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January 21, 2003

ORIGINAL

Ms. Blanca S. Bayó, Director
Division of the Commission Clerk
& Administrative Services
Florida Public Service Commission
2540 Shumard Oak Boulevard
Tallahassee, Florida 32399-0850

Re: Docket Nos. 981834-TP & 990321-TP Rebuttal Testimony of Edward Fox and Jimmy R. Davis

Dear Ms. Bayó:

Enclosed for filing is the original and fifteen (15) copies of the Rebuttal Testimony of :

1. Edward Fox - 00637-03
2. Jimmy R. Davis - 00638-03

Copies of this have been served pursuant to the attached Certificate of Service.

Please acknowledge receipt and filing of the above by stamping the duplicate copy of this letter and returning the same to this writer.

Thank you for your assistance in this matter.

Sincerely,

Susan S. Masterton

Susan S. Masterton

Enclosure

AUS
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CMP L. Fallwood
COM orig+5
CTR
ECR
GCL 1
OPC
MMS
SEC 1
OTH

CERTIFICATE OF SERVICE
DOCKET NO. 981834-TP & 990321-TP

I HEREBY CERTIFY that a true and correct copy of the foregoing was served by U.S. Mail or Hand Delivery* this 21st day of January, 2003 to the following:

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Susan S. Masterton

BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

REBUTTAL TESTIMONY OF

JIMMY R. DAVIS

Q. Please state your name, place of employment, and business address.

A. My name is Jimmy R. Davis. I am employed by Sprint/United Management Company as a Senior Manager – Network Costing at 6450 Sprint Parkway, Overland Park, Kansas 66251. I am testifying on behalf of Sprint-Florida, Incorporated and Sprint Communications Company Limited Partnership (hereafter collectively referred to as "Sprint" or the "Company").

Q. Are you the same Jimmy Davis who previously filed direct testimony in this case?

A. Yes.

Q. What is the purpose of your rebuttal testimony?

A. I will respond to the direct testimony of AT&T witness Mr. Jeffrey A. King in a number of key areas. Specifically, my testimony deals with Mr. King's comments regarding issues 1A, 1B, 1C, 6B, and 6C as identified on Attachment A of this Commission's Procedural Order dated November 4, 2002. I will also respond to the direct testimony of BellSouth witness Mr. W. Keith Milner regarding issue 6A. Sprint witness Mr. Ed Fox will respond to AT&T witness Mr. King's comments regarding issues 2A – 2D, 3, and 8.

ISSUE 1A. WHEN SHOULD AN ALEC BE REQUIRED TO REMIT PAYMENT FOR NON-RECURRING CHARGES FOR COLLOCATION SPACE?

Q. Please explain AT&T's position on when Non-Recurring charges (NRCs) should be remitted to the ILEC.

A. According to Mr. King (page 4 lines 6-19), AT&T separates NRCs into three categories: (1) Application Fee (for the application process), (2) Space Preparation – Firm Order Processing (to cover the collocation 'floor' space) and (3) Other (to cover all other elements including power and cross connect cabling).

Q. When does AT&T say the ALEC should pay the NRC for the application?

A. According to Mr. King's direct testimony, AT&T believes the "applicable non-recurring Application Fee should be **billed** within a 30-day billing cycle of the date in which the ILEC notifies the ALEC of space availability" (King Direct page 4 lines 9-12 emphasis added). Mr. King does not comment on when the application NRC should actually be paid, so the implication is that AT&T expects additional time before remitting payment. In addition, Mr. King states that the ALEC should be **billed** when notified that space is available. It appears that AT&T does not expect to be billed if it is determined that space is not available.

Q. Will AT&T's position on remitting payment to the ILEC for the application NRC adequately compensate Sprint for its cost?

A. No. The application process involves planners and engineers reviewing the application to determine if their requested collocation can be accommodated. This includes: application processing, floor space review/assignment, DC power capacity analysis, cross-connect infrastructure (e.g. main distribution frame) review/assignment, entrance infrastructure capacity review/selection, price quote preparation, etc. This analysis involves several hours of research and administrative work for which the ILEC should always be compensated.

Q. When should the NRCs for the application process be paid?

A. Sprint requires payment for the application NRC up-front, prior to beginning the research driven by the ALEC's application. Receiving payment up front is essential to ensure that the ALEC's intentions are sincere while compensating the ILEC for its incurred cost.

