

J. PHILLIP CARVER  
General Attorney

BellSouth Telecommunications, Inc.  
150 South Monroe Street  
Room 400  
Tallahassee, Florida 32301  
(404) 335-0710

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November 19, 1999

Mrs. Blanca S. Bayó  
Director, Division of Records and Reporting  
Florida Public Service Commission  
2540 Shumard Oak Boulevard  
Tallahassee, FL 32399-0850

**Re: Docket No. 981834-TP and 990321-TP**

Dear Ms. Bayó:

Enclosed are an original and 15 copies of BellSouth Telecommunications, Inc.'s Rebuttal Testimony of Jerry D. Hendrix and W. Keith Milner. Please file these documents in the captioned matter.

A copy of this letter is enclosed. Please mark it to indicate that the original was filed and return the copy to me. Copies have been served to the parties shown on the attached Certificate of Service.

Sincerely,



J. Phillip Carver *(Ba)*

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Enclosures

cc: All parties of record  
M. M. Criser, III  
N. B. White  
R. D. Lackey

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**CERTIFICATE OF SERVICE**  
**Docket No. 981834-TP and 990321-TP**

I HEREBY CERTIFY that a true and correct copy of the foregoing was served via

U. S. Mail this 19th day of November, 1999 to the following:

Beth Keating  
Staff Counsel  
Florida Public Service  
Commission  
Division of Legal Services  
2540 Shumard Oak Boulevard  
Tallahassee, FL 32399-0850  
Tel. No. (850) 413-6212  
Fax. No. (850) 413-6250

Joseph A. McGlothlin  
Vicki Gordon Kaufman  
McWhirter, Reeves, McGlothlin,  
Davidson, Decker, Kaufman, Arnold,  
& Steen, P.A.  
117 South Gadsden Street  
Tallahassee, FL 32301  
Tel. No. (850) 222-2525  
Fax. No. (850) 222-5606  
Attys. For FCCA

Andrew O. Isar  
Telecommunications Resellers Assoc.  
4312 92<sup>nd</sup> Avenue, N.W.  
Gig Harbor, WA 98335  
Tel. No. (253) 265-3910  
Fax. No. (253) 265-3912

Marsha Rule  
Tracy Hatch  
101 North Monroe Street  
Suite 700  
Tallahassee, FL 32301  
Tel. No. (850) 425-6364  
Fax. No. (850) 425-6343  
Attys. for AT&T

Richard D. Melson  
Hopping Green Sams & Smith, P.A.  
Post Office 6526  
123 South Calhoun Street  
Tallahassee, FL 32314  
Tel. No. (850) 222-7500  
Fax. No. (850) 224-8551  
Atty. For MCI & ACI

Dulaney L. O'Roark  
MCI Telecommunications Corporation  
6 Concourse Parkway  
Suite 600  
Atlanta, GA 30328  
Tel. No. (770) 284-5498  
Fax. No. (770) 284-5488

Floyd Self  
Norman H. Horton, Jr.  
Messer, Caparello & Self  
Post Office Drawer 1876  
215 South Monroe Street  
Suite 701  
Tallahassee, FL 32302-1876  
Tel. No. (850) 222-0720  
Fax. No. (850) 224-4359  
Attys. for WorldCom

Terry Monroe  
Vice President, State Affairs  
Competitive Telecomm. Assoc.  
1900 M Street, N.W.  
Suite 800  
Washington, D.C. 20036  
Tel. No. (202) 296-6650  
Fax. No. (202) 296-7585

Susan Huther  
Rick Heapter  
MGC Communications, Inc.  
3301 Worth Buffalo Drive  
Las Vegas, Nevada 89129  
Tel. No. (702) 310-4272  
Fax. No. (702) 310-5689

Charlie Pellegrini  
Patrick K. Wiggins  
Wiggins & Villacorta, P.A.  
2145 Delta Boulevard  
Suite 200  
Tallahassee, FL 32303  
Tel. No. (850) 385-6007  
Fax. No. (850) 385-6008  
Attys. for Intermedia

Norman H. Horton, Jr.  
Messer, Caparello & Self  
215 South Monroe Street  
Suite 701  
Tallahassee, FL 32301-1876  
Tel. No. (850) 222-0720  
Fax. No. (850) 224-4359  
Attys. for e.spire

James C. Falvey, Esq.  
e.spire Communications, Inc.  
133 National Business Parkway  
Suite 200  
Annapolis Junction, Maryland 20701  
Tel. No. (301) 361-4298  
Fax. No. (301) 361-4277

Jeremy Marcus  
Kristin Smith  
Blumenfeld & Cohen  
1625 Massachusetts Ave., N.W.  
Suite 300  
Washington, D.C. 20036  
Tel. No. (202) 955-6300  
Fax. No. (202) 955-6460

Kimberly Caswell  
GTE Service Corporation  
One Tampa City Center  
201 North Franklin Street (33602)  
Post Office Box 110, FLTC0007  
Tampa, Florida 33601-0110  
Tel. No. (813) 483-2606  
Fax. No. (813) 204-8870

