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October 21, 2005

BY HAND DELIVERY
Ms. Blanca Bayó, Director
Commission Clerk and Administrative Services
Room 110, Easley Building
Florida Public Service Commission
2540 Shumard Oak Blvd.
Tallahassee, Florida 32399-0850

Re: Docket No. 050419-TP

Dear Ms. Bayó:

Enclosed for filing on behalf of MCImetro Access Transmission Services, LLC are an original and fifteen copies of the following documents:

1. Direct Testimony of Gregory J. Darnell;
2. Direct Testimony of Michael J. Lehmkuhl;
3. Direct Testimony of Sherry Lichtenberg; and
4. Direct Testimony of Dennis L. Ricca.

Please acknowledge receipt of these documents by stamping the extra copy of this letter "filed" and returning the same to me.

Thank you for your assistance with this filing.

Sincerely yours,

Floyd R. Self

FRS/amb
Enclosures
cc: Parties of Record

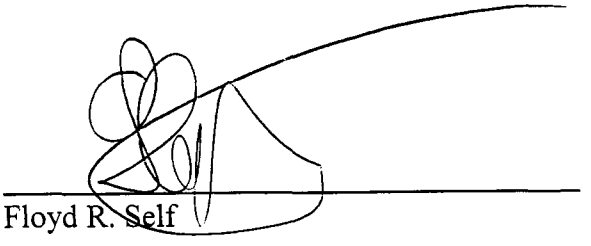
AP ___
CM 3
CTR org
DR ___
EC 1
GPC ___
PCA ___
SCR ___
SGA ___
SEC 1
OTH ___

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a true and correct copy of the foregoing has been served on the following parties by U. S. Mail this 21st day of October, 2005.

Jason Rojas
Office of General Counsel
Florida Public Service Commission
2540 Shumard Oak Blvd.
Tallahassee, FL 32399-0850

James Meza, III
c/o Nancy H. Sims
BellSouth Telecommunications, Inc.
150 South Monroe Street, Suite 400
Tallahassee, FL 32301



Floyd R. Self

BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

In the Matter of:	)	
	)	
Petition of MCImetro Access	)	Docket No. 050419-TP
Transmission Services, LLC for	)	
Arbitration of Interconnection	)	
Agreement with BellSouth	)	
Telecommunications, Inc.	)	
	)	

DIRECT TESTIMONY OF GREGORY J. DARNELL

On Behalf Of

MCImetro Access Transmission Services LLC
(MCI)

OCTOBER 21, 2005

Q. PLEASE STATE YOUR NAME AND BUSINESS ADDRESS.

A. My name is Greg Darnell, and my business address is 6 Concourse Parkway, Atlanta, Georgia, 30328.

Q. BY WHOM ARE YOU EMPLOYED AND IN WHAT CAPACITY?

A. I am employed by MCI, Inc. as Executive Staff Member – Regulatory Economics.

Q. HAVE YOU PREVIOUSLY TESTIFIED?

A. Yes. I have testified in proceedings before regulatory commissions in California, Alabama, Georgia, Kentucky, Louisiana, Mississippi, New Jersey, North Carolina, Pennsylvania, South Carolina and Tennessee, as well as before the Florida Public Service Commission ("Commission"), and on numerous occasions have filed comments with the Federal Communications Commission ("FCC").

Q. WHAT IS YOUR EDUCATIONAL AND PROFESSIONAL BACKGROUND?

A. I have more than 22 years experience in telecommunications, with about half of that time in the area of public policy. For the past 10 years, my job responsibilities at MCI have focused on issues relating to opening local telecommunications markets to competition. I have testified on a wide range of issues related to interconnection agreements between MCI and incumbent local exchange carriers and in numerous Unbundled Network Element ("UNE") rate

making proceedings. My responsibilities require that I work closely with many different organizations in the company, including the personnel responsible for the design and operation of the company's network, as well as those who sell services to customers across all market segments. I have a B.A.B.S.S. in Economics from the University of Maryland and an M.S. in Telecommunication Management from the University of Maryland University College. My qualifications are detailed in Exhibit GJD-1 to this testimony.

Q. WHAT IS THE PURPOSE OF YOUR TESTIMONY?

A. The purpose of my testimony is to support MCI's position regarding issues 1, 2, 3, 9(a) 12, 27, 29, 32, 33 and 34.

GENERAL TERMS AND CONDITIONS

ISSUE 1

What language should be included in the Parties' Agreement to limit or eliminate (a) liability in general; (b) liability arising from tariffs or contracts with End Users; or (c) liability for indirect, incidental or consequential damages? (General Terms and Conditions, Sections 5.2, 5.3, 5.5.)

MCI Position: No such language should be included. The Commission should not impose limitations of liability not agreed to by the parties. BellSouth, as MCI's sole supplier and its competitor, is in a position to inflict substantial business harm and should not be allowed to absolve itself from liability when the parties have not so agreed.

BST Position: The industry standard limitation of liability of bill credits should apply between the parties. Further, consistent with industry standards, neither party should be responsible for indirect, incidental or consequential damages to the other. If a CLEC elects not to limit its liability to its End Users in its tariffs or contracts, the CLEC and not BellSouth

should bear the risk of loss arising from that business decision.

Q. WHAT IS THE PROPOSED LANGUAGE IN DISPUTE?

A. BellSouth's proposed language in the General Terms and Conditions attachment provides:

> 5.2. Except for any indemnification obligations of the Parties hereunder, and except in cases of the provisioning Party's gross negligence or willful misconduct, each Party's liability to the other for any loss, cost, claim, injury, liability or expense, including reasonable attorneys' fees relating to or arising out of any negligent act or omission in its performance of this Agreement, whether in contract or in tort, shall be limited to a credit for the actual cost of the services or functions not performed or improperly performed.
>
> 5.3. Limitations in Tariffs. A Party may, in its sole discretion, provide in its tariffs and contracts with its End Users and third parties that relate to any service, product or function provided or contemplated under this Agreement, that to the maximum extent permitted by Applicable Law, such Party shall not be liable to the End User or third party for (i) any loss relating to or arising out of this Agreement, whether in contract, tort or otherwise, that exceeds the amount such Party would have charged that applicable person for the service, product or function that gave rise to such loss and (ii) consequential damages. To the extent that a Party elects not to place in its tariffs or contracts such limitations of liability, and the other Party incurs a loss as a result thereof, such Party shall indemnify and reimburse the other Party for that portion of the loss that would have been limited had the first Party included in its tariffs and contracts the limitations of liability that such other Party included in its own tariffs at the time of such loss.
>
> 5.5 Under no circumstance shall a Party be responsible or liable for indirect, incidental, or consequential damages, including, but not limited to, economic loss or lost business or profits, damages arising from the use or performance of equipment or software, or the loss of use of software or equipment, or accessories attached thereto, delay, error, or loss of data. In connection with this limitation of liability, each Party recognizes that the other Party may, from time to time, provide advice, make recommendations, or supply other analyses related to the services or facilities described in this Agreement, and, while each Party shall use

diligent efforts in this regard, the Parties acknowledge and agree that this limitation of liability shall apply to provision of such advice, recommendations, and analyses.

Q. WHAT IS MCI'S DISAGREEMENT WITH THE LANGUAGE PROPOSED BY BELLSOUTH FOR LIMITATIONS OF LIABILITY?

A. There are two main points of disagreement.

First, parties should be permitted to maintain legal rights to recover damages if they are the victims of wrongs – either from torts or from breaches of contract. If either party commits a wrong for which a remedy is recognized by the law, the other party should not be compelled to abandon rights under law.

Second, it is inappropriate that MCI indemnify or hold harmless BellSouth for certain actions. For example:

a) In Section 5.2 the proposed language states "except in cases of the provisioning Party's gross negligence or willful misconduct, each Party's liability to the other....shall be limited...." The exception for gross negligence or willful misconduct should apply to both the provisioning party and the non-provisioning party.

b) The parties may agree to negotiate concerning indemnification regarding their own actions, or, perhaps, the actions of entities over which they have ownership or control. Neither party to the Agreement, however, has any ownership or control concerning the actions of end users, particularly regarding

intentional torts or other wrongdoing. Thus MCI should not have to indemnify BellSouth for "any loss to or arising from this agreement whether in contract, tort or otherwise" caused by end users or third parties. Indeed, it would be particularly inappropriate to require such language, where the effects of indemnification are uncertain as to amount, and would be borne, ultimately, by the customer base of the parties.

c) In Section 5.5, BellSouth proposes that "under no circumstances" shall a party be liable for damages arising from the use of performance of equipment or software.... It is inappropriate for the agreement to attempt to absolve a party from all circumstances that may occur. As such, this language should not be included in the agreement.

Given these problems, MCI submits that *none* of the language proposed by BellSouth should be adopted by the Commission.

Q. WHY SHOULD NONE OF BELLSOUTH'S PROPOSED LANGUAGE BE ADOPTED?

A. The Commission should not impose limitation of liability provisions that are not agreed upon by the parties for a number of reasons. In this context, where BellSouth is MCI's wholesale supplier and a major competitor, BellSouth may be aware of deficiencies in its ordering and provisioning systems that negatively affect MCI's ability to fulfill customer orders, or, problems with BellSouth's maintenance procedures that negatively affect the service that its wholesale

customers like MCI to provide to their end user customers. BellSouth is fully aware of its service quality performance plans and enforcement mechanisms and they may only not compensate, or only partially compensate, MCI for the actual harm it experiences in the marketplace on account of BellSouth's acts or omissions. Indeed, BellSouth might rationally decide that it stands to gain more from retail sales than it would pay in credits or other service quality plan payments, and thus choose not to improve its wholesale provisioning performance to MCI. Under BellSouth's proposed language, MCI would not be able to recover lost profits from BellSouth under any circumstances. In light of BellSouth's role as both MCI's wholesale supplier and its competitor, the Agreement should not limit BellSouth's liability when the parties have not reached terms on such limitations. Further, the Commission should not be put in the position of deciding which party should be "protected" and which party (and its end users) should be stripped of its legal rights or defenses.

Q. WHAT DOES MCI PROPOSE INSTEAD FOR THE INTERCONNECTION AGREEMENT REGARDING THIS ISSUE?

A. MCI proposes that the ICA be silent on this matter. Taking this approach will mean that the Commission will not have to choose which party should be protected and which party should be stripped of its legal rights or defenses.

ISSUE 2

What terms or conditions, if any, should be included in the Agreement regarding the appropriate forum to address disputes? (General Terms and Conditions, Section 8.)

MCI Position: The parties should not be required to relinquish their right to bring disputes to a court or other forum that has jurisdiction to hear the case.

BST Position: This Commission or the FCC should resolve disputes between the parties for matters that are within the Authority's or the FCC's expertise or jurisdiction. For matters that lie outside such expertise or jurisdiction, the parties should be able to bring disputes to a court of law.

Q. WHAT IS THE CONTRACT LANGUAGE IN DISPUTE UNDER ISSUE 2?

A. BellSouth proposes that the parties agree that any dispute that arises as to the interpretation of any provision of this Agreement or as to the proper implementation of this Agreement, "shall" be taken to the Commission for resolution. Instead, MCI proposes that the parties agree that any dispute that arises as to the interpretation of any provision of this Agreement or as to the proper implementation of this Agreement, "may" be taken to the Commission for resolution.

Q. WHY DOES MCI DISPUTE BELLSOUTH'S PROPOSED INTERCONNECTION AGREEMENT LANGUAGE?

A. BellSouth's proposed use of the word "shall" in this context may eliminate appropriate legal alternatives for MCI. BellSouth's proposal would foreclose access to state and federal courts to resolve disputes under the Agreement that

may be appropriate for resolution of certain disputes in the first instance. To the extent that the courts have such jurisdiction, it arises under federal and state constitutions and statutes. Although parties might agree not to litigate disputes in the courts, it would not be proper for a state public service commission to attempt to limit the courts' jurisdiction. The Commission should reject BellSouth's position to foreclose MCI's rights to enforce this Agreement in court or any other forum that has jurisdiction if it chooses to do so.

ISSUE 3

What rates, terms, and conditions for the disputed rate elements in Attachment 2 should be incorporated into the Agreement? (Attachment 2, Exhibit B and Pricing Attachment)

MCI position: BellSouth proposes rates for UNE loop to special access switch as-is conversions that are not compliant with FCC TELRIC rules or the just and reasonable requirements of the Act. The rates proposed by BellSouth are approximately five (5) times greater than the rates for conversion of EELs to special access. At the same time, BellSouth has not proposed any rates for the conversion of special access to UNEs. Those rates should be set at zero until the final rates are determined. Final rates should be set no higher than the just and reasonable rates for the conversion of EELs to special access. BellSouth also proposes rates that are not compliant with TELRIC rules and are not just and reasonable with regard to service and facility rearrangements. Also, BellSouth has proposed, as part of Exhibit B to Attachment 2, that HDSL-capable loops in non-impaired wire centers should be subject, post- March 10, 2005, to the same treatment as DS1 loops; however, HDSL-capable loops, per the Triennial Review Remand Order, should continue to be available to

CLECs in the event DS1 loops are no longer available as UNEs.

BST position: MCI understands BellSouth's position to be as follows: BellSouth's proposed UNE loop to special access switch-as-is conversion rate and service rearrangement charges are TELRIC-based. MCI has not been informed by BellSouth of why it has failed to propose a rate or the ability for MCI to order conversion of special access to UNEs. BellSouth's rationale for including HDSL-capable loops or other Voice Grade, DS0 and ISDN loop elements in the transition for unimpaired wire centers is unknown.

Q. WHAT UNE RATE (I.E. ATTACHMENT 2, EXHIBITS A AND B) ISSUES REMAIN IS DISPUTE IN THIS ARBITRATION?

A. The disputes that exist between MCI and BellSouth regarding the appropriate UNE rates as set forth on Exhibit GJD-2 are as follows:

a. Rates for DADS.

b. Service rearrangement charges for change in Channel Facility Assignment ("CFA").

c. UNE Loop to Special Access loop switch-as-is nonrecurring charges.

d. Special Access loop to UNE Loop switch-as-is nonrecurring charges and ordering codes.

e. The appropriate elements to be included in the transition plan for wire centers where CLEC impairment is deemed not to exist (i.e.

Attachment 2, Exhibit B elements).

f. Miscellaneous disputes concerning the appropriate DS1 and DS3 multiplexing, DS0 and DS1 line cards, Loop Testing and Line Splitting rates.

g. The mechanism and cost recovery for record changes resulting from transfer of ownership.

A. RATES FOR DADS

Q. WHAT IS THE DISPUTE BETWEEN MCI AND BELLSOUTH CONCERNING THE RATES FOR DADS?

A. MCI's dispute with BellSouth concerning its proposed rates for Directory Assistance Database Service, Issue 31, is addressed by MCI witness Michael Lehmkuhl.

B. SERVICE REARRANGEMENT CHARGES

Q. WHAT IS THE DISPUTE BETWEEN MCI AND BELLSOUTH CONCERNING SERVICE REARRANGEMENT CHARGES?

A. BellSouth has proposed that new nonrecurring charges should apply should MCI request a service rearrangement that requires a change a circuit's channel facilities assignment ("CFA"). BellSouth has proposed that it be permitted to charge MCI a nonrecurring rate of $270.08 for each first loop or transport circuit and $47.13 for each additional circuit

that is rearranged; and an additional $1.28 per circuit charge if the rearrangement is project managed.

Q. HOW WOULD THESE CHARGES AFFECT MCI?

A. These charges could greatly increase MCI's cost to "groom" the facilities it purchases from BellSouth. Grooming is a term used in the network operations to describe the process where facilities are rearranged into a more efficient configuration.

For example, assume that MCI has one DS3 and three DS1s in a BellSouth wire center. A DS3 has a maximum capacity of 672 DS0 circuits and a DS1 has a maximum capacity of 24 DS0 circuits. The percentage of use on a multi-channel facility is referred to as "fill". Assume further that the DS3 is operating at 100 percent fill (i.e. 100 percent times 672 circuits equals 672 active circuits on the DS3), two DS1s are operating at 100 percent fill and the third DS1 is operating at 50 percent fill (i.e., 100 percent times 24 circuits times 2 DS1 equals 48 active circuits on the first 2 DS1s, and 50 percent times 24 circuits equals 12 active circuits on the third DS1) in this BellSouth wire center. This pattern of facility fill would be consistent with a company that is growing and gaining new customers.

Next, further assume that MCI loses 10 percent of its business overall and therefore the fill of its DS3 falls off to 90 percent fill (i.e. 672

times 90 percent equals 605 active circuits) and the DS1s are also operating 10% less efficiently (i.e., 24 times 90 percent equals 22 active circuits on the first and second DS1s and 12 times 90 percent or 11 active circuits on the third DS1). In this situation, because the active circuits on the three DS1s (i.e. 22 + 22 + 11 = 55) are less than the available capacity on the DS3 (i.e. 672 – 605 = 67), MCI could "groom" or rearrange its facilities by disconnecting all three DS1s and reassigning the active circuits from the three DS1s to the excess capacity on the DS3. Grooming would permit MCI to use facilities in the most efficient manner and to reduce its costs by eliminating the cost of the separate DS1s.

Q. IN YOUR EXAMPLE, WHAT WOULD BELLSOUTH CHARGE MCI TO REARRANGE ITS FACILITIES?

A. MCI does not know exactly how BellSouth plans to apply its rates but believes BellSouth's charges would be assessed one of two ways. It could be that BellSouth would charge MCI $270.08 for the first circuit and $47.13 for each additional circuit, or $2,815.10 (i.e. $270.08 + (54 times $47.13)). It is also possible that BellSouth may intend to assess its proposed charges on a facility basis so that the higher $270.08 "First" charge would apply on the first circuit in each DS1 being rearranged. If BellSouth assesses its proposed charges in this manner, then the amount

assessed in my example would be $3,261.00($270.08 + $270.08 + $270.08 + (52 times $47.13)). In both cases, any attempt for MCI to more efficiently configure the facilities it purchases from BellSouth could result in a significant expense to MCI, particularly if the grooming project is done on a regional or national scale.

Q. IS IT MCI'S POSITION THAT BELLSOUTH SHOULD BE REQUIRED TO PROVIDE SERVICE REARRANGMENTS TO MCI FOR NO ADDITIONAL CHARGE UNTIL SUCH TIME THAT A TELRIC COMPLIANT RATE IS DETERMINED FOR THESE ACTIVITIES?

A. Yes. Service rearrangements increase the efficiency of how facilities are used and therefore financially benefit both MCI and BellSouth.

Q. SETTING ASIDE THE REVENUE THAT BELLSOUTH'S SERVICE REARRANGEMENT CHARGES WOULD GENERATE FOR BELLSOUTH, HOW DO SERVICE REARRANGEMENTS FINANCIALLY BENEFIT BELLSOUTH?

A. When a CLEC rearranges facilities it purchases from BellSouth into a more efficient configuration, facilities become available for BellSouth to use or to sell to other carriers. My above example demonstrates a

situation where a service rearrangement would provide BellSouth with access to three additional DS1s.

Q. IS IT MCI'S POSITION THAT THE FCC RULES REQUIRE BELLSOUTH TO PROVIDE THESE SERVICES FOR NO ADDITIONAL CHARGE UNTIL SUCH TIME THAT A TELRIC COMPLIANT RATE CAN BE DETERMINED?

A. Yes. The FCC's TELRIC rules require that the total revenue generated by UNE recurring and nonrecurring rates to equal total element long run incremental cost.[1] Stated mathematically, this means, A * B = C, where A is each UNE rate, B is the demand for each UNE and C is Total Element Long Run Incremental Cost ("TELRIC"). The Commission determined BellSouth's TELRIC for all loop facilities in Docket 990649A. As such, the creation of a new loop rate, without a commensurate offsetting reduction to the rates for other UNEs, would mathematically violate the FCC rules because the additional revenue generated by new service rearrangement charges would cause the total revenue BellSouth receives from loop UNEs to exceed the TELRIC determined by the Commission for loop UNEs. Stated mathematically, the equation after the creation of the new UNE rates would be (A [Commission approved rates] * B [Commission approved demand]) +

[1] See, 47 CFR 51.511(a).

(new rates * demand for new rates) > C [Commission approved TELRIC]. This would be a direct violation of 47 CFR 51.511(a), which states:

> The forward–looking economic cost per unit of an element equals the forward-looking economic cost of the element, as defined in § 51.505, divided by a reasonable projection of the sum of the total number of units of the element that the incumbent LEC is likely to provide to requesting telecommunications carriers and the total number of units of the element that the incumbent LEC is likely to use in offering its own services, during a reasonable measuring period.

Mathematically, the FCC rules do not permit BellSouth to create **any** new UNE rates without either an offsetting reduction to existing UNE rates, or a determination that the activity in question was not part of the Commission calculation of TELRIC and new cost case to reset TELRIC.

Q. WERE SERVICE REARRANGEMENT COSTS PART OF THE COMMISSION'S CALCULATION OF TELRIC IN DOCKET 990649A?

A. Yes.

Q. DOES BELLSOUTH ALREADY RECOVER THE FORWARD LOOKING COST FOR SERVICE REARRANGEMENT IN ITS EXISTING UNE RATES?

A. Yes. In each UNE rate case in each BellSouth state, shared and common cost factors were applied to direct cost during the development of TELRIC and the development of UNE rates. These shared and common cost factors were created using BellSouth's embedded cost information. While some adjustments were made to the embedded data to make it compliant with each Commission's determination of TELRIC, the historical cost BellSouth incurred for service rearrangements was not removed from the shared and common cost factor calculations in any BellSouth UNE rate case.

Q. WHY IS IT IMPORTANT THAT BELLSOUTH'S HISTORICAL SERVICE REARRANGEMENT COST WAS NOT REMOVED FROM THE CALCULATION OF THE SHARED AND COMMON COST FACTORS THAT WERE APPLIED IN THE DEVELOPMENT OF THE COMMISSION-APPROVED UNE RATES?

A. This is an important question because it means BellSouth already recovers the forward looking cost of service rearrangements through its current UNE rates. Further, it means that BellSouth's proposed new service rearrangement charges double recover forward-looking cost. BellSouth has always incurred service rearrangement costs on its own facilities and the facilities it sells to other carriers on a wholesale basis.

As such, service rearrangement costs are included in the embedded costs used to develop the loading factors that were applied to the investment and expense that created the Commission-approved UNE rates.

It would not be reasonable to permit BellSouth to create a separate service rearrangement charge and double recover service rearrangement costs. As stated above, BellSouth's new service rearrangement charges would discourage MCI from grooming facilities and encourage MCI to maintain inefficient network configurations if its business were to decline. In essence, BellSouth's proposed service rearrangement charges provide it with an additional means to profit should MCI's business decline.

Q. DOES MCI NECESSARILY OPPOSE THE CREATION OF CHARGES FOR SERVICE REARRANGEMENTS?

A. No. Separate nonrecurring charges for service rearrangements would create an additional incentive to carefully plan service rearrangements and to avoid unnecessarily rearranging facilities. However, BellSouth should not be permitted to double recover service rearrangement costs.

