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BEFORE THE ARIZONA CORPORATION COMMISSION

MARC SPITZER
Chairman
JIM IRVIN
Commissioner
WILLIAM A. MUNDELL
Commissioner
JEFF HATCH-MILLER
Commissioner
MIKE GLEASON
Commissioner

Arizona Corporation Commission

DOCKETED

SEP 16 2003

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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
} DECISION NO. 66242
} ORDER

Open Meeting
September 5 and 8, 2003
Phoenix, Arizona

BY THE COMMISSION:

Having considered the entire record herein and being fully advised in the premises,
the Arizona Corporation Commission ("Commission") finds, concludes, and orders that:

FINDINGS OF FACT

1. The Federal Telecommunications Act of 1996 ("1996 Act") added Section 271 to the Communications Act of 1934. The purpose of Section 271 is to specify the conditions that must be met in order for the Federal Communications Commission ("FCC") to allow a Bell Operating Company ("BOC"), such as Qwest Corporation ("Qwest" or the "Company"), formerly known as US WEST Communications, Inc. ("US WEST") to provide in-region interLATA services. The conditions described in Section 271 are intended to determine the extent to which local phone service is open to competition.

2. The FCC has emphasized the importance of several key components of any Section 271 application, including, but not limited to: 1) open participation of all interested parties; 2) independent third party testing of operation support systems ("OSS"); and 3) compliance with a

1 fourteen point competitive checklist which specifies the access and interconnection a BOC must
2 provide to other telecommunications carriers.

3 3. A subsequent investigation by Staff into Qwest's compliance with Section 252(e)
4 revealed that four parties, including XO Communications ("XO"), Eschelon Telecom, Inc.
5 ("Eschelon"), Z-Tel Communications, Inc. ("Z-Tel"), and McLeodUSA, Inc. ("McLeod") had
6 unfiled agreements with Qwest which acted to limit their participation in the Commission's
7 Section 271 proceeding. Two of these carriers, Eschelon and McLeod, stated that they had
8 unresolved issues as a result of their unfiled agreements with Qwest. AT&T Communications of
9 the Mountain States, Inc. ("AT&T"); WorldCom, Inc. ("WorldCom"); and Covad
10 Communications Company ("Covad") raised concerns about the non-participation of certain
11 parties and with the resulting impact on the Section 271 record.

12 4. Staff held a Supplemental Workshop on July 30 and 31, 2002, in order to give
13 parties to the Qwest Section 271 proceeding in Arizona, who were precluded from actively
14 participating in the process through unfiled agreements with Qwest, and who believed there were
15 unresolved issues resulting from this non-participation, an opportunity to voice the issues, and for
16 Qwest to respond. Other parties were allowed to participate to the extent they had issues which
17 arose from the new evidence presented. This Supplemental Workshop addressed several issues
18 related to Qwest's OSS and Checklist Items 1 and 2.

19 5. On February 25, 2003, Staff filed its Final Supplemental Workshop Report on OSS
20 issues. This Report is attached as Exhibit A. Four parties filed comments on this Report: AT&T
21 and WorldCom (in a joint filing), Eschelon, and Qwest. On June 27, 2003, Staff filed its Final
22 Supplemental Workshop Report on Checklist Items 1 and 2. This Report is attached as Exhibit B.
23 Two parties filed comments on this Report: Eschelon and Qwest. Six parties filed reply comments
24 on this Report: Eschelon; Qwest; AT&T; WorldCom; Mountain Telecommunications, Inc.
25 ("MTI"); and Covad.

OSS RELATED CHECKLIST ITEM 2 ISSUES**Disputed Issue No. 1 – Service Affecting Performance and Reporting****OP-5 and PO-20**

6. Eschelon raised several sub-issues related to service affecting performance and reporting. Eschelon stated that it did not believe that Qwest was accurately reporting the service being provided to Eschelon. Specifically, Eschelon expressed concern about the accuracy of Performance Indicator Definition (“PID”) OP-5 (New Service Installation Quality). Eschelon’s internally calculated results for OP-5 were significantly different from those reported by Qwest. Qwest responded by stating that its performance meets the standards set by the PIDs.

Following the workshop, Staff requested its consultant, Cap Gemini Ernst & Young (“CGE&Y”), to conduct a test to reconcile the differences in the Eschelon and Qwest data. CGE&Y’s Report concluded that there are many errors and omissions in Qwest reported OP-5 results as well as disagreements on what should be included in the PID definition. Many of the discrepancies (approximately 70%) were occurring because of legacy system limitations. Advancements in capabilities have made improvements possible for OP-5. For the remaining 30% of the discrepancies, there was considerable disagreement between Qwest and the parties on the OP-5 exclusion definitions. With respect to the major disagreements noted in its Report, Staff found that all trouble reports received within 72 hours of installation were intended to be included in PO-5; and that conversions from retail to CLEC service that result in Out of Service conditions on the day of the cut should also be included in PO-5.

7. Eschelon also questioned whether the PIDs adequately capture troubles that are reported through Qwest’s documented processes when those processes allow action other than opening a trouble ticket with the repair desk. Qwest stated that it believes the PIDs do adequately capture all types of troubles. In its Report, Staff disagreed with Qwest and stated that trouble reports that are caused by Qwest service order errors should be included in OP-5 as trouble reports.

