Sprint
Mid Atlantic Telecom

Carolina Telephone
Centel-North Carolina
Centel-Virginia
United Telephone-Southeast

James B. Wright
Senior Attorney

November 17, 2000

Mr. David Waddell, Executive Secretary
Tennessee Regulatory Authority
460 James Robertson Parkway
Nashville, TN 37243-0505

Re: Docket No. 00-00691; Sprint Communications Company L.P. Arbitration Petition with BellSouth Telecommunications, Inc.

Dear Mr. Waddell:

Pursuant to the November 9, 2000 Notice of Procedural Schedule, enclosed for filing in the above case are the original and thirteen copies of the Joint Positions Matrix of Sprint Communications Company L.P. and BellSouth Telecommunications, Inc.

Please contact me if you have any questions.

Very truly yours,

James B. Wright

JBW:sm

Enclosure
cc: Guy Hicks
William R. Atkinson
E. Earl Edenfield, Jr.

14111 Capital Boulevard, Wake Forest, North Carolina 27587-5900
Telephone: (919) 554-7587 Fax: (919) 554-7913

BEFORE THE
TENNESSEE REGULATORY AUTHORITY

In re:

Petition of Sprint Communications Company L.P. for Arbitration with BellSouth Telecommunications, Inc. Pursuant to Section 252(b) of the Telecommunications Act of 1996.	)))))	Docket No.: 00-00691

JOINT POSITIONS MATRIX

In accordance with the Tennessee Regulatory Authority's ("Authority" or "TRA") Notice of Procedural Schedule, issued on November 9, 2000, Sprint Communications Company L.P. ("Sprint") and BellSouth Telecommunications, Inc. ("BellSouth") (collectively "the parties") now submit their Joint Positions Matrix. Sprint and BellSouth request that the Authority accept for arbitration all of the unresolved issues noted on the Joint Positions Matrix. The parties further state that the unresolved issues included herein are the issues for which Sprint and BellSouth expect to prefile testimony in this matter. The final four issues included in this Joint Matrix (Issues 29, 43, 45, 47) were noted on Exhibit "B" to Sprint Petition for Arbitration filed with the Authority on August 7, 2000. The Authority subsequently rejected the Exhibit "B" issues during its Agenda Meeting held on September 26, 2000. Based on discussions between Staff and the parties during the mediation conference held on November 3, 2000, in connection with this matter, Sprint and BellSouth respectfully request that the Authority also accept these four issues from Exhibit "B" for arbitration.

ISSUE NO. 1: Terms and Conditions, Section 19.7 – Resolution of conflicts between Agreement and BellSouth tariff

The parties report that this issue has been SETTLED.

ISSUE NO. 2: Attachment 1, Resale, Section 3.18 and Attachment 6, Ordering and Provisioning, Section 2.2 – access to Sprint's customer records information.

The parties report that this issue has been SETTLED.

ISSUE NO. 3: Attachment 1, Resale, Section 3.1.2 -- Resale of stand-alone vertical features

Statement of the Issue: Should BellSouth make its Custom Calling features available for resale on a stand-alone basis?

Sprint's Position and Requested Remedy: Yes. Except as otherwise expressly ordered in a resale context by the relevant state Commission in the jurisdiction in which the services are ordered, Custom Calling Services should be available for resale on a stand-alone basis. Sprint requests that the Commission adopt its proposed language, which clearly states that Custom Calling features are available for resale on a stand-alone basis unless the relevant state Commission has ordered otherwise.

BellSouth's Position and Requested Remedy: BellSouth is not obligated to offer to Sprint, or any other CLEC, Custom Calling Services on a stand-alone basis. BellSouth makes available for resale any telecommunications service that BellSouth offers on a retail basis to subscribers that are not telecommunications carriers. The TRA should not require BellSouth to offer Custom Calling features for resale on a stand-alone basis.

ISSUE NO. 4: Attachment 2, Network Elements and Other Services, Sections 1.4, 13, 14 -- UNE Combinations

Statement of the Issue: Pursuant to Federal Communications Commission ("FCC") Rule 51.315(b) should BellSouth be required to provide Sprint at TELRIC rates combinations of UNEs that BellSouth typically combines for its own retail customers, whether or not the specific UNEs have already been combined for the specific end-user customer in question at the time Sprint places its order?

Sprint's Position and Requested Remedy: Yes, BellSouth should be required to provide to CLECs UNEs that are ordinarily combined in BellSouth's network in the manner in which they are typically combined. Sprint requests that the TRA require BellSouth to provide to Sprint at TELRIC rates those combinations of UNEs that BellSouth ordinarily and typically combines for its own retail customers.

BellSouth's Position and Requested Remedy: No. On July 18, 2000, the United States Court of Appeals for the Eighth Circuit declined to reinstate 47 C.F.R. Sec. 51.315(c)-(f) that it had previously vacated. The Court found that subsections (c)-(f), which require the ILECs to do the work of combining network elements for the competitors, violate Section 251(c)(3) of the Act, which in turn requires ILECs to provide network elements "in a manner that allows the requesting carriers to combine such elements." Section 51-315(b), which the Supreme Court reinstated, only prohibits the ILECs from separating network elements that are already combined in the network. The TRA should only require BellSouth to provide UNE combinations in accordance with the 1996 Act and FCC rules.

