



APPENDIX 1

AFFIDAVIT OF MARK HAGEN

**ON BEHALF OF
SPRINT COMMUNICATIONS COMPANY L.P.**

Submitted in Case No. 99-C-1389,
*Petition of Sprint Communications Company L.P. for Arbitration of Interconnection
Rates, Terms, Conditions, and Related Arrangements with Bell Atlantic-New York*
(New York Public Service Commission Oct. 12, 1999)

**STATE OF NEW YORK
PUBLIC SERVICE COMMISSION**

PETITION OF SPRINT COMMUNICATIONS)	CASE NO.
COMPANY L.P. FOR ARBITRATION OF)	
INTERCONNECTION RATES, TERMS,)	
CONDITIONS AND RELATED ARRANGEMENTS)	
WITH BELL ATLANTIC-NEW YORK)	
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**Affidavit of Mark Hagen
on Behalf of Sprint Communications Company L.P.**

I, Mark Hagen, being duly sworn upon oath, deposes and states as follows:

1. My name is Mark Hagen and my business address is 7301 College Boulevard, Overland Park, Kansas 66210. I have over nine years experience in the telecommunications industry through a variety of positions. I am employed by Sprint Communications Company, Limited Partnership ("Sprint") as Manager, Local Market Development in the External Affairs Department. In this capacity, I am responsible for negotiating Interconnection Agreements with Bell Atlantic throughout their territory. Sprint or its affiliates have employed me for over 2 years. Before accepting my current position in June 1999, I was Manager, Local Carrier Markets in the company's Local Telephone Division for a year and a half. There, I was a contract negotiator in Sprint's local division for competitive local exchange carrier ("CLEC") customers who sought interconnection with Sprint, the incumbent local exchange carrier ("ILEC") in territory. Prior to Sprint, I was employed for over seven years by Southwestern Bell

Telephone and American Telephone and Telegraph in the sales and marketing departments. I received a Bachelor of Arts degree and a Master of Science from University of Missouri - Columbia and was awarded a Juris Doctorate from Saint Louis University, St. Louis, Missouri. I am a licensed attorney admitted in Kansas and Missouri along with the federal district courts of Kansas and the Western District of Missouri. In addition to my formal education, I have attended over three dozen telecommunications technical training courses over the course of my experience in the industry.

2. The purpose of my affidavit is to discuss issues related to the interconnection of Sprint's network to the Bell Atlantic-New York ("BA") network. I will address the burdensome network interconnection restrictions imposed and its adverse impact on competition and the consumer. Specifically, there are two main areas of concern I have with the BA network scheme. First, BA is essentially ignoring many of the principles in the Commission approved tariffs and Orders by asking Sprint to establish multiple interconnection points in their territory where there are none presently. Second, the excessive interconnection requirement represents an unreasonable shifting of BA's network costs to the CLEC. The combined effect of this scheme results in improperly shifting legitimate ILEC network costs to Sprint as Sprint seeks to offer competitive telephone service to New York consumers and thus, increasing the price Sprint's customers must pay for comparable service.

Multiple Interconnection Points

3. BA has insisted in its contract negotiations that Sprint connect to multiple points within the BA network, far in excess of the statutory requirements of the

Telecommunications Act of 1996 ("the Act"). Specifically, the Interconnection "Geographic Relevance" section of BA's proposed contract would require Sprint to locate an interconnection point within twenty five (25) miles from the BA Rate Center Point of the BA NXX serving the equivalent relevant end user customers, or an existing and currently utilized BA interconnection point within the LATA but outside of BA's local calling area and/or twenty (25) mile radius. This requirement would drastically raise the degree of difficulty for a CLEC to compete in the ILEC territory on a non-discriminatory basis. The net effect for the CLEC is a requirement to create a transport network to transport calls that are Bell Atlantic's responsibility to transport. The intent of the Act was to encourage CLEC entry into the marketplace and remove obstacles to effective competition. The technically feasible point of interconnection provision furthered that goal and enabled the CLEC to control its market entry costs as it grew in the market. By forcing Sprint to connect throughout the BA network, without regard to market demand, not only is cost prohibitive but also has no rational economic basis for the new entrant. . This requirement, further, directly conflicts with BA's own tariffs that stipulate a far more rational interconnection paradigm. In short, what BA is demanding is anti-competitive and directly conflicts with the express language of the Act.

BA's interconnection requirement shifts costs to the CLEC consumer

4. By imposing the added costs to the CLEC to install multiple interconnection points in BA's territory, BA would significantly increase the cost of Sprint's competitive market entry. Sprint's preliminary cost calculations estimate that the BA network model will more than double Sprint's interconnection costs. For example, a high capacity BA

network connection (referred to in the industry as a "DS-3"), purchased to connect Sprint's single Point of Interconnection to BA should cost Sprint \$180,000.00 annually for six DS-3's worth of New York City telephone traffic. BA's interconnection point model would force Sprint to purchase additional incremental network facilities from BA or elsewhere, to connect to within 25 miles of BA's rate centers. This results in an increase in Sprint's DS-3 costs for the same number of connections to \$432,000.00. By extending this calculation to the six New York LATAs, Sprint is confronted with a potential annual cost of \$2,592,000.00. Sprint's network costs, therefore, must grow 140 percent to achieve the same level of connectivity and yet Sprint gains no network efficiencies. BA's network already exists and is fully configured to support CLEC entry into their market. However, what BA has proposed is a unique network architecture that requires Sprint to purchase or lease additional telecommunications facilities, often from BA, to again connect to BA, far beyond that which is required to have an integrated network. This lowers the costs to BA while it increases Sprint's costs. These costs, unfortunately, must in turn be passed to the customer as higher prices for the same telephone service.

