



Susan S. Masterton  
Attorney

ORIGINAL

Law/External Affairs  
Post Office Box 2214  
1313 Blair Stone Road  
Tallahassee, FL 32316-2214  
Mailstop FLTLH00107  
Voice 850 599 1560  
Fax 850 878 0777  
susan.masterton@mail.sprint.com

December 4, 2000

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

RECEIVED-FPSC  
00 DEC -4 PM 4:35  
RECORDS AND  
REPORTING

RE: Docket No. 000828-TP Prehearing Statement of  
Sprint-Florida Incorporated

Dear Ms. Bayo:

Enclosed for filing is the original and fifteen (15) copies of Sprint-Florida Incorporated, Prehearing Statement in Docket No. 000828-TP.

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

Sincerely,

*Susan S. Masterton*

Susan S. Masterton

APP \_\_\_\_\_  
CAF \_\_\_\_\_  
CMP 5 \_\_\_\_\_  
COM \_\_\_\_\_  
CTR \_\_\_\_\_  
HUR \_\_\_\_\_  
LES \_\_\_\_\_  
LPC \_\_\_\_\_  
PFI \_\_\_\_\_  
RDO \_\_\_\_\_  
SEC \_\_\_\_\_  
SPR \_\_\_\_\_  
OTH \_\_\_\_\_

RECEIVED & FILED  
*[Signature]*  
FPSC-BUREAU OF RECORDS

DOCUMENT NUMBER-DATE

15460 DEC-4 8

FPSC-RECORDS/REPORTING

ORIGINAL

BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

In re: Petition of Sprint	)	
Communications Company Limited	)	
Partnership for arbitration of	)	DOCKET NO. 000828-TP
certain unresolved terms and	)	Filed: December 4, 2000
conditions of a proposed renewal	)	
or current interconnection	)	
agreement with BellSouth	)	
Telecommunications, Inc.	)	
_____	)	

PREHEARING STATEMENT OF SPRINT COMMUNICATIONS COMPANY

LIMITED PARTNERSHIP

Pursuant to Order No. PSC-00-1823-PCO-TP, SPRINT COMMUNICATIONS COMPANY LIMITED PARTNERSHIP ("Sprint" or the "Company") files this Prehearing Statement:

A. **WITNESSES:** Sprint proposes to call the following witnesses to offer testimony in this docket:

<b>WITNESS:</b>	<b>ISSUES:</b>
Melissa L. Closz (Direct and Rebuttal)	8, 18, 21, 22, 32 33, 34, & 35
Mark G. Felton (Direct and Rebuttal)	3, 7, 11, & 12
Angela Oliver (Direct and Rebuttal)	9, 28 (a) & 28 (b)
James A. Lenihan (Direct and Rebuttal)	23, 24, 25, 26, & 27

DOCUMENT NUMBER-DATE

15460 DEC-48

FPSC-RECORDS/REPORTING

David T. Rearden 10  
(Direct and Rebuttal)

Michael R. Hunsucker 4 & 6  
(Direct)

Sprint has listed the witnesses for whom Sprint believes testimony will be filed, but reserves the right to supplement that list if necessary.

B. **EXHIBITS:** Sprint has filed no exhibits at this time, but reserves the right to file exhibits if necessary and to introduce exhibits for cross-examination, impeachments, or any other purpose authorized by the applicable Florida Rules of Evidence and Rules of this Commission.

C. **BASIC POSITION:** Sprint's positions on the individually numbered issues in this docket are consistent with the Telecommunications Act of 1996 (the "Act") and the pertinent rulings of the Federal Communications Commission ("FCC") and this Commission. Each of Sprint's positions should be adopted by this Commission.

**D-G. ISSUES AND POSITIONS:**

**Issue A: [LEGAL ISSUE] What is the Commission's jurisdiction in this matter?**

The Commission has jurisdiction over this Petition pursuant to Section 252 of the Act. In Section 252 (b) Congress created an arbitration procedure for requesting telecommunications carriers and ILECs to obtain an interconnection agreement through "compulsory arbitration" by petitioning a "State commission to arbitrate any open issues" unresolved by negotiation under Section 252(a) of the Act. In accordance with these provisions, the Commission has jurisdiction to resolve all of the issues presented to it for arbitration. Section 252 (c) and (e) of the Act set forth the time frames for Commission action and the criteria upon which the Commission's arbitration decision must be based.

**Issue 1: RESOLVED**

**Issue 2: RESOLVED**

**Issue 3: Should BellSouth make its Custom Calling features available for resale on a stand-alone basis?**

Position: Yes. Under Section 251(c) of the Act, BellSouth, as an ILEC, must "offer for resale at wholesale rates any

telecommunications service that the carrier provides at retail to subscribers who are not telecommunications carriers" (emphasis added). Sprint believes that Custom Calling Services are optional telecommunication services that simply provide additional functionality to basic telecommunications services. Sprint requests that the Commission direct BellSouth to make stand-alone Custom Calling Services available to Sprint in a reasonable and non-discriminatory manner.

