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GTE SERVICE CORPORATION

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April 14, 1999

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

Re: Docket No. 990182-TP
Petition of DIECA Communications Inc. d/b/a Covad Communications Company for Arbitration of Interconnection Rates, Terms, Conditions and Related Arrangements with GTE

Dear Ms. Bayo:

Please find enclosed an original and one copy of GTE Florida Incorporated's Notice of Service of Responses to Staff's First Set of Interrogatories (No. 1) for filing in the above matter. Service has been made as indicated on the Certificate of Service. If there are any questions regarding this filing, please contact me at 813-483-2617.

Sincerely,

Kimberly Caswell

KC:tas
Enclosures

AFA
APP
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BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

In re: Petition of DIECA Communications Inc. d/b/a Covad Communications Company for Arbitration of Interconnection Rates, Terms, Conditions and Related Arrangements with GTE	Docket No. 990182-TP Filed: April 14, 1999

NOTICE OF SERVICE OF GTE FLORIDA INCORPORATED'S RESPONSES TO STAFF'S FIRST SET OF INTERROGATORIES (NO. 1)

NOTICE IS HEREBY GIVEN that a true and correct copy of GTE Florida Incorporated's Responses to Staff's First Set of Interrogatories (No. 1), which were legally propounded by Staff on March 25, 1999, was sent via overnight delivery on April 13, 1999, to Beth Keating, Staff Counsel, Florida Public Service Commission, 2540 Shumard Oak Boulevard, Tallahassee, Florida 32399-0850.

The original and one copy of this Notice were also sent via overnight delivery on April 13, 1999 to the Director, Division of Records & Reporting, at the Commission. Further service on other parties of record is as set forth on the Certificate of Service, appended hereto.

Respectfully submitted on April 14, 1999.

By: Courtney P Sullivan
for

Kimberly Caswell
Post Office Box 110, FLTC0007
Tampa, Florida 33601
Telephone: 813-483-2617

Attorney for GTE Florida Incorporated

BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

In re: Petition of DIECA Communications d/b/a Covad Communications Company for arbitration to establish interconnection agreement with GTE Florida Incorporated	))))	Docket No. 990182-TP Filed: April 14, 1999

GTE FLORIDA INCORPORATED'S RESPONSES TO STAFFS FIRST SET OF INTERROGATORIES (NO. 1)

For purpose of these Interrogatories, please refer to the direct testimony of Mr. Trimble, page 2, lines 22-25, through page 3, lines 1-21.

1. Please identify all rates, terms, and conditions advocated by GTEFL for purposes of establishing an Interconnection Agreement with Covad. Please identify in your response the basis for the rates, terms, and conditions advocated by GTEFL.

Response:

The rates in Bates stamped document 1 reflect GTEFL's primary position that the Commission should approve the rates GTEFL proposed in its 1996 arbitration with AT&T and MCI. Bates stamped document 2 reflects GTEFL's compromise position that GTEFL will make available to Covad the rates the Commission established in the GTEFL/AT&T/MCI arbitration. These rates are consistent with Order PSC-97-0064-FOF-TP. The terms and conditions are found on Bates stamped documents 3 through 14.

The basis for the rates is explained in the direct testimonies of GTE witnesses Meny, Trimble, and Jones.

Prepared by: Sam Jones
Title: Manager-Compensation Planning

COVAD ARBITRATION
RATES PROPOSED BY GTE

Unbundled Network Element	Florida	
	Cost	Price
2 Wire Loop	$ 23.26	$ 33.08
Cost of Unbundling		
Total 2 wire	$ 23.26	$ 33.08
NID	$ 1.32	$ 1.50
Common Transport		
Facility (per mile)	$ 0.0000014	$ 0.0000172
Term (per term)	$ 0.0000907	$ 0.0001657
Tandem Switching	$ 0.0009143	$ 0.0009512
Dedicated Transport		
Voice Facility per ALM	$ 2.34	$ 5.08
Voice Facility per term		
DS1 Facility per ALM	$ 0.46	$ 14.75
DS1 per termination	$ 27.28	$ 30.00
DS3 Facility per ALM	$ 11.61	$ 67.44
DS3 per termination	$ 257.51	$ 356.08
NRCs		
Service Ordering (Loop or Port)		
Initial Service Order, per order		$ 47.25
Transfer of Service charge, per order		$ 16.00
Subsequent Service Order, per order		$ 24.00
Customer Service Record Research, per request		$ 5.25
Installation		
Unbundled Loop, per loop		$ 10.50
Unbundled Port, per port		$ 10.50
Loop Facility Charge, per order		$ 62.50
Resale Service Ordering		
Initial Service Order, per order		$ 41.50
Subsequent Service Order, per order		$ 24.00
Installation, per line		$ 26.25
Outside Facility Connection Charge, per order		See retail tariff
SPNP, per number ported		$ 10.50

