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BELLSOUTH TELECOMMUNICATIONS, INC  
REBUTTAL TESTIMONY OF WILLIAM N. STACY  
BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION  
DOCKET 960786-TL  
JULY 31, 1997

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

A. My name is William N. Stacy. My business address is 675 West Peachtree  
Street, Room 4410, Atlanta, GA 30375. I am the Assistant Vice President -  
Services for the Interconnection Operations Department of BellSouth  
Telecommunications Inc. ("BellSouth"). In this position I am responsible for  
development of the procedures used by BellSouth personnel to process  
Alternative Local Exchange Company (ALEC) service requests, and for  
assisting the service centers in Interconnection Operations in implementing  
ALEC contracts in a manner consistent with State Commission and Federal  
Communication Commission (FCC) rules and regulations governing local  
exchange competition.

Q. PLEASE SUMMARIZE YOUR BACKGROUND AND EXPERIENCE.

A. I received a Bachelor of Science degree in electrical engineering in 1970  
from the University of Kentucky, in Lexington, KY. I have 27 years of

1 experience with BellSouth, including 5 years with BellSouth Enterprises at  
2 MobileComm, a paging company previously owned by BellSouth. I have  
3 held numerous positions in BellSouth in Network Engineering, Operator  
4 Services, Network Planning, and Network Operations. I am a registered  
5 professional engineer in the states of Alabama, Kentucky and Mississippi.  
6

7 Q. ARE YOU THE SAME WILLIAM N. STACY WHO FILED DIRECT  
8 TESTIMONY IN THIS PROCEEDING?

9  
10 A. Yes.

11  
12 Q.. WHAT IS THE PURPOSE OF YOUR TESTIMONY?

13  
14 A. The purpose of my testimony is to respond to the testimony filed in this  
15 docket by Ronald Martinez of MCI Telecommunications Corporation ("MCI"),  
16 C. Michael Pfau of AT&T Communications of the Southern States, Inc.  
17 ("AT&T"), Douglas Kinkoph of the Florida Competitive Carriers Association  
18 ("FCCA") , John Hamman of AT&T, Julia Strow of Intermedia  
19 Communications Inc. ("ICI"), Melissa Cloz of Sprint Communications  
20 Company L.P. ("Sprint"), and Robert W. McCausland of Worldcom, Inc.  
21 ("Worldcom") as it relates to the appropriate performance measurements. I  
22 will also respond to comments made by Mr. Kenneth A. Hoffman in Teleport  
23 Communications Group, Inc.'s ("TCG") answer to the Petition of BellSouth  
24 Telecommunications, Inc. which was filed with the Commission on July 28,  
25 1997.

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2 **REBUTTAL OF MR. MARTINEZ' TESTIMONY (MCI)**

3

4 Q. ON PAGE 16 OF MR. MARTINEZ' TESTIMONY, HE STATES THAT  
5 BELLSOUTH SHOULD ADOPT AND COMMIT TO PERFORMANCE  
6 MEASUREMENTS. HAS BELLSOUTH ADOPTED AND COMMITTED TO  
7 SUCH MEASUREMENTS ?

8

9 A. Yes. BellSouth has negotiated a set of performance measurements with  
10 AT&T and has filed a signed agreement to this effect with the Florida Public  
11 Service Commission (the Commission or FPSC). Many of these  
12 measurements are similar to those contained in the FPSC rules to which  
13 BellSouth is required to adhere. It was therefore fitting to include these in  
14 the AT&T agreement as well as future negotiations with other ALECs.

15

16 These performance measurements measure parity in the services that BST  
17 provides to the ALECs and to BST retail customers. These measurements  
18 contained in the AT&T agreement also provide performance targets to  
19 ensure non-discriminatory performance in areas such as unbundled network  
20 elements, billing, and access to databases.

