Sprint.

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01 AUG 23 AM 10:30

August 23, 2001

EXECUTIVE SECRETARY

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

RE: Docket No. 01-00526; *Generic Docket to Establish Generally Available Terms and Conditions for Interconnection.*
Sprint Petition to Intervene and Comments.

Dear Mr. Waddell:

Enclosed please find an original and thirteen copies of Sprint Communications Company L.P. ("Sprint") Petition to Intervene in the above-mentioned docket, together with a check for the twenty five dollar filing fee.

Also enclosed are an original and thirteen copies of Sprint's Comments.

A copy of this Petition is being served on counsel of parties of record. Please contact me if you have any questions regarding this matter.

Sincerely,

James B. Wright

James B. Wright

Enclosures

cc: Parties of Record (with enclosure)
Laura Sykora
Kaye Odum
Bill Atkinson

CERTIFICATE OF SERVICE
Docket No. 01-00526
BST Generic Interconnection Agreement

The undersigned certifies that on August 23, 2001, the foregoing documents were served upon the following parties of record by hand-delivery, by fax or by placing a copy of the same in the United States Mail postage prepaid and addressed as follows:

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James B Wright
James B. Wright

BEFORE THE
TENNESSEE REGULATORY AUTHORITY

NASHVILLE, TENNESSEE

IN RE: Docket No. 01-00526; Generic Docket to Establish Generally Available Terms and Conditions for Interconnection

SPRINT COMMUNICATIONS COMPANY L.P.
PETITION TO INTERVENE

Sprint Communications Company L.P. ("Sprint"), pursuant to T.C.A. § 4-5-310 and T.C.A. § 65-2-107, petitions the Authority for leave to intervene in the above-captioned proceeding, and in support thereof states as follows:

1. Sprint is a Delaware partnership authorized to conduct business in the state of Tennessee as an interexchange and competitive local exchange company, furnishes telecommunications services in the state of Tennessee and is subject to the jurisdiction of the Authority.

2. This Petition is filed more than seven (7) days before any scheduled hearing in this matter.

3. Sprint respectfully requests that it be granted leave to intervene and participate as a party in the above-captioned proceeding in that as an interexchange and competitive local exchange company, the decisions regarding the terms and conditions approved for inclusion in the standard interconnection agreement which is the subject of this proceeding may directly affect Sprint's legal rights, duties, privileges, immunities or other legal interests.

4. The interests of justice and the orderly and prompt conduct of the proceedings will not be impaired by allowing the intervention.

WHEREFORE, United prays:

1. That it be permitted to intervene in this proceeding and participate as a party.

2. That it have such other and further relief to which it may be entitled.

Respectfully submitted,

SPRINT COMMUNICATIONS COMPANY L.P.

James B. Wright
Senior Attorney
14111 Capital Boulevard
Wake Forest, NC 27587-5900
Telephone: 919-554-7587

August 23, 2001

BEFORE THE

TENNESSEE REGULATORY AUTHORITY

In Re:

Generic Docket to Establish Generally Available Terms and Conditions For Interconnection	)))	Docket No. 01-00526

COMMENTS OF SPRINT COMMUNICATIONS COMPANY L.P. REGARDING BELLSOUTH'S MODIFIED GENERIC AGREEMENT

In accordance with the revised procedural schedule entered in this case, Sprint Communications Company L.P. ("Sprint") submits these Comments regarding the modified generic interconnection Agreement filed by BellSouth Telecommunications, Inc. ("BellSouth") on July 30, 2001, in the above-styled docket. As indicated below, certain of Sprint's concerns with the modified generic interconnection Agreement filed by BellSouth in this docket are also issues before the Tennessee Regulatory Authority ("TRA" or "Authority") in the pending Sprint/BellSouth arbitration proceedings (Docket No. 00-00691). Accordingly, these Comments briefly identify and address the arbitration issues pending in Docket No. 00-00691. The primary intent of these comments, however, is to focus on new substantive concerns that are not already before the TRA in Sprint's pending arbitration.

As a preliminary matter, Sprint notes that parties submitting Comments regarding BellSouth's proposed generic Agreement are reviewing the Agreement in the context of the current business climate, the current regulatory climate, and each entity's current business plan. In light of the constantly changing circumstances under which parties review generic interconnection Agreements, Sprint strongly urges the TRA to establish a periodic review (e.g., biennial) of BellSouth's generic interconnection Agreement for

Tennessee, so that the Authority has the opportunity to consider such important changes in other circumstances.

