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December 16, 2005

Mrs. Beth Salak
Director, Division of Competitive Markets and Enforcement
Florida Public Service Commission
2540 Shumard Oak Boulevard
Tallahassee, Florida 32399-0850

Dear Mrs. Salak:

Pursuant to Florida Statute 364.05, we are filing herewith revision to our Access Service Tariff. Following are the pages being filed:

- Access Services Tariff
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 - Original Page 16

With this tariff filing, BellSouth Telecommunications, Inc., is revising the Access Services Tariff to add BellSouth SWA Contract Tariff FL2005-02 BellSouth SWA Pricing Flexibility.

Acknowledgment, date of receipt, and authority number of this filing are requested.

Your consideration and approval will be appreciated.

Yours very truly,

Jerry D. Hendrix (slg)

Regulatory Vice President

Attachments

EXECUTIVE SUMMARY

Introduction

With this filing, the Florida intrastate Access Services Tariff is being revised to introduce Alabama's second contract tariff, BellSouth SWA Contract Tariff No. FL2005-02.

Description of Present Tariff

Florida's current intrastate Access Services Tariff includes the first contract tariff, BellSouth Contract Tariff No. FL2005-02.

Description of Proposed Tariff

BellSouth SWA Contract Tariffs will enable BellSouth to offer its Interexchange Carrier (IXC) customers intrastate contract tariffs that are based upon a customer's annual usage commitment level and its actual usage achievement relative to that commitment. BellSouth SWA Contract Tariff No. FL2005-02 provides a volume and term discount plan with a 1 year contract term for selected BellSouth SWA Local Switching services. The rates and charges for Local Switching services included in BellSouth SWA Contract Tariff No. FL2005-02 are set forth in E6 of BellSouth's Access Services Tariff.

BellSouth will maintain generally available (tariffed) Access Services. Additionally, the service functionality (not the pricing structure) offered in BellSouth SWA Contract Tariffs will also be generally available in the Access Services Tariff.

Rate Elements

The following BellSouth SWA services will be used in determining the revenues that are eligible to receive the volume discount based on the established annual usage commitment level.

Local Switching

- Local Switching 1
- Local Switching 2
- Local Switching 3
- Local Switching 4

SWA 8XX Toll Free Dialing Ten Digit Screening Service

BELLSOUTH
TELECOMMUNICATIONS, INC.

ACCESS SERVICES TARIFF

FLORIDA

ISSUED: December 16, 2005 ~~July 8, 2005~~

BY: Marshall M. Criser III, President -FL
Miami, Florida

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Cancels ~~Fourth~~ Revised Page 1
~~Third~~
EFFECTIVE: January 15, 2006

~~August 7, 2005~~

E26. BELLSOUTH SWA CONTRACT TARIFFS

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E26. BELLSOUTH SWA CONTRACT TARIFFS

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Miami, Florida

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E26. BELLSOUTH SWA CONTRACT TARIFFS

E26.4 BellSouth SWA Contract Tariff No. FL2005-02

(N)

(N)

E26.4.1 General Regulations

(N)

- A. The start date of BellSouth SWA Contract Tariff No. FL2005-02 is the first bill period following execution of the Letter of Agreement with the customer. (N)
- B. The BellSouth SWA Contract Tariff No. FL2005-02 is a one (1) year agreement that terminates upon completion. (N)
- C. The regulations, terms, conditions and volume discounts provided herein shall apply to the customer's applicable BellSouth SWA usage and revenues achieved in the state of Florida. (N)

E26.4.2 Subscription Conditions

(N)