ISSUE NO. 5: Attachment 2, Network Elements and Other Services, Sections 4.2.6, 12 – Access to DSLAM, unbundled packet switching

The parties report that this issue has been SETTLED.

ISSUE NO. 6: Attachment 2, Network Elements and Other Services, Sections 13, 14 -- Enhanced Extended Links (EELs")

Statement of the Issue: Should BellSouth be required to universally provide access to EELs that it ordinarily and typically combines in its network at UNE rates?

Sprint's Position and Requested Remedy: Yes. Sprint requests that the Authority reaffirm its previous rulings in connection with this issue and require BellSouth to universally provide Sprint with access to EELs that BellSouth ordinarily and typically combines in its network.

BellSouth's Position and Requested Remedy: No. The EEL is not a mandatory UNE, and therefore, BellSouth should not be required to provide it at UNE rates. In addition, to provide the EEL BellSouth would have to combine the loop and dedicated transport for the CLEC, which BellSouth is not required to do. (See response to Issue 4) Thus, the TRA should not require BellSouth to offer the EEL at UNE rates.

ISSUE NO. 7: Attachment 2, Network Elements and Other Services, Section 9.4 -- conversion of switching UNEs to market-based rate upon addition of fourth line

Statement of the Issue: In situations where a CLEC's end-user customer is served via unbundled switching and is located in density zone 1 in one of the top fifty Metropolitan Statistical Areas ("MSAs"), and who currently has three lines or less, adds additional lines, should BellSouth be able to charge market-based rates for all of the customer's lines?

Sprint's Position and Requested Remedy: No. The FCC has not ruled upon the specific situation described above, and in the meantime, it is not appropriate for BellSouth to attempt to implement a more costly pricing structure with regard to Sprint's existing customers whose telecommunications needs grow along with their businesses. Sprint

requests that the TRA adopt its proposed contract language with respect to BellSouth's obligation to offer local circuit switching on an unbundled basis.

BellSouth's Position and Requested Remedy: Yes, when a specific customer has four or more lines, whether they were purchased all at once or gradually over time, BellSouth does not have to provide unbundled local switching as long as the other criteria for Rule 51.319(c)(2) are met. BellSouth requests the TRA to approve BellSouth's proposed contract language with respect to this issue.

ISSUE NO. 8: Attachment 3, Interconnection, Sections 2.7, 2.8.8.3 – Point of Interconnection.

Statement of the Issue: Should BellSouth be able to designate the network Point of Interconnection ("POI") for delivery of BellSouth-originated local traffic?

Sprint's Position and Requested Remedy: No. Sprint should have the ability to designate the point of interconnection for both the receipt and delivery of local traffic at any technically feasible location within BellSouth's network. This right includes the right to designate the POI in connection with traffic originating on BellSouth's network. Sprint requests that the TRA order BellSouth to allow Sprint to designate the point of interconnection for both the receipt and delivery of local traffic with BellSouth.

BellSouth's Position and Requested Remedy: Yes. The FCC addresses this issue in its Local Competition Order, in Section IV. Further, the FCC determined that each originating carrier has the right to designate its POI on the ILEC's network. Thus, if Sprint wants BellSouth to bring BellSouth's originating traffic to a point designated by Sprint, then Sprint should pay for those additional facilities. The TRA should confirm that the originating carrier has the right to designate the POI on the ILEC's network.

ISSUE NO. 9: Attachment 3, Interconnection -- Multi-jurisdictional traffic over any type trunk group; 00- traffic over access trunks

Statement of the Issue: (a) Should the parties' Agreement contain language providing Sprint with the ability to transport multi-jurisdictional traffic over a single trunk group, including an access trunk group? (b) Should Sprint local calls that are routed over access trunks using a zero-zero-minus (00-) dialing pattern be classified as local calls?

Sprint's Position and Requested Remedy: a) Yes, it is technically feasible for BellSouth to transport multi-jurisdictional traffic over the same trunk groups, including access trunk groups. Sprint requests that the TRA adopt Sprint's proposed language for this provision:

> In instances where Sprint combines traffic as set forth in this Section, BellSouth shall not preclude Sprint in any way from using existing facilities procured in its capacity as an interexchange carrier. In this circumstance, Sprint will preserve the compensation scheme for each

jurisdiction of traffic that is combined. Sprint's failure to preserve this scheme and compensate BellSouth accordingly would constitute a violation of this Agreement.

b) Yes, Sprint local calls that are routed over existing or new access trunks, using a 00- dialing pattern should be classified as local calls. Sprint requests that the TRA adopt Sprint's proposed language (see 9(a), above).

BellSouth's Position and Requested Remedy: (a) BellSouth understands Sprint's request to be, in lieu of establishing a reciprocal trunk group in some central offices, place all originating and/or terminating traffic, local or non-local, over direct end office switched access Feature Group D trunks. BellSouth is in the process of determining the technical feasibility of Sprint's request. If Sprint's request appears to be technically feasible, the TRA should order Sprint to pay for any and all implementation costs associated with, or resulting from, BellSouth offering this service.

