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

Re: Collocation--Docket Nos. 981834-TP and 990321-TP

Dear Ms. Bayó:

Enclosed for filing on behalf of Rhythms Links Inc. are the original and fifteen copies of its:

- 1) Prehearing Statement 14361-99
- 2) Rebuttal Testimony of Robert Williams 14362-99

By copy of this letter, these documents are being furnished to the parties on the attached service list.

Very truly yours,

Richard D. Melson

Richard D. Melson

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CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a copy of the foregoing was furnished to the following parties by U.S. Mail or Hand Delivery (*) this 19th day of November, 1999.

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BEFORE THE
FLORIDA PUBLIC SERVICE COMMISSION

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

REBUTTAL TESTIMONY OF
ROBERT WILLIAMS
ON BEHALF OF RHYTHMS LINKS INC.

DATED: November 19, 1999

DOCUMENT NUMBER-DATE

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**BEFORE THE
FLORIDA PUBLIC SERVICE COMMISSION
REBUTTAL TESTIMONY OF
ROBERT WILLIAMS
ON BEHALF OF RHYTHMS LINKS INC.**

**Docket Nos. 981834-TP & 990321-TP
November 19, 1999**

I. INTRODUCTION

Q. PLEASE STATE YOUR NAME, TITLE AND BUSINESS ADDRESS.

A. My name is Robert Williams. My title is National Deployment Director, East Region for Rhythms Links Inc. (“Rhythms”), a wholly owned subsidiary of Rhythms NetConnections Inc.. My business address is 8605 Westwood Center Drive, Suite 300, Vienna, VA 22182.

Q. HAVE YOU PREVIOUSLY TESTIFIED IN THIS PROCEEDING?

Yes, I filed direct testimony on behalf of Rhythms Links Inc. responding to the issues posed by the Commission in Order No. PSC-99-1991-PCO-TP. In this direct testimony, I recommended that the Commission (1) never allow a unilateral extension of provisioning time by an ILEC without a formal request or an agreement by both parties; (2) include all information in an application response necessary for an ALEC to place a firm order within the established interval of 15 calendar days; (3) set forth terms and conditions to convert existing or pending virtual collocation arrangements to physical cageless

1 collocation in place; (4) apply the provisioning interval for virtual collocation of
2 60 calendar days to the provisioning of cageless collocation, which does not
3 require any time for building the cage; (5) require the provision of physical
4 collocation to ALECs at the ILECs' premises, including on-site existing
5 structures, off-site adjacent third party buildings, any other building or similar
6 structure owned or leased by the ILECs to house network facilities, as well as
7 any other technically feasible point; (6) clarify that a collocator sharing or
8 subleasing space from another collocator may interface directly with the ILECs
9 for purposes of provisioning network elements and security requirements, (7)
10 ensure that the ILECs continue to run the necessary wiring directly from their
11 network to the collocators network, i.e., from the MDF to ALECs' collocation
12 spaces, without requiring the use of an intermediary frame; and (8) establish
13 procedures for notifying the ALECs of the availability of space currently at the
14 ILECs' premises upon denial of collocation request, at various central offices
15 upon request for space availability report, and in the future upon subsequent
16 central office modification.

17 **I. INTRODUCTION**

18 **Q. WHAT IS THE PURPOSE OF YOUR REBUTTAL TESTIMONY?**

19 A. My rebuttal testimony responds to the various issues raised in the direct
20 testimony of the other witnesses. I will address particular points of contention I
21 have with the Direct Testimony of BellSouth's witnesses Keith Milner and Jerry
22 Hendrix, as well as the GTE witness, John Ries. The Direct Testimony of both
23 BellSouth and GTE clearly demonstrates the ILECs' intent with respect to the

1 FCC's *Advanced Services Order*—to delay implementation of its pro-
2 competitive mandates for as long as possible.

3 **Q. PLEASE SUMMARIZE YOUR REBUTTAL TESTIMONY.**

4 A. The positions of BellSouth and GTE on the implementation and provisioning of
5 collocation arrangements essentially result in the continued avoidance of their
6 obligations under state and federal law, thereby further delaying competition in
7 complete disregard for the promotion of competition. Specifically, the ILECs
8 would prefer to prolong competition by:

- 9 ▪ Requiring ALECs to relocate the collocation equipment and endure the
10 lengthy provisioning intervals merely to transfer the ownership of
11 virtually collocated equipment back to the ALEC.
- 12 ▪ Requesting excessive intervals for application responses, cageless
13 collocation provisioning, and "extraordinary" circumstances.
- 14 ▪ Attempting to provide collocation to the ALECs in a
15 discriminatory manner.
- 16 ▪ Refusing to provide ALECs with the variations of adjacent collocation.

