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IN THE MATTER OF U S WEST)
COMMUNICATION, INC.'S COMPLIANCE)
WITH SECTION 271 OF THE TELE-)
COMMUNICATIONS ACT OF 1996)

DOCKET NO. T-00000A-97-0238
NOTICE OF FILING STATEMENT
OF POSITION OF ONEPOINT
COMMUNICATIONS-COLORADO,
L.L.C.

Notice is hereby given that OnePoint Communications-Colorado, L.L.C., has filed this day its Statement of Position regarding U S WEST Communication's Operations Support Systems in the above-captioned docket, and has mailed copies of its Statement of Position to each of the parties on the attached mailing list.

DATED this 3rd day of September, 1999.

SNELL & WILMER

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ORIGINAL AND TEN (10) copies
filed this 3rd day of September, 1999, with:

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COPIES mailed this 3rd day
of September, 1999, to the
attached mailing list.



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BEFORE THE ARIZONA CORPORATION COMMISSION

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CHAIRMAN

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JIM IRVIN
COMMISSIONER

AZ CORP COMMISSION
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WILLIAM A. MUNDELL
COMMISSIONER

IN THE MATTER OF U S WEST)
COMMUNICATIONS, INC.'S)
COMPLIANCE WITH SECTION 271)
OF THE TELECOMMUNICATIONS)
ACT OF 1996)

DOCKET NO. T-00000A-97-0238

STATEMENT OF POSITION OF INTERVENOR ONE POINT COMMUNICATIONS-
COLORADO, L.L.C., REGARDING DEFICIENCIES IN OPERATIONS SYSTEMS
SUPPORT PROVIDED BY U S WEST COMMUNICATIONS, INC.

SEPTEMBER 3, 1999

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1 **INTRODUCTION**

2 OnePoint Communications-Colorado, L.L.C., ("OnePoint") provides resale local
3 exchange service and long-distance service to residential customers in multiple dwelling units (*i.e.*,
4 apartments and condominiums) in Arizona. Earlier this year, OnePoint also filed an application to
5 provide competitive facilities-based local and long-distance service in Arizona. As a new market
6 entrant, OnePoint depends upon certain facilities, equipment and operations support systems
7 ("OSS") provided by U S WEST Communications ("U S WEST"). If U S WEST provides
8 substandard facilities, equipment or OSS to OnePoint, then OnePoint can provide no higher level
9 of service to its customers.

10 The primary objective of Section 271 of the Telecommunications Act of 1996
11 ("Telecommunications Act") is to ensure that incumbent Bell Operating Companies ("BOCs") open
12 their local markets to competition. This objective is achieved by requiring that BOCs permit new
13 market entrants to interconnect with their networks, and by requiring that BOCs provide
14 nondiscriminatory access to many of their basic network functions. The Federal Communications
15 Commission ("FCC") has determined that providing access to OSS functions falls squarely within
16 a BOC's duty under Section 271 of the Telecommunications Act.

17 In particular, U S WEST is obligated to provide competing carriers with access to
18 OSS functions for pre-ordering, ordering, provisioning, maintenance, repair and billing that is
19 equivalent to the support that it provides itself. Moreover, U S WEST must provide OSS on terms
20 and conditions that provide an efficient competitor with a meaningful opportunity to compete. This
21 requirement is especially critical to new market entrants such as OnePoint for which the lack of
22 access to OSS creates an insurmountable barrier to entry. OSS systems provide essential speed and
23 efficiency in marketing, ordering, provisioning, maintaining and repairing facilities and services.

24 In evaluating the adequacy of U S WEST's OSS, OnePoint urges the Arizona
25 Corporation Commission to consider all automated and manual processes offered by U S WEST to
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1 determine whether U S WEST is meeting its obligations under the Telecommunications Act. Such
2 obligations extend beyond the interface component. U S WEST is not providing non-discriminatory
3 access if it establishes procedures for the processing of information such that a competitor cannot
4 perform functions in substantially the same time and manner as U S WEST. For those functions
5 that U S WEST itself addresses electronically, U S WEST must provide equivalent electronic access
6 for competing carriers. For OSS functions that U S WEST provides itself in connection with its
7 retail offerings, U S WEST must provide access to competing carriers that is equal to the level of
8 access that U S WEST provides itself, its customers or its affiliates, in terms of quality, accuracy
9 and timeliness.