Peter M. Dunbar, Esq.  
Barbara D. Auger, Esq.  
Pennington, Moore, Wilkinson &  
Dunbar, P.A.  
Post Office Box 10095  
Tallahassee, Florida 32302  
Tel. No. (850) 222-3533  
Fax. No. (850) 222-2126

Carolyn Marek  
Vice President of Regulatory Affairs  
Southeast Region  
Time Warner Communications  
233 Bramerton Court  
Franklin, Tennessee 37069  
Tel. No. (615) 376-6404  
Fax. No. (615) 376-6405  
Represented by Pennington Law Firm

David Dimlich, Legal Counsel  
Supra Telecommunications &  
Information Systems, Inc.  
2620 S.W. 27th Avenue  
Miami, FL 33133  
Tel. No. (305) 476-4236  
Fax. No. (305) 443-6638

Donna Canzano McNulty, Esq.  
MCI WorldCom  
325 John Knox Road  
Suite 105  
Tallahassee, FL 32303  
Tel. No. (850) 422-1254  
Fax. No. (850) 422-2586

**Michael A. Gross**  
VP Reg. Affairs & Reg. Counsel  
Florida Cable Telecomm. Assoc.  
310 North Monroe Street  
Tallahassee, FL 32301  
Tel. No. (850) 681-1990  
Fax. No. (850) 681-9676

**ACI Corp.**  
7337 S. Revere Parkway  
Englewood, CO 80112  
Tel. No. (303) 476-4200  
Fax. No. (303) 476-4201

**Florida Public Telecomm. Assoc.**  
Angela Green, General Counsel  
125 South Gadsden Street  
#200  
Tallahassee, FL 32301-1525  
Tel. No. (850) 222-5050  
Fax. No. (850) 222-1355

**Intermedia Communications, Inc.**  
Scott Sapperstein  
3625 Queen Palm Drive  
Tampa, FL 33619-1309  
Tel. No. (813) 621-0011  
Fax. No. (813) 829-4923  
Represented by Wiggins Law Firm

**TCG South Florida**  
c/o Rutledge Law Firm  
Kenneth Hoffman  
P.O. Box 551  
Tallahassee, FL 32302-0551  
Tel. No. (850) 681-6788  
Fax. No. (850) 681-6515

**Time Warner AxS of FL, L.P.**  
2301 Lucien Way  
Suite 300  
Maitland, FL 32751  
Represented by Pennington Law Firm

**Laura L. Gallagher**  
Laura L. Gallagher, P.A.  
101 E. College Avenue  
Suite 302  
Tallahassee, FL 32301  
Tel. No. (850) 224-2211  
Fax. No. (850) 561-3611  
Represents MediaOne

**James P. Campbell**  
MediaOne  
7800 Belfort Parkway  
Suite 250  
Jacksonville, FL 32256  
Tel. No. (904) 619-5686  
Fax. No. (904) 619-3629

**Charles J. Beck**  
Deputy Public Counsel  
Office of the Public Counsel  
111 West Madison Street  
Room 812  
Tallahassee, FL 32399-1400

**Susan S. Masterton**  
Charles J. Rehwinkel  
Sprint Comm. Co. LLP  
P.O. Box 2214  
MC: FLTLHO0107  
Tallahassee, FL 32316-2214

**Accelerated Connections, Inc.**  
7337 South Revere Parkway  
Englewood, CO 33414  
Tel: 303-476-4200

**GTE Florida Incorporated**  
Ms. Beverly Y. Menard  
% Ms. Margo B. Hammar  
106 East College Avenue, Suite 810  
Tallahassee, FL 32301-7704  
Tel: 813-483-2526  
Fax: 813-223-4888

Hopping Law Firm  
Gabriel E. Nieto  
P.O. Box 6526  
Tallahassee, FL 32314  
Tel: 850-222-7500  
Fax: 850-224-8551  
Represents ACI Corp.

Pennington Law Firm  
Peter M. Dunbar/Marc W. Dunbar  
P.O. Box 10095  
Tallahassee, FL 32302  
Tel: 850-222-3533  
Fax: 850-222-2126  
Represents Time Warner

Sprint-Florida, Incorporated  
Mr. F. B. (Ben) Poag  
P.O. Box 2214 (MC FLTLHO0107)  
Tallahassee, FL 32316-2214  
Tel: 850-599-1027  
Fax: 407-814-5700

Beth Keating  
Staff Counsel  
Florida Public Service Commission  
2540 Shumard Oak Boulevard  
Tallahassee, FL 32399-0850  
Tel. No. (850) 413-6199  
Fax. No. (850) 413-6250

Jeffrey Blumenfeld  
Elise Kiely  
1625 Massachusetts Avenue, N.W.  
Suite 300  
Washington, D.C. 20036

Christopher V. Goodpastor, Esq.  
Covad Communications Company  
9600 Great Hills Trail  
Suite 150 W  
Austin, Texas 78759  
Tel. No. (512) 502-1713  
Fax. No. (419) 818-5568

Betty Willis  
ALLTEL Comm. Svcs. Inc.  
One Allied Drive  
Little Rock, AR 72203-2177

J. Jeffry Wahlen  
Ausley & McMullen  
P.O. Box 391  
Tallahassee, FL 32302

Marilyn H. Ash, Esq.  
MGC Communications, Inc.  
3301 N. Buffalo Drive  
Las Vegas, NV 89129  
Tel.: 702-310-8641  
Fax: 702-310-5689

  
J. Phillip Carver (PC)

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2  
3  
4  
5  
6  
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BELLSOUTH TELECOMMUNICATIONS, INC.  
REBUTTAL TESTIMONY OF JERRY D. HENDRIX  
BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION  
DOCKET NOS. 981834-TP and 990321-TP  
NOVEMBER 19, 1999

Q. PLEASE STATE YOUR NAME, YOUR POSITION WITH BELLSOUTH TELECOMMUNICATIONS, INC. ("BELLSOUTH") AND YOUR BUSINESS ADDRESS.

