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August 1, 1996

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

Re: Docket No. 960837-TP  
MFS Communications Company, Inc. Petition for Arbitration Pursuant to  
47 USC Section 252(b) of Interconnection Rates, Terms and Conditions  
with GTE Florida Incorporated

Dear Ms. Bayo:

Please find enclosed for filing an original and fifteen copies of GTE Florida Incorporated's Motion to Dismiss the Petition of MFS Communications, Inc. or Suspend Arbitration in the above matter. Also enclosed is a diskette with a copy of the Motion in WordPerfect 5.1 format. Service has been made as indicated on the Certificate of Service. If there are any questions with regard to this matter, please contact me at 813-228-3087.

Very truly yours,

*Anthony P. Gillman/dm*

Anthony P. Gillman  
APG:tas  
Enclosures

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DOCUMENT NUMBER-DATE

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BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

In re: Petition of MFS Communications )  
Company, Inc. For Arbitration of an ) Docket No. 960837-TP  
Interconnection Agreement Under Sections ) Filed: August 1, 1996  
251 and 252 of the Telecommunications Act )  
of 1996 )  
\_\_\_\_\_ )

**GTE FLORIDA INCORPORATED'S  
MOTION TO DISMISS THE PETITION OF  
MFS COMMUNICATIONS, INC. OR SUSPEND ARBITRATION**

GTE Florida Incorporated ("GTE") respectfully requests that the Florida Public Service Commission (the "Commission") dismiss the Petition for Arbitration filed by MFS Communications Company, Inc. ("MFS") on July 17, 1996 ("MFS Petition") because the purportedly "open" issues MFS is seeking to arbitrate have already been (i) examined and settled by the Commission, (ii) settled by agreement of MFS and GTE, or (iii) have never been discussed with GTE.

Alternatively, GTE respectfully requests that the Commission suspend this arbitration proceeding until the parties and the Commission have had the opportunity to review and respond to effective rules of the Federal Communication Commission ("FCC") concerning local competition, which will not be first released until August 8, 1996.

**I. Background**

A. The Act

The Act requires every incumbent local exchange carrier ("ILEC") to negotiate in good faith interconnection, unbundling, resale of local exchange services and collocation

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agreements ("interconnection agreements") with any requesting telecommunications carrier. See 47 U.S.C. § 251(c). Negotiating parties may file for arbitration of open issues by the State commission within a 25-day window between the 135th day and the 160th day after the date on which the ILEC received the request for negotiation. The State commission is then required to resolve all open issues no later than nine months after the date on which the ILEC received the request for interconnection. 47 U.S.C. § 252(b)(4)(C).

In resolving the open issues, the State commission must apply the requirements of 47 U.S.C. § 251, "including the regulations prescribed by the [FCC] pursuant to section 251." 47 U.S.C. § 252(c)(1). The Act requires the FCC to establish certain regulations within six months after the date of enactment of the Act pertaining to number portability, which unbundled network elements should be made available at technically feasible points after giving due consideration to proprietary interests and other factors and access to telephone numbers until guidelines are established. 47 U.S.C. § 251(d). In addition, GTE believes that the FCC can issue a range of proper outcomes under the Act to give the states guidance. Under the Act, which became law on February 8, 1996, the FCC must establish its regulations by August 8, 1996. While the FCC has released a notice of proposed rulemaking, see *In re Implementation of the Local Competition Provisions in the Telecommunications Act of 1996, Notice of Proposed Rulemaking*, FCC 96-182, CC Docket No. 96-182 (April 19, 1996), it has not yet released an order and is not expected to until August 8.

B. Florida Proceedings and Negotiations

Negotiations in Florida between MFS and GTE predate enactment of the Act, as they began in July, 1995. See Affidavit of Beverly Y. Menard (attached hereto as Attachment A) at 2. These negotiations aimed at a general agreement covering such issues as interconnection, unbundled access and number portability. On January 23, 1996, MFS requested that the Commission resolve all outstanding issues between MFS and GTE regarding interconnection, and on January 24 requested such resolution with regard to unbundled access.<sup>1</sup> On February 19, 1996, the parties entered into an Interim Agreement to settle all interconnection and unbundled access terms except for pricing, and also settle all number portability issues including pricing. See Interim Agreement (attached hereto as Attachment B). The Interim Agreement provides that MFS and GTE agreed "to provide service to each other on the terms defined in this agreement until superseded by amended or mutually agreeable arrangement approved by the Commission, whichever occurs first." Attachment B § XI. Thus, the only issues remaining before the Commission were the prices for unbundled access and interconnection.

On May 20, 1996, the Commission issued an order in the interconnection docket requiring GTE to submit a tariff of prices for interconnection to the Commission 60 days after a final order in the proceeding. See *In re Resolution of Petition(s) to Establish Nondiscriminatory Rates, Terms, and Conditions for Interconnection Involving Local Exchange Companies and Alternative Local Exchange Companies Pursuant to Section*

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<sup>1</sup> At roughly the same time, MFS filed a similar petition with regard to United Telephone Company of Florida and Central Telephone Company of Florida. The proceedings were subsequently joined in the same dockets.



364.161, F.S., Order No. PSC-96-0668-FOF-TP, Docket No. 950985-TP (May 20, 1996) (the "Interconnection Order")<sup>2</sup>. As GTE filed for reconsideration, the period to file its tariffs has not yet begun to run.

On June 24, 1996, the Commission issued an order in the unbundling docket requiring GTE to submit a tariff of prices for unbundling 30 days after the date of the order, and not the final order in the proceeding. See *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, F.S.*, Order No. PSC-96-0811-FOF-TP, Docket No. 950984-TP (June 24, 1996) (the "Unbundling Order" and, collectively with the Interconnection Order, the "Commission Orders"). Thus, although MFS filed for reconsideration on July 8, GTE would, absent a stay of the order, normally be required to submit its tariff on July 24, 1996.

While MFS and GTE were presenting their positions to the Commission, MFS notified GTE that it would be conducting its interconnection negotiations under the Act. See February 7 Letter (attached hereto as Attachment C) at 1. This request differed somewhat from the negotiations that had been conducted with GTE to that point, as it mentioned, among other things, resale of local exchange services. See *id.* at 4. However, Ms. Beverly Menard, Director of Regulatory Affairs for GTE, was told by MFS that the request for negotiations would not change the substance of the ongoing negotiations.

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<sup>2</sup> In response to the Motions for Reconsideration, the Commission Staff has revised its order by requiring the incumbent LECs to file tariffs within 30 (instead of 60) days after the motions for reconsideration are addressed. See Staff Recommendation (July 18, 1996).

Attachment A at 3-4. Moreover, MFS did not subsequently raise resale of local exchange services in its negotiations with GTE. *Id.* at 4-5.

In late May and also in June, MFS indicated that it would, at some future date, be interested in renegotiating the Interim Agreement on somewhat broader lines, and referred GTE to an agreement it had concluded with another ILEC. *Id.* at 4. MFS never indicated, however, that it was interested in doing so prior to a settlement of issues between MFS and GTE in Florida, and continued to negotiate on the basis of the Interim Agreement and the Commission Orders. *Id.* at 4-5.

On July 9, 1996, GTE received a proposed interconnection agreement for Florida with an accompanying cover letter from MFS. See Florida Interconnection Agreement ("FIA") and Cover Letter (attached hereto as Attachment D). In its cover letter, MFS mentioned the Commission Orders, and then stated that "it is probable we will not be executing a complete interconnection agreement soon, therefore, I am sending you this letter in advance of our expected arbitration." Attachment D at 1. The agreement reiterated many of the issues subject to the earlier Interim Agreement and the Commission's Orders, and proposed loop prices below those ordered by the Commission. See Attachment D § 9.6, Exhibit 12; Unbundling Order at 25-27. In addition, it mentioned several issues never discussed by the parties (see Attachment A at 5):

- Resale of local exchange services, although this issue was apparently made subject to further agreement by the parties, see Attachment D § 10.2;
- Unbundling of GTE's ADSL and HDSL loops, see *id.* § 9.1; and
- Stipulated damages, see *id.* § 23.0.

Ms. Menard responded to the FIA by reply letter on July 16, indicating that certain of the issues proposed by the FIA had never been raised before and that others were inconsistent with the terms of the Commission Orders. See July 16 Letter (attached hereto as Attachment E) at 1-2.

The MFS Petition, filed July 17, 1996, alleges that the following are "open" issues:

- (1) Compensation rates for termination of local calls;
- (2) Prices for unbundled loops;
- (3) Unbundling of ADSL and HDSL loops;
- (4) Rates for interim number portability;
- (5) Stipulated damages; and
- (6) A "Fresh Look" provision.

See MFS Petition at 6-9.

## II. Discussion

The MFS Petition for arbitration should be dismissed because none of the issues alleged to be "open" are, in fact, open. To the extent the MFS Petition raises issues that are subject to the Commission Orders or set forth in the Interim Agreement, MFS is trying to relitigate issues it has already presented to the Commission. There are no issues to arbitrate unless the Commission agrees that its prior orders, as described supra, are improper under the Act. To the extent the MFS Petition raises issues GTE and MFS never discussed, MFS has failed in its duty under the Act to negotiate in good faith. As such, there are no "open" issues before the Commission.

Alternatively, this arbitration proceeding should be suspended until after the parties and the Commission have had an opportunity to review effective FCC interconnection regulations.

A. Relitigation of Issues, Failure to Raise Issues

MFS' contention that certain terms remain open is manifestly wrong and amounts to little more than an attempt to relitigate issues it has already brought before the Commission. Apparently unhappy with the Commission's previous decisions on these issues, MFS is simply trying to get a second bite at the apple. MFS should be prevented from doing so.

Prices for unbundled access and termination of local exchange traffic are the subject of the Commission Orders, and the Commission has already ordered GTE to provide tariffs. Interconnection Order at 22-23; Unbundling Order at 25-27. Thus, MFS and GTE have already litigated (and continue to litigate) the prices of interconnection and unbundled access. In fact, the Commission has already expressed its desire to avoid relitigation of the same issues in subsequent proceedings. In both the Interconnection and Unbundling dockets the Commission addressed the question of whether intervening (although non-petitioning) alternative local exchange carriers (ALECs) would be entitled to relitigate the same issues against the same party at a later time. The Commission held that any intervenor ALEC who fully participated in either of those dockets would be "bound by the resolution of the issues" decided therein. Unbundling Order at 4; Interconnection Order at 4. If an intervenor is bound by the Commission's decision on such issues, then

MFS, as a petitioner against GTE, is also bound. Therefore, although the Act clearly provides for arbitration of open issues, unbundling and interconnection are by no means "open" to negotiation between GTE and MFS.

Moreover, to the extent that the Commission cannot order tariffed rates under the Act, arbitration of prices for interconnection and unbundling is inappropriate as the parties have not conducted negotiations with regard to the issues. The Telecommunications Act of 1996 is designed to promote efficient allocation of communications resources through private contracts between telecommunications carriers. The Act requires GTE to negotiate in good faith with competitors to provide interconnection and unbundling. To promote such private enterprise, the Act gives GTE the right to *negotiate* interconnection and the sale of unbundled network elements "*without regard*" to wholesale rates or other standards set forth by the Act or regulations promulgated thereunder. 47 U.S.C. § 252(a). Under the express terms of the statute, any reasonable non-discriminatory rate voluntarily agreed to must be approved. The Act authorizes States to set interconnection and unbundled access rates only after voluntary negotiations have failed, and the matter has been submitted to the State commission for binding arbitration. *Id.* § 252(e). Nothing in the Act permits the State to set or impose rates in lieu of private negotiation.

Thus, by requiring that rates for unbundled interconnection services and termination of local exchange traffic be tariffed, the Commission is improperly setting rates in advance of negotiations. The Commission's order violates both the express language and the spirit of the Act. Indeed, GTE has appealed one order and has moved for reconsideration of the other. The Commission's prior orders place GTE in a "Hobson's Choice" in light of MFS'

arbitration filing. If the Commission's orders are correct and proper under the Act, there is nothing left to arbitrate. The orders have resolved the matter. On the other hand, the Commission's rate setting is improper under the Act and GTE is contesting these orders. If the Commission's actions are incorrect, this matter should be dismissed for a failure to negotiate, as the parties have not held substantive negotiations pending settlement of the rates issues. In either event, there is nothing to arbitrate at this time.

With regard to prices for number portability, these prices were settled by the parties *almost five months ago* in the Interim Agreement. The Interim Agreement is still binding on the parties. The Commission referred to the Interim Agreement in its orders, which had been entered into the dockets by stipulation, and thereby assumed that these issues had been resolved. See Interconnection Order at 3; Unbundling Order at 3. Moreover, these rates were agreed upon in accord with standards promulgated by the Commission in this area. See *In re Investigation into Temporary Local Telephone Number Portability Solution to Implement Competition in Local Exchange Telephone Markets*, Order No. PSC-95-1604-FOF-TP, Docket No. 950737-TP (December 28, 1995).<sup>3</sup>

Unbundling of HDSL and ADSL loops and stipulated damages have never been discussed with GTE. MFS failed to mention HDSL and ADSL loops or stipulated damages provisions in (i) its February 7 letter, (ii) its proceedings before the Commission, (ii) the Interim Agreement or (iii) its negotiations with GTE. It presented this issue for the first time

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<sup>3</sup> Although MFS states that the rate for number portability is an open issue and refers to the FCC's *First Report and Order and Further Notice of Proposed Rulemaking*, FCC Docket No. 95-116 (July 2, 1996), it does not explain how the Interim Agreement or the Commission's number portability order are inconsistent with the FCC's order, if at all.

in the FIA, and did not subsequently negotiate this provision. Similarly, stipulated damages have never been discussed with GTE before they were presented in the FIA. Clearly, MFS has had many opportunities to engage GTE in negotiations over these issues and has failed to do so. By failing to raise these issues, and then filing for compulsory arbitration, MFS failed to negotiate in good faith (or, more accurately, negotiate at all) and should not now be allowed to bring these issues before the Commission.

As for the "fresh look" provision, the Commission rejected MFS' request for exactly the same provision in the Unbundling Order. See Unbundling Order at 29-30. MFS admits that it raised this issue in its motion for reconsideration of the Unbundling Order. Thus, this issue is by no means "open;" the Commission has already rejected MFS' position.

Accordingly, the Commission has not been presented with any open issues and should dismiss the MFS Petition.

B. Suspension of Arbitration Proceeding

In the alternative, the Commission should suspend any arbitration proceeding until the parties have effective FCC interconnection regulations. As MFS submitted its request to GTE on February 8, 1996, MFS was required to file the MFS Petition no later than July 17 (the 160th day after the date MFS submitted its request). However, the FCC's implementing regulations for 47 U.S.C. § 251 will not be released until August 8. The Act requires the Commission to apply these regulations to resolve open issues, the State commission must apply the requirements of 47 U.S.C. § 251, "including the regulations prescribed by the [FCC] pursuant to section 251." 47 U.S.C. § 252(c)(1). This presents



the problem of what the Commission should do between now and August 8. Should it try and guess what the FCC will do? If it guesses wrong, the Commission will waste more than three weeks applying the wrong standards for arbitration, and the parties will have spent a considerable amount of time and resources developing evidence and other information in support of positions that might be rendered moot by the FCC's regulations. Congress could not have intended that State commissions be subjected to such an illogical and inefficient result. See *U.S. v. Preston*, 739 F. Supp. 294 (W.D. Va. 1990) (in construing a statute, a court should strive to avoid illogical or senseless constructions) (citing *United States v. Morton*, 467 U.S. 822 (1984)).

The serious problems posed by such a result can best be illustrated by showing how the parties and the Commission would arbitrate just one of the issues raised in the MFS Petition. If the arbitration proceeds, GTE will be required to prepare its memoranda, testimony and other information and then submit all of its direct testimony and exhibits by August 12 (25 days after the filing of the MFS Petition). See *In Re: The Petition by Metropolitan Fiber Systems of Florida, Inc. Against Bell South Telecommunications, Inc. for Interconnection and Resale Under the Telecommunications Act of 1996, Interim Order Establishing Procedure* at 5. Because the FCC's rules will not be issued until August 8, GTE, MFS and the commission will have only four days to (1) review the FCC's rules, which are expected to exceed 350 pages; (2) apply the rules to the MFS Petition and await any necessary modifications to the Petition; (3) determine and produce the relevant "supporting documentation" MFS and GTE would be required to provide to the commission pursuant to 47 U.S.C. § 252(b); (4) conduct all the necessary studies relating to such

documentation; and, finally, (5) prepare the requisite filings and direct testimony. Moreover, GTE, MFS and the Commission would have to repeat this exercise for every open issue identified by the MFS Petition.

As Congress could not have intended such a result where a telecommunications carrier has requested interconnection as early as MFS did, GTE respectfully requests that the Commission suspend this arbitration proceeding until the FCC's regulations are released and the parties have had an opportunity to respond to them. GTE suggests the following schedule based on known events:

- (1) FCC regulations released August 8;
- (2) MFS reviews the regulations and modifies the MFS Petition by August 16;
- (3) GTE prepares and files its response by September 3;
- (4) Rebuttal and Prehearing Statements by September 10;
- (5) Prehearing Conference on September 13;
- (6) Hearing on September 17-18; and
- (7) The Commission resolves open issues, if any, by November 8.<sup>4</sup>

The Commission could also establish a date for a meeting among the Staff and the parties to discuss resolved and unresolved issues, as set forth under the current procedural schedule.

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<sup>4</sup> This deadline is exactly nine months from the date GTE received MFS' request for negotiation, allowing the Commission to meet its obligation under the Act to resolve an arbitration proceeding within nine months of the date an ILEC receives a negotiation request. 47 U.S.C. § 252(b)(4)(C).

GTE believes suspension and arbitration according to the above schedule will result in a far more efficient arbitration process and better reflect the intent of Congress.

WHEREFORE, GTE respectfully requests that the Commission dismiss the MFS Petition or, alternatively, suspend arbitration proceedings. GTE also requests that this motion be addressed on an expedited basis.

Respectfully submitted on August 1, 1996.

By: Anthony P. Gillman/dm  
Anthony P. Gillman  
Kimberly Caswell  
Post Office Box 110, FLTC0007  
Tampa, Florida 33601  
Telephone: 813-228-3087

Attorneys for GTE Florida Incorporated

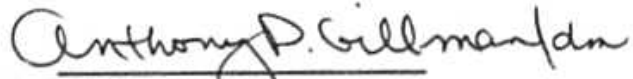
**CERTIFICATE OF SERVICE**

I HEREBY CERTIFY that copies of GTE Florida Incorporated's Motion to Dismiss the Petition of MFS Communications, Inc. or Suspend Arbitration in Docket No. 960837-TP were hand-delivered (\*) or sent via Airborne express mail (\*\*) on August 1, 1996 to the parties listed below:

Staff Counsel (\*)  
Florida Public Service Commission  
2540 Shumard Oak Boulevard  
Tallahassee, FL 32399-0850

Lawrence R. Freedman (\*\*)  
Swidler & Berlin  
3000 K Street, N.W., Suite 300  
Washington, DC 20007-5116

Timothy Devine (\*\*)  
MFS Communications Co. Inc.  
Six Concourse Parkway, Suite 2100  
Atlanta, GA 30328

  
Anthony P. Gillman

BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

Petition of )  
MFS COMMUNICATIONS COMPANY, INC. ) Docket No. 960837-TP  
For Arbitration of an )  
Interconnection Agreement Under )  
Sections 251 and 252 of the )  
Telecommunications Act of 1996 )

Affidavit of Ms. Beverly Y. Menard

I, BEVERLY Y. MENARD, being duly sworn, depose and state as follows:

1. I am the Director, Regulatory and Industry Affairs for GTE Florida, Inc. ("GTE Florida") My business address is 201 N. Franklin Street, P.O. Box 110, Tampa, Florida, 33601-0110.

2. I began working for GTE Florida on February 4, 1969 in the Business Relations Department. Since then, I have held various positions of increasing responsibility in GTE Florida from 1969 to 1978, GTE Service Corporation from 1978 to 1981, and then again with GTE Florida from 1981 to the present time. In my various capacities, I was responsible for handling a wide range of accounting, finance and regulatory issues. On October 1, 1988, I became Area Director, Regulatory and Industry Affairs, for GTE Florida. In that capacity, I was responsible for regulatory filings, positions and industry affairs in eight southern states and Florida. In August, 1991, I was appointed to my present position. I have received a B.A. in Business Administration with an accounting major from the University of South Florida, as well as a Master of Accountancy from the University of South Florida.

3. In my capacity as Director, Regulatory and Industry Affairs, I am primarily responsible for regulatory filings, positions and industry affairs issues in Florida. Among my responsibilities, I am also responsible for negotiating agreements with other telecommunications carriers for, among other things, interconnection, unbundled access, resale of local exchange services and number portability.

4. On July 5, 1995, I received a letter from Mr. Gary Ball of MFS Communications Company, Inc. ("MFS") regarding MFS' interest in negotiating an agreement with GTE Florida. MFS expressed an interest in several issues, including interconnection, number portability and unbundled access. MFS did not, however, express any interest in purchasing local exchange services from GTE Florida at wholesale prices for resale. MFS confirmed the scope of its proposed agreement by a letter from Mr. Ball, a copy of which I received on July 14, 1995.

5. From this date through November, negotiations between MFS and GTE Florida proceeded along the lines originally suggested by MFS. During this time, Mr. Ball ceased to be my contact at MFS and was replaced by Mr. Timothy Devine. In November, 1995, I received a draft agreement from MFS, to which it requested my comments. On January 3, 1996, I received a letter from MFS stating that they had not yet received my comments. On January 19, GTE responded to MFS' draft agreement by sending Mr. Devine comments on each section. I drafted the

letter containing the comments, which was signed by Mr. Michael Marczyk, the account manager for MFS. At this time, I informed Mr. Devine that I believed we were close to agreement on many issues but that we had significant differences with regard to the price of both unbundled access and interconnection.

6. I later received a copy of a filing with the Florida State Public Service Commission (the "Commission") made by MFS on January 23, 1996, requesting that the Commission resolve all outstanding issues between MFS and GTE Florida regarding interconnection. Shortly thereafter I received a copy of a second filing with the Commission made by MFS on January 24, 1996, requesting that the Commission resolve all outstanding issues regarding unbundled access.