21

22 Q. HAS THE COMMISSION ADDRESSED THE ISSUE OF PENALTIES  
23 RAISED BY MR. MARTINEZ?

24

25

1 A. Yes. MCI proposed in the arbitration (Docket 960833 -TP and Docket  
2 960846 - TP) that the Commission adopt provisions that would impose upon  
3 BellSouth various sanctions associated with any failure by BellSouth to meet  
4 certain performance measurements. The FPSC Staff recommended and the  
5 Commission agreed that they would not mandate liquidated damages. The  
6 Commission subsequently approved the MCI - BellSouth interconnection  
7 agreement. That agreement does not contain the penalty provision that Mr.  
8 Martinez wants to add to the SGAT.

9  
10 Q. HAS BELL SOUTH PROPOSED TO EXTEND THE PERFORMANCE  
11 MEASURES AGREED TO WITH AT&T TO OTHER ALECS OPERATING IN  
12 FLORIDA?

13  
14 A. Yes. BellSouth has held discussions with MCI, LCI, Time Warner and others  
15 regarding these same measures. BellSouth has also proposed these  
16 measures as part of the Draft Statement of Generally Available Terms and  
17 Conditions (SGAT) filed as part of this docket.

18  
19 **REBUTTAL OF MR. PFAU'S TESTIMONY (AT&T)**

20  
21 Q. MR. PFAU ADVOCATES THE USE OF THE LOCAL COMPETITION  
22 USERS GROUP (LCUG) PREPARED METRICS AND PROPOSES THESE  
23 AS THE "STARTING POINT FOR MONITORING PARITY OF  
24 PERFORMANCE." DOES BELL SOUTH AGREE?

25

1 A. No. BellSouth and AT&T have negotiated an agreement on a set of  
2 performance measurements applicable to all nine states in BellSouth's  
3 region. This same agreement has been filed with this Commission. This  
4 agreement, as Mr. Pfau references in his testimony, contains a section  
5 entitled Performance Measurement and is Attachment 12 of the signed  
6 agreement between BellSouth and AT&T.

7

8 Mr. Pfau's Florida testimony makes it appear that he wishes to unilaterally  
9 re-open negotiations on these measurements even after the agreement has  
10 been signed. He proposes both additional measurements and modifications  
11 to measures already agreed upon. I do not believe the good faith  
12 negotiations between the two companies were intended to encourage such  
13 comments after the agreement was reached.

14

15 Second, in proposing the performance benchmarks recommended by the  
16 Local Competition Users Group (LCUG) (Pfau Exhibit CMP-2), Mr. Pfau has  
17 completely ignored the issue of parity with those services BellSouth provides  
18 to its retail customers. He discusses the need to create meaningful parity  
19 measurements at some length. Then, instead of proposing parity  
20 measurements, he has proposed an arbitrary set of benchmarks. Unlike the  
21 parity measurements in the AT&T - BellSouth agreement, these benchmarks  
22 do not take into account either the levels of service this Commission has  
23 deemed adequate for the Florida customers in the past, or the day to day  
24 adjustments in due dates and service intervals essential to BellSouth's

25

1 efficient, cost effective management of its service obligations to existing and  
2 future customers in Florida.

3

4 Q. BEGINNING ON PAGE 10 OF HIS TESTIMONY, MR. PFAU DISCUSSES  
5 SEVERAL PERFORMANCE MEASUREMENTS THAT HE INDICATES  
6 MUST BE ADDRESSED IN ADDITION TO THE MEASUREMENTS IN THE  
7 AT&T - BELL SOUTH AGREEMENT. WOULD YOU COMMENT ON THESE  
8 ADDITIONS.

