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November 13, 1996

VIA HAND DELIVERY

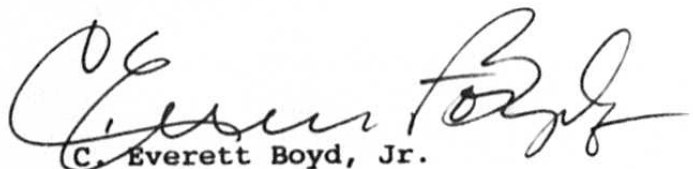
Honorable Blanca S. Bayo  
Director - Records and Reporting  
Florida Public Service Commission  
Room 110  
2540 Shumard Oak Boulevard  
Tallahassee, FL 32399-0850

RE: Docket No. 961150-TP

Dear Ms. Bayo:

Enclosed for filing are an original and 15 copies of Sprint Communications Company Limited Partnership's Prehearing Statement with regard to the referenced docket.

Sincerely,

  
C. Everett Boyd, Jr.

- ACK \_\_\_\_\_
- AFA \_\_\_\_\_ GEBJr/bc
- APP \_\_\_\_\_ Enclosures
- CAF \_\_\_\_\_
- CMU \_\_\_\_\_ cc: Attorneys of Record
- CTR \_\_\_\_\_
- EAG \_\_\_\_\_
- LEG \_\_\_\_\_ 3
- LIN \_\_\_\_\_ 2
- OPC \_\_\_\_\_
- RCH \_\_\_\_\_
- SEC \_\_\_\_\_ 1
- WAS \_\_\_\_\_
- OTH \_\_\_\_\_

DOCUMENT NUMBER-DATE

12096 NOV 13 96

FPSC-RECORDS/REPORTING

BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

In Re: Petition of Sprint Communica-  
tions Company Limited Partnership for  
Arbitration of Proposed Interconnection  
Agreement with BellSouth Telecommunica-  
tions, Inc., Pursuant to the Telecommu-  
nications Act of 1996

Docket No. 961150-TP

Filed: November 13, 1996

**PREHEARING STATEMENT OF  
SPRINT COMMUNICATIONS COMPANY LIMITED PARTNERSHIP**

COMES NOW, Sprint Communications Company Limited Partnership  
("Sprint"), by and through its undersigned counsel, and in  
compliance with the Commission's Order on Prehearing Procedure, and  
submits its Prehearing Statement.

**A. Witnesses**

Sprint intends to call Michael R. Hunsucker and David E.  
Stahly as witnesses; Mr. Hunsucker will adopt the direct testimony  
of Tony Key. Sprint reserves the right to call additional  
witnesses to respond to Commission inquiries not addressed in  
direct or rebuttal testimony, and witnesses to address issues not  
presently designated which may be designated by the Prehearing

Officer at the prehearing conference.

- ACK \_\_\_\_\_
- AFA \_\_\_\_\_
- APP \_\_\_\_\_
- CAF \_\_\_\_\_
- CMU \_\_\_\_\_
- CTR \_\_\_\_\_
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- RCH \_\_\_\_\_
- SEC \_\_\_\_\_
- WAS \_\_\_\_\_
- OTH \_\_\_\_\_

**B. Exhibits**

- 1. (MRH-1) Sprint's Term Sheet
- 2. (MRH-2) Sprint's Proposed Resale and Interconnection Agreement
- 3. (MRH-3) Sprint's Term Sheet Matrix
- 4. (DES-1) Sprint/BellSouth Correspondence
- 5. (DES-2) Expense Analysis
- 6. (DES-3) Cost Analysis

DOCUMENT NUMBER-DATE  
12096 NOV 13 1996  
FPSC-RECORDS/REPORTING

### C. Sprint's Statement of Basic Position

Congress has created an historic opportunity for the Florida Public Service Commission by passing the Telecommunications act of 1996. The Act provides the framework for real local telephone service competition designed to benefit Florida consumers. This framework is intended to enable new entrants to effectively compete, not only with other new entrants, but with the incumbent LEC. The Act in conjunction with the FCC Order and Rules ensures that the incumbent LEC allows interconnection at any technically feasible point and at parity with itself; unbundle certain elements of the network; to price the elements based upon TELRIC; provide for the resale of retail services at wholesale rates that are absent avoidable costs; and make prices, terms and conditions available to all new entrants on a nondiscriminatory basis.