COVAD ARBITRATION
RATES APPROVED BY FPSC IN DOCKETS 960847-TP/960980-TP, PER ORDER PSC-97-0064-FOF-TP

Unbundled Network Element	Florida	
	Cost	Price
2 Wire Loop	$ 23.26	$ 20.00
Cost of Unbundling		
Total 2 wire	$ 23.26	$ 20.00
NID	$ 1.32	$ 1.45
Common Transport		
Facility (per mile)	$ 0.0000014	$ 0.0000017
Term (per term)	$ 0.0000907	$ 0.0001000
Tandem Switching	$ 0.0009143	$ 0.0009512
Dedicated Transport		
Voice Facility per ALM	$ 2.34	$ 2.60
Voice Facility per term		
DS1 Facility per ALM	$ 0.46	$ 0.50
DS1 per termination	$ 27.28	$ 30.00
DS3 Facility per ALM	$ 11.61	$ 13.00
DS3 per termination	$ 257.51	$ 285.00
NRCs		
Service Ordering (Loop or Port)		
Initial Service Order, per order		$ 47.25
Transfer of Service charge, per order		$ 16.00
Subsequent Service Order, per order		$ 24.00
Customer Service Record Research, per request		$ 5.25
Installation		
Unbundled Loop, per loop		$ 10.50
Unbundled Port, per port		$ 10.50
Loop Facility Charge, per order		$ 62.50
Resale Service Ordering		
Initial Service Order, per order		13.04% discount off retail rate
Subsequent Service Order, per order		13.04% discount off retail rate
Installation, per line		13.04% discount off retail rate
Outside Facility Connection Charge, per order		13.04% discount off retail rate
SPNP, per number ported		Not established in arbitration

ARTICLE VII
UNBUNDLED NETWORK ELEMENTS

On January 25, 1999, the Supreme Court of the United States issued its decision on the appeals of the Eighth Circuit's decision in *Iowa Utilities Board*. Specifically, the Supreme Court vacated Rule 51.319 of the FCC's First Report and Order, FCC 96-325, 61 Fed. Reg. 45476 (1996) and modified several of the FCC's and the Eighth Circuit's rulings regarding unbundled network elements and pricing requirements under the Act. *AT&T Corp. v. Iowa Utilities Board*, No. 97-826, 1999 U.S. LEXIS 903 (1999). Under Section 251 (d)(2), the FCC was required to determine what UNEs should be made available, and it listed them in the now-vacated FCC Rule 51.319. Thus, it is GTE's position that there is currently no determination of what, if any, UNEs should be made available under the law, and until this determination is made there is no legal obligation to provide any particular UNEs. Without waiving any rights and only on an interim basis, GTE agrees to provide the UNEs listed herein ("Old 319 UNEs") in accordance with the associated provisions in the agreement and only upon the following interdependent terms and conditions:

1) Until the FCC issues new and final rules with regard to vacated Rule 51. 319 that comply with the Act ("New Rules"), GTE will provide the Old 319 UNEs listed below even though it is GTE's position that it is not legally obligated to do so; provided, however, that Covad agrees not to seek UNE "platforms," or "already bundled" combinations of UNEs.

2) Covad agrees that after the Final FCC Rules are issued, the Parties will determine what UNEs should be included in the Agreement as required by the Act, and they will incorporate them into the Agreement. If the Parties cannot agree on what UNEs are then required under the Act, either Party at any time may seek to incorporate the appropriate UNEs under the Act into the agreement in accord with Article III, Section 32, the change of law provision (s) of the Agreement, notwithstanding anything to the contrary or the expiration of any time periods outlined in such provision (s) or any other provision of the Agreement.

3.) By providing Old 319 UNEs, GTE does not waive any of its rights, including its rights to seek recovery of its actual costs and a sufficient, explicit universal service fund. Nor does GTE waive its position that, under the Court's decision, it is not required to provide Old 319 UNEs unconditionally. Moreover, GTE does not agree that the Old 319 UNE rates set forth below are just and reasonable and in accordance with the requirements of sections 251 and 252 of Title 47 of the United States Code.

4) The above "status quo" arrangement applies only to UNEs, UNE pricing, unbundling and UNE platform issues. The Parties have not determined if other provisions of the Agreement are inconsistent with the law. To the extent there are other provisions in the Agreement that are inconsistent with, or impacted by the law, including the Supreme Court's decision in *Iowa Utilities Board,* it is the intent of the Parties that the Agreement should conform thereto and that the "change of law" provisions therein may be invoked to accomplish that end.

1. General. The purpose of this Article VII is to define the UNEs that may be leased by Covad from GTE. Unless otherwise specified in this Agreement, provisioning of unbundled network arrangements will be governed by the GTE Guide. Additional procedures for preordering, ordering, provisioning and billing of UNEs are outlined in Appendix F.