Q. How does the issue of "space availability" affect Sprint's application process?

A. Sprint maintains a list of closed (central) offices on our web site (www.sprint.com/regulatory). An ALEC should consult the list prior to submitting an application. Even though a Sprint office is not on the "closed" list, it doesn't mean that we will be able to meet the ALEC's specific needs. The ALEC may be asking for more space than what is available. Meanwhile, Sprint has incurred the costs for the processing the application as explained above and should be compensated.

Q. When does AT&T say the ALEC should pay the non-recurring charges for cable runs associated with DC power and cross-connects?

A. According to Mr. King's direct testimony, AT&T includes cable installations in the category of "Other" (page 4 lines 16-17) and states that they "are **billed** within a 30-day billing cycle of the date that the ALEC has accepted the requested collocation UNE" (page 4 lines 16-18, emphasis added). Again, Mr. King does not comment on when the application NRC should actually be paid. Mr. King goes on to imply that accepting the collocation space occurs only after the ALEC has "tested and interconnected its facilities to the ILEC" (page 4 lines 18-19).

Q. Will AT&T's position on remitting payment to the ILEC for the cable installations NRCs adequately compensate Sprint for its cost?

A. No. In fact AT&T's position falls woefully short of adequately compensating Sprint. First of all, as covered in Sprint witness Mr. Ed Fox's Direct Testimony on page 4 lines 9-16, Sprint incurs cost immediately for material and labor associated with preparing the collocation requested by the ALEC. The immediate material costs referenced by Mr. Fox includes power and cross connect cables, cable racking, etc., while the immediate labor cost includes work authorization administration, site design, material ordering and material handling. These immediate costs are closely followed by the installation labor necessary to build the associated collocation element(s). If collocation NRCs are not fully paid in a timely manner, Sprint will also incur carrying costs (including cost of money) associated with funds spent in the process of building

the collocation elements. In other words, Sprint funds will be held up in until the NRCs are paid.

Q. When should the NRCs for ALL collocation elements including DC power cables and cross-connect cables be paid?

A. As covered in on page 4 of Sprint witness Ed Fox's Direct Testimony, "the ALEC should be required to remit 50% of the nonrecurring charges at the time of the firm order is placed and 50% upon acceptance of the collocation arrangement" (page 4 lines 3-4). This includes the NRCs for all collocation elements. Mr. Fox draws a comparison to the construction industry where is it common practice "to require partial payment of construction costs up front" (page 4 lines 12-13). Mr. Fox also mentions a risk factor due to requesting carriers "varying degrees of financial stability" (page 4 lines 14-15).

Q. Does Sprint agree with AT&T that accepting the collocation space occurs only after the ALEC has "tested and interconnected its facilities to the ILEC" (King Direct, page 4 lines 18-19).

A. No. As covered in Sprint witness Ed Fox's testimony (page 5 lines 8-19) the acceptance process takes place once Sprint has completed the construction of the collocation (which encompasses all collocation elements). Mr. Fox's testimony also covers the timeframes for accepting completed collocations. Requiring the ALEC pay for collocation elements upon completion is consistent with how Sprint incurs the cost of building the collocation elements.

ISSUE 1B. WHEN SHOULD BILLING OF MONTHLY RECURRING CHARGES (MRCs) BEGIN?

Q. According to AT&T witness Mr. King, AT&T advocates that MRCs for elements like floor space, security cage, etc., should start upon acceptance of the collocation while MRCs for the remaining elements should not start until the ALEC has installed, tested and interconnected its equipment. Does this approach of staggered MRCs adequately compensate Sprint for its costs?

A. No. The provisioning intervals that an ILEC is held to encompass all the elements of collocation including floor space, security cage, DC power cable, DC power amperage, interconnection cables, etc. The ILEC is expected to complete all aspects of a collocation before declaring the collocation complete. In doing so, the ILEC has incurred costs which include but are not limited to work order administration, engineering labor, material, installation labor, and carrying cost (including: cost of money, depreciation, property tax, maintenance, etc) for it's investment in all collocation elements. These carrying costs are built into the collocation element MRCs and should be covered by the ALEC once the construction of collocation elements is complete. Any delay in payment for collocation elements upon completion puts an undue burden on the ILEC.

