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November 29, 2001

Ms. Blanca S. Bayó, Director
Division of the Commission Clerk and Administrative Services
Florida Public Service Commission
2540 Shumard Oak Boulevard
Tallahassee, Florida 32399-0870

Re: Docket No. 010795-TP Prehearing Statement of Sprint Communications
Company Limited Partnership (Sprint)

Dear Ms. Bayó:

Enclosed for filing is the original and fifteen (15) copies of Sprint's Prehearing Statement in Docket No. 010795-TP. Also enclosed is a diskette with a copy of the Prehearing Statement in word format. Copies have been served pursuant to the attached Certificate of Service.

Please acknowledge receipt and filing of the above by stamping the duplicate copy of this letter and returning the same to this writer.

Sincerely,

Susan S. Masterton

Enclosures

APP _____
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CMP _____
COM S _____
CTR _____
ECR _____
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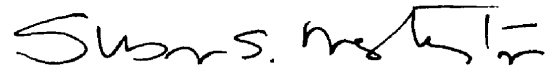
**CERTIFICATE OF SERVICE
DOCKET NO. 010795-TP**

I HEREBY CERTIFY that a true and correct copy of the foregoing was served by hand delivery * or overnight mail this 29th day of November, 2001 to the following:

Kimberly Caswell
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Susan S. Masterton

BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

In re: Petition of Sprint Communications)	Docket No. 010795-TP
Company Limited Partnership for)	
Arbitration with Verizon Florida, Inc. f/k/a)	
GTE Florida, Incorporated, Pursuant to)	Filed: November 29, 2001
Section 252(b) of the Telecommunications)	
Act of 1996.)	
_____)	

PREHEARING STATEMENT OF SPRINT COMMUNICATIONS COMPANY LIMITED PARTNERSHIP

Pursuant to Procedural Orders Nos. PSC-01-1753-PCO-TP, PSC-01-2129-PCO-TP and PSC-01-2285-PCO-TP, SPRINT COMMUNICATIONS COMPANY LIMITED PARTNERSHIP

("Sprint" or the "Company") files this Prehearing Statement:

A. **WITNESSES:** Sprint proposes to call the following witnesses to offer testimony in this docket:

WITNESS:	ISSUES:
Michael R. Hunsucker (Direct and Rebuttal)	1 & 2
Mark G. Felton (Direct and Rebuttal)	3
James R. Burt (Direct and Rebuttal)	6

Sprint has listed the witnesses for whom Sprint believes testimony will be filed, but reserves the right to supplement that list if necessary.

B. **EXHIBITS:**

Michael R. Hunsucker	Exhibit _____, MRH-1 Maryland Tariff No. 23, Section 202
James R. Burt	Exhibit _____, JRB-1 Current Network Configuration
James R. Burt	Exhibit _____, JRB-2 Sprint Requested Network Configuration
James R. Burt	Exhibit _____, JRB-3 Verizon Forced Segration Network Configuration

Sprint has listed the exhibits it believes will be filed, but reserves the right to supplement that list if necessary.

C. **BASIC POSITION:** Sprint's positions on the individually numbered issues in this docket are consistent with the Telecommunications Act of 1996 (the "Act") and the pertinent rulings of the Federal Communications Commission ("FCC") and this Commission. Each of Sprint's positions should be adopted by this Commission.

D-F. **ISSUES AND POSITIONS:**

Issue A: [LEGAL ISSUE] What is the Commission's jurisdiction in this matter?

Position: The Commission has the authority, under section 252 of the Act to arbitrate open issues in an interconnection agreement at the request of either Party to the negotiations. The scope of the Commission's jurisdiction is limited to the issues set forth in the Petition for Arbitration and the response to the Petition. Section 252 of the Act sets forth the time frames for Commission action and the criteria upon which the Commission's arbitration decision must be based.

Sections 364.161 and 364.162, Florida Statutes, provide the Commission's state authority for to arbitrate disputes relating to the negotiation of interconnection agreements. In addition, section 120.80, Florida Statutes, authorizes the Commission to use appropriate procedures to implement the Federal Telecommunications Act.

Issue No. 1: In the new Sprint/Verizon interconnection agreement:

(A) For the purposes of reciprocal compensation, how should local traffic be defined?

(B) What language should be included to properly reflect the FCC's recent ISP Remand Order?

Position: Sprint maintains that the Act and FCC decisions require that the jurisdiction of the traffic be determined by the origination and termination points of the call. In other words, if the call originates and terminates within the Verizon defined local calling area (including mandatory EAS), the call is local and not subject to access charges. In the alternative, if the call originates in one local calling area and terminates in a different local calling area, the call is not local and would be subject to the appropriate access charges.

In addition, Verizon seeks to exclude all Internet Protocol based traffic from the definition of local traffic. The FCC directed that all traffic bound for an Internet Service Provider (ISP) be subject to a limited reciprocal compensation mechanism. The FCC did not indicate that all Internet Protocol traffic is subject to a limited reciprocal compensation mechanism.

