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DAVID M. HALLEY  
ATTORNEY-AT-LAW

DIRECT DIAL  
(202) 424-7838

January 22, 1996

**VIA FEDERAL EXPRESS**

Ms. Blanca S. Bayo  
Director, Division of Records & Reporting  
Florida Public Service Commission  
2540 Shumard Oak Blvd.  
Tallahassee, FL 32399-0850

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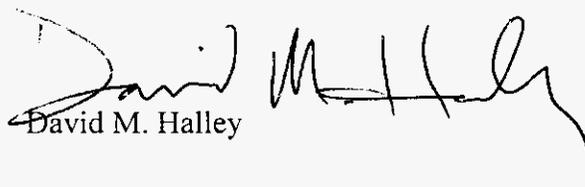
Re: Docket No. 950985-TP

Dear Ms. Bayo:

Please find enclosed for filing in connection with the above-referenced docket the original and 15 copies of the Petition of Metropolitan Fiber Systems of Florida, Inc. for GTE Florida Incorporated Interconnection Rates, Terms, and Conditions. Also enclosed is a double-sided high-density disk using the Windows 3.11 operating system and WordPerfect 5.1 software which contains a copy of the enclosed document.

Also enclosed is an additional copy of the Petition. Please date stamp and return this copy in the enclosed self-addressed stamped envelope. Thank you, in advance, for your attention to this matter. If you have any questions, please do not hesitate to contact me at the above telephone number.

Very truly yours,

  
David M. Halley

Enclosures

Chase  
1/5 being first

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3000 K STREET, N.W. ■ SUITE 300  
WASHINGTON, D.C. 20007-5116  
(202) 424-7500 ■ FACSIMILE (202) 424-7643

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FPSC-RECORDS/REPORTING

DOCUMENT NUMBER-DATE

00784 JAN 23 88

FPSC-RECORDS/REPORTING

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BEFORE THE  
FLORIDA PUBLIC SERVICE COMMISSION

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In re: Resolution of petition(s) to establish )  
nondiscriminatory rates, terms, and conditions for ) Docket No. 950985-TP  
interconnection involving local exchange companies ) Filed: January 23, 1996  
and alternative local exchange companies pursuant to )  
Section 364.162, Florida Statutes )

PETITION OF METROPOLITAN FIBER SYSTEMS OF FLORIDA, INC.  
FOR GTE FLORIDA INCORPORATED INTERCONNECTION  
RATES, TERMS, AND CONDITIONS

Metropolitan Fiber Systems of Florida, Inc., through its undersigned counsel, and pursuant to Florida Administrative Code Rule 25-22.036(7), Section 364.162, Florida Statutes, and the Order Establishing Procedure in this docket, files this Petition for GTE Florida Inc. ("GTE") to provide nondiscriminatory interconnection rates, terms, and conditions:

1. Metropolitan Fiber Systems of Florida, Inc. ("MFS-FL") is authorized to provide competitive local exchange service as an alternative local exchange company ("ALEC"). The address of MFS-FL is:

Metropolitan Fiber Systems of Florida, Inc.  
8830 N.W. 18th Terrace, America's Gateway Center  
Miami, FL 33172

DOCUMENT NUMBER-DATE

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2. The individuals to notify in this proceeding are:

Timothy Devine  
MFS Communications Company, Inc.  
Six Concourse Parkway  
Suite 2100  
Atlanta, GA 30328-5351  
770/399-8378 (ph.)  
770/399-8398 (fax)

Richard M. Rindler  
James C. Falvey  
SWIDLER & BERLIN, CHARTERED  
3000 K Street, N.W.  
Suite 300  
Washington, D.C. 20007  
202/424-7771 (ph.)  
202/424-7645 (fax)

**Statement of Interest and Negotiating History**

3. Pursuant to Section 364.162, Florida Statutes, MFS-FL and GTE have 60 days to negotiate acceptable interconnection rates, terms, and conditions. If negotiations prove unsuccessful after 60 days, either party has the right to file a petition for nondiscriminatory interconnection rates, terms, and conditions. MFS-FL, by letter dated July 19, 1995, initiated negotiations with GTE. More than 60 days have passed and, as discussed below, negotiations have not proven successful. MFS-FL therefore files this Petition requesting that the Commission require GTE to provide nondiscriminatory interconnection rates, terms, and conditions.