Q. IS THERE MUCH RISK THAT MCI WOULD UNNECESSARILY REARRANGE FACILITIES?

A. No. MCI incurs internal network engineering costs to plan a "groom" or service rearrangement. As such, there is very little risk that MCI will unnecessarily rearrange facilities, even without separate service rearrangement charges.

Q. WHAT COULD BE DONE TO ESTABLISH SERVICE REARRANGEMENT CHARGES THAT DO NOT VIOLATE FCC RULES AND THE COMMISSION'S PRIOR DETERMINATION OF TELRIC?

A. To comply with FCC TELRIC rules and the Commission's prior determination of TELRIC, the Commission would have to do at least three things to eliminate double cost recovery. First, the Commission would have to determine if the rates being proposed reflect the forward-looking nonrecurring cost incurred for the activity. Second, the Commission would have to calculate the amount of revenue that would be generated by whatever is determined to be the appropriate service rearrangement nonrecurring charges. Third, the Commission would need to reduce existing UNE loop recurring rates to offset the additional revenue created by the new service rearrangement nonrecurring rates. Failure to do at least these three things would cause the revenue BellSouth obtains from network elements to exceed the TELRIC

determined by the Commission and would violate 47 C.F.R. Section 51.511(a).

Q. IS THE ABOVE ACTIVITY NECESSARY?

A. No. As I stated above, both parties benefit from service rearrangements and there is little risk that MCI will unnecessarily request service rearrangements. Further, BellSouth recovers the Comission's prior determination of forward-looking service rearrangement costs through existing recurring and nonrecurring rates, and no apparent harm is caused by not having separate UNE nonrecurring charges for service rearrangement. As such, it would be reasonable to simply set BellSouth's service rearrangement nonrecurring rates (i.e. USOCs URETD and URETB) at zero. This is what MCI recommends in its attached UNE rate proposal (i.e. Attachment 2, Exhibit A).

C. UNE LOOP TO SPECIAL ACCESS LOOP SWITCH-AS-IS

Q. WHAT IS MCI's DISPUTE WITH BELLSOUTH CONCERNING ITS PROPOSED UNE LOOP TO SPECIAL ACCESS LOOP SWITCH-AS-IS?

A. It is evident that the rates BellSouth has proposed for UNE loop to Special Access switch-as-is exceed the Commission's determination of TELRIC.

Q. HOW DO YOU KNOW THAT THE BELLSOUTH PROPOSED RATES FOR UNE LOOP TO SPECIAL ACCESS SWITCH-AS-IS EXCEED THE COMMISSION'S DETERMINATION OF TELRIC?

A. The Commission's ordered TELRIC rates for UNE loop transport combination switch-as-is is $8.98 for the first DS0. BellSouth's proposed rate for UNE loop switch-as-is is $22.00 for the first DS0. As such, BellSouth's proposed rate for stand-a-lone loop switch-as-is is higher than the Commission's ordered rate for loop/transport combination switch-as-is. It cannot cost more to migrate first stand-a-lone loops than it does to migrate first loop/transport combinations. It must cost less to migrate stand-alone loops than it does to migrate loop/transport combinations because more is involved in migrating loop/transport combinations than is involved in migrating stand-alone loop. Thus, BellSouth's proposed UNE loop switch-as-is rate for first DS0s exceeds the Commission's determination of TELRIC.

Q. WHAT CHARGES SHOULD APPLY FOR UNE LOOP TO SPECIAL ACCESS SWITCH-AS-IS?

A. In no event should the charge to migrate the first UNE loop to Special Access be higher than the Commission ordered $8.98 first rate for currently combined UNE Loop/Transport Combination switch-as-is.

Q. IS FLORIDA EVALUATING THE APPROPRIATE NONRECURRING CHARGE FOR UNE LOOP SWITCH-AS-IS IN ANOTHER CASE?

A. Yes. The Commission in Docket 041269-TP (i.e. the TRRO and TRO Change of Law case) is involved in an evaluation of these charges.

Q. WILL MCI ACCEPT THE DECISION OF THE COMMISSION IN DOCKET 041269-TP IN ITS ICA WITH BELLSOUTH FOR UNEs IN FLORIDA?

A. Yes.

Q. PENDING THE RESOLUTION OF THIS ISSUE IN THE CHANGE OF LAW CASE, WHAT WOULD BE A REASONABLE RESOLUTION TO THIS ARBITRATION DISPUTE?

A. As shown on MCI's proposed Attachment 2 Exhibit A (i.e. Exhibit GJD-2), the first DS0 migration rate for Loop Switch-As-Is (i.e. USOCs, URESL and URESP) should be set on an interim basis no higher than $8.98 (i.e. the Commission's ordered rates for UNE Loop/Transport Combination switch-as-is). Also as shown on Exhibit GJD-2, MCI will accept BellSouth's proposed $3.16 rate for additional DS0 loop migration and $4.58 "spreadsheet" migration rate on an interim basis since these rates are appropriately less than the Commission's approved loop/transport migration rates.

D. SPECIAL ACCESS LOOP TO UNE LOOP SWITCH-AS-IS

Q. WHAT IS MCI'S DISPUTE CONCERNING SPECIAL ACCESS LOOP TO UNE LOOP SWITCH-AS-IS?

A. Although MCI and BellSouth have agreed to contract language that would permit special access loops to be migrated to UNE loops,[2] BellSouth has not provided MCI with a means (i.e. ordering codes or USOCs) to accomplish this task.

Q. WHAT SHOULD BE THE RESOLUTION OF THIS DISPUTE?

A. USOC(s) should be created so that MCI can order this activity from BellSouth. In addition, whatever rates are determined to be applicable to UNE Loop to Special access switch-as-is should be applicable to Special Access to UNE Loop switch-as-is. This is reasonable because the direction of the migration (i.e. UNE to Special Access versus Special Access to UNE) should have little or no effect on the cost of the migration.

E. ATTACHMENT 2 EXHIBIT B RATES

Q. WHAT IS ATTACHMENT 2 EXHIBIT B OF THE INTERCONNECTION AGREEMENT?

A. As set forth in the agreement upon contract language (see, Attachment 2, Section 2.1.7) Attachment 2 Exhibit B should contain the rates that will apply

[2] See ICA, Attachment 2, Section 1.6.

during the transition period set forth by 47 CFR 51.319(a)(4), (5)and (6) and 47 CFR 51.319(e)(ii)(C), (iii)(C) and (iv)(C) to DS1, DS3 and Dark Fiber Loops and Transport in wire centers where it is deemed that CLECs are not impaired without access to UNEs.

Q. WHAT DOES BELLSOUTH SEEK TO INCLUDE IN ATTACHMENT 2 EXHIBIT B?

A. BellSouth seeks to include DS1 and DS3 Loops and Transport, 2-wire and 4-wire HDSL capable loops, DS1 to DS0 multiplexing, and DS0 line card rates in Attachment 2 Exhibit B.

Q. DOES THIS COMPLY WITH THE AGREED UPON LANGUAGE IN ATTACHMENT 2, SECTION 2.1.7?

A. No. 2-wire HDSL-compatible loops, 4-wire HDSL compatible loops, DS1 to DS0 multiplexing and DS0 line cards are not DS1s, DS3s or Dark Fiber and therefore rates for these elements should not be in Attachment 2, Exhibit B.

Q. WHAT ARE A 2-WIRE AND 4-WIRE HDSL CAPABLE OR COMPATIBLE LOOPS?

A. According to BellSouth's description of these UNEs in Docket 990649A, HDSL-compatible loops are non-loaded copper facilities provisioned according to Carrier Serving Area guidelines that can extend up to 12,000 feet in length and extend from the main distributing frame (MDF) connection in the end office

to a demarcation point at the customer's premises (i.e. the NID). In other words, an HDSL-compatible loop is an insulated copper wire between the MDF and the NID at the customer premise that is no more than 12,000 feet long.

Q. HOW DO HDSL-COMPATIBLE LOOPS COMPARE TO DS1 OR DS3 LOOPS?

A. A DS1 loop is a copper wire that has electronics on both ends that can produce a DS1 signal. A DS3 loop is a copper wire or a fiber optic cable that has electronics on both ends that can produce a DS3 signal. An HDSL-compatible loop does not have electronics on either end and does not produce or carry any signal. As such, an HDSL-compatible loop is not a DS1 or a DS3.

Q. HOW DO HDSL-COMPATIBLE LOOPS COMPARE TO A DARK FIBER LOOPS?

A. A Dark Fiber loop contains optical fiber material, but an HDSL-compatible loop contains a copper wire. As such, HDSL-compatible loops are not Dark Fiber loops.

Q. DID THE FCC'S TRRO AND BELLSOUTH'S *EX PARTE* PRESENTATIONS DURING TRRO EXPRESSLY STATE THAT HDSL-COMPATIBLE UNE LOOPS WOULD REMAIN AVAILABLE IN WIRE CENTERS WHERE IMPAIRMENT WAS DEEMED NOT TO EXIST AS AN ALTERNATIVE TO DS1 LOOPS?

A. Yes. BellSouth held out the existence and availability of its HDSL-compatible loops at TELRIC rates as a reason why the FCC should find that CLECs where not impaired without access to DS1 loops.[3] It is disingenuous for BellSouth to now argue that the rates for HDSL-compatible loops should be bumped up by 115% as part of the "unimpairment" transition.

Q. BELLSOUTH PROPOSES TO APPLY THE FCC'S 115% MARK-UP TO DS1 TO DS0 MULTIPLEXING AND DS0 LINE CARDS PURCHASED IN "UNIMPAIRED" WIRE CENTERS. DOES THE FCC INDIRECTLY ADDRESS THIS ISSUE?

A. Yes. The FCC's DS1, DS3 and Dark Fiber loop and transport impairment decision was based on its perceived economics of providing service to enterprise customers. The FCC's analysis of DS1, DS3 and Dark Fiber loop and transport impairment included the perceived revenue CLECs could obtain from enterprise customers as well as the cost economies of providing multiple channels to single locations.[4]

When DS1 to DS0 mulitplexing and DS0 line cards are purchased, the revenue associated with enterprise customers and the cost economies of providing multiple channels to a single location assumed in the FCC unimpairment decision are not present.

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[3] See, In the Matter of Unbundled Access to Network Elements, Review of the Section 251 Unbundling Obligations of Incumbent Local Exchange Carriers, FCC 04-290, WC Docket No. 04-290, CC Docket No. 01-338, Order on Remand, February 4, 2005 ("TRRO"), footnote 454.

[4] See, TRRO pages 155 through 194.

Q. WHAT DO DS1 TO DS0 MULTIPLEXING AND DS0 LINE CARDS PROVIDE?

A. These elements are used in combination with each other and provide the ability for DS0 loops to be connected to DS1 transport.

Q. WHAT DISTINGUISHES DS1 TO DS0 MULTIPLEXING AND DS0 LINE CARDS FROM ENTERPRISE SERVICE?

A. It is important to recognize that the DS1 to DS0 multiplexer and DS0 line cards being addressed in BellSouth's Attachment 2, Exhibit B rate proposal are physically located in the BellSouth wire center or remote terminal and to connect with customers, DS0 loops must be connected to the DS0 line cards that are placed in DS1 multiplexers. The DS1 to DS0 multiplexing and DS0 line cards being addressed by BellSouth's Attachment 2 Exhibit B are worthless, and would not be purchased, without accompanying DS0 loops. Therefore, the customers being served with the DS1 to DS0 multiplexers and DS0 line cards are not enterprise customers. The customers being served with the DS1 to DS0 multiplexers and DS0 line cards are DS0 customers, primarily residential and small business customers.

The fact that DS0 line cards and DS1 to DS0 multiplexing are connected to various residential and small business end users using DS0 loops distinguishes this configuration from the FCC's "unimpairment" transition

because it removes the cost economies of scale and the enterprise revenue opportunities from the analysis. Accordingly, it would be unreasonable to conclude that DS1 to DS0 multiplexing and DS0 lines cards should be included in "unimpairment" transition and it is unreasonable to apply the 115% mark up to the DS1 to DS0 multiplexing and DS0 line cards as BellSouth has proposed

Q. WHAT SHOULD BE INCLUDED IN ATTACHMENT 2, EXHIBIT B?

A. The only elements that should exist in Attachment 2, Exhibit B are DS1, DS3 and Dark Fiber Loops and Interoffice Transport. In contrast to the Attachment 2 Exhibit B proposal that MCI received from BellSouth, MCI's proposal contains the rates for DS1, DS3 and Dark Fiber loops and transport marked up by 115% over the Commission's ordered levels and no other rates marked up by 115%.[5]

F. MISCELLANEOUS RATE DISPUTES

Q. WHAT DOES MCI REQUEST CONCERNING THE APPROPRIATE DS1 AND DS3 MULTIPLEXING, DS1 AND DS3 LINE CARDS, LOOP TESTING AND LINE SPLITTER RATES FOR IMPAIRED WIRE CENTERS (I.E. ATTACHMENT 2, EXHIBIT A)?

[5] See, Exhibit GJD-2.

A. As noted on Exhibit GJD-2, MCI requests that the rates ordered by the Commission in Docket 990649A apply for these elements.

Q. HAS BELLSOUTH AGREED TO INCLUDE THE RATES ORDERED BY THE COMMISSION IN DOCKET 990649A IN THIS AGREEMENT?

A. Yes. BellSouth has also offered MCI calculated rates for DS1 and DS3 multiplexing and line cards sold in extended loop/transport combinations in all of its nine states. MCI is continuing to evaluate this proposal and will decide if it desires the calculated rates proposed by BellSouth or Commission ordered rates for DS1 and DS3 multiplexing in Florida. As such, MCI is hopeful that these miscellaneous rate issues can be resolved by the parties through continued negotiations.

G. TRANSFER OF OWNERSHIP

Q. HAS MCI PROPOSED ORDERING CODES FOR RECORD CHANGES THAT MAY BE REQUIRED AS A RESULT OF TRANSFERS OF OWNERSHIP?

A. Yes. MCI has included in its proposed Attachment 2, Exhibit A ordering codes for record changes that may be required as a result of transfers of ownership.

Q. HOW WERE THESE ORDERING CODES DEVELOPED?

A. At one time during MCI's negotiations with BellSouth, BellSouth had proposed ordering codes for transfer of ownership to MCI. BellSouth has since removed this from its proposal. The ordering codes included in MCI's UNE proposal are the same as those originally proposed by BellSouth. MCI seeks to have these ordering codes available should it need to request record changes such as corporate name changes or changes to other LEC identifiers, such as the OCN, CC, CIC or ACNA. This matter is further addressed under issue 32 in the following.

ISSUE 9

A. What rate should be applicable for the Bulk Migration process?

B. Should BellSouth be required to offer the Bulk Migration process for migrations of MCI customers to third-party provided switching?

(Attachment 2, Section 2.1.12.1.)

MCI Position: (A) BellSouth must establish discounted rates for the Bulk Migration process to reflect the increased efficiencies of conducting migrations on a bulk basis and comply with the "cost-based" UNE pricing requirements.

(B) Yes. The physical process in such migrations is identical to migrations of MCI customers to MCI-provided switching.

BST Position: (A) MCI believes BellSouth's position to be that the Commission's Order rates for Individual Hot Cuts should apply to Bulk Migrations.

(B) No. Any involvement of another party, in addition to BellSouth and MCI, is clearly not "identical" to migrations that involve only BellSouth and MCI.

Q. WHICH MATTER DO YOU ADDRESS IN THIS ISSUE?

A. My testimony addresses issue 9(a). This issue concerns what rate should apply for bulk migrations. The testimony of Ms. Sherry Lichtenberg addresses Issue 9(b).

Q. WHAT IS MCI'S UNDERSTANDING OF ISSUE 9(a)?

A. Issue 9(a) concerns the appropriate rate that should be assessed to physically or electronically "migrate" the "A" location of the loop (i.e. the location that is within the BellSouth wire center) to a different facility as part of a bulk project.

Q. WHAT IS MCI'S POSITION REGARDING THE RULES APPLICABLE TO THE APPROPRIATE RATE FOR BULK MIGRATIONS?

A. FCC TELRIC rules are applicable to UNE loop bulk migration rates.[6] Thus, the Commission is required to establish TELRIC-compliant rates for UNE loop bulk migrations.

Q. SHORT OF REQUIRING A FULL UNE COST CASE, CAN TELRIC COMPLIANT RATES BE DETERMINED FOR BULK LOOP MIGRATIONS?

[6] 47 C.F.R. §51.501, 503, 505, 507, 509, and 511.

A. Yes. A "bulk migration" of loops to alternative facilities is comparable to the individual loop installation process that is the foundation for the Commission approved UNE Loop installation rates. The primary difference between a "bulk migration" of UNE loops and an individual installation of UNE loops is efficiencies are gained by migrating loops as part of a coordinated project instead of installing loops on an individual case basis.

Q. DID BELLSOUTH PREVIOUSLY CONCEDE THAT LOOP BULK HOT CUT RATES SHOULD BE LESS THAN THE NCUC'S ORDERED RATES FOR INDIVIDUAL LOOP INSTALLATION RATES?

A. Yes. As stated in the TRRO, "[r]egion-wide, BellSouth offers a batch hot cut process at a ten percent discount off of the applicable state-established hot cut NRC to account for the efficiencies gained by using a batch process."[7]

Q. HAS ANY STATE IN BELLSOUTH'S REGION DECIDED THIS ISSUE?

A. No state in the BellSouth region has completed a cost case concerning the bulk migration rate for unbundled loops. Florida has a pending docket regarding this issue, and MCI would be willing to accept the results of the Florida Public Service Commission and apply its decision in that generic case to MCI's ICA with BellSouth. (Docket No. 041338-TP) However, in no event should the

[7] TRRO, ¶ 213.

Florida bulk hot cut rates be more than 90 percent of the Commission's ordered rates for individual hot cuts.

ISSUE 12

Should MCI be required to indemnify BellSouth for BellSouth's own negligent act committed in conjunction with BellSouth's provision of PBX Locate Service? (Attachment 2, Section 7.4.2.2.)

MCI Position: No. BellSouth should be responsible for its own torts and the parties already have agreed to comprehensive indemnification language in the General Terms and Conditions section.

BST Position: In conjunction with its obligation to provide 911 service to MCI as a UNE, BellSouth voluntarily makes available to MCI its PBX Locate Service, which is identical to BellSouth's retail product, Pinpoint. The Pinpoint product allows BellSouth's retail customers to identify for emergency personnel the locale of an incoming 911 call in a campus/hotel/hospital environment. Because this is a retail offering that BellSouth provides to its wholesale customers through PBX Locate, MCI may purchase the product but only at the same terms and conditions that apply to BellSouth's retail customers.

Q. WHAT IS THE DISPUTE BETWEEN MCI AND BELLSOUTH THAT GAVE RISE TO ISSUE 12?

A. BellSouth has agreed to offer its 911 PBX Locate Database Capability to MCI. MCI's end user or end user's database management agent will provide the end user's PBX station numbers and corresponding address and location data to BellSouth's 911 database vendor, who will maintain it in BellSouth's database. BellSouth's proposed agreement language requests that MCI indemnify

BellSouth for BellSouth's own negligence committed in conjunction with the provision of this service. This is unreasonable, because BellSouth should be responsible for its own torts. The parties have already agreed to comprehensive indemnification language in Section 5 of the General Terms and Conditions of the Agreement, and there is no reason for a special carve-out for this service. Further, the Commission should not impose an indemnification obligation on MCI that MCI is not willing to undertake. As such, BellSouth's proposed language for Attachment 2, Section 7.4.2.2 should be rejected and MCI's proposed language should be adopted.

ISSUE 27

What terms and conditions apply when one party interferes with or impairs the other party's ability to provide service? (Attachment 4, Sections 5.18, 5.18.1 and Attachment 2, Sections 2.11.1, 2.11.1.2, 2.11.1.3, 2.11.2.)

MCI position: *BellSouth has proposed language that would give it nearly unbridled authority to disconnect MCI's collocated equipment and facilities. Electronic transmissions necessarily cause some degree of interference and it is therefore inappropriate for BellSouth to have unlimited discretion as to how much interference will be allowed. So long as MCI's collocated equipment and facilities operate within explicit national standards or applicable law, disconnection should not be authorized, except in the event of a threat of loss of life or damage to property.*

MCI's language appropriately and fairly requires that BellSouth shall not knowingly deploy or maintain facilities or equipment that, in excess of that permitted by national standards or law, interferes with or impairs service over MCI's facilities, or which causes damage to MCI's plant. Nor should BellSouth disconnect, remove or attempt to repair MCI's facilities, without its consent.

MCI's proposed language, moreover, unlike BellSouth's collocation language, requires each party to reasonably notify the other of situations that may result in service problems.

BST Position: The parties have already agreed that BellSouth will not knowingly interfere with or impair MCI's ability to provide service. MCI should be subject to this same obligation.

MCI should not be permitted to use any product or service provided under this Agreement that interferes with or impairs BellSouth's or another carrier's ability to provide service. If BellSouth reasonably determines that any equipment or facilities of MCI violates the provisions of this paragraph, BellSouth shall provide written notice to MCI and request that MCI cure the violation 48hours or, if such cure is not feasible, to commence curative measures within twenty-four (24) hours and exercise reasonable diligence to complete such measures as soon as possible thereafter. If MCI fails to do either, or if the violation is of a character that poses an immediate and substantial threat of damage to property or injury or death to any person, or any other significant degradation, interference or impairment of BellSouth's or another entity's service, then and only in that event, BellSouth may take such action as it deems necessary to eliminate such threat including, without limitation, the interruption of electrical power to MCI's equipment and/or facilities.

Q. WHAT IS THE BACKGROUND TO THIS ISSUE?

A. Section 5.18 of Attachment 4 and its subparts concern interference or impairment to BellSouth's or a third party's services caused by a collocator's equipment or services. It is important to understand, as a preliminary matter, that *all* electronic equipment to some degree interferes with, degrades or impairs the transmissions and signals of nearby electronic equipment. Thus BellSouth's

central office equipment interferes with CLECs' collocated equipment, and vice versa. The North Carolina Utilities Commission so recognized in approving generic collocation language that permits neither party to a collocation agreement to interfere with impair service in excess of that explicitly permitted by applicable law or national standards. See §5.1.1, Standard Offering, May 14, 2004 (revised in other respects, March 10, 2005), In re: Generic Collocation, Docket No. P-100, Sub 133j. Given the rights of CLECs to collocate, the first question is how much electronic interference or impairment is appropriate.

Q. IS THERE LANGUAGE IN ATTACHMENT 4 (COLLOCATION) THAT ADDRESSES THIS QUESTION?

A. Yes, and MCI and BellSouth have agreed on the answer to this first question. Section 5.18 states that MCI shall not use any service or equipment that significantly degrades, interferes with or impairs BellSouth's or another's service in excess of what is explicitly permitted under law or national standards, or that endangers or damages BellSouth's or another's facilities, or that compromises the privacy of communications, unless authorized by tariff or law, or that creates an unreasonable risk of injury or death. MCI and BellSouth have also agreed that BellSouth may provide notice directing MCI to cure any such violations, and, in Section 5.18.1, that, except in some circumstances (which are described in agreed-upon language in Section 5.18.2), if the violation is of such

character as to pose an immediate and substantial threat of damage to property or injury or death to any person, then and only in that event, BellSouth may take such action as it deems necessary to eliminate such threat including, without limitation, the interruption of electrical power to MCI's equipment or facilities.

