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**BEFORE THE ARIZONA CORPORATION COMMISSION**

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Chairman  
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Commissioner  
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Commissioner

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In the matter of the petition )  
of Autotel )  
for arbitration of an )  
interconnection agreement )  
with Qwest Corporation )  
pursuant to Section 252(b) )  
of the Telecommunications Act)

Docket No. T-01051B-04-0152

Arizona Corporation Commission

**DOCKETED**

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**Reply Brief of Autotel**

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**I. INTRODUCTION**

Section 252

(c) Standards for arbitration--In resolving by arbitration under subsection (b) of this section any open issues and imposing conditions upon the parties to the agreement, a State commission shall--

(1) ensure that such resolution and conditions meet the requirements of section 251 of this title, including the regulations prescribed by the Commission pursuant to section 251 of this title;

(2) establish any rates for interconnection, services, or network elements according to subsection (d) of this section; and

(3) provide a schedule for implementation of the terms and conditions by the parties to the agreement.

It is the Commission's responsibility to resolve the open issues and impose conditions on the parties in the agreement. Autotel could have been more effective in assisting the Commission in this responsibility if Qwest had clearly disclosed what issues it had with the draft interconnection agreement. Instead, Qwest has simply asked the Commission to impose additional conditions. This has left the Commission with the task of deriving the open issue from the Qwest proposed language. In reading the Qwest proposed conditions, the Commission should read the language in a manner most favorable to Qwest. This is how Qwest interprets FCC and other State Commission Orders. Qwest will interpret its own language in the same manner.

The Commission should not attempt to derive the open issues from Qwest's briefing or testimony. Qwest frequently tries to conceal the real issue by briefing and submitting testimony on a different issue. It is the conditions that the Commission imposes in the interconnection agreement that must meet the requirements of section 251 and the regulations.

## II. ARGUMENT

### **Issue 1: Is Qwest required to transport and terminate telephone exchange traffic and exchange access traffic delivered to a tandem by Autotel to another tandem?**

**Autotel Position:** Qwest is specifically required by Section 51.305 to interconnect at the trunk interconnection points of a tandem switch for the transmission and routing of telephone exchange traffic, exchange access or both. There is no requirement for Autotel to interconnect at multiple tandems. Qwest's network is already configured to transport traffic between its tandems.

**Qwest Position:** Qwest is not obligated to reconfigure its network for Autotel to provide inter-tandem trunking. Qwest does not do this for itself.

**Discussion:** 47 CFR 51.305(a)(2)(iii) requires Qwest to interconnect at "The trunk interconnection points for a tandem switch;" for the transmission and routing of telephone exchange traffic, exchange access, or both. Qwest's proposed conditions would require Autotel to interconnect to all the access tandems in the LATA in order to exchange telecommunications traffic.

The conditions in the draft interconnection agreement allows Autotel to interconnect and exchange telecommunications traffic at a single Qwest access tandem. Those conditions meet the requirements of section 251 and the regulations.

**Reply to Qwest:** Qwest discusses at great length the differences between what Qwest considers "local" and "toll" traffic and Type 2 and Type 1 interconnection. In Type 1 interconnection, Autotel would be delivering traffic to Qwest's local switch and not the access tandem at all. All traffic between a CMRS carrier and an incumbent is considered local if it originates and terminates in the same MTA. Most of Qwest's discussion is not relevant to the open issue.

Qwest avoids the fact, and with good reason, that Qwest's proposed conditions will require Autotel to interconnect at all the access tandems in the LATA. This issue has been decided adversely to Qwest in two previous appeals (US West v. MFS and US West v. Jennings) to the Ninth Circuit Court. In the MFS case the Court found:

7. Interconnection at Certain Points

US West argues the district court erred in upholding provisions in the MFS Agreement permitting a single point of interconnection (at the tandem switch) per local access and transport area, and in upholding provisions in the TCG Agreement permitting TCG to interconnect at US West access tandem switches and at local and end office switches.

[22] The Act requires an incumbent carrier to provide, for the facilities and equipment of any requesting telecommunications carrier, interconnection with the local exchange carrier's network -- (A) for the transmission and routing of telephone exchange service and exchange access; (B) at any technically feasible point within the carrier's network.

