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Ms. Blanca S. Bayó
Director, Records and Reporting
Florida Public Service Commission
2540 Shumard Oak Boulevard
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Re: Collocation--Docket No. 981834-TP and 990321-TP

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Dear Ms. Bayó:

Enclosed for filing on behalf of Rhythms Links Inc. are the original and fifteen copies of its Direct Testimony of Robert Williams.

By copy of this letter, this document is being furnished to the parties on the attached service list.

Very truly yours,

Richard D. Melson

Richard D. Melson

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**BEFORE THE
FLORIDA PUBLIC SERVICE COMMISSION**

In re: Petition of Competitive Carriers for Commission action to support local competition in BellSouth Telecommunication, Inc.'s service territory.

Docket No. 981834-TP

In re: Petition of ACI Corp. d/b/a Accelerated Connections, Inc. for generic investigation to ensure that BellSouth Telecommunications, Inc., Sprint-Florida, Incorporated, and GTE Florida Incorporated comply with obligation to provide alternative local exchange carriers with flexible, timely, and cost-efficient physical collocation.

Docket No. 990321-TP

**DIRECT TESTIMONY OF
ROBERT WILLIAMS
ON BEHALF OF RHYTHMS LINKS INC.**

DATED: October 28, 1999

DOCUMENT NUMBER DATE

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FPSC PUBLIC ACCESS REPORTING

1 **BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION**

2 **DIRECT TESTIMONY OF**

3 **ROBERT WILLIAMS**

4 **ON BEHALF OF RHYTHMS LINKS INC.**

5 **DOCKET NOS. 981834-TP and 990321-TP**

6 **October 28, 1999**

7

8 **I. INTRODUCTION**

9 **Q. PLEASE STATE YOUR NAME, TITLE AND BUSINESS ADDRESS.**

10 A. My name is Robert Williams. My title is National Deployment Director, East
11 Region for Rhythms Links Inc., a wholly owned subsidiary of Rhythms
12 NetConnections Inc. (collectively "Rhythms"). My business address is 8605
13 Westwood Center Drive, Suite 300, Vienna, VA 22182.

14 **Q. PLEASE STATE YOUR QUALIFICATIONS AND EXPERIENCE.**

15 A. I am responsible for negotiation, management, and execution of interconnection
16 agreements and associated issues between Rhythms and ILEC phone companies
17 in the eastern third of the United States. I am also responsible for all physical
18 collocation issues between Rhythms and ILECs, including filing collocation
19 applications, scheduling collocation, exchanges of information, billing and turn-
20 over of collocation from ILECs to Rhythms. Further, I am responsible for
21 methods and procedures for ordering, provisioning, delivery, and maintenance
22 of unbundled network element loops between Rhythms and ILECs.

23 Specifically, I handle all of these matters for Rhythms in dealing with BellSouth,
24 Bell Atlantic, and Sprint.

1 I have seventeen years of business and operations experience, mostly
2 telecommunications, working as an Officer in the United States Navy, as well as
3 for regulated telephone companies. On August 23, 1999, I began working for
4 Rhythms. My qualifications and prior business experiences include:

- 5 • Jan. 1999 – Aug. 1999: Senior Manager, Data Network
6 Implementation, Global One, Reston, VA
- 7 • Dec. 1996 – Dec. 1998: Senior Manager, Local Network
8 Implementation, MCI, Reston, VA
- 9 • Dec. 1995 – Dec. 1996: Manager, Global Project Implementation,
10 MCI, Reston, VA
- 11 • Feb. 1994 – Dec. 1995: Project Manager, Global Project
12 Implementation, MCI, Reston, VA
- 13 • June 1991 – Feb. 1994: Project Manager, Pfizer Inc., Parsippany,
14 NJ
- 15 • Dec. 1983 – June 1991: Officer, United States Navy

16
17 **Q. WHAT IS THE PURPOSE OF YOUR TESTIMONY?**

18 **A.** The purposes of my testimony are:

- 19 ▪ To respond to the issues presented for resolution by the Commission in
20 this generic collocation proceeding.
- 21 ▪ To discuss the importance of maximizing the physical collocation
22 alternatives available for connecting to the ILECs' networks.
- 23 ▪ To address the procedures necessary for notifying an ALEC of space
24 availability at an ILEC's premises.