Issue No. 2: For the purposes of the new Sprint/Verizon interconnection agreement:

(A) Should Sprint be permitted to utilize multi-jurisdictional interconnection trunks?

(B) Should reciprocal compensation apply to calls from one Verizon customer to another Verizon customer, that originate and terminate on Verizon's network within the same local calling area, utilizing Sprint's "00-" dial around feature?

Position: Yes. Sprint should have the ability to combine local and access traffic on the same facilities (i.e., multi-jurisdictional trunk groups) and pay the appropriate compensation based on the jurisdiction of the traffic. If the call is local, Sprint should pay the appropriate local charges and if the call is access, Sprint should pay the associated access charges.

In addition, the Commission should recognize the FCC's end-to-end analysis as the appropriate way to determine the jurisdiction of a call. Based on this analysis the Commission should determine that calls generated by Sprint's 00- voice activated dialing platform that originate and terminate in the same local calling area are, in fact, local and should be subject to reciprocal compensation. For 00- traffic determined to be local, Sprint proposes that it should compensate Verizon at TELRIC-based rates for transport only on the originating side of the call and for tandem switching, transport and end office switching on the terminating side of the call, based on which network elements are actually provided by Verizon.

Issue No. 3: For the purposes of the new Sprint/Verizon interconnection agreement, should Verizon be required to provide custom calling/vertical features, on a stand alone basis, to Sprint at wholesale discount rates?

Position: Yes. Sprint should be able to obtain from Verizon a stand-alone vertical feature as a resold service, subject to a whole sale discount, pursuant to section 251 (c)(4) of the Telecommunications Act. There is no technical reason that prevents Verizon from offering such optional calling services to Sprint on a stand-alone basis. In fact, Verizon offers vertical features and direct billing to Enhanced Service Providers pursuant to its tariffs, but refuses to provide those same services to Sprint under the terms of its local resale agreement.

Issue No. 4: For the purposes of the new Sprint/Verizon interconnection agreement:

(A) Is the provision of dark fiber cross-connects a combination of separate elements?

(B) Should Verizon be required to combine dark fiber UNEs?

Position: RESOLVED.

Issue No. 5: For the purposes of the new Sprint/Verizon interconnection agreement:

(A) What is the Commission's authority to order the unbundling of packet switching as a UNE?

(B) Should Verizon be required to provide unbundled packet switching to Sprint at any technically feasible point, including remote terminals and central offices?

Position: RESOLVED.

Issue No. 6: For the purposes of the new Sprint/Verizon interconnection agreement, should Sprint be permitted to:

(A) Require Verizon to provide UNE Multiplexing?

(B) Route access traffic over UNEs leased from Verizon at cost-based rates?

Position: The Commission should require Verizon to provide multiplexing to Sprint in connection with its purchase of a loop. This requirement does not create a loop/multiplexer combination but, consistent with the FCC's Third Report and Order in Docket No. 96-98, constitutes the purchase of a loop with attached electronics. Verizon should be required to allow Sprint to use the same multiplexer for UNE and access traffic. In addition, Verizon should be required to provide multiplexing to Sprint at UNE rates when the multiplexer is used for UNE traffic and at access rates when the multiplexer is used for access traffic.

Sprint' position is consistent with FCC rules and orders relating to UNEs. The FCC requires ILECs to provide a requesting telecommunications carrier with access to UNEs in a manner that

allows the requesting carrier to provide any telecommunications service that can be offered by means of a network element. ILECs may not impose limitations, restrictions or requirements on requests for, or the use of, unbundled network elements that would impair the ability of a requesting telecommunications carrier to offer a telecommunications service in the manner the requesting carrier intends. The FCC rules clearly state that a telecommunications carrier can use a UNE to provide exchange access to itself in order to provide interexchange services to subscribers. The FCC has also ruled that when a CLEC purchases a UNE, it has access to all the UNE's features, functions and capabilities. The FCC has placed no restrictions on commingling UNEs with tariffed services (i.e., access services), except in very specific circumstances relating to loop and transport combinations, as set forth in the Supplemental Order Clarification in Docket No. 96-98.

Issue No. 7: No longer an issue (combined with Issue 6).

Issue No. 8: For the purposes of the new Sprint/Verizon interconnection agreement, what information about its Remote Terminals should Verizon provide Sprint?

Position: RESOLVED.

Issue No. 9: What rates for UNEs and loop conditioning should be included in the new Sprint/Verizon interconnection agreement?

Position: RESOLVED.

Issue No. 10: For the purposes of the new Sprint/Verizon interconnection agreement, should Sprint be required to utilize Verizon's loop qualification database to qualify DSL loops?

Position: RESOLVED.

Issue No. 11: What proposed language regarding coordinated testing should be incorporated into the new Sprint/Verizon interconnection agreement?