47 U.S.C. S 251(c)(2) (emphasis added).

[23] The plain language requires local exchange carriers to permit interconnection at any technically feasible point within the carrier's network. An incumbent carrier denying a request for interconnection at a particular point must prove interconnection at that point is not technically feasible. See 47 C.F.R. S 51.305(e). US West provided no evidence that interconnection at its tandem or local or end office switches was not technically feasible. In any event, these regulations state that interconnection at a tandem switch is technically feasible, see 47 C.F.R. S 51.305(a)(2)(iii), and these regulations are not subject to collateral attack in this proceeding.

This open issue is identical to the MFS case. Interconnection at a single tandem is technically feasible. The conditions in the draft interconnection agreement allow Autotel to interconnect at a single access tandem.

**Issue 2: What is local traffic for LEC/CMRS interconnection?**

**Autotel Position:** 51.701(B)(2), a call, which at the beginning of the call, originates and terminates in the same MTA is local traffic.

**Qwest Position:** Calls that originate and terminate within the same MTA that involve more than Autotel and Qwest are not subject to reciprocal compensation and are, therefore, non-local for the purpose of intercarrier compensation. In addition to interMTA calls, non-local traffic includes calls carried by an interexchange carrier, jointly provided switched access traffic, and certain roaming traffic.

**Discussion:** Qwest's proposed conditions would assess access charges instead of reciprocal compensation on telecommunications traffic that originates and terminates in the same MTA if that traffic transited the network of another telecommunications carrier and if that carrier is an IXC. The conditions in the draft interconnection agreement which define local traffic is 47 CFR 51.701(B)(2).

**Reply To Qwest:** Qwest argues that intraMTA traffic that transits an IXC's network should not be subject to reciprocal compensation. Qwest incorrectly suggests that Autotel's cost would not be impacted because Qwest will bill the IXC. If the IXC is billed access charges for Autotel's local traffic, those costs would be past on to Autotel and that ICX will be unable to compete with Qwest.

Qwest's position that a call involving more than two carriers is no longer considered telecommunications traffic and therefore no longer subject to reciprocal compensation has no merit. The rule states unambiguously that calls that originate and terminate in the same MTA, based on locations at the beginning of the call, are local and therefore not subject to interstate or intrastate access charges. The proper forum for challenging the FCC's rule making process is not in State Commission arbitration proceedings

**Issue 3: When using Type 1 interconnection, is Qwest required to provide any technically feasible type of signaling requested by Autotel?**

**Autotel Position:** Qwest offers Dial Pulse and DTMF signaling to its own end users. Type 1 interconnection using Dial Pulse and DTMF signaling is technically feasible. Qwest is required to interconnect at the same level of quality it provides to its own end users.

**Qwest Position:** Qwest provides only wink start MF signaling. Other forms of MF signaling are obsolete and are provided only on a grandfathered basis where available. Any request by Autotel for other forms of signaling should be handled through the special request process. (The special request process is proposed by Qwest in Issue No. 11.)

**Discussion:** Qwest's does not dispute that Dial Pulse and DTMF signaling are technically feasible with Type 1 interconnection. The conditions proposed by Qwest would shift the responsibility for determining the conditions for Type 1 signaling from the Commission to Qwest.

The conditions in the draft interconnection agreement require Qwest to provide all the technically feasible forms of Type 1 signaling. Those conditions meet the requirements of section 251 and the regulations.

**Reply To Qwest:** The open issue is not as complicated as Qwest portrays. In situations where Autotel's switch interconnects as a tandem switch (Type 2), the parties have agreed to use wink start MF signaling because this is one of two types of signaling available on LEC tandem and end office trunks. 47 CFR 51.305(a)(2)(i) mandates that the line side of a local switch is a technically feasible point of interconnection. Where Autotel's switch interconnects as a wireline subscriber set or as a PBX, that switch is designed to use Dial Pulse and DTMF signaling because those are the two types of signaling used in LEC local switches for line side connections.

This open issue is similar to open issue 1. Qwest has not proven that interconnection at a local switch using Dial Pulse and DTMF signaling is not technically feasible. In any event, the regulations state that interconnection at the line side of a local switch is technically feasible.

**Issue 4: Is Qwest required to provide the loop unbundled network element so that Autotel may use that element to provide a telecommunication service?**

**Autotel Position:** Qwest shall provide nondiscriminatory access to unbundled network elements (UNEs) and UNE combinations in accordance with applicable law. Autotel is a telecommunications carrier requesting access to unbundled loops in order to provide a telecommunications service to its own end user customers. Autotel's request is in accordance with applicable law.

