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Marshall M. Criser III
Regulatory Vice President

June 12, 2001

Mrs. Blanca S. Bayo
Director, Division of Records and Reporting
Florida Public Service Commission
2540 Shumard Oak Boulevard
Tallahassee, Florida 32399

010839-TP

Re: Approval of an Amendment to the Interconnection, Unbundling, Resale and Collocation Agreement adopted by BellSouth Telecommunications, Inc. ("BellSouth") and Allegiance Telecom of Florida, Inc. pursuant to Sections 251, 252 and 271 of the Telecommunications Act of 1996

Dear Mrs. Bayo:

Pursuant to section 252(e) of the Telecommunications Act of 1996, BellSouth and Allegiance Telecom of Florida, Inc. are submitting to the Florida Public Service Commission an amendment to their adopted agreement for the interconnection of their networks, the unbundling of specific network elements offered by BellSouth and the resale of BellSouth's telecommunications services to Allegiance Telecom of Florida, Inc. The Commission approved the initial agreement between the companies in Order No. 01-1190-FOF-TP issued May 29, 2001 in Docket 010677-TP. This amendment provides Deaveraged Loop rates, SL1-SL2 provisions and rates and Loop Makeup provisions and rates.

Pursuant to section 252(e) of the Act, the Commission is charged with approving or rejecting the negotiated agreement between BellSouth and Allegiance Telecom of Florida, Inc. within 90 days of its submission. The Act provides that the Commission may only reject such an agreement if it finds that the agreement or any portion of the agreement discriminates against a telecommunications carrier not a party to the agreement or the implementation of the agreement or any portion of the agreement is not consistent with the public interest, convenience and necessity. Both parties aver that neither of these reasons exist as to the agreement they have negotiated and therefore, are very hopeful that the Commission shall approve their agreement.

Very truly yours,

Marshall M. Criser III
(2L)

DOCUMENT NUMBER-DATE

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FPSC-RECORDS/REPORTING

ATTACHMENT TO TRANSMITTAL LETTER

The Agreement entered into by and between Allegiance Telecom of Florida, Inc. and BellSouth Telecommunications, Inc., dated April 23, 2001 for the state of Florida and consists of the following:

ITEM	NO. PAGES
Amendment	11
TOTAL	11

**AMENDMENT
TO THE
INTERCONNECTION AGREEMENT BETWEEN
ALLEGIANCE TELECOM OF FLORIDA AND
BELLSOUTH TELECOMMUNICATIONS, INC.
DATED March 20, 2001**

Pursuant to this Agreement, (the "Amendment"), Allegiance Telecom, Inc., of Florida ("Allegiance"), and BellSouth Telecommunications, Inc. ("BellSouth"), hereinafter referred to collectively as the "Parties," hereby agree to amend that certain Interconnection Agreement between the Parties dated March 20, 2001 ("Agreement").

WHEREAS, BellSouth and Allegiance entered into the Agreement on March 20, 2001, and;

WHEREAS, the Parties desire to include in the agreement geographically deaveraged rates for unbundled loops pursuant to effective and applicable rules of the Federal Communications Commission;

WHEREAS, the Parties desire to include in the agreement provisions and rates for SL1-SL2 loops and Loop Makeup (LMU);

NOW THEREFORE, in consideration of the mutual provisions contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby covenant and agree as follows:

1. The Unbundled Network Element ("UNE") Loop Rates in Attachment 2, Exhibit C of the Interconnection Agreement are hereby amended to replace certain recurring rates with deaveraged UNE zone rates, as set forth in Attachment A of this Amendment.

1.2 The deaveraged rates, upon the execution of this Amendment, shall remain in effect from the effective date of this Amendment throughout the remaining term of the Agreement unless different deaveraged UNE Loop and/or Loop/Port Combination rates are established by a Commission proceeding (e.g. arbitration or generic UNE cost proceeding). In the event different deaveraged rates are established as the result of a Commission proceeding, the Parties shall amend the Agreement to incorporate such rates. The deaveraged rates shall become effective as of the effective date of such Commission order unless otherwise required by the Commission, and the rates set forth in this Amendment shall not be subject to true up.