A. My name is Jerry D. Hendrix. I am employed by BellSouth as Senior Director – Interconnection Services Pricing. My business address is 675 West Peachtree Street, Atlanta, Georgia 30375.

Q. ARE YOU THE SAME JERRY HENDRIX WHO FILED DIRECT TESTIMONY IN THIS PROCEEDING?

A. Yes.

Q. WHAT IS THE PURPOSE OF YOUR REBUTTAL TESTIMONY?

A. The purpose of my rebuttal testimony is to respond to the direct testimony of the following witnesses:

- 1 • Ms. Julia Strow, witness for Intermedia Communications, Inc.
- 2 (“Intermedia”)
- 3 • Ms. Melissa Closz, witness for Sprint
- 4 • Mr. Michael Hunsucker, witness for Sprint
- 5 • Mr. Joseph Gillan, witness for The Florida Competitive Carriers
- 6 Association, (“FCCA”)
- 7 • Mr. Ron Martinez, witness for MCI WorldCom, Inc.
- 8 • Mr. Robert Williams, witness for Rhythms Links, Inc.
- 9 • Mr. James Falvey, witness for e.spire Communications, Inc.
- 10 • Mr. Andrew Levy, witness for MGC Communications, Inc.
- 11 • Mr. Michael Moscaritolo, witness for Covad Communications Company
- 12 (“Covad”)
- 13 • Mr. David Nilson, witness for Supra Telecommunications and Information
- 14 systems, Inc. (“Supra”).

15

16 **ISSUE 1: WHEN SHOULD AN ILEC BE REQUIRED TO RESPOND TO A**  
17 **COMPLETE AND CORRECT APPLICATION FOR COLLOCATION AND**  
18 **WHAT INFORMATION SHOULD BE INCLUDED IN THAT RESPONSE?**

19

20 **ISSUE 2: IF THE INFORMATION INCLUDED IN THE INITIAL RESPONSE**  
21 **IS NOT SUFFICIENT TO COMPLETE A FIRM ORDER, WHEN SHOULD**  
22 **THE ILEC PROVIDE SUCH INFORMATION OR SHOULD AN**  
23 **ALTERNATIVE PROCEDURE BE IMPLEMENTED?**

24

25 Q. SEVERAL WITNESSES STATED IN DIRECT TESTIMONY THAT THE  
26 ILEC SHOULD RESPOND TO A COMPLETE AND CORRECT

1 APPLICATION FOR COLLOCATION WITHIN 10 DAYS BASED ON  
2 THE FEDERAL COMMUNICATIONS COMMISSION'S ("FCCs")  
3 ADVANCED SERVICES ORDER (ORDER 99-48, CC DOCKET NO. 99-  
4 147). DO YOU AGREE WITH THIS READING OF THE ORDER?

5

6 A. No. The FCC did not establish a rule requiring Incumbent Local Exchange  
7 Carriers ("ILECs") to respond to an application for collocation within 10  
8 days. The FCC simply made reference to what it considers reasonable in  
9 accepting or denying an application based on whether there is space available  
10 for the request. The FCC states at paragraph 55 of the Advanced Services  
11 Order the following: "We view ten days as a reasonable time period within  
12 which to inform a new entrant whether its collocation application is accepted  
13 or denied." Again, this was not stated as a requirement, but as a statement of  
14 what is reasonable amount of time to accept or deny an application.

15

16 As stated in my direct testimony, BellSouth will inform an ALEC within  
17 fifteen (15) calendar days of an application whether its application for  
18 collocation in Florida is accepted or denied as a result of space availability.  
19 This is in compliance with this Commission's recent order which states in  
20 part: "The ILEC shall respond to a complete and correct application for  
21 collocation within 15 calendar days." (Order No. PSC-99-1744-PAA-TP,  
22 Section II A)

23

1 Q. CAN YOU RESPOND TO MR. GILLAN'S POSITION THAT AN ILEC  
2 SHOULD PROVIDE PHYSICAL COLLOCATION VIA A TARIFFED  
3 OFFERING?  
4

5 A. At Page 8 of his testimony, Mr. Gillan states in part that "The commission  
6 should also require that the ILECs file generally available tariffs..." His  
7 statement is in apparent reference to paragraph 40 of the FCC's Advanced  
8 Services Order, which he cites at Page 5 of his testimony. Paragraph 40 states  
9 the following:

10 We require incumbent LECs to make each of the arrangements  
11 outlined below available to competitors as soon as possible without  
12 waiting until a competitive carrier requests a particular arrangement,  
13 so that competitors will have a variety of collocation options from  
14 which to choose.