Q. WHAT, THEN, IS THE ISSUE WITH INTERFERENCE OR IMPAIRMENT REGARDING COLLOCATION?

A. The remedies available to BellSouth are potentially drastic in their application. The issue is the circumstances under which BellSouth may take such actions, and what, if any, notice of such actions BellSouth needs to provide MCI. BellSouth's proposed language would give BellSouth virtually unlimited authority to disconnect MCI's equipment, and without notice.

Q. WHAT IS THE DISPUTED LANGUAGE CONCERNING THIS ISSUE IN ATTACHMENT 4?

A. BellSouth first proposes that it may take any action as it deems necessary, including the interruption of power, not only in those instances in which there is an immediate and substantial threat of damage, injury or death, but also in any circumstance in which any service or equipment significantly degrades, interferes with or impairs BellSouth's or another's service (whether or not in excess of what is explicitly permitted under law or national standards), or endangers or damages BellSouth's or another's facilities, or compromises the

privacy of communications (unless authorized by tariff or law), or creates an unreasonable risk of injury or death, and MCI fails to cure the purported violation within a limited window.

Second, although BellSouth agrees that it will attempt to provide notice to MCI prior to the taking of action, it disavows any requirement to provide prior notice, as well as any liability for any damages to MCI resulting from such action, except for willful misconduct.

Q. WHAT IS YOUR RESPONSE TO BELLSOUTH'S LANGUAGE?

A. Only in the event of a threat of injury, loss of life or damage to property should BellSouth be permitted to exercise its power to "pull the plug" on MCI's equipment. Moreover, MCI does not propose that BellSouth necessarily *must* contact it in every conceivable situation; however, BellSouth should have to *attempt* to contact MCI, and it is unreasonable for BellSouth to propose otherwise. MCI has communicated to BellSouth that MCI would accept any reasonable network interference language as long as such language is mutual and that it applies throughout the agreement. BellSouth insists on having separate network interference language in the collocation attachment. While MCI is willing to accommodate Bellsouth on this matter, MCI continues to believe that the protections afforded to each party should be symmetric. BellSouth has refused even this.

Finally, in Section 5.18.1 BellSouth also proposes that the term "advanced service" should be "as described in Section 5.18.2," when what is described in that section, which consists of agreed-upon language only, is "advanced service which significantly degrades the performance of other advanced services or traditional voice band services." Thus BellSouth's introduction of the dependent phrase, "as described in Section 5.18.2," to somehow further define "advanced service," is redundant and confusing.

Q. WHAT IS THE DISPUTED LANGUAGE IN ATTACHMENT 2 (NETWORK ELEMENTS AND OTHER SERVICES) CONCERNING THIS ISSUE?

A. It is important to remember that Attachment 2 concerns the obligation of BellSouth pursuant to 47 U.S.C. §251(c)(3) to provide unbundled network elements to MCI. BellSouth, having rejected network interference language that would apply throughout the interconnection agreement, and instead having insisted on language in Attachment 4 that *unilaterally* protects it from network interference, now insists that language regarding the provision by it of UNEs be *reciprocally* applied, so that, once again, CLECs are obligated to protect BellSouth's network. Thus, in the section headed "Network Interface," and its subparts (collectively, Section 2.11.1), BellSouth wants to require MCI to refrain from the knowing deployment or maintenance of circuits, facilities or

equipment that interfere with or impair service of the other party or a third party, or that cause damage to BellSouth's plant.

Q. WHAT IS YOUR RESPONSE?

A. Not only is the proposed extension of this language to CLECs redundant, given the unilateral protections of BellSouth in the network interference language in Attachment 4, but BellSouth cannot have it both ways: the language in Attachment 4 cannot be unilateral, while the language in Attachment 2 is reciprocal. Either the network interference language (to the extent it is reasonable) in both sections is reciprocal, or, if (reasonable) language is to be unilaterally applied against MCI in Attachment 4, as MCI concedes, then such language should be unilaterally applied against BellSouth in Attachment 2.

Q. WHY HAS BELLSOUTH OBJECTED TO MCI'S PROPOSAL TO MAKE THE LANGUAGE IN ATTACHMENT 4 SYMMETRIC?

A. I understand that BellSouth says that collocation is a special case, and that MCI cannot have the same rights within a BellSouth central office that BellSouth has. For instance, BellSouth says that MCI can not be allowed to access BellSouth's equipment or the equipment of third parties in order to "pull the plug" on it.

Q. HOW DO YOU RESPOND?

A. MCI concedes this subtle difference, but MCI has suggested a solution. BellSouth proposes that BellSouth should be allowed to disable MCI's equipment to protect the network of BellSouth or a third party from interference caused by MCI's equipment. MCI would be willing to accept this, if BellSouth were obligated to use the same procedures to protect MCI's network. That is, BellSouth should be obligated to disable BellSouth's own equipment, or the equipment of a third party, to protect MCI's network from interference caused by the equipment of BellSouth or a third party. This suggestion addresses BellSouth's concern about MCI's access to BellSouth's office, while providing MCI nondiscriminatory protection against network interference.

ISSUE 29

What are the appropriate rates for collocation, including:

(a) for conversion of virtual to physical collocation;

(Attachment 4, Pricing Attachment.)

MCI Position: BellSouth's per circuit conversion charges have not been approved by the Commission and are unreasonable and discriminatory.

BST Position: BellSouth proposed charges for the conversion from virtual to physical collocation are TELRIC based.

Q. WHAT DOES BELLSOUTH PROPOSE FOR VIRTUAL TO PHYSICAL COLLOCATION RELOCATION OF CIRCUITS?

A. BellSouth proposes that it be permitted to charge $33 for each DS0 and $52 for each DS1 or DS3 it may relocate should MCI request to change a virtual collocation to a physical collocation.

Q. WHAT IS THE DIFFERENCE BETWEEN A PHYSICAL COLLOCATION AND A VIRTUAL COLLOCATION?

A. The major difference between a physical and virtual collocation is that with virtual collocation, BellSouth leases MCI's equipment, and the equipment is located in BellSouth's equipment line up. With physical collocation, MCI's equipment is located in MCI's collocation room, cage or area.

Q. WHAT TASKS WOULD BELLSOUTH HAVE TO PERFORM TO RELOCATE CIRCUITS TO CHANGE FROM VIRTUAL TO PHYSICAL COLLOCATION?

A. BellSouth would have to do the following tasks: plan the removal of MCI's equipment from its line up; remove MCI's equipment and give it to MCI; and, change the identifiers for MCI's facilities in its systems (e.g. TIRKS) from virtual to physical. This system change is necessary so that BellSouth can bill MCI its corresponding collocations rates.

MCI's collocated equipment, whether virtually or physically collocated, interface with BellSouth's equipment through a meet point of some kind. As such, no changes are necessary to facilities on BellSouth's side of the meet point.

Q. HOW LONG SHOULD IT TAKE BELLSOUTH TO PLAN THE REMOVAL OF MCI'S EQUIPMENT AND REMOVE MCI'S EQUIPMENT FROM ITS LINE UP?

A. The amount of time it would take BellSouth to plan and remove MCI's equipment from its line up would depend on the type of equipment and how much equipment needs to be removed. From a cost recovery and pricing perspective, what is important in this case is that primary cost driver is not the number of circuits. The primary cost drivers are the amount of equipment to be relocated and the relocation request in general. BellSouth's cost in this regard does not vary significantly depending on the number of circuits. As such, most of virtual to physical relocation costs should be recovered through non-variable charge(s).

Q. DOES BELLSOUTH'S PROPOSED VIRTUAL TO PHYSICAL RELOCATION RATE STRUCTURE COMPLY WITH HOW ITS COSTS ARE INCURRED?

A. No. BellSouth proposes a per circuit rate for virtual to physical relocation that does not vary by volume. As such, BellSouth proposed per circuit rate structure for virtual to physical relocation fails to comply with how its costs are incurred.

Q. HOW MUCH TIME SHOULD IT TAKE BELLSOUTH TO MAKE RECORD CHANGES IN ITS SYSTEMS?

A. If BellSouth had to change the record for each circuit individually, because MCI is only relocating some if its facilities, it should take BellSouth no more than 30 seconds per circuit. However, a typical virtual to physical relocation would be a situation where MCI would be relocating all of its collocated facilities. Therefore, BellSouth should be able to make global changes to its system(s) so that all facilities on each piece of MCI equipment are re-identified with one system entry. As such, on a per circuit basis, BellSouth's labor time to change the records in its systems for virtual to physical collocation relocation should be much, much less than 30 seconds, because the amount of time to make an individual record change (e.g. 30 seconds) should be divided by the number of circuits on each piece of equipment.

Q. WHAT DOES MCI BELIEVE SHOULD BE A REASONABLE INTERIM PER CIRCUIT RELOCATION RATE?

A. Assuming a $40 hourly labor rate and 30 seconds to make a record change, it costs $0.33 per DS0, DS1 or DS3 to re-identify circuits. As such, a charge of no more than $0.33 per DS0, DS1 or DS3 circuit would be a reasonable interim relocation rate until a full cost analysis can be completed.

Q. WOULD THIS $0.33 CHARGE RECOVER BELLSOUTH'S COST TO PLAN THE RELOCATION AND REMOVE MCI'S EQUIPMENT FROM ITS LINE UP?

A. No. Separate charge(s) may have to be developed for this.

Q. IS IT POSSIBLE THAT BELLSOUTH'S OVERHEAD COSTS TO PLAN COLLOCATIONS ARE RECOVERED THROUGH EXISTING UNE RATES?

A. Yes. As such, it is possible that absent offsetting reductions to other rates, no new charges for planning virtual to physical collocation would be warranted. It is important to keep in mind that UNE ratemaking for individual rate elements must take into account costs allocated and recovered by the rates for all other elements.

Q. HAS BELLSOUTH PROVIDED MCI WITH ITS COST SUPPORT FOR ITS PROPOSED RATES?

A. No. As such, MCI cannot provide a more accurate analysis at this time. MCI only knows for sure that BellSouth's proposed rate structure is not correct and is unreasonable.

BILLING

ISSUE 32

What charges, if any, should be imposed for records changes made by the parties to reflect changes in corporate names or other LEC identifiers such as OCN, CC, CIC and ACNA? (Attachment 7, Section 1.14.1; Pricing Attachment.)

MCI Position: Each party must make a number of changes (e.g., to the LERG, and to the CLLI) when merger activity occurs.

Each party benefits from these changes, and thus each party should bear its own expenses.

BST Position: This issue is not appropriate for arbitration in this proceeding because it involves a request by MCI that is not encompassed within BellSouth's obligations pursuant to § 251 of the Act. BellSouth's Merger and Acquisition process available on its interconnection website explains the process for obtaining rates for records changes associated with merger and acquisition activity. Requests of this type are initiated based on a business decision made by MCI, consequently the associated charges to perform this work should be borne by MCI.

Q. WHAT IS THE DISPUTED CONTRACT LANGUAGE THAT THIS ISSUE CONCERNS?

A. The disputed contract language is as follows with agreed upon language in normal type, MCI's proposed language in bold italic type and BellSouth's proposed language in bold underline type:

1.14.1 If ***a Party*** **MCI** needs to change, **add to, eliminate or convert** any of its **OCN(s), ACNA(s) or other** identifying codes or numbers **(collectively "Company Identifiers")** under which it **operates when MCI has already been** ***conducts*** **conducting** business **utilizing those Company Identifiers,** in addition to complying with any **industry** requirements for changing the code or number, it shall also give the other Party notice in order to allow it to update its records without disrupting service. ***Both Parties*** **MCI** shall ***bear*** **pay all** ***their own costs*** **charges as a result of such change, addition, elimination or conversion to the new Company Identifiers. Such charges include, but or not limited to, all time required to make system updates to all of MCI's End User records and any other changes to BellSouth systems or MCI records, and will be handled in a separately negotiated agreement or as otherwise required by BellSouth** ***when making such administrative changes.***

Q. AS WOULD BE REQUIRED BY BELLSOUTH'S PROPOSED AGREEMENT LANGUAGE, IS IT APPROPRIATE FOR MCI TO BE REQUIRED TO PAY BELLSOUTH FOR COSTS INCURRED FOR ADMINISTRATIVE CHANGES AND BELLSOUTH NOT BE REQUIRED TO PAY MCI FOR COSTS INCURRED AS A RESULT OF ADMINISTRATIVE CHANGES?

A. No. If any such separate charges are warranted, the contract provisions should be reciprocal and BellSouth should likewise be required to pay MCI for costs it may incur as a result of administrative changes.

Q. ARE THE COSTS THAT BELLSOUTH INCURS TO CHANGE BILLING IDENTIFIERS CAPTURED IN THE COMMON COST THAT WAS APPLIED TO ALL RECURRING AND NONRECURRING UNE RATES?

A. Yes. Again, similar to the case of service rearrangement charges that I have already discussed, changing billing identifiers is an activity the BellSouth has done for decades and BellSouth's historical cost associated with changing billing identifiers for customers was not removed from the development of the factors used to create the currently effective UNE rates.

Q. SINCE BELLSOUTH RECOVERS THE FORWARD-LOOKING COST OF CHANGING BILLING IDENTIFIERS THROUGH ITS

EXISTING RECURRING AND NONRECURRING UNE RATES, SHOULD NEW SEPARATE NONRECURRING CHARGES FOR RECORD CHANGES BE CREATED?

A. No. As I discussed above regarding BellSouth's proposed service rearrangement charges, the FCC UNE pricing rules[8] do not permit BellSouth to create **any** new UNE rates without either an offsetting reduction to existing UNE rates, or a determination that the activity in question was not part of the Commission calculation of TELRIC and new cost case to reset TELRIC.

Q. WHAT COULD BE DONE TO ESTABLISH RECORD CHANGE CHARGES THAT DO NOT VIOLATE FCC UNE PRICING RULES?

A. To comply with FCC UNE pricing rules and the Commission's prior determination of TELRIC, the Commission would have to do three things to eliminate double cost recovery. First, the Commission would have to determine if the rates being proposed reflect the forward-looking nonrecurring cost incurred for the activity. Second, the Commission would have to calculate the amount of revenue that would be generated by whatever is determined to be the appropriate record change nonrecurring charges. Third, the Commission would need to reduce

[8] 47 CFR 51.511(a).

existing UNE loop recurring rates to offset the additional revenue created by the new record change nonrecurring rates.

Q. IS THE ABOVE ACTIVITY NECESSARY?

A. No. There is no reason for BellSouth to create a separate charge to be assessed upon MCI for record changes. This activity should continue to be considered to be a normal and administrative cost of doing business and any costs caused by this activity should continue to be recovered by BellSouth through the factors applied to all recurring and nonrecurring UNE rates. As such, it would be reasonable to create ordering codes for this activity and set the rates for this activity at zero. This is what MCI proposes in its Attachment 2, Exhibit A (See, Exhibit GJD-2, USOCs URETE and URETC).

Q. SHOULD ANY CHARGES FOR RECORD CHANGES BE PERMITTED?

A. No. Not only would BellSouth's language require MCI, and MCI only, to pay in the event that LEC identifiers are changed, BellSouth would require that MCI pay charges that BellSouth has separately and unilaterally determined and that BellSouth failed to disclose throughout the parties' negotiations. The recently concluded bankruptcy proceedings in the Bankruptcy Court for the Southern District of New York involving MCI and its corporate parent and affiliates expressly authorized the reorganization of those companies, including the mergers of MCI and affiliated local exchange carriers, and transfers of local

exchange-related assets to MCI from other affiliated carriers. MCI's Plan of Reorganization in the bankruptcy case precludes carriers, including BellSouth, from assessing charges on MCI for the consolidation of entities carried out pursuant to the Plan. The bankruptcy court entered an order approving the Plan. BellSouth was a party to the bankruptcy cases and is therefore bound by them. Thus, to the extent that BellSouth seeks recovery of costs relating to such mergers and transfers, it is foreclosed by the orders of the bankruptcy court and BellSouth risks violations of the orders in effect from that court.

ISSUE 33

How should the rate for the calculation of late payments be determined? (Attachment 7, Section 1.17.)

MCI Position: The late payment rate should be included in the agreement and capped by applicable law.

BST Position: BellSouth is willing to agree to language requiring it to comply with applicable law regarding late payment charges. It is unnecessary to include a late payment pricing table.

Q. WHAT IS THE DISPUTE BETWEEN THE PARTIES IN ISSUE 33?

A. MCI does not believe its interconnection agreement with BellSouth should incorporate by reference any provisions of any BellSouth tariff.

Q. IS BELLSOUTH'S REQUEST TO HAVE UNILATERAL CONTROL OVER THE RATE FOR LATE PAYMENT FEES REASONABLE?

A. No. Neither party should have unilateral control over any rate charged under the agreement. BellSouth's request in this regard is completely unreasonable and should be rejected.

Q. WHAT IS MCI'S PROPOSAL IN THIS REGARD?

A. MCI proposes that the late payment rate be included in the Agreement and capped by applicable law would be subject to change only by agreement or the change of law process. MCI's language is reasonable, complies with the Act and should be adopted.

ISSUE 34

What terms and conditions apply to:
(A) nonpayment of past due billings and additional amounts that become past due during any suspension?
(B) Nonpayment of a requested deposit?

MCI Position: The process proposed by MCI should be used. This process is similar to the process currently in place. BellSouth proposes a process that would enable it, in the event of any payment that is not on time on an account, and regardless whether payment is disputed, to discontinue service and take other actions unilaterally and broadly, which is inappropriate. BellSouth should be required to go through the dispute resolution process before discontinuing service.

BST Position: Based on MCI's prior financial history, including the filing of bankruptcy, MCI should pay all billings and then dispute. Accordingly, BellSouth should have the ability to suspend, discontinue, or terminate service for nonpayment of billings.

In addition, MCI should be required to pay any additional, undisputed amounts that become past due during any suspension or cure period.

Regarding deposits, there is no dispute that BellSouth can request a deposit. Thus, BellSouth should have the right to suspend, discontinue, or terminate for nonpayment of a deposit request.

Q. WHAT IS THE DISPUTE BETWEEN THE PARTIES WITH ISSUE 34?

A. BellSouth seeks to change the existing process so that it would be able to suspend and disconnect all services to MCI, even when bills are in dispute. BellSouth thus proposes to resort to self-help that would have dire consequences for consumers and businesses alike.

Q. IS MCI'S PROPOSED DISPUTE RESOLUTION LANGUAGE CONSISTENT WITH THE PROVISIONS OF ITS EXISITING ICA WITH BELLSOUTH?

A. Yes. MCI proposes a process consistent with that contained in the parties' current interconnection agreement. For non-disputed amounts owed, MCI's language would enable BellSouth to take action to suspend and disconnect services to MCI. For disputed amounts, BellSouth would be required to go through the dispute resolution process before taking any action to suspend and disconnect services. In either case, the services to be suspended or disconnected would be those related to the accounts on which payment is past due.

Q. WOULD IT BE REASONABLE TO PERMIT BELLSOUTH TO SUSPEND AND DISCONNECT MCI SERVICES WHEN BILLS FOR SUCH SERVICES ARE IN DISPUTE?

A. No. This provision would permit BellSouth to render inaccurate bills to MCI, and disconnect MCI's service if MCI were to dispute the inaccurate bills. This is not reasonable and BellSouth proposed agreement language should be rejected.

Q. DOES THIS CONCLUDE YOUR DIRECT TESTIMONY?

A. Yes.

GREGORY J. DARNELL
PROFESSIONAL EXPERIENCE

7/1/05 – Date EXECUTIVE STAFF MEMBER, MCI, REGULATORY ECONOMICS

Responsibilities: Define public policy and ensure effective advocacy.

4/20/04 – 6/ 30/05 SENIOR MANAGER, MCI, REGULAORY ECONOMICS

Responsibilities: Define public policy and ensure effective advocacy.

6/21/96 –4/20/04 REGIONAL SENIOR MANAGER, MCI WORLDCOM, INC., PUBLIC POLICY.

Responsibilities: Define public policy and ensure effective advocacy throughout BellSouth Region.

9/1/95 - 6/21/96 SENIOR STAFF SPECIALIST III, MCI, NATIONAL ACCESS POLICY.

Responsibilities: Define MCI's national access policies and educate field personnel. Present MCI's access policy positions to Executive Management and obtain concordance.

9/1/94 - 9/1/95 SENIOR STAFF SPECIALIST III, MCI, CARRIER RELATIONS.

Responsibilities: Manage MCI's business relationship with ALLTEL.

1/1/93 - 9/1/94 SENIOR STAFF SPECIALIST II, MCI, SOUTHERN CARRIER MANAGEMENT.

Responsibilities: Chief of Staff.

9/1/91 - 1/1/93 MANAGER, MCI, ECONOMIC ANALYSIS.

Responsibilities: Testify before state utility commissions on access issues. Write tariff and rulemaking pleadings before the FCC. Serve as MCI's expert on Local Exchange Carrier revenue requirements, demand forecasts and access rate structures.

1/1/90 - 9/1/91 SENIOR STAFF SPECIALIST I, MCI, FEDERAL REGULATORY.

Responsibilities: Direct FCC tariff and rulemaking analysis. Provide access cost input to MCI's Business Plan. Write and file petitions against annual tariff filings and requests for rulemaking. Train State Utility Commissions on the use and design of financial databases.

1/1/89 - 1/1/90 STAFF SPECIALIST III, MCI, FEDERAL REGULATORY.

Responsibilities: Track and monitor tariff transmittals for Ameritech, BellSouth, SWBT and U S West. Author petitions opposing RBOC tariff filings. Represent MCI at National Ordering and Billing Forum.

Exhibit GJD-1 (CONT)

10/9/87 - 1/1/89 SUPERVISOR, MCI, TELCO COST ANALYSIS

Responsibilities: Supervise team of analysts in their review of interstate access tariff changes. Coordinate updates to Special Access billing system.

1/1/86 - 10/9/87 FINANCIAL ANALYST III, MCI, TELCO COST.

Responsibilities: Analyze MCI's access costs and produce forecasts.

6/1/85 - 1/1/86 STAFF ADMINISTRATOR II, MCI, LITIGATION SUPPORT.

Responsibilities: Support MCI's antitrust counsel in taking depositions, preparing interrogatories and document requests.

1/1/84 - 6/1/85 PRODUCTION ANALYST, MCI, LITIGATION SUPPORT.

Responsibilities: Review and abstract MCI and AT&T documents obtained in MCI's antitrust litigation.

8/1/82 - 1/1/84 LEGAL ASSISTANT, GARDNER, CARTON AND DOUGLAS.

Responsibilities: Research and obtain information from the FCC, FERC and SEC.

EDUCATIONAL EXPERIENCE

9/1/00 – 12/15/04 UNIVERSITY OF MARYLAND UNIVERSITY COLLEGE,
M.S. TELECOMMUNICATIONS MANAGEMENT

Studies: Network & Internet Engineering, MIS Integration, Management Accounting, International Public Policy, Strategic and Organizational Management of Technology, and IT Acquisition.

9/1/91 - 1/1/93 GEORGE WASHINGTON UNIVERSITY,

GRADUATE SCHOOL OF TELECOMMUNICATIONS.

