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pc

DAVID M. HALLEY
ATTORNEY-AT-LAW

DIRECT DIAL
(202) 424-7838

January 23, 1996

VIA FEDERAL EXPRESS

ORIGINAL
FILE COPY

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

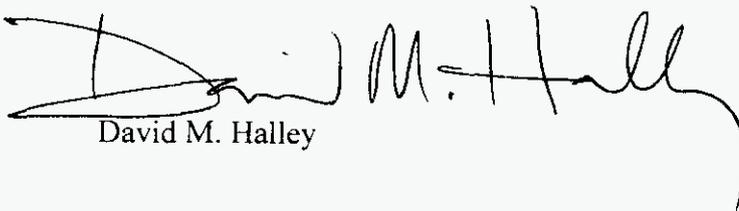
Re: Docket No. 950984-TP

Dear Ms. Bayo:

Please find enclosed for filing in connection with the above-referenced docket the original and 15 copies of the Petition of Metropolitan Fiber Systems of Florida, Inc. for GTE Florida Inc. to Unbundle the Local Loop. Also enclosed is a double-sided high-density disk using the Windows 3.11 operating system and WordPerfect 5.1 software which contains a copy of the enclosed document.

Also enclosed is an additional copy of the Petition. Please date stamp and return this copy in the enclosed self-addressed stamped envelope. Thank you, in advance, for your attention to this matter. If you have any questions, please do not hesitate to contact me at the above telephone number.

Very truly yours,


David M. Halley

- ACK /
- AFA
- APP
- CAF Enclosures
- CMU Chew
- CTR
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3000 K STREET, N.W. ■ SUITE 300
WASHINGTON, D.C. 20007-5116
(202) 424-7500 ■ FACSIMILE (202) 424-7643

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**BEFORE THE
FLORIDA PUBLIC SERVICE COMMISSION**

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

**PETITION OF METROPOLITAN FIBER SYSTEMS OF FLORIDA, INC.
FOR GTE FLORIDA INC. TO UNBUNDLE THE LOCAL LOOP**

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

1. Metropolitan Fiber Systems of Florida, Inc. ("MFS-FL") is authorized to provide competitive local exchange service as an alternative local exchange company ("ALEC"). The address of MFS-FL is:

Metropolitan Fiber Systems of Florida, Inc.
8830 N.W. 18th Terrace, America's Gateway Center
Miami, FL 33172

DOCUMENT NUMBER-DATE

008⁴⁸⁹ JAN 24 1996

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2. The individuals to notify in this proceeding are:

Timothy Devine
MFS Communications Company, Inc.
Six Concourse Parkway, Suite 2100
Atlanta, GA 30328-5351
770/399-8378 (ph.)
770/399-8398 (fax)

Richard M. Rindler
James C. Falvey
SWIDLER & BERLIN, CHARTERED
3000 K Street, N.W., Suite 300
Washington, D.C. 20007
202/424-7771 (ph.)
202/424-7645 (fax)

Statement of Interest and Negotiating History

3. Pursuant to Section 364.161, Florida Statutes, MFS-FL and GTE have 60 days to negotiate acceptable terms, conditions and prices of feasible unbundling requests. If negotiations prove unsuccessful after 60 days, either party has the right to file a petition for a satisfactory resolution of requests for unbundled services, network features, functions, or capabilities, including unbundling the local loop. MFS-FL, by letter dated July 19, 1995, initiated negotiations with GTE. More than 60 days have passed and, as discussed below, negotiations have not proven successful. MFS-FL therefore files this Petition requesting that the Commission require GTE to provide unbundled exchange service arrangements, and specifically the unbundled local loop.