Finally, Sprint has reached agreement with BellSouth regarding contract language in connection with many of the provisions and subject matter areas included in BellSouth's proposed generic Agreement filed on July 30. Accordingly, Sprint has not attempted in the following Comments to discuss each and every provision and section with which Sprint disagrees, or which Sprint would have worded differently when compared to the agreed upon contract language in the Sprint/BellSouth arbitration.

General Terms and Conditions

Sprint objects to a portion of Section 14.1 of BellSouth's proposed Agreement, a provision which is commonly referred to as a "Most Favored Nations" ("MFN") provision. Specifically, Sprint objects to the language in Section 14.1 that states that BellSouth will make available "any interconnection, service or network element provided under any other agreement filed an approved pursuant to 47 USC Section 252, provided a minimum of six months remains on the term of such agreement" (emphasis added). The condition that there be six months remaining on an agreement before BellSouth will permit CLECs to adopt a section or sections of the agreement is a condition entirely of BellSouth's making, and is wholly unsupported by 47 USC Section 252(I). This condition has no statutory basis, and in fact could be considered a barrier to entry under 47 USC Section 253 if the TRA adopts BellSouth's proposed generic Agreement with the condition included. Accordingly, the TRA should require BellSouth to delete this language from the proposed generic Agreement.

Attachment 1 – Resale

The resale Attachment (Attachment 1) to BellSouth's generic Agreement does not provide for the resale of Custom Calling Services on a stand-alone basis, and at the applicable wholesale discount as required by 47 U.S.C.251(c)(4). This issue is pending in the Sprint/BellSouth arbitration proceedings. See Docket No. 00-00691: Direct Testimony of Mark G. Felton (filed January 5, 2001) ("Felton Direct Testimony"), at 3-8; Rebuttal Testimony of Mark G. Felton (filed January 18, 2001) ("Felton Rebuttal Testimony"), at 1-7.

Section 3.26 of the resale Attachment states that "[u]pon the TRA's issuance of an Order pertaining to Performance Measurements in a proceeding expressly applicable to all CLECs generally, BellSouth shall implement such Performance Measurements as of the date specified by the TRA." While Sprint has no objections to this language per se, Sprint strongly believes that some interim arrangement for performance measures should be in place. The TRA should ensure that CLECs have the ability to rely on some form of performance measures and enforcement mechanisms during the interim period between a CLEC's commencement of operations and the TRA's final Order on performance measurements and enforcement mechanisms. Accordingly, Sprint urges the TRA to require BellSouth to make the regional Service Quality Measures ("SQM") document appearing on BellSouth's web site applicable to CLECs operating in Tennessee during the period prior to the issuance of the TRA's final Order on performance measures and enforcement mechanisms.

Attachment 2 – Network elements and Other Services

Attachment 2 to BellSouth's proposed Agreement does not specify the appropriate cost-based rate for dedicated trunking from each BellSouth end-office to either the BellSouth Traffic Operator Position System ("TOPS"), or the CLEC operator service provider. In accordance with FCC Rule 51.319(d), BellSouth should be required to provide interoffice transmission facilities at cost-based rates for the CLEC's use in providing Operator Services and Directory Assistance. This issue is pending in the Sprint/BellSouth arbitration proceedings. See Docket No. 00-00691: Felton Direct Testimony, at 17-19; Felton Rebuttal Testimony, at 12-13.

Attachment 3 – Network Interconnection

The interconnection Attachment to BellSouth's proposed generic Agreement (at Section 4.10.1) does not adequately provide for two-way trunking. BellSouth should provide two-way interconnection trunking upon the CLEC's request, subject only to technical feasibility. Further, BellSouth should be required to use those same two-way trunks for BellSouth's originated traffic. This issue is pending in the Sprint/BellSouth arbitration proceedings. See Docket No. 00-00691: Direct Testimony of Angela Oliver (filed January 5, 2001) ("Oliver Direct Testimony"), at 12-15; Rebuttal Testimony of Angela Oliver (filed January 18, 2001) ("Oliver Rebuttal Testimony"), at 7-11.

