

**BEFORE THE PUBLIC SERVICE COMMISSION
OF THE STATE OF MISSOURI**

Southwestern Bell Telephone, L.P. d/b/a)	
SBC Missouri's Petition for Compulsory)	Case No. TO-2005-0336
Arbitration of Unresolved Issues For a)	
Successor Interconnection Agreement to the)	
Missouri 271 Agreement ("M2A").)	

**SPRINT COMMUNICATIONS COMPANY L.P.'S RESPONSE TO SBC
MISSOURI'S PETITION FOR COMPULSORY ARBITRATION**

Pursuant to Section 252 of the Telecommunications Act of 1996, Commission Rule 4 CSR 240-2.080, Commission Rule 4 CSR 240-36.040 and the Arbitrator's Order of April 21, 2005 in this proceeding, Sprint Communications Company L.P ("Sprint") responds to SBC Missouri's ("SBC") Petition for Compulsory Arbitration ("Petition") as follows:

1. Sprint admits the allegations in paragraph 1 of SBC's Petition.
2. Sprint admits the allegations in paragraph 2 of SBC's Petition.
3. Sprint admits that it has been negotiating a successor agreement with SBC. Sprint admits that it has tentatively agreed to contract language with SBC on several issues in several contract appendices. Sprint is without sufficient information to admit or deny the remaining allegations in paragraph 3 of the Petition, and therefore, denies those allegations.
4. Sprint is without sufficient information to admit or deny the allegations in paragraph 4 of the Petition, and therefore, denies those allegations.
5. Sprint is without sufficient information to admit or deny the allegations in paragraph 5 of the Petition, and therefore, denies those allegations.

6. Sprint is without sufficient information to admit or deny the allegations in paragraph 6 of the Petition, and therefore, denies those allegations.

7. On information and belief, Sprint admits the allegations in paragraph 7 of the Petition.

8. Sprint is without sufficient information to admit or deny the allegations in paragraph 8 of the Petition, and therefore, denies those allegations.

9. Sprint is without sufficient information to admit or deny the allegations in paragraph 9 of the Petition, and therefore, denies those allegations.

10. Sprint admits the allegations in paragraph 10 of the Petition that pertain to Sprint. Sprint is without sufficient information to admit or deny the allegations regarding negotiation with other CLECs, and therefore, denies those allegations.

11. Sprint admits the allegations in paragraph 11 of the Petition that pertain to Sprint. Sprint is without sufficient information to admit or deny the allegations regarding communications and negotiation with other CLECs, and therefore, denies those allegations.

12. Sprint admits that it received a copy of an accessible letter from SBC on or about September 20, 2004. Regarding the content of the letter, the letter speaks for itself. Sprint is without sufficient information to admit or deny allegations regarding the posting on the website, the website's functionality at the relevant times and SBC's communications or negotiation with other CLECs, and therefore, denies those allegations.

13. On information and belief, Sprint admits the allegations in paragraph 13 of the Petition that SBC posted such a redlined version of the M2A on or about October 7, 2004.

14. Sprint admits the allegation in paragraph 14 of the Petition that SBC distributed an accessible letter on or about December 17, 2004. Regarding the content of the letter, the letter speaks for itself. Sprint is without sufficient information to admit or deny allegations regarding postings on SBC's website and SBC's communications and negotiations with other CLECs, and therefore, denies those allegations.

15. Sprint admits that it was provided the name of a negotiator by SBC, and on information and belief, the negotiator worked with various SBC SMEs. Sprint is without sufficient knowledge to admit or deny allegations regarding conduct and communications with other CLECs, and therefore, denies those allegations.

16. Sprint admits that it requested full bilateral negotiations of a successor agreement with SBC. Sprint is without sufficient information to admit or deny allegations regarding SBC's conduct, communications and negotiation with other CLECs, and therefore, denies those allegations.

17. Sprint admits the allegation in paragraph 17 of the Petition that Sprint attempted to negotiate with SBC until just before SBC filed the Petition. Some contractual issues were identified and resolved. Sprint is without sufficient information to admit or deny allegations regarding SBC's communication and negotiations with other CLECs, and therefore, denies those allegations.