17 My testimony explains why each of these ILEC positions are unnecessary and
18 inconsistent with state and federal law. Therefore, I recommend that the
19 Commission accept and implement the collocation guidelines presented in my
20 Direct Testimony.

21 **II. VIRTUAL TO CAGELESS COLLOCATION TRANSITIONS**

1 **Q. SHOULD THE COMMISSION ESTABLISH TERMS AND**
2 **CONDITIONS FOR CONVERTING VIRTUAL TO CAGELESS**
3 **COLLOCATION?**

4 A. Yes. Without terms and conditions to govern the transition, the ILECs can
5 prolong the transition indefinitely. BellSouth suggests that the Commission
6 refrain from setting specific regulations for the conversion, and prefers to
7 convert the collocation equipment on an “individual case basis.” Hendrix, p. 8,
8 line 11. In many cases, Rhythms has found that negotiating the provisioning
9 terms on an “individual case basis” normally means that Rhythms will receive
10 the collocation space whenever the ILEC decides to deliver the space. This
11 suggestion from BellSouth is an obvious attempt to continue to avoid providing
12 ALECs cageless collocation in conjunction with the Telecommunications Act of
13 1996 (“1996 Act”). To avoid delaying the ALECs' access to physical
14 collocation any longer, I recommend that the Commission set forth terms and
15 conditions to convert existing and pending virtual collocation arrangements to
16 physical cageless collocation in place.

17 **Q. SHOULD THE ILECs TRANSFER EXISTING OR PENDING**
18 **VIRTUAL COLLOCATION ARRANGEMENTS TO CAGELESS**
19 **COLLOCATION WITHOUT REQUIRING THE ALEC TO**
20 **RELOCATE ITS EQUIPMENT?**

21 Yes, virtual collocation can be, and should be, transitioned in place to cageless
22 collocation upon request by an ALEC. Relocating the equipment for a cageless

1 collocation arrangement is absolutely unnecessary in light of federal regulation,
2 and merely another attempt to delay ALECs interconnection with the network.
3 BellSouth and GTE both assert that the *Advanced Services Order* gives them the
4 absolute right to move the ALECs' equipment in order to build a cage around
5 their equipment for security reasons, because cages cannot be built if the
6 ALECs' equipment is commingled with the ILEC equipment. Hendrix, p. 8-9;
7 Milner, p. 16; Ries, p. 6. GTE states that "[p]hysically collocated equipment is
8 never commingled with GTE equipment because such an arrangement would
9 inhibit GTE's ability to cage off its equipment from that of the collocators."
10 Ries, p. 6, line 4-7. BellSouth goes even further, stating "unenclosed
11 arrangements will be located in the area designated for physical collocation
12 within the BellSouth premises." Milner, p. 11. The *Order*, however, does not
13 give the ILECs any assurance that they can build a cage around their equipment,
14 especially if it is not reasonable to do so.

15 While ILECs may enclose their equipment in their own cage at their
16 expense, this in no way relieves them of their obligation to provide ALECs with
17 the opportunity to collocate their equipment in any unused space at the ILEC's
18 premises. BellSouth, in fact, acknowledges the regulatory requirement to
19 provision collocation "without the requirement for a physical separation
20 between the collocator's equipment and the equipment of other collocators or
21 the equipment of the ILEC." Milner, p. 6. Section 51.323 of the FCC's rules
22 explicitly prohibits BellSouth or GTE from segregating or isolating the ALEC's
23 collocation equipment from their own equipment. The FCC explained that

1 “the incumbent LEC may not, however, require
2 competitors to use separate rooms or floors, which only
3 serves to increase the cost of collocation and decrease the
4 amount of available collocation space. The incumbent
5 LEC may not utilize unreasonable segregation
6 requirements to impose unnecessary additional costs on
7 competitors. . . In addition, an ILEC must give
8 competitors the option of collocating equipment in any
9 unused space within the ILEC’s premises, to the extent
10 technically feasible, and may not require competitors to
11 collocate in a room or isolated space separate from the
12 ILEC’s own equipment.” *Advanced Services Order*, ¶ 42.