15 This in no way requires an ILEC to tariff physical collocation offerings. This  
16 paragraph simply requires BellSouth and other ILECs to develop the  
17 offerings, as well as the methods and procedures necessary to provision them,  
18 to make the various types of collocation available for ALECs to request them.  
19 BellSouth developed the cageless physical collocation offering, as well as the  
20 other types of physical collocation offerings required by the FCC, and has  
21 made them available in Attachment 4 of its standard interconnection  
22 agreement.  
23

24 Furthermore, BellSouth is required by Section 252 of the Telecommunications  
25 Act of 1996 to negotiate collocation agreements. As a practical matter, if

1 BellSouth were to file a physical collocation tariff, it would probably still  
2 negotiate agreement for the vast majority of ALEC collocation requests,  
3 making the development of the tariff a wasted effort. The best approach is to  
4 develop standard rates for all physical collocation elements within a standard  
5 collocation agreement, an effort that is well under way. It is therefore not  
6 appropriate for this Commission to require all ILECs to file a physical  
7 collocation tariff.

8

9 Q. MR. ANDREW LEVY STATES (PAGE 3) THAT, "THE MOST  
10 EFFICIENT METHOD OF HANDLING COLLOCATION REQUESTS,  
11 WHETHER FOR AN INITIAL REQUEST OR FOR SUBSEQUENT  
12 REQUESTS OR 'AUGMENTS,' IS WHEN PRICING IS SUBJECT TO  
13 ESTABLISHED RATES UNDER A TARIFF, AS OPPOSED TO  
14 'INDIVIDUAL CASE BASIS' OR 'ICB' PRICING. COLLOCATION  
15 SHOULD BE TARIFFED." DO YOU AGREE?

16

17 A. No. As I stated above, tariffing physical collocation is most likely to be a  
18 wasted effort. Including standard rates for all physical collocation elements  
19 within a standard agreement would produce the same efficiencies Mr. Levy  
20 seeks. As I also stated, the development of these standardized rates is well  
21 under way.

22

23 Q. MR. LEVY (PAGE 4) IMPLIES THAT BELLSOUTH HAS TARIFF  
24 PRICING FOR COLLOCATION IN GEORGIA. PLEASE RESPOND.

25

1 A. Mr. Levy is wrong. BellSouth does not tariff physical collocation.

2

3 **ISSUE 5: WHAT TERMS AND CONDITIONS SHOULD APPLY TO**  
4 **CONVERTING VIRTUAL COLLOCATION TO PHYSICAL**  
5 **COLLOCATION?**

6 Q. MS. STROW (PAGE 4) STATES THAT THE RECENT FCC ORDER ON  
7 COLLOCATION SPECIFICALLY PROVIDES FOR ALECS TO REMAIN  
8 COMINGLED WITH THE ILEC EQUIPMENT, BUT UNDER A  
9 PHYSICAL CAGELESS COLLOCATION ARRANGEMENT. DO YOU  
10 AGREE?

11

12 A. No. The FCC Order states in part that, "Incumbent LECs must allow  
13 competitors to collocate in any unused space in the incumbent LEC's  
14 premises..." (FCC 99-48, Appendix B, 51.323(k)(2)). The space that houses  
15 the virtual collocation arrangements is typically located within BellSouth's  
16 lineup, and is space that can be re-used by BellSouth for another virtual  
17 collocator's equipment. As such, the space the virtual arrangement occupies  
18 is not unused space. The Order also states that, "The incumbent LEC may  
19 take reasonable steps to protect its own equipment, such as enclosing the  
20 equipment in its own cage..." (FCC 99-48, Paragraph 42). BellSouth cannot  
21 exercise its right to enclose its own equipment if ALEC equipment is located  
22 within its lineups. Therefore, the FCC's Order in no way provides for ALEC  
23 equipment "to remain commingled with the ILEC's equipment" (Page 4) as  
24 Ms. Strow asserts.

25

1 Q. WHAT IS THE APPROPRIATE MANNER IN WHICH TO HANDLE A  
2 REQUEST FOR A CONVERSION FROM VIRTUAL TO PHYSICAL  
3 COLLOCATION?  
4

5 A. Upon an ALEC's submission of a physical collocation application requesting  
6 the conversion of a virtual collocation arrangement to a physical collocation  
7 arrangement, BellSouth will consider such a conversion, evaluate each such  
8 request and will advise the ALEC of its conversion option and the location of  
9 the physical collocation arrangement. The conversion will either change the  
10 virtual collocation arrangement to a cageless physical collocation arrangement  
11 without the relocation of the arrangement, or the conversion will require the  
12 relocation of the equipment arrangement to another location within the  
13 BellSouth Central Office premises.  
14

15 Q. WHAT CONSIDERATIONS SHOULD BE GIVEN TO THE PLACEMENT  
16 OF THE COLLOCATION ARRANGEMENT IN SUCH A CONVERSION?  
17