10 U S West has failed to demonstrate that the access to OSS functions provided to
11 competing carriers for the ordering and provisioning of services is equivalent to the access it
12 provides itself. U S WEST must demonstrate that it is provisioning wholesale orders within the
13 same average installation interval, order accuracy and flow through, held order parity, provisioning
14 accuracy, and billing quality as that achieved by its retail operations. A lack of parity in OSS
15 severely handicaps competitors while benefitting U S WEST in the competitive marketplace where
16 customer decisions are increasingly influenced by which carrier is able to offer them service most
17 swiftly.

18 Despite the on-going efforts of OnePoint's regional management team, including
19 escalation to the highest levels of management within the U S WEST organization, U S WEST's
20 service performance and support for OnePoint has significantly worsened over the past several
21 months. As a reseller of U S WEST service, OnePoint has practical experience with U S WEST's
22 provisioning of OSS which the company believes must be considered by the Commission in this
23 proceeding. Therefore, OnePoint is submitting this Statement of Position as requested by the
24 Commission's Utilities Division Staff.

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1 quoted by OnePoint, U S WEST will often quote that customer a service due date which does not
2 take into account the shortage. Given a choice between a later service due date and an earlier date,
3 most customers will opt for the earlier date. Even when the customer later learns that U S WEST
4 cannot deliver on the quoted due date, the customer still does not come back to OnePoint because
5 he or she would then go to the back of the due date cue, resulting in an even longer delay.
6 Obviously, this practice by U S WEST places OnePoint and other interconnecting carriers at a
7 competitive disadvantage.

8 Second, U S WEST has the ability through its computerized ordering systems to
9 quote service due dates to its retail customers in real time, which means that a U S WEST retail
10 customer receives a service due date at the time an order is placed. OnePoint does not have real
11 time access to service due dates at the time an order is placed, but must wait for a service due date
12 until it receives a Firm Order Confirmation ("FOC") from U S WEST 24 hours later. OnePoint's
13 inability to view service due dates through its electronic interface with U S WEST (the IMA system
14 discussed below) places the company at a disadvantage to U S WEST which has such capability.

15 Third, U S WEST's retail customer service representatives have direct access to a
16 wealth of information via their computers which is essential in quoting service due dates. For
17 example, a U S WEST retail representative can immediately determine: (i) whether a shortage of
18 facilities exists at a requested service address; (ii) what is causing the shortage; (iii) the timing of
19 any planned construction activities to alleviate the shortage; (iv) how many service orders are held
20 in a specific area; and (v) whether any disconnect orders have been submitted in the vicinity of the
21 requested service address. None of this information is accessible to OnePoint via computer but all
22 of this information enables U S WEST to quote its retail customers an earlier service due date.

23 To illustrate this inequity, in an apartment complex where service due dates are being
24 extended due to a shortage of feeder pairs, a U S WEST retail representative can ascertain from his
25 or her computer terminal whether a customer in the same apartment complex has or will be
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1 terminating service, thereby freeing up the necessary feeder pairs to serve the new customer. With
2 direct electronic access to this information, the U S WEST customer service representative is able
3 to quote an earlier service due date to the retail customer, or shortens what would otherwise be a
4 lengthy delay for the retail customer. OnePoint, on the other hand, has no access to this type of
5 information, and the U S WEST wholesale representatives quote a longer service due date citing
6 the shortage of feeder pairs.