4. As evidenced by the correspondence attached hereto as Exhibit TTD-1, MFS-FL initiated negotiations with GTE by letter dated July 19, 1995. (Although negotiations were

initially conducted on behalf of MFS-FL by Gary Ball, Timothy Devine took over the negotiations as Senior Director of Regulatory Affairs, Southern Region).

5. On July 19, 1995, MFS-FL attempted to begin negotiations with GTE for interconnection arrangements via a three-page letter outlining the MFS-FL proposed interconnection arrangements. Nearly four months later on November 9, 1995, MFS-FL sent GTE a letter and a detailed 31-page proposed co-carrier agreement in an attempt to simplify the negotiations process for GTE. On December 7, 1995, MFS-FL received from GTE a three-page facsimile of a listing of GTE's switched access rates. On January 3, 1996, following receipt of the facsimile, MFS-FL mailed another letter to GTE in one last attempt at receiving a response and beginning private negotiations. On January 19, 1996, MFS-FL received from GTE a counterproposal, the terms of which were unacceptable to MFS-FL. MFS-FL indicated the unacceptability of GTE's counterproposal in a letter to GTE dated January 22, 1996. In its January 19, 1996 letter to GTE, MFS-FL indicated its desire to continue discussions to reach an agreement on all or as many issues as possible before Commission hearings commence.

6. MFS-FL cannot unilaterally impose an interconnection agreement upon GTE, although GTE's delay in providing a counterproposal has delayed the implementation of competition for local exchange service. However, the Commission can mandate the appropriate interconnection arrangement, in light of GTE's delay.

7. MFS-FL is filing two petitions: this Petition for nondiscriminatory interconnection arrangements, and a second petition for the unbundling and resale of certain network features, functions, and capabilities. MFS-FL requests that they be considered on a

coordinated procedural schedule. In addition, MFS-FL requests that they be considered on a coordinated procedural schedule with other proceedings for interconnection with and unbundling of the GTE local exchange network.

**Statement of Co-Carrier Arrangements**  
**That MFS-FL Requires to Provide Service as an ALEC**

8. In order to provide competitive local exchange service in Florida as an ALEC, MFS-FL requires certain "co-carrier" arrangements, *i.e.*, arrangements that will have to be established to allow MFS-FL and GTE to deal with each other on a reciprocal, non-discriminatory, and equitable basis. The term "co-carrier" signifies both that the two carriers are providing local exchange service within the same territory, and that the relationship between them is intended to be equal and reciprocal—that is, neither carrier would be treated as subordinate or inferior.

9. MFS-FL believes that certain co-carrier requirements should apply equally and reciprocally to all local exchange carriers, both ALECs and LECs. The co-carrier arrangements that MFS-FL needs to provide service, as listed in the attached proposed MFS-FL agreement dated November 9, 1995 (attached to the accompanying direct testimony as Exhibit TTD-2), are:

- 1) Number Resources Arrangements;
- 2) Meet-point Billing Arrangements, including Tandem Subtending;
- 3) Reciprocal Traffic Exchange and Reciprocal Compensation;
- 4) Shared Network Platform Arrangements;
- 5) Unbundled Exchange Service Arrangements; and
- 6) Local Telephone Number Portability Arrangements.

Unbundled Exchange Service Arrangements are addressed in the MFS-FL Unbundling Petition; the five remaining co-carrier issues are addressed in this Petition.

**Statement of Issues on Which MFS-FL and GTE Have Reached Agreement**

10. As noted above, although there appear to be issues upon which the parties might have agreed, as MFS-FL affiliates have signed stipulations for co-carrier arrangements with LECs in Massachusetts, California, Connecticut, and New York, no agreement was reached on *any* issue.

**Disputed Issues of Fact**

11. MFS-FL has more fully described its positions on the co-carrier issues and its disputed issues of fact with GTE in its direct testimony in this proceeding. *See* Direct Testimony of Timothy Devine attached hereto. The following is a summary of these disputed issues of fact.