Studies: Public Policy, Electrical Engineering and Economics.

9/1/78 - 6/1/82 UNIVERSITY OF MARYLAND, B.A.B.S.S., ECONOMICS.

Studies: Macro and Micro Economics, Statistics, Calculus, Astronomy and Music.

RESALE - Florida														Attachment: 1		Exhibit: E	
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES ($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
						Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates ($)					
							First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
APPLICABLE DISCOUNTS																
	Residence %					21.83										
	Business %					16.81										
	CSAs %					16.81										
OPERATIONAL SUPPORT SYSTEMS (OSS) - "REGIONAL RATES"																
NOTE: (1) CLEC should contact its contract negotiator if it prefers the "state specific" OSS charges as ordered by the State Commissions. The OSS charges currently contained in this rate exhibit are the BellSouth "regional" service ordering charges. CLE																
	OSS - Electronic Service Order Charge, Per Local Service Request (LSR) - Resale Only				SOMEC		3.50	0.00	3.50	0.00						
	OSS - Manual Service Order Charge, Per Local Service Request (LSR) - Resale Only				SOMAN		19.99	0.00	19.99	0.00						
SELECTIVE CALL ROUTING USING LINE CLASS CODES (SCR-LCC)																
	Selective Routing Per Unique Line Class Code Per Request Per Switch						93.55	93.55	12.71	12.71						
ODUF/EODUF SERVICES																
	OPTIONAL DAILY USAGE FILE (ODUF)															
	ODUF: Recording, per message					0.0000071										
	ODUF: Message Processing, per message					0.002146										
	ODUF: Message Processing, per Magnetic Tape provisioned					35.91										
	ODUF: Data Transmission (CONNECT:DIRECT), per message					0.00010375										
	ENHANCED OPTIONAL DAILY USAGE FILE (EODUF)															
	EODUF: Message Processing, per message					0.080698										

UNBUNDLED NETWORK ELEMENTS - Florida														Attachment: 2		Exhibit: A	
CATEGORY		RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES ($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
							Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates ($)					
								First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
		NOTE: The "Zone" shown in the sections for stand-alone loops or loops as part of a combination refers to Geographically Deaveraged UNE Zones. To view Geographically Deaveraged UNE Zone Designations by Central Office, refer to Internet Web site: http://www.interconnection.bellsouth.com/become_a_clec/html/interconnection.htm.															
OPERATIONAL SUPPORT SYSTEMS (OSS) - "STATE SPECIFIC RATES"																	
		NOTE: (1) CLEC should contact its contract negotiator if it prefers the "regional" OSS charges as offered by BellSouth. The OSS charges currently contained in this rate exhibit are the PSC state ordered "state specific" service ordering charges. CLEC may elect either the state specific Commission ordered rates for the service ordering charges, or CLEC may elect the regional service ordering charge, however, CLEC can not obtain a mixture of the two regardless if CLEC has a interconnection contract established in each of the 9 states.															
		NOTE: (2) Any element that can be ordered electronically will be billed according to the SOMEC rate listed in this category. Please refer to BellSouth's Local Ordering Handbook (LOH) to determine if a product can be ordered electronically. For those elements that cannot be ordered electronically at present per the LOH, the listed SOMEC rate in this category reflects the charge that would be billed to a CLEC once electronic ordering capabilities come on-line for that element. Otherwise, the manual ordering charge, SOMAN, will be applied to a CLECs bill when it submits an LSR to BellSouth.															
		OSS - Electronic Service Order Charge, Per Local Service Request (LSR) - UNE Only				SOMEC		1.52	0.00	0.20	0.00						
		OSS - Manual Service Order Charge, Per Local Service Request (LSR) - UNE Only				SOMAN		11.90	0.00	1.83	0.00						
UNE SERVICE DATE ADVANCEMENT CHARGE																	
		UNE Expedite Charge per Circuit or Line Assignable USOC, per Day			UAL, UEANL, UCL, UEF, UDF, UEQ, UDL, UENTW, UDN, UEA, UHL, ULC, USL, U1T12, U1T48, U1TD1, U1TD3, U1TDX, U1TO3, U1TS1, U1TVX, UC1BC, UC1BL, UC1CC, UC1CL, UC1DC, UC1DL, UC1EC, UC1EL, UC1FC, UC1FL, UC1GC, UC1GL, UC1HC, UC1HL, UDL12, UDL48, UDLO3, UDLSX, UE3,	SDASP		200.00									
UNBUNDLED EXCHANGE ACCESS LOOP																	
ORDER MODIFICATION CHARGE																	
		Order Modification Charge (OMC)	N					26.21	0.00	0.00	0.00						
		Order Modification Additional Dispatch Charge (OMCAD)	N					150.00	0.00	0.00	0.00						
	2-WIRE ANALOG VOICE GRADE LOOP																
		2-Wire Analog Voice Grade Loop - Service Level 1- Zone 1		1	UEANL	UEAL2	10.69	49.57	22.83	25.62	6.57						
		2-Wire Analog Voice Grade Loop - Service Level 1- Zone 2		2	UEANL	UEAL2	15.20	49.57	22.83	25.62	6.57						
		2-Wire Analog Voice Grade Loop - Service Level 1- Zone 3		3	UEANL	UEAL2	26.97	49.57	22.83	25.62	6.57						
		2-Wire Analog Voice Grade Loop - Service Level 1- Zone 1		1	UEANL	UEASL	10.69	49.57	22.83	25.62	6.57						
		2-Wire Analog Voice Grade Loop - Service Level 1- Zone 2		2	UEANL	UEASL	15.20	49.57	22.83	25.62	6.57						
		2-Wire Analog Voice Grade Loop - Service Level 1- Zone 3		3	UEANL	UEASL	26.97	49.57	22.83	25.62	6.57						
		Unbundled Miscellaneous Rate Element, Tag Loop at End User Premise			UEANL	URETL		8.33	0.83								
		CLEC to CLEC Conversion Charge Without Outside Dispatch (UVL-SL1)	N		UEANL	UREWO		15.78	8.94								
		Unbundled Voice Loop, Non-Design Voice Loop, billing for BST providing make-up (Engineering Information - E.I.)			UEANL	UEANM		13.49									
		Manual Order Coordination for UVL-SL1s (per loop)			UEANL	UEAMC		9.00	9.00								
		Order Coordination for Specified Conversion Time for UVL-SL1 (per LSR)			UEANL	OCOSL		23.02									
	2-WIRE Unbundled COPPER LOOP																
		2-Wire Unbundled Copper Loop - Non-Designed Zone 1		1	UEQ	UEQ2X	7.69	44.98	20.90	24.88	6.45						
		2 Wire Unbundled Copper Loop - Non-Designed - Zone 2		2	UEQ	UEQ2X	10.92	44.98	20.90	24.88	6.45						
		2 Wire Unbundled Copper Loop - Non-Designed - Zone 3		3	UEQ	UEQ2X	19.38	44.98	20.90	24.88	6.45						
		Unbundled Miscellaneous Rate Element, Tag Loop at End User Premise			UEQ	URETL		8.93	0.88								
		Manual Order Coordination 2 Wire Unbundled Copper Loop - Non-Designed (per loop)			UEQ	USBMC		9.00	9.00								
		Unbundled Copper Loop, Non-Design Cooper Loop, billing for BST providing make-up (Engineering Information - E.I.)			UEQ	UEQMU		13.49									

UNBUNDLED NETWORK ELEMENTS - Florida													Attachment: 2		Exhibit: A	
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES ($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
	CLEC to CLEC Conversion Charge Without Outside Dispatch (UCL-ND)	N		UEQ	UREWO		14.27	7.43								
	2-WIRE ANALOG VOICE GRADE LOOP															
	2-Wire Analog Voice Grade Loop - Service Level 2 w/Loop or Ground Start Signaling - Zone 1		1	UEA	UEAL2	12.24	135.75	82.47	63.53	12.01						
	2-Wire Analog Voice Grade Loop - Service Level 2 w/Loop or Ground Start Signaling - Zone 2		2	UEA	UEAL2	17.40	135.75	82.47	63.53	12.01						
	2-Wire Analog Voice Grade Loop - Service Level 2 w/Loop or Ground Start Signaling - Zone 3		3	UEA	UEAL2	30.87	135.75	82.47	63.53	12.01						
	2-Wire Analog Voice Grade Loop - Service Level 2 w/Reverse Battery Signaling - Zone 1		1	UEA	UEAR2	12.24	135.75	82.47	63.53	12.01						
	2-Wire Analog Voice Grade Loop - Service Level 2 w/Reverse Battery Signaling - Zone 2		2	UEA	UEAR2	17.40	135.75	82.47	63.53	12.01						
	2-Wire Analog Voice Grade Loop - Service Level 2 w/Reverse Battery Signaling - Zone 3		3	UEA	UEAR2	30.87	135.75	82.47	63.53	12.01						
	Order Coordination for Specified Conversion Time (per LSR)			UEA	OCOSL		23.02									
	Switch-As-Is Conversion rate per UNE Loop, Single LSR, (per DS0)	N		UEA, NTCVG	URESL		24.97	3.52								
	Switch-As-Is Conversion rate per UNE Loop, Spreadsheet, (per DS0)	N		UEA, NTCVG	URESP		26.46	5.01								
	Switch-As-Is Conversion rate per UNE Loop, Single LSR, (per DS0)	***N***		***UEA, NTCVG***	***URESL***		***<8.98***	***3.52***								
	Switch-As-Is Conversion rate per UNE Loop, Spreadsheet, (per DS0)	***N***		***UEA, NTCVG***	***URESP***		***<8.98***	***5.01***								
	CLEC to CLEC Conversion Charge without outside dispatch	N		UEA	UREWO		87.71	36.35								
	Loop Tagging - Service Level 2 (SL2)			UEA	URETL		11.21	1.10								
	4-WIRE ANALOG VOICE GRADE LOOP															
	4-Wire Analog Voice Grade Loop - Zone 1		1	UEA	UEAL4	18.89	167.86	115.15	67.08	15.56						
	4-Wire Analog Voice Grade Loop - Zone 2		2	UEA	UEAL4	26.84	167.86	115.15	67.08	15.56						
	4-Wire Analog Voice Grade Loop - Zone 3		3	UEA	UEAL4	47.62	167.86	115.15	67.08	15.56						
	Switch-As-Is Conversion rate per UNE Loop, Single LSR, (per DS0)	N		UEA, NTCVG	URESL		24.97	3.52								
	Switch-As-Is Conversion rate per UNE Loop, Spreadsheet, (per DS0)	N		UEA, NTCVG	URESP		26.46	5.01								
	Switch-As-Is Conversion rate per UNE Loop, Single LSR, (per DS0)	***N***		***UEA, NTCVG***	***URESL***		***<8.98***	***3.52***								
	Switch-As-Is Conversion rate per UNE Loop, Spreadsheet, (per DS0)	***N***		***UEA, NTCVG***	***URESP***		***<8.98***	***5.01***								
	Order Coordination for Specified Conversion Time (per LSR)			UEA	OCOSL		23.02									
	CLEC to CLEC Conversion Charge without outside dispatch	N		UEA	UREWO		87.71	36.35								
	2-WIRE ISDN DIGITAL GRADE LOOP															
	2-Wire ISDN Digital Grade Loop - Zone 1		1	UDN	U1L2X	19.28	147.69	94.41	62.23	10.71						
	2-Wire ISDN Digital Grade Loop - Zone 2		2	UDN	U1L2X	27.40	147.69	94.41	62.23	10.71						
	2-Wire ISDN Digital Grade Loop - Zone 3		3	UDN	U1L2X	48.62	147.69	94.41	62.23	10.71						
	Order Coordination For Specified Conversion Time (per LSR)			UDN	OCOSL		23.02									
	CLEC to CLEC Conversion Charge without outside dispatch	N		UDN	UREWO		91.61	44.15								
	2-WIRE ASYMMETRICAL DIGITAL SUBSCRIBER LINE (ADSL) COMPATIBLE LOOP															
	2 Wire Unbundled ADSL Loop including manual service inquiry & facility reservation - Zone 1		1	UAL	UAL2X	8.30	149.53	103.85	75.05	15.63						
	2 Wire Unbundled ADSL Loop including manual service inquiry & facility reservation - Zone 2		2	UAL	UAL2X	11.80	149.53	103.85	75.05	15.63						
	2 Wire Unbundled ADSL Loop including manual service inquiry & facility reservation - Zone 3		3	UAL	UAL2X	20.94	149.53	103.85	75.05	15.63						
	2 Wire Unbundled ADSL Loop without manual service inquiry & facility reservaton - Zone 1		1	UAL	UAL2W	8.30	124.83	71.12	60.64	9.12						
	2 Wire Unbundled ADSL Loop without manual service inquiry & facility reservaton - Zone 2		2	UAL	UAL2W	11.80	124.83	71.12	60.64	9.12						
	2 Wire Unbundled ADSL Loop without manual service inquiry & facility reservaton - Zone 3		3	UAL	UAL2W	20.94	124.83	71.12	60.64	9.12						
	Order Coordination for Specified Conversion Time (per LSR)			UAL	OCOSL		23.02									
	CLEC to CLEC Conversion Charge without outside dispatch	N		UAL	UREWO		86.19	40.39								
	2-WIRE HIGH BIT RATE DIGITAL SUBSCRIBER LINE (HDSL) COMPATIBLE LOOP															
	2 Wire Unbundled HDSL Loop including manual service inquiry & facility reservation - Zone 1		1	UHL	UHL2X	7.22	159.09	113.41	75.05	15.63						

UNBUNDLED NETWORK ELEMENTS - Florida													Attachment: 2		Exhibit: A	
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES ($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
	2 Wire Unbundled HDSL Loop including manual service inquiry & facility reservation - Zone 2		2	UHL	UHL2X	10.26	159.09	113.41	75.05	15.63						
	2 Wire Unbundled HDSL Loop including manual service inquiry & facility reservation - Zone 3		3	UHL	UHL2X	18.21	159.09	113.41	75.05	15.63						
	2 Wire Unbundled HDSL Loop without manual service inquiry and facility reservation - Zone 1		1	UHL	UHL2W	7.22	134.40	80.69	60.64	9.12						
	2 Wire Unbundled HDSL Loop without manual service inquiry and facility reservation - Zone 2		2	UHL	UHL2W	10.26	134.40	80.69	60.64	9.12						
	2 Wire Unbundled HDSL Loop without manual service inquiry and facility reservation - Zone 3		3	UHL	UHL2W	18.21	134.40	80.69	60.64	9.12						
	Order Coordination for Specified Conversion Time (per LSR)			UHL	OCOSL		23.02									
	CLEC to CLEC Conversion Charge without outside dispatch	N		UHL	UREWO		86.12	40.39								
	4-WIRE HIGH BIT RATE DIGITAL SUBSCRIBER LINE (HDSL) COMPATIBLE LOOP															
	4 Wire Unbundled HDSL Loop including manual service inquiry and facility reservation - Zone 1		1	UHL	UHL4X	10.86	193.31	138.98	77.15	12.61						
	4-Wire Unbundled HDSL Loop including manual service inquiry and facility reservation - Zone 2		2	UHL	UHL4X	15.44	193.31	138.98	77.15	12.61						
	4-Wire Unbundled HDSL Loop including manual service inquiry and facility reservation - Zone 3		3	UHL	UHL4X	27.39	193.31	138.98	77.15	12.61						
	4-Wire Unbundled HDSL Loop without manual service inquiry and facility reservation - Zone 1		1	UHL	UHL4W	10.86	168.62	115.47	62.74	11.22						
	4-Wire Unbundled HDSL Loop without manual service inquiry and facility reservation - Zone 2		2	UHL	UHL4W	15.44	168.62	115.47	62.74	11.22						
	4-Wire Unbundled HDSL Loop without manual service inquiry and facility reservation - Zone 3		3	UHL	UHL4W	27.39	168.62	115.47	62.74	11.22						
	Order Coordination for Specified Conversion Time (per LSR)			UHL	OCOSL		23.02									
	CLEC to CLEC Conversion Charge without outside dispatch	N		UHL	UREWO		86.12	40.39								
	4-WIRE DS1 DIGITAL LOOP															
	4-Wire DS1 Digital Loop - Zone 1		1	USL	USLXX	70.74	313.75	181.48	61.22	13.53						
	4-Wire DS1 Digital Loop - Zone 2		2	USL	USLXX	100.54	313.75	181.48	61.22	13.53						
	4-Wire DS1 Digital Loop - Zone 3		3	USL	USLXX	178.39	313.75	181.48	61.22	13.53						
	Switch-As-Is Conversion rate per UNE Loop, Single LSR, (per DS0)	**N**		**UEA, NTCVG**	**URESL**		**24.97**	**3.52**								
	Switch-As-Is Conversion rate per UNE Loop, Spreadsheet, (per DS0)	**N**		**UEA, NTCVG**	**URESP**		**26.46**	**5.01**								
	Switch-As-Is Conversion rate per UNE Loop, Single LSR, (per DS0)	***N***		***UEA, NTCVG***	***URESL***		***<8.98***	***3.52***								
	Switch-As-Is Conversion rate per UNE Loop, Spreadsheet, (per DS0)	***N***		***UEA, NTCVG***	***URESP***		***<8.98***	***5.01***								
	Order Coordination for Specified Conversion Time (per LSR)			USL	OCOSL		23.02									
	CLEC to CLEC Conversion Charge without outside dispatch			USL	UREWO		101.07	43.04								
	4-WIRE 19.2, 56 OR 64 KBPS DIGITAL GRADE LOOP															
	4 Wire Unbundled Digital 19.2 Kbps		1	UDL	UDL19	22.20	161.56	108.85	67.08	15.56						
	4 Wire Unbundled Digital 19.2 Kbps		2	UDL	UDL19	31.56	161.56	108.85	67.08	15.56						
	4 Wire Unbundled Digital 19.2 Kbps		3	UDL	UDL19	55.99	161.56	108.85	67.08	15.56						
	4 Wire Unbundled Digital Loop 56 Kbps - Zone 1		1	UDL	UDL56	22.20	161.56	108.85	67.08	15.56						
	4 Wire Unbundled Digital Loop 56 Kbps - Zone 2		2	UDL	UDL56	31.56	161.56	108.85	67.08	15.56						
	4 Wire Unbundled Digital Loop 56 Kbps - Zone 3		3	UDL	UDL56	55.99	161.56	108.85	67.08	15.56						
	Order Coordination for Specified Conversion Time (per LSR)			UDL	OCOSL		23.02									
	4 Wire Unbundled Digital Loop 64 Kbps - Zone 1		1	UDL	UDL64	22.20	161.56	108.85	67.08	15.56						
	4 Wire Unbundled Digital Loop 64 Kbps - Zone 2		2	UDL	UDL64	31.56	161.56	108.85	67.08	15.56						
	4 Wire Unbundled Digital Loop 64 Kbps - Zone 3		3	UDL	UDL64	55.99	161.56	108.85	67.08	15.56						
	Switch-As-Is Conversion rate per UNE Loop, Single LSR, (per DS0)	**N**		**UDL, NTCUD**	**URESL**		**24.97**	**3.52**								
	Switch-As-Is Conversion rate per UNE Loop, Spreadsheet, (per DS0)	**N**		**UDL, NTCUD**	**URESP**		**26.46**	**5.01**								
	Switch-As-Is Conversion rate per UNE Loop, Single LSR, (per DS0)	***N***		***UEA, NTCVG***	***URESL***		***<8.98***	***3.52***								
	Switch-As-Is Conversion rate per UNE Loop, Spreadsheet, (per DS0)	***N***		***UEA, NTCVG***	***URESP***		***<8.98***	***5.01***								
	Order Coordination for Specified Conversion Time (per LSR)			UDL	OCOSL		23.02									
	CLEC to CLEC Conversion Charge without outside dispatch	N		UDL	UREWO		102.11	49.74								
	2-WIRE Unbundled COPPER LOOP															
	2-Wire Unbundled Copper Loop-Designed including manual service inquiry & facility reservation - Zone 1		1	UCL	UCLPB	8.30	148.50	102.82	75.05	15.63						

UNBUNDLED NETWORK ELEMENTS - Florida													Attachment: 2		Exhibit: A	
CATEGORY		RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES ($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic- 1st	Incremental Charge - Manual Svc Order vs. Electronic- Add'l	Incremental Charge - Manual Svc Order vs. Electronic- Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic- Disc Add'l
		2-Wire Unbundled Copper Loop-Designed including manual service inquiry & facility reservation - Zone 2		2	UCL	UCLPB	11.80	148.50	102.82	75.05	15.63						
		2 Wire Unbundled Copper Loop-Designed including manual service inquiry & facility reservation - Zone 3		3	UCL	UCLPB	20.94	148.50	102.82	75.05	15.63						
		Order Coordination for Unbundled Copper Loops (per loop)			UCL	UCLMC		9.00	9.00								
		2-Wire Unbundled Copper Loop-Designed without manual service inquiry and facility reservation - Zone 1		1	UCL	UCLPW	8.30	123.81	70.09	60.64	9.12						
		2-Wire Unbundled Copper Loop-Designed without manual service inquiry and facility reservation - Zone 2		2	UCL	UCLPW	11.80	123.81	70.09	60.64	9.12						
		2-Wire Unbundled Copper Loop-Designed without manual service inquiry and facility reservation - Zone 3		3	UCL	UCLPW	20.94	123.81	70.09	60.64	9.12						
		Order Coordination for Unbundled Copper Loops (per loop)			UCL	UCLMC		9.00	9.00								
		CLEC to CLEC Conversion Charge without outside dispatch (UCL -Des)	N		UCL	UREWO		97.21	42.47								
	4-WIRE COPPER LOOP																
		4-Wire Copper Loop-Designed including manual service inquiry and facility reservation - Zone 1		1	UCL	UCL4S	11.83	177.87	132.76	77.15	17.73						
		4-Wire Copper Loop-Designed including manual service inquiry and facility reservation - Zone 2		2	UCL	UCL4S	16.81	177.87	132.76	77.15	17.73						
		4-Wire Copper Loop-Designed including manual service inquiry and facility reservation - Zone 3		3	UCL	UCL4S	29.82	177.87	132.76	77.15	17.73						
		4-Wire Copper Loop-Designed without manual service inquiry and facility reservation - Zone 1		1	UCL	UCL4W	11.83	153.18	100.03	62.74	11.22						
		4-Wire Copper Loop-Designed without manual service inquiry and facility reservation - Zone 2		2	UCL	UCL4W	16.81	153.18	100.03	62.74	11.22						
		4-Wire Copper Loop-Designed without manual service inquiry and facility reservation - Zone 3		3	UCL	UCL4W	29.82	153.18	100.03	62.74	11.22						
		Order Coordination for Unbundled Copper Loops (per loop)			UCL	UCLMC		9.00	9.00								
		CLEC to CLEC Conversion Charge without outside dispatch	N		UCL	UREWO		97.21	42.47								
LOOP MODIFICATION																	
		Unbundled Loop Modification, Removal of Load Coils - 2 Wire pair less than or equal to 18k ft, per Unbundled Loop			UAL, UHL, UCL, UEQ, ULS, UEA, UEANL, UEPSR, UEPSB	ULM2L		0.00	0.00								
		Unbundled Loop Modification Removal of Load Coils - 4 Wire less than or equal to 18K ft, per Unbundled Loop			UHL, UCL, UEA	ULM4L		0.00	0.00								
		Unbundled Loop Modification Removal of Bridged Tap Removal, per unbundled loop			UAL, UHL, UCL, UEQ, ULS, UEA, UEANL, UEPSR, UEPSB	ULMBT		10.52	10.52								
SUB-LOOPS																	
	Sub-Loop Distribution																
		Sub-Loop - Per Cross Box Location - CLEC Feeder Facility Set-Up	I		UEANL	USBSA		487.23									
		Sub-Loop - Per Cross Box Location - Per 25 Pair Panel Set-Up	I		UEANL	USBSB		6.25									
		Sub-Loop - Per Building Equipment Room - CLEC Feeder Facility Set-Up	I		UEANL	USBSC		169.25									
		Sub-Loop - Per Building Equipment Room - Per 25 Pair Panel Set Up	I		UEANL	USBSD		38.65									
		Sub-Loop Distribution Per 2-Wire Analog Voice Grade Loop - Zone 1		1	UEANL	USBN2	6.46	60.19	21.78	47.50	5.26						
		Sub-Loop Distribution Per 2-Wire Analog Voice Grade Loop - Zone 2		2	UEANL	USBN2	9.18	60.19	21.78	47.50	5.26						
		Sub-Loop Distribution Per 2-Wire Analog Voice Grade Loop - Zone 3		3	UEANL	USBN2	16.29	60.19	21.78	47.50	5.26						
		Sub-Loop Distribution Per 4-Wire Analog Voice Grade Loop - Zone 1		1	UEANL	USBN4	7.37	68.83	30.42	49.71	6.60						
		Sub-Loop Distribution Per 4-Wire Analog Voice Grade Loop - Zone 2		2	UEANL	USBN4	10.47	68.83	30.42	49.71	6.60						
		Sub-Loop Distribution Per 4-Wire Analog Voice Grade Loop - Zone 3		3	UEANL	USBN4	18.58	68.83	30.42	49.71	6.60						
		Sub-Loop 2-Wire Intrabuilding Network Cable (INC)	I		UEANL	USBR2	3.96	51.84	13.44	47.50	5.26						
		Sub-Loop 4-Wire Intrabuilding Network Cable (INC)	I		UEANL	USBR4	9.37	55.91	17.51	49.71	6.60						

