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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

BWF/rs

cc: C. Everett Boyd, Jr.
Parties of record

ACK ____
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Statement
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Brief
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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 31st 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 BRIEF
OF
SPRINT COMMUNICATIONS COMPANY LIMITED PARTNERSHIP

COMES NOW, Sprint Communications Company Limited Partnership ("Sprint"), pursuant to Rule 25-22.056, Florida Administrative Code, and Order No. PSC-96-1327-PCO-TP, issued October 31, 1996, and submits this its Post-Hearing Brief.

INTRODUCTION

This proceeding before the Florida Public Service Commission ("Commission") is but another piece of the puzzle in the Commission's structuring of a competitive local telephone exchange environment within the operating territory of BellSouth Telecommunications, Inc. ("BellSouth"). Sprint, and other new entrants to the competitive local telephone exchange market, are requesting this Commission to set the rates, terms and conditions which will allow Sprint and others to compete with BellSouth and provide Florida consumers with choices that have not existed. It goes without saying that the decisions reached by the Commission in these proceedings will have far reaching implications as to how the

competitive market will ultimately develop and if, when and how, Florida consumers will benefit from the competition envisioned by the Telecommunications Act of 1996 ("Act").

BellSouth is the dominant incumbent local exchange carrier providing a virtual monopoly service to its customers within its franchised territory. BellSouth has the only ubiquitous local network in its area. With nearly 100 percent wireline local service penetration, BellSouth has substantial market power.

Sprint, on the other hand, is a new entrant attempting to compete with BellSouth under authority of the Act. Sprint seeks to resell the retail service offerings of BellSouth at appropriate discounts and to interconnect with BellSouth's unbundled network elements in order to compete with BellSouth in this market.

While there has been substantial progress in the negotiations between Sprint and BellSouth, having resolved in excess of 200 issues, BellSouth has refused to agree to the terms here involved in these issues which are critical to Sprint if it is to provide local service to Florida consumers. Therefore, in the face of BellSouth's tremendous market power, Sprint has no viable option except to exercise its arbitration privilege under the Act.

Sprint is asking the Commission to accept Sprint's positions as a fair and reasoned approach in deciding these remaining issues in order that effective competition, as contemplated by the Act, will be realized. In this manner, the Florida consumers will be well served.

I. **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?**

POSITION OF SPRINT

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.

ARGUMENT

If operational efficiency is to be achieved by Sprint in providing local exchange service to Florida consumers, it is absolutely essential that there be some mechanism established between Sprint and BellSouth that defines and measures quality of service standards. Moreover, such mechanism must, of necessity, provide for corrective action and improved performance when BellSouth fails to meet such quality of service standards, whether such standards are mutually agreed upon or Commission imposed.

Sprint would urge the Commission to require BellSouth, as the monopoly provider of resold local services to Sprint, to actively participate with Sprint in the process of formulating quality of service standards and appropriate parameters for measurement to determine whether or not such standards are being met by BellSouth.

It is Sprint's expectation that BellSouth will meet, or exceed, such quality of service standards. In order to make this determination, it is critical that BellSouth work with Sprint in the development and implementation of quality of service standards and objectives.

The FCC addressed the issue of quality of service in its First Report and Order.[1] There the FCC stated that:

> An incumbent LEC shall provide, for the facilities and equipment of any requesting telecommunications carrier, interconnection with the incumbent LEC's network:..... [t]hat is at a level of quality that is equal to that which the incumbent LEC provides itself, a subsidiary, an affiliate, or any other party.....[A]t a minimum, this requires an incumbent LEC to design interconnection facilities to meet the same technical criteria and service standards that are used within the incumbent LEC's network. This obligation is not limited to a consideration of service quality as perceived by end users, and includes, but is not limited to, service quality as perceived by the requesting telecommunications carrier; that, if so requested by a telecommunications carrier and to the extent technically feasible, is superior in quality to that provided by the incumbent LEC to itself or to any subsidiary, affiliate, or any other party to which the incumbent LEC provides interconnection. (emphasis added)

Moreover, the Telecommunications Act of 1996,[2] clearly provides that incumbent local exchange carriers have an obligation to provide, for the facilities and equipment of any requesting telecommunications carrier, interconnection with the local exchange carrier's network that is at least equal in quality to that provided by the local exchange carrier to itself or to any subsidiary, affiliate, or any other party to which the carrier

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[1]Appendix B, Rule Section 51.305(a)(3),(4).

[2]Section 251(c)(2)(C)

provides interconnection.

