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November 5, 1996

BY HAND DELIVERY

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

Re: Docket No. 961230-TP

Dear Ms. Bayo:

Enclosed for filing in the above-styled docket are the original and fifteen (15) copies of Sprint's:

1. Answer and Response to MCI's Petition for Arbitration 11842-96
2. Motion to Dismiss 11843-96
3. Direct Testimony and Exhibits of Michael R. Hunsucker 11844-96
4. Direct Testimony and Exhibits of James D. Dunbar 11845-96
5. Direct Testimony and Exhibits of Randy G. Farrar. 11846-96

We are also submitting the Answer and Response and Motion to Dismiss on a 3.5" high-density diskette generated on a DOS computer in WordPerfect 5.1 format.

Please acknowledge receipt and filing of the above by stamping the duplicate copy of this letter and returning the same to this writer.

Thank you for your assistance in this matter.

Sincerely,


John P. Fons

cc: All Parties of Record

Enclosures

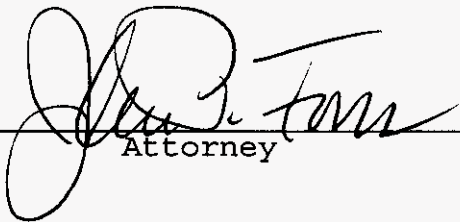
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CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a true and correct copy of the foregoing has been furnished by U. S. Mail or hand delivery (*) this 5th day of November, 1996, to the following:

Martha Brown *
Cochran Keating
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Attorney

BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

ORIGINAL
FILE COPY

In re: Petition by MCI Telecommuni-)
cations Corporation for arbitration) DOCKET NO. 961230-TP
with United Telephone Company of) Filed: November 5, 1996
Florida and Central Telephone Company)
of Florida concerning interconnection)
rates, terms, and conditions,)
pursuant to the Federal Telecommuni-)
cations Act of 1996)
_____)

**SPRINT'S ANSWER AND RESPONSE TO
MCI'S PETITION FOR ARBITRATION**

Pursuant to Section 252(b)(3) of the Communications Act of 1934, as amended by the Telecommunications Act of 1996¹, United Telephone Company of Florida, Inc. and Central Telephone Company of Florida, Inc. (together "Sprint" or the "Companies") answer and respond to MCI's Petition for Arbitration Under the Telecommunications Act of 1996 ("MCI's Petition") filed on October 11, 1996, stating as follows:

I.

Preliminary Matters

1. On August 8, 1996, the Federal Communications Commission ("FCC") issued its First Report and Order and Rules in CC Docket No. 96-98, In re: Implementation of the Local Competition Provisions in the Telecommunications Act of 1996 ("First Report and Order"). Appeals of the First Report and Order were filed by

¹ Telecommunications Act of 1996, Pub. L. No. 104-104, § 101(a), 110 Stat. 56 (to be codified as amended at 47 U.S.C., § 252(b)). The Communications Act of 1934, as amended by the Telecommunications Act of 1996, is referred to herein as the Act.

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numerous parties, including this Commission, to the United States Court of Appeals for the Eighth Circuit ("the Court"). Additionally, several parties, including this Commission, requested a stay of the First Report and Order pending outcome of the appeals. On September 27, 1996, the Court granted a temporary stay of the entire First Report and Order and, following oral argument on October 3, 1996, granted a stay of the operation and effect of the pricing provisions² and the "pick and choose" rules³ contained in the First Report and Order pending the Court's final determination of the appeals. On October 31, 1996, United States Supreme Court Justice Clarence Thomas rejected the FCC's request to lift the stay. However, on November 1, 1996, in response to Air Touch Communications, Inc.'s emergency motion to modify the stay, the Court lifted the stay as to those rules which impact CMRS providers only, i.e., Rules §§ 51.701, 51.703, and 51.717.