2. Attachment 2 of the Agreement is hereby amended by replacing the third and fourth paragraphs in Section 2.2.2, all of Section 2.2.3 and all of Section 2.2.5 with the following new language for the third and fourth paragraphs in Section 2.2.2, Section 2.2.3 and Section 2.2.5 attached hereto as Attachment B and by reference made a part of this Amendment.

3. Attachment 2, Exhibit C of the Agreement is hereby amended by replacing 2-Wire Analog VG Loop-SL1, 2-Wire Analog VG Loop-SL2 w/loop or ground start signaling, and 2-Wire

Analog VG Loop-SL2 w/reverse battery signaling rates with the following rates attached hereto as Attachment C, and by reference made a part of this Amendment.

4. Attachment 2, Network Elements and Other Services, of the Interconnection Agreement is hereby amended by adding a new Section 20 for the provisions, terms and conditions for Loop Makeup (LMU) as set forth in Attachment D attached hereto and by reference made a part of this Amendment.

5. Attachment 2, Exhibit C, of the Interconnection Agreement is hereby amended by adding rates for Loop Makeup (LMU) as set forth in Attachment E attached hereto and by reference made a part of this Amendment.

6. This Amendment shall be effective as of the date of the last signature of both Parties.

7. All of the other provisions of the Agreement, dated March 20, 2001, shall remain in full force and effect.

8. Either or both of the Parties is authorized to submit this Amendment to the respective state regulatory authorities for approval subject to Section 252(e) of the Federal Telecommunications Act of 1996.

IN WITNESS WHEREOF, the Parties hereto have caused this Amendment to be executed by their respective duly authorized representatives on the date indicated below.

Allegiance Telecom of Florida, Inc.

By: Mary C. Albert

Name: MARY C. ALBERT

Title: Vice President, Regulatory

Date: 4/17/01

BellSouth Telecommunications, Inc.

By: Pat C. Fisher

Name: Patricia C. Fisher

Title: Marketing Director

Date: 4/23/01

FLORIDA
DEAVERAGED RECURRING RATES FOR UNE LOOPS

UNE RATE ELEMENT (Recurring only)	Statewide Loop Rate	Zone 1 80.86%	Zone 2 118.38%	Zone 3 261.16%
2-wire analog voice grade loop - service level 1	\$ 17.00	\$ 13.75	\$ 20.13	\$ 44.40
4-wire analog voice grade loop	\$ 30.00	\$ 24.26	\$ 35.51	\$ 78.35
2-wire ISDN digital grade loop	\$ 40.00	\$ 32.34	\$ 47.35	\$ 104.47
2-wire ADSL compatible loop	\$ 15.81	\$ 12.78	\$ 18.72	\$ 41.29
2-wire HDSL compatible loop	\$ 12.12	\$ 9.80	\$ 14.35	\$ 31.65
4-wire HDSL compatible loop	\$ 18.24	\$ 14.75	\$ 21.59	\$ 47.64
4-wire DS1 digital loop	\$ 80.00	\$ 64.69	\$ 94.71	\$ 208.93
4-wire 56 kbps digital loop	\$ 48.33	\$ 39.08	\$ 57.21	\$ 126.22
4-wire 64 kbps digital loop	\$ 48.33	\$ 39.08	\$ 57.21	\$ 126.22
2-wire unbundled copper loop	\$ 23.00	\$ 18.60	\$ 27.23	\$ 60.07

New Language for Section 2.2.2:

3rd Paragraph: “Order Coordination” refers to standard BellSouth service order coordination involving the reuse of facilities where Allegiance is requesting that their loop order be provisioned over an existing circuit that is currently providing service to the end user. Order coordination for physical conversions will be scheduled at BellSouth’s discretion during normal working hours on the committed due date and Allegiance will be advised. OC will be provided as a standard item on SL2 voice grade loops and all Unbundled Digital Loops (UDLs). OC will be provided as a chargeable option on SL1 voice grade loops, and all Unbundled Copper Loops.