Therefore, as the requesting telecommunications carrier, it is Sprint's perception of service quality that also must be considered and, if that service quality is to be considered, there must be in place defined standards of measurement. Moreover, as a monopoly provider of service to Sprint, BellSouth should be required to participate in the development of quality of service standards and be measured against these standards to determine success or failure. (Hunsucker, Tr. 36) Accordingly, Sprint would urge the Commission to require Sprint and BellSouth to file, on a regular basis, status reports with respect to establishing appropriate quality of service standards.

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

POSITION OF SPRINT

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.

ARGUMENT

In the event that substandard service quality in connection with the resold services provided by BellSouth to Sprint exposes Sprint to fines or penalties imposed by a regulatory agency, Sprint submits that BellSouth should indemnify Sprint for losses it may incur as a result of such penalties or fines. There is no reason

why Sprint should be subjected to fines and penalties as a result of BellSouth's failure to meet service quality standards, as provided in the Telecommunications Act of 1996, the FCC First Report and Order, and as may be set out by this Commission and as may be agreed between the parties. Such failure of BellSouth to meet these standards is totally beyond the control of Sprint and is wholly within the control of BellSouth.

Sprint will be expected to abide by the same regulatory mandated quality of service standards as imposed on BellSouth. If Sprint's inability to meet these standards is caused by BellSouth's failure to provide the appropriate quality of service, Sprint is placed in the position of not being able to correct its performance without improvement of BellSouth service. Sprint submits it should not bear the brunt of punitive sanctions resulting from BellSouth's failures.

Sprint, as a customer of BellSouth, expects a quality level of service that meets or exceeds Sprint's expectations. To measure that quality of service, BellSouth needs to work with Sprint to establish service objectives and performance levels. These performance levels need to be managed in such a way as to encourage BellSouth to strive for continued improvements. There could be incentives such as waiver of service connection charges and monthly recurring rates to encourage BellSouth to strive to achieve the agreed to service levels. Sprint expects to be treated in parity with the service guarantees provided by BellSouth to its other customers. (Hunsucker, Tr. 124)

However, BellSouth, as many incumbent LECs, do not yet consider ALEC competitors as customers, therefore it may be necessary to require that Sprint and BellSouth engage in quality improvement to the extent it does not occur voluntarily. (Hunsucker, Tr. 36)

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

POSITION OF SPRINT

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.

ARGUMENT

Sprint and BellSouth seem to agree that Sprint is entitled to access to customer service records ("CSR") in order for Sprint to serve new customers. (Exhibit 3, 169) However, the question then becomes one of at what point in the ordering process should Sprint obtain access to this information. If Sprint is to provide prompt and efficient service to its new customers in Florida, it must have on-line access to certain BellSouth CSR database entries for these customers during the "pre-ordering" phase. The "pre-ordering" phase is defined as after Sprint has obtained the customer's choice of Sprint as their new local provider, but before an actual resale

order has been placed by Sprint to BellSouth. Without access to basic information pertaining to which services a customer currently subscribes, Sprint may be unable to provide resold services in a transparent manner (i.e., without discontinuance of all or some portion of current service).

Specifically, if Sprint does not have timely order status information, it is not in a position to answer questions from the customer. Sprint's access to "as is" customer information, without the necessity of a signed Letter Of Authorization to BellSouth, is critical to the smooth and accurate initial transaction with its customer. The inability to identify and offer to the customer the same services the customer enjoyed with BellSouth at time of the sale will create an obstacle in obtaining the customer's business.

Not having access to "as is" information will require the Sprint sales representative to take the customer through a menu of services, features, etc., while the customer may or may not recall what services were subscribed when service was provided by BellSouth. This creates a level of customer service confusion and complexity that can only interfere with Sprint's ability to provide service to new customers in a quality manner. It most certainly creates an unlevel playing field and a disparity situation in relation to BellSouth. (Hunsucker, Tr. 45-46)

It is important that Sprint have access to this "as is" information at this critical point in the relationship between Sprint and its new customer in order to avoid an inconvenience to the customer from the very beginning of the relationship, or worse

yet, losing the relationship before it begins.

Accordingly, Sprint would urge this Commission to find that Sprint is not required to obtain prior written authorization from each customer before BellSouth allows access to the customer service records. Sprint should be permitted to issue a blanket letter of authorization to BellSouth which would state that Sprint will obtain a customer's permission before accessing the Customer Service Records.

IV. Issue 13: How should misdirected calls be handled by BellSouth?

POSITION OF SPRINT

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.