**Issue 4: Pursuant to Federal Communications Commission ("FCC") Rule 51.315(b), should BellSouth be required to provide Sprint at TELRIC rates combinations of UNEs that BellSouth typically combines for its own retail customers, whether or not the specific UNEs have already been combined for the specific end-user customer in question at the time Sprint places its order?**

A. Position: Yes, BellSouth should be required to provide to Sprint UNEs that are ordinarily combined in BellSouth's network in the manner in which they are typically combined. Sprint requests that the Commission order BellSouth to provide UNE combinations to Sprint that are "ordinarily combined" in BellSouth's network for the provision of a retail service to any customer, subject only to technical feasibility limitations.

**Issue 5: RESOLVED**

**Issue 6: Should BellSouth be required to universally provide access to EELs that it ordinarily and typically combines in its network at UNE rates?**

Position: Yes. BellSouth should be required to universally provide Sprint with access to EELs that BellSouth ordinarily and typically combines in its network.

**Issue 7: In situations where an ALEC's end-user customer is serviced via unbundled switching and is located in density zone 1 in one of the top fifty Metropolitan Statistical Areas ("MSAs") and who currently has three lines or less, adds additional lines, should BellSouth be able to charge market-based rates for all of the customer's lines?**

Position: No. The FCC has not ruled upon the specific situation described above, and in the meantime, it is not appropriate for BellSouth to attempt to implement a more costly pricing structure with regard to Sprint's existing customers whose telecommunications needs grow along with their businesses.

**Issue 8: Should BellSouth be able to designate the network Point of Interconnection ("POI") for delivery of BellSouth's local traffic?**

Position: No. Sprint should have the ability to designate the point of interconnection for both the receipt and delivery of local traffic at any technically feasible location within BellSouth's network. This right includes the right to designate the POI in connection with traffic originating on BellSouth's network.

**Issue 9: Should the parties' Agreement contain language providing Sprint with the ability to transport multi-jurisdictional traffic over a single trunk group, including an access trunk group?**

Position: Yes. It is technically feasible for BellSouth to transport multi-jurisdictional traffic over the same trunk groups, including access trunk groups. BellSouth has the technical ability to combine multiple jurisdictions of traffic on the same trunk circuits over the same transport facilities. Sprint has in place an efficient trunking network interconnected to BellSouth's end offices and tandems. Sprint should have the opportunity to operate a network architecture similar to BellSouth and not be forced into deploying a dedicated overlay network for local traffic. Further, Sprint requests the flexibility to route local (00-) traffic over new and existing access trunk groups.

**Issue 10: Should Internet Service Provider ("ISP")-bound traffic be treated as local traffic for the purposes of reciprocal compensation in the new Sprint/BellSouth interconnection agreement, or should it be otherwise compensated?**

Position: Yes. ISP traffic is local in nature and should be treated as local traffic (i.e., included in the definition of "local traffic") for purposes of reciprocal compensation under the Agreement.

**Issue 11: Where Sprint's switch serves a geographic area comparable to the area served by BellSouth's tandem switch, should the tandem interconnection rate apply to local traffic terminated to Sprint?**

Position: Yes. Where Sprint's local switch covers a comparable geographic area to the area serviced by BellSouth's tandem, Sprint is permitted under FCC Rule 711(a)(3) to charge BellSouth the tandem interconnection rate. The appropriate test is "comparable geographic area" only; the relevant FCC rule says nothing about the 'functionality' of the switch. Further, Sprint should be allowed to self-certify that its switch in question serves a comparable geographic area, and BellSouth should be allowed to contest the self-certification on an exception basis.

**Issue 12: Should voice-over-Internet ("IP telephony") traffic be included in the definition of "Switched Access Traffic?"**

Position: No. Sprint requests that until the FCC has made a definitive decision regarding the regulatory treatment of IP telephony, the parties' interconnection Agreement should remain silent on this issue.

**Issue 13: RESOLVED**

**Issue 14: RESOLVED**

**Issue 15: RESOLVED**

**Issue 16: RESOLVED**

**Issue 17: RESOLVED**



**Issue 18: Should Sprint and BellSouth have the ability to negotiate a demarcation point different from Sprint's collocation space, up to and including the conventional distribution frame?**

Position: Yes. Sprint believes that the parties should have the ability to negotiate a demarcation point different from the perimeter of Sprint's collocation space, up to and including the conventional distribution frame.