18 A. First, an application for a conversion of virtual to physical collocation should  
19 be evaluated just as an application for physical collocation. Cageless  
20 collocation is a type of physical collocation and should be treated as such.  
21 Requests for in-place conversions should be evaluated on an individual case  
22 basis, and a set of criteria used to ensure consistency in evaluation. These  
23 conversions will be evaluated as to whether there are extenuating  
24 circumstances or technical reasons that would cause the arrangement to  
25 become a safety hazard within the premises or otherwise conflict with the

1 terms and conditions of the collocator's collocation agreement. Additionally,  
2 there can be no change to or conversion of the virtual arrangement that could  
3 cause the arrangement to be located in the area of the premises reserved for  
4 BellSouth's forecasted growth. The location of the virtual collocation  
5 arrangement must also be considered: the conversion of a virtual arrangement  
6 to a physical arrangement must not impact the ILEC's ability to secure its  
7 own facilities as granted by the FCC, as I stated earlier: "The incumbent LEC  
8 may take reasonable steps to protect its own equipment, such as enclosing the  
9 equipment in its own cage..." (FCC 99-48, Paragraph 42). Other  
10 considerations with respect to the placement of a collocation arrangement  
11 include cabling distances, the distances between related equipment, the  
12 grouping of equipment into families of equipment, the equipment's electrical  
13 grounding requirements, and future growth needs. BellSouth considers all  
14 these technical issues with the overall goal of making the most efficient use of  
15 available space to ensure that as many ALECs as possible are able to collocate  
16 in the space available.

17  
18 Q. DO YOU AGREE WITH MR. FALVEY'S STATEMENT (PAGE 6) THAT  
19 THE PRINCIPLE DISTINCTION BETWEEN A VIRTUAL AND  
20 PHYSICAL COLLOCATION IS THE ALEC'S RIGHT OF ACCESS TO  
21 THE EQUIPMENT?

22  
23 A. No. Mr. Falvey minimizes the distinguishing characteristics between virtual  
24 and physical collocation. As I discuss later in my testimony, virtual

1 collocation and cageless physical collocation are two separate service  
2 offerings that are provisioned in different ways.

3

4 **ISSUE 6: WHAT ARE THE APPROPRIATE RESPONSE AND**  
5 **IMPLEMENTATION INTERVALS FOR ALEC REQUESTS FOR CHANGES**  
6 **TO EXISTING COLLOCATION SPACE?**

7 Q. MS. CLOSZ (PAGES 12 - 13) STATES THAT ALECS' REQUESTED  
8 CHANGES TO EXISTING COLLOCATION SPACE WILL VARY. DOES  
9 THAT IMPACT THE RESPONSE AND IMPLEMENTATION  
10 INTERVALS?

11

12 A. Yes. Ms. Closz makes a valid point, in that the type of request makes a  
13 difference in the work required. This supports BellSouth's position that the  
14 ILEC must assess the requirements associated with each request. For  
15 example, the changes could impact the power or other infrastructure  
16 requirements. As stated in my direct testimony, it is appropriate that the  
17 requested changes to the ALEC's space should not require an implementation  
18 interval that exceeds 60 calendar days, under normal conditions.

19

20 Q. PLEASE RESPOND TO MR. MARTINEZ' STATEMENT ON PAGE 10  
21 WHERE HE STATES THAT MOST CHANGES MADE BY AN ALEC  
22 WITHIN ITS COLLOCATION SPACE DO NOT WARRANT  
23 IMPLEMENTATION INTERVALS OR ADDITIONAL APPLICATIONS  
24 OR APPLICATION FEES.

25

1 A. With his statement, Mr. Martinez makes an over-generalization regarding  
2 additions to or modifications of existing collocation arrangements. He cannot  
3 speak to the additions or modifications another ALEC may make to existing  
4 collocation arrangements. An addition or modification may result in the need  
5 for additional central office supporting infrastructure, such as upgrades in  
6 HVAC, power plant, or cable racking. The assessment of whether additions  
7 to these support items are needed must be made on a per-request basis by the  
8 ILEC. The ILEC incurs costs as a result of performing these assessments, and  
9 in turn recovers these costs through subsequent application fees.

10

11 **ISSUE 7: WHAT ARE THE RESPONSIBILITIES OF THE ILEC AND**  
12 **COLLOCATORS WHEN:**

13 a) **A COLLOCATOR SHARES SPACE WITH, OR SUBLEASES SPACE**  
14 **TO, ANOTHER COLLOCATOR;**

15 b) **A COLLOCATOR CROSS-CONNECTS WITH ANOTHER**  
16 **COLLOCATOR.**

17

18 Q. ON PAGE 13 OF MR. LEVY'S TESTIMONY, HE STATES THAT THERE  
19 IS NO TECHNICAL OR BUSINESS REASON THAT AN ILEC COULD  
20 NOT PROVIDE THE POWER AND TIE DOWNS, OR ANYTHING ELSE  
21 REQUESTED, TO THE SUBLESSEE AND BILL IT SEPARATELY. DO  
22 YOU AGREE?

