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APR 26 PM 3:08
REGULATIONS AND
REPORTING

000500-TP

Re: Rhythms Links Inc. Petition for Arbitration
against GTE Florida Incorporated

Dear Ms. Bayó:

Enclosed for filing on behalf of Rhythms Links Inc. are the original and fifteen copies of Rhythms' Petition for Expedited Arbitration against GTE Florida Incorporated.

By copy of this letter, this document is being furnished to the parties on the attached service list.

Very truly yours,

Richard D. Melson

Richard D. Melson

cc: Certificate of Service
Ms. Bedell
Ms. Keating
Mr. Dowds

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DOCUMENT NUMBER-DATE

05154 APR 26 8

FPSC-RECORDS/REPORTING

BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

In re: Petition of Rhythms Links Inc. for an Expedited Arbitration Award Implementing Line Sharing with GTE Florida Incorporated Pursuant to the Telecommunications Act of 1996

Docket No. 000500-TP Filed: April 26, 2000

RHYTHMS LINKS, INC. PETITION FOR EXPEDITED ARBITRATION

Pursuant to Section 252(b) of the Telecommunications Act of 1996 ("1996 Act"), Rhythms Links Inc. ("Rhythms") petitions the Florida Public Service Commission (the "Commission") for an expedited arbitration award on the unresolved line sharing issues between Rhythms and GTE Florida Incorporated ("GTE"). Rhythms initiated negotiations, but has been unable to negotiate a line sharing amendment with GTE. Therefore, Rhythms petitions the Commission to issue an expedited arbitration award on the issues described below to ensure that line sharing is effectively available throughout the State of Florida on June 6, 2000, consistent with the Federal Communications Commission's ("FCC") Line Sharing Order.

1 Simultaneous with the filing of this Petition, Rhythms is filing a separate, but substantively similar, petition for arbitration against BellSouth Telecommunications, Inc. ("BellSouth"), and Covad Communications Company ("Covad") is filing a separate, but substantively similar, petition for arbitration against both BellSouth and GTE. Indeed, the issues identified in this Petition are identical to those in Rhythms petition against BellSouth and to those included by Covad in its petition. Since the issues raised by, and the positions taken in, Rhythms' and Covad's petitions are the same, Rhythms urges the Commission to consolidate these arbitrations. Rhythms intends to file a separate Motion to Consolidate this Petition with Rhythms' other petition and with that filed by Covad.

2 Deployment of Wireless Services Offering Advanced Telecommunications Capability, Third Report and Order in CC Docket No. 98-147 and Fourth Report and Order in CC Docket No. 96-98 (FCC 99-355) (rel. Dec. 9, 1999) ("Line Sharing Order").

DOCUMENT NUMBER-DATE

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FPSC-RECORDS/REPORTING

I. PARTIES

1. Rhythms is an alternative local exchange carrier ("ALEC"), certificated by the Commission to provide local exchange services in the State of Florida. Rhythms' address is 6933 S. Revere Parkway, Englewood, Colorado 80112. Copies of notices, pleadings and documents in this proceeding should be provided to:

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2. GTE is an incumbent local exchange carrier ("ILEC") providing telecommunications services to customers within its designated service areas in the State of Florida. A copy of this petition is being served on Kimberly Caswell, GTE Florida Incorporated, One Tampa City Center, 201 North Franklin Street, Tampa, Florida 33601-0110.

II. JURISDICTION OF THE COMMISSION

3. The Commission has jurisdiction over Rhythms' petition pursuant to Section 252 of the 1996 Act and Chapters 120 and 364, Florida Statutes.

III. BACKGROUND

4. Line sharing enables a competitive advanced services provider, such as Rhythms, to transmit digital subscriber line (“DSL”)-based services over the same loops by which GTE provides voice services to its customers. The tremendous consumer benefit of this arrangement cannot be overstated. Consumers can receive high-speed, high-capacity data and Internet access without waiting for the ILEC to install a separate loop dedicated to data services. Moreover, line sharing allows consumers to retain their desired local service provider while enjoying the benefits of competitively provided data services, all over a single loop. Line sharing thus truly provides the type of technological convergence that Congress envisioned in the 1996 Act.

5. Indeed, ILECs, including GTE, have been providing their own DSL services solely via line sharing arrangements for more than a year, while refusing to make this functionality available to ALECs.³ In this way, GTE has leveraged its local telephony monopoly into the nascent advanced services market, which the 1996 Act specifically intended to establish as a competitive market.⁴

A. The FCC’s Line Sharing Order

6. Recognizing the anticompetitive nature of the ILECs’ practice to provide line sharing for themselves but not for ALECs, the FCC found that the inability of ALECs to access the high frequency portion of the local loop “materially diminishes the ability of competitive LECs to provide certain types of advanced services to residential and small business users, delays broad facilities-based market entry, and materially limits

³ GTE Systems Telephone Companies, Tariff F.C.C. No. 1, GSTC Transmittal No. 260 (Aug. 28, 1998).

⁴ Section 706 of the 1996 Act grants the FCC authority to ensure the rapid deployment of advanced services to all consumers.

the scope and quality of competitor service offerings.”⁵ Therefore, on December 9, 2000, the FCC, in its *Line Sharing Order*, determined that the high frequency portion of the local loop met the 1996 Act’s definition of a network element and ordered ILECs to provide unbundled access to ALECs according to Sections 251(d)(2) and (c)(3) of the Act.⁶ Noting “any delay in the provision of the high frequency portion of the loop will have a significant adverse impact on competition,”⁷ the FCC ordered ILECs to make line sharing available within 180 days of the release of its order.⁸ Thus, ILECs, including GTE, are obligated under the FCC’s *Line Sharing Order* to provide requesting carriers with unbundled access to the high frequency portion of the loop by June 6, 2000.

7. While Rhythms petitions the Commission to require GTE to provide line sharing consistent with its federal obligations, Rhythms urges the Commission to adopt line sharing as a matter of state law as well. A specific state requirement for line sharing is necessary based on previous GTE attempts to side step or delay their 1996 Act obligations in the individual states. This Commission clearly has the authority to require line sharing as a matter of state law under both Section 251 of the 1996 Act, which empowers state commissions to “establish [] access and interconnection obligations” of ILECs, as well as the FCC’s *UNE Remand Order*, which specifically interprets Section 251 as permitting state commissions to require ILECs to unbundle additional elements.⁹ Thus, the Florida Commission can, and should, order GTE to offer line sharing as an unbundled network element to Rhythms as a matter of state law as well as federal law.

⁵ *Line Sharing Order* at ¶ 5.

⁶ *Id.* ¶¶ 4-5.

⁷ *Id.* ¶ 161.

⁸ *Id.* (further noting that there may be interim measures that will allow access even before 180 days.)

By adopting line sharing as a matter of state law, this Commission will ensure that more Florida consumers have access to a greater choice in DSL services with faster installation and more ease than ever before.

B. Negotiations

8. On November 18, 1999, the same day that the FCC announced its *Line Sharing Order*, Rhythms sent, by overnight mail, a letter, pursuant to Section 252 of the 1996 Act, to GTE requesting interconnection agreement negotiations on line sharing.¹⁰ A copy of this letter is attached hereto at Exhibit "A." Rhythms did not receive a written response to its request to commence line sharing amendment negotiations from GTE.

9. Only in late February 2000 did GTE first propose a draft of its proposed line sharing contract amendment. Subsequently, on February 25, 2000, Rhythms and GTE held a conference call to discuss a line sharing amendment. Then on March 1, 2000, Rhythms and GTE exchanged proposed line sharing contract amendment language. The language provided by Rhythms was substantially similar to that attached to this Petition (at Exhibit "B"). The proposals exchanged on March 1, 2000 were exchanged in direct response to requirements of the California Public Utilities Commission. Based on these requirements, GTE began discussions on a line sharing amendment that would apply in California. Rhythms participated in one and one-half days of meetings with GTE on line sharing on March 9-10, 2000. An additional day of negotiations took place on March 20, 2000, followed by a conference call on March 24, 2000. At the request of

⁹ *Implementation of the Local Competition Provisions of the Telecommunications Act of 1996*, CC Docket No. 96-98, Third Report and Order, FCC 99-238 at 11 (rel. Nov. 5, 1999) ("*UNE Remand Order*"); see also *id.* ¶¶ 163-168.

¹⁰ Letter from Frank Paganelli, Assistant General Counsel, Rhythms, to Samuel Jones, GTE (dated Nov. 18, 1999).

GTE, all of these discussions pertained to GTE providing line sharing in California only. It was not until one and one-half days of line sharing meetings on April 17-18, 2000, that GTE began to attempt line sharing negotiations that would apply to states beyond California.

10. Unfortunately, while some progress has been made in line sharing negotiations with GTE, Rhythms and GTE have failed to reach an agreement on contract amendment language for line sharing. Indeed, Rhythms and GTE have been unable to agree as to whose form of amendment should be used as the basis for the contract amendment.

11. By delaying negotiations for line sharing in Florida for five (5) months, GTE has jeopardized Rhythms' opportunity to access line sharing on nondiscriminatory terms and conditions in time to provide its DSL services over a shared line by June 6, 2000. In effect, GTE is attempting to constrain Rhythms to make the "Hobson's Choice" between signing GTE's initial, un-negotiated amendment or engaging in substantive negotiations for a more reasonable line sharing amendment, which would extend beyond the June 6 deadline. Neither of these options is acceptable and GTE should not be permitted to restrict Rhythms' right to aggressively offer its DSL services to a greater number of Florida consumers through line sharing. Because of GTE's delays, Rhythms must now exercise its statutory right and petition the Commission to arbitrate the issues associated with line sharing so that Rhythms is able to utilize line sharing to provide DSL services to Florida consumers beginning on June 6, 2000. In order to meet the June 6 deadline, Rhythms petitions the Commission for an expedited arbitration.

According to 47 U.S.C. § 252(c)(1), either party may file for arbitration between the 135th and 160th day from the date that the ILEC received the letter initiating negotiations. Therefore, Rhythms can

C. The Commission Should Conduct the Line Sharing Arbitration in Two Phases

12. Rhythms recognizes that the Commission may require the full statutory nine month arbitration period under Section 252(b)(4)¹¹ to resolve all the line sharing related issues. Since the nine month resolution window extends to August 18, well beyond June 6, 2000, Rhythms requests that the Commission divide the arbitration into two separate phases, and address the most critical and time sensitive line sharing issues prior to June 6, 2000.¹²

13. There is nothing in the 1996 Act that restricts the Commission's discretion to divide the issues in an arbitration and address them separately. Moreover, Rhythms proposal is consistent with the *Line Sharing Order's* recognition that, unless handled on an expedited basis, arbitrations could delay the availability of line sharing beyond June 6, 2000. In order to avoid any unnecessary delay, the FCC urged state commissions to grant petitions for expedited arbitration within an accelerated timeframe, and to include specific terms and conditions in the arbitration award to allow for the immediate deployment of line sharing.