Effective competition can only be accomplished if the Commission implements the Act and FCC Rules to the furthest extent possible. New entrants must be enabled to compete on equal terms with the incumbent LEC in addition to other new entrants. In this regard, Sprint requests that the Commission adopt the contract in Sprint's Exhibit 4 to the Sprint Petition. This contract, once implemented, will allow the consumer to determine who is successful in the market.

### D. Issues and Positions

ISSUE 1. Are the following items considered to be network elements, capabilities, or functions? If so, is it technically feasible for BellSouth to provide Sprint with these elements?

- Local Loop
- Network Interface Device
- Local Switching
- Operator Systems
- Interoffice Transmission Facilities
- Tandem Switching
- Signaling and Call Related Databases

**SPRINT'S POSITION:**

INITIAL UNBUNDLED ELEMENTS. Sprint expects that the unbundled elements initially available will conform to the minimum standards contained in FCC Rule 51.305 and subject to the provisions of CC Docket No. 96-98 First Report and Order ("First R&O") released August 8, 1996.

LOCAL LOOPS including two-wire and four-wire analog and digital loops and cross-connects to either other unbundled elements or Sprint facilities.

**NETWORK INTERFACE DEVICE.**

LOCAL SWITCHING including all features and functions as described in the First R&O at ¶¶ 412 and 418.

- a. Line-side switching includes connection to an MDF where cross-connect to a loop may be obtained and a switch card with connection to the card.
- b. Trunk-side switching includes connection to trunk cross-connect and trunk card with features and functions.

TANDEM SWITCHING including all features and functions (.e.g recording and customized routing including those features and functions identified in the First R&O).

INTEROFFICE TRANSMISSION FACILITIES, both dedicated and shared between ILEC offices and the offices of others.

- a. DS1, DS3 and Optical capabilities shall be provided where available.

- b. Digital Cross-Connect usage in the same manner such as is provided to IXCs.

**SIGNALING AND CALL-RELATED DATABASES.**

- a. SS7 signaling links and STP access must be provided.
- b. SS7 functionality for signaling within the ILEC network and to any network with which the ILEC is connected must be provided.
- c. All call-related databases must be unbundled and available for query by Sprint including LIDB, Toll Free Calling and Number Portability through physical access at the ILEC STP related to the database.
- d. All AIN databases must be unbundled and available for access by Sprint through either purchase of the ILEC local switching element or through SS7 connection with the switch of Sprint.
- e. All Service Management Systems should be available to Sprint so that Sprint may create, modify and update information in call-related databases in the same manner as ILEC.

OPERATOR SERVICES shall be available on both a wholesale basis and an unbundled basis to Sprint. Sprint shall be the brand on Sprint calls when technically feasible. Custom routing shall be provided when technically feasible. Sprint rates shall be quoted when technically feasible.

**ISSUE 2.** What is the price of each of the items considered to be network elements, capabilities, or functions?

**SPRINT'S POSITION:**

COMPENSATION. All unbundled network elements including their functionality shall be priced at TELRIC plus reasonable allocation of forward-looking joint and common costs as outlined in FCC Rule 51.505.

**ISSUE 3.** What services provided by BellSouth, if any, should be excluded from resale?

**SPRINT'S POSITION:**

**GENERAL REQUIREMENTS.** All regulated telecommunications services offered to end-users of the ILEC must be available for resale by Sprint. This includes volume discounted products, grandfathered products, individual case basis products, operators services, directory assistance, vertical services and promotions.

Every retail service rate, including promotions of over 90-days, discounts plans, and option plans must have a corresponding wholesale rate. Non-recurring charges associated with resold accounts shall also have an appropriate wholesale discount. New services shall have a wholesale rate established at the same time the new service becomes available.

If the ILEC continues to sell a product to any end-user under grandfathered arrangements, the ILEC must make that product available for resale by Sprint to that end-user. If a service withdrawn from certain customers remains available to other customers, that service must be made available for resale to those customers that could still purchase the service at retail.

