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June 6, 2003

Ms. Blanca S. Bayo, Director  
Division of the Commission Clerk  
and Administrative Services  
Florida Public Service Commission  
2540 Shumard Oak Boulevard  
Tallahassee, FL 32399-0850

RECEIVED FPSC  
JUN - 6 AM 10:19  
COMMISSION  
CLERK

Re: Docket No.  
Petition of Verizon Florida Inc. for Approval of Amendment No. 1 to  
Interconnection, Resale, Unbundling and Collocation Agreement with  
Communications Xchange, LLC

Dear Ms. Bayo:

Please find enclosed an original and five copies of Verizon Florida Inc.'s Petition for Approval of Amendment No. 1 to Interconnection, Resale, Unbundling and Collocation Agreement with Communications Xchange, LLC. The amendment consists of a total of eight 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) 483-1256.

Sincerely,

Richard Chapkis

RC:tas  
Enclosures

DOCUMENT NUMBER - DATE

05042 JUN - 6 8

FPSC-COMMISSION CLERK

**BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION**

In re: Petition of Verizon Florida Inc. for ) Docket No.  
Approval of Amendment No. 1 to ) Filed: June 6, 2003  
Interconnection, Resale, Unbundling )  
and Collocation Agreement with )  
Communications Xchange, LLC )  
\_\_\_\_\_ )

**PETITION OF VERIZON FLORIDA INC. FOR APPROVAL OF  
AMENDMENT NO. 1 TO INTERCONNECTION, RESALE, UNBUNDLING AND  
COLLOCATION AGREEMENT WITH COMMUNICATIONS XCHANGE, LLC**

Verizon Florida Inc. (Verizon) (formerly GTE Florida Incorporated) files this petition before the Florida Public Service Commission (Commission) seeking approval of Amendment No. 1 to the Interconnection, Resale, Unbundling and Collocation Agreement with Communications Xchange, LLC (CommX). In support of this petition, Verizon states:

CommX's adoption in the state of Florida of the ICG Telecom Group Inc./Verizon California Inc. interconnection, resale, unbundling and collocation agreement was filed with the Commission on June 6, 2003. The attached amendment revises the Terms and Conditions of the original agreement as provided in the Resale Attachment and Pricing Appendix to the Resale Attachment appended hereto.

Verizon respectfully requests that the Commission approve the attached amendment and that Verizon be granted all other relief proper under the circumstances.

Respectfully submitted on June 6, 2003.

By: Richard A. Chapkis  
Richard Chapkis  
P. O. Box 110, FLTC0007  
Tampa, Florida 33601-0110  
Telephone No. (813) 483-1256  
  
Attorney for Verizon Florida Inc.

DOCUMENT NUMBER DATE  
05042 JUN-6 8  
FPSC-COMMISSION CLERK

**AMENDMENT NO. 1**

**to the**

**INTERCONNECTION, RESALE AND UNBUNDLING AGREEMENT**

**between**

**VERIZON FLORIDA INC.**

**and**

**COMMUNICATIONS XCHANGE, LLC**

THIS AMENDMENT No. 1 (this "Amendment") is made this 2<sup>nd</sup> day of May, 2003 (the "Effective Date"), by and between Verizon Florida Inc., a Florida corporation ("Verizon") with its principal place of business at 201 N. Franklin Street, Tampa, FL 33602-5167 and Communications Xchange, LLC, a Florida limited liability company ("CommX") with its principal place of business at 3550 Buschwood Park Drive, Suite 320, Tampa, FL 33618. (Verizon and CommX may be hereinafter referred to, each individually, as a "Party" and, collectively, as the "Parties"). This Amendment covers services in State of Florida (the "State").

**WITNESSETH:**

**WHEREAS**, pursuant to an adoption letter dated April 30, 2003 (the "Adoption Letter"), CommX adopted in the State of Florida, the voluntarily negotiated terms of the Interconnection Agreement between ICG Telecom Group Inc. ("ICG") and Verizon California Inc., f/k/a GTE California Incorporated ("Verizon California") that was approved by the California Public Utilities Commission as an effective agreement in the State of California, as such agreement exists on the date hereof after giving effect to operation of law (the "Terms"); and

**WHEREAS**, subsequent to the approval of the Terms, CommX notified Verizon that it desired to amend the Terms as set forth herein; 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. Resale Terms. The Parties agree that the Terms should be amended by the addition of the Resale Attachment and Pricing Appendix to the Resale Attachment attached hereto as Appendix A, which terms shall govern the provision of Resale services and shall be substituted in place of any Resale terms contained in the Verizon California Terms.

2. Conflict between this Amendment and the Terms. This Amendment shall be deemed to revise the terms and provisions of the Terms to the extent necessary to give effect to the terms and provisions of this Amendment. In the event of a conflict between the terms and provisions of this Amendment and the terms and provisions of the Terms, this Amendment shall govern, *provided, however*, that the fact that a term or provision appears in this Amendment but not in the Terms, or in the Terms but not in this Amendment, shall not be interpreted as, or deemed grounds for finding, a conflict for purposes of this Section 2.

3. Counterparts. This Amendment may be executed in one or more counterparts, each of which when so executed and delivered shall be an original and all of which together shall constitute one and the same instrument.

4. Captions. The Parties acknowledge that the captions in this Amendment have been inserted solely for convenience of reference and in no way define or limit the scope or substance of any term or provision of this Amendment.

5. Scope of this Amendment. This Amendment shall amend, modify and revise the Terms only to the extent set forth expressly in Section 1 of this Amendment, and, except to the extent set forth in Section 1

of this Amendment, the terms and provisions of the Terms shall remain in full force and effect after Effective Date.

