



Richard T. Howell
Area Manager-Regulatory Relations

AT&T
208 S. Akard St.
#2510.02
Dallas, Texas 75202
T: (214)757-8099
F: (214)746-2232
rh2514@att.com
www.att.com

September 12, 2017

VIA OVERNIGHT COURIER

Hon. Herbert Hilliard, Chairman
Tennessee Public Utility Commission
502 Deaderick Street
Nashville, TN 37238

Re: *Approval of the Amendment to the Interconnection Agreement Negotiated by AT&T Tennessee and Bandwidth.com CLEC, LLC ("CLEC")*
Docket No. 17-00100

Dear Chairman Hilliard:

Enclosed for filing in the referenced docket is the original *Petition for Approval of the Amendment to the Interconnection Agreement Negotiated by AT&T Tennessee and Bandwidth.com CLEC, LLC*. As required, included with this filing is the \$50 filing fee made payable to the Tennessee Public Utility Commission.

In accordance with Section 252(e) of the Telecommunications Act of 1996, the Tennessee Public Utility Commission is charged with approving or rejecting the negotiated Amendment between AT&T Tennessee and Bandwidth.com CLEC, LLC within 90 days of its submission. The Act provides that the Tennessee Public Utility Commission may only reject such an amendment if it finds that the amendment or any portion of the amendment discriminates against a telecommunications carrier not a party to the amendment or the implementation of the amendment or any portion of the amendment is not consistent with the public interest, convenience and necessity. Bandwidth.com CLEC, LLC and AT&T Tennessee aver that the Amendment is consistent with the standards for approval.

This Amendment implements changes resulting from the FCC's USF/ICC Order.

AT&T Tennessee respectfully requests that the Commission approve the Amendment to the Agreement.

Sincerely yours,

A handwritten signature in blue ink that reads "Richard T. Howell/mr".

Richard T. Howell

RTH/mr
Enclosures

BEFORE THE TENNESSEE PUBLIC UTILITY COMMISSION
Nashville, Tennessee

In re: *Approval of the Amendment to the Interconnection Agreement Negotiated by
AT&T Tennessee and Bandwidth.com CLEC, LLC*

Docket No. _____

**PETITION FOR APPROVAL OF THE AMENDMENT TO THE INTERCONNECTION AGREEMENT
NEGOTIATED BETWEEN AT&T TENNESSEE AND BANDWIDTH.COM CLEC, LLC**

AT&T Tennessee ("AT&T") and Bandwidth.com CLEC, LLC file this request for approval of the Amendment to the Interconnection Agreement (the "Agreement") negotiated between the two companies pursuant to Sections 251 and 252 of the Telecommunications Act of 1996 (the "Act"). In support of their request, Bandwidth.com CLEC, LLC and AT&T state the following:

1. Bandwidth.com CLEC, LLC and AT&T have negotiated an agreement for interconnection of their networks, the unbundling of specific network elements offered by AT&T and the resale of AT&T's telecommunications services to Bandwidth.com CLEC, LLC.

2. The parties have recently negotiated an amendment to the Agreement. The amendment implements changes resulting from the FCC's USF/ICC Order. A copy of the Amendment is attached hereto and incorporated herein by reference.

3. Pursuant to Section 252(e) of the Telecommunications Act of 1996, Bandwidth.com CLEC, LLC and AT&T are submitting their Agreement to the Tennessee Public Utility Commission for its consideration and approval. In accordance with Section 252(e) of the Act, the Tennessee Public Utility Commission is charged with approving or rejecting the negotiated Amendment to the Agreement between AT&T and Bandwidth.com CLEC, LLC within 90 days of its submission. The Act provides that the Tennessee Public Utility 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.

4. Bandwidth.com CLEC, LLC and AT&T aver that the Agreement is consistent with the standards for approval.

5. Pursuant to 47 USC Section 252(i) and 47 C.F.R. Section 51.809, AT&T shall make available the entire Interconnection Agreement approved pursuant to 47 USC Section 252.

Bandwidth.com CLEC, LLC and AT&T respectfully request that the Tennessee Public Utility Commission approve the Amendment to the Agreement negotiated between the parties.

Respectfully submitted,

AT&T TENNESSEE

By: /s/ Richard T. Howell
Richard T. Howell
208 S Akard St, Room 2510.02
Dallas, Texas 75202
(214) 757-8099

CERTIFICATE OF SERVICE

I hereby certify that on September 12, 2017, a copy of the foregoing document was served on the following, via the method indicated:

- ☐ Hand
- ☐ Mail
- ☐ Facsimile
- ☐ Overnight
- ☒ Electronic

Bandwidth.com CLEC, LLC
Lisa Jill Freeman
Vice President & Regulatory Compliance
Officer
900 Main Campus Drive, Venture Center III-
5th Floor
Raleigh, NC 27606
ljfreeman@bandwidth.com