5. Sprint has proposed contract language that equitably shares the cost of interconnection between BA and Sprint, and moreover, complies with the intent of the Act to encourage CLEC market entry while minimizing unnecessary costs. Specifically, Sprint has proposed in Part V - Interconnection of the contract the following:

1.0 Trunk Arrangement

1.1 The Parties agree to initially configure multi-jurisdictional 2-Way trunks. The Parties shall initially reciprocally terminate Local Traffic and intraLATA/interLATA toll calls originating on each other's networks over multi-jurisdictional 2-way trunks.

1.1.1 Separate trunks will be utilized for connecting SPRINT's switch to each 911/E911 tandem.

1.1.2 A separate trunk group will be utilized for connecting SPRINT's switch to BA's Operator Service center for operator-assisted busy line interrupt/verify, if the BA is used for operator services.

1.1.3 A separate trunk group will be utilized for connecting SPRINT's switch to BA's Directory Assistance center in instances where SPRINT is purchasing BA's unbundled Directory Assistance service.

2.0 Fiber-Meet

2.1 The parties may interconnect their networks utilizing a fiber-meet or Synchronous Optical Network ("SONET") transmission system. In keeping with the requirement for multi-jurisdictional transport facilities, SPRINT may utilize any interlata transport arrangement or facility for the transport or termination of local traffic.

2.2 Compensation for transport and switching over multi-jurisdictional facilities shall be consistent with applicable contracts, tariffs, and regulations.

3.0 Point of Interconnection

3.1 "Point of Interconnection" or "POI" means the physical point that establishes the technical interface, the test point, and the operational responsibility hand-off between SPRINT and BA for the local interconnection of their networks.

3.2 SPRINT will be responsible for engineering and maintaining its network on its side of the POI. BA will be responsible for engineering and maintaining its network on its side of the POI. If and when the parties choose to interconnect at a mid-span meet, SPRINT and BA will jointly provision the facilities that connect the two networks.

4.0 Compensation Mechanisms

4.1 Point of Interconnection. Each party is responsible for bringing their facilities to the POI.

4.2 Compensation for Local Traffic Transport and Termination. The POI determines the point at which the originating carrier shall pay the terminating carrier for the completion of traffic. To the extent that UNE's provided by the BA are purchased by SPRINT, the point of interconnection for reciprocal compensation purposes moves to the point in the BA network where the UNE facilities purchased by SPRINT connect with other BA facilities not purchased by SPRINT. This may result in the application of reciprocal compensation to

SPRINT in the instances where UNEs or UNE-P facilities are used by SPRINT to provide local service. The following compensation elements shall apply:

4.2.1 "Transport", of switched traffic is usage sensitive and includes the two rate elements of transmission and any necessary Tandem Switching of Local Traffic from the interconnection point between the two carriers to the terminating carrier's end-office switch that directly serves the called end-user.

4.2.1.1 Settlement for transport of multi-jurisdictional traffic shall be in accordance with applicable tariff rates, using actual usage records or PLU/PIU factors..

4.2.1.2 "Termination", which includes the switching of Local Traffic at the terminating carrier's end office switch.

4.2.2 Internet traffic is considered local traffic for completion compensation purposes and is therefore subject to reciprocal compensation.

4.2.3 Parties may agree to a bill & keep arrangement.

4.3 When a SPRINT subscriber places a call to BA's subscriber, SPRINT will hand off that call to BA at the POI. Conversely, when BA hands over Local Traffic to SPRINT for SPRINT to transport and terminate, BA will hand off the traffic at the agreed to POI.

4.4 SPRINT and BA may designate a POI at any technically feasible point including but not limited to any optical, electrical or manual cross-connect points, collocations, entrance facilities, and mid-span meets. The transport and termination charges for Local Traffic flowing through a POI shall be as follows:

- 4.4.1** *When calls from SPRINT are terminating on BA's network through the BA Tandem Switch, SPRINT will pay BA for transport charges from the POI to the Tandem for dedicated transport. SPRINT shall also pay a charge for Tandem Switching, shared transport to the end office, and end-office termination.*
- 4.4.2** *When calls from BA are terminating on SPRINT's network through the SPRINT Tandem Switch, BA will pay SPRINT for transport charges from the POI to the Tandem for dedicated transport. BA shall also pay a charge for Tandem Switching, shared transport to the end office, and end-office termination.*
- 4.4.3** *SPRINT may choose to establish direct trunking to any given end office. If SPRINT leases trunks from BA, it shall pay charges for dedicated transport. For calls terminating from SPRINT to subscribers served by these directly-trunked end offices, SPRINT shall also pay an end-office termination. For BA traffic terminating to SPRINT over the direct end office trunking, compensation payable by BA shall be the same as that detailed in Section 4.4.2 above.*

6. This concludes my Affidavit.

I declare under penalty of perjury that the foregoing is true and correct to the best of my knowledge and belief.