- A. To subscribe to BellSouth SWA Contract Tariff No. FL2005-02, the customer and BellSouth must execute a Letter of Agreement. BellSouth shall provide a Letter of Agreement for the customer to execute. The Letter of Agreement shall contain:
 - 1. BellSouth SWA Contract Tariff No. FL2005-02 tariff reference (N)
 - 2. Start and termination date (N)
 - 3. Customer name and billing address (N)
 - 4. Billing Account Number the credit will be applied (N)
 - 5. Access Customer Name Abbreviations (ACNAs) and Customer Identifications Codes (CICs) to be included in the BellSouth SWA Contract Tariff No. FL2005-02 (N)
 - 6. BellSouth SWA Contract Tariff No. FL2005-02 term (N)
 - 7. Commitment Level usage (N)
 - 8. Commitment Level 8XX Toll Free Dialing Ten Digit Screening Service Queries (N)
- B. To subscribe to BellSouth SWA Contract Tariff No. FL2005-02, the customer must have been a BellSouth SWA customer for the previous twelve (12) months. (N)
- C. The customer annual commitment level will be that as stated in the Letter of Agreement. The annual commitment level must be in the ranges as stated in E26.4.5.C. following (N)
- D. When the customer subscribes to BellSouth SWA Contract Tariff No. FL2005-02, the customer must identify to the Telephone Company, all Access Customer Name Abbreviations (ACNAs) and Carrier Identification Codes (CICs) to be included in BellSouth SWA Contract Tariff No. FL2005-02. (N)
- E. The customer must be the billing responsible party for all BellSouth SWA billing elements associated with the ACNAs and CICs included in the Letter of Agreement. However, if the customer becomes the responsible party for additional BellSouth SWA billing elements associated with additional ACNAs and CICs within eleven (11) month's after the effective date of this BellSouth SWA Contract Tariff No. FL2005-02, BellSouth will allow the additional ACNAs and CICs to be included. (N)
- F. Any additions after the Letter of Agreement is executed will be handled as a merger or acquisition or transfer of service regulations as set forth in E26.4.3 following. (N)
- G. A customer subscribing to BellSouth SWA Contract Tariff No. FL2005-02 may not subscribe to any other BellSouth SWA Contract Tariff for the services as set forth in H. following. (N)
- H. The following BellSouth SWA services will be used in determining the BellSouth SWA revenues that are eligible to receive the volume discount based on the established local switching usage Commitment Level and SWA 8XX Toll Free Dialing Ten Digit Screening Service. (N)
 - 1. Local Switching (N)
 - Local Switching 1 (N)
 - Local Switching 2 (N)
 - Local Switching 3 (N)
 - Local Switching 4 (N)

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BY: Marshall M. Criser III, President -FL
Miami, Florida

E26. BELLSOUTH SWA CONTRACT TARIFFS

E26.4 BellSouth SWA Contract Tariff No. FL2005-02 (Cont'd)

E26.4.2 Subscription Conditions (Cont'd)

H. (Cont'd)

2. SWA 8XX Toll Free Dialing Ten Digit Screening Service

- Per Toll Free Dialing Call Utilizing BellSouth SWA 8XX Toll Free Dialing Ten Digit Screening Service with Toll Free Dialing Number Delivery
- Per Toll Free Dialing Call Utilizing BellSouth SWA 8XX Toll Free Dialing Ten Digit Screening Service with Toll Free Dialing Number Delivery for Toll Free Dialing Numbers with Optional and Destination Features
- Per Toll Free Dialing Call Utilizing BellSouth SWA 8XX Toll Free Dialing Ten Digit Screening Service with POTS Number Delivery
- Per Toll Free Dialing Call Utilizing BellSouth SWA 8XX Toll Free Dialing Ten Digit Screening Service with POTS Number Delivery for Toll Free Dialing Numbers with Optional Complex Feature, i.e., Call Handling and Destination Features

- I. A customer may not combine its local switching minutes of use and SWA 8XX Toll Free Dialing Ten Digit Screening Service with another customer, whether an individual, partnership, association or corporation, for the purpose of meeting the established minimum local switching usage and SWA 8XX Toll Free Dialing Ten Digit Screening Service Queries as set forth in E26.4.5.B. following. For a customer to qualify for this 2005-02 SWA Contract Tariff, the customer must have at least 500 Million SWA local switching minutes of use and 90M SWA 8XX Toll Free Dialing Ten Digit Screening Service queries.
- J. The services to which the incentives set forth in this BellSouth SWA Contract Tariff No. FL2005-02 apply, are obtained from Section E6. of this Tariff. BellSouth reserves the right to change the terms, conditions, rates, and charges applicable for services in Section E6 or other sections of this Tariff during the term of this Contract Tariff unless otherwise specified in this Contract Tariff. General regulations and ordering options for the BellSouth SWA services are as set forth in Sections E2. and E5. of this Tariff.