8. In Qwest’s comments on Staff’s Final Supplemental Workshop Report on OSS issues, Qwest states that it has proposed changes to OP-5 to address Staff’s concerns. The OP-5 PID is currently being discussed in the LTPA. Staff notes that the LTPA is recommending

1 changes which are inclusive of Staff's recommendations with respect to OP-5. Staff agrees that
2 these changes should address Staff's recommendations on this issue. We accept Staff's
3 recommendation that Qwest provide the Commission with a copy of the OP-5 PID language once
4 it is finalized. If there are any remaining impasse issues between Qwest and the CLECs on the
5 final version of the language for OP-5, Staff will resolve those issues.

6 9. With respect to PO-20, Staff did not believe that the current proposal that Qwest
7 had made captured Eschelon's issues. Staff Report at p. 34. Eschelon's issues were that service
8 order accuracy should include errors in the services/features ordered on the Local Service Request
9 that are not correctly transferred to the Qwest service order. Id.

10 10. In its February Report and Recommendation, Staff recommended the following
11 with regard to OP-5 and PO-20:

- 12 a. That Qwest be required to verify through a filing with the Commission
13 within 90 days from the effective date of the Commission's Order
14 approving this Report that its new calculation process corrects the high
15 incidence of coding problems uncovered in the CGE&Y Report.
- 16 b. That Repeat Reports continue to be included in OP-5, since the parties and
17 Qwest agreed to inclusion at the time of PID development.
- 18 c. That OP-5 measure the total percentage of new installations without a
19 trouble or customer affecting condition experienced within the first 30 days
20 of installation.
- 21 d. In cases where troubles are excluded because they were referred to another
22 department, such cases should be considered by the TAG and/or Long-
23 Term PID Administration for inclusion in service installation quality
24 calculations.
- 25 e. That PO-20 be modified to include measurement of whether all the
26 services/features ordered on the LSR were correctly transferred to the
27 Qwest service order and to include calls to the service center because of a
28 service order error.

1 11. On March 10, 2003, Qwest filed its comments on Staff's Final Supplemental
2 Workshop Report on OSS issues. Qwest disagrees with Staff's characterization that there are
3 "many errors and omissions in Qwest's reported OP-5 results." Qwest Comments at p. 5. Qwest
4 states that it has implemented a new calculation process that eliminates the coding problems
5 uncovered in the CGE&Y Report. Qwest also states that it has proposed improvements and
6 changes to OP-5 to address the issues cited in the CGE&Y Report and concerns raised by Staff
7 with respect to this issue. Qwest also agrees to address repeat reports in OP-5; it supports a way of
8 addressing new service repeat or multiple reports that preserves the accuracy of measuring
9 installations that are free of trouble reports and also measures them as a percentage of problem
10 reports involving newly-installed services. Qwest Comments at p. 6. Qwest further stated that it
11 agrees to include in OP-5 both the repair reports from its maintenance and repair tracking systems
12 and also reports of service-affecting problems captured from falls to Qwest's interconnect service
13 centers (call center data). The OP-5 PID is currently being discussed in the Long Term PID
14 Administration group ("LTPA").

15 12. Qwest also agreed to include in PO-20 whether the service/features ordered on the
16 LSR were correctly transferred to the service order, via the measurement method upon which PO-
17 20 is based (i.e., comparisons of LSR fields with corresponding service order fields). Where this
18 measurement method cannot feasibly address certain aspects of order accuracy, Qwest accepts a
19 "safety net" concept that is based on call center data. Qwest Comments at p. 8. Eschelon
20 suggested that when service order errors occur but are corrected by CLECs, the errors should be
21 accounted for in the PIDs. In Qwest's comments on Staff's Final Supplemental Workshop Report
22 on OSS issues, Qwest disagrees that PO-20 should include these types of errors. Qwest states that
23 it provides CLECs with a notice of a pending order called a Pending Service Order Notification
24 ("PSO"). If a CLEC notices an error in the PSO, it can report the error to Qwest and it will be
25 corrected prior to provisioning of the order. Qwest states that it may identify the error whether or
26 not a CLEC notifies Qwest. Qwest also believes that its OP-5 and PO-20 proposals will capture
27 service order issues that are not identified and corrected by Qwest.

28

1 Qwest that OP-3 is not the place to measure trouble reports due to service order errors by Qwest.
2 Staff believes that this issue is resolved with Staff's resolution of OP-5. No party commented on
3 Staff's finding on OP-3, therefore Staff's recommendation is accepted.

4 **Withholding 271 Approval**

5 19. Eschelon suggested that the form and content of any long-term PID administration
6 plan be developed, so that a forum is available when needed, before Section 271 approval is
7 recommended. Qwest disagreed that a long-term PID administration plan must be developed
8 before the Commission recommends Section 271 approval. Eschelon also stated that the
9 Commission should not recommend Section 271 approval for Qwest before the end-user
10 customer's experience improves and that improvement is documented and verified. Qwest states
11 that the Section 271 process in Arizona has confirmed that CLECs are able to provide local service
12 to their end-users in Qwest's region at a level that meets or exceeds the Section 271 requirements.

13 20. AT&T and WorldCom also expressed concern in their Comments with Staff's
14 conclusion of 271 compliance, on Qwest's agreement to implement the recommendations. AT&T
15 and WorldCom object because Qwest is being permitted to prospectively implement all of Staff's
16 recommendations. AT&T/WorldCom Comments at p.3.