Mark Hagen

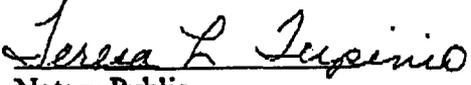
COUNTY OF Johnson
STATE OF KANSAS

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ss:

SUBSCRIBED AND SWORN BEFORE ME this 8 day of October, 1999.

TERESA L. TUPINO
Notary Public - State of Kansas
My Appl. Expires 4-31-01


Notary Public

My commission expires: 4-31-01

APPENDIX 2

AFFIDAVIT OF BRYANT SMITH

ON BEHALF OF

SPRINT COMMUNICATIONS COMPANY L.P.

Submitted in Case No. 99-C-1389,
*Petition of Sprint Communications Company L.P. for Arbitration of Interconnection
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WITH BELL ATLANTIC-NEW YORK)	
_____)	

**Affidavit of Bryant Smith
on Behalf of Sprint Communications Company L.P.**

I, Bryant Smith, being duly sworn upon oath, deposes and states as follows:

1. My name is Bryant L. Smith and my business address is 6363 College Boulevard, Overland Park, Kansas 66210. I am employed by Sprint Communications Company, Limited Partnership ("Sprint") as Manager, Competitive Operations, Broadband Local Networks. Sprint or its affiliates have employed me for over 8 years. I was Senior Contract Negotiator in the company's Material and Services Management Group, including responsibility for directing the company's acquisition of its SONET network. Also, I was named Group Manager for Strategic Partnerships and Business Development and Senior Product Manager for developing Internet services. I have been assigned to the Local Telecommunication Division to focus on local market segments within Sprint directing the identification, development of network capabilities and product requirements for creating new Internet applications. More recently, I have provided

support as the Manager Competitive Operations for technical contract/compliance negotiations for competitive local exchange carrier (CLEC) access to the incumbent local exchange (ILEC) network. My telecommunications experience has ranged from network systems analysis/negotiations, analysis of switching software and maintenance of complex network infrastructures, development of Internet technologies, strategic partnerships, business case development, including network engineering support.

2. The purpose of my affidavit is to discuss critical issues necessary for the successful deployment on Sprint ION service in the area of unbundled network elements including unbundled network element loops. I will discuss the importance of compliance with industry standards, cooperative testing, types of xDSL services, loop pre-qualification specifications, unbundled and next generation digital loop concentrators (DLC).

Sprint ION Reliance on Bell Atlantic Loops

3. Sprint is currently preparing to deploy Sprint ION services. Sprint ION is a proprietary service offering that allows customers to transmit all of their communications services simultaneously over one copper loop. Specifically, Sprint's proprietary ION technology will be able to transmit multiple traditional voice calls (including local, local toll and long distance), facsimiles, data, Email and video simultaneously over one Bell Atlantic loop. Sprint ION carries all of this traffic in the asynchronous transfer mode (ATM) data format from the customer premises through the Sprint network. The initial conversion of these various

services takes place at the customer premises where all of the traffic is converted to ATM and transported to Sprint's collocated DSLAM via copper loops. A DSLAM is a piece of equipment collocated in or near Bell Atlantic facilities that aggregates multiple Sprint ION customers onto one facility for transport to the Sprint ATM network for ultimate delivery to the terminating point.

4. Sprint's preference is to self-provision all of the facilities and functionality necessary to bring local service via Sprint ION to that national marketplace, including the copper loop. Self-provisioning allows control over one's destiny by providing the ability to provision distinguishable services, rather than being bound by the capabilities inherent in the facilities that other entities deploy. However, the problem is that there is no robust wholesale market for the facilities and functionality that Bell Atlantic unbundled loops provide, and that are necessary for local competition to develop and flourish. Indeed, it will undoubtedly be some time before there is a viable wholesale market. Bell Atlantic has economies that wholesale competitors will have difficulty matching, if they ever can, for a number of years.

5. Unfortunately, Bell Atlantic is the only real source of external supply. There are no other viable alternatives, there is no wholesale market, no competitive alternative sources, for the facilities and functionality that Bell Atlantic loops provide. If there were, Sprint would use it. The simple fact is that Bell Atlantic will be Sprint's major competitor for local exchange service. Additionally,

if Bell Atlantic is allowed into interLATA long distance, Bell Atlantic will have the potential to be one of Sprint's largest long distance competitors. Thus, as a matter of long-term business strategies for Sprint, Bell Atlantic is the least desirable external source of supply. Yet they are a source that Sprint must initially tap due to lack of alternatives, through the purchase of unbundled network elements, if Sprint's CLEC strategies are to be successfully deployed.

CSA Compliant Loop Specifications

6. Sprint has requested that Bell Atlantic loops be compliant with the industry's Carrier Serving Area (CSA) Loop Specifications which provide for xDSL service factors such as non-loaded cable, gauge size, and bridge tap restrictions. Specifically, Sprint has requested the following language be placed in the contract:

4.18 Carrier Serving Area (CSA) Loop Specifications

4.19 CSA design specifications were originally developed to support 56 Kbps Digital Data Service (DDS) delivery to customers served by Digital Loop Carrier (DLC) systems. A CSA loop is defined as a wire pair that meets CSA design guidelines whether it originates from a central office or from a remote terminal site. Short loops around a central office will be consistent with CSA rules even though constructed using Resistance Design rules.