We strongly encourage states to issue binding interim arbitration awards that would require the incumbent to begin provisioning this unbundled network element on interim arbitration terms and conditions within 180 days of release of this order. As detailed throughout this order, we have provided specific guidance for the states regarding arbitration awards. We

file for arbitration between April 2, 2000 and April 27, 2000.

¹¹ "The State commission shall resolve each issue set forth in the petition and the response, if any, by imposing appropriate conditions as required to implement subsection (c) upon the parties to the agreement, and shall conclude the resolution of any unresolved issues not later than 9 months after the date on which the local exchange carrier received the request under this section." 47 U.S.C § 252(b)(4)(C).

¹² Section 252(b)(4) of the 1996 Act establishes the role of State commissions in arbitrations. Under this provision, a State commission may only resolve those issues included in the arbitration petition and any response, may require the arbitrating parties to provide any necessary information, and must resolve the arbitrated issues within nine months. The statute is silent, and thus leaves it to the State commission's discretion, on how the State commission should examine and consider the issues.

believe that this is consistent with our goal of federal-state cooperation in facilitating the widespread deployment of advanced services.¹³

Thus, Rhythms' Petition for an expedited arbitration on line sharing consistent with the spirit of the *Line Sharing Order* and will facilitate the deployment of line sharing by June 6, 2000. Therefore, the Commission can, and should, follow Rhythms' proposal to separate the line sharing arbitration issues into two phases in order to meet the June 6 deadline.

14. The Commission should use Phase I to address the core issues for implementing line sharing by June 6, 2000. While these issues are detailed below, they include options for the ownership and location of the splitter, appropriate collocation cabling augmentation intervals, and recurring and nonrecurring rates for the necessary elements. Since these issues are fundamental prerequisites to line sharing, Rhythms urges the Commission to arbitrate these issues on a "fast track" and deliver a Phase I arbitration award in time for Rhythms to provide DSL services over a shared line by June 6, 2000.¹⁴

15. Specifically, for Phase I Rhythms proposes the Commission order Rhythms and GTE to submit all pre-filed testimony and/or other evidence, including GTE's cost-studies, work-papers and all supporting documents, on Phase I issues by May 5; to conduct hearings with full cross-examination on May 11th and 12th; to require Rhythms and GTE to file post-hearing briefs on May 23rd; and to issue a final decision by May 31st. While admittedly accelerated, Rhythms believes that this schedule is necessary in order for the Commission to issue a final decision in time for Rhythms to be able to

¹³ *Line Sharing Order* ¶ 164.

use line sharing by June 6, 2000. Pursuant to this proposal, Rhythms has included in this Petition an issues list identifying the issues for arbitration in Phase I and in Phase II and the parties' positions on those issues,¹⁵ and has identified the relevant contract amendment sections for each issue.¹⁶

16. Rhythms proposes that Phase II address the remaining line sharing issues that, while important to the long term and non discriminatory provision of DSL services over a shared voice line, are not a prerequisite to initiating line sharing by June 6. These issues address the effect of GTE's deployment of new technologies on Rhythms' ability to provide xDSL services utilizing line sharing, including the provision of line sharing over fiber fed digital loop carrier ("DLC") systems and Operations Support Systems ("OSS") (*i.e.*, interfaces for pre-ordering, ordering, provisioning and installation, billing and maintenance and repair) related issues. In addition, as part of its final arbitration award at the end of Phase II, Rhythms urges the Commission to adopt line sharing as a matter of state law.¹⁷ In so doing, this Commission will ensure that more Florida consumers have access to a greater choice in DSL services with faster and easier installation than ever before.

17. While the issues identified herein and the attached contract amendment language incorporate these Phase II issues, Rhythms proposes to provide supporting testimony for these issues consistent with the following proposed procedural schedule for

¹⁴ While Rhythms prefers a permanent resolution on these issues, Rhythms recognizes that the Commission may find that in order to issue a Phase I award in time for the June 6 deadline, the award must be interim.

¹⁵ The issues identified herein are substantially identical to those contained in Covad's Petition.

¹⁶ Rhythms' proposed High Bandwidth Line Sharing UNE Amendment to its existing interconnection agreement with GTE is attached hereto at Exhibit "B" and is incorporated herein by this reference.

¹⁷ A specific state requirement for line sharing is necessary based on previous attempts by ILECs to side step their federal obligations in the individual states.

Phase II. Rhythms recommends that the Commission: require GTE to file an issues matrix, and both parties to file direct testimony during the 4th week in May (the week of May 22) and rebuttal testimony during the 2nd week of June (the week of June 5th); hold hearings during the 3rd and/or 4th week(s) in June (the weeks of June 19 and 26); require the parties to file briefs two weeks after the hearing concludes, thereby enabling the Commission to render a decision on this arbitration petition by August 2000. This schedule would allow the Commission to issue a decision within the statutory nine-month period.

IV. ISSUES FOR ARBITRATION

A. Phase I

18. The Phase I issues are quite straightforward. As noted above, GTE is already, and has been, line sharing at the retail level, for well over a year. Thus, GTE already established the technical feasibility of having POTS analog voice service and highband width DSL service occupy the same physical facility. As a result, the simple task for the Commission in this Phase I is to create the necessary conditions for Rhythms to be able to do what GTE is doing.

19. Phase I issues are fully captured in the attached interconnection agreement language and by the issues identified below. The rationales and justifications for the proposed language will be more fully explained in the various testimonies that Rhythms will file. As a result, this Petition simply and straight-forwardly summarizes these issues.

1. Network Architecture

20. The first general Phase I issue concerns the different network architectures available for line sharing. These architectures are addressed in Sections IV, V and VI of

the proposed amendment language and in Issues 1-3 below. Section IV of the amendment introduces the network configurations of Home Run Copper and fiber fed DLC, while Sections V and VI provide detailed provisions on the network topology and necessary elements for line sharing in these two environments. While both of these configurations are provided in the attachment, Rhythms recommends that the Commission limit Phase I to the Home Run Copper architecture, which is the networking configuration most familiar to the Commission and the parties. In this configuration, the ALEC utilizes the high frequency portion of a copper loop from the customers' premises to the serving central office, and obtains its DSL signal via a copper handoff at that central office. According to the FCC's *Line Sharing Order*, GTE must provide this portion of the loop as an unbundled network element.¹⁸

21. As identified in Issues 1-2 below, one of the primary network configuration issues in a Home Run Copper scenario is the placement and ownership of splitters. Splitters are the devices used to separate the analog POTS voice signal from the high-bandwidth DSL signal that is carried on the same physical loop facility. Splitters can be installed in a number of different locations, including in the ALEC's collocation arrangement, in an intermediate frame or bay located in a common area accessible to both the ALEC and GTE, and in a frame or bay located in GTE-controlled space inaccessible to the ALEC. It is also possible for either the ALEC or GTE to own and maintain the splitter.

22. As the proposed interconnection agreement amendment,¹⁹ and issues identified below²⁰ reflect, Rhythms proposes a "menu" approach to splitter location and

¹⁸ *Line Sharing Order* ¶¶ 16-19.

¹⁹ This issue is addressed in Section V(2) of the proposed line sharing language.

ownership. Depending on their business plans, ALECs may prefer different arrangements for splitter ownership and placement. For example, different ALECs may desire to obtain the use of a GTE owned splitter on a port-by-port or dedicated splitter (“shelf”) basis. Likewise, other ALECs, such as Rhythms, may prefer to own the splitter and place it in its collocation line-up to ensure unfettered access and control over the splitter. Only this menu approach allows ALECs to make the choice that best serves their competitive needs.

23. An additional network configuration issue concerns the appropriate interval for adding to, or augmenting, the facilities that connect to Rhythms’ collocation facilities needed to support line sharing. These facilities, commonly called tie-cables or cross-connects are installed by GTE. Installation of these tie cables is a straightforward task, and can be accomplished within 30 calendar days, which is the interval proposed by Rhythms in the attached interconnection agreement language.²¹

24. Finally, Phase I should encompass provisioning intervals for line sharing. Rhythms urges the Commission to adopt a phased provisioning interval that starts at three business days and is subsequently reduced to one business day.²²

2. Rates

25. The availability of line sharing is only effective in increasing the availability of advanced services to the extent that the recurring and nonrecurring rates for line sharing are nondiscriminatory. Indeed, obtaining line sharing at a

²⁰ Splitter ownership and location is addressed in Issues 1-2 below.

²¹ Section V(2) of the proposed line sharing language and Issue 3 below.

²² Provisioning intervals are addressed in Section VIII of the attached contract language and at Issue 5 below.

nondiscriminatory price is as competitively necessary as obtaining line sharing functionality in the first instance.

26. As a UNE, the high frequency portion of a loop must be priced in accordance with the Act's cost-based pricing requirement.²³ According to the FCC, it is "reasonable to presume that the costs attributed by LECs in the interstate tariff filings to the high-frequency portion of the loop cover the incremental costs of providing xDSL on a loop already in use for voice services."²⁴ Thus, GTE's cost of the loop to provide its tariffed DSL services is the best evidence of the cost actually incurred by the loop for addition of those services. GTE has publicly stated that it is inappropriate to allocate loop costs among the services provided over a loop and that 100% of loop costs should be allocated to basic services.²⁵ As such, use of the data channel of an existing loop does not create additional incremental cost burden to that loop. Stated otherwise, GTE has assigned a loop cost of \$0.00 to the aggregate cost of providing its federally tariffed DSL services. GTE's determinations in this regard present the best evidence that the addition of data services to existing copper voice loops does not create or cause additional incremental cost to the loop. Therefore, the rate for the high frequency portion of the loop should be set at \$0.00.²⁶

B. Phase II

27. Phase II should address the effect of GTE's deployment of new technologies on Rhythms' ability to provide xDSL services through line sharing,

²³ *Line Sharing Order* ¶ 134; 47 U.S.C. § 252(d)(1).

²⁴ *Line Sharing Order* ¶ 140.

²⁵ GTE Systems Telephone Companies, Tariff F.C.C. No. 1, GSTC Transmittal No. 260 (Aug. 28, 1998).

²⁶ The monthly cost of the high frequency portion of the loop is Issue 9 below. Rhythms' proposed rate for the tie cable and splitter are described in Section X of the attached interconnection agreement and supporting testimony.

including line sharing over fiber fed DLC systems and OSS issues. Reserving the right to more fully explore these issues in subsequent testimony during Phase II, Rhythms provides a brief overview of these issues below.²⁷

28. Line sharing in a Fiber-Fed DLC configuration utilizes copper facilities from the customer premises to the ILEC's Remote Terminal, and fiber facilities from the Remote Terminal to the serving central office or other appropriate handoff point. Different serving arrangements apply to this type of network configuration. Nevertheless, because Rhythms believes that GTE will soon be using the Fiber-Fed DLC configuration, the arbitration decision and final interconnection agreement language must address both Home Run Copper and Fiber-Fed DLC configurations.