4. As evidenced by the correspondence attached to the accompanying Direct Testimony as Exhibit TTD-1, MFS-FL initiated negotiations with GTE by letter dated July 19, 1995. (Although negotiations were initially conducted on behalf of MFS-FL by Gary Ball,

Timothy Devine took over the negotiations as Senior Director of Regulatory Affairs, Southern Region). Specifically, on July 19, 1995, MFS-FL attempted to begin negotiations with GTE for interconnection and unbundling arrangements via a three-page letter outlining the MFS-FL proposed interconnection and unbundling arrangements. Nearly four months later on November 9, 1995, having received no formal written response from GTE to its initial letter, MFS-FL sent GTE a letter and a detailed 31-page proposed co-carrier agreement in an attempt to simplify the negotiations process for GTE. On December 7, 1995, MFS-FL received from GTE a three-page facsimile of a listing of GTE's switched access rates. On January 3, 1996, following receipt of the facsimile, MFS-FL mailed yet another letter to GTE in one last attempt at receiving a response and beginning private negotiations. On January 19, 1996, MFS-FL received from GTE a counterproposal which recommended special access rates in lieu of separate rates for unbundled loops. MFS-FL indicated the unacceptability of GTE's counterproposal in a letter to GTE dated January 22, 1996. In its January 22, 1996 letter to GTE, MFS-FL indicated its desire to continue discussions to reach an agreement on all or as many issues as possible before Commission hearings commence.

5. MFS-FL cannot unilaterally impose an unbundling agreement upon GTE.

However, the Commission should mandate the appropriate unbundling arrangements, in light of GTE's delay in responding to MFS-FL's requests to negotiate.

6. MFS-FL is filing two petitions: this Petition for the unbundling of exchange service arrangements, and a second Petition for nondiscriminatory interconnection arrangements. MFS-FL requests that they be considered on a coordinated procedural schedule. MFS-FL also requests that they be considered on a procedural schedule which is

coordinated with any other petitions for interconnection to or unbundling of the GTE network now pending.

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

7. MFS-FL believes that certain co-carrier requirements should apply equally and reciprocally to all local exchange carriers, both ALECs and LECs. The co-carrier arrangements that MFS-FL needs to provide service, as listed in the attached proposed MFS-FL agreement dated November 9, 1995 (attached to the accompanying Direct Testimony as Exhibit TTD-2), are:

- 1) Number Resources Arrangements;
- 2) Meet-point Billing Arrangements, including Tandem Subtending;
- 3) Reciprocal Traffic Exchange and Reciprocal Compensation;
- 4) Shared Network Platform Arrangements;
- 5) Unbundled Exchange Service Arrangements; and
- 6) Local Telephone Number Portability Arrangements.

Unbundled Exchange Service Arrangements are addressed in this Petition; the five remaining co-carrier issues are addressed in the MFS-FL Interconnection Petition.

Statement of Issues on Which MFS-FL and GTE Have Reached Agreement

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

Disputed Issues of Fact

9. MFS-FL has more fully described its positions on the co-carrier issues and its disputed issues of fact with GTE in its Direct Testimony in this proceeding. *See* Direct Testimony of Timothy Devine attached hereto. The following is a summary of these disputed issues of fact.

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

11. MFS-FL proposes that GTE unbundle all of its Exchange Services into two separate packages: (1) a link element (the transmission facility between a customer's premises

and the main distribution frame (or equivalent) in the incumbent LEC's wire center) plus cross-connect element; and (2) a port element (the dedicated hardware within the central office required to interface the link to an end office switch) plus cross-connect element. Specifically, MFS-FL proposes that the following unbundled link and port categories should be provided: Link Categories - (1) 2-wire and 4-wire analog voice; (2) 2-wire ISDN digital grade; and (3) 4-wire digital grade; Port Categories - (1) 2-wire and 4-wire analog line; (2) 2-wire ISDN digital line; (3) 2-wire analog DID trunk; (4) 4-wire DS-1 digital DID trunk; and (5) 4-wire ISDN DS-1 trunk. MFS-FL also has a requirement to receive concentration of unbundled loops at serving wire centers for the more efficient provision of loops. A diagram of the unbundled elements requested by MFS-FL is attached to the accompanying Direct Testimony as Exhibit TTD-7. As noted above, MFS-FL and GTE have not reached agreement on any issues.

