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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 MCI WorldCom, Inc. and its Operating Subsidiaries are the original and fifteen copies of its:

- 1) Prehearing Statement ~~14363-99~~
- 2) Rebuttal Testimony of Ron Martinez ~~14364-99~~

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

Very truly yours,

Richard D. Melson

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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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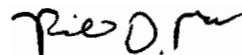
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BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

PREFILED REBUTTAL TESTIMONY OF

RON MARTINEZ

ON BEHALF OF MCI WORLDCOM, INC.

DOCKET NOS. 981834-TP AND 990321-TP

November 19, 1999

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Q: Please state your name and business address.

A: My name is Ron Martinez. My address is MCI WorldCom, Inc., Concourse Corporate Center Six, Six Concourse Parkway, Suite 3222, Atlanta, GA 30328.

Q: Have you previously filed direct testimony in this docket?

A: Yes.

Q: What is the purpose of your testimony?

A: The purpose of my testimony is to rebut certain statements in the direct testimony of other witnesses in this docket, primarily Mr. Hendrix and Mr. Milner for BellSouth and Mr. Reis for GTE Florida.

Q: Do you have any overall concern regarding the testimony of BellSouth's witnesses?

A: Yes. From my reading of the BellSouth testimony, it appears that BellSouth has failed to correctly apply the Advanced Services Order and the FCC's new physical collocation rules.

1 **Q: How has BellSouth incorrectly applied the Advanced Services Order and FCC**
2 **Rules?**

3 **A:** Mr. Milner starts his testimony with a general claim that BellSouth's collocation
4 policies are consistent with the requirements of the Advanced Services Order. (Page
5 6, lines 19-23). Yet Mr. Milner's later description of BellSouth's policy on "cageless"
6 collocation shows that BellSouth's policy does not fully implement the FCC's Order.

7 When Mr. Milner describes BellSouth's policy on cageless collocation, he
8 defines cageless collocation to mean an unenclosed arrangement that is not separated
9 by walls or other structures from the physical collocation arrangements of other
10 collocators (page 10, lines 3-6), but which is located in "the area designated for
11 physical collocation within the BellSouth premise." (Page 11, lines 3-6) Thus it
12 appears that Mr. Milner believes that BellSouth can continue to segregate all physical
13 collocation arrangements in a separate area in its central office.

14 This policy fails to give full effect to the Advanced Services Order. Paragraph
15 42 of that Order says that the ILEC must allow competitors to collocate without the
16 construction of a cage, room, or other enclosure. But that paragraph also says that
17 ILECs may not require competitors to collocate in a room or isolated space separate
18 from the incumbent's own equipment.

19 [A]n incumbent LEC must give competitors the option of
20 collocating equipment in any unused space within the
21 incumbent's premises, to the extent technically feasible, and
22 may not require competitors to collocate in a room or isolated
23 space separate from the incumbent's own equipment. The
24 incumbent LEC may take reasonable steps to protect its own
25 equipment, such as enclosing the equipment in its own cage,

1 and other reasonable security measures as discussed below.
2 The incumbent LEC may not, however require competitors to
3 use separate rooms or floors, which only serves to increase the
4 cost of collocation and decrease the amount of available
5 collocation space.

6 BellSouth's policy, as reflected in Mr. Milner's testimony, appears to allow
7 cageless collocation only in areas adjacent to the arrangements of other collocators.
8 If this is an accurate reflection of BellSouth's policy, it is a direct violation of the
9 FCC's requirements and a substantial barrier to the use of physical collocation.
10 BellSouth must be directed to abandon this policy and bring itself into full compliance
11 with the FCC's requirements.

12

13 **Q: Do you have any comments on BellSouth's and GTE's positions regarding**
14 **security measures?**

15 **A:** Yes. Both Mr. Milner (page 10, lines 17-18) and Mr. Reis (page 6, lines 2-5) refer
16 to language in the FCC's Order regarding the ability of the incumbent LEC to enclose
17 its own equipment in a cage. While this is allowed by the FCC Order, the notion of
18 caging an ILEC's equipment prompted the Texas PUC to place the burden of proof
19 on the ILEC if it sought to recover any related costs from collocators. In addition,
20 the Texas PUC required that any security additions could not restrict the ALECs'
21 access to their collocated equipment, which could happen if cages were installed in
22 existing line-ups.

23 To the extent that Florida ILECs choose to enclose their own equipment in
24 cages, the Commission should follow the lead of the Texas PUC and ensure that the

1 ILECs' bear the cost of the cages, and that such cages do not restrict the ALECs'
2 ability to collocate or to access their collocated equipment.

3

4 **Q: Mr. Milner states that BellSouth will designate the point(s) of interconnection**
5 **between the ALEC's equipment and/or network and BellSouth's network. (Page**
6 **24, lines 8-9) Do you agree?**

7 A: No. The FCC has determined that under Sections 251(c)(2) and 251(c)(3), the
8 requesting carrier may choose any method of interconnection or access to unbundled
9 elements that is technically feasible at a particular point. Local Competition Order,
10 ¶ 549. Thus the ALEC, not BellSouth, is permitted to designate the point of
11 interconnection. An ALEC has little or no leverage when negotiating a contract with
12 an ILEC such as BellSouth. The Commission should reject Mr. Milner's attempt to
13 reduce this leverage even further by laying claim to one of the few advantages that a
14 competing carrier has.