4.20 CSA loops are designed to meet the following specifications.

4.20.1 Non-loaded cable only.

4.20.2 Multi-gauge cable is restricted to two gauges (excluding short cable sections used for stubbing or fusing).

4.20.3 Total bridged tap length may not exceed 2.5 kft. No single bridged tap may exceed 2.0 kft.

4.20.4 The amount of 26 gauge cable (used alone or in combination with other gauge cable) may not exceed a total length of 9 kf including bridged tap.

4.20.5 For single gauge or multi-gauge cables containing only 19, 22, or 24 gauge cable, the total length including bridged tap may not exceed 12 kft.

4.20.6 The total cable length including bridged tap of multi-gauge cable that contains 26 gauge cable may not exceed:

$$12 - \left[\frac{3 \times L_{26}}{9 - L_{BTAP}} \right] kft$$

Where:

L_{26} = total length of 26 gauge cable in kf, excluding bridged taps.

L_{BTAP} = total length of all bridged taps in kft.

4.21 Loops that comply with CSA design standards will support HDSL, HDSL2, SDSL at a 768 Kbps symmetrical transmission rate, and ADSL at a 6 Mbps by 640 Kbps asymmetrical transmission rate.

4.22 CSA loops may be ordered from the ILEC using a Telcordia standard Network Channel (NC) code of LXC.

CSA industry standards were published by the ANSI industry standards group in ANSI T1E1. Technical Report Number 28. While Sprint believes that Bell Atlantic complies with CSA standards, Bell Atlantic will not to contractually commit to these standards. Further, the FCC has stated that loop technologies that comply with existing industry standards shall be presumed acceptable for deployment. Sprint requires compliance with CSA standards to ensure a uniform deployment of Sprint ION services. Without CSA compliance, Sprint has no assurance that xDSL services like Sprint ION can be reliably deployed, thereby, causing Sprint unnecessary costs and frustrated customers.

Cooperative Testing

7. The success of Sprint ION is dependent upon the smooth and efficient installation of Bell Atlantic CSA compliant loops to the customer premise. Sprint needs assurances that Bell Atlantic has installed workable xDSL services. Sprint has requested that BA perform cooperative testing on each xDSL line installed. This cooperative testing simply involves placing a 900 ohm resistive termination between the tip and ring and calling Sprint's Operation center for an immediate test. Sprint will test for continuity, loop length, and the existence of impediments such as load coils, bridge taps and spectral interference that denigrates the quality of the loop for providing xDSL services. The loop will be immediately accepted or rejected by Sprint's Operation center. Specifically, Sprint is requesting the following language be placed in the Part II of the contract:

15.1 Cooperative Testing. Upon Sprints request, BA will provide at the customer's premise a properly terminated drop at the Network Interface Device (NID) or demarcation. A proper termination shall be defined as a purely resistive termination of 900 ohms between the tip and ring conductors. In an attempt to avoid additional truck rolls behind a service order, Sprint will provide a toll free number for use by BA field technicians. When this method of order completion is used, the Sprint Operations center will immediately test the loop condition, and accept or reject the loop based on the test results. BA will also provide to Sprint at no additional cost, cooperative testing to test any network element provided by BA and to test the overall functionality of network elements that are connected to one another or to equipment or facilities provided or leased by Sprint, to the extent BA has the ability to perform such tests. The cooperative testing provided for in this paragraph is exclusive of any maintenance service and related testing that BA is required to provide for unbundled network elements under this Agreement.

8. Such a test is efficient for both Bell Atlantic and Sprint because it potentially saves two truck rolls in cases where the loop is not CSA compliant. It saves Sprint the costs of needlessly dispatching a technician to a location where

xDSL will not function due to loop characteristics and it will save a Bell Atlantic redispach to repair the defective xDSL loop. More importantly, it helps ensure that good service is provided the first time and that Sprint and Bell Atlantic meet our customer's high expectations. Repeated and multiple dispatches are very costly for the industry and are very troublesome for the end-users that must be present to allow for interior access.

9. Bell Atlantic has stated that it will agree to some form of cooperative testing in the future. However, Sprint cannot rely upon such a promise for the provision of this critical service. Sprint requires this testing to be successful in its provision Sprint ION service.

Types of xDSL Services

10. Sprint will utilize various xDSL types for the provision of Sprint ION. Sprint plans to utilize the industry standard ADSL, HDSL2, IDSL, SDSL and other DSL technologies. Sprint simply requests that these loops be compliant with all the current and future industry standards including specifically, ANSI T1.413.1998, T1E1.4/99-006R5, T1A1.7/98-015R5 and Bellcore TA-NWT-001210. Bell Atlantic insists that the contract refer to the Bell Atlantic standard BA TR 72575, Issue 2. As a national carrier, Sprint cannot agree to each individual telephone company standard. Such a patchwork of offerings decreases Sprint's ability to efficiently offer consistent services on a nation-wide basis to its customers. Further, by referencing a document that Bell Atlantic has the sole discretion to change and modify, Bell Atlantic has the ability to make unilateral technical

changes to its essential services that will have a detrimental effect on competitors like Sprint in providing consistent quality services for its customers. Bell Atlantic should comply with the industry standards. Industry standards go through rigorous evaluation from all carriers, CLECs and ILECs, contrasted with an unilateral internal standard that could be manipulated to the detriment of competition.