7. Despite MFS' filings, I continued to negotiate with Mr. Devine in order to narrow the issues presented to the Commission. In early February, I received a copy of a letter and attached agreement sent to Mr. P.A. Daks, President of GTE Florida dated February 7, 1996. This letter requested that GTE Florida enter into negotiations with MFS under the Telecommunications Act of 1996 (the "Act"). The proposed agreement attached to the request differed from the substance of our ongoing negotiations. In particular, the proposed agreement mentioned resale of local exchange services, an issue we had never discussed with MFS. I telephoned Mr. Devine shortly after receiving my copy of MFS' request and asked whether MFS intended to change the substance of the negotiations in accord with the February 7 request. He



relevant to our ongoing negotiations, and that we could would continue to negotiate along the same lines.

8. On February 19, 1996, MFS and GTE Florida entered into an Interim Agreement to settle all issues before the Commission except for the price of both unbundled access and interconnection. We continued to negotiate over price and a few operational issues. During our negotiations, the Commission released orders regarding terms for interconnection in May and unbundled access in June. I received copies of these orders, and am familiar with their requirements. Pursuant to the interconnection order, GTE Florida is required to provide rates for interconnection within 60 days after a final order is released. Pursuant to the unbundled access order, GTE Florida is required to provide rate information 30 days after the release of the order, and also to engage in negotiations with MFS regarding additional operational issues.

9. On May 30, 1996, during a meeting with Mr. Devine, Mr Devine mentioned that MFS might be interested in negotiating an agreement under the Act at some point in the future, and presented me with a copy of an agreement MFS had entered into with Ameritech as an example of possible terms. He did not, however, indicate that he was immediately interested in doing so, and continued to conduct our negotiations along the lines already set out in the February 19 agreement.

10. On June 4, 1996, Mr. Devine again mentioned that MFS might want to conduct its negotiations in accord with the

requirements of the Act. He continued to conduct negotiations in accord with our February 19 agreement however, and did not change his positions with regard to any issues we had already discussed.

11. During a telephone call on June 26, 1996, Mr. Devine asked me whether GTE Florida would be interested in renegotiating the Interim Agreement in accord with the requirements of the Act. I did not answer Mr. Devine at this time. He informed me that we would receive a draft agreement with proposed terms within the following week.

12. On July 9, 1996, I received a proposed agreement under a cover letter from Mr. Devine. The agreement covered many of the issues I had already negotiated with Mr. Devine, as well as several issues I had never discussed with him. In particular, these issues were resale of local exchange services, unbundling of GTE Florida's ADSL and HDSL loops, and stipulated damages. I responded to Mr. Devine by letter on July 16, 1996, indicating to him that some of the issues raised by his proposed agreement had never been raised before and that others were inconsistent with the terms of the Commission's previous orders.

13. Since July 16, I have had no further contact with Mr. Devine or any other MFS personnel or representatives regarding GTE and MFS negotiations in Florida.

Beverly Y. Menard  
Beverly Y. Menard

Subscribed and sworn to  
before me on this 24<sup>th</sup>  
day of July, 1996.

Teresa Ann Scobie  
Notary Public

My commission expires: \_\_\_\_\_

OFFICIAL NOTARY SEAL  
TERESA ANN SCOBIE  
NOTARY PUBLIC STATE OF FLORIDA  
COMMISSION NO. CC998677  
MY COMMISSION EXP. OCT. 21, 1998

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

MFS/GTE  
PARTIAL FLORIDA CO-CARRIER AGREEMENT

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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.



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- 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-002843, 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

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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.

<u>LATA</u>	<u>D-NIP</u>
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 (810 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;



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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<sup>1</sup>.
- B. As contemplated by the Central Office Code Assignment Guidelines, MFS will designate within the geographic NPA with which each of its assigned

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<sup>1</sup> 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



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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<sup>2</sup> 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

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<sup>2</sup> 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<sup>3</sup> 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.

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<sup>3</sup> 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.



(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**

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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. 978, 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:

	<u>per inquiry</u>
BLV	\$0.65

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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**

2/4-wire analog voice grade  
2 wire ISDN digital grade  
4-wire DS-1 digital grade

**Port Categories**

2/4-wire analog line  
2-wire ISDN digital line  
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.

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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")<sup>4</sup> 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

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<sup>4</sup> 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*.

**MFS/GTE**  
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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.



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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-discriminatory, 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



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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 from 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 from 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.

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**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.

*David D. Davis*  
Sign 2-19-96 Date

*Donald W. McLove*  
Sign 2-19-96 Date

Timothy T. Davine  
Print Name

Donald W. McLove  
Print Name

Sr. Director, External  
Title Regulatory Affairs

Vice President Regulatory Affairs  
Title - External Affairs

Metropolitan Fiber Systems of Florida, Inc.

GTE Florida Incorporated



GOVERNMENT AFFAIRS OFFICE  
3000 K STREET, N.W. SUITE 300  
WASHINGTON, D.C. 20007  
TEL. (202) 424-7709  
FAX (202) 424-7645

February 7, 1996

VIA OVERNIGHT MAIL

P.A. Daks, President  
GTE Florida  
One Tampa City Center  
201 North Franklin Street  
Tampa, Florida 33602

Re: Request for Interconnection Negotiations Pursuant to Section 251(c)(1) of the Telecommunications Act of 1996

Dear P.A. Daks:

As you already know, President Clinton is about to sign into law the Telecommunications Act of 1996. I am writing to inform you that pursuant to Section 101 of that Act, creating new Section 251(c)(1) of the Communications Act, MFS Communications Company, Inc. ("MFS"), on behalf of its subsidiaries providing telecommunications services in Florida, requests that GTE Florida commence good faith negotiations with us to fulfill the interconnection duties described in paragraphs (1) through (5) of new Section 251(b) and paragraphs (2) through (6) of new Section 251(c).

To help initiate the process of interconnection negotiations, we have attached a copy of a model agreement that includes certain of the terms and conditions for interconnection now required of incumbent local exchange carriers under the Telecommunications Act of 1996. In accordance with the duties of incumbent local exchange carriers found in new Sections 251 and 252 of the Communications Act, the following arrangements are offered as a general framework from which we may commence interconnection negotiations:

1. **Network Interconnection Architecture (New Section 251(c)(2))**

MFS and GTE Florida should establish efficient and reciprocal interconnections between their respective networks. Any interconnection established between the parties should include non-discriminatory and real-time access to databases and associated signaling necessary for call routing and completion, and this access should be provided at cost-based rates pursuant to new Section 252(d)(1).

February 7, 1996

Page 2

2. **Meet-Point Billing Arrangements (New Section 251(c)(2)(D))**

GTE Florida should extend to MFS meet-point billing arrangements, so that MFS may timely offer a common transport option to parties purchasing originating and terminating switched access services from MFS' end office switches which it utilizes to provide local exchange services.

3. **Reciprocal Exchange of Traffic and Compensation (New Section 251(b)(5))**

MFS and GTE Florida should reciprocally exchange traffic between their networks, so as to allow the seamless and transparent completion of all intraLATA (including "local") calls between their respective exchange service users in a given LATA. The termination rate should be imputable into GTE Florida's end user calling rates, after discounts. Such arrangement is contemplated by new Section 252(d)(2)(B)(i) of the Communications Act.

Additionally, GTE Florida should agree to route traffic through its tandem network in order to enable the efficient interchange of traffic between MFS and other local service competitors or independent LECs operating in the LATA, via the same trunk groups over which MFS and GTE Florida exchange traffic in that LATA. Such transiting function should be provided at the option of MFS and the other carriers. For such traffic which MFS originates to another local competitive carrier or independent LEC, GTE Florida should bill MFS a reasonable, incremental cost-based transiting charge per minute; GTE Florida should be responsible for negotiating transiting compensation with the other competitors or independent LECs for traffic they originate to MFS via the GTE Florida tandem. To the extent GTE Florida offers a more favorable transiting charge to any other independent or competitive local service provider, GTE Florida should provide that same rate to MFS.

4. **Ancillary Platform Arrangements (New Section 251(c)(2))**

The agreement should enable MFS to offer seamless service by establishing access to all applicable ancillary platform arrangements, including the following: 9-1-1/E-9-1-1, Directory Assistance, Directory Listings and Directory Distribution, Transfer of Service Announcement, Coordinated Repair Calls, and Busy Line Verification and Interrupt. MFS must be allowed access to these platforms on non-discriminatory and cost-based terms pursuant to the pricing standards established in new Section 252(d)(1). 9-1-1 access must include: (1) appropriate trunk connections to GTE Florida 9-1-1/E-9-1-1 selective routers or tandems; (2) automated procedures for loading MFS-supplied data into ALI databases; and (3) comply with all local and regional 9-1-1/E-9-1-1 plan requirements.

5. **Unbundled Loops (New Section 251(c)(2),(3))**

GTE Florida should provide unbundled loops to MFS on cost-based terms (pursuant to new Section 252(d)(1)), along with a specific rollout plan. MFS should be allowed to access and interconnect to unbundled loops via expanded interconnection facilities. Loops should be provided at a fixed, monthly recurring, per-loop rate which is imputable into standard bundled local exchange access line rates. All relevant quality, provisioning, maintenance and conversion intervals for unbundled loops should be comparable in all material respects to the quality and intervals GTE Florida provides to its most favored end users for bundled access line services.

In addition to unbundling of loops from the central office to the customer premises, MFS also requests (a) interconnection pursuant to Section 251(c)(2) at the first point in the network (looking out from the central office) at which it can obtain access to a dedicated pair of copper wires to the customer's premises, and (b) unbundled access pursuant to Section 251(c)(3) to the portion of the local loop extending from this interconnection point to the customer's premises. Depending on the configuration of the local network, the interconnection point may in some instances be at the central office itself, but in other instances may be at other intermediate distribution points in the network, including (for example) locations where copper loops are connected to a remote switching module, or to the subscriber terminal of a Digital Loop Carrier or similar loop carrier system.

6. **Number Portability (New Section 251(b)(2))**

Until such time as permanent number portability has been fully implemented pursuant to new Section 251(b)(2), MFS and GTE Florida will provide interim number portability to one another through the use of remote call forwarding ("RCF") capabilities. Interim and permanent number portability should include telephone numbers used for the provision of information services, including but not limited to "976" prefixes. On all calls which terminate to a party through an RCF arrangement, that party should be compensated by the party providing the RCF arrangement, as if the call had been directly-dialed to the telephone number to which the call had been forwarded. Thus, for instance, an RCF'ed interLATA call would be compensated at the otherwise applicable intrastate terminating switched access rate; an RCF'ed "local" call would be compensated at the reciprocal compensation rate which would otherwise apply for direct-dialed local calls. The parties should commit to migrate to the statutorily required permanent number portability solution as soon as technically possible. Costs to implement permanent number portability must be borne by all telecommunications carriers on a competitively neutral basis pursuant to new Section 251(e)(2).



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7. **Access to Rights-of-Way (New Sections 251(b)(4))**

GTE Florida should afford MFS access to its poles, ducts, conduits, and rights-of-way to the extent needed by MFS to provide local exchange services. This includes access to customer buildings, and "telephone closets," risers, and conduits within buildings. Such access should be provided at rates, terms, and conditions consistent with the Pole Attachment Act of 1978 as amended by the Telecommunications Act of 1996 (amended 47 U.S.C. § 224).

8. **Resale of Local Services (New Section 251(c)(4))**

GTE Florida should offer to MFS for resale, at wholesale rates as defined in new Section 252(d)(3), any telecommunications services, specifically including without limitation Centrex services, that GTE Florida provides at retail to subscribers who are not telecommunications carriers.

9. **Physical Collocation (New Section 251(c)(6))**

MFS requests that GTE Florida provide MFS physical collocation of equipment necessary for interconnection or access to unbundled network elements at the premises of the local exchange carrier to the extent that space is available at such locations.

10. **Numbering Administration (New Section 251(b)(3))**

Until the date by which telecommunications numbering administration guidelines, plan, or rules are established pursuant to new Section 251(e), GTE Florida should provide non-discriminatory access to telephone numbers for assignment to MFS' customers.

11. **Notice of Changes (New Section 251(c)(5))**

MFS requests that GTE Florida advise us as to how it intends to provide reasonable public notice of any changes in the information necessary for the transmission and routing of services using GTE Florida's facilities or networks, as well as any other changes that would affect the interoperability of those facilities and networks.

The above listing of requested arrangements is meant only to provide a basis from which to commence interconnection negotiations. MFS reserves the right to suggest additional or modified arrangements as negotiations proceed. It is the hope of MFS that a legally sufficient and mutually satisfactory agreement may be reached voluntarily between the parties. In the case that this is not achievable, however, MFS reminds GTE Florida that if no agreement is reached within 135 days



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from the date of this letter, either party may request that the State commission enter the negotiations as arbitrator of any unresolved issues pursuant to new Section 252(b).

In light of the need to engage in meaningful negotiations before the expiration of the 135 days provided in the new Act for voluntary negotiations, MFS requests a written response to this letter by February 22. Upon receiving your written acceptance to engage in these statutorily required negotiations, we hope to plan with you a preliminary schedule of meetings to discuss these issues in detail.

I look forward to your prompt response to our request to negotiate a comprehensive interconnection agreement pursuant to the terms specified in the newly enacted Telecommunications Act of 1996. Should you have any questions as to this correspondence, please contact me at (202) 424-7833 or Alex Harris at (212) 843-3051.

Sincerely,




Andrew D. Lipman  
Senior Vice President  
Legal & Regulatory Affairs

cc: Royce J. Holland  
Alex J. Harris

Attachment

154107.1

 **TELECOM,**  
METROPOLITAN FIBER SYSTEMS OF ATLANTA INC  
SIX CONCOURSE PARKWAY SUITE 2100  
ATLANTA, GEORGIA 30329  
TEL (404) 393-9755  
FAX (404) 395-0466

July 8, 1996

Ms. Bev Menard  
Director, Regulatory Affairs  
GTE Florida  
201 N. Franklin Street  
P.O. Box 0110  
Tampa, Florida 33601-0110

Via Federal Express

**Re: MFS/GTE Interconnection Agreement**

Dear Bev:

For the past several months, MFS Communications Company, Inc. (MFS), on behalf of itself and its subsidiaries, and GTE have been negotiating the terms and conditions of an interconnection agreement pursuant to the Federal Telecommunications Act (FTA) of 1996. As you are aware, before we sent GTE our Interconnection and Unbundling request and agreement in February per the FTA, MFS initiated negotiations under Florida statutes last fall. During our discussions last fall we agreed to disagree on the key terms of Interconnection and Unbundling, therefore MFS filed petitions with the Florida Commission asking the Commission to resolve the contested issues with GTE.

While MFS and GTE continued to negotiate the contested issues, we continued to disagree on most key issues but were able to execute a partial agreement which addressed the less controversial issues. Therefore, after GTE requested that we postpone negotiations until after the Commission issued orders on MFS' petitions, MFS agreed to wait. As of June 24, 1996 the Florida Commission has issued orders in the MFS petition cases. In the orders the Commission has ordered most of MFS' requests for Interconnection and Unbundling. Therefore, in an effort to move our negotiations swiftly forward, I have attached a comprehensive interconnection agreement for execution. The comprehensive agreement incorporates the partial agreement and also most of what the Florida Commission ordered in Docket Nos. 950984 and 950985. As we discussed in our last call it is MFS' intent to have the attached comprehensive agreement supersede the earlier partial agreement.

I would hope that we can reach agreement and conclude our negotiations. However, it is probable that we will not be executing a complete interconnection agreement soon, therefore, I am sending you this letter in advance of our expected arbitration of the

outstanding issues which need to be resolved before the Public Service Commission.

Comprehensive Interconnection Agreement

The agreement reflects the issues that need to be resolved to implement a mutually acceptable interconnection agreement. MFS believes that the issues on which we agree have been incorporated into the agreement, as well as MFS' best and final offer on the issues on which we have not yet reached agreement. Please review the attached agreement and return the signed copy of the agreement or advise me of each provision with which you disagree. I am assuming that if GTE does not formally respond to each provision of the agreement, as part of the formal arbitration case record, that GTE is accepting all the provisions that are contained in the agreement. Of course, MFS is reserving its right to seek arbitration on all items since we don't have an executed agreement.

MFS is willing to accept the terms and conditions reflected in the attached agreement in total. The package of terms and conditions are similar to those that Ameritech and NYNEX have reached with MFS in negotiating interconnection agreements. Also, you should find most of the items are similar, if not identical, to the terms you have seen in our earlier discussions and are contained in the Ameritech agreement I provided you and we discussed at our meeting in May in Tampa.

If there are provisions with which you do not agree, please provide me with any and all information and supporting documentation on which you rely to support your position on each issue. If there are disputed provisions, to facilitate an efficient arbitration, it is important that we assemble a complete collection of facts, data and studies relevant to the issues on which we may disagree. In that regard, I ask you to provide the following information:

- Loop prices for off premise Centrex services, and any cost support or cost studies that GTE provided to Commission or any other state regulator to support its Centrex prices.
- Any interconnection agreements with adjacent local telephone companies that contain charges for the transport and termination of traffic.
- Any forward-looking incremental cost studies performed by GTE (or relied on by GTE) that develop the costs of the local loop, the costs of transport and termination, or the costs of interim number portability. Please understand that I am not asking that GTE perform any cost studies, but that it provide me with any

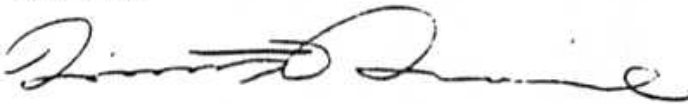
Ms. Bev Menard -- Interconnection Agreement  
July 8, 1996 -  
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such studies that are relevant to the issues that are in dispute.

Please review the attached comprehensive agreement and return the signed copy of the agreement or advise me of each provision with which you disagree. I am assuming that if GTE does not formally respond to the agreement, as part of the formal arbitration case record, that GTE is accepting all the provisions that are contained in the agreement. Of course, MFS is reserving its right to seek arbitration on all items since we don't have an executed agreement.

Because the date for seeking arbitration before the Commission is quickly approaching (July 17), I would like a response from GTE no later than 5:00 P.M. July 15, 1996. Thank you in advance for expediting your response to me to assist in facilitating the arbitration process. If you have any questions, please call me at (770) 390-6791.

Sincerely,



Timothy T. Devine  
Senior Director, External & Regulatory Affairs  
Southern Region  
MFS Communications Company, Inc.  
Six Concourse Parkway, Suite 2100  
Atlanta, Georgia 30328-5351

voice: (770) 390-6791  
fax: (770) 390-6787

FLORIDA INTERCONNECTION AGREEMENT  
UNDER SECTIONS 251 AND 252 OF THE  
TELECOMMUNICATIONS ACT OF 1996

DATED JULY 8, 1996

BY AND BETWEEN

GTE FLORIDA, INC.

AND

MFS COMMUNICATIONS COMPANY, INC.

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**Under Sections 251 and 252 of the Telecommunications Act of 1996**

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This Interconnection Agreement under Sections 251 and 252 of the Telecommunications Act of 1996 ("Agreement"), is effective as of the \_\_\_\_ day of June, 1996 (the "Effective Date"), by and between GTE Florida, Inc., ("GTE"), 201 N. Franklin Street, Tampa, Florida 33601-0110, and MFS Communications Company, Inc., ("MFS") a Delaware corporation, with offices located at Six Concourse Parkway, Suite 2100, Atlanta, Georgia 30328-5351, on behalf of itself and its subsidiaries, including, Metropolitan Fiber Systems of Florida, Inc.

WHEREAS, the Parties want to interconnect their networks at mutually agreed upon points of interconnection to provide Telephone Exchange Services (as defined below) and Exchange Access (as defined below) to their respective Customers.

WHEREAS, the Parties are entering into this Agreement to set forth the respective obligations of the Parties and the terms and conditions under which the Parties will interconnect their networks and provide other services as required by the Act (as defined below) and additional services as set forth herein.

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 agree as follows:

**1.0 DEFINITIONS**

As used in this Agreement, the following terms shall have the meanings specified below in this Section 1.0. For convenience of reference only, the definitions of certain terms that are As Defined in the Act (as defined below) are set forth on Exhibit 1.0. Exhibit 1.0 sets forth the definitions of such terms as of the date specified on such Exhibit and neither Exhibit 1.0 nor any revision, amendment or supplement thereof intended to reflect any revised or subsequent interpretation of any term that is set forth in the Act is intended to be a part of or to affect the meaning or interpretation of this Agreement.

- 1.1 "Act" means the Communications Act of 1934 (47 U.S.C. 153(R)), as amended by the Telecommunications Act of 1996, and as from time to time interpreted in the duly authorized rules and regulations of the FCC or a Commission within its state of jurisdiction.
- 1.2 "Asymmetrical Digital Subscriber Line" or "ADSL" is a transmission technology which transmits an asymmetrical digital signal using one of a variety of line codes.
- 1.3 "Affiliate" is As Defined in the Act.

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- 1.4 "As Defined in the Act" means as specifically defined by the Act and as from time to time interpreted in the duly authorized rules and regulations of the FCC or the Commission.
- 1.5 "As Described in the Act" means as described in or required by the Act and as from time to time interpreted in the duly authorized rules and regulations of the FCC or the Commission.
- 1.6 "Automatic Number Identification" or "ANI" is a Feature Group D signaling parameter which refers to the number transmitted through the network identifying the billing number of the calling party.
- 1.7 "BLV/BLVI Traffic" or "BLV/BLVI Call" refers to an operator call in which the end user inquires as to the busy status of, or requests an interruption of a call on an Exchange Service.
- 1.8 "Calling Party Number" or "CPN" is a Common Channel Interoffice Signaling parameter which refers to the number transmitted through the network identifying the calling party.
- 1.9 "Central Office Switch", "Central Office" or "CO" means a switching entity within the public-switched telecommunications network, including but not limited to:
- a) "End Office Switches" which are Class 5 switches from which end user Exchange Services are directly connected and offered.
  - b) "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).
- 1.10 "CCS" refers to one hundred (100) call seconds.
- 1.11 "CLASS Features" mean certain CCS-based features available to end users. Class features include, but are not necessarily limited to: Automatic Call Back; Call Trace; Caller Identification and related blocking features; Distinctive Ringing/Call Waiting; Selective Call Forward; Selective Call Rejection.