**ISSUE 4.** What are the appropriate wholesale rates for BellSouth to charge when Sprint purchases BellSouth's retail services for resale?

**SPRINT'S POSITION:**

**COMPENSATION.** The wholesale price for each retail service must be determined based on the FCC approved methodology where

costs the ILEC will avoid will be removed when the service is resold. FCC Rule 51.607 and 51.609.

ILECs must either adopt interim wholesale rates within the 96-98 Order's proxy range or produce cost studies within the specified time frame contemplated for negotiations as part of good faith negotiations.

**ISSUE 5.** Should BellSouth be required to provide notice to its wholesale customers of changes to BellSouth's services? If so, in what manner and in what time frame?

**SPRINT'S POSITION:**

ILEC must provide and update an electronic copy of their switch Network ID Database including a complete list of features/functions by switch, NPA/NXXs, rate centers, etc.

The ILEC must provide a list/description of all services and features with availability down to street address detail, including: Type of Class 5 Switch by CLLI, line features availability by LSO, and service and capacity availability by LSO. Sprint further requires a complete layout of the data elements that will be required to provision all such services and features.

Parity with the ILEC regarding knowledge of any engineering changes associated with the incumbent's network elements and deployment of new technologies is required. Sprint shall receive notice of the availability of new features (e.g. both ILEC and Sprint should be notified that a given ILEC switch is now capable of offering a given feature or service or that a hybrid fiber/coaxial network is replacing copper loops in a given area) at

the same time so that ILEC and Sprint marketing personnel have parity in network information availability.

**ISSUE 6.** What are the appropriate standards, if any, for performance metrics, service restoration, and quality assurance related to services provided by BellSouth for resale and for network elements provided to Sprint by BellSouth.

**SPRINT'S POSITION:**

Sprint and ILEC must agree upon a mechanism whereby ILEC will improve performance when it is in breach of commission imposed or agreed upon quality-of-service standards. ILEC shall indemnify Sprint for any forfeitures or civil penalties or other regulator-imposed fines caused by ILEC failure to meet commission imposed service standards or agreed to service standards.

**ISSUE 7.** What is the appropriate remedy for breach of the standards identified in Issue 6?

**SPRINT'S POSITION:**

Sprint and ILEC must agree upon a mechanism whereby ILEC will improve performance when it is in breach of commission imposed or agreed upon quality-of-service standards. ILEC shall indemnify Sprint for any forfeitures or civil penalties or other regulator-imposed fines caused by ILEC failure to meet commission imposed service standards or agreed to service standards.

**ISSUE 8.** Should BellSouth be required to provide real-time and interactive access via electronic interfaces as requested by Sprint to perform the following:

- Pre-Service Ordering



- Service Trouble Reporting
- Service Order Processing and Provisioning (including identification of line option by LSO)
- Billing
- Integrated Test Functionality

**SPRINT'S POSITION:**

When necessary and available, Sprint requires the "real time" ability to schedule installation appointments with the customer on-line and access to the ILEC's schedule availability.

ILEC should provide "real-time" response for: firm order confirmation, due date availability/scheduling, dispatch required or not, identity of line option availability by LSO (such as Digital Copper, Copper Analog, ISDN, etc.), order completion with all service order and time and cost related fees, rejections/errors on service order data element(s), jeopardy against the due date, missed appointments, additional order charges (construction charges), order status, validation of street address detail, and electronic notification of the local line options that were provisioned, at the time of order completion, by the ILEC for all Sprint local customers. This applies to all types of service orders and all elements.

Sprint must have read and write access to the ILEC's maintenance and trouble report systems including the following systems and/or functionality:

- Trouble reporting/dispatch capability - access must be real time.
- Repair status/confirmations; maintenance/trouble report systems.

- Mechanized line testing.

Sprint must be at parity with the ILEC (or its affiliates or third parties) in provision of unbundled elements. This must at a minimum include real time access to integrated test functionality.

OPERATIONS SUPPORT SYSTEMS including all systems used in pre-ordering, ordering, provisioning, maintenance and repair, billing, telephone number assignment, service interval information, and maintenance history, including any gateway system, shall be available on an unbundled basis by January 1, 1997.

