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ORIGINAL

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

November 16, 1999

Re: Docket No. 981834-TP - Petition of Competitive Carriers for Commission action to support local competition in BellSouth's service territory

Docket No. 990321-TP - Petition of ACI Corp. d/b/a Accelerated Connections, Inc. for Generic Investigation into Terms and Conditions of Physical Collocation

Dear Ms. Bayo:

Please find enclosed an original and fifteen copies of the **Revised** Direct Testimony of John W. Ries on behalf of GTE Florida Incorporated for filing in the above matters. GTE has included a reference document to assist parties in discerning the changes. Service has been made as indicated on the Certificate of Service. If there are any questions regarding this filing, please contact me at (813) 483-2617.

Sincerely,

Kimberly Caswell

KC:tas

Enclosures

- AFA _____
- APP _____
- CAF _____
- CMU _____
- CTR _____
- EAG _____
- LEG _____
- MAS _____
- OPC _____
- PAI _____
- SEC _____
- WAW _____
- OTH _____

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14054 NOV 16 99

FPSC-RECORDS/REPORTING

Changes to John W. Ries' Direct Testimony

<u>Reference October 28, 1999 Filed Testimony</u>	<u>Change</u>
Pg. 3, L.14 thru L.25	Note 1
Pg. 6, L.17 thru Pg. 7, L.1	Note 1
Pg. 7, L.3 thru L.20	Note 2
Pg. 7, L.21	Note 3
Pg. 8, L.5 thru L.14	Note 1
Pg. 8, L.16 thru Pg. 9, L.1	Note 2
Pg. 9, L.4 thru L.19	Note 1
Pg. 16, L.8 thru L.13	Note 1
Pg. 16, L.15 thru L.22	Note 1
Pg. 16, L.24 thru Pg. 17, L.7	Note 1
Pg. 19, L.14 thru L.19	Note 2
Pg. 19, L.20	Note 3
Pg. 19, L.21 thru Pg. 20, L.2	Note 2
Pg. 20, L.3	Note 3
Pg. 20, L.4 thru Pg. 22, L.23	Note 2

Note 1: Answer and/or question changed.

Note 2: Question and answer deleted.

Note 3: New question(s) and answer(s).

ORIGINAL

BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

In re: Petition of Competitive Carriers for)
Commission action to support local competition)
in BellSouth Telecommunications, 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

REVISED DIRECT TESTIMONY OF

JOHN W. RIES

ON BEHALF OF

GTE FLORIDA INCORPORATED

NOVEMBER 16, 1999

DOCUMENT NUMBER-DATE

14054 NOV 16 99

FPSC-RECORDS/REPORTING

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GTE FLORIDA INCORPORATED
DIRECT TESTIMONY OF JOHN W. RIES
DOCKET NOS. 990321-TP AND 981834-TP

Q. PLEASE STATE YOUR NAME AND BUSINESS ADDRESS.

A. My name is John W. Ries. My business address is 600 Hidden Ridge, Irving, TX 75038.

Q. BY WHOM ARE YOU EMPLOYED, AND WHAT IS YOUR POSITION?

A. I am employed by GTE Network Services as Program Manager, Access Services.

Q. PLEASE SUMMARIZE YOUR BACKGROUND AND EXPERIENCE.

A. I graduated from the University of Missouri - Columbia in 1982 with a Bachelor of Arts degree in Mathematics and Statistics. My employment with GTE commenced in May 1982 in the Network Planning Department. I held several positions during my first six years with Network Planning. My responsibilities included capital budgeting, capital portfolio management, implementation of enhanced support products for Network Planning, and coordination of technical responses for business customer requests. In 1988, I moved into the Business Pricing group and remained there for four years. My responsibilities there included pricing new network services for tariff offerings, as well as pricing individual case applications.

1 In December, 1992, I became the Product Manager for Expanded
2 Interconnection Services. My responsibilities included coordinating
3 GTE's response to the FCC's Docket 91-141 Order on Special Access
4 and Switched Transport Interconnection, a task which required
5 organizing diverse resources within GTE to determine how the
6 Company would offer physical and virtual collocation.

7
8 In January, 1998, I moved into my current position of Program
9 Manager, Access Services. Over the past year and a half, I have
10 been involved in analyzing competitive information relating to GTE's
11 Network Services, as well as contract negotiations with major
12 interexchange carriers and competitive local exchange carriers.

13

14 **Q. WHAT IS THE PURPOSE OF YOUR TESTIMONY?**

15 A. I will explain GTE's positions on the issues identified for resolution in
16 dockets 981834-TP and 990321-TP. These positions were
17 formulated largely in response to the FCC's March 31, 1999 Order in
18 *Deployment of Wireline Services Offering Advanced*
19 *Telecommunications Capability* (FCC 99-48, Docket 98-147)
20 (*Advanced Services Order*). For example, GTE does not agree with
21 the FCC's interpretation of the collocation obligations reflected in
22 section 251(c)(6) of the Telecommunications Act of 1996 (Act) or the
23 cost recovery mechanisms, and has thus appealed the FCC' Order.
24 As such, many of the policies and practices I discuss here are
25 compliance positions only; GTE reserves the right to change them if

1 its appeal succeeds.