**Qwest Position:** If Autotel wishes to purchase UNES and combinations of UNES and Qwest is legally obligated to provide them in the manner requested by Autotel, the parties will enter into an amendment to provide the terms and conditions for such access to UNES and combinations in accordance with applicable law and the Qwest Arizona SGAT. As a general rule, Autotel, as a wireless carrier, is not entitled to purchase UNES for the purpose of connecting its own network elements or interconnecting its network with Qwest.

**Discussion:** Qwest proposes that it determine what UNES it is obligated to provide to Autotel and to then pick and choose language from its SGAT to amend the interconnection agreement later. The conditions proposed by Qwest would shift the responsibility for determining the conditions for the loop network elements from the Arizona Commission to Qwest.

The conditions in the draft interconnection agreement require Qwest to provide the loop network elements on an unbundled basis in accordance with 47 CFR 51.319. Those conditions meet the requirements of section 251 and the regulations.

**Reply To Qwest:** There is some agreement between Qwest and Autotel on this issue. Qwest states that if Autotel uses the UNE loops to connect its switch directly to its end users it would be acting as a wireline carrier and that the terms and conditions for provisioning UNEs to wireline providers consumes 112 pages in the Arizona SGAT. Autotel is not a wireline provider so the terms and conditions in the SGAT that deal with switching end users, collocation, line splitting, switching, line information database, access to conduit, and UNE P combinations would not apply to Autotel at all. This is why the draft interconnection agreement contains UNE terms and conditions that specifically apply to Autotel's CMRS network.

Like Citizens, Qwest first attempts the same strategy to add confusion on the open issue by creating its version of the facts. Autotel simply intends to order unbundled loops between the main frame at the wire center and the NID. The unbundled loops might be used to connect locations on Autotel's network or to the locations of third parties involved in the operation and maintenance of Autotel's network.

Autotel disagrees that the FCC's intent for UNEs was only for CLEC's to access an ILEC's "own end-user customers". In green field situations a CLEC would wire a new development and then could rent Qwest UNE loops from the CLEC's DLC at the new development back to the CLEC's main switch. There is no regulatory requirement for either a CLEC or a CMRS carrier to only use the incumbent's unbundled loops to connect directly to end users.

Qwest's discussion of the now remanded TRO decision concerning the new definition of dedicated transport is not relevant to this open issue for two reasons. First, this open issue concerns unbundled loops. Second, the draft interconnection agreement only requires Qwest to provide the dedicated transport network element between the LEC wire centers. This provision complies with the revised definition.

Other State Commission decisions since the TRO order have not been consistent or proven to be practical. In the discussion of dedicated transport at paragraph 368 of the TRO order, the FCC found "However, all telecommunications carriers, including CMRS carriers, will have the ability to access transport facilities within the incumbent LEC's network, pursuant to section 251(c)(3), and to interconnect for the transmission and routing of telephone exchange service and exchange access, pursuant to section 251(c)(2)." The Arizona Commission correctly ordered "that Citizens does not have the duty to provide access to unbundled dedicated transport or loops to connect Autotel's MSC switch and or Cell Sites to interconnect with Citizen's network." The mystery is why the ACC chose to suspend the arbitration and decide this issue separate from the pending open issues when Autotel had never sought to interconnect with Citizens using UNEs pursuant to section 251(c)(3).

In the Autotel/Qwest arbitration, the Utah Commission ordered Qwest's proposed UNE language which states "Qwest shall provide nondiscriminatory access to the unbundled networks included in 47 CFR 51.319. Should the parties wish to establish terms, conditions and rates for Unbundled Network Elements (UNEs), the parties will enter into a separate UNE amendment to this agreement." Of course, Qwest has refused to enter into the UNE amendment that the Utah Commission ordered. In addition to the remand that Autotel is seeking in Federal Court for the Utah Commission's resolution of other open issues, Autotel will be seeking enforcement of the Commission's own order concerning this issue.

In the AT&T Wireless/Qwest arbitration, the Oregon Commission ordered:

**Resolution: *Level and extent of unbundling established in Order No. 96-283 (UM 351) adopted; AWS access to USWC OSS ordered; pricing of unbundled elements in accordance with UM 351 prices, as modified by UM 844***

USWC did not respond to these arguments in its brief. I agree with AWS's proposal to use Order No. 96-283 to set the level and extent of unbundling for this arbitration.

