

ORIGINAL

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Sent: Tuesday, July 05, 2005 11:19 AM
To: Filings@psc.state.fl.us
Subject: 041464-TP Sprint's Prehearing Statement
Attachments: Sprint's Prehearing Statement Filing.doc

Filed on behalf of:

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Docket No. 041464-Tp

Title of filing: Sprint's Prehearing Statement

Filed on behalf of: Sprint

No. of pages: 15

Description: Sprint's Prehearing Statement

CMP _____
COM 3 _____
CTR _____
ECR _____
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OPC _____
MMS _____
RCA _____
SCR _____
SEC 1 _____
OTH _____

7/5/2005

DOCUMENT NUMBER-DATE

06293 JUL -5 05

FLORIDA COMMISSION OF ELECTRICITY REGULATION

ORIGINAL

July 5, 2005

Ms. Blanca S. Bayó, Director
Division of the Commission Clerk
& Administrative Services
Florida Public Service Commission
2540 Shumard Oak Boulevard
Tallahassee, FL 32399-0850

Re: Docket No. 041464-TP

Dear Ms. Bayó:

Enclosed for filing on behalf of Sprint-Florida, Incorporated is Sprint's Prehearing Statement.

Copies are being served on the parties in this docket pursuant to the attached certificate of service.

If you have any questions regarding this electronic filing, please do not hesitate to call me at 850-599-1560.

Sincerely,

S/ Susan S. Masterton

Susan S. Masterton

Enclosure

DOCUMENT NUMBER-DATE

06293 JUL -5 2005

FPCO COMMUNICATIONS

**CERTIFICATE OF SERVICE
DOCKET NO. 041464-TP**

I HEREBY CERTIFY that a true and correct copy of the foregoing was served by electronic and U.S. mail on this 5th day of July, 2005 to the following:

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6450 Sprint Pkwy
Overland Park, KS 66251-6100

S/ Susan S. Masterton

Susan S. Masterton

BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

Petition for arbitration of certain unresolved)	Docket No. 041464-TP
Issues associated with negotiations for)	
Interconnection, collocation, and resale agreement)	
With Florida Digital Network, Inc. d/b/a FDN)	
Communications, by Sprint – Florida, Incorporated.)	Filed: July 5, 2005
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SPRINT-FLORIDA, INCORPORATED'S
PREHEARING STATEMENT

SPRINT-FLORIDA, INCORPORATED ("Sprint" or the "Company"), pursuant to Order No. PSC-05-0496-PCO-TP, submits the following Prehearing Statement:

A. WITNESSES: Sprint has prefiled the testimony of the following witnesses:

Steven D. Givner	Direct	Background and Issue 34
James M. Maples	Direct and Rebuttal	Issues 21, 22, 24, 25, 27, 29, 30 and 34
Jimmy R. Davis	Direct and Rebuttal	Issues 28, 29 and 49
Peter Sywenki	Direct and Rebuttal	Issues 5, 36, 37, 38 and 39

B. EXHIBITS: Sprint has prefiled the following exhibits:

Exhibit SDG-1	Sprint – FDN Interconnection Agreement
Exhibit JMM-1	Determination of Business Lines and Fiber-based collocators by wire center (CONFIDENTIAL)
Exhibit JMM-2	Summary of Business Lines by Wire Center for Florida (CONFIDENTIAL)
Exhibit JRD-1	Routine Modification of Facilities

Sprint reserves the right to introduce exhibits at the hearing as necessary to present its case and for cross-examination purposes.

C. BASIC POSITION: The Commission’s goal in this proceeding is to resolve each issue in this arbitration consistent with the requirements of Section 251 of the Telecommunications Act of 1996 (“1996 Act”), including the regulations prescribed by the Federal Communications Commission (“FCC”). Sprint and FDN have continued to negotiate in good faith and have resolved a significant number of issues since Sprint’s request for arbitration was filed with this commission.

Nevertheless, there remain a number of issues for which the parties have been unable to reach a solution. These issues range in scope and complexity but the primary issue necessitating this arbitration is FDN’s refusal to implement the FPSC’s January 8, 2003 Order No. PSC-03-0058-FOF-TP that approved new rates from Sprint unbundled network elements (“UNE Rate Order”).

D-F. ISSUES AND POSITIONS:

ISSUE 1: How should “business day” be defined?

Sprint’s Position: Settled

ISSUE 2: How should “collocation space” be defined?

Sprint’s Position: Settled

ISSUE 3: How should “parties” be defined?

Sprint’s Position: Settled

ISSUE 4: Should “virtual point of interconnection” be included in the definition section? If so, how should it be defined?