(b) No. The benefits of reciprocal compensation should only be enjoyed by CLECs that are providing service to their local customers for completion of local calling originated by non-Sprint carriers. It should not be available as a funding source for Sprint to provide an alternative operator service platform to other CLECs and BellSouth's customers.

ISSUE NO. 10: Attachment 3, Interconnection, Sections 6.1.1, 6.1.1.1, 6.9, 6.10 – definition of "Local Traffic" for purposes of Reciprocal Compensation, characterization of ISP traffic as switched access traffic

Statement of the Issue: Should Internet Service Provider ("ISP")- bound traffic be treated as local traffic for the purposes of reciprocal compensation in the new Sprint/BellSouth interconnection Agreement, or should it be otherwise compensated?

Sprint's Position and Requested Remedy: Yes, ISP traffic is local in nature and should be treated as local traffic (i.e., included in the definition of "local traffic") for purposes of reciprocal compensation under the Agreement. The TRA clearly has the authority to determine, and has in fact previously decided that ISP traffic should be subject to reciprocal compensation. Accordingly, Sprint requests that for purposes of the Sprint/BellSouth interconnection Agreement, that the TRA find that ISP local traffic is subject to reciprocal compensation.

BellSouth's Position and Requested Remedy: No. ISP-bound traffic is not local traffic eligible for reciprocal compensation, and should not be otherwise compensated. Based on the 1996 Act and the FCC's Local Competition Order, reciprocal compensation obligations under Section 251(b)(5) only apply to local traffic. ISP-bound traffic constitutes access service, which is clearly subject to interstate jurisdiction. The TRA should rule that reciprocal compensation is not owed for ISP-bound traffic.

ISSUE NO. 11: Attachment 3, Interconnection, Sections 6.1.2, 6.1.4, 6.1.6 – Tandem charges for comparable area

Statement of the Issue: (a) What is the appropriate test or tests to determine whether Sprint may charge the tandem interconnection rate for local traffic terminated to Sprint? (b) Should Sprint be required to demonstrate to the TRA that it has met the test or tests identified in (a), above, for every switch in Sprint's network?

Sprint's Position and Requested Remedy: (a) Where Sprint's local switch covers a comparable geographic area to the area serviced by BellSouth's tandem, Sprint is permitted under FCC Rule 711(a)(3) to charge BellSouth the tandem interconnection rate. The appropriate test is "comparable geographic area' only; the relevant FCC rule says nothing about the 'functionality' of the switch. Sprint requests that the Commission adopt Sprint's proposed language specifying symmetrical rate treatment under the FCC's rule.

(b) No. A factual showing of 'comparable geographic area' for every switch in Sprint's network would be burdensome for both Sprint and the TRA. Sprint should be allowed to self-certify that its switch in question serves a comparable geographic area, and BellSouth should be allowed to contest the self-certification on an exception basis.

BellSouth's Position and Requested Remedy: (a) In order for a CLEC to appropriately charge tandem rate elements, the CLEC must demonstrate to the TRA that: 1) its switch serves a comparable geographic area to that served by the ILEC's tandem switch; and 2) its switch performs local tandem functions. Clearly, the CLEC should only be compensated for the functions that it actually provides. Sprint has not demonstrated that it meets the required criteria.

(b) Yes. To be entitled to the tandem switching rate for BellSouth originated traffic, Sprint must that demonstrate the particular switch routing the traffic meets both prongs of the test. Otherwise, Sprint would bill the tandem switching rate even on switches that do not meet the test. The TRA should adopt the two-prong test and apply it on a switch-by-switch basis.

ISSUE NO. 12: Attachment 3, Interconnection, Sections 5.1.7, 5.7.1, 5.8.1 – inclusion of IP telephony in definition of "Switched Access Traffic"

Statement of the Issue: Should voice-over-Internet ("IP telephony") traffic be included in the definition of "Switched Access Traffic", thus obligating Sprint to pay switched access charges for such calls?

Sprint's Position and Requested Remedy: No. Sprint requests that until the FCC has made a definitive decision regarding the regulatory treatment of IP telephony, the parties' interconnection Agreement should remain silent on this issue.

BellSouth's Position and Requested Remedy: As with any other local traffic, reciprocal compensation should apply to local telecommunications provided via IP Telephony, to the extent that it is technically feasible to apply such charges. To the extent, however, that calls provided via IP telephony are long distance calls, access charges should apply, irrespective of the technology used to transport them. It should be noted that Phone-to-Phone IP telephony should not be confused with Computer-to-Computer IP telephony, where computer users use the Internet to provide telecommunications to themselves. BellSouth is not purporting to address Computer IP telephony in this issue. Thus, the TRA should determine the applicability of reciprocal compensation or access charges based on the end-points of the call, not the technology used to complete the call.

ISSUE NO. 13: Attachment 4, Collocation, Section 6.4 --Provisioning intervals for physical collocation.

Statement of the Issue: What are the appropriate provisioning intervals for physical collocation?

