BEFORE THE
FLORIDA PUBLIC SERVICE COMMISSION

In re: Resolution of petition(s) to establish nondiscriminatory rates, terms, and conditions for resale involving local exchange companies and alternative local exchange companies pursuant to Section 364.161, Florida Statutes	**) Docket No. 950984-TP**
	) Filed: February 21, 1996

REBUTTAL TESTIMONY OF TIMOTHY T. DEVINE

ON BEHALF OF

METROPOLITAN FIBER SYSTEMS OF FLORIDA, INC.

Docket No. 950984-TP

(MFS-FL Petition Concerning Unbundling of Sprint-United and Sprint-Centel.)

REBUTTAL TESTIMONY OF TIMOTHY T. DEVINE
ON BEHALF OF
METROPOLITAN FIBER SYSTEMS OF FLORIDA, INC.
(Petition re: United/Centel)
Docket No. 950984-TP

Q. PLEASE STATE YOUR NAME AND BUSINESS ADDRESS.

A. My name is Timothy T. Devine. My business address is MFS Communications Company, Inc., Six Concourse Parkway, Ste. 2100, Atlanta, Georgia 30328.

Q. ARE YOU THE SAME TIMOTHY DEVINE WHO PREVIOUSLY FILED TESTIMONY IN THIS PROCEEDING?

A. Yes.

Q. WHAT IS THE PURPOSE OF YOUR TESTIMONY IN THIS PROCEEDING?

A. To respond on behalf of Metropolitan Fiber Systems of Florida, Inc. ("MFS-FL") to the direct testimony in this proceeding, and particularly the testimony of Mr. Ben Poag filed on behalf of Sprint-United and Sprint-Centel ("United/Centel").

Q. HAS MFS-FL COME TO AGREEMENT WITH UNITED/CENTEL ON ANY OF THE ISSUES IN THIS DOCKET?

A. No. Despite some progress in negotiations, and despite the fact that MFS-FL was able to negotiate an agreement with GTE, MFS-FL has not come to agreement on any issues with United/Centel. All of the issues in this

proceeding therefore remain to be addressed with United/Centel at this time.

Q. WHAT UNBUNDLING ISSUES HAS MFS-FL REACHED AGREEMENT ON WITH GTE?

A. GTE, unlike BellSouth and United/Centel, signed an agreement with MFS-FL on two of the four issues in this proceeding. The agreement is attached as Exhibit TTD-7. In this regard, GTE adopted a constructive, reasonable, and positive approach to the negotiations. While some progress was made with United/Centel, no agreement was reached. Specifically, MFS-FL and GTE have agreed that GTE will provide all of the 2-wire and 4-wire unbundled loop and port elements requested by MFS-FL. GTE will also permit MFS-FL to collocate digital loop carriers in order to provide loop concentration. In fact, all of issues 1 (elements to be unbundled) and 2 (technical arrangements) have been negotiated with GTE and only the issue of pricing, issue 3, and certain operational issues, issue 4, remain.

Q. HAVE YOU ADDRESSED THE ISSUE OF THE PRICING OF UNBUNDLED LOOPS IN YOUR GTE REBUTTAL TESTIMONY?

A. Yes. I have addressed the issue of pricing, including the cost-based pricing standard contained in the recently signed Telecommunications Act of 1996, in my GTE rebuttal testimony filed today in this docket and, accordingly, adopt that testimony in the portion of this docket concerning the United/Centel petition. I will therefore focus this additional testimony on the unbundled elements that MFS-FL has requested to be provided by

United/Centel.

Q. WHAT UNBUNDLED LOOPS AND PORTS HAS UNITED/CENTEL AGREED TO OFFER?

A. United/Centel has only agreed to provide its currently available special access services. United/Centel refuses to provide 2-wire and 4-wire analog loops and ports, 2-wire ISDN digital grade loops; 4-wire DS-1 digital grade loops; 2-wire ISDN digital line ports; 2-wire analog DID trunk ports; 4-wire DS-1 digital DID trunk ports; and 4-wire ISDN DS-1 digital trunk ports. United/Centel has also refused to provide unbundled digital loop carrier systems ("DLCs"), either by permitting MFS-FL to collocate its own DLCs, or providing access to United/Centel DLCs.

United/Centel provides no explanation whatsoever for its refusal to provide these elements, but ignores its statutory duty completely: "At this time, Sprint-United/Centel proposes that the unbundled elements of its special access tariff represent the elements that would be provided to MFS on an unbundled basis." Poag at 2. Like BellSouth, United/Centel suffers from the delusion that the list of elements to be unbundled is generated by the incumbent LEC. Mr. Poag cites no regulatory or statutory basis for raising this possibly insurmountable long term barrier to the development of viable local exchange competition in the United/Centel service area. No such limitation is imposed by statute: "Upon request, each local exchange company shall unbundle all of its network features, functions, and

capabilities, including access to signaling databases, systems and routing processes, and offer them to any other telecommunications provider requesting such features, functions or capabilities for resale to the extent technically and economically feasible." Fla. Stat. 364.161.

By defining the loop and port to be unbundled as "two-wire analog" connection service offerings, United/Centel would dramatically limit the ability of ALECs' to offer competitively a full range of business and data services. This would be completely inconsistent with the Legislature's mandate to promote local exchange competition in Florida.

Q. DOES THE FEDERAL ACT PROVIDE A STANDARD TO DETERMINE WHAT NETWORK ELEMENTS SHOULD BE MADE AVAILABLE?

A. Yes. The Act requires consideration, at a minimum, of whether "access to such network elements as are proprietary in nature is necessary," and whether "the failure to provide access to such network elements would impair the ability of the telecommunications carrier seeking access to provide the services that it seeks to offer." Sec. 251(d)(2). There is no question that the failure of United/Centel to provide the 2-wire and 4-wire analog and digital loops and ports requested by MFS-FL will "impair the ability" of MFS-FL "to provide the services it seeks to offer." As discussed at greater length below, MFS-FL seeks to offer advanced services that require 2-wire and 4-wire analog and digital loops and ports to the often sophisticated customers that

demand them. By denying MFS-FL access to the requested loops and ports, United/Centel would certainly impair MFS-FL's ability to provide these services. Likewise, the failure of United/Centel to permit MFS-FL to collocate DLCs (or, alternatively, to permit unbundled access to United/Centel DLCs) would impair MFS-FL's ability to provide ***all of the services it seeks to offer***. The failure to unbundle this element would clearly adversely affect the quality and affordability of MFS-FL services. According to the federal standard, all of the elements requested to be unbundled by MFS-FL must be unbundled by United/Centel.

Q. DOES THE GTE AGREEMENT PROVIDE FURTHER EVIDENCE THAT THE UNBUNDLING REQUESTED BY MFS-FL IS ALSO "TECHNICALLY AND ECONOMICALLY FEASIBLE"?

A. Yes. Unbundling is required pursuant to Section 364.161 to the extent that it is "technically and economically feasible." All of the requested elements are already being provided on an unbundled basis elsewhere in the country. There is therefore little question that this unbundling is technically and economically feasible. The MFS-FL agreement with GTE provides further evidence that the requested unbundling is technically and economically feasible.

Q. COULD YOU CLARIFY THE MFS-FL PROPOSAL FOR UNBUNDLING WHICH HAS BEEN MISCHARACTERIZED BY SEVERAL PARTIES TO THIS DOCKET?

A. MFS requested the ability to use its own digital loop carriers ("DLCs")

through collocation to provide loop concentration (Devine Direct at 20-21) or, alternatively, to purchase loop concentration from United/Centel. Devine Direct at 16-17. Loop concentration is a multiplexing function utilized by ALECS in several states on a collocated basis that permits a carrier to concentrate the traffic from a number of loops onto a single channel. When an ALEC purchases a number of unbundled loops terminating at the LEC central office, it cannot afford to transport each loop on its own individual channel all the way back to its switch. Loop concentration permits an ALEC to combine the loops for more economical transport to the switch. United/Centel has declined to provide loop concentration. Poag Direct at 2.

