



GTE Telephone Operations

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November 13, 1996

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

Re: Docket No. 961173-TP
GTE Florida Incorporated's First Request for Production of Documents
and First Set of Interrogatories to Sprint Communications Company
Limited Partnership

Dear Ms. Bayo:

Please find enclosed for filing an original and fifteen copies of GTE Florida Incorporated's First Request for Production of Documents and First Set of Interrogatories to Sprint Communications Company Limited Partnership.

Service has been made as indicated on the Certificates of Service. If there are any questions regarding this matter, please contact me at (813) 483-2617.

Very truly yours,


Kimberly Caswell

KC:cd
Enclosures

A part of GTE Corporation

*Interrogatories
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CERTIFICATE OF SERVICE

I HEREBY CERTIFY that copies of GTE Florida Incorporated's First Request for Production of Documents and GTE Florida Incorporated's First Set of Interrogatories to Sprint Communications Company Limited Partnership in Docket No. 961173-TP were hand-delivered (*) or sent via overnight mail (**) on November 13, 1996 to the parties listed below.

Monica Barone/Charlie Pellegrini (*)
Division of Legal Services
Florida Public Service Commission
2540 Shumard Oak Boulevard
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Kimberly Caswell

BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

In re: Petition of Sprint Communications) Docket No. 961173-TP
Company Limited Partnership for Arbitration) Filed: November 13, 1996
of Proposed Interconnection Agreement)
with GTE Florida Incorporated Pursuant to)
the Telecommunications Act of 1996)
_____)

**GTE FLORIDA INCORPORATED'S FIRST SET OF INTERROGATORIES
TO SPRINT COMMUNICATIONS COMPANY LIMITED PARTNERSHIP**

GTE Florida Incorporated (GTEFL) requests that Sprint Communications Company Limited Partnership (Sprint) answer the following interrogatories pursuant to Fla. R. Civ. P. 1.340. The interrogatories, attached as Attachment A, are to be answered separately and fully under oath by the responsible individual who is qualified and who is to be identified, in accordance with the definitions and instructions set forth below.

DEFINITIONS AND INSTRUCTIONS

A. In these definitions and instructions, and in this set of interrogatories, the terms "you," "your" and "Company" mean Sprint Communications Company Limited Partnership, including its predecessors, divisions, departments, officers, directors, managers, supervisors, attorneys, consultants, agents, representatives, and all other persons acting for or purporting to act for Sprint.

B. Whenever appropriate in these definitions and instructions, and in this set of interrogatories, "and" as well as "or" shall be construed either disjunctively or conjunctively, "each" shall mean "each and every" and "all" shall mean "any and all" as necessary

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to bring within the scope of these interrogatories any information which might otherwise be construed to be outside their scope.

C. Each interrogatory shall be construed to include any supplemental information, knowledge, or data responsive to these interrogatories that you discover after responding to these interrogatories but before hearing if the answer was incomplete at the time it was made.

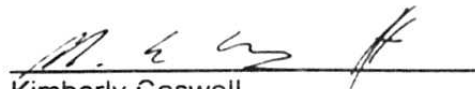
D. With respect to any communication, information or documents otherwise responsive to these interrogatories which you withhold or refuse to divulge on a claim of privilege or work product, provide a statement, signed by an attorney, setting forth as to each such item of information or document:

- (i) The name(s) of the sender(s) of the document;
- (ii) the name(s) of the author(s) of the document;
- (iii) the name(s) of the person(s) to whom copies were sent;
- (iv) the job title(s) of every person(s) named in (i), (ii) and (iii) above;
- (v) the date of the document;
- (vi) the date on which the document was received by each person;
- (vii) a brief description of the nature and subject matter of the document; and
- (viii) the statute, rule or decision which is claimed to give rise to the privilege or immunity.

In the case of any document relating in any way to a meeting or conversation, provide the date and place of such meeting or conversation and a list of the participants.

Respectfully submitted on November 13, 1996.