Sprint's Position and Requested Remedy: Sprint requests that the Authority adopt Sprint's proposed contract language containing Sprint's recommended provisioning intervals, which include 60 calendar days for physical cageless collocation where no conditioning is required, and 90 calendar days where conditioning is required.

BellSouth's Position and Requested Remedy: No. BellSouth proposes the following intervals for physical collocation in accordance with the FCC's Order. These intervals would be in conjunction with the intervals and procedures set forth in the FCC's Order, which would replace the current intervals and procedures set forth in the agreement. The TRA should determine that physical collocation provisioning intervals would be no greater than 90 calendar days for caged and cageless collocation from the date of application. In addition, the TRA should require provisioning intervals of 50 calendar days for virtual collocation under ordinary conditions, and 75 calendar days under extraordinary conditions.

Issue No. 14: Attachment 4, Collocation, Section 6.4 -- Construction and provisioning interval (building permits)

Statement of the Issue: Is it appropriate for BellSouth to exclude from its physical collocation interval the time interval required to secure the necessary building licenses and permits?

Sprint's Position and Requested Remedy: No. BellSouth should be held accountable for the time required to complete all of the necessary tasks related to the provisioning of physical collocation, which includes the time required to obtain necessary building permits. Sprint requests that the TRA adopt Sprint's modifications to BellSouth's proposed language and require BellSouth to include permit processing time in its physical collocation provisioning interval.

BellSouth's Position and Requested Remedy: No. In accordance with the FCC's Order, the intervals for collocation should not exclude the time spent obtaining any needed building permits and licenses. If the amount of time it takes for a third party municipality to complete the permitting and licensing process causes BellSouth not to be able to meet the construction and provisioning interval, BellSouth may seek a waiver from the TRA.

ISSUE NO. 15: Attachment 4, Collocation, Section 2.2.2 – Time frame to provide reports regarding space availability

The parties report that this issue has been SETTLED.

ISSUE NO. 16: Attachment 4, Collocation, Section 2.7 – Priority of space assignment for "space exhausted" Central Offices

Statement of the Issue: Should Sprint be given space priority over other CLECs in the event that Sprint successfully challenges BellSouth's denial of space availability in a given central office, and the other CLECs who have been denied space do not challenge?

Sprint's Position and Requested Remedy: Yes. It would be inequitable for CLECs that did not contest BellSouth's claims of space exhaust in a particular central office to reap the benefits of Sprint's challenge to the detriment of Sprint. Sprint requests that the Commission adopt Sprint's proposed language and allow the CLEC who mounts a successful challenge to space denials to receive the benefit.

BellSouth's Position and Requested Remedy: No. The application of the "first-come, first-served" rule, as required by the FCC, provides the most rational treatment of all collocation space applicants. Further, basing priority on a successful challenge would circumvent the "first-come first-served" rule, be completely unmanageable, and will only cause CLECs to file complaints in order to preserve their priority on the waiting list, rather than for the pursuit of a legitimate dispute. Consistent with the FCC, the TRA should order space assignment in exhaust situations on a "first-come, first-served" basis.

Issue No. 17: Attachment 4, Collocation, Section 5.4 - Demarcation point

Statement of the Issue: (a) Who should designate the point of demarcation?
(b) Where is the appropriate point of demarcation between Sprint's network and BellSouth's network?
(c) Is a Point of Termination ("POT") bay an appropriate point of demarcation?

Sprint's Position and Requested Remedy: (a) Sprint should have the ability, if it so chooses, to designate the point of demarcation between Sprint's collocated equipment and BellSouth's equipment. Sprint requests that the TRA adopt Sprint's proposed contract language:

Unless otherwise requested by Sprint, Sprint will designate the point of demarcation in or adjacent to its collocation space. At Sprint's request, BellSouth will identify to Sprint the location(s) of other possible demarcation points available to Sprint, and Sprint will designate from these location(s) the point(s) of demarcation between its collocated equipment and BellSouth's equipment. BellSouth will use its best efforts to identify the closest demarcation point to Sprint's equipment that is available. Each party will be responsible for maintenance and operation of all equipment/facilities on its side of the demarcation point. For 2-wire and 4-wire connections to the network, BellSouth may offer, as an option to Sprint, a demarcation point that is a common block on the BellSouth designated conventional distributing frame. Sprint or its agent must perform all required maintenance to equipment/facilities on its side of the demarcation point, and may self-provision cross-connects that may be required within the collocation space to activate service requests. At Sprint's option and expense, a Point of Termination (POT) bay, frame or digital cross-connect may be placed in or adjacent to the Collocation Space that may, at the Sprint's option, serve as the demarcation point. If Sprint elects not to provide a POT frame, BellSouth will agree to hand off the interconnection cables to Sprint at Sprint's equipment or at Sprint's designated demarcation point. When Sprint elects to install its own POT frame/cabinet, BellSouth must still provide and install the required DC power panel."

(b) Sprint should be able to designate the point of demarcation as being in or adjacent to Sprint's collocation space. This makes sense because Sprint's facilities should be located as near to Sprint's collocation space as possible in order to minimize the cost of Sprint's collocation deployment. Further, since Sprint is responsible for all maintenance on its side of the demarcation point, the logical course of action would be to place the demarcation point in an area that Sprint can freely access. Sprint requests that the TRA adopt Sprint's proposed contract langauge (see above).