ISSUE 1C. WHAT CANCELLATION CHARGES SHOULD APPLY IF AN ALEC CANCELS ITS REQUEST FOR COLLOCATION SPACE?

Q. In his direct testimony on page 5 lines 16-18, AT&T witness Mr. King states that "if the ALEC cancels its request for collocation space within 20 days after the application has been submitted to the ILEC, the application fees should be fully refundable to the ALEC". Does this view compensate Sprint for its cost?

A. No. As previously stated under issue 1A, the application process involves several hours of work by planners and engineers for application processing, floor space review/assignment, DC power capacity analysis, cross-connect infrastructure (e.g., main distribution frame) review/assignment, entrance infrastructure capacity review/selection, price quote preparation, etc. Due to tight time intervals, these costs are incurred immediately and the ILEC is entitled to compensation to recover them.

Q. In his direct testimony (page 5 line 18 – page 6 line 2), Mr. King implies that the ILEC receives a "benefit" from having available "a ready made collocation space that it can use to supply the next ALEC that orders space". Is this implication correct?

A. No. Mr. King's assertions are wrong on two fronts. First of all, numerous ALECs have gone out of business in Florida as well as throughout Sprint's local operations nationwide. I have seen significant numbers of complete collocations in Sprint buildings, which have never been occupied by the ALEC for which they were intended or by any other ALEC. I am familiar with collocations that have been vacated by ALECs, which have remained open for several months. The rate of collocation applications has fallen off substantially when compared to collocation application rates of just two to three years ago. Secondly, collocation is not a "one

size fits all" offering. When Sprint refers to "collocation space", we mean the entire collocation site including all the elements involved. Assets like cross-connect cables and DC power cables are designed and built to meet a specific ALEC's needs. Should an ALEC cancel its collocation request after their space is complete, the ILEC will likely have to remove, redesign and rebuild the interconnection and DC power infrastructure for any future collocation request. Only the floor space (square footage) is generic enough to anticipate reuse by a future ALEC without modification.

ISSUE 6A. SHOULD AN ILEC'S PER AMPERE (AMP) RATE FOR THE PROVISIONING OF DC POWER TO AN ALEC'S COLLOCATION SPACE APPLY TO AMPS USED OR FUSED CAPACITY?

Q. After his discussion on the merits of fused amp billing for DC power, BellSouth witness Milner concludes (Direct page 12, lines 15-16) that "...the ALEC is not paying for any more power capacity that what the equipment requires." Does Sprint agree with this statement?

A. No. As is illustrated on exhibit JRD1, under fused amp billing, the ALEC will be overcharged for power the overwhelming majority of the time. Starting with page 15 of his direct testimony, Mr. Milner attempts to explain the neutrality of fused amp billing by using an illustration (page 15, line 17 ff) of a desired load of 40 amps. Mr. Milner explains that the 40-amp load would be fused at 60 amps (1.5 * 40). Then Mr. Milner explains that based on a fused amp rate of $7.80, the ALEC would be charged $468.00 per month for DC power. Then Mr. Milner implies that if load amp billing were used, a rate of $11.70 ($7.80 * 1.5) would be used instead, and the ALEC would

still pay $468.00 per month ($11.70 *40) for DC power. As can be seen from Exhibit JRD1, rate neutrality will only be achieved when the ALEC needs load amps of 10, 20, 30, 40, 60 amps, etc. For all other desired loads, the ALEC will be overcharged. This happens because available fuses (shown in column C of Exhibit JRD1) do not match up with the minimum protection needed (column B) for the desired load (column A).

Q. Using Exhibit JRD-1, please provide an example of where the ALEC would be overcharged.

A. Let's say the ALEC requested 48 load amps based on the needs of their equipment (see corresponding value in column A on exhibit JRD-1). BellSouth would multiply 48 times 1.5 to arrive at 72 amps (column B) which is the amount of protection needed (Milner direct page 12, lines 1-6). Since fuses come in standard sizes, BellSouth would have to move up to an 80-amp fuse (column C). This would make the monthly billing for DC power (column D) $624.00 per month ($7.80 * 80). If DC power billing were based on the equivalent load amp rate of $11.70 (column E), the ALECs monthly rate for DC power would only be $561.60 ($11.70 * 48). Therefore in this example (which is only 8 amps more than Mr. Milner's example), the ALEC would be overcharged $ 62.40 per month (column F). In the end, BellSouth would be charging the ALEC for 53.33 amps (80 amps divided by 1.5) verses the 48 amps desired, which refutes Mr. Milner's claim of neutrality.