MFS-FL seeks the ability to collocate its own digital loop carriers at its current United/Centel virtual collocation arrangements, or seeks unbundled access and interconnection to the United/Centel digital loop carrier systems which provide loop concentration. To the extent these or similar systems are employed in United/Centel's network (and it has been confirmed that they are in fact in use), MFS-FL should be allowed to interconnect to the unbundled subelements of these systems, where technically feasible and where capacity allows. This unbundling of DLC systems is necessary in order to ensure that the efficiency of links MFS-FL leases from United/Centel is not impaired, and is equal to the efficiency of links that United/Centel uses.

Q. DOES THE FLORIDA STATUTE REQUIRE UNITED/CENTEL TO PERFORM THIS UNBUNDLING?

A. Yes. The statute explicitly requires United/Centel to perform this unbundling upon request. Pursuant to statute, each LEC shall, upon request, "unbundle all of its network features, functions, and capabilities, including access to signaling ***databases***, ***systems and routing processes***, and offer them to any other telecommunications provider requesting such features, functions or capabilities for resale to the extent technically and economically feasible." Fla. Stat. § 364.161(1).

MFS-FL has requested the unbundling of DLC ***systems*** in order to permit the more efficient ***routing*** of its traffic. Loop concentration will permit MFS-FL to utilize the same concentration efficiencies United/Centel employs within its network. If MFS-FL is unable to connect to either MFS-collocated or United/Centel-leased DLC systems, MFS-FL will have to install significant amounts of additional equipment that United/Centel can avoid through the use of DLCs. For example, MFS-FL will have to install two multiplexers, one at the wire center and a second at MFS-FL's switch site to connect between MFS-FL's DLC (which MFS-FL will have to locate at its own switch site if it cannot collocate it or obtain access to United/Centel DLCs) and its switch. By imposing this needless architecture on MFS-FL and other ALECs, United/Centel creates additional expense for new entrant competitors, severely restricts its ability to test its circuits, and impairs its

ability to provide the services it seeks to provide.

Q. HAVE THESE ARRANGEMENTS BEEN ESTABLISHED IN OTHER STATES?

A. Yes. There is no question whatsoever as to the technical and economic feasibility of United/Centel allowing MFS-FL to collocate its DLC systems. MFS-FL affiliates are currently utilizing DLCs in collocation arrangements with LECs in numerous other states. In fact, the collocation of DLCs has not even been an issue in these states because LECs have willingly agreed to collocate them. The following LECs currently permit the collocation of DLCs in the following states in which MFS is currently operating: Nynex in New York and Massachusetts; SNET in Connecticut; Rochester Telephone in New York; Bell Atlantic in Maryland; Ameritech in Illinois; and Pacific Bell in California. (Collocation arrangements in place with Ameritech and Bell Atlantic are, like those of United/Centel, virtual collocation arrangements.) Collocation arrangements associated with unbundled loops have been agreed to between MFS and Pacific Bell, including the possibility of purchasing multiplexing, if necessary. Unbundling collocation arrangements are also referenced in the Connecticut Stipulation, including the option to purchase "SNET provided multiplexing." *DPUC Investigation Into the Unbundling of the Southern New England Telephone Company's Local Telecommunications Network*, Decision, attached Stipulation at 4 (Jan. 22, 1996). In both of these arrangements,

LECs, like LECs in other states, permit the collocation of DLCs. In its refusal to permit the collocation of DLCs, United/Centel is simply out of step with the common practices of LECs around the country.

Q. THERE HAS BEEN A SUGGESTION THAT MFS-FL IS REQUESTING TO COLLOCATE REMOTE SWITCHING MODULES (MENARD DIRECT AT 3). CAN YOU EXPLAIN WHY THIS IS NOT PART OF THE MFS-FL REQUEST AT THIS TIME?

A. Other parties have suggested that MFS-FL is requesting in this proceeding to collocate remote switching modules. This is simply not true. A remote switching module is a piece of equipment that performs a different function than a digital loop carrier. While MFS-FL would like to be able to collocate remote switching modules, it is only requesting that it be permitted to collocate digital loop carriers at this time, and its testimony is clear on this point. Devine Direct at 21.

Q. HOW WILL LIMITING THE AVAILABILITY OF CERTAIN TYPES OF LOOPS AND PORTS LIMIT COMPETITION IN FLORIDA LOCAL EXCHANGE MARKETS?

A. In order for ALECs to offer advanced network services such as ISDN to customers who are not yet located along an ALEC's network, ALECs must be able to utilize both two- and four-wire connections in analog or digital format. ISDN, for example, in some cases cannot be offered using standard two-wire

analog loop connections. For a large percentage of the business market, key systems and private branch exchanges ("PBXs") are commonplace. ***This customer equipment almost always requires a four-wire connection.*** Accordingly, MFS-FL strongly urges the Commission to require United/Centel to offer, as GTE is offering, both two- and four-wire, as well as analog and digital loops and ports. By not defining the unbundled loops and ports necessary for the complete line of analog and digital connection service offerings, the Commission will undermine the Legislature's unbundling policies and limit the development of competition in Florida.

If the appropriate range of unbundled loops are not offered, ALECs effectively will be precluded from offering sophisticated telecommunications services, such as ISDN. United/Centel will be able to continue to offer such sophisticated services without competition. As a result, the public switched network will not be used efficiently and United/Centel's monopoly -- particularly with respect to business users -- will be preserved.

Q. HAVE OTHER STATES OFFERED THE LOOP AND PORT UNBUNDLING REQUESTED BY MFS-FL?

A. Yes. Other states that have unbundled the local loop have appropriately extended unbundling beyond two-wire analog loops and ports. For example, in Michigan, Ameritech offers five types of analog loops, including four-wire loops, and one digital loop. *See In the Matter on the Commission's Own Motion, to Establish Permanent Interconnection Arrangements Between*

Basic Local Exchange Service Providers, Direct Testimony of William DeFrance (Ameritech Michigan), Case No. U-10860, Tr. at 325 (filed July 24, 1995). In Illinois, similarly, Ameritech offers several four-wire analog loops as well as digital loops. *See* Ameritech Illinois Commerce Commission Tariff No. 5, Part 2, Section 26. In Connecticut, Southern New England Telephone has agreed to provide all of the elements requested herein by MFS-FL. *Application of the Southern New England Telephone Company*, Docket No. 95-06-17, attached Stipulation at 80. (Dec. 20, 1995). Mandating only two-wire analog loop connections will unnecessarily impair the Commission's stated intent of encouraging competition for the benefit of Florida consumers. Moreover, the services that will be impacted are the very services most likely to be sought by consumers for purposes of utilizing telecommunications for its most sophisticated uses.

Q. HAVE YOU DESCRIBED THE APPROPRIATE TECHNICAL ARRANGEMENTS IN YOUR DIRECT TESTIMONY?

A. Yes. While Mr. Poag recommends that the technical arrangements in United/Centel's special access tariff should apply, these arrangements, as discussed at greater length above, are not comparable to the unbundled loop technical arrangements described in my direct testimony. Devine Direct at 20-21. GTE was willing to agree to essentially all of the technical and operational arrangements requested by MFS-FL. The Commission should therefore likewise require United/Centel to enter into the technical and

operational arrangements described in the my direct testimony. Devine Direct at 20-22.

Q. WHY SHOULD OPERATIONAL ISSUES BE ADDRESSED IN THIS PROCEEDING?

A. MFS-FL disagrees with Mr. Poag's statement that it is premature to address operational issues. Clearly, GTE did not think this to be the case when it signed an agreement addressing numerous operational issues. The prompt resolution of these operational issues will be essential to establishing co-carrier status. I have described these issues, including requirements to ensure the quality of unbundled loops and conversion charges, in detail in my Direct Testimony. Devine Direct at 20-22. If these issues remain unresolved, ALECs will not have access to unbundled loops on nondiscriminatory terms and conditions. The experience of MFS-FL affiliates in other states suggests that these issues will ***not*** be easily resolved through negotiations, nor does MFS-FL believe, as Mr. Poag states (Poag Direct at 11), to be resolved by the Commission "on a case-by-case basis when disagreements occur." Poag Direct at 11. These are issues that the parties have already identified as potentially contentious issues. MFS-FL therefore recommends that these issues be addressed by the Commission in the manner described in my Direct Testimony.