17 21. Staff agrees with Qwest that there is no legal requirement or justification for
18 withholding Section 271 approval until the long-term PID administration forum has been
19 established. Staff also notes that the Long-Term PID Administration group has been created and
20 the Commission is involved in its activities. Further, Qwest has already implemented many of
21 Staff's recommendations. We agree with Staff that 271 approval need not await actual
22 implementation of all of the recommendations of Staff and Consultants. Further, we also agree
23 with Staff that separate reporting of UNE-E/UNE-M and UNE-Star from UNE-P is not necessary
24 since it is understood that the UNE-Star product will be for the most part replaced by UNE-P.
25 Finally, the FCC has already approved Qwest's other thirteen states as having met the Section 271
26 OSS requirements.

27 22. Further, Eschelon suggested that measures to address all of these impasse issues
28 should be developed and incorporated into the Performance Assurance Plan ("PAP") before

1 Section 271 approval is recommended (i.e., before long-term PID administration). Qwest did not
2 offer comments on this impasse issue. Staff notes that OP-5 is already contained in the PAP plan
3 for Arizona. When OP-5 is corrected to resolve the issues discussed above, this impasse issue will
4 be resolved. We agree with Staff that modification of OP-5 in the manner discussed above should
5 also flow to the Arizona PAP, since OP-5 is already included therein. Additionally, any need for
6 further revisions to the PAP can be addressed in the first 6-month review.

7 **Disputed Issue No. 2 – Time-Consuming and Cumbersome Ordering Process**

8 23. Eschelon raised two sub-issues concerning time consuming and cumbersome
9 ordering processes. First, Eschelon suggested that Qwest should be required to successfully add
10 the capability to convert customers as specified without having to list and map changes, adds, or
11 removes before obtaining 271 approval. Second, Eschelon suggested that Qwest should be
12 required to successfully add migrate by telephone number capability before obtaining 271
13 approval.

14 24. In its Staff Report and Recommendation, Staff found that this impasse issue had
15 been satisfactorily resolved through the CMP process. The changes that Eschelon is requesting
16 have been committed to in IMA 12.0 release which is scheduled for April 2003. Moreover, once
17 Qwest determined that it could implement a portion of one of these requests without system
18 changes, it followed the CMP notification process and eliminated the requirement to specify
19 unwanted features on UNE-P conversion requests. That change was effective August 16, 2002.
20 Staff recommended that Qwest file in this Docket verification that IMA 12.0 implemented this
21 change request.

22 25. In Qwest's comments on Staff's Final Supplemental Workshop Report on OSS
23 issues, Qwest confirms that the changes associated with this issue will be included in the IMA 12.0
24 release, scheduled for April 2003. Qwest agrees to file verification that IMA 12.0 implemented
25 these changes.

26 26. On June 10, 2003, Qwest filed a verification that it had implemented the changes
27 associated with this issue with IMA Release 12.0 on April 7, 2003, which resolves this impasse
28 issue.

Disputed Issue No. 3 – Cutovers

1
2 27. Eschelon stated that Qwest should be required to show that it is providing timely
3 cutovers and complying with its own documented cutover procedures. Qwest described the
4 current process for cutovers. Also, CMP CR PC061002-1 (draft) provided further clarification to
5 the process followed if the CLEC is not ready within 30 minutes. The change from telephone to
6 email no dial tone notices requested in CR PC061002-1 became effective September 25, 2002, and
7 was noticed to the CLEC community on September 5, 2002.

8 28. According to Staff, the issue has been satisfactorily handled by Qwest through the
9 CMP process and therefore is no longer an open issue.

Disputed Issue No. 4 – Unannounced CLEC Affecting Systems Changes

10
11 29. Eschelon stated that Qwest should be required to show that it is adequately
12 notifying CLECs of changes to systems, including changes to Qwest's back end systems, when
13 those changes may impact CLECs. Eschelon stated that this is a continuing problem since specific
14 processes regarding directory listings have changed, and Eschelon was not notified of these
15 changes. Qwest states that no change has been made to the specific process for directory listings.

16 30. In its February Report and Recommendation, Staff agreed with Eschelon that
17 changes to processes should not be made without notification to CLECs. Staff accepts Qwest's
18 response that the example given by Eschelon was not a system change. CGE&Y was asked to
19 follow up and review Qwest actual performance in following the CMP processes. Their report
20 found that Qwest was following procedures on notification to CLECs concerning system changes.
21 Staff's findings are reasonable and shall be adopted.

Disputed Issue No. 5 – OSS Lack of Flow Through

22
23 31. Eschelon states that Qwest should be required to show that Centrex 21 orders
24 successfully flow through to UNE-P-POTS after Release 10.1. Eschelon states that these orders
25 do not flow through. Qwest confirmed that Centrex Plus and Centron orders do not flow through.
26 This results in out of service periods since a disconnect occurs and a new connect must be
27 completed. Qwest stated that it is evaluating both process and systems enhancements to minimize
28 the out of service period.