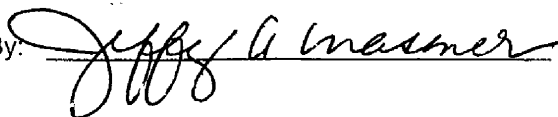
SIGNATURE PAGE

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed as of the Effective Date.

COMMUNICATIONS XCHANGE, LLC

VERIZON FLORIDA INC.

By: 

By: 

Printed: M.A. Viren

Printed: Jeffrey A. Masoner

Title: President

Title: Vice President - Interconnection Services

Date: May 8, 2003

Date: 5/19/03

**APPENDIX A  
RESALE ATTACHMENT**

**1. General**

Verizon shall provide to CommX, in accordance with this Amendment (including, but not limited to, Verizon's applicable Tariffs) and the requirements of Applicable Law, Verizon's Telecommunications Services for resale by CommX; provided, that notwithstanding any other provision of this Amendment, Verizon shall be obligated to provide Telecommunications Services to CommX only to the extent required by Applicable Law and may decline to provide a Telecommunications Service to CommX 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 CommX under this Resale Attachment only for the purpose of resale by CommX as a Telecommunications Carrier. Verizon Telecommunications Services to be purchased by CommX for other purposes (including, but not limited to, CommX's own use) must be purchased by CommX pursuant to other applicable Attachments to the Verizon California Terms (if any), or separate written agreements, including, but not limited to, applicable Verizon Tariffs.

2.2 CommX 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 the Verizon California Terms or in this Amendment (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 CommX to comply with this Section 2.2, CommX shall take those actions required by Applicable Law to determine the eligibility of CommX 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, required by Applicable Law. CommX shall indemnify Verizon from any Claims resulting from CommX's failure to take such actions required by Applicable Law.

2.2.6 Verizon may perform audits to confirm CommX'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 of the General Terms and Conditions of the Verizon California Terms.

- 2.3 CommX shall be subject to the same limitations that Verizon's Customers are subject to with respect to any Telecommunications Service that Verizon grandfathers 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 Telecommunications Service.
- 2.4 CommX 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 CommX Customers.

### **3. Availability of Verizon Telecommunications Services**

- 3.1 Verizon will provide a Verizon Telecommunications Service to CommX 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 to Verizon's Customers.
- 3.2 Except as otherwise required by Applicable Law, subject to Section 3.1 of this Attachment, Verizon shall have the right to add, modify, grandfather, discontinue or withdraw Verizon Telecommunications Services at any time, without the consent of CommX.
- 3.3 To the extent required by Applicable Law, the Verizon Telecommunications Services to be provided to CommX 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 CommX.

### **4. Responsibility for Charges**

CommX 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 CommX Customer locations for the purpose of installing, inspecting, maintaining, repairing, and removing, facilities, equipment, software, and wiring used to provide the Verizon Telecommunications Services. CommX shall, at CommX'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 CommX or CommX Customers for use with Verizon Telecommunications Services.

5.2 Branding.

- 5.2.1 Except as stated in Section 5.2.2 of this Attachment, in providing Verizon Telecommunications Services to CommX, 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 CommX to use Verizon's Marks.
- 5.2.2 To the extent required by Applicable Law, upon request by CommX and at prices, terms and conditions to be negotiated by CommX and Verizon, Verizon shall provide Verizon Telecommunications Services for resale that are identified by CommX'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, CommX will be responsible for entering into a direct contractual arrangement with the third-party contractor at CommX's expense (a) to obtain identification of Verizon Operator Services or Verizon Directory Assistance Services purchased by CommX for resale with CommX's trade name, or (b) to obtain removal of Verizon Marks from Verizon Operator Services or Verizon Directory Assistance Services purchased by CommX for resale.

**6. Rates and Charges**

The rates and charges for Verizon Telecommunication Services purchased by CommX for resale pursuant to this Attachment shall be as provided in this Attachment and the Pricing Appendix to the Resale Attachment.

**7. Good Faith Performance**

If and, to the extent that, Verizon, prior to the Effective Date of this Amendment, has not provided in the State of Florida a service or arrangement offered under this Attachment, Verizon reserves the right to negotiate in good faith with CommX reasonable terms and conditions (including, without limitation, rates and implementation timeframes) for such service or arrangement; and, if the Parties cannot agree to such terms and conditions (including, without limitation, rates and implementation timeframes), either Party may utilize the Verizon California Terms' dispute resolution procedures.



**Pricing Appendix to the Resale Attachment  
Florida**

**I. Services Available for Resale**

The avoided cost discount for all Resale services is 13.04%

**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 Initial Service Order - Changeover	\$ 21.62
Non-Engineered Initial Service Order - As Specified	\$ 82.13
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. No discount applies to such 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

## **Application of NRCs**

### **Pre-ordering:**

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

Customer Record Search applies when CommX 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 CommX. 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 CommX. 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 fieldwork is required.

Manual Ordering Charge applies to orders that require Verizon to manually enter CommX'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 CommX requests service prior to the standard due date intervals.

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

Hot Coordinated Conversion First Hour applies if CommX 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 copies of the foregoing were sent via overnight delivery(\*)  
on June 5, 2003 and U.S. mail(\*\*) on June 6, 2003 to:

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

Communications Xchange, LLC(\*\*)  
Attention: Joyce Gailey  
3550 Buschwood Park Drive  
Suite 320  
Tampa, FL 33618

  
Richard Chapkis