Q. DOES THIS CONCLUDE YOUR REBUTTAL TESTIMONY?

A. Yes.

Pursuant to this agreement, Metropolitan Fiber Systems of Florida, Inc. ("MFS") and GTE Florida Incorporated ("GTE") (collectively, "the Parties") will extend certain arrangements to one another within each LATA in which they both operate within the state of Florida, as described and according to the terms, conditions and pricing specified hereunder. The Parties enter into this agreement without prejudice to any positions they have taken previously, or may take in the future in any legislative, regulatory, or other public forum.

I. RECITALS & PRINCIPLES

WHEREAS, universal connectivity between common carriers is the defining characteristic of the public switched telecommunications network in which all common carriers participate; and

WHEREAS, absent such connectivity the utility of communications services to individual consumers and to society as a whole would be severely and unnecessarily diminished; and

WHEREAS, in the service of maximum inter-operability, the Parties should be able to efficiently, flexibly, and robustly exchange traffic and signaling at well-defined and standardized points of mutually agreed interconnection; and

WHEREAS, GTE Florida Incorporated is a local exchange telecommunications company (LEC) as defined by Section 364.02(6) of the Florida Statutes. Metropolitan Fiber Systems of Florida, Inc. (MFS) is an alternative local exchange telecommunications company (ALEC) as defined by Section 364.02(1); and

WHEREAS, Section 364.16, Florida Statutes, requires, among other things, GTE Florida to provide access to, and interconnection with, its telecommunications facilities to any other provider of local telecommunications services requesting such access and interconnection at non-discriminatory prices, rates, terms, and conditions established by the procedures set forth in Section 364.162, Florida Statutes; and

WHEREAS, Section 364.161, Florida Statutes, requires each LEC, upon request, to unbundle each of its network features, functions and capabilities, including access to signaling databases, systems and routing process, and offer them to any other telecommunications provider requesting such features, functions or capabilities for resale to the extent technically and economically feasible and at prices that are not below cost; and

WHEREAS, Sections 364.16 and 364.161 also requires LECs and ALECs to attempt to negotiate satisfactory rates, terms and conditions for interconnection and unbundling. If such negotiations fail, either party has the right to file a petition with

the Florida Public Service Commission to establish such rates, terms and conditions; and

WHEREAS, on January 24, 1996, MFS filed petitions before the Commission in Docket Nos. 950984 and 950985 asking the Commission to establish rates, terms and conditions for interconnection and the provision of GTE Florida unbundled services and features to MFS; and

WHEREAS, GTE Florida and MFS, in an effort to avoid the uncertainties and expense of litigation before the Commission and appeals before the courts, desire to enter the following agreement which will serve as a partial settlement of Docket Nos. 950984 and 950985 noted above; and

WHEREAS, GTE Florida and MFS acknowledge and understand that this Agreement is entered into to resolve issues and matters which are unique to the State of Florida and is a result of compromise and negotiation. The parties further acknowledge that none of the provisions set forth herein shall be proffered by either GTE Florida or MFS or any of their affiliates in this or any other jurisdiction as evidence of any concession or as a waiver of any position or for any other purpose.

NOW, THEREFORE, in consideration of the mutual provisions contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, MFS and GTE hereby covenant and agree as follows:

II. DEFINITIONS

A. "Automatic Number Identification" or "ANI" refers to the number transmitted through the network identifying the calling party.

B. "Central Office Switch", "Central Office" or "CO" means a switching entity within the public switched telecommunications network, including but not limited to:

"End Office Switches" which are Class 5 switches from which end user Exchange Services are directly connected and offered.

"Tandem Office Switches" which are Class 4 switches which are used to connect and switch trunk circuits between and among Central Office Switches.

Central Office Switches may be employed as combination End Office/Tandem Office switches (combination Class 5/Class 4).

C. "CLASS Features" (also called "Vertical Features") include: Automatic Call Back; Automatic Recall; Call Forwarding Busy Line/Don't Answer; Call Forwarding Don't Answer; Call Forwarding Variable; Call Forwarding - Busy Line; Call Trace; Call Waiting; Call Number Delivery Blocking Per Call; Calling Number Blocking Per Line; Cancel Call Waiting; Distinctive Ringing/Call Waiting; Incoming Call Line Identification Delivery; Selective Call Forward; Selective Call Rejection; Speed Calling; and Three Way Calling/Call Transfer.

D. "Co-Location" or "Co-Location Arrangement" is an interconnection architecture method in which one carrier extends network transmission facilities to a wire center/aggregation point in the network of a second carrier, whereby the first carrier's facilities are terminated into equipment installed and maintained in that wire center by or on the behalf of the first carrier for the primary purpose of interconnecting the first carrier's facilities to the facilities of the second carrier.

E. "Commission" means the Florida Public Service Commission (PSC).

F. "Common Channel Signaling" or "CCS" means a method of digitally transmitting call set-up and network control data over a special network fully separate from the public switched network that carries the actual call.

G. "DID" means direct inward dialing.

H. "DS-1" is a digital signal rate of 1.544 Mbps (Mega Bit Per Second).

I. "DS-3" is a digital signal rate of 44.736 Mbps.

J. "DSX panel" is a cross-connect bay/panel used for the termination of equipment and facilities operating at digital rates.

K. "Electronic File Transfer" refers to any system/process which utilizes an electronic format and protocol to send/receive data files.

L. "Exchange Message Record" or "EMR" is the standard used for exchange of telecommunications message information among Local Exchange Carriers for billable, non-billable, sample, settlement and study data. EMR format is contained in BR-010-200-010 *CRIS Exchange Message Record*, a Bellcore document which defines industry standards for exchange message records.

M. "Exchange Service" refers to all basic access line services, or any other services offered to end users which provide end users with a telephonic connection to, and a unique telephone number address on, the public switched telecommunications network, and which enable such end users to place or receive calls to all other stations on the public switched telecommunications network.

N. "Interconnection" means the connection of separate pieces of equipment, transmission facilities, etc., within, between or among networks. The architecture of interconnection may include several methods including, but not limited to co-location arrangements and mid-fiber meet arrangements.

O. "Interexchange Carrier" or "IXC" means a provider of stand-alone interexchange telecommunications services.

P. "Interim Number Portability" or "INP" means the transparent delivery of Local Telephone Number Portability ("LTNP") capabilities, from a customer standpoint in terms of call completion, and from a carrier standpoint in terms of compensation, through the use of existing and available call routing, forwarding, and addressing capabilities.

Q. "ISDN" means Integrated Services Digital Network; a switched network service providing end-to-end digital connectivity for the simultaneous transmission of voice and data. Basic Rate Interface-ISDN (BRI-ISDN) provides for digital transmission of two 64 Kbps bearer channels and one 16 Kbps data channel (2B+D). Primary Rate Interface-ISDN (PRI-ISDN) provides for digital transmission of twenty-three (23) 64 Kbps bearer channels and one 16 Kbps data channel (23 B+D).

R. "Line Side" refers to an end office switch connection that has been programmed to treat the circuit as a local line connected to a ordinary telephone station set. Line side connections offer only those transmission and signaling features appropriate for a connection between an end office and an ordinary telephone station set.

S. "Link Element" or "Link" is a component of an Exchange Service; for purposes of general illustration, the "Link Element" is the transmission facility (or channel or group of channels on such facility) which extends from a Main Distribution Frame, DSX-panel, or functionally comparable piece of equipment in an GTE end office wire center, to a demarcation or connector block in/at a customer's premises. Traditionally, links were provisioned as 2-wire or 4-wire copper pairs running from the end office distribution frame to the customer premise; however, a link 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 customer premise via a copper or coax drop facility, etc. Links fall into the following categories:

"2-wire analog voice grade links" will support analog transmission of 300-3000 Hz, repeat loop start or ground start seizure and disconnect in one direction (toward the end office switch), and repeat ringing in the other direction (toward the end user). This link is commonly used for local dial tone service.