12. **Meet-point Billing Arrangements, Including Tandem Subtending:** MFS-FL has proposed that, in accordance with the Meet-Point Billing and Provisioning Guidelines adopted by the Ordering and Billing Forum, it will interconnect with a GTE access tandem for the provision of switched access services to interexchange carriers. Except in instances of capacity limitations, GTE shall enable MFS-FL to subtend the GTE access tandem switch(es) nearest to the MFS-FL Rating Point associated with the NPA-NXX(s) to/from which the Switched Access Services are homed. In instances of capacity limitation at a given access tandem switch, MFS-FL shall be allowed to subtend the next-nearest ILEC access tandem switch in which sufficient capacity is available. Billing percentages for jointly provided services will be defined by the meet-points between the two carriers. MFS-FL prefers a single-bill approach for the provision of these services. It is MFS-FL's position, based on its experience in other states, that the carrier providing the end office switching (*i.e.*, MFS-FL) is

the carrier that receives the residual interconnection charge ("RIC"). MFS-FL and GTE have disagreed about which party should collect the RIC revenue for meet-point arrangements. (A more comprehensive description of the MFS-FL proposal and differences with GTE are contained in the MFS-FL testimony.)

13. Reciprocal Traffic Exchange and Reciprocal Compensation. MFS-FL proposes that interconnection be accomplished through interconnection points, with each carrier responsible for providing trunking to the interconnection point for the hand off of combined local and toll traffic and each carrier responsible for completing calls to all end users on their networks. In order to establish interconnection points, carriers would pass both local and toll (intra- and interstate) traffic over a single trunk group, utilizing a percent local utilization ("PLU") factor (similar to the currently utilized percent interstate utilization ("PIU") factor) to provide the proper jurisdictional call types, subject to audit.

14. MFS-FL proposes that, within each LATA, MFS-FL and GTE would identify a wire center to serve as the Default Network Interconnection Point ("D-NIP") at which point MFS-FL and GTE would interconnect their respective networks for inter-operability within that LATA.<sup>1/</sup> Where MFS-FL and GTE interconnect at a D-NIP, MFS-FL would have the right to specify any of the following interconnection methods: a) a mid-fiber meet at the D-NIP or other appropriate point near to the D-NIP; b) a digital cross-connection hand-off, DSX panel to DSX panel, where both MFS-FL and GTE maintain such facilities at the D-NIP; or c)

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<sup>1/</sup> As MFS initiates Exchange Service Operations in additional LATAs, MFS-FL and GTE will use their best reasonable efforts to define an additional D-NIPs in each new LATA.

a collocation facility maintained by MFS-FL, GTE, or by a third party. (See attached direct testimony for further details).

15. In extending network interconnection facilities to the D-NIP, MFS-FL would have the right to extend its own facilities or to lease dark fiber facilities or digital transport facilities from GTE or a third party, subject to the terms more fully described in the Testimony. Where an interconnection occurs via a collocation facility, no incremental cross-connection charges shall apply for the circuits. Upon reasonable notice, MFS-FL would be permitted to change from one interconnection method to another with no penalty, conversion, or rollover charges.

16. MFS-FL and GTE disagreed about utilizing MFS-FL's D-NIP architecture versus GTE's switched access architecture or traffic exchange.

17. Reciprocal Compensation. MFS-FL proposed a bill and keep arrangement for several reasons. First and foremost, the GTE switched access proposal would not permit MFS-FL or other ALECs to compete in the local exchange market. As demonstrated in the attached direct testimony, paying switched access in a flat-rate environment would lead to a price squeeze that would make it impossible for MFS-FL to compete. Bill and keep, by contrast, is the most common current practice in the United States for reciprocal compensation between LECs.

