

Marguerite McLean

100176-TP
100177-TP

From: WOODS, VICKIE (Legal) [vf1979@att.com]
Sent: Thursday, July 15, 2010 11:51 AM
To: Filings@psc.state.fl.us
Subject: 100176/100177-TP AT&T Florida, Sprint Communications Company L.P., Sprint Spectrum L.P., Nextel South Corp. and NPCR, Inc. d/b/a Nextel Partners' Joint Proposed Issues
Attachments: Document.pdf

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B. Docket No. 100176-TP: Petition for Arbitration of Interconnection Agreement between

BellSouth Telecommunications, Inc. d/b/a AT&T Florida and Sprint Communications

Company L.P.

Docket No. 100177-TP: Petition for Arbitration of Interconnection

Agreement between BellSouth Telecommunications, Inc. d/b/a AT&T

Florida and Sprint Spectrum L.P., Nextel South Corp. and NPCR, Inc.

d/b/a Nextel Partners

C. BellSouth Telecommunications, Inc. d/b/a AT&T Florida

on behalf of Manuel A. Gurdian

D. 27 pages total (includes letter, pleading and Joint Issues Matrix)

E. BellSouth Telecommunications, Inc. d/b/a AT&T Florida, Sprint Communications Company L.P., Sprint Spectrum L.P., Nextel South Corp. and NPCR, Inc. d/b/a Nextel Partners' Joint Proposed Issues

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7/15/2010

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July 15, 2010

Ms. Ann Cole
Office of the Commission Clerk
Florida Public Service Commission
2540 Shumard Oak Boulevard
Tallahassee, FL 32399-0850

Docket No. 100176-TP: Petition for Arbitration of Interconnection Agreement between BellSouth Telecommunications, Inc. d/b/a AT&T Florida and Sprint Communications Company L.P.

Docket No. 100177-TP: Petition for Arbitration of Interconnection Agreement between BellSouth Telecommunications, Inc. d/b/a AT&T Florida and Sprint Spectrum L.P., Nextel South Corp. and NPCR, Inc. d/b/a Nextel Partners

Dear Ms. Cole:

Enclosed is BellSouth Telecommunications, Inc. d/b/a AT&T Florida's, Sprint Communications Company L.P., Sprint Spectrum L.P., Nextel South Corp. and NPCR, Inc. d/b/a Nextel Partners Joint Proposed Issues, which we ask that you file in the captioned dockets.

Copies have been served to the parties shown on the attached Certificate of Service.

Sincerely,


Manuel A. Gurdian

cc: All parties of record
Gregory R. Follensbee
Jerry D. Hendrix
E. Earl Edenfield, Jr.

Certificate of Service
Docket Nos. 100176-TP and 100177-TP

I HEREBY CERTIFY that a true and correct copy was served via Electronic Mail
and First Class U. S. Mail this 15th day of July, 2010 to the following:

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Manuel A. Gurdian

BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

In re: Petition for Arbitration of Interconnection) Docket No. 100176-TP
Agreement Between BellSouth)
Telecommunications, Inc. d/b/a)
AT&T Florida and Sprint Communications)
Company L.P.)

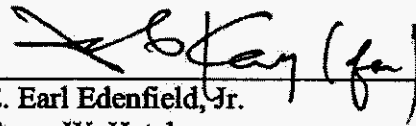
In re: Petition for Arbitration of Interconnection) Docket No. 100177-TP
Agreement Between BellSouth Telecommunications,)
Inc. d/b/a AT&T Florida and Sprint Spectrum L.P.,)
Nextel South Corp., and NPCR, Inc. d/b/a Nextel)
Partners)
_____) Filed: July 15, 2010

JOINT PROPOSED ISSUES

Pursuant to the Notice of Issue Identification Meeting issued on July 2, 2010,
BellSouth Telecommunications, Inc. d/b/a AT&T Florida, Sprint Communications
Company L.P., Sprint Spectrum L.P., Nextel South Corp. and NPCR, Inc. d/b/a Nextel
Partners hereby files the following Proposed Issues attached hereto as Exhibit A.