13
14 ILEC positions that they will never co-mingle equipment effectively
15 require that ALECs’ equipment be located in space distinct from where the
16 ILEC’s equipment is located. This violates the clear FCC requirement that
17 ILECs must not segregate ALEC collocation space.

18 Further, relocating the ALECs’ transferred collocation equipment is not a
19 reasonable security measure. Relocating equipment creates unnecessary
20 expenses and more importantly can cause ALEC service outages. If an ALEC
21 that is serving customers utilizing a virtual collocation arrangement wants to
22 convert that arrangement to a cageless arrangement, but is forced to locate the
23 cageless arrangement elsewhere at the ILEC’s premises, the ALEC has only two

1 unattractive options. *See* Hendrix, p. 9. Both options require to ALEC to pay
2 for a second collocation space at the ILEC premises.

3 First, the ALEC can obtain separate space for cageless collocation, stop
4 utilizing its virtually collocated equipment, repurchase the equipment and have
5 it moved as quickly as possible to the new cageless location, and then reconnect
6 the loops to its equipment. This approach, however requires that the ALEC take
7 all its customers served using the collocated equipment out of service for an
8 extended period of time.

9 Second, instead of moving the virtually collocated equipment to the
10 cageless space, the ALEC could purchase entirely new collocation equipment
11 and install this second set of equipment into the cageless space. Then, the
12 ALEC would need to cut over its existing customers from the virtually
13 collocated equipment to the cageless equipment. This would still result in
14 service downtime for ALEC customers.

15 Both approaches are particularly problematic for Rhythms as they both
16 require Rhythms take its customers out of service for a period of time. Rhythms
17 provides digital subscriber line (“DSL”) services to its customers. (For a
18 description of Rhythms’ business and the DSL services it offers, see section 2 of
19 the Rebuttal Testimony of Eric H. Geis on Behalf of Rhythms Links Inc. f/k/a
20 ACI Corp. (Sept. 10, 1999) which I adopted Docket No. 990649-TP and am
21 attaching at Exhibit ___ (RW-2).) As part of Rhythms’ provision of DSL
22 services, Rhythms guarantees its customers a very high percentage of “up-time.”
23 If Rhythms is forced to take its customers out of service for an extended period

1 of time to migrate from virtual to cageless collocation then Rhythms may be
2 unable to meet its service guarantees. Thus, not only are BellSouth's and GTE's
3 refusals to convert virtual to cageless collocation in place anti-competitive in
4 theory, but they are anti-competitive in practice as well.

5 The *Order* does, however, permits ILECs to utilize *reasonable* security
6 measures to protect their own equipment. *Advanced Services Order*, ¶ 41.
7 BellSouth and GTE have numerous options for securing their equipment, such
8 as installing security card reader systems and requiring ALEC representatives to
9 wear badges at all times on the ILEC's premises. Such measures enable ILECs
10 to protect their own equipment without imposing a significant detriment on
11 ALECs.

12 In fact, the New York Public Service Commission concluded exactly
13 this, stating that "spending time and effort to move a virtual arrangement from
14 one area . . . to another would be an unnecessary and time-consuming burden" in
15 light of the "security measures [available], such as cameras, monitors or badges
16 associated with monitoring equipment." N.Y. P.S.C. Case 99-C-0715 at 7.
17 Taking into account the undue delay caused by relocating the ALEC's
18 equipment and the other security options available, moving the ALEC
19 equipment in order to segregate the ILEC and ALEC equipment cannot be
20 considered a reasonable security measure.

21 For these reasons, BellSouth's and GTE's requiring the relocation of
22 ALEC equipment to protect their own equipment through segregation is not only
23 unreasonable, but in violation of federal law.

