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January 23, 1996

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VIA FEDERAL EXPRESS

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

Re: Docket No. 950984-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 Sprint-United/Centel to Unbundle the Local Loop. 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
David M. Halley

- ACK Enclosures
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**BEFORE THE
FLORIDA PUBLIC SERVICE COMMISSION**

In re: Resolution of petition(s) to establish)
unbundled services, network features, functions or) Docket No. 950984-TP
capabilities, and local loops pursuant to Section) Filed: January 24, 1996
364.161, Florida Statutes)

**PETITION OF METROPOLITAN FIBER SYSTEMS OF FLORIDA, INC.
FOR SPRINT-UNITED/CENTEL TO UNBUNDLE THE LOCAL LOOP**

Metropolitan Fiber Systems of Florida, Inc., through its undersigned counsel, and pursuant to Florida Administrative Code Rule 25-22.036(7), Section 364.161, Florida Statutes, and the Order Establishing Procedure in this docket, files this Petition for Sprint-United Telephone Company of Florida and Sprint-Central Telephone Company of Florida ("Sprint-United/Centel" collectively) to provide unbundled services, network features, functions and capabilities, and specifically the local loop:

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:

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770/399-8378 (ph.)
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Statement of Interest and Negotiating History

3. Pursuant to Section 364.161, Florida Statutes, MFS-FL and Sprint-United/Centel have 60 days to negotiate acceptable terms, conditions and prices of feasible unbundling requests. If negotiations prove unsuccessful after 60 days, either party has the right to file a petition for a satisfactory resolution of requests for unbundled services, network features, functions, or capabilities, including unbundling the local loop. MFS-FL, by letter dated July 19, 1995, initiated negotiations with Sprint-United/Centel. 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 Sprint-United/Centel to provide unbundled exchange service arrangements, and specifically the unbundled local loop.

4. As evidenced by the correspondence attached to the accompanying Direct Testimony as Exhibit TTD-1, MFS-FL initiated negotiations with Sprint-United/Centel 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). Specifically, on July 19, 1995, MFS-FL attempted to begin negotiations with Sprint-United/Centel for unbundling and interconnection arrangements via a three-page letter outlining the proposed unbundling and interconnection arrangements. Nearly four months later on November 9, 1995, having received no formal written response from Sprint-United/Centel to its initial letter, MFS-FL sent Sprint-United/Centel a letter and a detailed 31-page proposed co-carrier agreement in an attempt to simplify the negotiations process for Sprint-United/Centel. MFS-FL still received no formal correspondence from Sprint-United/Centel. Finally, on January 3, 1996, MFS-FL mailed another letter to Sprint-United/Centel in one last attempt at receiving a response and beginning private negotiations. On January 5, 1996, Sprint-United/Centel sent correspondence to MFS-FL disputing the status of negotiations. On January 18, 1996, Sprint-United/Centel replied to the MFS-FL proposal with a proposed stipulation which mirrored the BellSouth/CATV industry agreement by providing special access rates in lieu of separate rates for unbundled loops. On January 19, 1996, MFS-FL sent Sprint-United/Centel a letter to indicate that it intended to file a Petition with the Commission because both companies disagree on fundamental issues. MFS-FL indicated its desire to continue discussions to reach an agreement on all or as many issues as possible before the hearings commence in March.

5. MFS-FL cannot unilaterally impose an unbundling agreement upon Sprint-United/Centel. However, the Commission should mandate the appropriate unbundling arrangements, in light of Sprint-United/Centel's delays in responding to MFS-FL's requests to negotiate.

6. MFS-FL is filing two petitions: this Petition for the unbundling of exchange service arrangements, and a second Petition for nondiscriminatory interconnection

arrangements. 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 Sprint-United/Centel local exchange network now pending.

**Statement of Interconnection and Unbundling Arrangements
That MFS-FL Requires to Provide Service as an ALEC**

7. 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 this Petition; the five remaining co-carrier issues are addressed in the MFS-FL Interconnection Petition.

Statement of Issues on Which MFS-FL and Sprint-United/Centel Have Reached Agreement

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

Disputed Issues of Fact

9. MFS-FL has more fully described its positions on the co-carrier issues and its disputed issues of fact with Sprint-United/Centel 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.

10. MFS-FL maintains that local loop unbundling is necessary to provide access to essential bottleneck facilities controlled by Sprint-United/Centel. Sprint-United/Centel retains sole control of numerous bottleneck elements of the local exchange network. MFS-FL supports the unbundling of specific elements of the Sprint-United/Centel network for use by new entrants so that each element of the local loop bottleneck is priced separately from other service elements. This will allow MFS-FL and users to pay for only those portions of the loop services that they want or need. Further, unbundling of specific elements will encourage the development of facilities-based competition. By permitting competing carriers to purchase only those network elements that they have not constructed themselves, those carriers with the most fully-developed networks will have to pay the smallest amounts for unbundled elements of the incumbent network to provide service to their customers. As such, carriers with constructed facilities will experience economic benefits over those carriers relying solely on resale to provide local exchange services. The incentives for constructing facilities will create a more robust and permanent form of local exchange competition from which Florida consumers will experience greater benefits.

11. MFS-FL proposes that Sprint-United/Centel unbundle all its Exchange Services into two separate packages: (1) a link element (the transmission facility between a customer's premises and the main distribution frame (or equivalent) in the incumbent LEC's wire center)

plus cross-connect element; and (2) a port element (the dedicated hardware within the central office required to interface the link to an end office switch) plus cross-connect element.