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- 1.12 "Collocation" or "Collocation Arrangement" means an arrangement whereby one Party's (the "Collocating Party") facilities are terminated in its equipment necessary for Interconnection or for access to Network Elements on an unbundled basis which has been installed and maintained at the premises of a second Party (the "Housing Party"). For purposes of Collocation, the "premises" of a Housing Party is limited to occupied structure or portion thereof in which such Housing Party has the exclusive right of occupancy. Collocation may be "physical" or "virtual". In "Physical Collocation," the Collocating Party installs and maintains its own equipment in the Housing Party's premises. In "Virtual Collocation," the Housing Party installs and maintains the Collocating Party's equipment in the Housing Party's premises.
- 1.13 "Commission" means the Florida Public Service Commission (PSC) where applicable).
- 1.14 "Common Channel Interoffice Signaling" or "CCS" means the signaling system, developed for use between switching systems with stored-program control, in which all of the signaling information for one or more groups of trunks is transmitted over a dedicated high-speed data link rather than on a per-trunk basis and, unless otherwise agreed by the Parties, the CCIS used by the Parties shall be SS7.
- 1.15 "Cross Connection" is an intra-wire center channel connecting separate pieces of telecommunications equipment including a channel between separate Collocation facilities.
- 1.16 "Customer" means a third-party residence or business that subscribes to Telecommunications Services provided by either of the Parties.
- 1.17 "DID" means direct inward dialing.
- 1.18 "Dialing Parity" is As Defined in the Act. As used in this Agreement, Dialing Parity refers to both Local Dialing Parity and Toll Dialing Parity.
- 1.19 "Local Dialing Parity" means the ability of Telephone Exchange Service Customers of one LEC to place local calls to Telephone Exchange Service Customers of another LEC, without the use of any access code and with no unreasonable dialing delay. "Toll Dialing Parity" means the ability of Telephone Exchange Service

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- Customers of a LEC to have their toll calls (inter or intraLATA) routed to a toll carrier (intraLATA or interLATA) of their selection without dialing access codes or additional digits and with no unreasonable dialing delay.
- 1.20 "Digital Signal Level" means one of several transmission rates in the time-division multiplex hierarchy.
- 1.21 "Digital Signal Level 0" or "DS0" is the 64 Kbps zero-level signal in the time-division multiplex hierarchy.
- 1.22 "Digital Signal Level 1" or "DS1" is the 1.544 Mbps first-level signal in the time-division multiplex hierarchy. In the time-division multiplexing hierarchy of the telephone network, DS1 is the initial level of multiplexing.
- 1.23 "Digital Signal Level 3" or "DS3" is the 44.736 Mbps third-level in the time-division multiplex hierarchy. In the time-division multiplexing hierarchy of the telephone network, DS3 is defined as the third level of multiplexing.
- 1.24 "DSX panel" is a cross-connect bay/panel used for the termination of equipment and facilities operating at digital rates.
- 1.25 "Exchange Access" is As Defined in the Act.
- 1.26 "Electronic File Transfer" is any system/process which utilizes an electronic format and protocol to send/receive data files.
- 1.27 "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.
- 1.28 "Exchange Service" means a service offered to end users which provides the end user with a telephonic connection to, and a unique telephone number address on, the public switched telecommunications network, and which enables such end user to place or receive calls to all other stations on the public switched telecommunications network. Exchange Services include, but are not necessarily limited to: basic access lines; PBX trunks; Centrex and Centrex-like line services; ISDN

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- line/trunk services; pay telephone stations and lines provided for use in conjunction with customer-owned pay telephones.
- 1.29 "FCC" is the Federal Communications Commission.
- 1.30 "Fiber-Meet" means an Interconnection architecture method whereby the Parties physically Interconnect their networks via an optical fiber interface (as opposed to an electrical interface) at a mutually agreed upon location.
- 1.31 "HDSL" or "High-Bit Rate Digital Subscriber Line" is a transmission technology which transmits up to a DS1-level signal, using any one of the following line codes: 2 Binary / 1 Quaternary ("2B1Q"), Carrierless AM/PM, Discrete Multitone ("DMT"), or 3 Binary / 1 Octel ("3B1O").
- 1.32 "Information Service Traffic" or "Information Service Call" is a call which originates on an Exchange Service and which is addressed to an information service provided over a LEC information services platform (e.g., 976), where the telephone number of the Exchange Service and the telephone number of the information service are associated with the same LATA.
- 1.33 "Integrated Digital Loop Carrier" is a subscriber loop carrier system which integrates within the switch at a DS1 level that is twenty-four (24) local Loop transmission paths combined into a 1.544 Mbps digital signal.
- 1.34 "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 Collocation arrangements and mid-fiber meet arrangements.
- 1.35 "Interexchange Carrier" or "IXC" is a provider of stand-alone interexchange telecommunications services.
- 1.36 "Interim Telecommunications Number Portability" or "INP" is 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.
- 1.37 "InterLATA" is As Defined in the Act.

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- 1.38** "Integrated Services Digital Network" or "ISDN" is a switched network service that provides 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).
- 1.39** "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.
- 1.40** "Local Access and Transport Area" or "LATA" is As Defined in the Act.
- 1.41** "Local Exchange Carrier" or "LEC" means any carrier that provides facility-based Exchange Services utilizing a switch it owns or substantially controls in conjunction with unique central office codes assigned directly to that carrier; this includes the Parties to this Agreement.
- 1.42** "Local Traffic" refers to calls between two or more Exchange service users where both Exchange Services bear NPA-NXX designations associated with the same local calling area of the incumbent LEC or other authorized area (e.g., Extended Area Service Zones in adjacent local calling areas). Local traffic includes the traffic types that have been traditionally referred to as "local calling" and as "extended area service (EAS)." In no event shall the Local Traffic area for purposes of local call termination billing between the parties ever be decreased.
- 1.43** "Number Portability" As Defined in the Act or "LTNP" provides 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.

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**1.44** "Local Loop Transmission" or "Loop" is a component of an Exchange Service; for purposes of general illustration, the "Loop" 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 a GTE end office wire center, to a demarcation or connector block in/at a customer's premises. Traditionally, Loops were provisioned as 2-wire or 4-wire copper pairs running from the end office distribution frame to the customer premise; however, a Loop may be provided via other media, including radio frequencies, as a channel on a high capacity feeder/distribution facility which may in turn be distributed from a node location to the customer premise via a copper or coax drop facility, etc. Loops fall into the following categories:

- a) "2-wire analog voice grade Loops" will support analog transmission of 300-3000 Hz, repeat loop start, loop reverse battery, 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 Loop is commonly used for local dial tone service.
- b) "4-wire Analog Voice Grade Loops" which support the transmission of voice grade signals using separate transmit and receive paths and terminates in a 4-wire electrical interface.
- c) "2-wire ISDN digital grade Loops" 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.
- d) "2-Wire ADSL-Compatible Loop" is a transmission path which facilitates the transmission of up to a 6 Mbps digital signal downstream (toward the Customer) and up to a 640 Kbps digital signal upstream (away from the Customer) while simultaneously carrying an analog voice signal. An ADSL-Compatible Loop is provided over a 2-Wire non-loaded twisted copper pair provisioned using revised resistance design guidelines and meeting ANSI Standard T1.413-1995-007R2. An ADSL Loop terminates in a 2-wire electrical interface at the customer premises and at the GTE Central Office frame. ADSL technology can only be deployed over loops which extend less than 18 Kft. from



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GTE's Central Office. These ADSL compatible loops are only available where existing copper facilities can meet the ANSI T1.413-1995-007R2 specifications.

- e) "2-Wire HDSL-Compatible Loop" is a transmission path which facilitates the transmission of a 768 Kbps digital signal over a 2-Wire non-loaded twisted copper pair meeting the specifications in ANSI T1E1 Committee Technical Report Number 28. HDSL compatible loops are available only where existing copper facilities can meet the T1E1 Technical Report Number 28 specifications.
  - f) "4-Wire HDSL-Compatible Loop" is a transmission path which facilitates the transmission of a 1.544 Mbps digital signal over two 2-Wire non-loaded twisted copper pairs meeting the specifications in ANSI T1E1 Committee Technical Report Number 28. HDSL compatible Loops are available only where existing copper facilities can meet the specifications.
  - g) "4-wire DS-1 digital grade Loops" 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.
- 1.45 "Losses" means any and all losses, costs (including court costs), claims, damages (including fines, penalties, and criminal or civil judgments and settlements), injuries, liabilities and expenses (including attorney fees).
- 1.46 "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.
- 1.47 "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.



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- 1:48 "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, establishes methods for processing orders for access service which is to be provided by two or more LECs.
- 1.49 "Meet-Point Billing" or "MPB" refers to the billing arrangement for the interconnection of facilities between two or more LECs for the routing of traffic to and from another interexchange carrier.
- 1.50 "Mid-Fiber Meet" is an interconnection architecture method whereby two carriers meet at a fiber splice in a junction box.
- 1.51 "Multiple Bill/Single Tariff" as defined by the industry's MECAB document, means the meet-point billing method where each LEC prepares and renders its own meet point bill in accordance with its own tariff for the portion of the jointly-provided Switched Access Service which the LEC provides. Sometimes erroneously referred to as "Multiple Bill/Multiple Tariff" method.
- 1.52 "Network Element" is As Defined in the Act.
- 1.53 "North American Numbering Plan" or "NANP" means the numbering plan used in the United States that also serves Canada, Bermuda, Puerto Rico and certain Caribbean Islands. The NANP format is a 10-digit number that consists of a 3-digit NPA code (commonly referred to as the area code), followed by a 3-digit NXX code and 4-digit line number.
- 1.54 "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

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- specialized telecommunications service which may be provided across multiple geographic NPA areas; 800, 900, 700, and 888 are examples of Non-Geographic NPAs.
- 1.55 "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.
- 1.56 "Party" means either GTE or MFS, and "Parties" means GTE and MFS.
- 1.57 "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.
- 1.58 "Port Element" or "Port" is a component of an Exchange Service; for purposes of general illustration, the "Port" 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.
- 1.59 "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, for the purpose of billing to end users, distance-sensitive 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.

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

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- GTE rate center area. If MFS receives permission from the Commission to vary its rate centers from GTE, MFS and GTE will develop a toll default compensation mechanism that appropriately compensates each party for terminating the other party's calls when the jurisdictional call type can not be properly identified.
- 1.60 "Rating Point" or "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. The Rating Point is also used to calculate mileage measurements for the distance-sensitive transport element charges of Switched Access Services. 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 Interconnection Wire Center numeric A-Z or 0-9. The Rating Point/Routing Point must be located within the LATA in which the corresponding NPA-NXX is located. However Rating Point/Routing Point associated with each NPA-NXX need not be the same as the corresponding Rate Center Point, nor must it be located within the corresponding Rate Center Area, nor must there be a unique and separate Rating Point corresponding to each unique and separate Rate Center.
- 1.60 "Reciprocal Compensation" is As Described in the Act, and refers to the payment arrangements that recover costs incurred for the transport and termination of Telecommunications originating on one Party's network and terminating on the other Party's network.
- 1.61 "Service Control Point" or "SCP" is the node in the common channel 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 a Service Switching Point ("SSP"), performs subscriber or application-specific service logic and then sends instructions back to the SSP on how to continue call processing.
- 1.62 "Signaling End Point" or "SEP" is a signaling point, other than an STP, which serves as a source or a repository for CCIS messages.

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- 1.63 "Signal Transfer Point" or "STP" performs a packet switching function that routes signaling messages among Service Switching Points ("SSP"), Service Control Points ("SCP"), Signaling Points ("SP"), and other STPs in order to set up calls and to query databases for advanced services.
- 1.64 "Switched Access Detail Usage Data" means a category 1101XX record as defined in the EMR Bellcore Practice BR 010-200-010.
- 1.65 "Switched Access Summary Usage Data" means a category 1150XX record as defined in the EMR Bellcore Practice BR 010-200-010.
- 1.66 "Switched Exchange Access Service" means the offering of transmission or switching services to Telecommunications Carriers for the purpose of the origination or termination of Telephone Toll Service. Switched Exchange Access Services include: Feature Group A, Feature Group B, Feature Group D, 800/888 access, and 900 access and their successors or similar Switched Exchange Access services.
- 1.67 "Synchronous Optical Network" or "SONET" is an optical interface standard that allows interworking of transmission products from multiple vendors (i.e. mid-span meets). The base rate is 51.84 Mbps (OC-1/STS-1) and higher rates are direct multiples of the base rate, up to 13.22 Gpbs.
- 1.68 "Technically Feasible Point" is As Described in the Act.
- 1.69 "Telecommunications" is As Defined in the Act.
- 1.70 "Telecommunications Act" refers to the Telecommunications Act of 1996 and any rules and regulations promulgated thereunder.
- 1.71 "Telecommunications Carrier" is As Defined in the Act.
- 1.72 "Telecommunications Service" is As Defined in the Act.
- 1.73 "Telephone Exchange Service" is As Defined in the Act.
- 1.74 "Telephone Toll Service" is As Defined in the Act.
- 1.75 "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

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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.

1.76 "Unbundled Element Bona Fide Request" means the process described on Exhibit 14.0 that prescribes the terms and conditions relating to a Party's request that the other Party provide a unbundled Element or other service, function or product not otherwise provided by the terms of this Agreement.

1.77 "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.

## **2.0 INTERPRETATION AND CONSTRUCTION**

All references to Sections and Exhibits shall be deemed to be references to Sections of, and Exhibits to, this Agreement unless the context shall otherwise require. The headings of the Sections and the terms defined in Exhibit 1.0 are inserted for convenience of reference only and are not intended to be a part of or to affect the meaning or interpretation of this Agreement. Unless the context shall otherwise require, any reference to any agreement, other instrument (including GTE or other third party offerings, guides or practices), statute, regulation, rule or tariff is to such agreement, instrument, statute, regulation, rule or tariff as amended and supplemented from time to time (and, in the case of a statute, regulation, rule or tariff, to any successor provision).

## **3.0 IMPLEMENTATION SCHEDULE AND INTERCONNECTION ACTIVATION DATES**

Subject to the terms and conditions of this Agreement, Interconnection of the Parties' facilities and equipment pursuant to Section 4.0 for the transmission and routing of Telephone Exchange Service traffic and Exchange Access traffic shall be established on or before the corresponding "Interconnection Activation Date" shown for each such LATA on Exhibit 2.0. Exhibit 2.0 may be revised and supplemented from time to time upon the mutual agreement of the Parties to reflect the Interconnection of additional LATAs pursuant to Section 4.5 by attaching one or more supplementary schedules to such schedule.



**4.0 NETWORK INTERCONNECTION ARCHITECTURE PURSUANT TO SECTION 251(c)(2)**

**4.1 Scope**

Section 4.0 describes the physical architecture for Interconnection of the Parties' facilities and equipment for the transmission and routing of Telephone Exchange Service traffic and Exchange Access traffic pursuant to Section 251(c)(2) of the Act. Sections 5.0 and 6.0 prescribe the specific logical trunk groups (and traffic routing parameters) which will be configured over the physical connections described in this Section 4.0 related to the transmission and routing of Telephone Exchange Service traffic and Exchange Access traffic, respectively. Other trunk groups, as described in this Agreement, may be configured using this architecture.

**4.1.1** In each LATA identified below and in Exhibit 3.0 to this Agreement, the correspondingly identified GTE and MFS wire centers shall serve as the MFS Interconnection Wire Center Point ("MIWC") and GTE Interconnection Wire Center Point ("GIWC"), respectively, at which GTE and MFS will initially interconnect their respective networks for inter-operability within that LATA.

**4.1.2** MFS shall interconnect to GIWC trunk circuits at GTE pursuant to Sections 4.0, 5.0, 6.0, and 7.0 of this Agreement, respectively. MFS shall interconnect to the GTE 911 tandem either via its own facilities or any certificated carriers' facilities. GTE shall initially interconnect to logically and diversely routed MIWC trunk circuits from GTE's GIWCs to MFS' MIWC, pursuant to Sections 4.0, 5.0, 6.0, and 7.0 of this Agreement. MFS shall interconnect to MPB trunk circuits at GTE's GIWC identified in Exhibit 4.0, Section G. The agreed Interim Alternative Physical Architecture that will be used is described within this section and depicted in Exhibit 6.0.

**4.2 Physical Architecture**

In each LATA identified on Exhibit 7.0, MFS and GTE shall jointly engineer and operate a single Synchronous Optical Network ("SONET") transmission system by which they shall interconnect



their networks for the transmission and routing of Telephone Exchange Service traffic and Exchange Access traffic pursuant to Section 251(c)(2) of the Act. Unless otherwise mutually agreed, this SONET transmission system shall be configured as illustrated in Exhibit 7.0 and engineered, installed, and maintained as described in this Section 4.0 and in the Joint Grooming Plan (as defined in Section 8.0).

- 4.2.1** The Parties shall jointly determine and agree upon the specific Optical Line Terminating Multiplexor ("OLTM") equipment to be utilized at each end of the SONET transmission system. If the Parties cannot agree on the OLTM, the following decision criteria shall apply to the selection of the OLTM:
- a) First, the type of OLTM equipment utilized by both Parties within the LATA. Where more than one type of OLTM equipment is used in common by the Parties within the LATA, the Parties shall choose from among the common types of OLTM equipment according to the method described in subsection c) below;
  - b) Second, the type of OLTM equipment utilized by both Parties anywhere outside the LATA. Where more than one type of OLTM equipment is used in common by the Parties outside the LATA, the Parties shall choose from among the common types of OLTM equipment according to the method described in subsection c) below; and
  - c) Third, the Party first selecting the OLTM equipment shall be determined by lot and the choice to select such OLTM equipment shall thereafter alternate between the Parties.
- 4.2.2** GTE shall, wholly at its own expense, procure, install and maintain the agreed upon OLTM equipment in the GTE Interconnection Wire Center ("GIWC") identified for each LATA set forth in "Exhibit 3.0" in capacity sufficient to provision and maintain all logical trunk groups prescribed by Sections 5.0, 6.0, and 7.0.
- 4.2.3** MFS shall, wholly at its own expense, procure, install and maintain the agreed upon OLTM equipment in the

MFS Interconnection Wire Center ("MIWC") identified for that LATA in "Exhibit 3.0" in capacity sufficient to provision and maintain all logical trunk groups prescribed by Sections 5.0, 6.0, and 7.0.

- 4.2.4 GTE shall designate a manhole or other suitable entry-way immediately outside the GIWC as a Fiber-Meet entry point, and shall make all necessary preparations to receive, and to allow and enable MFS to deliver, fiber optic facilities into that manhole with sufficient spare length to reach the OLTM equipment in the GIWC. MFS shall deliver and maintain such strands wholly at its own expense.
- 4.2.5 MFS shall designate a manhole or other suitable entry-way immediately outside the MIWC as a Fiber-Meet entry point, and shall make all necessary preparations to receive, and to allow and enable GTE to deliver, fiber optic facilities into that manhole with sufficient spare length to reach the OLTM equipment in the MIWC. GTE shall deliver and maintain such strands wholly at its own expense.
- 4.2.6 MFS shall pull the fiber optic strands from the MFS-designated manhole/entry-way into the MIWC and through appropriate internal conduits MFS utilizes for fiber optic facilities and shall connect the GTE strands to the OLTM equipment MFS has installed in the MIWC.
- 4.2.7 GTE shall pull the fiber optic strands from the GTE-designated manhole/entry-way into the GIWC and through appropriate internal conduits GTE utilizes for fiber optic facilities and shall connect the MFS strands to the OLTM equipment GTE has installed in the GIWC.
- 4.2.8 Each Party shall use its best efforts to ensure that fiber received from the other Party will enter the Party's Wire Center through a point separate from that which the Party's own fiber exited.
- 4.2.9 The Parties shall jointly coordinate and undertake maintenance of the SONET transmission system. Each Party shall be responsible for maintaining the

components of the SONET transmission system as illustrated on Exhibit 7.0.

**4.3 Interim Alternative Physical Architecture**

**4.3.1** Either Party may unilaterally elect, by providing notice to the other Party not less than seventy-five (75) days in advance of an applicable Interconnection Activation Date, to interconnect on or before such Interconnection Activation Date via an electrical DS3 (or multiples hereof) interface instead of the SONET transmission system for an interim period (the "Interim Period") not to exceed one-hundred and eighty (180) days after the Interconnection Activation Date.

**4.3.2** The Party which did not elect such alternative architecture shall have the option of specifying that such alternative architecture shall occur over a Collocation at either Party's premises in accordance with Section 12.0 or any other arrangement to which the Parties may agree.

**4.3.3** During any Interim Period, specific logical trunk groups (and traffic routing parameters) will be configured over the alternate physical architecture for transmission and routing of Telephone Exchange Service traffic and for transmission and routing of Exchange Access traffic pursuant to Sections 5.0 and 6.0, respectively.

**4.3.4** During any Interim Period, neither Party shall charge the other Party for Collocation Cross Connection for trunk groups delivered via Collocation.

**4.3.5** Unless otherwise mutually agreed, the Parties shall transition to a SONET transmission system for the applicable LATA pursuant to Section 4.2 no later than the last day of the Interim Period.

**4.4 Technical Specifications**

**4.4.1** MFS and GTE shall work cooperatively to install and maintain a reliable network. MFS and GTE shall exchange appropriate information (e.g., maintenance contact numbers, network information, information required to comply with law enforcement and other

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security agencies of the Government and such other information as the Parties shall mutually agree) to achieve this desired reliability.

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

**4.5 Interconnection In Additional LATAs**

**4.5.1** If MFS determines to offer Telephone Exchange Services in any other LATA in which GTE also offers Telephone Exchange Services, MFS shall provide written notice to GTE of the need to establish Interconnection in such LATA pursuant to this Agreement.

**4.5.2** The notice provided in Section 4.5.1 shall include (i) the initial Routing Point MFS has designated in the new LATA; (ii) MFS' requested Interconnection Activation Date; and (iii) a non-binding forecast of MFS' trunking requirements.

**4.5.3** Unless otherwise agreed by the Parties, the Parties shall designate the Wire Center MFS has identified as its initial Routing Point in the LATA as the MIWC in that LATA and shall designate the GTE Tandem Office Wire Center within the LATA nearest to the MIWC (as measured in airline miles utilizing the V&H coordinates method) as the GIWC in that LATA.