Sprint’s Position: Settled

ISSUE 5: How should “local traffic” be defined?

Sprint’s Position: Local traffic should be defined as traffic that is originated and terminated within Sprint’s local calling area or mandatory extended area service (EAS) area. The commission should adopt Sprint’s definition of local traffic as proposed in paragraph 1.73.

ISSUE 6: Should “high frequency portion of the local loop” be included in the definition section? If so, how should it be defined?

Sprint’s Position: Settled

ISSUE 7: How should “local loop” be defined?

Sprint’s Position: Settled

ISSUE 8: Should “reverse collocation” be included in the definition section? If so, how should it be defined?

Sprint’s Position: Settled

ISSUE 9: What language should be included in the Agreement to address “changes in law?”

Sprint’s Position: Settled

ISSUE 10: What is the appropriate term of the Agreement?

Sprint’s Position: Settled

ISSUE 11: Should the Agreement take effect if FDN has outstanding amounts due to Sprint?

Sprint’s Position: Settled

ISSUE 12 If Sprint sells or trades all or substantially all of its assets in an exchange or group of exchanges, what terms and conditions should apply?

Sprint’s Position: Settled

ISSUE 13 **What terms should apply to an assignment of the Agreement when all or substantially all of the assets of a party are purchased or traded?**

Sprint's Position: Settled

ISSUE 14 **What are the appropriate terms for services after the Agreement's end date?**

Sprint's Position: Settled

ISSUE 15 **Must Sprint provide notice and give FDN an opportunity to cure before suspending processing orders or terminating service for nonpayment of undisputed bills not paid after the due date? If so, on what terms and conditions?**

Sprint's Position: Settled

ISSUE 16 **How long after an invoice is rendered may FDN dispute the invoice, and what are the terms and conditions governing the dispute?**

Sprint's Position: Settled

ISSUE 17 **What terms should apply to public statements or press releases referring to either of the parties, their affiliates, or the Agreement?**

Sprint's Position: Settled

ISSUE 18 **When should notice sent by certified mail, return receipt requested, be effective?**

Sprint's Position: Settled

ISSUE 19 **Should the force majeure provision have an exception as proposed by Sprint?**

Sprint's Position: Settled

ISSUE 20 **What are the terms and conditions applicable to the use and reassignment of Sprint's facilities when a new order is submitted?**

Sprint's Position: Settled

ISSUE 21 **What are the appropriate terms and conditions applicable to the resale of Contract Service arrangements, Special arrangements, or Individual Case Basis (ICB) arrangements?**

Sprint's Position: Sprint has proposed terms that would apply termination liability if an end user chooses to transfer service to the CLEC before the contract terms are fulfilled. The Commission should adopt the term proposed by Sprint.

ISSUE 22 What terms and conditions should be included to reflect the FCC's TRO and TRRO decisions?

Sprint's Position: Two specific issues are in dispute. They are (1) the process the parties will follow when Sprint wire centers meet the thresholds defended by the FCC in the TRRO and (2) whether Sprint's proposed cap on the number of DS1 dedicated transport circuits that a CLEC can lease on any given route should be adopted. The process and cap proposed by Sprint in its language are consistent with the TRRO and should be adopted.

ISSUE 23 When should FDN be required to self-certify unbundled network elements (UNEs)? When self-certification is required, how should FDN self-certify?

Sprint's Position: Sprint has proposed that the modified language of paragraph 40.4 be adopted in the agreement. This language reads, "CLEC may use Network Elements provided under this agreement for any Telecommunications service and as permitted by applicable rules subject to the restrictions listed below." This language is consistent with the terms in 50.4.3 and with the FCC's rules in 47 C.F.R. § 51.318 (b). To Sprint's knowledge, FDN is not disputing these terms.

ISSUE 24 May Sprint restrict UNE availability where there is not a "meaningful amount of local traffic?" If so, what is a "meaningful amount of local traffic?"

Sprint's Position: During negotiations, Sprint modified the terms that were being disputed when the issue statement was crafted. Sprint's position is that all UNEs must be used to provide local exchange services. The rules established by the TRRO prohibit the

use of UNEs which are deemed to be competitive. UNEs can be used to provide those services if they are also being used to provide local exchange services, which are defined in the TRRO.

ISSUE 25 When and how should Sprint make subloop access available to FDN?