18. MFS-FL had every reason to believe that bill and keep would be a viable, acceptable compensation option due to the enthusiastic reception such a mechanism has received in other states. In October, the Washington Utilities and Transportation Commission ("Washington UTC") recognized the competitive benefits of mutual traffic exchange and

resolved the issue of interim interconnection compensation arrangements by adopting a bill and keep mechanism.<sup>2/</sup> In its Order, the Washington UTC stated that:

The primary advantage of mutual traffic exchange as a compensation structure is that, in the near term, it provides a simple and reasonable way for two competing companies to interconnect and terminate each other's calls. Adopting a bill and keep mechanism will let the incumbents and new entrants focus on the technical aspects of efficient interconnection without concerns over costly measurement or accounting procedures....Bill and keep offers the best opportunity to get new entrants up and running, with a minimum disruption to customers and existing companies.<sup>3/</sup>

Similarly, the Connecticut Department of Utility Control ("Connecticut DPUC") recently rejected the access charge structure of interconnection compensation finding that "the Department is of the opinion that an access charge structure would entail a level of financial responsibility on the part of all participants that is not beneficial to the interests of the State in

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<sup>2/</sup> *Washington Utilities and Transportation Commission v. U S West Communications, Inc.*, Dkt. No. UT-94164, Fourth Supplemental Order Rejecting Tariff Filings and Ordering Refiling; Granting Complaints, In Part, at p. 29 (released October 31, 1995) [hereinafter *Washington Order*].

<sup>3/</sup> *Id.*

the development of competition.<sup>4/</sup> Instead, the Connecticut DPUC adopted an interim bill and keep mechanism for interconnection compensation. In doing so, the Connecticut DPUC recognized that such an arrangement would “adequately promote competition by encouraging prospective participants to enter the market without having to incur significant, and perhaps unnecessary, administrative costs for measuring, billing and collecting traffic at the very critical early stages of market entry.”<sup>5/</sup> In addition, the States of California and Texas recently adopted a bill and keep interim compensation mechanism.<sup>6/</sup> Bill and keep is the ideal interim arrangement until rates can be set at the Long Run Incremental Cost of GTE interconnection once cost studies have been filed that will provide such cost information.

19. Despite the widespread acceptance of bill and keep and the reasonableness of MFS-FL’s position, GTE and MFS-FL once again failed to come to an agreement on this issue. During the first 18 months of traffic exchange, in order to assist the Commission, the ALECs, and the LECs in determining the most appropriate permanent compensation mechanism, a bill and keep compensation mechanism should be adopted. The Commission should therefore mandate a reasonable interconnection compensation agreement such as mutual traffic exchange.

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<sup>4/</sup> *DPUC Investigation into the Unbundling of the Southern New England Telephone Company’s Local Telecommunications Network*, Dkt. No. 94-10-02, Decision, at p. 69 (released September 22, 1995).

<sup>5/</sup> *Id.* at p. 71.

<sup>6/</sup> *Orders Instituting Rulemaking and Investigation on the Commission’s Own Motion into Competition for Local Exchange Service*, Dkt. Nos. R. 95-04-043 and I. 95-04-044, Decision No. 95-12-056, at p. 47 (Dec. 22, 1995); *see also Texas PURA of 1995*, at p. 159.

20. Given the flat-rated local exchange rates of GTE, payment of switched access as proposed by GTE would not permit economically viable local exchange competition. As discussed more fully in the MFS-FL direct testimony, if MFS-FL must pay switched access rates and compete with GTE retail rates, the resulting price squeeze would render it impossible for ALECs such as MFS-FL to compete in the Florida local exchange market. Accordingly, efforts by GTE to impose additional costs on ALECs through the imposition of a number of additional charges — switched access interconnection charges, excessively priced unbundled loop charges (special access rates), additional trunking costs, and interim number portability charges, etc. — must not be permitted in the co-carrier arrangements mandated by the Commission.

21. Shared Network Platform Arrangements. In order to interconnect effectively, customers must have access to essential ancillary functions of the network without regard to which carrier provides their dial tone or originates their call. So that Floridians may experience the full benefits from competition, MFS-FL must be able to provide the full range of local exchange services to its customers and therefore proposes that the following shared platform interconnection arrangements be provided:

A. Interconnection Between MFS-FL and Other Collocated Entities. GTE should enable MFS-FL to directly interconnect to any other entity which maintains a collocation facility at the same GTE wire center at which MFS-FL maintains a collocation facility as jointly directed by MFS-FL and the other entity. Such an arrangement reduces unnecessary and duplicative costs and therefore will make local exchange services more affordable for Florida customers.

