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December 17, 1996

VIA AIRBORNE

Ms. Blanca S. Bayo, Director
Division of Records & Reporting
Florida Public Service Commission
2540 Shumard Oak Boulevard
Tallahassee, Florida 32399-0850

Re: Docket No. 961173- TP - Petition by Sprint Communications Company
Limited Partnership d/b/a Sprint for Arbitration with GTE Florida
Incorporated Concerning Interconnection, Rates, Terms and
Conditions, Pursuant to the Federal Telecommunications Act of 1996

Dear Ms. Bayo:

Please find enclosed for filing an original and fifteen (15) copies of Post-Hearing
Statement of Issues and Positions and Post-Hearing Brief as submitted on behalf of Sprint
Communications Company Limited Partnership. We are also enclosing a 3.5 inch
diskette in WordPerfect 5.1 format.

A copy of this filing has been served on all parties of record as provided on the
attached service list.

Sincerely,

Benjamin W. Fincher
Benjamin W. Fincher

BWF/rs

cc: C. Everett Boyd, Jr.
Parties of record

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Post Hearing Brief
DOCUMENT NUMBER - DATE
13444 DEC 18 96
FPSC - RECORDS & REPORTING

Post Hearing Statement
DOCUMENT NUMBER - DATE
13443 DEC 18 96
FPSC - RECORDS & REPORTING

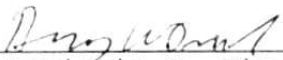
CERTIFICATE OF SERVICE

I hereby certify that a true and exact copy of the within and foregoing (1) Post-Hearing Statement of Issues and Positions and (2) Post-Hearing Brief of Sprint Communications Company Limited Partnership have been served upon the following via United States Mail, first class postage prepaid, this 14th day of December, 1996.

Monica Barone, Esq.
Florida Public Service Commission
2540 Shumard Oak Boulevard
Room 370
Tallahassee, Florida 32399-0850

Wayne Stavanja
Florida Public Service Commission
Communications Department
2540 Shumard Oak Boulevard
Room 270
Tallahassee, Florida 32399-0850

Anthony P. Gillman
GTE Florida Incorporated
One Tampa City Center
Tampa, Florida 33601



Benjamin W. Fincher

BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

In Re: Petition by Sprint)
 Communications Company Limited)
 Partnership d/b/a Sprint for)
 arbitration with GTE Florida) DOCKET NO. 961173 TP
 Incorporated concerning)
 interconnection rates, terms, and) FILED: December 18, 1996
 conditions, pursuant to the Federal)
 Telecommunications Act of 1996.)

POST-HEARING STATEMENT OF ISSUES AND POSITIONS
 OF
 SPRINT COMMUNICATIONS COMPANY LIMITED PARTNERSHIP

COMES NOW, Sprint Communications Company Limited Partnership ("Sprint"), pursuant to Rule 25-22.056(3)(a), Florida Administrative Code, and submits this its Post-Hearing Statement of Issues and Positions.

ISSUES AND SPRINT POSITION

Issues 1, 6, 7, 8, and 11 through 22 have been withdrawn.

* SPRINT'S BASIC POSITION:

Effective competition can be achieved in Florida if the Commission fully implements the Telecommunications Act of 1996, the applicable FCC Rules and Regulations, and adopts Sprint's positions on the issues. New market entrants must be allowed to compete with the incumbent LEC on equal terms and conditions.

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- CTR _____
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- RCH _____
- SEC 1
- WAS _____
- OTH _____

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REGULATORY REPORTING

ISSUE 2: What should the rates be for each of the following items:

- Network Interface Device;
- Local Loop;
- Local Switching
- Interoffice Transmission Facilities;
- Tandem Switching;
- Signaling and Call Related Databases?

* **Sprint's Position:**

The rates for unbundled network elements listed above should be based upon the TELRIC of a given element, utilizing forward looking, rather than historical, assumptions for investment, expenses and overhead loadings. GTE should deaverage its unbundled loops, switching and transport into at least three geographic zones, based on cost differences.

ISSUE 3: Should GTEFL be prohibited from placing any limitations on Sprint's ability to combine unbundled network elements with one another, or with resold services, or with Sprint's, or a third party's facilities to provide telecommunications services to consumers in any manner Sprint chooses?

* **Sprint's Position:**

GTEFL should be prohibited from restricting Sprint's ability to combine network elements. The FCC spoke extensively on this issue in its Order, paragraphs 292, 328-329, and established FCC Rules Sections 51.309 and 51.315. Also, see Section 251(c)(3) of the Act.

ISSUE 4: What services provided by GTEFL, if any, should be excluded from resale?

* **Sprint's Position:**

GTEFL services available for resale should include, without unreasonable or discriminatory conditions or limitations, all services offered at retail to end user, including promotional (more than 90 days), grandfathered, volume discounted products, individual case basis products, operator services, directory assistance, and vertical services.

ISSUE 5: What are the appropriate wholesale recurring and non-recurring charges, terms and conditions for GTEFL to charge when Sprint purchases GTEFL's retail services for resale?

* **Sprint's Position:**

Generally, pricing of wholesale recurring and non recurring services should be based on the retail services prices less avoided costs. All retail sales expenses are avoided costs. In no instance should "opportunity costs" be included as an offset to avoided costs.

ISSUE 9: Is it appropriate for GTEFL to provide customer service records to Sprint for pre-ordering purposes?

* **Sprint's Position:**

Yes. A customer's service record may be disclosed for the purposes of enabling Sprint to provide service. Sprint should be able to issue a blanket letter of agency and be allowed to retrieve

this information on line during pre-ordering" and "ordering" phases.

ISSUE 10: What rates are appropriate for the transport and termination of local traffic between Sprint and GTEFL?

*** Sprint's Position:**

Sprint agrees with GTE's use of TELRIC as the appropriate cost methodology. Sprint does not agree with GTE's input and loading assumptions and resulting prices.

ISSUE 23: Should GTEFL make available any price, term and/or condition offered to any carrier by GTEFL to Sprint on a Most-Favored Nation's (MFN) basis? If so, what restrictions, if any, would apply?

*** Sprint's Position:**

GTEFL is required to make available, without unreasonable delay, any more favorable terms for individual services, network elements, and interconnection which GTEFL offers to others. See Section 251(i) of the Act.

ISSUE 24: Should the agreement be approved pursuant to Section 252(e)?

*** Sprint's Position:**

Yes. The arbitrated agreement should be approved pursuant to the provisions of Section 252(e) of the Telecommunications Act of 1996.

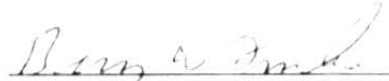
ISSUE 25: What are the appropriate post-hearing procedures for submission and approval of final arbitrated agreement?

* **Sprint's Position:**

The parties should file a comprehensive agreement within 14 days, and file proposed contractual language for the unresolved issues within 20 days, from date of the Order. The Commission should adopt, on an issue-by-issue basis, the proposed contractual language that reflects its decisions.

Respectfully submitted,

Sprint Communications Company
Limited Partnership



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