15

16 **Q: Do you agree with Mr. Milner's assertion that the time required for BellSouth**
17 **to obtain building permits should be excluded from the allowed provisioning**
18 **interval? (Page 44, lines 5-9)**

19 A: No. In Paragraph 55 of the Advanced Services Order the FCC urged state
20 commissions to ensure that collocation space will be available to competitive LECs
21 in a timely and pro-competitive manner. As such, elements essential to the timely
22 provision of collocation space, such as permits, should never be excluded from the
23 provisioning interval. Mr. Milner goes on to urge that "extraordinary circumstances"
24 or "extraordinary conditions" should also permit BellSouth to escape its responsibility
25 to provide collocation on a timely basis. Needless to say, this Commission should

1 reaffirm BellSouth's obligation to complete the provisioning of physical collocation
2 arrangements within ninety (90) days from the receipt of a firm order, unless
3 BellSouth obtains the ALEC's agreement, or demonstrates to the Commission, that
4 more time is required in a particular case.

5

6 **Q: Mr. Hendrix states that in a collocation sharing or subleasing arrangement, the**
7 **"host" ALEC should be the sole interface for submitting applications for**
8 **equipment placements by the "guest" ALEC. (Page 11, line 24 to page 25, line**
9 **1) Do you agree?**

10 A: No. Paragraph 41 of the Advanced Services Order requires the incumbent to permit
11 each competitive LEC to order UNEs and to provision service from the shared
12 collocation space. In addition the ILEC must take each of the competitive LECs'
13 requirements into account in configuring the collocation space and allocating the
14 associated costs. It seems reasonable, then, that each of the competitive LECs would
15 be authorized to handle its own collocation applications and equipment placement
16 requests. As I noted in my direct testimony, where subsequent equipment placements
17 by a collocator do not require space or power that exceed the collocator's original
18 estimates, there should be no requirement for an additional application or request to
19 BellSouth, but only for a simple notification.

20

21 **Q: Do you have any comment on Mr. Hendrix position on cross-connections**
22 **established between two collocating ALECs? (Page 12, lines 15-22 and page 13,**
23 **lines 8-9)**

24 A. Mr. Hendrix states that an ALEC may generally cross-connect to other collocating
25 ALECs so long as the connection is made "in addition to, and not in lieu of, obtaining

1 interconnection with, or access to, BellSouth telecommunications services, unbundled
2 network elements, and facilities." It is unclear exactly what Mr. Hendrix means by
3 this statement. If he simply means that the ALEC's collocated equipment must be
4 used or useful for interconnection with, or access to unbundled network elements of,
5 BellSouth, then I do not have a problem with his statement. However, if he means
6 that an ALEC cannot cross-connect to another carrier's transport facilities in lieu of
7 using BellSouth transport facilities, then he is attempting to impose a requirement that
8 is inconsistent with the Act and the FCC's Rules.

9 In addition, Mr. Hendrix would impose a subsequent application fee on the
10 initiator of a request for cross connections, even though there may not be any work
11 for BellSouth to perform. As I stated in my direct testimony, no application fee is
12 justified in this situation, and such a fee could all but eliminate ALEC-provided cross-
13 connects as an economically viable option.

14
15 **Q: Do you agree with Mr. Hendrix (page 10, lines 11-23) and Mr. Reis (page 6,**
16 **lines 13-17) regarding intervals for changes to an ALEC's existing collocation**
17 **space?**

18 **A:** No. Mr. Hendrix would give BellSouth 30 days to respond to an application for a
19 change and up to 60 days to implement the change under "normal conditions"
20 which he defines in a way that does not appear to require any work by BellSouth.
21 Under those "normal" conditions, there is no reason for any response and
22 implementation interval, much less intervals that total 90 days. Similarly, Mr. Reis
23 does not distinguish situations in which no ILEC work is required, and simply
24 proposes to apply the standard provisioning intervals to all change requests. That
25 is equally inappropriate.

1 **Q: Mr. Hendrix (page 17, lines 12-21) and Mr. Reis (page 16, line 21 - page 17,**
2 **line 3) would not allow an ALEC or certified contractor to perform space**
3 **preparation, racking and cabling outside of the space dedicated to the**
4 **particular ALEC. Do you agree with this policy?**

5 **A:** No. The ALEC should retain the option to have any work -- either inside or
6 outside of its dedicated space -- performed by an ILEC-certified contractor, or by
7 certified ALEC personnel.

8

9 **Q: Do you agree with Mr. Hendrix' proposed recurring charge for the use by**
10 **collocators of security card readers (Page 20, line 23- page 21, line 3)?**

11 **A:** Not if BellSouth routinely uses a security card system for its own personnel. In
12 that case, the cost of this type of security arrangement should already have been
13 included in the rates for collocation, and a new separate charge would amount to a
14 double-recovery.

15

16 **Q: Various witnesses appear to rely on different events to trigger the application**
17 **of the FCC's "first-come, first-served" rule. Could you please clarify MCI**
18 **WorldCom's position on this issue?**

19 **A:** The ILEC should maintain a priority waiting list in any office where an ALEC is
20 denied physical collocation. The ALEC's place on the list should be determined by
21 the date of its firm order for space, or the date on which its application for space
22 was rejected, if that date is earlier.

23

24 **Q: Does that conclude your testimony?**

25 **A:** Yes.