2. Unbundled Network Elements.

2.1 Categories. There are several separate categories of network components that shall be provided as UNEs by GTE:

(a) Network Interface Device (NID)

(b) Loop Elements

(c) Port and Local Switching Elements

(d) Transport Elements

(e) SS7 Transport and Signaling

2.2 Prices. Individual UNEs and prices are identified on Appendix D attached to this Agreement and made a part hereof, or under the appropriate GTE tariff as referenced in this Article. Nonrecurring charges relating to unbundled elements are also listed on Appendix D.

2.2.1 Compensation For Exchange Of Traffic Using Unbundled Network Elements. Compensation arrangements between Covad and GTE for exchanging traffic when Covad uses GTE provided Unbundled Network Elements; i.e., port and local switching, transport, shall be as provided in Appendix J.

2.2.2 Interim Universal Service Support Charge. GTE assesses a separate interim universal service fund surcharge for loops and ports to provide continued universal service support that is implicit in GTE's current retail services prices; and to respect the careful distinctions Congress has drawn between access to UNEs, on the one hand, and the purchase at wholesale rates of GTE services on the other. This surcharge is being addressed (or will be addressed) by the Commission or a court of competent jurisdiction. The parties agree that GTE will offer the port and loop UNEs at the rates set forth below in Appendix D without the interim surcharge, but subject to the following terms and conditions:

2.2.2.1 Covad agrees that within thirty (30) days after the effective date of a Commission or court order affirming GTE's interim surcharge, Covad will begin paying the monthly interim surcharge in accord with the Commission or court order, including a lump sum payment to GTE of the total interim surcharges retroactive to the effective date of this Agreement if so ordered.

2.2.2.2 Notwithstanding any provision in this Agreement, GTE may, at its sole discretion and at any time, seek injunctive or other relief (i) requiring Covad to pay GTE's interim surcharge or (ii) requiring the Commission to immediately impose the interim surcharge.

2.2.2.3 Nothing in this Agreement shall restrict or impair GTE from seeking injunctive relief or any other remedy at any time and in any court regarding GTE's interim surcharge or the Commission's rejection or modification of GTE's interim surcharge.

2.3 Connection to Unbundled Elements. Covad may connect to the UNEs listed in Article VII, Section 2.1 that Covad chooses. The UNEs must be Currently Available and connection to them must be technically viable. Covad may combine these UNEs with any facilities that Covad may itself provide subject to the following:

2.3.1 Connection of Covad facilities to unbundled elements shall be achieved via physical collocation arrangements Covad shall maintain at the Wire Center at which the unbundled services are resident.

a. In circumstances where physical collocation space is not available at the Wire Center where the unbundled services are resident,alternative arrangements shall be negotiated between GTE and Covad. All incremental costs associated with the alternative arrangements shall be borne by Covad.

2.3.2 Each unbundled element shall be delivered via an EIS cross-connection to Covad's designated terminal block, or equivalent termination point, as a part of the collocation arrangement. Applicable rates for this cross connection are listed in GTE's FCC Tariff No. 1.

2.3.3 Covad shall combine UNEs with its own facilities. GTE has no obligation to combine any UNEs for Covad, nor does GTE agree to combine any network elements for Covad. Covad may not combine such UNEs to provide solely interexchange service or solely access service to an interexchange carrier.

2.4 Service Quality. GTE shall not be responsible for impacts on service attributes, grades of service, etc., resulting from Covad's specific use of or modification to any UNE.

2.5 Provisioning and Support. GTE agrees to provide UNEs in a timely manner considering the need and volume of requests, pursuant to agreed upon service provisioning intervals. GTE shall provide power to such elements on the same basis as GTE provides to itself.

3. Network Interface Device.

3.1 Direct Connection. Covad shall be permitted to connect its own Loop directly to GTE's NID in cases in which Covad uses its own facilities to provide local or special access service to an end user formerly served by GTE, as long as such direct connection does not adversely affect GTE's network. In order to minimize any such adverse effects, the following procedures shall apply:

3.1.1 When connecting its own loop facility directly to GTE's NID for a residence or business customer, Covad must make a clean cut on the GTE drop wire at the NID so that no bare wire is exposed. Covad shall not remove or disconnect GTE's drop wire from the NID or take any other action that might cause GTE's drop wire to be left lying on the ground.

3.1.2 At multi-tenant customer locations, Covad must remove the jumper wire from the distribution block (i.e. the NID) to the GTE cable termination block. If Covad cannot gain access to the cable termination block, Covad must make a clean cut at the closest point to the cable termination block. At Covad's request and discretion, GTE will determine the cable pair to be removed at the NID in multi-tenant locations. Covad will compensate GTE for the trip charge necessary to identify the cable pair to be removed.