2

3 **Q. TO WHAT AREAS DOES THE TERM "PREMISES" APPLY, AS IT**
4 **PERTAINS TO PHYSICAL COLLOCATION, AND AS IT IS USED IN**
5 **THE ACT, THE FCC'S ORDERS AND FCC RULES?**

6 A. The FCC says the term "premises" refers to an incumbent LEC's
7 central offices and serving wire centers, as well as all buildings or
8 similar structures owned or leased by an ILEC that house its network
9 facilities, and all structures that house ILEC facilities on public rights-
10 of-way, including, but not limited to, vaults containing loop
11 concentrators or similar structures. (47 C.F.R. 51.5)

12

13 **Q. HOW DOES GTE INTERPRET THIS DEFINITION?**

14 A. GTE interprets it to mean that any GTE location identified in the
15 NECA #4 tariff (listing GTE sites nationwide) is available for
16 collocation, although common sense must be used in real world
17 applications of this definition. For instance, in a multistory building
18 which houses GTE employees and telecommunications equipment,
19 alternative local exchange carriers (ALECs) may be allowed to
20 collocate on a floor other than that which houses existing GTE
21 telecommunications equipment. However, this would only be the
22 case if space were available.

23

24 **Q. WHAT OBLIGATIONS, IF ANY, DOES AN ILEC HAVE TO**
25 **INTERCONNECT WITH ALEC PHYSICAL COLLOCATION**

1 **EQUIPMENT LOCATED "OFF-PREMISES"?**

2 A. Whether the ALEC's equipment is located on or off premises doesn't
3 alter GTE's obligation to interconnect. The Act requires all
4 telecommunications carriers to interconnect directly or indirectly with
5 the facilities of other telecommunications carriers.

6

7 **Q. WHAT TERMS AND CONDITIONS SHOULD APPLY TO**
8 **CONVERTING VIRTUAL COLLOCATION TO PHYSICAL**
9 **COLLOCATION?**

10 A. In general, if an ALEC currently has virtual collocation and desires
11 physical collocation, it must follow the standard process for a new
12 physical collocation request. This process, as well as GTE's
13 collocation products and related information, are detailed in GTE's
14 Collocation Services Packet (CSP), which is provided to any ALEC
15 expressing interest in collocating in a GTE location.

16

17 **Q. WHY IS IT NECESSARY FOR GTE TO TREAT THIS AS A NEW**
18 **COLLOCATION REQUEST?**

19 A. It is necessary because the same site survey and engineering
20 analysis need to be done as would be required with any other
21 collocation request, and because physical collocation is a
22 fundamentally different product than virtual collocation.

23

24 **Q. WHAT IS THE PRIMARY DIFFERENCE BETWEEN PHYSICAL AND**
25 **VIRTUAL COLLOCATION?**

1 A. The primary difference between the two is the location of the
2 equipment within GTE's central office. Since GTE personnel are
3 operating and maintaining virtually collocated equipment, it may be
4 commingled with other GTE equipment. Physically collocated
5 equipment is never commingled with GTE equipment because such
6 an arrangement would inhibit GTE's ability to cage off its equipment
7 from that of the collocators, as allowed by the FCC. (*Advanced*
8 *Services Order* at 42.)

9

10 **Q. WHAT ARE THE APPROPRIATE RESPONSE AND**
11 **IMPLEMENTATION INTERVALS FOR ALEC REQUESTS FOR**
12 **CHANGES TO EXISTING COLLOCATION ARRANGEMENTS?**

13 A. It depends upon the type of change requested. However, in general,
14 the response and implementation intervals are the same for changes
15 to existing collocation space as they are for new collocation requests,
16 because the same tasks need to be completed in response to either
17 type of request.

18

19 **Q. WHEN SHOULD THE ILEC BE REQUIRED TO RESPOND TO A**
20 **COMPLETE AND CORRECT APPLICATION FOR COLLOCATION**
21 **AND WHAT INFORMATION SHOULD BE INCLUDED IN THAT**
22 **RESPONSE?**

23 A. Once the ALEC's completed collocation application and application
24 fee check have been received, GTE will inform the ALEC within 15
25 calendar days whether space is available; if it is, GTE will provide a

1 collocation price quote at this time, as well. The ALEC then has 90
2 calendar days from receipt of the price quote to place a firm order.
3 Any guidelines the Commission adopts in this docket should permit
4 GTE to maintain this approach.

