

BellSouth Telecommunications, Inc.

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February 27, 2002

Marshall M. Criser III

Vice President
Regulatory & External Affairs

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020169-TP

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

Re: Approval of an Amendment to the Adopted Collocation Agreement Negotiated by BellSouth Telecommunications, Inc. ("BellSouth") and IDS Telecom, LLC 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 IDS Telecom, LLC. are submitting to the Florida Public Service Commission an amendment to their negotiated 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 IDS Telecom, LLC. The initial agreement between the companies in was filed on September 25, 2001 in Docket No. 011254-TP and was approved by operation of law on December 26, 2001.

Pursuant to section 252(e) of the Act, the Commission is charged with approving or rejecting the negotiated agreement between BellSouth and IDS Telecom, LLC. 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. This agreement will be deemed effective by operation of law on May 27, 2002.

Very truly yours,

Marshall M. Criser III
(LA)

Regulatory Vice President

DOCUMENT NUMBER 020169-TP

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FPSC-COMMISSION CLERK

ATTACHMENT TO TRANSMITTAL LETTER

The Amendment entered into by and between IDS Telcom, L.L.C. and BellSouth Telecommunications, Inc., dated December 20, 2001 for the state of Florida consists of the following:

ITEM	NO. PAGES
Amendment	6
TOTAL	6

AMENDMENT TO
AGREEMENT BETWEEN
BELLSOUTH TELECOMMUNICATIONS, INC.
AND IDS TELCOM, L.L.C
DATED SEPTEMBER 10, 2001

This Agreement (the "Amendment") is made and entered into between BellSouth Telecommunications, Inc. ("BellSouth") a Georgia corporation, and IDS Telcom, L.L.C. ("IDS") a Florida limited liability company.

WHEREAS, The Parties desire to amend that certain Agreement between BellSouth and IDS dated September 10, 2001 (the "Agreement") to amend certain sections of Attachment 4, Florida Physical Collocation of the Agreement;

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, BellSouth and IDS hereby covenant and agree as follows:

1. Section 2.4 is hereby deleted in its entirety and replaced with the following Section 2.4:

"Filing of Petition for Waiver. Upon Denial of Application BellSouth will timely file a petition with the Commission pursuant to 47 U.S.C. § 251(c)(6). BellSouth shall provide to the Commission any information requested by that Commission. Such information shall include which space, if any, BellSouth or any of BellSouth's affiliates have reserved for future use and a detailed description of the specific future uses for which the space has been reserved. Subject to an appropriate nondisclosure agreement or provision, BellSouth shall permit IDS to inspect any floor plans or diagrams that BellSouth provides to the Commission."

2. Section 3.6 of the Agreement is hereby added as follows:

"Virtual Collocation. BellSouth will provide virtual collocation in accordance with the Terms and Conditions as contained in BellSouth's FCC No. 1 Tariff. The rates are set forth in Exhibit A to this Agreement."

3. Section 5.1.1 is hereby amended to add the following sentence at the end of said Section 5.1.1:

"Except where otherwise required by a Commission, BellSouth shall comply with the applicable FCC rules relating to denial of collocation based on IDS' failure to comply with this section."

4. Section 6.3 is hereby deleted in its entirety and replaced with the following Section 6.3:

"Application Response. Within fifteen (15) calendar days of receipt of a Bona Fide Application, when space has been determined to be available or when a lesser amount of space than that requested is available, BellSouth will provide a

written response ("Application Response") including sufficient information to enable IDS to place a Firm Order. The Application Response will include, at a minimum, the configuration of the space, the Cable Installation Fee, and the space preparation fees, as described in Section 7. When IDS submits ten (10) or more Applications within ten (10) calendar days, the initial fifteen (15) day response period will increase by ten (10) days for every additional ten (10) Applications or fraction thereof."

5. Section 6.10 is hereby amended to add the following sentence to the end of said Section 6.10:

"All work performed by or for IDS shall conform to generally accepted industry guidelines and standards."

