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September 8, 2003

VIA HAND DELIVERY

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

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COMMISSION
CLERK

Re: Docket No. 030296-TP

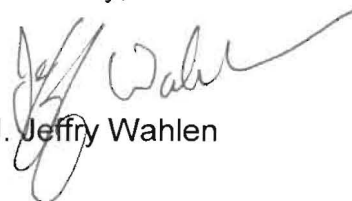
Dear Ms. Bayo:

Enclosed for filing in the above-referenced docket are the original and one (1) copy of Sprint's Notice of Service of Answers to Staff's Third Set of Interrogatories.

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

Thank you for your assistance in this matter.

Sincerely,


J. Jeffrey Wahlen

Enclosures

cc: All Parties of Record

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DOCUMENT NUMBER-DATE
08440 SEP-8 8
FPSC-COMMISSION CLERK

ORIGINAL

BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

In re: Petition for arbitration of unresolved issues resulting from negotiations with Sprint-Florida, Incorporated for interconnection agreement, by AT&T Communications of the Southern States, LLC d/b/a AT&T and TCG South Florida

DOCKET NO. 030296-TP
FILED: September 8, 2003

NOTICE OF SERVICE OF SPRINT'S ANSWERS TO STAFF'S THIRD SET OF INTERROGATORIES

PLEASE TAKE NOTICE that on this date Sprint-Florida, Incorporated ("Sprint") served by hand delivery and e-mail the original of the public (redacted) version of its Answers to Staff's Third Set of Interrogatories on counsel for Staff of the Public Service Commission. The confidential version (confidential information highlighted) has on this date been filed with a notice of intent to request confidential classification with the Division of Commission Clerk and Administrative Services. A copy of the public (redacted) version of Sprint's Answers was also served by mail, hand delivery or e-mail on this date on the other parties of record. A copy of the confidential version (confidential information highlighted) of Sprint's Answers was also served by e-mail on this date to AT&T's counsel of record pursuant to the non-disclosure agreement between the parties.

DATED this 8th day of September, 2003.

DOCUMENT NUMBER-DATE

08440 SEP-8 03

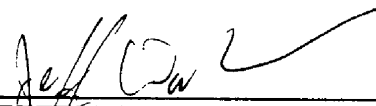
FPSC-COMMISSION CLERK

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ATTORNEYS FOR SPRINT

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a true copy of the foregoing has been furnished by U. S. Mail or hand delivery (*) this 8th day of September, 2003, to the following:

Linda Dodson *
Division of Legal Services
Florida Public Service Comm.
2540 Shumard Oak Blvd.
Tallahassee, FL 32399-0850

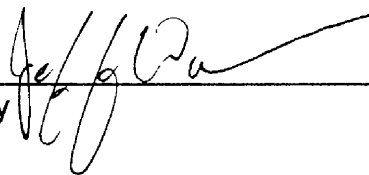
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Attorney



BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

In re: Petition for arbitration of unresolved issues resulting from negotiations with Sprint-Florida, Incorporated for interconnection agreement, by AT&T Communications of the Southern States, LLC d/b/a AT&T and TCG South Florida

DOCKET NO. 030296-TP
DATED: September 8, 2003

**SPRINT'S ANSWERS TO STAFF'S
THIRD SET OF INTERROGATORIES**

Sprint-Florida, Incorporated ("Sprint" or the "Company"), pursuant to Rule 25-22.034, Florida Administrative Code, and Florida Rule of Civil Procedure 1.340, hereby provides the following answers to Staff's THIRD Set of Interrogatories, served on August 22, 2003 ("Staff's Third Set"). The answers to interrogatories No. 33 through 38 were provided by Jim Burt. The answers to interrogatories No. 39 through 44 were provided by Mike Maples.

32. How did Sprint determine the percentage of traffic that is actually toll, rather than local, on AT&T's local interconnection trunks?

Answer:

Sprint used a system purchased from Agilent to obtain SS7 data on traffic being terminated over the AT&T local interconnection trunks. This data allowed Sprint to properly jurisdictionalize the calls based on the originating and terminating telephone numbers, i.e., the end-points of the calls.

