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August 2, 1999

VIA HAND-DELIVERY

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Re: Docket Number 990691-TP
Testimony re: ICG Telecom Group, Inc.

Dear Ms. Bayo:

Enclosed for filing and distribution are the original and fifteen photocopies of the following Testimony on behalf of ICG Telecom Group, Inc.:

- ▶ Testimony of Philip W. Jenkins; 09088-99
- ▶ Testimony of Bruce Holdridge (with exhibit);
- ▶ Testimony of Karen Notsund (with exhibits);
- ▶ Testimony of Cindy Z. Schonhaut; and
- ▶ Testimony of Michael Starkey (with exhibits).

Please acknowledge receipt of the above on the extra copy enclosed herein and return it to me in the stamped envelope provided. Thank you for your assistance.

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Yours truly,

Joe A. McGlothlin
Joseph A. McGlothlin

JAM/jk
enc.
cc/enc: ICG Group

ORIGINAL

BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

In the Matter of:)
)
Petition by ICG TELECOM GROUP, INC.)
for Arbitration of an Interconnection)
Agreement with BELLSOUTH)
TELECOMMUNICATIONS, INC. Pursuant to)
Section 252(b) of the Telecommunications)
Act of 1996.)

Docket No. 990691-TP

Filed: August 2, 1999

DIRECT TESTIMONY

OF

PHILIP W. JENKINS

ON BEHALF OF

ICG TELECOM GROUP, INC.

DOCUMENT NUMBER-DATE

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2 **DIRECT TESTIMONY OF PHILIP W. JENKINS**

3 **ON BEHALF OF ICG TELECOM GROUP, INC.**

4 **DOCKET NO. 990691-TP**

5 **Q. PLEASE STATE YOUR NAME, BUSINESS ADDRESS, AND POSITION**
6 **WITH ICG TELECOM GROUP, INC. ("ICG").**

7 A. My name is Philip W. Jenkins. I have been employed by ICG as the Senior
8 Director of Engineering and Operations for the Southeast Region since August 1997.
9 My business address is 50 Glenlake Parkway, Suite 500, Atlanta, Georgia.

10 **Q. PLEASE GIVE A BRIEF DESCRIPTION OF YOUR BACKGROUND AND**
11 **PROFESSIONAL EXPERIENCE.**

12 A. I have worked in the telecommunications industry for over twenty years. Prior
13 to becoming Senior Director of Engineering and Operations for ICG, I was the
14 director of Network Engineering for Time Warner Communications of Tennessee
15 from 1993 through 1997. From 1991 to 1993, I was a professional engineer for the
16 telecommunications division of the Public Service Company for the State of
17 Wisconsin. During the period of 1977 to 1991, I worked in an engineering capacity
18 for all of the following entities: NorLight, Communication Transmission, Inc., Davis
19 & Associates Consultants, and Rockwell-Collins. Previous to 1977, I was a
20 technician for Heath/Schlumberger Electronics and served in the U.S. Navy.

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

22 A. The purpose of my testimony is to describe the collocation and forecasting

1 needs of ICG.

2 **Q. PLEASE DESCRIBE ICG'S OPERATIONS IN THE BELLSOUTH STATES**
3 **WHERE ICG OPERATES.**

4 A. In BellSouth states, ICG is a facilities-based competitive local exchange
5 carrier ("ALEC") certified by the Commissions in Alabama, Florida, Georgia,
6 Kentucky, North Carolina, and Tennessee. ICG maintains operational networks in
7 the cities of Charlotte, Atlanta, Birmingham, Louisville, and Nashville. ICG is in the
8 process of establishing an operational network in Miami, Florida.

9 ICG has one or more Lucent 5ESS switches in each of the cities in which it
10 maintains an operational network. Prior to federal and state legislation permitting
11 local exchange competition, ICG offered exchange access in some of these cities as
12 a competitive access provider.

13 **Q. IS ICG COLLOCATED IN ANY BELLSOUTH CENTRAL OFFICES IN THE**
14 **ABOVE DISCUSSED CITIES?**

15 A. Yes. ICG is virtually collocated in each of these states, except Florida. ICG
16 intends to collocate with BellSouth in Miami as soon as ICG's network is established
17 in that city. ICG plans to physically collocate with BellSouth in each of these states
18 in the near future.

