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BELLSOUTH TELECOMMUNICATIONS, INC.
DIRECT TESTIMONY OF JERRY KEPHART
BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION
DOCKET NO. 001305-TP
JULY 27, 2001

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

A. My name is Jerry Kephart. My business address is 675 West Peachtree Street, Atlanta, Georgia 30375. I am Senior Director - Regulatory for BellSouth. I have served in my present position since October 1997.

Q. PLEASE SUMMARIZE YOUR BACKGROUND AND EXPERIENCE.

A. My career in the telecommunications industry spans over 30 years and includes responsibilities in the areas of network operations, commercial operations, administration, and regulatory. I have held positions of responsibility in BellSouth that include managing installation and maintenance personnel engaged in providing customer telephone service and also managing staff operations in support of these activities. I also have extensive experience in managing regulatory activities for BellSouth including FCC docket management

1 work and public policy planning.

2

3 I graduated from Daytona Beach Junior College in 1964, with an
4 Associate of Science in Electronics Technology. I obtained a Bachelor
5 of Business Administration degree from the University of Florida in
6 1968.

7

8 Q. HAVE YOU TESTIFIED PREVIOUSLY BEFORE ANY STATE PUBLIC
9 SERVICE COMMISSION?

10

11 A. Yes, I have testified before the state Public Service Commissions in
12 Georgia and Florida.

13 Q. WHAT IS THE PURPOSE OF YOUR TESTIMONY TODAY?

14

15 A. In my testimony, I will address the technical aspects of network related
16 issues which have been raised in the Petition for Arbitration filed by
17 BellSouth Telecommunications in this docket. Specifically, I will
18 address the following issues, in whole or in part: Issues 28, 33-35, 40
19 and 53.

20

21 Q. HAVE THE PARTIES DISCUSSED EACH OF THESE ISSUES IN AN
22 INTERCOMPANY REVIEW BOARD MEETING AS ORDERED BY
23 THE FLORIDA PUBLIC SERVICE COMMISSION?

24

25 A. No. Although Bellsouth attempted to engage Supra Telecom on all

1 issues, Supra refused to negotiate the following issues during the
2 Intercompany Review Board: 28,33,34,40, and 53

3

4 **Issue 28: What terms and conditions, and what separate rates if any,**
5 **should apply for Supra Telecom to gain access to and use BellSouth**
6 **facilities to serve multi-unit installations?**

7

8 Q. HAS THE COMMISSION ALREADY ADDRESSED THE ISSUE OF
9 ACCESS TO BELLSOUTH'S FACILITIES IN MULTI-UNIT
10 INSTALLATIONS?

11

12 A. Yes. The Commission first addressed this issue in the arbitration
13 proceedings between BellSouth and MediaOne in Docket 990149-TP.
14 More recently, the Commission addressed this issue in Docket No.
15 990649-TP (the Generic UNE docket) and in Docket No. 000731-TP
16 (AT&T/BellSouth Arbitration). In fact, the commission in these two
17 proceedings adopted BellSouth's position on how Supra Telecom can
18 gain access and use BellSouth facilities in multi-unit installations.

19

20 Q. WHAT IS BELLSOUTH'S PROPOSAL FOR PROVIDING ACCESS TO
21 INTRA-BUILDING NETWORK CABLE (INC) AND/OR NETWORK
22 TERMINATING WIRE (NTW)?

23

24 A. BellSouth will provide access to INC and/or NTW wire pairs as
25 requested by the Alternative Local Exchange Carrier (ALEC) by

1 terminating such pairs on separate connecting blocks serving as an
2 access terminal for the ALEC. BellSouth currently has its own terminal
3 in each garden apartment arrangement or high rise building. BellSouth
4 will create a separate access terminal for any building for which such
5 service is requested. With regard to garden apartments, BellSouth will
6 prewire the necessary pairs to serve each apartment on the access
7 terminal BellSouth builds. For garden apartments, this means that
8 each cable pair available to serve customers in that garden apartment
9 building will appear on BellSouth's terminal and on the access
10 terminal. An ALEC wanting to serve a customer in the garden
11 apartment situation would build its terminal at that location and then
12 wire its cable pair to the appropriate prewired location on the access
13 terminal.

14
15 The treatment for high rise buildings will be different. BellSouth will still
16 build an access terminal to complement BellSouth's own terminal
17 located in the high rise building. The ALEC wanting to access those
18 facilities will still have to build its own terminal for its cable pairs.
19 However, rather than prewiring the access terminal, BellSouth
20 proposes that it will then receive orders from the ALEC and will wire
21 the access terminal it has created as facilities are needed by the
22 ALECs.

23
24 BellSouth does not propose to prewire every pair to the access
25 terminal in high rise buildings because it is simply impractical to do so.

1 The garden apartment terminal might have 20 to 25 loops terminated
2 on it, thus making rewiring the access terminal something that can be
3 done with a reasonable effort. On the other hand, high rise buildings
4 may have hundreds or even thousands of pairs, which would make
5 rewiring the access terminal impractical.

6

7 Q. HAS THIS COMMISSION ALREADY DECIDED THE ISSUE OF
8 WHETHER THERE SHOULD BE AN ACCESS TERMINAL IN BOTH
9 THE CASE OF GARDEN APARTMENTS AND HIGH RISE
10 BUILDINGS?

11

12 A. Yes. This Commission first considered the issue of access to the sub-
13 loop element referred to as NTW in the arbitration proceedings
14 between BellSouth and MediaOne in Docket No. 990149-TP.

15

16 This Commission denied MediaOne direct access to NTW and
17 required an access terminal to be placed between BellSouth's network
18 and MediaOne's network. The access terminal gives MediaOne the
19 access to NTW it desires without reducing network reliability and
20 security. BellSouth believes the underlying issues here (that is,
21 providing an ALEC unbundled access to INC while preserving network
22 reliability and security) are the same as were addressed in the
23 MediaOne arbitration cited above. This Commission determined that
24 MediaOne and others could gain access to unbundled NTW without
25 reducing network security and reliability by adopting BellSouth's

1 proposed form of access. A portion of that Order follows:

2

3 The record does not contain evidence of any case which would
4 support a proposal where one party is seeking to use its own
5 personnel to, in effect, modify the configuration of another
6 party's network without the owning party being present. We find
7 that MediaOne's proposal to physically separate BellSouth's
8 NTW cross-connect facility from BellSouth's outside distribution
9 cross-connect facilities is an unrealistic approach for meeting its
10 objectives. Therefore, BellSouth is perfectly within its rights to
11 not allow MediaOne technicians to modify BellSouth's network.

12

13 Based on the evidence presented at the hearing, we believe
14 that it is in the best interests of the parties that the physical
15 interconnection of MediaOne's network be achieved as
16 proposed by BellSouth.

17

18 The commission has also ruled in the AT&T Arbitration Order, Docket
19 000731-TP, that:

20 The Commission agrees that an "ALEC-access terminal"
21 will enable AT&T to cross-connect its own facilities with the
22 NTW or INC owned by BellSouth. The Commission further finds
23 that the "access" terminal provides a degree of accountability for
24 ALECs that may not otherwise exist if direct connections were
25 permitted. They acknowledge that the proposed access

1 terminal adds another layer of connections to a given circuit, but
2 believes that the benefit of increased control would contribute to
3 the overall network reliability for all concerned, AT&T included.
4 The Commission also finds that the use of an "ALEC access
5 terminal" would reduce the potential risk for AT&T or another
6 ALEC's technicians to intentionally or unintentionally disrupt
7 BellSouth's or other ALECs, end user services, since each
8 company will have the ability to more adequately monitor the
9 activities of their respective terminals.

10

11 Moreover, the Commission concluded in the Docket No. 990649-TP
12 that: "Upon consideration of the record regarding access, we find that
13 access to subloop elements shall be provided via an access terminal,
14 as suggested by BellSouth. The evidence in the record for this
15 proceeding does not support allowing ALECs direct access to
16 BellSouth's unbundled subloop elements." Further in this Order No.
17 PSC-01-1181-FOF-TP on page 96, the Commission stated that "we
18 shall require the parties to evenly split the costs associated with
19 provisioning access terminals."

20

21 BellSouth believes the use of access terminals as ordered by this
22 Commission gives ALECs the requested access to unbundled sub-loop
23 elements while still maintaining network reliability and security. Such
24 access should apply to all sub-loop elements, including access to INC.

25

1 Q. HOW DOES THIS RELATE TO THE ISSUE OF ACCESS TO FACILITIES IN
2 HIGH RISE BUILDINGS?

3

4 A. Just as there was a very good reason to require an access terminal in
5 the garden apartment situation, there is even a better reason to require
6 such an access terminal in high rise buildings, for the reasons I
7 articulate below. Specifically, even in a simple residential garden
8 apartment situation, bridging the working pairs over to the access
9 terminal could, in fact, disturb working customers' services. In a
10 commercial high-rise building involving business customers with high-
11 speed digital data services operating 24 hours per day, the problem is
12 even more acute. Any disturbance of a working circuit would cause
13 irreparable harm to existing services and subject BellSouth to
14 customer complaints. Furthermore, such interruptions could and would
15 be considered by some customers as a serious breach of security.

16 .

17 Further, and while I am in no way disparaging Supra's or any other
18 ALEC's technicians, with direct access it is possible for Supra's or
19 other ALECs' technicians to intentionally or unintentionally disrupt
20 BellSouth's and other ALECs' end user services. That simply presents
21 an unnecessary risk for all involved parties, end users, BellSouth, other
22 ALECs, and Supra itself (i.e., because such actions by some other
23 ALEC could have the same disrupting effect on existing sub-loop
24 elements that Supra is utilizing.)

25

1 Further, with direct access, BellSouth would be at Supra's and other
2 ALECs' mercy to tell BellSouth how, when, where, and the amount of
3 BellSouth's facilities that were being used. I will discuss the record
4 keeping issues involved below, but the bottom line is that such
5 uncontrolled access to these sub-loop elements would have a totally
6 debilitating effect on BellSouth's ability to maintain accurate cable
7 inventory records. It would be simply impossible for BellSouth to ever
8 have an accurate record of its facilities if every ALEC in the state had
9 direct access to these facilities. Of course, the lack of accurate
10 inventory information would result in imminent failure of BellSouth's
11 (and ALECs using loops and sub-loop elements acquired from
12 BellSouth) service provisioning, maintenance and repair processes. I
13 do want to be perfectly clear about this. What we are talking about
14 here, if Supra gets its way, is allowing technicians from any and every
15 ALEC in Florida to walk into an equipment room in a high rise building
16 and start appropriating pairs and facilities for its own use, without
17 consulting with anyone and without any obligation to keep appropriate
18 records so that the next person in the room knows what belongs to
19 whom. It doesn't take much imagination to know what a disaster this
20 would end up being for BellSouth and for the customers in the building
21 in question. It should be noted that *any* mechanized cable
22 management system (CMS) available in the telecommunications
23 market today has at its core the fundamental requirement that the
24 manager of the CMS maintain absolute and full control over cable pair
25 assignment. To do otherwise would result in chaotic failure of the

1 service delivery and maintenance system.