(c) Sprint should have the ability to designate the POT bay or frame as the demarcation point if it so chooses. Sprint requests that the Authority adopt Sprint's proposed contract language (see above).

BellSouth Position and Requested Remedy: (a) and (b) No. Sprint confuses the point of demarcation with the POI. While the 1996 Act allows the originating carrier to interconnect (*i.e.*, choose the POI) at any technically feasible point, when a CLEC chooses collocation as the method of interconnecting, FCC Rule 51.323 dictates where the POI will occur. The point of demarcation is not the same as the POI. There is nothing in the 1996 Act or the FCC Rules that allows the CLEC to choose the point of demarcation on the ILEC's network. Consistent with the DC Circuit's recent collocation decision which clarified that the ILEC can designate where collocation occurs in its premises, BellSouth has the right to determine the demarcation point where the CLEC's collocated equipment will terminate. The appropriate point of demarcation between Sprint's network and BellSouth's network is the designated BellSouth conventional distributing frame.

(c) No, a POT bay is not an appropriate point of demarcation. In its Collocation Order, the FCC specifically determined that an intermediate device for demarcation, such as a POT bay, could not be mandated by the CLEC.

Issue No. 18: Attachment 4, Collocation, Section 6.4.1 - Additions and augmentations

Statement of the Issue: In instances where Sprint desires to add additional collocation equipment that would require BellSouth to complete additional space preparation work, what are the appropriate completion intervals for specific types of additions and augmentations to the collocation space?

Sprint's Position and Requested Remedy: Sprint proposes the following intervals for additions and augmentations: simple augments, such as the placement of additional AC convenience outlets, should be provided within 20 days of receipt of a complete augment application; minor augments such as interconnection cabling arrangements where the panels, relay racks and other infrastructure exist should be provided within 60 days of receipt of a complete augment application; intermediate augments, where minor infrastructure work is required, should be provided within 60 days of receipt of a complete augment application; and major augments which require major infrastructure work will be completed within 60-90 days of receipt of a complete augment application. In the absence of any alternative proposed intervals from BellSouth, Sprint asserts that its proposed intervals are reasonable and urges the Commission to adopt Sprint's proposed contract language.

BellSouth's Position and Requested Remedy: BellSouth will have different implementation intervals depending on the type of addition or augmentation, so each one needs to be reviewed individually. Thus, each addition or augmentation should be treated in the same manner as a new application. (See Issue 14 for BellSouth's proposed provisioning intervals for physical and virtual collocation arrangements) Ultimately, the amount of work and associated time to complete the work depends on the requested change and the central office. The same augmentation work can be done in different central offices and require different infrastructure, building and power jobs to meet the needs of the request. Thus, the TRA should require that augments and additions be handled in the same manner as a new application.

ISSUE NO. 19: Attachment 4, Collocation, Section 6.5 - Use of BellSouth certified vendor to perform work required outside of Sprint's collocation space.

The parties report that this issue has been SETTLED.

ISSUE NO. 20: Attachment 4, Collocation, Section 6.9 – Transition from virtual collocation to physical collocation

Statement of the Issue: Under what conditions should Sprint be permitted to convert in place when transitioning from a virtual collocation arrangement to a cageless physical collocation arrangement?

Sprint's Position and Requested Remedy: If Sprint does not request any changes to an arrangement other than to transition from virtual to cageless physical collocation, Sprint should be allowed to convert the arrangement in place. Further, BellSouth should not be permitted to charge full application fees in such situations. Sprint requests that the Authority adopt Sprint's proposed language.

BellSouth's Position and Requested Remedy: BellSouth will authorize the conversion of virtual collocation arrangements to physical collocation arrangements without requiring the relocation of the virtual arrangement where there are no extenuating circumstances or technical reasons that would cause the arrangement to become a safety hazard within the premises or otherwise being in conformance with the terms and conditions of the collocation agreement and where (1) there is no change to the arrangement; (2) the conversion of the virtual arrangement would not cause the arrangement to be located in the area of the premises reserved for BellSouth's forecast of future growth; and (3) due to the location of the virtual collocation arrangement, the conversion of said arrangement to a physical arrangement would not impact BellSouth's ability to secure its own facilities. The TRA should require transition from virtual to physical collocation under the guidelines presented by BellSouth.

ISSUE NO. 21: Attachment 8, Rights-of-Way, Conduits, and Pole Attachments, Sections 6.2, 9.5: Payment in advance for make-ready work performed by BellSouth

Statement of the Issue: Should Sprint be required to pay the entire cost of make-ready work prior to BellSouth's satisfactory completion of the work?

Sprint's Position and Requested Remedy: It is customary in situations involving construction-related work for payment or a portion thereof, to be due upon satisfactory completion of the work. Sprint requests that the Commission adopt Sprint's proposed language, wherein Sprint commits to pay for half of the estimated costs in advance and the remainder upon completion of the work to Sprint's satisfaction.