Mary Reed

AMENDMENT

BETWEEN

BELLSOUTH TELECOMMUNICATIONS, LLC D/B/A AT&T ALABAMA,
AT&T FLORIDA, AT&T LOUISIANA, AT&T SOUTH CAROLINA AND
AT&T TENNESSEE, ILLINOIS BELL TELEPHONE COMPANY D/B/A
AT&T ILLINOIS, MICHIGAN BELL TELEPHONE COMPANY D/B/A AT&T
MICHIGAN, NEVADA BELL TELEPHONE COMPANY D/B/A AT&T
NEVADA AND AT&T WHOLESALE, PACIFIC BELL TELEPHONE
COMPANY D/B/A AT&T CALIFORNIA, SOUTHWESTERN BELL
TELEPHONE COMPANY D/B/A AT&T KANSAS, AT&T OKLAHOMA AND
AT&T TEXAS, WISCONSIN BELL, INC. D/B/A AT&T WISCONSIN

AND

BANDWIDTH.COM CLEC, LLC



Signature: eSigned - Steve LeonardSignature: eSigned - William BockelmanName: eSigned - Steve Leonard
(Print or Type)Name: eSigned - William Bockelman
(Print or Type)Title: General Manager
(Print or Type)Title: DIR-INTERCONNECTION AGREEMENTS
(Print or Type)Date: 08 Aug 2017Date: 08 Aug 2017**Bandwidth.com CLEC, LLC**

BellSouth Telecommunications, LLC d/b/a AT&T ALABAMA, AT&T FLORIDA, AT&T LOUISIANA, AT&T SOUTH CAROLINA and AT&T TENNESSEE, Illinois Bell Telephone Company d/b/a AT&T ILLINOIS, Michigan Bell Telephone Company d/b/a AT&T MICHIGAN, Nevada Bell Telephone Company d/b/a AT&T NEVADA and AT&T Wholesale, Pacific Bell Telephone Company d/b/a AT&T CALIFORNIA, Southwestern Bell Telephone Company d/b/a AT&T KANSAS, AT&T OKLAHOMA and AT&T TEXAS, Wisconsin Bell, Inc. d/b/a AT&T WISCONSIN by AT&T Services, Inc., its authorized agent

State	Resale OCN	CLEC OCN
ALABAMA	235F	072F
CALIFORNIA	235F	981E
FLORIDA	235F	982E
ILLINOIS	235F	984E
KANSAS	235F	986E
LOUISIANA	235F	153F
MICHIGAN	235F	991E
NEVADA	235F	988E
OKLAHOMA	235F	119F
SOUTH CAROLINA	235F	077F
TENNESSEE	235F	124F
TEXAS	235F	004F
WISCONSIN	235F	007F

Description	ACNA Code(s)
ACNA(s)	BCJ

**AMENDMENT TO THE AGREEMENT
BETWEEN
BANDWIDTH.COM CLEC, LLC
AND**

BELLSOUTH TELECOMMUNICATIONS, LLC D/B/A AT&T ALABAMA, AT&T FLORIDA, AT&T LOUISIANA, AT&T SOUTH CAROLINA AND AT&T TENNESSEE, ILLINOIS BELL TELEPHONE COMPANY D/B/A AT&T ILLINOIS, MICHIGAN BELL TELEPHONE COMPANY D/B/A AT&T MICHIGAN, NEVADA BELL TELEPHONE COMPANY D/B/A AT&T NEVADA AND AT&T WHOLESALE, PACIFIC BELL TELEPHONE COMPANY D/B/A AT&T CALIFORNIA, SOUTHWESTERN BELL TELEPHONE COMPANY D/B/A AT&T KANSAS, AT&T OKLAHOMA, AT&T TEXAS AND WISCONSIN BELL, INC. D/B/A AT&T WISCONSIN

This Amendment (the "Amendment") amends the Agreement(s) by and between AT&T and CARRIER as shown in the attached Exhibit A.

WHEREAS, AT&T and CARRIER are Parties to the Agreement(s) as shown in the attached Exhibit A; and

WHEREAS, the Parties desire to amend the Agreements to implement to the *Connect America Fund et al.*, WC Docket No. 10-90 et al, Report and Order issued by the Federal Communications Commission ("FCC") on November 18, 2011 (FCC 11-161), and as amended by the FCC on December 23, 2011 (FCC 11-189) ("FCC ICC Reform Order").

NOW, THEREFORE, in consideration of the promises and mutual agreements set forth herein, the Parties agree to amend the Agreements as follows:

1. The Amendment is composed of the foregoing recitals, the terms and conditions, contained within, Exhibit A - Listing of Agreements, and Exhibit B - Pricing Sheet, all of which are hereby incorporated within this Amendment by this reference and constitute a part of this Amendment.
2. **Intercarrier Compensation**
 - 2.1. The Parties hereby implement the intercarrier compensation rates reflected in the Pricing Sheet attached hereto as Exhibit B, for the termination of all Section 251(b)(5) Traffic exchanged between the Parties in the applicable state(s). The intercarrier compensation rates included in Exhibit B hereby supersede the existing rate elements included in the Agreements for purposes of reciprocal compensation.
3. There shall be no retroactive application of any provision of this Amendment prior to the Effective Date of an adopting CLEC's agreement.
4. This Amendment shall be deemed to revise the terms and provisions of the Agreement only 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 Agreement (including all incorporated or accompanying Appendices, Addenda, and Exhibits to the Agreement), this Amendment shall govern, provided, however, that the fact that a term or provision appears in this Amendment but not in the Agreement, or in the Agreement but not in this Amendment, shall not be interpreted as, or deemed grounds for finding, a conflict for purposes of this Amendment.
5. In entering into this Amendment, neither Party waives, and each Party expressly reserves, any rights, remedies or arguments it may have at law or under the intervening law or regulatory change provisions in the underlying Agreement (including intervening law rights asserted by either Party via written notice predating this Amendment) with respect to any orders, decisions, legislation or proceedings and any remands thereof, which the Parties have not yet fully incorporated into this Agreement or which may be the subject of further review.
6. This Amendment shall not modify or extend the Effective Date or Term of the underlying Agreement, but rather, shall be coterminous with such Agreement.
7. EXCEPT AS MODIFIED HEREIN, ALL OTHER TERMS AND CONDITIONS OF THE UNDERLYING AGREEMENT SHALL REMAIN UNCHANGED AND IN FULL FORCE AND EFFECT.

8. Signatures by all Parties to this Amendment are required to effectuate this Amendment. This Amendment may be executed in counterparts. Each counterpart shall be considered an original and such counterparts shall together constitute one and the same instrument.
9. This Amendment shall be filed with and is subject to approval by the State Commission and shall become effective ten (10) days following approval by such Commission. For California: Pursuant to Resolution ALJ 257, this filing will become effective, absent rejection of the Advice Letter by the Commission, upon thirty (30) days after the filing date of the Advice Letter to which this Amendment is appended. For Wisconsin: Pursuant to Wisconsin Statute § 196.40, this Amendment shall become effective ten (10) days after the mailing date of the final order approving this Amendment.

Exhibit A

AT&T ILEC ("AT&T")	CARRIER Previous Legal Name	Contract Type	Approval Date
Pacific Bell Telephone Company d/b/a AT&T CALIFORNIA	Bandwidth.com CLEC, LLC	Interconnection Agreement	5/29/08
Illinois Bell Telephone Company d/b/a AT&T ILLINOIS	Bandwidth.com CLEC, LLC	Interconnection Agreement	6/25/2008
Southwestern Bell Telephone Company d/b/a AT&T KANSAS	Bandwidth.com CLEC, LLC	Interconnection Agreement	7/10/2008
Michigan Bell Telephone Company d/b/a AT&T MICHIGAN	Bandwidth.com CLEC, LLC	Interconnection Agreement	5/20/2008
Nevada Bell Telephone Company d/b/a AT&T NEVADA and AT&T Wholesale	Bandwidth.com CLEC, LLC	Interconnection Agreement	5/29/2008
Southwestern Bell Telephone Company d/b/a AT&T OKLAHOMA	Bandwidth.com CLEC, LLC	Interconnection Agreement	5/16/2008
Southwestern Bell Telephone Company d/b/a AT&T TEXAS	Bandwidth.com CLEC, LLC	Interconnection Agreement	4/24/2008
Wisconsin Bell, Inc. d/b/a AT&T WISCONSIN	Bandwidth.com CLEC, LLC	Interconnection Agreement	6/2/2008
BellSouth Telecommunications, LLC d/b/a AT&T ALABAMA	Bandwidth.com CLEC, LLC	Interconnection Agreement	5/13/2008
BellSouth Telecommunications, LLC d/b/a AT&T FLORIDA	Bandwidth.com CLEC, LLC	Interconnection Agreement	7/2/2008
BellSouth Telecommunications, LLC d/b/a AT&T LOUISIANA	Bandwidth.com CLEC, LLC	Interconnection Agreement	6/30/2010
BellSouth Telecommunications, LLC d/b/a AT&T SOUTH CAROLINA	Bandwidth.com CLEC, LLC	Interconnection Agreement	4/16/2008

AT&T ILEC ("AT&T")	CARRIER Previous Legal Name	Contract Type	Approval Date
BellSouth Telecommunications, LLC d/b/a AT&T TENNESSEE	Bandwidth.com CLEC, LLC	Interconnection Agreement	6/21/2010

Pricing Sheet
Exhibit B

Attachment	State	Product	Rate Element Description	COS (Class of Service)	USOC	Zone	Monthly Recurring Charge (MRC)	Non- Recurring Charge (NRC) First	Non- Recurring Charge (NRC) Additional	Per Unit
2MR-AT	TN	LOCAL INTERCONNECTION (CALL TRANSPORT AND TERMINATION)	Rate for all ISP-Bound and Section 251(b)(5) Traffic as per FCC-01-131, per MOU				0.00bk			MOU
2MR-AT	TN	LOCAL INTERCONNECTION (CALL TRANSPORT AND TERMINATION)	Common Transport - Per Mile, Per MOU				0.00bk			Per Mile, Per MOU
2MR-AT	TN	LOCAL INTERCONNECTION (CALL TRANSPORT AND TERMINATION)	Common Transport - Facilities Termination Per MOU				0.00bk			Per Mile, Per MOU