2

3 Q. PLEASE DISCUSS THE ISSUE YOU MENTIONED REGARDING
4 KEEPING RECORDS IF THE ALECs ARE ALLOWED TO WORK
5 DIRECTLY ON BELLSOUTH'S TERMINAL IN CIRCUMSTANCES
6 SUCH AS THOSE WE ARE TALKING ABOUT HERE.

7

8 A. Keeping accurate records of what pairs are spare, working, or
9 defective is critical to ensuring high quality service, both in provisioning
10 new or additional customer lines and in repairing existing customers'
11 service. In the case of INC, maintaining accurate inventory records is
12 especially critical. NTW records consist generally as paper tags or
13 records for each pair of wires that are present at the NTW garden
14 terminal. A technician can usually determine the use to which a
15 particular pair is being put while on-site either via the tag or by
16 electrically testing the NTW. However, such "intrusive testing" by
17 electrically testing the NTW is the cause of disturbance on the line.
18 This is because such intrusive testing cannot be done without
19 interrupting existing line transmissions. Such disturbances can quickly
20 lead to end user dissatisfaction.

21

22 INC cable records are even more problematic because they are
23 mechanized records not available at the access terminal. As
24 mechanically inventoried records, individual assignments of INC pairs
25 are made as orders for service are processed. Should particular INC

1 pairs become unusable, a notation is made in the records system so
2 that the pairs are not assigned as the need arises for additional pairs.
3 Thus, a field technician has no way of using particular INC pairs
4 without risking disruption of service to existing end users. As I
5 discussed earlier, using a test set to determine whether the cable pair
6 is in use would disrupt an in-progress transmission. Utilizing INC pairs
7 at random could result in taking an existing end user out of service, or
8 in having the new end user's service be inoperable because of a faulty
9 INC pair. Should a technician by chance choose a spare INC pair and
10 successfully install the end user's service, there is no means of
11 protecting that service from potential disruptions resulting from the next
12 technician entering that work area, no matter whether that technician is
13 employed by BellSouth, Supra, or another ALEC. As subsequent
14 technicians enter the work scene, the existing INC cable pair records
15 would progressively deteriorate, creating an immediate and significant
16 service problem that would be extremely costly and difficult to correct.

17
18 The bottom line is that allowing an ALEC's technician to try to locate
19 spare facilities to provide service will result in service degradation and
20 chaotic service provisioning by all carriers.

21
22 Q. ARE THERE OTHER CONCERNS TO REPORTING AND
23 INVENTORY WITH RESPECT TO THIS ISSUE?

24
25 A. Yes, and these comments go directly to the heart of the issue of

1 whether a BellSouth technician will be allowed to place the tie cables
2 for the ALEC between the BellSouth terminal and the access terminal
3 created for the use of the ALECs. Without the involvement of a
4 BellSouth technician, it would be entirely possible for an ALEC to
5 provide service over a pair without BellSouth ever knowing that it
6 should charge the ALEC.

7

8 Therefore, as it did with the garden terminals, BellSouth proposes to
9 construct an access terminal. However, it is simply not feasible to
10 prewire every cable pair in every high rise building to the access
11 terminal. Unlike the situation with the garden terminals, there can be
12 hundreds or even thousands of pairs in a high rise building. What
13 BellSouth proposes therefore, is that it not prewire every cable pair, but
14 rather that it be allowed to take orders from the ALECs to prewire just
15 what each ALEC needs, as the ALEC needs the facilities.

16

17

18 **Q. HAVE YOU PREPARED AN EXHIBIT WHICH ILLUSTRATES**
19 **BELLSOUTH'S PROPOSAL REGARDING SUB-LOOP UNBUNDLING**
20 **IN A MULTI-STORY BUILDING?**

21

22 **A. Yes. Exhibit JK-1, which is attached to this testimony, contains three**
23 **(3) pages that I hope will aid in understanding this issue. Page 1**
24 **shows a typical serving arrangement in multi-story buildings for which**
25 **BellSouth is, at present, the sole provider of telephone service. Page 2**

1 shows BellSouth's proposed form of access for an ALEC to the sub-
2 loop elements INC and NTW. BellSouth proposes the use of an
3 access terminal that is cross-connected by tie cable with the terminals
4 of both BellSouth and the ALEC. The access terminal for unbundled
5 INC (UINC) and the access terminal for unbundled network terminating
6 wire (UNTW) access could also serve as a single point of
7 interconnection for use by multiple carriers. Page 3 shows the typical
8 access to UNTW in a "garden" apartment complex. The point to be
9 made here is that the access terminal is cross-connected by tie cable
10 pairs with the terminals of both BellSouth and the ALEC thus allowing
11 an ALEC access while preserving network reliability and security.

12

13 Q. WHAT SOLUTION TO THIS ISSUE DOES BELL SOUTH PROPOSE?

14

15 A. BellSouth believes the Commission should affirm its decisions in
16 dockets 000731-TP and 990149-TP that the appropriate method is to
17 require BellSouth to construct an access terminal for access to NTW or
18 INC pairs as may be requested by an ALEC. Supra (or another ALEC)
19 would interconnect its network to these constructed access terminals.
20 Such a methodology would permit Supra appropriate access to end
21 users while providing both companies the ability to maintain
22 appropriate records on an on-going basis.

23

24 **Issue 33: What are the appropriate means for BellSouth to provide**
25 **unbundled local loops for provision of DSL service when such loops are**

1 **provisioned on digital loop carrier facilities?**

2

3 Q. WHAT IS YOUR UNDERSTANDING OF THE DISAGREEMENT
4 BETWEEN SUPRA AND BELLSOUTH CONCERNING ISSUE 33?

5

6 A. Because Supra has refused to discuss this issue, I do not know
7 Supra's position. Nevertheless, my understanding is that BellSouth and
8 Supra have not reached agreement as to BellSouth's obligations in
9 cases where a given end user's loop is provided over equipment
10 referred to as Digital Loop Carrier and that end user wants Supra's
11 Digital Subscriber Line (xDSL) service which is incompatible with the
12 DLC serving that end user. BellSouth is willing to provide two solutions
13 that will allow Supra to provide its xDSL services in such a situation.

14

15 Q. WHAT ARE THE TWO SOLUTIONS BELLSOUTH AGREES TO
16 PROVIDE TO SUPRA?

17

18 A. The first solution is to move the end user to a loop that is suitable for
19 xDSL service. For example, if the end user is served via DLC but a
20 spare copper loop is available to the end user's premises, BellSouth
21 agrees to move the end user to the copper loop that is capable of
22 supporting xDSL services. BellSouth provides access to all its loops
23 on an unbundled basis including those loops served by DLC
24 equipment. BellSouth has developed a number of different methods
25 for providing such unbundled access, thus ensuring that each and

1 every BellSouth loop can be provided on an unbundled basis
2 regardless of whether the end user (when that end user was a
3 BellSouth customer) is served via DLC.

4
5 The second solution is to allow Supra to collocate its Digital Subscriber
6 Line Access Multiplexer (DSLAM) in the remote terminal housing the
7 DLC and give Supra access to the unbundled network element
8 referred to as loop distribution. BellSouth agrees that in any case
9 where it has installed its own DSLAM in a given remote terminal,
10 BellSouth will accommodate collocation requests from Supra or any
11 other ALEC even if that means that room inside the remote terminal
12 must be augmented or that the remote terminal itself must be
13 expanded or replaced to make room for Supra's or another ALEC's
14 DSLAM. If BellSouth does not accommodate collocation of Supra's
15 DSLAM at the remote terminal where BellSouth's DSLAM is installed,
16 BellSouth will provide unbundled packet switching to Supra pursuant to
17 applicable FCC rules.

18

19 Q. WHAT SOLUTION TO THIS ISSUE DOES BELLSOUTH PROPOSE?

20

21 A. This Commission should affirm that BellSouth has met its obligations
22 for providing access to unbundled loops including the high frequency
23 portion and for collocation in its remote terminals.

24

25 **Issue 34: What coordinated cutover process should be implemented to**

1 **ensure accurate, reliable, and timely cutovers when a customer changes**
2 **local service from BellSouth to Supra?**

3

4 Q. WHAT IS BELLSOUTH'S POSITION ON THIS ISSUE?

5

6 A. The coordinated cutover process proposed by BellSouth ensures
7 accurate, reliable, and timely cutovers. No changes in this process are
8 necessary or appropriate at this time.

9

10

11 Q. HAS THE COMMISSION ALREADY ADDRESSED THE ISSUE OF
12 THE APPROPRIATE CUTOVER PROCESS?

13

14

15 A. No, but BellSouth and AT&T have resolved the issue and have agreed
16 to mutually acceptable language which has been included in CLEC
17 interconnection agreements. BellSouth is willing to accept language
18 agreed to with AT&T in settling this issue.

19

20

21 Q. PLEASE PROVIDE THE COMMISSION WITH SOME IDEA OF WHAT
22 IS INVOLVED IN PERFORMING A LOOP CUTOVER.

23

24

25 A. I have provided Exhibit JK-2, which is attached to my testimony, that

1 shows, pictorially and with a brief narrative, the various work steps
2 involved in a typical loop cutover. These photographs were taken in
3 BellSouth's Norcross, Georgia central office; however, the work steps
4 are identical in all nine states in BellSouth's region. Briefly, the work
5 steps involved are as follows:

- 6 • The BellSouth central office technician receives a call to begin
7 cutover and asks for the cable pair number of the loop to be
8 cutover. This is shown on page 1 of Exhibit JK-2.
- 9 • The technician types the cable pair number into a database to find
10 the loop cutover work order number. This is shown on page 2 of
11 Exhibit JK-2.
- 12 • The technician retrieves a copy of the work order for the unbundled
13 loop. This is shown on page 3 of Exhibit JK-2.
- 14 • The technician in the BellSouth central office responds to the
15 BellSouth UNE Center's request to initiate coordination of the
16 overall cutover of service from BellSouth to the ALEC. This is
17 shown on page 4 of Exhibit JK-2.
- 18 • The technician then verifies that the correct loop has been identified
19 for cutover. This is done using a capability referred to as Automatic
20 Number Announcement Circuit (ANAC). The technician attaches a
21 test set onto the loop and dials a special code. The telephone
22 number associated with that loop is played audibly. This is shown
23 on page 5 of Exhibit JK-2.
- 24 • Next, the technician locates the existing jumper on the BellSouth
25 Main Distributing Frame (MDF) running between the loop and the

- 1 BellSouth switch port. This is shown on pages 6-7 of Exhibit JK-2.
- 2 ● The technician locates and removes the end of the jumper
- 3 connected to the BellSouth cable pair. This is shown on page 8 of
- 4 Exhibit JK-2.
- 5 ● The technician then locates and removes the end of the jumper
- 6 connected to the BellSouth switching equipment. This is shown on
- 7 page 9 of Exhibit JK-2.
- 8 ● The technician then connects the one end of a new jumper
- 9 between the loop and a connector block on a cable rack with tie
- 10 cables to the ALEC's collocation arrangement. This is shown on
- 11 page 10 of Exhibit JK-2.
- 12 ● The technician then weaves the new jumper wire through the cable
- 13 rack to reach the tie cables to the ALEC's collocation arrangement.
- 14 This is shown on page 11 of Exhibit JK-2.
- 15 ● The technician connects the second end of the new jumper to the
- 16 connector block and thus the tie cable to the ALEC's collocation
- 17 equipment. This is shown on page 12 of Exhibit JK-2.
- 18 ● The technician next verifies that the loop is connected to the
- 19 expected switch port and telephone number in the ALEC's switch,
- 20 again using ANAC capabilities. This is shown on page 13 of Exhibit
- 21 JK-2
- 22 ● Upon successful completion of the loop cutover, the technician
- 23 verifies with the ALEC that the order was correctly worked, closes
- 24 the work order, and notifies the UNE Center. This is shown on
- 25 page 14 of Exhibit JK-2.