29. With regard to OSS, GTE already solved all of the issues associated with the pre-ordering, ordering, provisioning and installation, and testing, repair and maintenance functions related to the use of a single facility for two services. As a result, the simple task for the Commission in this arbitration is to create the necessary conditions for Rhythms to be able to do what GTE itself currently is doing. These issues are addressed in Sections VII, VIII, and IX of the attached interconnection agreement language, and will be supported further through later testimony. The language in these Sections of the attachment address the fact that at the current time, GTE is not ready to accept and process ALEC line sharing orders on a fully mechanized flow-through basis. As a result, Rhythms will address manual and semi-mechanized OSS interfaces. It should be noted, however, that GTE already deployed OSS changes that allow it to utilize fully mechanized flow-through techniques for its own tariffed line-shared services. Under the 1996 Act, non-discrimination and parity requirements mandate that ALECs

²⁷ These issues are also included in the proposed contract language and the issues matrix.

have available to them equally efficient OSS, processes, and intervals. Thus, Rhythms' proposed interconnection agreement language also addresses ALECs' equal access to efficient electronic flow through OSS.

C. Positions of the Parties

30. The specific issues that Rhythms seeks the Commission to resolve and the positions of Rhythms and GTE relative to these issues are as follows:

1. *Phase I Issues*

31. Issue No. 1: Should GTE be required to provide a menu of three splitter network configurations to address CLECs' differing business needs in all requesting central offices by June 6, 2000?

Rhythms' Position: Yes. GTE should be required to offer the CLECs a menu of options for splitter ownership and location. The CLECs should be able to choose from the following options on a central office by central office basis: (1) the CLEC purchases and owns the splitter and places it in CLEC's collocation arrangement; (2) the CLEC purchases and provides the splitter, or specifies the splitter for GTE to obtain, and chooses to have the splitter placed in a common area in GTE's serving wire center to which the CLEC has access; and (3) GTE owns and obtains the splitter and locates it in an area in the serving wire center to which the CLEC does not have access (e.g., on or adjacent to the frame).

Each CLEC should be able to choose among these options on an individual central office basis. Only with such flexibility will each CLEC be able to implement its individualized business plan to provide advanced services to consumers on a widespread

basis. (See Exhibit "B", High Bandwidth Line Sharing UNE Attachment, Section V.A.2(i).)

GTE's Position: Splitters may be located in the CLEC collocation area or in GTE's area of the central office. GTE does not provide common area access in its normal central office configuration, and CLEC's 4-TEL testing ability, coupled with collocation options, eliminates the need for this option. It is not reasonable to expect GTE to make an extensive menu of splitter options available by June 6.

32. Issue No. 2: If GTE owns the splitter, should it provide splitter functionality to CLECs on a line-at-a-time and/or shelf-at-a-time basis?

Rhythms' Position: Yes. GTE should be required to offer CLECs both options (line-at-a-time and/or shelf-at-a-time). Installation of tie cables is a simple task that ILECs already perform. Since the FCC's order requiring line sharing requires that line sharing be available by June 6, 2000, ILECs should be planning to proactively install a large number of tie cables and splitters necessary for line sharing on an expedited basis and in bulk. (See Exhibit "B", High Bandwidth Line Sharing UNE Attachment, Section V.A.2(i)(a)(2-3).)

GTE's Position: GTE will provide common or shared port-by-port and cards/bays at this time due to their increased efficiency. GTE will take dedicated arrangements under advisement.

33. Issue No. 3: Is thirty (30) calendar days the appropriate interval for collocation augments to provide line-sharing?

Rhythms' Position: Yes. Installation of tie cables is a simple task that ILECs already perform. Because of the FCC's order requiring line sharing to be available by a

date certain, ILECs should be planning to install a large number of cross-connects splitters necessary for line sharing on an expedited basis and in bulk. Installation of multiple tie cables can be done efficiently and quickly at any particular serving wire center, making the 30-day installation interval quite achievable. (See Exhibit "B", High Bandwidth Line Sharing UNE Attachment, Sections V.A.2(ii) and VI.D.)

GTE's Position: Tie cables are part of GTE's standard collocation offering and previously established installation intervals for collocation should apply (typically 80 days).

34. Issue No. 4: Should GTE be required to provide CLECs with direct access to the shared physical loop for testing purposes at any technically feasible point?

Rhythms' Position: Yes. Where GTE owns the splitter, GTE should permit CLECs to perform maintenance, repair, and testing work on, and should provide CLECs with access to, the splitter twenty-four hours a day, seven days a week. Where a CLEC owns the splitter, that CLEC may perform any necessary testing involving the splitter. In no event is GTE to perform work that interferes with the flow of data to a CLEC customer without first coordinating with the CLECs. CLECs should also have physical access to the loop 24 hours a day, 7 days a week. CLECs shall also have the option to access any loop testing functionality available to GTE and/or its data affiliate, including remote testing access. (See Exhibit "B", High Bandwidth Line Sharing UNE Attachment, Sections IX.A.2(ii) and IX.A.3.)

GTE's Position: Where GTE owns the splitter, CLECs' test access via GTE's web GUI interface (WISE) provides sufficient test access.

35. Issue No. 5: Should GTE be required to provide the Line Sharing UNE in a three business day interval from June 6 to September 6, in a two day business interval from September 7 to December 7, and in a one day business interval thereafter and a five business day interval for loops that require deconditioning?

Rhythms' Position: Yes. GTE should be required to complete the provisioning and installation of the Line Sharing UNE within three business days for the period between June 6 to September 6, two business days from September 7 to December 7, and one business day thereafter. If the CLEC requests de-conditioning of the Line Sharing UNE, the provisioning and installation interval should be extended by an additional two business days, or a five business day interval.

Since line sharing is provisioned on a loop that is already being used to provide voice services by GTE, other than back office changes to billing records and central office wiring, GTE should not need to perform a significant work effort to provide the line sharing UNE to the CLEC. In particular, a dispatch should not be necessary. Therefore, a phased interval schedule from three to one business days is reasonable. For these same reasons, the intervals proposed by GTE are unnecessarily long. (See Exhibit "B", High Bandwidth Line Sharing UNE Attachment, Section VIII.)

GTE's Position: Inflexible intervals should not be included in the contract. The same intervals as provided for retail ADSL should apply, since the same work effort is required. GTE will agree to provision in 5 business days (no conditioning) or 11 business days (if conditioning is required) intervals. Provisioning line sharing requires additional jumpers to be run, which involves more work than provisioning an unbundled loop.

36. Issue No. 6: What are the appropriate recurring and non-recurring charges for all elements of the line sharing UNE?

Rhythms' Position: A one time, nonrecurring fee of \$5.78 should be charged for installing jumpers, and an additional \$3.21 for additional jumpers. For removing jumpers, a one time, nonrecurring fee of \$1.93 should be charged. No recurring costs should be charged for adding or removing jumpers. Use of the GTE splitter should be at a rate of \$0.90 per port, per month of use. Rates for cross-connect should be per commission-approved cross-connect prices. Rhythms proposes a \$0.00 rate for utilizing the high frequency portion of the loop. Deconditioning of loops should be based on TELRIC's forward looking methodology, and accordingly cost \$0.00 for both recurring and nonrecurring charges. To pre-order loops, there should be \$0.00 monthly recurring charges and a non-recurring charge that has yet to be determined. Additionally, a \$0.15 non-recurring rate for ordering loops should be applied. (*See Exhibit "B", High Bandwidth Line Sharing UNE Attachment, Sections II.F and X.*)

GTE's Position: GTE has not proposed to allocate any costs to the loop. For all other rates, GTE's position is unknown.

2. *Phase II Issues*

37. Issue No. 7: In addition to providing line sharing over home run copper loops, must GTE also allow CLECs to provide xDSL services utilizing line sharing on loops that traverse fiber-fed digital loop carrier ("DLC") systems between the remote terminal and the central office?

Rhythms' Position: Yes. GTE must provide CLECs with the ability to utilize line sharing on loops that traverse fiber-fed DLC systems, as well as loops that traverse

home run copper. It is technically feasible today for GTE to provide line sharing over both types of loops to CLECs. Parity demands that GTE enable CLECs to utilize line sharing over loops deployed in GTE's new network architecture. Any other outcome would result in GTE creating a new monopoly in the provision of advanced services to end-user customers served by loops that traverse fiber-fed DLC systems.

The specifics of how GTE should be required to provide line sharing on fiber-fed DLC loops is contained in the Rhythms' proposed line sharing contract amendment language. (See Exhibit "B", High Bandwidth Line Sharing UNE Attachment, Sections III, IV.A, V.A.1-2, VI, VII.B, VIII.B, IX.B, and X.)

GTE's Position: No. Because this architecture involves fiber as well as copper, line sharing under this scenario requires unbundled access to the subloop at the remote terminal. This subloop unbundling obligation, which does not take effect until May 17, 2000, raises additional and much more complex technical, operational, and pricing issues than does line sharing over copper loops as addressed in the *Line Sharing Order*. In addition, GTE has no immediate plans to roll out this architecture on a widespread basis.

38. Issue No. 8: Should CLECs have direct electronic access to GTE's operational support systems ("OSS")?

Rhythms' Position: Yes. In order to have nondiscriminatory access to the ILECs' OSS, CLECs should have direct electronic access to these systems. According to the FCC's *Line Sharing Order* ILECs' OSS already support the xDSL-based services currently offered by the ILECs. In order for CLECs to enjoy nondiscriminatory access to OSS, direct access to all five functionalities are required: pre-ordering, ordering, provisioning and installation, billing, and repair and maintenance. For example, during

pre-ordering, the CLECs should have both electronic and manual access to GTE's OSS that contain Loop Makeup Information (including GTE's databases such as LFACS and TIRKS), so that CLECs may access Loop Makeup Information directly and make their own determinations as to whether a particular loop is suitable for the services that the CLEC intends to provide over the loop. CLECs should also be able to access any Loop Makeup Information that either currently exists, or is being—or can be developed in the future—anywhere within GTE's OSS, and that can be accessed by any of GTE's personnel. Only when a CLEC is able to access such information will GTE be complying with its FCC *UNE Remand Order* and FCC *Line Sharing Order* obligations and will a CLEC be able to determine the type of service it will provide to a customer when that customer is on the line. CLEC's must have access to such pre-ordering functionalities no later than June 6, 2000.

Similarly, CLECs must be able to order loops using line sharing via a real-time, electronic interface. This electronic ordering capability must be integrated with GTE's pre-ordering functionality of providing Loop Makeup Information. In its Executive Summary in the *Line Sharing Order*, the FCC concluded that “[t]he record shows that incumbents should be able to resolve operational issues associated with implementation of line sharing, including modifications to operations support systems, within six months [*i.e.*, by June 6, 2000].” (See Exhibit “B”, High Bandwidth Line Sharing UNE Attachment, Section VII.)