Respectfully submitted this 15th day of July, 2010.

AT&T FLORIDA



E. Earl Edenfield, Jr.

Tracy W. Hatch

Manuel A. Gurdian

c/o Gregory R. Follensbee

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EXHIBIT A

Joint Disputed Issues List of AT&T Florida and Sprint
 Docket Nos. 100176-TP & 100177-TP
 07/15/10

Issue No.	Issue Description (& Sub Issues)	Issue Appendix / Location	Sprint Wireless / Wireline Language	AT&T Wireless / Wireline Language	Sprint Position	AT&T Position
I. Provisions related to the Purpose and Scope of the Agreements						
I.A.	<p>(1) What legal sources of the parties' rights and obligations should be set forth in section 1.1 of the CMRS ICA?</p> <p>(2) Should either ICA state that the FCC has not determined whether VoIP is telecommunication service or information service? (Section 1.3)</p> <p>(3) Should the CMRS ICA permit Sprint to send interconnected VoIP traffic to AT&T? (CMRS section 1.3)</p> <p>(4) Should Sprint be permitted to use the ICAs to exchange traffic associated with jointly provided Authorized Services to a subscriber through Sprint wholesale</p>	GTC Part A, Sections 1.1, 1.3, 1.4				

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Issue No.	Issue Description (& Sub Issues)	Issue Appendix / Location	Sprint Wireless / Wireline Language	AT&T Wireless / Wireline Language	Sprint Position	AT&T Position
	<p>arrangements with a third party provider that does not use NPA-NXXs obtained by Sprint? (Section 1.4)</p> <p>(5) Should the CLEC Agreement contain Sprint's proposed language that requires AT&T to bill a Sprint Affiliate or Network Manager directly that purchases services on behalf of Sprint? (Section 1.5)</p>					
Miscellaneous service or traffic-related definitions						
I.B.	<p>(1) What is the appropriate definition of Authorized Services?</p> <p>(2) (a) Should the term "Section 251(b)(5) Traffic" be a defined term in either ICA and, if so, (b) what constitutes Section 251(b)(5) Traffic for (i) the CMRS ICA and (ii) the CLEC ICA?</p>	GT&Cs Part B Definitions				

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Issue No.	Issue Description (& Sub Issues)	Issue Appendix / Location	Sprint Wireless / Wireline Language	AT&T Wireless / Wireline Language	Sprint Position	AT&T Position
I.B (con't)	(3) What is the appropriate definition of Switched Access Service?	GT&C Part B Definitions				
I.B (con't)	(4) What are the appropriate definitions of InterMTA and IntraMTA traffic for the CMRS ICA? (5) Should the CMRS ICA include AT&T's proposed definitions of "Originating Landline to CMRS Switched Access Traffic" and "Terminating InterMTA Traffic"?	GT&C Part B Definitions				
Transit traffic related issues						
I.C	(1) What are the appropriate definitions related to transit traffic service?	GT&C Part B Definitions				
I.C (con't)	(2) Should AT&T be required to provide transit traffic service under the ICAs?	Attachment 3, Section 2.5.4(a),4				

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Issue No.	Issue Description (& Sub Issues)	Issue Appendix / Location	Sprint Wireless / Wireline Language	AT&T Wireless / Wireline Language	Sprint Position	AT&T Position
	<p>(3) If the answer to (2) is yes, what is the appropriate rate that AT&T should charge for such service?</p> <p>(4) If the answer to (2) is yes, should the ICAs require Sprint either to enter into compensation arrangements with third party carriers with which Sprint exchanges traffic that transits AT&T's network pursuant to the transit provisions in the ICAs or to indemnify AT&T for the costs it incurs if Sprint does not do so?</p> <p>(5) If the answer to (2) is yes, what other terms and conditions related to AT&T transit service, if any, should be included in the ICAs?</p>					
I.C (con't)	(6) Should the ICAs provide for Sprint to act as a transit provider by delivering Third	Attachment 3, Sections 2.5.4(d), 4.2				