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Naturally, any errors (both BellSouth's errors and the ALEC's errors) slow the process while corrections are identified and made. While BellSouth should clearly be responsible for its own errors, it should not be held responsible for delayed cutovers due to problems or errors caused by the ALEC. It is obvious from the many steps that have to be taken to correctly perform a loop cutover that the timeframe appropriate for a single loop would not be a reasonable timeframe for a multiple loop cutover for a large end-user such as a major bank or manufacturing firm as most of the individual work steps must be repeated for each loop to be converted.

Q. IS BELL SOUTH IN TOTAL CONTROL OF THE LOOP CUTOVER PROCESS?

A. No. As discussed above, loop cutovers require high levels of coordination between BellSouth and the ALEC to which the unbundled loop is being provided. If an ALEC fails to perform a function in a timely fashion, the delay directly impacts the overall cutover time. Therefore, any measurement of average loop cutover times will reflect not only the efficiency of BellSouth's systems and employees' skills, but also the efficiency of the ALEC's systems and employees' skills. For example, one step in the process occurs after the loop is removed from BellSouth's switch and is connected to the ALEC's switch. At this point in the cutover, tests are performed to verify that the loop is

1 connected to the expected switch port and telephone number in the
2 ALEC's switch. However, if the ALEC has a defective switch port, or
3 has provided an invalid switch port number, or any of a number of
4 other possible errors occurs, BellSouth is powerless to move forward
5 until the ALEC takes appropriate corrective steps. While the ALEC is
6 doing so, the total cutover time clock is still running. Thus, while
7 BellSouth strives to complete loop cutovers in as timely and effective a
8 manner as possible, BellSouth cannot be saddled with the entire
9 responsibility for meeting the stated interval, especially given the
10 ALEC's contribution to total cutover time.

11

12 Q. WHAT EFFECT OR IMPACT DOES BELLSOUTH'S HOT CUT
13 PROCESS HAVE ON CUSTOMERS WANTING TO CHANGE THEIR
14 LOCAL SERVICE TO SUPRA?

15

16 A. A customer may experience service outage if either service provider
17 fails to follow a rational and consistent process for converting live
18 service. However, this is not the norm nor has BellSouth exhibited a
19 pattern of failure that has resulted in the level of service outage alleged
20 to have been experienced by Supra end users.

21

22 BellSouth uses a very detailed process for conversion of live local
23 service and uses these same procedures across the region for all
24 ALECs with a high level of success.

25

1 Q. HAS BELLSOUTH DOCUMENTED ITS HOT CUT PROCESS?

2

3 A. Yes. BellSouth has created a detailed flow chart depicting the entire
4 process. This process flow is attached to this testimony as Exhibit
5 JK-3.

6

7 Q. WHAT SOLUTION TO THIS ISSUE DOES BELLSOUTH PROPOSE?

8

9 A. This Commission should affirm that BellSouth uses a very detailed
10 process for conversion of live local service and that no changes in the
11 process are necessary at this time. These same procedures are used
12 with a high level of success across the region for all ALECs. BellSouth
13 has proposed language that supports these detailed process flows and
14 provides additional support of BellSouth's commitment to provide
15 coordinated conversions to Supra which afford a meaningful
16 opportunity for Supra to compete for local service. BellSouth's
17 processes provide for a conversion that should ensure a smooth
18 transition for an end user electing to change local service providers
19 from BellSouth to Supra with minimal end user service interruption.
20 This Commission should affirm that BellSouth's loop conversion
21 procedures are appropriate and allow for timely conversions without
22 undue customer service disruption.

23

24 **Issue 35: Is conducting a statewide investigation of criminal history**
25 **records for each Supra employee or agent being considered to work on**

1 **a BellSouth premises a security measure that BellSouth may impose on**
2 **Supra?**

3

4 Q. WHAT IS BELLSOUTH'S POSITION ON THIS ISSUE?

5

6 A. BellSouth performs criminal background checks on its employees prior
7 to hiring. Supra should do the same in order for Supra's employees or
8 agents who enjoy unescorted access to BellSouth's central offices and
9 other premises. Such security requirements are reasonable in light of
10 the impact on public safety and the assets being protected as well as
11 the number of new entrants and other telecommunications carriers
12 who rely on the integrity and reliability of BellSouth's network. By
13 requiring criminal background investigations, BellSouth is seeking to
14 protect the consumer and other ALECs up front from the incumbent
15 risks.

16

17 Q. DESCRIBE THE SPECIFIC SECURITY CHECKS BELLSOUTH
18 REQUIRES OF ITS EMPLOYEES, VENDORS, AND OTHER
19 AGENTS THAT ARE IN EFFECT TODAY.

20

21 A. BellSouth requires a seven (7) year criminal background check for all
22 of its employees prior to hiring, and a five (5) year criminal background
23 check for vendors and agents.

24

25

1 Q. HAS THIS COMMISSION ALREADY ADDRESSED THIS ISSUE?

2

3 A. Yes. This issue was recently addressed in the AT&T Arbitration Order,
4 Docket 000731-TP. The commission found that:

5

6 "BellSouth has not demonstrated that its proposed criminal
7 background check will actually enhance its existing security
8 arrangement beyond the psychological "sense of comfort" that
9 any ALEC's employee that has access to BellSouth's networks
10 and premises is free of any criminal offenses. The resulting
11 increase in AT&T's expenses for collocation is potentially a
12 barrier to entry. Further, the record shows that the use of
13 electronic monitoring systems and computerized badges
14 provide adequate and reasonable protection to BellSouth's
15 networks. Thus, we hereby deny BellSouth's proposal as is, but
16 require AT&T to conduct criminal background checks on AT&T's
17 employees and agents, who have been with the company for
18 less than two years, that may work on BellSouth's premises."

19

20 Q. ARE THERE ANY OTHER SPECIFIC REQUIREMENTS THAT THE
21 ALEC SHOULD CONSIDER WHEN ASSIGNING VENDORS AND
22 AGENTS TO BELLSOUTH'S PREMISES?

23

24 A. Yes. The ALEC should not knowingly assign to BellSouth's premises
25 any individual who was a former employee of BellSouth and whose

1 employment with BellSouth was terminated for a criminal offense
2 whether or not BellSouth sought prosecution of the individual for the
3 criminal offense.

4

5 Also, the ALEC should not knowingly assign to BellSouth's premises
6 any individual who was a former contractor of BellSouth and whose
7 access to BellSouth's premises was revoked due to commission of a
8 criminal offense whether or not BellSouth sought prosecution of the
9 individual for the criminal offense.

10

11 Q. DOES BELLSOUTH MEET THE FCC'S REQUIREMENT THAT
12 PERMITS COLLOCATORS DIRECT ACCESS TO ITS EQUIPMENT
13 WITHOUT BEING ESCORTED BY BELLSOUTH PERSONNEL AND
14 WITHOUT THE COLLOCATOR'S EQUIPMENT BEING PHYSICALLY
15 SEPARATED BY A WALL OR OTHER STRUCTURE FROM
16 BELLSOUTH'S EQUIPMENT OR THE EQUIPMENT OF OTHER
17 ALECs?

18

19 A. Yes. However, the FCC's Order raises serious concerns that must be
20 addressed in order to retain the level of network reliability and security
21 that currently exists and which end users and regulators have come to
22 expect. BellSouth has addressed those concerns and is compliant
23 with the FCC's requirements. In order to provide reasonable security
24 measures, BellSouth requires that all collocators' employees and
25 agents undergo the same level of security training, or its equivalent,

1 that BellSouth's own employees, or third party contractors providing
2 similar functions, must undergo. Each collocator must provide its
3 employees and agents with picture identification, which must be worn
4 and be visible in the collocation space or other areas in and around
5 BellSouth's central offices. In its Order, the FCC permitted incumbent
6 LECs to impose security arrangements that are as stringent as the
7 security arrangements the incumbent LEC maintains at its premises for
8 its own employees. BellSouth is not requiring ALECs to perform a
9 seven (7) year criminal background investigation, as it does for its own
10 employees, or a five (5) year criminal background check of BellSouth's
11 vendors and agents. Collocators are required to conduct an
12 investigation of criminal history records for each of the collocator's
13 employees and agents being considered for work within or upon
14 BellSouth's premises. Restrictions are imposed on a collocator's
15 employees or agents with felony or misdemeanor criminal convictions.
16 Also, the FCC's Order provides for additional security measures such
17 as allowing BellSouth to provide a cage around its own equipment.
18 Thus, BellSouth is in compliance with the security provisions required
19 by the FCC's Order.

20

21 Q. DOES BELLSOUTH REQUIRE THAT SUPRA PERFORM SECURITY
22 CHECKS OF ALL ITS EMPLOYEES?

23

24 A. No. BellSouth is indifferent to the security measures and background
25 checks Supra makes for its employees to access its own buildings.

1 However, BellSouth is rightly concerned for proper security measures
2 and background criminal checks for those of Supra's employees for
3 which Supra wants unescorted access to BellSouth's premises. If
4 Supra doesn't want to perform background criminal checks of all of its
5 employees, it need only check those of its employees it wants admitted
6 to BellSouth's premises.

