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ATTORNEY-AT-LAW  
(NOT ADMITTED IN D.C.)

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August 22, 1996

**Via Federal Express**

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

960838-TP

Re: MFS Communications Company, Inc.'s Proposed List of Issues to be Resolved

Dear Mrs. Bayo:

Enclosed for filing please find an original and 15 copies of the above MFS Communications Company, Inc.'s Proposed List of Issues to be Resolved. Please date stamp the extra copy and return the same in the enclosed self-addressed envelope.

Please note that the attached pleading was sent by telecopier to Mr. Billmeier, Mr. Johns, and Mr. Fons on August 19, 1996, in anticipation of the staff meeting on these issues on August 20. This filing is simply to put this pleading on the record.

Also enclosed is a computer disk formatted in WordPerfect 6.1 for Windows containing the document.

If there are any questions concerning this matter, please contact me.

Sincerely,

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*Lawrence R. Freedman*  
Lawrence R. Freedman

cc: Andrew D. Lipman, Esq.  
John P. Fons, Esq. (via Federal Express)  
Michael Billmeier, Esq. (via Federal Express)

- ACK
- AFA \_\_\_\_\_
- APP \_\_\_\_\_
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- CTR \_\_\_\_\_
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## BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

|  |   |                        |
|--|---|------------------------|
| In Re: Petition by MFS COMMUNICATIONS        | ) |                        |
| COMPANY, INC. for arbitration of certain     | ) | Docket No. 960838-TP   |
| terms and conditions of a proposed agreement | ) |                        |
| with SPRINT UNITED-CENDEL OF FLORIDA,        | ) | Filed: August __, 1996 |
| INC. concerning interconnection and resale   | ) |                        |
| under the Telecommunications Act of 1996     | ) |                        |
|  | ) |                        |

**MFS COMMUNICATIONS COMPANY, INC.'S  
PROPOSED LIST OF ISSUES TO BE RESOLVED**

MFS Communications Company, Inc. ("MFS"), by and through its undersigned counsel, hereby submits, pursuant to the Florida Public Service Commission's (the "Commission") Initial Order Establishing Procedure, its Proposed List of Issues to be Resolved in its Petition for Arbitration Pursuant to 47 U.S.C. § 252(b) of Interconnection Rates, Terms and Conditions (the "Petition") with Sprint United-Centel of Florida, Inc. ("Sprint").

MFS and Sprint have not reached final agreement as to the rates, terms or conditions for any of the requisite provisions of a comprehensive interconnection agreement. As stated in MFS' original Petition, "This petition contains a summary of the issues and the elements of MFS' position with respect to these issues; however, in the event of any ambiguity or conflict, the Comprehensive Interconnection Agreement [proposed by MFS and attached to the Petition] ("CIA") and the Testimony will govern. MFS' overall position is that the [CIA] is fair, reasonable, and in accordance with applicable Commission precedent, Florida law, and the provisions of the 1996 Act and, therefore, ought to be adopted as the agreement between the

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parties." Petition at 5-6. Accordingly, MFS seeks arbitration of the following question with respect to each of the terms of MFS' proposed CIA:

"Should MFS' proposed CIA, with respect to the rates, terms, and conditions of a comprehensive interconnection agreement, as summarized below by reference to the subsections of the CIA<sup>1</sup>, be adopted by the Commission, acting as arbitrator, as part of an arbitrated agreement, in light of the Telecommunications Act of 1996, and the FCC's Orders thereunder, and, if not, what such rates, terms, or conditions should be adopted in the arbitration with respect to each of these points?"