**4.5.4** Unless otherwise agreed by the Parties, the Interconnection Activation Date in each new LATA shall be the earlier of (i) the date mutually agreed by the Parties and (ii) the date that is one-hundred fifty (150) days after the date on which MFS delivered notice to GTE pursuant to Section 4.5.1. Within ten (10) business days of GTE's receipt of MFS' notice, GTE and MFS shall confirm the GIWC, the MIWC and the Interconnection Activation Date for the new LATA by attaching a supplementary schedule to Exhibits 2.0 and 3.0.

**5.0 TRANSMISSION AND ROUTING OF TELEPHONE EXCHANGE SERVICE TRAFFIC PURSUANT TO SECTION 251(c)(2)**

**5.1 Scope**

Section 5.0 prescribes parameters for trunk groups (the "Local/IntraLATA Trunks") to be effected over the interconnections specified in Section 4.0 for the transmission and routing of Local Traffic and IntraLATA Toll Traffic between the Parties' respective Telephone Exchange Service Customers and where such traffic is not presubscribed for carriage by a third-party carrier.

**5.2 Trunk Connectivity**

The Parties shall reciprocally terminate Local/intraLATA Traffic, BLV/BLVI Traffic, and Information Services Traffic originating on each other's networks. The Parties shall jointly engineer and configure Local/IntraLATA Trunks over the physical interconnection arrangements as follows:

- 5.2.1** GTE shall make available to MFS at the GIWC, trunk connections over which MFS may terminate traffic as described herein. These trunk connections shall be subsequently referred to as "GIWC trunks."
- 5.2.2** MFS shall make available to GTE at the MIWC, trunk connections over which GTE may terminate traffic as described herein. These trunk connections shall be subsequently referred to as "MIWC trunks".
- 5.2.3** GIWC and MIWC trunk connections shall be made at a DS-1 or multiple DS-1 level, or DS-3 level, including SONET, and shall be engineered to an objective P.01 grade of service. The ordering of the trunks associated with these trunking arrangements will be via industry accepted format/specifications.
- 5.2.4** Initial GIWC trunks will be configured in a manner as depicted in Exhibit 6.0. MFS shall deliver all end user to end user local and intraLATA traffic within the LATA to each GTE GIWC identified in Exhibit 3.0. Pursuant to the Joint Interconnection Grooming Plan prescribed in Section 8.0 below, appropriate numbers of GIWC trunks shall be separated into segregated



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GIWC trunk groups. Each segregated GIWC trunk group shall be configured as a direct trunk group connection from a specific end office or tandem switch in MFS' network, to a specific end office or tandem switch in GTE's network. When segregated trunk groups are established under the Joint Grooming Plan, then pursuant to MFS' sole preference, GTE will make available, and MFS will interconnect to each subsequently segregated GIWC trunk group at: (1) the GIWC; (2) the wire center housing the GTE switch to which the segregated GIWC trunk group is terminated; or (3) any GTE wire center which is designated as a serving wire center for access purposes, where the distance between such wire center and the wire center housing the GTE switch to which the segregated GIWC trunk group is terminated, is no greater than the distance between the GIWC and the wire center housing the GTE switch to which the segregated GIWC trunk group is terminated. Where MFS interconnects to GIWC trunk groups at points other than the GIWC, interconnection shall occur under same terms as specified for interconnection at the GIWC in Section 4.0 of this Agreement. The initial network interconnection to be implemented is depicted and more fully described in the attached Exhibit 6.0.

- 5.2.5 Initial MIWC trunks will be configured in a manner as depicted in Exhibit 6.0. GTE shall deliver all end user to end user local and intraLATA traffic within the LATA to each MFS MIWC identified in Exhibit 3.0. Pursuant to the Joint Grooming Plan prescribed in Section 8.0 below, appropriate numbers of MIWC trunks shall be separated into segregated MIWC trunk groups. Each segregated MIWC trunk group shall be configured as a direct trunk group connection from a specific end office or tandem switch in GTE's network, to a specific end office or tandem switch in MFS' network. When segregated trunk groups are established under the Joint Grooming Plan, then pursuant to GTE's sole preference, MFS will make available, and GTE will interconnect to each subsequently segregated MIWC trunk group at: (1) the MIWC; (2) the wire center housing the MFS switch to which the segregated MIWC trunk group is terminated; or (3) any MFS wire center which is



designated as a serving wire center for access purposes, where the distance between such wire center and the wire center housing the MFS switch to which the segregated MIWC trunk group is terminated, is no greater than the distance between the MIWC and the wire center housing the MFS switch to which the segregated MIWC trunk group is terminated. Where GTE interconnects to MIWC trunk groups at points other than the MIWC, interconnection shall occur under the same terms as specified for interconnection at the MIWC in Section 4.0 of this Agreement. The initial network interconnection to be implemented is depicted and more fully described in the attached Exhibit 6.0.

**5.3 Trunk Group Architecture and Traffic Routing**

The Parties shall jointly engineer and configure Local/IntraLATA Trunks over the physical Interconnection arrangements. The Parties shall initially configure a separate two-way trunk group as a direct transmission path between each MFS MIWC and each GTE GIWC.

**5.4 Interim Use of 1-Way Trunks**

Either Party may unilaterally elect, by providing notice to the other Party not less than seventy-five (75) days in advance of an applicable Interconnection Activation Date, to employ 1-way trunk groups for an interim period (the "1-Way Trunk Period") not to exceed one hundred and twenty (120) days after the Interconnection Activation Date; provided that the Parties transition all 1-way trunks established under this Section 5 to 2-way trunks on or before the last day of such 1-Way Trunk Period.

**5.5 Signaling**

**5.5.1** The Parties will provide Common Channel Signaling (CCS) to one another, where and as available, in conjunction with all GIWC and MIWC trunk groups. LECs 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, to the extent each

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carrier offers such features and functions to its own end users. All CCS signaling parameters will be provided, including calling party number (CPN), originating line information (OLI) calling party category, charge number, etc. All privacy indicators will be honored. Network signaling 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 signaling with ANI will be forwarded. In addition, the Parties shall also establish special GIWC and MIWC trunk groups as needed to allow for ISDN inter-operability utilizing the B8ZS ESF protocol for 64 Kbps clear channel transmission.

**5.5.2** The Parties shall establish company-wide CCS interconnections STP-to-STP. Such interconnections shall be made at the MIWC and GIWC, and other points, as necessary and as jointly agreed to by the parties. During the term of this Agreement neither party shall charge the other Party additional usage-sensitive rates for SS7 queries made for Local Traffic.

**5.6 Grades of Service**

The Parties shall initially engineer and shall jointly monitor and enhance all trunk groups consistent with the Joint Grooming Plan.

**5.7 Measurement and Billing**

**5.7.1** For billing purposes, each Party shall pass Calling Party Number (CPN) information on each call carried over the Local/IntraLATA Trunks. All calls exchanged without CPN information shall be billed as either Local Traffic or IntraLATA Toll Traffic (switched access) in direct proportion to the minutes of use of calls exchanged with CPN information (including INP ported calls).

**5.7.2** Measurement of billing minutes of use for traffic exchanged pursuant to this Section 5.0 shall be in actual conversation seconds. The total conversation

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seconds per chargeable traffic type over each individual trunk group will be totaled for the entire monthly bill-round and then rounded to the next whole minute.

**5.7.3** FGD charges for intraLATA traffic carried together with Local Traffic over a combined trunk group shall be calculated as follows:

a) FGD charges for intraLATA traffic shall be applied as if the GIWC is the serving wire center for the FGD service.

b) IntraLATA traffic which would otherwise be subject to originating FGD charges will be rated and billed according to procedures which otherwise apply for the rating and billing of originating FGD traffic.

c) IntraLATA traffic which would otherwise be subject to terminating FGD charges will be rated and billed according to the procedures which otherwise apply for the rating and billing of terminating FGD traffic, with the following modifications:

(1) The calculation, reporting and application of the terminating percentage interstate usage (PIU) will be performed as it is defined in each parties access tariffs (the sum of the interstate percentage and the intrastate percentage should equal 100%).

(2) The percentage of local usage (PLU) factor should be calculated by dividing the Local Traffic by the total Local Traffic and intraLATA intrastate traffic (the sum of the Local Traffic percentage and the intraLATA intrastate percentage should equal 100%). The Local Traffic percentage will be applied to the terminating intrastate traffic to determine the terminating Local Traffic usage.

- (3) The reporting of the PLU factor should follow the same guidelines as defined for PIUs.

**5.8 Reciprocal Compensation Arrangements**

The Parties shall compensate one another for the provision of traffic exchange arrangements pursuant to this Section 5.0, only as set forth herein.

- 5.8.1** Reciprocal Compensation applies for transport and termination of Local Traffic (including EAS and EAS-like traffic) billable by GTE or MFS which a Telephone Exchange Service Customer originates on GTE's or MFS' network for termination on the other Party's network.
- 5.8.2** The Parties shall compensate each other for transport and termination of Local Traffic at a single identical, reciprocal, and equal rate, billed in actual conversation seconds, provided in Exhibit 8.0.
- 5.8.3** The Reciprocal Compensation arrangements set forth in this Agreement are not applicable to Switched Exchange Access Service. All Switched Exchange Access Service and all IntraLATA Toll Traffic shall continue to be governed by the terms and conditions of the applicable federal and state tariffs.
- 5.8.4** Each Party shall charge the other Party its effective tariffed intraLATA FGD switched access rates for the transport and termination of all IntraLATA Toll Traffic.
- 5.8.5** Compensation for transport and termination of all traffic which has been subject to performance of INP by one Party for the other Party pursuant to Section 13.0 shall be compensated per the following:
- a) Compensation for INP calls between MFS and GTE for all traffic, including forwarded interexchange carrier calls, will be compensated at reciprocal compensation charges (Section 5.8.2) and Switched Access charges (pursuant to each carrier's respective access tariffs, Sections 5.8.3 and 5.8.4), for local, including

EAS traffic, intraLATA switched access, interLATA interstate and intrastate traffic, respectively, shall be compensated as if the caller had directly dialed the new telephone number.

- b) In INP arrangements, in order to effect this pass-through of reciprocal compensation and Switched Access charges to which each carrier would otherwise have been entitled if the ported traffic had been directly dialed to the new number, each carrier will be required to classify and include ported traffic in its quarterly percentage of use reports as subscriber, intrastate intraLATA, intrastate interLATA, or interstate interLATA. The quarterly filed percentage of use reports will be applied on a monthly basis against the total minutes billed for the month to approximate INP billed revenues.

**6.0 TRANSMISSION AND ROUTING OF EXCHANGE ACCESS TRAFFIC PURSUANT TO 251(c)(2)**

**6.1 Scope**

Section 6.0 prescribes parameters for certain trunk groups ("Access Toll Connecting Trunks") to be established over the Interconnections specified in Section 4.0 for the transmission and routing of Exchange Access traffic between MFS Telephone Exchange Service Customers and Interexchange Carriers.

**6.2 Trunk Group Architecture and Traffic Routing**

**6.2.1** The Parties shall jointly establish Access Toll connecting Trunks by which they will jointly provide tandem-transported Switched Exchange Access Services to Interexchange Carriers to enable such Interexchange Carriers to originate and terminate traffic from/to MFS' Customers.

**6.2.2** Access Toll Connecting Trunks shall be used solely for the transmission and routing of Exchange Access to allow MFS' Customers to connect to or be connected to the interexchange trunks of any Interexchange Carrier which is connected to an GTE Access Tandem.

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6.2.3 The Access Toll Connecting Trunks shall be two-way trunks connecting an End Office Switch MFS utilizes to provide Telephone Exchange Service and Switched Exchange Access in a given LATA to an Access Tandem Switch GTE utilizes to provide Exchange Access in such LATA.

6.2.4 The Parties shall jointly determine which GTE access Tandem(s) will be sub-tended by each MFS End Office Switch. Except as otherwise agreed by the Parties, GTE shall allow each MFS End Office Switch to sub-tend the access Tandem nearest to the Routing Point associated with the NXX codes assigned to that End Office Switch and shall not require that a single MFS End Office Switch sub-tend multiple access Tandems, even in those cases where such End Office Switch serves multiple Rate Centers.

**6.3 Meet-Point Billing Arrangements**

Meet-Point Billing arrangements between the Parties for jointly provided Switched Exchange Access Services on Access Toll Connecting Trunks will be governed by the terms and conditions of the Agreement For Switched Access Meet Point Billing and shall be billed at each Party's applicable switched access rates.

6.3.1 MFS and GTE will establish meet-point billing ("MPB") arrangements in order to provide a common transport option to Switched Access Services customers<sup>1</sup> 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, and in Exhibit 4.0 and Exhibit 5.0. The arrangements described in this Section 6.0 and in Exhibits 4.0 and 5.0 are intended to be used to provide Switched Access Service that originates and/or terminates on an MFS-provided Exchange Service where the transport component of the Switched Access Service is routed through an GTE-provided tandem switch.

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<sup>1</sup> Including any future GTE separate interexchange subsidiaries.



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- 6.3.2 In each LATA identified in Exhibit 3.0 to this Agreement, the Parties shall establish MPB arrangements between the correspondingly identified Rating Point/Access Tandem pairs.
- 6.3.3 Interconnection for the MPB arrangement shall occur at the GTE GIWC, identified in Exhibit 4.0, Section G, unless otherwise agreed to by the Parties.
- 6.3.4 Common channel signaling ("CCS") shall be utilized in conjunction with meet-point billing arrangements to the extent such signaling is resident in the GTE access tandem switch.
- 6.3.5 MFS and GTE will use their best reasonable efforts, individually and collectively, to maintain provisions within the National Exchange Carrier Association ("NECA") Tariff No. 4, or any successor tariff, sufficient to reflect the MPB arrangements between the parties, including Exhibit 5.0.
- 6.3.6 Each party shall implement the "Multiple Bill/Single Tariff" option in order to bill an IXC for the portion of the jointly provided telecommunications service provided by that Party. For all traffic carried over the MPB arrangement, each party shall only bill the rate elements identified for it in Exhibit 5.0. For transport elements subject to billing percentages, each Party shall utilize the billing percentages as filed in NECA Tariff No. 4, or any successor tariff. The MPB percentages for each route shall be calculated according to one of the three methods identified in the MECAB document, and the parties agree to work cooperatively to establish percentages as necessary. The actual rate values for each element shall be the rates contained in that Party's own effective Federal and State access tariffs. The Parties shall utilize a monthly billing period for meet-point billing.
- 6.3.7 GTE shall provide to MFS the billing name, billing address, and CIC of the IXCs in order to comply with the MPB Notification process as outlined in the MECAB document and pursuant to OBF guidelines.

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- 6.3.8 Access usage data will be exchanged between the parties in a manner acceptable to both parties. If access usage data is not processed and delivered by either Party as agreed and in turn such other Party is unable to bill the IXC, the delivering Party will be held liable for the amount of lost billing.
- 6.3.9 The parties agree that further discussion is required regarding a "Single Bill" option for the delivery of a single consolidated billing statement each month.
- 6.3.10 In the event errors are discovered by MFS, the IXC or GTE, both GTE and MFS agree to provide the other Party with notification of any discovered errors within two (2) business days of the discovery. In the event of a loss of data, both Parties shall cooperate to reconstruct the lost data and if such reconstruction is not possible, shall accept a reasonable estimate of the lost data based upon three (3) to twelve (12) months of prior usage data. Errors that are discovered by the IXC or billing disputes that originate from the IXC will be handled by the parties in accordance with the MECAB document.
- 6.3.11 Either Party may request a review or audit of the various components of access recording. Such review or audit shall be conducted subject to confidentiality protection.
- 6.3.12 The Parties shall not charge one another for the services rendered or information provided pursuant to this Section 6.0 of this Agreement.
- 6.3.13 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.

**7.0 TRANSPORT AND TERMINATION OF OTHER TYPES OF TRAFFIC**

**7.1 Information Services Traffic**

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- 7.1.1 Each Party shall route Information Service Traffic which originates on its own network to the appropriate information services platform(s) connected to the other Party's network over the Local/IntraLATA Trunks.
- 7.1.2 The Party ("Originating Party") on whose network the Information Services Traffic originated shall provide an electronic file transfer or monthly magnetic tape containing recorded call detail information to the Party ("Terminating Party") to whose information platform the Information Services Traffic terminated.
- 7.1.3 The Terminating Party shall provide to the Originating Party via Electronic file transfer or magnetic tape all necessary information to rate the Information Services Traffic to the Originating Party's Customers pursuant to the Terminating Party's agreements with each information provider.
- 7.1.4 The Originating Party shall bill and collect such information provider charges and remit the amounts collected to the Terminating Party less:
- a) The Information Services Billing and Collection fee set forth in Exhibit 9.0; and
  - b) An uncollectibles reserve calculated based on the uncollectibles reserve in the Terminating Party's billing and collection agreement with the applicable information provider; and
  - c) Customer adjustments provided by the Originating Party.

The Originating Party shall provide to the Terminating Party sufficient information regarding uncollectibles and Customer adjustments.

The Terminating Party shall pass through the adjustments to the information provider. However, if the information provider disputes such adjustments and refuses to accept such adjustments, the Originating Party shall reimburse the Terminating Party for all such disputed adjustments. Final resolution regarding all

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disputed adjustments shall be solely between the Originating Party and the information provider.

7.1.5 Nothing in this Agreement shall restrict either Party from offering to its Exchange Service Customers the ability to block the completion of Information Service Traffic.

**7.2 BLV/BLVI Traffic**

For BLV/BLVI Traffic, each Party's operator bureau shall accept BLV/BLVI inquiries from the operator bureau of the other Party, in order to allow transparent provision of Busy Line Verification ("BLV") and Busy Line Verification and Interrupt ("BLVI") services between their networks. MFS shall route BLV and BLVI inquiries to GTE's operator bureau over the appropriate GIWC trunks within the LATA. GTE shall route BLV and BLVI inquiries to MFS' operator bureau over the appropriate MIWC trunks within the LATA. Each Party shall compensate the other Party for BLV and BLVI inquiries according to the effective GTE rates identified and attached in Exhibit 10.0, and will be reflect future tariff changes.

**7.3 Transit Function**

- 7.3.1** GTE agrees that it shall provide Transit Function to MFS on the terms and conditions set forth in this Section 7.3.
- 7.3.2** "Transit Function" means the delivery of certain traffic between MFS and a third party LEC by GTE over the Local/IntraLATA Trunks. The following traffic types will be delivered: (i) Local Traffic originated from MFS to such third party LEC and (ii) IntraLATA Toll Traffic originated from such third party LEC and terminated to MFS.
- 7.3.3** While the Parties agree that it is the responsibility of each third party LEC to enter into arrangements to deliver Local Traffic to MFS, they acknowledge that such arrangements are not currently in place and an interim arrangement is necessary to ensure traffic completion. Nothing in this provision shall prohibit either Party from establishing other financial arrangements for this transit traffic with the other LECs from/to whose network such traffic ultimately originates or terminates. It is acknowledged by both parties that the terminating carrier should receive compensation with either the intermediary carrier providing a billing clearinghouse function for these calls or the originating and terminating carrier compensating each other directly.
- 7.3.4** GTE expects that all networks involved in transit traffic will deliver each call to each involved network with CCIS and the appropriate Transactional Capabilities Application Part ("TCAP") message to facilitate full interoperability and billing functions. In all cases, MFS is responsible to follow the Exchange Message Record ("EMR") standard and exchange records with both GTE and the terminating LEC to facilitate the billing process to the originating network.
- 7.3.5** For purposes of this Section 7.3, GTE agrees that it shall make available to MFS, at MFS' sole option, any transiting arrangement GTE offers to another LEC at the same rates, terms and conditions provided to such other LEC.

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-       **7.3.6**   Where MFS routes Local Traffic, BLV/BLVI Traffic, or Information Services Traffic to other LECs via the GIWC trunks (or a subsequently consolidated two-way trunk group pursuant to the Joint Grooming Plan prescribed in Section 8.0), MFS shall pay GTE only a single per minute of use charge, billed in actual conversation seconds, as identified in Exhibit 11.0.

Where GTE routes Local Traffic, BLV/BLVI Traffic, or Information Services Traffic originated from another to MFS via the MIWC trunks (or a subsequently consolidated two-way trunk group pursuant to the Joint Grooming Plan prescribed in Section 8.0), neither party shall apply a transiting charge to the other.

**8.0       JOINT GROOMING PLAN AND INSTALLATION, MAINTENANCE, TESTING AND REPAIR**

**8.1       Joint Grooming Plan**

On or before December 1, 1996, MFS and GTE will jointly develop and agree on a Joint Interconnection Grooming Plan which shall define and detail, inter alia, prescribing standards to ensure that GIWC and MIWC trunk groups experience a consistent P.01 or better grade of service, and other appropriate, relevant industry-accepted quality, reliability and availability standards. Such plan shall also include mutually-agreed upon default standards for the configuration of segregated GIWC trunk groups and segregated MIWC trunk groups. Such plan shall also include mutually agreed upon default standards for the efficient, timely and secure conversion of a pair of GIWC and MIWC trunk groups between the same two switching entities into a single, consolidated trunk group for the two-way transmission of traffic between those switching entities. In addition, the plan shall also include standards and procedures for notification of trunk disconnections and discoveries of trunk disconnections. The plan shall include definitive parameters which define under what circumstances the parties may transition all trunk groups to two-way trunk groups. The Parties will use their best collective good faith efforts to complete and agree on such plan within 90 days following execution of this Agreement. Furthermore, the plan should include maintenance of the SONET transmission system, disaster recovery provision escalations, and such other matters as the Parties may agree.



**8.2 Installation, Maintenance, Testing, and Repair**

Unless otherwise identified within the Agreement or mutually agreed, GTE's standard intervals for Feature Group D Exchange Access Services will be used for interconnection. MFS shall meet the same intervals for comparable installations, maintenance, joint testing, and repair of its facilities and services associated with or used in conjunction with Interconnection or shall notify GTE of its inability to do so and will negotiate such intervals in good faith.