11. Further, Sprint has requested that Bell Atlantic make available a loop that will provide the industry standard HDSL2 service. Sprint plans to use HDSL2 technology as one of the primary methods for Sprint ION delivery to our customers. Therefore, it is an essential component to Sprint's offerings. Specifically, Sprint requested the following language be placed in the DSL description section in Part II of the contract:

4.7 " HDSL2-Compatible ULL" consists of a single 2-wire, non-loaded, twisted copper pair that meets the carrier serving area design criteria. The HDSL2 power spectral density mask and dc line power limits referenced in T1E1.4/99-006R5 shall apply.

Sprint plans to use this xDSL technology to offer its services to customers. Bell Atlantic's refusal to place this offering in the contract is unwarranted and could adversely affect Sprint's facilities-based ION deployment plans in New York. Instead, Bell Atlantic requests that Sprint take advantage of the Digital Design Loop (DDL) tariff process or the Bone Fide Request (BFR) process. Neither Bell Atlantic's DDL offering or the BFR process provides Sprint with the assurances it needs to launch its product set for consumers.

12. Bell Atlantic's DDL offering is deficient in two ways. First, the DDL tariff does not reference HDSL2 loops or the CSA standard loops mentioned above. Sprint simply requires a CSA standard loop to place HDSL2 electronics on to create the required service. Without CSA standard loop commitments, Sprint has no assurance that the services offered by Bell Atlantic will be the services necessary. Second, the DDL section of the BA tariff is a catch all section that allows BA to charge additional charges. Many of the charges in the DDL are charges that are subject to a commission proceeding and go far beyond what Sprint feels is reasonable. Therefore, Sprint requests BA place HDSL2 loops in the normal section of the tariff with its other DSL offerings.

13. BA's Bone Fide Request (BFR) process does not provide for the timeliness or the guarantee's that Sprint needs to ensure this service is delivered. HDSL2 loops are a critical component of the Sprint ION offering and Sprint needs a definite commitment of CSA standard loop availability for HDSL2 loops.

14. Sprint has formally requested HDSL2 service as part good faith interconnection negotiations. HDSL2 CSA compliant loops are critical to Sprint facilities based local exchange product launch scheduled for the first half of next year. Sprint believes that Bell Atlantic has the technical capability to provide these services. Bell Atlantic should honor this request and either agree to allow HDSL2 CSA compliant services or formally provide the technical reasons such service cannot be provided.

15. BA's wholesale offerings should include a UNE-P offering of all xDSL services offered by Bell Atlantic. It is clearly technically feasible to offer xDSL unbundled elements. The major components being the NID, the POTS splitter, the loop, the DSLAM, the local switching, shared transport and the ATM/IP transport. Therefore, the recombination of the unbundled elements can be accomplished in a similar manner to the POTS service being provided by Bell Atlantic today. BA will argue that xDSL UNE-P is not required by the Act. However, this commission, in its effort to create an environment for full and effective local competition, can and should require BA to offer xDSL UNE-P services.

Line Sharing

16. Sprint has requested Bell Atlantic provide for line sharing. Line sharing is the actual sharing of the local loop so that multiple carriers can provide services over the loop. For example, if the customer desires to obtain local telephone service from Sprint and wants Bell Atlantic to provide xDSL service, the services could be provisioned over the same shared loop, thus the name line sharing. Such an arrangement is good for Sprint, Bell Atlantic and consumers because outplant facilities would be fully utilized. The POTS splitter technology exists to implement line sharing. In fact, Sprint is participating in line sharing trials in the state of Minnesota. Sprint has requested that BA offer line sharing arrangements in New York.

Loop Pre-Qualification Specifications

18. Sprint has requested that the Bell Atlantic Database of loops contain information on CSA qualified loops including loop length and the presence of DLC equipment. Current Bell Atlantic xDSL databases only contain loop length information or information on the capability of lines with regard to Bell Atlantic's aDSL retail offering.

Specifically, Bell Atlantic's CLEC guide states as follows:

Loop Qualification xDSL - This transaction operates similar to the Loop Qualification Basic and Extended transactions, except that it allows the external user to qualify facilities for xDSL loops prior to placing an order. Loop Qualification xDSL differentiates between customers: CLECs and Resellers. The user must specify the service provider, address information, telephone number, and local serving office. The response may include whether addresses are qualified in the wire center or if the current service is ADSL compatible. CLECs will receive a loop length on the response and Resellers will receive a Qualification Code.
(emphasis added)

Therefore, BA provides either loop length or a code that indicates the Bell Atlantic ADSL services available on a particular loop. Sprint requires the database contain information that indicates CSA compliance including loop length and the presence of DLC equipment. Such pre-qualification database information is deficient and may or may not have any relevance to industry standard CSA specifications. Further, current Bell Atlantic xDSL databases do not include information concerning DLC equipment. Such information can be easily provided and in fact, is being provided on an automated basis by other ILECs today.

19. Sprint is deploying its services based upon industry standards. Bell Atlantic must comply with industry standards and must provide pre-qualification information in a format related to industry standards including whether or not a loop complies with CSA

standards. Failure to provide industry standard information forces new entrants to guess about the capability of a particular loop. Such assumptions about loop capabilities causes CLECs to mistakenly attempt to install services where the service will not operate. These mistakes are costly in terms of time, equipment, manpower and dissatisfied customers.

20. Further, if Sprint is to have a realistic opportunity to provide commercially viable Sprint ION service, it is essential that Sprint be able to identify whether the facilities to a particular end-user premises are CSA compliant via the EDI electronic interface. These Application-to-application interfaces are necessary for the large-scale deployment on any service including xDSL services needed for Sprint ION. Sprint believes Bell Atlantic loops are CSA compliant, however, Bell Atlantic has not agreed to provide CSA compliant pre-qualification responses, which is necessary for Sprint's successful deployment of Sprint ION.