UNBUNDLED NETWORK ELEMENTS - Florida													Attachment: 2		Exhibit: A	
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES ($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
	Order Coordination for Unbundled Sub-Loops, per sub-loop pair			UEANL	USBMC		9.00	9.00								
	2 Wire Copper Unbundled Sub-Loop Distribution - Zone 1	I	1	UEF	UCS2X	5.15	60.19	21.78	47.50	5.26						
	2 Wire Copper Unbundled Sub-Loop Distribution - Zone 2	I	2	UEF	UCS2X	7.31	60.19	21.78	47.50	5.26						
	2 Wire Copper Unbundled Sub-Loop Distribution - Zone 3	I	3	UEF	UCS2X	12.98	60.19	21.78	47.50	5.26						
	4 Wire Copper Unbundled Sub-Loop Distribution - Zone 1	I	1	UEF	UCS4X	5.36	68.83	30.42	49.71	6.60						
	4 Wire Copper Unbundled Sub-Loop Distribution - Zone 2	I	2	UEF	UCS4X	7.61	68.83	30.42	49.71	6.60						
	4 Wire Copper Unbundled Sub-Loop Distribution - Zone 3	I	3	UEF	UCS4X	13.51	68.83	30.42	49.71	6.60						
	Order Coordination for Unbundled Sub-Loops, per sub-loop pair			UEF	USBMC		9.00	9.00								
	Loop Tagging Service Level 1, Unbundled Copper Loop, Non-Designed and Distribution Subloops			UEF, UEANL	URETL		8.93	0.88								
	Unbundled Sub-Loop Modification															
	Unbundled Sub-Loop Modification - 2W Copper Dist Load Coil/Equip Removal per 2-W PR	I		UEF	ULM2X		10.11	10.11								
	Unbundled Sub-Loop Modification - 4W Copper Dist Load Coil/Equip Removal per 4-W PR	I		UEF	ULM4X		10.11	10.11								
	Unbundled Sub-Loop Modification - 2-W/4-W Copper Dist Bridged Tap Removal, per PR unloaded	I		UEF	ULM4T		15.58	15.58								
	Unbundled Network Terminating Wire (UNTW)															
	Unbundled Network Terminating Wire (UNTW) per Pair			UENTW	UENPP	0.4572	18.02									
	Network Interface Device (NID)															
	Network Interface Device (NID) - 1-2 lines			UENTW	UND12		71.49	48.87								
	Network Interface Device (NID) - 1-6 lines			UENTW	UND16		113.89	89.07								
	Network Interface Device Cross Connect - 2 W			UENTW	UNDC2		7.63	7.63								
	Network Interface Device Cross Connect - 4W			UENTW	UNDC4		7.63	7.63								
LOOP AND SUBLOOP TESTING																
	Loop Testing - Basic 1st Half Hour			UEF	URET1		48.65									
	Loop Testing - Basic Additional Half Hour			UEF	URETA		23.95	23.95								
	Loop Testing - Overtime 1st Half Hour															
	Loop Testing - Overtime Additional Half Hour															
	Loop Testing - Premium 1st Half Hour															
	Loop Testing - Premium Additional Half Hour															
UNE OTHER, PROVISIONING ONLY - NO RATE																
	NID - Dispatch and Service Order for NID installation			UENTW	UNDBX	0.00	0.00									
	UNTW Circuit Id Establishment, Provisioning Only - No Rate			UENTW	UENCE	0.00	0.00									
	Unbundled Contract Name, Provisioning Only - No Rate			UEANL,UEF,UEQ,UENTW, UAL, UCL, UDC, UDL, UDN, UEA, UHL, NTCVG, NTCUD, NTCD1, USL	UNECN	0.00	0.00									
	Unbundled DS1 Loop - Superframe Format Option - no rate			USL	CCOSF	0.00	0.00									
	Unbundled DS1 Loop - Expanded Superframe Format option - no rate			USL	CCOEF	0.00	0.00									
HIGH CAPACITY UNBUNDLED LOCAL LOOP																
	NOTE: minimum billing period of three months for DS3/STS-1 Local Loop															
	High Capacity Unbundled Local Loop - DS3 - Per Mile per month			UE3	1L5ND	10.92										
	High Capacity Unbundled Local Loop - DS3 - Facility Termination per month			UE3	UE3PX	386.88	556.37	343.01	139.13	96.84						
	High Capacity Unbundled Local Loop - STS-1 - Per Mile per month			UDLSX	1L5ND	10.92										
	High Capacity Unbundled Local Loop - STS-1 - Facility Termination per month			UDLSX	UDLS1	426.60	556.37	343.01	139.13	96.84						
LOOP MAKE-UP																
	Loop Makeup - Preordering Without Reservation, per working or spare facility queried (Manual).			UMK	UMKLW		52.17	52.17								
	Loop Makeup - Preordering With Reservation, per spare facility queried (Manual).			UMK	UMKLP		55.07	55.07								
	Loop Makeup--With or Without Reservation, per working or spare facility queried (Mechanized)			UMK	UMKMQ		0.6784	0.6784								
LINE SPLITTING																
	END USER ORDERING-CENTRAL OFFICE BASED															
	Line Splitting - per line activation DLEC owned splitter			***UEPSR UEPSB***	***UREOS***	***0.61***										

UNBUNDLED NETWORK ELEMENTS - Florida													Attachment: 2		Exhibit: A	
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES ($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic- 1st	Incremental Charge - Manual Svc Order vs. Electronic- Add'l	Incremental Charge - Manual Svc Order vs. Electronic- Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic- Disc Add'l
	Line Splitting - per line activation BST owned - physical			*UEPSR UEPSB*	*UREBP*	*0.61*	*29.68*	*21.28*	*19.57*	*9.61*						
	Line Splitting - per line activation BST owned - virtual			*UEPSR UEPSB*	*UREBV*	*1.134*	*29.68*	*21.28*	*19.57*	*9.61*						
	SPLITTERS-CENTRAL OFFICE BASED															
	Line Sharing Splitter, per System 96 Line Capacity			*ULS*	*ULSDA*	*119.72*	*379.13*	*0.00*	*347.90*	*0.00*						
	Line Sharing Splitter, per System 24 Line Capacity			*ULS*	*ULSDB*	*29.93*	*379.13*	*0.00*	*347.90*	*0.00*						
	Line Sharing Splitter, Per System, 8 Line Capacity			*ULS*	*ULSD8*	*8.33*	*379.13*	*0.00*	*347.90*	*0.00*						
	Line Sharing-DLEC Owned Splitter in CO-CFA activaton-deactivation (per LSOD)			*ULS*	*ULSDG*		*173.66*	*0.00*	*97.42*	*0.00*						
	2-WIRE ANALOG VOICE GRADE LOOP															
	2 Wire Analog Voice Grade Loop-Service Level 1-Line Splitting- Zone 1		*1*	*UEPSR UEPSB*	*UEALS*	*10.69*	*49.57*	*22.83*	*25.62*	*6.57*						
	2 Wire Analog Voice Grade Loop-Service Level 1-Line Splitting- Zone 1		*1*	*UEPSR UEPSB*	*UEABS*	*10.69*	*49.57*	*22.83*	*25.62*	*6.57*						
	2 Wire Analog Voice Grade Loop- Service Level 1-Line Splitting-Zone 2		*2*	*UEPSR UEPSB*	*UEALS*	*15.20*	*49.57*	*22.83*	*25.62*	*6.57*						
	2 Wire Analog Voice Grade Loop- Service Level 1-Line Splitting-Zone 2		*2*	*UEPSR UEPSB*	*UEABS*	*15.20*	*49.57*	*22.83*	*25.62*	*6.57*						
	2 Wire Analog Voice Grade Loop-Service Level 1-Line Splitting-Zone 3		*3*	*UEPSR UEPSB*	*UEALS*	*26.97*	*49.57*	*22.83*	*25.62*	*6.57*						
	2 Wire Analog Voice Grade Loop-Service Level 1-Line Splitting-Zone 3		*3*	*UEPSR UEPSB*	*UEABS*	*26.97*	*49.57*	*22.83*	*25.62*	*6.57*						
	MAINTENANCE															
	No Trouble Found - per 1/2 hour increments - Basic						80.00	55.00								
	No Trouble Found - per 1/2 hour increments - Overtime						120.00	82.50								
	No Trouble Found - per 1/2 hour increments - Premium						160.00	110.00								
UNBUNDLED DEDICATED TRANSPORT																
	INTEROFFICE CHANNEL - DEDICATED TRANSPORT															
	Interoffice Channel - Dedicated Transport - 2-Wire Voice Grade - Per Mile per month			U1TVX	1L5XX	0.0091										
	Interoffice Channel - Dedicated Transport- 2- Wire Voice Grade - Facility Termination			U1TVX	U1TV2	25.32	47.35	31.78	18.31	7.03						
	Interoffice Channel - Dedicated Transport - 2-Wire Voice Grade Rev Bat. - Per Mile per month			U1TVX	1L5XX	0.0091										
	Interoffice Channel - Dedicated Transport- 2- Wire VG Rev Bat. - Facility Termination			U1TVX	U1TR2	25.32	47.35	31.78	18.31	7.03						
	Interoffice Channel - Dedicated Transport - 4-Wire Voice Grade - Per Mile per month			U1TVX	1L5XX	0.0091										
	Interoffice Channel - Dedicated Transport - 4- Wire Voice Grade - Facility Termination			U1TVX	U1TV4	22.58	47.35	31.78	18.31	7.03						
	Interoffice Channel - Dedicated Transport - 56 kbps - per mile per month			U1TDX	1L5XX	0.0091										
	Interoffice Channel - Dedicated Transport - 56 kbps - Facility Termination			U1TDX	U1TD5	18.44	47.35	31.78	18.31	7.03						
	Interoffice Channel - Dedicated Transport - 64 kbps - per mile per month			U1TDX	1L5XX	0.0091										
	Interoffice Channel - Dedicated Transport - 64 kbps - Facility Termination			U1TDX	U1TD6	18.44	47.35	31.78	18.31	7.03						
	Interoffice Channel - Dedicated Channel - DS1 - Per Mile per month			U1TD1	1L5XX	0.1856										
	Interoffice Channel - Dedicated Tranport - DS1 - Facility Termination			U1TD1	U1TF1	88.44	105.54	98.47	21.47	19.05						
	Interoffice Channel - Dedicated Transport - DS3 - Per Mile per month			U1TD3	1L5XX	3.87										
	Interoffice Channel - Dedicated Transport - DS3 - Facility Termination per month			U1TD3	U1TF3	1,071.00	335.46	219.28	72.03	70.56						
	Interoffice Channel - Dedicated Transport - STS-1 - Per Mile per month			U1TS1	1L5XX	3.87										
	Interoffice Channel - Dedicated Transport - STS-1 - Facility Termination			U1TS1	U1TFS	1,056.00	335.46	219.28	72.03	70.56						
	UNBUNDLED DARK FIBER															
	Dark Fiber, Per Four Fiber Strands, Per Route Mile Or Fraction Thereof - Interoffice Transport			UDF, UDFCX	1L5DF	26.85	751.34	193.88								
911 PBX LOCATE																
	911 PBX LOCATE DATABASE CAPABILITY															
	Service Establishment per CLEC per End User Account	N		9PBDC	9PBEU		1,820.00									

UNBUNDLED NETWORK ELEMENTS - Florida														Attachment: 2		Exhibit: A	
CATEGORY		RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES ($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
		Changes to TN Range or Customer Profile	N		9PBDC	9PBTN		182.14									
		Per Telephone Number (Monthly)	N		9PBDC	9PBMM	0.07										
		Change Company (Service Provider) ID	N		9PBDC	9PBPC		534.66									
		PBX Locate Service Support per CLEC (Monthlt)	N		9PBDC	9PBMR	178.80										
		Service Order Charge	N		9PBDC	9PBSC		11.90									
	911 PBX LOCATE TRANSPORT COMPONENT																
	See Att 3		N														
DIRECTORY ASSISTANCE SERVICES																	
	DIRECTORY ASSISTANCE DATA BASE SERVICE (DADS)																
		Directory Assistance Data Base Service Charge Per Listing					***0.001***										
		Directory Assistance Data Base Service, per month				***DBSOF***	***100.00***										
VIRTUAL COLLOCATION																	
		Virtual Collocation-2 Wire Cross Connects (Loop) for Line Splitting			UEPSR UEPSB	VE1LS	0.0502	11.57	11.57	0.00	0.00						
PHYSICAL COLLOCATION																	
		Physical Collocation-2 Wire Cross Connects (Loop) for Line Splitting			UEPSR UEPSB	PE1LS	0.0276	8.22	7.22	5.74	4.58						
ENHANCED EXTENDED LINK (EELs)																	
	NOTE: The monthly recurring and non-recurring charges below will apply and the Switch-As-Is Charge will not apply for UNE combinations provisioned as ' Ordinarily Combined' Network Elements.																
	NOTE: The monthly recurring and the Switch-As-Is Charge and not the non-recurring charges below will apply for UNE combinations provisioned as ' Currently Combined' Network Elements.																
	EXTENTED 2-WIRE VOICE GRADE EXTENDED LOOP WITH DEDICATED DS1 INTEROFFICE TRANSPORT																
		First 2-Wire VG Loop (SL2) in Combination - Zone 1		1	UNCVX	UEAL2	12.24	127.59	60.54	42.79	2.81						
		First 2-Wire VG Loop (SL2) in Combination - Zone 2		2	UNCVX	UEAL2	17.40	127.59	60.54	42.79	2.81						
		First 2-Wire VG Loop (SL2) in Combination - Zone 3		3	UNCVX	UEAL2	30.87	127.59	60.54	42.79	2.81						
		Interoffice Transport - Dedicated - DS1 combination - Per Mile per month			UNC1X	1L5XX	0.1856										
		Interoffice Transport - Dedicated - DS1 combination - Facility Termination per month			UNC1X	U1TF1	88.44	174.46	122.46	45.61	17.95						
		1/0 Channelization System in combination Per Month			UNC1X	MQ1	146.77	***101.42***	***71.62***								
								127.59	***60.54***								
		Voice Grade COCI - Per Month			UNCVX	1D1VG	1.38	***10.07***	***7.08***	***0.00***	***0.00***						
								12.16	***8.77***	***6.71***	***4.84***						
		Each Additional 2-Wire VG Loop (SL 2) in Combination - Zone 1		1	UNCVX	UEAL2	12.24	127.59	60.54	42.79	2.81						
		Each Additional 2-Wire VG Loop (SL 2) in Combination - Zone 2		2	UNCVX	UEAL2	17.40	127.59	60.54	42.79	2.81						
		Each Additional 2-Wire VG Loop (SL 2) in Combination - Zone 3		3	UNCVX	UEAL2	30.87	127.59	60.54	42.79	2.81						
		Voice Grade COCI - Per Month			UNCVX	1D1VG	1.38	***10.07***	***7.08***	***0.00***	***0.00***						
								12.16	***8.77***	***6.71***	***4.84***						
	EXTENDED 4-WIRE VOICE GRADE EXTENDED LOOP WITH DEDICATED DS1 INTEROFFICE TRANSPORT																
		First 4-Wire Analog Voice Grade Loop in Combination - Zone 1		1	UNCVX	UEAL4	18.89	127.59	60.54	42.79	2.81						
		First 4-Wire Analog Voice Grade Loop in Combination - Zone 2		2	UNCVX	UEAL4	26.84	127.59	60.54	42.79	2.81						
		First 4-Wire Analog Voice Grade Loop in Combination - Zone 3		3	UNCVX	UEAL4	47.62	127.59	60.54	42.79	2.81						
		Interoffice Transport - Dedicated - DS1 combination - Per Mile Per Month			UNC1X	1L5XX	0.1856										
		Interoffice Transport - Dedicated - DS1 - Facility Termination Per Month			UNC1X	U1TF1	88.44	174.46	122.46	45.61	17.95						
		1/0 Channel System in combination Per Month			UNC1X	MQ1	146.77	***101.42***	***71.62***								
								127.59	***60.54***								
		Voice Grade COCI in combination - per month			UNCVX	1D1VG	1.38	***10.07***	***7.08***	***0.00***	***0.00***						
								12.16	***8.77***	***6.71***	***4.84***						
		Additional 4-Wire Analog Voice Grade Loop in same DS1 Interoffice Transport Combination - Zone 1		1	UNCVX	UEAL4	18.89	127.59	60.54	42.79	2.81						
		Additional 4-Wire Analog Voice Grade Loop in same DS1 Interoffice Transport Combination - Zone 2		2	UNCVX	UEAL4	26.84	127.59	60.54	42.79	2.81						
		Additional 4-Wire Analog Voice Grade Loop in same DS1 Interoffice Transport Combination - Zone 3		3	UNCVX	UEAL4	47.62	127.59	60.54	42.79	2.81						
		Additional Voice Grade COCI in combination - per month			UNCVX	1D1VG	1.38	***10.07***	***7.08***	***0.00***	***0.00***						
								12.16	***8.77***	***6.71***	***4.84***						
	EXTENDED 4-WIRE 56 KBPS EXTENDED DIGITAL LOOP WITH DEDICATED DS1 INTEROFFICE TRANSPORT																
				1	UNCDX	UDL56	22.20	127.59	60.54	42.79	2.81						

UNBUNDLED NETWORK ELEMENTS - Florida														Attachment: 2		Exhibit: A	
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES ($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
	First 4-Wire 56Kbps Digital Grade Loop in Combination - Zone 2		2	UNCDX	UDL56	31.56	127.59	60.54	42.79	2.81						
	First 4-Wire 56Kbps Digital Grade Loop in Combination - Zone 3		3	UNCDX	UDL56	55.99	127.59	60.54	42.79	2.81						
	Interoffice Transport - Dedicated - DS1 combination - Per Mile Per Month			UNC1X	1L5XX	0.1856										
	Interoffice Transport - Dedicated - DS1 - combination Facility Termination Per Month			UNC1X	U1TF1	88.44	174.46	122.46	45.61	17.95						
	1/0 Channel System in combination Per Month			UNC1X	MQ1	146.77	*101.42*	*71.62*								
							127.59	60.54								
	OCU-DP COCI (data) per month (2.4-64kbs)			UNCDX	1D1DD	2.10	*10.07*	*7.08*	*0.00*	*0.00*						
							12.16	8.77	6.71	4.84						
	Additional 4-Wire 56Kbps Digital Grade Loop in same DS1 Interoffice Transport Combination - Zone 1		1	UNCDX	UDL56	22.20	127.59	60.54	42.79	2.81						
	Additional 4-Wire 56Kbps Digital Grade Loop in same DS1 Interoffice Transport Combination - Zone 2		2	UNCDX	UDL56	31.56	127.59	60.54	42.79	2.81						
	Additional 4-Wire 56Kbps Digital Grade Loop in same DS1 Interoffice Transport Combination - Zone 3		3	UNCDX	UDL56	55.99	127.59	60.54	42.79	2.81						
	Additional OCU-DP COCI (data) - in combination per month (2.4-64kbs)			UNCDX	1D1DD	2.10	*10.07*	*7.08*	*0.00*	*0.00*						
							12.16	8.77	6.71	4.84						
	EXTENDED 4-WIRE 64 KBPS EXTENDED DIGITAL LOOP WITH DEDICATED DS1 INTEROFFICE TRANSPORT															
	First 4-Wire 64Kbps Digital Grade Loop in Combination - Zone 1		1	UNCDX	UDL64	22.20	127.59	60.54	42.79	2.81						
	First 4-Wire 64Kbps Digital Grade Loop in Combination - Zone 2		2	UNCDX	UDL64	31.56	127.59	60.54	42.79	2.81						
	First 4-Wire 64Kbps Digital Grade Loop in Combination - Zone 3		3	UNCDX	UDL64	55.99	127.59	60.54	42.79	2.81						
	Interoffice Transport - Dedicated - DS1 combination - Per Mile Per Month			UNC1X	1L5XX	0.1856										
	interoffice Transport - Dedicated - DS1 combination - Facility Termination Per Month			UNC1X	U1TF1	88.44	174.46	122.46	45.61	17.95						
	1/0 Channel System in combination Per Month			UNC1X	MQ1	146.77	*101.42*	*71.62*								
							127.59	60.54								
	OCU-DP COCI (data) - in combination - per month (2.4-64kbs)			UNCDX	1D1DD	2.10	*10.07*	*7.08*	*0.00*	*0.00*						
							12.16	8.77	6.71	4.84						
	Additional 4-Wire 64Kbps Digital Grade Loop in same DS1 Interoffice Transport Combination - Zone 1		1	UNCDX	UDL64	22.20	127.59	60.54	42.79	2.81						
	Additional 4-Wire 64Kbps Digital Grade Loop in same DS1 Interoffice Transport Combination - Zone 2		2	UNCDX	UDL64	31.56	127.59	60.54	42.79	2.81						
	Additional 4-Wire 64Kbps Digital Grade Loop in same DS1 Interoffice Transport Combination - Zone 3		3	UNCDX	UDL64	55.99	127.59	60.54	42.79	2.81						
	Additional OCU-DP COCI (data) - in combination - per month (2.4-64kbs)			UNCDX	1D1DD	2.10	*10.07*	*7.08*	*0.00*	*0.00*						
							12.16	8.77	6.71	4.84						
	EXTENDED 4-WIRE DS1 DIGITAL EXTENDED LOOP WITH DEDICATED DS1 INTEROFFICE TRANSPORT															
	4-Wire DS1 Digital Loop in Combination - Zone 1		1	UNC1X	USLXX	70.74	217.75	121.62	51.44	14.45						
	4-Wire DS1 Digital Loop in Combination - Zone 2		2	UNC1X	USLXX	100.54	217.75	121.62	51.44	14.45						
	4-Wire DS1 Digital Loop in Combination - Zone 3		3	UNC1X	USLXX	178.39	217.75	121.62	51.44	14.45						
	Interoffice Transport - Dedicated - DS1 combination - Per Mile Per Month			UNC1X	1L5XX	0.1856										
	Interoffice Transport - Dedicated - DS1 combination - Facility Termination Per Month			UNC1X	U1TF1	88.44	174.46	122.46	45.61	17.95						
	EXTENDED 4-WIRE DS1 DIGITAL EXTENDED LOOP WITH DEDICATED DS3 INTEROFFICE TRANSPORT															
	First DS1Loop in Combination - Zone 1		1	UNC1X	USLXX	70.74	217.75	121.62	51.44	14.45						
	First DS1Loop in Combination - Zone 2		2	UNC1X	USLXX	100.54	217.75	121.62	51.44	14.45						
	First DS1Loop in Combination - Zone 3		3	UNC1X	USLXX	178.39	217.75	121.62	51.44	14.45						
	Interoffice Transport - Dedicated - DS3 combination - Per Mile Per Month			UNC3X	1L5XX	3.87										
	Interoffice Transport - Dedicated - DS3 - Facility Termination per month			UNC3X	U1TF3	1,071.00	314.45	130.88	38.60	18.23						
	3/1Channel System in combination per month			UNC3X	MQ3	211.19	*199.28*	*118.64*	*40.34*	*39.07*						
							115.60	59.93	5.45	0.00						
	DS1 COCI in combination per month			UNC1X	UC1D1	13.76	*10.07*	*7.08*	*0.00*	*0.00*						
							12.16	8.77	6.71	4.84						