7
8 **Q. IS THE CRIMINAL BACKGROUND CHECK PROPOSED BY**
9 **BELLSOUTH EFFECTIVE IN LIMITING OR RESTRICTING A**
10 **WORKER FROM HARMING OR DAMAGING PROPERTY?**

11
12 **A. Yes. Criminal background checks are a reasonable way to prevent**
13 **known criminals from even being in a place where they could cause**
14 **harm or damage to BellSouth's or an ALEC's network**

15
16 **Q. DOES BELLSOUTH'S PROPOSAL IMPOSE DISCRIMINATORY**
17 **SECURITY REQUIREMENTS ON SUPRA THAT IT DOES NOT**
18 **IMPOSE ON ITSELF?**

19
20 **A. No. Incumbent Local Exchange Carriers (ILECs) such as BellSouth**
21 **are entitled under the FCC's order to "impose reasonable security**
22 **arrangements to protect their equipment and ensure network security**
23 **and reliability." Advanced Services Order at paragraph 46. That is all**
24 **BellSouth's policy is meant to do. BellSouth's security policies are a**
25 **reasonable balance between giving ALECs unfettered access to**

1 BellSouth's premises while maintaining network reliability and security.

2

3

4 Q. WHAT SOLUTION TO THIS ISSUE DOES BELLSOUTH PROPOSE?

5

6 A. This Commission should affirm its decision in AT&T Arbitration Docket
7 000731-TP for those of Supra's employees who will have unescorted
8 access to BellSouth's premises.

9

10 **Issue 40: Should Standard Message Desk Interface - Enhanced (SMDI-**
11 **E) and Inter-switch Voice Messaging Service (IVMS), and any other**
12 **corresponding signaling associated with voice mail messaging be**
13 **included within the cost of the UNE switching port?**

14

15 Q. WHAT IS STANDARD MESSAGE DESK INTERFACE-ENHANCED
16 (SMDI-E)?

17

18 A. Standard Message Desk Interface-Enhanced is the industry term for
19 BellSouth's Simplified Message Desk Interface (SMDI) service. SMDI
20 is a feature that provides the capability for sending call data to a voice
21 messaging service (VMS) provider and allows the voice messaging
22 service provider to signal its end user. Data transmitted from a
23 BellSouth switch to the VMS platform includes the calling telephone
24 number, the called telephone number and the reason for the call being
25 forwarded (that is, busy or no answer). Data transmitted from the VMS

1 platform to the BellSouth switch includes the message waiting
2 indication . The message waiting indication may be either audible
3 (such as so-called "stutter dialtone") or visual (such as a message
4 waiting light on the telephone set).

5

6

7 Q. WHAT IS INTER-SWITCH VOICE MESSAGING SERVICE (IVMS)?

8

9 A. IVMS (which is also referred to as Interoffice Simplified Message Desk
10 Interface or "ISMDI") is the inter-switch version of SMDI. ISMDI takes
11 advantage of the BellSouth CCS7 signaling network which allows a
12 voice messaging provider to offer service to multiple switch locations
13 using a single data facility interconnection.

14

15 Q. ARE SMDI-E AND INTEROFFICE SMDI (ISMDI) USED TO
16 PROVIDE TELECOMMUNICATIONS SERVICE OR
17 INFORMATION SERVICE TO SUPRA'S END USERS?

18

19 A. My understanding is that Supra intends to use SMDI-E and
20 ISMDI to provide an information service (that is, Supra's voice
21 messaging service) rather than to provide a telecommunications
22 service. The Act defines "information service" as follows:

23

24 The term 'information service' means the offering of a capability
25 for generating, acquiring, storing, transforming, processing,

1 retrieving, utilizing, or making available information via
2 telecommunications, and includes electronic publishing, but
3 does not include any use of any such capability for the
4 management, control, or operation of a telecommunications
5 system or the management of a telecommunications service.
6 Section 3(a)41.

7
8 To my knowledge, Supra does not dispute that voice messaging
9 service is an information service rather than a telecommunications
10 service.

11
12 **Q. WHAT SOLUTION TO THIS ISSUE DOES BELLSOUTH PROPOSE?**

13
14 **A. SMDI-E and IVMS both have capabilities that go beyond the**
15 **functionality contained in an unbundled switch port. Both features**
16 **provide for data transmission to and from the customer's voicemail**
17 **platform. BellSouth will provide these data transmission capabilities to**
18 **Supra at the same tariffed rates that it provides SMDI-E and IVMS to**
19 **other unaffiliated voice messaging providers. These are also the same**
20 **tariffed rates BellSouth charges to its own affiliated voice messaging**
21 **provider. As an alternative, Supra may provide its own data**
22 **transmission links or purchase such links from BellSouth at UNE**
23 **prices.**

24
25 **Issue No. 53: Should BellSouth have the right to determine unilaterally**

1 **the demarcation points for access to UNEs?**

2

3 Q. WHAT IS BELLSOUTH'S POSITION REGARDING WHICH PARTY,
4 THAT IS, BELLSOUTH OR SUPRA, SHOULD DETERMINE THE
5 DEMARCATION POINT FOR ACCESS TO UNEs?

6

7 A. BellSouth believes that it has the right to designate the point of
8 demarcation.

9

10 Q. WHY DOES BELLSOUTH BELIEVE IT HAS THE RIGHT TO
11 DESIGNATE THE DEMARCATION POINT?

12

13 A. There is nothing in the 1996 Act or the FCC Rules that allows the
14 ALEC to choose the point of demarcation on the ILEC's network.
15 Thus, BellSouth has the authority to determine the demarcation point
16 at any point within its network including in its central offices for ALECs
17 that choose collocation as their method of interconnecting with
18 BellSouth's network.

19 Q. WHAT IS BELLSOUTH'S POSITION ON WHERE IS THE
20 APPROPRIATE POINT OF DEMARCATION BETWEEN SUPRA'S
21 NETWORK AND BELLSOUTH'S NETWORK?

22

23 A. Each party should be responsible for maintenance and operation of all
24 equipment/facilities on its side of the demarcation point. For 2-wire
25 and 4-wire connections to BellSouth's network in the central office, the

1 demarcation point should be a common block on the BellSouth
2 designated conventional distributing frame (CDF). The ALEC should
3 be responsible for providing, and the ALEC's Certified Vendor should
4 be responsible for installing and properly labeling/stenciling, the
5 common block and necessary cabling to the established demarcation
6 point. For all other terminations, BellSouth shall designate a
7 demarcation point on a per arrangement basis. Any such designation
8 shall allow for all ALECs to access the same or similar UNEs on a
9 nondiscriminatory basis and include technically feasible points within
10 BellSouth's network.

11
12 By addressing the demarcation point in this manner, BellSouth
13 believes that a more standard and administratively simple means for
14 providing UNEs in central office locations will be the eventual result. In
15 addition, the ALEC will have additional options for the collocation effort
16 by making them less reliant on BellSouth and better able to self
17 provision some of the collocation elements.

18

19

20 Q. WHAT SOLUTION TO THIS ISSUE DOES BELLSOUTH PROPOSE?

21

22 A. This Commission should affirm that BellSouth has the right to
23 determine the location of the demarcation point at any point within its
24 network. If the ALECs were allowed to choose their own demarcation
25 points, they would each have different desires and the result would be

1 multiple demarcation points that would make it very difficult for
2 BellSouth to administer. BellSouth will select the demarcation points at
3 locations where it is technically feasible as well as administratively
4 possible. There may be special cases where intervention by the
5 commission is required to determine an appropriate demarcation point,
6 but on whole BellSouth must have the right to make that decision.