USWC is obligated to provide AWS unbundled access to its OSS. The FCC required USWC to provide access to its preordering, ordering, provisioning, and maintenance/repair by January 1, 1997. FCC Order ¶¶316, 516-28. By Order No. 96-283, at 3, this Commission also ordered USWC to provide access to its OSS by January 1, 1997.

The appropriate prices for unbundled network elements are those established in Order No. 96-283, UM 351, as modified by Order No. 97-239 (UM 844).

The fact that State Commissions have been struggling with this issue does not relieve the Arizona Commission from its responsibility to resolve this open issue to meet the requirements of section 251 and the regulations. Qwest has failed to identify any conditions in the draft interconnection agreement related to unbundled loops that do not meet the requirements of section 251 and the regulations.

**Issue 5: Should traffic between Qwest and Autotel be defined as for a CLEC or as for a CMRS carrier?**

**Autotel Position:** 51.701(b)(2), a call, which at the beginning of the call, originates and terminates in the same MTA is local traffic.

**Qwest Position:** The "Extended Area Service (EAS)/Local Calling Traffic" definition should be retained and should continue to be included in the description of traffic considered for purposes of calculating reciprocal compensation.

**Discussion:** Autotel is a CMRS carrier. Qwest's proposed conditions would determine reciprocal compensation based on the smaller Arizona Commission defined local calling areas for a CLEC instead of the larger MTA for a CMRS carrier as required by 51.701(b)(2).

The conditions in the draft interconnection agreement comply with 51.701(b)(2). Those conditions meet the requirements of section 251 and the regulations.

**Reply to Qwest:** There should be a definition in the agreement for "Extended Area Service (EAS)/Local Calling Area" because the parties have agreed, subsequent to the arbitration in Utah, to interconnect when using Type 1 to at least one end office in each EAS/Local calling area where Autotel provides service.

There is no need for a definition of EAS/Local Calling Area Traffic or references to EAS/Local Calling Area Traffic in a CMRS agreement because the traffic is local if it originates and terminates in the same MTA. The exchange of EAS/Local traffic only occurs between incumbents and CLECs. Autotel is a CMRS carrier.

The conditions in the draft interconnection agreement meet the requirements of section 251 and the regulation.

**Issue 6: Is Qwest's obligation to provide dedicated transport limited to 50 miles?**

**Autotel Position:** There are no distance limits to Qwest's obligation to provide dedicated transport.

**Qwest Position:** Pursuant to section 7.2.2.1.5. of Qwest's Arizona SGAT, Qwest will provide DTT LATA-wide where available. However, where DTT is greater than 50 miles, existing facilities are not available on either party's network, and the parties cannot agree as to which party will provide the facility, the parties will each construct to the mid-point.

**Discussion:** 47 CFR 51.319(e) defines dedicated transport as a route between the incumbent's wire centers or switches. Routes between Qwest wire centers are more than 50 miles apart. 47 CFR 51.305(a)(2)(vi) requires Qwest to exchange traffic at "The points of access to unbundled network elements as described in Section 51.319;" There is no regulatory distance limit to Qwest's obligation to provide dedicated transport between its own wire centers.

The conditions in the draft interconnection agreement allow Autotel to interconnect with Qwest without any distance restriction. Those conditions in the meet the requirements of section 251 and the regulations.

**Reply to Qwest:** Most of Qwest's discussion is not relevant to the open issue. This issue is not about distance limits that an incumbent is obligated to build out for meet point interconnection arrangements. The parties had agreed to negotiate meet point interconnection agreements at least for Type 2 interconnection. This issue is not about requiring Qwest to build out UNEs that it does not deploy for its own use. The conditions in the draft interconnection agreement only require Qwest to perform routine network modifications to UNEs where the facilities have already been constructed.

The open issue is whether Qwest is required to provide transmission paths between its wire centers if the route distance is more than 50 miles. Like open issues 1 and 3, Qwest has not proven that it is technically not feasible to provide dedicated transport facilities at distances greater than 50 miles. In any event, the regulations require Qwest to exchange traffic at the points of access to unbundled network elements. Dedicated transport is an unbundled network element.

**Issue 7: Should Qwest set the rates for the two way dedicated interconnection facilities it provides? Should Autotel receive reciprocal compensation for two way interconnection analog loops provided by Qwest?**

**Autotel Position:** The rates should be set by the Exhibit A to the agreement. Autotel is entitled to reciprocal compensation for all Qwest provided two way interconnection facilities including analog loops.