GTE's Position: Direct access to loop pre-qualification information and other OSS systems is not required today under the *Line Sharing Order*. Rather, CLECs are required to have access to information on a nondiscriminatory basis with GTE, even if

such access is not electronic. The CLECs will have access to loop pre-qualification information via GTE's internet-based WISE system. Direct electronic access to GTE's ordering system is available via electronic data interface (EDI). GTE has also implemented a GUI interface for ordering. GTE will provide nondiscriminatory access to its OSS.

39. Issue No. 9: In order to consider the installation of the line sharing UNE complete, must GTE test and the CLEC affirmatively accept the line sharing UNE?

Rhythms' Position: Yes. GTE should be required to verify continuity and balance relative to tip and ring on the copper portion of the loop prior to providing a loop to a CLEC. If GTE requires this in order to provide voice services to its end-users, GTE should be able to satisfy this requirement by verifying and informing the CLEC that the loop is actively being used in the provision of voice services. Once GTE completes testing of continuity and line balancing, CLEC may either accept the line or may conduct its own testing. If, after conducting its own testing, the line-sharing UNE is not capable of providing xDSL services, Rhythms may refuse to accept the line, and may instead open a trouble ticket with the provisioning group of GTE.

ILECs should not consider installation of the Line Sharing UNE complete until the CLEC has affirmatively accepted the Line Sharing UNE. CLECs have often experienced situations in which an ILEC informs the CLEC that installation of a loop was complete, only to find that the loop was either defective or was not installed properly. Yet, the ILEC technician had indicated to both the ILEC and the CLEC that the installation was complete. This forced the CLEC to open a maintenance trouble ticket in the general maintenance population that contains all troubles, rather than in a more

focused installation ticket. This has proven particularly troubling to CLECs because maintenance technicians are not always fully trained on the nuances of installation issues. (See Exhibit "B", High Bandwidth Line Sharing UNE Attachment, Section VIII.A.4 and VIII.B.2.)

GTE's Position: No. GTE agrees in principle that the performance testing scheme suggested by Rhythms may improve customer service, but GTE systems do not currently possess the required capabilities. Cooperative acceptance testing is not required by the *Line Sharing Order*, and inflexible intervals should not be included in the contract. Cooperative testing per se is not required by the Line Sharing Order, and the issue is broader than line sharing. Such testing is time consuming and expensive and any problem may be addressed in other ways. GTE will work cooperatively with the CLECs and has taken this under review.

40. Issue No. 10: What is the appropriate maintenance and repair time interval?

Rhythms' Position: In response to CLEC requests for repair of the line sharing UNE, the line cards in the DLC or splitter, GTE shall maintain a mean-time-to-repair interval of two hours, applied monthly. GTE should accept maintenance trouble tickets and perform maintenance and repair on a 24/7 basis. Further, where GTE owns the splitter and provides CLECs with access to the splitter, CLECs require 24-hour per day, 7-days per week access to the splitter and to the test head for maintenance, repair, and testing. (See Exhibit "B", High Bandwidth Line Sharing UNE Attachment, Section IX.)

GTE's Position: To be consistent with the retail parity standard, inflexible intervals should not be included in the contract. GTE's standard repair interval for retail

service is 24 hours. GTE will provide repair at parity. GTE will update its repair interval once the results of its technology trial are evaluated.

41. Issue No. 11: Should GTE pay for the cable that carries voice traffic from the CLEC's splitter back to GTE's main distribution frame ("MDF")?

Rhythms' Position: Yes. Where the CLEC owns the splitter, GTE should pay for the cost of the cable from the CLEC splitter to the MDF. The splitter serves as a point of interconnection between the GTE network and that of the CLEC. Each party is responsible for the costs of getting its traffic to this point of interconnection, where it then hands off traffic to the other party. Once the hand-off occurs, the other party is responsible for the costs it incurs in transporting the traffic.

GTE's Position: CLECs are attempting to require GTE to provide the tie cable required to interconnect with CLEC in order to receive the voice traffic. CLECs should pay for this because it is an incremental cost to GTE associated with line sharing. It is not GTE's responsibility. Tie cable matters are addressed in existing collocation offerings and can be handled under them.

42. Issue No. 12: What, if any, charges for OSS upgrades should CLECs pay to ILECs to accommodate line sharing?

Rhythms' Position: CLECs should be required to pay for only those charges to OSS upgrades that are uniquely caused by CLECs ordering line sharing. (*See Exhibit "B", High Bandwidth Line Sharing UNE Attachment, Section X.*)

GTE's Position: GTE wishes to propose a separate charge for OSS development but cost support is not available at this time.

43. Issue No. 13: Should GTE be allowed to charge for de-conditioning (or sometimes referred to as "conditioning") a loop to provide line sharing and, if so, what should that charge be?

Rhythms' Position: No. GTE should not be allowed to charge CLECs to de-condition a loop. The FCC's mandated TELRIC methodology requires that rates, both recurring and non-recurring, be based on a least-cost, forward-looking, network design and be based on the same such network design. Moreover, the FCC's TELRIC methodology explicitly precludes the consideration of embedded costs, which load coils and excessive bridged taps represent. Instead, the FCC has found that prices for interconnection and unbundled network elements should be based on the cost of a "reconstructed local network" deploying "the most efficient technology for reasonably foreseeable capacity requirements." TELRIC-based pricing of unbundled network elements mimics the outcome that would occur if GTE faced effective competition in the provision of unbundled network elements. For example, in a forward-looking network design load coils and excessive bridged taps would not be deployed. Consequently, in a least-cost, forward-looking network, there would be no load coils or bridged taps to remove from a loop. Accordingly, GTE should not be permitted to assess de-conditioning charges to provide line sharing. (*See Exhibit "B", High Bandwidth Line Sharing UNE Attachment, Sections VIII.A.3 and X.*)

GTE's Position: GTE proposes to charge for conditioning when conditioning is requested by the CLEC. Bridge taps and load coils are a normal part of network provisioning and meet industry standards. They are required to efficiently provision service in a timely manner, and do not degrade voice service. Thus, to remove the taps

and coils is an incremental cost that would not have been incurred by for line sharing, and GTE must be permitted to recover this cost. GTE will decline to condition a loop if there is greater than a 8 db. loss.

44. Issue No. 14: Should CLECs pay for GTE to determine whether a loop desired for line sharing is capable of providing DSL and, if so, what should that charge be?

Rhythms' Position: No. Just as with OSS rates generally, rates for access to Loop Makeup Information must be based on forward-looking systems. The Loop Makeup Information sought by the CLECs would be in the GTE system in a forward-looking environment; indeed, the GTE system already contains most, if not all, of this information. Therefore, in a forward-looking network, the cost of mechanized access to Loop Makeup Information is de minimis. (See Exhibit "B", High Bandwidth Line Sharing UNE Attachment, Sections VII.A.1-2, VII.B.1 and X.)

GTE's Position: The *Line Sharing Order* authorizes recovery of loop prequalification information, which is incremental to line sharing. GTE is still developing costs for line sharing.

45. Issue No. 15: Should GTE be prohibited from deploying new technologies or otherwise engaging in activities that impede CLEC's provision of xDSL services?

Rhythms' Position: Yes. GTE must not deploy any technology, including fiber deployment that will limit or otherwise impede in any manner CLECs' ability to deploy multiple voice, video, or other advanced services. GTE also must not migrate any end-user who is presently receiving CLEC data services over the high frequency portion of the loop without obtaining the prior written consent of CLEC. When a CLEC leases an

unbundled network element, the CLEC has paid for the right to utilize that element. GTE does not have the right to unilaterally interrupt CLECs provision of service over that UNE. (See Exhibit "B", High Bandwidth Line Sharing UNE Attachment, Sections II.D and IV.C.2-3.)

GTE's Position: GTE is free to upgrade its plant by laying fiber and deploying any technology, including remote terminals or DLC, and to upgrade its plant. CLECs are attempting to dictate what type of network technology GTE deploys. Under these circumstances, CLECs may be required to forego access to the high frequency portion of the loop or find other alternatives to provide service.

46. Issue No. 16: Should GTE be required to share with CLECs its fiber DLC deployment plans?

Rhythms' Position: Yes. GTE must provide CLECs with copies of all technical specifications and network architecture information, including any Network Operation Plans and any draft or final Methods and Procedures, regarding any GTE-planned DLC or other network deployment that may impact CLEC's provision of xDSL loops or line sharing. (See Exhibit "B", High Bandwidth Line Sharing UNE Attachment, Section IV.C.1.)

GTE's Position: GTE is free to upgrade its plant by laying fiber. CLECs are requesting that GTE provide technical specifications and network architecture information beyond the scope of what is required by the UNE Remand or *Line Sharing Orders*. GTE is not deploying Line Sharing DLC equipment at this time as contemplated by Rhythms in its proposed amendment. GTE's plans for deployment of fiber-fed DLC are not final, and the FCC has not resolved issues related to ownership of line cards and

optical concentration devices that are prerequisites for unbundling, technical and operational issues and is not suitable for consideration.

V. **CONCLUSION**

47. For the foregoing reasons, Rhythms requests that the Commission commence an expedited arbitration with a decision in time to commence line sharing by June 6 on the Phase I issues of line sharing network configurations and rates. In addition, Rhythms petitions the Commission to adopt Rhythms proposed list of Phase II issues, including line sharing over a fiber fed DLC and OSS, as well as Rhythms proposed procedural schedule.

Respectfully submitted,



By:

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Counsel for Rhythms Links Inc.

Dated: April 26, 2000

CERTIFICATE OF SERVICE


I HEREBY CERTIFY that a copy of the foregoing was served this 26 day of April, 2000, on the following:

Kimberly Caswell
GTE Florida Incorporated
One Tampa City Center
201 North Franklin Street
FLTC0007
Tampa, Florida 33601-0110

By Federal Express

Beth Keating
Division of Legal Services
Florida Public Service Commission
2540 Shumard Oak Boulevard
Tallahassee, FL 32399

By Hand Delivery



Attorney

**RHYTHMS**

November 18, 1999

VIA OVERNIGHT DELIVERY

Samuel Jones
GTE
HQE01G33
600 Hidden Ridge
Irving, Texas 75015

Dear Mr. Jones:

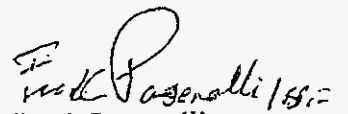
I represent Rhythms Links Inc. f/k/a ACI ("Rhythms"), a CLEC either providing or with plans to provide service in California, Florida, Illinois, Missouri, North Carolina, Ohio, Oregon, Texas, Virginia, and Washington. This letter constitutes Rhythms' formal request under sections 251 and 252 of the Telecommunications Act of 1996 to begin good faith negotiation of an interconnection agreement for line sharing or an amendment to any existing interconnection agreement with GTE for these states to provide for line sharing.

Rhythms seeks to negotiate in the most expeditious possible manner, and would therefore like to negotiate on a regional basis. More significant, Rhythms seeks to ensure that an agreement is in place that would permit Rhythms to offer services over shared lines no later than six (6) months from the date of this letter. Rhythms negotiators will have authority to bind the company, and we expect that the GTE negotiators will similarly have the authority to bind GTE.