4th Paragraph “Order Coordination – Time Specific” refers to service order coordination in which Allegiance requests a specific time for a service order conversion to take place. BellSouth will make every effort to accommodate Allegiance’s specific conversion time request. However, BellSouth reserves the right to negotiate with Allegiance a conversion time based on load and appointment control when necessary. Loops on a single service order of 14 or more loops will be provisioned on a project basis. This is a chargeable option for any coordinated order and is billed in addition to the OC charge. Allegiance may specify a time between 9:00 a.m. and 4:00 p.m. (location time) Monday through Friday (excluding holidays). If Allegiance specifies a time outside this window, or selects a time or quantity of loops that requires BellSouth technicians to work outside normal work hours, overtime charges will apply in addition to the OC and OC-TS charges. Overtime charges will be applied according to actual costs based on type of force group required to perform the work, overtime hours worked and any special circumstances.

If Allegiance requests work to be done for any UNE loop that requires BellSouth technicians to work outside normal work hours, overtime charges will be applied according to actual costs based on type of force group required to perform the work, overtime hours worked and any special circumstances.

	Order Coordination (OC)	Order Coordination – Time Specific (OC-TS)	Test Points	DLR	Charge for Dispatch and Testing if No Trouble Found
SL-1	Chargeable option	Chargeable Option*	Not available	Chargeable Option – ordered as Engineering Information	Charged for Dispatch inside & outside Central Office

				Document	
SL-2	Included	Chargeable Option*	Included	Included	Charged for Dispatch outside Central Office
Unbundled Digital Loop	Included	Chargeable Option* (except on Universal Digital Channel)	Included (where appropriate)	Included	Charged for Dispatch outside Central Office
Unbundled Copper Loop	Chargeable Option	Not available	Included	Included	Charged for Dispatch outside Central Office

*Order Coordination-Time Specific charge for orders due on same day at same location will be applied on a per LSR basis. For UVL-SL1, Allegiance must order OC when requesting OC-TS.

New Language for Section 2.2.3

2.2.3 SL1 loops are 2-wire loop start circuits, will be non-designed, and will not have remote access test points. OC will be offered as a chargeable option on SL1 loops when reuse of existing facilities has been requested by Allegiance. Allegiance may also order OC-TS when a specified conversion time is requested. OC-TS is a chargeable option for any coordinated order and is billed in addition to the OC charge. An Engineering Information (EI) document can be ordered as chargeable option. The EI document provides loop make up information which is similar to the information normally provided in a Design Layout Record. Upon issuance of a non-coordinated order in the service order system, SL1 loops will be activated on the due date in the same manner and time frames that BellSouth normally activates POTS-type loops for its customers.

SL2 loops may be 2-wire or 4-wire circuits, shall have remote access test points, and will be designed with a design layout record provided to Allegiance. SL2 circuits can be provisioned with loop start, ground start or reverse battery signaling. OC is provided as a standard feature on SL2 loops. The OC feature will allow Allegiance to coordinate the installation of the loop with the disconnect of an existing customer's service and/or number portability service. In these cases, BellSouth will perform the order conversion with standard order coordination at its discretion during normal work hours.

New Language for Section 2.2.5

- 2.2.5 As a chargeable option on all loops except the Universal Digital Channel (UDC) and all Unbundled Copper Loops (UCL), BellSouth will offer OC-TS. This will allow Allegiance the ability to specify the time that the coordinated conversion takes place. The OC-TS charge for orders due on the same day at the same location will be applied on a per Local Service Request (LSR) basis.