9

10 A. Yes. Mr. Pfau mentions nine (9) areas that he feels are not addressed in the  
11 AT&T-BellSouth Agreement. I will summarize each of them and then  
12 provide my response:

13

14 (1) *Pfau: Timeliness measures for the primary preordering and maintenance*  
15 *activities must be incorporated.*

16

17 Timeliness measurements for assessing BellSouth's Pre-ordering system  
18 have been manual. An automated timing process to compare the response  
19 times of BellSouth's retail customer entry through RNS (Regional  
20 Negotiation System) and an ALEC's entry through the LENS (Local  
21 Exchange Negotiation System) is being developed. In addition BellSouth.  
22 through negotiations with AT&T, is developing an alternate system EC-LITE  
23 (Electronic Communications Lite) that is designed to provide identical access  
24 capabilities to BellSouth's various information databases system using a  
25 programmatic method that should be acceptable to all parties.

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The time required to log a trouble ticket mentioned by Mr. Pfau is simply not a relevant measure in this consideration. As Mrs. Calhoun has testified, BellSouth has made its Trouble Facilitation Analysis Interface (TAFI) available to AT&T and all other ALECs. This interface is identical to the interface being used by BellSouth's repair representatives. Since the systems are identical, the time to "log" a trouble ticket is dependent on the skill of the customer contact representative - not on the system. A comparison of AT&T's skills in this area to BellSouth's does not seem to be a measure of timeliness but rather a measure of the relative efficiency of the two organizations.

*(2) Pfau: Timeliness measures for return of order completion must be established.*

BellSouth's provisioning system provides for automatic updating of the status once an order has been completed by a BellSouth network technician or by a network system. These notifications are posted automatically to the Local Exchange Ordering database for the ALEC to view or retrieve. Since these compilations are posted after the service has been installed or changed for the ALEC's end user, they are an after the fact notification. The appropriate measure of timeliness in this instance is the measure of whether the due date committed to the end user was met. This measure (Percent Due Date met) is already incorporated in the AT&T - BellSouth agreement.

1 (3) *Pfau: System availability measures must be defined for each operational*  
2 *interface.*

3

4 System availability has not been an issue in BellSouth's retail operation.

5 Downtime for normal system maintenance has generally been in late

6 evening and not had impact on operations. As a result of negotiations with

7 ALECs, BellSouth is developing a system availability measurement.

8

9 (4) &(5) *Pfau: Availability measures for network elements and performance*  
10 *measures for network elements must be addressed.*

11

12 Measurements and transmission requirements for BellSouth and other

13 ILEC's network performance requirements, both InterLATA and IntraLATA,

14 are detailed in the General Subscriber Service Tariff, Private Line Tariff,

15 Access Service Tariff and Florida Public Service Rules and Regulations on

16 file with this Commission. The only thing missing which would provide a

17 complete picture of service provided to Florida end users is a duplicate set of

18 measurement requirements on ALECs for their own facilities and systems.

19

20 (6) *Pfau: Operator Service ("OS") and Directory Assistance ("DA") speed of answer*  
21 *measures must be incorporated.*

22

23 These measures are in place today, and are regularly reported to the

24 Commission. The addition of other trunk groups carrying ALEC traffic to

25



1 BellSouth's Operator Services and Directory Assistance units will not change  
2 the fact or the substance of these measures.

3

4 (7) *Pfau: Network Performance measures (e.g., transmission quality and*  
5 *completion rates) must be addressed..*

6

7 The most accurate measure of the performance of the network is the ability  
8 of the end users to utilize the network for service from BellSouth or an  
9 ALEC. Rather than instituting an arbitrary set of network performance  
10 measures, the Commission should continue to depend on the end users of  
11 the services to report whether those services are meeting their requirements.  
12 This can be accomplished using the trouble reporting process, and the  
13 measurements described in items (4) and (5) above, as well as those  
14 measurements included in BellSouth's agreement with AT&T. The  
15 comparison of the results provided for BellSouth's end users with the service  
16 provided to AT&T 's (or other ALEC's) end users will demonstrate parity of  
17 network performance.

18

19 (8) *Pfau: Fallout to manual processing must be monitored.*

20

21 Mr. Pfau apparently is more concerned with measurements of BellSouth's  
22 internal processes than he is with providing service to AT&T's newly  
23 acquired end users. If his concern were focused on the end users, he would  
24 recognize that the measure for Due Dates met, provided in the AT&T-

25

1 BellSouth contract, combines all of his suggested process measures into a  
2 meaningful measure of the timeliness of providing service to the end user.

