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October 4, 2000

Ms. Blanca S. Bayo, Director
Division of Records & Reporting
Florida Public Service Commission
2540 Shumard Oak Boulevard
Tallahassee, FL 32399-0850

Re: Docket No. *001532-TP*
Petition for Approval of First Supplement to Adopted Terms Between
Verizon Florida Inc. and SBC Telecom, Inc.

Dear Ms. Bayo:

Please find enclosed for filing an original and five copies of Verizon Florida Inc.'s
Petition for Approval of First Supplement to Adopted Terms with SBC Telecom, Inc.
The supplement consists of a total of seven pages. Service has been made as
indicated on the Certificate of Service. If there are any questions regarding this
matter, please contact me at 813-483-2617.

Sincerely,

Kim Kimberly Caswell

KC:tas
Enclosures

RECEIVED & FILED

FPSC-BUREAU OF RECORDS

DOCUMENT NUMBER-DATE

12628 OCT-48

FPSC-RECORDS/REPORTING

BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

In re: Petition of Verizon Florida Inc. for Approval of First Supplement to Adopted Terms with SBC Telecom, Inc.)
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Docket No.
Filed: October 4, 2000

PETITION OF VERIZON FLORIDA INC. FOR APPROVAL OF FIRST SUPPLEMENT TO ADOPTED TERMS WITH SBC TELECOM, INC.

Verizon Florida Inc., f/k/a GTE Florida Incorporated (Verizon), files this petition before the Florida Public Service Commission (Commission) seeking approval of the first supplement to adopted terms with SBC Telecom, Inc. (SBCT). In support of this petition, Verizon states:

On May 23, 2000, Verizon filed a petition for approval of SBCT's adoption of the interconnection, resale and unbundling agreement between Verizon and NEXTLINK Florida Inc. The above adoption was approved by the Commission by Order No. PSC-00-1277-FOF-TP issued July 13, 2000 in Docket No. 000623-TP. This first supplement replaces Sections 1, 2.2, 2.3, 2.5, 3.4, 5.2, 5.3, 5.4, 5.6 of Article VI, Resale of Services and Appendix E of the Adopted Terms with the attached Resale Attachment 1 and Resale Pricing Attachment 2.

Verizon respectfully requests that the Commission approve this first supplement and that Verizon be granted all other relief proper under the circumstances.

Respectfully submitted on October 4, 2000.

By: 
Bur Kimberly Caswell
P. O. Box 110, FLTC0007
Tampa, Florida 33601-0110
Telephone No. (813) 483-2617

Attorney for Verizon Florida Inc.

DOCUMENT NUMBER-DATE

12628 OCT-4 8

FPSC-RECORDS/REPORTING

**FIRST SUPPLEMENT TO
ADOPTED TERMS
BETWEEN
VERIZON FLORIDA INC. f/k/a GTE FLORIDA INCORPORATED
AND
SBC TELECOM, INC.**

THIS FIRST SUPPLEMENT TO ADOPTED TERMS which became effective May 23, 2000, is by and between Verizon Florida Inc. f/k/a GTE Florida Incorporated (Verizon) and SBC Telecom, Inc. (SBCT), Verizon and SBCT being referred to collectively as the "Parties" and individually as a "Party". This First Supplement covers services in the state of Florida (the "State").

WHEREAS, SBCT has previously adopted terms (the "Adopted Terms") of the Interconnection, Resale and Unbundling Agreement between Verizon and NEXTLINK Florida Inc. ("Underlying Agreement") pursuant to Section 252(i) of the Telecommunications Act of 1996 (the "Act");

WHEREAS, the Underlying Agreement was approved by the Florida Public Service Commission ("FPSC" or "Commission") Order dated August 4, 1999 in Docket No. 99-0858-TP, and SBCT's adoption of the Adopted Terms was approved by the Commission's Order, dated July 13, 2000 in Docket No. 00-0623-TP;

WHEREAS, subsequent to the approval of the Adopted Terms, SBCT notified Verizon that it desired to supplement the Adopted Terms; and

WHEREAS, pursuant to Section 252(a)(1) of the Act, and without waiving any of their reservation of rights set forth in the Underlying Agreement and adoption letter that was filed with the Commission, the Parties wish to supplement the Adopted Terms; and

NOW, THEREFORE, in consideration of the mutual promises, provisions and covenants herein contained, the sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. Sections 1, 2.2, 2.3, 2.5, 3.4, 5.2, 5.3, 5.4, 5.6 of Article VI, Resale of Services and Appendix E of the Adopted Terms shall be deleted and superceded in their entirety by the language set forth in Resale Attachment 1 and Resale Pricing Attachment 2 to First Supplement attached hereto.
2. Except as specifically modified by this First Supplement, the Adopted Terms shall remain in full force and effect.
3. If any provision in the Adopted Terms, including Article VI Resale of Services, conflicts with this First Supplement, this First Supplement shall control.