2. Several of the issues which MCI contends are still outstanding between it and Sprint would otherwise be determined by the stayed portions of the FCC's First Report and Order, including the appropriate costing methodology (Total Element Long Run Incremental Cost ("TELRIC")) for the pricing of interconnection and unbundled network facilities, the wholesale prices for resold

² The pricing provisions refer to First Report and Order, Appendix B - Final Rules §§51.501-51.515 (inclusive), §§51.601-51.611 (inclusive), §§51.701-51.717 (inclusive) and to the default proxy range for line ports used in the delivery of basic residential and business exchange services established in the FCC's Order on Reconsideration, dated September 27, 1996.

³ The "pick and choose" rule refers to First Report and Order, Appendix B - Final Rules §§51.809.

retail services, and the proxy prices to be used by this Commission until Sprint could submit cost-based prices. MCI is correct that this Commission may, nevertheless, rely on the stayed provisions of the First Report and Order as "non-binding guidelines." The Commission should, therefore, adopt TELRIC-based prices for unbundled network elements and for local interconnection. At the present time Sprint is in the process of concluding the necessary TELRIC studies and will furnish its proposed prices as soon as possible. To the extent Sprint is unable to furnish TELRIC-based prices in this proceeding, it is proposing proxy prices that are more realistic than those included in the FCC's First Report and Order and Rules. With respect to telecommunications services which Sprint will make available for resale, Sprint is furnishing in its testimony its avoided-cost wholesale price methodology for pricing telecommunications services at wholesale.

3. The MCI Petition and its accompanying exhibits and testimony identify a litany of allegedly unresolved issues.⁴

⁴ MCI's Petition incorporates by reference four exhibits, two of which - Exhibits 3 and 4 - are matrices which MCI claims set forth the parties' positions on all of the issues which MCI contends need to be arbitrated. It is difficult to cross reference these two exhibits with the issues identified in the body of MCI's Petition and Direct Testimony to determine whether the issues identified in these two exhibits merely supplement the 13 categories of issues identified in MCI's Petition or whether these two exhibits contain additional issues to which Sprint should respond. Because MCI has introduced this element of confusion and uncertainty, Sprint is taking the position that if there is an issue contained in these two exhibits, which is not addressed in Sprint's Response, Testimony, Exhibits or Motion to Dismiss, MCI should not be entitled to take advantage of Sprint's failure to address that issue. Moreover, Sprint reserves the right to supplement its pleadings and testimony if and when it is determined there are issues in MCI's Petition Exhibits 3 and 4 for which arbitration pursuant to the Act is available and for which a response should be submitted.

However, the level of disagreement alleged by MCI is overstated. In its Petition, MCI fails to mention that Sprint and MCI's affiliate, MCIMetro Access Transmission Services, Inc., have signed an interconnection agreement which resolves several issues. (MCI's Petition, paras. 12 through 18(d)). Additionally, Sprint is willing to provide MCI with many of the items set forth in the MCI Petition and probably agrees with MCI on many of the issues for which MCI requests arbitration. Moreover, the parties are continuing to negotiate many of the unresolved issues and anticipate that by the time this matter is heard by the Commission there will be few issues upon which the Commission will be required to make a decision. Attached to Sprint's Answer and Response is Attachment 1, which is incorporated herein by reference. This attachment, which is based upon the MCI Petition Exhibit 3, addresses each of the issues Sprint believes are currently unresolved, setting forth MCI's position and Sprint's position.

4. As stated in the accompanying Motion to Dismiss, Sprint opposes MCI's request for "Mediation Plus." MCI's request is untimely, will complicate the process for reaching final arbitration on the relevant issues, and would waste the Commission's, the Staff's, and the parties' time, which time would be better spent in negotiating the issues and preparing for hearings.

5. Sprint is also requesting in its Motion to Dismiss that the Commission reject MCI's request for resale of voice mail, inside wire maintenance and calling cards (MCI's Petition, para.