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Issue No.	Issue Description (& Sub issues)	Issue Appendix / Location	Sprint Wireless / Wireline Language	AT&T Wireless / Wireline Language	Sprint Position	AT&T Position
	Party-originated traffic to AT&T?					
I.C (con't)	(7) Should the CLEC ICA require Sprint either to enter into compensation arrangements with third party carriers with which Sprint exchanges traffic or to indemnify AT&T for the costs it incurs if Sprint does not do so?	Attachment 3 – Network Interconnection – Part B – Section 6.1a.5				
II- How the Parties Interconnect						
ii.A.	Should the ICA distinguish between Entrance Facilities and Interconnection Facilities? If so, what is the distinction?	GT&C Part B Definitions Attachment 3, Section 2.2				
Combined-Use Trunking						
ii.B.	(1) Should the ICA include Sprint's proposed language that would permit Sprint to combine multi-jurisdictional traffic on the same trunk groups (e.g., traffic subject to reciprocal	Attachment 3, Section 2.5.4(b) (Sprint)				

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Issue No.	Issue Description (& Sub Issues)	Issue Appendix / Location	Sprint Wireless / Wireline Language	AT&T Wireless / Wireline Language	Sprint Position	AT&T Position
	<p>compensation and traffic subject to access charges)?</p> <p>(2) Should the ICAs include Sprint's proposed language that would permit Sprint to combine its CMRS wireless and CLEC wireline traffic on the same trunk groups that may be established under either ICA?</p>					
911 Trunking						
II.C	<p>(1) Should Sprint be required to maintain 911 trunks on AT&T's network when Sprint is no longer using them?</p> <p>(2) Should the ICA include Sprint's proposed language permitting Sprint to send wireline and wireless 911 traffic over the same 911 Trunk Group when a PSAP is capable of receiving commingled traffic?</p> <p>(3) Should the ICA include AT&T's</p>	<p>Attachment 10, Section 1.1, 8.3 (Sprint CMRS) Sections 1.2, 1.3 (Sprint CLEC)</p> <p>Attachment 10, Section 1.2, 1.3 (AT&T CLEC) Section 1.1 (AT&T CMRS)</p>				

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Issue No.	Issue Description (& Sub Issues)	Issue Appendix / Location	Sprint Wireless / Wireline Language	AT&T Wireless / Wireline Language	Sprint Position	AT&T Position
	proposed language providing that the trunking requirements in the 911 Attachment apply only to 911 traffic originating from the Parties' End Users?					
Points of Interconnection						
II.D.	(1) Should Sprint be obligated to establish additional Points of Interconnection (POI) when its traffic to an AT&T tandem serving area exceeds 24 DS1s for three consecutive months? (2) Should the CLEC ICA include AT&T's proposed additional language governing POI's?	Attachment 3, Sections 2.3, (Sprint) Section 2.3 (AT&T CMRS) Sections 2.6-2.6.5 (AT&T CLEC)				
Facility/Trunking Provisions						
II.F.	(1) Should Sprint CLEC be required to establish one	Attachment 3 Section 2.5, 2.5.1 (CLEC Only),				

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Issue No.	Issue Description (& Sub Issues)	Issue Appendix / Location	Sprint Wireless / Wireline Language	AT&T Wireless / Wireline Language	Sprint Position	AT&T Position
	<p>way trunks except where the parties agree to establish two way trunking?</p> <p>(2) What Facilities/Trunking provisions should be included in the CLEC ICA e.g., Access Tandem Trunking, Local Tandem Trunking, Third Party Trunking?</p> <p>(3) Should the parties use the Trunk Group Service Request for to request changes in trunking?</p> <p>(4) Should the CLEC ICA contain terms for AT&T's Toll Free Database in the event Sprint uses it and what those terms?</p>	<p>2.5.2. 3.5 (CLEC & CMRS) (Sprint)</p> <p>Section 2.8-2.8.9.3, 2.8.11, 2.8.11.1, 3.5</p> <p>GT&C Part B Definitions (AT&T)</p>				
Direct End Office Trunking						
II.G.	Which Party's proposed language governing Direct End Office Trunking ("DEOT"), should be included in the ICAs?	<p>DEOT Attachment 3 Section 2.5.3, (Sprint)</p> <p>Section 2.3.2 thru (AT&T CMRS)</p>				