**SPRINT
DOCKET NO. 030296-TP
STAFF'S THIRD SET
INTERROGATORY NO. 33
PAGE 1 OF 1**

33. How much of the amount indicated in the response to Interrogatory No. 21(b) is due to VoIP?

Answer:

Sprint cannot distinguish VoIP traffic from other traffic. Sprint believes that 100 percent of the toll traffic referred to in Interrogatory No. 21(b) is VoIP based on correspondence between Sprint and AT&T.

34. How does Sprint differentiate VoIP traffic, or traffic delivered over some other technology, from traffic delivered via traditional switched access?

Answer:

Sprint cannot differentiate VoIP traffic from other traffic. At the point where the traffic is delivered to Sprint it is in TDM format.

SPRINT
DOCKET NO. 030296-TP
STAFF'S THIRD SET
INTERROGATORY NO. 35
PAGE 1 OF 1

35. Assume for this question a CLEC provides local calling to an area larger than Sprint's local calling area, such as with statewide local calling. When a call with a phone number that is outside Sprint's local calling area, is delivered from the CLEC over local interconnection trunks to Sprint, would such a call be included as part of the lost revenue that Sprint is alleging?

Answer:

Yes, the lost revenue includes calls outside Sprint's local calling area.

36. What is the cause of the decline in the dollar amount of revenue lost, and what is the percentage of switched access traffic lost due to VoIP?

Answer:

Sprint disagrees that there has been a decline in the dollar amount of revenue lost.

[REDACTED]

The percentage of traffic lost due to VoIP can be estimated to be 3 percent. For the period August 2002 through May 2003, [REDACTED]

[REDACTED] that was terminated over AT&T CLEC local interconnection trunks. For the same time period, [REDACTED]

[REDACTED]

from AT&T.

The sum of the access minutes terminated over local interconnection trunks divided by the sum of the access minutes terminated as access equals [REDACTED]

[REDACTED] This is consistent with AT&T's estimate of VoIP Petition filed with the FCC on page 4 where it stated their VoIP traffic was between 1-5% of its total interexchange traffic.

37. Is the amount of VoIP traffic in general declining?

Answer:

Sprint has no reason to believe that VoIP traffic is declining. In fact, published material would suggest just the opposite, that VoIP traffic is increasing.

38. If this commission were to determine that VoIP traffic should be subject to switched access charges, would Sprint still consider the delivery of toll traffic over local trunks to be problematic?

(a) If your response is affirmative, what does Sprint believe would be appropriate action to resolve the problem?

Answer:

Yes, Sprint does not have an automated billing system that is capable of billing multi-jurisdictional trunks.

(a) The parties would have to agree to a process based upon the terms and conditions of the interconnection agreement.

39. Based on the parties' position statements, Issue 6 clearly relates to reciprocal compensation. Why has SPRINT decided used the term "local traffic" rather than "reciprocal compensation traffic" for the purposes of their interconnection agreement?

Answer:

Sprint was unaware that this was going to be an issue until just prior to AT&T filing its arbitration petition. We realized as we reviewed the matter that the parties had used the term "local traffic" to refer to "reciprocal compensation traffic" in the document and that Sprint's definition did not coincide with the term's use. In spite of that, Sprint believes that its definition is more accurate and has therefore taken the position it has in this arbitration proceeding, fully understanding that as a result, the contract references using "local traffic" to refer to "reciprocal compensation traffic" will have to be modified with another term. Sprint does not believe that this is a laborious task and can easily be accomplished.