7

8 Q. DOES THIS CONCLUDE YOUR TESTIMONY?

9

10 A. Yes.

11

12

13

14

15

16

17

18

19

20

21

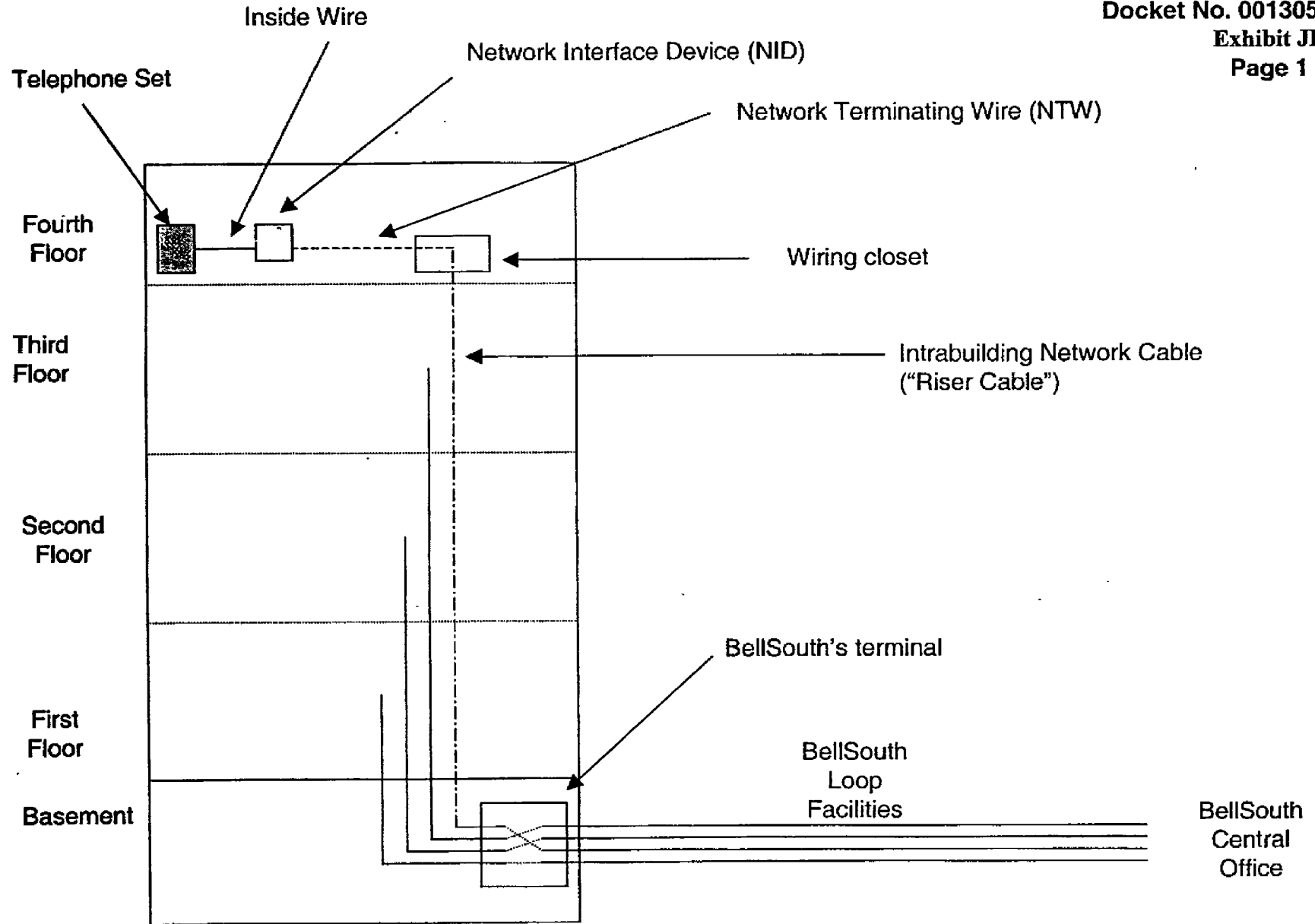
22

23

24

25

Typical existing serving arrangement



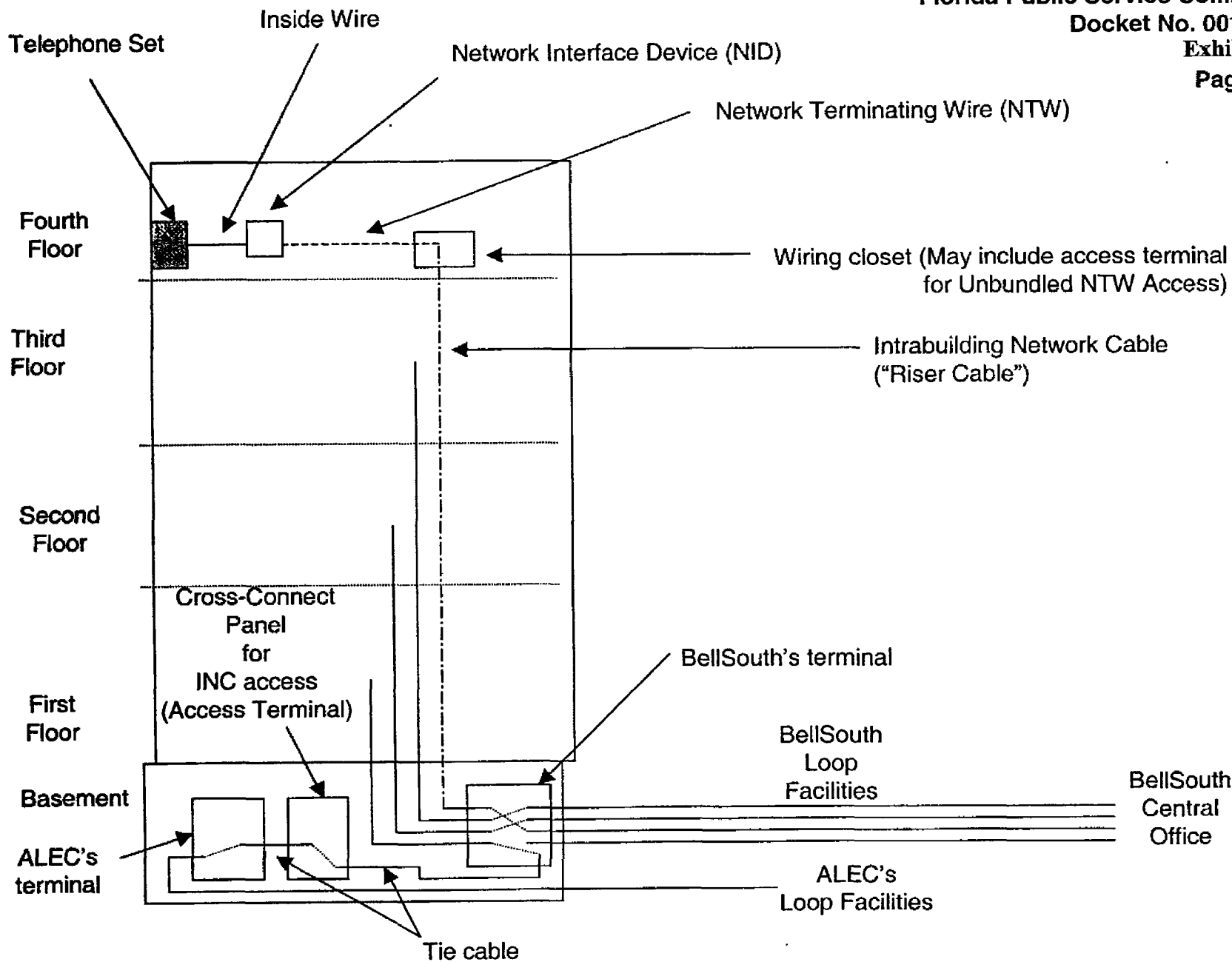
BellSouth's proposed form of access

**BellSouth Telecommunications, Inc.
Florida Public Service Commission**

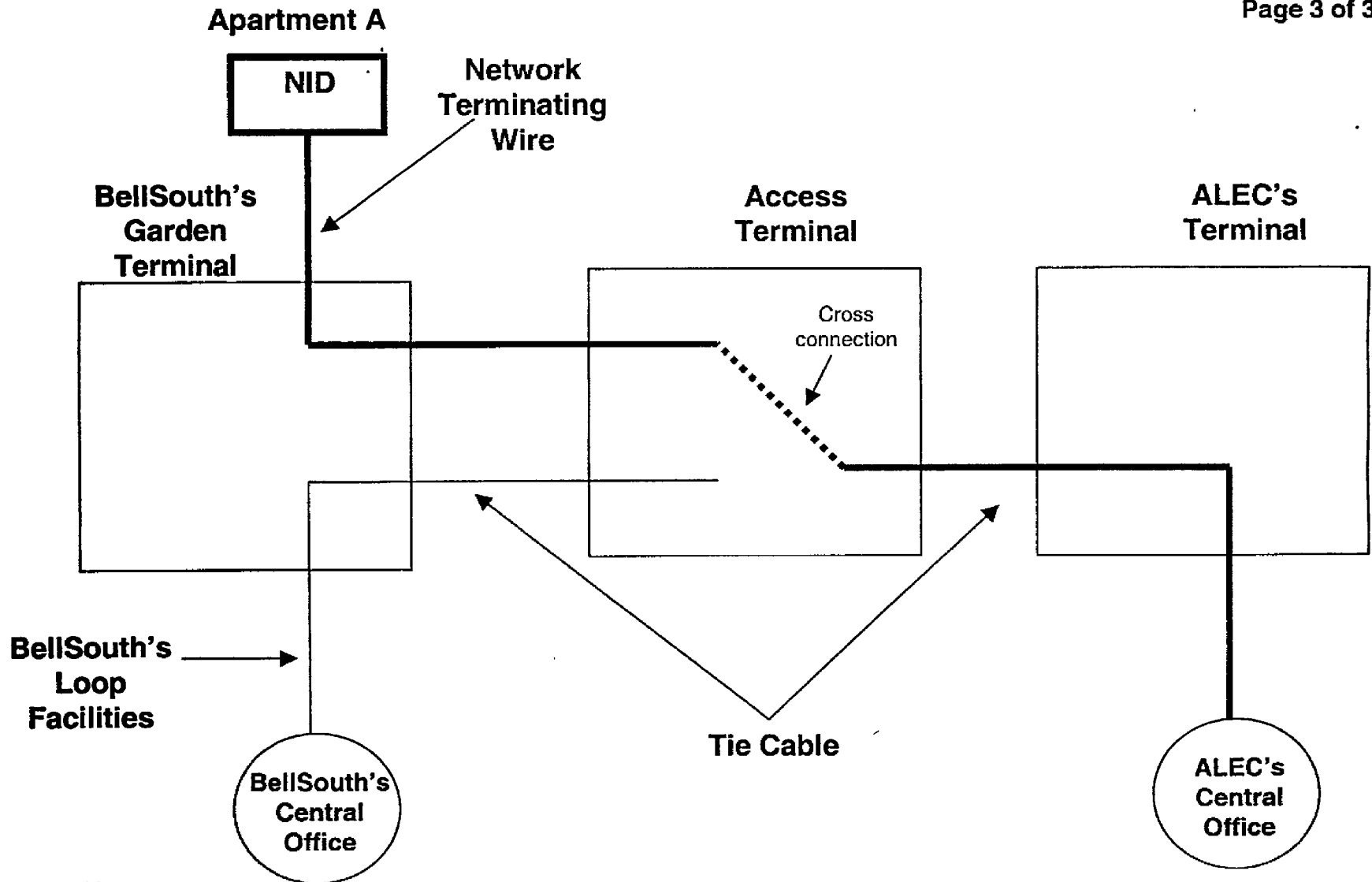
Docket No. 001305-TP

Exhibit JK-1

Page 2 of 3



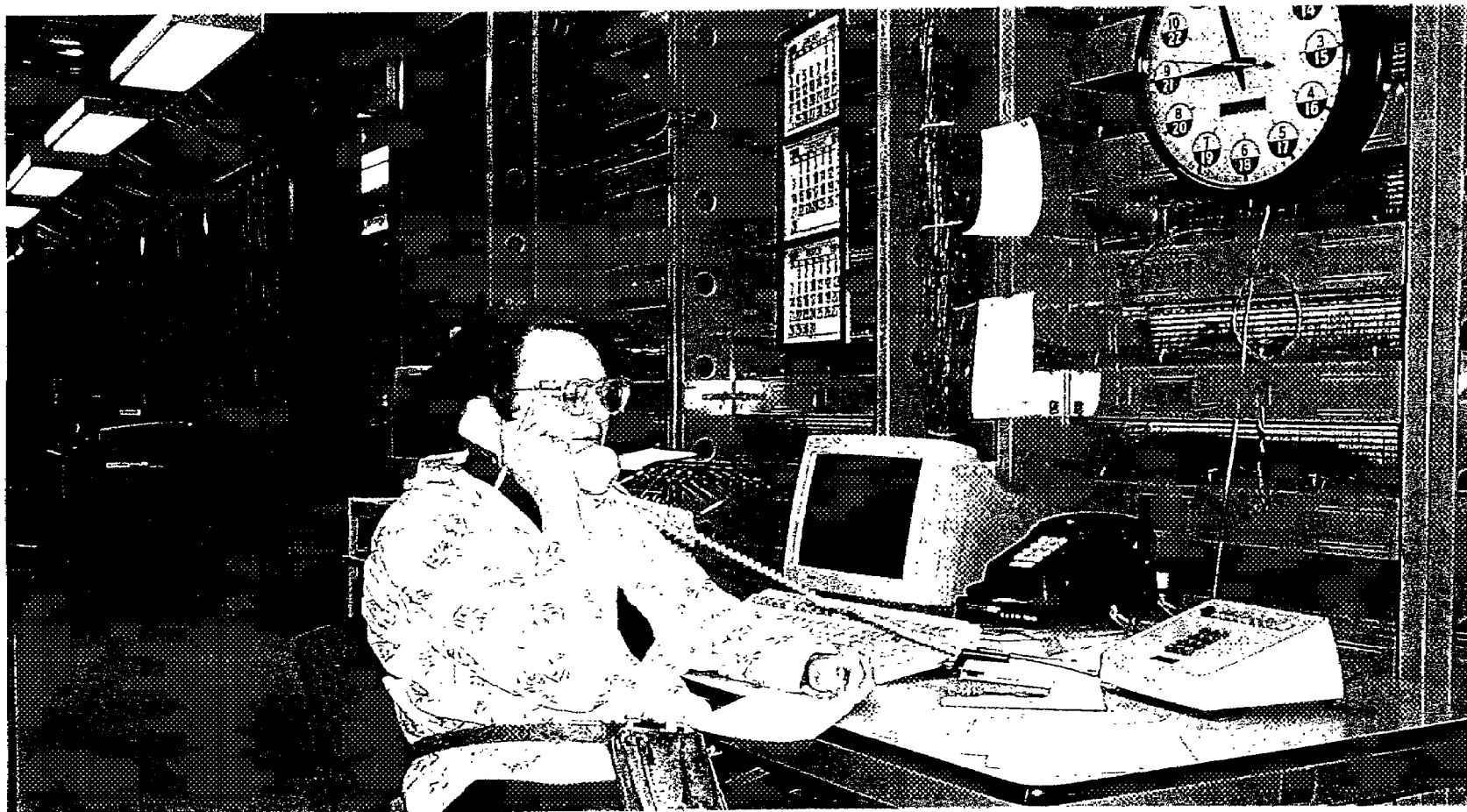
Typical access to unbundled network terminating wire in "garden" apartment