23

24 A. No. The FCC states that, "A shared collocation cage is a caged collocation  
25 space shared by two or more competitive LECs pursuant to terms and

1 conditions agreed to by the competitive LECs.” (FCC 99-48, Paragraph 41)  
2 As such, BellSouth believes that it is entirely appropriate for the initial  
3 collocator (Host) to be the sole interface and responsible party to BellSouth  
4 for all collocation matters. All collocation space activity and fees should be  
5 the responsibility of the Host. However, BellSouth will interface directly with  
6 the party sharing the space (Guest) for the provisioning of its interconnection  
7 facilities and for the provisioning of access to unbundled network elements,  
8 pursuant to the following requirement: “In addition, if two or more  
9 competitive LECs who have interconnection agreements with an incumbent  
10 LEC utilize a shared collocation arrangement, the incumbent LEC must  
11 permit each competitive LEC to order UNEs to an provision service from that  
12 shared collocation space, regardless of which competitive LEC was the  
13 original collocator.” (FCC 99-48, Paragraph 41)  
14

15 Q. MR. WILLIAMS (PAGES 11 –12) PROVIDES ADDITIONAL  
16 GUIDELINES THAT SHOULD APPLY TO NEW SHARED  
17 COLLOCATION ARRANGEMENTS. PLEASE COMMENT.

18  
19 A. Mr. Williams seems to be stating that the any resident collocator should be  
20 able to submit requests for changes to the collocation space. He is not making  
21 any distinction between the Host and Guest. He further states on lines 16 – 19  
22 that any additional or extraordinary charges incurred should be billed directly  
23 to the requesting resident collocator. Again, BellSouth believes that the initial  
24 collocator (Host) should be the sole interface and responsible party to  
25 BellSouth for all collocation matters. To do otherwise would likely cause

1 administrative and billing errors. This arrangement should be no different than  
2 any other sublease arrangement where the host takes full responsibility for all  
3 issues surrounding the leased item.

4  
5 Q. MR. MARTINEZ (PAGES 12 – 14) CONTENDS THAT ALECS SHOULD  
6 BE ABLE TO PLACE CO-CARRIER CROSS-CONNECTS WITHOUT  
7 THE PAYMENT OF AN APPLICATION FEE. HOW DO YOU  
8 RESPOND?

9  
10 A. I disagree. When an ALEC requests a co-carrier cross-connect after the initial  
11 installation, a separate assessment of the available infrastructure (e.g., cable  
12 racking) available for such a cross-connection must be performed. Without  
13 such an assessment, the engineering or planning necessary for the installation  
14 of the cross-connect cannot be performed. The ALEC must submit an  
15 application and make payment of the appropriate fees to recover costs  
16 incurred by the ILEC for this assessment.

17  
18 **ISSUE 8: WHAT IS THE APPROPRIATE PROVISIONING INTERVAL FOR**  
19 **CAGELESS PHYSICAL COLLOCATION?**

20 Q. ON PAGE 15 OF MS. CLOSZ' TESTIMONY, SHE STATES THAT THE  
21 INTERVALS FOR CAGELESS PHYSICAL COLLOCATION SHOULD BE  
22 SHORTER. DO YOU AGREE?

23  
24 A. No. Space preparation and network infrastructure work must still be done.  
25 As I stated in my direct testimony, these are the controlling factors in the

1 overall provisioning interval. Just removing the requirement to construct a  
2 cage does not affect the overall provisioning interval.

3

4 Q. PLEASE RESPOND TO MR. NILSON'S (PAGE 9) POSITION THAT THE  
5 PROVISIONING INTERVAL FOR CAGELESS PHYSICAL  
6 COLLOCATION SHOULD MIRROR THAT OF VIRTUAL  
7 COLLOCATION.

8

9 A. The provisioning requirements for cageless physical collocation are not the  
10 same as virtual. Cageless collocation is "physical collocation that does not  
11 require the use of collocation cages" (FCC Advanced Services Order,  
12 Paragraph 38). Virtual collocation and physical collocation, cageless or  
13 otherwise, are two different services, provisioned in two separate ways. With  
14 virtual collocation, the ALEC does not have direct access to its collocated  
15 equipment. BellSouth leases the ALEC's equipment and assumes the  
16 responsibility to maintain it. Since BellSouth technicians work on virtual  
17 collocation equipment, it is typically placed within BellSouth's lineup to  
18 provide more efficient access to the equipment. With physical collocation,  
19 however, the ALEC performs its own maintenance activities and therefore  
20 requires access to its equipment. Since the Advanced Services Order states  
21 that, "The incumbent LEC may take reasonable steps to protect its own  
22 equipment, such as enclosing the equipment in its own cage," (paragraph 42)  
23 BellSouth typically places physical collocation arrangements outside of its  
24 lineup, in unused space. This unused space often requires space preparation  
25 and infrastructure construction activities before equipment may be placed

1           within it. Therefore, the provisioning activities for virtual and physical  
2           collocation are not the same, as Mr. Nilson suggests (Page 9). It is  
3           appropriate for BellSouth to commit to complete its construction and  
4           provisioning activities for cageless collocation as soon as possible but, at a  
5           maximum, within the intervals specified for physical collocation.