1 **Q. CAN ILECs REQUIRE ALECs TO SUBMIT COLLOCATION**
2 **REQUESTS AND ADHERE TO PROVISIONING**
3 **REQUIREMENTS FOR PHYSICAL COLLOCATION TO**
4 **TRANSFER EXISTING OR PENDING VIRTUAL**
5 **COLLOCATION ARRANGEMENTS TO CAGELESS**
6 **COLLOCATION?**

7 A. No. To require ALECs to initiate the expensive and lengthy application and
8 ordering procedures for obtaining physical collocation as if they were placing a
9 new request for caged physical collocation in order to transition a virtual
10 arrangement to a cageless arrangement is extremely anticompetitive in nature.
11 Initially, I recommend that the Commission not require any ALEC required to
12 virtually collocate after June 1, 1999 to pay for *any* fees the conversion. *See*
13 *Moscaritolo*, p. 10. If an ALEC wants to transfer virtual collocation existing
14 prior to June 1, 1999, the ALEC should only pay for the costs associated with
15 transfer, not for any additional security measures taken by the ILEC. *Williams*,
16 p. 8-9.

17 Additionally, ILECs cannot apply regular caged collocation provisioning
18 intervals to the conversion of virtual collocation to cageless collocation. ILECs
19 have wrongly denied ALECs physical collocation since the enactment of the
20 1996 Act, and have specifically prevented ALECs from obtaining cageless
21 collocation since the *Advanced Services Order* six months ago. Now that the
22 time has finally arrived for the ILECs to provide collocation on a truly
23 nondiscriminatory basis, the ILECs propose to prolong the process further by

1 forcing the ALECs to endure the entire 90 day provisioning interval in order to
2 transfer the ownership of the collocation equipment back to the ALECs. I agree
3 with Covad in that the “ILEC should be required to complete the conversion
4 within 10 calendar days of receiving an ALEC’s request for conversion.”
5 Moscaritolo, p. 10. Therefore I recommend that the collocation guidelines
6 require ILECs to perform the conversion within 10 calendar days of the request.

7 **III. REASONABLE INTERVALS**

8 **Q. PLEASE EXPLAIN RHYTHMS' POSITION ON THE**
9 **APPROPRIATE INTERVALS FOR APPLICATION RESPONSES**
10 **BY THE ILECs.**

11 A. As illustrated in my Direct Testimony, Rhythms supports an application
12 response interval of 15 calendar days, as long as that response includes all of the
13 information necessary for Rhythms to submit an order for collocation. The
14 ILECs prefer that this interval be pushed out significantly. For example,
15 BellSouth will respond in 42 calendar days for up to five orders, 50 calendar
16 days for six to ten orders, and 59 calendar days for eleven to fifteen applications,
17 and refuses to provide any interval if an ALEC submits more than fifteen
18 applications. Hendrix, Exhibit JDH-1, section 6.2. These additional weeks of
19 response time only allow the ILECs to delay the interconnection of the ALECs
20 to the ILEC network.

21 Covad has proposed a viable and feasible alternative, which allows the
22 ILECs to completely respond to the applications within 15 days, by eliminating
23 the ability of BellSouth, GTE and Sprint to delay collocation by not providing

1 ALECs with the information necessary to order collocation in a timely manner.
2 The ILECs assert that they cannot produce a price quote for the buildout and
3 engineering of the collocation space within the response interval. Hendrix, p. 3-
4 7; Closz, p. 4-7. Thus Covad suggests that the ILECs charge an estimated flat
5 rate for the collocation preparation subject to true-up upon completion of a price
6 quote. Moscaritolo, p. 5-9. GTE has also recently offered to provide a price
7 quote based on a tariffed rate within the 15 day response time. Ries, p. 7.
8 Therefore I support Covad's recommendation that the price quote can be done
9 simultaneously with the provisioning of the collocation, instead of prolonging
10 the provisioning for the completion of the price quote. Therefore, I recommend
11 that the Commission fully adopt Covad's proposal of an estimated flat-rate price
12 quote, subject to true-up.