48) on the grounds that these are not "telecommunications services" and are not, therefore, subject to resale pursuant to Section 251(c)(4) of the Act.⁵ Additionally, Sprint is requesting in its Motion to Dismiss that the Commission reject MCI's request for "dim or dark fiber" (MCI's Petition, para. 42) on the grounds that this is not a "network element" as that term is used at Section 251(c)(3) of the Act and defined at Section 3(45) of the Act. Further, Sprint requests in its Motion to Dismiss that the Commission reject any liquidated damages provision proposed by MCI and any issue which is not supported by documentation concerning the unresolved issue.

6. Finally, the MCI Petition raises and discusses the same issues, with minor variations, at least three times; once as an "unresolved issue" (paragraphs 32.a. through m.); then as an "issue to be arbitrated" (paragraphs 33 through 67); and finally as the "request for relief" (paragraph C.1 through C.13). In order to avoid duplicate responses, Sprint will address the particular issues in its response to paragraphs 33 through 67, as well as in its Direct Testimony and Exhibits being filed contemporaneously herewith.

⁵ Sprint is also requesting in its Motion to Dismiss that MCI's request for voice mail, inside wire maintenance and calling cards be dismissed because MCI has offered no supporting testimony on those issues as part of its filing. MCI should not be allowed to supplement its filing on these issues, or on any other issue for which it did not in its initial filing provide testimony, or be allowed to supplement its filing with rebuttal testimony. Otherwise, Sprint will have its due process rights denied. Having failed to provide "all relevant documentation" concerning the unresolved issue, the Commission should conclude that MCI has abandoned these issues.

II.

Responses to Allegations in the MCI Petition

Except as just noted, Sprint responds to all other allegations in the MCI Petition in the following manner:

7. Sprint is without knowledge of the allegations in paragraphs 1 through 3.

8. Sprint admits the allegations in paragraphs 4 through 7.

9. Sprint is without knowledge of the allegations in paragraphs 8 through 11.

10. Sprint admits the allegations in paragraphs 12 through 17.

11. Sprint denies the allegations in the last sentence of paragraph 18(a), as set out more fully in its Motion to Dismiss, and admits the remaining allegations of paragraph 18(a).

12. Sprint denies the allegations in paragraph 18(b), as set out more fully in its Motion to Dismiss.

13. Sprint denies the allegations in the last sentence of paragraph 18(c), as set out more fully in its Motion to Dismiss, and admits the remaining allegations of paragraph 18(c).

14. Sprint admits the allegations in paragraph 18(d), except that Sprint denies that any issues "are candidates for the Mediation Plus arbitration procedure," as set out more fully in its Motion to Dismiss.

15. Sprint denies the allegations in paragraphs 19 through 24, as set out more fully in its Motion to Dismiss.

16. Sprint is without knowledge of the allegations set forth in the first sentence of paragraph 25, and admits the remaining allegations in paragraph 25.

17. Sprint denies the allegations in paragraph 26, as set out more fully in its Motion to Dismiss.

18. Sprint denies the allegations in paragraphs 27 through 30 to the extent those allegations are in conflict with Sprint's position set forth elsewhere herein. This denial and exception also applies to the footnoted material.

19. Sprint is without knowledge of the allegations in paragraph 31.

20. Sprint responds to the allegations in paragraphs 32 and 32.a. through m. in its response to the allegations in paragraphs 34 through 67.

21. Sprint is without knowledge of the allegations in paragraphs 33 and 34.

22. Sprint admits the allegations in paragraphs 35 through 38.

23. Sprint admits that portion of paragraph 39 to the extent it lists the unbundled elements MCI has requested Sprint to provide, but denies that portion of paragraph 39 which reflects MCI's view of the nature of the unresolved issues and its position on those issues.