B. 911 and E-911 systems. See attached direct testimony.

C. Information Services Billing and Collection. MFS-FL should be able to deliver information services traffic originated over its exchange services to information service provided over GTE's information services platform. To the extent MFS-FL decides to provide a competitive information services platform, GTE should cooperate with MFS-FL to develop a LATA-wide NXX code(s) which may be used in conjunction with such platform billing. Such an arrangement will encourage rapid, competitive development of new information services for Florida customers at reasonable rates.

D. Directory Listings and Directory Distribution. See attached direct testimony.

E. Directory Assistance. GTE should include MFS-FL's listings in its Directory Assistance database, provide non-discriminatory MFS-FL branded and unbranded directory assistance service, and allow MFS-FL to license GTE's directory assistance database for use in providing directory assistance services. Such an arrangement is necessary if Florida consumers choosing to take advantage of local competition are not to be penalized by GTE for making that choice.

F. Yellow Page Maintenance. GTE should work with MFS-FL to ensure that Yellow Page advertisements purchased by customers who switch their service to MFS-FL are maintained without interruption.

G. Transfer of Service Announcement. When end user customers switch local exchange carriers and do not retain their original telephone number, the party formerly providing service should provide a transfer of service announcement on the abandoned

telephone number. GTE currently offers this service for existing customers who leave the GTE service area. It would be discriminatory for GTE to refuse to provide such services when customers choose a different local exchange carrier.

H. Coordinated Repair Calls. MFS-FL and GTE will follow certain procedures for handling misdirected repair calls.

I. Busy Line Verification and Interrupt. See attached direct testimony.

J. Information Pages. GTE should include in the "Information Pages" or comparable section of its White Pages directories for areas serviced by MFS-FL, listings provided by MFS-FL for its installation, repair and customer service, and other information.

K. Operator Reference Database. See attached direct testimony and Stipulation dated November 9, 1995, attached as Exhibit TTD-4 thereto, containing most recent MFS-FL proposed co-carrier terms and conditions.

22. Although MFS-FL was not close to agreement with GTE on key co-carrier issues such as reciprocal compensation for traffic exchange, MFS-FL is hopeful that it will be able to reach agreement with GTE on most shared platform arrangements. Significantly, however, MFS-FL cannot agree to the pricing arrangements which require excessive contribution. With the exception of pricing issues, MFS-FL and GTE seem to agree on most arrangements for shared platform arrangements for 911/E-911, Directory Listings and Directory Distribution, Busy Line Verification/Emergency Interrupt Services, Number Resource Arrangements, CCS Interconnection, Transfer of Service Announcements, Coordinated Repair Calls and Operator Reference Database. However, MFS-FL and GTE still disagree on several arrangements necessary to provide customers with seamless local

exchange services including: (1) interconnection between MFS-FL and other co-located entities; (2) information services billing and collection; (3) licensing of GTE's directory assistance database; (4) maintenance of Yellow Page advertising; and (5) information pages.

**Basis for Relief**

23. The ultimate facts and law that entitle MFS-FL to the requested relief are as follows: beginning on July 19, 1995, MFS-FL attempted to begin negotiations with GTE for interconnection arrangements via a three-page letter outlining the MFS-FL proposed interconnection arrangements. *See* Exhibit TTD-1, attached to the accompanying direct testimony.

24. Nearly four months later on November 9, 1995, MFS-FL sent GTE a letter and a detailed 31-page proposed co-carrier agreement in an attempt to simplify the negotiations process for GTE. *See* Exhibit TTD-2, attached to the accompanying direct testimony.

25. On December 7, 1995, MFS-FL received from GTE a three-page facsimile of a listing of GTE's switched access rates. *See* Exhibit TTD-3, attached to the accompanying direct testimony.

26. On January 3, 1996, following receipt of the facsimile, MFS-FL mailed another letter to GTE in one last attempt at receiving a response and beginning private negotiations. *See* Exhibit TTD-4, attached to the accompanying direct testimony.

27. On January 19, 1996, MFS-FL received from GTE a counterproposal, the terms of which were unacceptable to MFS-FL. *See* Exhibit TTD-5, attached to the accompanying direct testimony.