1 investigation into this issue indicated that most billing inaccuracies in Eschelon's bills are not
2 related to system-wide defects in Qwest's billing functions. Qwest also stated that the billing
3 accuracy PID, BI-3, is designed to capture the effects of billing adjustments for error in the
4 reporting month in which the adjustments occurred, regardless of when the original billing took
5 place. Thus, it would be non-compliant with the current PIDs, as accepted by the parties, to
6 adjust past reported results, when the actual adjustment took place in the month it is
7 implemented.

8 41. In its Report and Recommendation, Staff agreed that billing accuracy is a very
9 important issue. At the conclusion of the OSS test, all billing issues identified had been corrected.
10 The major issues remaining that related to billing appeared to be unique billing issues related to the
11 Eschelon and McLeod special product (UNE-E and UNE-M, respectively) billing. This special
12 billing arrangement was agreed to between Qwest and these CLECs. Nonetheless, Qwest
13 committed that this was only an interim measure and that it would convert its manual billing
14 process to mechanized billing for these products. However, the conversion process has
15 encountered one delay after another. Accordingly, Staff recommended that Qwest be required to
16 count these billing problems as an error or an inaccurate bill for purposes of calculating its billing
17 measurements, until conversion occurs. Staff also recommended that Qwest and Eschelon should
18 also be required to provide the Commission Staff with additional information regarding the issues
19 involved with converting Eschelon's embedded accounts and provide a mutually agreed upon
20 resolution within 90 days.

21 42. On March 7, 2003, Eschelon filed its comments on Staff's Final Supplemental
22 Workshop Report on OSS issues. Eschelon states that the Commission should clarify (or revise)
23 the PID to require Qwest to make a billing adjustment for each month in which bills are
24 inaccurate. In Qwest's comments on Staff's Final Supplemental Workshop Report on OSS
25 issues, Qwest states that it does not believe that a billing inaccuracy issue exists with respect to
26 the embedded accounts issue. Qwest states that its billing methods for UNE-E accounts must
27 continue until the migration of the accounts is completed. Qwest states that it has tried to resolve
28 the issue with Eschelon by proposing solutions, but Eschelon has not agreed to meet to further

1 discuss the issue. However, Qwest agrees to meet with Eschelon to discuss the conversion of the
2 embedded accounts in order to come to a resolution on this issue.

3 43. We disagree with Qwest that a billing inaccuracy issue does not exist, pending
4 conversion to a mechanized billing process. We find Staff's initial recommendations on these
5 issues to be reasonable. Qwest shall be required to count each bill for which a manual adjustment
6 is still required, as an inaccurate bill or an error for purposes of calculating its billing
7 measurements, until conversion occurs. Qwest can exclude these manual billing adjustments
8 from its PID calculation if it can demonstrate to Staff that Eschelon is unreasonably preventing
9 conversion of the accounts to the automated billing process. The Commission Staff or its
10 consultant will be available to participate in discussions among the parties on this issue. We
11 agree with Staff that no further clarification or revision to the PID is needed. Both Qwest and
12 Eschelon should work in good faith to resolve the issues associated with conversion to a
13 mechanized billing process and should provide updates to Staff on the results of their
14 negotiations.

15 **Disputed Issue No. 8 – Switched Access**

16 44. Eschelon stated that the Commission should further investigate whether Qwest is
17 providing complete and accurate records from which CLECs may bill interexchange carriers
18 access charges and whether Qwest's performance in this regard is accurately measured.

19 45. Staff agrees with Eschelon that this was an area of major concern. Staff was very
20 concerned about the results of the original test of Daily Usage Files ("DUF") in the OSS test.
21 Although now corrected, because of the problems encountered during the OSS test with DUF
22 records, Staff recommended that a retest of DUF records be conducted within twelve months.
23 Qwest has agreed to this recommendation and advises that it will comply. Staff believes that the
24 problems with DUF have been tested and corrected. The retest requested by Staff should provide
25 evidence as to whether the problems continue to be corrected on a going forward basis, or
26 whether additional action by the Commission is necessary.

27 **Disputed Issue No. 9 – Stand Alone Test Environment (SATE)**

28

1 46. Eschelon questioned whether products that are in Qwest's production environment
2 but not in SATE should be added to SATE employing the CMP prioritization process, or whether
3 Qwest was obligated to add those products outside of the CMP prioritization process and by a
4 date certain. This issue was also at impasse in the TAG. Qwest submitted a compromise position
5 to the Arizona TAG wherein those products can be implemented into SATE after the volume of
6 CLEC use for each of the relevant product(s) reaches (within Qwest's 14-state region) 100
7 transactions during the prior twelve (12) month period. The implementation of those products
8 into SATE will then be scheduled for the upcoming major SATE release if feasible; or if not
9 feasible, then no later than the next major SATE release.

10 47. The Qwest proposal resolved the Arizona TAG impasse issue since it satisfied the
11 CLEC concerns. Staff, therefore, considered the issue resolved.

12 48. On March 7, 2003, Eschelon filed its comments on the Final Supplemental
13 Workshop Report on OSS issues. Eschelon supports Staff's recommendations in the Report,
14 except that Eschelon also believes that the Commission should require Qwest to implement
15 Staff's recommendations prior to receiving Section 271 approval. Eschelon made two additional
16 recommendations in its comments. Eschelon states that the Commission should clarify that the
17 billing accuracy PID measures the percentage of CLEC billing in error and should require Qwest
18 to make a billing adjustment for each month in which CLEC bills are inaccurate. This PID should
19 be revised as necessary to reflect these clarifications. Eschelon also states that the Commission
20 should add a billing PID to reflect the completeness of the Daily Usage Files.

