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BellSouth Telecommunications, Inc. Suite 400 150 South Monroe Street Tallahassee, FL 32301-1556

marshall criser@bellsouth.com

May 15, 2002

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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 Amendment to the Interim Interconnection Agreement Negotiated by BellSouth Telecommunications, Inc. ("BellSouth") and Florida Digital Network, 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 Florida Digital Network, Inc. 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 Florida Digital Network, Inc.. The initial agreement between the companies was filed in Docket 020193-TP, on March 7, 2002, and will be deemed effective by Operation of Law on June 7, 2002

Pursuant to section 252(e) of the Act, the Commission is charged with approving or rejecting this amendment to the negotiated agreement between BellSouth and Florida Digital Network, 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 agree that neither of these reasons exists as to the agreement they have negotiated and therefore, as such this amendment should be deemed effective by operation of law on August 15, 2002.

Very truly yours,

U.M. Criser II AUS CAF SMP Edmond COM (UA) Regulatory Vice President CTR ECR 3CL)PC **AMS** RECEIVER SEC: этн OF RECORDS

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ATTACHMENT TO TRANSMITTAL LETTER FOR CLEC Contracts and Adoption Papers

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The Agreement entered into by and between Florida Digital Network, Inc. and BellSouth Telecommunications, Inc., dated April 16, 2002, for the state of Florida consists of the following:

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AMENDMENT TO INTERIM AGREEMENT BETWEEN BELLSOUTH TELECOMMUNICATIONS, INC. AND FLORIDA DIGITAL NETWORK, INC. DATED SEPTEMBER 5, 2001

This Agreement (the "Amendment") is made and entered into between BellSouth Telecommunications, Inc. ("BellSouth") a Georgia corporation, and Florida Digital Network, Inc. ("FDN") a Delaware corporation.

WHEREAS, The Parties desire to amend that certain Interim Agreement between BellSouth and FDN dated September 5, 2001 (the "Interim Agreement") in order to incorporate the rates, terms, and conditions of the Settlement Agreement entered into by the Parties on April 24, 2001;

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 FDN hereby covenant and agree as follows:

1. The rates, terms, and conditions in Exhibit 1 attached hereto and incorporated herein by this reference shall be added to the Interim Agreement. Such rates terms and conditions shall supercede any and all rates, terms, and conditions for Local Interconnection in any other Agreement between the Parties, including but not limited to the Expired Agreement, as defined in the Interim Agreement.

2. The Parties agree that all of the other provisions of the Interim Agreement shall remain in full force and effect.

3. 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: Maraging Director Date: Alun

Florida Digital Netwo Title: PE

Date:

Exhibit 1

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Exhibit 1 Attachment 3 Page 1

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Attachment 3

Local Interconnection

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Local Interconnection: Call Transport and Termination

The Parties shall provide interconnection with each other's networks for the transmission and routing of telephone exchange service (local) and exchange access (intraLATA toll and switched access) on the following terms:

1. Network Interconnection

- 1.1 Interconnection is available to both Parties through: (1) delivery of a Party's facilities to a collocation arrangement or Fiber Meet arrangement as defined in this Agreement; or (2) interconnection via purchase of facilities from the other Party. Interconnection may be provided by the Parties at any other technically feasible point. Requests to BellSouth for interconnection at other points may be made through the Bona Fide Request/New Business Request process set out in General Terms and Conditions.
- 1.2 FDN must establish, at a minimum, a single Point of Presence, Interface, and Interconnection with BellSouth within the LATA for the delivery of FDN originated local, intraLATA toll and transit traffic. If FDN chooses to interconnect at a single Point of Interconnection within a LATA, the interconnection must be at a BellSouth Access Tandem. Furthermore, FDN must establish Points of Interconnection at all BellSouth access and local tandems where FDN NXXs are "homed." A "Homing" arrangement is defined by a "Final" Trunk Group between the BellSouth Tandem and FDN End Office switch. A "Final" Trunk Group is the last choice telecommunications path between the Tandem and End Office switch. It is FDN's responsibility to enter its own NPA/NXX access and/or local tandem "homing" arrangements into the national Local Exchange Routing Guide (LERG).
- 1.2.1 In order for FDN to home its NPA/NXX(s) on a BellSouth Tandem, FDN's NPA/NXX(s) must be assigned to an Exchange Rate Center Area served by that BellSouth Tandem and as specified by BellSouth. The specified association between BellSouth Tandems and Exchange Rate Center Areas is defined in the Local Exchange Routing Guide (LERG) as it is revised from time to time.
- 1.3 A **Point of Presence (POP)** is the physical location (a structure where the environmental, power, air conditioning, etc. specifications for a Party's terminating equipment can be met) at which a Party establishes itself for obtaining access to the other Party's network. The POP is the physical location within which the Point of Interfaces occur.

1.4

A **Point of Interface** is the physical telecommunications interface between BellSouth and FDN's interconnection functions. It establishes the technical interface and point of operational responsibility. The primary function of the Point of Interface is to serve as the terminus for the interconnection service. The Point of Interface has the following main characteristics:

- 1. It is a cross-connect point to allow connection, disconnection, transfer or restoration of service.
- 2. It is a point where BellSouth and FDN can verify and maintain specific performance objectives.
- It is specified according to the interface offered in the applicable tariff or local interconnection agreement (for example: for DS1 service the FCC # 1 tariff specifies that the interface meets the technical specifications detailed in Generic Requirements GR-342-CORE, Issue 1, December 1995.)
- 4. The Parties provide their own equipment (CPE) to interface with the DS0, DS1, DS3, STS1 and/or OCn circuits on the customer premises.
- 1.5 The **Point of Interconnection** is the point at which the originating Party delivers its originated traffic to the terminating Party's first point of switching on the terminating Party's common (shared) network for call transport and termination. Points of Interconnection are available at either Access Tandems, Local Tandems, or End Offices as described in this Agreement. FDN's requested Point of Interconnection will also be used for the receipt and delivery of transit traffic at BellSouth Access and Local Tandems. Points of Interconnection established at the BellSouth Local Tandem shall not be used to interconnect for the exchange of Switched Access Traffic or intraLATA toll.
- 1.6 FDN, at its option, shall establish Points of Presence and Points of Interface for the delivery of its originated local and intraLATA toll traffic to BellSouth. The Point of Interface may not necessarily be established at the Point of Interconnection. BellSouth shall designate the Points of Presence and Points of Interface for the delivery of traffic originated by BellSouth to FDN for call transport and termination by FDN.
- 1.7 Effective as of the date of signature by both Parties of this Interconnection Agreement, the Parties shall institute a bill and keep compensation plan under which neither Party will charge the other Party recurring and nonrecurring charges associated with trunks and facilities for the exchange of local (nontransit) traffic. Each Party has the obligation to install the appropriate trunks and associated facilities on its respective side of the Point of Interface and is responsible for bearing its own costs on its side of the Point of Interface. Both Parties, as appropriate, shall be compensated for the ordering of trunks and facilities for transit traffic and for ancillary traffic types including, but not limited