28. On January 22, 1996, MFS-FL indicated the unacceptability of GTE's counterproposal in a letter to GTE. *See* Exhibit TTD-6, attached to the accompanying direct testimony. MFS-FL indicated its desire to continue discussions to reach an agreement on all or as many issues as possible before Commission hearings commence.

29. Pursuant to statute, an ALEC has 60 days to negotiate with a LEC a price for interconnection arrangements. Fla. Stat. § 364.162. If negotiations fail, either party may petition the Commission for nondiscriminatory rates, terms, and conditions of interconnection. Negotiations to yield an interconnection agreement have failed to produce a satisfactory result. MFS-FL is therefore entitled to petition and hereby does petition the Commission for nondiscriminatory rates, terms, and conditions of interconnection.

30. Pursuant to Section 25-22.036 of the Commission's Rules, MFS-FL's substantial interests are affected by the failure of negotiations. MFS-FL must establish co-carrier arrangements with GTE in order to provide competitive local exchange service to its customers in the territory served by GTE. Until such arrangements are established, MFS-FL cannot provide such service, nor will the Legislature be able to meet its goal of implementing local exchange competition in Florida. Furthermore, Florida consumers suffer by being forced to continue to purchase local exchange service under the monopoly conditions the Commission intended to eradicate.

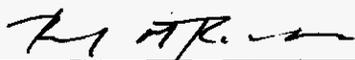
31. The Commission has 120 days from the date of this filing to establish interconnection rates, terms, and conditions, as requested above by MFS-FL.

**WHEREFORE**, MFS-FL respectfully requests that the Commission, within 120 days from the date of this filing:

1. Enter an order granting MFS-FL the nondiscriminatory rates, terms, and conditions necessary for interconnection with the GTE network, including the co-carrier arrangements described in this Petition and the accompanying direct testimony.
2. Grant MFS-FL such other relief as the Commission may deem necessary or appropriate.

Respectfully Submitted,

Timothy Devine  
MFS Communications Company, Inc.  
Six Concourse Parkway, Suite 2100  
Atlanta, Georgia 30328  
Phone: (770) 399-8378  
Fax: (770) 399-8398

  
Richard M. Rindler  
James C. Falvey  
SWIDLER & BERLIN, CHARTERED  
3000 K Street, N.W.  
Suite 300  
Washington, D.C. 20007  
**Attorneys for Metropolitan  
Fiber Systems of Florida, Inc.**

Dated: January 22, 1996

**Petition of Metropolitan Fiber Systems of Florida, Inc.  
For GTE Florida Incorporated Interconnection Rates, Terms, and Conditions  
Docket No. 950985-TP  
Filed: January 23, 1996**

**Metropolitan Fiber Systems of Florida, Inc.  
List of Issues Upon Which the Parties Have Reached Agreement**

The parties have been unable to reach agreement on any issue. Metropolitan Fiber Systems of Florida, Inc. ("MFS-FL") affiliates have reached agreements on a subset of interconnection issues in other states, but MFS-FL has been unable to come to a similar agreement with GTE.

**Metropolitan Fiber Systems of Florida, Inc.  
List of Issues That Are Unresolved**

Because GTE and MFS-FL have been unable to reach agreement on any issue, all of the issues listed in the attached MFS-FL Proposed List of Issues remain to be resolved in this proceeding.

**Petition of Metropolitan Fiber Systems of Florida, Inc.  
For GTE Interconnection Rates, Terms, and Conditions  
Docket No. 950985-TP  
Filed: January 23, 1996**

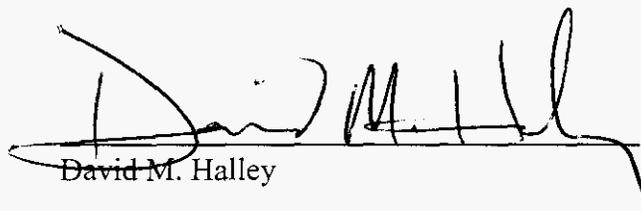
**Metropolitan Fiber Systems of Florida, Inc.  
Proposed List of Issues**