21 49. Staff disagrees with Eschelon on these issues. Staff believes that the
22 recommendations contained in its Report do not need to be fully implemented prior to Section
23 271 approval. Staff also believes that the billing accuracy PIDs do capture valuable information
24 and that additional changes to those PIDs are not warranted at this time.

25 50. In Eschelon's comments on Staff's Final Supplemental Workshop Report on OSS
26 issues, Eschelon states that Staff's recommendations should be fully implemented before the
27 Commission grants Section 271 approval. On March 10, 2003, AT&T filed its comments on
28 Staff's Final Supplemental Workshop Report on OSS issues. AT&T agrees with Eschelon that

1 the Commission should require Qwest to implement Staff's recommendations prior to receiving
2 Section 271 approval.

3 51. Staff disagrees with Eschelon and AT&T that all of Staff's recommendations
4 contained in its Final Supplemental Workshop Report on OSS issues need to be fully
5 implemented prior to Section 271 approval.

6 52. With Staff's recommendations contained in its Final Supplemental Workshop
7 Report on OSS issues and the recommendations contained herein regarding the resolution of all
8 OSS issues, Staff believes that all outstanding OSS issues raised in the Supplemental Workshop
9 have now been resolved. Qwest should be required to provide evidence that it has implemented
10 Staff's recommendations. This evidence and the effectiveness of the recommendations will be
11 reviewed at the first six-month PAP review. Qwest has sufficiently demonstrated before this
12 Commission that it meets all applicable OSS Testing requirements and all applicable checklist
13 requirements relating to the issues addressed herein.

14 53. Staff deems the OSS Test portion of Qwest's Section 271 initiative to be complete.
15 In Staff's opinion, with the above resolutions of the issues presented, all of the objectives of
16 implementing a comprehensive independent Third Party administered OSS Test have been
17 fulfilled.

18 **NON-OSS RELATED CHECKLIST ITEMS 1 AND 2 ISSUES**

19 **Disputed Issue No. 1 – UNE-P Feature Availability: Remote Access Forwarding**

20 54. Eschelon raised several sub-issues related to UNE-P feature availability and
21 Remote Access Forwarding ("RAF"). Eschelon stated that RAF is not a proprietary Advanced
22 Network Architecture ("AIN") feature and proposes that Qwest must provide RAF with UNE-P.
23 Alternatively, if Qwest is allowed to treat RAF as an AIN feature unavailable with UNE-P,
24 Eschelon stated that Qwest should be required to provide to CLECs a list of switches for which
25 RAF (and other switch features that Qwest claims are not otherwise available to CLECs) is
26 activated. Qwest responded that Eschelon's position is based on three mistaken assumptions.
27 First, Qwest's RAF is AIN based, not switch-based. Second, Eschelon is mistaken when it asserts
28 that Qwest provides switched-based RAF to its own customers. Third, the FCC has held that AIN

1 service software should not be unbundled when the ILEC makes its AIN platform or database,
2 Service Creation Environment, Service Management System ("SMS"), and Signal Transfer Points
3 ("STPs") available for CLECs to develop their own AIN products. The FCC makes no mention
4 of any exception to this holding for an AIN feature that is similar to a switch-based product an
5 ILEC may have offered in the past. Qwest stated that a list of the features that are unavailable
6 with UNE-P, including AIN products, voice messaging products, and feature products is in the
7 PCAT.

8 55. In its June Report and Recommendation, Staff agreed with Eschelon that Qwest
9 must make these features available to it. While Qwest is not obligated to make proprietary AIN
10 features available to CLECs as unbundled network elements, nothing precludes Qwest from
11 voluntarily agreeing to make certain of these features available to CLECs in its interconnection
12 agreements. Once Qwest makes them available to one carrier, it must make them available to
13 other carriers under the opt-in provisions of the 1996 Act. Staff reviewed the amendments to
14 Eschelon's interconnection agreement with Qwest dated July 31, 2001. Both amendments, as
15 well as the attachments, list the features available with UNE-P as including the following four
16 AIN features at retail rates: Remote Access Forwarding, Scheduled Forwarding, Dial Lock, and
17 Do Not Disturb. Therefore, Staff found that in looking at the plain language of these amendments
18 and accompanying attachments, Qwest's agreements incorporate provisions which obligate them
19 to make available to Eschelon at retail rates the four AIN features listed above.

20 56. Staff also found in its June Report that there is no reason for Qwest to make AIN
21 features available to some CLECs on a platform basis but not others. In addition, because Qwest
22 has committed to make voice mail available to CLECs in Minnesota with UNE-P, Staff believes
23 that Qwest should also be required to make this feature available to CLECs in Arizona which
24 desire this feature with UNE-P. In addition to having the option of obtaining the AIN features at
25 retail rates with UNE-P, Qwest must still make available the option of allowing CLECs to elect
26 the switch-based features at cost based or TELRIC rates.