3.1.3 GTE agrees to offer NIDs for lease to Covad but not for sale. Covad may remove GTE identification from any NID which it connects to a Covad loop, but Covad may not place its own identification on such NID.

3.1.4 GTE Loop elements leased by Covad will be required to terminate only on a GTE NID. If Covad leasing a GTE loop wants a Covad NID, they will also be required to lease a GTE NID for the direct loop termination and effect a NID to NID connection.

3.2 NID to NID Connection. Rather than connecting its loop directly to GTE's NID, Covad may also elect to install its own NID and effect a NID to NID connection to gain access to the end user's inside wiring.

3.2.1 If Covad provides its own loop facilities, it may elect to move all inside wire terminated on a GTE NID to one provided by Covad. In this instance, a NID to NID connection will not be required. Covad, or the end user premise owner, can elect to leave the GTE disconnected NID in place, or to remove the GTE NID from the premise and dispose of it entirely.

3.3 Removal of Cable Pairs. Removal of existing cable pairs required for Covad to terminate service is the responsibility of Covad.

3.4 Maintenance. When Covad provides its own loop and connects directly to GTE's NID, GTE does not have the capability to perform remote maintenance. Covad can perform routine maintenance via its loop and inform GTE once the trouble has been isolated to the NID and GTE will repair (or replace) the NID, or, at Covad's option, it can make a NID to NID connection, using the GTE NID only to gain access to the inside wire at the customer location.

3.5 Collocation Requirement. When Covad purchases a GTE NID as a stand-alone unbundled element, the collocation arrangement described in Article VII, Section 2.3.1 is not required.

4. Loop Elements.

4.1 Service Description. A "Loop" is an unbundled component of Exchange Service or special access service. In general, it is the transmission facility (or channel or group of channels on such facility) which extends from a Main Distribution Frame (MDF), or it's equivalent, in a GTE end office or Wire Center to and including a demarcation or connector block in/at a subscriber's premises. Traditionally, Loops were provisioned as 2-wire or 4-wire copper pairs running from the end office MDF to the customer premises. However, a loop may be provided via other media, including radio frequencies, as a channel on a high capacity feeder/distribution facility which may, in turn, be distributed from a node location to the subscriber premises via a copper or coaxial drop facility, etc.

4.2 Categories of Loops. There are six general categories of loops:

4.2.1 "2-wire analog loop" is a voice grade transmission facility that is suitable for transporting analog voice signals between approximately 300-3000 Hz, with loss not to exceed 8.5 db. A 2-wire analog loop may include load coils, bridge taps, etc. This facility may also include carrier derived facility components (i,e, pair gain applications, loop concentrators/multiplexers). This type of unbundled loop is commonly used for local dial tone service. GTE does not guarantee data modem speeds on a 2-wire analog loop, nor does GTE guarantee that CLASS features will perform properly on a 2-wire analog loop provisioned using subscriber analog carrier.

4.2.2 "4-wire analog loop" conforms to the characteristics of a 2-wire analog loop and, in addition, can support simultaneous independent transmission in both directions. GTE does not guarantee data modem speeds on a 4-wire analog loop, nor does GTE guarantee that CLASS features will perform properly on a 4-wire analog loop provisioned using subscriber analog carrier.

4.2.3 "2-wire digital loop" is a transmission facility capable of transporting digital signals up to 160 kbps with no greater loss than 38 db measured at 40 kHz without midspan repeaters. Dependent upon loop make up and length, midspan repeaters may be required, in which case loss will be no greater than 76 db at 40 kHz. 2-wire digital loops will be provisioned without load coils and bridge taps. Where technically capable, 2-wire digital loops may be configured to support Enhanced Copper Technologies (ECTs), such as xDSL or ISDN, provided by Covad. When utilizing ADSL technology, Covad is responsible for limiting the Power Spectral Density of the signal to the levels specified in Clause 6.13 of ANSI T1.413 ADSL Standards.

4.2.4 "4-wire digital loop" is a transmission facility that is suitable for the transport of digital signals at rates up to 1.544 mbps. Dependent on loop length, this facility may require midspan repeaters. Where technically capable, 4-wire digital loops may be configured to support Enhanced Copper Technologies (ECTs), such as xDSL or ISDN, provided by Covad. When a 4-wire digital loop is used to provision HDSL technology, the insertion loss, measured between 110 W termination at 200 kHz, should be less than 34 db. The DC resistance of a single wire pair should not exceed 1100 Ohms. A 4-wire digital loop will be provisioned without load coils or bridge taps.

4.2.5 "DS-1 loop" will support a digital transmission rate of 1.544 Mbps. The DS-1 loop will have no bridge taps or load coils and will employ special line treatment. DS-1 loops will include midspan line repeaters where required, office terminating repeaters, and DSX cross connects.