ARGUMENT

There will be many instances in which, through force of habit, custom and tradition of dealing with a sole monopoly provider of local service, Sprint customers will mistakenly call BellSouth concerning service availability, outages, billing inquiries, etc. It is of real concern to Sprint as to how these calls will be handled. These calls should be directed to Sprint without undue delay and with no sales and marketing efforts by BellSouth.

The direct control and involvement by Sprint customer service

representatives of all contacts with its customers is the only way for Sprint to insure that the customer contact is properly reflective of the level of service that Sprint desires. Further, it is only in this manner that Sprint can guard against any competitive bias that would inevitably find its way into the customer contact. (Hunsucker Tr. 29).

Whether through the use of automated call routing systems, a BellSouth customer service representative, or other methods, Sprint customers should be directed to Sprint representatives in a prompt, efficient, effective and neutral manner. In the event that BellSouth chooses to utilize its own customer service personnel to handle misdirected calls, the Commission should require BellSouth to follow specific guidelines. BellSouth has indicated to Sprint that in these situations, BellSouth representatives will inform Sprint customers that they need to contact their local exchange carrier, whoever that may be, and will only provide further information in response to direct questions. (Exhibit 3, 77-78).

Such a practice is unacceptable to Sprint. Sprint has suggested that in these situations, BellSouth personnel should either automatically transfer the call to Sprint or volunteer all pertinent information when the call is received, without any additional questions of the customer.

Sprint requests that the Commission, regardless of the method, require BellSouth to transfer misdirected calls in the most efficient manner that is possible. Sprint, as an incumbent local exchange carrier, has offered to do this. BellSouth has indicated

that it might be willing to volunteer the appropriate information. (Exhibit 3, 132)

Clearly, misdirected calls afford BellSouth the opportunity to engage in sales and marketing activities in an effort to "win back" former customers. As an example, marketing activities could occur during the conversation with the customer by a BellSouth representative, or it could occur through the use of prerecorded messages played during processing of the misdirected call or while the customer is on hold. (Exhibit 3, 133-134).

Due to this opportunity for BellSouth to obtain "win backs", Sprint has suggested to BellSouth that the parties jointly review the content neutral training materials and scripts that will be used by BellSouth to train BellSouth personnel how to handle misdirected calls. Sprint would request the Commission to instruct BellSouth not to engage in any marketing practices with respect to misdirected calls.

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

POSITION OF SPRINT

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.

ARGUMENT

Sprint's goal is to implement the most efficient network

possible. The ability to choose to interconnect at one or more points of interconnection ("POI") in a LATA or local calling area, for local or toll traffic, gives Sprint the flexibility and incentive to design and construct its own efficient system. Single points of interconnection are common for telecommunications companies exchanging local and toll traffic. If more than one POI is required by BellSouth, it could establish the cost curve of Sprint and effectively preclude Sprint from entering the market. The ability of BellSouth to raise an interconnection market entry barrier by requiring multiple, unnecessary POIs must be rejected. (Hunsucker, Tr. 63)

BellSouth's position is that Sprint should interconnect at each access tandem in the LATA. (Hunsucker, Tr. 64) As a practical matter, this means that BellSouth wants Sprint to interconnect each Sprint end office to each and every BellSouth access tandem in its network. (Exhibit 3, 205) BellSouth witness Atherton admitted that this is not currently done by BellSouth. (Exhibit 3, 205)

The functionality of the access tandem is to route traffic to various parts of the network and Sprint, based upon its experience as an incumbent local exchange company, submits that it is possible to use that access tandem to route the traffic as appropriate. All Sprint is asking for is that Sprint be allowed to utilize the functionality of the tandem. (Exhibit 3, 92)

Therefore, since it is technically possible for Sprint and BellSouth to interconnect in the manner suggested by Sprint,

(Exhibit 3, 204) Sprint would urge the Commission to order BellSouth to permit interconnection through one POI per LATA and thus enable Sprint to design an efficient network wherein the inherent functionality of BellSouth's access tandem is utilized to route traffic appropriately.

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

POSITION OF SPRINT

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.

ARGUMENT

The ability to mix different traffic types, such as local, toll, and wireless, on the same trunks will enable Sprint to install a more efficient and less costly network. Therefore, this will enable Sprint to be a more efficient provider of local service. It is Sprint's position that mixing traffic types over common trunk groups is technically feasible as defined in the FCC Order. (Hunsucker, Tr. 68)

In all but a few circumstances, there is no technical reason to require multiple trunk groups. To do so will result in higher network costs and reduced network efficiency to both Sprint and

BellSouth. While BellSouth may lack the ability to measure the jurisdiction of all terminating traffic over a combined service trunk group, it has been common practice for neighboring ILECs to bill based on measurements from the sending company. In view of this fact and the availability of reasonable audit privileges, combined trunk groups utilizing either percent usage factor billing or sending company measurement are reasonable and should be allowed. (Hunsucker, Tr. 70-71)

It is recognized that BellSouth has some concerns in the ability to identify the various traffic types for billing purposes. For example, local from toll, the different jurisdictions, wireless from wireline, etc. This is important to the extent that different rates apply to different traffic types.