5

6

7 **Q. DOES GTE PLAN TO DETERMINE PRICE QUOTES ON A CASE-**
8 **BY-CASE BASIS?**

9 A. No. GTE intends to file a tariff reflecting an averaged flat rate for
10 costs associated with site modification, HVAC and power modification,
11 and security and electrical requirements. This rate will apply to all
12 ALECs collocating in any office in the state of Florida. The charge for
13 collocation space reports will remain separate.

14

15 **Q. WHAT ARE THE ADVANTAGES OF THIS APPROACH?**

16 A. There are a number of pro-competitive advantages. By eliminating
17 almost entirely the need for case-by-case price quotes, the tariff
18 approach helps expedite collocation implementation intervals.
19 Because GTE will provide both space availability and price
20 information within 15 calendar days, the ALEC will be able to place a
21 firm order at that time.

22

23 This approach should also ease entry for an ALEC which is first into
24 an office that requires significant modification, and facilitate the
25 ALECs' planning process by providing greater certainty about

1 collocation costs.

2

3 **Q. WHAT INFORMATION IS INCLUDED IN THE ALEC'S INITIAL**
4 **APPLICATION?**

5 A. The ALEC will fill out GTE's standard collocation application, which is
6 available upon the ALEC's request. In general, the ALEC must state
7 the type of collocation requested, amount of space required, type of
8 equipment to be installed, power requirements, and cabling
9 requirements on the initial application.

10

11 **Q. WHAT INFORMATION DOES GTE PROCESS WITHIN THE 15-DAY**
12 **RESPONSE PERIOD?**

13 A. Once an application is received, assuming it is complete, GTE must
14 do a space availability check. This requires site visits to the central
15 office and review of forecasted growth requirements. This process is
16 completed within 15 days, upon which GTE will tell the ALEC whether
17 the requested space is available. In the case of volume applications
18 that is, when the ALEC submits 10 or more applications within a 10-
19 day period the 15-day initial response period will increase by 10 days
20 for every additional 10 applications or fraction thereof. As noted
21 above, GTE will now also provide a price quote within the 15-day
22 response period.

23

24 **Q. IF THE INFORMATION PROVIDED BY THE ILEC IN ITS INITIAL**
25 **RESPONSE IS INSUFFICIENT FOR THE ALEC TO COMPLETE A**

1 **FIRM ORDER, WHEN SHOULD THE ILEC PROVIDE SUCH**
2 **INFORMATION, OR SHOULD AN ALTERNATIVE PROCEDURE BE**
3 **IMPLEMENTED?**

4 A. There is no need for an alternative procedure under GTE's approach.
5 If the ALEC submits a complete and correct application, the
6 information provided by GTE in its 15-day response is sufficient for
7 the ALEC to submit a firm order. A firm order must be made within 90
8 days from the price quote; an order is considered to be firm upon
9 GTE's receipt of 50% of the non-recurring charges (NRCs) associated
10 with the collocation request.

11

12 **Q. PLEASE EXPLAIN GTE'S POLICY ON REQUIRING 50% OF THE**
13 **NON-RECURRING CHARGES FOR AN ORDER TO BE**
14 **CONSIDERED FIRM.**

15 A. GTE has this policy for two reasons. First, multiple parties may have
16 interest in a site where space is limited. Requiring 50% of the NRCs
17 is an equitable way to establish the first commitment to the space.
18 Without this policy, an individual ALEC could send in a blanket of
19 different orders in an attempt to keep other competitors out. Second,
20 a financial commitment from the ALEC is necessary to ensure that
21 GTE recovers its costs for space preparation.

22

23 **Q. FOR WHAT REASONS, IF ANY, SHOULD THE PROVISIONING**
24 **INTERVALS BE EXTENDED WITHOUT THE NEED FOR AN**
25 **AGREEMENT BY THE APPLICANT OR THE ILEC FILING A**

1 **REQUEST FOR EXTENSION OF TIME?**

2 A. If major system upgrades, such as those involving HVAC or power,
3 are required in conjunction with a physical or virtual collocation
4 request, provisioning may take longer than usual. In these instances,
5 parties should be able to negotiate a date for completion of the
6 collocation arrangement (based upon the extent of the required
7 modifications, contractor availability, and the like) without the need to
8 request a waiver.

9
10 Likewise, no waiver should be required in the case of equipment
11 delivery delays. GTE's standard practice is to provide virtual
12 collocation within 30 days of receipt of all the ALEC's equipment. This
13 is somewhat different from this Commission's guideline in the PAA,
14 which requires completion within 60 days from receipt of a firm order.
15 GTE's concern with the Commission's guideline is that it doesn't
16 recognize that the equipment ordering is completely out of GTE's
17 control. If the ALEC doesn't order its equipment early enough in the
18 process, the 60-day interval may come and go before GTE even
19 receives delivery of the ALEC's equipment. The best solution would
20 be for the Commission to adopt GTE's provisioning interval for virtual
21 implementation, which should eliminate any need for waivers in this
22 instance, or even for establishing a revised agreement with the ALEC.
23 The next best solution would be to permit automatic extensions in
24 those instances where untimely equipment delivery makes such
25 extensions necessary.