In Section 4.5 of Attachment 3, BellSouth seeks to charge CLECs rates from its Access Tariff for various charges related to interconnection. Sprint believes that any charges associated with interconnection should be cost-based. Due to the social goals of universal service, access prices have traditionally been inflated in order to subsidize basic

local service prices. Sound economic theory would suggest that in order for meaningful competition to develop, competing firms must experience a similar cost structure. If BellSouth is allowed to impose artificially inflated prices upon CLECs for interconnection-related charges, CLECs' ability to compete in the marketplace will be necessarily impaired. Accordingly, Sprint urges the TRA to require that all interconnection-related charges in the proposed generic Agreement be cost-based.

Attachment 4 – Physical Collocation/Remote Site Collocation

The collocation Attachment to BellSouth's proposed generic Agreement (Attachment 4) is deficient in that it does not adequately prioritize space assignment for "space exhausted" central offices. Sprint believes that a CLEC should be given space priority over other CLECs in the event that it 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. This issue is pending in the Sprint/BellSouth arbitration proceedings. See Docket No. 00-00691: Direct Testimony of Melissa L. Closz (filed January 5, 2001) ("Closz Direct Testimony"), at 15-17.

Attachment 4 of the proposed generic Agreement is further deficient in that it lacks appropriate completion intervals for specific types of additions and augmentations to the CLEC's collocation space. Sprint has proposed specific completion intervals for four different categories of augmentations and additions to CLEC collocation space. This issue is pending in the Sprint/BellSouth arbitration proceedings. See Docket No. 00-00691: Closz Direct Testimony, at 21-25; Closz Rebuttal Testimony, at 21-24.

Another concern with Attachment 4 is that the proposed language provides for wholly inadequate justification for the reserved space in BellSouth's central offices. BellSouth should be required to provide justification for such reserved space to the CLEC 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. This issue is pending in the Sprint/BellSouth arbitration proceedings. See Docket No. 00-00691: Closz Direct Testimony, at 46-50; Closz Rebuttal Testimony, at 39-44.

Section 4.2 of BellSouth's proposed Attachment 4 would permit BellSouth to terminate the CLEC's right to occupy the collocation space ". . .in the event [the CLEC] fails to comply with any provision of this Attachment" (emphasis added). This language is unacceptably broad, and would give BellSouth great discretion in unilaterally deciding whether to terminate a CLEC's right to occupy its collocation space. Further, BellSouth's proposed language provides the CLEC with absolutely no prior notice of the termination of its rights, or the opportunity to correct the problem that BellSouth has identified prior to termination of the CLEC's rights to the collocation space. Sprint urges the TRA to strike the last sentence of Section 4.2.

With regard to Sections 16 through 29 of Attachment 4, Sprint notes that many of these sections appear to be duplicative with parallel sections in the General Terms and Conditions. In all likelihood, BellSouth has included these provisions in the event that a CLEC wishes to execute a stand-alone collocation Agreement. Several of these provisions, however, are grossly one-sided in favor of BellSouth, and should be extensively rewritten if they remain in Attachment 4. For example, the obligations

discussed in Section 18 ("Publicity") should be mutual as between BellSouth and the CLEC. Accordingly, Sprint recommends that the TRA closely scrutinize these sections.

Finally, Sprint observes that Attachment 4 appears to make absolutely no reference to virtual collocation. At a bare minimum, the proposed generic Agreement should include a provision stating that the parties may mutually agree to rates, terms and conditions for virtual collocation

Attachment 9 – Performance Measurements

Attachment 9 states that "[u]pon the TRA's issuance of an Order pertaining to Performance Measurements in its proceeding expressly applicable to all CLECs generally, BellSouth shall implement in (sic) such Performance Measurements as of the date specified by the Authority." As discussed in connection with Section 3.26 of Attachment 1, above, Sprint has no objections to this language per se. Sprint strongly believes, however, that some interim arrangement for performance measures should be in place. The TRA should ensure that CLECs have the ability to rely on some form of performance measures and enforcement mechanisms during the interim period between a CLEC's commencement of operations and the TRA's final Order on performance measurements and enforcement mechanisms. Accordingly, Sprint urges the TRA to require BellSouth to make the regional Service Quality Measures ("SQM") document appearing on BellSouth's web site applicable to CLECs operating in Tennessee during the period prior to the issuance of the TRA's final Order on performance measures and enforcement mechanisms.

CONCLUSION

In recognition of the foregoing, Sprint respectfully requests that the Authority adopt all of its recommendations in these proceedings.

Respectfully submitted this 23rd day of August 2001.

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