**9.0 UNBUNDLED ACCESS -- SECTIONS 251(c)(3) and 271**

**9.1 Local Loop Transmission Types**

Subject to Section 9.4, GTE shall allow MFS to access the following Loop types (in addition to those Loops available under applicable tariffs) unbundled from local switching and local transport in accordance with the terms and conditions set forth in this Section 9.1 (loop start and ground start functionality shall be made available):

- 9.1.1 "2-Wire Analog Voice Grade Loops" or "Analog 2W" which support analog transmission of 300-3000 Hz, repeat loop start, loop reverse battery, or ground start seizure and disconnect in one direction (toward the End Office Switch), and repeat ringing in the other direction (toward the Customer). Analog 2W include Loops sufficient for the provision of PBX trunks, pay telephone lines and electronic key system lines.
- 9.1.2 "4-Wire Analog Voice Grade Loops" or "Analog 4W" which support transmission of voice grade signals using separate transmit and receive paths and terminate in a 4-wire electrical interface.
- 9.1.3 "2-Wire ISDN Digital Grade Links" or "BRI ISDN" which support digital transmission of two 64 Kbps bearer channels and one 16 Kbps data channel. BRI ISDN is a 2B+D Basic Rate Interface-Integrated Services Digital Network (BRI-ISDN) Loop which will meet national ISDN standards.
- 9.1.4 "2-Wire ADSL-Compatible Loop" or "ADSL 2W" is a transmission path which facilitates the transmission of

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up to a 6 Mbps digital signal downstream (toward the Customer) and up to a 640 Kpbs digital signal upstream (away from the Customer) while simultaneously carrying an analog voice signal. An ADSL-2W is provided over a 2-Wire non-loaded twisted copper pair provisioned using revised resistance design guidelines and meeting ANSI Standard T1.413-1995-007R2. An ADSL-2W terminates in a 2-wire electrical interface at the Customer premises and at the GTE Central Office frame. ADSL technology can only be deployed over Loops which extend less than 18 Kft. from GTE's Central Office.

9.1.5 "2-Wire HDSL-Compatible Loop" or "HDSL 2W" is a transmission path which facilitates the transmission of a 768 Kpbs digital signal over a 2-Wire non-loaded twisted copper pair meeting the specifications in ANSI T1E1 Committee Technical Report Number 28.

9.1.6 "4-Wire HDSL-Compatible Loop" or "HDSL 4W" is a transmission path which facilitates the transmission of a .544 Mbps digital signal over two 2-Wire non-loaded twisted copper pairs meeting the specifications in ANSI T1E1 Committee Technical Report Number 28.

9.1.7 Loops will be offered hereunder on the terms and conditions specified herein and on such other terms in applicable tariffs that are not inconsistent with the terms and conditions set forth herein and, at the rates set forth in Exhibit 12.0.

**9.2 Port Types**

GTE shall make available to MFS unbundled Ports in accordance with the terms and conditions of and at the rates specified in applicable state tariffs.

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**9.3 Private Lines and Special Access**

GTE shall make available to MFS private lines and special access services in accordance with the terms and conditions of and at the rates specified in applicable tariffs.

**9.4 Limitations on Unbundled Access**

**9.4.1** MFS may not cross-connect a GTE-provided Loop to a GTE-provided Port but instead shall purchase a network access line under applicable tariffs.

**9.4.2** GTE shall only be required to make available Loops and Ports where such Loops and Ports are available.

**9.4.3** MFS shall access GTE's unbundled Network Elements via Collocation in accordance with Section 12 at the GTE Wire Center where those elements exist and each Loop or Port shall be delivered to MFS' Collocation by means of a Cross Connection which in the case of Loops, is included in the rates set forth in Exhibit 12.0.

**9.4.4** If MFS orders a Loop type and the distance requested on such Loop exceeds the transmission characteristics as referenced in the corresponding Technical Reference specified below, distance extensions may be required and additional rates and charges shall apply and will be developed based upon costs consistent with future FCC rules for the pricing of unbundled network elements.

Loop Type	Technical Reference/Limitation
Electronic Key Line	2.5 miles
ISDN	Bellcore TA-NWT-000393
HDSL 2W	T1E1 Technical Report Number 28
HDSL 4W	T1E1 Technical Report Number 28
ADSL 2W	ANSI T1.413-1995 Specification

**9-5      Provisioning of Unbundled Loops**

The following coordination procedures shall apply for conversions of "live" Exchange Services to unbundled elements:

- 9.5.1      On each unbundled element order in a wire center, MFS and GTE will agree on a cut-over time at least 48 hours before that cutover time. The cutover time will be defined as a 30 minute window within which both the MFS and GTE personnel will make telephone contact to complete the cutover.
  
- 9.5.2      Within the appointed 30 minute cutover time, the MFS person will call the GTE person designated to perform cross-connection work and when the GTE person is reached in that interval such work will be promptly performed.
  
- 9.5.3      If the MFS person fails to call or is not ready within the appointed interval and if MFS had not called to reschedule the work at least 2 hours prior to the start of the interval, GTE and MFS will reschedule the work order and MFS will pay the non-recurring charge for the unbundled elements scheduled for the missed appointment. In addition, non-recurring charges for the rescheduled appointment will apply.
  
- 9.5.4      If the GTE person is not available or not ready at any time during the 30 minute interval, MFS and GTE will reschedule and GTE will waive the non-recurring charge for the unbundled elements scheduled for that interval.
  
- 9.5.5      The standard time expected from disconnection of a live Exchange Service to the connection of the unbundled element to the MFS Collocation arrangement is 5 minutes. If GTE causes an Exchange Service to be out of service due solely to its failure for more than 15 minutes, GTE will waive the non-recurring charge for that unbundled element.
  
- 9.5.6      If MFS has ordered INP as part of an unbundled Loop installation, GTE will coordinate implementation of INP with the Loop installation in a time period acceptable

to the customer, but not less than the thirty (30) minute installation interval.

- 9.5.7** The parties will work cooperatively to define additional, more detailed parameters and processes as required to facilitate the coordination procedures defined in this Section 9.0.

**9.6 Pricing Provisions**

- 9.6.1** Urban, Suburban, and Rural Geographic Zone Pricing shall apply for Unbundled Loops. Unless otherwise mutually agreed, rates for Urban, Suburban, and Rural areas will be defined by utilizing the most recent, publicly available, U.S. Government Census report. Urban areas will be defined as area where end users are located within or served by GTE wire centers contained within the largest populated municipality within a given Metropolitan Statistical Area (MSA). The suburban area will be defined as area where end users are located within or served by GTE wire centers contained within the remaining municipalities (or area for non-incorporated portions) within the MSA. Rural areas will be defined as area where end users are located within or served by GTE wire centers contained within the remaining areas of the state that are not within an MSA of the state. Urban, Suburban, and Rural areas are defined in an attachment to this agreement identified as Exhibit 13.0.

Rates for Unbundled Loops are contained in Exhibit 2.0. The rates include cross-connection between the GTE MDF and MFS' collocated equipment and no additional fees are applicable, including but not limited to End User Common Line (EUCL) and Carrier Common Line (CCL).

**9.7 Request for Further Unbundled Access Elements**

- 9.7.1** GTE shall, upon request of MFS, and to the extent technically feasible, provide to MFS access to its unbundled elements for the provision of MFS' communications service. Any request by MFS for access to an GTE unbundled element that is not already available shall be treated as a unbundled

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element Bona Fide Request. MFS shall provide GTE access to its unbundled elements as mutually agreed by the Parties or as required by the Commission or FCC. The parties shall adhere to the process as agreed and described in Exhibit 14.0.

**9.72** An Unbundled Element obtained by one Party from the other Party under this Section 9.0 may be used in combination with the facilities of the requesting Party only to provide a Telecommunications Service, including obtaining billing and collection, transmission, and routing of the Telecommunications Service.

**9.73** Notwithstanding anything to the contrary in this Section 9.0, a Party shall not be required to provide a proprietary Unbundled Element to the other Party under this Section 9.0 except as required by the Commission or FCC.

**9.8 Unbundled Element Interconnection and Maintenance**

**9.8.1** Interconnection shall be achieved via Collocation arrangements MFS shall maintain at the wire center at which the unbundled elements are resident.

**9.8.2** MFS and GTE shall work cooperatively so each Loop may be delivered to the MFS Collocation arrangement over an individual 2/4-wire hand-off, in multiples of 24 over a digital DS-1 hand-off in any combination or order MFS may specify, or through other technically feasible and economically comparable hand-off arrangements requested by MFS (e.g., SONET STS-1 hand-off).

**9.8.3** All switched and transport-based features, functions, service attributes, grades-of-service, install, maintenance and repair intervals which apply to similar bundled service should apply to unbundled Loops.

**9.8.4** GTE will permit any customer to convert its bundled service to an unbundled service and assign such service to MFS, with no penalties, rollover, termination or conversion charges to MFS or the customer.



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- 9.8.5 GTE will use its best efforts to bill all unbundled loop facilities purchased by MFS (either directly or by previous assignment by a customer) on a single consolidated statement per LATA.
- 9.8.6 Where GTE utilizes digital loop carrier ("DLC")<sup>2</sup> technology to provision the Loop of bundled Exchange Service to an end user customer who subsequently determines to assign the Loop to MFS and receive Exchange Service from MFS via such Loop, GTE shall deliver such Loop to MFS on an unintegrated basis, pursuant to MFS' chosen hand-off architecture, without a degradation of end-user service or feature availability.
- 9.8.7 GTE will permit MFS to co-locate digital loop carriers (DLC) and associated equipment in conjunction with Collocation arrangements MFS maintains at an GTE wire center, for the purpose of interconnecting to unbundled Loops.
- 9.8.8 GTE and MFS will work cooperatively toward interim and long term arrangements by which MFS may place, verify and receive confirmation on orders for unbundled elements via an industry accepted (e.g. OBF developed) format/specification. In addition, GTE shall provide MFS with an appropriate on-line electronic file transfer arrangement by which MFS may issue and track trouble-ticket and repair requests associated with interconnection trunking, unbundled loops, and service provider number portability arrangements.
- 9.9 **Unbundled Local Transport--Section 271**
- GTE shall provide MFS with access to unbundled local transport form the trunk side of a wireline local exchange carrier switch unbundled from switching or other services and priced consistent with Section 252 of the "Act."

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<sup>2</sup> 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.*

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**9.10 Unbundled Switching--Section 271**

GTE shall provide MFS with access to local switching unbundled from local transport, local loop transmission, or other services and priced consistent with Section 252 of the "Act."

**10.0 RESALE OF GTE LOCAL EXCHANGE SERVICES--SECTIONS 251(c)(4) and 251(b)(1)**

**10.1 Availability of Services**

GTE shall make available to MFS all of its local exchange services and features, functions and capabilities for resale by MFS. Services shall include, but are not limited to flat rate business service, basic rate ISDN, primary rate ISDN, analog and digital PBX-trunk type services, Direct In-ward dialing services, Centrex services, and enhanced features and capabilities such as voice mail, call forwarding, call waiting, and CLASS and LASS capabilities. Unless otherwise mutually agreed, the services available for resale will be based upon the final outcome of Florida and/or Federal proceedings or arbitration disputes.

**10.2 Resale Agreement Amendment**

MFS and GTE agree to execute an amendment to this Agreement. Unless otherwise mutually agreed, the terms, conditions, rates, and clauses contained within the Agreement will also apply to the Resale Agreement. (e.g. Section 24.0).

**10.3 Availability of Wholesale Prices**

All of the GTE-provided services available for resale shall be priced at GTE retail price levels, less avoided costs. Unless otherwise mutually agreed, the prices charged to MFS for resale will be based upon the final outcome of Florida and/or Federal proceedings or arbitration disputes.

**11.0 NOTICE OF CHANGES -- SECTION 251(c)(5).**

If a Party makes a change in its network which it believes will materially affect the inter-operability of its network with the other Party, the Party making the change shall provide at least ninety (90) days advance written notice of such change to the other Party.

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**12.0 COLLOCATION -- SECTION 251(c)(6).**

**12.1 Physical Collocation**

GTE shall provide to MFS Physical Collocation of equipment necessary for Interconnection (pursuant to Section 4.0) or for access to Unbundled Elements (pursuant to Section 9.0), except that GTE may provide for Virtual Collocation if GTE demonstrates to the Commission that Physical Collocation is not practical for technical reasons or because of space limitations, as provided in Section 251(c)(6) of the Act.

GTE shall provide such Collocation for the purpose of Interconnection or access to unbundled Network Elements, except as otherwise mutually agreed to in writing by the Parties or as required by the FCC or the appropriate Commission subject to applicable federal and state tariffs.

**12.2 Physical or Virtual Collocation Option**

Although not required to do so by Section 251(c)(6) of the Act, by this Agreement, MFS agrees to provide to GTE upon GTE's Unbundled Element Bona Fide Request by GTE, Collocation (at MFS' option either Physical or Virtual) of equipment for purposes of Interconnection (pursuant to Section 4.0) on a non-discriminatory basis and at comparable rates, terms and conditions as MFS may provide to other third parties. MFS shall provide such Collocation subject to applicable tariffs or contracts.

**12.3 Virtual Initially Configured for Physical**

Where MFS is Virtually Collocated on the Effective Date in a premises that was initially prepared for Physical Collocation, MFS may elect to (i) retain its Virtual Collocation in that premises and expand that Virtual Collocation according to current procedures and applicable tariffs, or (ii) revert to Physical Collocation, in which case MFS shall coordinate with GTE for rearrangement of its equipment (transmission and IDLC) and circuits, for which GTE shall impose no conversion charge. All applicable Physical Collocation recurring charges shall apply.

**12.4 Virtual Initially Configured for Virtual**

Where MFS is Virtually Collocated in a premises which was initially prepared for Virtual Collocation, MFS may elect to (i)

retain its Virtual Collocation in that premises and expand that Virtual Collocation according to current procedures and applicable tariffs, or (ii) unless it is not practical for technical reasons or because of space limitations, convert its Virtual Collocation at such premises in which case MFS shall coordinate the construction and rearrangement with GTE of its equipment (IDLC and transmission) and circuits for which MFS shall pay GTE at applicable tariff rates. In addition, all applicable Physical Collocation recurring charges shall apply.

**12.5 Transport for Collocation**

For both Physical Collocation and Virtual Collocation, the Collocating Party shall provide its own or third-party leased transport facilities and terminate those transport facilities in equipment located in its Physical Collocation space at the Housing Party's premises as described in applicable tariffs or contracts and purchase Cross Connection to services or facilities as described in applicable tariffs or contracts.

**12.6 Cross Connection**

Where one Party co-locates in the wire center of the other Party, whether an MIWC, GIWC, or other wire center, for whatever purpose, the Party operating the wire center shall allow the Party co-located at the wire center to directly interconnect to any other entity which maintains a Collocation facility at that same wire center. The Party operating the wire center shall enable such interconnection by effecting a cross connection between those Collocation facilities, as jointly directed by the Party co-located at the wire center and the other co-located entity. For each such cross connection, the Party operating the wire center shall charge one-half the otherwise applicable standard tariff or contract special access cross-connect rate to the co-located Party, and the identical rate to the other co-located entity.

**13.0 NUMBER PORTABILITY--SECTION 251(b)(2)**

**13.1 Scope**

GTE and MFS will provide Local Telephone Number Portability ("LTNP") 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 Party, in conjunction with an Exchange Service provided by the other

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- Party, upon the coordinated or simultaneous termination of the first Exchange Service and activation of the second Exchange Service.

**13.2 Procedures for Providing Interim Number Portability**

MFS and GTE will provide reciprocal LTNP immediately upon execution of this Agreement via Interim Number Portability ("INP") measures. INP shall operate as follows:

- 13.2.1** An end user customer of Party A elects to become an end user customer of Party B. The end user customer elects to utilize the original telephone number(s) corresponding to the Exchange Service(s) it previously received from Party A, in conjunction with the Exchange Service(s) it will now receive from Party B. Upon receipt of a service order assigning the number to Party B (assuming party B has on file a letter of authorization from the end user customer), Party 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 Party B. Party A will route the forwarded traffic to Party B over the appropriate traffic exchange trunk groups, as if the call had originated on Party A network.
  
- 13.2.2** Party B will become the customer of record for the original Party A telephone numbers subject to the INP arrangements. Party A will provide Party B a single consolidated master billing statement for the INP capability with the statement being consistent with industry accepted guidelines. The billing of all collect, calling card, and 3rd-number billed calls associated with those numbers, can be processed in one of two ways:
  - 1) on the single consolidated master billing statement by sub account detail, by retained number and delivered via electronic data transfer, or monthly magnetic tape or
  - 2) modify the record as appropriate and send it through current CMDS processes.



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13.2.3 Party A will update its Line Information Database ("LIDB") listings for retained numbers, and cancel calling cards associated with those forwarded numbers, as directed by Party B. In addition, Party A will update the retained numbers in the LIDB with the screening options provided by Party B.

13.2.4 Within two (2) business days of receiving notification from the end user customer, Party B shall notify Party A of the customer's termination of service with Party B, and shall further notify Party A as to that customer's instructions regarding its telephone number(s). Party A will reinstate service to that customer, cancel the INP arrangements for that customer's telephone number(s), or redirect the INP arrangement to another INP-participating-LEC, pursuant to the customer's instructions at that time.

**13.3 Migration to Permanent Number Portability**

GTE and MFS will migrate from INP to a database-driven Permanent Number Portability ("PNP") arrangement as soon as practicable, without interruption of service to their respective customers.

**13.4 Coordination of Number Portability with Unbundled Elements**

Under either an INP or PNP arrangement, MFS and GTE will implement a process to coordinate LTNP cut-overs with unbundled Loop conversions (as described in Section 9.0 of this Agreement).

**13.5 Cost Recovery of Number Portability**

MFS and GTE shall provide INP arrangements to one another at cost-recovery levels as identified in the attached Exhibit 15.0. Cost-recovery for Interim Number Portability will be determined based upon the cost-recovery mechanism ordered by the Federal Communications Commission in Common Carrier Docket No. 95-116 - Rulemaking 8535. In advance of the Rules being implemented per Docket No. 95-116 INP will be provided at no cost and the ultimate cost-recovery will be applied retroactively for the function provided. Authorized collect, calling card and 3rd-number billed calls billed to the retained numbers will be billed at regular tariffed rates.



**13.6 Letters of Authority**

MFS and GTE will be required to file blanket letters of authority with each other certifying that each party has letters of authorizations on file for each customer that they acted on behalf as an agent for purposes of INP. In cases of agency authorization disputes, upon request, either party shall provide the other party a copy and/or original of the customer signed letter of authorization in dispute.

**13.7 Ordering Formats/Specifications**

The ordering of INP arrangements and the exchange of screening information will utilize industry accepted format/specifications.

**13.8 Potential LIDB Agreement**

If mutually agreed, MFS and GTE may execute a separate LIDB agreement.

**13.9 Procedures for Providing INP Through NXX Migration**

Where either Party has activated an entire NXX for a single Customer, or activated a substantial portion of an NXX for a single Customer with the remaining numbers in that NXX either reserved for future use or otherwise unused, if such Customer chooses to receive service from the other Party, the first Party shall cooperate with the second Party to have the entire NXX reassigned in the LERG (and associated industry databases, routing tables, etc.) to an End Office operated by the second Party. Such transfer will be accomplished with appropriate coordination between the Parties and subject to appropriate industry lead-times for movements of NXXs from one switch another.

**13.10 Direct Inward Dialing (DID) Interim Number Portability Option**

At MFS' option, GTE will provide MFS with an option of using DID for the purposes of interim number portability. The cost-recovery mechanism for DID is subject to the FTA of 1996 and will be modified to be consistent with the outcome of the FCC rulemaking Common Carrier Docket No. 95-116 (RM 8535) regarding number portability. . .

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**14.0 DIALING AND NUMBERING RESOURCES, RATE CENTERS AND RATING POINTS**

**14.1 Dialing Parity--Section 251(b)(3)**

The Parties shall provide Local Dialing Parity to each other as required under Section 251(b)(3) of the Act.

**14.2 Numbering, Rate Centers, and Rating Points**

Nothing in this Agreement shall be construed to limit or otherwise adversely impact in any manner either Party's 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<sup>3</sup>, Florida Public Service Commission Rules, Federal Communications Commission Rules, or to establish, by tariff or otherwise, Rate Centers and Rating Points corresponding to such NXX codes.

**14.2.1** Each Party agrees to update the LERG with up-to-date listings of its own assigned NPA-NXX codes, along with associated Rating Points and Rate Centers.

**14.3.1** It shall be the responsibility of each Party to program and update its own switches and network systems to recognize and route traffic to the 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, except as expressly defined in this Agreement.

**15.0 ACCESS TO RIGHTS-OF-WAY-- SECTION 251(b)(4)**

Each Party shall provide the other Party access to its poles, ducts, rights-of-way and conduits it controls on terms, conditions, and prices comparable to those offered to any other entity pursuant to each Party's applicable tariffs and/or standard agreements.

**16.0 DATABASE ACCESS--SECTION 271**

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<sup>3</sup> Last published by the Industry Numbering Committee ("INC") as INC 95-0407-008, Revision 4/7/95, formerly ICCF 93-0729-010.

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In accordance with Section 271 of the Act, GTE shall provide MFS with interfaces to access GTE's databases and associated signaling necessary for the routing and completion of MFS' traffic. Access to such databases and the appropriate interfaces shall be made available to MFS via an Unbundled Element Bona Fide Request.

**17.0 COORDINATED SERVICE ARRANGEMENTS**

**17.1 Intercept and Referral 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 referral announcement on the abandoned telephone number, when requested by either the carrier or customer. This announcement will provide details on the new number to be dialed to reach this customer. GTE will provide intercept announcement periods in the same manner as provided for its end users today: three (3) months for residence and one (1) year for business, or until the next directory delivery. In time of severe number shortages, numbers can be removed from intercept and be reused. This will be done in reverse order of aging, that is the number on intercept longest will be the first reused, regardless of whether the end user is a customer of GTE or MFS. MFS will provide this arrangement on a reciprocal basis.

**17.2 Coordinated Repair Calls**

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

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

**17.2.2** To the extent the correct provider can be determined, and upon request by the end user, misdirected repair calls will be immediately 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. In responding to repair calls, neither Party shall make disparaging remarks about the other Party, nor shall they use these repair calls as the basis for internal referrals or to solicit customers to market services, nor

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shall they initiate any extraneous communications beyond the direct referral to the correct repair telephone number. Either Party may respond with correct information in answering customer questions.

**17.2.3** MFS and GTE will provide their respective repair contact numbers to one another on a reciprocal basis. For purposes of this section each party agrees to limit its number of repair numbers to a single telephone number within the region.

**18.0 911/E911 ARRANGEMENTS--SECTION 271**

**18.1 Scope**

MFS will interconnect to the GTE 911/E911 selective routers/911 tandems which serve the areas in which MFS provides exchange services, for the provision of 911/E911 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.