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to, 911 and OS/DA. The Parties agree that charges for such trunks and facilities are as set forth in Exhibit A to this Attachment. In the event that a Party chooses to lease facilities from the other Party for its originating traffic, in lieu of installing facilities and trunks on its side of the Point of Interface as required by Section 1.6, such facilities and the corresponding trunks are not subject to bill and keep, but shall be purchased in accordance with Section 1.8.1.

1.8 Interconnection via Purchase of Facilities

1.8.1 In lieu of providing facilties and trunks on its side of the Point of Interface, either Party may purchase Local Channel facilities from the Party's specified Point of Interface to its designated serving wire center. The Parties agree that charges for such Local Channel facilities are as set forth in Exhibit A to this Attachment. If a nonrecurring or recurring rate is not identified in Exhibit A for a Local Channel, the rate shall be as set forth in the appropriate Party's intrastate or interstate tariff for switched access services as filed and effective with the appropriate Commission.

> Additionally, in lieu of providing facilities and trunks on its side of the Point of Interface, either Party may purchase Dedicated Transport facilities from its designated serving wire center to the other Party's first point of switching. The Parties agree that charges for such Dedicated Transport facilities are as set forth in Exhibit A to this Attachment. If a nonrecurring or recurring rate is not identified in Exhibit A for Dedicated Transport, the rate shall be as set forth in the appropriate Party's intrastate or interstate tariff for switched access services as filed and effective with the appropriate Commission.

- 1.8.2 For the purposes of this Attachment, <u>Local Channel</u> is defined as a switch transport facility between a Party's Point of Presence and its designated serving wire center.
- 1.8.3 For the purposes of this Attachment, <u>Serving Wire Center</u> is defined as the wire center owned by one Party from which the other Party would normally obtain dial tone for its Point of Presence.
- 1.8.4 For the purposes of this Attachment, <u>Dedicated Transport</u> is defined as a switch transport facility between a Party's designated serving wire center and the first point of switching on the other Party's common (shared) network.
- 1.9 BellSouth Multiple Tandem Access (MTA) provides for LATA wide BellSouth transport and termination of FDN-originated local and intraLATA toll traffic transported by BellSouth by establishing a Point of Interconnection at a BellSouth access tandem with routing through multiple BellSouth access tandems as required. However, FDN must still establish Points of

Interconnection at all BellSouth access tandems where FDN NXXs are "homed". If FDN does not have NXXs homed at a BellSouth access tandem within a LATA and elects not to establish Points of Interconnection at such BellSouth access tandem, FDN can order MTA in each BellSouth access tandem within the LATA where it does have a Point of Interconnection and BellSouth will terminate traffic to end-users served through those BellSouth access tandems where FDN does not have a Point of Interconnection. MTA shall be provisioned in accordance with BellSouth's reasonable and nondiscriminatory Ordering Guidelines.

- 1.9.1 MTA does not include switched access traffic that transits the BellSouth network to an Interexchange Carrier (IXC). Switched Access traffic will be delivered to and by IXCs based on FDN's NXX Access Tandem homing arrangement as specified by FDN in the national Local Exchange Routing Guide (LERG).
- 1.9.2 For FDN -originated local and intraLATA toll traffic that BellSouth transports but is destined for termination by a third Party network (transit traffic), BellSouth MTA is required if multiple BellSouth access tandems are necessary to deliver the call to the third Party network.
- 1.9.3 With MTA, for the delivery of FDN's local and ISP bound traffic, FDN will be accessed charges as specified in Exhibit A to this Attachment for the additional transport and tandem switching required as a result of MTA on an elemental basis in addition to the reciprocal compensation or intercarrier compensation rate to which the Parties have agreed in Section 6.1.2. In the situation of tandem exhaust at any particular tandem, where the Parties choose MTA as an alternative routing plan, the Parties will negotiate appropriate rates, terms and conditions.
- 1.9.4 To the extent FDN does not purchase MTA in a calling area that has multiple access tandems serving the calling area as defined by BellSouth, FDN must establish Points of Interconnection to every access tandem in the calling area in order to serve the entire calling area. To the extent FDN does not purchase MTA and provides intraLATA toll service to its customers, it may be necessary for it to establish a Point of Interconnection to additional BellSouth access tandems that serve end offices outside the local calling area.
- 1.10 **Local Tandem Interconnection.** This interconnection arrangement allows FDN to establish a Point of Interconnection at BellSouth local tandems for: (1) the delivery of FDN-originated local traffic transported and terminated by BellSouth to BellSouth end offices within the local calling area as defined in BellSouth's GSST, section A3 served by those BellSouth local tandems, and (2) for local transit traffic transported by BellSouth for third party network providers who have also established Points of Interconnection at those BellSouth local tandems.

