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January 19, 1996

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VIA FEDERAL EXPRESS

Ms. Blanca S. Bayo
Director, Division of Records & Reporting
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Tallahassee, FL 32399-0850

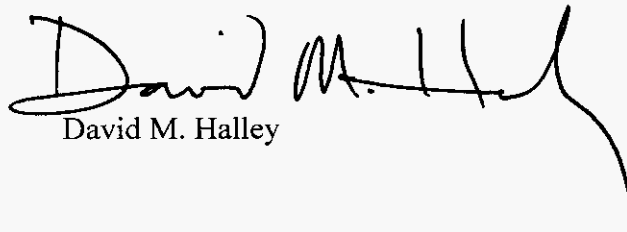
Re: Docket No. 950985-TP

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 Sprint-United/Centel Interconnection Rates, Terms, and Conditions. 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
- APA _____
- APP _____
- CAF _____ Enclosures
- Chase _____
- CTR _____
- ENG _____
- LEG 1 _____
- LFM 5 _____ *long list.*
- OPC _____
- ROM _____
- SEC 1 _____

Pet:
DOCUMENT NUMBER-DATE

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WASHINGTON, D.C. 20007-5116
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DOCUMENT NUMBER-DATE
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FPSC-RECORDS/REPORTING

BEFORE THE
FLORIDA PUBLIC SERVICE COMMISSION

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In re: Resolution of petition(s) to establish)	
nondiscriminatory rates, terms, and conditions for)	Docket No. 950985-TP
interconnection involving local exchange companies)	Filed: January 22, 1996
and alternative local exchange companies pursuant to)	
Section 364.162, Florida Statutes)	

**PETITION OF METROPOLITAN FIBER SYSTEMS OF FLORIDA, INC.
FOR SPRINT UNITED/CENTEL INTERCONNECTION
RATES, TERMS, AND CONDITIONS**

Metropolitan Fiber Systems of Florida, Inc., through its undersigned counsel, and pursuant to Florida Administrative Code Rule 25-22.036(7), Section 364.162, Florida Statutes, and the Order Establishing Procedure in this docket, files this Petition for Sprint-United Telephone Company of Florida and Sprint-Central Telephone Company of Florida ("Sprint-United/Centel" collectively) to provide nondiscriminatory interconnection rates, terms, and conditions:

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

00781 JAN 23 1996

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2. The individuals to notify in this proceeding are:

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Statement of Interest and Negotiating History

3. Pursuant to Section 364.162, Florida Statutes, MFS-FL and Sprint-United/Centel have 60 days to negotiate acceptable interconnection rates, terms, and conditions. If negotiations prove unsuccessful after 60 days, either party has the right to file a petition for nondiscriminatory interconnection rates, terms, and conditions. MFS-FL, by letter dated July 19, 1995, initiated negotiations with Sprint-United/Centel. 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 Sprint-United/Centel to provide nondiscriminatory interconnection rates, terms, and conditions.

4. As evidenced by the correspondence attached to the accompanying direct testimony as Exhibit TTD-1, MFS-FL initiated negotiations with Sprint-United/Centel 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).

5. On July 19, 1995, MFS-FL attempted to begin negotiations with Sprint-United/Centel for interconnection arrangements via a three-page letter outlining the proposed interconnection arrangements. Nearly four months later on November 9, 1995, MFS-FL sent Sprint-United/Centel a letter and a detailed 31-page proposed co-carrier agreement in an attempt to simplify the negotiations process for Sprint-United/Centel. MFS-FL received no formal counterproposal from Sprint-United/Centel. On January 3, 1996, MFS-FL mailed another letter to Sprint-United/Centel in one last attempt at receiving a response and beginning private negotiations. On January 5, 1996, Sprint-United/Centel sent correspondence to MFS-FL disputing our status of negotiations. On January 18, 1996, Sprint-United/Centel formally replied to the MFS-FL proposal with a stipulation. (These documents are attached to the accompanying direct testimony as Exhibit TTD-4). However, upon a detailed review by MFS-FL, it became apparent that MFS-FL and Sprint-United/Centel significantly disagree on compensation issues and the stipulation itself lacks details to appropriately address the other issues. On January 19, 1996, MFS-FL sent Sprint-United/Centel a letter to indicate that it was going ahead with its Petition because both companies disagree on the primary issue of compensation as well as other fundamental issues. *See* Exhibit TTD-5, attached to the accompanying direct testimony. MFS-FL indicated its desire to continue discussions to reach an agreement on all or as many issues as possible before the hearings commence in March.