"2-wire ISDN digital grade links" will support digital transmission of two 64 Kbps bearer channels and one 16 Kbps data channel. This is a 2B+D basic rate interface Integrated Services Digital Network (BRI-ISDN) type of loop which will meet national ISDN standards.

"4-wire DS-1 digital grade links" will support full duplex transmission of isochronous serial data at 1.544 Mbps. This T-1/DS-1 type of loop provides the equivalent of 24 voice grade/DS0 channels.

T. "Local Exchange Carrier" or "LEC" means any company certified by the Commission to provide local exchange telecommunications service. This includes the Parties to this agreement.

U. "Local Telephone Number Portability" or "LTNP" means the technical ability to enable an end user customer to utilize its telephone number in conjunction with any exchange service provided by any Local Exchange Carrier operating within the geographic number plan area with which the customer's telephone number(s) is associated, regardless of whether the customer's Chosen Local Exchange Carrier is the carrier which originally assigned the number to the customer, without penalty to either the customer or its chosen local exchange carrier.

V. "Main Distribution Frame" or "MDF" is the primary point at which outside plant facilities terminate within a wire center, for interconnection to other telecommunications facilities within the wire center.

W. "Meet-Point Billing" or "MPB" refers to an arrangement whereby two LECs jointly provide the transport element of a switched access service to one of the LEC's end office switches, with each LEC receiving an appropriate share of the transport element revenues as defined by their effective access tariffs.

X. "MECAB" refers to the *Multiple Exchange Carrier Access Billing (MECAB)* document prepared by the Billing Committee of the Ordering and Billing Forum (OBF), which functions under the auspices of the Carrier Liaison Committee (CLC) of the Alliance for Telecommunications Industry Solutions (ATIS). The MECAB document, published by Bellcore as Special Report SR-BDS-000983, contains the recommended guidelines for the billing of an access service provided by two or more LECs, or by one LEC in two or more states within a single LATA.

Y. "MECOD" refers to the *Multiple Exchange Carriers Ordering and Design (MECOD) Guidelines for Access Services - Industry Support Interface*, a document developed by the Ordering/Provisioning Committee under the auspices of the Ordering and Billing Forum (OBF), which functions under the auspices of the Carrier Liaison Committee (CLC) of the Alliance for Telecommunications Industry Solutions (ATIS). The MECOD document, published by Bellcore as Special Report SR STS-002643, establish methods for processing orders for access service which is to be provided by two or more LECs.

Z. "Mid-Fiber Meet" is an interconnection architecture method whereby two carriers meet at a fiber splice in a junction box.

AA. "NANP" means the "North American Numbering Plan", the system of telephone numbering employed in the United States, Canada, and the Caribbean countries which employ NPA 809.

BB. "Numbering Plan Area" or "NPA" is also sometimes referred to as an area code. This is the three digit indicator which is defined by the "A", "B", and "C" digits of each 10-digit telephone number within the North American Numbering Plan ("NANP"). Each NPA contains 800 possible NXX Codes. There are two general categories of NPA, "Geographic NPAs" and "Non-Geographic NPAs". A "Geographic NPA" is associated with a defined geographic area, and all telephone numbers bearing such NPA are associated with services provided within that geographic area. A "Non-Geographic NPA", also known as a "Service Access Code" or "SAC Code" is typically associated with a specialized telecommunications service which may be provided across multiple geographic NPA areas; 800, 900, 700, and 888 are examples of Non-Geographic NPAs.

CC. "NXX", "NXX Code", "Central Office Code" or "CO Code" is the three digit switch entity indicator which is defined by the "D", "E", and "F" digits of a 10-digit telephone number within the North American Numbering Plan ("NANP"). Each NXX Code contains 10,000 station

numbers. Historically, entire NXX code blocks have been assigned to specific individual local exchange end office switches.

DD. "On-Line Transfer" means the transferring of an incoming call to another telephone number without the call being disconnected.

EE. "Permanent Number Portability" or "PNP" means the use of a database solution to provide fully transparent LTNP for all customers and all providers without limitation.

FF. "Plain Old Telephone Service Traffic"or "POTS traffic." The parties agree that this includes local traffic as defined in GTE's tariff and disagree as to whether this includes non-local intraLATA toll traffic exchanged between the parties respective exchange customers.

GG. "Port Element" or "Port" is a component of an Exchange Service; for purposes of general illustration, the "Port" is a line card and associated peripheral equipment on an GTE end office switch which serves as the hardware termination for the customer's exchange service on that switch and generates dial tone and provides the customer a pathway into the public switched telecommunications network. Each Port is typically associated with one (or more) telephone number(s) which serves as the customer's network address. Port categories include:

"2-wire analog line port" is a line side switch connection employed to provide basic residential and business type Exchange Services.

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

"2-wire analog DID trunk port" is a direct inward dialing (DID) trunk side switch connection employed to provide incoming trunk type Exchange Services.

"4-wire DS-1 digital DID trunk port" is a direct inward dialing (DID) trunk side switch connection employed to provide the equivalent of 24 analog incoming trunk type Exchange Services.

"4-wire ISDN digital DS-1 trunk port" is a Primary Rate Interface (PRI) trunk side switch connection employed to provide the ISDN Exchange Services.

HH. "Rate Center" means the specific geographic point and corresponding geographic area which have been identified by a given LEC as being associated with a particular NPA-NXX code which has been assigned to the LEC for its provision of Exchange Services. The "rate center point" is the finite geographic point identified by a specific V&H coordinate, which is used to measure distance-sensitive end user traffic to/from Exchange Services bearing the particular NPA-NXX designation associated with the specific Rate Center. The "rate center area" is the exclusive geographic area which the LEC has identified as the area within which it will provide Exchange Services bearing the particular NPA-NXX designation associated with the specific Rate Center. The Rate Center point must be located within the Rate Center area.

II. "Rating Point", sometimes also referred to as "Routing Point" means a location which a LEC has designated on its own network as the homing (routing) point for traffic inbound to Exchange Services provided by the LEC which bear a certain NPA-NXX designation. Pursuant to Bellcore Practice BR 795-100-100, the Rating Point may be an "End Office" location, or a "LEC Consortium Point of Interconnection". Pursuant to that same Bellcore Practice, examples of the latter shall be designated by a common language location identifier (CLLI) code with (x)KD in positions 9, 10, 11, where (x) may be any alphanumeric A-Z or 0-9. The Rating Point/Routing Point need not be the same as the Rate Center Point, nor must it be located within the Rate Center Area.

JJ. "Reference of Calls" refers to a process in which calls are routed to an announcement which states the new telephone number of an end user.

KK. "Service Control Point" or "SCP" is the node in the signaling network to which informational requests for service handling, such as routing, are directed and processed. The SCP is a real time database system that, based on a query from the SSP, performs subscriber or application-specific service logic, and then sends instructions back to the SSP on how to continue call processing.

LL. "Signal Transfer Point" or "STP" performs a packet switching function that routes signaling messages among SSPs, SCPs and other STPs in order to set up calls and to query databases for advanced services.

MM. "Synchronous Optical Network" or "SONET" means synchronous electrical (STS) or optical (OC) channel connections between LECs.

NN. "Switched Access Service" means the offering of facilities for the purpose of the origination or termination of non-POTS traffic to or from

MFS/GTE
PARTIAL FLORIDA CO-CARRIER AGREEMENT

Exchange Services offered in a given area. Switched Access Services include: Feature Group A, Feature Group B, Feature Group D, 800 access, and 900 access.