UNBUNDLED NETWORK ELEMENTS - Florida														Attachment: 2		Exhibit: A	
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES ($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
	Additional DS1Loop in DS3 Interoffice Transport Combination - Zone 1		1	UNC1X	USLXX	70.74	217.75	121.62	51.44	14.45						
	Additional DS1Loop in DS3 Interoffice Transport Combination - Zone 2		2	UNC1X	USLXX	100.54	217.75	121.62	51.44	14.45						
	Additional DS1Loop in DS3 Interoffice Transport Combination - Zone 3		3	UNC1X	USLXX	178.39	217.75	121.62	51.44	14.45						
	Additoinal DS1 COCI in combination per month			UNC1X	UC1D1	13.76	*10.07*	*7.08*	*0.00*	*0.00*						
							12.16	8.77	6.71	4.84						
	EXTENDED 2-WIRE VOICE GRADE EXTENDED LOOP/ 2 WIRE VOICE GRADE INTEROFFICE TRANSPORT															
	2-WireVG Loop in combination - Zone 1		1	UNCVX	UEAL2	12.24	127.59	60.54	42.79	2.81						
	2-WireVG Loop in combination - Zone 2		2	UNCVX	UEAL2	17.40	127.59	60.54	42.79	2.81						
	2-WireVG Loop in combination - Zone 3		3	UNCVX	UEAL2	30.87	127.59	60.54	42.79	2.81						
	Interoffice Transport - 2-wire VG - Dedicated- Per Mile Per Month			UNCVX	1L5XX	0.0091										
	Interoffice Transport - 2-wire VG - Dedicated - Facility Termination per month			UNCVX	U1TV2	25.32	94.70	52.59	50.49	21.53						
	EXTENDED 4-WIRE VOICE GRADE EXTENDED LOOP/ 4 WIRE VOICE GRADE INTEROFFICE TRANSPORT															
	4-WireVG Loop in combination - Zone 1		1	UNCVX	UEAL4	18.89	127.59	60.54	42.79	2.81						
	4-WireVG Loop in combination - Zone 2		2	UNCVX	UEAL4	26.84	127.59	60.54	42.79	2.81						
	4-WireVG Loop in combination - Zone 3		3	UNCVX	UEAL4	47.62	127.59	60.54	42.79	2.81						
	Interoffice Transport - 4-wire VG - Dedicated - Per Mile Per Month			UNCVX	1L5XX	0.0091										
	Interoffice Transport - 4-wire VG - Dedicated - Facility Termination per month			UNCVX	U1TV4	22.58	94.70	52.59	50.49	21.53						
	EXTENDED DS3 DIGITAL EXTENDED LOOP WITH DEDICATED DS3 INTEROFFICE TRANSPORT															
	DS3 Local Loop in combination - per mile per month			UNC3X	1L5ND	10.92										
	DS3 Local Loop in combination - Facility Termination per month			UNC3X	UE3PX	386.88	249.97	162.05	67.10	26.82						
	Interoffice Transport - Dedicated - DS3 - Per Mile per month			UNC3X	1L5XX	3.87										
	Interoffice Transport - Dedicated - DS3 combination - Facility Termination per month			UNC3X	U1TF3	1,071.00	314.45	130.88	38.60	18.23						
	Nonrecurring Currently Combined Network Elements Switch -As-Is Charge			UNC3X	UNCCC		8.98	8.98	8.98	8.98						
	EXTENDED STS-1 DIGITAL EXTENDED LOOP WITH DEDICATED STS-1 INTEROFFICE TRANSPORT															
	STS-1 Local Lolp in combination - per mile per month			UNCSX	1L5ND	10.92										
	STS-1 Local Loop in combination - Facility Termination per month			UNCSX	UDLS1	426.60	249.97	162.05	67.10	26.82						
	Interoffice Transport - Dedicated - STS-1 combination - per mile per month			UNCSX	1L5XX	3.87										
	Interoffice Transport - Dedicated - STS-1 combination - Facility Termination per month			UNCSX	U1TFS	1,056.00	314.45	130.88	38.60	18.23						
	EXTENDED 2-WIRE ISDN EXTENDED LOOP WITH DS1 INTEROFFICE TRANSPORT															
	First 2-Wire ISDN Loop in Combination - Zone 1		1	UNCNX	U1L2X	19.28	127.59	60.60	42.79	2.81						
	First 2-Wire ISDN Loop in Combination - Zone 2		2	UNCNX	U1L2X	27.40	127.59	60.60	42.79	2.81						
	First 2-Wire ISDN Loop in Combination - Zone 3		3	UNCNX	U1L2X	48.62	127.59	60.60	42.79	2.81						
	Interoffice Transport - Dedicated - DS1 combination - per mile per month			UNC1X	1L5XX	0.1856										
	Interoffice Transport - Dedicated - DS1 combination - Facility Termination per month			UNC1X	U1TF1	88.44	174.46	122.46	45.61	17.95						
	1/0 Channel System in combination - per month			UNC1X	MQ1	146.77	*101.42*	*71.62*								
							127.59	60.54								
	2-wire ISDN COCI (BRITE) - in combination - per month			UNCNX	UC1CA	3.66	*10.07*	*7.08*	*0.00*	*0.00*						
							12.16	8.77	6.71	4.84						
	Additional 2-wire ISDN Loop in same DS1Interoffice Transport Combination - Zone 1		1	UNCNX	U1L2X	19.28	127.59	60.60	42.79	2.81						
	Additional 2-wire ISDN Loop in same DS1Interoffice Transport Combination - Zone 2		2	UNCNX	U1L2X	27.40	127.59	60.60	42.79	2.81						
	Additional 2-wire ISDN Loop in same DS1Interoffice Transport Combination - Zone 3		3	UNCNX	U1L2X	48.62	127.59	60.60	42.79	2.81						
	Additional 2-wire ISDN COCI (BRITE) - in combination- per month			UNCNX	UC1CA	3.66	*10.07*	*7.08*	*0.00*	*0.00*						
							12.16	8.77	6.71	4.84						
	EXTENDED 4-WIRE DS1 DIGITAL EXTENDED LOOP WITH DEDICATED STS-1 INTEROFFICE TRANSPORT															
	First DS1 Loop Combination - Zone 1		1	UNC1X	USLXX	70.74	217.75	121.62	51.44	14.45						
	First DS1 Loop Combination - Zone 2		2	UNC1X	USLXX	100.54	217.75	121.62	51.44	14.45						

UNBUNDLED NETWORK ELEMENTS - Florida													Attachment: 2		Exhibit: A	
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES ($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic- 1st	Incremental Charge - Manual Svc Order vs. Electronic- Add'l	Incremental Charge - Manual Svc Order vs. Electronic- Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic- Disc Add'l
	First DS1 Loop Combination - Zone 3		3	UNC1X	USLXX	178.39	217.75	121.62	51.44	14.45						
	Interoffice Transport - Dedicated - STS-1 combination - Per Mile Per Month			UNCSX	1L5XX	3.87										
	Interoffice Transport - Dedicated - STS-1 combination - Facility Termination per month			UNCSX	U1TFS	1,056.00	314.45	130.88	38.60	18.23						
	3/1 Channel System in combination per month			UNCSX	MQ3	211.19	115.60	59.93	5.45	0.00						
	DS1 COCI in combination per month			UNC1X	UC1D1	13.76	12.16	8.77	6.71	4.84						
	Additional DS1Loop in the same STS-1 Interoffice Transport Combination - Zone 1		1	UNC1X	USLXX	70.74	217.75	121.62	51.44	14.45						
	Additional DS1Loop in the same STS-1 Interoffice Transport Combination - Zone 2		2	UNC1X	USLXX	100.54	217.75	121.62	51.44	14.45						
	Additional DS1Loop in the same STS-1 Interoffice Transport Combination - Zone 3		3	UNC1X	USLXX	178.39	217.75	121.62	51.44	14.45						
	DS1 COCI in combination per month			UNC1X	UC1D1	13.76	12.16	8.77	6.71	4.84						
	EXTENDED 4-WIRE 56 KBPS DIGITAL EXTENDED LOOP WITH 56 KBPS INTEROFFICE TRANSPORT															
	4-wire 56 kbps Local Loop in combination - Zone 1		1	UNCDX	UDL56	22.20	127.59	60.54	42.79	2.81						
	4-wire 56 kbps Local Loop in combination - Zone 2		2	UNCDX	UDL56	31.56	127.59	60.54	42.79	2.81						
	4-wire 56 kbps Local Loop in combination - Zone 3		3	UNCDX	UDL56	55.99	127.59	60.54	42.79	2.81						
	Interoffice Transport - Dedicated - 4-wire 56 kbps combination - Per Mile per month			UNCDX	1L5XX	0.0091										
	Interoffice Transport - Dedicated - 4-wire 56 kbps combination - Facility Termination per month			UNCDX	U1TD5	18.44	94.70	52.59	50.49	21.53						
	EXTENDED 4-WIRE 64 KBPS DIGITAL EXTENDED LOOP WITH 64 KBPS INTEROFFICE TRANSPORT															
	4-wire 64 kbps Lcoal Loop in Combination - Zone 1		1	UNCDX	UDL64	22.20	127.59	60.54	42.79	2.81						
	4-wire 64 kbps Lcoal Loop in Combination - Zone 2		2	UNCDX	UDL64	31.56	127.59	60.54	42.79	2.81						
	4-wire 64 kbps Lcoal Loop in Combination - Zone 3		3	UNCDX	UDL64	55.99	127.59	60.54	42.79	2.81						
	Interoffice Transport - Dedicated - 4-wire 64 kbps combination - Per Mile per month			UNCDX	1L5XX	0.0091										
	Interoffice Transport - Dedicated - 4-wire 64 kbps combination - Facility Termination per month			UNCDX	U1TD6	18.44	94.70	52.59	50.49	21.53						
	EXTENDED 2-WIRE VOICE GRADE LOOP WITH DS1 INTEROFFICE TRANSPORT w/ 3/1 MUX															
	First 2-wire VG Loop (SL2) in Combination - Zone 1		1	UNCVX	UEAL2	12.24	127.59	60.54	42.79	2.81						
	First 2-wire VG Loop (SL2) in Combination - Zone 2		2	UNCVX	UEAL2	17.40	127.59	60.54	42.79	2.81						
	First 2-wire VG Loop (SL2) in Combination - Zone 3		3	UNCVX	UEAL2	30.87	127.59	60.54	42.79	2.81						
	First Interoffice Transport - Dedicated - DS1 combination - Per Mile			UNC1X	1L5XX	0.1856										
	First Interoffice Transport - Dedicated - DS1 combination - Facility Termination per month			UNC1X	U1TF1	88.44	174.46	122.46	45.61	17.95						
	Per each DS1 Channelization System Per Month			UNC1X	MQ1	146.77	*101.42*	*71.62*								
							127.59	**60.54**								
	Per each Voice Grade COCI - Per Month per month			UNCVX	1D1VG	1.38	***10.07***	***7.08***	***0.00***	***0.00***						
							12.16	**8.77**	**6.71**	**4.84**						
	3/1 Channel System in combination per month			UNC3X	MQ3	211.19	***199.28***	***118.64***	***40.34***	***39.07***						
							115.60	**59.93**	**5.45**	**0.00**						
	Per each DS1 COCI in combination per month			UNC1X	UC1D1	13.76	***10.07***	***7.08***	***0.00***	***0.00***						
							12.16	**8.77**	**6.71**	**4.84**						
	Each Additional 2-Wire VG Loop(SL 2) in the same DS1 Interoffice Transport Combination - Zone 1		1	UNCVX	UEAL2	12.24	127.59	60.54	42.79	2.81						
	Each Additional 2-Wire VG Loop(SL2) in the same DS1 Interoffice Transport Combination - Zone 2		2	UNCVX	UEAL2	17.40	127.59	60.54	42.79	2.81						
	Each Additional 2-Wire VG Loop(SL2) in the same DS1 Interoffice Transport Combination - Zone 3		3	UNCVX	UEAL2	30.87	127.59	60.54	42.79	2.81						
	Each Additional Voice Grade COCI in combination - per month			UNCVX	1D1VG	1.38	***10.07***	***7.08***	***0.00***	***0.00***						
							12.16	**8.77**	**6.71**	**4.84**						
	Each Additional DS1 Interoffice Channel per mile in same 3/1 Channel System per month			UNC1X	1L5XX	0.1856										
	Each Additional DS1 Interoffice Channel Facility Termination in same 3/1 Channel System per month			UNC1X	U1TF1	88.44	174.46	122.46	45.61	17.95						
	Each Additional DS1 COCI combination per month			UNC1X	UC1D1	13.76	***10.07***	***7.08***	***0.00***	***0.00***						
							12.16	**8.77**	**6.71**	**4.84**						
	EXTENDED 4-WIRE VOICE GRADE LOOP WITH DEDICATED DS1 INTEROFFICE TRANSPORT w/ 3/1 MUX															
	First 4-Wire Analog Voice Grade Local Loop in Combination - Zone 1		1	UNCVX	UEAL4	18.89	127.59	60.54	42.79	2.81						
	First 4-Wire Analog Voice Grade Local Loop in Combination - Zone 2		2	UNCVX	UEAL4	26.84	127.59	60.54	42.79	2.81						

UNBUNDLED NETWORK ELEMENTS - Florida													Attachment: 2		Exhibit: A	
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES ($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
	First 4-Wire Analog Voice Grade Local Loop in Combination - Zone 3		3	UNCVX	UEAL4	47.62	127.59	60.54	42.79	2.81						
	First Interoffice Transport - Dedicated - DS1 combination - Per Mile Per Month			UNC1X	1L5XX	0.1856										
	First Interoffice Transport - Dedicated - DS1 - Facility Termination Per Month			UNC1X	U1TF1	88.44	174.46	122.46	45.61	17.95						
	Per each 1/0 Channel System in combination Per Month			UNC1X	MQ1	146.77	101.42	71.62								
							127.59	60.54								
	Per each Voice Grade COCI in combination - per month			UNCVX	1D1VG	1.38	10.07	7.08	0.00	0.00						
							12.16	8.77	6.71	4.84						
	3/1 Channel System in combination per month			UNC3X	MQ3	211.19	199.28	118.64	40.34	39.07						
							115.60	59.93	5.45	0.00						
	Per each DS1 COCI in combination per month			UNC1X	UC1D1	13.76	10.07	7.08	0.00	0.00						
							12.16	8.77	6.71	4.84						
	Additional 4-Wire Analog Voice Grade Loop in same DS1 Interoffice Transport Combination - Zone 1		1	UNCVX	UEAL4	18.89	127.59	60.54	42.79	2.81						
	Additional 4-Wire Analog Voice Grade Loop in same DS1 Interoffice Transport Combination - Zone 2		2	UNCVX	UEAL4	26.84	127.59	60.54	42.79	2.81						
	Additional 4-Wire Analog Voice Grade Loop in same DS1 Interoffice Transport Combination - Zone 3		3	UNCVX	UEAL4	47.62	127.59	60.54	42.79	2.81						
	Each Additional DS1 Interoffice Channel per mile in same 3/1 Channel System per month			UNC1X	1L5XX	0.1856										
	Each Additional DS1 Interoffice Channel Facility Termination in same 3/1 Channel System per month			UNC1X	U1TF1	88.44	174.46	122.46	45.61	17.95						
	Additional Voice Grade COCI - in combination - per month			UNCVX	1D1VG	1.38	10.07	7.08	0.00	0.00						
							12.16	8.77	6.71	4.84						
	EXTENDED 4-WIRE 56 KBPS DIGITAL LOOP WITH DEDICATED DS1 INTEROFFICE TRANSPORT w/ 3/1 MUX															
	First 4-Wire 56Kbps Digital Grade Local Loop in Combination - Zone 1		1	UNCDX	UDL56	22.20	127.59	60.54	42.79	2.81						
	First 4-Wire 56Kbps Digital Grade Local Loop in Combination - Zone 2		2	UNCDX	UDL56	31.56	127.59	60.54	42.79	2.81						
	First 4-Wire 56Kbps Digital Grade Local Loop in Combination - Zone 3		3	UNCDX	UDL56	55.99	127.59	60.54	42.79	2.81						
	First Interoffice Transport - Dedicated - DS1 combination - Per Mile Per Month			UNC1X	1L5XX	0.1856										
	First Interoffice Transport - Dedicated - DS1 - combination Facility Termination Per Month			UNC1X	U1TF1	88.44	174.46	122.46	45.61	17.95						
	Per each 1/0 Channel System in combination Per Month			UNC1X	MQ1	146.77	101.42	71.62								
							127.59	60.54								
	Per each OCU-DP COCI (data) COCI per month (2.4-64kbs)			UNCDX	1D1DD	2.10	10.07	7.08	0.00	0.00						
							12.16	8.77	6.71	4.84						
	3/1 Channel System in combination per month			UNC3X	MQ3	211.19	199.28	118.64	40.34	39.07						
							115.60	59.93	5.45	0.00						
	Per each DS1 COCI in combination per month			UNC1X	UC1D1	13.76	10.07	7.08	0.00	0.00						
							12.16	8.77	6.71	4.84						
	Additional 4-Wire 56Kbps Digital Grade Loop in same DS1 Interoffice Transport Combination - Zone 1		1	UNCDX	UDL56	22.20	127.59	60.54	42.79	2.81						
	Additional 4-Wire 56Kbps Digital Grade Loop in same DS1 Interoffice Transport Combination - Zone 2		2	UNCDX	UDL56	31.56	127.59	60.54	42.79	2.81						
	Additional 4-Wire 56Kbps Digital Grade Loop in same DS1 Interoffice Transport Combination - Zone 3		3	UNCDX	UDL56	55.99	127.59	60.54	42.79	2.81						
	OCU-DP COCI (data) COCI in combination per month (2.4-64kbs)			UNCDX	1D1DD	2.10	10.07	7.08	0.00	0.00						
							12.16	8.77	6.71	4.84						
	Each Additional DS1 Interoffice Channel per mile in same 3/1 Channel System per month			UNC1X	1L5XX	0.1856										
	Each Additional DS1 Interoffice Channel Facility Termination in same 3/1 Channel System per month			UNC1X	U1TF1	88.44	174.46	122.46	45.61	17.95						
	Each Additional DS1 COCI in the same 3/1 channel system combination per month			UNC1X	UC1D1	13.76	10.07	7.08	0.00	0.00						
							12.16	8.77	6.71	4.84						
	EXTENDED 4-WIRE 64 KBPS DIGITAL LOOP WITH DEDICATED DS1 INTEROFFICE TRANSPORT w/ 3/1 MUX															
	First 4-Wire 64Kbps Digital Grade Loop in a DS1 Interoffice Transport Combination - Zone 1		1	UNCDX	UDL64	22.20	127.59	60.54	42.79	2.81						