19 **Q. WHY ARE COLLOCATION ISSUES A SUBJECT OF THIS ARBITRATION?**

20 A. Collocation is an integral part of interconnection between carriers. As has
21 been apparent since the Telecommunications Act of 1996 ("1996 Act") was enacted,
22 the promise of competition would be severely curtailed without the collocation of

1 ALEC equipment in BellSouth's central office on efficient and non-restrictive terms.
2 Today, collocation is essential to the development and deployment of innovative new
3 technologies necessary to meet the ever-increasing demand for high-speed,
4 high-capacity advanced services.

5 **Q. WHAT COLLOCATION ISSUES DOES ICG BELIEVE THE COMMISSION**
6 **MUST ADDRESS IN THIS PROCEEDING?**

7 A. The collocation issues before this Commission concerns whether or not
8 BellSouth is providing collocation to ICG with rates, terms, and conditions that are
9 consistent with the Communications Act of 1934, as amended by the 1996 Act
10 (together "the Act"). Section 251(c)(6) of the Act requires incumbent LECs to
11 "provide, on rates terms and conditions that are just, reasonable, and
12 nondiscriminatory, for physical collocation of equipment necessary for
13 interconnection or access to unbundled network elements at the premises of the local
14 exchange carrier..." (47 U.S.C. Section 251(c)(6).) It is ICG's position that BellSouth
15 has failed to comply with the Act in that regard.

16 **Q. WHAT POSITIONS DID THE PARTIES TAKE DURING THE NEGOTIATIONS**
17 **WITH RESPECT TO COLLOCATION ISSUES?**

18 A. ICG's position in the negotiations was, and continues to be, that BellSouth
19 must comply with the collocation policies and rules set forth in the Federal
20 Communications Commission's (FCC's) recent *Advanced Wireline Service Order*,
21 released on March 31, 1999. Although BellSouth indicated that it would likely
22 observe the FCC's order, BellSouth did not provide ICG with new language

1 encompassing the policies and rules set forth in the Advanced Wireline Service
2 Order. In my view, some of the requirements included in BellSouth's draft
3 agreement, as well as positions taken in the negotiations, may conflict with the FCC's
4 recent order.

5 **Q. HOW DO ICG AND BELLSOUTH DIFFER ON COLLOCATION?**

6 A. The differences in the positions between ICG and BellSouth primarily concern
7 ICG's ability to use the space as efficiently as possible. ICG is also concerned that
8 it have access to its collocation space without having to incur charges for security
9 escorts.

10 **Q. HOW DOES BELLSOUTH UNDULY RESTRICT USE OF THE PREMISES**
11 **WHERE ICG SEEKS TO COLLOCATE ITS EQUIPMENT?**

12 A. ICG's primary concern about access to its collocation space on BellSouth's
13 premises is the requirement that only "certified vendors" install or maintain equipment
14 within ICG's collocation space. This means that ICG must incur the cost of hiring a
15 certified vendor to work on ICG's own equipment in ICG's own collocation space.
16 Although BellSouth would permit ICG to become a "certified vendor," ICG objects to
17 the burdensome and possibly anticompetitive process with which ICG must comply
18 to achieve that objective. To become a certified vendor, an ICG employee would be
19 required to go through all of the following steps: (1) business viability evaluation;
20 (2) preliminary staff evaluation; (3) general services contract; (4) quality assurance;
21 (5) field trials; (6) certification; (7) change in supplier status. In addition, there is a
22 variety of paperwork that must be completed for each certified vendor candidate.

1 **Q. WHY IS BELLSOUTH'S "CERTIFIED VENDOR" PROCEDURE**
2 **UNNECESSARY?**

3 A. ICG believes that it is not necessary for ICG personnel to enter into a lengthy
4 certification program to install and maintain ICG equipment. ICG employees often
5 have training and experience that exceeds that of their BellSouth counterparts. Many
6 ICG personnel are former employees of the Bell companies, including BellSouth. As
7 such, they understand and respect the public switched telephone network and
8 recognize that ICG and BellSouth have an obligation to work together.

9 **Q. HOW DOES BELLSOUTH'S "CERTIFIED VENDOR" PROCEDURE**
10 **ADVERSELY IMPACT ICG?**

11 A. One particularly anomalous result of the "certified vendor" procedure is its
12 impact on gaining access to the collocation space before ICG can physically collate
13 there. Before ICG can collocate its equipment in any space, ICG engineers need
14 repeated access to the space to ascertain how to configure the space to meet ICG's
15 needs. BellSouth has refused to allow ICG access to the collocation space prior to
16 the actual collocation of equipment, except for a single visit. However, if ICG
17 personnel undergo the burdensome "certified vendor" process, ICG can visit the
18 collocation space without limitation. ICG does not believe that the concerns behind
19 limiting ICG to a single visit can be significant if ICG can visit the site one hundred
20 times or more after being "certified." BellSouth's single-visit position denies ICG
21 access to the collocation space that it should receive in the normal course and forces
22 ICG to assume the millstone of an unnecessary certification process to visit the site

1 more than once.