6

7           **ISSUE 13: IF SPACE IS AVAILABLE, SHOULD THE ILEC BE REQUIRED**  
8           **TO PROVIDE PRICE QUOTES TO AN ALEC PRIOR TO RECEIVING A**  
9           **FIRM ORDER FOR SPACE IN A CENTRAL OFFICE (CO)?**

10          **A) IF AN ILEC SHOULD PROVIDE PRICE QUOTES TO AN ALEC**  
11           **PRIOR TO RECEIVING A FIRM ORDER FROM THAT ALEC, WHEN**  
12           **SHOULD THE QUOTE BE PROVIDED?**

13          **B) IF AN ILEC SHOULD PROVIDE PRICE QUOTES TO AN ALEC**  
14           **PRIOR TO RECEIVING A FIRM ORDER FROM THAT ALEC,**  
15           **SHOULD THE QUOTE PROVIDE DETAILED COSTS?**

16

17          **Q.     PLEASE COMMENT ON THE STATEMENTS MADE IN THE**  
18           **TESTIMONY OF MR. MARTINEZ (PAGE 17) AND MS. STROW (PAGE**  
19           **14) REGARDING THE PROVISION OF FIRM PRICE QUOTES BY THE**  
20           **ILEC.**

21

22          **A.     Mr. Martinez states, “An ILEC should be required to provide a firm price**  
23           **quote as part of its initial response to an ALEC’s application for collocation”**  
24           **(Page 17). Ms. Strow states, “The ILEC should provide price quotes to the**  
25           **ALEC within thirty (30) days from the date of the application” (Page 14). As**

1           stated in my direct testimony (Pages 4 – 6), providing a cost estimate in  
2           response to an application is a complex endeavor. As such, BellSouth  
3           currently provides an estimate of the cost to implement physical collocation  
4           within 30 calendar days of receipt of the completed application and  
5           application fee. Where multiple applications are involved, BellSouth will  
6           commit to respond as quickly as possible, within the timeframes mentioned  
7           within its standard collocation agreement.

8  
9           **ISSUE 14: SHOULD AN ALEC HAVE THE OPTION TO PARTICIPATE IN**  
10          **THE DEVELOPMENT OF THE ILEC'S PRICE QUOTE, AND IF SO, WHAT**  
11          **TIME FRAME SHOULD APPLY?**

12          Q.       MR. MOSCARITOLO (PAGES 13 – 14) AND MR NILSON (PAGE 14)  
13                   STATE THAT ALECS SHOULD HAVE THE OPTION TO PARTICIPATE  
14                   IN THE DEVELOPMENT OF THE PRICE QUOTE. HOW DO YOU  
15                   RESPOND?

16  
17          A.       Mr. Moscaritolo states that the ILEC should be required to deliver to the  
18                   ALEC copies of all invoices relating to the preparation of the ALEC's  
19                   requested space to determine whether the ILEC's price quote is reasonable.  
20                   Mr. Nilson suggests that ALECs be allowed to subcontract the work in an  
21                   effort to impact the ILEC's price quote. As I stated in my direct testimony,  
22                   The ILEC's price estimate is an estimate of the cost of the work that will be  
23                   performed by the ILEC. As such, it is not reasonable for the ALEC to  
24                   participate in this estimate other than by providing detailed and accurate  
25                   information regarding the collocation arrangement it is requesting. ALEC

1 involvement in the price estimate is inappropriate, as it would be inefficient  
2 and perhaps slow the application response process.

3

4 **ISSUE 15: SHOULD AN ALEC BE PERMITTED TO HIRE AN ILEC**  
5 **CERTIFIED CONTRACTOR TO PERFORM SPACE PREPARATION,**  
6 **RACKING AND CABLING, AND POWER WORK?**

7 Q. MR. FALVEY (PAGE 11) AND MR. MARTINEZ (PAGE 17) STATE  
8 THAT ALECS SHOULD BE ABLE TO HIRE AN ILEC CERTIFIED  
9 CONTRACTOR TO PERFORM SPACE PREPARATION WORK. DO  
10 YOU AGREE?

11

12 A. No. As I stated in my direct testimony, BellSouth should perform all site  
13 readiness work that is outside of the ALEC's space, as well as, any work that  
14 could potentially affect BellSouth's and other ALECs' working equipment.  
15 This position is based on national property management industry-wide  
16 practices for building owners with multi-tenant occupancies. It is also based  
17 on concerns for safety, efficiency, and service reliability for all occupants of  
18 the building.

19

20 Q. MR. FALVEY STATES (PAGE 11) THAT AN ALEC SHOULD NOT BE  
21 REQUIRED TO UTILIZE AN ILEC-CERTIFIED VENDOR FOR  
22 INSTALLATION WORK. WHAT IS BELL SOUTH'S POSITION?

23

24 A. BellSouth requires the use of a BellSouth-certified vendor for the engineering  
25 and installation of equipment and facilities placed within a BellSouth central

1 office or upon a BellSouth property in an adjacent collocation arrangement.  
2 BellSouth adheres to this requirement itself and expects any other entity  
3 installing equipment and facilities within a BellSouth central office to do  
4 likewise. Moreover, the FCC Rule 51.323(j) states:

5 An incumbent LEC shall permit a collocating telecommunications  
6 carrier to subcontract the construction of physical collocation  
7 arrangements with contractors approved by the incumbent LEC,  
8 provided, however, that the incumbent LEC shall not unreasonably  
9 withhold approval of contractors. Approval by an incumbent LEC  
10 shall be based on the same criteria it uses in approving contractors for  
11 its own purposes.