13 **Q. SHOULD THE INTERVAL FOR PROVISIONING CAGELESS**
14 **COLLOCATION REALLY BE SHORTER THAN THE**
15 **PROVISIONING OF CAGED COLLOCATION?**

16 **A.** Absolutely. As cageless collocation arrangements essentially mirror virtual
17 collocation arrangements, the provisioning interval for new cageless
18 arrangements should also mirror the interval for virtual collocation. The
19 provisioning interval for physical caged collocation is 30 calendar days longer
20 than the provisioning interval for virtual collocation. The only significant
21 difference between the caged collocation and virtual collocation, however, is the
22 construction of the caged enclosure. Since cageless collocation does not require

1 the construction of any cage, the ILECs do not need an additional 30 days to
2 provision a cageless arrangement.

3 BellSouth and GTE assert that the provisioning interval for cageless
4 collocation should be the same as caged collocation. Hendrix, p. 13; Reis p. 12.
5 The ILECs' preference for a longer provisioning interval for cageless simply
6 delays the ALECs' ability to collocate with the ILECs' networks even further.
7 BellSouth and GTE claim to need the additional 30 days for administering the
8 appropriate cabling, power requirements and engineering of the collocation
9 space, as opposed to the construction of the cage. This perfunctory claim fails to
10 reflect the fact that the ILEC must perform the same types of cabling, power and
11 engineering functions for the virtual collocation arrangements. Sprint admits
12 that only 60 days are required to provision cageless collocation, since "the time
13 required to construct cages is not needed." Cloz, p. 15. Since the ILECs can
14 complete the cabling, power and engineering functions within 60 days for their
15 own virtual arrangements and since the ILECs save time not constructing cages,
16 the Commission must also require Florida's ILECs to adhere to a 60 day interval
17 for provisioning cageless collocation to the ALECs.

18 **Q. WHAT IS RHYTHMS' POSITION ON PROVIDING ILECs WITH**
19 **AUTOMATIC EXTENSIONS TO PROVISIONING INTERVALS?**

20 A. Rhythms believes that the collocation guidelines cannot allow ILECs
21 automatically to extend the collocation provisioning intervals. The 1996 Act
22 clearly contradicts BellSouth's and GTE's notion that the Commission should
23 allow the ILECs to unilaterally extend the provisioning intervals upon certain

1 extenuating circumstances outside of their control. I would certainly expect that
2 the ILECs would never delay collocation due to circumstances *within* their
3 control. However, the 1996 Act and subsequent FCC regulations clearly limit
4 the circumstances outside of the ILECs' control in which the ILECs may delay
5 or otherwise fail to provide physical collocation to ALECs to two narrow
6 reasons— technical infeasibility and space limitations. 47 U.S.C.A. § 251(c)(6);
7 47 C.F.R. § 51.321(e-f). The Commission's recently adopted guidelines also
8 provide a mechanism for relief of the ILECs' obligations in such a situation—it
9 is called a waiver process.

10 By requesting relief under loosely-defined circumstances which are
11 "extraordinary" and "unusual," BellSouth and GTE attempt to evade the
12 carefully constructed waiver process. Milner, p. 35-44; Reis, p. 10. Without the
13 waiver process, the ILECs can again delay the turnover of ALECs' collocation
14 space indefinitely. The waiver process serves two pertinent functions: (1) to
15 provide Commission oversight when an ILEC denies or postpones collocation;
16 and (2) to alert other ALECs that collocation at a particular premises will be
17 delayed. Without Commission oversight there is no way to constrain the ILECs'
18 "incentive and capability to impede competition by reducing the amount of
19 space available for collocation by competitors." *Advanced Services Order*, ¶ 56.
20 Without the notification of potential technical infeasibility, the ALECs cannot
21 make the business decisions necessary to determine in which central offices
22 within a market the ALEC will plan to collocate. Actually, Sprint argues that
23 "the applicant carrier should have the opportunity to respond to the ILEC's

1 waiver request, and the Commission should rule upon the ILEC's request as a
2 procedural matter at an Agenda Conference." Cloz, p. 26. I also recognize that
3 an ALEC may establish a mutual agreement with an ILEC to extend its own
4 provisioning interval. Therefore, I reiterate my previous recommendation that
5 the Commission never allow the ILECs to unilaterally extend the provisioning
6 interval without a formal waiver process or mutual agreement.