2 **Q. HOW ELSE DOES BELLSOUTH'S "CERTIFIED VENDOR" REQUIREMENT**
3 **INTERFERE WITH ICG'S USE OF ITS COLLOCATION SPACE?**

4 A. Because BellSouth has required collocation projects to be completed by
5 "certified vendors," there may be situations in which the demand far outstrips the
6 supply of available vendors who can complete collocation projects. The existing
7 situation is likely to be further exacerbated now that BellSouth will no longer
8 construct collocation spaces for its competitors; competitors like ICG will have to hire
9 a certified vendor – if they can find one that has time available. In some areas, there
10 may be as few as a half dozen individuals that are certified vendors, despite
11 escalating demand for their services. In these situations, BellSouth's burdensome
12 certification requirements become a choking point for the growth of the competitive
13 market, as potential competitors are delayed in entering the market because they are
14 unable hire a certified vendor for months at a time. In addition, the certified vendors
15 are in a position to charge whatever the market will bear, and in some cases this may
16 cause new entrants to set up shop in other markets with better support for their
17 business plans.

18 **Q. ARE THERE ANY OTHER ANTICOMPETITIVE CONSEQUENCES**
19 **RESULTING FROM BELLSOUTH'S "CERTIFIED VENDOR" PROCEDURES?**

20 A. Yes. When ICG desires to connect its equipment with other ALECs who have
21 collocated with BellSouth at a particular central office, BellSouth has required that
22 the work be performed, once again, only by a vendor on BellSouth's limited list of

1 "certified vendors" unless the collocation spaces are adjacent to one another. This
2 restriction is unduly burdensome because the vendors frequently are unavailable,
3 take too long when scheduled, and are excessively expensive. Further, the work
4 required for connecting the ALECs equipment is very basic and does not require the
5 specialized expertise of a certified vendor.

6 **Q. HOW DOES BELLSOUTH UNDULY RESTRICT ACCESS TO THE**
7 **COLLOCATION PREMISES?**

8 A. Prior to the time that ICG physically collocates at BellSouth's premises, it
9 needs to visit the requisite site. There are a number of planning and design issues
10 that are very difficult, if not impossible, to accomplish without multiple visits to the
11 collocation site. *Despite this reality, BellSouth limits ICG to a single visit to the*
12 *premises before ICG collocates there. BellSouth indicated in its negotiations with*
13 *ICG that it might permit additional site visits if ICG agreed to pay for a security escort.*
14 *If ICG is left with no other alternative to gain the necessary access to the space, it*
15 *will be coerced into this arrangement. ICG objects both to the cost of this procedure*
16 *as well as the implication inherent in it that ICG is an undesirable interloper from*
17 *whom BellSouth requires protection. ICG is a both a customer of BellSouth and a*
18 *trusted partner in the use of the public switched network. There is not a sufficient*
19 *reason for BellSouth to require ICG either to use a security escort or to pay for that*
20 *use. Further, as I have mentioned above, the irrationality of these choices is*
21 *emphasized by the fact ICG's status would somehow change to one where no*
22 *security escort to needed and no fee is required if ICG goes through the certification*

1 procedure.

2 **Q. DOES ICG HAVE AN ALTERNATIVE TO THE CERTIFIED VENDOR**
3 **PROGRAM TO PROPOSE?**

4 A. Yes. Because the engineers and technical personnel who ICG would use to
5 install equipment in the collocation space are employed by ICG precisely because
6 they have extensive background in the area and familiarity with the relevant
7 standards, it is not necessary for them to become certified vendors. ICG proposes,
8 instead, that ICG certify to BellSouth that the employees ICG uses to install
9 equipment are qualified to do so, and the published standards ICG uses meet or
10 exceed BellSouth standards. BellSouth would retain the ability to verify ICG
11 employee qualification through BellSouth's periodic audits of installations. An
12 additional advantage of this approach is that installations will not be delayed if the
13 demand for "certified vendors" far outstrips the available supply in a given area. As
14 an alternative, the Commission should streamline BellSouth's burdensome
15 certification process either by "certifying" ICG as a company to allow ICG's technical
16 personnel to work at the collocation space, or by reducing the number of steps in the
17 process, such as eliminating the business viability evaluation, the preliminary staff
18 evaluation, or field trial. BellSouth should also be required to allow "provisional"
19 certification procedures.