1 Another situation that is largely out of the ILEC's control is issuance
2 of building permits. Permits may be required for both physical and
3 virtual arrangements. When it is not possible to obtain building
4 permits in a timely manner, an extended due date should be
5 negotiated between GTE and the ALEC, based on the schedule of the
6 permitting agency.

7
8 Finally, there should be no need to seek a waiver when GTE and the
9 ALEC agree to an extension for any reason; when the ALEC makes
10 modifications to its application that will cause material changes in
11 provisioning the collocation arrangement; or when the ALEC fails to
12 complete work items for which it is responsible in the designated time
13 frame.

14
15 **Q. WHAT ARE THE RESPONSIBILITIES OF THE ILEC AND**
16 **COLLOCATORS WHEN A COLLOCATOR SHARES SPACE WITH,**
17 **OR SUBLEASES SPACE TO, ANOTHER COLLOCATOR?**

18 **A.** Shared caged collocation refers to a newly established arrangement
19 in which two or more ALECs will share caged collocation space
20 pursuant to terms and conditions determined by those ALECs. In a
21 subleased caged collocation arrangement, vacant floor space
22 available in the already existing caged collocation area of one ALEC
23 space is made available to one or more other ALECs. Again, the
24 ALECs themselves determine the sublease conditions, within the
25 guidelines set by GTE. The respective responsibilities of GTE and

1 the ALECs in shared caged and subleased caged collocation
2 arrangements are detailed in Exhibit A, attached to my testimony.

3

4 **Q. WHAT ARE THE RESPONSIBILITIES OF THE ILEC AND**
5 **COLLOCATORS WHEN A COLLOCATOR CROSS-CONNECTS**
6 **WITH ANOTHER COLLOCATOR?**

7 A. GTE refers to this situation as a CLEC-to-CLEC interconnect
8 arrangement; the respective responsibilities of GTE and the
9 collocators in this instance are listed in Exhibit B.

10

11 **Q. WHAT IS THE APPROPRIATE PROVISIONING INTERVAL FOR**
12 **CAGELESS PHYSICAL COLLOCATION?**

13 A. The appropriate provisioning interval for cageless physical collocation
14 is the same as for caged physical collocation. The only difference
15 between caged and cageless physical collocation is construction of
16 the cage itself. Extending power and providing overhead support and
17 cable racking are typically the most time consuming aspects of the
18 provisioning process. These tasks, which generally dictate the
19 provisioning interval, are required whether cageless or caged physical
20 collocation is being provisioned.

21

22 **Q. WHAT IS THE APPROPRIATE DEMARCATION POINT BETWEEN**
23 **ILEC AND ALEC FACILITIES WHEN THE ALEC'S EQUIPMENT IS**
24 **CONNECTED DIRECTLY TO THE ILEC'S NETWORK WITHOUT AN**
25 **INTERMEDIATE POINT OF INTERCONNECTION?**

1 A. The appropriate demarcation point is the ALEC-provided block that
2 connects to the main distribution frame (MDF) or a digital signal cross-
3 connect (DSX) panel.

4

5 **Q. WHAT ARE REASONABLE PARAMETERS FOR RESERVING**
6 **SPACE FOR FUTURE LEC AND ALEC USE?**

7 A. GTE or an ALEC should be able to reserve the amount of space it can
8 support with a documented, funded business plan, which would
9 include a date by which the space will be occupied. Additionally,
10 ALECs reserving space should be charged for the floor space
11 reserved, just as GTE is required to pay for utilities, taxes and
12 maintenance on any vacant space currently in its central offices.
13 Finally, as a condition of space reservation, ALECs should be
14 required to install their cage or bay at the time of reservation. This will
15 ensure that the proper spacing between cages and/or bays is
16 maintained and will facilitate the provisioning of future ALEC
17 collocation requests.

18

19 **Q. WITH REGARD TO RESERVING SPACE, DO THE SPACE**
20 **REQUIREMENTS VARY DEPENDING UPON THE TYPE OF**
21 **EQUIPMENT?**

22 A. Yes. Some types of equipment--switching and power, for example--
23 require contiguous space for growth, while other types-- transmission,
24 for example--do not. These characteristics should be taken into
25 account when determining whether an entity should be allowed to

1 reserve a specific piece of space.