4.2.6 "DS-3 loop" will support the transmission of isochronous bipolar serial data at a rate of 44.736 Mbps. This DS-3 type of loop provides the equivalent of 28 DS-1 channels and shall include the electronics at either end.

4.3 Conditioned Analog Loops. Covad may request that analog loops ordered above be conditioned in order for them to provide the end user service. Examples of this type of conditioning are: Type C, Type DA, and Improved C. The price for such conditioned loops shall be the applicable charge as provided in the appropriate GTE intrastate special access tariff or, when applicable, in accordance with a BFR.

4.4 Loop Testing and Maintenance.

4.4.1 GTE will not perform routine testing of the unbundled loop for maintenance purposes. Covad will be required to provision a loop testing device either in its central office (switch location), Network Control Center or in its collocation arrangement to test the unbundled loop. GTE will perform repair and maintenance once trouble is identified by Covad.

4.4.2 All Loop facilities furnished by GTE on the premises of Covad's end users and up to the network interface or functional equivalent are the property of GTE. GTE must have access to all such facilities for network management purposes. GTE employees and agents may enter said premises at any reasonable hour to test and inspect such facilities in connection with such purposes or, upon termination or cancellation of the Loop facility, to remove such facility.

4.4.3 GTE will provide loop transmission characteristics to Covad end users which are equal to those provided to GTE end users.

4.4.4 If Covad leases loops which are conditioned to transmit digital signals, as a part of that conditioning, GTE will test the loop and provide recorded test results to Covad. In maintenance and repair cases, if loop tests are taken, GTE will provide any recorded readings to Covad at time the trouble ticket is closed in the same manner as GTE provides to itself and its end users.

4.5 Pair Gain Technology. In situations where GTE uses pair gain technology in its network to provision portions of local loops, GTE's ability to provide unbundled loops may be affected. Where GTE utilizes integrated digital loop carrier (IDLC)[1] technology to provision a loop, GTE is not able to provide that loop as an unbundled loop. Where GTE utilizes other types of pair gain technology to provision a loop, GTE may be able to provide that loop as an unbundled loop, depending on the technology involved and the type of unbundled loop ordered, however, the capabilities of the unbundled loop may be limited. If Covad orders an unbundled loop to a location that is normally served by pair gain technology and GTE cannot meet the requirements of the unbundled loop do to the pair gain technology, GTE will use alternate facilities, if available, to provision the unbundled loop. If alternate facilities are not available, GTE will advise Covad that facilities are not available to provision the unbundled loop. GTE will not construct additional facilities at GTE's expense to provide the unbundled loop, however, Covad may use the bonafide request process in Article VIII of this Agreement to request GTE to construct additional facilities at Covad's expense.

4.5.1 GTE will permit Covad to collocate digital loop carriers and associated equipment in conjunction with collocation arrangements Covad maintains at a GTE Wire Center for the purpose of interconnecting to unbundled Loop elements.

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[1] See Bellcore TR-TSY-000008, Digital Interface Between the SLC-96 Digital Loop Carrier System and Local Digital Switch and TR-TSY-000303, Integrated Digital Loop Carrier (IDLC) Requirements, Objectives and Interface.

4.6 Unbundled Loop Facility Qualification and Spectral Interference. If Covad plans to deploy enhanced copper technologies (ECTs), such as analog carrier, ADSL , or ISDN, over unbundled copper loops, that may potentially interfere with other ECTs deployed within the same cable sheath, Covad is responsible for notifying GTE of its intent. GTE will determine if there are any existing or planned ECTs deployed by GTE or other CLECs within the same cable sheath that may either cause interference or be interfered by Covad's proposed ECT. If there are existing ECTs deployed or in the process of being deployed by GTE or other CLECs, or if GTE has existing near term plans (within 6 months of the date of facility qualification) to deploy such technology, GTE will so advise Covad and Covad shall not be permitted to deploy the proposed ECT. If Covad disagrees with GTE's determination, GTE will review the basis of its determination with Covad and the Parties will attempt to jointly resolve the disagreement.

4.6.1 If Covad orders an unbundled digital loop, pursuant to Sections 4.2.3 or 4.2.4 above, and provides the industry standard codes on the order indicating the type of service to be deployed on the loop, that shall constitute notification and GTE will perform the loop qualification as part of the ordering procees at no additional charge.

4.6.2 If Covad orders an unbundled analog loop, pursuant to Sections 4.2.1 or 4.2.2 above, and plans to deploy ECTs on that loop, notification must be provided separately and apart from the ordering process. Upon receipt of notification GTE will perform the loop qualification, however, additional charges may apply.

4.6.3 If Covad fails to notify GTE of its plans to deploy an ECT on an unbundled loop, either via the ordering process for a digital loop or via separate notification for an analog loop, and obtain prior qualification from GTE for the loop, if Covad's deployment of such technology is determined to have caused interference with existing or planned services deployed by GTE or another CLEC in the same cable sheath, Covad will immediately remove such ECT and shall reimburse GTE for all incurred expense related to this interference.