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		2.6.3, 2.6.3.1 2.9.11 thru 2.9.11.5 (AT&T CLEC)				
Ongoing network management						
II.H.	<p>(1) What is the appropriate language to describe the parties' obligations regarding high volume mass calling trunk groups?</p> <p>(2) What is appropriate language to describe the signaling parameters?</p> <p>(3) Should language for various aspects of trunk servicing be included in the agreement e.g., overutilization, underutilization, projects?</p>	<p>Attachment 3;</p> <p>Sprint 3.3.1, 3.5,</p> <p>AT&T CMRS 2.9.2.b, 2.9.12.2</p> <p>AT&T CLEC 3.4-3.4.5</p> <p>AT&T CLEC 3.6 - 3.7.2</p> <p>AT&T CLEC 3.10 - 3.10.7.2.1</p>				

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Issue No.	Issue Description (& Sub Issues)	Issue Appendix / Location	Sprint Wireless / Wireline Language	AT&T Wireless / Wireline Language	Sprint Position	AT&T Position
III. How the Parties Compensate Each Other						
Traffic categories and related compensation rates, terms and conditions						
III.A.	<p>(1) As to each ICA, what categories of exchanged traffic are subject to compensation between the parties?</p> <p>(2) Should the ICAs include the provisions governing rates proposed by Sprint?</p> <p>(3) What are the appropriate compensation terms and conditions that are common to all types of traffic?</p>	<p>Attachment 3, Section 6, etc.</p> <p>Pricing Schedule Section 1.2 thru 1.2.3.3, 1.3.1-1.3.5 (AT&T CLEC)</p> <p>Section 1.2.2-1.2.3, 1.3.1 (Sprint)</p>				
Traffic Subject to Reciprocal Compensation:						

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Issue No.	Issue Description (& Sub Issues)	Issue Appendix / Location	Sprint Wireless / Wireline Language	AT&T Wireless / Wireline Language	Sprint Position	AT&T Position
III.A.1	<p>(1) Is IntraMTA traffic that originates on AT&T's network and that AT&T hands off to an IXC for delivery to Sprint subject to reciprocal compensation?</p> <p>(2) What are the appropriate compensation rates, terms and conditions (including factoring and audits) that should be included in the CMRS ICA for traffic subject to reciprocal compensation?</p>	<p>Attachment 3, Section 6.3.1-6.3.6, 6.3.8, Pricing Sheet (Sprint)</p> <p>Sections 6.2-6.3.6. Pricing Sheet 1-3 (AT&T CMRS)</p>				
III.A.1.(con't)	<p>(3) What are the appropriate compensation rates, terms and conditions (including factoring and audits) that should be included in the CLEC ICA for traffic subject to reciprocal compensation?</p>	<p>Attachment 3, Sections 6.3.1-6.3.6, 6.3.8 (Sprint)</p> <p>Sections 6.1a-6.1a.4, 6.1a.6-6.1b, 6.1b.2-6.1b.2.2, 6.1g-6.1g.2, 6.1g.4, 6.1i.3,6.1i.5, Pricing Sheet – All Traffic, (AT&T CLEC)</p>				