6. MFS-FL cannot unilaterally impose an interconnection agreement upon Sprint-United/Centel, although Sprint-United/Centel's delay in providing a counterproposal has

delayed implementation of competition for local exchange service. However, the Commission can mandate the appropriate interconnection arrangement, in light of Sprint-United/Centel's resistance to private negotiations.

7. MFS-FL is filing two petitions: this Petition for nondiscriminatory interconnection arrangements, and a second petition for the unbundling and resale of certain network features, functions, and capabilities. MFS-FL requests that they be considered on a coordinated procedural schedule. In addition, MFS-FL requests that they be considered on a coordinated procedural schedule with other proceedings for interconnection with and unbundling of the Sprint-United/Centel local exchange network.

Statement of Co-Carrier Arrangements
That MFS-FL Requires to Provide Service as an ALEC

8. In order to provide competitive local exchange service in Florida as an ALEC, MFS-FL requires certain "co-carrier" arrangements, *i.e.*, arrangements that will have to be established to allow MFS-FL and Sprint-United/Centel to deal with each other on a reciprocal, non-discriminatory, and equitable basis. The term "co-carrier" signifies both that the two carriers are providing local exchange service within the same territory, and that the relationship between them is intended to be equal and reciprocal—that is, neither carrier would be treated as subordinate or inferior.

9. 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 the MFS-FL Unbundling Petition; the five remaining co-carrier issues are addressed in this Petition.

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

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

Disputed Issues of Fact

11. MFS-FL has more fully described its positions on the co-carrier issues and its disputed issues of fact with Sprint-United/Centel 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.

12. Meet-point Billing Arrangements, Including Tandem Subtending: MFS-FL has proposed that, in accordance with the Meet-Point Billing and Provisioning Guidelines adopted by the Ordering and Billing Forum, it will interconnect with a Sprint-United/Centel access tandem for the provision of switched access services to interexchange carriers. Except in

instances of capacity limitations, Sprint-United/Centel shall enable MFS-FL to subtend the Sprint-United/Centel access tandem switch(es) nearest to the MFS-FL Rating Point associated with the NPA-NXX(s) to/from which the Switched Access Services are homed. In instances of capacity limitation at a given access tandem switch, MFS-FL shall be allowed to subtend the next-nearest ILEC access tandem switch in which sufficient capacity is available. Billing percentages for jointly provided services will be defined by the meet-points between the two carriers. MFS-FL prefers a single-bill approach for the provision of these services. It is MFS-FL's position, based on its experience in other states, that the carrier providing the end office switching (*i.e.*, MFS-FL) is the carrier that receives the residual interconnection charge ("RIC"). MFS-FL and Sprint-United/Centel have disagreed about who should collect the RIC revenue for meet-point arrangements. (A more comprehensive description of the MFS-FL proposal and differences with Sprint-United/Centel are contained in the MFS-FL testimony.)

13. Reciprocal Traffic Exchange and Reciprocal Compensation. MFS-FL proposes that interconnection be accomplished through interconnection points, with each carrier responsible for providing trunking to the interconnection point for the hand off of combined local and toll traffic and each carrier responsible for completing calls to all end users on their networks. In order to establish interconnection points, carriers would pass both local and toll (intra- and interstate) traffic over a single trunk group, utilizing a percent local utilization ("PLU") factor (similar to the currently utilized percent interstate utilization ("PIU") factor) to provide the proper jurisdictional call types, subject to audit.