ISSUE 9. If BellSouth is required to provide real-time and interactive access via electronic interfaces for any of the items listed in Issue 8, what are the costs, and how should they be recovered?

SPRINT'S POSITION:

Sprint and ILEC agree to capture EMR records for inward terminating and outward originating calls and send them to ILEC or Sprint, as appropriate, in daily files via an agreed upon media (e.g., Network data movers ("NDM")), at no additional charge.

COMPENSATION. All unbundled network elements including their functionality shall be priced at TELRIC plus reasonable allocation of forward-looking joint and common costs as outlined in FCC Rule 51.505.

ISSUE 10. Should BellSouth be required to notify Sprint of resold customer disconnects within 48 hours of disconnection? To the extent that this is not provided via electronic database access, how should that notification take place?

**SPRINT'S POSITION:**

Within 48 hours of any disconnect, the ILEC will notify Sprint of the disconnect of any Sprint unbundled element/combination/service.

**ISSUE 11.** Is it appropriate for BellSouth to provide customer service records to Sprint for pre-ordering purposes?

**SPRINT'S POSITION:**

ILEC shall provide confirmation of the installation/change activity to Sprint via an initial Firm Order Confirmation ("FOC") and positive completion of order activity. Sprint requires an "As Is" process when customers are migrating from the ILEC to Sprint at the same location. On migration type orders the FOC should contain all services/features currently being provided by the ILEC and those services/features being migrated to Sprint. On new installation/change orders the FOC should verify all services/features ordered by Sprint. A positive completion delineating all the services installed and those not installed should be sent to Sprint upon actual completion within 24 hours of Order completion. This will ensure proper billing to end-user customers for services provided.

Once Sprint has obtained a customer, the ILEC shall provide in pre-ordering and ordering phases of processing the Sprint order, the ILEC regulated local features/products/services/elements/combinations that were previously provisioned by the ILEC for all affected Sprint local customers. This applies to all types of local service orders and all elements. Sprint requires that the

ILEC provide any customer status which qualifies the customer for a special service (e.g. DA exempt, lifeline, etc.)

**ISSUE 12.** When Sprint resells BellSouth's local exchange service or purchases unbundled local switching, is it technically feasible or otherwise appropriate to route 0+ and 0- calls to an operator other than BellSouth's, to route 411 and 555-1212 directory assistance calls to an operator other than BellSouth's, or to route 611 repair calls to a repair center other than BellSouth's?

**SPRINT'S POSITION:**

At all times, the ILEC will direct customer to Sprint for inquiries or actions concerning their Sprint service. ILEC should either migrate from N11 dialing to its business office and repair centers to seven digit numbers or 800 numbers so that Sprint customers have dialing parity to similar centers or ILEC should make N11 dialing available so that Sprint customers are directed to Sprint.

When technically feasible and requested by Sprint, ILEC should route Sprint customer DA calls to Sprint DA centers.

ILEC shall allow resale of Operator Services. Until such time that ILEC may route Operator Traffic to the Operator Service provider of Sprint's choice, ILEC resold Operator Service shall be branded Sprint and ILEC operators shall, where technically or operationally feasible and requested by Sprint, quote Sprint's rates for both Card and Operator Services functions and shall provide service that is at least at parity for services delivered to ILEC end-users. To the extent that separate trunk groups are

needed to provide this functionality, Sprint agrees to pay the costs of necessary trunking. If the ILEC cannot meet all of the Sprint demand for branded operator services, the ILEC must save capacity to provide an unbranded option for all other CLEC's.

Any end-user should be able to access Sprint for services using the same dialing protocol that the end-user would use to access the same service on the ILEC network, (e.g., intraLATA toll, operator assisted, directory assistance, and N11).

**ISSUE 13.** How should misdirected service calls be handled by BellSouth?

**SPRINT'S POSITION:**

ILEC and Sprint shall develop a process for the management of misdirected service calls, to be used to refer/transfer calls from customers to Sprint for action. N11 dialing to ILEC repair centers should be discontinued, or N11 call routing to the appropriate carrier should be available.

**ISSUE 14.** When Sprint resells BellSouth's services, is it technically feasible or otherwise appropriate for BellSouth to brand operator services and directory services calls that are initiated from those resold services?