6. Section 6.13 is hereby deleted in its entirety and replaced with the following Section 6.13:

"Virtual to Physical Collocation Relocation. In the event physical Collocation Space was previously denied at a location due to technical reasons or space limitations, and that physical Collocation Space has subsequently become available, IDS may relocate its virtual collocation arrangements to physical collocation arrangements and pay the appropriate non-recurring fees for physical collocation and for the rearrangement or reconfiguration of services terminated in the virtual collocation arrangement, as outlined in the appropriate BellSouth tariffs. In the event that BellSouth knows when additional space for physical collocation may become available at the location requested by IDS, such information will be provided to IDS in BellSouth's denial of physical collocation. To the extent that (i) physical Collocation Space becomes available to IDS within 180 calendar days of BellSouth's written denial of IDS' request for physical collocation, (ii) BellSouth had knowledge that the space was going to become available, and (iii) IDS was not informed in the written denial that physical Collocation Space would become available within such 180 calendar days, then IDS may transition its virtual collocation arrangement to a physical collocation arrangement and will receive a credit for any nonrecurring charges previously paid for such virtual collocation. IDS must arrange with a BellSouth Certified Supplier for the relocation of equipment from its virtual Collocation Space to its physical Collocation Space and will bear the cost of such relocation."

7. The Virtual-to-Physical Collocation Transition (interim rates) rates contained in Exhibit 1 to Attachment 4, Florida Physical Collocation, of the Agreement as identified in Exhibit B attached hereto and made a part of this Amendment are hereby deleted.

8. The Parties agree that all of the other provisions of the Agreement, dated September 10, 2001, shall remain in full force and effect.

9. The Parties further agree that either or both of the Parties is authorized to submit this Amendment to the Florida Public Service Commission or other regulatory body having jurisdiction over the subject matter of this Amendment, for approval subject to Section 252(e) of the federal Telecommunications Act of 1996.

This Amendment is made effective upon the date that it is signed by both Parties.

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

BellSouth Telecommunications, Inc.

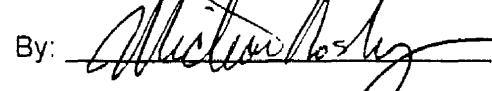
By: 

Name: Greg Pollensbee

Title: Senior Director

Date: 12-20-01

IDS Telecom, L.L.C.

By: 

Name: Michael Noshay

Title: President / Manager

Date: 12/17/01

Unbundled Network Elements
FLORIDA

Exhibit A

CATEGORY	UNBUNDLED NETWORK ELEMENT	Zone	BCS	USOC	RATES (\$)					OSS RATES (\$)								
					Nonrecurring			Nonrecurring Disconnect		Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs Electronic 1st	Incremental Charge - Manual Svc Order vs Electronic Add1	Incremental Charge - Manual Svc Order vs Electronic Disc 1st	Incremental Charge - Manual Svc Order vs Electronic Disl Add1			
					Rec	First	Add1	First	Add1									
					SOME	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN								
VIRTUAL COLLOCATION																		
	Application Fee, Per Location			EA														
	Application Fee for Co-Carrier Cross Connects Only, Per Application			PE1DT														
	Cable Fees																	
	Cable Installation Charge, Per Cable			ESPCX														
	Cable Support Charge, Per Cable			ESPSX	\$13.35													
	Cross Connect Fees																	
	Virtual Collocation-2-Wire Cross Connects (Loop) for Line Splitting			UEPSR, UEPSB	VE1LS	0.0297	33.86	31.95										
	Virtual Collocation - 2-wire Cross Connect, Exchange Port 2-Wire Analog - Res			UEPSR	VE1R2	0.524	11.57	11.57										
	Virtual Collocation 2-Wire Cross Connect, Exchange Port 2-Wire Voice Grade Res			UEPRX	PE1R2	0.524	11.57	11.57										
	Virtual Collocation 2-Wire Cross Connect, Exchange Port 2-Wire Line Side PBX Trunk - Bus			UEPSP	VE1R2	0.524	11.57	11.57										
	Virtual Collocation 2-Wire Cross Connect, Exchange Port 2-Wire Voice Grade PBX Trunk - Res			UEPSE	VE1R2	0.524	11.57	11.57										
	Virtual Collocation 2-Wire Cross Connect, Exchange Port 2-Wire Analog Bus			UEPSB	VE1R2	0.524	11.57	11.57										
	Virtual Collocation 2-Wire Cross Connect, Exchange Port 2-Wire ISDN			UEPSX	VE1R2	0.524	11.57	11.57										
	Virtual Collocation 2-Wire Cross Connect, Exchange Port 2-Wire ISDN			UEPTX	VE1R2	0.524	11.57	11.57										
	Virtual Collocation 4-Wire Cross Connect, Exchange Port DDITS 4-Wire DS1			UEPDD	VE1R4	0.524	11.57	11.57										
	Virtual Collocation 4-Wire Cross Connect, Exchange Port 4-Wire ISDN DS1			UEPEX	VE1R4	0.524	11.57	11.57										
	Virtual Collocation - 2-Wire Cross Connect, Per 100 Ckts			uea, udn, udc, ual, uhl, ucl, ueq	UEAC2	5.02	1,157.00	1,157.00										
	Virtual Collocation - 4-Wire Cross Connect, Per 100 Ckts			uea, uhl, ucl, udl	UEAC4	5.02	1,157.00	1,157.00										
	Virtual Collocation - 2-Fiber Cross Connect, Per Connection				CNC2F	6.71	2,431.00											
	Virtual Collocation - 4-Fiber Cross Connect, Per Connection				CNC4F	6.71	2,431.00											
	Cross Connect (BellSouth SPA), Per DS1-Special			USL, UL, C, CLO	CNC1X	7.50	155.00	14.00										
	Cross Connect (BellSouth SWA), Per DS1				CND51	7.50	155.00	14.00										
	Cross Connect (BellSouth SPA), Per DS3-Special				CND3X	56.25	151.90	11.83										
	Cross Connect (BellSouth SWA), Per DS3				CND53	56.25	151.90	11.83										
	Co-Carrier Cross Connect Fees																	
	Virtual Collocation - Co-Carrier Cross Connects - Fiber Cable Support Structure, per linear foot			AMTFS	PE1ES	0.0028												
	Virtual Collocation - Co-Carrier Cross Connects - Copper/Coax Cable Support Structure, per linear ft			AMTFS	PE1DS	0.0041												
	Floor Space Fees																	
	Floor Space Per Square Foot				ESPVX		3.20											
	Floor Space Per Ampere				ESPAX		3.48											
	Training Expenses Per Trainee																	
	Living Expenses, Per Day				CTRLD		136.67											
	Maintenance in CO Labor Rate, First 1/2 Hour and Each 1/2 or Fraction Thereof Basic Time				CTRLX		30.64											