1 **Q. WHAT ARE YOUR RECOMMENDATIONS TO RESOLVE THE**
2 **ISSUES?**

3 **A.** As discussed below, my recommendations are for the Commission to adopt
4 procedures and guidelines for collocation that:

- 5 ▪ Never allow a unilateral extension of provisioning time without a formal
6 request or an agreement by both parties.
- 7 ▪ Include all information in a application response necessary for an ALEC
8 to place a firm order within the established interval of 15 calendar days.
- 9 ▪ Set forth terms and conditions to convert existing or pending virtual
10 collocation arrangements to physical cageless collocation in place.
- 11 ▪ Apply the provisioning interval for virtual collocation of 60 calendar
12 days to the provisioning of cageless collocation, which does not require
13 any time for building the cage.
- 14 ▪ Require the provision of physical collocation to ALECs at the ILECs'
15 premises, including on-site existing structures, off-site adjacent third
16 party buildings, any other building or similar structure owned or leased
17 by the ILECs to house network facilities, as well as any other technically
18 feasible point.
- 19 ▪ Clarify that a collocator sharing or subleasing space from another
20 collocator may interface directly with the ILECs for purposes of
21 provisioning and security requirements.
- 22 ▪ Ensure that the ILECs continue to run the necessary wiring directly from
23 their network to the collocators network, i.e., from the MDF to ALECs'
24 collocation spaces, without requiring the use of an intermediary frame.

- 1 ▪ Establish procedures for notifying the ALECs of the availability of space
2 currently at the ILECs' premises upon denial of a collocation request, at
3 various central offices upon request for a space availability report, and in
4 the future upon subsequent central office modification.

5
6 **II. RHYTHMS' NEED FOR COLLOCATION**

7 **Q. PLEASE DESCRIBE RHYTHMS' COLLOCATION EFFORTS IN**
8 **FLORIDA.**

9 A. As Rhythms plans to provide data services in entire metropolitan areas
10 (including the suburbs), Rhythms has already obtained or is in the process of
11 obtaining physical caged collocation arrangements in sixty-seven BellSouth
12 central offices, eight GTE central offices, one Sprint central office and cageless
13 physical collocation in seven BellSouth central offices and four GTE central
14 offices in Florida. This broad deployment allows Rhythms to serve both
15 business and residential customers with tailored high-speed data services in both
16 their homes and offices. In order to provide those services, Rhythms must
17 collocate and maintain equipment at BellSouth premises in a timely manner.
18 Therefore, the collocation intervals are extremely integral to Rhythms' ability to
19 service a new market.

20 **Q. DO YOU HAVE ANY CONCERNS ABOUT THE INTERVALS IN**
21 **WHICH BELL SOUTH WILL PROVISION COLLOCATION TO**
22 **RHYTHMS?**

23 [ADDRESSING ISSUE NOS. 1, 2, 13, 16.]

1 A. Yes. I commend the Commission in setting provisioning intervals of 60
2 calendar days for virtual collocation and 90 calendar days for physical
3 collocation, as well as an application response interval of 15 calendar days.
4 There should *never* be any reason to extend the provisioning intervals for
5 physical and virtual collocation without either an agreement by both parties or
6 an ILEC filing of a request for extension of time, as the procedures for
7 requesting an extension of time are in place for a reason. However, some
8 disparity remains in what the application response entails on the part of the
9 ILECs.

10 ILECs should be required to respond to a complete and correct
11 application for collocation within the 15 calendar day response time set by the
12 Commission. This application response should include all of the information the
13 ILEC requires ALECs, such as Rhythms, to submit in a firm order for
14 collocation. The information should include the amount of space available, the
15 estimated space preparation quotes, the estimated provisioning interval, power
16 requirements, and any other information the ILEC provides that it will
17 subsequently require an ALEC to include in its firm order. To the extent that the
18 ILEC's response includes anything less, the response itself would have no value
19 to Rhythms, and instead would introduce additional unwarranted delay into the
20 collocation provisioning process to the detriment of Rhythms and other ALECs.

21

22 **III. ALTERNATIVE COLLOCATION ARRANGEMENTS**

23 **Q. HAS RHYTHMS EVER BEEN DENIED SPACE IN A CENTRAL**
24 **OFFICE IN FLORIDA?**

1 A. Yes. Rhythms was previously denied physical caged collocation space in three
2 BellSouth central offices in Florida. BellSouth had previously indicated its
3 intentions to provide cageless physical collocation space to Rhythms in these
4 offices, as opposed to virtual collocation arrangements, in light of the FCC's
5 *Advanced Services Order* on March 31, 1999, and this Commission's actions
6 during the summer of 1999 on the BellSouth collocation waiver petitions. In the
7 past, when an ALEC has been denied physical space within a central office, as
8 initially requested, the ALEC was forced to accept virtual collocation
9 arrangements. That is why it is so imperative that ILECs redefine ALECs'
10 existing virtual collocation arrangements as physical cageless collocation
11 arrangements.