By:



Kimberly Caswell
Post Office Box 110, FLTC0007
Tampa, Florida 33601
Telephone: 813-228-3094

Attorney for
GTE Florida Incorporated

Attachment A

1. Please describe Sprint's current marketing plans for local exchange service.
2. Please describe in detail Sprint's plans for interconnection with GTE's network and how such plans would be considered technically feasible.
3. Has Sprint entered into arrangements with any ILECs for interconnection that would require modifications to the ILEC's network to facilitate interconnection? To the extent Sprint has entered into such arrangements, please describe in detail arrangements made for the recovery of the ILEC's costs of such modifications.
4. In addition to any arrangements identified in response to item 3, above, has Sprint engaged in any discussions with ILECs regarding modification to the ILEC's network to facilitate interconnection and cost recovery? If so, please describe such discussions in detail.
5. Does Sprint currently receive inter-tandem switching service through interconnection on an ILEC's tandem in a multi-tandem LATA? If the answer is yes, please state the traffic type which Sprint is able to terminate (i.e., local, toll access, etc.).
6. If the answer to 5, above, is yes, has Sprint entered into any arrangements to provide for billing of traffic terminated through inter-tandem switching?
7. In addition to the arrangements identified in response to 5 or 6, above, has Sprint engaged in any discussions with ILECs regarding inter-tandem switching or the billing arrangement for such switching? If the answer is yes, please describe such discussions in detail.
8. Please specifically identify the amount by which Sprint's identified costs for intrastate interLATA long distance transport and intrastate intraLATA long distance transport, respectively, exceed the total service long run incremental cost (TSLRIC) or total element long run incremental cost (TELRIC) of such transport, as reflected in any cost studies prepared by or for Sprint.
9. Does Sprint have any arrangements with ILECs for mutual recovery of costs for transport and termination? If so, please describe any such arrangements.
10. In addition to any arrangements identified in response to item 9, above, has Sprint engaged in any discussions with ILECs regarding mutual recovery of costs for transport and termination? If the answer is yes, please describe such discussions in detail.

11. Does Sprint have any arrangements with ILECs for meet point compensation of switched access revenues? If so, please describe such arrangements.
12. Has Sprint engaged in any discussions with ILECs regarding meet point compensation of switched access service revenue? If the answer is yes, please describe such discussions in detail.
13. Does Sprint anticipate becoming a facilities-based provider of the following services?:
 - a. Class 5 central offices for handling local switching, line side/trunk side connections and interexchange access transport on behalf of other carriers.
 - b. Class 4 tandem office for handling toll switching, interexchange access switching, wireless access switching and trunk side connections.
 - c. Distribution facilities from the end user's network to the Sprint central office or any part of any subpart of the local loop.
 - d. Database and signaling systems.
14. For all responses to 12(a), (b), (c), and (d), above, please state (1) when such construction is projected to begin and (2) in what geographic areas such construction is planned to take place.
15. Please describe in detail Sprint's plans for unbundling of the following network elements, and how such plans would be considered technically feasible:
 - a. Network Interface Device;
 - b. Loops, including, but not limited to, residential, business and coin-operated pay telephone (COPT) loops;
 - c. Ports;
 - d. Local Switching;
 - e. Tandem Switching;
 - f. Asynchronous Transfer Mode (ATM) Switching;
 - g. Packet Switching;
 - h. Database, including, but not limited to, LIDB, Toll Free 800, SCP, AIN and Directory Assistance;
 - i. SS7;
 - j. AIN Services and functions;
 - k. Operator Services;
 - l. Directory Assistance;
 - m. 911 or E911 Service;
 - n. Operations Support Systems;