- 1.10.1 When a specified local calling area is served by more than one BellSouth local tandem, FDN must designate a "home" local tandem for each of its assigned NPA/NXXs and establish trunk connections to such local tandems. Additionally, FDN may choose to establish a Point of Interconnection at the BellSouth local tandems where it has no codes homing but is not required to do so. FDN may deliver local traffic to a "home" BellSouth local tandem that is destined for other BellSouth or third party network provider end offices subtending other BellSouth local tandems in the same local calling area where FDN does not choose to establish a Point of Interconnection. It is FDN's responsibility to enter its own NPA/NXX local tandem homing arrangements into the Local Exchange Routing Guide (LERG) either directly or via a vendor in order for other third party network providers to determine appropriate traffic routing to FDN's codes. Likewise, FDN shall obtain its routing information from the LERG.
- 1.10.2 Notwithstanding establishing Points of Interconnection to BellSouth's local tandems, FDN must also establish Points of Interconnection to BellSouth access tandems within the LATA on which FDN has NPA/NXXs homed for the delivery of Interexchange Carrier Switched Access (SWA) and toll traffic, and traffic to Type 2A CMRS connections located at the access tandems. BellSouth cannot switch SWA traffic through more than one BellSouth access tandem. SWA, Type 2A CMRS or toll traffic routed to the local tandem in error will not be backhauled to the BellSouth access tandem for completion. (Type 2A CMRS interconnection is defined in BellSouth's A35 General Subscriber Services Tariff.)
- 1.10.3 BellSouth's provisioning of local tandem interconnection assumes that FDN has executed the necessary local interconnection agreements with the other third party network providers subtending those local tandems as required by the Act.

1.11 Fiber Meet

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- 1.11.1 "Fiber-Meet" is an interconnection arrangement whereby the Parties physically interconnect their networks via an optical fiber interface (as opposed to an electrical interface) at a mutually agreed upon location, at which one Party's facilities, provisioning, and maintenance responsibility begins and the other Party's responsibility ends (i.e. Point Of Interface).
- 1.11.2 If FDN elects to establish a Point of Interconnection with BellSouth pursuant to a Fiber Meet, FDN and BellSouth shall jointly engineer and operate a Synchronous Optical Network ("SONET") transmission system by which they shall interconnect their transmission and routing of local traffic via a Local Channel facility at either the DS0, DS1, or DS3 level and shall be ordered via an Access Services Request ("ASR") in the initial phase of this offering. The

Parties shall work jointly to determine the specific transmission system. However, FDN's SONET transmission must be compatible with BellSouth's equipment in the serving wire center. The same vendor's equipment and software version must be used, and the Data Communications Channel (DCC) must be turned off.

- 1.11.3 BellSouth shall, wholly at its own expense, procure, install and maintain the agreed upon SONET equipment in the BellSouth Interconnection Wire Center ("BIWC").
- 1.11.4 FDN shall, wholly at its own expense, procure, install and maintain the agreed upon SONET equipment in the FDN Interconnection Wire Center (" FDN Wire Center").
- 1.11.5 BellSouth shall designate a Point of Interface outside the BIWC as a Fiber Meet point, and shall make all necessary preparations to receive, and to allow and enable FDN to deliver, fiber optic facilities into the Point of Interface with sufficient spare length to reach the fusion splice point at the Point of Interface. BellSouth shall, wholly at its own expense, procure, install, and maintain the fusion splicing point in the Point of Interface. A Common Language Location Identification ("CLLI") code will be established for each Point of Interface. The code established must be a building type code. All orders shall originate from the Point of Interface (i.e., Point of Interface to FDN, Point of Interface to BellSouth).
- 1.11.6 FDN shall deliver and maintain such strands wholly at its own expense. Upon verbal request by FDN, BellSouth shall allow FDN access to the Fiber Meet entry point for maintenance purposes as promptly as possible.
- 1.11.7 The Parties shall jointly coordinate and undertake maintenance of the SONET transmission system. Each Party shall be responsible for maintaining the components of their own SONET transmission system.
- 1.11.8 Each Party will be responsible for (i) providing its own transport facilities to the Fiber Meet, and (ii) the cost to build-out its facilities to such Fiber Meet.
- 1.11.9 Neither Party shall charge the other for its portion of the Fiber Meet facility used exclusively for non-transit local traffic (i.e., the Local Channel). Charges incurred for other services including dedicated transport facilities to the Point of Interconnection if applicable will apply. Charges for Switched and Special Access Services shall be billed in accordance with the Parties' applicable Access Service tariffs (e.g., the BellSouth Interstate or Intrastate Access Services Tariff).

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1.11.10 The term "Special Access Service" means the offering of dedicated facilities for the purpose of the origination or termination of telecommunications traffic to or from an interexchange carrier to or from each Parties' telephone exchange service customers in a given area.

2. Interconnection Trunking and Routing

- 2.1 BellSouth and FDN shall establish interconnecting trunk groups and trunking configurations between networks including the establishment of one-way or two-way trunks in accordance with Sections 2.4 and 2.5 of this attachment.
- 2.2 Any FDN interconnection request that deviates from the standard trunking configurations as described in the *BellSouth Call Transport & Termination* Service For Facility Based CLECs section of the Facility Based CLEC Activation Requirements Customer Guide that affects traffic delivered to FDN from a BellSouth switch that requires special BellSouth switch translations and other network modifications will require FDN to submit a Bona Fide Request/New Business Request via the Bona Fide Request/New Business Request Process set forth in General Terms and Conditions.
- 2.3 Except as otherwise provided in 1.7, all terms and conditions, as well as charges, both non-recurring and recurring, associated with interconnecting trunk groups between BellSouth and FDN not addressed in Exhibit A shall be as set forth in the appropriate intrastate or interstate tariff for switched access services of the Parties. FDN shall be responsible for ordering and paying for any two-way trunks carrying transit traffic.
- 2.4 Two-Way Trunking Requirements:

The following requirements apply to two-way trunking that carries the Parties local and intraLATA toll.

1. If a Party chooses to interconnect using two-way trunking, that Party shall initiate such two-way trunking request. The quantity of two way trunking shall be mutually agreed upon and shall be jointly provisioned.

2. The Point of Interface will be located at a mutually agreed upon location.

3. BellSouth and FDN will jointly review the trunk forecast, as needed, on a periodic basis, or at least every six (6) months.

4. FDN will order trunks using access service request (ASR) process in place for Local Interconnection after the joint planning meeting takes place between BellSouth and FDN.