As time is of the essence for this interconnection agreement or amendment, we are prepared to meet within the next few days and would therefore appreciate a written response to this letter no later than November 23, 1999. Please send the response to my attention at the above listed address.

Be advised that this request should in no way forestall or delay any ongoing negotiations with respect to terms of interconnection.

Sincerely,


Frank Paganelli
Assistant General Counsel

xc: California Public Utilities Commission
Florida Public Service Commission
Illinois Commerce Commission
Missouri Public Service Commission
North Carolina Utilities Commission
Public Utilities Commission of Ohio
Oregon Public Utility Commission
Texas Public Utility Commission
Virginia State Corporation Commission
Washington Utilities and Transportation Commission

**HIGH BANDWIDTH LINE SHARING UNE AMENDMENT
TO THE INTERCONNECTION AGREEMENT
BETWEEN GTE FLORIDA INCORPORATED AND [CLEC]
DATED [INSERT DATE]**

Pursuant to this Agreement, (the "High Bandwidth Line Sharing UNE Amendment"), [CLEC] ("CLEC") and GTE Florida Incorporated ("GTE"), hereinafter referred to individually as a "Party" and collectively as the "Parties," hereby agree to amend that certain Interconnection Agreement between the Parties dated [INSERT DATE] (the "Interconnection Agreement") for the State of Florida.

WHEREAS, CLEC and GTE entered into an Interconnection Agreement on [DATE], and

WHEREAS, CLEC and GTE seek to implement the Federal Communications Commission's ("FCC") Third Report and Order in CC Docket No. 98-147 and Fourth Report and Order in CC Docket No. 96-98 (released December 9, 1999) (FCC 99-355) ("Line Sharing Order"), including the implementation deadlines specified therein;

WHEREAS, CLEC and GTE seek to implement the FCC's Third Report and Order in CC Docket No. 96-98 (released November 5, 1999) (FCC 99-238) ("UNE Remand Order") as it relates to High Bandwidth Services;

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, the Parties hereby covenant and agree as follows:

1. This High Bandwidth Line Sharing UNE Amendment, including without limitation the High Bandwidth Line Sharing UNE Attachment attached hereto, which is incorporated herein by this reference, sets forth the rights and obligations of each Party with respect to the rates, terms and conditions for High Bandwidth Services provided via Line Sharing.
2. The Parties agree that they intend for the High Bandwidth Line Sharing UNE Amendment to be construed and interpreted broadly by the Parties. The Parties further agree that the High Bandwidth Line Sharing UNE Amendment shall be construed and interpreted by the Parties to enable CLEC to offer the broadest possible array of advanced services to consumers in the State of Florida.
3. The Parties agree that they shall apply the High Bandwidth Line Sharing UNE Amendment to current technologies and to future technologies as they become available, regardless of whether or not GTE or GTE's data affiliate chooses to deploy such technology(ies).

4. The Interconnection Agreement entered into between GTE and CLEC is hereby amended to add this High Bandwidth Line Sharing UNE Amendment as a new Appendix to the Interconnection Agreement.

5. Capitalized terms used but not otherwise defined herein have the meanings ascribed to them in the Interconnection Agreement.

6. This High Bandwidth Line Sharing UNE Amendment shall have an effective date of June 6, 2000 and shall be coterminous with the Interconnection Agreement.

7. This High Bandwidth Line Sharing UNE Amendment, together with its preamble and recitals and with any exhibits, schedules, appendices or other attachments hereto, each of which is incorporated by this reference, sets forth the entire understanding of the Parties, supersedes all prior agreements between the Parties to the extent they relate to the subject matter contained herein, and merges all prior discussions between the Parties.

8. If any provision(s) of this High Bandwidth Line Sharing UNE Amendment conflicts or is otherwise inconsistent with any provision(s) of the Interconnection Agreement or with any provision(s) of any of the federal tariffs or schedules or state tariffs or schedules of GTE, the provision(s) of this High Bandwidth Line Sharing UNE Amendment shall control.

9. All of the other provisions of the Interconnection Agreement, dated [insert date], shall remain in full force and effect.

10. Either or both of the Parties may submit this High Bandwidth Line Sharing UNE Amendment to the Florida Public Service Commission (the "Commission") for approval subject to Section 252(e) of the Federal Telecommunications Act of 1996.

IN WITNESS WHEREOF, the Parties hereto have caused this High Bandwidth Line Sharing UNE Amendment to be executed by their respective duly authorized representatives on the date(s) indicated below.

[FULL CLEC NAME]

GTE Florida Incorporated

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

HIGH BANDWIDTH LINE SHARING UNE ATTACHMENT

- I. Purpose
 - A. This High Bandwidth Line Sharing UNE Attachment ("Attachment") sets forth the rates, terms and conditions pursuant to which GTE will provide the services, network elements and interconnection components necessary for CLEC to provide High Bandwidth Services utilizing Line Sharing to customers in the State of Florida.
- II. Scope
 - A. GTE shall make available to CLEC the services, network elements and interconnection components described in this High Bandwidth Line Sharing UNE Attachment at the rates, terms and conditions set forth herein.
 - B. The Parties agree that they will interpret, implement and apply the provisions of this Attachment broadly, in a manner enabling CLEC to provide the broadest possible array of High Bandwidth Services to customers in the State of Florida, through the use of Line Sharing.
 - C. The Parties agree that they will interpret, implement and apply the provisions of this Attachment to current technologies and to future technologies as they become available, regardless of whether GTE or the data affiliate of GTE has deployed or chooses to deploy such technology(ies).
 - D. The Parties agree that pursuant to this Attachment CLEC may deploy any High Bandwidth or advanced services technology that (i) complies with industry standards; (ii) is approved by an industry standards body, the FCC or any state commission; or (iii) has been (at the time CLEC is seeking deployment) successfully deployed by any carrier in any state. GTE shall permit deployment of any technology meeting any of these three (3) criteria unless GTE has obtained from the Florida Public Service Commission an order or other decision concluding that the deployment of the particular technology will significantly degrade the performance of other advanced services or traditional voice band services. As of the effective date of this High Bandwidth Line Sharing UNE Attachment, GTE shall permit CLEC to deploy any technology meeting any one of the above three (3) criteria, including without limitation Asynchronous Digital Subscriber Line ("ADSL"), Rate-Adaptive ADSL ("RADSL"), Multiple Virtual Lines ("MVL"), and G.Lite.
 - E. GTE shall make available the services, network elements and interconnection components described herein to CLEC at rates, terms and

conditions detailed herein. Such rates, terms and conditions shall be at least equal to those provided by GTE to itself, to any GTE Affiliate (including without limitation GTE's data affiliate), to any other telecommunications carrier, to any GTE customer or end-user, or to any other party.

- F. The Parties agree that the rates and charges for any services, unbundled network elements or interconnection components contained herein are all-inclusive, and, with the sole exception of any applicable collocation rates, no other rates or charges shall apply.

III. Definitions

- A. High Bandwidth Line Sharing Unbundled Network Element ("HBL S UNE") is an unbundled network element that utilizes Line Sharing on a twisted copper pair when entering the end-user premises, and that provides for a hand-off of High Frequency traffic to CLEC at any technically feasible point specified by CLEC, over which CLEC may provide High Bandwidth Services to the end-user.
- B. High Bandwidth Services are services with a transmission rate of at least 128 kilobits per second.
- C. Line Sharing is a method by which CLEC provides High Bandwidth Services (i) that allows for CLEC, as a second carrier, to use the same copper twisted pair wire that serves a particular end-user customer as is used by said end-user customer to obtain voice services from the voice provider carrier (*i.e.*, the first carrier); (ii) that uses the frequency spectrum above the voice channel on said copper pair wire (*i.e.*, above 4000 Hz ("High Frequency")); and (iii) that provides for a hand-off of High Frequency traffic from GTE to CLEC at any technically feasible point specified by CLEC.
- D. Permanent Virtual Circuit ("PVC") is a logical communication path that provides the equivalent of a dedicated physical point-to-point path over an Asynchronous Transfer Mode ("ATM") packet switching network.
- E. Permanent Virtual Path ("PVP") is an ATM logical communications path that comprises multiple PVCs.
- F. Quality of Service refers to performance specifications for ATM service defined by the ATM Forum and the ITU-T. PVPs and PVCs shall be provided to CLEC at all of the following options: ITU-T Quality of Service Classes A, B, C, and D; ATM Forum Quality of Service Classes 1, 2, 3, and 4; and Service Class Categories Available Bit Rate, Constant Bit

Rate, Variable Bit Rate – real time, Variable Bit Rate – not real time, and Unspecified Bit Rate.

- G. Remote Terminal means a controlled environmental vault, fiber hut, cabinet or other structure equipped with fiber-fed Digital Loop Carrier (“DLC”) equipment.

IV. Network Configurations

- A. GTE shall enable and allow CLEC to provide High Bandwidth Services utilizing either of the following network configurations for the HBSL UNE:
 - 1. Home Run Copper – Home Run Copper consists of an all-copper pair between an end-user customer demarcation location and the Main Distribution Frame in GTE’s serving wire center that is jumpered and cross-connected to a CLEC collocation arrangement located in said serving wire center. Figures 1-3 (attached at the end of this Attachment) depict a diagram of this configuration. The specific terms and conditions for this configuration are contained in Section V – Home Run Copper (below); and
 - 2. Fiber-Fed DLC – Fiber-Fed DLC consists of an all-copper pair from the end-user customer demarcation location to a Remote Terminal, and fiber from the Remote Terminal to CLEC’s designated point of interconnection. Figure 4 (attached at the end of this Attachment) depicts a diagram of the possible Fiber-Fed DLC configurations. The specific terms and conditions for these configurations are contained in Section VI – Fiber-Fed DLC (below).
- B. In any instance in which CLEC is using Line Sharing to provide High Bandwidth Services, CLEC is responsible for providing the end-user with, and is responsible for the installation and maintenance of, a filter(s) or other customer premises equipment necessary for the end-user to receive separate voice and High Bandwidth Services across the same loop. CLEC shall determine the necessary customer premises equipment.
- C. GTE Network Deployment
 - 1. GTE shall provide CLEC, upon CLEC’s request, with copies of all technical specifications and network architecture information, including without limitation any Network Operation Plans and any draft or final Methods and Procedures, regarding any GTE planned DLC deployment that may impact CLEC’s provision of any of the services, network elements or interconnection components

described in this Attachment. For purposes of this GTE obligation, "planned DLC deployment" includes, but is not limited to, any GTE plans (i) covering the then-subsequent two year period, (ii) included or referenced in any GTE filing with the Securities and Exchange Commission; or (iii) included in any information provided as a matter of course to GTE shareholders or other investors (*e.g.*, proxy statements, annual reports).