4.6.4 Provided Covad has notified GTE of its plans to deploy an ECT on an unbundled loop and obtained loop qualification pursuant to this Section 4.6, GTE will not deploy any ECTs within the same cable sheath that will be incompatible with Covad's tecnology.

4.6.5 The Parties acknowledge that certain issues regarding spectral interference in the provisioning of unbundled loops are being addressed by the FCC in pending rulemaking proceedings. The Parties agree they will negotiate terms and conditions as a result of such FCC rules once final and binding decisions are issued, subject to either Party's right to seek injunctive relief regarding such decisions, and amend the Agreement to reflect any such terms and conditions.

4.7 Intentionally left blank.

4.8 Subloops.

4.8.1 GTE will provide as separate items the loop distribution, loop concentrator and loop feeder on a case-by-case basis pursuant to a BFR as described in Article VIII, Section 1.

4.8.2 GTE will design and construct loop access facilities (including loop feeders and loop concentration/multiplexing systems) in accordance with standard industry practices as reflected in applicable tariffs and/or as agreed to by GTE and Covad.

4.8.3 Transport for loop concentrators/multiplexers services not supported by embedded technologies will be provided pursuant to applicable tariffs or as individually agreed upon by GTE and Covad. The Parties understand that embedded loop concentrators/multiplexers are not necessarily capable of providing advanced and/or digital services.

4.8.4 GTE will provide loop transmission characteristics as specified in Section 4.4.3 herein.

5. Port and Local Switching Elements.

5.1 Port. Port is an unbundled component of Exchange Service that provides for the interconnection of individual loops or trunks to the switching components of GTE's network. In general, it is a line card or trunk card and associated peripheral equipment on GTE end office switch that serves as the hardware termination for the end user's Exchange Service on that switch and generates dial tone and provides the end user access to the public switched telecommunications network. The port does not include such features and functions which are provided as part of Local Switching. Each line-side port is typically associated with one (or more) telephone number(s), which serve as the end user's network address.

5.2 Ports Available as UNEs. There are four types of Ports available as UNEs;

5.2.1 "Basic analog line side port" is a line side switch connection employed to provide basic residential and business type Exchange Service.

5.2.2 "ISDN BRI digital line side port" is a Basic Rate Interface (BRI) line side switch connection employed to provide ISDN Exchange Services.

5.2.3 "DS-1 digital trunk side port" is a trunk side switch connection employed to provide the equivalent of 24 analog incoming trunk ports.

5.2.4 "ISDN PRI digital trunk side port" is a Primary Rate Interface (PRI) Trunk Side switch connection employed to provide ISDN Exchange Services

5.3 Port Prices. Prices for Ports are listed in Appendix D.

5.4 Local Switching. Local switching provides the basic circuit switching functions to originate, route and terminate traffic and any signaling deployed in the switch. Vertical features are optional services provided through software programming in the switch which can be added on a per-feature basis with applicable rate. GTE will offer only those features and functions Currently Available to the particular platform used (e.g., DMS, 5ESS, GTD5). Any feature or function which is not available, but the switch is capable of providing, may be requested via the BFR process. Covad will be responsible for bearing any costs incurred by GTE in making such

feature/function available, including Right-to-Use (RTU) fees. The rates for Local Switching and Vertical Features are listed in Appendix D.

5.4.1 Covad must purchase Local Switching with the line-side Port or trunk-side Port.

5.5 Compliance with Section 2.3. Covad shall only order unbundled elements in accordance with Section 2.3 herein and it will be the responsibility of Covad to make arrangements for the delivery of interexchange traffic and routing of traffic over interoffice transmission facilities, if applicable.

5.6 Shared Transport is the physical interoffice facility medium that is used to transport a call between switching offices. A central office switch translates the end user dialed digits and routes the call over a Common Transport Trunk Group that rides interoffice transmission facilities. These trunk groups and the associated interoffice transmission facilities are accessible by any end user (GTE end user or CLEC end user when CLEC has purchased unbundled local switching), and are referred to as "shared transport facilities".

5.6.1 Many calls riding shared transport facilities will also be switched by GTE's access tandem. This tandem switching function is included as a rate component of Shared Transport, as set forth in Appendix D.

5.6.2 When the requesting CLEC purchases unbundled local switching the CLEC is obligated to purchase unbundled Shared Transport. All of the billing elements associated with Shared Transport are billed upon call origination, unless the call involves an interexchange carrier.