7 OnePoint's inability to obtain service due dates at parity with those quoted to U S
8 WEST's retail customers routinely results in the loss of business to OnePoint. In fact, OnePoint
9 estimates that it loses 5-10% of the potential new customers contacting the company in some weeks
10 as a result of preferential service due dates quoted by U S WEST.¹ Since August of 1998, OnePoint
11 has regularly provided U S WEST with customer-specific examples of the types of due date
12 inequalities identified above, and U S WEST has yet to respond with a corrective action plan.

13 This lack of access to the same full range of information available to U S WEST at
14 the same speed at which such information is available to U S WEST places OnePoint and other
15 competitive providers a distinct competitive disadvantage. Parity demands equal visibility to all of
16 the information necessary to meaningfully compete for telecommunications customers. So long as
17 OnePoint has less access and less timely access than U S WEST, U S WEST will enjoy a
18 competitive advantage.

19 2. Lack of Parity in Service Due Date Fulfillment.

20 Equal in importance to the equitable quoting of service due dates is the actual
21 fulfillment of those service due dates. Here, too, U S WEST falls well short of the mark. In 1999,
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23
24 ¹ Because OnePoint does not generally know when a prospective customer later selects U S WEST, it is
25 difficult if not impossible to ascertain the true number of customers that are lost as a result of U S WEST's service due
26 date quoting practices. The statements contained herein regarding U S WEST's inequitable practices are based upon
anecdotal stories from customers, calls from OnePoint representatives to U S WEST's retail customer service
representatives, and meetings with executives of U S WEST.

1 U S WEST has met only 60-80% of the service due dates quoted to OnePoint, a point conceded
2 verbally to OnePoint by U S WEST managers and executives on multiple occasions. Yet, U S
3 WEST reported to the FCC that it met its installation due date commitments for local service
4 approximately 98% of the time from 1993 to 1998, as set forth in the Automated Reporting
5 Management Information System ("ARMIS") Report No. 43-05, Table II (Installation Commitments
6 for Local Service) on file with the FCC. U S WEST should achieve near perfect accuracy in
7 meeting service due date commitments because U S WEST has sole control over the quoting of
8 those dates. If the percentage of service due date commitments met begins to fall, then U S WEST
9 need only extend the dates it is quoting to raise the percentage.

10 There are several factors contributing to U S WEST's poor performance in the
11 fulfillment of service due dates. First, U S WEST technicians frequently fail to confirm the
12 existence of dial tone before leaving a job site. OnePoint's records reflect that U S WEST fails to
13 deliver dial tone at the point of demarcation approximately 12% of the time. Because OnePoint
14 does not have remote line testing capability (a point discussed below), OnePoint must dispatch its
15 own repair technicians to the site at an average cost of over \$100 per service call, only to discover
16 that the circuit is dead at demarcation point. Then, U S WEST technicians must be dispatched again
17 to the site to complete their work. All of this takes time, and results in needless delays that strain
18 OnePoint's relationship with its new customer. The majority of OnePoint's customer service
19 problems in any given month are due to errors by U S WEST in provisioning service.

20 Second, OnePoint does not have access to the critical electronic information instantly
21 available to U S WEST's retail representatives regarding the availability of facilities, which places
22 OnePoint at a marked disadvantage. To illustrate the problem, when a customer vacates a service
23 address without properly disconnecting service, or when a telephone provider fails to properly
24 process a disconnect request, the result is a "working left-in-service" ("WLI") telephone number.
25 Telephone service cannot be established at such a location until the WLI is cleared. When a U S
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1 WEST retail customer places an order, and that order goes held because of a WLI, the U S WEST
2 retail representative immediately knows the cause as well as the owner of the WLI. However, when
3 OnePoint places an order for a customer and that order goes held, OnePoint does not know whether
4 the cause is a WLI, a shortage of facilities, or some other cause. Rather than instant visibility to
5 the problem, OnePoint must first work through U S WEST, via telephone and human interface, to
6 ascertain the problem, and then must attempt to resolve the problem. OnePoint estimates that 50%
7 of its missed service due dates are due to WLIs, and further, that 60% of the WLIs are U S WEST
8 telephone numbers. Certainly, U S WEST's access to this information results in fewer missed
9 service due dates for U S WEST retails customers as evidenced by the ARMIS report cited above.

