

**BellSouth Telecommunications, Inc.**

Suite 400  
150 South Monroe Street  
Tallahassee, FL 32301-1556

marshall.criser@bellsouth.com

**Marshall M. Criser III**  
Vice President  
Regulatory & External Affairs

850 224 7798  
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January 3, 2003

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

030026-TP

Re: Approval of the Adoption of the negotiated agreement for Interconnection, Unbundling, Resale and, Collocation by BellSouth Telecommunications, Inc. ("BellSouth") and NuVox Communications, Inc. by NOS Communications, Inc. pursuant to Sections 251,252 and 271 of the Telecommunications Act of 1996.

Dear Mrs. Bayo:

Pursuant the Telecommunications Act of 1996, BellSouth and NuVox Communications, Inc. are submitting to the Florida Public Service Commission their negotiated agreement for the interconnection, unbundling of specific network elements, collocation of BellSouth networks, and resale of their telecommunications services to NuVox Communications, Inc.. The agreement was negotiated pursuant to sections 251,252 and 271 of the Act.

Please be advised that NuVox Communications, Inc. has adopted the BellSouth/ NOS Communications, Inc. agreement and any and all amendments in its entirety. The original agreement was approved in FPSC Docket No. 001198-TP. It is understood by all parties that the term of the adopted agreement can only be for the remaining term of the original CLEC agreement.

Pursuant to section 252(e) of the Act, the Commission is charged with approving or rejecting the negotiated agreement between BellSouth and NuVox Communications, Inc. within 90 days of its submission. The Commission may only reject such an agreement if it finds that the agreement, or any portion thereof, discriminates against a telecommunications carrier not a party to the agreement, or if implementation of the agreement, or any portion of the agreement, is not consistent with the public interest, convenience and necessity. Both parties represent that neither of these reasons exists as to the agreement they have negotiated and that the Commission should approve their agreement. This agreement will be deemed effective by operation of law on April 3, 2003.

Very truly yours,

*Marshall M. Criser III*  
Regulatory Vice President (KA)

DOCUMENT NUMBER DATE

00087 JAN-30

FPSC-COMMISSION CLERK

# **BELLSOUTH® / CLEC Agreement**

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**By and Between**  
**BellSouth Telecommunications, Inc.**  
**And**  
**NOS Communications, Inc.**

## AGREEMENT

This Agreement, which shall become effective thirty days following the date of the last signature of both Parties ("Effective Date"), is entered into by and between the telecommunications entities set forth below, ("NOS Communications, Inc."), a Maryland corporation on behalf of itself, and BellSouth Telecommunications, Inc., ("BellSouth"), a Georgia corporation, having an office at 675 W. Peachtree Street, Atlanta, Georgia, 30375, on behalf of itself and its successors and assigns.

NOS Communications, Inc.  
NOS Communications, Inc. d/b/a International Plus, d/b/a 011  
Communications, d/b/a The Internet Business Association d/b/a I Vantage  
Network Solutions  
NOS Communications, Inc. d/b/a INETBA

**WHEREAS**, the Telecommunications Act of 1996 (the "Act") was signed into law on February 8, 1996; and

**WHEREAS**, section 252(i) of the Act requires BellSouth to make available any interconnection, service, or network element provided under an agreement approved by the appropriate state regulatory body to any other requesting telecommunications carrier upon the same terms and conditions as those provided in the agreement in its entirety; and

**WHEREAS**, NOS Communications, Inc. has requested that BellSouth make available the interconnection agreement in its entirety executed between BellSouth and NuVox Communications, Inc. ("NuVox") dated June 30, 2000 for the states of Alabama, Florida, Georgia, Kentucky, Louisiana, Mississippi, North Carolina, South Carolina and Tennessee.

**NOW, THEREFORE**, in consideration of the promises and mutual covenants of this Agreement, NOS Communications, Inc. and BellSouth hereby agree as follows:

1. NOS Communications, Inc. and BellSouth shall adopt in its entirety, except for those items identified in Paragraphs 2. – 8. following, the NuVox Interconnection Agreement dated June 30, 2000 and any and all amendments to said agreement executed and approved by the appropriate state regulatory commission as of the date of the execution of this Agreement. The NuVox Interconnection Agreement and all amendments are attached hereto as Exhibit 1 and incorporated herein by this reference. The

adoption of this agreement with amendment(s) consists of the following:

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Amendment dated 08/06/01	2
Amendment dated 09/20/01	16
Amendment dated 12/14/01	1
Amendment dated 05/28/02	2
Amendment dated 05/28/02	255
Amendment dated 06/05/02	13
TOTAL	1130

2. The Parties hereby agree to delete Section 10.2.5 of Attachment 2.
3. The Parties hereby agree to delete Sections 6.1.2, 6.1.3, 6.1.3.1, 6.1.3.2, 6.1.3.3, and 6.1.4 of Attachment 3 and replace with Sections 6.1.2, 6.1.3, 6.1.4 and 6.1.4.1 as follows:
  - 6.1.2 ISP-bound Traffic is defined as calls to an information service provider or Internet service provider ("ISP") that are dialed by using a local dialing pattern (7 or 10 digits) by a calling party in one exchange to an ISP server or modem in either the same exchange or a corresponding Extended Area Service ("EAS") exchange as defined and specified in Section A3 of BellSouth's General Subscriber Service tariff. ISP-bound Traffic is not Local Traffic

subject to reciprocal compensation, but instead is information access traffic subject to the FCC's jurisdiction.