OO. "Trunk Side" refers to a central office switch connection that is capable of, and has been programmed to treat the circuit as, connecting to another switching entity, for example a private branch exchange ("PBX") or another central office switch. Trunk side connections offer those transmission and signaling features appropriate for the connection of switching entities, and can not be used for the direct connection of ordinary telephone station sets.

PP. "Wire Center" means a building or space within a building which serves as an aggregation point on a given carrier's network, where transmission facilities and circuits are connected or switched.

III. NETWORK INTERCONNECTION ARCHITECTURE

The Parties shall interconnect their networks as necessary to effect the Co-Carrier Arrangements identified in Parts V., VI., VII., and IX., as defined below:

A. In each LATA identified below, the correspondingly identified wire center shall serve as the initial Designated Network Interconnection Point ("D-NIP") at which point MFS and GTE will interconnect their respective networks for inter-operability within that LATA.

LATA	D-NIP
Tampa	Tampa Main SWC (GTE) (MFS connects to GTE)
Tampa	Tampa Downtown Node (MFS) (GTE connects to MFS)

B. Initially, MFS agrees to connect to GTE at GTE's Tampa Main Serving Wire Center (610 Morgan) and GTE agrees to reciprocally connect to MFS at MFS' Tampa downtown Node facility (Barnett Bank Building). Where MFS and GTE interconnect at a D-NIP, the parties may mutually agree to other arrangements including, but not limited to any of the following interconnection methods:

1. a mid-fiber meet at the D-NIP, or in a manhole or other appropriate junction point near to or just outside the D-NIP;

2. a digital cross-connection hand-off, DSX panel to DSX panel, where both MFS and GTE maintain such facilities at the D-NIP;

3. a co-location facility maintained by MFS, or by a 3rd-party with whom MFS has contracted for such purposes, at an GTE wire center, where such wire center has been designated as the D-NIP; or

4. a co-location facility maintained by GTE, or by a 3rd-party with whom GTE has contracted for such purposes, at an MFS wire center, where such wire center has been designated as the D-NIP.

C. In extending network interconnection facilities to the D-NIP, MFS shall have the right to extend its own facilities or to lease dark fiber facilities (if available) or digital transport facilities from GTE or from any 3rd-party, subject to the following terms:

1. Such leased facilities shall extend from any point designated by MFS on its own network (including a co-location facility maintained by MFS at an GTE wire center) to the D-NIP or associated manhole or other appropriate junction point.

2. Where MFS leases such facilities from GTE, MFS shall have the right to lease under non-discriminatory tariff or contract terms from GTE.

D. Upon reasonable notice and if agreed to by GTE, MFS and GTE may change from one of the interconnection methods specified above, to one of the other methods specified above, with no penalty, conversion, or rollover charges.

IV. NUMBER RESOURCE ARRANGEMENTS

A. Nothing in this agreement shall be construed to in any manner limit or otherwise adversely impact any MFS' right to employ or to request and be assigned any NANP number resources including, but not limited to, central office (NXX) codes pursuant to the Central Office Code Assignment Guidelines[1].

B. As contemplated by the Central Office Code Assignment Guidelines, MFS will designate within the geographic NPA with which each of its assigned

[1] Last published by the Industry Numbering Committee ("INC") as INC 95-0407-008, Revision 4/7/95, formerly ICCF 93-0729-010.

NXX codes is associated, a Rate Center area within which it intends to offer Exchange Services bearing that NPA-NXX designation, and a Rate Center point to serve as the measurement point for distance-sensitive traffic to/from the Exchange Services bearing that NPA-NXX designation.

C. MFS will also designate a Rating Point for each assigned NXX code. MFS may designate one location within each Rate Center as the Rating Point for the NPA-NXXs associated with that Rate Center; alternatively, MFS may designate a single location within one Rate Center to serve as the Rating Point for all the NPA-NXXs associated with that Rate Center and with one or more other Rate Centers served by MFS within the same LATA.

D. Until such time MFS receives specific permission from the Commission to vary its rate centers from GTE's rate centers, MFS will agree to deploy a minimum of one NXX per established GTE rate center area.

E. To the extent GTE serves as Central Office Code Administrator for a given region, GTE will support all MFS requests related to central office (NXX) code administration and assignments in an effective and timely manner.

F. The Parties will comply with code administration requirements as prescribed by the Federal Communications Commission, the Commission, and accepted industry guidelines.

G. It shall be the responsibility of each Party to program and update its own switches and network systems to recognize and route traffic to other Party's assigned NXX codes at all times. Neither Party shall impose any fees or charges whatsoever on the other Party for such activities.

V. MEET-POINT BILLING ARRANGEMENTS

A. Description

1. MFS may establish meet-point billing arrangements with GTE in order to provide Switched Access Services to third parties via an GTE access tandem switch, in accordance with the Meet-Point Billing guidelines adopted by and contained in the Ordering and Billing Forum's MECAB and MECOD documents, except as modified herein.

2. Except in instances of capacity limitations, GTE shall permit and enable MFS to sub-tend the GTE access tandem switch(es) nearest

to the MFS Rating Point(s) 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 shall be allowed to sub-tend the next-nearest GTE access tandem switch in which sufficient capacity is available.

3. Interconnection for the meet-point arrangement shall occur at the GTE Tampa Main Serving Wire Center (SWC) D-NIP.

4. Common channel signalling ("CCS") shall be utilized in conjunction with meet-point billing arrangements to the extent such signaling is resident in the GTE access tandem switch.

5. MFS and GTE will use their best reasonable efforts, individually and collectively, to maintain provisions in their respective federal and state access tariffs, and/or provisions within the National Exchange Carrier Association ("NECA") Tariff No. 4, or any successor tariff, sufficient to reflect this meet-point billing arrangement, including meet-point billing percentages.

6. As detailed in the MECAB document, MFS and GTE will in a timely fashion exchange all information necessary to accurately, reliably and promptly bill third parties for Switched Access Services traffic jointly handled by MFS and GTE via the meet-point arrangement. Information shall be exchanged in Electronic Message Record ("EMR") format, on magnetic tape or via a mutually acceptable electronic file transfer protocol.

7. MFS and GTE shall work cooperatively to coordinate rendering of meet-point bills to customers, and shall reciprocally provide each other, at no charge, the Usage Data, etc.

B. Compensation

1. Initially, billing to 3rd-parties[2] for the Switched Access Services jointly provided by MFS and GTE via the meet-point billing arrangement shall be according to the multiple-bill/multiple-tariff method.

2. Subsequently for billing to 3rd-parties for the Switched Access Services jointly provided by MFS and GTE via the meet-point arrangement, MFS and GTE may mutually agree to implement one

[2] Including any future GTE separate interexchange subsidiaries.

of the following options: single-bill/single tariff method, single-bill/multiple-tariff method, multiple-bill/single-tariff method, or multiple-bill/multiple-tariff method. Should MFS prefer to change among these billing methods, MFS shall notify GTE of such a request in writing, 90-days in advance of the date on which such change shall be implemented.

3. Switched Access charges to 3rd-parties shall be calculated utilizing the rates specified in MFS's and GTE's respective federal and state access tariffs, in conjunction with the appropriate meet-point billing factors specified for each meet-point arrangement either in those tariffs or in the NECA No. 4 tariff.

4. MFS shall be entitled to the balance of the switched access charge revenues associated with the jointly handled switched access traffic, less the amount of transport element charge revenues[3] to which GTE is entitled pursuant to the above-referenced tariff provisions.

5. MPB will apply for all traffic bearing the 800, 888, or any other non-geographic NPA which may be likewise designated for such traffic in the future, where the responsible party is an IXC. In those situations where the responsible party for such traffic is a LEC, full switched access rates will apply.

VI. RECIPROCAL TRAFFIC EXCHANGE ARRANGEMENT

A. Description

The Parties shall reciprocally terminate POTS calls originating on each others' networks, as follows:

1. The Parties shall make available to each other the following traffic exchange trunk groups for the reciprocal exchange of POTS traffic at the respective D-NIPs:

   a. GTE shall make available to MFS, at the GTE Tampa Main SWC, trunks over which MFS shall terminate to end users of GTE-provided Exchange Services, POTS traffic originated from end users of MFS-provided Exchange Services.