Conversion to Bill and Keep

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Issue No.	Issue Description (& Sub Issues)	Issue Appendix / Location	Sprint Wireless / Wireline Language	AT&T Wireless / Wireline Language	Sprint Position	AT&T Position
III.A.1.(con't)	<p>(4) Should the ICAs provide for conversion to a bill and keep arrangement for traffic that is otherwise subject to reciprocal compensation but is roughly balanced?</p> <p>(5) If so, what terms and conditions should govern the conversion of such traffic to bill and keep?</p>	<p>Attachment 3, Section 6.3.7 (Sprint)</p> <p>Attachment 3 Sections 6.6 – 6.6.11 (AT&T CLEC)</p>				
ISP-Bound Traffic						
III.A.2	What compensation rates, terms and conditions should be included in the ICAs related to compensation for ISP-Bound traffic exchanged between the parties?	<p>Attachment 3, Pricing Sheet (Sprint)</p> <p>Section 6.1.2 (AT&T CMRS) Sections 6.1b.1, 6.1c-6.1c.3.1, 6.1g.3, 6.1i.4, 6.13.1 (AT&T CLEC)</p>				
CMRS ICA-specific InterMTA Traffic						
III.A.3.	(1) Is mobile-to-land InterMTA traffic subject to	Attachment 3, Sections 6.4-6.4.4, Pricing				

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Issue No.	Issue Description (& Sub Issues)	Issue Appendix / Location	Sprint Wireless / Wireline Language	AT&T Wireless / Wireline Language	Sprint Position	AT&T Position
	tariffed terminating access charges payable by Sprint to AT&T? (2) Which party should pay usage charges to the other on land-to-mobile InterMTA traffic and at what rate? (3) What is the appropriate factor to represent land-to-mobile InterMTA traffic?	Sheet (Sprint) Sections 6.4-6.6.3, Pricing Sheet 4,5, GTC-B Definitions (AT&T CMRS)				
CLEC ICA-specific Switched Access Service Traffic						
iii.A.4.	(1) What compensation rates, terms and conditions should be included in the CLEC ICA related to compensation for wireline Switched Access Service Traffic?	Attachment 3, Sections 6.1.4, 7.1.1, 7.1.2 (Sprint) Sections 6.9-6.9a.1 (AT&T CLEC)				
III.A.4.(con't)	(2) What compensation rates, terms and conditions should be included in the CLEC ICA related to compensation for wireline Telephone Toll Service (i.e., intraLATA toll)	Attachment 3, Sections 7.3.5-7.3.5.5 (Sprint) Sections 6.16-6.16.2, 6.19-6.19.2, 6.23-6.23.2, 6.18-6.18.1.2 (AT&T CLEC)				

Joint Disputed Issues List of AT&T Florida and Sprint
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Issue No.	Issue Description (& Sub Issues)	Issue Appendix / Location	Sprint Wireless / Wireline Language	AT&T Wireless / Wireline Language	Sprint Position	AT&T Position
	traffic?					
III.A.4.(con't)	(3) Should Sprint CLEC be obligated to purchase feature group access services for its InterLATA traffic not subject to meet point billing?	Attachment 3, Sections 6.1f, 6.1f.1 (AT&T CLEC)				
FX Traffic						
III.A.5	Should the CLEC ICA include AT&T's proposed provisions governing FX traffic?	Attachment 3, Sections 6.1d.2-6.1d.2.4.3.1 (AT&T CLEC)				
Interconnected VoIP traffic						
III.A. 6	(1) What compensation rates, terms and conditions for Interconnected VoIP traffic should be included in the CMRS ICA? (2) Should AT&T's language governing Other Telecomm. Traffic, including Interconnected VoIP traffic, be included in the CLEC ICA?	Attachment 3, Pricing Sheet (Sprint) Attachment 3 Sections 6.4, 6.4.3 – 6.4.5 (AT&T CLEC) Section 6.1.3 (AT&T CMRS)				

Joint Disputed Issues List of AT&T Florida and Sprint
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CMRS ICA Meet Point Billing Provisions						
III.A.7	<p>(1) Should the wireless meet point billing provisions in the ICA apply only to jointly provided, switched access calls where both Parties are providing such service to an IXC, or also to Transit Service calls, as proposed by Sprint?</p> <p>(2) What information is required for wireless Meet Point Billing, and what are the appropriate Billing Interconnection Percentages?</p>	<p>Attachment 3, Section 7.2.1-7.2.5 (Sprint)</p> <p>Sections 6.11-6.11.5 (AT&T CMRS)</p>				
III.C	Should Sprint be required to pay AT&T for any reconfiguration or disconnection of interconnection arrangements that are necessary to conform with the requirements of this ICA?	<p>Attachment 3, Section 3.4. (Sprint)</p> <p>Pricing Schedule Section 1.7.4 (AT&T CLEC)</p>				