Q. How could this overcharging for DC power be addressed?

A. In Mr. Milner's direct (page 12, lines 6-9), he states that "For purposes of billing, the recurring power rate assessed by BellSouth includes a 0.6667 multiplier ...". Based on this comment, it appears that BellSouth arrives at a load amp rate in their DC power rate calculations just prior to determining their fused amp rate. To avoid the overcharging illustrated above, BellSouth could simply apply the load amp rate they are apparently already developing to the amps ordered by the ALEC.

ISSUE 6B. IF POWER IS CHARGED ON A PER-AMP-USED BASIS OR ON A FUSED CAPACITY BASIS, HOW SHOULD THE CHARGE BE CALCULATED AND APPLIED?

Q. On page 9, lines 19-21 of his direct testimony, AT&T witness King recommends "metering" as a means to capture the actual DC power usage of on ALEC. Does Sprint agree with this recommendation?

A. No. As covered in my direct testimony on page 8, lines 3-6, Sprint does not meter its own DC power usage. Metering DC power usage for the ALECs would involve adding costly metering equipment along with adding processes for reading usage and billing accordingly. All the costs associated with metering would be passed on to the ALECs in the form of a higher DC power consumption rate.

Q. What is Sprint's preferred way of billing for actual DC Power usage?

A. As covered on page 7 line 23 through page 8 line 3 of my direct testimony, the most feasible method of billing for DC power consumption is to bill based on the amount of

power the ALEC orders. This is equivalent to AT&T's alternative recommendation of using the "List 1 Drain of the installed equipment provided by the equipment vendors" (Mr. King's direct, page 9 line 19 through page 10 line 6). The ALEC could/should use the vendor provided List 1 drain to determine how much DC power to order.

ISSUE 6C. WHEN SHOULD AN ILEC BE ALLOWED TO BEGIN BILLING AN ALEC FOR POWER?

Q. On page 11 lines 3-9 of his direct testimony, Mr. King suggests that DC power should not be billed to the ALEC until the ALEC installs and activates it equipment. Will this approach adequately compensate Sprint for its costs?

A. No. As with other collocation elements, the collocation completion intervals ILECs are held to include making provisions for supplying DC power. This involves providing capacity from the ILEC's DC power plant. The DC power plant consists of rectifiers, batteries, power distribution boards, power cabling, emergency back up generators and the like. These assets represent a substantial investment for which the ILEC incurs carrying costs (including: cost of money, depreciation, property tax, maintenance, etc). These carrying costs are built into the DC power consumption rate and should be shared by the ALEC once collocation provisions are made. If AT&T's positions regarding remittance of NRCs and MRCs were to be adopted, ALECs could delay payment by delaying the installation of their equipment. Requiring ALECs to remit NRCs and MRCs once collocation elements are available is necessary to adequately compensate Sprint for its costs.

Q. Does this conclude your rebuttal testimony?

A. Yes.

Analysis of BellSouth's Fuse Amp Billing Verses Load Amp Billing

Fuse amp rate from BellSouth testimony (Milner Direct page 15 line 21)	$	7.80
Load amp rate from BellSouth testimony (Milner Direct page 15 line 24)	$	11.70