[3] For purposes of clarification, this does not include the interconnection charge, which is to be remitted to the end office provider, which in this case would be MFS.

b. MFS shall make available to GTE, at the MFS Tampa downtown Node, trunks over which GTE shall terminate to end users of MFS-provided Exchange Services, POTS traffic originated from end users of GTE-provided Exchange Service.

c. MFS and GTE shall, where applicable, make reciprocally available, by mutual agreement, the required trunk groups to handle different traffic types. MFS and GTE agree to work cooperatively to agree on network trunking within 60 days upon execution of this agreement.

d. To the extent different rates are agreed upon or are ordered by the Commission for local and non-local traffic, the parties will provide each other appropriate percentages for the traffic carried over the trunk groups.

2. Reciprocal Traffic Exchange Arrangement trunk connections shall be made at a DS-1 or multiple DS-1 level, DS-3, (SONET where technically available) and shall be jointly-engineered to an objective P.01 grade of service.

3. MFS and GTE agree to use their best collective efforts to develop and agree on a Joint Interconnection Grooming Plan prescribing standards to ensure that the Reciprocal Traffic Exchange Arrangement trunk groups are maintained at consistent P.01 or better grades of service. Such plan shall also include mutually-agreed upon default standards for the configuration of all segregated trunk groups.

4. The Parties will provide Common Channel Signalling (CCS) to one another, where and as available, in conjunction with all traffic exchange trunk groups. The parties will cooperate on the exchange of Transactional Capabilities Application Part (TCAP) messages to facilitate full inter-operability of CCS-based features between their respective networks, including all CLASS features and functions. All CCS signalling parameters will be provided including automatic number identification (ANI), originating line information (OLI) calling party category, charge number, etc. All privacy indicators will be honored. Network signalling information such as Carrier Identification Parameter (CCS platform) and CIC/OZZ information (non-CCS environment) will be provided wherever such information is needed for call routing or billing. For traffic for which CCS is not available, in-band multi-frequency

(MF), wink start, E&M channel-associated signalling with ANI will be forwarded.

5. The Parties shall establish company-wide CCS interconnections STP-to-STP. Such STP links shall be reciprocally provided.

B. Compensation

MFS and GTE do not agree as to the compensation arrangements for the exchange of POTS (local/traditional toll) traffic. The parties agree that the rates for reciprocal compensation will be in accordance with any future Commission decision or mutual agreement of the parties.

VII. SHARED NETWORK PLATFORM ARRANGEMENTS

A. 9-1-1/E9-1-1

1. Description

a. MFS will interconnect trunk groups to the GTE 9-1-1/E-9-1-1 selective routers/911 tandems which serve the areas in which MFS provides exchange services, for the provision of 9-1-1/E9-1-1 services and for access to all sub-tending Public Safety Answering Points. GTE will provide MFS with the appropriate CLLI codes and specifications of the tandem serving area.

b. GTE and MFS will arrange for the automated input and daily updating of 9-1-1/E-9-1-1 database information related to MFS end users. GTE will work cooperatively with MFS to ensure the accuracy of the data transfer by verifying it against the Master Street Address Guide (MSAG). Additionally, GTE shall work with the county to provide MFS the ten-digit POTS number of each PSAP which sub-tends each GTE selective router/9-1-1 tandem to which MFS is interconnected.

c. GTE will use its best efforts to facilitate the prompt, robust, reliable and efficient interconnection of MFS systems to the 9-1-1/E-9-1-1 platforms.

2. Compensation

For the provision of 911/E911 services between MFS and GTE, the parties will work cooperatively to address, any/all compensation issues within 60 days upon execution of this agreement. To the extent the parties are unable to agree within 60 days, either party may petition the Commission to seek resolution. MFS will be required to connect trunks to the 911/E911 tandem(s).

B. Exchange of 800 Traffic

1. Description

The Meet-point Billing terms and conditions contained in section V of this agreement apply for the exchange of 800 traffic.

2. Compensation

Applicable Switched Access Meet-point billing rates shall apply for all 800 calls per the terms and conditions contained in section V of this agreement.

C. Information Services Billing and Collection

1. Description

a. MFS and GTE shall work cooperatively to reach agreement on all information services (e.g. 976, 974, N11, weather lines, sports lines, publisher lines, etc.) issues. The subsequent information services agreement shall enable MFS and GTE to reciprocally provide information services, originate and terminate information services calls between each other, bill and collect revenues from each others end users (including Information Providers), and reasonably compensate MFS and GTE.

D. Directory Listings and Directory Distribution

MFS and GTE agree that an additional agreement will be required to effectuate the terms of this section and will work cooperatively to execute the additional agreement within 60 days upon the execution of this agreement.

1. Description

The directory listings and distribution terms and rate specified in this section shall apply to listings of MFS customer numbers falling within NXX codes directly assigned to MFS, and to listings of MFS customer telephone numbers which are retained by MFS pursuant to Local Telephone Number Portability Arrangements described below. The terms of this section may require a subsequent additional agreement with GTE's Directory Publishing company.

a. GTE will include MFS's customers' telephone numbers in all its "White Pages" and "Yellow Pages" directory listings and directory assistance databases associated with the areas in which MFS provides services to such customers, and will distribute such initial directories and directory updates to such customers, in the identical and transparent manner in which it provides those functions for its own customers' telephone numbers.

b. MFS will provide GTE with its directory listings and daily updates to those listings in an industry-accepted format; GTE will provide MFS a magnetic tape or computer disk containing the proper format.

c. MFS and GTE will accord MFS' directory listing information the same level of confidentiality which GTE accords its own directory listing information, and GTE shall ensure that access to MFS's customer proprietary confidential directory information will be limited solely to those GTE employees who are directly involved in the preparation of listings.

2. Compensation

a. GTE and MFS will work cooperatively to address any payments for sales of any bulk directory lists to third parties, where such lists include MFS customer listings and any compensation due GTE for administrative functions associated with furnishing listings to third parties. GTE will not provide/sell MFS' listings to any third parties without MFS' prior written approval.

b. GTE shall provide directory distribution, directory database maintenance, and directory listings for MFS and its customers under the same terms that GTE provides these same services for its end users. In-area directory delivery, database maintenance, and basic "White" and "yellow" page

listings will be at no fee. Out-of-area directory delivery and enhanced listings, i.e. bolding, indention, second listings, etc., will be per GTE's currently tariffed or non-discriminately available contract rates.

E. Directory Assistance (DA)

1. Description

At MFS' request, GTE will:

a. provide to MFS unbranded directory assistance service MFS which is comparable in every way to the directory assistance service GTE makes available to its own end users;

b. provide to MFS directory assistance service under MFS's brand which is comparable in every way to the directory assistance service GTE makes available to its own end users;

2. When available, at MFS' request, GTE will:

a. provide to MFS operators or to an MFS-designated operator bureau on-line access to GTE's directory assistance database, where such access is identical to the type of access GTE's own directory assistance operators utilize in order to provide directory assistance services to GTE end users;

b. allow MFS or an MFS-designated operator bureau to license GTE's directory assistance database for use in providing competitive directory assistance services; and/or

c. in conjunction with VII.E.1.a. or VII.E.1.b., above, provide caller-optional directory assistance call completion service which is comparable in every way to the directory assistance call completion service GTE makes available to its own end users. When this functionality is available, GTE will route the calls back to MFS for MFS to complete the customer call.

3. Compensation

GTE will charge MFS its wholesale IXC/LEC rates for the following functionality:

a. $0.25 per unbranded directory assistance intrastate call.

b. $0.25 per branded directory assistance intrastate call.

c. $0.28 per unbranded directory assistance interstate call.

d. $0.28 per branded directory assistance interstate call.

