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BELLSOUTH TELECOMMUNICATIONS, INC.
REBUTTAL TESTIMONY OF DAVID L. THIERRY
BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION
DOCKET NO. 990750-TP
SEPTEMBER 13, 1999

Q. PLEASE STATE YOUR NAME, YOUR POSITION WITH BELLSOUTH TELECOMMUNICATIONS, INC. ("BELLSOUTH" OR "THE COMPANY") AND YOUR BUSINESS ADDRESS.

A. My name is David Thierry. I am employed by BellSouth as Manager - Interconnection Services. My business address is 675 West Peachtree Street, Atlanta, Georgia 30375.

Q. PLEASE GIVE A BRIEF DESCRIPTION OF YOUR BACKGROUND AND EXPERIENCE.

A. My education includes a Bachelor of Arts in Economics from Emory University, Atlanta, Georgia in June of 1985. My professional career with BellSouth spans over eleven years and includes experience in the development of service cost studies, the development of tariffs, and physical collocation contract negotiations. In my current position, I manage the Company's physical collocation contract negotiations and work with subject matter experts within BellSouth to ensure that our physical collocation contract reflects current federal and state regulations and BellSouth policies.

-1- DOCUMENT NUMBER - DATE
10997 SEP 13 89
FPSC-RECORDS/REPORTING

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Q. HAVE YOU PREVIOUSLY TESTIFIED BEFORE A STATE COMMISSION?

A. Yes. I testified before the Florida Public Service Commission in Docket 980800-TP.

Q. WHAT IS THE PURPOSE OF YOUR TESTIMONY?

A. The purpose of my testimony is to rebut the direct testimony of ITC^DeltaCom ("DeltaCom") witness Mr. Wood filed in its Petition for Arbitration filed with the Florida Public Service Commission ("Commission"). Specifically, I am responding to Issues 36 and 37 [ITC^DeltaCom Issues 4(a) and 4(c)].

Issue 36 [ITC^DeltaCom No. 4(a)]: Should BellSouth provide cageless collocation to ITC^DeltaCom 30 days after a firm order is placed?

Q. IN HIS TESTIMONY ON PAGE 22, DELTACOM WITNESS MR. WOOD STATES THAT THE PROVISIONING INTERVAL FOR CAGELESS COLLOCATION IS "SIGNIFICANTLY SHORTER THAN FOR WALLED OR CAGED COLLOCATION" BECAUSE BELLSOUTH WOULD NOT NEED TO DETERMINE IF ROOM EXISTS FOR A SEPARATED SPACE, NOR DESIGN AND CONSTRUCT AN ENCLOSURE. IS MR. WOOD CORRECT?

1 A. No. BellSouth's provisioning interval is not controlled by the time required to
2 construct an arrangement enclosure. BellSouth must perform other critical
3 activities to provide for a collocation arrangement, regardless of whether that
4 arrangement is enclosed or unenclosed. These include providing upgrades to
5 power capacity and supply, HVAC, as well as the cable racking and cross-
6 connect capacity required to serve the collocation space. Mr. Wood ignores
7 these activities. Contrary to Mr. Wood's testimony, where BellSouth
8 performed the construction of an arrangement enclosure, the activities required
9 to design and construct the enclosure are not the controlling factors in the
10 provisioning interval for collocation.

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12 Q. DELTACOM WITNESS MR. WOOD FURTHER STATES (PAGE 22)
13 THAT THE PROVISIONING INTERVAL FOR CAGELESS
14 COLLOCATION SHOULD BE "SHORTER THAN THAT FOR VIRTUAL
15 COLLOCATION BECAUSE OF THE LACK OF THE ADMINISTRATIVE
16 TASKS ASSOCIATED WITH THE EXCHANGE OF OWNERSHIP OF THE
17 EQUIPMENT." DO YOU AGREE WITH MR. WOOD?

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19 A. No. BellSouth does not "exchange ownership" of virtual collocation
20 equipment, but rather executes a virtual collocation equipment lease
21 agreement. This lease agreement is executed with the ALEC after BellSouth
22 has made the virtual collocation space available, and the ALEC's BellSouth-
23 certified vendor has then satisfactorily completed the installation of the
24 ALEC's collocated equipment. BellSouth's provisioning intervals include the
25 time required to make the space available to a virtual collocator, and not the

1 time required to complete the administrative tasks associated with closing out a
2 project. Since this administrative activity is not included in the provisioning
3 interval for virtual collocation, it has no bearing on the length of the
4 provisioning interval.

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6 **Issue 37: [ITC^DeltaCom No. 4(c)] Should ITC^DeltaCom and its agents be**
7 **subject to stricter security requirements than those applied to BellSouth's agents**
8 **and third party outside contractors?**

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10 Q. WHAT IS YOUR UNDERSTANDING OF THIS ISSUE?

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12 A. It is BellSouth's understanding that this issue has been resolved by the parties.
13 However, BellSouth reserves the right to file testimony on this issue, should it
14 be further disputed.

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16 Q. DOES THIS CONCLUDE YOUR TESTIMONY?

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18 A. Yes.

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