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Issue No.	Issue Description (& Sub Issues)	Issue Appendix / Location	Sprint Wireless / Wireline Language	AT&T Wireless / Wireline Language	Sprint Position	AT&T Position
Shared facility costs						
III.E	<p>(1) How should Facility Costs be apportioned between the Parties under the CMRS ICA?</p> <p>(2) Should traffic that originates with a Third Party and that is transited by one Party (the transiting Party) to the other Party (the terminating Party) be attributed to the transiting Party or the terminating Party for purposes of calculating the proportionate use of facilities under the CMRS ICA?</p>	Attachment 3 Sections 2.5.3 and 7.3.3 (Sprint); Sections 2.3.2, 2.3.2.1, 2.3.2.5-2.3.2.9. 6.4 (AT&T CMRS)				

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Issue No.	Issue Description (& Sub Issues)	Issue Appendix / Location	Sprint Wireless / Wireline Language	AT&T Wireless / Wireline Language	Sprint Position	AT&T Position
III.E.(con't)	<p>(3) How should Facility Costs be apportioned between the Parties under the CLEC ICA?</p> <p>(4) Should traffic that originates with a Third Party and that is transited by one Party (the transiting Party) to the other Party (the terminating Party) be attributed to the transiting Party or the terminating Party for purposes of calculating the proportionate use of facilities under the CLEC ICA?</p>	<p>Attachment 3 Sections 2.5.3 and 7.3.3 (Sprint)</p> <p>Alternative Section 2.5.3(d) (AT&T CLEC)</p>				
CLEC Meet Point Billing Provisions						
III.F.	What provisions governing Meet Point Billing are appropriate for the CLEC ICA?	<p>Attachment 3, Section 7.3.6-7.3.6.5 (Sprint)</p> <p>Attachment 3 Sections 6.25, 6.25.2 – 6.25.6 (AT&T CLEC)</p>				
Rate Pricing Sheet						
III.G.	Should Sprint's proposed pricing	Attachment 3 Pricing Sheet				

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	sheet language be included in the ICA?					
Facility Pricing						
III.H	<p>(1) Should Sprint be entitled to obtain from AT&T, at cost-based (TELRIC) rates under the ICAs, facilities between Sprint's switch and the POI?</p> <p>(2) Should Sprint's proposed language governing "Interconnection Facilities / Arrangements Rates and Charges" be included in the ICA?</p> <p>(3) Should AT&T's proposed language governing interconnection pricing be included in the ICAs?</p>	<p>Attachment 3, Section 2.4, 2.4.1 (AT&T CLEC)</p> <p>Section 2.3.1, 2.3.6 (AT&T CMRS)</p> <p>Pricing Schedule Section 1.6.2 (AT&T)</p> <p>Section 1.2-1.2.1, 1.6.2 (Sprint)</p>				
Pricing Schedule						
III.I	(1) If Sprint orders (and AT&T inadvertently provides) a service that is not in the	Pricing Schedule Sections 1.4.2.1 and 1.4.2.2 (CLEC)				

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Issue No.	Issue Description (& Sub Issues)	Issue Appendix / Location	Sprint Wireless / Wireline Language	AT&T Wireless / Wireline Language	Sprint Position	AT&T Position
	ICA, (a) Should AT&T be permitted to reject future orders until the ICA is amended to include the service? (b) Should the ICAs state that AT&T's provisioning does not constitute a waiver of its right to bill and collect payment for the service?					
III.I (con't)	(2) Should AT&T's language regarding changes to tariff rates be included in the agreement?	Pricing Schedule Section 1.4.3 (CLEC)				
III.I (con't)	(3) What are the appropriate terms and conditions to reflect the replacement of current rates?	Pricing Schedule Sections 1.2-1.2.3 (Sprint) Sections 1.2-1.2.3.3 (AT&T)				
III.I (con't)	(4) What are the appropriate terms and conditions to reflect the replacement of interim rates?	Pricing Schedule Section 1.3.1 (Sprint) Sections 1.3.1-1.3.5 (AT&T)				
III.I (con't)	(5) Which Party's language regarding prices noted as TBD (to be	Pricing Schedule Sections 1.5, 1.5.1, 1.5.2 (AT&T & Sprint)				