12 **Q. SHOULD ILECS BE REQUIRED TO REDEFINE VIRTUAL**
13 **COLLOCATION ARRANGEMENTS TO PHYSICAL CAGELESS**
14 **ARRANGEMENTS AT THE REQUEST OF ALECS?**

15 [ADDRESSING ISSUE NOS. 5, 8]

16 A. Yes. ILECs should be required to permit ALECs to convert existing or pending
17 virtual collocation arrangements to physical cageless collocation arrangements
18 in place at the discretion of the ALEC. Now that, under the *Advanced Services*
19 *Order*, cages may no longer be required by ILECs and that ILECs are no longer
20 allowed to require all physical collocation arrangements to be located in a
21 segregated collocation area, ILECs must allow competitors to utilize any unused
22 space at their premises for physical collocation. Prior to the *Advanced Services*
23 *Order* competitors could order only virtual collocation in some premises, as
24 space did not exist for the cages. With the institution of cageless collocation,

1 competitors are able to collocate equipment in areas previously reserved for
2 virtual collocation because the ILECs can no longer force competitors to place
3 cages around their arrangements or to collocate in segregated areas.

4 ILECs must now permit ALECs to obtain cageless physical collocation
5 space in any unused space in an ILEC premises, including unused space in the
6 ILEC's own lineups. Thus, space that exists in an ILEC's lineup previously
7 designated for virtual collocation arrangements only, now must be made
8 available to house cageless physical collocation arrangements. Consequently,
9 ALECs must be able to redefine any existing or pending virtual collocation
10 arrangements to cageless physical collocation arrangements in place. This
11 transition of a virtual collocation arrangement to a cageless arrangement merely
12 requires a competitor to buy the equipment back from the ILEC. Requiring
13 competitors to move the arrangements they seek to transition from virtual to
14 cageless collocation is an unquestionable attempt to segregate competitors'
15 collocation and disrupt the competitors' services, and therefore should not be
16 permitted by this Commission. Rather, the Commission should require ILECs
17 to permit ALECs to choose to redefine in place their virtual collocation
18 arrangements as cageless collocation arrangements.

19 This Commission, therefore, should require ILECs to provide for the
20 seamless transition of all virtual collocation arrangements to cageless
21 collocation arrangements in place at the choice of the ALEC. ILECs should
22 accomplish this transition without interruption of service to the competitor's
23 customers and without charge to the competitor. Title to the collocated
24 equipment will be transferred to the competitor upon tender by competitor of the

1 amount received from the ILEC for the equipment at the inception of the virtual
2 arrangement.

3 The ILECs should transition the equipment from cageless to virtual
4 within 60 days of the request for transition, which should also be the standard
5 interval for all cageless collocation arrangements. As previously explained,
6 cageless collocation arrangements differ from virtual collocation arrangements
7 merely in the ownership of the equipment. ALECs have title to the cageless
8 collocation equipment, whereas BellSouth, GTE or Sprint have title to the
9 virtual collocation equipment. The standard 60-day interval for provisioning
10 virtual collocation, therefore, should also apply to provisioning of cageless
11 collocation.

12 **Q. WHO SHOULD BEAR THE COST OF ANY ADDITIONAL SECURITY**
13 **MEASURES THE ILECS SEEK TO IMPLEMENT WHEN VIRTUAL**
14 **COLLOCATION ARRANGEMENTS ARE CONVERTED TO**
15 **CAGELESS PHYSICAL ARRANGEMENTS IN PLACE?**

16 A. If an ILEC chooses to install additional security measures, it should do so at its
17 own election and expense. The FCC has acknowledged the ILECs' right to
18 protect its own equipment within its premises subject to some limitations.
19 ILECs may elect to enclose their own equipment or to utilize security cameras at
20 their own expense, just as competitors would have to finance any additional
21 security measures that they opted to install. Forcing competitors to pay for an
22 ILEC's choice to enclose its equipment, however, would also be an
23 unreasonable segregation requirement imposing unnecessary additional costs on
24 competitors. For these reasons, this Commission should allow ILECs to install

1 reasonable security measures to secure their equipment located near others'
2 cageless equipment, but must not permit ILECs to pass on the expenses so
3 incurred to competitors.

4 **Q. WHAT OTHER TYPES OF ARRANGEMENTS HAS RHYTHMS USED**
5 **TO COLLOCATE WITH THE NETWORKS OF ILECs IN OTHER**
6 **STATES?**

7 [ADDRESSING ISSUE NOS. 3, 4]

8 A. Rhythms currently collocates with the networks of ILECs in other states using
9 adjacent structures, including off-site adjacent collocation arrangements.
10 Adjacent collocation exists as a solution to overcoming space exhaustion and as
11 a solution to ALECs requiring access to copper loops where loops traverse
12 digital loop carrier (“DLC”) systems. ILECs, therefore, should allow
13 competitors to either construct or obtain adjacent collocation in any adjacent
14 structure at an ILEC premises. This includes all existing structures at the ILEC
15 premises that house network facilities.