4. The Parties acknowledge and agree that this First Supplement shall terminate simultaneously with the termination or expiration of the Adopted Terms.

IN WITNESS WHEREOF, each Party has executed this First Supplement and it shall be effective upon execution by both Parties.*

VERIZON FLORIDA INC.
f/k/a GTE FLORIDA INCORPORATED

By: *Steven J. Pitterle*

Name: Steven J. Pitterle

Title: Director-Negotiations
Network Services

Date: September 28, 2000

APPROVED BY LEGAL DEPT.	
<i>Dust</i>	<i>9/28/00</i>
ATTORNEY	DATE

SBC TELECOM, INC.

By: *Shonda C. Dickherber*

Name: Shonda C. Dickherber

Title: Director - Interconnection Mgmt.

Date: 9-27-00

* Verizon has agreed to allow this First Supplement to become effective upon execution in order to permit SBCT to proceed with implementation of its competitive business strategies and plans prior to the approval of the First Supplement by the Commission. Notwithstanding the possible rejection or modification of this First Supplement by the Commission, the Parties agree that all of their obligations and duties hereunder shall remain in full force and effect pending the final disposition of the Commission review and approval process.

RESALE ATTACHMENT 1

1. General

Verizon shall provide to SBCT, in accordance with this Agreement (including, but not limited to, Verizon's applicable Tariffs) and the requirements of Applicable Law (including, but not limited to, Sections 251(b)(1), 251(c)(4) and 271(c)(2)(B)(xiv) of the Act), Verizon's Telecommunications Services for resale by SBCT; provided, that notwithstanding any other provision of this Agreement, Verizon shall be obligated to provide Telecommunications Services to SBCT only to the extent required by Applicable Law and may decline to provide a Telecommunications Service to SBCT to the extent that provision of such Telecommunications Service is not required by Applicable Law.

2. Use of Verizon Telecommunications Services

2.1 Verizon Telecommunications Services may be purchased by SBCT under this Resale Attachment only for the purpose of resale by SBCT as a Telecommunications Carrier to subscribers who are not telecommunications carriers. Verizon Telecommunications Services to be purchased by SBCT for other purposes (including, but not limited to, SBCT's own use) must be purchased by SBCT pursuant to other applicable Attachments to this Agreement (if any), or separate written agreements, including, but not limited to, applicable Verizon Tariffs.

2.2 SBCT shall not resell:

2.2.1 Residential service to persons not eligible to subscribe to such service from Verizon (including, but not limited to, business or other nonresidential Customers);

2.2.2 Lifeline, Link Up America, or other means-tested service offerings, to persons not eligible to subscribe to such service offerings from Verizon;

2.2.3 Grandfathered or discontinued service offerings to persons not eligible to subscribe to such service offerings from Verizon; or

2.2.4 Any other Verizon service in violation of a restriction stated in this Agreement (including, but not limited to, a Verizon Tariff) that is not prohibited by Applicable Law.

2.2.5 In addition to any other actions taken by SBCT to comply with this Section 2.2, SBCT shall take those actions required by Applicable Law to determine the eligibility of SBCT Customers to purchase a service, including, but not limited to, obtaining any proof or certification of eligibility to purchase Lifeline, Link Up America, or other means-tested services. SBCT shall indemnify Verizon from any Claims resulting from SBCT's failure to take such actions required by Applicable Law.

2.2.6 Verizon may perform audits to confirm SBCT's conformity to the provisions of this Section 2.2. Such audits may be performed twice per calendar year and shall be performed in accordance with Section 7.4 of the General Terms and Conditions.