2. GTE agrees that it will not deploy any technology, including without limitation any Remote Terminal or DLC deployment (*e.g.*, limiting PVCs to Unspecified Bit Rate transmissions), that will limit or otherwise impede in any manner whatsoever CLEC's ability to deploy multiple voice, video or other advanced services.
3. GTE agrees that it will not migrate any existing CLEC end-user customer that is then obtaining High Bandwidth Services from CLEC over an HBLS UNE using Home Run Copper to an HBLS UNE using Fiber-Fed DLC without first obtaining the prior, written consent of CLEC. CLEC agrees to not unreasonably withhold such consent, but may not be required by GTE to provide such consent. In instances where CLEC provides such consent, GTE and CLEC agree to work cooperatively to minimize any end-user customer downtime during any migration from the Home-Run-Copper-based HBLS UNE to the Fiber-Fed-DLC-based HBLS UNE.

V. Home Run Copper

A. Network Topology – This Section provides a description of the HBLS UNE when the HBLS UNE is provided over Home Run Copper.

1. GTE shall make available to CLEC HBLS UNEs provided over Home Run Copper (depicted in Figures 1-3). When provided over Home Run Copper, the HBLS UNE shall consist of the High Frequency portion of an all-copper pair that runs from the demarcation point at the end-user customer location to GTE's serving wire center. At the serving wire center, GTE shall connect the HBLS UNE to a CLEC tie cable via a GTE-provided jumper; provided, however, that CLEC must first have obtained said tie cable from GTE to connect to CLEC's collocation arrangement.
2. The Parties agree that CLEC may utilize Line Sharing to provide High Bandwidth Services over an HBLS UNE provided over Home Run Copper; provided, however, that CLEC must obtain access to a voice and data splitter in order to so utilize Line Sharing.

(i) Splitters.

(a) The Parties agree that CLEC may obtain access to the voice and data splitter via any of the following three scenarios. The Parties further agree that CLEC will choose, at its sole option and discretion, which of these three scenarios it will use at each particular serving wire center.

(1) Splitter Located in the Collocation Arrangement of CLEC (depicted in Figure 1). CLEC may choose to obtain the splitter directly and place the splitter in its collocation arrangement. CLEC shall purchase and own the splitter. In this scenario, both the non-CLEC voice traffic and the CLEC-provided High Bandwidth Services will arrive at the CLEC collocation arrangement via a tie cable obtained from GTE. At the collocation arrangement, the tie cable will terminate at the splitter, which will separate the voice traffic and the High Frequency traffic. CLEC will retain the High Frequency traffic. GTE shall be responsible for providing the tie cable required to interconnect with CLEC at the splitter in order to receive the voice traffic.

(2) Splitter Located in an Area of the Serving Wire Center Outside of CLEC's Collocation Arrangement, But Accessible to CLEC (depicted in Figure 2). CLEC may choose to have the splitter placed in a common area in the serving wire center, to which CLEC has access. In this scenario, CLEC shall receive its High Frequency traffic via a tie cable obtained from GTE, running from the Main Distribution Frame to the splitter and then from the splitter to the CLEC's collocation arrangement. GTE shall be responsible for providing the tie cable required to interconnect with CLEC at the splitter in order to receive the voice traffic. CLEC will determine whether it will own the splitter, or will require GTE to own and

obtain the splitter from the third party vendor of CLEC's choosing. If GTE owns the splitter, CLEC may obtain the splitter functionality on an individual "port-at-a-time" basis. CLEC shall have access to the splitter in the common area. If CLEC owns the splitter, CLEC shall have the right to perform repair and maintenance work (as detailed further below in Section IX of this Attachment) on the splitter.

- (3) Splitter Located in an Area of the Serving Wire Center Controlled Exclusively by GTE (depicted in Figure 3). CLEC may choose to have GTE own and obtain the splitter (either from a third party vendor or from CLEC) and locate the splitter in an area in the serving wire center to which CLEC does not have access (*e.g.*, on or adjacent to the Main Distribution Frame). In this scenario, CLEC may obtain the splitter functionality on an individual "port-at-a-time" basis. GTE shall perform all maintenance and repair work (as detailed further below in Section IX of this Attachment). CLEC shall receive its High Frequency traffic via a tie cable obtained from GTE, running from the Main Distribution Frame to the splitter and then from the splitter to CLEC's collocation arrangement. GTE shall be responsible for providing the tie cable required to interconnect with CLEC at the splitter in order to receive the voice traffic.
- (b) Under all three of the aforementioned scenarios, GTE shall make available to CLEC Interoffice Transport. CLEC may use Interoffice Transport to transport its High Frequency traffic between its collocation arrangement in the serving wire center and its point-of-presence, node, or collocation arrangement in a different wire center. GTE shall offer CLEC Interoffice Transport as bandwidth dedicated to CLEC (*e.g.*, DS0, DS1, DS3, or OCn).
- (c) GTE shall complete the installation and provisioning of any tie cable ordered by CLEC

pursuant to this Attachment within thirty calendar (30) days of GTE's receipt of an order for a tie cable from CLEC, unless a shorter interval is specified in the Interconnection Agreement, or becomes GTE practice, or is achieved by or offered to any other provider of High Bandwidth Services, in which case the shortest of such intervals shall apply. The Parties agree that this interval shall apply only to any tie cable ordered by CLEC pursuant to or consistent with this High Bandwidth Line Sharing UNE Attachment. CLEC may order and GTE shall provide tie cables at any available capacity (e.g., voice grade, DS0, DS1, or DS3).

- (d) GTE shall not require CLEC to provide forecasts for the number of splitters or jumpers CLEC may require. CLEC may, at its sole discretion, provide splitter and jumper forecasts to GTE.

(ii) Augments

- (a) GTE shall process all CLEC applications and firm orders for augmenting its collocation arrangements to use Line Sharing to provide High Bandwidth Services in a sum total (for each application and subsequent firm order, combined) of not more than thirty (30) calendar days from GTE's receipt of the initial application. This thirty (30) calendar day interval shall apply to the addition of digital subscriber line access multiplexers ("DSLAMs"), splitters, tie cables and any other equipment necessary for CLEC to use Line Sharing to provide High Bandwidth Services, and shall apply to GTE's obtaining and installing splitters and tie cables to be used by CLEC.
- (b) The addition of additional line cards to a DSLAM or splitter located in CLEC's collocation arrangement shall not require the submission of any additional application or firm order by CLEC, and shall be accomplished on the schedule determined solely by CLEC.

VI. Fiber-Fed DLC

- A. Network Topology – This Section provides a description of the HBL S UNE when the HBL S UNE is provided over Fiber-Fed DLC. There are several different variations of HBL S UNE provided over Fiber-Fed DLC (depicted below in Figures 4). In each variation, GTE shall make available to CLEC copper wire from the demarcation point at the end-user customer premises to the Remote Terminal, and shall make available fiber from the Remote Terminal to the first ATM switch located at GTE’s serving wire center or other location. From the ATM switch, CLEC shall determine the method by which GTE will deliver the High Frequency traffic to CLEC. CLEC may specify, without limitation, any of the methods and points of interconnection indicated in this Section. The specific number and type of sub-elements CLEC may lease from GTE to obtain the HBL S UNE over Fiber-Fed DLC will vary, depending on the specific configuration chosen by CLEC.
- B. Network Elements / Interconnection Components
1. GTE shall make available to CLEC and CLEC shall obtain certain of the following network elements and/or interconnection components, either individually or in any of the combinations of elements specified below, in order for CLEC to provide High Bandwidth Services over an HBL S UNE provided over Fiber-Fed DLC:
 - (i) The High Frequency portion of the all-copper-wire subloop between the end-user customer premises and GTE’s Remote Terminal (“HFPSL”);
 - (ii) GTE-integrated DSLAM line card/electronics in the Remote Terminal (when owned by GTE) (“LCRT”);
 - (iii) Space rental for collocation of CLEC’s DSLAM at GTE’s Remote Terminal (“DSLAM Collocation”);
 - (iv) Cross-connect between HFPSL and CLEC’s DSLAM collocated in GTE’s Remote Terminal (“CC1”);
 - (v) Cross-connect between CLEC’s DSLAM collocated in GTE’s Remote Terminal and the optical concentrator at the end of the Fiber-Fed DLC (“CC2”);
 - (vi) Fiber-Fed DLC as a Permanent Virtual Circuit (“PVC”) from the DLC equipment in GTE’s Remote Terminal terminating in the ATM switch (“FPVC”);

- (vii) Fiber-Fed DLC as a Permanent Virtual Path ("PVP") from the DLC equipment in GTE's Remote Terminal terminating in the ATM switch ("FPVP");
- (viii) A port termination on the ATM switch ("ATM port");
- (ix) An ATM switch transit function "ATM switch";
- (x) Tie cable between ATM port and CLEC's collocation arrangement ("TC"); and
- (xi) Interoffice transport (1) between CLEC's collocation arrangement in the serving wire center and CLEC's point-of-presence, node, or collocation arrangement in another location; or (2) between an ATM port and CLEC's point-of-presence, node, or collocation arrangement in another location ("Interoffice Transport"). GTE shall offer CLEC the choice of Interoffice Transport in each of the following ways:
 - (a) As bandwidth dedicated to CLEC (*e.g.*, DS0, DS1, DS3, or OCn);
 - (b) As PVCs, at the Quality of Service Class(es) specified by CLEC; or
 - (c) As PVPs, at the Quality of Service Class(es) specified by CLEC.

Figure 4 (below) depicts each of these network elements.

2. CLEC may obtain from GTE any one or more of the aforementioned network elements on an individual basis.
3. GTE shall also make available to CLEC the aforementioned network elements in all technically feasible combinations, including without limitation the following combinations:
 - (i) HFPSL + LCRT + FPVC + ATM port;
 - (ii) HFPSL + LCRT + FPVC + ATM port + Interoffice Transport;
 - (iii) HFPSL + LCRT + FPVC + ATM switch + Interoffice Transport + ATM port;

- (iv) HFPSL + LCRT + FPVC + ATM switch + Interoffice Transport + ATM port + Interoffice Transport;
- (v) HFPSL + LCRT;
- (vi) HFPSL + CC1;
- (vii) DSLAM Collocation + CC2;
- (viii) FPVP + ATM port;
- (ix) CC2 + FPVP + ATM port;
- (x) CC2 + FPVP + ATM port + Interoffice Transport;
- (xi) FPVP + ATM port + Interoffice Transport;
- (xii) CC2 + FPVP + ATM switch + Interoffice Transport + ATM Port;
- (xiii) FPVP + ATM switch + Interoffice Transport + ATM Port;
- (xiv) CC2 + FPVP + ATM switch + Interoffice Transport + ATM Port + Interoffice Transport;
- (xv) FPVP + ATM switch + Interoffice Transport + ATM Port + Interoffice Transport;
- (xvi) CC2 + FPVC + ATM switch + Interoffice Transport + ATM Port;
- (xvii) FPVC + ATM switch + Interoffice Transport + ATM Port;
- (xviii) CC2 + FPVC + ATM switch + Interoffice Transport + ATM Port + Interoffice Transport; and
- (xix) FPVC + ATM switch + Interoffice Transport + ATM Port + Interoffice Transport.