Desired Load	Load Times 1.5 to Determine Protection	Available Fuse Size	Charges Based On Fuse Amp Billing	Charges IF Based On Load Amp Billing	Overcharge If Fused Amp Billing Used
A	B=A*1.5	C	D=C*$7.80	E=A*$11.70	F=D-E
5	7.50	10	$ 78.00	$ 58.50	$ 19.50
6	9.00	10	$ 78.00	$ 70.20	$ 7.80
7	10.50	15	$ 117.00	$ 81.90	$ 35.10
8	12.00	15	$ 117.00	$ 93.60	$ 23.40
9	13.50	15	$ 117.00	$ 105.30	$ 11.70
10	15.00	15	$ 117.00	$ 117.00	$ -
11	16.50	20	$ 156.00	$ 128.70	$ 27.30
12	18.00	20	$ 156.00	$ 140.40	$ 15.60
13	19.50	20	$ 156.00	$ 152.10	$ 3.90
14	21.00	25	$ 195.00	$ 163.80	$ 31.20
15	22.50	25	$ 195.00	$ 175.50	$ 19.50
16	24.00	25	$ 195.00	$ 187.20	$ 7.80
17	25.50	30	$ 234.00	$ 198.90	$ 35.10
18	27.00	30	$ 234.00	$ 210.60	$ 23.40
19	28.50	30	$ 234.00	$ 222.30	$ 11.70
20	30.00	30	$ 234.00	$ 234.00	$ -
21	31.50	35	$ 273.00	$ 245.70	$ 27.30
22	33.00	35	$ 273.00	$ 257.40	$ 15.60
23	34.50	35	$ 273.00	$ 269.10	$ 3.90
24	36.00	40	$ 312.00	$ 280.80	$ 31.20
25	37.50	40	$ 312.00	$ 292.50	$ 19.50
26	39.00	40	$ 312.00	$ 304.20	$ 7.80
27	40.50	45	$ 351.00	$ 315.90	$ 35.10
28	42.00	45	$ 351.00	$ 327.60	$ 23.40
29	43.50	45	$ 351.00	$ 339.30	$ 11.70
30	45.00	45	$ 351.00	$ 351.00	$ -
31	46.50	50	$ 390.00	$ 362.70	$ 27.30
32	48.00	50	$ 390.00	$ 374.40	$ 15.60
33	49.50	50	$ 390.00	$ 386.10	$ 3.90
34	51.00	55	$ 429.00	$ 397.80	$ 31.20
35	52.50	55	$ 429.00	$ 409.50	$ 19.50
36	54.00	55	$ 429.00	$ 421.20	$ 7.80
37	55.50	60	$ 468.00	$ 432.90	$ 35.10
38	57.00	60	$ 468.00	$ 444.60	$ 23.40
39	58.50	60	$ 468.00	$ 456.30	$ 11.70
40	60.00	60	$ 468.00	$ 468.00	$ -
41	61.50	65	$ 507.00	$ 479.70	$ 27.30

Analysis of BellSouth's Fuse Amp Billing Verses Load Amp Billing

Fuse amp rate from BellSouth testimony (Milner Direct page 15 line 21)	$ 7.80
Load amp rate from BellSouth testimony (Milner Direct page 15 line 24)	$ 11.70

Desired Load	Load Times 1.5 to Determine Protection	Available Fuse Size	Charges Based On Fuse Amp Billing	Charges IF Based On Load Amp Billing	Overcharge If Fused Amp Billing Used
A	B=A*1.5	C	D=C*$7.80	E=A*$11.70	F=D-E
42	63.00	65	$ 507.00	$ 491.40	$ 15.60
43	64.50	65	$ 507.00	$ 503.10	$ 3.90
44	66.00	70	$ 546.00	$ 514.80	$ 31.20
45	67.50	70	$ 546.00	$ 526.50	$ 19.50
46	69.00	70	$ 546.00	$ 538.20	$ 7.80
47	70.50	80	$ 624.00	$ 549.90	$ 74.10
48	72.00	80	$ 624.00	$ 561.60	$ 62.40
49	73.50	80	$ 624.00	$ 573.30	$ 50.70
50	75.00	80	$ 624.00	$ 585.00	$ 39.00
51	76.50	80	$ 624.00	$ 596.70	$ 27.30
52	78.00	80	$ 624.00	$ 608.40	$ 15.60
53	79.50	80	$ 624.00	$ 620.10	$ 3.90
54	81.00	90	$ 702.00	$ 631.80	$ 70.20
55	82.50	90	$ 702.00	$ 643.50	$ 58.50
56	84.00	90	$ 702.00	$ 655.20	$ 46.80
57	85.50	90	$ 702.00	$ 666.90	$ 35.10
58	87.00	90	$ 702.00	$ 678.60	$ 23.40
59	88.50	90	$ 702.00	$ 690.30	$ 11.70
60	90.00	90	$ 702.00	$ 702.00	$ -
61	91.50	100	$ 780.00	$ 713.70	$ 66.30
62	93.00	100	$ 780.00	$ 725.40	$ 54.60
63	94.50	100	$ 780.00	$ 737.10	$ 42.90
64	96.00	100	$ 780.00	$ 748.80	$ 31.20
65	97.50	100	$ 780.00	$ 760.50	$ 19.50
66	99.00	100	$ 780.00	$ 772.20	$ 7.80