10 Third, U S WEST's computer systems allow its retail service representatives to
11 electronically monitor the status of an order so that the company can quickly address problems as
12 they arise which might otherwise delay the quoted service due date. OnePoint has no electronic
13 access to this information but instead, must track its order status by working through employees of
14 U S WEST over the telephone, which is time-consuming and worse, subject to the availability,
15 attentiveness and responsiveness of U S WEST's chronically understaffed support groups.

16 Whereas quoting a delayed service due date immediately strains the relationship
17 between OnePoint and its new customer, missing a service due date often damages the relationship
18 beyond repair. OnePoint and the other competitive providers will never enjoy parity with U S
19 WEST until they have access to the same real time information as U S WEST.

20 3. Deficiencies In U S WEST'S IMA.

21 The computer systems which U S WEST utilizes to accept and process orders from
22 its retail customers are far superior to the Graphical User Interface ("GUI") used to accept orders
23 from its wholesale customers such as OnePoint. This inferior order transmittal system, known as
24 Interconnect Mediated Access ("IMA"), is the functional equivalent of a fax machine and it
25 provides only a fraction of the visibility available to U S WEST's retail service representatives.
26

1 Certainly, IMA lags far behind the systems offered by other BOCs and by its own U S WEST retail
2 operations. This lack of parity in order processing systems negatively impacts competitive
3 providers in a number of ways. Set forth below is a brief discussion of the more serious deficiency
4 in U S WEST's IMA.

5 a. Inferior Ordering Process. The processing of a service order for a new
6 customer requires that the telephone provider (i) validate the customer's address, (ii) reserve a
7 telephone number, and (iii) verify the availability of facilities at the service address. Although U S
8 WEST's retail service representatives can perform each of these functions in a single integrated
9 process, while the new customer waits on the phone, OnePoint must perform these functions
10 separately with the IMA. As a result, OnePoint spends more time to process the same order. In
11 addition, OnePoint must retype basic information several times in the IMA, such as the telephone
12 number and service address. This lack of parity between U S WEST's retail and wholesale ordering
13 systems translates into slower, more expensive customer order processing for OnePoint.

14 More problematic is the fact that the IMA cannot accommodate the direct electronic
15 transfer of information from OnePoint to U S WEST. When OnePoint submits an order through
16 IMA, U S WEST must print a hard copy of the order and then manually re-enter the same
17 information into its own computer systems. This two-step procedure increases order processing
18 times and, more importantly, increases the risk that an error will be made as a result of U S
19 WEST's repetition of the data entry. Although OnePoint has complete control over the input of data
20 into IMA, it has no control over the person who inputs the data at U S WEST and no way to
21 ascertain whether an input error was made.

22 Finally, the IMA does not permit OnePoint to maintain an electronic record of the
23 customer order that was transmitted to U S WEST. Thus, until a confirming Customer Service
24 Record ("CSR") is received from U S WEST 7-10 days later, the only record OnePoint has of the
25 transaction is the written customer service contract. OnePoint cannot view the order that was
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1 submitted nor can it view the status of the order until the CSR is received. Thus, if U S WEST
2 made an error inputting the order received, OnePoint would not learn of the mistake for a week to
3 ten days. If U S WEST were to include in the FOC all of the features and functionality associated
4 with an order, OnePoint could verify that the order was properly submitted. Additional discussion
5 on this issue is provided below.

6 U S WEST has told OnePoint that the IMA is only an interim measure to provide
7 resellers a mechanized interface with U S WEST. Although U S WEST is reportedly working on
8 a significant IMA upgrade, the proposed upgrades as they have been explained to OnePoint will not
9 eliminate many of the problems identified in these comments. More to the point, U S WEST is
10 continually upgrading its own computerized systems, and IMA is so hopelessly far behind that it
11 will never reach parity with the U S WEST systems. U S WEST's strategy of attempting to
12 construct two parallel OSS systems--one for retail customers and a separate one for wholesale
13 customers--is fundamentally flawed.