16 In order to collocate at the ILECs’ premises, competitors should also be
17 allowed to collocate in remote terminals, as these are structures owned or leased
18 by the ILEC for housing network facilities. Competitors would be at an extreme
19 competitive disadvantage if prohibited from collocating in the ILEC’s remote
20 terminals, especially with the ILECs’ increasing use of fiber optics in the
21 network. Specifically, where data ALECs, such as Rhythms, require access to
22 copper loop plant, collocating at an ILEC remote terminal may be the only way
23 to access the copper loop plant for loops that run over fiber loop feeder.

1 Additionally, some ILECs, such as GTE, provide Rhythms with off-site
2 adjacent collocation arrangements. BellSouth currently refuses to allow
3 competitors to collocate at off-site adjacent arrangements, claiming that off-site
4 adjacent arrangements are not collocation and prohibiting competitors from
5 running copper cross-connect facilities from an off-site adjacent collocation
6 arrangement into a BellSouth central office. I believe that off-site adjacent
7 collocation is a legitimate form of collocation and that Rhythms's off-site
8 arrangements with GTE in other states creates the rebuttable presumption that
9 off-site collocation is technically feasible. It is my understanding that in the
10 *Advanced Services Order* the FCC created a rebuttable presumption of a
11 collocation arrangement's technical feasibility upon the deployment of that type
12 of collocation arrangement by any ILEC.

13 Further, it is my understanding that the only limitations the FCC has
14 placed on adjacent arrangements are that the arrangements need to be
15 technically feasible and to meet all safety and maintenance requirements. As
16 GTE currently provides off-site adjacent collocation arrangements to Rhythms,
17 BellSouth must provide such arrangements to Rhythms or must affirmatively
18 rebut before this Commission the presumption that off-site adjacent collocation
19 is technically feasible. Absent any demonstration by BellSouth that off-site
20 adjacent collocation is not technically feasible or that competitors have not met
21 safety or maintenance requirements, the Commission should require BellSouth
22 to provide off-site adjacent collocation to all requesting competitors.

23 **Q. ARE THERE ANY OTHER COLLOCATION ARRANGEMENTS USED**
24 **BY RHYTHMS?**

1 [ADDRESSING ISSUE NO. 7A]

2 A. Yes. Rhythms also has established several shared collocation arrangements with
3 other competitive carriers in order to efficiently utilize the limited space at a
4 central office, when such space is almost at exhaust. Shared collocation is a
5 collocation arrangement where two or more competitors share collocation space
6 pursuant to terms and conditions agreed upon by the competitors. Shared
7 collocation arrangements provided by ILECs to competitors, however, should be
8 provisioned pursuant to terms and conditions set forth in Commission guidelines
9 and procedures.

10 Pursuant to the *Advanced Services Order*, upon request by an ALEC,
11 ILECs must provide shared caged collocation in any available collocation space.
12 Competitors need to be able to request that ILECs provide shared caged
13 collocation via (i) a new request for physical collocation space whereby the
14 competitor requesting such space allocates the requested space among the
15 number of competitors initially requesting such space ("New Shared
16 Collocation"), or (ii) a notice by a competitor that it has entered into a shared
17 collocation arrangement with another competitor for its existing physical
18 collocation arrangement ("Subleased Shared Collocation"). Each competitor in
19 a shared caged collocation arrangement may be referred to as a "Resident
20 Collocator." Each Resident Collocator must, under the terms of the *Advanced*
21 *Services Order*, be permitted to place facilities and network elements orders
22 directly with the ILEC.

23 **Q. WHAT ADDITIONAL GUIDELINES SHOULD APPLY TO NEW**
24 **SHARED COLLOCATION ARRANGEMENTS?**

1 A. New Shared Collocation should be available in size increments reasonably
2 necessary for the competitors' needs. Resident Collocators would request New
3 Shared Collocation from the ILEC jointly, in a single application. A request and
4 any subsequent orders for New Shared Collocation should be submitted by any
5 of the Resident Collocators. Each request for New Shared Collocation should
6 identify each Resident Collocator and the number of bays or percentage of space
7 allocated to each Resident Collocator. According to the *Advanced Services*
8 *Order*, when making New Shared Collocation available, ILECs must (i) not
9 increase the space preparation charges above the cost of provisioning a cage of
10 similar dimensions and materials to a single collocating carrier and (ii) prorate
11 the space preparation charges among the Resident Collocators utilizing the New
12 Shared Collocation space by allocating the charges to each Resident Collocator
13 based on the percentage of total space utilized by that competitor. The
14 percentage of total space divided among the Resident Collocators in a New
15 Shared Collocation space should equal one hundred percent (100%) of such
16 space preparation charges. Any additional or extraordinary charges incurred to
17 accommodate a Resident Collocator's specific instructions (e.g., unique power
18 arrangements, cabling, etc.) should not be prorated, but instead directly billed to
19 the requesting Resident Collocator. Each Resident Collocator should be solely
20 responsible for its compliance with the terms and conditions of its own
21 interconnection agreement with the ILEC.