3

4 (9) *Pfau: Capacity measurements must be developed; for example, a measure that*  
5 *monitors the average delay (e.g., days) in the actual completion date*  
6 *compared to committed date.*

7

8 Once again, Mr. Pfau has failed to recognize that his concerns have already  
9 been addressed in the AT&T-BellSouth agreement in a context that is more  
10 meaningful to the end user of the service. AT&T has access to the same  
11 due date system, DSAP, the Direct Order Entry (DOE) Support Application  
12 Processor, that BellSouth uses internally. This system automatically selects  
13 the earliest available due date regardless of whether BST, AT&T, or another  
14 ALEC is inputting the service order. The measurement in the AT&T-  
15 BellSouth agreement on how often the completion date matches the  
16 committed or due date is the percent met service order appointments. A  
17 comparable process in BellSouth maintenance systems provides the percent  
18 repair appointments met. This information will be provided in September for  
19 ALECs who have signed agreements with BST. The information will include  
20 BST's comparable statistics. This information will demonstrate parity. As  
21 further information to this Commission, these many same measurements are  
22 reported by BellSouth quarterly as required by the Florida PSC Service  
23 Rules and by FPSC Service Evaluations.

24

25

1 Q. ON PAGE 18 OF MR. PFAU'S TESTIMONY, HE STATES THAT  
2 "MEASURES ORIENTED TOWARD A PERCENTAGE OF CASES  
3 EXCEEDING A TARGET DO NOT ALLOW MONITORING FOR  
4 NONDISCRIMINATION BECAUSE THE MEASURE TRACKS ONLY THE  
5 FREQUENCY THAT A POTENTIALLY ARBITRARY THRESHOLD IS  
6 EXCEEDED...". IS THIS TRUE?  
7

8 A. Yes. This is true if the thresholds are arbitrary. However, the AT&T-  
9 BellSouth contract recognizes that the thresholds used for percentage  
10 measurements, such as percent due dates met, are not arbitrary, but are  
11 based on a specific commitment to the end user of the service. It is obtained  
12 from the same system BellSouth uses to establish commitments to its retail  
13 end users. Since the specific thresholds (the due dates established for  
14 individual services) come from the same source, the percent measurement  
15 is an excellent demonstration of parity.  
16

17 **REBUTTAL OF MR. KINKOPH'S TESTIMONY**  
18

19 Q. MR. KINKOPH STATES THAT THE FLORIDA PUBLIC SERVICE  
20 COMMISSION SHOULD TAKE A ROLE IN APPROVING PERFORMANCE  
21 STANDARDS. DO YOU AGREE?  
22

23 A. Yes. However, I believe the appropriate approach is a set of standards  
24 negotiated between the parties involved and approved by the Commission,  
25 rather than an arbitrary set of standards and benchmarks established by

1 ALECs. Mr. Kinkoph may believe that the standards set forth in my  
2 testimony are only a subset of the standards he deems essential, but they  
3 are the standards agreed to by the largest member of FCCA and the LCUG  
4 -- AT&T.

5  
6 The FCC has declined to create a set of national standards for either OSS  
7 access or performance, implicitly deferring this authority to the state  
8 commissions. Until such time as the FCC changes its position, any national  
9 standards such as those advocated by LCUG should not be considered by  
10 the Florida Commission.

11

12 **Rebuttal of Mr. Hamman's testimony (AT&T)**

13

14 Q. ON PAGE 13 OF MR. HAMMAN'S TESTIMONY HE REFERS TO THE  
15 AT&T - BELLSOUTH AGREEMENT ON PERFORMANCE  
16 MEASUREMENTS AS "INTERIM MEASUREMENTS." IS THIS CORRECT?