14 b. Inferior Facility Check. Before a customer order can be processed, the
15 provider must verify that facilities are available at the customer's address. The information that is
16 available to OnePoint through IMA is much more limited than the information available to U S
17 WEST's retail service representatives. At the time an order is placed, a U S WEST service
18 representative can see via his or her computer system: (i) whether a working left-in-service
19 telephone number exists at the service address, and if so, which telephone company owns the WLI;
20 (ii) whether there are any pending service orders at the address (*i.e.*, service connect and service
21 disconnect orders); and (iii) whether there are feeder pairs available for one or more lines at the
22 address. The IMA does not allow OnePoint to view any of this critical information, with the
23 exception that OnePoint can see the availability of feeder-pairs for a second line (but not the first
24 line). Instead, OnePoint is limited to viewing the active or inactive status of a particular service
25 address, without any information on which telephone company owns the line. The extreme lack of
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1 parity in this critical function results in needless held orders, longer service due date intervals,
2 customer alienation, and additional costs to OnePoint.

3 c. Limited Access to Telephone Number Blocks. OnePoint's access to the
4 available pool of telephone numbers is more restrictive than the access enjoyed by U S WEST. To
5 illustrate, if a U S WEST retail customer requests a particular telephone number (one with multiple
6 zeros, for example), the U S WEST customer service representative can search through multiple
7 number blocks while the customer waits on-line. By comparison, OnePoint has access to one nine-
8 number block at a time through IMA. In addition, U S WEST can reserve vanity numbers during
9 the initial customer contact. OnePoint must resort to the time-consuming process of manually
10 calling U S WEST for vanity numbers. OnePoint's lack of electronic access to number blocks at
11 parity with U S WEST limits OnePoint's ability to quickly satisfy customer requests, and
12 significantly increases the time it takes to fill special orders.

13 d. Inability to View Order Status. U S WEST has full visibility of its order
14 status 24-hours-per-day, seven days per week, through its computer systems. However, IMA
15 provides no ability to electronically track the status of an order. After OnePoint receives a Firm
16 Order Confirmation from U S WEST, U S WEST issues a Customer Service Record 7-10 days later
17 identifying the customer's account structure (*i.e.*, features, capabilities, serving wire center, etc.).
18 Until the CSR is received, OnePoint cannot view the order electronically to confirm that the order
19 was submitted correctly by OnePoint, or that the order was input correctly by U S WEST.

20 Instead, OnePoint must rely upon U S WEST's Interconnection Group ("ICG") for
21 information regarding the status of customer orders. OnePoint has learned through experience that
22 this system based on human intervention is a poor substitute for electronic order tracking, as
23 OnePoint places as many as 70 calls per day to ICG with average hold times in excess of 15 minutes
24 per call in 1999. This equates to more than 17 hours of hold time per day. Simply maintaining the
25 necessary personnel and facilities to sit on hold places OnePoint at a competitive disadvantage.

1 e. Held Order Disparity. When OnePoint places an order for multiple lines at
2 the same service address, U S WEST will hold the entire order even if there are facilities available
3 for the first line. U S WEST, by comparison, will fill the first line order for its retail customers
4 and then fill the additional line order as facilities become available. Once again, U S WEST retail
5 customers get immediate service while OnePoint customers wait.

6 f. No Remote Line Testing Capability. One of the most significant factors
7 contributing to missed service due dates is the lack of a remote line testing capability. U S WEST
8 has the ability to remotely test a line from its central office to the point of demarcation to determine
9 whether to dispatch a technician to repair a facilities problem. OnePoint has requested this same
10 remote testing capability but U S WEST has refused to provide this critical service. This refusal
11 is particularly egregious as there are existing programs readily available that would provide this
12 testing capability. One such program is the Trouble Analysis Facility Interface ("TAFI") desktop
13 program currently utilized by Bell South. Because OnePoint cannot determine remotely whether a
14 problem exists on the U S WEST side or the OnePoint side of the demarcation point, OnePoint must
15 dispatch a service truck in nearly all cases. Many times the U S WEST facilities are to blame, and
16 OnePoint has wasted the cost of a dispatch, not to mention the additional delays associated with
17 calling out a U S WEST repair crew. Perhaps more importantly, OnePoint must tell its customer
18 that it cannot repair the problem and that the customer must wait on a U S WEST repair crew.