**Qwest Position:** Qwest will debit a full rate element and then credit Autotel's bill for reciprocal compensation due Autotel.

**Discussion:** The conditions in the draft interconnection agreement require both Qwest and Autotel to debit a full rate element and credit the other for reciprocal compensation due. The Qwest requested conditions would allow Qwest, instead of the Exhibit A, to set the rates billed to Autotel for Qwest provided interconnection facilities and to allow Qwest to not give a credit for Qwest provided analog loops. 47 CFR 51.711(a) requires that the "Rates for transport and termination of telecommunications traffic shall be symmetrical,"

The conditions in the draft interconnection agreement require the rates to be set by the Exhibit A and require symmetrical reciprocal compensation. Those condition meet the requirements of Section 251 and the regulations.

**Reply to Qwest:** Qwest misrepresents this open issue completely. The parties agreed over a year ago that Qwest could bill the full amount for Qwest provided two way dedicated interconnection facilities and then credit Autotel for reciprocal compensation on the same bill.

Qwest has not been able to satisfy Autotel's other concerns with Qwest's proposed conditions. Qwest has in other interconnection agreements a "Reciprocal Compensation Credit Method of Billing" provision. The provision includes factors in addition to just giving the other carrier a "Reciprocal Compensation Credit". The result is the other carrier does not receive symmetrical reciprocal compensation. Qwest's claim that reciprocal compensation for certain facilities is not an issue ignores the fact that Qwest's conditions do not require Qwest to credit to Autotel reciprocal compensation for Qwest provided analog loops.

Section 252(c)(2) requires the Commission, not Qwest, to set the rates in an arbitrated interconnection agreement. Symmetrical reciprocal compensation can not be achieved without symmetrical reciprocal compensation terms and conditions. The conditions in the draft interconnection agreement meet the requirements of section 252 and the regulations.

**Issue 8: Should the rates elements for Miscellaneous Charges be included in Exhibit A? Should the charges for testing refer to Exhibit A?**

**Autotel Position:** The rate elements for Miscellaneous Charges included in the draft interconnection agreement are already listed in the draft Exhibit A. Autotel agrees to modify M.2.b. of the draft interconnection agreement to refer to the applicable rates in Exhibit A.

**Qwest Position:** Qwest's language refers to its Exhibit A, which contains Miscellaneous Charges for Type 2 interconnections. Qwest's Exhibit A contains the appropriate Miscellaneous Charges that apply. With regard to testing, Qwest refers to Exhibit A.

**Discussion:** Autotel has agreed to modify M.2.b. of the draft interconnection agreement to refer to the applicable rates in Exhibit A. Qwest's proposed conditions would eliminate from the interconnection agreement various miscellaneous services that Qwest provides to other carriers under the terms of its SGAT.

Section 252(i) obligates Qwest to provide those same miscellaneous services to Autotel and on the same rates and terms.

**Reply To Qwest:** From reviewing Qwest's revised issues matrix, it appears Qwest has adopted Autotel's position concerning miscellaneous services. The M.2.b. conditions were previously resolved.

**Issue 9: Should the subjects to be negotiated in a mid span meet be limited to the physical point of interface and the facilities used? Should mid span meets be only available for Type 2 interconnection?**

**Autotel Position:** Autotel sees no legitimate purpose to restrict the scope of the negotiations. There can be capacity, permitting, NEPA compliance, endangered species, and weather factors to consider. There is no restriction on the type of interconnection used with meet point interconnection arrangement.

**Qwest Position:** A mid-span meet POI should be negotiated by the parties.

**Discussion:** 47 CFR 51.321(b)(2) requires Qwest to provide meet point interconnection arrangements. The Qwest proposed conditions would allow Qwest deny meet point interconnection and eliminate its obligation to provide meet point interconnection for Type 1 interconnection altogether.

The conditions in the draft interconnection agreement require both Autotel and Qwest to consider all factors in negotiating meet points and to allow meet point interconnection with Type 1 interconnection. Those conditions meet the requirements of section 251 and the regulations.