14. MFS-FL proposes that, within each LATA, MFS-FL and Sprint-United/Centel would identify a wire center to serve as the Default Network Interconnection Point ("D-NIP")

at which point MFS-FL and Sprint-United/Centel would interconnect their respective networks for inter-operability within that LATA.^{1/} Where MFS-FL and Sprint-United/Centel interconnect at a D-NIP, MFS-FL would have the right to specify any of the following interconnection methods: a) a mid-fiber meet at the D-NIP or other appropriate point near to the D-NIP; b) a digital cross-connection hand-off, DSX panel to DSX panel, where both MFS-FL and Sprint-United/Centel maintain such facilities at the D-NIP; or c) a collocation facility maintained by MFS-FL, Sprint-United/Centel, or by a third party. (See Testimony for further details).

15. In extending network interconnection facilities to the D-NIP, MFS-FL would have the right to extend its own facilities or to lease dark fiber facilities or digital transport facilities from Sprint-United/Centel or a third party, subject to the terms more fully described in the attached direct testimony. Where an interconnection occurs via a collocation facility, no incremental cross-connection charges shall apply for the circuits. Upon reasonable notice, MFS-FL would be permitted to change from one interconnection method to another with no penalty, conversion, or rollover charges.

16. MFS-FL and Sprint-United/Centel disagreed about utilizing MFS-FL's D-NIP architecture versus Sprint-United/Centel's switched access architecture or traffic exchange. was left without even a Sprint-United/Centel counterproposal to begin negotiations.

^{1/} As MFS initiates Exchange Service Operations in additional LATAs, MFS-FL and Sprint-United/Centel will use their best reasonable efforts to define an additional D-NIPs in each new LATA.

17. Reciprocal Compensation. MFS-FL proposed a bill and keep arrangement for several reasons. First and foremost, a switched access proposal would not permit MFS-FL or other ALECs to compete in the local exchange market. As demonstrated in the direct testimony, paying switched access in a flat-rate environment would lead to a price squeeze that would make it impossible for MFS-FL to compete. Bill and keep, by contrast, is the most common current practice in the United States for reciprocal compensation between LECs.

18. MFS-FL had every reason to believe that bill and keep would be a viable, acceptable compensation option due to the enthusiastic reception such a mechanism has received in other states. In October, the Washington Utilities and Transportation Commission (“Washington UTC”) recognized the competitive benefits of mutual traffic exchange and resolved the issue of interim interconnection compensation arrangements by adopting a bill and keep mechanism.^{2/} In its Order, the Washington UTC stated that:

The primary advantage of mutual traffic exchange as a compensation structure is that, in the near term, it provides a simple and reasonable way for two competing companies to interconnect and terminate each other’s calls. Adopting a bill and keep mechanism will let the incumbents and new entrants focus on the technical aspects of efficient interconnection without concerns over costly measurement or accounting

^{2/} *Washington Utilities and Transportation Commission v. U S West Communications, Inc.*, Dkt. No. UT-94164, Fourth Supplemental Order Rejecting Tariff Filings and Ordering Refiling; Granting Complaints, In Part, at p. 29 (released October 31, 1995) [hereinafter *Washington Order*].

procedures....Bill and keep offers the best opportunity to get new entrants up and running, with a minimum disruption to customers and existing companies.^{3/}

Similarly, the Connecticut Department of Utility Control ("Connecticut DPUC") recently rejected the access charge structure of interconnection compensation finding that "the Department is of the opinion that an access charge structure would entail a level of financial responsibility on the part of all participants that is not beneficial to the interests of the State in the development of competition."^{4/} Instead, the Connecticut DPUC adopted an interim bill and keep mechanism for interconnection compensation. In doing so, the Connecticut DPUC recognized that such an arrangement would "adequately promote competition by encouraging prospective participants to enter the market without having to incur significant, and perhaps unnecessary, administrative costs for measuring, billing and collecting traffic at the very critical early stages of market entry."^{5/} In addition, the States of California and Texas recently adopted a bill and keep interim compensation mechanism.^{6/} Bill and keep is the ideal interim

^{3/} *Id.*

^{4/} *DPUC Investigation into the Unbundling of the Southern New England Telephone Company's Local Telecommunications Network*, Dkt. No. 94-10-02, Decision, at p. 69 (released September 22, 1995).

^{5/} *Id.* at p. 71.