5. BellSouth and FDN will agree on traffic engineering parameters that will be used in the engineering of the trunk groups. BellSouth will provide the same quality of service that it provides to itself.

6. BellSouth and FDN agree to meet and resolve service-affecting situations in a timely manner. This contact will normally be made through the Account Team and FDN's Vice President of Engineering.

7. Establishing a two-way trunk group does not preclude BellSouth or FDN from adding one-way trunk groups within the same Local Calling Area.

8. For technical reasons, two-way trunk groups may not be ordered to a BellSouth DMS100 Local Tandem or DMS100 End Office.

9. BellSouth will be responsible for the installation and maintenance of its trunks and facilities to the mutually agreed Point of Interface, and FDN will be responsible for the installation and maintenance of its trunks and facilities to the mutually agreed to Point of Interface.

2.5 BellSouth Access Tandem Interconnection Architectures

2.5.1 BellSouth Access Tandem Interconnection provides intra-tandem access to subtending end offices. BellSouth Multiple Tandem Access (MTA), described later in this Agreement, may be ordered using any of the following access tandem architectures.

2.5.2 <u>Basic Architecture</u>

2.5.2.1 In this architecture, FDN's originating Local and IntraLATA Toll and originating and terminating Transit Traffic is transported on a single two-way trunk group between FDN and BellSouth access tandem(s) within a LATA. This group carries intra-tandem Transit Traffic between FDN and Independent Companies, Interexchange Carriers, other CLECs and other network providers with which FDN desires interconnection and has the proper contractual arrangements. This group also carries FDN originated inter-tandem traffic transiting a single BellSouth access tandem destined to third party tandems such as an Independent Company tandem or other CLEC tandem. BellSouth originated Local and intraLATA Toll traffic is transported on a single one-way trunk group terminating to FDN. Other trunk groups for operator services, directory assistance, emergency services and intercept may be established if required. The LERG should be referenced for current routing and tandem serving arrangements. The Basic Architecture is illustrated in Exhibit B.

- 2.5.3 <u>One-Way Trunking Architecture</u>
- 2.5.3.1In this architecture, the Parties interconnect using two one-way trunk groups. One one-way trunk group carries FDN-originated local and intraLATA toll traffic destined for BellSouth end-users. The other one-way trunk group carries BellSouth-originated local and intraLATA toll traffic destined for FDN endusers. A third two-way trunk group is established for FDN's originating and terminating Transit Traffic. This group carries intra-tandem Transit Traffic between FDN and Independent Companies, Interexchange Carriers, other CLECs and other network providers with which FDN desires interconnection and has the proper contractual arrangements. This group also carries FDN originated inter-tandem traffic transiting a single BellSouth access tandem destined to third party tandems such as an Independent Company tandem or other CLEC tandem. Other trunk groups for operator services, directory assistance, emergency services and intercept may be established if required. The LERG should be referenced for current routing and tandem serving arrangements. The One-Way Trunking Architecture is illustrated in Exhibit C.
- 2.5.4 <u>Two-Way Trunking Architecture</u>
- 2.5.4.1 The Two-Way Trunking Architecture establishes one two-way trunk group to carry local and intraLATA toll traffic between FDN and BellSouth. To establish this architecture, FDN and BellSouth must meet the Two-way Trunking Requirements described in this Attachment. In addition, a two-way transit trunk group must be established for FDN's originating and terminating Transit Traffic. This group carries intra-tandem Transit Traffic between FDN and Independent Companies, Interexchange Carriers, other CLECs and other network providers with which FDN desires interconnection and has the proper contractual arrangements. This group also carries FDN originated inter-tandem traffic transiting a single BellSouth access tandem destined to third party tandems such as an Independent Company tandem or other CLEC tandem. Other trunk groups for operator services, directory assistance, emergency services and intercept may be established if required. The LERG should be referenced for current routing and tandem serving arrangements. The Two-Way Trunking Architecture is illustrated in Exhibit D.
- 2.5.5 <u>Supergroup Architecture</u>
- 2.5.5.1 In the Supergroup Architecture, the Parties Local and IntraLATA Toll and FDN's Transit Traffic is exchanged on a single two-way trunk group between FDN and BellSouth. To establish this architecture, FDN and BellSouth must meet the Two-way Trunking Requirements described in this Attachment. This

group carries intra-tandem Transit Traffic between FDN and Independent Companies, Interexchange Carriers, other CLECs and other network providers with which FDN desires interconnection and has the proper contractual arrangements. This group also carries FDN originated inter-tandem traffic transiting a single BellSouth access tandem destined to third party tandems such as an Independent Company tandem or other CLEC tandem. Other trunk groups for operator services, directory assistance, emergency services and intercept may be established if required. The LERG should be referenced for current routing and tandem serving arrangements. The Supergroup Architecture is illustrated in Exhibit E.

FDN may establish interconnection at BellSouth end offices for the delivery of FDN originated local and intraLATA toll traffic destined for BellSouth end-users served by that end-office.

2.6.1 When end office trunking is ordered by BellSouth to deliver BellSouth originated traffic to FDN, BellSouth will provide overflow routing through BellSouth tandems consistent with how BellSouth overflows its traffic. The overflow will be based on the homing arrangements FDN displays in the LERG. Likewise, if FDN interconnects to a BellSouth end office for delivery of FDN originated traffic, FDN will overflow the traffic through the BellSouth tandems based on the BellSouth homing arrangements shown in the LERG.

2.6.2 The Parties shall utilize direct end office trunking under the following conditions:

(1) Tandem Exhaust - If a tandem through which the Parties are interconnected is unable to, or is forecasted to be unable to support additional traffic loads for any period of time, the Parties will mutually agree on an end office trunking plan or an alternative routing plan that will alleviate the tandem capacity shortage and ensure completion of traffic between FDN and BellSouth's subscribers.