18. Sprint admits the allegations in paragraph 18 of the Petition that the currently unresolved issues between SBC and Sprint are described in several Decision

Point Lists (“DPLs”). Those unresolved issues are contained in twelve separate DPLs that Sprint has attached to its response in updated form as Exhibit 1. Sprint has attached these DPLs that compose Exhibit 1 as follows:

DPL#1, General Terms & Conditions

DPL#2, Physical Collocation

DPL#3, Virtual Collocation

DPL#4, Direct Access to Directory Assistance Database

DPL#5, Interconnection Trunking Requirements (“ITR”)

DPL#6, Network Interconnection Methods (“NIM”)

DPL#7, Out of Exchange Traffic

DPL#8, Intercarrier Compensation

DPL#9, Structure Access

DPL#10, UNEs

DPL#11, Remand Order Rider

DPL#12, Numbering.

Sprint is without sufficient information to admit or deny allegations regarding SBC’s communications and negotiation with other CLECs, and therefore, denies those allegations.

19. Sprint admits the allegation in paragraph 19 of the Petition that Exhibit 23 to the Petition represents SBC’s understanding of the issues and position of Sprint and SBC at the time of the filing of the Petition. Exhibit 1 attached to Sprint’s response represents Sprint’s revision of the DPLs following review as contemplated by SBC. These revisions seek to clarify Sprint’s positions and issues in an attempt to advance

further negotiation between SBC and Sprint and to clarify and narrow issues for arbitration. Sprint is without sufficient information to admit or deny the allegations in paragraph 19 regarding other CLECs, their issues and their positions, and therefore, denies them.

20. Sprint admits the allegation in paragraph 20 that SBC has submitted a working draft of an interconnection agreement between SBC and Sprint that includes agreed and disputed language. Sprint is without sufficient information to admit or deny these allegations as they pertain to other CLECs, and therefore, denies those allegations.

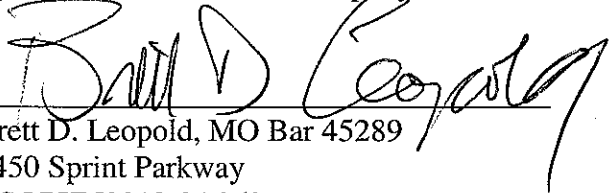
21. Sprint admits the allegations in paragraph 21 of the Petition that SBC attached as Exhibit 24 to the Petition a draft proposed agreement between SBC and Sprint. In response to SBC's Petition and in an effort to further negotiation and narrow issues for arbitration, Sprint has revised language in four contract appendices pertaining to General Terms & Conditions, Physical Collocation, Virtual Collocation, and UNEs. These four appendices are attached as Exhibit 2. Specifically, Sprint proposes the deletion of a single seven-word phrase – "and Exchange Access to business End Users" on page 4 of General Terms and Conditions, small revision to sections 9.1.4 and 9.1.5 of Physical Collocation, small revisions to sections 1.10.5 and 1.10.6 of Virtual Collocation. Sprint proposes more significant revisions to UNEs, which are set forth in that document.

22. Sprint admits the allegation in paragraph 22 of the Petition that SBC filed a Petition to determine some of its rights and obligations pertaining to interconnection with Sprint. Sprint is without sufficient information to admit or deny the remaining allegations in paragraph 22 of the Petition, and therefore, denies those allegations.

WHEREFORE, Sprint respectfully requests the Commission to: (1) arbitrate the unresolved issues between Sprint and SBC; (2) to issue an order following arbitration that shall adopt the language proposed by Sprint to address the unresolved issues, reject the language proposed by SBC to address the unresolved issues; and (3) approve a successor interconnection agreement that shall incorporate all agreed language between SBC and Sprint and the proposed language of Sprint on all unresolved issues.

Respectfully Submitted,

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CERTIFICATE OF SERVICE

The undersigned hereby certifies that on this 25 day of April, 2005, a copy of the above and foregoing was served via electronic mail to each of the following parties:

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