- 2.3 SBCT shall be subject to the same limitations that Verizon's Customers are subject to with respect to any Telecommunications Service that Verizon grandfathered or discontinues offering. Without limiting the foregoing, except to the extent that Verizon follows a different practice for Verizon Customers in regard to a grandfathered Telecommunications Service, such grandfathered Telecommunications Service: (a) shall be available only to a Customer that already has such Telecommunications Service; (b) may not be moved to a new service location and, (c) will be furnished only to the extent that facilities continue to be available to provide such Telecommunication Service.
- 2.4 SBCT shall not be eligible to participate in any Verizon plan or program under which Verizon Customers may obtain products or services which are not Verizon Telecommunications Services, in return for trying, agreeing to purchase, purchasing, or using, Verizon Telecommunications Services.
- 2.5 In accordance with 47 CFR § 51.617(b), Verizon shall be entitled to all charges for Verizon Exchange Access services used by interexchange carriers to provide service to SBCT Customers.

3. Availability of Verizon Telecommunications Services

- 3.1 Verizon will provide a Verizon Telecommunications Service to SBCT for resale pursuant to this Attachment where and to the same extent, but only where and to the same extent, that such Verizon Telecommunications Service is provided at retail to Verizon Customers who are not telecommunications carriers.
- 3.2 Except as otherwise required by Applicable Law, subject to Section 3.1, Verizon shall have the right to add, modify, grandfather, discontinue or withdraw, Verizon Telecommunications Services at any time, without the consent of SBCT.
- 3.2.1 Verizon will notify SBCT of any changes in the prices, terms, and conditions, including the modification, discontinuation, or withdrawal of a Verizon Telecommunications Service prior to the effective date of such change via the web url of <http://www.gte.com/regulatory>.
- 3.3 To the extent required by Applicable Law, the Verizon Telecommunications Services to be provided to SBCT for resale pursuant to this Attachment will include a Verizon Telecommunications Service customer-specific contract service arrangement ("CSA") (such as a customer specific pricing arrangement or individual case based pricing arrangement) that Verizon is providing to a Verizon Customer at the time the CSA is requested by SBCT.

4. Responsibility for Charges

SBCT shall be responsible for and pay all charges for any Verizon Telecommunications Services provided by Verizon pursuant to this Resale Attachment.

5. Operations Matters

5.1 Facilities.

- 5.1.1 Verizon and its suppliers shall retain all of their right, title and interest in all facilities, equipment, software, information, and wiring, used to provide Verizon Telecommunications Services.

- 5.1.2 Verizon shall have access at all reasonable times to SBCT Customer locations for the purpose of installing, inspecting, maintaining, repairing, and removing, facilities, equipment, software, and wiring, used to provide the Verizon Telecommunications Services. SBCT shall, at SBCT's expense, obtain any rights and authorizations necessary for such access.
- 5.1.3 Except as otherwise agreed to in writing by Verizon, Verizon shall not be responsible for the installation, inspection, repair, maintenance, or removal, of facilities, equipment, software, or wiring, provided by SBCT or SBCT Customers for use with Verizon Telecommunications Services.

5.2 Branding.

- 5.2.1 Except as stated in Section 5.2.2, in providing Verizon Telecommunications Services to SBCT, Verizon shall have the right (but not the obligation) to identify the Verizon Telecommunications Services with Verizon's trade names, trademarks and service marks ("Verizon Marks"), to the same extent that these Services are identified with Verizon's Marks when they are provided to Verizon's Customers. Any such identification of Verizon's Telecommunications Services shall not constitute the grant of a license or other right to SBCT to use Verizon's Marks.
- 5.2.2 To the extent required by Applicable Law, upon request by SBCT and at prices, terms and conditions to be negotiated by SBCT and Verizon, Verizon shall provide Verizon Telecommunications Services for resale that are identified by SBCT's trade name, or that are not identified by trade name, trademark or service mark.
- 5.2.3 If Verizon uses a third-party contractor to provide Verizon Operator Services or Verizon Directory Assistance Services, SBCT will be responsible for entering into a direct contractual arrangement with the third-party contractor at SBCT's expense (a) to obtain identification of Verizon Operator Services or Verizon Directory Assistance Services purchased by SBCT for resale with SBCT's trade name, or (b) to obtain removal of trade name, trademark or service mark identification from Verizon Operator Services or Verizon Directory Assistance Services purchased by SBCT for resale.

RESALE PRICING ATTACHMENT 2

I. Services Available for Resale

The avoided cost discount for all services, excluding OS/DA, is 13.04%¹.