27 57. On July 18, 2003, both Eschelon and Qwest filed comments on Staff's Final
28 Supplemental Workshop Report on Checklist Items 1 and 2. While Eschelon agreed with Staff's

1 recommendation regarding the availability of certain features with UNE-P, it stated that several
2 sub-issues remain or have since arisen. First, Eschelon reports that while Qwest committed to
3 updating its website information related to the availability of features with UNE-P, Qwest has
4 actually deleted this information from its PCAT on the website. Eschelon recommends that
5 Qwest be required to place the updated feature availability information on its website in a location
6 easily accessible by CLECs. Eschelon states that to develop, market, and order a product, CLECs
7 need to know which features are and are not available with a product, as well as the Universal
8 Service Ordering Codes ("USOCs") for those features. Eschelon therefore asks the Commission
9 to adopt the Staff's recommendation on availability of features and to further require Qwest to
10 post a complete "Features, Products & Services Unavailable with UNE-P Products" (with USOCs
11 and language description) document, as modified to reflect the Commission's decision, in a
12 logical and readily accessible location on Qwest's web-site.

13 58. Qwest states that it believes it is not required to unbundle its AIN service software
14 for use with UNE-P. However, Qwest states that it will provide Remote Access Forwarding,
15 Scheduled Forwarding, Dial Lock, and Do Not Disturb AIN features to other CLECs, which are
16 available under the Qwest and Eschelon UNE-E agreement. Qwest will provide these AIN
17 services following Section 271 approval and through December 31, 2005 (this is the termination
18 date of the Eschelon and Qwest UNE-E agreement). Qwest states that it will modify its next
19 SGAT to include a statement that it will provide these AIN services from the date of Section 271
20 approval through December 31, 2005. Qwest also states that it will provide voice mail to CLECS
21 with UNE-P following Section 271 approval. Qwest will modify its SGAT in order to make this
22 voice mail timeframe clear. On page 5 of its Comments, Qwest proposed specific SGAT
23 language for the availability of the four AIN features at issue.

24 59. In Eschelon's reply comments on Staff's Final Supplemental Workshop Report on
25 Checklist Items 1 and 2, Eschelon stated that Qwest should immediately make AIN features and
26 voice mail available to CLECs.

1 60. On July 25, 2003, AT&T filed reply comments on Staff's Final Supplemental
2 Workshop Report on Checklist Items 1 and 2. AT&T states that Qwest should immediately make
3 the AIN features available to CLECs.

4 61. In Qwest's reply comments on Staff's Final Supplemental Workshop Report on
5 Checklist Items 1 and 2, Qwest states that it has removed lists of unavailable features from its
6 website and replaced it with a UNE-P Features Matrix which is posted on its website. Qwest
7 states that the matrix lists UNE-P products and indicates whether the listed features are standard,
8 optional, or not available for each product. The listed products include links to the product
9 description pages for each product, including language descriptions, information regarding
10 availability and a table of relevant USOCs. According to Qwest the matrix indicates by omission
11 those features that are not available.

12 62. Staff continues to support its initial recommendations on this issue. In addition to
13 its features matrix, Staff believes that Qwest should continue to display the list of unavailable
14 features with UNE-P (with USOCs and language description). Further, Staff recommends that
15 Qwest not be allowed to limit the availability of the four AIN features or voice mail with UNE-P
16 until the effective date of Qwest's Section 271 approval or until December 31, 2005. Staff further
17 recommends that the language proposed by Qwest for its SGAT on this issue, be rejected.

18 63. We agree with Staff's recommendations. It would be inappropriate for Qwest to
19 condition the availability of the features upon its receipt of 271 approval. Under the Federal Act,
20 CLECs have a right to opt-in to agreements approved by the State Commission. These
21 amendments are now in effect, therefore, CLECs should be able to exercise their opt-in rights
22 immediately. Further, Qwest shall continue to make voice-mail and the four AIN features
23 available to CLECS with UNE-P until further order of the Commission approving a request by
24 Qwest to discontinue the provision of these services with UNE-P.

25 64. A sub-issue was also raised by Eschelon as to whether Qwest should be allowed to
26 charge CLECs right to use fees for activating an AIN feature, when Qwest unilaterally chose to
27 provide the feature through AIN, instead of spreading the cost of any such fees across all users.
28 Qwest responds that if Qwest uses AIN technology to provide services to its retail end-user

1 customers, it is under no obligation to make those AIN-based services available to CLECs
2 purchasing UNE-P combination service. If a CLEC chooses to request that Qwest activate a
3 switch-based service that is not currently available in Qwest's switch, there would be costs to
4 perform such work.

5 65. In its June Report, Staff believed that Eschelon raises some legitimate concerns.
6 Staff believed that Eschelon's concerns should be addressed through implementation of a more
7 formal process for verification and cost justification. Qwest should be required to provide vendor
8 feature documentation regarding whether a feature is or is not in the switch. Qwest might do this
9 in the form of a letter from the vendor of the switch that they have not paid for the feature and that
10 it is not installed in the switch. In addition, the vendor should know whether it has been activated
11 and the date of activation. Qwest should also be required to cost justify any activation fees and
12 testing fees it charges and receive Commission approval of the charges subject to true-up. In
13 particular, it should provide verification of any right to use fees. Staff also recommended that
14 Qwest be required, at the time it receives a request for a switch-based feature that has not been
15 activated, to utilize its CMP process to query CLECs on any features for which they anticipate
16 requesting activation in the next 12 months. Depending upon the response received, Qwest
17 should structure its charges accordingly.