7 **IV. NONDISCRIMINATORY PROVISIONING OF COLLOCATION**

8 **Q. CAN ILECs DESIGNATE THE POINT OF INTERCONNECTION**
9 **BETWEEN THE ALEC AND THE ILEC NETWORKS?**

10 A. No. ALECs clearly have the privilege of determining the precise point at which
11 their network will interconnect with the ILEC's network. Therefore the
12 statement that "BellSouth will designate the point(s) of interconnection between
13 the ALEC's equipment and/or network and BellSouth's network," Milner, p. 24,
14 directly contradicts the established FCC rules. The FCC has already concluded
15 that:

16 "Section 251(c)(2) gives competing carriers the right to
17 deliver traffic terminating on an incumbent LEC's
18 network at any technically feasible point on that network,
19 rather than obligating such carriers to transport traffic to
20 less convenient or efficient interconnection points.

21 Section 251(c)(2) lowers barriers to competitive entry for
22 carriers that have not deployed ubiquitous networks by
23 permitting them to select the points in an incumbent

1 LEC's network at which they wish to deliver traffic.
2 Moreover, because competing carriers must usually
3 compensate incumbent LECs for the additional costs
4 incurred by providing interconnection, competitors have
5 an incentive to make economically efficient decisions
6 about where to interconnect." *Local Competition Order*, ¶
7 209.

8 For this reason, the collocation guidelines must allow ALECs to establish the
9 point of interconnection.

10 Additionally, BellSouth admits to requiring ALECs to use an
11 intermediate interconnection arrangement in violation of the *Advanced Services*
12 *Order*. The FCC based its decision to prohibit intermediate interconnection
13 arrangements on the grounds that such mechanisms "simply increase collocation
14 costs without a concomitant benefit to customers." *Advanced Services Order*, ¶
15 42. Although recognizing that the intent of the *Advanced Services Order* is to
16 decrease the cost and delay, Milner p. 7, BellSouth would prefer to violate the
17 *Order*, increase costs and prolong collocation by requiring the use of an
18 intermediate interconnection frame, called a Conventional Distribution Frame.
19 My recommendation, therefore, remains that the collocation guidelines should
20 ensure that the ILECs run the necessary wiring directly from their network to the
21 collocators network, i.e., from the MDF to ALECs' collocation spaces without
22 requiring the use of an intermediary frame.

1 **Q. DO ILECs' CURRENT PROVISIONING PRACTICES RESTRICT**
2 **THE ALECs' ABILITY TO PROVIDE**
3 **TELECOMMUNICATIONS SERVICES TO THEIR**
4 **CUSTOMERS?**

5 A. Yes, the provisioning practices of the ILECs, as explained in the BellSouth and
6 GTE Direct Testimony, impose unnecessary restrictions on both the shared and
7 adjacent collocation arrangements. For shared collocation, BellSouth and GTE
8 restrict the ALECs' ability to interface with the ILEC if the ALEC was not the
9 first ALEC within the shared arrangement. Hendrix, p. 11-12; Ries, Exhibit A,
10 p. 1. Both ILECs require one ALEC to be the sole interface and responsible to
11 the ILEC for all of the interaction with the other ALEC(s) sharing space within
12 the collocation arrangement. This requirement unduly burdens the primary
13 ALEC with additional responsibilities and unnecessarily limits the ability of the
14 sharing ALEC(s) by creating a bottleneck. As illustrated in my Direct
15 Testimony, requiring one ALEC to be the sole interface of the shared
16 arrangements is anticompetitive and in direct violation of the *Advanced Services*
17 *Order*.

18 **Q. ARE FLORIDA'S ILECS OFFERING ALL REQUIRED FORMS**
19 **OF ADJACENT COLLOCATION?**

20 A. No. Florida's ILECs unreasonably limit ALECs' adjacent collocation options.
21 BellSouth has limited its offering of adjacent collocation by quibbling over its
22 clear obligation to provide physical collocation anywhere at its premises in the
23 hopes of further delaying the ALECs' ability to obtain nondiscriminatory

1 collocation arrangements. Congress and the FCC have repeatedly made the
2 definition of premises clear, regardless of whether BellSouth wants to
3 acknowledge that definition. First, Section 251(c)(6) requires ILECs to
4 collocate "at the premises of the local exchange carrier." Congress could have
5 limited collocation to *in* the BellSouth central offices, but instead chose to
6 require BellSouth to collocate *at* their premises. This means that BellSouth is
7 required to collocate in or near their premises, which includes the property
8 surrounding the structures housing their network facilities and nearby structures
9 owned by third parties.