40. What are the characteristics of "exchange access traffic?"

Answer:

Exchange Access is a defined term in the Telecommunications Act. Section 3(16) states, "The term "exchange access" means the offering of access to telephone exchange services or facilities for the purpose of the origination or termination of telephone toll services." Telephone toll service "means telephone service between stations in different exchange areas for which there is made a separate charge not included in contracts with subscribers for exchange service." [Act, section 3(48)] The FCC has clarified that a carrier seeking interconnection solely for the purpose of originating or terminating its interexchange traffic and not for the purpose of providing telephone exchange service, cannot request interconnection under §251(c)(2). In such cases the carrier is receiving exchange access, not providing it. Therefore, exchange access traffic is toll traffic originated by an end user, for which the carrier providing telephone exchange service charges the interexchange provider access charges.

41. Give all examples of the types of "exchange access traffic" that SPRINT exchanges with other telecommunications carriers.

Answer:

Sprint exchanges both originating and terminating "exchange access traffic" with other carriers. The types of exchange access traffic include:

1+ (direct dialed toll)

0+0- (operator)

1-800 (toll free)

10-10-xxx (dial around)

011+ (direct dialed international)

SPRINT
DOCKET NO. 030296-TP
STAFF'S THIRD SET
INTERROGATORY NO. 42
PAGE 1 OF 1

42. Is a toll call considered a type of "exchange access traffic" that SPRINT exchanges with other telecommunications carriers in the State of Florida?

Answer:

Yes. Please see answer to question 40.

43. How should toll calls be determined for the purpose of the proposed interconnection agreement?

Answer:

From the end user perspective, a call is either toll or local based on the local calling area of the carrier providing telephone exchange service.

From the perspective of inter-carrier compensation there are several scenarios:

- Calls between ILECs and CMRS providers that originate and terminate within the MTA fall under the FCC's reciprocal compensation guidelines; however, in some cases, the ILEC end user will be billed toll charges for making a call to a wireless subscriber that is within the same MTA.
- Calls between ILECs and CLECs that are interstate are considered access. The ILEC and CLEC bill access to the end users toll service provider.
- Calls between ILECs and CLECs that are intrastate are considered toll or local based on the originating carrier's local calling area.

44. For the purpose of the proposed interconnection agreement, should the rating of toll calls be a function of the physical originating and terminating points of the call?

Answer:

Rating of toll calls is a function of end user billing, and Sprint does not believe that it is necessary to address it in the agreement between interconnecting carriers, since each carriers bills its own end users based on the terms and conditions of the services offered by it to its customers.

As pointed out in my direct testimony (page 38, line 19 – page 39, line 9) this commission has already determined that the physical end points of a voice call should be used to determine the appropriate inter-carrier compensation of a call to or from a virtual NXX. Sprint agrees with this position and has proposed a separate inter-carrier compensation regime for ISP calls using a virtual NXX (issue 9 in this proceeding).

Non-virtual NXX calls are rated based on the rate centers where the NXX resides. This is appropriate since the calls are actually switched within the rate center.

STATE OF KANSAS

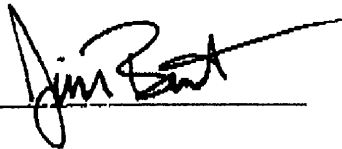
COUNTY OF JOHNSON

BEFORE ME, the undersigned authority, personally appeared James R. Burt, who
being duly sworn deposes and says:

That he occupies the position of Director – Regulatory Policy, and is the
person who has furnished the answers to Staff's third set of interrogatories items
33 through 38, and further says that said answers are true and correct to the best
of his knowledge and belief.

WITNESS my hand and seal this 8th day of September, A. D., 2003

Signature



Debbie K Draper

Notary Public

State of

Kansas

My Commission Expires:

June 24, 2005

STATE OF KANSAS

COUNTY OF JOHNSON

BEFORE ME, the undersigned authority, personally appeared James Michael Maples, who being duly sworn deposes and says:

That he occupies the position of Senior Manager – Regulatory Policy, and is the person who has furnished the answers to Staff's third set of interrogatories items 39 through 44, and further says that said answers are true and correct to the best of his knowledge and belief.

WITNESS my hand and seal this 8th day of September, A. D., 2003

Signature *James Michael Maples*

Rhame Glade
Notary Public
State of *Kansas*

My Commission Expires: *9/12/04*