1. Definitions (Sec. 1.0)
2. Interpretation and Construction (Sec. 2.0)
3. Implementation Schedule and Interconnection Activation Dates (Sec. 3.0)
4. Network Interconnection Pursuant to Section 251(c)(2) (Sec. 4.0)
  - a. Scope
  - b. Physical Architecture
  - c. Interim Alternative Physical Architecture
  - d. Technical Specifications
  - e. Interconnection in Additional LATAs
5. Transmission and Routing of Telephone Exchange Service Traffic Pursuant to Section 251(c)(2) (Sec. 5.0)
  - a. Scope
  - b. Trunk Connectivity
  - c. Trunk Group Architecture and Traffic Routing
  - d. Interim Use of 1-Way Trunks
  - e. Signaling
  - f. Grades of Service
  - g. Measurement and Billing
  - h. Reciprocal Compensation Arrangements

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<sup>1</sup> The section references below are for ease of reference; the issues specifically for resolution are whether the precise language in each of these sections will be adopted as part of the final arbitrated comprehensive interconnection agreement.

6. Transmission and Routing of Exchange Access Traffic Pursuant to 251(c)(2) (Sec. 6.0)
  - a. Scope
  - b. Trunk Group Architecture and Traffic Routing
  - c. Meet-Point Billing Arrangements
7. Transport and Termination of Other Types of Traffic (Sec. 7.0)
  - a. Information Services Traffic
  - b. BLV/BLVI Traffic
  - c. Transit Function
8. Joint Grooming Plan and Installation, Maintenance, Testing and Repair (Sec. 8.0)
  - a. Joint Grooming Plan
  - b. Installation Maintenance, Testing and Repair
9. Unbundled Access--Section 251(c)(3) and 271 (Sec. 9.0)
  - a. Local Loop Transmission Types
  - b. Port Types
  - c. Private Lines and Special Access
  - d. Limitations on Unbundled Access
  - e. Provisioning of Unbundled Loops
  - f. Pricing Provisions
  - g. Requests for Further Unbundled Access Elements
  - h. Unbundled Element Interconnection and Maintenance
  - i. Unbundled Local Transport--Section 271
10. Resale of Sprint Local Exchange Services--Sections 251(c)(4) and 251(b)(1) (Sec. 10.0)
  - a. Availability of Services
  - b. Resale Agreement Amendment
  - c. Availability of Wholesale Prices
11. Notice of Changes -- Section 251(c)(5) (Sec. 11.0)
12. Collocation -- Section 251(c)(6) (Sec. 12.0)
  - a. Physical Collocation

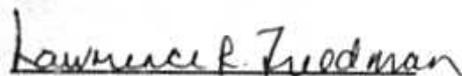
- b. Physical or Virtual Collocation Option
  - c. Virtual Collocation Initially Configured for Physical
  - d. Virtual Collocation Initially Configured for Virtual
  - e. Transport for Collocation
  - f. Cross Connection
13. Number Portability -- Section 251(b)(2) (Sec. 13.0)
- a. Scope
  - b. Procedures for Providing Interim Number Portability
  - c. Migration to Permanent Number Portability
  - d. Coordination of Number Portability with Unbundled Elements
  - e. Cost Recovery of Number Portability
  - f. Letters of Authority
  - g. Ordering Formats/Specifications
  - h. Potential LIDB Agreement
  - i. procedures for Providing INP Through NXX Migration
14. Dialing and Number Resources, Rate Centers, and Rating Points (Sec. 14.0)
- a. Dialing Parity -- Section 251(b)(3)
  - b. Numbering, Rate Centers, and Rating Points
15. Access to Rights-of-Way -- Section 251(b)(4) (Sec. 15.0)
16. Database Access -- Section 271 (Sec. 16.0)
17. Coordinated Service Arrangements (Sec. 17.0)
- a. Intercept and Referral Announcements
  - b. Coordinated Repair Calls
18. 911/E911 Arrangements -- Section 271 (Sec. 18.0)
- a. Scope
  - b. Path and Route Diverse Interconnection
  - c. 911 and MSAG Updates
  - d. Interconnection Integrity
  - e. Coordination with PSAPs
  - f. Cost Recovery
19. Directory Services Arrangements -- Section 271 (Sec. 19.0)