When available:

e. $0.0_ per use of caller-optional directory assistance call completion. (Future)

f. $0.0__ per directory assistance database query. (Future)

g. $____ for licensing of each directory assistance database. (Future)

F. Yellow Page Maintenance

GTE will work cooperatively with MFS to ensure that Yellow Page advertisements purchased by customers who switch their service to MFS (including customers utilizing MFS-assigned telephone numbers and MFS customers utilizing co-carrier number forwarding) are maintained without interruption. GTE will allow MFS customers to purchase new yellow pages advertisements without discrimination, at non-discriminatory rates, terms and conditions. GTE and MFS will work cooperatively to investigate with GTE Directory Publishing whether GTE would implement a commission program whereby MFS may act as a sales, billing and collection agent for Yellow Pages advertisements purchased by MFS's exchange service customers.

G. Transfer of Service Announcements

When an end user customer changes from GTE to MFS, or from MFS to GTE, and does not retain its original telephone number, the party formerly providing service to the end user will provide a transfer of service announcement on the abandoned telephone number upon request. This announcement will provide details on the new number to be dialed to reach this customer. These arrangements will be provided reciprocally

based upon current practice with GTE's customers to either the other carrier or the end user customer.

H. Coordinated Repair Calls

MFS and GTE will employ the following procedures for handling misdirected repair calls:

1. MFS and GTE will educate their respective customers as to the correct telephone numbers to call in order to access their respective repair bureaus.

2. To the extent the correct provider can be determined, misdirected repair calls will be referred to the proper provider of local exchange service in a courteous manner, at no charge, and the end user will be provided the correct contact telephone number. Extraneous communications beyond the direct referral to the correct repair telephone number are strictly prohibited.

3. MFS and GTE will provide their respective repair contact numbers to one another on a reciprocal basis.

I. Busy Line Verification and Interrupt

1. Description

Each Party shall establish procedures whereby its operator bureau will coordinate with the operator bureau of the other Party operating in order to provide Busy Line Verification ("BLV") and Busy Line Verification and Interrupt ("BLVI") services on calls between their respective end users. BLV and BLVI inquiries between operator bureaus shall be routed over the appropriate trunk groups. MFS and GTE will reciprocally provide adequate connectivity to facilitate this capability.

2. Compensation

Each Party shall compensate the other Party for BLV and BLVI inquiries according to the following rates:

	per inquiry
BLV	$0.65

BLVI	$0.65

J. Information Pages

GTE will include in the "Information Pages" or comparable section of its White Pages Directories for areas served by MFS, listings provided by MFS for MFS's installation, repair and customer service and other information. This term may require an additional agreement with GTE Directory Publishing.

K. Operator Reference Database (ORDB)

If available, GTE will work cooperatively with MFS to assist MFS in obtaining from the appropriate 911 government agencies monthly updates to the Operator Reference Database (ORDB). If available, this will enable MFS to promptly respond to emergency agencies (i.e. fire, police, emergency medical technicians, etc), as a back-up to 911, during a catastrophic situation.

VIII. UNBUNDLED EXCHANGE SERVICE ARRANGEMENTS

A. Description

GTE shall unbundle all its Exchange Services into three separate packages: (1) link element; (2) port element; and (3) cross-connect element. The following link and port categories shall be provided:

Link Categories	Port Categories
2/4-wire analog voice grade	2/4-wire analog line
2 wire ISDN digital grade	2-wire ISDN digital line
4-wire DS-1 digital grade	2-wire analog DID trunk
	4-wire DS-1 digital DID trunk
	4-wire ISDN DS-1 digital trunk

GTE shall unbundle and separately price and offer these elements such that MFS will be able to lease and interconnect to whichever of these unbundled elements MFS requires, and to combine the GTE-provided elements with any facilities and services that MFS may itself provide, in order to efficiently offer telephone services to end users, pursuant to the following terms:

1. Interconnection shall be achieved via co-location arrangements MFS shall maintain at the wire center at which the unbundled elements are resident.

2. Each link or port element shall be delivered to the MFS co-location arrangement over a loop/port connector applicable to the unbundled service delivered, through other tariffed or contracted options, or through other technically feasible and economically comparable hand-off arrangements in accordance with agreements between MFS and GTE.

3. To the degree possible all transport-based features, functions, service attributes, grades-of-service, install, maintenance and repair intervals which apply to the bundled service should apply to unbundled links.

   a. GTE will not monitor the unbundled loop for maintenance purposes. MFS will be required to provision a loop testing device either in its central office, Network Control Center, or in their collocation arrangement to test the unbundled loop. GTE will perform repair and maintenance once trouble is identified by MFS.

4. To the degree possible all switch-based features, functions, service attributes, grades-of-service, and install, maintenance and repair intervals which apply to the bundled service should apply to unbundled ports.

5. GTE and MFS will work cooperatively to attempt to accommodate MFS' requirement for billing of all unbundled facilities purchased by MFS (either directly or by previous assignment by a customer) on a single consolidated statement per wire center. GTE will work toward billing at a wire center level, however, in the initial phases of unbundling, GTE's billing will be at a state level, or at an aggregate account level based on GTE's billing cycles.

6. Where GTE utilizes digital loop carrier ("DLC")[4] technology to provision the link element of an bundled Exchange Service to an end user customer who subsequently determines to assign the link element to MFS and receive Exchange Service from MFS via such link, GTE shall use its best efforts to deliver such link to MFS on an unintegrated basis, pursuant to MFS' chosen hand-off architecture, without a degradation of end user service or feature availability. GTE and MFS recognize that there may be technical

[4] *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.*

limitations that may need to be addressed to enable this requirement, therefore MFS and GTE agree to begin working cooperatively to address any technical issues within 60 days upon execution of this agreement.

7. GTE will permit MFS to co-locate digital loop carriers and associated equipment in conjunction with co-location arrangements MFS maintains at an GTE wire center, for the purpose of interconnecting to unbundled link elements.

8. To provide future order and trouble reporting GTE shall work cooperatively with MFS to attempt accommodating MFS' requirement for an appropriate industry-standard on-line electronic file transfer arrangement by which MFS may place, verify and receive confirmation on orders for unbundled elements, and issue and track trouble-ticket and repair requests associated with unbundled elements.

B. Compensation

MFS and GTE do not agree as to compensation rates for Unbundled Exchange Access Arrangements.

IX. LOCAL TELEPHONE NUMBER PORTABILITY ARRANGEMENTS

A. Description

GTE and MFS will provide Interim Number Portability (INP) on a reciprocal basis between their networks to enable each of their end user customers to utilize telephone numbers associated with an Exchange Service provided by one carrier, in conjunction an Exchange Service provided by the other carrier, upon the coordinated or simultaneous termination of the first Exchange Service and activation of the second Exchange Service.

1. MFS and GTE will provide reciprocal INP immediately upon execution of this agreement via call forwarding. GTE and MFS will migrate from INP to a database-driven Permanent Number Portability arrangement as soon as practically possible, without interruption of service to their respective customers.

2. INP shall operate as follows:

   a. A customer of Carrier A elects to become a customer of Carrier B. The customer elects to utilize the original

telephone number(s) corresponding to the Exchange Service(s) it previously received from Carrier A, in conjunction with the Exchange Service(s) it will now receive from Carrier B. Upon receipt of a signed letter of agency from the customer assigning the number to Carrier B, Carrier A will implement one of the following arrangements:

(1) For the initial implementation of the portability of telephone numbers, Carrier A will implement an arrangement whereby all calls to the original telephone number(s) will be forwarded to a new telephone number(s) designated by Carrier B. Carrier A will route the forwarded traffic to Carrier B via the mutual traffic exchange arrangements, as if the call had originated from the original telephone number and terminated to the new telephone number.

b. Carrier B will become the customer of record for the original Carrier A telephone numbers subject to the INP arrangements. Carrier A will provide Carrier B a single consolidated master billing statement for INP. GTE will explore the possibility of enabling collect, calling card, and 3rd-number billed calls associated with those numbers to enable MFS to rebill its newly acquired customers for those functions. Also, GTE will explore the possibility of sub-account detail for collect, calling card, and 3rd-number billed calls, and the capability of having billing statements delivered in real time via an agreed-upon Electronic data transfer, or via daily or monthly magnetic tape.

c. Carrier A will update its Line Information Database ("LIDB") listings for retained numbers and cancel calling cards associated with those forwarded numbers.

d. Within two (2) business days of receiving notification from the customer, Carrier B shall notify Carrier A of the customer's termination of service with Carrier B, and shall further notify Carrier A as to the Customer's instructions regarding its telephone number(s). Carrier A will cancel the INP arrangements for the customer's telephone number(s). If the Customer has chosen to retain its telephone number(s) for use in conjunction with Exchange Services provided by Carrier A, Carrier A will simultaneously transition the number(s) to the customer's preferred carrier.