^{6/} *Orders Instituting Rulemaking and Investigation on the Commission's Own Motion into Competition for Local Exchange Service*, Dkt. Nos. R. 95-04-043 and I. 95-04-044, Decision No. 95-12-056, at p. 47 (Dec. 22, 1995). *See also, Texas PURA of 1995*, at p. 159.

arrangement until rates can be set at the Long Run Incremental Cost of Sprint-United/Centel interconnection once cost studies have been filed that will provide such cost information.

19. Despite the widespread acceptance of bill and keep and the reasonableness of MFS-FL's position, Sprint-United/Centel and MFS-FL once again failed to come to an agreement on this issue. During the first 18 months of traffic exchange, to assist the Commission, the ALECs and the LECs to determine the most appropriate permanent compensation mechanism, a bill and keep compensation mechanism should be adopted. The Commission should therefore mandate a reasonable interconnection compensation agreement such as mutual traffic exchange.

20. Given the flat-rated local exchange rates of Sprint-United/Centel, payment of switched access would not permit economically viable local exchange competition. As discussed more fully in its Testimony, if MFS-FL must pay switched access rates and compete with Sprint-United/Centel retail rates, the resulting price squeeze would render it impossible for ALECs such as MFS-FL to compete in the Florida local exchange market. Accordingly, any future efforts by Sprint-United/Centel to impose additional costs on ALECs through the imposition of a number of additional charges — switched access interconnection charges, excessively priced unbundled loop charges (special access rates), additional trunking costs, and interim number portability charges, etc. — must not be permitted in the co-carrier arrangements mandated by the Commission.

21. Shared Network Platform Arrangements. In order to interconnect effectively, customers must have access to essential ancillary functions of the network without regard to which carrier provides their dial tone or originates their call. So that Floridians may

experience the full benefits from competition, MFS-FL must be able to provide the full range of local exchange services to its customers and therefore proposes that the following shared platform interconnection arrangements be provided:

A. Interconnection Between MFS-FL and Other Collocated Entities. Sprint-United/Centel should enable MFS-FL to directly interconnect to any other entity which maintains a collocation facility at the same Sprint wire center at which MFS-FL maintains a collocation facility as jointly directed by MFS-FL and the other entity. Such an arrangement reduces unnecessary and duplicative costs and therefore will make local exchange services more affordable for Florida customers.

B. 911 and E-911 systems. See attached direct testimony.

C. Information Services Billing and Collection. MFS-FL should be able to deliver information services traffic originated over its exchange services to information service provided over Sprint-United/Centel's information services platform. To the extent MFS-FL decides to provide a competitive information services platform, Sprint-United/Centel should cooperate with MFS-FL to develop a LATA-wide NXX code(s) which may be used in conjunction with such platform billing. Such an arrangement will encourage rapid, competitive development of new information services for Florida customers at reasonable rates.

D. Directory Listings and Directory Distribution. See attached direct testimony.

E. Directory Assistance. Sprint-United/Centel should include MFS-FL's listings in its Directory Assistance database, provide non-discriminatory MFS-FL branded and

unbranded directory assistance service, and allow MFS-FL to license Sprint-United/Centel's directory assistance database for use in providing directory assistance services. Such an arrangement is necessary if Florida consumers choosing to take advantage of local competition are not to be penalized by Sprint-United/Centel for making that choice.

F. Yellow Page Maintenance. Sprint-United/Centel should work with MFS-FL to ensure that Yellow Page advertisements purchased by customers who switch their service to MFS-FL are maintained without interruption.

G. Transfer of Service Announcement. When end user customers switch local exchange carriers and do not retain their original telephone number, the party formerly providing service should provide a transfer of service announcement on the abandoned telephone number. Sprint-United/Centel currently offers this service for existing customers who leave the Sprint-United/Centel service area. It would be discriminatory for Sprint-United/Centel to refuse to provide such services when customers choose a different local exchange carrier.

H. Coordinated Repair Calls. MFS-FL and Sprint-United/Centel will follow certain procedures for handling misdirected repair calls.