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

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

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

Basis for Relief

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

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

17. Pursuant to Section 25-22.036 of the Commission's Rules, MFS-FL's substantial interests are affected by the failure of negotiations. MFS-FL must establish co-carrier arrangements with GTE in order to provide competitive local exchange service to its customers in the territory served by GTE. Until such arrangements are established, MFS-FL cannot provide such service, the Legislature will be unable to meet its goal of implementing local exchange competition in Florida, and Florida consumers will continue to be held hostage by a local exchange monopoly against the clear intentions of the Commission and the Legislature.

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

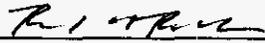
WHEREFORE, MFS-FL respectfully requests that the Commission, within 120 days from the date of this filing:

1. Enter an order granting MFS-FL its request that GTE unbundle its network features, functions, or capabilities, and services, including but not limited to its local loop, as described in this Petition and the accompanying Testimony.

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

Respectfully Submitted,

Timothy Devine
MFS Communications Company, Inc.
Six Concourse Parkway, Suite 2100
Atlanta, Georgia 30328-5351
Phone: (770) 399-8378
Fax: (770) 399-8398



Richard M. Rindler
James C. Falvey
SWIDLER & BERLIN, CHARTERED
3000 K Street, N.W.
Suite 300
Washington, D.C. 20007
**Attorneys for Metropolitan
Fiber Systems of Florida, Inc.**

Dated: January 23, 1996

**Petition of Metropolitan Fiber Systems of Florida, Inc.
For GTE Florida Incorporated to Unbundle the Local Loop
Docket No. 950984-TP
Filed: January 24, 1996**

**Metropolitan Fiber Systems of Florida, Inc.
List of Issues Upon Which the Parties Have Reached Agreement**

The parties have been unable to reach agreement on any issue. Metropolitan Fiber Systems of Florida, Inc. ("MFS-FL") affiliates have reached agreements on unbundling issues in other states, but MFS-FL has been unable to come to a similar agreement with GTE.

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

Because GTE and MFS-FL have been unable to reach agreement on any issue, all of the issues listed in the attached MFS-FL Proposed List of Issues remain to be resolved in this proceeding.

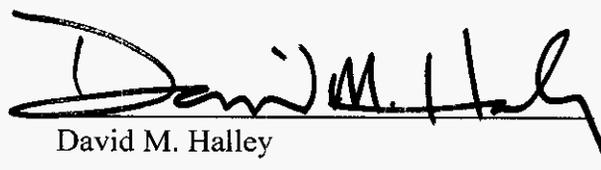
**Petition of Metropolitan Fiber Systems of Florida, Inc.
For GTE to Unbundle the Local Loop
Docket No. 950984-TP
Filed: January 24, 1996**

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

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

CERTIFICATE OF SERVICE

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



David M. Halley

Mr. Michael Tye
AT&T Communications
of the Southern States, Inc. (T1741)
101 North Monroe Street, Ste. 700
Tallahassee, Florida 32301-7733

Mr. Timothy Devine
Metropolitan Fiber Systems
of Florida, Inc.
Six Concourse Parkway, Ste. 1200
Atlanta, Georgia 30328

Laura L. Wilson, Esq.
Florida Cable Telecommunications Associates, Inc.
310 North Monroe Street
Tallahassee, Florida 32302

Peter Dunbar, Esq.
Charles W. Murphy, Esq.
Pennington Law Firm
215 South Monroe Street, Ste. 200
Tallahassee, Florida 32302

Richard Melson, Esq.
Hopping Law Firm
123 South Calhoun Street
Tallahassee, Florida 32301

Jodie Donovan-May, Esq.
Teleport Communication Group - Washington, D.C.
2 LaFayette Center
1133 Twenty-First Street, N.W., Ste. 400
Washington, D.C. 20036

Kenneth A. Hoffman, Esq.
Rutledge, Ecenia, Underwood, Purnell & Hoffman
215 South Monroe Street, Ste. 420
Tallahassee, Florida 32302

Ms. Jill Butler
Time Warner Communications
2773 Red Maple Ridge, Ste. 301
Tallahassee, Florida 32301

Mr. Michael J. Henry
MCI Telecommunications Corporation (T1731)
780 Johnson Ferry Road, Ste. 700
Atlanta, Georgia 30342