20 **Q. IS THERE A NEED TO CONVERT VIRTUAL COLLOCATIONS TO**
21 **PHYSICAL COLLOCATIONS?**

22 A. Yes. ICG is interested in converting some virtual collocations to physical

1 collocations, either caged or cageless, in the same location where the virtual
2 collocation exists today, particularly if the expense and effort in doing so would not
3 outweigh the benefits of the transition. Charges for the transition from virtual to
4 physical collocation should be minimal, not more than the actual physical labor
5 involved to make the transition and a records change. All charges should be at
6 TELRIC-based rates. Unfortunately, ICG's efforts to date to make an inexpensive
7 and unburdensome transition have been frustrated. BellSouth has refused to allow
8 virtual and physical collocations to be installed in the same general location in any
9 central office. BellSouth has unilaterally, and without justification, represented that
10 if ICG is to convert a collocation from virtual to physical, it would have to start from
11 scratch with the application process and, if approved, move its collocation site to a
12 different room or floor of the central office. BellSouth has asserted that the move is
13 necessary because ICG's equipment in a virtual collocation is commingled with that
14 of BellSouth's and therefore, a virtual collocation cannot be converted to a physical
15 collocation in the same location. It is not clear whether the equipment used in the
16 virtual collocation can be removed from BellSouth's equipment. If the equipment
17 cannot be removed, ICG would want to be reimbursed by BellSouth for no longer
18 being able to use equipment once owned by ICG and required by BellSouth to be
19 sold at less than fair value in order to achieve physical collocation. In addition,
20 BellSouth's assertion that a virtual collocation cannot be converted to a cageless
21 collocation is untenable as, in many situations, ICG's equipment has not been
22 commingled with BellSouth's equipment. ICG's equipment was installed with the

1 equipment of other ALECs in a separate row or location and can be removed or
2 converted to a cageless environment without incident to BellSouth.

3 **Q. HOW SHOULD THE COMMISSION ADDRESS ICG'S CONCERNS ON THE**
4 **TRANSITION TO PHYSICAL COLLOCATION?**

5 A. The Commission should require BellSouth to cease putting up roadblocks to
6 the transition from *initial to physical collocation*. The Commission should mandate
7 that such transition occur within no more than 30 days after ICG's request. In
8 addition, the Commission should declare that the charges for such a transition be
9 limited to those for the actual physical labor involved in the transition and a records
10 change – both to be billed at TELRIC rates.

11 **Q. DOES BELL SOUTH PERMIT ICG TO SUBLEASE EQUIPMENT IN**
12 **"CAGELESS" COLLOCATION SPACE ASSIGNED TO ICG?**

13 A. No. BellSouth has agreed to permit ICG to sublease "caged" collocation space
14 or the equipment located there, but has informed ICG that equipment located in
15 cageless space cannot be subleased. ICG believes that this restriction impermissibly
16 precludes its ability to partner with other telecommunications carriers and sublease
17 or share equipment. This restriction, therefore, contributes to the growing potential
18 of space exhaustion in BellSouth's central offices. The Commission should permit
19 subleasing of equipment.

20 **Q. WHAT ARE ICG'S FORECASTING NEEDS?**

21 A. As ICG grows and expands its services, there may be instances where ICG
22 is willing to commit to a binding forecast to insure that BellSouth's network can

1 support ICG's traffic requirements. This may be particularly true in congested wire
2 centers and tandem offices. Like many other carriers, ICG's traffic has grown
3 significantly over the past several years. ICG expects that its traffic requirements will
4 continue to expand in the immediate future. To guarantee that ICG will have the
5 requisite capacity on BellSouth's networks as ICG's traffic requirements expand, ICG
6 believes that it is necessary to enter into a binding forecast with BellSouth as part of
7 the interconnection agreement between the parties. Pursuant to a binding forecast,
8 ICG will pay BellSouth for making the increased capacity available in stages, whether
9 or not ICG actually fills that capacity. The benefit for BellSouth is that it can build out
10 its network without fearing that it will not be able to recoup its investments if the
11 forecasts in the interconnection agreement are inaccurate. ICG would cover
12 BellSouth's costs in the event ICG fell short of the binding forecast. Therefore, the
13 Commission should direct BellSouth to enter into a binding forecast with ICG within
14 the context of the interconnection agreement between the parties.

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

16 **A. Yes.**

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21


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CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a true and correct copy of the ICG Telecom Group, Inc.'s Testimony of Philip W. Jenkins has been furnished by hand-delivery this 2nd day of August, 1999 to:

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