- a. Scope
  - b. Directory Listings and Directory Distribution
  - c. Directory Assistance (DA)
  - d. Yellow Page Maintenance
  - e. Information (Call Guide) Pages
  - f. Emergency Contact List
20. General Responsibilities of the Parties (Sec. 20.0)
- a. Compliance with Implementation Schedule
  - b. Exchange of Information for Network Integrity
  - c. Exchange of Traffic Forecasts
  - d. Binding Traffic Forecasts
  - e. Responsibilities to Provide Network Facilities
  - f. Use of Service
  - g. Responsibility for Customer Services
  - h. Cooperate to minimize Fraud
  - i. Responsibility to Administer NXX Codes
  - j. Responsibility to Obtain LERG Listings
  - k. Updates to LERG
  - l. Programming and Updating of Switches
  - m. Insurance Coverage
  - n. Tariff and Contract Liability Protection
  - o. Non-Discriminatory Treatment
  - p. Prompt Exchange of Billing Records
  - q. Review of Engineering Information
  - r. Rearrangement of Initial Network Configuration
  - s. Use of Industry-Accepted Ordering Formats/Specifications
  - t. Use of Industry-Accepted Billing Formats/Specifications
  - u. Network maintenance and Management
21. Term and Termination (Sec. 21.0)
- a. Initial Term
  - b. Termination
  - c. Termination of Agreement After Automatic Renewal
  - d. Obligations Upon Termination or Expiration
  - e. Remedy
22. Installation (Sec. 22.0)
23. Stipulated Damages for Specified Activities (Sec. 23.0)

- a. Certain Definitions
  - b. Specified performance Breach
  - c. Stipulated Damages
  - d. Limitations
  - e. Records
24. Section 252(1) Obligations (Sec. 24.0)
25. Cancellation, Conversion, Roll-Over Charges (Sec. 25.0)
26. Severability (Sec. 26.0)
27. Force Majeure (Sec. 27.0)
28. Limitation of Liability (Sec. 28.0)
- a. Liability for Direct Damages
  - b. Losses Alleged or Made by Customer
  - c. No Liability for Indirect Damages
29. Assignment (Sec. 29.0)
30. Disputed Amounts (Sec. 30.0)
- a. Notice
  - b. Settlement Negotiations
  - c. Legal/Regulatory Remedies
  - d. Confidential Treatment of Settlement Negotiations
  - e. Interest Accrued on Undisputed Amounts
31. Non-Disclosure (Sec. 31.0)
- a. Identification of Information
  - b. Return of Information
  - c. Protection of Information
  - d. Excluded Information
  - e. Effective Date
32. Cancellation (Sec. 32.0)
33. Dispute Resolution (Sec. 33.0)
34. Notices (Sect. 34.0)

- 35. Liability and Indemnity (Sec. 35.0)
  - a. Indemnification
  - b. Disclaimer
  
- 36. Miscellaneous (Sec. 36.0)
  - a. Amendments
  - b. Authority
  - c. Binding Effect
  - d. Compliance with Laws and Regulations
  - e. Consent
  - f. Entire Agreement
  - g. Expenses
  - h. Governing Law
  - i. Headings
  - j. independent Contractor Relationship
  - k. Multiple Counterparts
  - l. no Offer
  - m. Publicity
  - n. Subcontractors
  - o. Regulatory Approval
  - p. Trademarks and Trade Names
  - q. Taxes

Respectfully submitted,



Andrew D. Lipman

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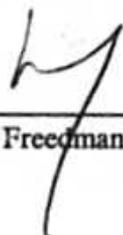
Dated: August 19, 1996

## CERTIFICATE OF SERVICE

I hereby certify that on this 19th day of August, 1996, a copy of the foregoing MFS Communications Company, Inc.'s Proposed List of Issues to be Resolved was served via telecopier to:

John P. Fons, Esq.  
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Lawrence R. Freedman