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From:

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Sent:

Monday, April 04, 2005 12:46 PM

To:

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Cc:

Susan Masterton

Subject:

041464-TP Sprint's Proposed Issues

Attachments: 041464 Sprints Proposed Issues.doc

Filed on behalf of:

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Attorney

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Docket No. 041464-TP

Title of filing: Sprint's Proposed Issues

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FPSC-COMMISSION CLERK

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April 4, 2005

Ms. Blanca S. Bayó, Director Division of the Commission Clerk & Administrative Services Florida Public Service Commission 2540 Shumard Oak Boulevard Tallahassee, FL 32399-0850

Re: Docket No. 041464-TP

Dear Ms. Bayó:

Enclosed for filing on behalf of Sprint-Florida, Incorporated is Sprint's Proposed Issues.

Copies are being served on the parties in this docket pursuant to the attached certificate of service.

If you have any questions regarding this electronic filing, please do not hesitate to call me at 850-599-1560.

Sincerely,

S/ Susan S. Masterton

Susan S. Masterton

Enclosure

CERTIFICATE OF SERVICE DOCKET NO. 041464-TP

I HEREBY CERTIFY that a true and correct copy of the foregoing was served by electronic mail on the 1st day of April, 2005 to the following:

Kira Scott Florida Public Service Commission 2540 Shumard Oak Blvd. Tallahassee, FL 32399-0850

David Dowdes Florida Public Service Commission 2540 Shumard Oak Blvd. Tallahassee, FL 32399-0850

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S/ Susan S. Masterton

Susan S. Masterton



Docket No. 041464-TP Sprint's Proposed Issues

Sprint understands that the following issues from Attachment A to FDN's Response to Sprint's Petition have been closed: 3, 4, 5, 7, 8, 12, 17, 24-28, 33-37, 42 and 55

- 1. Should the following terms be defined in the agreement? If so, how should they be defined?
 - (a) "Business Days"
 - (b) "Collocation space"
 - (c) "High Frequency Portion of the Local Loop"
 - (d) "Local Loop"
 - (e) "Local Traffic"
 - (f) "Parties"
 - (g) "Reverse Collocation"
 - (h) "Virtual Point of Interconnection"
- 2. What language should be included in the agreement to address "change in law"?
- 3. What is the appropriate term of the Agreement?
- 4. Should the Agreement take effect if FDN has outstanding amounts due to Sprint?
- 5. Should the Agreement be terminated as to specific exchanges if Sprint sells the assets used to provide services in those exchanges?
- 6. Can either party request negotiations for a new agreement under Sections 251 and 252 of the Act?
- 7. What are the appropriate terms for services after the Agreement's End Date?
- 8. What terms and conditions apply to billing and payment for charges incurred under the Agreement?
- 9. What terms should apply to publicity referring to either of the parties or its affiliates?
- 10. What terms should apply to assignment of the Agreement?
- 11. Should notices sent via certified mail with return receipt requested be effective when sent or when received?
- 12. What are the terms and conditions applicable to the use and reassignment of Sprint's facilities when a new order is submitted?

03282 APR-48

- 13. What are the terms applicable to the resale of Contract Service Arrangements, Special Arrangements, or Individual Case Basis arrangements?
- 14. What are the appropriate terms and conditions for Unbundled Network Elements and related services?
 - (a) What terms and conditions should be included to reflect the FCC's TRO and TRRO decisions?
 - (b) Is Sprint obligated to provide LIDB and AIN platform and databases as unbundled network elements under 251 and FCC rules?
 - (c) Is Sprint obligated to provide access to other companies' CNAM databases as unbundled network elements under 251 and FCC rules?
 - (d) Must Sprint, at FDN's request, Sprint combine and provide individual network elements that are combined in Sprint's network.
 - (e) Should distinct obligations for providing UNEs for E911/911 services be included in the Agreement?
 - (f) What are the appropriate rates for unbundled network elements and related services provided under the Agreement?
- 15. What terms should apply to establishing Points of Interconnection (POIs)?
- 16. What are the party's obligations regarding interconnection facilities?
- 17. What are the appropriate terms for transport and termination compensation?
 - (a) for local traffic
 - (b) for non-local traffic
 - (c) for ISP-bound traffic
- 18. What are the appropriate terms for compensation and costs of calls terminated to end users physically located outside the local calling area in which their NPA/NXXs are homed (Virtual NXXs)?
- 19. What are the appropriate terms for compensation and costs of calls that are transmitted, in whole or in part, via the public Internet or a private IP network (VoIP)?
- 20. What are each party's obligations for identifying and reporting its Percent Local Usage factor, and how shall billing be adjusted for a change in factors?
- 21. What are each party's obligations for transmitting the calling party number (CPN) for each call being terminated on the other's network?
- 22. What are the appropriate terms regarding compensation for shared interconnection facilities?
- 23. What are the appropriate terms regarding trunk forecasting?

- 24. What are the appropriate terms, conditions and compensation for transit traffic?
- 25. What are the appropriate terms, conditions and compensation for Indirect Traffic?
- 26. Under what circumstances may Sprint decline to port a telephone number?
- 27. What terms and costs should apply to a request made by FDN to coordinate conversions after normal working hours, or on Saturdays or Sundays or Sprint holidays?
- 28. Within how many days must FDN pay Sprint's bills?
- 29. For what billing records may a Party charge the other?
- 30. What are the appropriate terms and conditions for collocation?