5.6.3 The rating of Shared Transport is based upon the duration of a voice grade (or DS0) call on GTE's network. Shared Transport is comprised of three billing components: (1) Transport - Facility Miles (usage and distance sensitive); (2) Transport - Termination (per end, usage sensitive); and (3) Tandem Switching (usage sensitive). Until an industry standard solution is implemented for generating AMA recordings that identify tandem routed local calls, the parties will use a Shared Transport composite rate using the Tandem Switching rate, two (2) terminations, and an assumed Facility miles length of ten (10) miles. This interim methodology will be used in lieu of actual detailed AMA recordings and bill generation.

5.6.4 GTE is responsible for the sizing of the Shared Transport network. All analysis, engineering, and trunk augmentations to Common Transport Trunk Groups will be the sole responsibility of GTE. To ensure that the network is appropriately sized, GTE may request traffic forecasts from the CLEC requesting unbundled local switching. These forecasts must be provided to GTE on a quarterly basis, with a 12 month outlook.

5.6.5 GTE provides Shared Transport between GTE switching offices (e.g. between GTE end offices, a GTE end office and a GTE tandem switch, between a GTE end office and the IP of a connecting telecommunications company, or between a tandem switch and the IP of a connecting telecommunications company). However, the transport between a GTE switching office and the requesting CLEC's switching office must be purchased as Dedicated Transport and is not provided as Shared Transport.

6. Dedicated Transport

6.1 Dedicated Transport is an UNE that is purchased for the purpose of transporting Telecommunication Services between designated Serving Wire Centers (SWC). Dedicated Transport may extend between two GTE SWCs (Interoffice Dedicated Transport or IDT) or may extend from the GTE SWC to the CLEC premise (CLEC Dedicated Transport or CDT). CDT remains within the exchange boundaries of the SWC, while IDT traverses exchange boundaries. IDT and CDT are further defined in Sections 6.2 and 6.3 below.

6.2 CLEC Dedicated Transport is the Dedicated Transport facility connecting the GTE Serving Wire Center (SWC) to the requesting CLEC's Customer Designated Location (CDL). The CDL will be the designated location where the CLEC's physical network begins (the CDL cannot be designated at an end user customer location).

6.3 This UNE includes the equipment required to terminate the interoffice facility within requesting CLEC's CDL and within the GTE SWC. The product also includes the transport facility between the two locations, but extends no further into GTE's network than the CDL's SWC. CLEC Dedicated Transport is a dedicated UNE which has no switching components. CLEC Dedicated Transport can be purchased in bandwidth increments of DSO, DS1, or DS3 at rates outlined in Appendix D.

6.4 CLEC Dedicated Transport consists of monthly recurring (non-usage sensitive) billable elements that are dependent on bandwidth, but may vary depending on the termination arrangement at the CDL (Office Terminating Repeater vs. SONET terminal, first system vs. additional system, etc.)

6.5 Interoffice Dedicated Transport is the Dedicated Transport facility connecting two GTE Serving Wire Centers (SWCs). Interoffice Dedicated Transport excludes the facilities between the Servicing Wire Center (SWC) and the Customer Designated Location (CDL). Interoffice Dedicated Transport is a dedicated UNE which has no switching components. Interoffice Dedicated Transport can be purchased at the bandwidth levels of DSO, DS1, or DS3 at rates outlined in Appendix D.

6.6 The price of the Interoffice Dedicated Transport UNE varies with the bandwidth purchased and consists of a non-recurring charge and monthly recurring (non-usage sensitive) billable elements. The components are Transport Facility Miles (monthly recurring), and Transport Termination (per end, monthly recurring).

7. SS7 Transport and Signaling. SS7 signaling and transport services in support of Covad's local exchange services shall be provided in accordance with the terms and conditions of Appendix G attached to this Agreement and made a part hereof.

7.1 GTE will provide interconnection with its SS7 network at the STPs but not at other points.

8. LIDB Services. Access to GTE's LIDB shall be provided in accordance with the rates, terms and conditions of GTE's switched access tariff, GTOC Tariff FCC No. 1, Section 8.

9. Database 800-Type Services. Access to GTE's 800-Type database (*i.e.*, 888, 877) shall be provided in accordance with the rates, terms and conditions of GTE's switched access tariff, GTOC Tariff FCC No. 1, Section 8.

10. Operator Services (OS) and Directory Assistance (DA). GTE will provide OS and DA to Covad in accordance with the terms set forth as follows:

10.1 When OS and/or DA is to be provided for calls that originate from a CLECs own switch, GTE will provide branded or unbranded OS and/or DA pursuant to separate contracts to be negotiated in good faith between the parties after execution and approval of this Agreement by the Commission. (Refer to Article VIII for further details).

10.2 When OS and/or DA is to be provided for calls that originate from an unbundled Port with Local Switching, as provided herein, and neither branding nor unbranding is requested, the CLECs calls will access GTE's OS and/or DA platform and will be processed in the same manner as GTE calls.