(2) Traffic Volume –To the extent either Party has the capability to measure the amount of traffic between a FDN switching center and a BellSouth end office, that Party shall install and retain direct end office trunking sufficient to handle actual or reasonably forecasted traffic volumes, whichever is greater, between a FDN switching center and a BellSouth end office where the traffic exceeds or is forecasted to exceed two DS1s of local traffic per month. Either Party will install additional capacity between such points when overflow traffic between FDN's switching center and BellSouth's end office exceeds or is forecasted to exceed two DS1s of local traffic per month. In the case of one way trunking from FDN, additional trunking shall be required when its traffic volume has achieved the preceding threshold. Additionally, in the case of one-way trunks from BellSouth, additional trunking may be requested by either party when its traffic volume has achieved a single DS1 of local traffic per month.

2.6

(3) Mutual Agreement - The Parties may install direct end office trunking upon mutual agreement in the absence of the conditions (1) or (2) above.

- 2.7 Switched Access traffic will be delivered to and by IXCs based on FDN's NXX Access Tandem homing arrangement as specified by FDN in the national Local Exchange Routing Guide (LERG).
- 2.8 All trunk groups will be provisioned as Signaling System 7 (SS7) capable where technically feasible.

3. Network Design and Management for Interconnection

- 3.1 <u>Network Management and Changes</u>. Both Parties will work cooperatively with each other to install and maintain the most effective and reliable interconnected telecommunications networks, including but not limited to, the exchange of tollfree maintenance contact numbers and escalation procedures. Both Parties agree to provide public notice of changes in the information necessary for the transmission and routing of services using its local exchange facilities or networks, as well as of any other changes that would affect the interoperability of those facilities and networks.
- 3.2 Interconnection Technical Standards. The interconnection of all networks will be based upon accepted industry/national guidelines for transmission standards and traffic blocking criteria. Interconnecting facilities shall conform, at a minimum, to the telecommunications industry standard of DS-1 pursuant to Telcordia Standard No. TR-NWT-00499. Signal transfer point, Signaling System 7 ("SS7") connectivity is required at each interconnection point. BellSouth will provide out-of-band signaling using Common Channel Signaling Access Capability where technically feasible, in accordance with the technical specifications set forth in the BellSouth Guidelines to Technical Publication, TR-TSV-000905. Facilities of each Party shall provide the necessary on-hook, offhook answer and disconnect supervision and shall hand off calling number ID (Calling Party Number) when technically feasible.
- 3.3 <u>Quality of Interconnection</u>. The local interconnection for the transmission and routing of telephone exchange service and exchange access that each Party provides to each other will be at least equal in quality to what it provides to itself and any subsidiary or affiliate, where technically feasible, or to any other Party to which each Party provides local interconnection. BellSouth shall provide interconnection facilities that meet the same technical criteria and service standards used in BellSouth's own network including the probability of blocking in peak hours and transmission standards.

- 3.4 <u>Network Management Controls</u>. Both Parties will work cooperatively with each other to apply sound network management principles by invoking appropriate network management controls, *e.g.*, call gapping, to alleviate or prevent network congestion.
- 3.5 <u>Common Channel Signaling</u>. Both Parties will provide LEC-to-LEC Common Channel Signaling ("CCS") to each other, where available, in conjunction with all traffic in order to enable full interoperability of CLASS features and functions except for call return. All CCS signaling parameters will be provided, including automatic number identification ("ANI"), originating line information ("OLI") calling company category, charge number, etc. All privacy indicators will be honored, and each Party will cooperate with each other on the exchange of Transactional Capabilities Application Part ("TCAP") messages to facilitate full interoperability of CCS-based features between the respective networks.

3.6 Forecasting Requirements

- 3.6.1 The Parties shall exchange technical descriptions and forecasts of their interconnection and traffic requirements in sufficient detail necessary to establish the interconnections required to assure traffic completion to and from all customers in their respective designated service areas. In order for BellSouth to provide as accurate reciprocal trunking forecasts as possible to FDN, FDN must inform BellSouth of any known or anticipated events that may affect BellSouth reciprocal trunking requirements. If FDN refuses to provide such information, BellSouth shall provide reciprocal trunking forecasts based only on existing trunk group growth and BellSouth annual estimated percentage of BellSouth's subscriber line growth.
- 3.6.2 Both Parties shall meet every six months or at otherwise mutually agreeable intervals for the purpose of exchanging non-binding forecast of its traffic and volume requirements for the interconnection and network elements provided under this Agreement, in the form and in such detail as agreed by the Parties. The Parties agree that each forecast provided under this Section shall be deemed "Confidential Information" in the General Terms and Conditions – Part A of this Agreement.
- 3.6.3 The trunk forecast should include trunk requirements for all of the interconnecting trunk groups for the current year plus the next two future years. The forecast meeting between the two companies may be a face-to-face meeting, video conference or audio conference. It may be held regionally or geographically. Ideally, these forecast meetings should be held at least semi-annually, or more often if the forecast is no longer usable. Updates to a forecast or portions thereof should be made whenever the Party providing the forecast deems that the latest trunk requirements exceed the original quantities by 48 trunks or 10%, whichever is greater. Either Party should notify the other Party if

they have measurements indicating that a trunk group is exceeding its designed call carrying capacity and is impacting other trunk groups in the network. Also, either Party should notify the other Party if they know of situations in which the traffic load is expected to increase significantly and thus affect the interconnecting trunk requirements as well as the trunk requirements within the other Party's network. The Parties agree that the forecast information provided under this Section shall be deemed "Confidential Information" as set forth in the General Terms and Conditions of this Agreement.

- 3.6.4 For a non-binding trunk forecast, agreement between the two Parties on the trunk quantities and the timeframe of those trunks does not imply any liability for failure to perform if the trunks are not available for use at the required time ordered. However, if one Party cannot meet an order at the time ordered, it will use its best efforts to meet such order within 180 days of the requested time.
- 3.7 <u>Signaling Call Information.</u> BellSouth and FDN will send and receive 10 digits for local traffic. Additionally, BellSouth and FDN will exchange the proper call information, i.e., originated call company number and destination call company number, CIC, and OZZ, including all proper translations for routing between networks and any information necessary for billing.