LOOP CUTOVER PROCESS

Step 1: Technician gets call to begin cutover. Asks for cable pair information.

Exhibit JK-2
Page 1 of 14



LOOP CUTOVER PROCESS

Step 2: Technician types in cable pair number to obtain order number.



LOOP CUTOVER PROCESS

Step 3: Technician retrieves copy of work order.



LOOP CUTOVER PROCESS

Step 4: Technician responds to UNE Center request to initiate overall cutover of service from BellSouth to ALEC.



LOOP CUTOVER PROCESS

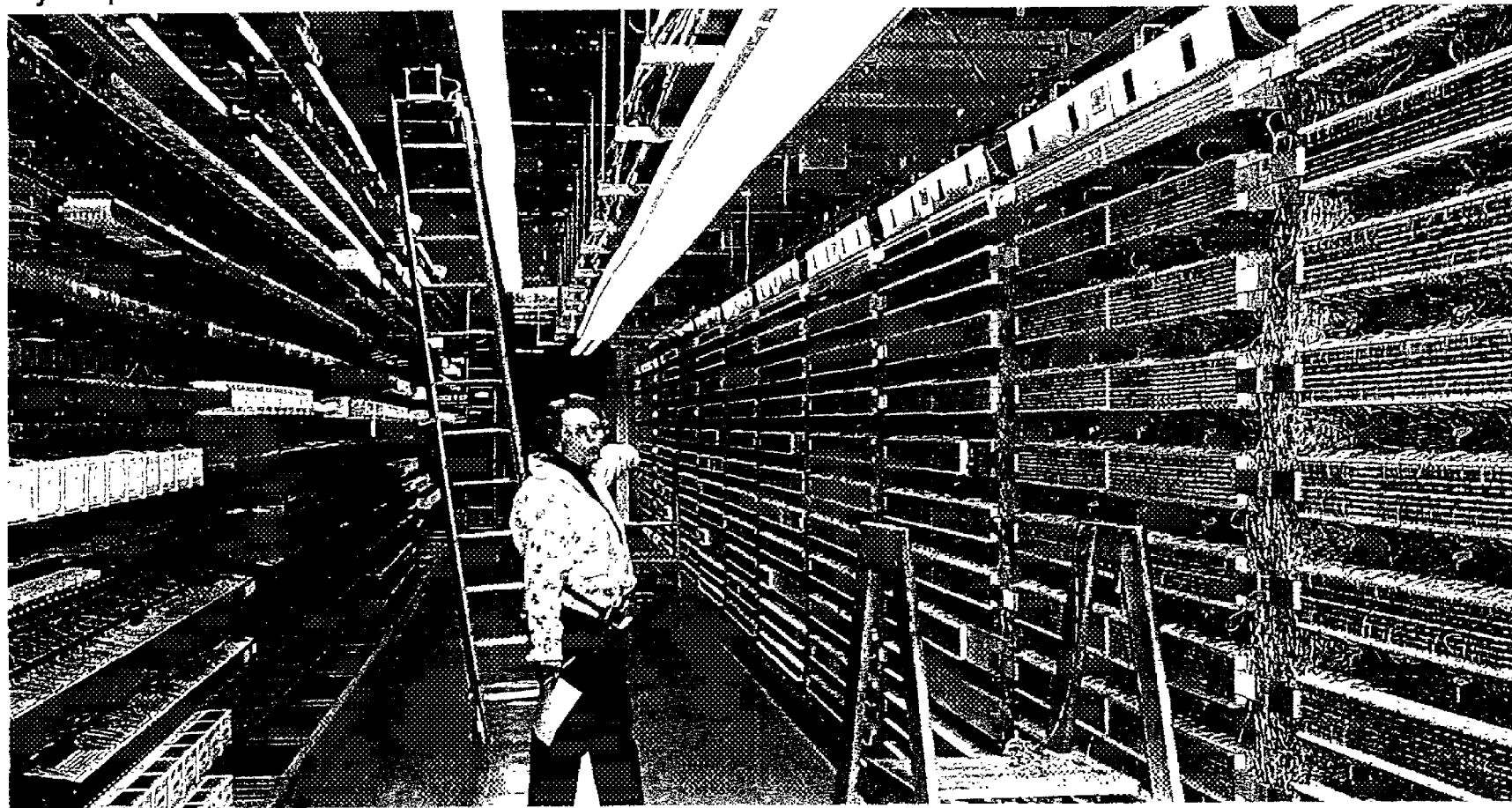
Step 5: Technician conducts ANAC test to verify that correct loop is being cutover.

Exhibit JK-2
Page 5 of 14



LOOP CUTOVER PROCESS

Step 6: Technician walks along Main
Distributing Frame to locate both ends of
jumper to be cut.



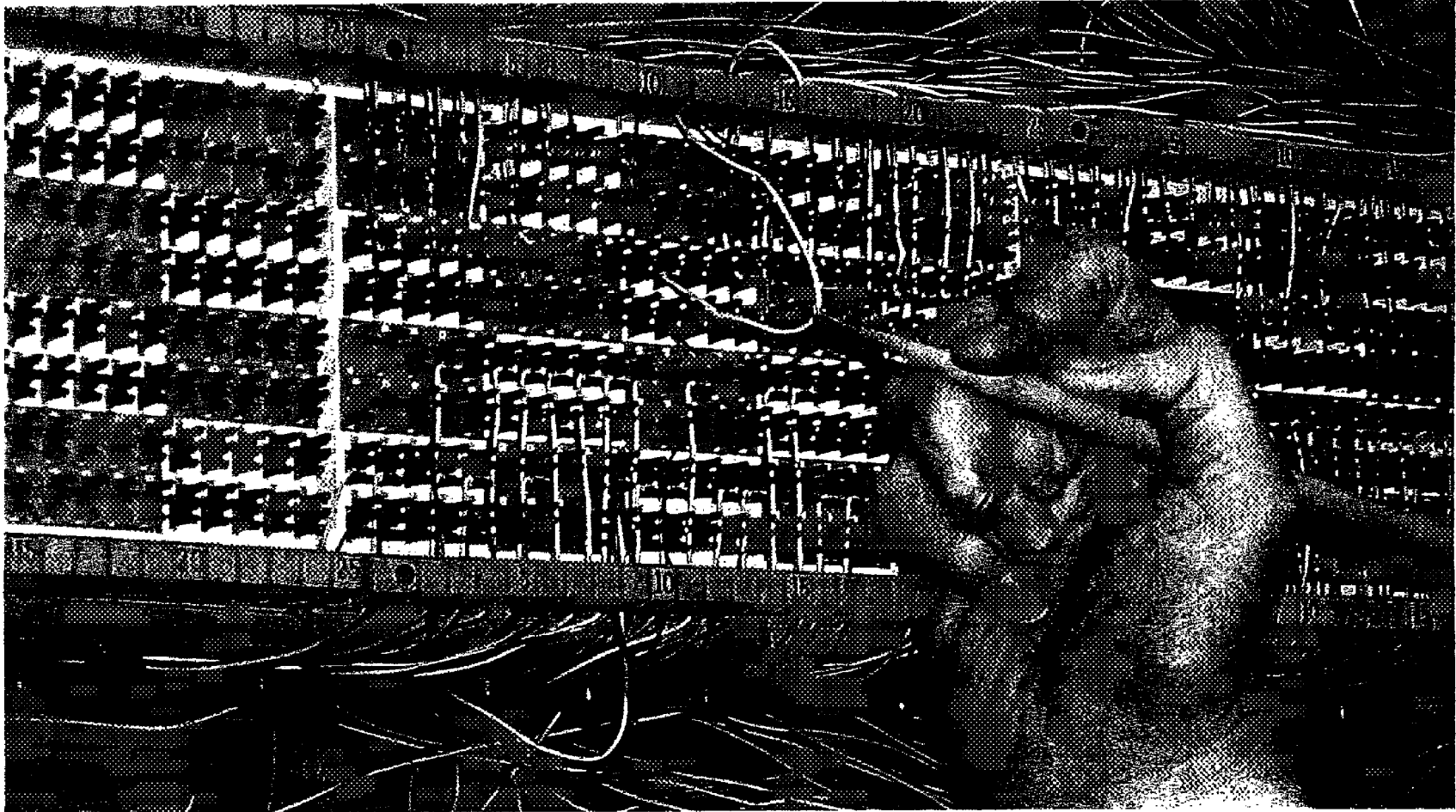
LOOP CUTOVER PROCESS

Step 7: Technician locates precise location of jumper.