2

3 **Q. CAN GENERIC PARAMETERS BE ESTABLISHED FOR THE USE**
4 **OF ADMINISTRATIVE SPACE BY AN ILEC WHEN THE ILEC**
5 **MAINTAINS THAT THERE IS INSUFFICIENT SPACE FOR**
6 **PHYSICAL COLLOCATION? IF SO WHAT ARE THEY?**

7 A. No. Trying to define such parameters would be futile. Each ILEC
8 premises has its own, unique set of circumstances. These unique
9 circumstances mean that it is impossible to specify generic
10 parameters for the ILEC's use of administrative space. In addition, it
11 is inevitable that, even if the ILEC met the parameters in a particular
12 case, ALECs would still dispute space availability, forcing a case-
13 specific assessment in any event.

14

15 **Q. WHAT TYPES OF EQUIPMENT IS THE ILEC OBLIGATED TO**
16 **ALLOW IN A PHYSICAL COLLOCATION ARRANGEMENT?**

17 A. The FCC answered this question in its Advanced Services Order, at
18 28, where it said its rules "require incumbent LECs to permit
19 collocation of all equipment that is necessary for interconnection or
20 access to unbundled network elements, regardless of whether such
21 equipment includes a switching functionality, provides enhanced
22 services capabilities, or offers other functionalities. The FCC went on
23 to clarify, in 30: "We continue to decline, however, to require
24 incumbent LECs to permit the collocation of equipment that is not
25 necessary for either access to UNEs or for interconnection, such as

1 equipment used exclusively for switching or for enhanced services."
2 GTE believes this is sufficient direction for this Commission to
3 determine ILEC obligations in this area. Indeed, it would be not be
4 possible or desirable to draw up an exhaustive list of particular pieces
5 of equipment that could be collocated, as the ALECs might advocate.
6 Such a list would, no doubt, be obsolete as soon as it was
7 established, and there would inevitably be ALEC requests to collocate
8 equipment not on the list. If there are disputes about interpretation of
9 the FCC rule as applied to a particular piece of equipment, the only
10 practical approach is for the Commission to address them on a case-
11 by-case basis.

12

13 **Q. IF SPACE IS AVAILABLE, SHOULD THE ILEC BE REQUIRED TO**
14 **PROVIDE PRICE QUOTES TO AN ALEC PRIOR TO RECEIVING A**
15 **FIRM ORDER FOR SPACE IN A CENTRAL OFFICE?**

16 A. Providing a price quote prior to a firm order by the ALEC is a standard
17 part of GTE's collocation procedures. As stated earlier in my
18 testimony, once the ALEC receives the price quote, it has 90 days to
19 accept the quote and to pay 50% of the NRCs associated with the
20 estimate, thus establishing a firm order.

21

22 **Q. IF AN ILEC SHOULD PROVIDE PRICE QUOTES TO AN ALEC**
23 **PRIOR TO RECEIVING A FIRM ORDER FROM THE ALEC, WHEN**
24 **SHOULD THE QUOTE BE PROVIDED?**

25 A. As I stated, GTE will provide the price quote within 15 days of receipt

1 of a complete and correct application.

2

3 **Q. IF AN ILEC SHOULD PROVIDE PRICE QUOTES TO AN ALEC**
4 **PRIOR TO RECEIVING A FIRM ORDER FROM THAT ALEC,**
5 **SHOULD THE QUOTE PROVIDE DETAILED COSTS?**

6 A. No detailed cost information should be necessary, since prices for
7 collocation arrangements will, in most instances, be set by reference
8 to a tariff.

9

10 **Q. SHOULD AN ALEC HAVE THE OPTION TO PARTICIPATE IN THE**
11 **DEVELOPMENT OF THE ILEC'S PRICE QUOTE, AND IF SO,**
12 **WHAT TIME FRAMES SHOULD APPLY?**

13 A. The ALEC participates in preparation of the price quote by completing
14 its collocation application with accurate information. Since the price
15 will come from a tariff in most instances, there really is no further
16 involvement required on the part of the ALEC.

17

18 **Q. SHOULD AN ALEC BE PERMITTED TO HIRE AN ILEC-CERTIFIED**
19 **CONTRACTOR TO PERFORM SPACE PREPARATION, RACKING**
20 **AND CABLING, AND POWER WORK?**

21 A. No. GTE has a responsibility to all its customers located in or served
22 by a particular central office to ensure safe, smooth and efficient
23 operation of that office. Because collocation work affects more than
24 just the collocater's space, it is imperative that GTE maintain control
25 of and responsibility for the contractor doing this work. This will avoid

1 scheduling conflicts, liability issues and will ultimately result in quicker
2 and more efficient installations than if each ALEC directed the
3 contractor's work, without any centralized control.