4. Parity in Ordering and Provisioning

Each Party shall provide interconnection ordering and provisioning services to the other Party that are Equal in Quality to the ordering and provisioning services the Parties provide themselves. "Equal in Quality" shall have the meaning accorded in Section 51.305(a)(3) of the FCC's Rules, 47 C.F.R. § 51.305(a)(3). Reasonable and nondiscriminatory procedures for ordering and provisioning BellSouth interconnection services are set forth in the *BellSouth Call Transport & Termination Service For Facility Based CLECs section of the Facility Based CLEC Activation Requirements Customer Guide*.

5. Local Dialing Parity

Each Party shall provide local dialing parity, meaning that each Party's customers will not have to dial any greater number of digits than the other Party's customers to complete the same call. In the event that an NPA/NXX overlay is being implemented, the option of dialing the NPA during the optional dialing transition period will not be considered a violation of local dialing parity. In addition, under equivalent interconnection arrangements, FDN local service customers will experience at least the same quality as BellSouth local service customers regarding post-dial delay, call completion rate and transmission quality.

6. Interconnection Compensation

Exhibit 1 Attachment 3 Page 16

- 6.1 Compensation for Call Transportation and Termination for Local Traffic and ISP-Bound Traffic, excluding access traffic.
- 6.1.1 For reciprocal compensation between the Parties pursuant to this Attachment, Local Traffic is defined as any circuit switched call that is originated by an end user of one Party and terminated to an end user of the other Party within a given LATA on that other Party's network, except for those calls that are originated or terminated through switched access arrangements as established by the ruling regulatory body.
- 6.1.1.1 Additionally, Local Traffic includes any cross boundary, voice-to-voice intrastate, interLATA or interstate, interLATA calls between specific wire centers established as a local call by the ruling regulatory body.
- 6.1.1.2 As further clarification, Local Traffic does not include calls that do not transmit information of the user's choosing. In any event, neither Party shall pay reciprocal compensation to the other if the "traffic" to which such reciprocal compensation would otherwise apply was generated, in whole or in part, for the purpose of creating an obligation on the part of the originating carrier to pay reciprocal compensation for such traffic.
- 6.1.2 The Parties will compensate each other on a mutual and reciprocal basis for the transport and termination of Local Traffic and ISP-bound traffic at the following rates:

1/1/01 - 3/31/01	\$.00200 per MOU
4/1/01 - 3/31/02	\$.00175 per MOU
4/1/02 - 3/31/03	\$.00150 per MOU
4/1/03 - 10/5/03	The Parties will negotiate a
rate for	the exchange of traffic. If the parties fail to negotiate a rate by $4/1/03$, the applicable FCC or State Commission approved rates for local and isp bound traffic will

The Parties recognize and agree that they negotiated these annual rates together as a complete rate structure to apply over the full three-year term of this Agreement and that the parties would not have mutually agreed to accept a single annual rate in any single year. Nothing in this Paragraph shall limit FDN's rights pursuant to Paragraph 6.1.3.3.

apply.

- 6.1.3 The Parties have been unable to agree upon whether dial up calls to Information Service Providers ("ISPs") should be considered Local Traffic for purposes of this Agreement. Dial-up Calls are defined as calls to an ISP that are dialed by using a local dialing pattern (7 or 10 digits) by the calling party (hereinafter referred to as "ISP-bound traffic"). However, without prejudice to either Party's position concerning the nature of ISP-bound traffic, the Parties agree for purposes of this Agreement only, to compensate each other for ISP-bound traffic at the same per minute of use rates set forth in Paragraph 6.1.2. It is expressly understood and agreed that this inter-carrier compensation mechanism for ISPbound traffic is being established: (1) in consideration for a waiver and release by each party for any and all claims for reciprocal compensation for ISP-bound traffic exchanged between the parties prior to Effective Date, which is hereby acknowledged; and (2) subject to the terms and conditions in section 6.1.4.
- 6.1.3.1 The Parties recognize and agree that the FCC will issue subsequent decisions on ISP-bound traffic ("Subsequent Decisions"). Upon request by a Party, the Parties must commence negotiation of an Amendment to incorporate the provisions of any such subsequent decision within forty-five (45) days, the Parties expressly agree that upon the effective date of a Subsequent Decision, this Agreement is deemed modified, without further action of the Parties further agree that there will be no true-up of amounts paid prior to the effective date of the Subsequent Decision. Instead, the Subsequent Decision will have only prospective application from the effective.
 - 6.1.3.2
 - 6.1.3.3 Nothing herein shall preclude FDN from exercising its rights under this Agreement or Section 252(i) of the 1996 Act and applicable FCC regulations to elect rates, terms, and conditions with respect to the payment of reciprocal compensation from any other approved interconnection agreement executed by BellSouth under which BellSouth is paying reciprocal compensation for ISPbound traffic other than on an interim basis. The Parties recognize and agree that this provision is intended to ensure that FDN is treated in the same manner with respect to the payment of reciprocal compensation for ISP-bound traffic as the competing local exchange carrier from whose interconnection agreement FDN seeks to elect rates, terms, and conditions. Accordingly, FDN agrees that it will not seek to elect reciprocal compensation rates, terms, or conditions from another interconnection agreement unless those rates, terms, and conditions apply to ISP-bound traffic (other than on an interim basis), either by the express terms of that agreement, by voluntary action by BellSouth, or pursuant to an effective state Commission or court order.