24. Sprint admits those portions of paragraphs 40 through 45 to the extent they list and describe the nature of the unbundled elements requested by MCI, but deny those portions of paragraphs 40

through 45 which reflect MCI's view of the nature of the unresolved issues and its position on those issues. Furthermore, Sprint denies MCI's characterization in paragraphs 40 through 45 of Sprint's position on the issues and notes that Sprint's view of the nature of the unresolved issues and its position on those issues is contained in the Direct Testimony and Exhibit being filed contemporaneously with this Response. Additionally, Sprint notes that the unbundled element requested by MCI in paragraph 42 is not a network element contemplated by the Act as set out more fully in Sprint's Motion to Dismiss being filed contemporaneously with this Response.

25. Sprint is without knowledge of the allegations in the first paragraph of paragraph 46. Sprint admits that the FCC Competition Rules were issued, but denies any characterization of those Rules in the second paragraph of paragraph 46. The Rules speak for themselves.

26. Sprint denies MCI's characterization of the Act in paragraph 47. Sprint admits MCI's description of TSLRIC in paragraph 47, but denies MCI's characterization in paragraph 47 that TSLRIC is the proper pricing standard under the Act for unbundled network elements. Sprint admits the allegations in paragraph 47 that the FCC Competition Rules adopted a specific TSLRIC methodology, but denies MCI's characterization of those Rules in paragraph 47. Sprint notes that those portions of the FCC Competition Rules relied upon by MCI have been stayed by the Court. Sprint admits the allegation in paragraph 47 that MCI is submitting

a new version of the Hatfield Version 2.2.2, but denies MCI's characterization of that version in paragraph 47.

27. Sprint denies the allegations in paragraph 48, including all subparts, in particular, MCI's characterization of the Act and the FCC Competition Rules as they relate to services that must be made available for resale. Sprint notes that portions of the FCC Competition Rules relied upon by MCI have been stayed by the Court. Sprint also denies MCI's characterization in paragraph 48 of Sprint's position on the issues and notes that Sprint's view of the nature of the unresolved issues and its position on those issues is contained in the Direct Testimony and Exhibits being filed contemporaneously with this Response. Additionally, Sprint notes that voice mail, inside wire maintenance and calling cards requested for resale in paragraph 48 are not "telecommunications services" and are not, therefore, subject to resale, as set out more fully in Sprint's Motion to Dismiss being filed contemporaneously with this Response.

28. Sprint denies the allegations in paragraph 49, including MCI's characterization of the Act and the FCC Competition Rules as they relate to the price for resold services. Sprint notes that portions of the FCC Competition Rules relied upon by MCI have been stayed by the Court. Sprint also denies MCI's characterization in paragraph 49 of Sprint's position on the issues and notes that Sprint's view of the nature of the unresolved issues and its position on those issues is contained in the Direct Testimony and Exhibits being filed contemporaneously with this Response.

29. Sprint denies the allegations in paragraph 50, including MCI's characterization of the Act and the FCC Competition Rules as they relate to the branding of services furnished on behalf of MCI. Sprint also denies MCI's characterization in paragraph 50 of Sprint's position on the issues and notes that Sprint's view of the nature of the unresolved issues and its position on those issues is contained in the Direct Testimony and Exhibits being filed contemporaneously with this Response.

30. Sprint denies the allegations in paragraph 51, including all subparts, in particular, MCI's characterization and application of the FCC Competition Rules as they relate to real-time electronic interfaces. Sprint notes that portions of the FCC Competition Rules relied upon by MCI have been stayed by the Court. Sprint also denies MCI's characterization in paragraph 51 of Sprint's position on the issues and notes Sprint's view of the nature of the unresolved issues and its position on those issues is contained in the Direct Testimony and Exhibits being filed contemporaneously with this Response.

31. Sprint denies the allegations in paragraph 52, including MCI's characterization and application of the FCC Competition Rules as they relate to quality of service standards. Sprint notes that portions of the FCC Competition Rules relied upon by MCI have been stayed by the Court. Sprint also denies MCI's characterization in paragraph 52 of Sprint's position on the issues and notes Sprint's view of the nature of the unresolved issues and its position on

those issues is contained in the Direct Testimony and Exhibits being filed contemporaneously with this Response.