Position: RESOLVED.

Issue No. 12: Should changes made to Verizon's Commission-approved collocation tariffs, made subsequent to the filing of the new Sprint/Verizon interconnection agreement, supersede the terms set forth at the filing of this agreement?

Position: No. This issue is primarily a legal issue. If tariff changes supersede the terms of a negotiated or arbitrated interconnection agreement, the interconnection agreements would be reduced to little more than placeholders until tariffs go into effect, regardless of whether Sprint has had any opportunity to review and challenge the changes. This is inconsistent with the process for negotiation and arbitration of interconnection agreements set forth in the Telecommunications Act.

Under price regulation as set forth in section 364.051, Florida Statutes, tariff changes made by Verizon are presumptively valid. The only mechanism for challenging the changes is through a complaint filed with the Commission, after the tariff has been filed. There is no statutory provision that allows the Commission to suspend the tariff pending the resolution of the complaint for price-regulated ILECs. Therefore, any changes made to Verizon's collocation tariff would essentially be unilateral changes to the terms of the agreement. To the extent that the rates, terms or conditions in Verizon's tariffs appropriately supplement the interconnection agreement, those tariffs should be specifically referenced in the agreement or a provision should be included addressing how both parties could participate in the modification of the negotiated conditions.

Issue No. 13: For the purposes of the new Sprint/Verizon interconnection agreement, what interval should be established for the provision of transport facilities for new collocations?

Position: RESOLVED.

Issue No. 14: What should be the appropriate collocation rates to be included in the new Sprint/Verizon interconnection agreement?

Position: RESOLVED.

Issue No. 15: For the purposes of the new interconnection agreement, should Sprint be required to permit Verizon to collocate equipment in Sprint's central offices?

Position: No. This issue is primarily a legal issue. The collocation obligations and duties described in Section 251 (c)(3) of the Act pertain exclusively to ILECs.

Issue No. 16: For the purposes of the new Sprint/Verizon interconnection agreement, should Verizon be allowed to continue its policy of removing half-ringer network interface devices (NIDs) from DSL-capable loops when a dispatch is required?

Position: RESOLVED.

Issue No. 17: Should this docket be closed?

Position: This docket should remain open pending the Commission's approval of a final interconnection agreement entered into by the Parties pursuant to the Commission's decision regarding the disputed issues set forth above.

- G. STIPULATIONS:** The Parties entered into a stipulation filed with this Commission on October 23, 2001, which resolved Issues 4, 5, 8, 9, 10, 11, 13, 14 and 16 as noted above.
- H. PENDING MOTIONS:** The Company is not aware of any pending motions at this time.
- I. CONFIDENTIALITY CLAIMS:** Sprint has no claims for confidentiality pending at this time.
- J. COMPLIANCE WITH ORDER ON PREHEARING PROCEDURE:** Sprint does not know of any requirement of the Order on Prehearing Procedure with which it cannot comply.

K. DECISIONS THAT MAY IMPACT COMMISSION'S RESOLUTION OF

ISSUES: Relevant FCC orders and court decisions include the following:

In the Matter of Implementation of the Local Competition Provisions of the Telecommunications Act of 1996, First Report and Order in CC Docket No. 96-98, released August 8, 1996 (“Local Competition Order”)

In the Matter of Implementation of the Local Competition Provisions of the Telecommunications Act of 1996, Third Report and Order in CC Docket No. 96-98, released November 5, 1999 (“UNE Remand Order”)

In the Matter of Implementation of the Local Competition Provisions Of the Telecommunications Act of 1996, Supplemental Order in CC Docket No. 96-98, released November 24, 1999

In the Matter of Implementation of the Local Competition Provisions Of the Telecommunications Act of 1996, Supplemental Order Clarification in CC Docket No. 96-98, released June 2, 2000

Implementation of the Local Competition Provisions in the Telecommunications Act of 1996; Intercarrier Compensation for ISP-Bound Traffic, Declaratory Ruling in CC Docket No. 96-98 and Notice of Proposed Rulemaking in CC Docket No. 99-68 (released February 26, 1999).

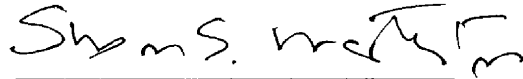
In the Matter of Implementation of the Local Competition Provisions Of the Telecommunications Act of 1996, Intercarrier Compensation for ISP-bound Traffic, Order on Remand and Report and Order in CC Docket No. 96-98 and CC Docket 99-68, released April 27, 2001

Provision of Directory Listing Information under the Telecommunications Act of 1996, First Report and Order in Docket No. 99-273, released January 23, 2001.

Bell Atlantic v. FCC, 206 F.3d 1 (D.C. Circuit 2000)

ATT v. Iowa Utilities Board, 119 S. Ct. 721 (1999)

DATED this 29th day of November, 2001.



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