E26.4.3 Mergers and Acquisitions and Transfer of Service

- A. In the event the customer merges with another company or is acquired by another company, the following regulations will apply:
 - 1. The customer may not combine Local Switching usage volumes and SWA 8XX Toll Free Dialing Ten Digit Screening Service queries with the merged or acquired company's Local Switching usage volumes and SWA 8XX Toll Free Dialing Ten Digit Screening Service queries for the purpose of obtaining volume discounts provided under BellSouth SWA Contract Tariff No. FL2005-02.
 - 2. The customer may continue subscribing to BellSouth SWA Contract Tariff No. FL2005-02 for the duration of the term provided that the customer continues the subscription as if it were the same entity that existed prior to the merger or acquisition.
- B. If the customer requests a transfer of service, pursuant to Transfer of Service regulations in Sections E2. and E6. of this Tariff, the customer's subscription to BellSouth SWA Contract Tariff No. FL2005-02 shall be terminated.

E26.4.4 BellSouth SWA Revenue Volume Discounts

- A. The year of the customer's Letter of Agreement is defined as twelve (12) consecutive bill periods following the beginning date of the Letter of Agreement. For purposes of calculating the BellSouth SWA volume discounts, month one (1) is the first complete bill period after the beginning date of the Letter of Agreement. For example, if the beginning date of the Letter of Agreement is June 6, 2006 bill period, and the bill period is the twelfth (12th), then month one (1) for purposes of calculating the BellSouth SWA volume discounts will be the July 12, 2006 bill period.
- B. The BellSouth SWA Pricing Flexibility volume discounts provided herein will be determined during the first month after the end of the year of the customer's Letter of Agreement. During the second month following the end of the year of the Letter of Agreement, the BellSouth SWA volume discounts will be applied via a credit to the customer's bill.
- C. The BellSouth SWA volume discounts are applicable to the BellSouth SWA services as set forth in E26.4.2.H. preceding.
- D. The BellSouth SWA volume discounts specified in BellSouth SWA Contract Tariff No. FL2005-02 will not be applied to taxes and nonrecurring BellSouth SWA revenues.

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E26. BELLSOUTH SWA CONTRACT TARIFFS

E26.4 BellSouth SWA Contract Tariff No. FL2005-02 (Cont'd)

E26.4.5 BellSouth SWA Contract Tariff No. FL2005-02 Volume Discount Plan

- A. BellSouth SWA Contract Tariff No. FL2005-02 provides for annual volume discounts based upon annual local switching minutes of use (MOU), annual SWA 8XX Toll Free Dialing Ten Digit Screening Service queries achieved, and the Commitment Level and term year as defined in the Letter of Agreement. Discounts are achieved in term year when the achieved local switching volume and/or SWA 8XX Toll Free Dialing Ten Digit Screening Service is equal to or above a Commitment Level usage. When equaled or exceeded, discounts are applied to the Commitment Level usage and/or SWA 8XX Toll Free Dialing Ten Digit Screening Service queries. If the customer's achieved volume is below the Commitment Level usage and/or SWA 8XX Toll Free Dialing Ten Digit Screening Service queries, no discounts will be rewarded to the customer.
- B. The Commitment Level usage, 8XX Toll Free Dialing Ten Digit Screening Service queries and the achievable volume discounts associated with the BellSouth SWA services are shown in the tables below. If the customer's achieved volume is below the Commitment Level usage and/or SWA 8XX Toll Free Dialing Ten Digit Screening Service queries, no discounts will be rewarded to the customer.
- C. The Commitment Level usage, SWA 8XX Toll Free Dialing Ten Digit Screening Service queries and the achievable volume discounts associated with the BellSouth SWA Common Transport IP Option, which allows termination or origination (when/where available and capacity permits) of Internet Protocol (IP) traffic, are shown in the table below. The SWA Common Transport IP Option discount will be in addition to the discount obtained from the BellSouth SWA services as described in E26.4.5.B. preceding. Only SWA Common Transport IP Option MOU that go through the BellSouth Tandem are eligible for the discounts as described in the table for Additional SWA Common Transport IP Option Discounts. If the customer's achieved volume is below the Commitment Level usage and/or SWA 8XX Toll Free Dialing Ten Digit Screening Service queries, no discounts will be rewarded to the customer.