32. Sprint denies the allegations in paragraph 53, including MCI's characterization and application of the Act and the FCC Competition Rules as they relate to transitional rules for interexchange carrier access. Sprint notes that portions of the FCC Competition Rules relied upon by MCI have been stayed by the Court. Sprint also denies MCI's characterization in paragraph 53 of Sprint's position on the issues and notes Sprint's view of the nature of the unresolved issues and its position on those issues is contained in the Direct Testimony and Exhibits being filed contemporaneously with this Response.

33. Sprint denies the allegations in paragraph 54, including MCI's characterization and application of the Act and the FCC Competition Rules as they relate to interim local number portability costs. Sprint also denies MCI's characterization in paragraph 54 of Sprint's position on the issues and notes Sprint's view of the nature of the unresolved issues and its position on those issues is contained in the Direct Testimony and Exhibits being filed contemporaneously with this Response. Sprint also notes that the issue of interim local number portability is the subject of a separate, generic proceeding, Docket No. 950737-TP, and resolution of this issue should be deferred to that proceeding.

34. Sprint admits that paragraph 55 reflects MCI's view of the nature of the unresolved issues and its position on those issues relating to points of interconnection. Sprint, however,

denies MCI's characterization in paragraph 55 of Sprint's position on the issues and notes that Sprint's view of the nature of the unresolved issues and its position on those issues is contained in the Direct Testimony and Exhibits being filed contemporaneously with this Response.

35. Sprint denies the allegations in paragraph 56, including MCI's characterization of the Act and the FCC Competitive Rules as they relate to the rates for transportation and termination of traffic. Sprint notes that the provision of the FCC Competition Rules MCI relies upon in its allegations in paragraph 56 have been stayed by the Court.

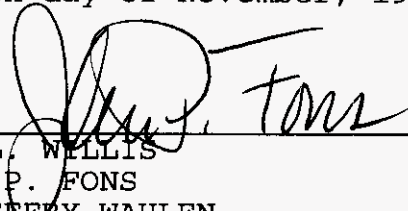
36. Sprint acknowledges that the allegations in paragraphs 57 through 67 appear to be an accurate listing of what MCI has requested from Sprint. Sprint, however, denies the allegations in paragraphs 57 through 67 which reflect MCI's view of the nature of the unresolved issues and its position on those issues. Sprint also denies MCI's characterization in paragraphs 57 through 67 of Sprint's position on the issues and notes that Sprint's view of the nature of the unresolved issues and its position on those issues is contained in the Direct Testimony and Exhibits being filed contemporaneously with this Response. Further, Sprint denies MCI's request for Mediation Plus as set forth in Sprint's Motion to Dismiss being filed contemporaneously with this Response.

37. Sprint admits the allegations in the first paragraph of paragraph 68, but denies the allegations in the second and third paragraphs of paragraph 68.

38. Sprint admits paragraphs A., D. and F. of MCI's Request for Relief, but denies paragraphs B., C. and all subparts of C., and E., as set forth more fully elsewhere in this Response.

39. All other allegations in MCI's Petition that have not been specifically admitted should be deemed denied.

Respectfully submitted this 5th day of November, 1996.