Sprint's Position: Sprint proposes to consider all requests for subloop access through the ICB process, a proposal which is consistent with the commission's findings in Sprint's UNE cost docket. Once Sprint has provisioned a type of subloop in Florida to a CLEC, Sprint will make available such subloop under the same or more favorable terms, conditions and charges to other requesting CLEC's, upon execution of an amendment or other acceptance of pricing by CLEC.

ISSUE 26 Should Sprint be required to provide UNEs or combinations of UNEs on the same rates, terms and conditions as Sprint has provided to another carrier or under a Bona Fide Request (BFR) process and/or ICB pricing? If so, how should the rates, terms and conditions be incorporated into the parties' Agreement?

Sprint's Position: Settled

ISSUE 27 Under what circumstances must Sprint, at FDN's request, combine and provide individual network elements that are routinely combined in Sprint's network?

Sprint's Position: Sprint provides EELS which are a combination of DS1/DS3 UNE loops with DS1/DS3 UNE Dedicated Transport or DS1/DS3 UNE loops or Dedicated Transport commingled with special access DS1/DS3 Transport or channel terminations. The appropriate prices are the UNE rates & the tariffed rates for the loop, transport and special access components. Any facilities required to connect the UNEs would be charged at TELRIC rates. Requests for new combinations or commingled arrangements should be handled through the Bona Fide Request (BFR) process.

ISSUE 28 **How should cooperative testing be conducted and what charges should apply, if any?**

Sprint's Position: Settled

ISSUE 29 **What rates, terms and conditions should apply to routine network modifications on UNEs available under the Agreement?**

Sprint's Position: Sprint has developed pricing for the most common routine network modifications, i.e., rearrangement of cable, repeater and doubler installation, smart jack installation, and line card installations and included those prices on the price list. Those rates and their underlying terms and conditions should be incorporated into the agreement. Rates, terms and conditions for all other routine network modifications should be developed through the ICB process.

ISSUE 30 **On what rates, terms and conditions should Sprint offer loop conditioning?**

Sprint's Position: Sprint and FDN have reached agreement on the terms and conditions of loop conditioning but not on the rates. The rates approved by the FPSC in the Sprint UNE cost docket are the appropriate rates and should be incorporated into the agreement.

ISSUE 31 **Is Sprint obligated to provide Line Information Data Bases (LIDB) and Advanced Intelligent Network (AIN) platform and databases as UNEs under 251 and FCC rules? If so, what are the rates, terms and conditions?**

Sprint's Position: Settled

ISSUE 32 **Is Sprint obligated to provide access to other companies' Caller ID with NAME (CNAM) databases as UNEs under 251 and FCC rules? If so, under what rates, terms and conditions?**

Sprint's Position: Settled

ISSUE 33 **Should Sprint have a distinct obligation to provide to FDN the necessary UNEs for FDN to provide E911/911 services to government agencies, and if such elements are not available to Sprint, should Sprint have a distinct obligation to offer E911/911 services for resale by FDN to government agencies?**

Sprint's Position: Settled

ISSUE 34 **What are the appropriate rates for UNEs and related services provided under the Agreement?**

Sprint's Position: The UNE rates which the FPSC approved in Sprint's UNE cost docket are the appropriate rates and should be incorporated into the agreement between FND and Sprint.

ISSUE 35 **What are the parties' obligations regarding interconnection facilities?**

Sprint's Position: Settled

ISSUE 36 **What terms should apply to establishing Points of Interconnection (POI)?**

Sprint's Position: FDN should maintain a minimum of one POI per LATA with a POI at each Sprint tandem where FDN terminates traffic.

ISSUE 37 **What are the appropriate terms for transport and termination compensation for:**
(a) local traffic
(b) non-local traffic
(c) ISP-bound traffic?

Sprint's Position: Sprint and FDN should exchange (a) local traffic and (c) ISP-bound traffic on a Bill and Keep basis when that traffic is roughly in-balance. Tariffed access charges should apply to the (b) non-local traffic that is exchanged.

ISSUE 38 **What are the appropriate terms for compensation and costs of calls terminated to end users physically located outside the local calling area in which their NPA/NXXs are homes (Virtual NXXs)?**

Sprint's Position: VNXX traffic should be subject to long distance access charges because the originating customer and terminating customer are not located within the applicable local calling area.

ISSUE 39 What are the appropriate terms for compensation and costs of calls that are transmitted, in whole or in part, via the public Internet or a private IP network (VoIP)?

Sprint's Position: Intercarrier compensation for VoIP traffic should be the same as the compensation for non-VoIP traffic (e.g., reciprocal compensation, interstate access and intrastate access).

ISSUE 40 What should be each party's obligations for identifying and reporting its Percent Local Usage (PLU) factor, and how should billing be adjusted for a change in factors?