17

18 A. No. This is completely inaccurate and misleading to this Commission. In  
19 this agreement between AT&T and BellSouth, which was Exhibit WNS-A to  
20 my Direct Testimony, BellSouth commits to provide the same level of service  
21 to AT&T that BellSouth provides to its retail operations. As this Commission  
22 is aware, many Service Measurements are already reported by local  
23 exchange providers to this Commission, so permanent measurements  
24 already exist. It would appear that Mr. Hamman does not fully understand  
25 the negotiations that took place between his company and BellSouth.

1

2 **Rebuttal to Ms. Strow's Testimony (ICI)**

3

4 Q. ON PAGE 50 AND 51 OF HER TESTIMONY, MS. STROW DISCUSSES  
5 AND INTRODUCES AS AN EXHIBIT THE PERFORMANCE STANDARDS  
6 PROPOSED BY THE LOCAL CARRIERS USERS GROUP ("LCUG").  
7 WHAT IS BELL SOUTH'S POSITION?

8

9 A. As discussed in my rebuttal to Mr. Kinkoph's testimony, the performance  
10 standards negotiated between AT&T and BellSouth are ready to implement  
11 now. The restart of the process, which Ms. Strow suggests and would take  
12 up to a year, is completely unnecessary. Also, Ms. Strow suggests the need  
13 for standards for data services in addition to those service categories  
14 already listed in BellSouth's proposal. As I have discussed several other  
15 places in this testimony, the ultimate test for whether a service is performing  
16 as required is the end users' acceptance of that service. The proposed  
17 measures include the end users' initial acceptance of the service (Due Date  
18 Met), measures of their initial use of the service (Trouble reports within 30  
19 days of installation), and any problems with ongoing use of the service  
20 (Report Rate, Average Duration of Troubles, and Repeated reports within 30  
21 days). These measures are applicable regardless of the type of service  
22 being measured. Since the end users control these reports, and they are  
23 the ultimate users of the service, these reports are adequate for each type of  
24 service, including data services.

25

1 **Rebuttal to Ms. Closz (Sprint)**

2

3 Q. ON PAGES 19 AND 20 OF HER TESTIMONY, MS. CLOSZ DISCUSSES  
4 THE IMPLEMENTATION SCHEDULE OF AGREED UPON  
5 PERFORMANCE MEASURES. DO YOU HAVE ANY COMMENT?

6

7 A. Yes. BellSouth has informed all ALECs with whom we have signed  
8 agreements that the initial reporting of performance results will begin in  
9 September, 1997, to reflect August, 1997, data.

10

11 **Rebuttal to Mr. McCausland (Worldcom)**

12

13 Q. ON PAGES 22 AND 23 OF HIS TESTIMONY, MR. MCCAUSLAND  
14 MENTIONS SEVERAL "OBVIOUS EXAMPLES" OF MEASUREMENT DATA  
15 HE BELIEVES ARE NEEDED. ARE THESE MEASURES INCLUDED IN  
16 BELL SOUTH'S CURRENT PROPOSAL?

17

18 A. Yes. Each of these measurements is included in an existing measure  
19 proposed by BellSouth, although the metric proposed for capturing the data  
20 may not be exactly the same as that suggested by Mr. McCausland.

21

22 First, Mr. McCausland suggests that an appropriate measure would be to  
23 compare the average time to install unbundled loops for Worldcom with the  
24 average time BellSouth uses to provide loops to its own customers. While on  
25 the surface this might seem to be a proper comparison, I'd like to examine

1 his proposal in more detail and highlight the problems with the proposed  
2 measurement.

3

4 When BellSouth provides a service using a loop to one of its customers, it  
5 utilizes systems and processes that have been developed over a long period  
6 of time. These systems and processes assign and coordinate the  
7 connection of the loop to the equipment required in the serving wire center,  
8 test the service, and turn it over to the end user for service.