Unbundled Network Elements
FLORIDA

Exhibit A

CATEGORY	UNBUNDLED NETWORK ELEMENT	Zone	BCS	USOC	RATES (\$)						OSS RATES (\$)					
					Nonrecurring			Nonrecurring Disconnect			Svc Order Submitted Elec per LSR	Svc Order Submitted - Manually per LSR	Incremental Charge - Manual Svc Order vs Electronic-1st	Incremental Charge - Manual Svc Order vs Electronic-Add1	Incremental Charge - Manual Svc Order vs Electronic Disc-1st	Incremental Charge - Manual Svc Order vs Electronic Disc-Add1
					Rec	First	Add1	First	Add1	SOMEK						
	Overtime			SPTOM		35.77										
	Premium Time			SPTPM		40.90										
	Air Fare/Travel Expense, Per Trip			CTRTA		555.00										
	Security Escort Expenses				First 1/2 Hour or Fraction Thereof	Each Additional 1/2 or Fraction Thereof										
	Basic Time, Normally Scheduled Work Hours			SPTBX	41.00	25.00										
	Overtime, Outside of Normally Scheduled Working Hours on a Scheduled Work Day			SPTOX	48.00	30.00										
	Premium Time, Outside of Scheduled Work Day			SPTPX	55.00	35.00										

Exhibit B

Item	Nonrecurring Rate	Monthly Rate	USOC
Virtual-to-Physical Collocation Transition (interim rates)			
Per customer request - Voice Grade	\$33.00	NA	PE1BV
- Per voice grade circuits reconfigured	\$23.00	NA	PE1BR
Per customer request - DS0	\$33.00	NA	PE1BO
- Per DS0 circuit reconfigured	\$23.00	NA	PE1BP
Per customer request - DS1	\$52.00	NA	PE1B1
- Per DS1 circuit reconfigured	\$33.00	NA	PE1BS
Per customer request - DS3	\$52.00	NA	PE1B3
- Per DS3 circuit reconfigured	\$37.00	NA	PE1BE
For cable pairs assigned to collocation space Per 700 cable pairs, or fraction thereof	\$592.00	NA	PE1B7