22 **Q. WHAT ADDITIONAL GUIDELINES SHOULD BE ESTABLISHED TO**
23 **GOVERN SUBLEASED SHARED COLLOCATION?**

1 A. For Subleased Shared Collocation, if an ALEC is the initial Resident Collocator,
2 then the ALEC should require such other subsequent Resident Collocators to
3 execute a sublease agreement prior to the delivery date of the collocation space.
4 This sublease agreement would require compliance from any subsequent
5 Resident Collocators with the terms, conditions and restrictions relating to
6 collocation in compliance with the applicable laws, rules and regulations of
7 Florida and the FCC. Each Resident Collocator, however, should be solely
8 responsible for its compliance with the terms and conditions of its own
9 interconnection agreement with the ILEC.

10 **Q. WHERE IS THE POINT OF INTERCONNECTION FOR**
11 **COMPETITORS TO CONNECT THEIR COLLOCATED EQUIPMENT**
12 **TO THE ILEC'S NETWORK?**

13 [ADDRESSING ISSUE NO. 9]

14 A. The point of interconnection between the ILEC's network and the competitors'
15 facilities should be where the competitors determine is appropriate for their own
16 networks. When Rhythms collocated at BellSouth's premises, BellSouth
17 previously contracted with Rhythms to connect to its network at an intermediate
18 point of interconnection, such as a Point of Termination ("POT") Bay. The
19 FCC's *Advanced Services Order* prohibits the use of intermediate
20 interconnection arrangements, such as POT Bays, because such arrangements
21 increase the ALEC's costs of interconnecting to the ILEC's network.

22 BellSouth has agreed to eliminate the use of the POT Bay, as a result of
23 the FCC's *Advanced Services Order*. However, BellSouth now requires ALECs

1 connect to its Conventional Distribution Frames (“CDF”) located between the
2 Main Distribution Frame (“MDF”) and the collocation arrangement.

3 BellSouth’s requirement that Rhythms wire to the CDF actually
4 *increases* Rhythms’ costs to interconnect and provides no concomitant benefit to
5 BellSouth (other than the increased revenue BellSouth generates from
6 Rhythms). BellSouth insists that Rhythms must wire from its collocation space
7 to the CDF. BellSouth claims the CDF is not an “intermediate frame,” though it
8 is a frame located between the collocation arrangement and the MDF.

9 Moreover, BellSouth essentially refuses to allow competitors to
10 designate the point of interconnection between their collocation arrangements
11 and the BellSouth network. Competitors clearly should have the ability to
12 connect to the BellSouth network at any technically feasible point they choose,
13 because competitors have an incentive to make economically efficient decisions
14 about where to interconnect. BellSouth should not be allowed to hinder market
15 entry by requiring competitors to incur additional, unnecessary costs of
16 interconnecting with BellSouth’s network at inefficient and cost-prohibitive
17 points.

18 Even worse, BellSouth asserts that Rhythms *must* accept a contract
19 amendment agreeing to wire from Rhythms’ collocation space to the CDF in
20 order for BellSouth to provide cageless collocation to Rhythms. In an e-mail on
21 October 21, 1999, BellSouth informed Rhythms that BellSouth’s “offer” to
22 provide cageless collocation in three central offices in Florida “was contingent
23 upon each party signing a collocation amendment which incorporates the
24 requirements of the FCC Order 99-48 (‘706 Order’) one of which is the

1 elimination of the requirement of an intermediate device (POT Bay) in lieu of
2 direct connection to BellSouth's network." (See Exhibit ___ (RW-1)) Thus,
3 BellSouth insists that Rhythms waive some of its rights in order to receive the
4 remainder. Rhythms simply believes that it is entitled to all of the rights
5 provided to it by the *Advanced Services Order*, and is not willing to sacrifice
6 any of them. I refuse to believe that this is what the FCC or this Commission
7 intends.

8 **III. PROCEDURES FOR NOTIFICATION OF SPACE AVAILABILITY**

9 **Q. WHAT IS THE IMPORTANCE IN COMPETITORS KNOWING THE**
10 **AVAILABILITY OF SPACE AT AN ILEC'S PREMISES?**

11 A. Rhythms believes that ILECs must notify competitors of space availability at
12 their different premises in order to allow competitors to make expeditious
13 business decisions on how to serve a particular market. To make such decisions,
14 the market-entering competitor must be aware of whether collocation is
15 available at the particular ILEC premises, whether (1) through space being
16 available in the central office, (2) with other competitors through shared
17 collocation arrangements, or (3) in adjacent structures at the ILEC's premises.
18 Assuring competitors of access to the information necessary to make these
19 business decisions should dictate the types of procedures the ILECs must adhere
20 to in notifying competitors of space availability or exhaustion at a premises.