**SPRINT'S POSITION:**

ILEC Sprint branded DA should be available to Sprint for resale. Sprint will pay any additional trunking costs necessary to obtain this service. If ILEC cannot satisfy all demand for Sprint branded DA service, ILEC must save capacity to provide an unbranded option for multiple CLEC's.

ILEC shall allow resale of Operator Services. Until such time that ILEC may route Operator Traffic to the Operator Service provider of Sprint's choice, ILEC resold Operator Service shall be branded Sprint and ILEC operators shall, where technically or operationally feasible and requested by Sprint, quote Sprint's rates for both Card and Operator Services functions and shall provide service that is at least at parity for services delivered to ILEC end-users. To the extent that separate trunk groups are needed to provide this functionality, Sprint agrees to pay the costs of necessary trunking. If the ILEC cannot meet all of the Sprint demand for branded operator services, the ILEC must save capacity to provide an unbranded option for all other CLEC's.

**ISSUE 15.** When Sprint uses BellSouth's operator services either on a resale basis or as an unbundled element, should BellSouth quote Sprint specific rates?

**SPRINT'S POSITION:**

ILEC shall provide operator service deliverables to include the following:

- a. Local call completion - 0+ and 0-, billed to Calling Cards, collect and third Party.
- b. Billable - Time and Charges, Etc.

**ISSUE 16.** When BellSouth's employees or agents interact with Sprint's customers with respect to a service provided by BellSouth on behalf of Sprint, what type of branding requirements are technically feasible or otherwise appropriate?

**SPRINT'S POSITION:**

OPERATOR SERVICES shall be available on both a wholesale basis and an unbundled basis to Sprint. Sprint shall be the brand on Sprint calls when technically feasible. Custom routing shall be provided when technically feasible. Sprint rates shall be quoted when technically feasible.

DIRECTORY ASSISTANCE shall be available on both a wholesale basis and an unbundled basis to Sprint. Sprint shall be the brand on Sprint calls when technically feasible. Sprint data shall be included in the ILEC database. The ILEC database shall be available to Sprint. Custom routing shall be provided when technically feasible.

**ISSUE 17.** Should BellSouth provide Sprint access to BellSouth's directory assistance and 911/E911 databases?

**SPRINT'S POSITION:**

DIRECTORY ASSISTANCE shall be available on both a wholesale basis and an unbundled basis to Sprint. Sprint shall be the brand on Sprint calls when technically feasible. Sprint data shall be included in the ILEC database. The ILEC database shall be available to Sprint. Custom routing shall be provided when technically feasible.

COMPENSATION. ILEC must place Sprint customer listings in its DA database. ILEC shall make its unbundled DA database available to Sprint. Prices should be, reasonable, and non-discriminatory at TELRIC plus reasonable forward-looking allocation of joint and common costs.

**ISSUE 18.** What are the appropriate rates, terms and conditions for Sprint's interconnection with BellSouth's network?

**SPRINT'S POSITION:**

POINT OF INTERCONNECTION. Sprint may designate at least one POI on the ILEC's network within an ILEC calling area for the purpose of routing local traffic.

As required by the 96-98 Order, Sprint's POIs may be at any technically feasible point within the ILEC network, including, but not limited to: tandem switches, end office switches or other wire centers. Collocation is not a requirement for establishing a POI. POIs can be established via meetpoint, collocation or other mutually agreed to methods, subject only to the limitation of technical feasibility.

ILEC may not impose any restrictions on traffic types delivered to/from the POI(s) but may require the development and reporting of a jurisdictional usage factor indicating local, intrastate interexchange, and interstate interexchange usage along with reasonable audit rights or Sprint may report its actual usage. ILEC and Sprint shall each have reasonable audit rights.

**ISSUE 19.** What is the compensation mechanism for the exchange of local traffic between Sprint and BellSouth?

**SPRINT'S POSITION:**

LOCAL SERVICE/MUTUAL TRAFFIC EXCHANGE. ILEC has the duty to provide reciprocal compensation arrangements for the transport and termination of telecommunications with Sprint. In order to implement this requirement in the most efficient manner, the



specifically recognized option of "Mutual Traffic Exchange" (a/k/a "bill and keep") may be utilized where traffic is presumed to be in balance either because it has been measured and no significant balance different exist or because measurement has not yet been accomplished. Otherwise, default proxies contained in the 96-98 Order shall be used until TELRIC cost studies have been performed and the results implemented in permanent rates.