Unbundled and Next Generation Digital Loop Concentrators (DLC)

21. Where digital loop carriers or similar remote concentration devices are employed, the provision of a CSA compliant loop as an unbundled network element takes on added complexities. To explain these complexities it is useful to briefly describe the typical loop plant configurations that can be employed. One is simply to use a digital loop carrier system as a intermediate point of concentration between end user premises and the central office. In a typical configuration, copper is used from the line side of the DLC to the customer premises, while either copper or (as is increasingly more common) fiber optic cable is used from the DLC to the LEC central office. The DLC is placed in a

remote terminal usually housed in a subterranean vault or in an aboveground cabinet ranging in size from a household refrigerator to two refrigerators back-to-back.

22. When Sprint needs a CSA compliant loop, the use of DLC technology greatly increases the technical complexity of meeting Sprint's needs. Where DLCs are employed, Bell Atlantic can provide a CSA compliant loop in one of three ways. First, Bell Atlantic can bypass the DLC and connect the subscriber's loop in the remote terminal to copper wire extending from the remote terminal to the central office. This solution will work only where the total loop length is less than 12,000 feet, and may require laying copper wire between the central office and the remote terminal. Bell Atlantic has agreed and employed this solution where copper facilities are available. Second, Sprint can collocate in the remote terminal and install its own DSLAM there, so that the xDSL subscriber's loop terminates on the DSLAM rather than on the DLC. This solution requires sufficient space in or on Bell Atlantic's remote terminal to accommodate a collocated DSLAM, and requires Sprint to be able (either through its own facilities or UNEs purchased from Bell Atlantic) to transport the data stream from its DSLAM to its network node. Bell Atlantic has not agreed to provide such DLC collocation. This is a critical alternative that must be made available to Sprint. Third, next generation DLCs will include an "Integrated Solution" capability, in which case an xDSL line card can be plugged into the DLC instead of the ordinary POTS line card. The xDSL line card, in effect, substitutes for the need for a separate DSLAM. The requesting carrier would have to purchase an xDSL line card as an unbundled element, or furnish its own card to Bell Atlantic, and the signal from the DLC would have to pass through an ATM switch in Bell Atlantic's central office.

Therefore, when the next generation technology is available, they should be made accessible to Sprint where deployed so that Sprint can have simple access to CSA compliant loops that happen to be located behind the DLC. Bell Atlantic has refused to consider this alternative outside of a BFR request. Specifically, Sprint has requested the following language be placed in the contract:

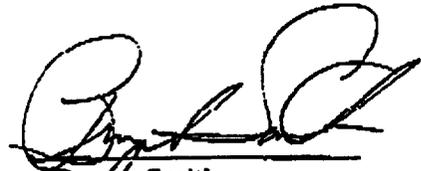
4.16 ... if SPRINT orders one or more ULLs provisioned via Integrated Digital Link Carrier or Remote Switching technology deployed as a ULL concentrator, BA shall, where available, move the requested ULL(s) to a spare, existing physical ULL at no additional charge to SPRINT. When SPRINT requests an unbundled Loop currently serviced by BA's Integrated Digital Loop Carrier (IDLC) or Remote Switching technology, BA will, where available, move the requested unbundled Loop to a spare cable pair, universal digital loop carrier, or other transmission equipment for the purpose of unbundling the Loop at no additional charge to SPRINT. If, however, no spare unbundled Loop is available, BA will within twenty-four (24) hours of SPRINT's request, notify SPRINT of the lack of available facilities. When BA deploys "next generation" IDLC that allow the placement of xDSL line cards and remote xDSL functionality, such "next generation" DDLC functionality shall be unbundled and offered separately if requested by SPRINT.

23. Thus, when a requesting carrier needs an CSA compliant loop as an unbundled network element and the end user is served via a DLC, such a loop may be difficult and expensive to provide. First, the "all-copper" alternative may not be available with existing plant, in which case it would be necessary for Bell Atlantic to string copper wire from the central office to the DLC. The second alternative – collocation of a DSLAM at or on the remote terminal – is technically feasible, but requires sufficient space in the remote terminal to accommodate the DSLAM of the party requesting collocation. Where space for collocation in the terminal is unavailable, Sprint or Bell Atlantic (at Sprint's expense) would have to secure a right-of-way for additional space, pour a concrete slab and put in a secured cabinet to accommodate the additional DSLAMs. The third possible way to get

an unbundled xDSL capable loop, in cases where Bell Atlantic employs DLCs that utilize the "Integrated Solution", would be to purchase the copper loop from the premises to the DLC and purchase the xDSL line card in the DLC on which the loop terminates. In addition, the requesting carrier would have to purchase ATM transport from the DLC through the Bell Atlantic ATM switch and up to some point of ATM-interconnection with Sprint. Sprint needs these alternatives to provide the most efficient, cost effective CSA compliant services to its customers. Failure to obtain these alternatives will force Sprint into customer solutions that may not be competitive to Bell Atlantic's offerings.

24. This concludes my Affidavit.

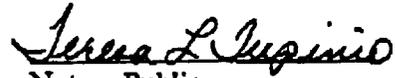
I declare under penalty of perjury that the foregoing is true and correct to the best of my knowledge and belief.