4

5 **Q. AN ISSUE IN THIS CASE IS THE ALLOCATION AMONG**
6 **MULTIPLE COLLOCATORS OF THE COSTS OF SECURITY**
7 **ARRANGEMENTS, SITE PREPARATION, COLLOCATION SPACE**
8 **REPORTS, AND OTHER COSTS NECESSARY TO THE**
9 **PROVISIONING OF COLLOCATION SPACE. WHAT HAS THE**
10 **FCC SAID IN THIS REGARD?**

11 A. In its March 31 Advanced Services Order, at paragraph 51, the FCC
12 stated:

13 [I]ncumbent LECs must allocate space preparation,
14 security measures, and other collocation charges on a
15 pro-rated basis so the first collocator in a particular
16 incumbent premise will not be responsible for the entire
17 cost of site preparation. For example, if an incumbent
18 LEC implements cageless collocation arrangements in
19 a particular central office that requires air conditioning
20 and power upgrades, the incumbent may not require
21 the first collocating party to pay the entire cost of site
22 preparation. In order to ensure that the first entrant into
23 an incumbent's premises does not bear the entire cost
24 of site preparation, the incumbent must develop a
25 system of partitioning cost by comparing, for example,

1 the amount of conditioned space actually occupied by
2 the entrant with the overall space conditioning
3 expenses.

4

5 **Q. DOES GTE AGREE WITH THE FCC'S COLLOCATION COST**
6 **ALLOCATION REQUIREMENTS?**

7 A. No. GTE has appealed the matter to the United States Court of
8 Appeals for the District of Columbia. GTE believes that the FCC
9 misconstrued the requirements of section 251(c)(6) of the Act and that
10 the cost allocation requirements improperly prevent GTE from
11 recovering its actual costs, as mandated by the Act and other
12 applicable law.

13

14 Many of the fixed costs associated with collocation space preparation
15 do not depend on the number of competitors that ultimately occupies
16 the space, or the amount of space that any one collocator uses. The
17 FCC's approach would prevent GTE from appropriately recouping all
18 of these fixed costs unless there is immediate, permanent, full
19 occupancy by collocators. It would force GTE and its customers to
20 absorb costs incurred solely to benefit collocators and to effectively
21 underwrite the start-up costs associated with competitive entry.

22

23 **Q. DOES GTE'S TARIFF APPROACH NEVERTHELESS COMPLY**
24 **WITH THE FCC'S REQUIREMENTS?**

25 A. I am told by GTE's lawyers that it does.

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Q. HOW WILL GTE DEVELOP THE TARIFFED RATE?

A. The rate will be based upon information from past collocation activity. The relevant types of costs associated with collocation arrangements over a period of time will be summed and then divided by the total number of collocations over that same time period. Some of these would have had these costs associated with them and some would not. The resulting rate will be one that can be applied to every collocation request in the future.

Q. IF INSUFFICIENT SPACE IS AVAILABLE TO SATISFY A COLLOCATION REQUEST, SHOULD THE ILEC BE REQUIRED TO ADVISE THE ALEC AS TO WHAT SPACE IS AVAILABLE?

A. This is GTE'S practice today, so it would not oppose such a requirement.

Q. IF AN ILEC HAS BEEN GRANTED A WAIVER FROM THE PHYSICAL COLLOCATION REQUIREMENTS FOR A PARTICULAR CENTRAL OFFICE, AND THE ILEC LATER MAKES MODIFICATIONS THAT CREATE SPACE THAT WOULD BE APPROPRIATE FOR COLLOCATION, WHEN SHOULD THE ILEC BE REQUIRED TO INFORM THE COMMISSION AND ANY REQUESTING ALECS OF THE AVAILABILITY OF SPACE IN THAT OFFICE?

A. Any changes in the exempt status of a central office will be posted on

1 GTE's exempt central office website within 10 business days of the
2 status change. This is the fairest and easiest way to notify all
3 potentially interested parties of the change in space availability.

4

5 **Q. WHAT PROCESS, IF ANY, SHOULD BE ESTABLISHED FOR**
6 **FORECASTING COLLOCATION DEMAND FOR CENTRAL OFFICE**
7 **ADDITIONS OR EXPANSIONS?**

8 A. The FCC has already addressed this issue. In ¶585 of its First Report
9 and Order, *Implementation of the Local Competition Provisions in the*
10 *Telecommunications Act of 1996*, the FCC said: "we conclude that
11 incumbent LECs should be required to take collocator demand into
12 account when renovating existing facilities and constructing or leasing
13 new facilities, just as they consider demand for other services when
14 undertaking such projects." GTE's current process does this,
15 considering, for example, requests received within the particular
16 metropolitan area and other information about potential collocation
17 demand.

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19 **Q. APPLYING THE FCC'S "FIRST-COME, FIRST-SERVED" RULE, IF**
20 **SPACE BECOMES AVAILABLE IN A CENTRAL OFFICE WHO**
21 **SHOULD BE GIVEN PRIORITY?**

22 A. Priority will be given to ALECs in the order in which they submit
23 checks for 50% of the NRCs associated with their collocation
24 requests.