I. Busy Line Verification and Interrupt. *See* attached direct testimony.

J. Information Pages. Sprint-United/Centel should include in the "Information Pages" or comparable section of its White Pages directories for areas serviced by MFS-FL, listings provided by MFS-FL for its installation, repair and customer service, and other information.

K. Operator Reference Database. See attached direct testimony and Proposed Co-Carrier Agreement dated November 9, 1995, attached thereto as Exhibit TTD-2, containing most recent MFS-FL proposed co-carrier terms and conditions.

22. Although MFS-FL was not close to agreement with BellSouth on key co-carrier issues such as reciprocal compensation for terminating access, MFS-FL is amenable to entering into shared platform arrangements with Sprint-United/Centel that are similar to those proposed by Sprint-United/Centel. Significantly, however, MFS-FL cannot agree to the pricing arrangements agreed to in the Stipulation. With the exception of pricing issues, MFS-FL would agree to similar (although not identical) shared platform arrangements for 911/E-911, Directory Listings and Directory Distribution, Busy Line Verification/Emergency Interrupt Services, Number Resource Arrangements, and CCS Interconnection. The Proposed Sprint-United/Centel Stipulation, however, does not address a number of shared platform arrangements necessary to provide customers with seamless local exchange services including: (1) interconnection between MFS-FL and other collocated entities; (2) information services billing and collection; (3) licensing of Sprint's directory assistance database; (4) maintenance of Yellow Page advertisements; (5) transfer of service announcements; (6) coordinated repair calls; (7) information pages; and (8) operator reference database.

Basis for Relief

23. The ultimate facts and law that entitle MFS-FL to the requested relief are as follows: beginning on July 19, 1995, MFS-FL attempted to begin negotiations with Sprint-United/Centel for interconnection arrangements via a three page letter outlining the MFS-FL

proposed interconnection arrangements. *See* Exhibit TTD-1, attached to the accompanying direct testimony.

24. Nearly four months later on November 9, 1995, MFS-FL sent Sprint-United/Centel a letter and a detailed 31-page proposed co-carrier agreement in an attempt to simplify the negotiations process for Sprint-United/Centel. *See* Exhibit TTD-2, attached to the accompanying direct testimony.

25. MFS-FL still received no formal counterproposal from Sprint-United/Centel.

26. On January 3, 1996, MFS-FL mailed another letter to Sprint-United/Centel in one last attempt at receiving a detailed counterproposal. *See* Exhibit TTD-3, attached to the accompanying direct testimony.

27. On January 5, 1996, Sprint-United/Centel sent correspondence to MFS-FL disputing our status of negotiations. On January 18, 1996, Sprint-United/Centel formally replied to the MFS-FL proposal with a stipulation. (These documents are attached to the accompanying direct testimony as Exhibit TTD-4). However, upon a detailed review by MFS-FL, it became apparent that MFS-FL and Sprint-United/Centel significantly disagree on compensation issues and the stipulation itself lacks details to appropriately address the other issues.

28. On January 19, 1996, MFS-FL sent Sprint-United/Centel a letter to indicate that it was going ahead with its Petition because both companies disagree on the primary issue of compensation as well as other fundamental issues. *See* Exhibit TTD-5, attached to the accompanying direct testimony. MFS-FL indicated its desire to continue discussions to reach an agreement on all or as many issues as possible before the hearings commence in March.

29. Pursuant to statute, an ALEC has 60 days to negotiate with a LEC a price for interconnection arrangements. Fla. Stat. § 364.162. If negotiations fail, either party may petition the Commission for nondiscriminatory rates, terms, and conditions of interconnection. Negotiations to yield an interconnection agreement have failed to produce a satisfactory result. MFS-FL is therefore entitled to petition and hereby does petition the Commission for nondiscriminatory rates, terms, and conditions of interconnection.

30. 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 Sprint-United/Centel in order to provide competitive local exchange service to its customers in the territory served by Sprint-United/Centel. Until such arrangements are established, MFS-FL cannot provide such service, nor will the Legislature be able to meet its goal of implementing local exchange competition in Florida. Furthermore, Florida consumers suffer by being forced to continue to purchase local exchange service under the monopoly conditions the Commission intended to eradicate. Therefore, MFS-FL requests the Commission to establish nondiscriminatory interconnection rates, terms, and conditions.