Bryant Smith

COUNTY OF Johnson)
)
STATE OF KANSAS) ss:

SUBSCRIBED AND SWORN BEFORE ME this 8 day of October, 1999.

TERESA L. TUPINIO
Notary Public - State of Kansas
My Appt. Expires 4-30-01


Notary Public

My commission expires:

**BEFORE THE
Federal Communications Commission
WASHINGTON, D.C.**

In the matter of)
)
Application by New York Telephone)
Company (d/b/a Bell Atlantic - New) CC Docket No. 99-295
York), Bell Atlantic Communications,)
Inc., NYNEX Long Distance Company,)
and Bell Atlantic Global Networks,)
Inc., for Authorization to Provide)
In-Region, InterLATA Services in)
New York)

**Declaration of Kenneth M. Prohoniak
on Behalf of Sprint Communications Company L.P.**

1. I am employed by Sprint as Staff Director - Local Market Integration. My present responsibilities include representing Sprint Communications Company L.P. ("Sprint") in interconnection negotiations with Bell Atlantic and the Southern New England Telecommunications Company, Inc. ("SNET"). In addition, I am responsible for coordinating Sprint's entry into local markets within Bell Atlantic's and SNET's states. I also interface with the Bell Atlantic and SNET account teams supporting Sprint's efforts to coordinate and communicate service and operational issues and business requirements related to local market entry. I have a Bachelor of Business Administration degree from James Madison University in Harrisonburg, Virginia, and I am a Certified Public Accountant in the state of Virginia. I have been employed by Sprint for over eight years and have been in my current position since August 1997. I began my telecommunications career in June 1983 when I joined Contel

Corporation in its Eastern Region Regulatory Group. I progressed through various cost of service and Carrier Access Billing management positions. In 1991, I joined Sprint's Long Distance Division as Manager, Regulatory Affairs in Sprint's External Affairs Department. In this capacity, I was responsible for communicating, coordinating and executing Sprint's regulatory/business policy, plans and compliance in the Northeastern states. Prior to joining Contel in 1983, I was an Accountant with the Washington, DC-based Public Accounting firm Matthews, Carter and Boyce. In my current capacity as Staff Director - Local Market Integration, I am primarily responsible for operational deployment of Sprint's competitive local exchange company ("CLEC") service and operations in New York, including all aspects of operational and technical support to Sprint's local market entry teams.

2. The purpose of my Declaration is to provide the Commission with insight that is relevant to its evaluation of Bell Atlantic's application for in-region, interLATA authority in New York. Specifically, I will address Bell Atlantic's record in the areas of Change Control Management and the UNE-Platform ("UNE-P").

Change Control Management

3. It has been Sprint's experience that Bell Atlantic's Change Control Management processes are inadequate to support competitive entry by CLECs such as Sprint that must rely on Bell Atlantic's wholesale electronic interfaces and processes. In

general, as Sprint prepared to enter Bell Atlantic's local markets and began collecting the documentation, business rules, practices and procedures for developing its internal software for its OSS, Sprint discovered that constant unanticipated changes by Bell Atlantic impeded Sprint's progress. Continuous changes and revisions in Bell Atlantic's software versions and related business rules made it virtually impossible for Sprint to meet its systems development requirements and standards. Bell Atlantic's lack of change management proficiency has also delayed Sprint's entry into the New York local market and caused Sprint to incur significant and unnecessary costs.

4. Sprint's problems with Bell Atlantic's Change Control Management in New York began in the fall of 1998, by which time Sprint thought that it had completed its business requirements for Local Resale Ordering for Bell Atlantic-North's ("BA-N") Local Service Ordering Guidelines ("LSOG") based upon LSOG 2, sub-version 1.3.1 for local market entry. Unfortunately, in November 1998, without prior notice to the CLEC community, BA-N released LSOG 2, sub-version 1.4, requiring Sprint to totally re-write its business requirements to accommodate BA-N's unilateral software changes. Since BA-N's LSOG software releases are not backwards-compatible with previously released software, Sprint was forced to abandon the work it had completed based on LSOG 2, sub-version 1.3.1.¹

¹ Specifically, Bell Atlantic typically supports only one sub-version of the two most recent versions of industry standard

5. In December 1998, BA-N made another unexpected change, this time announcing its decision to skip its planned LSOG 2, sub-version 1.4 release of its OSS in favor of LSOG 2, sub-version 1.5, for February 1999 deployment. This decision again caught Sprint totally off guard and again caused Sprint to scrap its development work and market entry plans based on the version of the interface BA-N had now abandoned. Sprint therefore began work re-writing its business requirements necessary to place orders to conform to LSOG 2, sub-version 1.5.

6. However, once again, in January 1999, BA-N published business requirement specifications for the newly adopted industry guideline (i.e., LSOG 3). At the same time, Sprint was forced into a business decision to be on the latest LSOG version and, after conferring with the BA-N Account Team, decided to write its business requirements based upon LSOG 3, instead of LSOG 2, sub-version 1.5.