However, there is a solution. Correct billing can be accomplished with the use of Cellular Mobile Carrier ("CMC") software and capturing the originating and terminating numbers. (Hunsucker, Tr. 127) Moreover, jurisdictional use factors, such as interLATA, intraLATA, local and CMRS, could be provided by the ALEC, and that would enable BellSouth to apply the proper rates. A Percent Interstate Usage (PIU) factor is used today to identify the split between interstate and intrastate access minutes of use. A Percent Local Usage ("PLU") factor could be used to identify local traffic or, through the use of Local Measured Service ("LMS") software, actual usage could be reported by the ALEC. In addition, Sprint would urge that reasonable audit rights be granted to the parties to ensure accuracy of the factors. (Hunsucker, Tr. 68)

Therefore, based on the fact that Sprint's request in this issue is reasonable, technically possible and necessary in order to facilitate the implementation of an efficient local network, Sprint urges the Commission to require BellSouth to permit the mixing of different traffic types over the same trunks.

VII. 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?

POSITION OF SPRINT

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

ARGUMENT

Sprint cannot overemphasize the significance of this issue to ensure a level playing field for Sprint and all ALEC competitors. If local exchange competition is to develop in Florida, there must be non-discriminatory treatment of all competing local exchange carriers by the incumbent local exchange carriers. The rationale for Sprint's position on this issue was summarized by Sprint witness Hunsucker:

> Non-discriminatory treatment in the MFN context is essential to the creation of a truly competitive local telephone service market. In this period of emerging competition where negotiations are rapidly progressing simultaneously, it is critical that the regulator establish rules that ensure equity among the various market entrants. This is important so that any one entrant does not gain an advantage due simply to its size, or trade-offs within agreements with an ILEC. For example, to the extent one carrier is able to gain a more favorable rate or condition through its individual negotiations, that carrier would have lower costs or superior terms and would then be able to under price its competitors or better serve its customers. Such a situation would have a chilling effect on competition and would unfairly and unreasonably predetermine which carriers will succeed and which carriers will fail. Each new entrant should be provided with an equal opportunity to succeed and an equal opportunity to fail. In the end, it should be consumers which select the winners and losers in a competitive marketplace by voting with their pocketbook, not the ILEC through discriminatory pricing or conditions with preferred CLECs. (Hunsucker, Tr. 49-50) (emphasis added)

Section 252(i) of the Telecommunications Act of 1996 plainly supports the MFN concept and Sprint's position.

> A local exchange carrier shall make available any interconnection, service, or network element provided under an agreement approved under this section to which it is a party to any other requesting telecommunications carrier upon the same terms and conditions as those provided in the agreement.

The language used by Congress is plain and clear:..."Any interconnection, service or network element provided under an agreement....upon the same terms and conditions..." If Congress had intended the construction offered by BellSouth - that an ALEC must choose an entire agreement, it certainly would have done so. The Act does not say that "the terms and conditions of an entire agreement must be offered to other carriers." The Commission should follow the plain meaning of the statute.

It is clearly within the discretion of this Commission to interpret Section 251(i) according its plain reading and the intent of Congress in using that plain language. The Supreme Court of the United States addressed the issue of an administrative agency's construction of a statute as follows:

> When a court reviews an agency's construction of the statute which it administers, it is confronted with two questions. First, always, is the question whether Congress has directly spoken to the precise question at issue. If the intent of Congress is clear, that is the end of the matter, for the court, as well as the agency, must give effect to the unambiguously expressed intent of Congress. Chevron U.S.A., Inc. v. Natural Resources Defense Council, 467 U.S. 837, 842-43, 104 S.Ct. 2778,2781 (1984) (emphasis added)

The FCC correctly construed the intent of Congress as reflected in its First Report and Order in CC Docket No. 96-98 ("First Report and Order") and agreed that new entrants into the local exchange market are entitled to pick and choose individual interconnection terms, rates and conditions. There the FCC stated:

> Congress's command under Section 252(i) was that parties may utilize any individual interconnection, service, or element in publicly filed interconnection agreements and incorporate it into the terms of their interconnection agreement. This means that any requesting carrier may avail itself of more advantageous terms and conditions subsequently negotiated by any other carrier for the same individual interconnection, service, or element once the subsequent agreement is filed with, and approved by, the state commission. We believe the approach we adopt will maximize competition by ensuring that carriers' obtain access to terms and elements on a nondiscriminatory basis. (First Report and Order, CC Docket No. 96-98, Par. 1316.)
>
> Congress drew a distinction between "any interconnection, service, or network element[s] provided under an agreement," which the statute lists individually, and agreements in their totality. Requiring requesting carriers to elect entire agreements, instead of the provisions relating to specific elements, would render as

mere surplusage the words "any interconnection, service, or network element." (First Report and Order, CC Docket No. 96-98, Par. 1310)

Sprint recognizes that the "pick and choose" rule contained in the First Report and Order has been stayed pending a final decision on the merits, and is pending before the Eighth Circuit Court of Appeals[3] However, Sprint believes that the FCC applied the correct statutory interpretation to Section 252(i) of the Act to ensure non-discriminatory treatment of all competing ALECs. Sprint would urge the Commission to adopt the FCC's reasoning and apply the same statutory construction to Section 252(i) and find that Sprint is entitled to non-discriminatory treatment by BellSouth and can "pick and choose" those rates, terms and conditions offered by BellSouth to Sprint's competitors, which Sprint deems to be more appropriate than those offered to Sprint. There is no language in the Stay of the Eighth Circuit Court of Appeals that would prohibit this Commission from so finding.

Sprint, however, does agree that there are some reasonable restrictions that should be applied when determining which rates, terms and conditions should be available to other competing local providers. Specifically, there are five (5) situations in which reasonable restrictions should be imposed in the MFN context proposed by Sprint.

1. Cost based volume discounts: where appropriate,

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[3]Iowa Utilities Board v. FCC, No. 96-3321, Order Granting Stay Pending Judicial Review (8th Cir., issued October 15, 1996). The "pick and choose" rule here involved is found in Final Rule Section 51.809, Appendix B of the First Report and Order.

cost-based discounts are offered, the volume levels must be attained by Sprint to obtain the discount.

2. Term discounts: discounts based only on the length of the service contract are appropriate; Sprint must commit to the same contract term in order to obtain the discount.

3. Significant differences in operational support interfaces: quantitative, objective differences in a service or facility (such as an interface) will justify differences in price.

4. Technical Sequential Feasibility: feature and function availability may require the purchase of all necessary elements (e.g., local switching must be purchased to obtain call waiting).

5. Geographic deaveraging: geographically deaveraged rates which are cost-based should logically be available to Sprint only within the identical geographic area over which the cost was calculated. (Hunsucker, Tr. 51)

BellSouth agrees that it will make available to Sprint or any other local competitor any individual interconnection, service or network element arrangement on the same terms and conditions as those contained in any agreement approved under section 252. (Exhibit 3, p.6) However, BellSouth does not agree with Section 252(i) of the Act as interpreted by Sprint and the FCC. The issue then becomes one of at what level may Sprint, or any competing

local exchange carrier, choose the rates, terms and conditions authorized by Section 252(i).

For reasons stated above, Sprint submits that with only the five (5) exceptions enumerated herein, Section 252(i) permits Sprint to pick and choose those rates, terms and conditions which, in its opinion, are more favorable to its competitors. This is the only interpretation of this statutory provision that makes sense and will provide non-discriminatory treatment to the new entrants in the local exchange market.

VIII. Issue 28: Should the agreement be approved pursuant to Section 252(e)?

POSITION OF SPRINT

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

ARGUMENT

Section 252(e)(1) of the Telecommunications Act of 1996 provides that "[a]ny interconnection agreement adopted by negotiation or arbitration shall be submitted for approval to the State commission." In addition, Section 252(e)(1) also requires that "[a] State commission to which an agreement is submitted shall approve or reject the agreement, with written findings as to any deficiencies." Accordingly, this Commission should approve the arbitrated agreement between the parties.

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

POSITION OF SPRINT

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.

ARGUMENT

Sprint would propose that the deadline for filing an agreement should be 14 days from the date of the issuance of the Order setting out the Commission's decisions on the issues in this proceeding. If no agreement is reached, the parties should then file their respective proposed contractual language for each issue that remains unresolved within 20 days after date of the issuance of the Order. The Commission should then adopt, on an issue by issue basis, the proposed contractual language that best reflects the Commission's determinations in its Order.

X. CONCLUSION

For reasons stated herein, Sprint respectfully requests that the Commission adopt Sprint's position on the issues in this proceeding.

Respectfully submitted,

Sprint Communications Company
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