21 **Q. WHAT PROCEDURES ARE APPROPRIATE FOR ILECs TO NOTIFY**
22 **COMPETITORS OF THE AVAILABILITY OF SPACE AT AN ILEC**
23 **PREMISES?**

24 [ADDRESSING ISSUE NOS. 17, 18, 19]

1 A. The Commission's rules correctly require ILECs to post on their website a list of
2 central offices and whether there is space available in each. This website
3 posting of central office availability is an important mechanism for competitors
4 to utilize prior to planning in which central offices to collocate in a given
5 market.

6 Nearing the date of entry into a specific market, the competitors may
7 also need more detailed information on the space availability at the ILEC's
8 premises, including the amount of collocation space available, the number of
9 collocators, any modifications to the use of space and any plans to make
10 additional space available. For this type of information, the *Advanced Services*
11 *Order* allows a competitor to submit a request to the ILEC for a report detailing
12 the space availability at any of the ILEC's premises. The report must provide
13 the information, as previously listed, for all of the premises identified by a
14 competitor in its request. The cost for this report should be TELRIC-based.
15 Therefore, the ILECs must not be permitted to unilaterally determine the cost of
16 these reports without support, such as a cost study. Further, any costs imposed
17 by the ILECs should be subject to true-up once the ILECs justify their costs to
18 the Commission's satisfaction.

19 Furthermore, the Commission's rules should also explicitly provide for
20 the ILEC to affirmatively facilitate the ability for competitors to be aware of the
21 availability of space at the ILEC's premises by requiring certain notification
22 requirements. The ILECs should be required to notify competitors as to the
23 amount of space actually available at a premises upon the ILEC's denial of a
24 competitors' request for collocation due to insufficient space. The imminent

1 exhaustion of certain premises within a market serving key customer locations
2 may force competitors to adjust their plans for collocation at a particular
3 premises. In other words, while a competitor may plan to collocate in 100
4 square feet of a central office, upon notification that 100 square feet does not
5 exist in that central office, a competitor may be willing to settle for the
6 remaining 80 square feet available in a central office. A competitor cannot
7 make such a determination, though, unless the ILEC informs the competitor of
8 the remaining space available within the premises.

9 In turn, sometimes space becomes available in a central office where a
10 competitor has previously been denied space due to subsequent modifications at
11 the central office. To the extent that space becomes available at a previously
12 exhausted premises, an ILEC should be required to notify the competitors who
13 previously requested space at such premises, when space does become available
14 whether through removal of equipment, construction of a central office addition
15 or otherwise.

16 **Q. DOES THAT CONCLUDE YOUR TESTIMONY?**

17 **A.** Yes, it does.

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From: "Culver, Michelle" <Michelle.Culver@bridge.bellsouth.com>
To: <jeremy@technologylaw.com>
Date: 10/21/99 3:02PM
Subject: BellSouth-ACI Florida Collocation Arrangements

Jeremy,

ACI had three collocation Applications involved in the Florida Waiver Docket. That Proceeding resulted in ACI being allocated space in the Boca Teeca (BCRTFLBT), Palmetto (MIAMFLPL), and West Palm Beach Gardens (WPBHFLGR) Central Offices. The Parties were advised by BellSouth that space was assigned in the most efficient manner as was possible and that accommodation of requested space was made available only by engineering the arrangements without a POT Bay, in unenclosed space.

BellSouth's offer of space in these offices was contingent upon each Party signing a Collocation Amendment which incorporates the requirements of the FCC Order 99-48 ("706 Order"), one of which is the elimination of the requirement of an intermediate device(POT Bay)in lieu of direct connection to BellSouth's network. On September 3, 1999 ACI submitted Bona Fide Firm Order for the collocation arrangements in the above mentioned central offices. To date, the Parties have not yet executed an Amendment to the Collocation Attachment of the Interconnection Agreement. In light of this fact, BellSouth is requesting that ACI execute a Partial Amendment to allow for the continued provisioning of the collocation arrangements at issue.

Attached is a draft of the Partial Amendment for ACI's review and signature. Please contact me as soon as possible so that we can bring this matter to closure.