Patrick Wiggins, Esq.
Wiggins Law Firm
501 East Tennessee Street, Ste. B
Tallahassee, Florida 32308

Floyd Self, Esq.
Messer Law Firm
215 South Monroe Street, Ste. 701
Tallahassee, Florida 32301

Anthony P. Gillman, Esq.
Kimberly Caswell, Esq.
GTE Florida Incorporated, FLTC0007
201 North Franklin Street
Tampa, Florida 33602

Patricia Kurlin
Intermedia Communications of Florida, Inc.
9280 Bay Plaza Blvd., Ste. 720
Tampa, Florida 33619-4453

David Erwin, Esq.
Young Law Firm
225 South Adams Street
Tallahassee, Florida 32302-1833

Graham A. Taylor
TCG South Florida
1001 West Cypress Creek Road, Suite 209
Ft. Lauderdale, Florida 33309-1949

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

Charles Beck, Esq.
Deputy Public Counsel
Office of Public Counsel
c/o The Florida Legislature
111 West Madison Street, Room 812
Tallahassee, Florida 32399-1400

Clay Phillips
Utilities & Telecommunications
House Office Building, Room 410
Tallahassee, Florida 32399

Nels Roseland
Executive Office of the Governor
Office of Planning and Budget
The Capital, Room 1502
Tallahassee, Florida 32399-0001

Greg Krasovsky
Commerce & Economic Opportunities
Senate Office Building, Room 426
Tallahassee, Florida 32399

John Murray
Payphone Consultants, Inc.
3431 N.W. 55th Street
Ft. Lauderdale, Florida 33309-6308

H. W. Goodall
Continental Fiber Technologies, Inc.
4455 BayMeadows Road
Jacksonville, Florida 32217-4716

Richard A. Gerstemeier
Time Warner AxS of Florida, L.P.
2251 Lucien Way, Ste. 320
Maitland, Florida 32751-7023

Steven D. Shannon
MCI Metro Access Transmission Services, Inc.
2250 Lakeside Boulevard
Richardson, Texas 75082

Gary T. Lawrence
City of Lakeland
501 East Lemon Street
Lakeland, Florida 33801-5079

Marsha Rule, Esq.
Wiggins & Willacorta
501 East Tennessee
Tallahassee, Florida 32302

Kimberly Caswell, Esq.
c/o Richard M. Fletcher
GTE Florida Incorporated
106 East College Avenue, Ste. 1440
Tallahassee, Florida 32301-7704

F. Ben Poag
Sprint/United-Florida
Sprint/Centel-Florida
555 Lake Border Drive
Apopka, Florida 32703

J. Phillip Carver, Esq.
c/o Nancy H. Sims
Southern Bell Telephone & Telegraph Company
150 South Monroe Street, Ste. 400
Tallahassee, Florida 32301

Robin Dunsan, Esq.
AT&T Communications
1200 Peachtree Street, N.E.
Promenade I, Room 4038
Atlanta, Florida 30309

Donald L. Crosby, Esq.
Continental CableVision, Inc.
7800 Belfort Parkway, Suite 270
Jacksonville, Florida 32256-6925

Bill Tabor
Utilities & Telecommunications
Houst Office Building, Room 410
Tallahassee, Florida 32399

Brian Sulmonetti
LDDS Communications, Inc.
1515 South Federal Highway, #400
Boca Raton, Florida 33432-7404

Sue E. Weiske, Esq.
Senior Counsel
Law Department
Time Warner Communications
160 Inverness Drive West
Englewood, Colorado 80112

C. Everett Boyd, Jr., Esq.
Ervin, Varn, Jacobs, Odom & Ervin
305 South Gadsden
Tallahassee, Florida 32302

Benjamin Fincher, Esq.
Sprint Communications Company
Limited Partnership
3065 Cumberland Circle
Atlanta, Georgia 30339

Donna Canzano, Esq.
Staff Attorney
Legal Department
Florida Public Service Commission
2540 Shumard Oak Boulevard
Tallahassee, Florida 32399-0850

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