**18.2 Path and Route Diverse Interconnection**

Path and route diverse interconnections for 911/E911 shall be made as necessary and mutually agreed.

**18.3 911 and MSAG Updates**

GTE will provide MFS with a mutually agreed upon format to enable MFS to provide GTE with a daily file transmission to update 911/E911 database information related to MFS Exchange Service customers. GTE will provide MFS with the Master Street Address Guide (MSAG) and updates to the MSAG so that MFS can ensure the accuracy of the addresses provided.

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**18.4 Interconnection Integrity**

GTE will use its best efforts to facilitate the prompt, robust, reliable and efficient interconnection of MFS systems to the 911/E911 platforms.

**18.5 Coordination with PSAPs**

GTE and MFS will work cooperatively to arrange meetings with PSAPs to answer any technical questions the PSAPs, or county or municipal coordinators may have regarding the 911/E911 arrangements.

**18.6 Cost Recovery**

MFS will compensate GTE for 911/E911 interconnection as follows:

To be defined based on local 911 funding methodology and arrangements with independent LECs in Florida. For the provision of 911/E911 services between MFS and GTE, the parties will work cooperatively to address, any and/or all cost recovery issues within 60 days upon execution of this agreement. If the parties are unable to agree on compensation, either party may seek Commission assistance in resolving this matter, unilaterally or jointly. If applicable, cost recovery will be identified in a future exhibit.

**19.0 DIRECTORY SERVICES ARRANGEMENTS--SECTION 271**

**19.1 Scope**

GTE will provide certain directory services to MFS as defined herein. In this Section 19.0, references to "MFS customer telephone numbers" mean numbers falling within NXX codes directly assigned to MFS and to numbers which are retained by MFS on the customer's behalf pursuant to LTNP arrangements described in Section 13.0.

**19.2 Directory Listings and Directory Distribution**

**19.2.1** GTE will include MFS's customers' and their telephone numbers interfiled with GTE's customers', in its "White Pages" and "Yellow Pages" directory listings and directory assistance databases associated with the

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areas in which MFS provides services to such customers, in the identical and transparent manner in which it provides those functions for its own customers' telephone numbers.

GTE will arrange for the Initial Delivery and Subsequent Delivery of a reasonable number of directories to MFS customers on the same terms and conditions as such delivery is made to GTE customers.

**19.2.2** MFS will provide GTE with its directory listings and daily updates to those listings (including new, changed, and deleted listings) in an industry standard format (e.g. OBF developed). However, until an industry standard is established, and GTE systems are modified to comply with such standards, MFS must provide listing information via the LSR form via facsimile or any other electronic communication process, such as EDI, made available by GTE.

**19.2.3** 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.

**19.2.4** GTE shall not charge MFS for directory listings or directory distribution for MFS Exchange Service customers. Prior to selling any MFS listings to a third party, GTE shall obtain written approval from MFS.

**19.3 Directory Assistance (DA)**

**19.3.1** At MFS' request, GTE will (where available) provide to MFS operators, or to an MFS-designated operator bureau, on-line access to GTE's Directory Assistance Service, 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. GTE will provide this capability under the most favored non-discriminatory tariff or contract rates and terms as identified in the attached Exhibit 16.0.



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- 19.3.2 At MFS' request, GTE will 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. GTE will charge MFS for such unbranded directory assistance capability under the most favored non-discriminatory tariff or contract rates and terms as identified in the attached Exhibit 16.0.
- 19.3.3 At MFS' request, GTE will (where available) provide to MFS directory assistance service under MFS' brand which is comparable in every way to the directory assistance service GTE makes available to its own end users. GTE will charge MFS for such branded directory assistance capability under the most favored non-discriminatory tariff or contract rates and terms as identified in the attached Exhibit 16.0.
- 19.3.4 At MFS' request, GTE will (where available) license to MFS or an MFS-designated operator bureau GTE's directory assistance database for use in providing competitive directory assistance services. GTE will provide this capability under the most favored non-discriminatory tariff or contract rates and terms as identified in the attached Exhibit 16.0.
- 19.3.5 At MFS' request, GTE will (where available) in conjunction with 19.2.2 or 19.2.3, above, provide caller-optional directory assistance call completion service, where technically feasible, which is comparable in every way to the directory assistance call completion service GTE makes available to its own end users. GTE will charge MFS for this capability under the most favored non-discriminatory tariff or contract rates and terms as identified in the attached Exhibit 16.0 per use of caller-optional directory assistance call completion. GTE will provide MFS, in an electronic format, in an accurate and timely manner, the detailed billing records associated with the call that will enable MFS to rebill the end user for this function.

19.4 **Yellow Page Maintenance**

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GTE will ensure that GTE Publishing Company will work cooperatively with MFS to insure 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, under the identical rates, terms and conditions as apply to GTE's customers.

**19.5 Information (Call Guide) 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' installation, repair and customer service and other service oriented information, including appropriate identifying logo, in a mutually agreed format. Such listings shall appear in the manner and likenesses as such information appears for subscribers of the GTE and other LECs. Also, GTE shall include MFS' NXXs interfiled with GTE's NXXs in the appropriate section of the directories. GTE shall not charge MFS for inclusion of this information.

**19.6 Emergency Contact List**

GTE will provide MFS with a list of emergency agencies (i.e. fire, police, emergency medical technicians, etc) comparable to the current format, and updates to the list, to enable MFS to promptly respond to emergency agencies in a timely manner when emergencies occur. It is acknowledged by MFS that GTE assumes no liability to the accuracy of the list.

**20.0 GENERAL RESPONSIBILITIES OF THE PARTIES**

**20.1 Compliance with Implementation Schedule**

GTE and MFS shall each use its best efforts to comply with the Implementation Schedule.

**20.2 Exchange of Information for Network Integrity**

The Parties shall exchange technical descriptions and forecasts of their interconnection and traffic requirements in sufficient detail necessary to establish the interconnections required to

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assure traffic completion to and from all Customers in their respective designated service areas.

**20.3 Exchange of Traffic Forecasts**

Thirty (30) days after the Effective Date and each month during the term of this Agreement, each Party shall provide the other Party with a rolling, six (6) calendar month, non-binding forecast of its traffic and volume requirements for the services and Network Elements provided under this Agreement in the form and in such detail as agreed by the Parties. Notwithstanding Section 32.0, the Parties agree that each forecast provided under this Section 20.3 shall be deemed "Proprietary Information" under Section 32.0.

**20.4 Binding Traffic Forecasts**

Any Party that is required pursuant to this Agreement to provide a forecast (the "Forecast Provider") or the Party that is entitled pursuant to this Agreement to receive a forecast (the "Forecast Recipient") with respect to traffic and volume requirements for the services and Network Elements provided under this Agreement may request in addition to non-binding forecasts required by Section 20.3 that the other enter into negotiations to establish a forecast (a "Binding Forecast") that commits such Forecast Provider to purchase, and such Forecast Recipient to provide, a specified volume to be utilized as set forth in such Binding Forecast. The Forecast Provider and Forecast Recipient shall negotiate the terms of such Binding Forecast in good faith and shall include in such Binding Forecast provisions regarding price, quantity, liability for failure to perform under a Binding Forecast and any other terms desired by such Forecast Provider and Forecast Recipient. Notwithstanding Section 32.0, the Parties agree that each forecast provided under this Section 20.4 shall be deemed "Proprietary Information" under Section 32.0.

**20.5 Responsibilities to Provide Network Facilities**

Each Party is individually responsible to provide facilities within its network which are necessary for routing, transporting, measuring, and billing traffic from the other Party's network and for delivering such traffic to the other Party's network in the standard format compatible with GTE's network and to terminate the traffic it receives in that standard format to the proper address on its network. Such facility shall be designed based

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upon the description and forecasts provided under Sections 20.2 and 20.3 above. The Parties are each solely responsible for participation in and compliance with national network plans, including The National Network Security Plan and The Emergency Preparedness Plan.

**20.6 Use of Service**

Neither Party shall use any service related to or using any of the Services provided in this Agreement in any manner that interferes with other persons in the use of their service, prevents other persons from using their service, or otherwise impairs the quality of service to other carriers or to either Party's Customers, and either Party may discontinue or refuse service if the other Party violates this provision. Upon such violation, either Party shall provide the other Party notice, if practicable, at the earliest practicable time.

**20.7 Responsibility for Customer Services**

Each Party is solely responsible for the services it provides to its Customers and to other Telecommunications Carriers.

**20.8 Cooperate to Minimize Fraud**

The Parties shall work cooperatively to minimize fraud associated with third-number billed calls, calling card calls, and any other services related to this Agreement.

**20.9 Responsibility to Administer NXX Codes**

Each Party is responsible for administering NXX codes assigned to it.

**20.10 Responsibility to Obtain LERG Listings**

Each Party is responsible for obtaining Local Exchange Routing Guide ("LERG") listings of CLLI codes assigned to its switches.

**20.11 Updates to LERG**

Each Party shall use the LERG published by Bellcore or its successor for obtaining routing information and shall provide all required information to Bellcore for maintaining the LERG in a timely manner.

**20.12 Programming and Updating of Switches**

Each Party shall program and update its own Central Office Switches and End Office switches and network systems to recognize and route traffic to and from the other Party's assigned NXX codes. Except as mutually agreed or as otherwise expressly defined in this Agreement, neither Party shall impose any fees or charges on the other Party for such activities.

**20.13 Insurance Coverage**

At all times during the term of this Agreement, each Party shall keep and maintain in force at each Party's expense all insurance required by law (e.g. workers' compensation insurance) as well as general liability insurance for personal injury or death to any one person, property damage resulting from any one incident, automobile liability with coverage for bodily injury for property damage. Upon request from the other Party, each Party shall provide to the other Party evidence of such insurance (which may be provided through a program of self insurance).

**20.14 Tariff and Contract Liability Protection**

In addition to its indemnity obligations under Section 36.0, each Party shall provide, in its tariffs and contracts with its Customers that relate to any Telecommunications Service or Network Element provided or contemplated under this Agreement, that in no case shall such Party or any of its agents, contractors or others retained by such parties be liable to any Customer or third party for (i) any Loss relating to or arising out of this Agreement, whether in contract or tort, that exceeds the amount such Party would have charged the applicable Customer for the service(s) or function(s) that gave rise to such Loss, and (ii) any Consequential Damages (as defined in Section 36.0 below).

**20.15 Non-discriminatory Treatment**

GTE and MFS agree to treat each other fairly on a non-discriminatory basis, and equally for all items included in this Agreement, or related to the support of items included in this Agreement.

**20.16 Prompt Exchange of Billing Records**



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

**20.17 Review of Engineering Information**

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.

**20.18 Re-arrangement of Initial Network Configuration**

There will be no re-arrangement, reconfiguration, disconnect, or other non-recurring fees associated with the initial reconfiguration of each carrier's traffic exchange arrangements upon execution of this Agreement, other than the cost of establishing a new Collocation arrangement where one does not already exist.

**20.19 Use of Industry Accepted Ordering Formats/Specifications**

GTE and MFS will utilize industry accepted (e.g. OBF developed) electronic ordering and information data exchange formats/specifications. Where such guidelines are not readily available, parties will utilize industry accepted (e.g. OBF developed) manual formats/exchange mechanisms. If the parties agree not to follow the industry accepted guidelines, they will mutually develop the formats/specifications that will be used.

**20.20 Use of Industry Accepted Billing Formats/Specifications**

For services covered by this agreement, both parties agree to follow and use OBF billing output guidelines. If deviations from these guidelines are necessary, a time line should be established as to when the OBF guidelines will be implemented. If the parties agree not to follow the industry accepted guidelines, they will mutually develop the formats/specifications that will be used. Billing disputes will utilize the dispute processes outlined in each companies tariffs.

**20.21 Network Maintenance and Management**



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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.

**21.0 TERM AND TERMINATION**

**21.1 Initial Three Year Term**

The initial term of this Agreement shall be three (3) years (the "Term") which shall commence on the Effective Date. Absent the receipt by one Party of written notice from the other Party at least sixty (60) days prior to the expiration of the Term to the effect that such Party does not intend to extend the Term of this Agreement, this Agreement shall automatically renew and remain in full force and effect on and after the expiration of the Term until terminated by either Party pursuant to Section 21.3.

**21.2 Termination**

Either Party may terminate this Agreement in the event that the other Party (i) fails to pay any amount when due hereunder (excluding Disputed Amounts, Section 31.0) and fails to cure such nonpayment within sixty (60) days after receipt of written notice thereof; or (ii) fails to perform any other material obligation required to be performed by it pursuant to this Agreement and fails to cure such material nonperformance within forty-five (45) days after written notice thereof.

**21.3 Termination of Agreement After Automatic Renewal**

If pursuant to Section 21.1 this Agreement continues in full force and effect after the expiration of the Term, either Party may terminate this Agreement (90) days after delivering written notice to the other Party of its intention to terminate this Agreement. Neither Party shall have any liability to the other Party for termination of this Agreement pursuant to this Section 21.3 other than to pay to the other Party any amounts owed under this Agreement.

**21.4 Obligations Upon Termination or Expiration**

Upon termination or expiration of this Agreement in accordance with this Section 21.0:

- a) Each Party shall comply immediately with its obligations set forth in Section 32.4.9;
- b) Each Party shall continue to perform its obligations and provide the services as described herein until such time as a successor agreement between the Parties is entered into; provided, however, that the Parties shall renegotiate the rates, fees and charges contained herein; and
- c) Each Party shall promptly pay all amounts (including any late payment charges) owed under this Agreement.

**21.5 Remedy**

Except as set forth in Section 23.5, no remedy set forth in this Agreement is intended to be exclusive and each and every remedy shall be cumulative and in addition to any other rights or remedies now or hereafter existing under applicable law or otherwise.

**22.0 INSTALLATION**

GTE and MFS shall effectuate all the terms of this Agreement by September 1, 1996. Moreover, MFS and GTE agree to begin implementing the terms of the agreement immediately upon execution of this agreement, and specifically will begin to implement and install network interconnection and other network infrastructure orders, e.g. DLC collocation capabilities, within two weeks upon execution of this agreement.

**23.0 STIPULATED DAMAGES FOR SPECIFIED ACTIVITIES**

**23.1 Certain Definitions**

When used in this Section 23.0, the following terms shall have the meanings indicated:

- 23.1.1** "Specified Performance Breach" means the failure by GTE to meet the Performance Criteria for any Specified Activity for a period of three (3) consecutive calendar months.

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**23.1.2** "Specified Activity" means any of the following activities:

- a) the installation by GTE of unbundled Loops for MFS ("Unbundled Loop Installation");
- b) GTE's provision of Interim Telecommunications Number Portability; or
- c) the repair of out of service problems for MFS ("Out of Service Repairs").

**23.1.3** "Performance Criteria" means, with respect to each calendar month during the term of this Agreement, the performance by GTE during such month of each Specified Activity shown below within the time interval shown in at least eighty percent (80%) of the covered instances:

SPECIFIED ACTIVITY	PERFORMANCE INTERVAL DATE
<b>(i) <u>Unbundled Loop Installation</u></b>	
1-10 Loops per Service Order	5 days from GTE's Receipt of valid Service Order
11-20 Loops per Service Order	10 days from GTE's Receipt of valid Service Order
21 + Loops per Service Order	to be Negotiated
<b>(ii) <u>Interim Number Portability</u></b>	
1-10 Numbers per Service Order	5 days from GTE's Receipt of valid Service Order
11-20 Numbers per Service Order	10 days from GTE's Receipt of valid Service Order
21 + Numbers per Service Order	to be Negotiated
<b>(iii) <u>Out-of-Service Repairs</u></b>	
	Less than 24 hours from GTE's Receipt of Notification of Out-of-Service Condition

**23.2 Specified Performance Breach**

In recognition of the (1) loss of Customer opportunities, revenues and goodwill which MFS might sustain in the event of a Specified Performance Breach; (2) the uncertainty, in the event of such a Specified Performance Breach, of MFS having available to it customer opportunities similar to those opportunities currently available to MFS; and (3) the difficulty of accurately ascertaining the amount of damages MFS would sustain in the event of such a Specified Performance Breach, GTE agrees to pay MFS, subject to Section 23.4 below, damages as set forth in Section 23.3 below in the event of the occurrence of a Specified Performance Breach.

**23.3 Stipulated Damages**

The damages payable by GTE to MFS as a result of a Specified Performance Breach shall be \$75,000 for each Specified Performance Breach (collectively, the "Stipulated Damages"). MFS and GTE agree and acknowledge that (a) the Stipulated Damages are not a penalty and have been determined based upon the facts and circumstances of MFS and GTE at the time of the negotiation and entering into of this Agreement, with due regard given to the performance expectations of each Party; (b) the Stipulated Damages constitute a reasonable approximation of the damages MFS would sustain if its damages were readily ascertainable; and (c) MFS shall not be required to provide any proof of the Stipulated Damages.

**23.4 Limitations**

In no event shall GTE be liable to pay the Stipulated Damages if GTE's failure to meet or exceed any of the Performance Criteria is caused, directly or indirectly, by a Delaying Event. A "Delaying Event" means (a) a failure by MFS to perform any of its obligations set forth in this Agreement (including, without limitation, the Implementation Schedule and the Joint Grooming Plan), (b) any delay, act or failure to act by a Customer, agent or subcontractor of MFS or any Force Majeure Event. If a Delaying Event (i) prevents GTE from performing a Specified Activity, then such Specified Activity shall be excluded from the calculation of GTE's compliance with the Performance Criteria, or (ii) only suspends GTE's ability to timely perform the Specified Activity, the applicable time frame in which GTE's compliance with the Performance Criteria is measured shall be extended on an hour-for-hour or day-for-day basis, as applicable, equal to the duration of the Delaying Event.

**23.5 Records**

GTE shall maintain complete and accurate records, on a monthly basis, of its performance under this Agreement of each Specified Activity and its compliance with the Performance Criteria. GTE shall provide to MFS such records in a self-reporting format on a monthly basis. Notwithstanding Section 32.0, the Parties agree that such records shall be deemed "Proprietary Information" under Section 32.0.

**24.0 SECTION 252(I) OBLIGATIONS**

If GTE enters into an agreement (the "Other Agreement") approved by the Commission pursuant to Section 252 of the Act which provides for the provision of arrangements covered in this Agreement to another requesting Telecommunications Carrier, including itself or its affiliate, GTE shall make available to MFS such arrangements upon the same rates, terms and conditions as those provided in the Other Agreement. At its sole option, MFS may avail itself of either (i) the Other Agreement in its entirety or (ii) the prices, terms and conditions of the Other Agreement that directly relate to any of the following duties as a whole:

- 1) Interconnection - Section 251(c)(2) of the Act (Sections 4.0 and 5.0 of this Agreement); or

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- 2) Exchange Access - Section 251(c)(2) of the Act (Section 6.0 of this Agreement); or
- 3) Unbundled Access - Section 251(c)(3) of the Act (Section 9.0 of this Agreement); or
- 4) Resale - Section 251(c)(4) of the Act (Section 10.0 of this Agreement); or
- 5) Collocation - Section 251(c)(6) of the Act (Section 13.0 of this Agreement); or
- 6) Number Portability - Section 251(b)(2) of the Act (Section 14.0 of this Agreement); or
- 7) Access to Rights of Way - Section 251(b)(4) of the Act (Section 16.0 of this Agreement).

The terms of this Agreement, other than those affected by the option, shall remain in full force and effect.

**25.0 CANCELLATION, CONVERSION, ROLL-OVER CHARGES**

Neither MFS nor GTE shall impose cancellation charges upon each other associated with the physical network interconnection.

**26.0 SEVERABILITY**

In the event the Commission, the Federal Communications Commission, or a court determines that any provision of this Agreement is contrary to law, or is invalid or unenforceable for any reason, the parties shall continue to be bound by the terms of this Agreement, insofar as possible, except for the portion determined to be unlawful, invalid, or unenforceable. In such an event, the parties shall negotiate in good faith to replace the unlawful, invalid or unenforceable provision and shall not discontinue service to the other party during such period. Nothing in this Agreement shall be construed as requiring or permitting either Party to contravene any mandatory requirement or Federal or State law, or any regulators or orders adopted pursuant to such law.

**27.0 FORCE MAJEURE**

Neither party shall be responsible for delays or failures in performance resulting from acts or occurrences beyond the reasonable control of such Party, regardless of whether such delays or failures in performance were



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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 from 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.

**28.0 LIMITATION OF LIABILITY**

**28.1 Liability for Direct Damages**

Except as otherwise provided, the Parties' liability to each other, whether in contract, tort or otherwise, shall be limited to direct damages, which shall not exceed the pro rata portion of the monthly charges for the services for the time period during which the services provided pursuant to this Agreement are inoperative, not to exceed in total GTE's or MFS' monthly charge to the other.

**28.2 Losses Alleged or Made by Customer**

For Losses alleged or made by a Customer of either Party, in the case of any Loss arising from the negligence or willful misconduct of both Parties, each Party shall bear, and its obligations under this Section 28.0 shall be limited to, that portion (as mutually agreed to by the Parties) of the resulting expense caused by its (including that of its agents, servants, contractors or others acting in aid or concert with it) negligence or willful misconduct.

**28.3 No Liability for Indirect Damages**

Under no circumstance shall GTE or MFS be responsible or liable to each other for indirect, incidental, or consequential damages, including, but not limited to, damages arising from the use or performance of equipment or software, or the loss of use of software or equipment, or accessories attached thereto, delay, error, or loss of data. In connection with this limitation of liability, the Parties recognize that GTE or MFS may, from time to time, provide advice, make recommendations, or supply other analysis related to the equipment or services described in this Agreement, and, while GTE and MFS shall use diligent efforts in this regard, the parties acknowledge and agree that this limitation of liability shall apply to provisions of such advice, recommendations, and analysis.