BELLSOUTH/ALLEGIANCE RATES
NETWORK ELEMENTS
AND OTHER SERVICES

DESCRIPTION	USOC	FL
2-Wire Analog VG Loop-SL1		
RC - Statewide, per month	UEAL2	NA
RC - Zone 1, per month (Note 2)	UEAL2	\$13.75
RC - Zone 2, per month (Note 2)	UEAL2	\$20.13
RC - Zone 3, per month (Note 2)	UEAL2	\$44.40
RC - Zone 4, per month (Note 2)	UEAL2	NA
NRC - 1st	UEAL2	\$83.20
NRC - Add'l	UEAL2	\$35.12
NRC - Disconnect Charge - 1st	UEAL2	\$55.97
NRC - Disconnect Charge - Add'l	UEAL2	\$10.35
NRC - Service Order submitted Electronically, per LSR	SOME C	\$2.75
NRC - Service Order submitted Electronically, per LSR - Disconnect	SOME C	\$0.42
NRC - Service Order submitted Manually, per LSR	SOMAN	\$21.56
NRC - Service Order submitted Manually, per LSR, Disconnect	SOMAN	\$3.84
NRC - Incremental Charge - Manual Service Order - 1st	SOMAN	NA
NRC - Incremental Charge - Manual Service Order - Add'l	SOMAN	NA
NRC - Incremental Charge - Manual Service Order - Disconnect	SOMAN	NA
NRC - Incremental Charge - Order Coordination for SL1 loops (per loop)	UEAMC	16.31*
NRC - Incremental Charge - Order Coordination - Time Specific (per LSR)	OCOSL	23.24 *
NRC - Engineering Information (EI) - interim rates until cost study is prepared based on inputs that reflect the work required to extract the Engineering Information.	UEANM	\$40.00
2-Wire Analog VG Loop-SL2 w/loop or ground start signaling		
RC - Statewide, per month	UEAL2	NA
RC - Zone 1, per month (Note 2)	UEAL2	\$18.48
RC - Zone 2, per month (Note 2)	UEAL2	\$22.43
RC - Zone 3, per month (Note 2)	UEAL2	\$27.87
RC - Zone 4, per month (Note 2)	UEAL2	NA
NRC - 1st	UEAL2	\$218.96
NRC - Add'l	UEAL2	\$136.44
NRC - Disconnect Charge - 1st	UEAL2	\$113.41
NRC - Disconnect Charge - Add'l	UEAL2	\$20.58
NRC - Service Order submitted Electronically, per LSR	SOME C	\$2.75
NRC - Service Order submitted Electronically, per LSR - Disconnect	SOME C	\$0.42
NRC - Service Order submitted Manually, per LSR	SOMAN	\$21.56
NRC - Service Order submitted Manually, per LSR, Disconnect	SOMAN	\$3.84
NRC - Incremental Charge - Manual Service Order - 1st	SOMAN	NA
NRC - Incremental Charge - Manual Service Order - Add'l	SOMAN	NA
NRC - Incremental Charge - Manual Service Order - Disconnect	SOMAN	NA
NRC - Incremental Charge - Order Coordination - Time Specific	OCOSL	\$23.24
2-Wire Analog VG Loop-SL2 w/ reverse battery signaling		
RC - Statewide, per month	UEAR2	NA
RC - Zone 1, per month (Note 2)	UEAR2	\$18.48
RC - Zone 2, per month (Note 2)	UEAR2	\$22.43
RC - Zone 3, per month (Note 2)	UEAR2	\$27.87
RC - Zone 4, per month (Note 2)	UEAR2	NA
NRC - 1st	UEAR2	\$218.96
NRC - Add'l	UEAR2	\$136.44
NRC - Disconnect Charge - 1st	UEAR2	\$113.41
NRC - Disconnect Charge - Add'l	UEAR2	\$20.58
NRC - Service Order submitted Electronically, per LSR	SOME C	\$2.75
NRC - Service Order submitted Electronically, per LSR - Disconnect	SOME C	\$0.42
NRC - Service Order submitted Manually, per LSR	SOMAN	\$21.56
NRC - Service Order submitted Manually, per LSR, Disconnect	SOMAN	\$3.84
NRC - Incremental Charge - Manual Service Order - 1st	SOMAN	NA
NRC - Incremental Charge - Manual Service Order - Add'l	SOMAN	NA
NRC - Incremental Charge - Manual Service Order - Disconnect	SOMAN	NA
NRC - Incremental Charge - Order Coordination - Time Specific (per LSR)	OCOCL	\$23.24
*Subject to change pending cost study filings and/or state ordered rates		