BellSouth's Position and Requested Remedy: Sprint should be obligated to pay for pre-license surveys and make-ready work in advance, as such payments are commercially reasonable and will ensure that all CLECs are treated in a nondiscriminatory manner with respect to such work. Thus, the TRA should adopt BellSouth's language requiring advanced payments for make-ready work.

ISSUE NO. 22: Attachment 9, Performance Measurements, Section 3.3.1 -- Benchmark Based on BellSouth Affiliate Performance

Statement of the Issue: Should the Agreement contain a provision stating that if BellSouth has provided its affiliate preferential treatment for products or services as compared to the provision of those same products or services to Sprint, then the applicable standard (i.e., benchmark or parity) will be replaced for that month with the level of service provided to the BellSouth affiliate?

Sprint's Position and Requested Remedy: Yes, it is appropriate to require BellSouth to provide to Sprint the identical standard of service that it provides to: a) its affiliate; or b) its retail end-user, whichever level of service is better. Sprint requests that the TRA adopt Sprint's proposed contract language

BellSouth's Position and Requested Remedy: No. Consistent with the FCC's conclusions in the BellAtlantic-NY 271 Application decision, the appropriate performance measurement standard is the ILEC's service to its retail customers. Attempting to base performance measurements on any other standard will result in confusion and inconsistency. The TRA has available the performance data for BellSouth affiliates and, therefore, can determine for itself if BellSouth is providing preferential treatment to an affiliate. Further, the only current BellSouth affiliate that could potentially be relevant to the discussion is BellSouth's affiliated CLEC entity, ("BSE-CLEC") which (via TRA ruling) is not allowed to compete in BellSouth territory.

ISSUE NO. 23: Attachment 9, Performance Measurements, Section 5.9 -- Disaggregation of Measurement Data

Statement of the Issue: What is the appropriate geographic disaggregation for BellSouth performance measurement data in Tennessee?

Sprint's Position and Requested Remedy: Meaningful disaggregation of performance measurements data is critical for Sprint to evaluate whether BellSouth is providing nondiscriminatory interconnection and access to UNEs. The more measurements are lumped together, the more difficult it is to make informed determinations. Accordingly, BellSouth should disaggregate its measurement data consistent with the manner in which it geographically disaggregates its other external or internal performance-related reports. If no such smaller unit of geographic disaggregation is utilized in Tennessee, Sprint requests that the Authority order BellSouth to disaggregate data on the MSA level.

BellSouth's Position and Requested Remedy: In accordance with the nondiscrimination requirements of the 1996 Act, BellSouth produces Performance Measurements that permit regulatory bodies to monitor non-discriminatory access. It was not the intent of the Act or the FCC to have measurements for each and every process or sub-process, for each and every product, at the lowest geographic level, each month. BellSouth reports on approximately 8,000 performance measurement results each month at the state level. These results would, at a minimum, triple if reporting were done at the MSA level. In considering additional geographic disaggregation below the state level, the TRA must consider if even more results will clarify or further confuse the TRA's ability to detect

non-discriminatory access. The TRA should adopt the performance measurements proposed by BellSouth.

ISSUE NO. 24: Attachment 9, Performance Measurements, Section 6 – Audits

Statement of the Issue: What performance measurement audit provision(s) should be included in the Agreement?

Sprint's Position and Requested Remedy: Sprint's proposal, which provides for an initial comprehensive audit, and up to three "mini-audits" per year, more realistically provides the scope, level and frequency of performance-related data so that Sprint can accurately verify whether BellSouth is providing nondiscriminatory interconnection and access to unbundled network elements. Sprint requests that the TRA adopt Sprint's detailed proposed audit language.

BellSouth's Position and Requested Remedy: BellSouth's Service Quality Measurements, Appendix C, sets forth BellSouth's position on auditing performance measurements. This position provides the TRA with sufficient auditing capability to conclude that BellSouth is meeting its obligations under the Act. Under Sprint's proposal, given the number of CLECs with whom BellSouth has interconnection agreements, BellSouth would potentially have to conduct hundreds of audits each year, at significant cost. BellSouth's proposal balances the need to provide CLECs with the ability to audit performance data with the need to keep the process manageable, efficient, and cost-effective. The TRA should adopt BellSouth's audit proposal.

ISSUE NO. 25: Attachment 9, Performance Measurements, and Sections 1, 7 – Availability and Effective Date of BellSouth's VSEEM III Remedies Proposal

Statement of the Issue: Should the availability of BellSouth's VSEEM III remedies proposal to Sprint and the effective date of VSEEM III be tied to the date that BellSouth receives interLATA authority in Tennessee?

Sprint's Position and Requested Remedy: No. The TRA should summarily reject BellSouth's attempt to link interLATA relief with the availability of appropriate remedies to Sprint for poor performance. Sprint requests that the TRA adopt Sprint proposed revisions to Sections 1 and 7 of Attachment 9 and require BellSouth to make VSEEM III available to Sprint upon the Authority's adoption of the arbitrated Agreement between the parties, irregardless of the date that BellSouth receives interLATA authority in Tennessee.