These combinations may be used by CLEC together with any other individual sub-element(s), or applicable combinations, described in this Section VI of the High Bandwidth Line Sharing UNE Attachment or elsewhere in the Interconnection Agreement.

- C. GTE shall complete the installation and provisioning of any tie cable ordered by CLEC pursuant to this Attachment within thirty (30) calendar

days of GTE's receipt of an order for a tie cable from CLEC, unless a shorter interval is specified in the Interconnection Agreement, or becomes GTE practice, or is achieved by or offered to any other provider of High Bandwidth Services, in which case the shortest of such intervals shall apply. The Parties agree that this interval shall apply only to any tie cable ordered by CLEC pursuant to or consistent with this High Bandwidth Line Sharing UNE Attachment. CLEC may order and GTE shall provide tie cables at any available capacity (e.g., DS0, DS1, DS3, or OCn).

D. Augments

1. GTE shall process all CLEC applications and firm orders for augmenting its collocation arrangements to use Line Sharing to provide High Bandwidth Services in a sum total (for each application and subsequent firm order, combined) of not more than thirty (30) calendar days from GTE's receipt of the initial application. This thirty (30) calendar day interval shall apply to the addition of DSLAMs, tie cables and any other equipment necessary for CLEC to use Line Sharing to provide High Bandwidth Services, and shall apply to GTE's obtaining and installing tie cables to be used by CLEC.
2. The addition of additional line cards to a DSLAM located in CLEC's collocation arrangement shall not require the submission of any additional application or firm order by CLEC.

E. Remote Terminal Equipment Placement

1. GTE shall permit CLEC to place, or shall place upon CLEC's request, a CLEC-specified DSLAM and/or splitter in GTE's Remote Terminal. CLEC may specify the specific type of DSLAM and/or splitter to be placed in GTE's Remote Terminal.
2. GTE shall permit CLEC to specify, at each individual GTE Remote Terminal, the line card(s) to be placed in the DLC equipment in GTE's Remote Terminal for use in providing service to CLEC's customers. CLEC may select either of the following line card options:
 - (i) CLEC specifies the type and quantity of the line card(s) that GTE shall obtain and install in a Remote Terminal; or
 - (ii) CLEC obtains the desired line card(s) and transfers ownership of said card(s) to GTE (for \$1.00 per card). GTE then installs said card(s) in the Remote Terminal. Upon request of CLEC, GTE shall remove said card(s),

return said card(s) to CLEC, and transfer ownership of said card(s) to CLEC for \$1.00 each.

3. Within 2 weeks of any request by CLEC, GTE shall provide to CLEC copies, both paper and electronic, of all technical specifications and network architecture data relevant to the development by any potential vendor of plug-in DLC line cards that will support CLEC High Bandwidth Services.

VII. Service Ordering

A. Home Run Copper Configuration for the HBLS UNE

1. Pre-ordering

- (i) During pre-ordering, GTE shall provide CLEC with nondiscriminatory access to Loop Makeup Information that identifies the physical attributes or characteristics of each loop. Such Loop Makeup Information includes, but is not limited to, the following:
 - (a) The composition of the available loop material (including without limitation fiber optics and copper);
 - (b) The existence, location and type of electronic or other equipment on the loop (including without limitation DLC or other remote concentration devices, feeder/distribution interfaces, bridged taps, load coils, pair gain devices, repeaters, remote switching units, range extenders, AMI T-1s in the same or adjacent binder groups, and other similar impediments);
 - (c) Loop length, including the segment length and location of each type of transmission media;
 - (d) Loop length by wire gauge;
 - (e) The electrical parameters of the loop;
 - (f) The availability of alternative facilities; and
 - (g) Planned loop infrastructure modifications.

- (ii) GTE shall provide CLEC with both electronic and manual access to its Operations Support Systems, including without limitation its engineering records, outside plant databases (such as the Loop Facility Assignment Control System (“LFACS”) and Trunk Inventory and Record Keeping System (“TIRKS”)) and other systems containing Loop Makeup Information, so that CLEC may access such Loop Makeup Information directly and make its own determinations about whether a particular loop is suitable for the services that CLEC intends to provide over the loop. Consistent with GTE’s nondiscrimination obligations, GTE shall provide Loop Makeup Information based on, *e.g.*, the individual telephone number or address of an end-user in a particular wire center or NXX code, or on any other basis that GTE maintains access to such information or provides such information to itself, to any of its Affiliates, to any of its employees, contractors or subcontractors, or to any other party.
 - (iii) In providing CLEC with access to Loop Makeup Information, GTE must provide CLEC with not only the same information that GTE provides to itself (including without limitation to its retail and wholesale divisions) or to its Affiliates, but GTE must also provide CLEC with access to any Loop Makeup Information that either currently exists, is being or can be developed in the future anywhere within GTE’s Operations Support Systems and that can be accessed by any of GTE’s personnel.
2. GTE shall enable CLEC to perform all pre-ordering functions, including accessing all available systems and databases containing Loop Makeup Information, via a real-time, electronic interface no later than June 6, 2000. Until such time as said electronic interface is made available to CLEC by GTE, GTE shall enable CLEC to perform all pre-ordering functions via a Web GUI. The mechanized order cost and price shall apply unless a standardized mechanized ordering option is available and CLEC chooses not to place its order using that system. If CLEC chooses not to use an available mechanized ordering option, then the Commission’s adopted manual or semi-manual cost would apply, as appropriate, given CLEC’s order method.
 3. Line and Station Transfer Option. Where CLEC seeks to use Line Sharing to provide High Bandwidth Services over an HBLS UNE using Home Run Copper and the pre-qualification process determines (a) that the loop then associated with the telephone

number initially inquired about by CLEC is served via a DLC, and (b) that there is an available spare copper pair that runs from the demarcation point at the end-user customer premises to the serving wire center, GTE shall:

- (i) Perform a line and station transfer (*i.e.*, a pair swap) to move the end-user's voice service to the available spare copper pair; and
- (ii) Make available the High Frequency portion of the spare copper pair to CLEC as an HBL S UNE.

4. Ordering

- (i) No later than June 6, 2000, GTE shall enable CLEC to order an HBL S UNE provided using Home Run Copper via a real-time, EDI electronic interface. Prior to June 6, 2000, GTE shall enable CLEC to order an HBL S UNE provided using Home Run Copper via a Web GUI electronic interface.
- (ii) Should CLEC request de-conditioning of an HBL S UNE provided using Home Run Copper, GTE shall enable CLEC to order such de-conditioning via its real-time, EDI electronic interface beginning on June 6, 2000. Prior to June 6, 2000, CLEC shall place all orders for de-conditioning via the manual or electronic processes in place as of the effective date of this Attachment.

B. Fiber-Fed DLC Configuration for the HBL S UNE

1. Pre-ordering

- (i) During pre-ordering, GTE shall provide CLEC with nondiscriminatory access to Loop Makeup Information that identifies the physical attributes or characteristics of each loop. Such Loop Makeup Information includes, but is not limited to, the following:
 - (a) The composition of the available loop material (including without limitation fiber optics and copper);
 - (b) The existence, location and type of electronic or other equipment on the loop (including without limitation DLC or other remote concentration

devices, feeder/distribution interfaces, bridged taps, load coils, pair gain devices, repeaters, remote switching units, range extenders, AMI T-1s in the same or adjacent binder groups, and other similar impediments);

- (c) Loop length, including the segment length and location of each type of transmission media;
 - (d) Loop length by wire gauge;
 - (e) The electrical parameters of the loop;
 - (f) The availability of alternative facilities; and
 - (g) Planned loop infrastructure modifications.
- (ii) GTE shall provide CLEC with both electronic and manual access to its Operations Support Systems, including without limitation its engineering records, outside plant databases (such as the Loop Facilities Assignment Control System ("LFACS") and Trunk Inventory and Record Keeping System ("TIRKS")) and other systems containing Loop Makeup Information, so that CLEC may access such Loop Makeup Information directly and make its own determinations about whether a particular loop is suitable for the services that CLEC intends to provide over the loop. Consistent with GTE's nondiscrimination obligations, GTE shall provide Loop Makeup Information based on, *e.g.*, the individual telephone number or address of an end-user in a particular wire center or NXX code, or on any other basis that GTE maintains access to such information or provides such information to itself, to any of its Affiliates, to any of its employees, contractors or subcontractors, or to any other party.
- (iii) In providing CLEC with access to Loop Makeup Information, GTE must provide CLEC with not only the same information that GTE provides to itself (including without limitation to its retail and wholesale divisions) or to its Affiliates, but GTE must also provide CLEC with access to any Loop Makeup Information that either currently exists, is being or can be developed in the future anywhere within GTE's Operations Support Systems and that can be accessed by any of GTE's personnel.

- (iv) GTE shall enable CLEC to perform all pre-ordering functions, including accessing all available systems and databases containing Loop Makeup Information, via a real-time, electronic interface no later than June 6, 2000. Until such time as said electronic interface is made available to CLEC by GTE, GTE shall enable CLEC to perform all pre-ordering functions via a Web GUI.

2. Ordering

- (i) No later than June 6, 2000, GTE shall enable CLEC to order an HBLs UNE provided using Fiber-Fed DLC via a real-time, EDI electronic interface. Prior to June 6, 2000, GTE shall enable CLEC to order an HBLs UNE provided using Fiber-Fed DLC via a Web GUI electronic interface. The mechanized order cost and price shall apply unless a standardized mechanized ordering option is available and CLEC chooses not to place its order using that system. If CLEC chooses not to use an available mechanized ordering option, then the Commission's adopted manual or semi-manual cost would apply, as appropriate, given the CLEC's order method.
- (ii) The GTE's real-time, EDI electronic interface, once it is available to support the ordering of HBLs UNEs that use Fiber-Fed DLC, shall support the ordering of all possible configurations of Fiber-Fed DLC HBLs UNEs (individual and combinations) described in this High Bandwidth Line Sharing UNE Attachment.

VIII. Provisioning and Installation

A. HBLs UNE Using Home Run Copper Configuration

- 1. Intervals. GTE shall complete the provisioning and installation of HBLs UNEs using Home Run Copper configurations according to the following interval schedule: (i) HBLs UNEs ordered between June 6, 2000 and September 6, 2000 shall be completed within three (3) business days of GTE receiving an order from CLEC; (ii) HBLs UNEs ordered between September 7, 2000 and December 7, 2000 shall be completed within two (2) business days of GTE receiving an order from CLEC; and (iii) HBLs UNEs ordered after December 7, 2000 shall be completed within one (1) business day of GTE receiving an order from CLEC. This interval shall include the cooperative acceptance testing in subsection VIII.A.4 below.