**Reply to Qwest:** Qwest has yet to demonstrate why the scope of the negotiation process should be limited to only "The actual physical Point of Interface and facilities used". Autotel will be unable to avail itself of the dispute resolution process that Qwest has suggested as a remedy if the Commission limits Qwest's obligation to negotiate in good faith. The remedy for conditions that do not meet the requirements of section 251(c)(1) in an interconnection agreement is found in section 252(e)(6).

Qwest's latest position that Autotel does not have a switch when it interconnects via Type 1 is absurd. Qwest's claim that Qwest owns the switch serving the CMRS network and performs the origination and termination of incoming and outgoing calls is false. Autotel has its own switches. Those CMRS switches can process calls within the Autotel network without any connection to Qwest's or any other carrier's switch.

It is bad faith in negotiating for Qwest to insist on limiting the scope of negotiations after securing Autotel's agreement to negotiate a type of interconnection Qwest is required to provide by regulation. The Commission is not required to impose the conditions proposed by either party. In cases such as this where the parties can not agree to conditions that do not meet the requirements of section 251 and the regulations, the Commission should impose conditions that do.

**Issue 10: Should the interconnection agreement contain Qwest's SPOP option?  
Should the interconnection agreement contain Qwest's SPOP Waiver option?**

**Autotel Position:** The interconnection agreement should not contain any optional provisions unless those options have been requested by the other party. Autotel has requested neither option.

**Qwest Position:** Qwest proposes its standard Type 2 SPOP language that is used to provide SPOP to other CMRS providers.

**Discussion:** Autotel has rejected Qwest's SPOP option because the conditions requires interconnection at all access tandems in the LATA (open Issue 1), exchanging local traffic as a CLEC rather than for a CMRS carrier (open Issue 5), and limit Qwest obligation to provide dedicated transport to 50 miles (open Issue 6). Autotel has rejected Qwest's SPOP Waiver option because the conditions require Autotel to not send traffic to other access tandems in the LATA over Qwest's network (open Issue 1). Qwest's "Options" are nothing more than a second chance to prevail on other open issues that are already before the Commission for resolution.

The conditions in the draft interconnection agreement allow interconnection at a single access tandem, exchange traffic for a CMRS carrier, and without any distance restriction on dedicated transport. Those conditions meet the requirements of section 251 and the regulations.

**Reply To Qwest:** There is no benefit to Autotel by the addition of the SPOP conditions to the conditions Qwest has already requested for open issue 1. With or without the SPOP conditions, Autotel will have the option of interconnecting to every tandem in the LATA or not being able to send traffic to the majority of Qwest customers in the LATA. Assuming Autotel were to prevail on open issue 7 (the 50 mile limit on dedicated transport) and dedicated transport facilities were available from other carriers, with or without the SPOP conditions Autotel will have the option of sending the traffic to all the tandems in the LATA via the facilities of Qwest or another carrier.

Qwest's discussion of its "SPOP option" goes beyond simple misrepresentation. There is no option. If the Commission imposes the Qwest "SPOP option" in the agreement, the conditions become mandatory not optional. In addition to the Qwest proposed conditions that duplicate the same open issues elsewhere in the agreement, there are pages of other proposed conditions that modify or conflict with other provisions that the parties have negotiated. Section 252(b)(4) does not allow the Commission to impose conditions on issues that the parties have resolved through negotiation. The Commission may only reject those conditions under 252(e)(2). In imposing any conditions the Commission must comply with section 252(c)(1).

**Issue 11: Should the interconnection agreement contain Qwest's "Special Request Language" which is related to issue 3?**

**Autotel Position:** Issue 3 is the issue of technical feasibility of Type 1 interconnection for the equipment of Autotel. Qwest's "Special Request Process" would allow Autotel to request non standard UNE switching, UNE combinations, and UNES not requiring technical feasibility analysis. Autotel does not seek any non standard UNES nor did it request the "Special Request Process" to be included in the interconnection agreement.

**Qwest Position:** Qwest proposes its Special Request Process language to provide a process for Autotel to request non-standard services, particularly with regard to signaling.

**Discussion:** Section 252(c) requires the Commission to resolve open issue 3 and impose conditions that meet the requirements of section 251 and the regulations. The Commission can not delegate that responsibility to Qwest by including a "Special Request Process" in the agreement.