BellSouth's Position and Requested Remedy: Yes to both parts of the issue. The FCC has identified the implementation of enforcement mechanisms to be a condition of 271 relief. The FCC reviews performance and remedy plans as a part of its Public Interest Analysis. These plans are an additional incentive to ensure that BellSouth continues to comply with

the competitive checklist after interLATA relief is granted. Enforcement mechanisms and remedies, however, are neither necessary nor required to ensure that BellSouth meets its obligations under Section 251 of the Act and the FCC has never indicated otherwise. Thus, it is appropriate that the VSEEM III proposal not take effect until it is necessary to serve its purpose – i.e., until after BellSouth receives interLATA authority. Consistent with the purpose of enforcement mechanisms, the TRA should not require BellSouth to provide VSEEM III to Sprint until BellSouth obtains interLATA relief in Tennessee.

ISSUE NO. 26: Attachment 9, Performance Measurements, Exhibit B ("Statistical Methods") – Application of statistical methodology to Service Quality Measurements ("SQM") document.

Statement of the Issue: Should BellSouth be required to apply a statistical methodology to the SQM performance measurements provided to Sprint?

Sprint's Position and Requested Remedy: Yes. Without the application of a statistical methodology to the SQM set of measures, Sprint will have no way to accurately determine whether there are statistically significant differences between BellSouth's performance when provisioning service to its own retail customers and affiliates and its performance to Sprint. Sprint requests that the TRA require BellSouth to provide the Statistical Methods in Exhibits B and C in conjunction with the SQM measures contained in Exhibit A.

BellSouth's Position and Requested Remedy: Statistical methodology is not used on, or a part of BellSouth's Service Quality Measurements ("SQM"). Sprint is trying to merge the contents of two different plans. The statistical methodology being requested by Sprint is part and parcel of BellSouth's VSEEM III remedies plan. The TRA should confirm that BellSouth is not required to apply statistical methodology to SQM as well.

ISSUE NO. 29: Attachment 1 – resale, Section 4.5.1.3.3:; Attachment 2, Network Elements and Other Services, Section 15.4.3.3 – Cost-based rates for dedicated trunking

Statement of the Issue: What is the appropriate rate for dedicated trunking from each BellSouth end-office identified by Sprint to either the BellSouth Traffic Operator Position System ("TOPS"), or the Sprint operator service provider?

Sprint's Position and Requested Remedy: Cost-based rates should apply. Sprint requests that the TRA adopt Sprint's proposed contract language and require BellSouth to provide interoffice transmission facilities to Sprint at cost-based rates for Sprint's use in providing Operator Services and Directory Assistance.

BellSouth's Position and Requested Remedy: Based on the FCC's UNE Remand Order, BellSouth is no longer required to unbundle OS/DA, thus the trunks associated with such services should be billed at the rate in BellSouth's access tariff. BellSouth has provided

sufficient customized routing in accordance with State and Federal law to allow it to avoid providing Operator Services/Directory Assistance ("OS/DA") as a UNE. The TRA should require Sprint to purchase dedicated trunking for OS/DA services at tariff or market rates.

ISSUE NO. 43: Attachment 3, Interconnection, Sections 2.8.6, 2.8.8.2.1 – Two-way trunks

Statement of the Issue: (a) Should BellSouth be required to provide Sprint with two-way trunks upon request?
(b) Should BellSouth be required to use those two-way trunks for BellSouth originated traffic?

Sprint's Position and Requested Remedy: (a) BellSouth should provide two-way interconnection trunking upon Sprint's request, subject only to technical feasibility. The provision of two-way trunking should not be subject to whether or not BellSouth agrees to provide such trunking. Two-way trunking in the context of the parties' interconnection agreement includes "two-way" trunking and "SuperGroup" interconnection trunking.

(b) If BellSouth refuses to use two-way trunks, the trunks cease to be two-way trunks. This effectively denies Sprint the opportunity to use two-way trunks and eliminates the efficiencies that were intended and are inherent in two-way trunking arrangements. Accordingly, BellSouth should be required to use two-way trunks, when provided, for BellSouth's originated traffic.

BellSouth's Position and Requested Remedy: (a) and (b) BellSouth is only obligated to provide and use two-way local interconnection trunks where traffic volumes are too low to justify one-way trunks. In all other instances, BellSouth is able to use one-way trunks for its traffic if it so chooses. Nonetheless, BellSouth is not opposed to the use of two-way trunks where it makes sense, and the provisioning arrangements and location of the Point of Interconnection can be mutually agreed upon. The TRA should require the provision and use of two-way trunks under the circumstances set forth by BellSouth.

ISSUE NO. 45: Attachment 4, Collocation, Section 1.2.2 – Proposed language for space reservation

Statement of the Issue: (a) What is the appropriate period for the parties to reserve floor space for their own specific uses?
(b) Upon denial of a Sprint request for physical collocation, what justification, if any, should BellSouth be required to provide to Sprint for space that BellSouth has reserved for itself or its affiliates at the requested premises?
(c) Should BellSouth be required to disclose to Sprint the space it reserves for its own future growth and for its interLATA, advanced services, and other affiliates upon request and in conjunction with a denial of Sprint's request for physical collocation?