10 Second, the FCC has broadly defined the term "premises" as "an
11 incumbent LEC's central offices and serving wire centers, as well as all
12 buildings or similar structures owned or leased by an incumbent LEC that house
13 its network facilities." 47 C.F.R. 51.5. In its *UNE Remand Order*, the FCC
14 recently clarified that ILECs are required to permit ALECs to collocate their
15 equipment at any technically feasible point, including remote terminals.

16 "MGC asserts, and we agree, that our collocation rules, which we
17 recently clarified in the *Advanced Services First Report and*
18 *Order*, apply to collocation at any technically feasible point, from
19 the largest central office to the most compact [feeder distribution
20 interface]. That is because our collocation rules concern methods
21 and standards of obtaining interconnection and access to
22 unbundled network elements under section 251 of the Act, and
23 thus are not directed to any one type of facility. Although we

1 intend to make collocation available at all accessible terminals on
2 the loop, we acknowledge that the incumbent's network was not
3 designed to house additional equipment of competitors. Our
4 rules do not require incumbents to build additional space. Nor do
5 our rules, however, preclude requesting carriers from
6 constructing their own facilities adjacent to the incumbent's
7 equipment. Moreover, in some cases, technicians may not need
8 to enter the cabinet or vault at all because virtual collocation
9 arrangements will satisfy the needs of all parties. We note that,
10 prior to adoption of rules requiring incumbent LECs to offer
11 collocation to competitors, incumbent LECs raised similar doubts
12 as to whether collocation would be feasible at central offices. As
13 indicated by the number of collocation arrangements in place
14 today, these doubts were not well-founded." FCC 99-238, *UNE*
15 *Remand Order* ¶ 221.

16 Thus, regardless of BellSouth's claims to the contrary, ILECs must permit
17 ALECs to collocate in any premises at the ILECs' premises, including any
18 facility on property housing a central office.

19 BellSouth recognizes that off-premises adjacent collocation "is *in*
20 *proximity* to a BellSouth central office." Milner, p. 21. While adjacent
21 collocation arrangements are not *inside* the structure housing network facilities,
22 collocation arrangements most certainly are located *at* (or in proximity to) this
23 structure in the parking lot or in the adjacent building. As explained in my

1 Direct Testimony, adjacent collocation is technically feasible both in the ILEC
2 parking lot and third party adjacent structures. As I stated in my Direct
3 Testimony, Rhythms currently has off-site adjacent arrangements with GTE.
4 Further, the Michigan Public Service Commission on November 16, 1999
5 endorsed off-site, adjacent collocation in adopting the AT&T/MCI WorldCom
6 collocation cost model which expressly prices offsite adjacent collocation.

7 Finally, the FCC created a clear presumption that any existing
8 collocation arrangement is technically feasible.

9 "A previously successful method of obtaining interconnection or
10 access to unbundled network elements at a particular premises or
11 point on any incumbent LEC's network is substantial evidence
12 that such a method is technically feasible in the case of
13 substantially similar network premises or points. A requesting
14 telecommunications carrier seeking a particular collocation
15 arrangement, either physical or virtual, is entitled to a
16 presumption that such arrangement is technically feasible if any
17 LEC has deployed such collocation arrangement in any
18 incumbent LEC premises." 47 C.F.R. §51.321(e)

19 Thus, Rhythms believes that the fact that it has off-site adjacent collocation
20 arrangements with GTE means that off-site adjacent arrangements are
21 technically feasible. BellSouth must therefore provide such arrangements on the
22 request of an ALEC.