- 6.1.3 Notwithstanding the definitions of Local Traffic and ISP-bound traffic above, and pursuant to the FCC's Order on Remand and Report and Order in CC Docket 99-68 released April 27, 2001 ("ISP Order on Remand"), BellSouth and NOS Communications, Inc. agree to the rebuttable presumption that all combined circuit switched Local and ISP-bound Traffic delivered to BellSouth or NOS Communications, Inc. that exceeds a 3:1 ratio of terminating to originating traffic on a statewide basis shall be considered ISP-bound traffic for compensation purposes. BellSouth and NOS Communications, Inc. further agree to the rebuttable presumption that all combined circuit switched Local and ISP-bound Traffic delivered to BellSouth or NOS Communications, Inc. that does not exceed a 3:1 ratio of terminating to originating traffic on a statewide basis shall be considered Local Traffic for compensation purposes.
- 6.1.4 Neither Party shall pay compensation to the other Party for per minute of use rate elements associated with the Call Transport and Termination of ISP-bound Traffic and Local Traffic.
- 6.1.5 The appropriate elemental rates set forth in Exhibit A of this Attachment shall apply for Transit Traffic and Multiple Tandem Access as described in this Attachment.
4. Attachment 4 of the Agreement is hereby deleted in its entirety and replaced with new Attachment 4, as set forth in Exhibit 2, incorporated herein by reference.
5. Attachment 9 of the Agreement is hereby deleted in its entirety and replaced with a new Attachment 9, as set forth in Exhibit 3, incorporated herein by reference.
6. The rates for the state of Alabama contained in Exhibit G of Attachment 1, Exhibit C of Attachment 2, Exhibit A of Attachment 3 and Exhibit A of Attachment 7 are hereby deleted in entirety and replaced with the rates in Exhibit 4, incorporated herein by reference.
7. The rates for the state of North Carolina contained in Exhibit G of Attachment 1, Exhibit C of Attachment 2, Exhibit A of Attachment 3 and Exhibit A of Attachment 7 are hereby deleted in entirety and replaced with the rates in Exhibit 5, incorporated herein by reference.

8. The rates for the states of Florida, Georgia, Kentucky, Louisiana, Mississippi, South Carolina and Tennessee contained in Exhibit A of Attachment 3 are hereby deleted in entirety and replaced with the rates in Exhibit 6, incorporated herein by reference.
9. In the event that NOS Communications, Inc. consists of two (2) or more separate entities as set forth in the preamble to this Agreement, all such entities shall be jointly and severally liable for the obligations of NOS Communications, Inc. under this Agreement.
10. The term of this Agreement shall be from the effective date as set forth above and shall expire as set forth in section 2.1 of the NuVox Interconnection Agreement. For the purposes of determining the expiration date of this Agreement pursuant to section 2.1 of the NuVox Interconnection Agreement, the effective date shall be June 30, 2000.
11. NOS Communications, Inc. shall accept and incorporate any amendments to the NuVox Interconnection Agreement executed as a result of any final judicial, regulatory, or legislative action.
12. Every notice, consent, approval, or other communications required or contemplated by this Agreement shall be in writing and shall be delivered in person or given by postage prepaid mail, address to:

**BellSouth Telecommunications, Inc.**

BellSouth Local Contract Manager  
8th Floor  
600 North 19<sup>th</sup> Street  
Birmingham, Alabama 35203

and

ICS Attorney  
Suite 4300  
675 W. Peachtree St.  
Atlanta, GA 30375

**NOS Communications, Inc.**

William P. Wright  
Executive Director  
Corporate and Regulatory Affairs  
4380 Boulder Highway  
Las Vegas, Nevada 89121

or at such other address as the intended recipient previously shall have designated by written notice to the other Party. Where specifically required, notices shall be by certified or registered mail. Unless otherwise provided in this Agreement, notice by mail shall be effective on the date it is officially recorded as delivered by return receipt or equivalent, and in the absence of such record of delivery, it shall be presumed to have been delivered the fifth day, or next business day after the fifth day, after it was deposited in the mails.

IN WITNESS WHEREOF, the Parties have executed this Agreement through their authorized representatives.

**BellSouth Telecommunications, Inc.**

Elizabeth K. A. Shiraziki  
Signature

Elizabeth K. A. Shiraziki  
Name

Assistant Director  
Title

9/30/02  
Date

**NOS Communications, Inc.**

Joseph Kopy  
Signature

Joseph Kopy  
Name

President  
Title

9/26/02  
Date