20. Preordering Loop Makeup (LMU)**20.1 Description of Service**

- 20.1.1 BellSouth shall make available to Allegiance loop makeup (LMU) data for BellSouth's network facilities. This section addresses LMU as a *preordering* transaction, distinct from Allegiance ordering any other service(s). Loop Makeup *Service Inquiries (LMUSI)* for *preordering loop makeup* are likewise unique from other preordering functions with associated service inquiries (SI) as described in this Agreement.
- 20.1.2 BellSouth will provide Allegiance with loop makeup information consisting of the composition of the loop material (copper/fiber); the existence, location and type of equipment on the loop, including but not limited to digital loop carrier or other remote concentration devices, feeder/distribution interfaces, bridge taps, load coils, pair-gain devices; the loop length; and the wire gauge. The LMUSI may be utilized by Allegiance for the purpose of determining whether the loop requested is capable of supporting DSL service or other advanced data services. The determination shall be made solely by Allegiance and BellSouth shall not be liable in any way for the performance of the advanced data services provisioned over said loop.
- 20.1.3 BellSouth's LMU information is provided to Allegiance as it exists either in BellSouth's databases or in its hard copy facility records. BellSouth does not guarantee accuracy or reliability of the LMU information provided.
- 20.1.4 BellSouth offers LMU information for the sole purpose of allowing Allegiance to determine whether, in Allegiance's judgment, BellSouth's loops will support the specific services that Allegiance wishes to provide over those loops. Allegiance may choose to use equipment that it deems will enable it to provide a certain type and level of service over a particular BellSouth loop; however, such configurations may not match BellSouth's or the industry's standards and specifications for the intended type and level of service. Accordingly, Allegiance shall be responsible for insuring that the specific loop type (ADSL, HDSL, or otherwise) ordered on the LSR matches the LMU of the facility requested. Allegiance bears full responsibility for being knowledgeable of BellSouth's technical standards and the specifications of BellSouth's loops. Allegiance bears full responsibility for making the appropriate ordering decisions of matching BellSouth loops with Allegiance's equipment for accomplishing Allegiance's end goal for the intended service it wishes to provide its end-user(s). Allegiance is fully responsible for any of its service configurations that may differ from BellSouth's technical standard for the loop type ordered.

- 20.2 Submitting Loop Makeup Service Inquiries
- 20.2.1 Allegiance will be able to obtain LMU information by submitting a LMUSI mechanically or manually. **Mechanized** LMUSIs should be submitted through BellSouth's Operational Support Systems interfaces. After obtaining the resulting loop data from the mechanized LMUSI process, if Allegiance determines that it needs further loop data information in order to make a determination of loop service capability, Allegiance may initiate a separate manual SI for a separate nonrecurring charge as set forth in Section 20.3. Mechanized LMU has been made available for limited deployment to those CLECs that have effective X-Digital Subscriber Line (xDSL) Beta Test Agreements in place with BellSouth. CLECs will be notified once a successful Beta Test has been completed, and mechanized LMU shall then be available to Allegiance.
- 20.2.2 **Manual** LMUSIs shall be submitted on the preordering manual LMUSI form by means of fax or electronic-mail to BellSouth's Complex Resale Support Group (CRSG)/Account Team utilizing the Preordering Loop Makeup Service Inquiry form. The standard service interval for the return of a Loop Makeup Manual Service Inquiry is seven business days. This service interval is distinct from the interval applied to the subsequent service order. Manual LMUSIs are not subject to expedite requests.
- 20.3 LMUSI Types and Associated Charges
- Allegiance may request LMU information by submitting LMUSIs in accordance with the rate elements in Attachment E.
- 20.3.1 Allegiance will be assessed a nonrecurring charge for each facility queried as specified in Attachment E. These rates are the result of cost studies filed with the commission and are subject to further commission rulings. The Parties agree to amend such rates to be consistent with a commission order, and to be effective as of the effective date thereof.
- 20.3.2 Allegiance may reserve facilities for up to four (4) days in connection with a LMUSI. Reserved facilities for which Allegiance does not plan to place a UNE local service request (LSR) should be cancelled by Allegiance. Should Allegiance wish to cancel a reservation on a spare facility, the cancellation will require a facility reservation number (RESID/FRN).
- 20.3.3 The reservation holding timeframe is a maximum of four days from the time that BellSouth's LMU data is returned to Allegiance for the facility queried. During this holding time and prior to Allegiance's placing an LSR, the reserved facilities are rendered unavailable to other customers, whether for CLEC(s) or for BellSouth. Notwithstanding the foregoing, BellSouth does not guarantee that a reservation will assure Allegiance's ability to order the exact facility reserved.