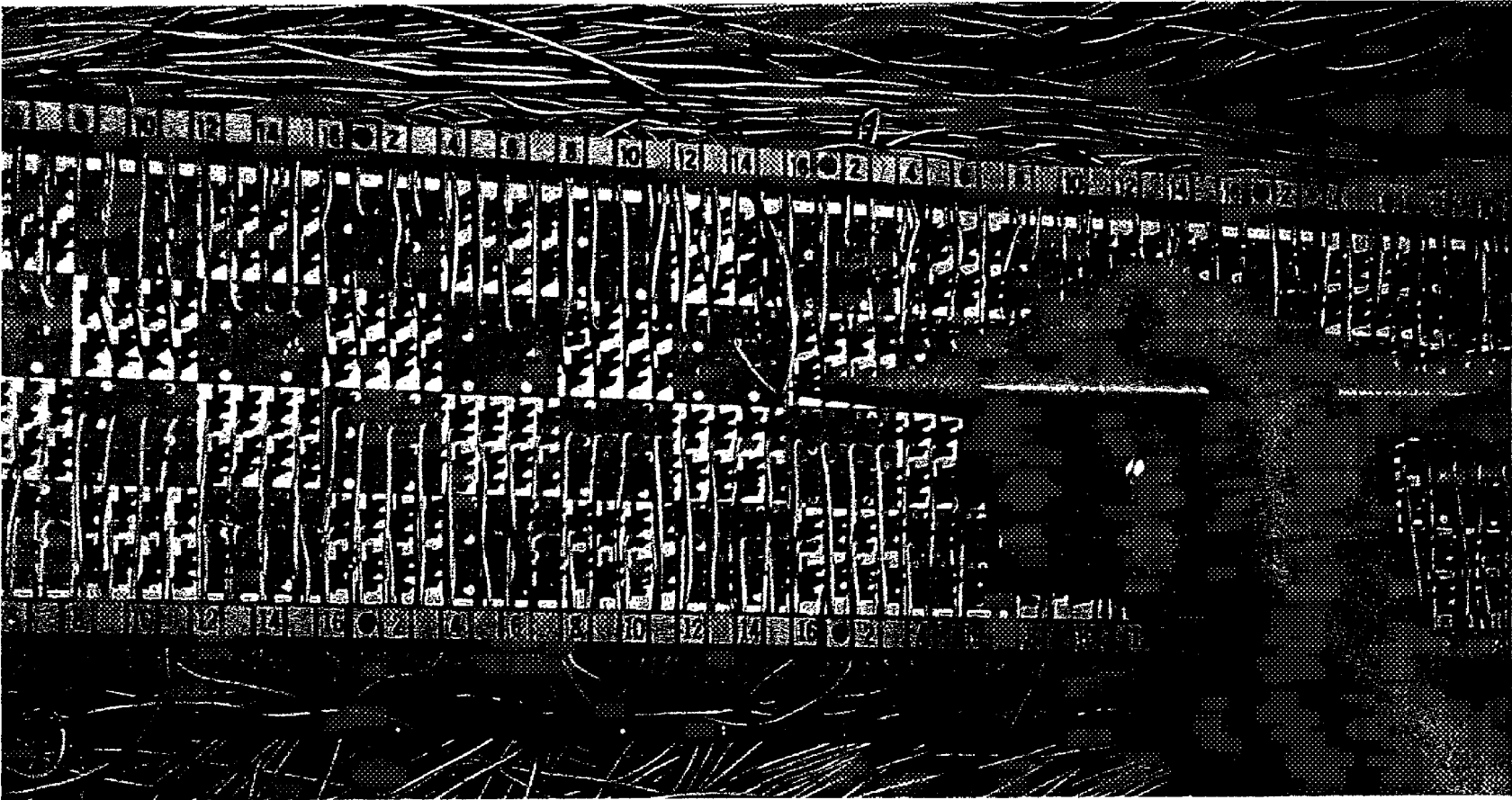
LOOP CUTOVER PROCESS

Step 8: Technician locates and removes end of jumper connected to the BellSouth cable pair.



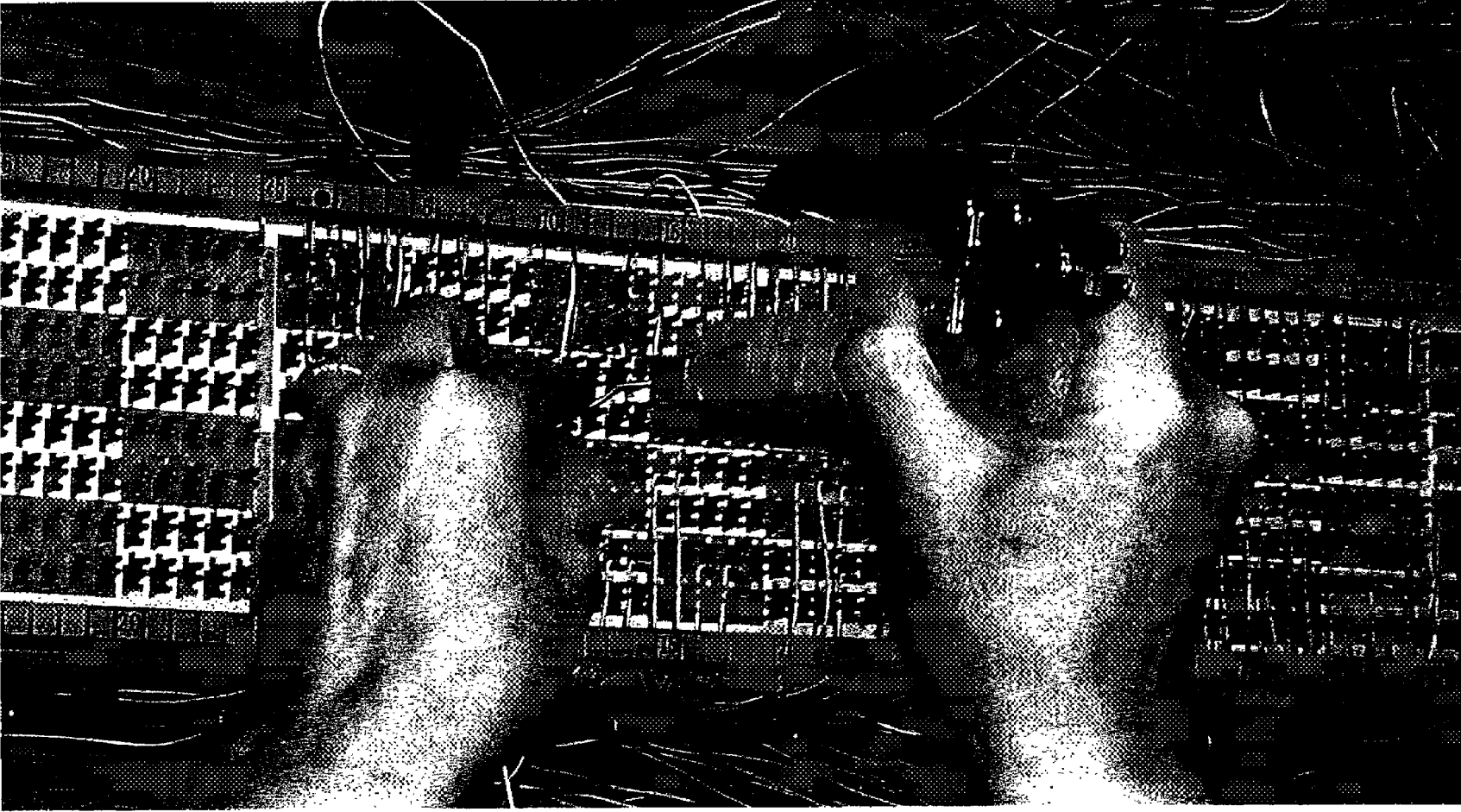
LOOP CUTOVER PROCESS

Step 9: Technician locates and removes end of jumper connected to the switching equipment.



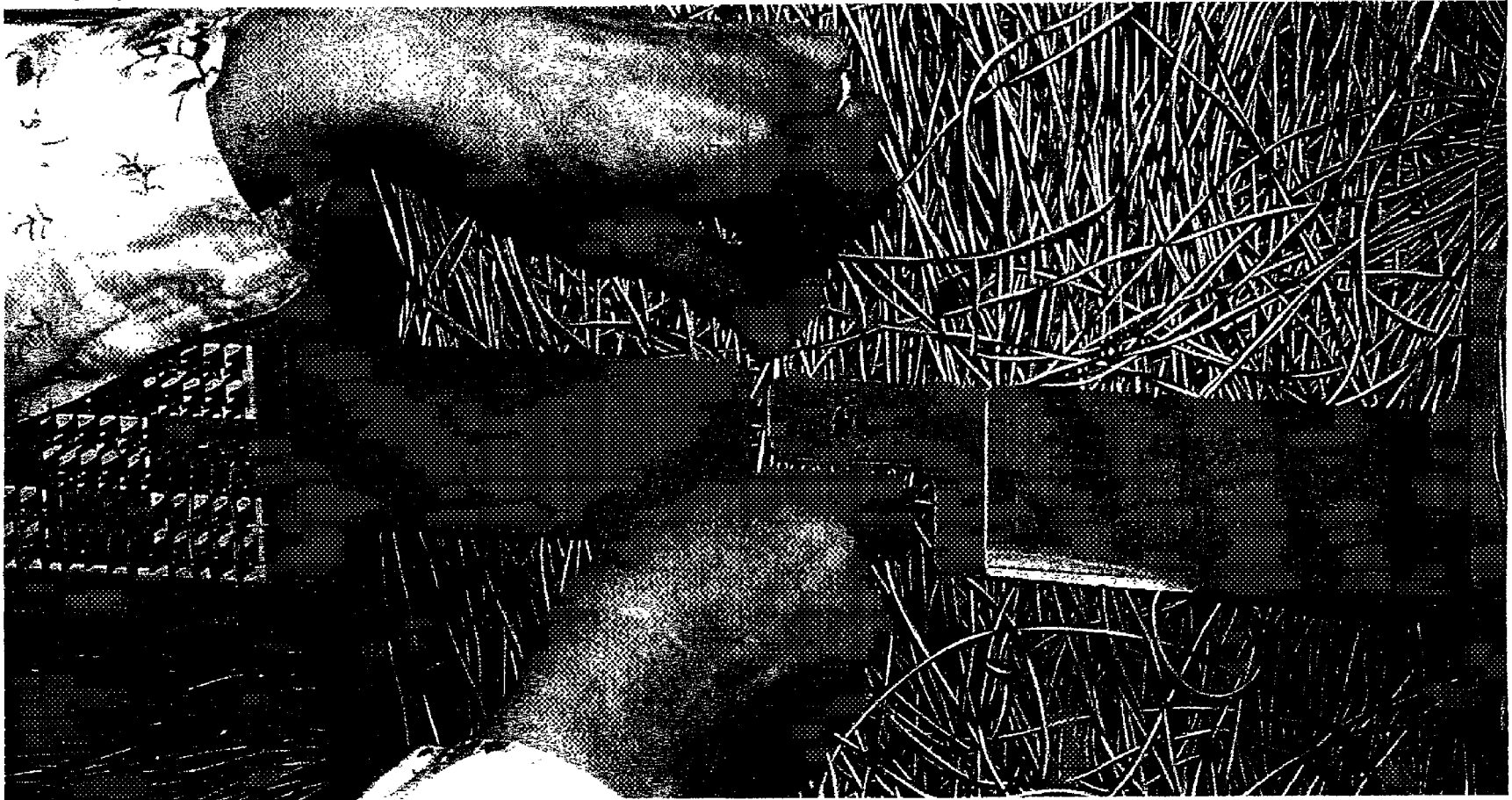
LOOP CUTOVER PROCESS

Step 10: Technician places new jumper on MDF.