2. Line and Station Transfers. Where CLEC requests GTE to perform a line and station transfer as part of the order for an HBLs UNE using Home Run Copper, GTE shall perform said line and station transfer. GTE shall determine the manner in which it performs a line and station transfer. GTE's need to perform a line and station transfer shall not impact the interval in which GTE is to provision and install an HBLs UNE using Home Run Copper.
3. De-conditioning. Where requested by CLEC to perform de-conditioning (*i.e.*, removal of any of the impediments identified in the pre-ordering section above, including without limitation load coils and bridged taps) of an HBLs UNE, GTE shall perform said de-conditioning. Performance of any CLEC-requested de-conditioning shall extend the provisioning and installation interval by an additional 2 business days. This interval shall include the cooperative acceptance testing in subsection VIII.A.4 below. GTE may not charge CLEC for de-conditioning.
4. Cooperative Acceptance Testing. GTE shall not consider installation of an HBLs UNE provided over Home Run Copper to be complete until CLEC has affirmatively accepted the HBLs UNE. GTE shall test the HBLs UNE for copper continuity and for pair balance prior to completing the installation. Once GTE completes such testing and obtains passing results, GTE shall inform CLEC that GTE believes the installation has been properly performed. At this point, CLEC shall either accept the line without conducting its own testing, or shall conduct its own test of the HBLs UNE. If CLEC conducts its own testing and the results demonstrate that the HBLs UNE is capable of being used to provide High Bandwidth Services, CLEC shall accept the HBLs UNE from GTE. If CLEC conducts its own testing and the results demonstrate that the HBLs UNE is not capable of being used to provide High Bandwidth Services, CLEC may refuse to accept the line, and may instead open a trouble ticket. Such a trouble ticket shall not be placed in the general population of maintenance and repair trouble tickets, but rather shall remain an installation problem. Until GTE cures the problem(s) with the HBLs UNE (or until GTE and CLEC collectively agree that the problem(s) lies with the CLEC's equipment or facilities, including any customer premises equipment), the installation will be deemed by the Parties to be an incomplete, failed installation.

B. HBLs UNE Using Fiber-Fed DLC Configuration

1. Intervals. GTE shall complete the provisioning and installation of HBLs UNEs using Fiber-Fed DLC configurations according to the

following interval schedule: (i) HBLs UNEs ordered between June 6, 2000 and September 6, 2000 shall be completed within three (3) business days of GTE receiving an order from CLEC; (ii) HBLs UNEs ordered between September 7, 2000 and December 7, 2000 shall be completed within two (2) business days of GTE receiving an order from CLEC; and (iii) HBLs UNEs ordered after December 7, 2000 shall be completed within one (1) business day of GTE receiving an order from CLEC. If GTE must install a CLEC-specific line card in a remote terminal as part of the installation of an HBLs UNE, then these intervals shall be extended by one (1) business day. The intervals in this subsection shall include the cooperative acceptance testing in subsection 2 below.

2. Cooperative Acceptance Testing. GTE shall not consider installation of an HBLs UNE provided over Fiber-Fed DLC to be complete until CLEC has affirmatively accepted the HBLs UNE. GTE shall test all fiber between the ATM port and GTE Remote Terminal, and shall test the copper pair connecting the Remote Terminal to the end-user customer premises for copper continuity and for pair balance prior to completing the installation. Once GTE completes such testing and obtains passing results, GTE shall inform CLEC that GTE believes the installation has been properly performed. At this point, CLEC shall either accept the line without conducting its own testing, or shall conduct its own test of the HBLs UNE. If CLEC conducts its own testing and the results demonstrate that the HBLs UNE is capable of being used to provide High Bandwidth Services, CLEC shall accept the HBLs UNE from GTE. If CLEC conducts its own testing and the results demonstrate that the HBLs UNE is not capable of being used to provide High Bandwidth Services, CLEC may refuse to accept the line, and may instead open a trouble ticket. Such a trouble ticket shall not be placed in the general population of maintenance and repair trouble tickets, but rather shall remain an installation problem. Until GTE cures the problem(s) with the HBLs UNE (or until GTE and CLEC collectively agree that the problem(s) lies with the CLEC's equipment or facilities (including any customer premises equipment), the installation will be deemed by the Parties to be an incomplete, failed installation.

IX. Testing, Repair and Maintenance

A. HBLs UNE Using Home Run Copper

1. HBLs UNE

- (i) In response to a trouble ticket opened by CLEC, GTE shall conduct any necessary repair work for an HBL5 UNE on a twenty-four-hour-a-day, seven-day-a-week basis, and shall maintain a mean-time-to-repair interval of two (2) hours, applied monthly.

2. Splitter

- (i) GTE is responsible for all testing, repair and maintenance of facilities and equipment on its side of the splitter and CLEC is responsible for all testing, repair and maintenance of facilities and equipment on its side of the splitter.

- (ii) Procedures and Access

- (a) GTE owns the splitter.

- (1) Where GTE owns the splitter and does not provide CLEC with access to the splitter, GTE shall conduct any necessary repair work on the splitter on a twenty-four-hour-a-day, seven-day-a-week basis, and shall maintain a mean-time-to-repair interval of two (2) hours, applied monthly.

- (2) Where GTE owns the splitter and provides CLEC with access to the splitter, GTE shall permit CLEC to perform maintenance, repair and testing work on, and shall provide CLEC with access to the splitter twenty-four hours a day, seven days a week.

- (b) CLEC owns the splitter. Where the CLEC owns the splitter, CLEC is responsible for performing maintenance, repair and testing on the splitter.

- (c) Coordination between GTE and CLEC. GTE and CLEC agree to coordinate in good faith any splitter testing, repair and maintenance that will significantly impact the service provided by the other party. In no event is GTE to perform any splitter testing, repair or maintenance that interrupts the flow of data to a CLEC customer without first coordinating with CLEC to reach a mutually agreeable time for the necessary testing, repair or maintenance work to occur. The foregoing sentence

notwithstanding, CLEC shall not require GTE to provide CLEC with more than two (2) hours advance notice for any repair effort needed to restore service to a GTE end-user that has suffered a complete loss of voice services.

3. Test Head

- (i) CLEC shall have physical and remote test access to the test head twenty-four hours a day, seven days a week.

B. HBLS UNE Using Fiber-Fed DLC

1. HBLS UNE

- (i) In response to a trouble ticket opened by CLEC, GTE shall conduct any necessary repair work for an HBLS UNE on a twenty-four-hour-a-day, seven-day-a-week basis, and shall maintain a mean-time-to-repair interval of two (2) hours, applied monthly.

2. Remote Terminal DLC Line Cards

- (i) In response to a trouble ticket opened by CLEC, GTE shall conduct any work necessary to repair or replace the line cards in GTE's DLC in a Remote Terminal on a twenty-four-hour-a-day, seven-day-a-week basis, and shall maintain a mean-time-to-repair interval of two (2) hours, applied monthly.
- (ii) Where repair work or replacement is necessary on a line card in a Remote Terminal that is of a type not deployed by GTE for its own use [or use by its data affiliate], CLEC is responsible for providing GTE with a sufficient quantity of spare line cards for GTE to use for maintenance and repair purposes.

X. Rates

- A. With respect to the services, network elements and interconnection components described in this High Bandwidth Line Sharing UNE Attachment, GTE may charge CLEC the rates listed in the following Table 1 for the items listed in Table 1. No other rates or charges shall apply for these services, network elements and interconnection components.

- B. The Parties covenant and agree that GTE's charges to CLEC for each element comprising Line Sharing may not exceed the amount GTE allocated for such element in its federal digital subscriber line service(s) tariff(s) as of the effective date of this High Bandwidth Line Sharing UNE Attachment.

Rate Elements and Rates for GTE-FL

Rate Element	Rate		
	Monthly Recurring	Non-Recurring	
		1 st /Additional Install	1 st /Additional Disconnect
I. Home Run Copper			
1. HBLS UNE	\$0.00 ¹	N/A	N/A
2. GTE-Owned Splitter	\$0.90	N/A ²	N/A
3. Place Jumper	N/A	\$5.78 / \$3.21	\$4.49 / \$1.93
4. Remove Jumper ³	N/A	\$1.93 / N/A	N/A
5. Cross-Connect	Per Commission-approved cross-connect prices		
II. HBLS UNE – Fiber Fed DLC (Individual Subelements)			
1. HFPSL ⁴	TBD	N/A	N/A
2. LCRT – I ⁵	TBD	TBD	TBD
3. LCRT – C ⁶	N/A	TBD	TBD
4. DSLAM Collocation ⁷	TBD	N/A	N/A
5. CC1	N/A	TBD	TBD
6. CC2	N/A	TBD	TBD
7. Configure PVCs within a PVP	N/A	TBD	N/A
8. ATM switch/ OCD port	TBD	TBD	TBD
9. ATM switch / OCD transit	TBD	N/A	N/A
10. Fiber Cross-Connect @ FDF	TBD	TBD	TBD
11. Cross-Connect – DS3	Per Commission-approved cross-connect prices		
12. Cross-Connect – OCn	Per Commission-approved cross-connect prices		
13. Interoffice transport – PVC – Unspecified Bit Rate	TBD	N/A ⁸	N/A
14. Interoffice transport – PVP – Unspecified Bit Rate	TBD	N/A ⁹	N/A

¹ Assumes that GTE recovers the entire cost of the underlying voice loop through POTS rates, as indicated in its federal DSL tariff.

² Installation is added to investment and included in the recurring cost calculation.

³ Assumes jumper removal is part of the same overall service order activity as a place jumper request.

⁴ Reflects the cost of the additional electronics at the RT needed to derive the greater feeder bandwidth needed for the ATM bitstream associated with ADSL. Assumes that GTE recovers the entire cost of the underlying voice loop through POTS rates, as indicated in its federal DSL tariff.

⁵ LCRT – I reflects line sharing provided with a GTE-owned and installed line card at the RT.

⁶ LCTR- C reflects the cost of GTE installing a CLEC-provided line card in a “virtual collocation” type of arrangement at the RT.

⁷ Used in conjunction with the CC1 and CC2 elements for physical collocation of CLEC equipment (other than a plug-in installed by GTE) at the RT.

⁸ The nonrecurring cost to establish PVCs and PVPs will be included in the element associated with card placement.

⁹ The nonrecurring cost to establish PVCs and PVPs will be included in the element associated with card placement.

Rate Element	Rate		
	Monthly Recurring	Non-Recurring	
		1 st /Additional Install	1 st /Additional Disconnect
15. Combinations	Sum of the individual MRCs	TBD	TBD
III. MISCELLANEOUS			
1. De-conditioning	\$0.00	\$0.00 ¹⁰	N/A
2. Pre-ordering	\$0.00	TBD ¹¹	TBD
3. Ordering	N/A	\$0.15 ¹²	N/A

¹⁰ In a forward-looking network, all loops are “conditioned” to be xDSL-capable; therefore, the cost of the “conditioning” functionality is included in the monthly recurring charge for the underlying loop.

¹¹ In a forward-looking network, the cost of mechanized access to loop makeup information is *de minimis*.

¹² A proxy for mechanized service order pricing based on the cost adopted for GTE – California in California Public Utilities Commission Decision D.98-12-079.