- o. BLV/BLVI Service; and
 - p. Directory Listings.
- 16. Has Sprint entered into arrangements with any ILECs for unbundling of network elements that would require modifications to the ILEC's network to facilitate unbundling? To the extent Sprint has entered into such arrangements, please describe in detail arrangements made for the recovery of the ILEC's costs of such modifications.
- 17. In addition to any arrangements identified in response to item 16, above, has Sprint engaged in any discussions with ILECs regarding modification to the ILEC's network to facilitate unbundling and cost recovery? If so, please describe such discussions in detail.
- 18. Please describe in detail those services Sprint wishes to purchase from GTE for resale.
- 19. To the extent any of the services identified in response to item 18, above, include operator services or directory assistance services, please describe the reason Sprint has not opted to purchase operator service or directory assistance services on an unbundled basis.
- 20. Please explain when Sprint plans to initiate the following services and in what geographic areas:
 - a. resale of local residential service;
 - b. resale of local business service.
- 21. Does Sprint intend to combine the resale of local service (residential or business) with the sale of any of the following services?:
 - a. long distance intraLATA service;
 - b. long distance interLATA service;
 - c. cellular service;
 - d. paging service;
 - e. Internet access service; or
 - f. video or cable television service.
- 22. As to all affirmative responses to the questions in item 21, above, please state a) when such combined service is anticipated to be offered and b) in what geographic area.
- 23. As to all affirmative responses to the questions in item 21, above, please state whether a) such combined service will be offered at a "packaged" price; that is, one

price for local service plus the additional service(s) or b) each service will be offered individually at its own price.

24. Does Sprint currently offer any telecommunications services for resale?
25. If the answer to item 24 is yes, please explain how such services are priced.
26. Please describe the circumstances under which Sprint would discount the price for telecommunications services at both a) retail and b) wholesale.
27. If there are circumstances under which Sprint would discount the price for telecommunications services identified in response to item 26 (a) or (b) above, please explain how such discount is applied.
28. Please describe in detail Sprint's plans for physical or virtual collocation of equipment on GTE's premises, including identification of those premises at which Sprint wishes to collocate.
29. Please describe in detail the equipment Sprint wishes to physically or virtually collocate on GTE's premises and how the placement of such equipment is necessary to interconnection or access to unbundled network elements.
30. Does Sprint have physical or virtual collocation arrangements with any ILECs?
31. Please identify the ILECs and wire centers where Sprint has agreed with the ILEC that Sprint shall cross-connect with other carriers at the same wire center.
32. In addition to any arrangements identified in response to item 30, above, has Sprint engaged in any discussions with ILECs regarding physical or virtual collocation? If so, please describe such discussions in detail.
33. Does Sprint have any interim or permanent number portability arrangements with ILECs? If the answer is yes, please describe such arrangements.
34. In addition to any arrangement identified in response to item 33, above, has Sprint engaged in any discussions with ILECs regarding interim number portability, permanent number portability, or compensation for either? If the answer is yes, please describe such discussions in detail.
35. Does Sprint have any arrangements with ILECs for the sharing of access revenue as it relates to interim number portability? If the answer is yes, please describe any such arrangements.

36. Please describe in detail Sprint's plan for interconnection with GTE's network and how such plans would be considered technically feasible.
37. Please identify all arrangements between Sprint and any ILECs for the following:
- a. Access to Operations Support Systems (OSS);
 - b. Compensation for such access;
 - c. Implementation of electronic interfaces for such access;
 - d. Primary Interexchange carrier (PIC) changes;
 - e. Quality standards for OSS;
 - f. Branding for repair calls and service technicians;
 - g. Billing for third-party information service calls; and
 - h. Access to customer account information.
38. In addition to any arrangements identified in response to item 37, above, has Sprint engaged in any discussions with ILECs regarding the issues listed at item 37? If so, please describe such discussions in detail.
39. Please identify all electronic interface systems currently used or intended to be used by Sprint for access to operations support systems of other telecommunications carriers.
40. Has Sprint engaged in any discussions with ILECs regarding remedies for failure to meet performance standards? If so, please describe such discussions in detail.
41. Please identify all arrangements between Sprint and any ILECs for access to poles, ducts, conduits and rights of way.
42. With respect to the arrangements identified in response to item 41, a. please describe in detail (1) the definition of rights of way under these arrangements; and (2) the provisions under these arrangements allowing the ILEC to reserve space on its poles and in its conduits for its own future use.
43. In addition to any arrangements identified in response to item 41, above, has Sprint engaged in any discussions with ILECs regarding access to poles, ducts, conduits and rights of way? If so, please describe such discussions in detail.
44. Please describe in detail Sprint's definition of the following terms:
- a. Total Element Long Run Incremental Cost (TELRIC), including all applicable cost principles, inputs and assumptions;
 - b. Total Service Long Run Incremental Cost (TSLRIC), including all applicable cost principles, inputs and assumptions;
 - c. Joint Costs;