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ATTORNEYS FOR CENTRAL TELEPHONE
COMPANY OF FLORIDA AND UNITED
TELEPHONE COMPANY OF FLORIDA

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a true and correct copy of the foregoing has been furnished by U. S. Mail or hand delivery (*) this 5th day of November, 1996, to the following:

Martha Brown *
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Charlie Pellegrini
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Attorney

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MCI ARBITRATION

Issue	MCI Position	Sprint Position
1. Must Sprint provide dark fiber as an unbundled network element?	MCI requires the ability to obtain and use dark fiber.	Sprint's position is that dark fiber is not an unbundled network element.
2. Must Sprint provide unbundled network elements at TSLRIC?	Sprint must provide unbundled network elements at TSLRIC.	Sprint believes that the FCC's TELRIC methodology is appropriate. TELRIC methodology has been filed in the direct testimony of Randy Farrar.
3. Must Sprint provide unbundled network elements absent Commission approval of TELRIC rates?	MCI wants Sprint to provide unbundled network elements at the FCC proxy rates.	Sprint agrees that proxy rates should be used pending full TELRIC cost studies and approved rates. Enforcement of FCC proxy rates have been stayed. In this proceeding Sprint will introduce its non FCC proxy rates.
4. Should the Hatfield Model, Version 2.2.2, be used to determine TELRIC rates for unbundled network elements?	The Commission should set rates for unbundled network elements using the results of the Hatfield Model, Version 2.2.2.	The Benchmark Cost Model 2 is appropriate and superior to the Hatfield Model, Version 2.2.2, for determining unbundled network loop rates in a manner consistent with the Telecom Act of 1996 and Sprint's proposed TELRIC methodology.

<p>5. Must Sprint offer for resale to MCI at wholesale rates all of Sprint's retail telecommunications services?</p>	<p>MCI says that Sprint should make all retail services available for resale consistent with the requirement of the Act and the FCC competition rules.</p>	<p>Sprint's position is that retail Telecommunications Services should be available to Telecommunications Carriers at wholesale rates consistent with the Act and the FCC Rules. However, Sprint does not agree with MCI's contention that Voice Mail, Inside Wire Maintenance, Lifeline/LinkUP, and Calling Card are Telecommunications Services.</p>
<p style="text-align: center;">Issue</p>	<p style="text-align: center;">MCI Position</p>	<p style="text-align: center;">Sprint Position</p>
<p>6. Must Sprint be prohibited from imposing restrictions on the resale of Sprint services?</p>	<p>Sprint should not impose any restrictions on the resale of its services to MCI.</p>	<p>Sprint will allow the resale of promotions of less than 90 days at retail rates. Promotions greater than 90 days will be resold at wholesale rates. Sprint will not allow cross-class selling (i.e., residence service to business customers).</p>
<p>7. What is the appropriate wholesale rate for Telecommunications Services that are resold?</p>	<p>MCI's position is that until there is a Commission approved avoided cost study and wholesale rates, a default proxy discount of 25% should be applied.</p>	<p>Sprint is filing its avoided cost study in this arbitration proceeding and requests that wholesale rates be approved. Any interim rates should be set at the level contained in this study.</p>
<p>8. Must Sprint brand as "MCI" at every point of customer contact? e.g., operator services, directory services, repair services, intercept tapes, maintenance tickets, "not-at-home" notices, and other documents provided to a customer?</p>	<p>MCI argues that Sprint must brand as "MCI" at every point of customer contact.</p>	<p>a. Sprint will, upon request, brand operator services and DA as "MCI" at MCI's cost and when it's technically feasible to brand for CLECs. b. Sprint will provide installation, maintenance, repair and related documents on an unbranded basis. c. Sprint will not repaint trucks or change employee uniforms.</p>