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1 Q. DOES THIS CONCLUDE YOUR TESTIMONY?

2 A. Yes, it does.

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SHARED CAGED AND SUBLEASED CAGED COLLOCATION GUIDELINES AND RESPONSIBILITIES

Shared Caged Collocation

A shared caged collocation arrangement is a caged collocation space shared by two or more competitive local exchange carriers (CLECs) pursuant to terms and conditions determined by those CLECs. Non-recurring charges (NRCs) associated with the initial installation of the shared caged arrangement will be paid by each CLEC, based on the percentage of the total space it utilizes. Ordering and payment for all required services will be the responsibility of the "host CLEC" (HC), designated by the CLECs sharing the cage ("guest collocators" or GCs). GTE will allow shared caged collocation in its wire centers or access tandems, where feasible, for interconnection purposes or access to unbundled network elements (UNEs).

The following are the shared caged collocation guidelines:

- All shared caged collocation arrangements will be for new cages, which are to be jointly applied for and occupied by two or more CLECs at the same time.
- The shared cage CLECs will designate one of the CLECs sharing the cage as the HC, which will be GTE's primary point of contact.
- The shared caged CLECs (through the HC) must inform GTE of the proportionate amount of floor space each CLEC is using in the cage. This is necessary for allocating initial NRCs.
- The HC is responsible for collecting the applicable NRCs from each of the GCs.
- The HC is responsible for paying GTE for all shared caged charges associated with the collocation arrangement.
- The shared caged CLECs must all independently interconnect to GTE's network; they cannot share the caged space solely to connect to another collocated CLEC.
- GTE will not be involved in negotiating terms and conditions between or among the CLECs sharing a cage.
- Space within shared caged arrangements cannot be warehoused for the purposes of subleasing.
- All equipment in the shared arrangement must be installed in compliance with GTE's standards.
- The HC will provide GTENS a letter of authorization (LOA) signed by the HC and all GCs verifying that the terms and conditions of the arrangement are acceptable to all parties and reflecting that the HC and to the shared caged collocators may order UNEs via a local service request (LSR).

- The HC will be held responsible for all actions and omissions of the GCs.
- The HC will have the option of providing or requiring GTE to provide GTE-standard transmission and power cables of sufficient length.

The following outlines GTE's responsibilities with respect to shared caged collocation:

- Cable Pull – Pull CLEC-provided fiber cable into the wire center and to the CLECs' cage.
- Cable Splice – Perform any splicing of the cable required inside the zero manhole or wire center.
- Cable Termination – Make all cable terminations on the MDF and patch panels.
- Entrance Facility Space – Provide space in GTE's wire center entrance facilities (zero manhole/conduit system) for CLEC-provided cables, if available.
- Overhead Support and Cable Racking – Provide materials and installation.
- Entrance Cable Route – Determine route of CLECs' cable from zero manhole to the cage.
- Final Inspection – Perform final inspection of the CLECs' equipment for compliance with GTE standards.
- Engineer and install all power, transmission and ground cables.
- Engineer and install AC power outlet(s).

The following outlines the HC's responsibilities with respect to shared caged collocation:

- The HC must submit all pertinent collocation applications and fees as required for a standard caged collocation arrangement on behalf of the GCs.
- The HC will provide GTE an LOA signed by all CLECs participating in the shared arrangement verifying that this arrangement is acceptable to all the CLECs and also reflecting that allows the GC(s) may order UNEs via an LSR.
- The HC will be held responsible for all actions and omissions of the GCs.
- The HC will be responsible for ordering and paying for all tariffed collocation services, just as it would be in a standard caged collocation arrangement.
- The HC will be responsible for installing and maintaining all GC equipment within the shared area, just as it would be in the case of caged collocation.
- The HC is responsible for ensuring that all equipment in the shared arrangement is installed in compliance with GTE standards.
- Where there is insufficient space to store and stage CLEC equipment within the central office prior to installation, the HC will be responsible for obtaining temporary storage space.

- The HC will coordinate with GTE for space to stage equipment; however, GTE is not responsible for the security of the CLEC equipment located in a staging area.

The following outlines the GCs' responsibilities with respect to shared caged collocation:

- The GCs must have a network interconnection agreement with GTE.
- The GCs must submit their own LSRs to GTE to order UNEs.

Subleased Caged Collocation

In a subleased caged arrangement, vacant floor space available in the caged collocation arrangement of an existing CLEC (the "Host CLEC" or HC) may be made available to a third party (the Guest CLEC or GC) for interconnecting or accessing UNEs in GTE's wire centers and access tandems. The HC will sublease the floor space to the GC pursuant to terms and conditions agreed to by the HC and GCs. The HC will be responsible for ordering and paying for all services required by the GCs.