Thank you,
Michelle Culver
404-927-1374

CC: "Peed, Mary J" <Mary.Peed@bridge.bellsouth.com>

**AMENDMENT
TO THE
AGREEMENT BETWEEN
ACI CORP.
AND
BELLSOUTH TELECOMMUNICATIONS, INC.
DATED JANUARY 8, 1999**

Pursuant to this Agreement, (the "Amendment"), ACI Corp. ("ACI"), and BellSouth Telecommunications, Inc. ("BellSouth"), hereinafter referred to collectively as the "Parties," hereby agree to amend that certain Interconnection Agreement between the Parties dated January 8, 1999, ("Agreement").

WHEREAS, BellSouth and ACI entered into an Interconnection Agreement on January 8, 1999, and;

NOW THEREFORE, in consideration of the mutual provisions contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby covenant and agree as follows:

1. Sections 3.4 and 3.5 of Attachment 4 of the Interconnection Agreement are deleted in their entirety and substituted in their place new sections 3.4 and 3.5 as follows:

3.4 Demarcation Point. BellSouth will designate the point(s) of interconnection between ACI's equipment and/or network and BellSouth's network. 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 BellSouth's network, the demarcation point shall be a common block on the BellSouth designated conventional distributing frame. ACI shall be responsible for providing, and ACI's BellSouth Certified Vendor shall be responsible for installing and properly labelling/stenciling, the common block, and necessary cabling pursuant to construction and provisioning interval requirements. For all other terminations BellSouth shall designate a demarcation point on a per arrangement basis. ACI or its agent must perform all required maintenance to equipment/facilities on its side of the demarcation point, pursuant to the subsection following, and may self-provision cross-connects that may be required within the collocation space to activate service requests. At ACI's option, a Point of Termination (POT) bay or frame may be placed in the Collocation Space.

3.5 ACI's Equipment and Facilities. ACI, or if required by this Agreement, ACI's BellSouth certified vendor, is solely responsible for the design, engineering, installation, testing, provisioning, performance, monitoring, maintenance and repair of the equipment and facilities used by ACI. Such equipment and facilities may include but are not limited to cable(s); equipment; and point of termination connections.

2. Sections 3.7 and 9 of Attachment 4 of the Interconnection Agreement are deleted in their entirety and substituted in their place are new sections 3.7 and 9, including the rates in Exhibit 1, Attachment A, as follows:

3.7 Access. Pursuant to Security and Safety requirements below, ACI shall have access to the Collocation Space twenty-four (24) hours a day, seven (7) days a week. ACI agrees to provide the name, social security number, and date of birth of each employee, contractor, or agents provided with Access Keys or cards ("Access Keys") prior to the issuance of said Access Keys. ACI must submit to BellSouth the completed Access Control Request Form (RF-2906-A) for all employees or agents requiring access to the BellSouth Central Office a minimum of 30 calendar days prior to the date ACI desires access to the Collocation Space. Access Keys shall not be duplicated under any circumstances. ACI agrees to be responsible for all Access Keys and for the return of all said Access Keys in the possession of ACI employees, contractors, Guests, or agents after termination of the employment relationship, contractual obligation with ACI or upon the termination of this Agreement or the termination of occupancy of an individual collocation arrangement.

Lost or Stolen Access Keys. ACI shall notify BellSouth in writing immediately in the case of lost or stolen Access Keys. ACI will pay BellSouth \$250.00 per Access Key(s) lost or stolen. Should it become necessary for BellSouth to re-key buildings as a result of a lost Access Key(s) or for failure to return an Access Key(s), ACI shall pay for all reasonable costs associated with the re-keying.

9. Security and Safety Requirements. Only BellSouth employees, BellSouth certified vendors and authorized employees, or authorized agents of ACI will be permitted in the BellSouth Central Office. ACI shall provide its employees and agents with picture identification which must be worn and visible at all times while in the Collocation Space or other areas in or around the Central Office. The photo Identification card shall bear, at a minimum, the employee's name and photo, and the ACI name. BellSouth reserves the right to remove from its premises any employee of ACI not possessing identification issued by ACI. ACI shall hold BellSouth harmless for any damages resulting from such removal of its personnel from BellSouth premises.

ACI will be required, at its own expense, to conduct a statewide investigation of criminal history records for each ACI employee being considered for work on the BellSouth Central Office, for the states/counties where the ACI employee has worked and lived for the past five years. Where state law does not permit statewide collection or reporting, an investigation of the applicable counties is acceptable.

ACI will be required to administer to their personnel assigned to the BellSouth Central Office security training either provided by BellSouth, or meeting criteria defined by BellSouth.

ACI shall not assign to the BellSouth Central Office any personnel with records of felony criminal convictions. ACI shall not assign to the BellSouth Central Office any personnel with records of misdemeanor convictions, without advising BellSouth of the nature and gravity of the offense(s). BellSouth reserves the right to refuse building access to any ACI personnel who have been identified to have misdemeanor criminal convictions.