<p>9. Must Sprint provide real-time electronic interfaces to Sprint's ordering, provisioning, billing and local account maintenance systems as soon as technically feasible or, in compliance with the FCC's Rule (1/1/97)?</p>	<p>MCI believes Sprint must provide real-time electronic interfaces to Sprint's ordering, provisioning, billing and local account maintenance systems as soon as technically feasible or, in compliance with the FCC's Rule (1/1/97).</p>	<p>Sprint agrees that the following real-time electronic interfaces must be provided as an un-bundled network element: preordering, ordering, provisioning, maintenance and repair, and billing. Sprint believes that these real-time electronic interfaces should be provided within 12 months of adoption of industry standard specifications.</p>
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Issue	MCI Position	Sprint Position
10. Must Sprint agree to specific performance criteria and a specific enforcement mechanism?	MCI wants specific performance criteria and wants Sprint to provide service to MCI in a manner at least equal to the quality of service Sprint provides for itself. MCI wants specified damages and credits for failure to perform in accordance with those standards.	Sprint agrees that service must be provided to MCI at parity with Sprint's provision of like services to its customers. Sprint has agreed to provide a credit for the failed service and a waiver of non-recurring charges per any service guarantee programs provided to Sprint customers.
11. Should a state equivalent of the interstate CCC or TIC be imposed for an interim period on CLECs that provide local exchange or exchange access services through unbundled network elements?	MCI does not believe that a transitioned intrastate charge is appropriate or necessary to protect universal service pending the outcome of the FCC's universal service and access reform dockets.	The transitional charge is appropriate and necessary until a state commission eliminates these charges on a statewide, industrywide basis.
12. How should the costs of interim number portability be recovered by Sprint?	MCI proposes cost recovery on a bill and keep type of arrangement such that Sprint recovers its cost from its end users.	Sprint proposes that the costs be shared and to do so will charge MCI a rate equal to Sprint's TSLRIC of providing interim number portability less a 55% discount.
13. Are there restrictions on the type of equipment MCI may collocate in Sprint's Central Offices?	MCI's position is that there can be no restrictions on the type of equipment it may collocate in Sprint's Central Offices.	MCI may not collocate switching equipment or equipment used to provide enhanced services in Sprint's Central Offices per the FCC Rules and Order in CC Docket 96-98.
14. May MCI convert virtual collocations to physical collocation with Sprint bearing the costs of such conversion?	MCI's position is that Sprint should bear the costs of such conversions.	Sprint will bill MCI a charge equal to the difference between virtual and physical collocation application fees plus any costs incurred during the conversion.

Issue	MCI Position	Sprint Position
15. Should the Hatfield Model, Version 2.2.2, be used to determine TELRIC rates for transport and termination?	The Commission should set rates for transport and termination using the results of the Hatfield Model, Version 2.2.2.	Sprint is filing its proposed methodology in this proceeding based on company specific costs.
16. Sprint provides regular recurring reports regarding the capacity status and planned increase in capacity on all Rights of Way (ROW).	MCI believes Sprint is required to provide regular, recurring reports on ROW capacity status and planned increases in capacity in all ROWs.	Sprint will respond to all requests for ROW but will not provide regular, recurring reports on ROW capacity, except to the extent required by law.
17. Can access to ROW be limited?	MCI's position is that access to Sprint owned or controlled ROW cannot be limited to excess capacity.	Sprint can reserve capacity in ROW for up to a 3 year engineering schedule, however, Sprint will allow MCI immediate use of such reserved ROW capacity provided MCI agrees to pay for Sprint's expansion of the facilities if needed within said three year engineering schedule period.
18. Will Sprint provide Engineering records detail?	Sprint must provide engineering records for unbundled facilities.	Sprint will provide non-proprietary records in parity with Sprint's own internal use of such records.
19. Must Sprint make published directories available on a nondiscriminatory basis?	Sprint must allow MCI the right to have customized covers on the Sprint directories distributed to MCI's subscribers.	Sprint's directories are published by Sprint Publishing and Advertising (SPA) and CENDON and issues regarding directories are between MCI and the directory publishers.

Issue	MCI Position	Sprint Position
20. What are the appropriate general contractual terms and conditions that should govern the interconnection agreement (e.g., resolution performance requirements and liability/indemnity)?	MCI believes these items need to be arbitrated because the parties haven't reached agreement on general contractual terms and conditions.	MCI and Sprint have not agreed to each other's proposed contractual terms and conditions. MCI has not provided sufficient specificity to respond any further.

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