7. Soon after the January 1999 LSOG 3 announcement, BA-N began to canvass CLECs as to the version of the Electronic Data Interchange ("EDI") ordering interface that it should deploy. Apparently based in part on CLEC feedback, BA-N ultimately decided to abandon LSOG 3 for LSOG 4. Sprint once more incurred

releases. For example, Bell Atlantic will support only one sub-version of LSOG 3 (e.g., LSOG 3, sub-version 1.4) and one sub-version of LSOG 4. When a new sub-version is released (e.g., LSOG 3, sub-version 1.5), Bell Atlantic terminates the sub-version it previously supported (in this instance, LSOG 3, sub-version 1.4). Furthermore, when a new version, say LSOG 5, is released, Bell Atlantic terminates the earlier version previously supported (LSOG 3 in this example).

significant costs when BA-N made this, its fifth interface change in less than six months. To make matters worse, BA-N also announced that its LSOG 4 was not scheduled for deployment until February or March 2000, thus forcing Sprint to abandon its development work for LSOG 3.

8. As a result of BA-N's failure to follow proper Change Control Management procedures for interfaces, Sprint continues to run the risk of coding to Bell Atlantic's constantly changing multiple versions of EDI. Thus, Sprint incurs significant financial expenditures in developing and maintaining multiple versions of OSS software due to a lack of consistent change management practices and unstable business requirements.

9. In addition to problems with the manner in which Bell Atlantic managed the change of its interfaces, Sprint has encountered other serious problems with Bell Atlantic's Change Control Management. For example Bell Atlantic's Change Control Management suffers from a complete lack of direction and customer focus, as Bell Atlantic announces most changes through "Flash Announcements." Flash Announcements are supposed to be used only in true emergency situations. But Bell Atlantic has repeatedly used Flash Announcements, which offer limited advance notice to CLECs, in situations that are not emergencies. In other cases, software changes have been implemented without proper notification, which is devastating to Sprint's CLEC OSS development. As a result of these abrupt changes, Sprint is forced to quickly modify its business requirements "on the fly"

without making a full assessment of the overall ramifications of the OSS impacts. Also, this practice does not provide time for the proper testing of the software changes and Sprint and the CLECs cannot effectively conduct their business in this "live" production environment.

10. In sum, Bell Atlantic's repeated interface, software and business rule changes, especially for its EDI interfaces for pre-ordering, ordering and provisioning, have made CLEC development efforts unnecessarily costly and time-consuming. Such difficulties impede CLECs' entry into the New York local market because of the major expenditure of both financial resources and time that is required to prepare and modify CLEC systems to make them compatible with Bell Atlantic's constantly changing EDI versions, software and business rules.

UNE-P

11. Bell Atlantic-New York has offered a version of the UNE-P in its Pre-Filing Statement. This version, however, imposes unreasonable and costly restrictions on the use of the UNE-P. Those restrictions make it difficult or impossible to rely on Bell Atlantic's UNE-P as the basis for an efficient entry strategy.

12. Specifically, Bell Atlantic-New York's Pre-Filing Statement imposes charges for the actual combining of UNEs ("glue charges"), imposes sunset provisions, and excludes its offering

of the UNE-P to CLECs seeking to provide local exchange service to businesses in New York City, in those areas where two or more collocators already exist in the serving central office. These conditions are arbitrary, discriminatory and serve as deterrents to local market entry.

13. I understand that Bell Atlantic has announced that it will abandon its "glue charges" for the UNE-P. Bell Atlantic should not be permitted to "voluntarily" abandon this commitment since those charges are not cost-based and appear to be imposed for the sole purpose of increasing CLECs' cost of service. Rather, Bell Atlantic should be required to delete this anticompetitive and non-cost based term from its tariff, its interconnection agreements with CLECs (where applicable), and its Statement of Generally Available Terms (again, if applicable).

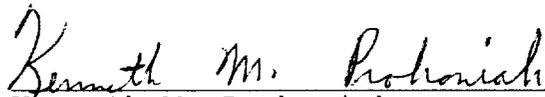
14. Moreover, the short four and six-year sunset provisions also render the UNE-P unattractive to CLECs. CLECs will be unlikely to implement a market entry platform that has the potential to be discontinued at the end of the short sunset period(s). This will be particularly true for smaller CLECs that may have a less certain horizon for transition to more efficient facilities-based services. In fact, the sunset provisions appear to permit Bell Atlantic to offer the UNE-P just long enough to satisfy the requirements for entering the in-region long distance market and then will be eliminated thus rendering useless another viable method of market entry. Bell Atlantic should not be

permitted to circumvent the goals and objectives of the Act through such restrictions and gamesmanship.

15. Finally, the geographic restriction against offering the UNE-P to business customers in New York City is especially unreasonable in light of the serious space limitations in the city's central offices. The difficulties in obtaining collocation space in New York City, coupled with the exclusion of the UNE-P in central offices with two or more collocators, will significantly diminish the market's competitive attractiveness to new entrants and will serve to lessen, not increase, competitive service options for New York City consumers.

16. This concludes my Declaration.

I declare under penalty of perjury that the foregoing is true and correct to the best of my knowledge and belief. Executed on October 18, 1999.


Kenneth M. Prohoniak

CERTIFICATE OF SERVICE

I, Trisha A. McLean, do hereby certify that on this 19th day of October, 1999, copies of the foregoing Comments of Sprint Communications Company L.P. on Bell Atlantic's Section 271 Application, CC Docket No. 99-295, were mailed, first class postage prepaid, unless otherwise indicated, to the following parties:

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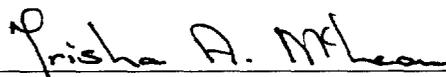
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