1 BellSouth also mistakenly claims that the FCC did not broaden its
2 obligation to provide collocation anywhere but inside their central office,
3 Milner, p. 18-19. The *Advanced Services Order* does however reiterate that
4 ILECs must collocate at their premises and only limits the provisioning of
5 adjacent collocation to instances that are safe and technically feasible.
6 BellSouth has recognized its obligation to "allow any other collocation
7 arrangement that has been made available by another ILEC unless [BellSouth]
8 rebutts before the State commission the presumption that such an arrangement is
9 technically feasible." Milner, p. 6. Without ever demonstrating the technical
10 infeasibility of any adjacent collocation arrangement to *any* state commission
11 BellSouth refuses to allow competitors to collocate at any location not inside of
12 a BellSouth central office. BellSouth's restrictive interpretation of premises still
13 does not relieve BellSouth from its obligation to provide adjacent collocation.
14 Therefore I recommend that the collocation guidelines ensure that ILECs
15 provide adjacent collocation in conjunction with the 1996 Act, the *Advanced*
16 *Services Order*, and the *UNE Remand Order*.

17 **Q. DOES THAT CONCLUDE YOUR TESTIMONY?**

18 A. Yes, it does.

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16 **II. DESCRIPTION OF RHYTHMS' BUSINESS**

17 **Q. PLEASE DESCRIBE THE TYPE OF SERVICES RHYTHMS**
18 **PROVIDES**

19 **A.** Rhythms is a nationwide provider of high-performance, high-speed data
20 xDSL-based services to customers at a reasonable price. xDSL-based services
21 are economical because they are deployed on the same copper loop ordinarily
22 used for local service between a customer's premises and the ILEC central
23 office, but provide high-speed data transmissions of up to 7 million bits per
24 second ("Mbps"). The acronym "xDSL" is used to describe the broad

1 category of DSL-based services available to customers offering a range of
2 performance characteristics.

3 **Q. PLEASE DESCRIBE THE NATURE OF RHYTHMS' BUSINESS.**

4 A. Unlike other data service providers, Rhythms does not focus solely on the
5 Internet service provider ("ISP") market, but instead will offer broad market
6 coverage – covering suburban areas as well as metropolitan areas – offering a
7 full range of services. Our services will be used for (1) the networking of
8 remote locations for, among other things, telecommuting or work-at-home
9 applications; (2) dedicated access to the Internet; and (3) dedicated "always-
10 on" access to intranet-type networking solutions. Rhythms will provide both
11 residential and business customers with a complete package of
12 telecommunications services including customer premises equipment, inside
13 wiring, premises installation, service calls, 24-hour technical support, and
14 billing. Through partnerships with other carriers and purchase of resold
15 services, Rhythms will be able to provide the customer with a full suite of
16 telecommunications services. Rhythms has been providing its services in
17 other states since December 1997, but has not yet begun offering DSL
18 services to customers in Florida markets.

19 **Q. WHAT ARE THE TECHNICAL BENEFITS OF xDSL**
20 **TECHNOLOGIES?**

21 A. xDSL-based services are deployed on an ordinary existing copper loop to
22 provide high-bandwidth digital transmission capabilities between the customer's
23 premises and the ILEC central office. By "high-bandwidth," I mean the amount
24 of information that can be carried on a circuit, usually expressed as bits per
25 second ("bps"), thousands of bits per second ("kbps"), or millions of bits per
26 second ("Mbps"). xDSL technologies provide service at a variety of

1 bandwidths, in some cases exceeding 7 Mbps in one direction, but more
2 commonly at speeds between 128 kbps and 1.5 Mbps. In contrast, an analog
3 voice-grade "plain old telephone service," or "POTS" circuit provides very
4 limited throughput. Voice traffic occupies a narrow frequency spectrum, and
5 analog modems currently used to carry data can support speeds of only 56 kbps
6 (and then only under ideal line conditions). DSL technologies allow service
7 providers like Rhythms to offer a variety of innovative high-bandwidth services
8 while efficiently using the legacy copper loop infrastructure of ILECs.

9 **Q. CAN EXISTING COPPER LOOPS SUPPORT MULTIPLE DSL-**
10 **BASED TECHNOLOGIES?**

11 A. Yes. Rhythms has had experience successfully deploying numerous types of
12 DSL-based services on copper loops, including Asymmetric Digital
13 Subscriber Line ("ADSL"), Rate Adaptive Digital Subscriber Line
14 ("RADSL"), High bit rate Digital Subscriber Line ("HDSL"), Symmetric
15 Digital Subscriber Line ("SDSL") and ISDN Digital Subscriber Line
16 ("IDSL").

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