

**BEFORE THE
FLORIDA PUBLIC SERVICE COMMISSION**

In Re: Petition by Sprint Communications)
Company Limited Partnership for)
Arbitration with Verizon Florida Inc.)
Pursuant to Section 251/252 of the)
Telecommunications Act of 1996.)

DOCKET NO. 010795-TP

**DIRECT TESTIMONY OF
JOHN RIES
ON BEHALF OF
VERIZON FLORIDA INC.**

SUBJECT: ISSUES NO. 12 AND 15

OCTOBER 23, 2001

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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.

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

14

15 **Q. HAVE YOU PREVIOUSLY TESTIFIED BEFORE ANY STATE OR**
16 **FEDERAL REGULATORY COMMISSIONS?**

17 A. Yes, I have testified on collocation issues in California, Florida, Hawaii,
18 Illinois, Missouri, Nebraska, New Mexico, North Carolina, Texas,
19 Washington, and Wisconsin.

20

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

22 A. The purpose of my testimony is to provide Verizon's position on
23 collocation terms and conditions that are under dispute with Sprint.
24 The disputed terms and conditions are identified in issues 12 and 15.

25

1 **ISSUE 12: INCORPORATING TARIFF PROVISIONS**

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3 **Q. SPRINT HAS OPPOSED VERIZON'S CONTRACT LANGUAGE**
4 **INCORPORATING FUTURE TARIFF REVISIONS INTO THE**
5 **INTERCONNECTION AGREEMENT. WHY IS SUCH LANGUAGE**
6 **APPROPRIATE?**

7

8 A. Tariffs are not necessarily static. If the interconnection agreement
9 references a tariff, it should be understood that the tariff terms may
10 change from time to time. Incorporation of future tariff changes is
11 important to streamline interconnection agreements and ensure
12 nondiscriminatory treatment of all CLECs. Because CLECs can pick
13 and choose from, or opt into, each other's interconnection agreements,
14 it is to all parties' benefit for Verizon to remain consistent and uniform
15 in its provisioning of products and services. In fact, CLECs in this
16 Commission's generic collocation proceeding supported tariffs
17 precisely because they offer uniformity and predictability. See Petition
18 of Competitive Carriers for Commission Action to Support Local
19 Competition in BellSouth Telecomm. Inc's Service Territory, etc., Order
20 No. PSC-00-0941-FOF-TP, at 11-12 (May 11, 2000).

21

22 Verizon's language, moreover, is fair to all CLECs, including Sprint,
23 because it prevents arbitrage opportunities that might otherwise arise
24 from tariff changes from time to time. For example, if rates decrease,
25 Sprint would receive the benefit of the lower tariffed rate because

1 Verizon cannot keep Sprint from purchasing out of a Commission-
2 approved tariff, even if Sprint agreed to a higher rate in its
3 interconnection agreement. If the rates were to increase, however,
4 Sprint proposes to bind Verizon to the rates in the interconnection
5 agreement. Put another way, Sprint wants to have its cake and eat it,
6 too. Verizon's position prevents Sprint from creating for itself alone
7 this collocation price arbitrage opportunity.

8
9 **Q. SPRINT SUGGESTS THAT SUCH A PROVISION WOULD DENY IT**
10 **THE OPPORTUNITY TO REVIEW AND CHALLENGE THE**
11 **CHANGES. WHAT IS VERIZON'S RESPONSE?**

12 A. Sprint's suggestion is unfounded. There is nothing "unilateral" about a
13 tariff filing. All of Verizon's tariffs are publicly filed with the
14 Commission; Sprint and all other CLECs may review these filings. If
15 Sprint wishes to take issue with a tariff provision, it may file a protest of
16 that provision.

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18 **ISSUE 15: SPRINT'S OBLIGATION TO PROVIDE COLLOCATION**

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20 **Q. DOES SPRINT HAVE AN OBLIGATION TO PROVIDE VERIZON**
21 **WITH COLLOCATION PURSUANT TO SECTION 251 OF THE**
22 **TELECOMMUNICATIONS ACT OF 1996?**

23 A. Yes. Section 251(a) of the Act imposes a duty on all
24 telecommunications carriers to "interconnect directly or indirectly with
25 the facilities and equipment of other telecommunications carriers."

1 Verizon is seeking collocation as a reasonable means to achieve such
2 interconnection. Absent an option to collocate, Verizon would be
3 forced to purchase transport to deliver traffic to Sprint's interconnection
4 points. Therefore, Verizon should be given the option of terminating
5 traffic using its own facilities via a collocation arrangement as a means
6 of providing efficient interconnection.

7
8 Sprint is a monopoly provider of access to its network, so Verizon
9 should have the same options to establish interconnection points as it
10 affords to Sprint. This is a common-sense approach to interconnection.
11 It allows Verizon to make an economically efficient choice between
12 collocating to interconnect with Sprint or purchasing transport to
13 interconnect with Sprint. Otherwise, not only could Sprint force
14 Verizon to haul local traffic over great distances to a distant point of
15 interconnection, but it could also force Verizon to hire Sprint as
16 Verizon's transport vendor. Consistent with the goals of the Act,
17 Verizon must be permitted to collocate its facilities with Sprint's, so
18 that Verizon can self-provision network elements in the most efficient
19 and cost-effective manner.

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21 **Q. DOES THIS CONCLUDE YOUR TESTIMONY?**

22 **A. Yes.**

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