UNBUNDLED NETWORK ELEMENTS - Florida													Attachment: 2		Exhibit: A	
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES ($)					Svc Order Submitted *Elec* per LSR	Svc Order Submitted *Manually* per LSR	Incremental Charge - *Manual* Svc Order vs. Electronic-1st	Incremental Charge - *Manual* Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
	First 4-Wire 64Kbps Digital Grade Loop in a DS1 Interoffice Transport Combination - Zone 2		2	UNCDX	UDL64	31.56	127.59	60.54	42.79	2.81						
	First 4-Wire 64Kbps Digital Grade Loop in a DS1 Interoffice Transport Combination - Zone 3		3	UNCDX	UDL64	55.99	127.59	60.54	42.79	2.81						
	First Interoffice Transport - Dedicated - DS1 combination - Per Mile Per Month			UNC1X	1L5XX	0.1856										
	First Interoffice Transport - Dedicated - DS1 combination - Facility Termination Per Month			UNC1X	U1TF1	88.44	174.46	122.46	45.61	17.95						
	Per each Channel System 1/0 in combination Per Month			UNC1X	MQ1	146.77	*101.42*	*71.62*								
							127.59	60.54								
	Per each OCU-DP COCI (data) in combination - per month (2.4-64kbs)			UNCDX	1D1DD	2.10	*10.07*	*7.08*	*0.00*	*0.00*						
							12.16	8.77	6.71	4.84						
	3/1 Channel System in combination per month			UNC3X	MQ3	211.19	*199.28*	*118.64*	*40.34*	*39.07*						
							115.60	59.93	5.45	0.00						
	Per each DS1 COCI in combination per month			UNC1X	UC1D1	13.76	*10.07*	*7.08*	*0.00*	*0.00*						
							12.16	8.77	6.71	4.84						
	Additional 4-Wire 64Kbps Digital Grade Loop in same DS1 Interoffice Transport Combination - Zone 1		1	UNCDX	UDL64	22.20	127.59	60.54	42.79	2.81						
	Additional 4-Wire 64Kbps Digital Grade Loop in same DS1 Interoffice Transport Combination - Zone 2		2	UNCDX	UDL64	31.56	127.59	60.54	42.79	2.81						
	Additional 4-Wire 64Kbps Digital Grade Loop in same DS1 Interoffice Transport Combination - Zone 3		3	UNCDX	UDL64	55.99	127.59	60.54	42.79	2.81						
	Additional OCU-DP COCI (data) - DS1 to DS0 Channel System combination - per month (2.4-64kbs)			UNCDX	1D1DD	2.10	*10.07*	*7.08*	0.00	0.00						
	Additional OCU-DP COCI (data) - DS1 to DS0 Channel System combination - per month (2.4-64kbs)			UNCDX	1D1DD		12.16	8.77	6.71	4.84						
	Each Additional DS1 Interoffice Channel per mile in same 3/1 Channel System per month			UNC1X	1L5XX	0.1856										
	Each Additional DS1 Interoffice Channel Facility Termination in same 3/1 Channel System per month			UNC1X	U1TF1	88.44	174.46	122.46	45.61	17.95						
	Each Additional DS1 COCI in the same 3/1 channel system combination per month			UNC1X	UC1D1	13.76	*10.07*	*7.08*	*0.00*	*0.00*						
							12.16	8.77	6.71	4.84						
	EXTENDED 2-WIRE ISDN LOOP WITH DS1 INTEROFFICE TRANSPORT w/ 3/1 MUX															
	First 2-Wire ISDN Loop in a DS1 Interoffice Combination Transport - Zone 1		1	UNCNX	U1L2X	19.28	127.59	60.60	42.79	2.81						
	First 2-Wire ISDN Loop in a DS1 Interoffice Combination Transport - Zone 2		2	UNCNX	U1L2X	27.40	127.59	60.60	42.79	2.81						
	First 2-Wire ISDN Loop in a DS1 Interoffice Combination Transport - Zone 3		3	UNCNX	U1L2X	48.62	127.59	60.60	42.79	2.81						
	First Interoffice Transport - Dedicated - DS1 combination - Per Mile per month			UNC1X	1L5XX	*0.1856*										
	First Interoffice Transport - Dedicated - DS1 combination - Facility Termination per month			UNC1X	U1TF1	88.44	174.46	122.46	45.61	17.95						
	Per each Channel System 1/0 in combination - per month			UNC1X	MQ1	146.77	*101.42*	*71.62*								
							127.59	60.54								
	Per each 2-wire ISDN COCI (BRITE) in combination - per month			UNCNX	UC1CA	3.66	*10.07*	*7.08*	*0.00*	*0.00*						
							12.16	8.77	6.71	4.84						
	3/1 Channel System in combination per month			UNC3X	MQ3	211.19	*199.28*	*118.64*	*40.34*	*39.07*						
							115.60	59.93	5.45	0.00						
	Per each DS1 COCI in combination per month			UNC1X	UC1D1	13.76	*10.07*	*7.08*	*0.00*	*0.00*						
							12.16	8.77	6.71	4.84						
	Additional 2-wire ISDN Loop in same DS1Interoffice Transport Combination - Zone 1		1	UNCNX	U1L2X	19.28	127.59	60.60	42.79	2.81						
	Additional 2-wire ISDN Loop in same DS1Interoffice Transport Combination - Zone 2		2	UNCNX	U1L2X	27.40	127.59	60.60	42.79	2.81						
	Additional 2-wire ISDN Loop in same DS1Interoffice Transport Combination - Zone 3		3	UNCNX	U1L2X	48.62	127.59	60.60	42.79	2.81						
	Additional 2-wire ISDN COCI (BRITE) in same 1/0 channel system combination- per month			UNCNX	UC1CA	3.66	*10.07*	*7.08*	*0.00*	*0.00*						
							12.16	8.77	6.71	4.84						
	Each Additional DS1 Interoffice Channel per mile in same 3/1 Channel System per month			UNC1X	1L5XX	0.1856										

UNBUNDLED NETWORK ELEMENTS - Florida														Attachment: 2		Exhibit: A	
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES ($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
	Each Additional DS1 Interoffice Channel Facility Termination in same 3/1 Channel System per month			UNC1X	U1TF1	88.44	174.46	122.46	45.61	17.95						
	Each Additional DS1 COCI in the same 3/1 channel system combination per month			UNC1X	UC1D1	13.76	*10.07*	*7.08*	*0.00*	*0.00*						
							12.16	8.77	6.71	4.84						
EXTENDED 4-WIRE DS1 LOOP WITH DEDICATED DS1 INTEROFFICE TRANSPORT w/ 3/1 MUX																	
	First 4-wire DS1 Digital Lcoal Loop in Combination - Zone 1		1	UNC1X	USLXX	70.74	217.75	121.62	51.44	14.45						
	First 4-wire DS1 Digital Lcoal Loop in Combination - Zone 2		2	UNC1X	USLXX	100.54	217.75	121.62	51.44	14.45						
	First 4-wire DS1 Digital Lcoal Loop in Combination - Zone 3		3	UNC1X	USLXX	178.39	217.75	121.62	51.44	14.45						
	First Interoffice Transport - Dedicated - DS1 *combination - Per* Mile Per Month			UNC1X	1L5XX	0.1856										
	First Interoffice Transport - Dedicated - DS1 combination - Facility Termination Per Month			UNC1X	U1TF1	88.44	174.46	122.46	45.61	17.95						
	3/1 Channel System in combination per month			UNC3X	MQ3	211.19	*199.28*	*118.64*	*40.34*	*39.07*						
							115.60	59.93	5.45	0.00						
	Per each DS1 COCI combination per month			UNC1X	UC1D1	13.76	*10.07*	*7.08*	*0.00*	*0.00*						
							12.16	8.77	6.71	4.84						
	Each Additional DS1 Interoffice Channel per mile in same 3/1 Channel System per month			UNC1X	1L5XX	0.1856										
	Each Additional DS1 Interoffice *Channel Facility Termination in* same 3/1 Channel System per month			UNC1X	U1TF1	88.44	174.46	122.46	45.61	17.95						
	Each Additional DS1 COCI in the same 3/1 channel system combination per month			UNC1X	UC1D1	13.76	*10.07*	*7.08*	*0.00*	*0.00*						
							12.16	8.77	6.71	4.84						
	Additional 4-Wire DS1 Digital Local Loop in Combination - Zone 1		1	UNC1X	USLXX	70.74	217.75	121.62	51.44	14.45						
	Additional 4-Wire DS1 Digital Local Loop in Combination - Zone 2		2	UNC1X	USLXX	100.54	217.75	121.62	51.44	14.45						
	Additional 4-Wire *DS1 Digital Local Loop in Combination - Zone* 3		3	UNC1X	USLXX	178.39	217.75	121.62	51.44	14.45						
EXTENDED 4-WIRE 56 KBPS DIGITAL EXTENDED LOOP WITH DS0 INTEROFFICE TRANSPORT																	
	First 4-wire 56 kbps Local Loop in combination - Zone 1		1	UNCDX	UDL56	22.20	127.59	60.54	42.79	2.81						
	First 4-wire 56 kbps Local Loop in combination - Zone 2		2	UNCDX	UDL56	31.56	127.59	60.54	42.79	2.81						
	First 4-wire 56 kbps Local Loop in combination - Zone 3		3	UNCDX	UDL56	55.99	127.59	60.54	42.79	2.81						
	First 4-wiree 56 kbps Interoffice Transport - *Dedicated - Per Mile* per month			UNCDX	1L5XX	0.0091										
	First 4-wire 56 kbps Interoffice Transport - Dedicated - Facility Termination per month			UNCDX	U1TD5	18.44	94.70	52.59	50.49	21.53						
EXTENDED 4-WIRE 64 KBPS DIGITAL EXTENDED LOOP WITH DS0 INTEROFFICE TRANSPORT																	
	First 4-wire 64 kbps Local Loop in combination - Zone 1		1	UNCDX	*UDL64*	*22.20*	127.59	60.54	42.79	2.81						
	First 4-wire 64 kbps Local Loop in combination - Zone 2		2	UNCDX	UDL64	31.56	127.59	60.54	42.79	2.81						
	First 4-wire 64 kbps Local Loop in combination - Zone 3		3	UNCDX	UDL64	55.99	127.59	60.54	42.79	2.81						
	First I4-wire 65 kbps Interoffice Transport - Dedicated - Per Mile per month			UNCDX	1L5XX	0.0091										
	First 4-wire 64 kbps Interoffice Transport - Dedicated - Facility Termination per month			UNCDX	U1TD6	18.44	94.70	52.59	50.49	21.53						
ADDITIONAL NETWORK ELEMENTS																	
	When used as a part of a currently combined facility, the non-recurring charges do not apply, but a Switch As Is charge does apply.																
	When used as ordinarily combined network elements in All States, the non-recurring charges apply and the Switch As Is Charge does not.																
	Nonrecurring Currently Combined Network Elements "Switch As Is" Charge (One applies to each combination)																
	Nonrecurring Currently Combined Network Elements Switch -As-Is Charge - 2 wire/4-Wire VG			UNCVX	UNCCC		8.98	8.98	8.98	8.98						
	Nonrecurring Currently Combined Network Elements Switch -As-Is Charge - 56/64 kbps			UNCDX	UNCCC		8.98	8.98	8.98	8.98						
	Nonrecurring Currently Combined Network Elements Switch -As-Is Charge - DS1			UNC1X	UNCCC		8.98	8.98	8.98	8.98						
	Nonrecurring Currently Combined Network Elements Switch -As-Is Charge - DS3			UNC3X	UNCCC		8.98	8.98	8.98	8.98						
ADDITIONAL NETWORK ELEMENTS																	
	When used as a part of a currently combined facility, the non-recurring charges do not apply, but a Switch As Is charge does apply.																
	When used as ordinarily combined network elements in All States, the non-recurring charges apply and the Switch As Is Charge does not.																
	Nonrecurring Currently Combined Network Elements "Switch As Is" Charge																
	Optional Features & Functions:																
	Clear Channel Capability Extended Frame Option - per DS1	1		U1TD1, ULDD1,UNC1X	CCOEF		*0.00*	0.00	0.00	0.00						

UNBUNDLED NETWORK ELEMENTS - Florida													Attachment: 2		Exhibit: A	
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES ($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
	Clear Channel Capability Super FrameOption - per DS1	I		U1TD1, ULDD1,UNC1X	CCOSF		0.00	0.00	0.00	0.00						
	Clear Channel Capability (SF/ESF) Option - Subsequent Activity per DS1	I		ULDD1, U1TD1, UNC1X, USL	NRCCC		184.92	23.82	2.07	0.8						
	C-bit Parity Option - Subsequent Activity - per DS3	I		U1TD3, ULDD3, UE3, UNC3X	NRCC3		219.9	7.67	0.773	0						
	Wholesale to UNE, Switch-As-Is Conversion Charge			**UNCVX, UNCDX, UNC1X, UNC3X, UNCSX**	**UNCCC**		**8.98**	**8.98**	**8.98**	**8.98**						
	Unbundled Misc Rate Element, SNE SAI, Single Network Element - Switch As Is Non-recurring Charge, per circuit (LSR)	N		**U1TVX, U1TDX, U1TD1, U1TD3, U1TS1, UDF, UE3**	**URESL**		**40.28**	**13.52**								
	Unbundled Misc Rate Element, SNE SAI, Single Network Element - Switch As Is Non-recurring Charge, per circuit (Spreadsheet)	N		**U1TVX, U1TDX, U1TD1, U1TD3, *U1TS1, UDF, UE3***	***URESP***		**64.09**	**25.64**								
	Unbundled Misc Rate Element, SNE SAI, Single Network Element - Switch As Is Non-recurring Charge, per circuit (LSR)	N		***U1TVX, U1TDX, U1TD1, U1TD3, U1TS1, UDF, UE3***	***URESL***		***<8.98***	***<8.98***								
	Unbundled Misc Rate Element, SNE SAI, Single Network Element - Switch As Is Non-recurring Charge, per circuit (Spreadsheet)	N		***U1TVX, U1TDX, U1TD1, U1TD3, U1TS1, UDF, UE3***	***URESP***		***<8.98***	***<8.98***								
	MULTIPLEXERS															
	DS1 to DS0 Channel System per month			**UNC1X**	**MQ1**	**146.77**	**127.59**	**60.54**								
	OCU-DP COCI (data) - DS1 to DS0 Channel System - per month (2.4-64kbs) used for a Local Loop			UDL	1D1DD	2.10	***10.07***	***7.08***								
							12.16	**8.77**	**6.71**	**4.84**						
	OCU-DP COCI (data) - DS1 to DS0 Channel System - per month (2.4-64kbs) used for connection to a channelized DS1 Local Channel in the same SWC as collocation			**U1TUD**	**1D1DD**	**2.10**	**12.16**	**8.77**	**6.71**	**4.84**						
	2-wire ISDN COCI (BRITE) - DS1 to DS0 Channel Systsem - per month for a Local Loop			UDN	UC1CA	3.66	10.07	7.08								
							12.16	**8.77**	**6.71**	**4.84**						
	2-wire ISDN COCI (BRITE) - DS1 to DS0 Channel System - per month used for connection to a channelized DS1 Local Channel in the same SWC as collocation			**U1TUB**	**UC1CA**	**3.66**	**12.16**	**8.77**	**6.71**	**4.84**						
	Voice Grade COCI - DS1 to DS0 Channel System - per month used for a Local Loop			UEA	1D1VG	1.38	10.07	7.08								
							12.16	**8.77**	**6.71**	**4.84**						
	Voice Grade COCI - DS1 to DS0 Channel System - per month used for connection to a channelized DS1 Local Channel in the same SWC as collocation			U1TUC	1D1VG	1.38	10.07	7.08	0.00	0.00						
							12.16	**8.77**	**6.71**	**4.84**						
	DS3 to DS1 Channel System per month			UNC3X	MQ3	211.19	199.28	118.64	40.34	39.07						
							115.60	**59.93**	**5.45**	**0.00**						
	STS-1 to DS1 Channel System per month			**UNCSX**	**MQ3**	**211.19**	**115.60**	**59.93**	**5.45**	**0.00**						
	DS1 COCI used with Loop per month			USL	UC1D1	13.76	10.07	7.08								
							12.16	**8.77**	**6.71**	**4.84**						
	DS1 COCI (used for connection to a channelized DS1 Local Channel in the same SWC as collocation) per month			U1TUA	UC1D1	13.76	10.07	7.08	0.00	0.00						
							12.16	**8.77**	**6.71**	**4.84**						
	DS1 COCI used with Interoffice Channel per month			U1TD1	UC1D1	13.76	10.07	7.08	0.00	0.00						
							12.16	**8.77**	**6.71**	**4.84**						
	DS3 Interface Unit (DS1 COCI) used with Local Channel per month			*ULDD1*	UC1D1	13.76	10.07	7.08	0.00	0.00						
							12.16	**8.77**	**6.71**	**4.84**						
	Access to DCS - Customer Reconfiguration (FlexServ)															
	Customer Reconfiguration Establishment						1.63		1.63							
	DS1 DSC Termination with DS0 Switching					27.39	32.89	23.58	16.96	12.77						
	DS1 DSC Termination with DS1 Switching					11.70	25.07	15.76	13.05	8.86						
	DS3 DSC Termination with DS1 Switching					146.81	32.89	23.58	16.96	12.77						

UNBUNDLED NETWORK ELEMENTS - Florida													Attachment: 2		Exhibit: A	
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES ($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
Service Rearrangements																
	NRC - Change in Facility Assignment per circuit Service Rearrangement	N		U1TVX, U1TDX, UEA, UDL, U1TUC, U1TUD, U1TUB, ULDVX, ULDDX, UNCVX, UNCDX	URETD		270.08	47.13								
	NRC - Change in Facility Assignment per circuit Project Management (added to CFA per circuit if project managed)	N		U1TVX, U1TDX, UEA, UDL, U1TUC, U1TUD, U1TUB, ULDVX, ULDDX, UNCVX, UNCDX	URETB		1.28	1.28								
	NRC - Change in Facility Assignment per circuit Service Rearrangement	*N*		*U1TVX, U1TDX, UEA, UDL, U1TUC, U1TUD, U1TUB, ULDVX, ULDDX, UNCVX, UNCDX*	*URETD*		*0.00*	*0.00*								
	NRC - Change in Facility Assignment per circuit Project Management (added to CFA per circuit if project managed)	*N*		*U1TVX, U1TDX, UEA, UDL, U1TUC, U1TUD, U1TUB, ULDVX, ULDDX, UNCVX, UNCDX*	*URETB*		*0.00*	*0.00*								
	NRC - Transfer of Ownership per circuit Service Rearrangement (1-14 circuits)	*I*		*U1TVX, U1TDX, UEA, UDL, U1TUC, U1TUD, U1TUB, ULDVX, ULDDX, UNCVX, UNCDX*	*URETE*		*0.00*	*0.00*								
	NRC - Transfer of Ownership per circuit Project Management (15 + circuits)	*I*		*U1TVX, U1TDX, UEA, UDL, U1TUC, U1TUD, U1TUB, ULDVX, ULDDX, UNCVX, UNCDX*	*URETC*		*0.00*	*0.00*								
	Commingling Authorization			UNCVX, UNCDX, UNC1X, UNC3X, UNCSX, U1TD1, U1TD3, U1TS1, UE3, UDLSX, U1TVX, U1TDX, U1TUB	CMGAU	0.00	0.00	0.00	0.00	0.00						
Miscellaneous																
	NRC - Order Coordination Specific Time - Dedicated Transport	N		UNC1X	OCOSR		18.90	18.90								
	NOTE: Rates displaying an "N" in the interim column are agreed to by the Parties until such time as modified by Commission order and are not subject to true-up.															
	NOTE: Rates displaying an "I" in the interim column are interim as a result of a Commission order.															

UNBUNDLED NETWORK ELEMENTS - Florida								Attachment: 2		Exhibit: B	
CATEGORY		RATE ELEMENTS	Interim	Zone	BCS	USOC	MONTHLY RECURRING RATES ($)				
	4-WIRE DS1 DIGITAL LOOP										
		4-Wire DS1 Digital Loop - Zone 1		1	USL	USLXX	81.35				
		4-Wire DS1 Digital Loop - Zone 2		2	USL	USLXX	115.62				
		4-Wire DS1 Digital Loop - Zone 3		3	USL	USLXX	205.15				
HIGH CAPACITY UNBUNDLED LOCAL LOOP											
	NOTE: minimum billing period of three months for DS3/STS-1 Local Loop										
		High Capacity Unbundled Local Loop - DS3 - Per Mile per month			UE3	1L5ND	12.56				
		High Capacity Unbundled Local Loop - DS3 - Facility Termination per month			UE3	UE3PX	444.91				
		High Capacity Unbundled Local Loop - STS-1 - Per Mile per month			UDLSX	1L5ND	12.56				
		High Capacity Unbundled Local Loop - STS-1 - Facility Termination per month			UDLSX	UDLS1	490.59				
	MULTIPLEXERS										
		DS3 to DS1 Channel System per month			UNC3X	MQ3	242.87				
		STS-1 to DS1 Channel System per month			UNCSX	MQ3	242.87				
		DS1 COCI used with Loop per month			USL	UC1D1	15.82				
		DS1 COCI used with Interoffice Channel per month			U1TD1	UC1D1	15.82				
DEDICATED INTEROFFICE TRANSPORT											
		Interoffice Channel - Dedicated Channel - DS1 - Per Mile per month			U1TD1	1L5XX	0.2134				
		Interoffice Channel - Dedicated Tranport - DS1 - Facility Termination			U1TD1	U1TF1	101.71				
		Interoffice Channel - Dedicated Transport - DS3 - Per Mile per month			U1TD3	1L5XX	4.45				
		Interoffice Channel - Dedicated Transport - DS3 - Facility Termination per month			U1TD3	U1TF3	1,231.65				
		Interoffice Channel - Dedicated Transport - STS-1 - Per Mile per month			U1TS1	1L5XX	4.45				
		Interoffice Channel - Dedicated Transport - STS-1 - Facility Termination			U1TS1	U1TFS	1,214.40				
	UNBUNDLED DARK FIBER										
		Dark Fiber, Per Four Fiber Strands, Per Route Mile Or Fraction Thereof - Interoffice Transport			UDF, UDFCX	1L5DF	30.88				

INTERCONECTION - Florida													Attachment: 3		Exhibit: A	
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES ($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
						Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates($)					
							First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
LOCAL INTERCONNECTION (CALL TRANSPORT AND TERMINATION)																
NOTE: bk beside a rate indicates that the Parties have agreed to bill and keep for that element pursuant to the terms and conditions in Attachment 3.																
INTERCARRIER COMPENSATION FOR ISP-BOUND TRAFFIC																
	Rate for ISP-Bound Traffic, per MOU					0.0007										
INTERCARRIER COMPENSATION FOR LOCAL TRAFFIC, LOCAL TRANSIT TRAFFIC, AND MTA TRAFFIC																
END OFFICE SWITCHING																
	End Office Switching Function, Per MOU			OHD		0.0009302										
TANDEM SWITCHING																
	Tandem Switching Function Per MOU			OHD		0.0006019										
	Multiple Tandem Switching, per MOU (applies to intial tandem only)			OHD		0.0006019										
	Tandem Intermediary Charge, per MOU*	N		OHD		0.0025										
* This charge is applicable only to transit traffic and is applied in addition to applicable switching and/or interconnection charges.																
TRUNK CHARGE																
	Installation Trunk Side Service - per DS0	N		OHD	TPP6X		21.53bk	8.11bk								
	Installation Trunk Side Service - per DS0	N		OHD	TPP9X		21.53bk	8.11bk								
	Dedicated End Office Trunk Port Service-per DS0**			OHD	TDEOP	0.00										
	Dedicated End Office Trunk Port Service-per DS1**			0H1 OH1MS	TDE1P	0.00										
	Dedicated Tandem Trunk Port Service-per DS0**			OHD	TDWOP	0.00										
	Dedicated Tandem Trunk Port Service-per DS1**			OH1 OH1MS	TDW1P	0.00										
** This rate element is recovered on a per MOU basis and is included in the End Office Switching and Tandem Switching, per MOU rate elements																
COMMON TRANSPORT (Shared)																
	Common Transport - Per Mile, Per MOU			OHD		0.0000035										
	Common Transport - Facilities Termination Per MOU			OHD		0.0004372										
LOCAL INTERCONNECTION (DEDICATED TRANSPORT)																
INTEROFFICE CHANNEL - DEDICATED TRANSPORT																
	Interoffice Channel - Dedicated Transport - 2-Wire Voice Grade - Per Mile per month			OHL, OHM	1L5NF	0.0091										
	Interoffice Channel - Dedicated Transport- 2- Wire Voice Grade - Facility Termination per month			OHL, OHM	1L5NF	25.32	47.35	31.78	18.31	7.03						
	Interoffice Channel - Dedicated Transport - 56 kbps - per mile per month			OHL, OHM	1L5NK	0.0091										
	Interoffice Channel - Dedicated Transport - 56 kbps - Facility Termination per month			OHL, OHM	1L5NK	18.44	47.35	31.78	18.31	7.03						
	Interoffice Channel - Dedicated Transport - 64 kbps - per mile per month			OHL, OHM	1L5NK	0.0091										
	Interoffice Channel - Dedicated Transport - 64 kbps - Facility Termination per month			OHL, OHM	1L5NK	18.44	47.35	31.78	18.31	7.03						
	Interoffice Channel - Dedicated Channel - DS1 - Per Mile per month			OH1, OH1MS	1L5NL	0.1856										
	Interoffice Channel - Dedicated Tranport - DS1 - Facility Termination per month			OH1, OH1MS	1L5NL	88.44	105.54	98.47	21.47	19.05						
	Interoffice Channel - Dedicated Transport - DS3 - Per Mile per month			OH3, OH3MS	1L5NM	3.87										
	Interoffice Channel - Dedicated Transport - DS3 - Facility Termination per month			OH3, OH3MS	1L5NM	1,071.00	335.46	219.28	72.03	70.56						
LOCAL CHANNEL - DEDICATED TRANSPORT																
	Local Channel - Dedicated - 2-Wire Voice Grade per month			OHL, OHM	TEFV2	19.66	265.84	46.97	37.63	4.00						
	Local Channel - Dedicated - 4-Wire Voice Grade per month			OHL, OHM	TEFV4	20.45	266.54	47.67	44.22	5.33						
	Local Channel - Dedicated - DS1 per month			OH1	TEFHG	36.49	216.65	183.54	24.30	16.95						
	Local Channel - Dedicated - DS3 Facility Termination per month			OH3	TEFHJ	531.91	556.37	343.01	139.13	96.84						
LOCAL INTERCONNECTION MID-SPAN MEET																
	Local Channel - Dedicated - DS1 per month			OH1MS	TEFHG	0.00	0.00									
	Local Channel - Dedicated - DS3 per month			OH3MS	TEFHJ	0.00	0.00									
MULTIPLEXERS																
	Channelization - DS1 to DS0 Channel System			OH1, OH1MS	SATN1	146.77	101.42	71.62	11.09	10.49						
	DS3 to DS1 Channel System per month			OH3, OH3MS	SATNS	211.19	199.28	118.64	40.34	39.07						
	DS3 Interface Unit (DS1 COCI) per month			OH1, OH1MS	SATCO	13.76	10.07	7.08								
	NOTE: Rates displaying an "N" in the interim column are agreed to by the Parties until such time as modified by Commission order and are not subject to true-up.															
	NOTE: Rates displaying an "I" in the interim column are interim as a result of a Commission order.															