(d) In the event that obsolete unused equipment is removed from a BellSouth premises, who should bear the cost of such removal?

Sprint's Position and Requested Remedy: (a) Sprint and BellSouth should have the ability to reserve floor space for their own specific uses for the remainder of the current year, plus 12 months. Sprint requests that the TRA adopt Sprint's proposed contract language:

> BellSouth and Sprint may reserve floor space for their own specific uses for the remainder of the current year, plus twelve (12) months. Upon denial of a Sprint request for physical collocation, BellSouth shall provide justification for the reserved space to Sprint based on a demand and facility forecast which includes, but is not limited to, three to five years of historical data and forecasted growth, in twelve month increments, by functional type of equipment (e.g., switching, transmission, power, etc.). In estimating the space requirement for growth, BellSouth shall use the most recent access line growth rate and use the space requirement data applicable to any planned changes that reflect forward looking technology as it relates to switching, power, MDF and DCS. BellSouth shall not reserve active space that is supported by existing telecommunications infrastructure without growth forecasts to support such reservation. BellSouth shall disclose to Sprint the space it reserves for its own future growth and for its interLATA, advanced services, and other affiliates upon request and in conjunction with a denial of Sprint's request for physical collocation, subject to appropriate proprietary protections."

(b) Upon denial of a Sprint request for physical collocation, BellSouth should be required to provide justification for the reserved space to Sprint based on a demand and facility forecast which includes, but is not limited to, three to five years of historical data and forecasted growth, in twelve month increments, by functional type of equipment. Sprint requests that the Authority adopt Sprint's proposed language (see (a), above).

(c)BellSouth should be required to disclose the space BellSouth reserves for BellSouth's future growth and for its interLATA, advanced services, and other affiliates upon request. Sprint requests that the TRA adopt Sprint's proposed language (see (a), above).

(d) BellSouth should be required to remove obsolete unused equipment at its own cost. Sprint requests that the TRA adopt Sprint's proposed contract language: "In order to increase the amount of space available for collocation, BellSouth will remove obsolete unused equipment, at its cost, from its Premises to meet a request for collocation from Sprint."

BellSouth's Position and Requested Remedy: (a) BellSouth proposes the same standards to Sprint as it applies to itself regarding the reservation of space. BellSouth requests that the TRA require the following provisions regarding space reservation in the Parties'

Interconnection Agreement under Attachment 4: BellSouth and Sprint may reserve floor space for their own specific uses for a two year period.

(b) and (c) Upon denial of a Sprint request for physical collocation, BellSouth shall provide to the TRA justification for the reserved space based on what is currently required by and provided to the TRA. Consistent with FCC Rule 51.323(f)(5), BellSouth shall relinquish any space held for future use prior to denying a Sprint request for virtual collocation unless BellSouth proves to the TRA that virtual collocation at that point is not technically feasible.

(d) BellSouth shall remove obsolete unused equipment from the premises prior to denying space at that Premises. BellSouth will not charge for removal of obsolete and unused equipment requested by Sprint if such removal is part of the space preparation and Sprint is paying standardized space preparation charges.

ISSUE NO. 47: Attachment 4, Collocation, Section 2.3 – Denial of Application – BellSouth's provision of full-sized, detailed engineering floor plans and engineering forecasts

Statement of the Issue: Upon denial of Sprint's application for physical collocation in a particular central office, and prior to the walk-through, should BellSouth provide Sprint with full-sized (e.g., 24" x 36"), detailed engineering floor plans and engineering forecasts of the central office in question?

Sprint's Position and Requested Remedy: Yes, it is essential that Sprint be able to review the full-sized detailed engineering floor plans and engineering forecasts prior to the central office tour in order to make the walk-through a meaningful informational experience. Because of the intricate detail included in these floor plans, the availability of smaller-sized, nearly impossible-to-read floor plans is of little practical value to Sprint personnel. Sprint requests that the TRA adopt its proposed contract language.

BellSouth's Position and Requested Remedy: BellSouth will provide to Sprint, floor plan drawings consistent with the size provided to the TRA for determination of the reasonableness of BellSouth's denial of a physical collocation request. Adding any further specificity in an interconnection agreement with regard to the details of what will be furnished would unnecessarily add to the administrative complexity of the process. BellSouth requests that the TRA reject Sprint's proposed contract language.

Respectfully submitted this 17th day of November 2000.

James B. Wright
Sprint
14111 Capital Blvd.
Wake Forest, NC 27587-5900
(919) 554-7587
(919) 554-7913 (facsimile)

-And-

William R. Atkinson
Benjamin W. Fincher
Sprint
3100 Cumberland Circle
Atlanta, Georgia 30339
(404) 649-6221
(404) 649-5174 (facsimile)

Attorneys for Sprint Communications Company L.P.

Guy M. Hicks
BellSouth
333 Commerce Street, Suite 2101
Nashville, TN 37201
(615) 214-6301

-And-

E. Earl Edenfield, Jr.
BellSouth
675 West Peachtree Street
Suite 4300
Atlanta, Georgia 30375
(404) 335-0763

Attorneys for BellSouth Telecommunications, Inc.