Specifically, MFS-FL proposes that the following unbundled link and port categories should be provided: Link Categories - (1) 2-wire and 4-wire analog voice; (2) 2-wire ISDN digital grade; and (3) 4-wire digital grade; Port Categories - (1) 2-wire and 4-wire analog line; (2) 2-wire ISDN digital line; (3) 2-wire analog DID trunk; (4) 4-wire DS-1 digital DID trunk; and (5) 4-wire ISDN DS-1 trunk. MFS-FL also has a requirement to receive concentration of unbundled loops at serving wire centers for the more efficient provision of loops. A diagram of the unbundled elements requested by MFS-FL is attached to the accompanying Direct Testimony as Exhibit TTD-6. As noted above, MFS-FL and Sprint-United/Centel have not reached agreement on any issues.

12. MFS-FL proposes that Sprint-United/Centel unbundle and separately price and offer the unbundled link and port elements such that MFS-FL will be able to lease and interconnect to whichever of these unbundled elements MFS-FL requires, and to combine these elements with any facilities and services that MFS-FL may provide itself, in order to efficiently offer telephone services to end users. In addition, Sprint-United/Centel should apply all transport-based features and switch-based features, functions, service attributes, grades-of-service, installation, maintenance and repair intervals which apply to bundled service to unbundled links and unbundled ports. Sprint-United/Centel should also permit any customer to convert its bundled services to an unbundled service and assign such services to MFS-FL, with no penalties, rollover, termination or conversion charges to MFS-FL or the customer.

13. MFS-FL proposes that interconnection of unbundled elements should be achieved through collocation arrangements that MFS-FL maintains at wire centers at which the unbundled elements reside. Sprint-United/Centel should permit MFS-FL to collocate digital loop carrier systems and associated equipment in conjunction with collocation arrangements that MFS-FL maintains at a Sprint-United/Centel wire center, for the purpose of interconnecting to unbundled link elements.

14. MFS-FL proposes that Sprint-United/Centel's long run incremental costs should serve as the target price and cap for unbundled loops where such loops must be employed by competitive carriers to compete realistically and practically with the entrenched monopoly service provider, Sprint-United/Centel. In addition, the sum of the prices of the unbundled rate elements (link, port, and cross-connect) must be no greater than the price of the bundled dial tone. Furthermore, the ratio of price to long run incremental cost for each element and for the bundled dial tone must be the same. These guidelines would ensure that new entrants are not subject to discriminatory charges that Sprint-United/Centel does not apply to its own end users.

Basis for Relief

15. The ultimate facts and law that entitle MFS-FL to the requested relief include, but are not limited to the following:

16. Pursuant to Section 364.161, Florida Statutes, MFS-FL may file a petition for Commission intervention so that Sprint-United/Centel will unbundle its services, network features, functions, or capabilities, including unbundled local loops if the parties fail to reach an agreement after 60 days. As discussed above, MFS-FL and Sprint-United/Centel have not reached an agreement on any unbundling issue.

17. 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 Sprint-United/Centel in order to provide competitive local exchange service to its customers in the territory served by Sprint-United/Centel. Until such arrangements are established, MFS-FL cannot provide such service, the Legislature will be unable to meet its goal of implementing local exchange competition in Florida, and Florida consumers will continue to be held hostage by a local exchange monopoly against the clear intentions of the Commission and the Legislature.

18. The Commission has 120 days from the date of this filing to establish nondiscriminatory rates, terms, and conditions for unbundled local loops, as requested above by MFS-FL.

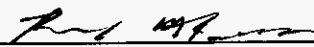
WHEREFORE, MFS-FL respectfully requests that the Commission, within 120 days from the date of this filing:

1. Enter an order granting MFS-FL its request that Sprint-United/Centel unbundle its network features, functions, or capabilities, and services, and specifically its local loop, as described in this Petition and the accompanying Testimony.

2. Grant MFS-FL such other relief as the Commission may deem necessary or appropriate.

Respectfully Submitted,

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Dated: January 23, 1996

**Petition of Metropolitan Fiber Systems of Florida, Inc.
For Sprint-United/Centel Florida Incorporated to Unbundle the Local Loop
Docket No. 950984-TP
Filed: January 24, 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 unbundling issues in other states, but MFS-FL has been unable to come to a similar agreement with Sprint-United/Centel.

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

Because Sprint-United/Centel 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 Sprint-United/Centel to Unbundle the Local Loop
Docket No. 950984-TP
Filed: January 24, 1996**

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

1. What elements should be made available by Sprint-United/Centel to MFS-FL on an unbundled basis (*e.g.*, link elements, port elements, loop concentration, loop transport)?
2. What are the appropriate technical arrangements for the provision of such unbundled elements?
3. What are the appropriate financial arrangements for each such unbundled element?
4. What arrangements, if any, are necessary to address other operational issues?

CERTIFICATE OF SERVICE

I, David M. Halley, hereby certify that on this 24th day of January, 1996, copies of the foregoing Petition of Metropolitan Fiber Systems of Florida, Inc. for Sprint-United/Centel Florida, Inc. to Unbundle the Local Loop, Florida Public Service Commission Docket No. 950984-TP were sent via Federal Express to the parties on the attached official service list in this docket.


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