Sprint's Position: Settled

ISSUE 41 What are each party's obligations for transmitting the calling party number (CPN) for each call being terminated on the other's network?

Sprint's Position: Settled

ISSUE 42 What are the appropriate terms regarding trunk forecasting?

Sprint's Position: Settled

ISSUE 43 What are the appropriate terms, conditions and compensation for transit traffic?

Sprint's Position: Settled

ISSUE 44 In order to obtain transit services from Sprint, should FDN be required to have network and contractual arrangements with all necessary parties?

Sprint's Position: Settled

ISSUE 45 **Should FDN be required to pay Sprint for information on traffic originated by third parties and transited by Sprint to FDN?**

Sprint's Position: Settled

ISSUE 46 **If the terminating party requests, and the transiting party does not provide, the terminating party with the originating record in order for the terminating party to bill the originating party, should the terminating party be permitted to default bill the transiting party for transited traffic that does not identify the originating party?**

Sprint's Position: Settled

ISSUE 47 **What are the appropriate terms, conditions and compensation for indirect traffic?**

Sprint's Position: Settled

ISSUE 48 **Should the Agreement address Sprint's refusing to port numbers of customers whose service has been suspended in light of the FPSC's existing rule regarding number porting? If so, how?**

Sprint's Position: Settled

ISSUE 49 **What charges, if any, should apply to a request made by FDN to coordinate conversions after normal working hours, or on Saturdays, Sundays, or Sprint holidays?**

Sprint's Position: Settled

ISSUE 50 **Within how many days must FDN pay Sprint's bills?**

Sprint's Position: Settled

ISSUE 51 **For what billing records may a party charge the other?**

Sprint's Position: Settled

ISSUE 52 **What are the appropriate terms and conditions for collocation to implement FPSC Order No. PSC-04-0895-FOF-TP as amended by PSC-04-0895A-FOF-TP?**

Sprint's Position: Settled

ISSUE 53 **What are the appropriate terms and conditions for reclamation of collocation space or reclamation of any other Sprint-provided facility and how should disputes regarding collocation reclamations be resolved?**

Sprint's Position: Settled

ISSUE 54 **Should collocation space occupied by FDN constitute CLEC premises or Sprint premises?**

Sprint's Position: Settled

ISSUE 55 **What are the appropriate intervals for processing collocation applications?**

Sprint's Position: Settled

ISSUE 56 **What should the intervals be for collocation space augments?**

Sprint's Position: Settled

ISSUE 57 **Under what conditions, if any, should FDN be responsible for Sprint's extraordinary space preparation and maintenance costs?**

Sprint's Position: Settled

ISSUE 58 **When should the 180-day period for placing operational telecommunications equipment in FDN's collocation space begin?**

Sprint's Position: Settled

ISSUE 59 **Under what circumstances, if any, should FDN be permitted to use cross connect services to connect FDN's equipment in FDN's collocation space to any services or facilities purchased under this Agreement or any other Sprint services, such as special access services purchased under Sprint state and federal tariffs?**

Sprint's Position: Settled

ISSUE 60 **Under what circumstances should FDN be permitted to access its collocation space without the need for a security escort?**

Sprint's Position: Settled

ISSUE 61 **If FDN brings hazardous material onto Sprint's premises without notification, or stores or disposes of such materials on Sprint's premises in violation of any applicable environmental law, should FDN have an adequate time to cure before Sprint may terminate the applicable collocation space?**

Sprint's Position: Settled

G. STIPULATIONS: Sprint is not aware of any pending stipulations at this time.

H. PENDING MOTIONS: Sprint has the following motion pending:

Motion to Strike FDN's Direct Panel Testimony, filed June 14, 2005

In addition, FDN has the following motions pending;

FDN's Motion for Postponement of, and establishment of, Due Dates, filed June 7, 2005

FDN's Motion to Compel filed June 28, 2005

I. PENDING CONFIDENTIALITY REQUESTS: Sprint has the following Notice of Intent to Request Confidential Classification pending:

Sprint's NOI for Document Nos. 06040-05, 06041-05 and 06042-05 filed June 24, 2005 (Request due by July 14, 2005)

J. COMPLIANCE WITH ORDER ON PREHEARING PROCEDURE:

The Company does not know of any requirement of the Order on Prehearing Procedure with which it cannot comply.

K. OBJECTIONS TO WITNESS' QUALIFICATIONS: The Company has no objections to a witness' qualifications as an expert.

Respectfully submitted this 5th day of July 2005.

S/ Susan S. Masterton
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