The following are the Subleased Caged Collocation Guidelines:

- All subleased floor space arrangements will be for space located within an existing HC's cage.
- GTE is not responsible for any notification of availability of surplus floor space in existing HC's cage.
- GTE will not be involved in negotiating the terms and conditions between and among the subleasing parties.
- The HC cannot warehouse space for the purposes of subleasing.
- The HC has the option of providing or requiring GTE to provide GTE-standard transmission, power, and grounding cables of sufficient length.
- The subleased caged CLECs must all interconnect to GTE's network and cannot share the caged space solely to connect to another collocated CLEC.

The following are GTE's responsibilities with respect to shared subleased collocation:

- Cable Pull – Pull the CLEC-provided fiber cable into the wire center and to the CLECs' cage.
- Cable Splice – Perform any splicing of the cable required inside the zero manhole or wire center.

- Cable Termination – Make all cable terminations on the MDF and manual DSX patch panels.
- Overhead Support and Cable Racking – Provide materials and installation.
- Entrance Facility Space – Provide space in GTE's wire center entrance facilities (zero manhole/conduit system) for CLEC-provided cables, if available.
- Entrance Cable Route – Determine route of CLECs' cable from zero manhole to the cage.
- Final Inspection – Perform final inspection of the CLECs' equipment for compliance with GTE standards.
- Engineer and install all power, transmission and ground cables.
- Engineer and install AC power outlet(s).

The following are the HC's responsibilities with respect to shared subleased collocation:

- The HC must submit, on behalf of the GCs, all pertinent collocation applications and fees as required for a standard caged collocation arrangement.
- The HC will provide to GTE an LOA signed by all CLECs participating in the subleased arrangement verifying that this arrangement is acceptable to all parties and reflecting that the GCs will order UNEs via an LSR.
- The HC will be held responsible for all actions and omissions of the GC.
- The HC will be responsible for ordering and paying for all tariffed collocation services, just as in a standard caged collocation arrangement.
- The HC will be responsible for installing and maintaining the GCs' equipment within the subleased area, just as in the case of caged collocation.
- The HC must ensure that all equipment in the subleased arrangement is installed in compliance with GTE standards.
- As part of the application, the HC must provide a floor plan of equipment layout.

The following are the GC's responsibilities with shared subleased collocation:

- The GC must have a network interconnection agreement with GTE.
- The GC cannot sublease from the HC solely to connect to another collocated CLEC.
- The GC must submit its own LSRs to GTE to order UNEs.

CLEC-TO-CLEC INTERCONNECT GUIDELINES AND RESPONSIBILITIES

CLEC-to-CLEC Interconnect Arrangements

A CLEC-to-CLEC interconnect arrangement is the interconnection of a CLEC's equipment in a cage, bay or cabinet to the same or a different CLEC's cage, bay or cabinet equipment within the central office.

The following are GTE's responsibilities with respect to CLEC-to-CLEC Interconnect Arrangements:

- Application – Review and approve cable type and shielding based on the signal type.
- Overhead Support and Cable Racking – Provide materials and installation.
- Cable Route - Determine the best cable route between CLECs to minimize occurrences of CLEC cables running over GTE's in-service equipment.
- Final Inspection – Perform final inspection of interconnect cables to assure compliance with GTE standards

The following are the CLECs' responsibilities with respect to CLEC-to-CLEC Interconnect Arrangements:

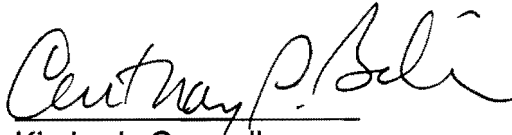
- The CLEC that initiates the CLEC-to-CLEC interconnect arrangement must submit a collocation application form, ASR and the appropriate fee.
- Each CLEC is responsible for its own cable termination.
- CLECs must coordinate the termination of all cable shields. Shields must be grounded at one end only to prevent ground loops.

The following are CLEC options with respect to CLEC-to-CLEC Interconnect Arrangements:

- The CLEC has the option of providing all cables or requesting that GTE provide all cables. The applicable tariff or interconnection agreement will determine cable costs.
- The CLEC has the option of running the cable; However, if the cable run is over GTE's or another CLEC's in-service equipment, the CLEC must use an approved GTE contractor or meet GTE contractor qualification requirements. Also, the cable run must be completed during the maintenance window.
- If GTE runs the cable, the CLEC will be charged out of the applicable state tariff or interconnection agreement.
- Overhead support and cable racking charges will be applied based on the applicable state tariff or interconnection agreement.

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that copies of the **Revised** Direct Testimony of John W. Ries on behalf of GTE Florida Incorporated in Docket Nos. 981834-TP and 990321-TP were sent via overnight delivery on November 15, 1999 to the parties on the attached list.


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