Exhibit 1 Attachment 3 Page 18

- 6.1.4 The Parties recognize and agree that the compensation for the transport and termination of Local Traffic set forth in section 6.1.2 and the inter-carrier compensation mechanism for ISP-bound traffic set forth in section 6.1.3 are intended to allow each Party to recover costs associated with such traffic. Accordingly, the Parties recognize and agree that such compensation will not be billed and shall not be paid for a call placed from a local exchange service provided by a Party, to establish or maintain a network connection if: (1) such call is not recognized by current industry practice to constitute traffic (voice or data) which results from a telephone call; (2) the end user customer does not control the dialed number destination and content of that call; or (3) a primary purpose of that call is to generate the payment of reciprocal compensation as a result of establishing or maintaining the network connection.
- 6.1.5 Neither Party shall represent switched access services traffic as Local Traffic for purposes of payment of reciprocal compensation.
- 6.2 <u>Unidentifiable traffic</u>. Unidentifiable traffic. FDN shall utilize its NPA/NXXs in such a way and will provide the necessary information so that BellSouth shall be able to distinguish Local from IntraLATA Toll traffic for BellSouth originated traffic. FDN end users' assigned NPA/NXX line numbers shall be physically located in the BellSouth rate center with which the NPA/NXX has been associated. Whenever BellSouth delivers traffic to FDN for termination on the FDN 's network, if BellSouth cannot determine, because of the manner in which FDN has utilized its NXX codes whether the traffic is local or toll, BellSouth will charge the applicable rates for originating intrastate network access service as reflected in BellSouth's Intrastate Access Service Tariff. BellSouth will make appropriate billing adjustments if FDN can provide sufficient information for BellSouth to determine whether said traffic is local or toll.
- 6.3 <u>Percent Local Use.</u> Each Party will report to the other a Percentage Local Usage ("PLU"). The application of the PLU will determine the amount of local minutes to be billed to the other Party. For purposes of developing the PLU, each Party shall consider every local call and every long distance call, excluding intermediary traffic. By the first of January, April, July and October of each year, BellSouth and FDN shall provide a positive report updating the PLU. Notwithstanding the foregoing, where the terminating company has message recording technology that identifies the traffic terminated, such information, in lieu of the PLU factor, shall at the company's option be utilized to determine the appropriate local usage compensation to be paid.
- 6.4 <u>Percentage Interstate Usage</u>. For combined interstate and intrastate FDN traffic terminated by BellSouth over the same facilities, FDN will be required to provide a projected Percentage Interstate Usage ("PIU") to BellSouth. All jurisdictional report requirements, rules and regulations for Interexchange Carriers specified in

BellSouth's Intrastate Access Services Tariff will apply to FDN. After interstate and intrastate traffic percentages have been determined by use of PIU procedures, the PLU factor will be used for application and billing of local interconnection. Notwithstanding the foregoing, where the terminating company has message recording technology that identifies the traffic terminated, such information, in lieu of the PLU factor, shall at the company's option be utilized to determine the appropriate local usage compensation to be paid.

- 6.5 Audits. On thirty (30) days written notice, each Party must provide the other the ability and opportunity to conduct an annual audit to ensure the proper billing of traffic. BellSouth and FDN shall retain records of call detail for a minimum of nine months from which a PLU and/or PIU can be ascertained. The audit shall be accomplished during normal business hours at an office designated by the Party being audited. Audit requests shall not be submitted more frequently than one (1) time per calendar year. Audits shall be performed by a mutually acceptable independent auditory paid for by the Party requesting the audit. The PLU and/or PIU shall be adjusted based upon the audit results and shall apply to the usage for the quarter the audit was completed, to the usage for the quarter prior to the completion of the audit, and to the usage for the two quarters following the completion of the audit. If, as a result of an audit, either Party is found to have overstated the PLU and/or PIU by twenty percentage points (20%) or more, that Party shall reimburse the auditing Party for the cost of the audit.
- 6.6 <u>Rate True-up</u>

This section applies only to Tennessee and any rates specified as interim subject to true-up

- 6.6.1 The interim prices for Unbundled Network Elements and Other Services and Local Interconnection shall be subject to true-up according to the following procedures:
- 6.6.2 The interim prices shall be trued-up, either up or down, based on final prices determined either by further agreement between the Parties, or by a final order (including any appeals) of the Commission which final order meets the criteria of (3) below. The Parties shall implement the true-up by comparing the actual volumes and demand for each item, together with interim prices for each item, with the final prices determined for each item. Each Party shall keep its own records upon which the true-up can be based, and any final payment from one Party to the other shall be in an amount agreed upon by the Parties based on such records. In the event of any disagreement as between the records or the Parties regarding the amount of such true-up, the Parties agree that the body having jurisdiction over the matter shall be called upon to resolve such differences, or the Parties may mutually agree to submit the matter to the Dispute Resolution

process in accordance with the provisions of Section 12 of the General Terms and Conditions and Attachment 1 of the Agreement.

6.6.3 The Parties may continue to negotiate toward final prices, but in the event that no such agreement is reached within nine (9) months, either Party may petition the Commission to resolve such disputes and to determine final prices for each item. Alternatively, upon mutual agreement, the Parties may submit the matter to the Dispute Resolution Process set forth in the General Terms and Conditions of the Agreement, so long as they file the resulting Agreement with the Commission as a "negotiated agreement" under Section 252(e) of the Act.

- 6.6.4 A final order of this Commission that forms the basis of a true-up shall be the final order as to prices based on appropriate cost studies, or potentially may be a final order in any other Commission proceeding which meets the following criteria:
 - BellSouth and CLEC is entitled to be a full Party to the (a) proceeding:
 - It shall apply the provisions of the federal Telecommunications (b) Act of 1996, including but not limited to Section 252(d)(1)(which contains pricing standards) and all then-effective implementing rules and regulations; and,
 - (c) It shall include as an issue the geographic deaveraging of unbundled element prices, which deaveraged prices, if any are required by said final order, shall form the basis of any true-up.
- 6.7 Compensation for IntraLATA Toll Traffic
- 6.7.1 IntraLATA Toll Traffic is defined as any telephone call that is not local or switched access per this Agreement
- 6.7.2 Compensation for intraLATA toll traffic. For terminating its intraLATA toll traffic on the other company's network, the originating Party will pay the terminating Party's current intrastate or interstate, whichever is appropriate, terminating switched access tariff rates as set forth in the terminating Party's Intrastate or Interstate Access Services Tariff as filed and in effect with the FCC or state Commission. The appropriate charges will be determined by the routing of the call. If one Party is the other Party's end user's presubscribed interexchange carrier or if one Party's end user uses the other Party as an interexchange carrier on a 101XXXX basis, the originating Party will charge the other Party the appropriate originating switched access tariff rates as set forth in the originating Party's Intrastate or Interstate Access Services Tariff as filed and in effect with the FCC or appropriate state Commission.