**COST BASIS.** Pursuant to 47 C.F.R. §51.705(a) an ILEC's rates for transport and termination of local telecommunications traffic shall be established, at the election of the state commission, on the basis of:

- a. the forward-looking economic costs of such offerings using a cost study pursuant to 47 C.F.R. §§ 51.505 and 51.511; or
- b. default proxies, as provided in 47 C.F.R. § 51.707; or
- c. a "bill-and-keep" arrangement, as provided in 47 C.F.R. § 51.713.

Pursuant to 47 C.F.R. § 51.715, in a state in which the state commission has neither established transport and termination rates based on forward-looking economic cost studies nor established transport and termination rates consistent with the default price ranges described in 47 C.F.R. §51.707, the ILEC shall set interim transport and termination rates within the proxy ranges for switching and transport as described in 47 C.F.R. § 51.707(b)(2).

**ISSUE 20. Are meet point billing arrangements appropriate between BellSouth and Sprint?**

**SPRINT'S POSITION:**

Meet point billing arrangements should be made available to Sprint as a CLEC on the same terms and conditions as made available to other independent LECs engaged in meet point billing arrangements with the ILEC.

**ISSUE 21.** What are the appropriate trunking arrangements between Sprint and BellSouth for local interconnection?

**SPRINT'S POSITION:**

**TRUNKING.** Trunking should be available to any switching center designated by either carrier including end offices, local tandems, access tandems, 911 routing switches, directory assistance/operator services switches, or any other feasible point in the network. Two-way trunking should be used where technically feasible.

Local, intraLATA toll, interLATA access and other traffic should not be required to be separated across trunk groups without good technical reason. ILEC should accept percentage of use factors or Sprint traffic measurements of traffic delivered to ILEC. Sprint should accept ILEC percentage of use factors or ILEC traffic measurements of traffic delivered to Sprint. Reasonable audit rights shall be granted each party.

**ISSUE 22.** Should BellSouth make access to conduits, poles, ducts and rights-of-way available to Sprint on terms and conditions equal to that it provides itself?

**SPRINT'S POSITION:**

ACCESS. Where facilities are available, ILEC must provide any telecommunications carrier requesting access with equal and non-discriminatory competitively neutral access to, by way of example and not limitation, any pole, pole attachment, duct, conduit, and ROW on terms and conditions equal to that obtained by the ILEC. Other users of these facilities cannot interfere with the availability or use of these facilities by Sprint.

Any ILEC having poles and/or ducts on, over or under public or private property, to the extent allowed by law, must permit the use of such facilities by any other telecommunications carrier on an equal and non-discriminatory basis.

ILEC must provide information on the location of, and the availability to access conduit, poles, etc., to any telecommunications carrier requesting such information, within 10 working days after the request.

**ISSUE 23.** What should be the appropriate cost recovery mechanism, if any, for field surveys related to right-of-way use?

**SPRINT'S POSITION:**

COMPENSATION. Fees related to engineering surveys for potential right-of-way use shall be based, on TELRIC plus a reasonable allocation of joint and common costs be consistent with the provisions in the Act.

**ISSUE 24.** What are the appropriate rates, terms and conditions for Carrier Identification Parameter?

**SPRINT'S POSITION:**

To the extent available in its network, the ILEC shall provide CIP (CIC within the SS7 call set-up signaling protocol). Sprint presumes there is no incremental recurring cost associated with this request and believes no charge is appropriate. If, after performing a TELRIC study, incremental costs are identified, Sprint will pay those costs for delivery of this information to Sprint. If chargeable, Sprint will likewise perform a cost study to identify this cost when it provides this information to ILEC and shall charge ILEC in a similar manner. At the option of Sprint, the ILEC must provide SS7 functionality via GR-394 SS7 format and/or GR-317 SS7 format.