**Issue 19: RESOLVED**

**Issue 20: RESOLVED**

**Issue 21: Under what conditions, if any, should Sprint be permitted to convert in place when transitioning from a virtual collocation arrangement to a cageless physical collocation arrangement?**

Position: Sprint will abide by the Commission's determinations with respect to the conversion of virtual collocation arrangements to cageless physical collocation arrangements. Since the parties have not yet had the chance to discuss conforming contract language, Sprint reserves the right to submit supplemental testimony on this issue if the parties are unable to agree on contract language that conforms to the Commission's Orders.

**Issue 22: Should Sprint be required to pay the entire cost of make-ready work prior to BellSouth's satisfactory completion of the work?**

Position: No. It is customary in situations involving construction-related work for payment or a portion thereof, to

be due upon satisfactory completion of the work. Sprint requests that the Commission adopt Sprint's proposed language, wherein Sprint commits to pay for half of the estimated costs in advance and the remainder upon completion of the work to Sprint's satisfaction.

**Issue 23: Should the Agreement contain a provision stating that if BellSouth has provided its affiliate preferential treatment for products or services as compared to the provision of those same products or services to Sprint, then the applicable standard (i.e., benchmark or parity) will be replaced for that month with the level of service provided to the BellSouth affiliate?**

Position: Yes. It is appropriate to require BellSouth to provide to Sprint the identical standard of service that it provides to: a) its affiliate; or b) its retail end-user, whichever level of service is better.

**Issue 24: What is the appropriate level of geographic disaggregation for performance measurement reporting to Sprint?**

Position: Meaningful disaggregation of performance measurements data is critical for Sprint to evaluate whether BellSouth is providing nondiscriminatory interconnection and access to UNEs. The more measurements are lumped together, the more difficult it is to make informed determinations. Accordingly, BellSouth should disaggregate its measurement data consistent with the manner in which it geographically disaggregates its other external or internal performance-related reports. If no such

smaller unit of geographic disaggregation is utilized in Florida, BellSouth should disaggregate data on the MSA level.

**Issue 25: What performance measurement audit provision(s) should be included in the Agreement?**

Position: Sprint's proposes an initial comprehensive audit, and up to three "mini-audits" per year so that Sprint can accurately verify whether BellSouth is providing nondiscriminatory interconnection and access to unbundled network elements.

**Issue 26: Should the availability of BellSouth's VSEEM III remedies proposal to Sprint, and the effective date of VSEEM III, be tied to the date that BellSouth receives interLATA authority in Florida?**

Position: No. The Commission should summarily reject BellSouth's attempt to link interLATA relief with the availability of appropriate remedies to Sprint for poor performance. The Commission should require BellSouth to make VSEEM III available to Sprint upon the adoption of the arbitrated Agreement between the parties, irregardless of the date that BellSouth receives interLATA authority in Florida.

**Issue 27: Should BellSouth be required to apply a statistical methodology to the SQM performance measures provided to Sprint?**

Position: Yes. Without the application of a statistical methodology to the SQM set of measures, Sprint will have no way to accurately determine whether there are statistically

significant differences between BellSouth's performance when provisioning service to its own retail customers and affiliates and its performance to Sprint.

**Issue 28a: Should BellSouth be required to provide Sprint with two-way trunks upon request?**

Position: Yes. BellSouth should provide two-way interconnection trunking upon Sprint's request, subject only to technical feasibility. The provision of two-way trunking should not be subject to whether or not BellSouth agrees to provide such trunking. Two-way trunking in the context of the parties' interconnection agreement includes "two-way" trunking and "SuperGroup" interconnection trunking.

**Issue 28b: Should BellSouth be required to use those two-way trunks for BellSouth originated traffic?**

Position: Yes. If BellSouth refuses to use two-way trunks, the trunks cease to be two-way trunks. This effectively denies Sprint the opportunity to use two-way trunks and eliminates the efficiencies that were intended and are inherent in two-way trunking arrangements. Accordingly, BellSouth should be required to use two-way trunks, when provided, for BellSouth's originated traffic.

**Issue 29: Should BellSouth be allowed to designate a virtual point of interconnection in a BellSouth local calling area to which Sprint has assigned a Sprint NPA/NXX? If so, who pays for the transport and multiplexing, if any, between BellSouth's virtual point of interconnection and Sprint's point of interconnection?**

Position: ALECs, have the right to establish network POIs for the exchange of traffic with the ILEC. The same rights are not extended to ILECs for the delivery of their local traffic to competing carriers. BellSouth does not have the right to designate POIs, or as BellSouth may call them, VPOIs, for delivery of their local traffic to Sprint. FCC Rule 51.703(b) clearly states that "A LEC may not assess charges on any other telecommunications carrier for local telecommunications traffic that originates on the LEC's network." BellSouth, in reality, is attempting to shift costs to Sprint by proposing that Sprint pay to transport BellSouth-originated calls to the POI. the Commission should reject the "Virtual Point of Interconnection" plan developed and proposed by BellSouth.