- d. Common Costs;
 - e. Avoided Costs.
45. Please identify all services and network elements Sprint currently offers for sale, including but not limited to:
- a. intrastate interLATA telephone service;
 - b. intrastate intraLATA telephone service;
 - c. WATS inbound or outbound services;
 - d. transmission facilities used for interLATA telephone service;
 - e. switching facilities used for interLATA telephone service; and
 - f. any other services offered at retail or wholesale.
46. Please describe in detail how Sprint prices the services identified in response to item 45, above, and specify whether Sprint's price is determined according to Sprint's TSLRIC or TELRIC for the service plus a reasonable allocation of joint and common costs plus a reasonable profit.
47. For each service or network element identified in response to item 45, above, please identify the most recent price Sprint charges for providing or reselling such features, function or services.

Attachment A

GTE'S First Set of Interrogatories to Sprint

1. Please describe in detail Sprint's plans for interconnection with GTE's network and how and why such plans would be considered technically feasible.

2. Does Sprint anticipate becoming a facilities-based provider of the following items?:
 - a. Class 5 central offices for handling local switching, line side/trunk side connections and interexchange access transport on behalf of other carriers.
 - b. Class 4 tandem office for handling toll switching, interexchange access switching, wireless access switching and trunk side connections.
 - c. Distribution facilities from the end user's network to the AT&T central office or any part or any subpart of the local loop.
 - d. Databases and signaling systems.

3. For all responses to 2(a), (b), (c) and (d) above, please state (1) when such construction is projected to begin and (2) in what geographic areas such construction is planned to take place.

4. Please describe in detail Sprint's plans for having GTE unbundle the following network features, and how such plans would be considered technically feasible:
 - a. Network interface device;
 - b. Loops, including, but not limited to, residential, business and coin-operated pay telephone types;

- c. Ports;
- d. Local switching;
- e. Tandem switching;
- f. Asynchronous Transfer Mode (ATM) switching;
- g. Packet switching;
- h. Databases, including, but not limited to, LIDB, toll-free 800, SCP, AIN, and directory assistance;
- i. SS7;
- j. AIN services and functions;
- k. Operator services;
- l. Directory assistance;
- m. 911 or E911 services;
- n. Operations support systems;
- o. BLV/BLVI services;
- p. Directory listings.

5. Please state when Sprint plans to initiate the following services and in what geographic areas:

(a) resale of local residential service; and (b) resale of local business service.

6. Please describe in detail Sprint's plans for physical or virtual collocation of equipment on GTE's premises, including an identification of the types and location of premises at which Sprint wishes to collocate.

7. Please describe in detail the equipment Sprint wishes to physically or virtually collocate on GTE's premises and how the placement of such equipment is necessary to interconnection or access to unbundled network elements.

8. Does Sprint have any interim or permanent number portability arrangements with ILECs? If so, please describe what types of arrangements they are and the compensation methods and rates associated with each type.

9. With respect to any arrangements between Sprint and any ILECs for access to poles, ducts, conduits, and rights of way, please describe in detail (1) the definition of rights of way under each arrangement and (2) the provisions under each arrangement allowing the ILEC to reserve space on its poles and in its conduits for its own future use.