19 In summary, the inability of OnePoint to view the status of orders, the lack of a
20 meaningful facility check, and the inability of OnePoint to perform simple remote line testing are
21 basic examples of the OSS disparity and discrimination which exists today. The lack of OSS parity
22 undermines OnePoint's ability to compete as a new market entrant, and it places OnePoint in the
23 untenable position of relying upon its competitor to provision its services without any meaningful
24 oversight or accountability. Through the creation of separate and unequal OSS systems, U S WEST
25 has positioned its retail business at a competitive advantage over that of its competitors in violation
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1 of Section 271 of the Telecommunications Act.

2 **4. Limited IMA Availability.**

3 Although U S WEST's retail ordering system is available 24-hours-per-day, seven-
4 days-per-week, IMA is only available from 6:00 AM to 8:30 PM, seven days a week. In addition
5 to this disparity in the hours of availability, the IMA platform experiences frequent total outages
6 and partial outages, regularly delaying the submission of customer orders by OnePoint. The IMA
7 slows significantly in the days following software upgrades, and recently the system experienced
8 a variety of outages over a full week following the introduction of version 4.1 of the IMA software.
9 This outage alone caused OnePoint approximately 240 hours in lost employee productivity. Last
10 week, OnePoint lost another full day of productivity due to a major IMA failure. This lack of parity
11 between the ordering systems causes problems for OnePoint, as set forth below.

12 a. Delayed Orders. U S WEST has a significant advantage over OnePoint in
13 that U S WEST can continue to input orders after OnePoint has been forced to stop when the IMA
14 goes down for the day. This problem is made worse by the frequent IMA outages. For example,
15 if the IMA fails at 4:00 PM and service is not restored by U S WEST until 8:00 PM, OnePoint has
16 30 minutes to try to submit four hours of orders before the system goes down for the day. OnePoint
17 must then wait until the following day to submit the balance of its orders for the prior day.
18 Meanwhile, U S WEST continues processing its retail orders through the night. As a result, U S
19 WEST orders received at essentially the same time as OnePoint orders are processed ahead of the
20 OnePoint orders, resulting in the assignment of earlier service due dates for the U S WEST retail
21 customers. OnePoint orders are delayed while US WEST moves its orders to the head of the
22 provisioning cue.

23 b. Increased Staffing Costs. OnePoint incurs significant additional costs as it
24 must staff around the access and availability limitations of IMA, must endure long hold times, and
25 must deal with a time consuming escalation process.

1 intervention. *See*, Local Competition Order, 2nd Reconsideration, 11 FCC Rcd at 19739.

2 3. U S WEST has failed to commit to a comprehensive, step-by-step, and
3 quantifiable program (to include performance benchmarks, published results, time frames and self-
4 executing penalties for failure (*e.g.*, submission of data showing parity for average installation
5 intervals)) for performance improvement and fulfillment of its obligations to competitors and their
6 end users. *See*, FCC Order 97-298 at page 85 (August 19, 1997). The program must include
7 provisions for Commission monitoring and immediate and certain monetary and operational
8 penalties for compliance failures and/or unacceptable levels of performance.

9 4. U S WEST has not committed to creating and adequately staffing a dedicated
10 technical work force whose first commitment is to establish and maintain OnePoint accounts at
11 parity with U S WEST retail accounts.

12 5. U S WEST has failed to adopt an escalation process that provides for
13 expedited treatment of accounts identified as an exceptional circumstance.

14 6. U S WEST has not brought quality of service requirements for wholesale to
15 parity with retail requirements.

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