**ISSUE 25.** How should BellSouth treat a PIC change request received from an IXC other than Sprint for a Sprint local customer?

**SPRINT'S POSITION:**

**PIC ADMINISTRATION.**

**IXC PIC.** When Sprint rebrands ILEC local service (becomes the end-user's local service provider), the ILEC shall process all PIC changes provided by Sprint on behalf of the IXCs. If PIC changes are received directly by the ILEC from the IXC, the ILEC shall reject the PIC change back to the IXC with the OCN of Sprint in the appropriate field of the industry standard CARE record.

**Sprint to CLEC Change.** When a CLEC other than Sprint or the ILEC sells local service to an existing Sprint local customer and an order is submitted to the ILEC for migrating the service, the ILEC will shall inform Sprint of the disconnect in a manner similar

to the existing CARE process for notifying an IXC of a disconnect PIC change. This will ensure accurate billing to the end-user customer.

**ISSUE 26.** Should BellSouth be required to provide parity access to switch features, overflow/congestion conditions, equipment/interface protection, power redundancy, and sufficient spare facilities to ensure provisioning, repair, performance, and availability?

**SPRINT'S POSITION:**

Sprint must be at parity with the ILEC (or its affiliates or third parties) in provision of unbundled elements. This must at a minimum include:

- a. Switch features at parity
- b. Treatment during overflow/congestion conditions at parity
- c. Equipment/interface protection at parity
- d. Power redundancy at parity
- e. Sufficient spare facilities to ensure provisioning, repair, performance, and availability at parity
- f. Standard interfaces

**ISSUE 27.** Should BellSouth make available any interconnection, service or network element provided under an agreement approved under 47 U.S.C. Section 252, to which it is a party to Sprint under the same terms and conditions provided in the agreement?

**SPRINT'S POSITION:**

As required by the FCC's Order in Docket No. 96-98 ("the 96-98 Order"), any price, term and/or condition offered to any carrier by ILEC shall be made available to Sprint Communications Company ("Sprint") on a most favored nation's ("MFN") basis and ILEC shall

immediately notify Sprint of the existence of such better prices and/or terms and make the same available to Sprint effective on the date the better price and/or term became available to the other carrier. The MFN shall apply to any unbundled element or service (e.g. directory assistance, basic residential service, intraLATA toll, Centrex, call waiting). Exceptions to the general availability of MFN should be very limited and include only volume discounts that reflect only cost savings, term discounts, significant differences in operations support (e.g. unbundled loops with maintenance as compared to unbundled loops without maintenance or unbundled loops conditioned for data as compared to voice grade loops), and technical feasibility (e.g. local switching must be purchased to receive vertical features supported by the switch). If a state commission issues an Order setting price for all carriers, then this Agreement shall reflect this price as long as that is the only price offered by ILEC. If geographic zones are not uniform as applied to all carriers, Sprint may choose the lowest price available from the ILEC for the each specific area being served by Sprint.

#### **E. Stipulations**

No issues have yet been stipulated in this proceeding.

#### **F. Pending Motions**

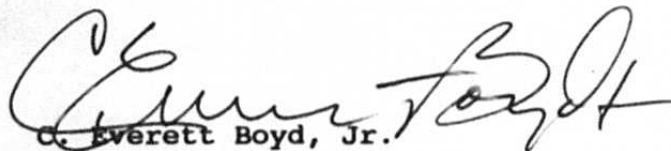
Sprint has filed on November 12, 1996, a motion to strike the Notice of Order of the Eighth Circuit Court of Appeal's Order Granting Stay Pending Judicial Review and Request for Relief filed by BellSouth.

**G. Other Requirements**

Sprint is not aware of any requirements set forth in the Commission's Order on Prehearing Procedure with which it is unable to comply.

DATED this 13<sup>th</sup> day of November, 1996.

Respectfully submitted,



C. Everett Boyd, Jr.  
of the law firm of  
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Attorneys for Sprint Communications  
Company Limited Partnership

CERTIFICATE OF SERVICE


I HEREBY CERTIFY that a true copy of the foregoing has been furnished by hand delivery on this 13<sup>th</sup> day of November 1996, to the following:

Monica Barone, Esq.  
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