- 20.3.4 If Allegiance does not submit an LSR for a UNE service on a reserved facility within the four-day reservation timeframe, the reservation of that spare facility will become invalid and the facility will be released.
- 20.3.5 Charges for preordering LMUSI are separate from any charges associated with ordering other services from BellSouth.
- 20.4 Ordering of Other UNE Services
- 20.4.1 Whenever Allegiance has reserved a facility through BellSouth's preordering LMU service, should Allegiance seek to place a subsequent UNE LSR on a reserved facility, Allegiance shall provide BellSouth the RESID/FRN of the single spare facility on the appropriate UNE LSR. Allegiance will be billed the appropriate rate element for the specific type UNE loop ordered by Allegiance as set forth in this Attachment. Allegiance will not be billed any additional Loop Makeup charges for the loop so ordered. Should Allegiance choose to place a UNE LSR having previously submitted a request for *preordering LMU without a reservation*, Allegiance will be billed the appropriate rate element for the specific UNE loop ordered as well as additional Loop Makeup charges as set forth in this Attachment. Rates are provided in Attachment E.
- 20.4.2 Where Allegiance submits an LSR to order facilities reserved during the LMUSI process, BellSouth will use its best efforts to assign to Allegiance the facility reserved as indicated on the return of the LMU. Multi-facility reservations per single RESID/FRN as provided with the mechanized LMUSI process are less likely to result in the specific assignment requested by Allegiance. For those occasions when BellSouth cannot assign the specific facility reserved by Allegiance during the LMU pre-ordering transaction, due to incomplete or incorrect information provided by Allegiance during the ordering process, BellSouth will assign to Allegiance, subject to availability, a facility that meets the BellSouth technical standards of the BellSouth type loop as ordered by Allegiance. If the ordered loop type is not available, Allegiance may utilize the Unbundled Loop Modification process or the Special Construction process, as applicable, to obtain the loop type ordered.

BELLSOUTH/Ailegiance RATES
 NETWORK ELEMENTS
 AND OTHER SERVICES

DESCRIPTION		USOC	FL
Loop Make Up			
	NRC - Loop Makeup - Preordenng Without Reservation, per working facility quened (Manual) **	UMKLW	\$134.00
	Loop Makeup - Preordering Without Reservation, per spare facility queried (Manual) Maximum number of spare facilities per manual LMUSI is 3. **	UMKLW	\$134.00
	NRC-Loop Makeup - Preordering With Reservation, per spare facility queried (Manual) Max number of spare facilities per manual LMUSI is 3. **	UMKLP	\$140.00
	NRC - Loop Makeup - Preordenng Without Reservation, per working facility quened (Mechanized) **		\$0.6888
	Loop Makeup - Preordering Without Reservation, per spare facility queried (Mechanized) Max number of spare facilities per mechanized LMUSI is 10.**		\$0.6888
	Loop Makeup - Preordering With Reservation, per spare facility queried (Mechanized) Max number of spare facilities per mechanized LMUSI is 10.**		\$0.6888