COLLOCATION - Florida															Attachment: 4		Exhibit: B	
CATEGORY		RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES ($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
							Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates($)					
								First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
PHYSICAL COLLOCATION																	
	Application																
		Physical Collocation - Initial Application Fee			CLO	PE1BA		2,785.00		1.20							
		Physical Collocation - Subsequent Application Fee			CLO	PE1CA		2,236.00		1.20							
		Physical Collocation - Co-Carrier Cross Connects/Direct Connect, Application Fee, per application			CLO	PE1DT		564.81									
		Physical Collocation - Power Reconfiguration Only, Application Fee			CLO	PE1PR		409.50									
		Physical Collocation Administrative Only - Application Fee			CLO	PE1BL		760.91		1.20							
	Space Preparation																
		Physical Collocation - Floor Space, per sq feet			CLO	PE1PJ	5.28	fiber									
		Physical Collocation - Space Enclosure, welded wire, first 50 square feet	N		CLO	PE1BX	171.12										
		Physical Collocation - Space enclosure, welded wire, first 100 square feet			CLO	PE1BW	189.73										
		Physical Collocation - Space enclosure, welded wire, each additional 50 square feet			CLO	PE1CW	18.61										
		Physical Collocation - Space Preparation - C.O. Modification per square ft.			CLO	PE1SK	2.38										
		Physical Collocation - Space Preparation, Common Systems Modifications-Cageless, per square foot			CLO	PE1SL	2.50										
		Physical Collocation - Space Preparation - Common Systems Modifications-Caged, per cage			CLO	PE1SM	84.93										
		Physical Collocation - Space Preparation - Firm Order Processing			CLO	PE1SJ		287.36									
		Physical Collocation - Space Availability Report, per Central Office Requested			CLO	PE1SR		572.66									
	Power																
		Physical Collocation - Power, -48V DC Power - per Fused Amp Requested			CLO	PE1PL	7.80										
		Physical Collocation - Power, 120V AC Power, Single Phase, per Breaker Amp			CLO	PE1FB	5.26										
		Physical Collocation - Power, 240V AC Power, Single Phase, per Breaker Amp			CLO	PE1FD	10.53										
		Physical Collocation - Power, 120V AC Power, Three Phase, per Breaker Amp			CLO	PE1FE	15.80										
		Physical Collocation - Power, 277V AC Power, Three Phase, per Breaker Amp			CLO	PE1FG	36.47										
		Physical Collocation - Power - DC power, per Used Amp			CLO	PE1FN	10.69										
	Cross Connects (Cross Connects, Co-Carrier Cross Connects, and Ports)																
		Physical Collocation - 2-wire cross-connect, loop, provisioning			UEANL,UEQ,UNCNX, UEA, UCL, UAL, UHL, UDN, UNCVX	PE1P2	0.0208	7.32	5.37	4.58	2.71						
		Physical Collocation - 4-wire cross-connect, loop, provisioning			UEA, UHL, UNCVX, UNCDX, UCL, UDL	PE1P4	0.0416	8.00	5.75	5.00	2.69						
		Physical Collocation -DS1 Cross-Connect for Physical Collocation, provisioning			WDS1L, WDS1S, UXTD1, ULDD1, USLEL, UNLD1, U1TD1, UNC1X, UEPSR, UEPSB, UEPSE, UEPSP, USL	PE1P1	0.3786	7.88	6.25	1.35	0.9899						
		Physical Collocation - DS3 Cross-Connect, provisioning			UE3, U1TD3, UXTD3, UXTS1, UNC3X, UNCSX, ULDD3, U1TS1, ULDS1, UNLD3, UEPEX, UEPDX, UEPSR, UEPSB, UEPSE, UEPSP	PE1P3	4.16	32.40	31.03	11.15	10.98						

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CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES ($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
	Physical Collocation - 2-Fiber Cross-Connect			CLO, ULDO3, ULD12, ULD48, U1TO3, U1T12, U1T48, UDLO3, UDL12, UDF	PE1F2	1.71	28.26	25.85	13.78	11.01						
	Physical Collocation - 4-Fiber Cross-Connect			ULDO3, ULD12, ULD48, U1TO3, U1T12, U1T48, UDLO3, UDL12, UDF, UDFCX	PE1F4	3.34	37.92	35.51	18.20	15.44						
	Physical Collocation - Co-Carrier Cross Connects/Direct Connect - *Fiber Cable Support Structure, per linear foot, per cable.*			CLO	PE1ES	0.0008										
	Physical Collocation - Co-Carrier Cross Connect/Direct Connect - Copper/Coax Cable Support Structure, per linear foot, per cable.			CLO	PE1DS	0.0012										
	Physical Collocation 2-Wire Cross Connect, Port			UEPSR, UEPSP, UEPSE, UEPSB, UEPSX, UEP2C	PE1R2	0.0208	7.32	5.37	4.58	2.71						
	Physical Collocation 4-Wire Cross Connect, Port			UEPEX, UEPDD	PE1R4	0.0416	8.00	5.75	5.00	2.69						
Security																
	Physical Collocation - Security Escort for Basic Time - normally scheduled work, per half hour			CLO	PE1BT		33.65	22.05								
	Physical Collocation - Security Escort for Overtime - outside of normally scheduled working hours on a scheduled work day, per half hour			CLO	PE1OT		44.63	28.89								
	Physical Collocation - Security Escort for Premium Time - outside of scheduled work day, per half hour			CLO	PE1PT		55.62	35.73								
	Physical Collocation - Security Access System - Security System per Central Office, per Sq. Ft.			CLO	PE1AY	0.0101										
	Physical Collocation -Security Access System - New Card Activation, per Card Activation (First), per State			CLO	PE1A1		38.95									
	Physical Collocation-Security Access System-Administrative Change, existing Access Card, per Request, per State, per Card			CLO	PE1AA		8.84									
	Physical Collocation - Security Access System - Replace Lost or Stolen Card, per Card			CLO	PE1AR		28.78									
	Physical Collocation - Security Access - Initial Key, per Key			CLO	PE1AK		23.28									
	Physical Collocation - Security Access - Key, Replace Lost or Stolen Key, per Key			CLO	PE1AL		23.28									
CFA																
	Physical Collocation - CFA Information Resend Request, per premises, per arrangement, per request			CLO	PE1C9		79.52									
Cable Records																
	Physical Collocation - Cable Records, per request			CLO	PE1CR		I 1515.00	S 973.64	256.35							
	Physical Collocation, Cable Records, VG/DS0 Cable, per cable record (maximum 3600 records)			CLO	PE1CD		646.84		362.41							
	Physical Collocation, Cable Records, VG/DS0 Cable, per each 100 pair			CLO	PE1CO		9.11		10.80							
	Physical Collocation, Cable Records, DS1, per T1 TIE			CLO	PE1C1		4.52		5.35							
	Physical Collocation, Cable Records, DS3, per T3 TIE			CLO	PE1C3		15.81		18.73							
	Physical Collocation - Cable Records, Fiber Cable, per cable record (maximum 99 records)			CLO	PE1CB		169.96		149.97							
Virtual to Physical																
	Physical Collocation - Virtual to Physical Collocation Relocation, per Voice Grade Circuit	N		CLO	PE1BV		33.00									
	Physical Collocation - Virtual to Physical Collocation Relocation, per DSO Circuit	N		CLO	PE1BO		33.00									
	Physical Collocation - Virtual to Physical Collocation Relocation, per DS1 Circuit	N		CLO	PE1B1		52.00									
	Physical Collocation - Virtual to Physical Collocation Relocation, per DS3 Circuit	N		CLO	PE1B3		52.00									
	Physical Collocation - Virtual to Physical Collocation In-Place, Per Voice Grade Circuit	N		CLO	PE1BR		23.00									

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		Physical Collocation Virtual to Physical Collocation In-Place, Per DSO Circuit	N		CLO	PE1BP		23.00									
		Physical Collocation - Virtual to Physical Collocation In-Place, Per DS1 Circuit	N		CLO	PE1BS		33.00									
		Physical Collocation - Virtual to Physical Collocation In-Place, per DS3 Circuit	N		CLO	PE1BE		37.00									
	Entrance Cable																	
		Physical Collocation - Fiber Cable Support Structure, per Entrance Cable			CLO	PE1PM	5.19											
		Copper Entrance Cable Support Structure, per each 100 pairs			CLO	PE1EE	0.1406											
		Copper Entrance Cable Installation, per 100 pairs			CLO	PE1EB		18.56										
		Physical Collocation - Fiber Entrance Cable per Cable (CO manhole to vault splice)			CLO	PE1EC		994.12		43.84								
		Physical Collocation - Copper Entrance Cable per Cable (CO manhole to vault splice)			CLO	PE1EA		1,195.00		43.84								
		Physical Collocation - Fiber Entrance Cable Installation, per Fiber			CLO	PE1ED		7.43										
	Pot Bay																	
		2 Wire Pot Bay			UEANL,UEA,UDN,UDC,UAL,UHL,UCL,UEQ,CLO,UDL, UNCVX, UNCDX, UNCNX	PE1PE	0.03											
		4 Wire Pot Bay			UEANL,UEA,UDN,UDC,UAL,UHL,UCL,UEQ,CLO, USL, UNCVX, UNCDX	PE1PF	0.06											
		DS1 Pot Bay			UEANL,UEA,UDN,UDC,UAL,UHL,UCL,UEQ,CLO,WDS1L,WDS1S, USL, U1TD1, UXTD1, UNC1X, ULDD1, USLEL, UNLD1	PE1PG	0.4238											
		DS3 Pot Bay			UEANL,UEA,UDN,UDC,UAL,UHL,UCL,UEQ,CLO,UE3, U1TD3, UXTD3, UXTS1, UNC3X, UNCSX, ULDD3, U1TS1, ULDS1, UNLD3, UDL, UDLSX	PE1PH	3.78											
		2 Wire Fiber Pot Bay			UEANL,UEA,UDN,UDC,UAL,UHL,UCL,UEQ,CLO, ULDO3, ULD12, ULD48, U1TO3, U1T12, U1T48, UDLO3, UDL12, UDF	PE1B2	12.89											
		4 Wire Fiber Pot Bay			UEANL,UEA,UDN,UDC,UAL,UHL,UCL,UEQ,CLO, ULDO3, ULD12, ULD48, U1TO3, U1T12, U1T48, UDLO3, UDL12, UDF	PE1B4	17.39											
		Note: Existing point(s) of demarcation - MCI provided Pot Bay. BellSouth will grandfather existing point(s) of demarcation established at a MCI provided Pot Bay pursuant to this contract. MCI shall order services using the existing terminations in the MCI provided Pot Bay.																

COLLOCATION - Florida														Attachment: 4		Exhibit: B	
CATEGORY		RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES ($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
		Note: Existing point(s) of demarcation - BellSouth provided Pot Bay. BellSouth will grandfather existing point(s) of demarcation established at a BellSouth provided Pot Bay. MCI shall order services using the existing terminations in the BellSouth provided Pot Bay.															
VIRTUAL COLLOCATION																	
	Application																
		Virtual Collocation - Application Fee			AMTFS	EAF		1,241.00		1.20							
		Virtual Collocation - Co-Carrier Cross Connects/Direct Connect, Application Fee, per application			AMTFS	VE1CA		564.81									
		Virtual Collocation Administrative Only - Application Fee			AMTFS	VE1AF		760.91		1.20							
	Space Preparation																
		Virtual Collocation - Floor Space, per sq. ft.			AMTFS	ESPVX	5.28										
	Power																
		Virtual Collocation - Power, per fused amp			AMTFS	ESPAX	6.95										
		Virtual Collocation - Power, DC power, per Used Amp			AMTFS	VE1PF	10.69										
	Cross Connects (Cross Connects, Co-Carrier Cross Connects, and Ports)																
		Virtual Collocation - 2-wire cross-connect, loop, provisioning			UEANL, UEA, UDN, UAL, UHL, UCL, UEQ, UNCVX, UNCDX, UNCNX	UEAC2	0.0201	7.32	5.37	4.58	2.71						
		Virtual Collocation - 4-wire cross-connect, loop, provisioning			UEA, UHL, UCL, UDL, UNCVX, UNCDX	UEAC4	0.0403	8.00	5.75	5.00	2.69						
		Virtual collocation - cross-connect per DS1			ULR, UXTD1, UNC1X, ULDD1, U1TD1, USLEL, UNLD1, USL	CNC1X	0.3786	7.88	6.26	1.35	0.9915						
		Virtual collocation - cross-connect per DS3			USL, UE3, U1TD3, UXTS1, UXTD3, UNC3X, UNCSX, ULDD3, U1TS1, ULDS1, UDLSX, UNLD3	CND3X	4.16	32.40	31.03	11.15	10.98						
		Virtual Collocation - 2-Fiber Cross Connects			UDL12, UDLO3, U1T48, U1T12, U1TO3, ULDO3, ULD12, ULD48, UDF	CNC2F	1.75	28.26	25.85	13.78	11.01						
		Virtual Collocation - 4-Fiber Cross Connects			UDL12, UDLO3, U1T48, U1T12, U1TO3, ULDO3, ULD12, ULD48, UDF	CNC4F	3.50	37.92	35.51	18.20	15.44						
		Virtual Collocation - Co-Carrier Cross Connects/Direct Connect - Fiber Cable Support Structure, per linear foot, per cable			AMTFS	VE1CB	0.0008										
		Virtual Collocation - Co-Carrier Cross Connects/Direct Connect - Copper/Coax Cable Support Structure, per linear foot, per cable			AMTFS	VE1CD	0.0012										
		Virtual Collocation 2-Wire Cross Connect, Port			UEPSX, UEPSB, UEPSE, UEPSP, UEPSR, UEP2C	VE1R2	0.0201	7.32	5.37	4.58	2.71						
		Virtual Collocation 4-Wire Cross Connect, Port			UEPDD, UEPEX	VE1R4	0.0403	8.00	5.75	5.00	2.69						
	CFA																
		Virtual Collocation - CFA Information Resend Request, per Premises, per Arrangement, per request			AMTFS	VE1QR		79.52									
	Cable Records																
		Virtual Collocation Cable Records - per request			AMTFS	VE1BA		I 1515.00	S 973.64	256.35							
		Virtual Collocation Cable Records - VG/DS0 Cable, per cable record			AMTFS	VE1BB		646.84		362.41							
		Virtual Collocation Cable Records - VG/DS0 Cable, per each 100 pair			AMTFS	VE1BC		9.11		10.80							
		Virtual Collocation Cable Records - DS1, per T1TIE			AMTFS	VE1BD		4.52		5.35							
		Virtual Collocation Cable Records - DS3, per T3TIE			AMTFS	VE1BE		15.81		18.73							

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		Virtual Collocation Cable Records - Fiber Cable, per 99 fiber records			AMTFS	VE1BF		169.96		149.97							
	Security																
		Virtual collocation - Security escort, basic time, normally scheduled work hours			AMTFS	SPTBX		33.65	22.05								
		Virtual collocation - Security escort, overtime, outside of normally scheduled work hours on a normal working day			AMTFS	SPTOX		44.63	28.89								
		Virtual collocation - Security escort, premium time, outside of a scheduled work day			AMTFS	SPTPX		55.62	35.73								
	Maintenance																
		Virtual collocation - Maintenance in CO - Basic, per half hour			AMTFS	CTRLX		54.05	22.05								
		Virtual collocation - Maintenance in CO - Overtime, per half hour			AMTFS	SPTOM		72.18	28.89								
		Virtual collocation - Maintenance in CO - Premium per half hour			AMTFS	SPTPM		90.31	35.73								
	Entrance Cable																
		Virtual Collocation - Cable Installation Charge, per cable			AMTFS	ESPCX		1,473.00		43.84							
		Virtual Collocation - Cable Support Structure, per cable			AMTFS	ESPSX	4.54										
COLLOCATION IN THE REMOTE SITE																	
	Physical Remote Site Collocation																
		Physical Collocation in the Remote Site - Application Fee			CLORS	PE1RA		612.23		270.35							
		Cabinet Space in the Remote Site per Bay/ Rack			CLORS	PE1RB	154.59										
		Physical Collocation in the Remote Site - Security Access - Key			CLORS	PE1RD		23.28									
		Physical Collocation in the Remote Site - Space Availability Report per Premises Requested			CLORS	PE1SR		223.91									
		Physical Collocation in the Remote Site - Remote Site CLLI Code Request, per CLLI Code Requested			CLORS	PE1RE		73.39									
		Remote Site DLEC Data (BRSDD), per Compact Disk, per CO			CLORS	PE1RR		208.02									
		Physical Collocation - Security Escort for Basic Time - normally scheduled work, per half hour			CLORS	PE1BT		33.65	22.05								
		Physical Collocation - Security Escort for Overtime - outside of normally scheduled working hours on a scheduled work day, per half hour			CLORS	PE1OT		44.63	28.89								
		Physical Collocation - Security Escort for Premium Time - outside of scheduled work day, per half hour			CLORS	PE1PT		55.62	35.73								
	Adjacent Remote Site Collocation																
		Remote Site-Adjacent Collocation-Application Fee	N		CLORS	PE1RU		755.62	755.62								
		Remote Site-Adjacent Collocation - Real Estate, per square foot	N		CLORS	PE1RT	0.134										
		Remote Site-Adjacent Collocation - AC Power, per breaker amp	N		CLORS	PE1RS	6.27										
	Virtual Remote Site Collocation																
		Virtual Collocation in the Remote Site - Application Fee			VE1RS	VE1RB		612.23		270.35							
		Virtual Collocation in the Remote Site - Per Bay/Rack of Space			VE1RS	VE1RC	154.59										
		Virtual Collocation in the Remote Site - Space Availability Report per Premises requested			VE1RS	VE1RR		223.91									
		Virtual Collocation in the Remote Site - Remote Site CLLI Code Request, per CLLI Code Requested			VE1RS	VE1RL		73.39									
ADJACENT COLLOCATION																	
		Adjacent Collocation - Space Charge per Sq. Ft.			CLOAC	PE1JA	0.1666										
		Adjacent Collocation - Electrical Facility Charge per Linear Ft.			CLOAC	PE1JC	4.62										
		Adjacent Collocation - 2-Wire Cross-Connects			UEANL,UEQ,UEA,UCL, UAL, UHL, UDN	PE1JE	0.0194	7.32	5.37	4.58	2.71						
		Adjacent Collocation - 4-Wire Cross-Connects			UEA,UHL,UDL,UCL	PE1JF	0.0388	8.00	5.75	5.00	2.69						
		Adjacent Collocation - DS1 Cross-Connects			USL	PE1JG	0.3708	7.88	6.26	1.35	0.9915						
		Adjacent Collocation - DS3 Cross-Connects			UE3	PE1JH	4.14	32.40	31.03	11.15	10.98						
		Adjacent Collocation - 2-Fiber Cross-Connect			CLOAC	PE1JJ	1.70	28.26	25.85	13.78	11.01						
		Adjacent Collocation - 4-Fiber Cross-Connect			CLOAC	PE1JK	3.33	37.92	35.51	18.20	15.44						
		Adjacent Collocation - Application Fee			CLOAC	PE1JB		2,763.00		1.02							

COLLOCATION - Florida														Attachment: 4		Exhibit: B	
CATEGORY		RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES ($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
		Adjacent Collocation - 120V, Single Phase Standby Power Rate per AC Breaker Amp			CLOAC	PE1JL	5.26										
		Adjacent Collocation - 240V, Single Phase Standby Power Rate per AC Breaker Amp			CLOAC	PE1JM	10.53										
		Adjacent Collocation - 120V, Three Phase Standby Power Rate per AC Breaker Amp			CLOAC	PE1JN	15.80										
		Adjacent Collocation - 277V, Three Phase Standby Power Rate per AC Breaker Amp			CLOAC	PE1JO	36.47										
		Adjacent Collocation - Cable Support Structure per Entrance Cable	N		CLOAC	PE1JP	5.19										
MICROWAVE TRANSMISSION FACILITIES (IN CONJUNCTION WITH PHYSICAL COLLOCATION)																	
		Site Visit Request to determine Line-of-Sight for Microwave Transmission Facilities, per Visit, per CO	N		CLO	PE1SU		1,034.00		1.32							
		Site Visit Request - Structural Analysis for Microwave Transmission Facilities, per Visit, per Central Office	N		CLO	PE1SV		1,034.00		1.32							
		Initial Request for Microwave Transmission Facilities, per Central Office	N		CLO	PE1SW		4,364.00		1.32							
		Subsequent Request for Microwave Transmission Facilities, per Central Office	N		CLO	PE1SX		1,753.00		1.32							
		NOTE: Rates displaying an "N" in the interim column are agreed to by the Parties until such time as modified by Commission order and are not subject to true-up.															
		NOTE: Rates displaying an "I" in the interim column are interim as a result of a Commission order.															