For each ACI employee requiring access to a BellSouth Central Office pursuant to this agreement, ACI shall furnish BellSouth, prior to an employee gaining such access, a notarized affidavit certifying that the aforementioned background check and security training were completed. The affidavit will contain a statement certifying no felony convictions were found and certifying that the security training was completed by the employee. If the employee's criminal history includes misdemeanor convictions, ACI will disclose the nature of the convictions to BellSouth at that time.

At BellSouth's request, ACI shall promptly remove from the BellSouth's premises any employee of ACI BellSouth does not wish to grant access to its premises pursuant to any investigation conducted by BellSouth.

Notification to BellSouth. BST reserves the right to interview ACI's employees, agents, or contractors. ACI and its contractors shall cooperate fully with BellSouth's investigation into allegations of wrongdoing or criminal conduct committed by or involving ACI's employees, agents, or contractors. Additionally, BellSouth reserves the right to bill ACI for all costs associated with investigations involving its employees, agents, or contractors if it can be reasonably established that ACI's employees, agents, or contractors are responsible for the alleged act. BellSouth shall bill ACI for BellSouth property which is stolen or damaged where an investigation determines the culpability of ACI's employees, agents, or contractors. ACI shall notify BellSouth in writing immediately in the event that the CLEC discovers one of its employees already working on the BellSouth premises is a possible security risk. BellSouth reserves the right to permanently remove from its premises any employee of ACI identified as posing a security risk to BellSouth or any other CLEC, or having violated BellSouth policies set forth in the BellSouth CLEC Security Training. ACI shall hold BellSouth harmless for any damages resulting from such removal of its personnel from BellSouth premises.

Use of BellSouth Supplies by ACI Employees. Use of any BellSouth supplies by a ACI employee, whether or not used routinely to provide telephone service (e.g. plug-in cards,) will be considered theft and will be handled accordingly. Costs associated with such unauthorized use of BellSouth property may be charged to ACI as may be all associated investigative costs. At BellSouth's request, ACI shall promptly and permanently remove from BellSouth's Central Office any employee of ACI found to be in violation of this rule.

Use of Official Lines by ACI Employees. Except for local calls necessary in the performance of their work, ACI employees shall not use the telephones on BellSouth Central Office. Charges for unauthorized telephone calls made by a ACI's employees may be charged to ACI as may be all associated investigative costs. At BellSouth's request, ACI shall promptly and permanently remove from BellSouth's premises any employee of ACI found to be in violation of this rule.

Accountability. Full compliance with the Security requirements of this section shall in no way limit the accountability of any CLEC for the improper actions of its employees.

3. All of the other provisions of the Agreement, dated January 8, 1999, shall remain in full force and effect.

4. Either or both of the Parties is authorized to submit this Amendment to the respective state regulatory authorities for approval subject to Section 252(e) of the Federal Telecommunications Act of 1996.

IN WITNESS WHEREOF, the Parties hereto have caused this Amendment to be executed by their respective duly authorized representatives on the date indicated below.

ACI Corp.

BellSouth Telecommunications, Inc.

By: _____

By: _____

Name: _____

Name: Jerry Hendrix

Title: _____

Title: Senior Director

Date: _____

Date: _____

**EXHIBIT 1
 Attachment A**

Rates marked with an asterisk (*) are interim and are subject to true-up.

USOC	Rate Element Description	Unit	Recurring Rate (RC)	Non-Recurring Rate (NRC)
PE1A1	Security Access System	Per Central Office	\$52.00	
	Security system*	Per Card		\$55.00
	New Access Card	Per Card		\$35.00
	Activation*	Per Card		
	Administrative change, existing card*	Per Card		\$250.00
	Replace lost or stolen card*			

Rate "True-Up." The Parties agree that the prices reflected as interim herein shall be "true-up" (up or down) based on final prices either determined by further agreement or by final order, including any appeals, in a proceeding involving BellSouth before the regulatory authority for the state in which the services are being performed or any other body having jurisdiction over this agreement (hereinafter "Commission"). Under the "true-up" process, the interim price for each service shall be multiplied by the volume of that service purchased to arrive at the total interim amount paid for that service ("Total Interim Price"). The final price for that service shall be multiplied by the volume purchased to arrive at the total final amount due ("Total Final Price"). The Total Interim Price shall be compared with the Total Final Price. If the Total Final Price is more than the Total Interim Price, ACI shall pay the difference to BellSouth. If the Total Final Price is less than the Total Interim Price, BellSouth shall pay the difference to ACI. Each party shall keep its own records upon which a "true-up" can be based and any final payment from one party to the other shall be in an amount agreed upon by the Parties based on such records. In the event of any disagreement as between the records or the Parties regarding the amount of such "true-up," the Parties agree that the Commission shall be called upon to resolve such differences.