3. Under INP, MFS and GTE will implement a process to coordinate INP cut-overs with Unbundled Loop conversions within a reasonable time that is acceptable to customers. MFS and GTE pledge to use their best efforts to ensure that INP arrangements will not be utilized in instances where a customer changes locations and would otherwise be unable to retain its number without subscribing to foreign exchange service.

4. Per the Florida Public Service Commission's order in Docket No. 950737-TP, MFS and GTE may continue to develop Direct Inward Dialing-type number portability arrangements.

B. Compensation

1. MFS and GTE shall provide INP arrangements to one another either at the rates ordered by the Florida Public Service Commission in Docket No. 950737-TP or at MFS' option, other mutually agreed upon rates, except for authorized collect, calling card and 3rd-number billed calls billed to the retained numbers.

2. For all traffic terminated between MFS and GTE to the party whose customer ultimately receives the call, reciprocal compensation charges and Switched Access charges (pursuant to each carrier's respective tariffs), shall apply for POTS traffic and non-POTS traffic. For compensation purposes, a mutually agreed surrogate will have to be developed as neither MFS nor GTE can classify this traffic.

X. RESPONSIBILITIES OF THE PARTIES

A. GTE and MFS agree to treat each other fairly, non-discriminatorily, and equally for all items included in this agreement, or related to the support of items included in this agreement.

B. MFS and GTE will work cooperatively to minimize fraud associated with 3rd-number billed calls, calling card calls, or any other services related to this agreement.

C. MFS and GTE agree to promptly exchange all necessary records for the proper billing of all traffic.

D. For network expansion, MFS and GTE will review engineering requirements on a quarterly basis and establish forecasts for trunk utilization. New trunk groups will be implemented as dictated by

engineering requirements for both GTE and MFS. GTE and MFS are required to provide each other the proper call information (e.g., originated call party number and destination call party number, CIC, OZZ, etc.) to enable each company to bill in a complete and timely fashion.

E. There will be no re-arrangement, reconfiguration, disconnect, or other non-recurring fees for any mutually beneficial network interconnections associated with the initial reconfiguration for traffic exchange, 911/E911, Interim Number Portability, Meet-point Billing, Directory Assistance, Information Services, Common Channel Signalling, and BLV/BLVI connectivity.

F. With respect to any outstanding issues set forth in this agreement requiring an additional agreement within 60 (sixty) days, each party will use its best efforts to address all such outstanding items within that time period. Failure to reach agreement on these additional issues will not affect the enforceability of this agreement.

XI. TERM

MFS and GTE agree to provide service to each other on the terms defined in this agreement until superseded by amended or additional mutually agreeable arrangements approved by the Commission, whichever occurs first. By mutual agreement, MFS and GTE may amend this agreement to extend the term of this agreement. Also by mutual agreement, GTE and MFS may jointly petition the appropriate regulatory bodies for permission to have this agreement supersede any future standardized agreements or rules such regulators might adopt or approve.

XII. INSTALLATION

GTE and MFS shall effectuate all the terms of this agreement within 90 days upon execution of this agreement.

XIII. NETWORK MAINTENANCE AND MANAGEMENT

MFS and GTE will work cooperatively to install and maintain a reliable network. MFS and GTE will exchange appropriate information (e.g., maintenance contact numbers, network information, information required to comply with law enforcement and other security agencies of the Government, etc.) to achieve this desired reliability.

MFS and GTE will work cooperatively to apply sound network management principles by invoking network management controls to alleviate or to prevent congestion.

XIV. OPTION TO ELECT OTHER TERMS

If, at any time while this agreement is in effect, either of the parties to this agreement provides arrangements similar to those described herein to a third party operating within the same LATAs (including associated Extended Area Service Zones in adjacent LATAs) as for which this agreement applies, on terms different from those available under this agreement (provided that the third party is authorized to provide local exchange services), then the other party to this agreement may opt to adopt the rates, terms, and conditions offered to the third party for its own reciprocal arrangements with the first party. This option may be exercised by delivering written notice to the first party.

XV. CANCELLATION, CONVERSION, NON-RECURRING OR ROLL-OVER CHARGES

Unless mutually agreed otherwise, neither MFS nor GTE shall impose cancellation charges upon each other for any beneficial network interconnection functions.

XVI. FORCE MAJEURE

Neither party shall be responsible for delays or failures in performance resulting form acts or occurrences beyond the reasonable control of such Party, regardless of whether such delays or failures in performance were foreseen or foreseeable as of the date of this Agreement, including, without limitation: fire, explosion, power failure, acts of God, war, revolution, civil commotion, or acts of public enemies; any law, order, regulation, ordinance or requirement of any government or legal body; or labor unrest, including, without limitation, strikes, slowdowns, picketing or boycotts; or delays caused by the other Party or by other service or equipment vendors; or any other circumstances beyond the Party's reasonable control. In such event, the Party affected shall, upon giving prompt notice to the other Party, be excused form such performance on a day-to-day basis to the extent of such interference (and the other Party shall likewise be excused from performance of its obligations on a day-for-day basis to the extent such Party's obligations related to the performance so interfered with). The affected party shall use its best efforts to avoid or remove the cause of non-performance and both parties shall proceed to perform with dispatch once the causes are removed or cease.

MFS/GTE
PARTIAL FLORIDA CO-CARRIER AGREEMENT

XVII. OTHER PROVISIONS

GTE and MFS acknowledge that additional terms and conditions (including, but not limited to provisions relating to limitation of liability, indemnity, severability, notices, assignment, dispute resolution, cancellation, default, and non-disclosure) will need to be agreed prior to interconnection. The parties agree to negotiate these terms and conditions within five (5) calendar days after execution of this agreement.

* * * * * * * * * * * * * * * * *

If this agreement is acceptable to MFS and GTE, both parties shall sign in the space provided below. This agreement shall not bind MFS and GTE until executed by both parties.

Sign 2-19-96 Date

Timothy T. Devine
Print Name

Sr. Director, External Regulatory Affairs
Title

Metropolitan Fiber Systems of Florida, Inc.

Sign 2.19.96 Date

Print Name

Title

GTE Florida Incorporated

CERTIFICATE OF SERVICE

I, Sheila M. Beattie, do hereby certify that on this 21st day of February, 1996, copies of the foregoing documents, Rebuttal Testimony of Timothy T. Devine and Prehearing Statement of Metropolitan Fiber Systems of Florida, Inc., Docket No. 950984-TP, were served, via federal express* or first-class mail, on the following parties:

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
P.O. Box 10095 (zip 32301)
Tallahassee, Florida 32302

Richard Melson, Esq.
Hopping Law Firm
123 South Calhoun Street
P.O. Box 6526 (zip 32314)
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
P.O. Box 551
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
P.O. Drawer 1657 (zip 32302)
Tallahassee, Florida 32308

Floyd Self, Esq.
Messer Law Firm
215 South Monroe Street, Ste. 701
P.O. Box 1876 (zip 32302)
Tallahassee, Florida 32301

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

Company

Limited Partnership
3065 Cumberland Circle

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
P.O. Box 1833
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
P.O. Drawer 1657
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
P.O. Box 165000 (M.C. #5326)
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
Post Office Drawer 1170
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

Sheila M. Beattie

Sheila M. Beattie