**Reply To Qwest:** For example in the case of open issues 3, Autotel has requested interconnection at the line side of a local switch using the same signaling that Qwest uses to signal its own customers. This is how Autotel has interconnected with Qwest since 1978 to as many as five Qwest end offices. For some undisclosed reason, Qwest does not want this method of interconnection in a Commission approved interconnection agreement. To achieve its goal Qwest takes the position that "Qwest believes that Autotel is in fact requesting non-standard signaling network configurations." Qwest has only demonstrated how it intends to abuse the "Special Request Process" if the Commission imposes those conditions in the agreement.

**Issue 12: Should the rates in Exhibit A be the same as Qwest's SGAT Exhibit A? Should the Exhibit A contain the rates for the interconnection, services and network elements contained in the interconnection agreement?**

**Autotel Position:** Yes. Autotel agrees to correct the errors it made in editing Qwest's SGAT Exhibit A to delete the rates for interconnection, services and network elements not included in the draft interconnection agreement. Yes. The rates associated with the terms and conditions, whether negotiated or arbitrated, should be included in the Exhibit A

**Qwest Position:** Many of the interconnection services and UNES included in Autotel's Exhibit A do not have terms and conditions included in the interconnection agreement, are not available to Autotel, or have incorrect rates. Qwest proposes the correct Type 1 and Type 2 interconnection rates in its Exhibit A.

**Discussion:** Qwest's proposed Exhibit A contains rates for which there are not terms and conditions in the draft interconnection agreement and is missing rates for conditions that are included in the draft interconnection agreement. Some of the Qwest proposed rates are higher than for the same service or network element under Qwest's SGAT Exhibit A. Autotel is willing to accept the rates in Qwest's SGAT Exhibit A and correct the errors it made in editing the draft Exhibit A.

**Reply To Qwest:** There seems to be substantial slippage on the Qwest's previous agreement to use the rates in the SGAT for which there are terms and conditions in the agreement. Since the parties do not have an agreement on this issue, the Commission will have to set the rates.

**Issue 13: Should "QWEST" be changed to "Qwest Corporation" and thereafter "Qwest"? Should "Bellcore" be changed to "Telcordia"? Should "Appendix" be changed to "Exhibit"? Should unspecified terms be capitalized?**

**Autotel Position:** Autotel agrees to change in the draft interconnection "QWEST" to "Qwest Corporation" and thereafter "Qwest", "Bellcore" to "Telecordia", and "Appendix" to "Exhibit"

**Qwest Position:** 1. The draft agreement refers to "QWEST" as the party to the agreement on page 1. The correct reference should be to "Qwest Corporation" which thereafter should be shortened to "Qwest". 2. At various places, the Qwest agreement references "Telecordia," the successor in interest to the company formerly known as "Bellcore". The draft interconnection agreement continues to refer to "Bellcore," which no longer exists. 3. There is inconsistency in the agreement as to the proper means of referring to attachments to the agreement. In some places, "Exhibit" is used, while in others "Appendix" is used. Qwest suggests the use of the term "Exhibit" 4. There are occasional inconsistencies in capitalization of terms through the agreements. Qwest believes that consistent capitalization of terms throughout the agreement will add clarity and avoid potential confusion.

**Discussion:** Qwest's first three "clerical issues" are resolved. Qwest has not identified what terms in the draft interconnection agreement should be capitalized. Without this information Autotel can not determine whether the "clerical error" is a substantive change or not.

**Reply to Qwest:** After securing Autotel's agreement to correct the Qwest identified "clerical issues", Qwest requests the Commission to abandon the negotiation /arbitration process in section 252 all together and to give Qwest carte blanche to make changes to its version of an interconnection agreement. To support its contention, Qwest identifies a slew of other "clerical issues" that it failed to raise within the statutory time limit to raise open issues. Many of these "clerical issues" have been in the base document since it was approved by the Utah Commission in 1997. The "clerical issues" timely identified by Qwest have been resolved.

### III. CONCLUSION

Congress enacted the Telecommunications Act of 1996 to promote competition and reduce regulation in order to secure lower prices and higher quality services for American telecommunications consumers and encourage the rapid deployment of new telecommunications technologies. TCA 96 gives Autotel a federal statutory right to an interconnection agreement with Qwest that meets the requirements of section 251, 252, and the regulations. The Arizona Commission should follow the procedures in section 252 and resolve the open issues in accordance with section 251 and the regulations.

Respectfully Submitted this 13th of August, 2004



Richard L. Oberdorfer  
Autotel

I hereby certify that a true and complete copy of the Reply Brief of Autotel was sent via first class mail on August 12, 2004.

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