12

13 Therefore, it is clear that under the Rule, the collocation arrangement must be  
14 performed by the contractor that is “approved by the incumbent LEC,” in  
15 other words, certified.

16

17 **Q. WHY IS THE USE OF A CERTIFIED VENDOR NECESSARY?**

18

19 **A. Use of a certified vendor is necessary to ensure compliance with technical,**  
20 **safety and quality standards. Failure to comply with the technical, safety and**  
21 **quality standards could not only result in non-performance, network failure, or**  
22 **network outage, but also hazardous conditions, including but not limited to**  
23 **electrocution or fire. BellSouth is responsible for assuring the operating**  
24 **environment of its own network, the public switched network, and that of**  
25 **other collocators. The intricacies associated with equipment engineering and**

1 installation are best managed through a process that ensures the consistent  
2 application of technical, safety and security practices. It is BellSouth's  
3 position that the vendor certification process is the appropriate mechanism to  
4 maintain these standards. BellSouth's use of the certified vendor process is in  
5 the public interest. It assures that the technicians performing critical wiring  
6 and electrical connections are competent to do so, thus protecting the integrity  
7 of the public switched network.

8  
9 **ISSUE 17: HOW SHOULD THE COSTS OF SECURITY ARRANGEMENTS,**  
10 **SITE PREPARATION, COLLOCATION SPACE REPORTS, AND OTHER**  
11 **COSTS NECESSARY TO THE PROVISIONING OF COLLOCATION**  
12 **SPACE, BE ALLOCATED BETWEEN MULTIPLE CARRIERS?**

13  
14 Q. PLEASE RESPOND TO MR. LEVY'S STATEMENT ON PAGE 20 THAT  
15 THESE COSTS SHOULD BE ENTIRELY PAID FOR BY THE ILEC.

16  
17 A. BellSouth adamantly disagrees with Mr. Levy. The FCC states: "We expect  
18 that state commissions will permit incumbent LECs to recover the costs of  
19 implementing these security measures from collocating carriers in a  
20 reasonable manner." (FCC 99-48, Paragraph 48). The FCC further states  
21 "We expect that state commissions will permit incumbent LECs to recover the  
22 costs of implementing these reporting measures from collocating carriers in a  
23 reasonable manner." (FCC 99-48, Paragraph 58). Therefore, the ALECs,  
24 which in this case are the cost causers, should bear such security and reporting  
25 costs.

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Q. MR. MARTINEZ (PAGE 20) STATES THAT ANY ALEC THAT MAY HAVE PAID FOR SECURITY SYSTEMS THAT ARE NOT REQUIRED OR PERMITTED UNDER THE ADVANCED SERVICES ORDER SHOULD BE REIMBURSED FOR THOSE COSTS. DO YOU AGREE?

A. No. Whatever the ALEC paid for in the past was appropriate based on the rules in effect and agreements made at that time.

**ISSUE 18: IF INSUFFICIENT SPACE IS AVAILABLE TO SATISFY THE COLLOCATION REQUEST, SHOULD THE ILEC BE REQUIRED TO ADVISE THE ALEC AS TO WHAT SPACE IS AVAILABLE?**

Q. MR MOSCARITOLO (PAGE 15) STATES THAT THE ILEC SHOULD NOTIFY THE ALEC IF ONLY A PORTION OF THE REQUESTED SPACE IS AVAILABLE, AND THEN PROCEED TO PROVISION SUCH SPACE WITHOUT DELAY. DO YOU AGREE?

A. BellSouth agrees in part. If insufficient space is available, BellSouth notifies ALECs as to what space is available. However, BellSouth will not proceed to provision such space without a firm order from the ALEC.

**ISSUE 19: IF AN ILEC HAS BEEN GRANTED A WAIVER FROM THE PHYSICAL COLLOCATION REQUIREMENTS FOR A PARTICULAR CO, AND THE ILEC LATER MAKES MODIFICATIONS THAT CREATE SPACE THAT WOULD BE APPROPRIATE FOR COLLOCATION, WHEN**

1 **SHOULD THE ILEC BE REQUIRED TO INFORM THE COMMISSION AND**  
2 **ANY REQUESTING ALECS OF THE AVAILABILITY OF SPACE IN THAT**  
3 **OFFICE?**

4

5 Q. PLEASE RESPOND TO MR. LEVY'S STATEMENT ON PAGE 22 THAT  
6 NOTIFICATION SHOULD OCCUR AT LEAST THREE MONTHS  
7 BEFORE THE ADDITIONAL SPACE IS READY FOR ALEC  
8 OCCUPANCY.

9

10 A. At this time, BellSouth cannot commit to making a notification at least three  
11 months prior to space availability. Given the current level of collocation  
12 activity, it is not reasonable to require ILECs to estimate what space will be  
13 made available by modifications to be made over three months in the future  
14 with the degree of accuracy necessary to support collocation requests.  
15 BellSouth notifies ALECs and the Commission that additional space will  
16 become available a maximum of 60 days prior to the space available date.

17

18 Q. DOES THIS CONCLUDE YOUR REBUTTAL TESTIMONY?

19

20 A. Yes.

21

22

23

24

25