**Issue 30: RESOLVED.**

**Issue 31: RESOLVED**

**Issue 32: Upon denial of a Sprint request for physical collocation, what justification, if any, should BellSouth be required to provide to Sprint for space that BellSouth has reserved for itself or its affiliates at the requested premises?**

Position: Upon denial of a Sprint request for physical collocation, BellSouth should provide justification for the reserved space based on a demand and facility forecast which

includes, but is not limited to, three to five years of historical data and forecasted growth, in twelve month increments, by functional type of equipment (e.g., switching, transmission, power, etc.). Such information would be subject to appropriate proprietary protections.

**Issue 33: In the event that obsolete unused equipment is removed from a BellSouth premises, who should bear the cost of such removal?**

Position: Any obsolete unused equipment that is removed from a BellSouth premise should be removed at BellSouth's cost.

**Issue 34: Upon denial of a Sprint request for physical collocation, and prior to the walkthrough, should BellSouth be required to provide full-sized (e.g., 24-inch x 36-inch) engineering floor plans and engineering forecasts for the premises in question?**

Position: Yes, it is essential that Sprint be able to review the full-sized detailed engineering floor plans and engineering forecasts prior to the central office tour in order to make the walk-through a meaningful informational experience. Because of the intricate detail included in these floor plans, the availability of smaller-sized, nearly impossible-to-read floor plans is of little practical value to Sprint personnel.

**Issue 35: What rate(s) should BellSouth be allowed to charge for collocation space preparation?**

Position: BellSouth has recently proposed "standardized" rates for collocation space preparation. Sprint is willing to accept these rates for the parties' "renewal" interconnection agreement, subject to true-up based upon a Commission cost docket review. In the alternative, the provision in the parties' current interconnection agreement for space preparation fees to be charged on an Individual Case Basis (ICB) should be adopted.

H. **STIPULATIONS:** Sprint understands that issues 1, 2, 5, 13, 14, 15, 16, 17, 19, 20, 30 and 31 have been resolved. If this understanding is incorrect, Sprint reserves the right to request permission from the Commission to amend this Prehearing Statement to include these issues.

I. **PENDING MOTIONS:** The Company is not aware of any pending motions at this time.

**J. COMPLIANCE WITH ORDER ON PREHEARING PROCEDURE:** The Company does not know of any requirement of the Order on Prehearing Procedure with which it cannot comply.

**K. DECISIONS THAT MAY IMPACT COMMISSION'S RESOLUTION OF ISSUES:** 1) The FCC's pending docket on ISP reciprocal compensation, *In the Matter of Implementation of the Local Competition Provisions in the Telecommunications Act of 1996, Intercarrier Compensation for ISP-Bound Traffic*, CC Docket Nos. 96-98, 99-68. In March, 2000, the D.C. Circuit vacated and remanded the FCC's prior determination in this docket that ISP-bound traffic is jurisdictionally mixed and appears to be largely interstate. See Bell Atlantic Telephone Cos. v. FCC, 206 F.3d 1 (D.C. Cir., March 24, 2000).

2) Several parties have requested that the Supreme Court take *certiorari* on the 8th Circuit's 7/18/00 Iowa Utilities Bd. v. FCC, 219 F.3d 744 (8th Cir., July 18, 2000). decision that concerns issues dealing with UNE combinations, EELs and the TELRIC pricing standard in general. the Supreme Court has not yet granted *certiorari*.



DATED this 4th day of December, 2000.

*Susan S. Masterton*

SUSAN S. MASTERTON  
P.O. Box 2214  
Tallahassee, FL 32316-2214  
(850) 59-1560

AND

J. JEFFRY WAHLEN  
Ausley & McMullen  
Post Office Box 391  
Tallahassee, Florida 32302  
(850) 224-9115

ATTORNEYS FOR SPRINT  
COMMUNICATIONS COMPANY  
LIMITED PARTNERSHIP

CERTIFICATE OF SERVICE

DOCKET NO. 000828-TP

I hereby certify that U.S. Mail or hand-delivery served a true and correct copy of the foregoing this 4th day of December, 2000 to the following:

Nancy B. White  
C/o Nancy H. Sims  
BellSouth Telecommunications, Inc.  
150 S. Monroe Street, Suite 4000  
Tallahassee, Florida 32301-1556

Tim Vaccaro  
Division of Legal Services  
Florida Public Service Commission  
2540 Shumard Oak Boulevard  
Tallahassee, Florida 32399-0850



Susan S. Masterton  
Susan S. Masterton