Non-Recurring Charges (NRCs) for Resale Services

Pre-ordering

CLEC Account Establishment Per CLEC	\$273.09
Customer Record Search Per Account	\$ 11.69

Ordering and Provisioning

Engineered Initial Service Order (ISO) - New Service	\$311.98
Engineered Initial Service Order - As Specified	\$123.84
Engineered Subsequent Service Order	\$ 59.61
Non-Engineered Initial Service Order - New Service	\$ 42.50
Non-Engineered Subsequent Service Order	\$ 19.55
Central Office Connect	\$ 12.21
Outside Facility Connect	\$ 68.30
Manual Ordering Charge	\$ 12.17

Product Specific

NRCs, other than those for Pre-ordering, Ordering and Provisioning, and Custom Handling as listed in this Appendix, will be charged from the appropriate retail tariff. The avoided cost discount applies to Product Specific NRCs.

Custom Handling

Service Order Expedite:

Engineered	\$ 35.48
Non-Engineered	\$ 12.59

Coordinated Conversions:

ISO	\$ 17.76
Central Office Connection	\$ 10.71
Outside Facility Connection	\$ 9.59

Hot Coordinated Conversion First Hour:

ISO	\$ 30.55
Central Office Connection	\$ 42.83
Outside Facility Connection	\$ 38.34

Hot Coordinated Conversion per Additional Quarter Hour:

ISO	\$ 6.40
Central Office Connection	\$ 10.71
Outside Facility Connection	\$ 9.59

¹ In compliance with the FCC Order approving the Merger of GTE Corporation and Bell Atlantic (CC Docket No. 98-1840), Verizon will offer limited duration promotional discounts on resold residential exchange access lines. The terms and conditions on which these promotional discounts are being made available can be found on Verizon's web site, at <http://www.gte.com/wise> for former GTE service areas and <http://www.bell-atl.com/wholesale/html/resources.htm> for former Bell Atlantic service areas.

Application of NRCs

Pre-ordering:

CLEC Account Establishment is a one-time charge applied the first time that SBCT orders any service from this Agreement.

Customer Record Search applies when SBCT requests a summary of the services currently subscribed to by the end-user.

Ordering and Provisioning:

Engineered Initial Service Order - New Service applies per Local Service Request (LSR) when engineering work activity is required to complete the order, e.g. digital loops.

Non-Engineered Initial Service Order - New Service applies per LSR when no engineering work activity is required to complete the order, e.g. analog loops.

Initial Service Order - As Specified (Engineered or Non-Engineered) applies only to Complex Services for services migrating from Verizon to SBCT. Complex Services are services that require a data gathering form or has special instructions.

Non-Engineered Initial Service Order - Changeover applies only to Basic Services for services migrating from Verizon to SBCT. End-user service may remain the same or change.

Central Office Connect applies in addition to the ISO when physical installation is required at the central office.

Outside Facility Connect applies in addition to the ISO when incremental field work is required.

Manual Ordering Charge applies to orders that require Verizon to manually enter SBCT's order into Verizon's Secure Integrated Gateway System (SIGS), e.g. faxed orders and orders sent via physical or electronic mail.

Custom Handling (These NRCs are in addition to any Preordering or Ordering and Provisioning NRCs):

Service Order Expedite (Engineered or Non-Engineered) applies if SBCT requests service prior to the standard due date intervals.

Coordinated Conversion applies if SBCT requests notification and coordination of service cut over prior to the service becoming effective.

Hot Coordinated Conversion First Hour applies if SBCT requests real-time coordination of a service cut-over that takes one hour or less.

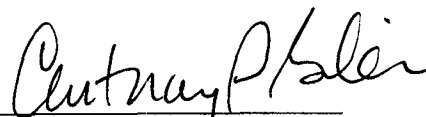
Hot Coordinated Conversion Per Additional Quarter Hour applies, in addition to the Hot Coordinated Conversion First Hour, for every 15-minute segment of real-time coordination of a service cut-over that takes more than one hour.

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a copy of Verizon Florida Inc.'s Petition For Approval of First Supplement to Adopted Terms with SBC Telecom Inc. was sent via overnight delivery on October 3, 2000 to:

Staff Counsel
Florida Public Service Commission
2540 Shumard Oak Boulevard
Tallahassee, FL 32399-0850

SBC Telecom, Inc.
Attention: Philip Bowie
Three Bell Plaza
311 S. Akard, Suite 1520
Dallas, TX 75202


or Kimberly Caswell