**29.0 ASSIGNMENT**

This Agreement shall be binding upon every subsidiary and affiliate of either Party that is engaged in providing telephone exchange and exchange access services in any territory within which GTE is an Incumbent Local Exchange Carrier as of the date of this Agreement (the "GTE Territory"), and shall continue to be binding upon all such entities regardless of any subsequent change in their ownership. Each Party covenants that, if it sells or otherwise transfers to a third party its telephone exchange and exchange access network facilities within the GTE Territory, or any portion thereof, to a third party, it will require as a condition of such transfer that the transferee agree to be bound by this Agreement with respect to services provided over the transferred facilities. Except as provided in this paragraph, neither Party may assign or transfer (whether by operation of law or otherwise) this Agreement (or any rights or obligations hereunder) to a third party without the prior written consent of the other Party; provided that each Party may assign this Agreement to a corporate Affiliate or an entity under its common control or an entity acquiring all or substantially all of its assets or equity by providing prior written notice to the other Party of such assignment or transfer. Any attempted assignment or transfer that is not permitted is void ab initio. Without limiting the generality of the foregoing, this Agreement shall be binding upon and shall inure to the benefit of the Parties' respective successors and assigns.

**30.0 DISPUTED AMOUNTS**

**30.1 Notice**

If any portion of an amount due to a Party (the "Billing Party") under this Agreement is subject to a bona fide dispute between

the Parties, the Party billed (the "Non-Paying Party") shall within sixty (60) days of its receipt of the invoice containing such disputed amount give notice to the Billing Party of the amounts it disputes ("Disputed Amounts") and include in such notice the specific details and reasons for disputing each item. The Non-Paying Party shall pay when due (i) all undisputed amounts to the Billing Party and (ii) all Disputed Amounts into an interest bearing escrow account with a third party escrow agent mutually agreed upon by the Parties.

**30.2 Settlement Negotiations**

If the Parties are unable to resolve the issues related to the Disputed Amounts in the normal course of business within sixty (60) days after delivery to the Billing Party of notice of the Disputed Amounts, each of the Parties shall appoint a designated representative who has authority to settle the dispute and who is at a higher level of management than the persons with direct responsibility for administration of this Agreement. The designated representatives shall meet as often as they reasonably deem necessary in order to discuss the dispute and negotiate in good faith in an effort to resolve such dispute. The specific format for such discussions will be left to the discretion of the designated representatives, however all reasonable requests for relevant information made by one Party to the other Party shall be honored.

**30.3 Legal/Regulatory Remedies**

If the Parties are unable to resolve issues related to the Disputed Amounts within forty-five (45) days after the Parties' appointment of designated representatives pursuant to Section 30.2, then either Party may file a complaint with the Commission to resolve such issues or proceed with any other remedy pursuant to law or equity. The Commission may direct release of any or all funds (including any accrued interest) in the escrow account, plus applicable late fees, to be paid to either Party.

**30.4 Confidential Treatment of Settlement Negotiations**

The Parties agree that all negotiations pursuant to this Section 30.0 shall remain confidential and shall be treated as compromise and settlement negotiations for purposes of the Federal Rules of Evidence and state rules of evidence.

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**30.5 Interest Accrued on Undisputed Amounts**

Any undisputed amounts not paid when due shall accrue interest from the date such amounts were due at the lesser of (i) one and one-half percent (1-1/2%) per month or (ii) the highest rate of interest that may be charged under applicable law.

**31.0 NON-DISCLOSURE**

**31.1 Identification of Information**

All information, including but not limited to specifications, microfilm, photocopies, magnetic disks, magnetic tapes, drawings, sketches, models, samples, tools, technical information, data, employee records, maps, financial reports, and market data, (i) furnished by one Party to the other Party, other than customer information communicated for the purpose of publication or directory database inclusion, or (ii) in written, graphic, electromagnetic, or other tangible form and marked at the time of delivery as "Confidential" or "Proprietary," or (iii) communicated orally and declared to the receiving Party at the time of delivery, or by written notice given to the receiving Party within ten (10) days after delivery, to be "Confidential" or "Proprietary" (collectively referred to as "Proprietary Information"), shall remain the property of the disclosing Party.

**31.2 Return of Information**

Upon request by the disclosing Party, the receiving Party shall return all tangible copies of Proprietary Information, whether written, graphic or otherwise, except that the receiving Party may retain one copy for archival purposes.

**31.3 Protection of Information**

Each Party shall keep all of the other Party's Proprietary Information confidential and shall disclose the Proprietary Information to only those employees, contractors, agents or Affiliates who have a need for it in connection with the provision of services under this Agreement, and shall use the other Party's Proprietary Information only for performing the covenants contained in the Agreement. Neither Party shall use the other Party's Proprietary Information for any other purpose except upon such terms and conditions as may be agreed upon between the parties in writing.

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**Under Sections 251 and 252 of the Telecommunications Act of 1996**

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**31.4 Excluded Information**

Unless otherwise agreed, the obligations of confidentiality and non-use set forth in this Agreement do not apply to such Proprietary Information as:

- 31.4.1 "was at the time of receipt already known to the receiving Party free of any obligation to keep it confidential evidenced by written records prepared prior to delivery by the disclosing Party"; or
- 31.4.2 "is or becomes publicly known through no wrongful act of the receiving Party"; or
- 31.4.3 "is rightfully received from a third person having no direct or indirect secrecy or confidentiality obligation to the disclosing Party with respect to such information"; or
- 31.4.4 "is independently developed by an employee, agent, or contractor of the receiving Party which individual is not involved in any manner with the provision of services pursuant to the Agreement and does not have any direct or indirect access to the Proprietary Information"; or
- 31.4.5 "is disclosed to a third person by the disclosing Party without similar restrictions on such third person's rights"; or
- 31.4.6 "is approved for release by written authorization of the disclosing Party"; or
- 31.4.7 "is required to be made public by the receiving Party pursuant to applicable law or regulation provided that the receiving Party shall give sufficient notice of the requirement to the disclosing Party to enable the disclosing Party to seek protective orders."
- 31.4.8 If any Receiving Party is required by any governmental authority or by applicable law to disclose any Proprietary Information, then such Receiving Party shall provide the Disclosing Party with written notice of such requirement as soon as possible and prior to such disclosure. The Disclosing Party may then either



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seek appropriate protective relief from all or part of such requirement or, if it fails to successfully do so, it shall be deemed to have waived the Receiving Party's compliance with this Section 31.0 with respect to all or part of such requirement. The Receiving Party shall use all commercially reasonable efforts to cooperate with the Disclosing Party in attempting to obtain any protective relief which such Disclosing Party chooses to obtain.

**31.4.9** In the event of the expiration or termination of this Agreement for any reason whatsoever, each Party shall return to the other Party or destroy all Proprietary Information and other documents, work papers and other material (including all copies thereof) obtained from the other Party in connection with this Agreement and shall use all reasonable efforts, including instructing its employees and others who have had access to such information, to keep confidential and not to use any such information, unless such information is now, or is hereafter disclosed, through no act, omission or fault of such Party, in any manner making it available to the general public.

**31.5 Effective Date**

Notwithstanding any other provision of this Agreement, the Proprietary Information provisions of this Agreement shall apply to all information furnished by either Party to the other in furtherance of the purpose of this Agreement, even if furnished before the date of this Agreement.

**32.0 CANCELLATION**

The parties, at any time, by mutual written agreement, may cancel or amend any rate, term, condition or clause contained in this agreement.





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Facsimile Number: (813)223-4888

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If to MFS: Attention: Timothy T. Devine  
Senior Director, External and Regulatory Affairs  
MFS Communications Company, Inc.  
Six Concourse Parkway, Suite 2100  
Atlanta, Georgia 30328-5351  
Facsimile number: (770) 390-6787

**35.0 LIABILITY AND INDEMNITY**

**35.1 Indemnification**

Except as otherwise provided, each Party agrees to release, indemnify, defend, and hold harmless the other Party from all losses, claims, demands, damages, expenses, suits, or other actions, or any liability whatsoever, including, but not limited to, costs and attorney's fees, whether suffered, made, instituted, or asserted by any other party or persons, for invasion of privacy, personal injury to or death of any person or persons, or for losses, damages, or destruction of property, whether or not owned by others, to the extent proximately caused by the indemnifying Party's negligence, or willful misconduct, regardless of form of action.

**35.2 Disclaimer**

Except as specifically provided to the contrary in this agreement and in GTE's and MFS' tariffs, GTE and MFS make no representations or warranties to each other concerning the specific quality of any services provided under this agreement. Except as otherwise provided, the Parties disclaim, without limitation, any warranty or guarantee of merchantability or fitness for a particular purpose, arising from course of performance, course of dealing, or from usages of trade.

**36.0 MISCELLANEOUS**

**36.1 Amendments**

Any amendment, modification, or supplement to this Agreement must be in writing and signed by an authorized representative of each Party. The term "this Agreement" shall include future amendments, modifications, and supplements.

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**36.2 Authority**

Each person whose signature appears below represents and warrants that he or she has authority to bind the Party on whose behalf he or she has executed this Agreement and that the Party has full power and authority to execute and deliver this Agreement and to perform the obligation hereunder.

**36.3 Binding Effect**

This Agreement shall be binding on and inure to the benefits of the respective successors and permitted assigns of the Parties.

**36.4 Compliance with Laws and Regulations**

Each Party shall comply with all federal, state, and local statutes, regulations, rules, ordinances, judicial decisions, and administrative rulings applicable to its performance as described in this Agreement.

**36.5 Consent**

Where consent, approval, or mutual agreement is required of Party, it shall not be unreasonably withheld or delayed.

**36.6 Entire Agreement**

This Agreement constitutes the entire agreement of the Parties pertaining to the subject matter of this Agreement and supersedes all prior agreements, negotiations, proposals, and representations, whether written or oral, and all contemporaneous oral arguments, negotiations, proposals, and representations concerning such subject matter. No representations, understandings, agreements, or warranties, expressed or implied, have been made or relied upon in the making of this Agreement other than those specifically set forth herein.

**36.7 Expenses**

Except as specifically set out in this Agreement, each Party shall be solely responsible for its own expenses involved in all activities related to the subject of this Agreement.

**36.8 Governing Law**

This Agreement shall be governed by and construed in accordance with the domestic laws of the state of Florida and shall be subject to the exclusive jurisdiction of the court therein.

**36.9 Headings**

The headings in this Agreement are inserted for convenience and identification only and shall not be considered in the interpretation of this Agreement.

**36.10 Independent Contractor Relationship**

The persons provided by each Party shall be solely that Party's employees and shall be under the sole and exclusive direction and control of that Party. They shall not be considered employees of the other Party for any purpose. Each Party shall remain an independent contractor with respect to the other and shall be responsible for compliance with all laws, rules and regulations involving, but not limited to, employment of labor, hours of labor, health and safety, working conditions and payment of wages. Each Party shall also be responsible for payment of taxes, including federal, state and municipal taxes, chargeable or assessed with respect to its employees, such as Social Security, unemployment, workers' compensation, disability insurance, and federal and state withholding. Each Party shall indemnify the other for any loss, damage, liability, claim, demand, or penalty that may be sustained by reason of its failure to comply with this provision.

**36.11 Multiple Counterparts**

This Agreement may be executed multiple counterparts, each of which shall be deemed an original, but all of which shall together constitute but one and the same document.

**36.12 No Offer**

Submission of this Agreement for examination or signature does not constitute an offer by GTE for the provision of the products or services described herein. This Agreement will be effective only upon execution and delivery by both GTE and MFS.

**36.13    Publicity**

Any news release, public announcement, advertising, or any form of publicity pertaining to this Agreement, provision of services pursuant to it, or association of the Parties with respect to provision of the services described in this Agreement shall be subject to prior written approval of both GTE and MFS.

**36.14    Subcontractors**

GTE may enter into subcontracts with third parties or affiliates for the performance of any of GTE's duties or obligations under this Agreement.

**36.15    Regulatory Approval**

Each Party agrees to cooperate with each other and with any regulatory agency to obtain regulatory approval. During the term of this Agreement, each Party agrees to continue to cooperate with each other and with any regulatory agency so that the benefits of this Agreement may be achieved. The Parties, however, reserve the right to seek regulatory relief and otherwise seek redress from each other regarding performance and implementation of this Agreement. In the event the Commission rejects any portion of this Agreement, the Parties agree to meet and negotiate in good faith to arrive at a mutually acceptable modification of the rejected portion.

**36.16    Trademarks and Trade Names**

Except as specifically set out in this Agreement, nothing in this Agreement shall grant, suggest, or imply any authority for one Party to use the name, trademarks, service marks, or trade names of the other for any purpose whatsoever.

**36.17    Taxes**



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- 36.17.1 General.** With respect to any purchase of services, facilities or other arrangements, if any Tax is required or permitted by applicable law to be collected from the purchasing party by the providing party, then (i) the providing party shall timely bill the purchasing party for such Tax, (ii) the purchasing party shall timely remit such Tax to the providing party and (iii) the providing party shall timely remit such collected Tax to the applicable taxing authority.
- 36.17.2 Taxes Imposed on Customers.** With respect to any purchase of services, facilities or arrangements that are resold to a third party, if any Tax is imposed by applicable law on the customer in connection with any such purchase, then, the purchasing party (i) shall be required to impose and/or collect such Tax from the customer and (ii) shall timely remit such Tax to the applicable taxing authority.
- 36.17.3 Taxes Imposed on the Providing Party.** With respect to any purchase of services, facilities or arrangements, if any Tax is imposed by applicable law on the receipts of the providing party (Receipts Tax), which law permits the providing party to exclude certain receipts received from sales for resale to a public utility, distributor, telephone company, local exchange carrier, telecommunications company or other communications company (Telecommunications company), such exclusion being based solely on the fact that the purchasing party is also subject to a tax based upon receipts, then the purchasing party shall (i) provide the providing party with notice in writing in accordance with Section 1.7 below of its intent to pay the Receipts Tax and (ii) shall timely pay the receipts tax to the applicable tax authority.
- 36.17.4 Liability for Uncollected Tax, Interest and Penalty.** If the providing party has not received an exemption certificate and fails to collect any Tax as required by subsection 1.1(a), then, as between the providing party and the purchasing party, (i) the purchasing party shall remain liable for such uncollected Tax and (ii) the providing party shall be liable for any penalty and interest assessed with respect to such uncollected Tax by such taxing authority. However, if the purchasing party fails to

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timely pay any taxes properly billed, then, as between the providing party and the purchasing party, the purchasing party will be solely responsible for payment of the taxes, penalty and interest.

If the purchasing party fails to impose and/or collect any Tax from customers as required by subsection 1.1(b), then, as between the providing party and the purchasing party, the purchasing party shall remain liable for such uncollected Tax and any interest and penalty assessed thereon with respect to the uncollected Tax by the applicable taxing authority. With respect to any Tax that the purchasing party has agreed to pay or impose on and/or collect from customers, the purchasing party agrees to indemnify and hold harmless the providing party on an after-tax basis for any costs incurred by the providing party as a result of actions taken by the applicable taxing authority to recover the Tax from the providing Party due to the failure of the purchasing party to timely pay or collect and timely remit such Tax to such authority.

If the purchasing party fails to pay the Receipts Tax as required by subsection 1.1(c ) then, as between the providing party and the purchasing party, (i) the providing party shall be liable for any Tax imposed on its receipts and (ii) the purchasing party shall be liable for any interest assessed thereon and any penalty assessed upon the providing party with respect to such Tax by such authority.

**36.17.5 Tax Exemptions and Exemption Certificates.** If applicable law clearly exempts a purchase from a Tax and if such law also provides an exemption procedure, such as an exemption-certificate requirement, then, if the purchasing party complies with such procedure, the providing party shall not collect such Tax during the Effective Period of such exemption. If applicable law clearly exempts a purchase from a Tax and does not also provide an exemption procedure, then purchasing party will provide the providing party a letter, signed by an officer, requesting such exemption and citing the provision in the law which allows exemption. Purchasing party will agree to indemnify and hold harmless the providing party on an after-tax basis for tax, penalty and

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interest which may due if the exemption is later denied by the taxing authority.

This agreement does not cover any tax which may be imposed on either party's corporate existence, status or income.

**36.17.6 Billing of Tax Items** Whenever possible, all Taxes shall be billed as a separately stated item.

**36.17.7 Cooperation with Audits** In the event either party is audited by a taxing authority, the other party agrees to cooperate fully with the party being audited in order to respond to any audit inquiries in a proper and timely manner so that the audit and/or any resulting controversy may be resolved expeditiously.

**36.17.8 Notices for purposes of this Section:** All notices, affidavits, exemption-certificates or other communications required or permitted to be given by either party to the other, for purposes of this Section, shall be made in writing and shall be delivered in person or sent by certified mail, return receipt requested, or registered mail, or a courier service providing proof of service, and sent to the following:

To MFS:                      Director - Corporate Tax Department  
MFS Communications Company, Inc.  
11808 Miracle Hills Drive  
Omaha, NE 68154

With a copy to :        Senior Director, External & Regulatory  
Affairs  
MFS Communications Company, Inc.  
Six Concourse Parkway, Suite 2100  
Atlanta, Georgia 30328-5351

Either party may from time to time designate another address or other addresses by giving notice in accordance with the terms of this Section. Any notice or other communication shall be deemed to be given when received.

**36.17.9 Definitions for this Section:**

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**Effective Period:** Effective period shall mean the period from the time that a proper exemption certificate for each type of Tax is received and approved by the Corporate Tax Department of the providing party until the expiration date of the exemption certificate as set by the applicable law.

**Tax:** Tax shall mean any and all federal, state, local, municipality, public utility commission, public service commission or other governmental agency tax, fee, surcharge or other tax-like charge as required or permitted by applicable law to be collected from the purchasing party by the providing party.

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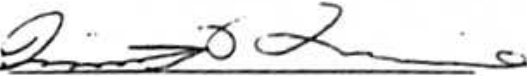
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IN WITNESS WHEREOF, the Parties hereto have caused this Agreement  
to be executed as of this \_\_\_\_ day of \_\_\_\_\_, 1996.

MFS Communications Co., Inc.

GTE Florida, Inc.

By: 

By: \_\_\_\_\_

Print Name Timothy T. Devine

Print Name \_\_\_\_\_

Title: Sr. Director External &  
Regulatory Affairs

Title: \_\_\_\_\_

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**Exhibit 1.0**

**Certain Terms as Defined in the Act  
as of May 16, 1996 (Page 1 of 2)**

"Affiliate" means a person that (directly or indirectly) owns or controls, is owned or controlled by, or is under common ownership or control with, another person. For purposes of this paragraph, the term "own" means to own an equity interest (or the equivalent thereof) of more than ten percent (10%).

"Dialing Parity" means that a person that is not an Affiliate of LEC is able to provide Telecommunications Services in such a manner that Customers have the ability to route automatically, without the use of any access code, their Telecommunications to the Telecommunications Services provider of the Customer's designation from among two (2) or more Telecommunications Services providers (including such LEC).

"Exchange Access" means the offering of access to Telephone Exchange Services or facilities for the purpose of the origination or termination of Telephone Toll Services.

"InterLATA" means Telecommunications between a point located in a local access and transport area and a point located outside such area.

"Local Access and Transport Area" or "LATA" means a contiguous geographic area: (a) established before the date of enactment of the Act by a Bell operating company such that no Exchange Area includes points within more than one (1) metropolitan statistical area, consolidated metropolitan statistical area, or State, except as expressly permitted under the AT&T Consent Decree; or (b) established or modified by a Bell operating company after such date of enactment and approved by the FCC.

"Local Exchange Carrier" means any person that is engaged in the provision of Telephone Exchange Service or Exchange Access. Such term does not include a person insofar as such person is engaged in the provision of a commercial mobile service under Section 332 <sup>o</sup> of the Act, except to the extent that the FCC finds that such service should be included in the definition of such term.

"Network Element" means a facility or equipment used in the provision of a Telecommunications Service. Such term also includes features, functions, and capabilities that are provided by means of such facility or equipment, including subscriber numbers, databases, signaling systems, and information sufficient for billing and collection or used in the transmission, routing, or other provision of a Telecommunications Service.

"Number Portability" means the ability of end users of telecommunications services to retain, at the same location, existing telecommunications numbers without



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**Exhibit 1.0 (Page 2 of 2)**

impairment of quality, reliability, or convenience when switching from one telecommunications carrier to another.

"Telecommunications" means the transmission, between or among points specified by the user, of information of the user's choosing, without change in the form or content of the information as sent and received.

"Telecommunications Carrier" means any provider of Telecommunications Services, except that such term does not include aggregators of Telecommunications Services (as defined in Section 226 of the Communications Act).

"Telecommunications Service" means the offering of Telecommunications for a fee directly to the public, or to such classes of users as to be effectively available directly to the public, regardless of the facilities used.

"Telephone Exchange Service" means (a) service within a telephone exchange or within a connected system of telephone exchanges within the same exchange area operated to furnish subscribers intercommunicating service of the character ordinarily furnished by a single exchange, and which is covered by the exchange service charge, or (b) comparable service provided through a system of switches, transmission equipment, or other facilities (or combination thereof) by which a subscriber can originate and terminate a telecommunications service.

"Telephone Toll Service" means telephone service between stations in different exchange areas for which there is made a separate charge not included in contracts with subscribers for exchange service.

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**Exhibit 2.0**

**Implementation Schedule**

<b>LATA</b>	<b>GTE Interconnection Wire Centers (GIWC)</b>	<b>MFS Interconnection Wire Centers (MIWC)</b>	<b>Interconnection Activation Date</b>
Tampa	610 Morgan Tampa	4200 Cypress Tampa	9/1/96

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Exhibit 3.0

Interconnection Wire Centers

<u>LATA</u>	GIWC (GTE Wire Center)	M <sup>1</sup> IWC (MFS Wire Center)
Tampa	610 Morgan - Tampa	4200 Cypress - Tampa

**Exhibit 4.0**

**Meet-point Billing Provisions (Page 1 of 2)**

- A. GTE shall provide MFS with the Switched Access Detail Usage Data (category 1101XX records) on an on-going basis on magnetic tape or via electronic file transfer using EMR format, no later than 10 days after the end of the calendar month billing period.
- B. MFS shall provide GTE with the Switched Access Summary Usage Data (category 1150XX records) on magnetic tape or via electronic file transfer using the EMR format, no later than 10 days after the MFS bill is rendered.
- C. In accordance with MECAB guidelines, each Party shall coordinate and exchange the billing account reference ("BAR") and billing account cross reference ("BACR") numbers for the MPB Service. Each Party shall notify the other if the level of billing or other BAR/BACR elements change, resulting in a new BAR/BACR number.
- D. If Switched Access Detail Usage Data is not submitted to MFS by GTE in a timely fashion or if it is not in proper format as previously defined, and if as a result MFS is delayed in billing the IXCs, late payment charges will be payable by GTE to MFS as prescribed in MFS' access tariff.
- E. If Switched Access Summary Usage Data is not submitted to GTE by MFS in a timely fashion or if it is not in proper format as previously defined, and if as a result GTE is delayed in billing the IXCs, late payment charges will be payable to GTE as prescribed in GTE's access tariff. Excluded from this provision will be any Switched Access Detail Usage Data records not provided by GTE in a timely fashion.
- F. In the event MFS determines to offer Exchange Services in another LATA in which GTE operates an access tandem, GTE shall, except in instances of capacity limitations, 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. The MPB percentages for each new Rating Point/access tandem pair shall be calculated according to one of the three methods identified in the MECAB document.