- 6.7.3 <u>Compensation for 800 Traffic</u>. Each Party shall compensate the other pursuant to the appropriate switched access charges, including the database query charge as set forth in the providing Party's tariff, as filed and effective with the FCC or appropriate State Commission.
- 6.7.4 <u>Records for 800 Billing</u>. Each Party will provide to the other the appropriate records necessary for billing intraLATA 800 customers. The records provided will be in a standard EMI format for a fee of \$0.013 per record.
- 6.7.5 <u>800 Access Screening</u>. Should FDN require 800 Access Ten Digit Screening Service from BellSouth, it shall have signaling transfer points connecting directly to BellSouth's local or regional signaling transfer point for service control point database query information. FDN shall utilize SS7 signaling links, ports and usage as set forth in Attachment 2. FDN will not utilize switched access FGD service. 800 Access Ten Digit Screening Service is an originating service that is provided via 800 Switched Access Service trunk groups from BellSouth's SS7 equipped end office or access tandem providing an IXC identification function and delivery of a call to the IXC based on the dialed ten digit number. The terms and conditions for this service are set out in BellSouth's Intrastate Access Services Tariff as amended.

6.8 <u>Mutual Provision of Switched Access Service</u>

- 6.8.1 The term "Switched Access Service" means the offering of switched facilities for the purpose of the origination or termination of telecommunications traffic to or from an interexchange carrier to or from each Parties' telephone exchange service customers in a given area. Switched Access Services include the following traffic types: Feature Group A, Feature Group B, Feature Group D, 800 access and 900 access services.
- 6.8.2 When BellSouth and FDN provide an access service connection between an interexchange carrier ("IXC") and each other, each Party will provide its own access services to the IXC on a multi-bill, multi-tariff meet-point basis. Each Party will bill its own access services rates to the IXC with the exception of the interconnection charge. The interconnection charge will be billed by the Party providing the end office function. The Parties will use the Multiple Exchange Carrier Access Billing (MECAB) system to establish meet point billing for all applicable traffic, including traffic terminated to ported numbers via INP and non-geographic NPAs. Thirty (30)-day billing periods will be employed for these arrangements. The recording Party agrees to provide to the initial billing company, at no charge, the switched access detailed usage data within no more than sixty (60) days after the recording date. The initial billing company will provide the switched access summary usage data to all subsequent billing company within 10 days of rendering the initial bill to the IXC. Each company

will notify the other when it is not feasible to meet these requirements so that the customers may be notified for any necessary revenue accrual associated with the significantly delayed recording or billing. As business requirements change data reporting requirements may be modified as necessary, by mutual agreement of the Parties.

- 6.8.3 In the event that either Party fails to provide switched access detailed usage data to the other Party within 90 days after the recording date and the receiving Party is unable to bill and/or collect access revenues due to the sending Party's failure to provide such data within said time period, then the Party failing to send the data as specified herein shall be liable to the other Party in an amount equal to the unbillable or uncollectible revenues. Each company will provide complete documentation to the other to substantiate any claim of unbillable access revenues. A negotiated settlement will be agreed upon between the companies.
- 6.8.4 Each company will retain for a minimum period of sixty (60) days, access message detail sufficient to recreate any data which is lost or damaged by their company or any third party involved in processing or transporting data.
- 6.8.5 Each company agrees to recreate the lost or damaged data within forty-eight (48) hours of notification by the other or by an authorized third party handling the data.
- 6.8.6 Each company also agrees to process the recreated data within forty-eight (48) hours of receipt at its data processing center.
- 6.8.7 All claims should be filed with the other company within 120 days of the receipt of the date of the unbillable usage.
- 6.8.8 The Initial Billing Company shall keep records of its billing activities relating to jointly-provided Intrastate and Interstate access services in sufficient detail to permit the Subsequent Billing Company to, by formal or informal review or audit, to verify the accuracy and reasonableness of the jointly-provided access billing data provided by the Initial billing Company. Each compañy agrees to cooperate in such formal or informal reviews or audits and further agrees to jointly review the findings of such reviews or audits in order to resolve any differences concerning the findings thereof.
- 6.9 **Transit Traffic Service**. Each Party shall provide tandem switching and transport services for the other's transit traffic. Transit traffic is traffic originating on one carrier's network that is switched and transported by the other Party and terminates on a third carrier's network. Rates for local transit traffic shall be the applicable call transport and termination charges as set forth in Exhibit A to this Attachment. Rates for intraLATA toll and Switched Access transit traffic shall be the applicable call transport and termination rates as set

forth in the providing Party's Interstate or Intrastate Switched Access tariffs. Billing associated with all transit traffic shall be pursuant to MECAB procedures. Wireless Type 1 traffic shall not be treated as transit traffic from a routing or billing perspective. Wireless Type 2A traffic shall not be treated as transit traffic from a routing or billing perspective until BellSouth and the Wireless carrier have the capability to properly meet-point-bill in accordance with MECAB guidelines.

- 6.9.1 The delivery of traffic which transits the BellSouth network and is transported to another carrier's network is excluded from any BellSouth billing guarantees and will be delivered at the rates as set forth in Exhibit A to this Attachment. FDN is responsible for and shall negotiate the necessary agreements or the placement of valid orders with the terminating carrier for the receipt of this traffic through the BellSouth network. BellSouth will not be liable for any compensation to the terminating carrier as a result of providing the transit function. Further, FDN agrees to compensate BellSouth for any charges or costs for the delivery of transit traffic to a connecting carrier on behalf of FDN for which a valid contract or order has not been established. Additionally, the Parties agree that any billing to a third party or other telecommunications carrier under this section shall be pursuant to MECAB procedures.
- 6.9.2 Except for as provided in 6.9.3, transit charges shall only be assessed on the originating carrier and shall not be assessed on the terminating carrier.
- 6.9.3 Transit charges associated with the provisioning of toll free services (e.g., 800/888/877) shall be assessed upon the terminating carrier and shall not be imposed on the originating carrier.

7. Frame Relay Service

7.1 FDN and BellSouth agree that, at the request of either Party, they will negotiate an amendment to this Agreement that provides rates, terms and conditions for frame relay service.

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