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Issue No.	Issue Description (& Sub Issues)	Issue Appendix / Location	Sprint Wireless / Wireline Language	AT&T Wireless / Wireline Language	Sprint Position	AT&T Position
	determined) should be included in the agreement?					
IV. Billing Related Issues						
IV.A.	<p>(1) What general billing provisions should be included in Attachment 7?</p> <p>(2) Should six months or twelve months be the permitted back-billing period?</p> <p>(3) Should the ICA include language to exclude any particular services from the back billing provisions?</p>	<p>Attachment 7, Sections 1.4 – 1.6.2 Section 2.10 – 2.10.1.2</p>				
IV.B.	<p>(1) What should be the definition of "Non-Paying Party"?</p> <p>(2) What should be the definition of "Unpaid Charges"?</p> <p>(3) What deposit language should be included in each ICA?</p> <p>(4) What should be the definition of "Cash Deposit"?</p>	<p>GT&C Part B Definitions Attachment 7 Section 1. 8</p>				

Joint Disputed Issues List of AT&T Florida and Sprint
Docket Nos. 100176-TP & 100177-TP
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Issue No.	Issue Description (& Sub Issues)	Issue Appendix / Location	Sprint Wireless / Wireline Language	AT&T Wireless / Wireline Language	Sprint Position	AT&T Position
	(5) What should be the definition of "Letter of Credit"?					
IV.C.	(1) Should the ICA require that billing disputes be asserted within one year of the date of the disputed bill? (2) Which Party's proposed language concerning the form to be used for billing disputes should be included in the ICA?	Attachment 7, Section 3.1.1, 3.3.1				
IV.D.	Should the ICA include AT&T's proposed language requiring escrow of disputed amounts?	Attachment 7, Sections 1.12 1.13 – 1.18, 3.3.2				
IV.E.	(1) Should the period of time in which the Billed Party must remit payment in response to a Discontinuance Notice be 15 or 45 days? (2) Under what circumstances may a Party disconnect the other Party for nonpayment, and what terms should	GT&C Part B Definitions (Discontinuance Notice Definition) Attachment 7 Sections 2.0 – 2.9				

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Issue No.	Issue Description (& Sub Issues)	Issue Appendix / Location	Sprint Wireless / Wireline Language	AT&T Wireless / Wireline Language	Sprint Position	AT&T Position
	govern such disconnection?					
IV.F.1.	Should the Parties' invoices for traffic usage include the Billing Party's state specific Operating Company Number (OCN)?	Attachment 7, Section 1.6.3				
IV.F.2	(1) What language should the ICAs include regarding the bill invoice format to be used by Sprint? (2) How much notice should one Party provide to the other Party in advance of a billing format change?	Attachment 7, Section 1.2.2, 1.19				
IV.G.1.	Which Party's proposed language concerning recording failures and data loss should be included in the ICA?	Attachment 7, Section 6.4				
IV.G.2	What language should govern recording?	Attachment 7, Section 6.1.9.4, 6.4.3				
IV.H.	Should the ICA include AT&T's proposed language governing settlement of	Attachment 7, Section 5.				

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	alternately billed calls via Non-Intercompany Settlement System (NICS)?					
V. Miscellaneous						
V.B.	What is the appropriate definition of "Carrier Identification Codes"?					
V.C.	(1) Should the ICA include language governing changes to corporate name and or d/b/a? (2) Should the ICA include language governing company code changes?	GT&C Part A, Section 15 (13)				
Insurance						
V.D.	What is the appropriate insurance language for GT&C Part A Section 6.1.1.4?	GT&C Part A Section 6.1.1.4				

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[Redacted Content]						