10.3 When OS and/or DA is to be provided for calls that originate from an unbundled Port with Local Switching, as provided herein, and either branding or unbranding is requested, GTE will provide such unbranding or rebranding on a switch-by-switch basis, subject to capability and capacity limitations where Customized Routing is Currently Available. Upon receipt of an order for unbranding or rebranding, GTE will implement within 90 Business Days when technically capable.

10.4 Covad will be billed charges for OS and DA and a charge for unbranding or rebranding and Customized Routing as set forth in Section 11.2. In addition, charges specified in Section 11.4 will apply.

10.5 For those offices that Covad has requested GTE to rebrand and/or unbrand OS and DA, GTE will provide it where GTE performs its own OS and DA service subject to capability and capacity limitations where Customized Routing is Currently Available. If GTE uses a third-party contractor to provide OS or DA, GTE will not provide branding nor will GTE negotiate it with a third party on behalf of Covad. Covad must negotiate with the third party. In these instances, Covad will need to purchase customized routing to differentiate OS/DA traffic from GTE's.

11. Customized Routing. Where Currently Available and upon receipt of a written BFR from Covad as described in Article VIII, Section 1, GTE agrees to provide customized routing for the following types of calls:

0-
0+Local
0+411
1+411
0+HNPA-555-1212 (intraLATA, only when intraLATA presubscription is not available)
1+HNPA-555-1212 (intraLATA, only when intraLATA presubscription is not available).

11.1 GTE will provide Covad a list of switches that can provide customized routing using line class codes or similar method (regardless of current capacity limitations). Covad will return a list of these switches ranked in priority order. GTE will return to Covad a schedule for customized routing in the switches with existing capabilities and capacity.

11.2 In response to the BFR from Covad, GTE will provide Covad with applicable charges, and terms and conditions, for providing OS and DA, branding, and customized routing.

11.3 Subject to the above provisions, GTE will choose the method of implementing customized routing of OS and DA calls.

11.4 When GTE agrees to provide customized routing to Covad, Covad will be required to establish Dedicated Transport in order to route OS/DA traffic to the designated platform. If unbundled Dedicated Transport is used to route OS/DA traffic to the designated platform, Covad must purchase a Trunk Side port and establish a collocation arrangement in accordance with Section 2.3 of this Article. The rates for these UNEs will be billed in accordance with Appendix D. If the Dedicated Transport used to route OS/DA traffic to the designated platform is ordered out of the applicable access tariff, no collocation arrangement or Trunk Side port is required.

12. Advanced Intelligent Network Access (AIN). GTE will provide Covad access to GTE AIN functionality from GTE's AIN Service Control Point (SCP) via GTE's local switch or Covad's local switch.

13. Directory Assistance Listing. When Covad orders an unbundled port or an unbundled loop, *CLEC has the option to submit a Directory Service Request (DSR) to have the listings included in GTE's Directory Assistance database. The applicable ordering charge will be applied for processing the DSR.

14. Operational Support Systems (OSS). GTE shall provide OSS functions to Covad for ordering, provisioning and billing that are generally available as described in Appendix F attached to this Agreement.

VERIFICATION

STATE OF FLORIDA)
) ss.
COUNTY OF HILLSBOROUGH)

BEFORE ME, the undersigned authority, personally appeared Beverly Y. Menard, who deposed and stated that the answers to the First Set of Interrogatories (No. 1) served on GTE Florida Incorporated by the Staff in Docket No. 990182-TP were prepared at her request and she is informed that the responses contained therein are true and correct to the best of her information and belief.

DATED at Tampa, Florida, this 9th day of April, 1999.

Beverly Y. Menard
Beverly Y. Menard

Sworn to and subscribed before me this 9th day of APRIL, 1999.

Teresa Ann Scobie
Notary Public
State of Florida

OFFICIAL NOTARY SEAL
TERESA ANN SCOBIE
NOTARY PUBLIC STATE OF FLORIDA
COMMISSION NO. CC777388
MY COMMISSION EXP. OCT. 21,2002

Name Typed or Printed/Commission No.

My Commission Expires:

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a copy of GTE Florida Incorporated's Notice of Service and Responses to Staff's First Set of Interrogatories (No. 1) in Docket No. 990182-TP were sent via overnight delivery on April 13, 1999 to:

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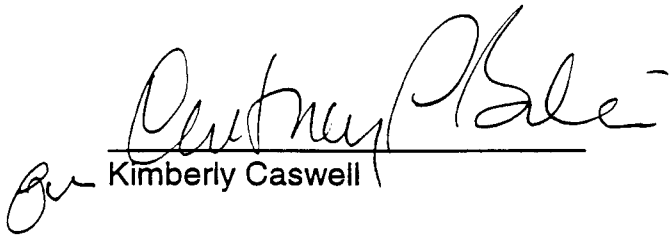

Kimberly Caswell