18 66. In Qwest's comments on Staff's June Workshop Report, Qwest states that it
19 currently supplies CLECs with a list of features activated in each switch through the Special
20 Request Process ("SRP") it has implemented. Therefore, it believes that Staff's recommendations
21 are not necessary since the SRP satisfies Staff's concerns. In Eschelon's reply comments on
22 Staff's Final Supplemental Workshop Report on Checklist Items 1 and 2, Eschelon states that the
23 SRP process does not provide the information mentioned by Staff in its recommendation.

24 67. To resolve this issue Staff recommends Qwest insert the following language into its
25 SGAT: 9.11.1.3.2 Shared Right-To-Use Fees for Switched-Based Features - allows two (2)
26 or more Carriers (including Qwest) to share the applicable Right-To-Use Fees for Switched-Based
27 Features. Under a sharing arrangement one (1) CLEC obtains a Switch-Based Feature from
28 Qwest pursuant to this Agreement or an approved Interconnection Agreement, and another CLEC,

1 pursuant to the terms of its Agreement or approved Interconnection Agreement, may share the
2 applicable Right-To-Use Fees equally between the requesting Carriers. Shared Right-To-Use
3 Fees may also be established through joint Application by CLECs in which Qwest will have a
4 separate Billing relationship with each applicant and will look to each CLEC for payment of its
5 proportionate share of the Right-To-Use Fees relating to the Switch-Based Feature. For the first
6 twenty-four (24) months after an initial request Qwest will prorate the Right-To-Use Fees for
7 providing the Feature regardless of how many Carriers actually utilize the feature by determining
8 the total applicable Right-To-Use Fees for provisioning the Feature and allocating equally that fee
9 to all sharing Carriers (and billed directly to each such Carrier). Qwest shall not place
10 unreasonable restrictions on CLEC's ability to make use of this arrangement.

11 68. Another sub-issue raised by Eschelon concerned Qwest's employees not responding
12 to its inquiries in a timely fashion, and at times giving it contradictory information as to feature
13 availability. Eschelon stated that Qwest should be required to establish that its employees have
14 been trained in the proper processes for CLECs to request the features, functions, and capabilities
15 of the switch. Qwest could not explain the specific problems experienced by Eschelon. However,
16 Qwest does not believe that there is a problem with its employee's training.

17 69. In its June Report and Recommendation, Staff agreed with Eschelon that it should
18 have access to employees that are knowledgeable about these processes. Staff recommended that
19 Qwest be required to certify that its employees which interface with CLECs on end-user affecting
20 issues have attended and passed the requisite training. Qwest should also be required to publish
21 the training such employees are required to complete both on its website and within its Code of
22 Conduct. In addition, Qwest should implement a streamlined complaint process for CLECs
23 experiencing difficulties with this issue. Staff also recommended that the Commission require
24 Qwest to send out relationship management surveys to CLECs annually, as part of its CMP
25 process, to determine whether Qwest is meeting its obligations in this regard, and that it is not
26 acting in an anti-competitive manner with respect to any CLECs. Qwest should be required to
27 publish the results of its survey on a state by state basis, where applicable.
28

1 70. In Eschelon's comments on Staff's Final Supplemental Workshop Report on
2 Checklist Items 1 and 2, Eschelon states that CLECs should also be able to provide input, through
3 the CMP, on the relationship management survey process in order to help craft relevant survey
4 questions and have input on which CLEC employees should be surveyed. In Qwest's comments
5 on Staff's Final Supplemental Workshop Report on Checklist Items 1 and 2, Qwest objects to
6 Staff's recommendations on this issue for several reasons. First, Qwest states that training all of
7 its wholesale personnel in every aspect of switch features for every switch is unreasonable.
8 Second, Qwest's Code of Conduct states that all employees need to complete the required
9 training. Third, Qwest believes that its current escalation process adequately addresses the
10 recommendation that a streamlined complaint process be implemented. Fourth, Qwest states that
11 it is developing a relationship management survey for CLECs. In Qwest's reply comments on
12 Staff's Final Supplemental Workshop Report on Checklist Items 1 and 2, Qwest disagrees with
13 Eschelon that CLECs should be involved in developing the surveys since this would compromise
14 the integrity of the survey process. Qwest has hired an independent third party to design and
15 implement the survey.

16 71. Staff continues to support its initial recommendations that Qwest be required to
17 certify that its front-line employees which interface with CLECs on end-user affecting issues
18 receive appropriate training and that Qwest publish the certification and a general description of
19 the categories of training on its website. Qwest shall be required to take steps to ensure that its
20 employees receive continuing training for new products and processes specific to their job
21 functions. Qwest shall be required to implement a streamlined complaint process from CLECs
22 experiencing difficulties with Qwest representatives that allows CLECs to escalate any issue, at
23 any time, to any escalation point. The Staff also continues to recommend that Qwest utilize a
24 relationship management survey to obtain CLEC input on Qwest's performance for CLECs. Staff
25 believes the CLEC survey can be designed at Qwest's option, either through CMP or by an
26 independent third party. Qwest shall not unilaterally or inappropriately control such independent
27 third party in the design of the CLEC survey. The survey may be accomplished through an
28 independent third party vendor which Qwest states it has already hired, as long as the third party

1 vendor is able to maintain its independence and gives appropriate weight to all CLEC's input into
2 the CLEC portion of such survey. CLECs shall have input to the survey processes and the topics
3 to be covered in the CLEC survey. If Qwest utilizes its broader customer satisfaction survey,
4 CLECs shall be given the option of submitting additional comment in writing. If Qwest decides
5 to use the CMP process, decisions shall be made by a two-thirds vote or by independent third
6 party consultant. We believe that Staff's recommendations are reasonable and shall be adopted.

