

Attachment 14
AT&T/GTE Pricing Agreement
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Attachment 14

AT&T/GTE Pricing Agreement

1. Introduction

This Attachment sets forth the discounts and pricing applicable for Local Service Resale, Unbundled Network Elements, Collocation, Interconnection Services and other services provided under this Agreement.

2. Local Service Resale

The Act requires that the prices charged to AT&T for Local Service shall be calculated using the avoided cost discount applicable in the State determined on the basis of the resale rate charged to subscribers for the telecommunications service requested, excluding the portion thereof attributable to any marketing, billing, collection, and other costs that will be avoided by GTE. For purposes of this Agreement, the wholesale discount for all recurring and non-recurring charges is 27.58%. If GTE reduces its retail rates after AT&T executes this Agreement, the discount(s) in force pursuant to this Agreement shall be applied to the reduced retail rates.

2.1 Non-recurring Charges for OUTPLOC

GTE will charge five (5) dollars per "switch as requested" to switch a customer from GTE to AT&T service until electronic interfaces are fully operational, at which time GTE will charge the same rate as it charges for PIC changes.

3. Unbundled Network Elements

The prices for unbundled network elements shall be those set forth in Appendix 1.

4. Collocation

The prices for Collocation are set forth in Appendix 2. AT&T will pay the charges for Collocation upon receipt of an itemized invoice from GTE. GTE will provide AT&T with an itemized invoice of all charges on a per LSO basis.

Extraordinary costs may only be billed to AT&T if such costs have been authorized by AT&T. GTE must advise AT&T if extraordinary costs will be incurred within ten (10) business days of AT&T's request for space. Otherwise, AT&T will not be responsible for such costs. Extraordinary costs do not include costs associated with maintenance and upkeep of the building.

5. Interconnection

Interconnection is comprised of transport and termination. Pricing for all elements of interconnection shall be based on forward looking economic cost.

The parties agree that compensation for transport and termination shall be handled using the bill and keep method until further order of the Commission.

6. Local Number Portability

There will be no charge for interim number portability provided by one Party for the other. Each party shall bear its own cost.

7. Rights-of-Way, Conduits, Ducts and Pole Attachments

The prices charged to AT&T for Rights-of-Way, Conduit and Pole Attachments will be cost-based, non-discriminatory rates, on the same terms and conditions as GTE applies to itself, subject to requirements of this Attachment. AT&T will pay only for work needed to condition capacity for AT&T's use. GTE shall provide an auditable process that insures that AT&T is properly charged for this work.

If GTE advises AT&T that a route is available and subsequently it is determined that a portion of the route is not available, then AT&T will not be required to pay for any work performed by GTE with respect to such route and any prepaid amounts will be refunded to AT&T.

GTE represents and warrants that all costs associated with the provision of Rights-of-Way, Conduit and Pole Attachments are assessed in a competitively neutral, nondiscriminatory and proportional manner on all providers of competitive services (including GTE's retail operations and any of its affiliates). Any costs for unusable space should be proportionately allocated based on each carrier's share of useable space.

AT&T will receive a detailed estimate for all work to be performed by GTE in connection with Rights-of-Way, Conduit and Pole Attachments. Prior to GTE commencing any work, AT&T shall first provide authorization to commence such work. Furthermore, all bills will include detailed itemization of all work covered by the invoice.

8. Pricing Renegotiation

Thirty-six months after the effective date of this Agreement, the pricing set forth in this Attachment 14 may be renegotiated at the request of either party. Such request shall be made in writing and negotiations shall commence within ten (10) business days after such notice is received by the non-requesting party. The parties shall thereafter negotiate in good faith for sixty calendar days. If the parties have not reached an agreement regarding pricing by the end of such sixty day period, either party may request resolution of the pricing renegotiation by arbitration pursuant to Attachment 1 of this Agreement. Any new agreement on pricing shall take effect on the earlier of (i) the date an agreement on pricing is reached between the parties or (ii), in the event of an arbitrated resolution, the date established by the arbitrator, but in no event earlier than the thirty-seventh month after the effective date of this Agreement. The parties agree that the pricing principles set forth in the Act shall apply to any pricing renegotiation under this Agreement.