1. What are the appropriate rate structures, interconnection rates, or other compensation arrangements for the exchange of local and toll traffic between MFS-FL and GTE?
2. If the Commission sets rates, terms, and conditions for interconnection between MFS-FL and GTE, should GTE tariff the interconnection rate(s) or other arrangements?
3. What are the appropriate technical and financial arrangements which should govern interconnection between MFS-FL and GTE for the delivery of calls originated and/or terminated from carriers not directly connected to MFS-FL's network?
4. What are the appropriate technical and financial requirements for the exchange of intraLATA 800 traffic which originates from the MFS-FL customer and terminates to an 800 number served by or through GTE?
5. What are the appropriate technical arrangements for the interconnection of the MFS-FL network to GTE's 911 provisioning network such that the MFS-FL customers are ensured the same level of 911 service as they would receive as a customer of GTE?
6. What procedures should be in place for the timely exchange and updating of MFS-FL customer information for inclusion in appropriate E911 databases?
7. What are the appropriate technical and financial requirements for operator handled traffic flowing between MFS-FL and GTE including busy line verification and emergency interrupt services?
8. What are the appropriate arrangement for the provision of directory assistance services and data between MFS-FL and GTE?
9. Under what terms and conditions should GTE be required to list MFS-FL customers in its white and yellow pages directories and to publish and distribute these directories to the customers of MFS-FL?
10. What are the appropriate arrangements for the provision of billing and collection services between MFS-FL and GTE, including billing and clearing credit card, collect, third party and audiotext calls?

11. What arrangements are necessary to ensure the provision of CLASS/LASS services between MFS-FL's and GTE's networks?
12. What are the appropriate arrangements for physical interconnection between MFS-FL and GTE, including trunking and signalling arrangements?
13. To the extent not addressed in the number portability docket, Docket No. 950737-TP, what are the appropriate financial and operational arrangements for interexchange calls terminated to a number that has been "ported" to MFS-FL?
14. What arrangements, if any, are necessary to address other operational issues?
15. What arrangements, if any, are appropriate for the assignment of NXX codes to MFS-FL?

## CERTIFICATE OF SERVICE

I, David M. Halley, hereby certify that on this 23rd day of January, 1996, copies of the foregoing Petition of Metropolitan Fiber Systems of Florida, Inc. for GTE Florida Incorporated Interconnection Rates, Terms, and Conditions, Florida Public Service Commission Docket Number 950985-TP were sent via Federal Express to the parties on the attached official service list in this docket.



David M. Halley

Mr. Michael Tye  
AT&T Communications  
of the Southern States, Inc. (T1741)  
101 North Monroe Street, Ste. 700  
Tallahassee, Florida 32301-7733

Mr. Timothy Devine  
Metropolitan Fiber Systems  
of Florida, Inc.  
Six Concourse Parkway, Ste. 1200  
Atlanta, Georgia 30328

Laura L. Wilson, Esq.  
Florida Cable Telecommunications Associates, Inc.  
310 North Monroe Street  
Tallahassee, Florida 32302

Peter Dunbar, Esq.  
Charles W. Murphy, Esq.  
Pennington Law Firm  
215 South Monroe Street, Ste. 200  
Tallahassee, Florida 32302

Richard Melson, Esq.  
Hopping Law Firm  
123 South Calhoun Street  
Tallahassee, Florida 32301

Jodie Donovan-May, Esq.  
Teleport Communication Group - Washington, D.C.  
2 LaFayette Center  
1133 Twenty-First Street, N.W., Ste. 400  
Washington, D.C. 20036

Kenneth A. Hoffman, Esq.  
Rutledge, Ecenia, Underwood, Purnell & Hoffman  
215 South Monroe Street, Ste. 420  
Tallahassee, Florida 32302

Ms. Jill Butler  
Time Warner Communications  
2773 Red Maple Ridge, Ste. 301  
Tallahassee, Florida 32301

Mr. Michael J. Henry  
MCI Telecommunications Corporation (T1731)  
780 Johnson Ferry Road, Ste. 700  
Atlanta, Georgia 30342

Patrick Wiggins, Esq.  
Wiggins Law Firm  
501 East Tennessee Street, Ste. B  
Tallahassee, Florida 32308

Floyd Self, Esq.  
Messer Law Firm  
215 South Monroe Street, Ste. 701  
Tallahassee, Florida 32301