Annual Usage Commitment Level and Discount		
Commitment Level MOUs	BellSouth SWA services discounts as described on E26.4.5.A.	Additional SWA Common Transport IP Option Discounts as described in E26.4.5.C.
> 450M to 500M	1.3%	15.7%
> 500M to 600M	2.7%	22.3%
> 600M	4.0%	26.0%

Annual 8XX Toll Free Dialing Ten Digit Screening Service Commitment Level and Discount	
Commitment Level Queries	BellSouth SWA services discounts as described on E26.4.5.A.
> 90M to 100M	7.0%
> 100M to 110M	10.0%
> 110M	15.0%

- D. The volume discount received for a given year under BellSouth SWA Contract Tariff No. FL2005-02 is determined by multiplying the eligible BellSouth SWA revenue associated with the Commitment Level usage, times the discount percentage achieved as determined in A. preceding.

The following example demonstrates application of the discount:

- Customer Annual Commitment Level – 550M minutes of use
- Achieved Volume – 650M minutes of use
- Contract Year – first year of a one-year contract
- All usage is Local Switching 2
- Local Switching 2 rate - \$.008760/minute
- From Table – applicable discount is 2.7 percent

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E26. BELLSOUTH SWA CONTRACT TARIFFS

E26.4 BellSouth SWA Contract Tariff No. FL2005-02 (Cont'd)

E26.4.5 BellSouth SWA Contract Tariff No. FL2005-02 Volume Discount Plan (Cont'd)

D. (Cont'd)

Therefore:

Volume Discount = Eligible Revenue X Discount Rate

Volume Discount = (650M minutes X \$.008760/minute) X 2.7 percent

Volume Discount = \$153,738

- E. The SWA Common Transport IP Option MOU volume discount received for the year under BellSouth SWA Contract Tariff No. FL2005-02 is determined by multiplying the eligible SWA Common Transport IP Option revenue associated with the Commitment Level usage, times the discount percentage achieved as determined in A. preceding.

The following example demonstrates application of the Annual SWA Common Transport IP Option discount:

Customer Annual Commitment Level – 550M minutes of use

Achieved Volume – 650M minutes of use (10M minutes of use are SWA Common Transport IP Option minutes of use)

Contract Year – first year of a one-year contract

Annual Discount for SWA Common Transport IP Option

Local Switching 2 rate - \$.008760/minute

From Table – applicable SWA Common Transport IP Option discount is 22.3 percent

Therefore:

Additional SWA Common Transport IP Option Volume Discount = Eligible Revenue X Discount Rate

Additional SWA Common Transport IP Option Volume Discount = (10M minutes X \$.008760/minute) X 22.3 percent

Additional SWA Common Transport IP Option Volume Discount = \$19,535 for the SWA Common Transport IP Option MOU

- F. The SWA 8XX Toll Free Dialing Ten Digit Screening Service Query volume discount received for a given year under BellSouth SWA Contract Tariff No. 2005-02 is determined by multiplying the eligible BellSouth SWA 8XX Toll Free Dialing Ten Digit Screening Service queries total billed revenue times the discount percentage achieved as determined in (A) preceding.

The following example demonstrates application of the discount

Customer Annual Commitment Level – 105M queries

Achieved Volume – 120M queries

Contract Year – first year of a one-year contract

Total Billed Revenue 8XX Toll Free Dialing Ten Digit Screening Service

query total billed revenue from the contract term = \$480,000.

From Table – applicable discount is 10.0 percent

Therefore:

Volume Discount = Total billed revenue X Discount percent

Volume Discount = (\$480,000 X 10 percent)

Volume Discount = \$48,000

- G. This BellSouth SWA Contract Tariff No. FL2005-02 will also provide, as a one-time promotional offer, that the customer may obtain a partial prepayment of the first annual SWA Pricing Flexibility volume discount. To qualify for this prepayment, the customer must subscribe to this plan via a Letter of Agreement (LOA) to begin no later than thirty (30) days after the effective date of the tariff. Using the customer's usage between the commencement of this LOA and December 4, 2006, BellSouth will determine if the customer is on track to earn the discount described at the end of the year of the LOA. If so, BellSouth will calculate by December 15, 2006, the prorated volume discount and remit to the subscriber the prepayment of this pro rata volume discount as soon as practical thereafter. At the end of the year of the LOA, if an annual credit has been earned, the prepayment will be subtracted from this annual volume discount amount. If, at the end of the year, the volume discount has not been earned, then the prepayment shall be returned to BellSouth with interest calculated for the period during which the prepayment was held by the customer (Interest equals prime plus two percent (2%) – the prime interest rate is that rate which is effective at the end of the year of the LOA.).