**APPENDIX 1
TO
ATTACHMENT 14**

UNBUNDLED NETWORK ELEMENTS

Network Element	Price <i>(Unbundled Network Elements)</i>
<i>Network Interface Device</i>	<i>\$0.62 per line per month</i>
<i>Loop Distribution</i>	<i>\$8.11 per line per month</i>
<i>Loop Concentrator/Multiplexer</i>	<i>\$2.37 per line per month</i>
<i>Loop Feeder</i>	<i>\$2.71 per line per month</i>
<i>Aggregated Loop</i>	<i>\$13.82 per line per month</i>
<i>Local Switching (LEC switch): Port Usage</i>	<i>\$1.29 per line per month \$0.0030 per minute</i>
<i>Dedicated Transport</i>	<i>\$3.87 per DSO per month</i>
<i>Common Transport</i>	<i>\$0.00064 per minute</i>

△ Prices include non-recurring charges. Derived from results of the Hatfield Model.

☺ All switch features including Custom and CLASS.

<i>Tandem Switching</i>	<i>\$0.0064 per minute</i>
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<i>Signaling Links</i>	<i>\$37.28 per link per month</i>
<i>Signal Transfer Points</i>	<i>\$.00021 per message</i>
<i>Service Control Points/Databases</i>	<i>\$0.00111 per message</i>
<i>Operational Interfaces: Gateway Utilization</i>	<i>Each Party pays own cost TSLRIC / TELRIC</i>

**APPENDIX 1
TO
ATTACHMENT 14**

**UNBUNDLED NETWORK ELEMENTS
DENSITY ZONE PRICING**

<i>Network Interface Device (NID):</i>	
<i>Zone 1 - low density</i>	\$0.65
<i>Zone 2 - mid-density</i>	\$0.65
<i>Zone 3 - high density</i>	\$0.60
<i>Loop Distribution with NID:</i>	
<i>Zone 1 - low density</i>	\$21.49
<i>Zone 2 - mid-density</i>	\$6.93
<i>Zone 3 - high density</i>	\$5.14
<i>Loop Concentrator/Multiplexer:</i>	
<i>Zone 1 - low density</i>	\$3.93
<i>Zone 2 - mid-density</i>	\$2.49
<i>Zone 3 - high density</i>	\$1.85
<i>Loop Feeder:</i>	
<i>Zone 1 - low density</i>	\$3.02
<i>Zone 2 - mid-density</i>	\$2.21
<i>Zone 3 - high density</i>	\$2.75

<i>Aggregated Loop:</i>	
<i>Zone 1 - low density</i>	<i>\$28.44</i>
<i>Zone 2 - mid-density</i>	<i>\$11.62</i>
<i>Zone 3 - high density</i>	<i>\$9.74</i>



APPENDIX 2
TO
ATTACHMENT 14
COLLOCATION

ENG FEE	\$3,500	
OFFICE ARR/CAGES	\$8,334	
BLD MOD COMP	\$8,480	\$319.93
BLD MOD MODR	\$6,628	\$250.06
BLD MOD SIMP	\$4,555	\$181.07
CABLE PULL	\$1,474	
DC POWER		\$7.85
PARTITION SPACE		\$2.46
CABLE SPACE		\$54.32
DS0 CROSS CON		\$0.98
DS1 CROSS CON		\$3.68
DS3 CROSS CON		\$31.93
INTERCN CABLE		\$0.30

90 MBPS	\$4,079	
OC3	\$4,752	
OC12	\$5,425	
OC48	\$7,009	

DS3 CARD	\$533	
DS1 CARD	\$259	
POWER EQUIP	\$2,078	\$184.99
MAINTENANCE		\$211.96
DS0 CROSS CON		\$0.98
DS1 CROSS CON		\$3.68
DS3 CROSS CON		\$31.93