9

10 When a similar service is provided to a Worldcom end user using a  
11 BellSouth unbundled loop, there are a significant number of differences in  
12 the process. At this time, BellSouth is providing only a portion of the total  
13 service - the unbundled loop. The process of coordinating the installation of  
14 the entire service, assigning, configuring, and connecting the equipment in  
15 the serving office to the loop, and testing the service before turning it up to  
16 the end user are now Worldcom's responsibility. BellSouth's commitment is  
17 to provide an unbundled network element (the unbundled loop in this case)  
18 on the agreed to due date to Worldcom, so Worldcom can provide service to  
19 their end user. The appropriate measure of BellSouth's performance in this  
20 case is the measure of Percent Due Dates Met for unbundled elements.  
21 This measure is contained in BellSouth's proposal.

22

23 Second, Mr. McCausland states that BellSouth should provide the mean  
24 time to repair (MTTR) for ALECs compared to the same time BellSouth  
25 repairs its retail customer trouble reports. The MTTR measurement

1 described by Mr. McCausland already exists. In BellSouth's proposal it is  
2 the average duration measurement in the repair category. He apparently  
3 misread this part of BellSouth's proposal.

4  
5 Third, Mr. McCausland states that BellSouth must measure cycle time for  
6 ALECs and itself. The cycle time measurement comparison described by  
7 Mr. McCausland is captured by the Percent Due Date met measurement in  
8 combination with the ALEC's access to BellSouth's due date processor as I  
9 described in my rebuttal to Mr. Pfau's testimony above.

10

11 Finally, as I also described earlier, BellSouth is preparing an availability  
12 measure for the ALEC interface systems, similar to that described by Mr.  
13 McCausland.

14

15 **Rebuttal of Mr. Hoffman's Statement**

16

17 Q. DO YOU AGREE WITH MR. HOFFMAN'S STATEMENT THAT THE  
18 PERFORMANCE REPORTS PROVIDED BY BELLSOUTH FAIL TO  
19 PROVIDE SUFFICIENT INFORMATION FOR THIS COMMISSION TO  
20 DETERMINE WHETHER SERVICE PARITY IS BEING PROVIDED?

21

22 A. Absolutely not. As I have established in both my direct testimony and in my  
23 responses herein to other testimony in this docket, the performance  
24 measures embodied in the agreement between BellSouth and AT&T as well

25



1 as other performance results regularly submitted to the FPSC and the FCC  
2 are more than adequate to monitor service parity concerns.

3

4 Q. ON PAGE 4 OF HIS ANSWER TO THE PETITION OF BELLSOUTH, MR.  
5 HOFFMAN ALLEGES THAT BELLSOUTH IS NOT PROPERLY SIZING  
6 TRUNK GROUPS RESULTING IN BLOCKAGE OF TCG TRAFFIC. WHAT  
7 IS YOUR RESPONSE?

8

9 A. I am startled that Mr. Hoffman would make such a statement. First, the  
10 number of one-way trunk groups which deliver traffic to TCG's switch is  
11 determined solely by TCG. BellSouth will install as many as TCG wishes to  
12 order. Second, with regard to the trunks between BellSouth's switch and the  
13 tandem, these trunks carry not only TCG's traffic, but all other traffic  
14 including BellSouth's. The FPSC Service Rules in Section 25-4.071  
15 Adequacy of Service under paragraph (1) state that the call completion  
16 standard for trunked calls is 97%. BellSouth routinely completes 99% or  
17 better. The most recent Service Evaluations performed by the FPSC Staff  
18 show that BellSouth's completion rate for inter-office call completions was  
19 100%. This measurement included tests between BellSouth offices and  
20 ALEC offices. Further, in its most recent ARMIS report filed with the FCC,  
21 99.7% of BellSouth's offices exceeded the FCC reporting standard of a 98%  
22 completion rate on trunked calls. These reports clearly establish that  
23 BellSouth inter-office and tandem facilities are properly sized to meet and  
24 exceed regulatory and company standards.

25

1 Q. DOES THIS CONCLUDE YOUR REBUTTAL TESTIMONY?

2 A. Yes.

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