31. The Commission has 120 days from the date of this filing to establish interconnection rates, terms, and conditions, 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 the nondiscriminatory rates, terms, and conditions necessary for interconnection with the Sprint-United/Centel network, including the co-carrier arrangements described in this Petition and the accompanying direct testimony.
2. Grant MFS-FL such other relief as the Commission may deem necessary or appropriate.

Respectfully Submitted,

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Dated: January 19, 1996

**Petition of Metropolitan Fiber Systems of Florida, Inc.
For Sprint-United/Centel Interconnection Rates, Terms, and Conditions
Docket No. 950985-TP
Filed: January 22, 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 a subset of interconnection issues in other states, but MFS-FL has been unable to come to a similar agreement with Sprint-United/Centel.

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

Because Sprint-United/Centel 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 Sprint-United/Centel Interconnection Rates, Terms, and Conditions
Docket No. 950985-TP
Filed: January 22, 1996**

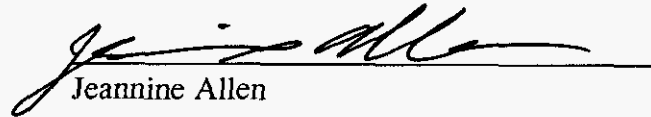
**Metropolitan Fiber Systems of Florida, Inc.
Proposed List of Issues**

1. What are the appropriate rate structures, interconnection rates, or other compensation arrangements for the exchange of local and toll traffic between MFS-FL and Sprint-United/Centel?
2. If the Commission sets rates, terms, and conditions for interconnection between MFS-FL and Sprint-United/Centel, should Sprint-United/Centel tariff the interconnection rate(s) or other arrangements?
3. What are the appropriate technical and financial arrangements which should govern interconnection between MFS-FL and Sprint-United/Centel for the delivery of calls originated and/or terminated from carriers not directly connected to MFS-FL's network?
4. What are the appropriate technical and financial requirements for the exchange of intraLATA 800 traffic which originates from the MFS-FL customer and terminates to an 800 number served by or through Sprint-United/Centel?
5. What are the appropriate technical arrangements for the interconnection of the MFS-FL network to Sprint-United/Centel's 911 provisioning network such that the MFS-FL customers are ensured the same level of 911 service as they would receive as a customer of Sprint-United/Centel?
6. What procedures should be in place for the timely exchange and updating of MFS-FL customer information for inclusion in appropriate E911 databases?
7. What are the appropriate technical and financial requirements for operator handled traffic flowing between MFS-FL and Sprint-United/Centel including busy line verification and emergency interrupt services?
8. What are the appropriate arrangement for the provision of directory assistance services and data between MFS-FL and Sprint-United/Centel?
9. Under what terms and conditions should Sprint-United/Centel be required to list MFS-FL customers in its white and yellow pages directories and to publish and distribute these directories to the customers of MFS-FL?

10. What are the appropriate arrangements for the provision of billing and collection services between MFS-FL and Sprint-United/Centel, including billing and clearing credit card, collect, third party and audiotext calls?
11. What arrangements are necessary to ensure the provision of CLASS/LASS services between MFS-FL's and Sprint-United/Centel's networks?
12. What are the appropriate arrangements for physical interconnection between MFS-FL and Sprint-United/Centel, including trunking and signalling arrangements?
13. To the extent not addressed in the number portability docket, Docket No. 950737-TP, what are the appropriate financial and operational arrangements for interexchange calls terminated to a number that has been "ported" to MFS-FL?
14. What arrangements, if any, are necessary to address other operational issues?

CERTIFICATE OF SERVICE

I, Jeannine Allen, hereby certify that on this 22nd day of January, 1996, copies of the foregoing **Petition of Metropolitan Fiber Systems of Florida, Inc. for Sprint United/Centel Interconnection Rates, Terms, and Conditions**, Florida Public Service Commission Docket No. 950985-TP were sent via Federal Express to the parties on the attached official service list in this docket.


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