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**Exhibit 4.0**

**Meet-point Billing Provisions (Page 2 of 2)**

MFS shall inform GTE of the tandem(s) it wishes to sub-tend in the new LATA and the parties shall jointly determine the calculation of the billing percentages which should apply for such arrangement. MFS will deliver notice to GTE of all new routes. GTE and MFS shall confirm each new route and associated billing percentages in a Letter of Understanding, and shall file these percentages in NECA Tariff No. 4, within a reasonable time following receipt of MFS' notice by GTE.

G. MPB interconnection for the Tampa LATA will be at the Tampa GIWC.

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**Exhibit 5.0**

**Meet-point Billing Rate Elements**

Interstate Access - Terminating to, or Originating from, MFS End user Customers

<u>Rate Element</u>	<u>Billing Company</u>
Carrier Common Line	MFS
Local Switching	MFS
Interconnection Charge	MFS
Local Transport Termination	50 % of GTE rate & 50 % of MFS rate
Local Transport Facility	*
Tandem Switching	GTE
Entrance Facility	GTE

Intrastate Access - Terminating to, or Originating from MFS End User Customers

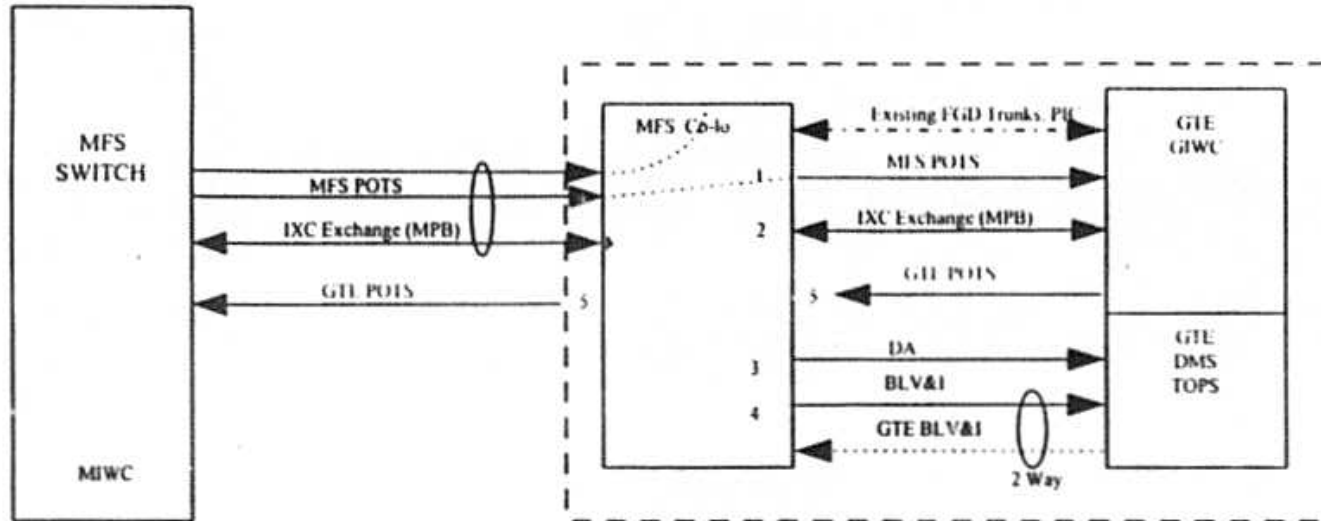
<u>Rate Element</u>	<u>Billing Company</u>
Carrier Common Line	MFS
Local Switching	MFS
Interconnection Charge	MFS
Local Transport Termination	50 % of GTE rate & 50 % of MFS rate
Local Transport Facility	*
Tandem Switching	GTE
Entrance Facility	GTE

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\* Parties bill the IXCs its own tariff rate multiplied by the billing percentage identified for it in a given MPB pair, in Exhibit 4.0, multiplied by the total facility miles.



# MFS/GTE Interim Arch.--Exhibit 6.0.a



**Draft for Discussion**

PRIVATE/PROPRIETARY: Not for use or disclosure outside of MFS except under written agreement

# MFS/GTE Interim Arch.--Exhibit 6.0.b

## Trunk Type Definitions

### TG 1. MFS POTS:

Definition - This is a 1 way SS7 trunk group defined to handle all MFS originating POTStaffic which is sent to GTE line customers.

- POTS refers to calls traditionally known as "local calling," "extended area service (EAS)," and "IntraLATA toll."
- Growth of this trunk group to additional Access Tandem offices will be accomplished according to agreements made between GTE and MFS.

### TG 2. IXC Exchange (MPB)

Definition: This 2 way SS7 trunk group will be the primary route for all local and IntraLATA Toll calls to/from non-GTE subscribers e.g., CLECs and ICO/ITC), non-MFS 800/888 calls originating from a MFS NXX and incoming calls from other Interexchange Carriers to MFS line customers. In the future, it will be used to route all 1+ calls (including 800/888) and 10XXX/101XXXX calls which originate from a MFS NXX in the Tampa LATA and are destined to an Interexchange Carrier other than MFS.

### TG 3. DA - Directory Assistance

Definition: This 1 way MF trunk group handles calls made by MFS line customers to the directory assistance operator.

### TG 4. BLV&I

Definition: This 2 way MF trunk group (optionally, two 1 way trunks) carries Busy Line Verification and Interrupt traffic.

### TG 5. GTE POTS

Definition: This 1 way SS7 trunk group will be used to terminate GTE local and IntraLATA traffic calling MFS line customers.

- POTS refers to calls traditionally known as "local calling," "extended area service (EAS)," and "IntraLATA toll."
- Growth of this trunk group to additional Access Tandem offices will be accomplished according to agreements made between GTE and MFS.

### Enhanced 911 (E-911)

#### Choke

Definition: This is an optional 1 way MF trunk group used to handle mass calling; for example radio station call-in promotions.

#### FGD, PIC

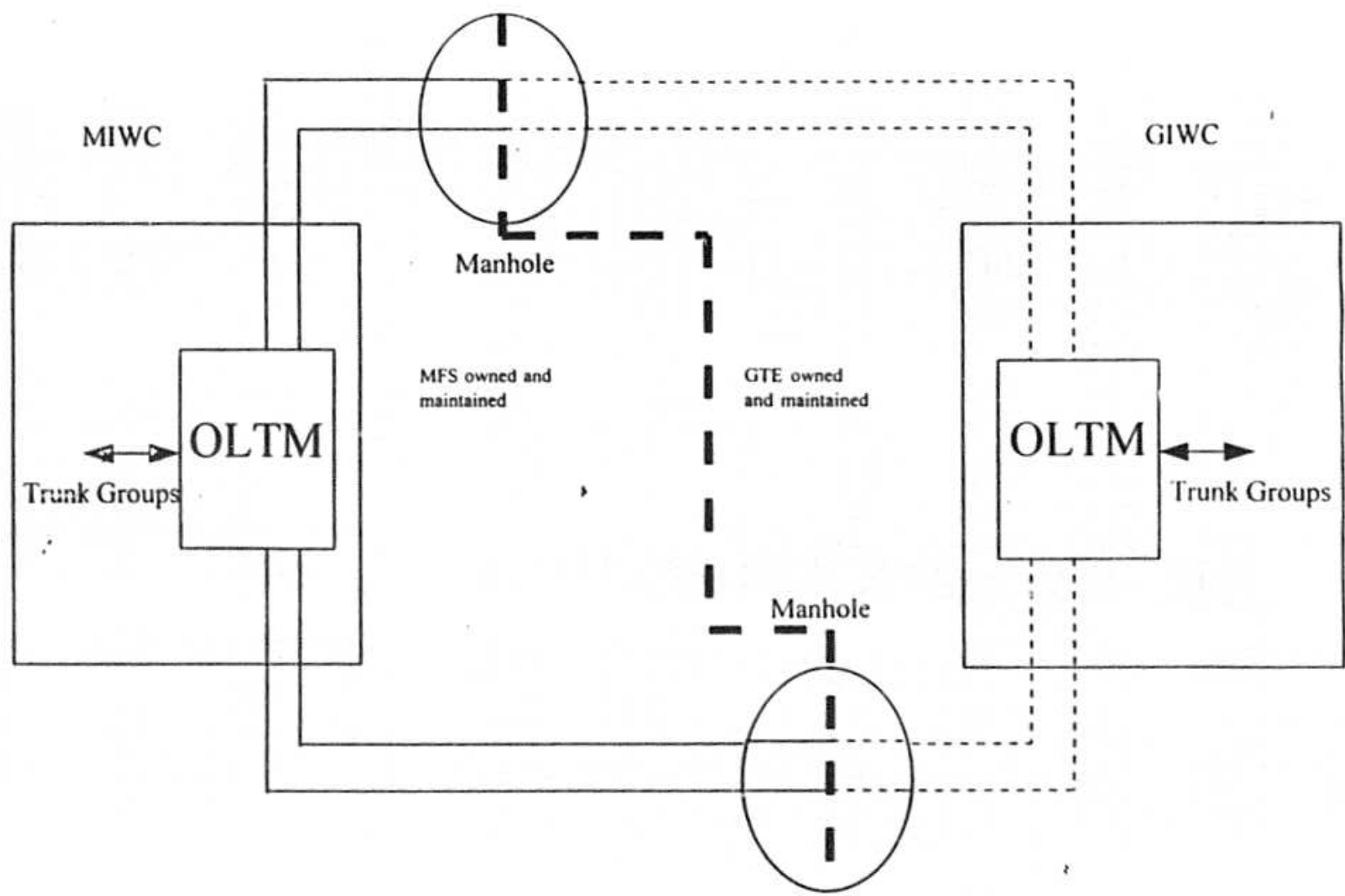
Definition: Existing FGD and traffic PICed to MFS.



**Draft for Discussion**

PRIVATE/PROPRIETARY: Not for use or disclosure outside of MFS except under written agreement.

Exhibit 7.0: MFS/GTE Fiber Meet



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Exhibit 8.0

Local Call Termination Rate

Local Call Termination Rate

Rate: \$0.005 Per Minute of Use

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**Exhibit 9.0**

**Information Services Billing and Collection Rate**

Billing and Collection Rate

\$0.05 Per Call

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Exhibit 10.0

BLV/BLVI Rates

BLV Rates\*

\$0.65\*

BLVI Rates\*

\$0.65\*

\*Rates will always reflect current GTE wholesale tariff for this function.



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**Exhibit 11.0**

**Local (EAS) Transit Rate**

**Local (including EAS and EAS-type calls) Call Transit Rate**

**\$0.001 Per Minute of Use**

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**Exhibit 12.0**

**Unbundled Element Rates**

**LOOPS**

**1. Urban Zone Rate:**

Rate per Element Delivered  
via Individual 2/4-wire Hand-off:

	Non- Recurring	Monthly Recurring
2-wire analog voice grade Loop	\$50.00	\$8.00
4-wire analog voice grade Loop	\$50.00	\$8.00
2-wire ADSL Loop	\$50.00	\$8.00
2-wire HDSL Loop	\$50.00	\$8.00
4-wire HDSL Loop	\$50.00	\$8.00
2-wire ISDN digital grade Loop	\$75.00	\$8.00
4-wire DS-1 digital grade Loop	\$PSC and/or FCC Private Line and/or Special Access Rate	
4-wire DS-1 digital DID port	\$PSC DS-1 digital DID Port Rate	

**2. Suburban Zone Rate:**

Rate per Element Delivered  
via Individual 2/4-wire Hand-off:

	Non- Recurring	Monthly Recurring
2-wire analog voice grade Loop	\$50.00	\$11.00
4-wire analog voice grade Loop	\$50.00	\$14.00
2-wire ADSL Loop	\$50.00	\$11.00
2-wire HDSL Loop	\$50.00	\$11.00
4-wire HDSL Loop	\$50.00	\$11.00
2-wire ISDN digital grade Loop	\$75.00	\$11.00
4-wire DS-1 digital grade Loop	\$PSC and/or FCC Private Line and/or Special Access Rate	
4-wire DS-1 digital DID port	\$PSC DS-1 digital DID Port Rate	

**3. Rural Zone Rate:**

Rate per Element Delivered  
via Individual 2/4-wire Hand-off:

	Non- Recurring	Monthly Recurring
2-wire analog voice grade Loop	\$50.00	\$15.00
4-wire analog voice grade Loop	\$50.00	\$15.00
2-wire ADSL Loop	\$50.00	\$15.00
2-wire HDSL Loop	\$50.00	\$15.00
4-wire HDSL Loop	\$50.00	\$15.00
2-wire ISDN digital grade Loop	\$75.00	\$15.00
4-wire DS-1 digital grade Loop	\$PSC and/or FCC Private Line and/or Special Access Rate	
4-wire DS-1 digital DID port	\$PSC DS-1 digital DID Port Rate	

MFS Communications Co., Inc., & GTE Florida, Inc.  
Florida Interconnection Agreement  
Under Sections 251 and 252 of the Telecommunications Act of 1996

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Exhibit 13.0

Urban, Suburban, and Rural Geographic Descriptions

Tampa LATA Defined Per Section 9.6.1 Per Agreement Unless Amended by Mutual Agreement

**MFS Communications Co., Inc., & GTE Florida, Inc.**  
**Florida Interconnection Agreement**  
**Under Sections 251 and 252 of the Telecommunications Act of 1996**

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**Exhibit 14.0**

**Unbundled Element Bonafide Request  
Process--Section 251(c)(3) (Page 1 of 2)**

1. Each Party will promptly consider and analyze access to a new Unbundled Element with the submission of an Unbundled Element Bona Fide Request hereunder. This Unbundled Element Bona Fide Request Process does not apply to those services requested pursuant to Report & Order and Notice of Proposed Rulemaking 91-141 (rel. Oct. 19, 1992) ¶ 259 and n.603.
2. A Unbundled Element Bona Fide Request shall be submitted in writing and shall include a technical description of each requested Unbundled Element.
3. The requesting Party may cancel a Unbundled Element Bona Fide Request at any time.
4. Within ten (10) business days of its receipt, the receiving Party shall acknowledge receipt of the Unbundled Element Bona Fide Request.
5. Except under extraordinary circumstances, within thirty (30) days of its receipt of the Unbundled Element Bona Fide Request, the receiving Party shall provide to the requesting Party a preliminary analysis of the Unbundled Element Bona Fide Request. The preliminary analysis shall confirm that the receiving Party will offer access to the Unbundled Element or will provide a detailed explanation that access to the Unbundled Element is not technically feasible and/or that the request does not qualify as a Unbundled Element that is required to be provided under the state or federal rules.
6. If the receiving Party determines that the Unbundled Element Bona Fide Request is technically feasible, it shall promptly proceed with developing the Unbundled Element Bona Fide Request as soon as it receives written authorization from the requesting Party. When it receives such authorization, the receiving Party shall promptly develop the requested services, determine their availability, calculate the applicable prices and establish installation intervals.
7. Unless the Parties expressly agree otherwise, the Unbundled Element Bona Fide Request must be priced in accordance with FCC rules based upon the "Act".
8. As soon as feasible, but not more than sixty (60) days after its receipt of authorization to proceed with developing the Unbundled Element Bona Fide Request, the receiving Party shall provide to the requesting Party a Unbundled

**MFS Communications Co., Inc., & GTE Florida, Inc.**  
**Florida Interconnection Agreement**  
**Under Sections 251 and 252 of the Telecommunications Act of 1996**

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**Exhibit 14.0 (Page 2 of 2)**

Element Bona Fide Request quote which will include, at a minimum, a description of each Unbundled Element, the availability, the applicable rates and the installation intervals.

9. Within thirty (30) days of its receipt of the Unbundled Element Bona Fide Request quote, the requesting Party must either confirm its order for the Unbundled Element Bona Fide Request pursuant to the Unbundled Element Bona Fide Request quote or petition seek relief from the appropriate regulatory body.
  
10. If a Party to a Unbundled Element Bona Fide Request believes that the other Party is not requesting, negotiating or processing the Unbundled Element Bona Fide Request in good faith, or disputes a determination, or price or cost quote, it may seek relief from the appropriate regulatory body.

Exhibit 15.0

Interim Number Portability (INP) Cost-Recovery

Cost-recovery for Interim Number Portability will be determined based upon the cost-recovery mechanism ordered by the Federal Communications Commission in Common Carrier Docket No. 95-116 - Rulemaking 8535. In advance of the Rules being implemented per Docket No. 95-116 INP will be provided at no cost and the ultimate cost-recovery will be applied retroactively for the function provided.



**Exhibit 16.0**

**Directory Assistance Rates**

1. At MFS' request, where available, on-line access to GTE's Directory Assistance Service for an MFS-designated Operator Bureau. GTE will provide this capability under the most favored non-discriminatory tariff or contract rates and terms.
2. At MFS' request, unbranded Directory Assistance capability under the most favored non-discriminatory tariff or contract rates and terms for MFS currently at a total rate of \$0.25 per call for intrastate and \$0.28 per call for interstate.
3. At MFS' request, MFS Branded Directory Assistance capability under the most favored non-discriminatory tariff or contract rates and terms for MFS currently at a total rate of \$0.25 per call for intrastate and \$0.28 per call for interstate.
4. At MFS' request, where available, GTE will license to MFS or an MFS-designated Operator Bureau GTE's directory database for use in providing competitive directory assistance service. GTE will provide this capability under the most favored non-discriminatory tariff or contract rates and terms.
5. At MFS' request, where available, Caller-optional call completion capability under the most favored non-discriminatory tariff or contract rates and terms.
6. At MFS' request, where available, Magnetic tapes of GTE's directory assistance database and daily updates will be provided to MFS or its designated Operator Bureau, under the most favored non-discriminatory tariff or contract rates and terms.

# ATTACHMENT E



GTE Telephone Operations

One Tampa Ct. Center  
201 N. Franklin Street  
P.O. Box 110  
Tampa, FL 33601-0110

July 16, 1996

Mr. Timothy T. Devine  
Senior Director, External & Regulatory Affairs  
Southern Region  
MFS Communications Company, Inc.  
Six Concourse Parkway, Suite 2100  
Atlanta, GA 30328-5351

Dear Tim:

This is in response to your correspondence of July 8, 1996, received July 9, 1996, with respect to MFS' so-called "best and final" offer.

Preliminarily, GTE notes that the Telecommunications Act of 1996 (the "Act") requires incumbent local exchange carriers, such as GTE, and parties requesting interconnection, resale of service and unbundling of network elements, such as MFS, to negotiate in good faith "the particular terms and conditions" of any agreements prior to triggering the arbitration provisions of the Act. The purpose of this requirement is obvious: Congress wanted to reduce the number and scope of issues which state commissions would be required to arbitrate, thereby ensuring a more efficient contract negotiation process. Indeed, if parties were not required to negotiate in good faith, then a requesting carrier could simply file its proposed agreement with the state commission and demand that the commission arbitrate every issue. Such a process would overwhelm state commissions, especially in those states in which dozens of carriers are seeking interconnection, resale and/or unbundling.

GTE believes that MFS has deviated from the intent of the Act by submitting its July 8 proposal and providing GTE and MFS virtually no time to negotiate the issues in a meaningful way. Although you provided me a copy of the Ameritech agreement at our May 30, 1996 meeting, that agreement was not tailored to the prior stipulation. The document received on July 9, 1996 was the first time we received such a document and have not been able to conduct a thorough analysis in the time provided by your letter. Moreover, the proposed agreement contains new issues relating to ADSL and HDSL lines. These services are not currently tariffed in Florida and were not discussed in the March hearings or any meetings prior to May 30. Also, under your July 8 proposal, the loop prices are significantly lower than those ordered by the Florida Public Service Commission and incorporate deaveraged rates which were rejected by the Commission.

I was also surprised by your request for cost studies. GTE's cost studies have already been provided to MFS in the course of our hearings in Docket Nos. 950984-TP,

Mr. Timothy Devine  
July 16, 1996  
Page 2

950985-TP and 950737-TP at the Florida Public Service Commission and I see no useful purpose in providing data twice. Also, interconnection agreements have already been provided in accordance with protective agreements.

I would be happy to schedule a meeting with MFS so that we can go through the new agreement on a page by page basis and discuss the issues in detail. As you know from our work in the past, much more can be accomplished by meaningful meetings where the parties can discuss and fully understand the other parties' position.

In this response, GTE obviously has not addressed each provision set forth in your proposed agreement as you requested. As noted above, we suggest we meet in order to go over each provision in detail. However, the fact that GTE has not addressed each provision does not constitute its agreement to such provisions. As noted above, discussion needs to be conducted on all issues so that GTE fully understands MFS' position to enable GTE to determine its final position on the provisions and whether modifications can be made to the agreement to make it acceptable to both parties.

As discussed on our conference call of July 15, 1996, GTE believes that MFS has failed to negotiate in accordance with its obligations under Section 252(b)(5) of the Act with respect to terms either not raised by MFS or not substantively negotiated at MFS' request. In addition, while MFS has advised GTE of its intent to file a petition for arbitration tomorrow in Florida, GTE believes that arbitration is inappropriate prior to the FCC's issuance of an order in its interconnection proceeding (CC Docket No. 96-98). Consequently, GTE reserves its right to seek dismissal and/or stay of any arbitration petition which may be filed by MFS.

Finally, in accordance with Order No. PSC-96-0811-FOF-TP in Docket No. 950984-TP, GTE and MFS had a requirement to continue the negotiation on operational issues. As a result, I have attached a new copy of our stipulation with additional language added to cover the operational and financial issues. I would appreciate your concurrence in the attached agreement so that it can be filed with the Florida Public Service Commission.

If you have any questions, please contact me at (813)224-4825.

Sincerely,

*Beverly Y. Menard*

Beverly Y. Menard  
Regional Director-Regulatory & Industry Affairs