LOOP CUTOVER PROCESS

Step 11: Technician weaves wire through cable rack to reach tie cable to ALEC's collocation equipment.



LOOP CUTOVER PROCESS

Step 12: Technician connects new jumper on frame to tie cables to ALEC equipment.



LOOP CUTOVER PROCESS

Step 13: Technician conducts ANAC test to verify that loop has been cut to correct ALEC switch port.



LOOP CUTOVER PROCESS

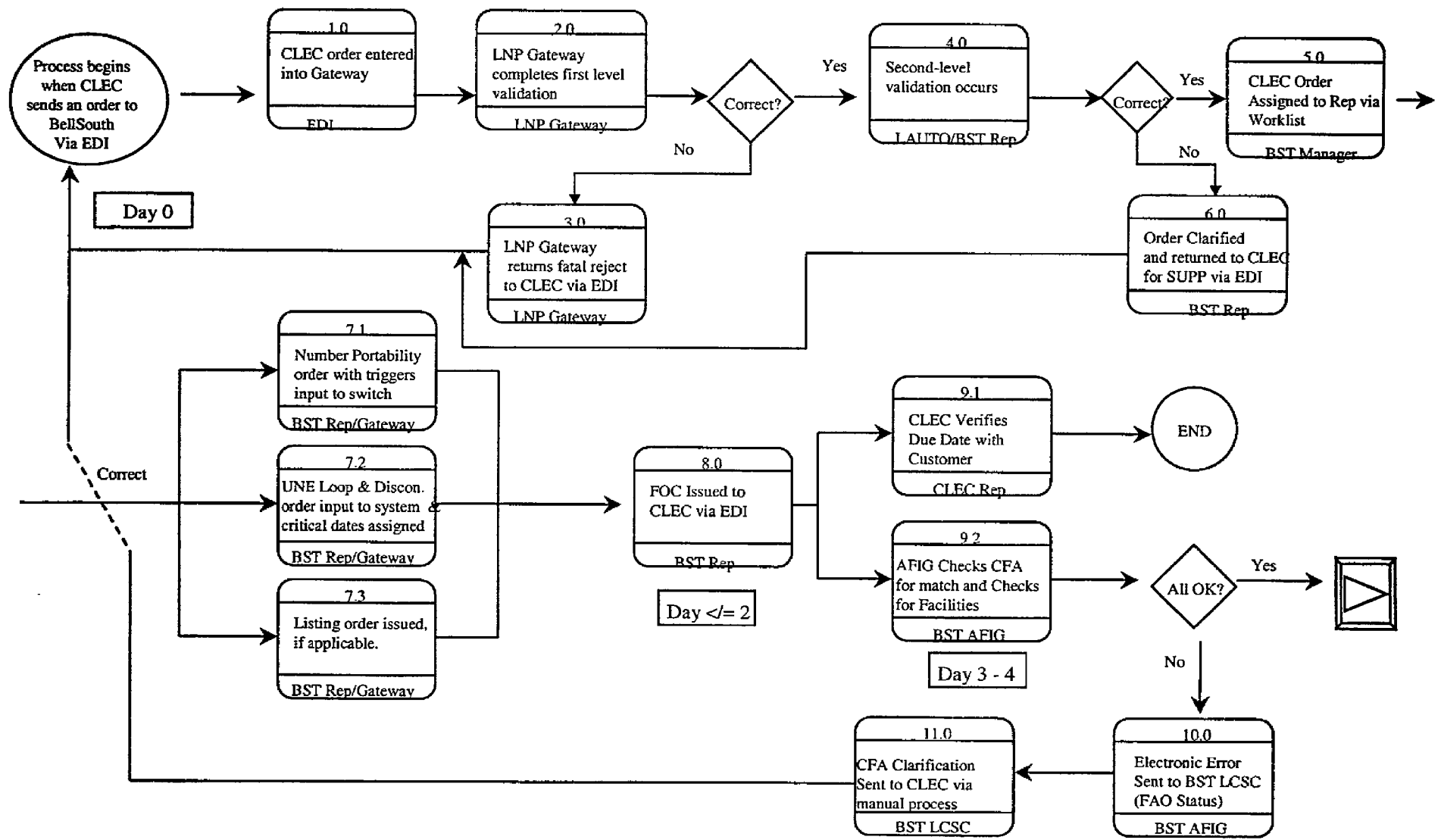
Step 14: Technician verifies cutover with ALEC, closes order, and notifies the UNE Center.



Issue 2,
 4/18/00

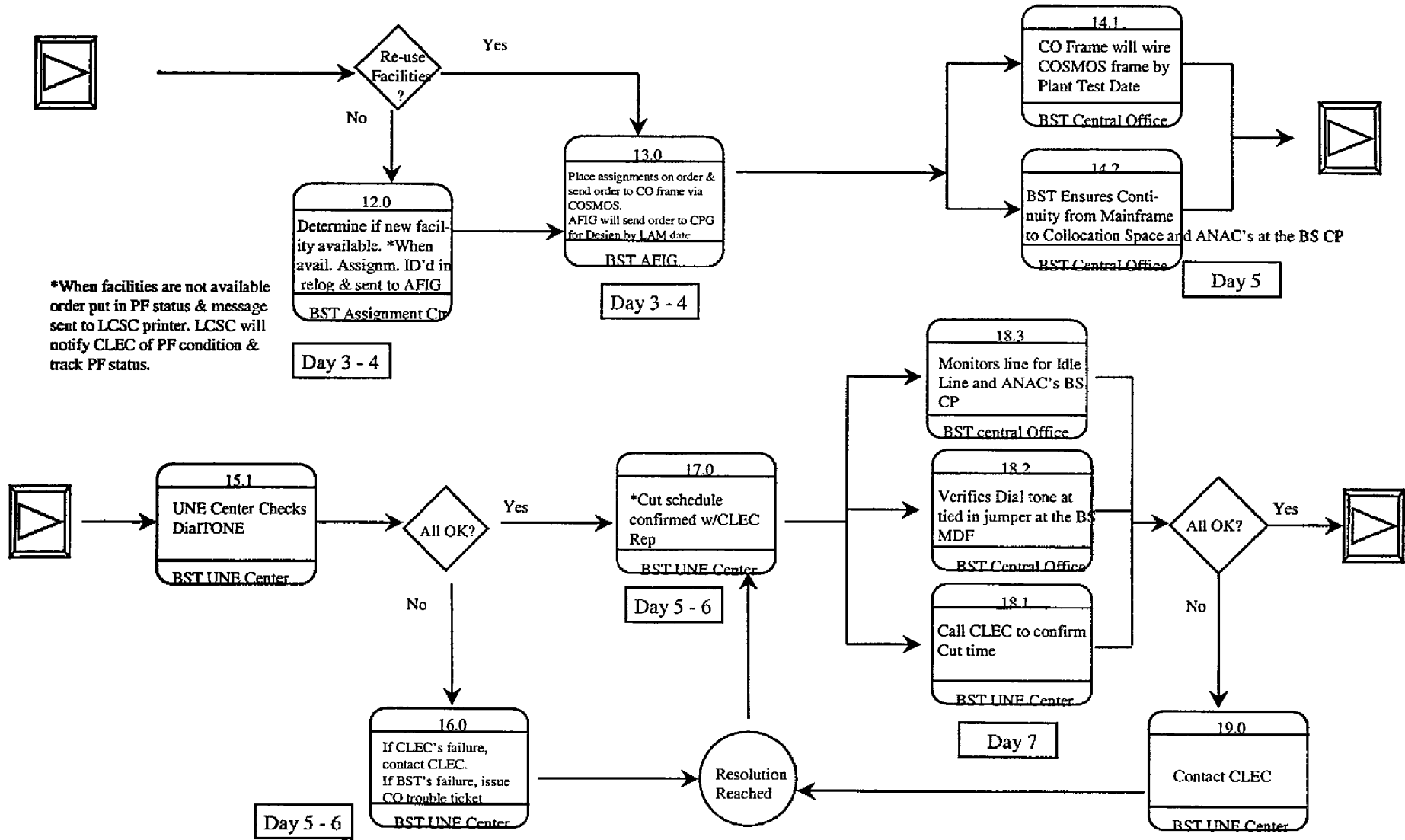
Coordinated Hot Cut Process

Assumption: Non-Complex, Designed Unbundled Voice Loop, CO Conversion, with LNP



Coordinated Hot Cut Process

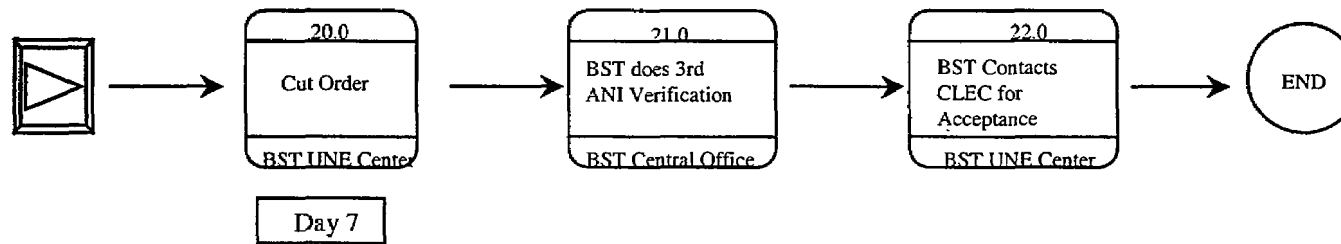
Assumption: Non-Complex, Designed Unbundled Voice Loop, CO Conversion, with LNP



*Note: Within some contracts, UNEC should call CLEC Rep 24 hours before Cut. If call is not made, CLEC will call UNEC.

Coordinated Hot Cut Process

Assumption: Non-Complex, Designed Unbundled Voice Loop, CO Conversion, with LNP



Critical Dates used internally by BellSouth

Service Issue Date
Line Assign Made
Design Verify Assign
Wire Office Toll
Frame Completion Date
Plant Test Date
Due Date

Note: When an order is issued (SID), pseudo order drops to WFA-C to alert UNE Center. Order is screened until designed, then loaded to a UNE technician. The UNE technician will begin testing and verification activity within 24-48 hours prior to the scheduled Due Date.