Lee L. Willis, Esq.  
J. Jeffrey Wahlen, Esq.  
McFarlane, Ausley, et al.  
227 South Calhoun Street  
Tallahassee, Florida 32301

Anthony P. Gillman, Esq.  
Kimberly Caswell, Esq.  
GTE Florida Incorporated, FLTC0007  
201 North Franklin Street  
Tampa, Florida 33602

Charles Beck, Esq.  
Deputy Public Counsel  
Office of Public Counsel  
c/o The Florida Legislature  
111 West Madison Street, Room 812  
Tallahassee, Florida 32399-1400

Patricia Kurlin  
Intermedia Communications of Florida, Inc.  
9280 Bay Plaza Blvd., Ste. 720  
Tampa, Florida 33619-4453

Clay Phillips  
Utilities & Telecommunications  
House Office Building, Room 410  
Tallahassee, Florida 32399

David Erwin, Esq.  
Young Law Firm  
225 South Adams Street  
Tallahassee, Florida 32302-1833

Nels Roseland  
Executive Office of the Governor  
Office of Planning and Budget  
The Capital, Room 1502  
Tallahassee, Florida 32399-0001

Graham A. Taylor  
TCG South Florida  
1001 West Cypress Creek Road, Suite 209  
Ft. Lauderdale, Florida 33309-1949

Greg Krasovsky  
Commerce & Economic Opportunities  
Senate Office Building, Room 426  
Tallahassee, Florida 32399

John Murray  
Payphone Consultants, Inc.  
3431 N.W. 55th Street  
Ft. Lauderdale, Florida 33309-6308

H.W. Goodall  
Continental Fiber Technologies, Inc.  
4455 BayMeadows Road  
Jacksonville, Florida 32217-4716

Richard A. Gerstemeier  
Time Warner AxS of Florida, L.P.  
2251 Lucien Way, Ste. 320  
Maitland, Florida 32751-7023

Steven D. Shannon  
MCI Metro Access Transmission Services, Inc.  
2250 Lakeside Boulevard  
Richardson, Texas 75082

Gary T. Lawrence  
City of Lakeland  
501 East Lemon Street  
Lakeland, Florida 33801-5079

Marsha Rule, Esq.  
Wiggins & Willacorta  
501 East Tennessee  
Tallahassee, Florida 32302

Kimberly Caswell, Esq.  
c/o Richard M. Fletcher  
GTE Florida Incorporated  
106 East College Avenue, Ste. 1440  
Tallahassee, Florida 32301-7704

F. Ben Poag  
Sprint/United-Florida  
Sprint/Centel-Florida  
555 Lake Border Drive  
Apopka, Florida 32703

J. Phillip Carver, Esq.  
c/o Nancy H. Sims  
Southern Bell Telephone & Telegraph Company  
150 South Monroe Street, Ste. 400  
Tallahassee, Florida 32301

Robin Dunsan, Esq.  
AT&T Communications  
1200 Peachtree Street, N.E.  
Promenade I, Room 4038  
Atlanta, Florida 30309

Donald L. Crosby, Esq.  
Continental CableVision, Inc.  
7800 Belfort Parkway, Suite 270  
Jacksonville, Florida 32256-6925

Bill Tabor  
Utilities & Telecommunications  
Houst Office Building, Room 410  
Tallahassee, Florida 32399

Brian Sulmonetti  
LDDS Communications, Inc.  
1515 South Federal Highway, #400  
Boca Raton, Florida 33432-7404

Sue E. Weiske, Esq.  
Senior Counsel  
Law Department  
Time Warner Communications  
160 Inverness Drive West  
Englewood, Colorado 80112

C. Everett Boyd, Jr., Esq.  
Ervin, Varn, Jacobs, Odom & Ervin  
305 South Gadsden  
Tallahassee, Florida 32302

Benjamin Fincher, Esq.  
Sprint Communications Company  
Limited Partnership  
3065 Cumberland Circle  
Atlanta, Georgia 30339

Donna Canzano, Esq.  
Staff Attorney  
Legal Department  
Florida Public Service Commission  
2540 Shumard Oak Boulevard  
Tallahassee, Florida 32399-0850

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