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December 13, 1996

VIA AIRBORNE

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

Re: Docket No. 961150-TP - Petition by Sprint Communications Company Limited Partnership d/b/a Sprint for Arbitration with BellSouth Telecommunications, Inc. Concerning Interconnection, Rates, Terms and Conditions, Pursuant to the Federal Telecommunications Act of 1996

Dear Ms. Bayo:

Please find enclosed for filing an original and fifteen (15) copies of Post-Hearing Statement of Issues and Positions and Post-Hearing Brief as submitted on behalf of Sprint Communications Company Limited Partnership. We are also enclosing a 3.5 inch diskette in WordPerfect 5.1 format.

A copy of this filing has been served on all parties of record as provided on the attached service list.

Sincerely,

Benjamin W. Fincher

- ACK _____
- AFA _____
- APP _____ BWF/rs
- CAF _____
- CMU Red C. Everett Boyd, Jr.
Parties of record
- CTR _____
- EAG _____
- LEG wp
- LIN _____
- OPC _____
- RCH _____
- SEC 1
- WAS _____
- OTH _____

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Statement
DOCUMENT NUMBER-DATE
13334 DEC 16 96
FPSC-RECORDS/REPORTING

Brief
DOCUMENT NUMBER-DATE
13335 DEC 16 96
FPSC-RECORDS/REPORTING

CERTIFICATE OF SERVICE

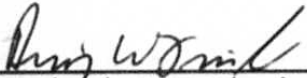
I hereby certify that a true and exact copy of the within and foregoing (1) Post-Hearing Statement of Issues and Positions and (2) Post-Hearing Brief of Sprint Communications Company Limited Partnership have been served upon the following via United States Mail, first class postage prepaid, this 13th day of December, 1996.

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BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

In Re: Petition by Sprint)
Communications Company Limited)
Partnership d/b/a Sprint for)
Arbitration with BellSouth)
Telecommunications, Inc.)
Concerning Interconnection)
Rates, Terms, and Conditions,)
Pursuant to the Federal)
Telecommunications Act of 1996.)

DOCKET NO. 961150-TP

FILED: December 16, 1996

**POST-HEARING STATEMENT OF ISSUES AND POSITIONS
OF
SPRINT COMMUNICATIONS COMPANY LIMITED PARTNERSHIP**

COMES NOW, Sprint Communications Company Limited Partnership ("Sprint"), pursuant to Rule 25-22.056(3)(a), Florida Administrative Code, and Order No. PSC-96-1460-PHO-TP, of the Florida Public Service Commission ("Commission") on Prehearing Procedures, and submits this its Post-Hearing Statement of Issues and Positions.

ISSUES AND SPRINT POSITION

Issues 1 through 5; 8 through 10; 12; 14 through 17; 19 and 20; and 22 through 26 have been withdrawn.

*** SPRINT'S BASIC POSITION:**

Effective competition can be achieved in Florida if the Commission fully implements the Telecommunications Act of 1996, the applicable FCC Rules and Regulations, and adopts Sprint's positions on the issues. New market entrants must be allowed to compete with the incumbent LEC on equal terms and conditions.

DOCUMENT NUMBER-DATE

13334 DEC 16 96

FPSC-RECORDS/REPORTING

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:**

The parties should jointly develop these standards. BellSouth should indemnify Sprint for any forfeitures or civil penalties or other regulator imposed fines caused by BellSouth failure to meet Commission imposed service standards or agreed to service standards. Action to improve performance and meet such standards must be taken by BellSouth.

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

*** Sprint's Position:**

BellSouth should agree to indemnify Sprint for any forfeitures or civil penalties incurred by Sprint as a result of BellSouth's failure to meet Commission imposed service standards or agreed to service standards.

ISSUE 11: Is it appropriate for BellSouth to provide customer service records to Sprint for preordering purposes?

*** Sprint's Position:**

Once Sprint has obtained a customer, BellSouth should provide in the preordering and ordering phases of processing the Sprint

order, the BellSouth regulated local features, products, services, elements, and combinations that were previously provisioned by BellSouth for the respective Sprint local customer. This applies to all orders and all elements.

ISSUE 13: How should misdirected calls be handled by BellSouth?

*** Sprint's Position:**

BellSouth should work with Sprint to develop a process for management of misdirected service calls, to be used to refer and transfer calls from customers to Sprint. In the interim, BellSouth should volunteer the identity and contact number of any ALEC where the ALEC's customer reached BellSouth in error.

ISSUE 18: How many points of interconnection are appropriate and where should they be located?

*** Sprint's Position:**

Sprint may designate at least one POI on BellSouth's network within a BellSouth calling area for purpose of routing local traffic. Sprint's POI may be at any technically feasible point within BellSouth's network.

ISSUE 21: Should jurisdictionally mixed traffic be allowed on each trunk or trunk group? If so, what should be the terms and conditions?

*** Sprint's Position:**

Trunking should be available to any switching center

designated by either carrier. Traffic should not be required to be separated across trunk groups without good technical reason. Both parties should accept percentage of use factors and be granted reasonable audit rights.

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

*** Sprint's Position:**

Any price, term or condition offered to any carrier by BellSouth should be made available to Sprint on a MFN basis. BellSouth should notify Sprint of the existence of such other price, term or condition and make available to Sprint effective on same date as available to other carrier.

ISSUE 28: Should the agreement be approved pursuant to Section 252(e)?

*** Sprint's Position:**

Yes. The arbitrated agreement should be approved pursuant to the provisions of Section 252(e) of the Telecommunications Act of 1996.

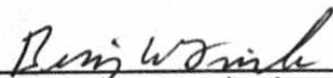
ISSUE 29: What are the appropriate post-hearing procedures for submission and approval of final arbitrated agreement?

*** Sprint's Position:**

The parties should file a comprehensive agreement within 14 days, and file proposed contractual language for the unresolved issues within 20 days, from date of the Order. The Commission should adopt, on an issue-by-issue basis, the proposed contractual language that reflects its decisions.

Respectfully submitted,

Sprint Communications Company
Limited Partnership



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