7 72. The final sub-issue raised by Eschelon had to do with the availability of Market
8 Expansion Line ("MEL") with UNE-P. In its June Report and Recommendation, Staff
9 understood that MEL is provided by Qwest through AIN. Staff believed MEL to be equivalent to
10 remote call forwarding, which is also a switch-based feature. This feature could be provided as an
11 unbundled switch network element that does not require a port. However, Staff concluded that
12 this issue had been resolved through its above recommendations on Remote Access Forwarding.
13 In Qwest's comments on Staff's Final Supplemental Workshop Report on Checklist Items 1 and
14 2, Qwest clarifies that MEL is not an AIN service nor is it a feature available with UNE-P.
15 However, Qwest will allow a CLEC to use the SRP to order MEL as a new UNE. Staff believes
16 that Qwest's response addresses this impasse issue and that the issue is closed. We agree with
17 Staff.

18 **Disputed Issue No. 2 – Unannounced Dispatches**

19 73. Eschelon stated that a documented process that is available to CLECs for non-
20 emergency maintenance visits by Qwest to CLEC end-user premises should be established to
21 ensure that proper procedures are followed regarding notice, branding, and coordination. Qwest
22 stated that it has an internal process in place to ensure that the customer of record (i.e., CLEC) is
23 notified if a Qwest technician is going to work on a CLEC end-user premise. Qwest said that it is
24 an internal process, so it will not share existing documentation about the process with CLECs.
25 Instead, Qwest said it would create a matrix describing the process and distribute it to CLECs.

26 74. In its Report, Staff believed that Qwest's proposal resolved this impasse issue.
27 Qwest did provide a matrix describing the process and distributed it to the CLECs. The matrix
28 was added to the Qwest Wholesale Web Site.

1 restore service. Qwest shall document this revised process in its repair process procedures in the
2 PCAT.

3 **Disputed Issue No. 4 – DSL: Disconnect DSL Early (Before Voice)**

4 80. Eschelon suggested that Qwest should be required to leave DSL functional until the
5 time of cut requested by CLEC (and not earlier). Eschelon also suggested that Qwest should be
6 required to show that it is following this process before gaining Section 271 approval. Qwest
7 stated that it is currently investigating alternative solutions that would allow the DSL service to
8 remain functional until the time the voice service is disconnected. Once these solutions have been
9 thoroughly analyzed, Qwest stated that it would communicate proposed changes to the CLECs via
10 the Change Management Process (“CMP”) in November 2002.

11 81. In its Report and Recommendation, Staff agreed with Eschelon on this issue.
12 Qwest recently provided an update on the CMP November meeting. It reported that an internal
13 DSL system change was implemented on December 17, 2002. Eschelon concurred with the
14 change. With this update, we agree with Staff that this impasse issue is closed.

15 **Disputed Issue No. 5 – Maintenance and Repair: Discrimination**

16 82. Eschelon stated that Qwest should be required to provide a statement of time and
17 materials and applicable charges to CLECs at the time maintenance and repair work is completed
18 (as Qwest does with retail customers). Qwest responded that it does provide CLECs with a dispute
19 process for repair charges. Qwest is also trying to determine the cost of implementing a change
20 that would allow Qwest to send daily e-mail messages to CLECs after completion of the repair
21 ticket, which would detail the ticket number of the repair and associated charges.

22 83. In its Report and Recommendation, Staff agreed with Eschelon that this is a very
23 important issue in need of resolution. Qwest reported that a CR on this issue is in the development
24 phase and is following the CMP process. Staff recommended that Qwest advise the Commission
25 when this process is agreed upon and implemented. The PCAT in the Repair Overview should
26 then be updated to advise CLECs of this procedure.

27 84. In Qwest’s comments on Staff’s Final Supplemental Workshop Report on Checklist
28 Items 1 and 2, Qwest states that the CR was modified to provide CLECs with the ability to view all

1 of their repair invoices on the internet. Qwest implemented this CR on June 25, 2003, and the
2 PCAT was updated to include this process on June 25, 2003, as well. In Eschelon's reply
3 comments on Staff's Final Supplemental Workshop Report on Checklist Items 1 and 2, Eschelon
4 states that Qwest's statement that the CR was successfully implemented on June 25, 2003, is
5 incorrect. The deployment was not successful and a CR on this issue remains open.

6 85. Staff continues to support its initial recommendation. We find Staff's
7 recommendation to be reasonable.

8 **Disputed Issue No. 6 – Maintenance and Repair: Untimely Bills**

9 86. Eschelon stated that Qwest should be required to make a written commitment to
10 CLECs to provide timely bills or, if untimely, not apply the charges to CLEC bills. Qwest stated
11 that the policy of not billing for maintenance charges over 45 days old was implemented in
12 February 2002. Qwest stated that it believes that no additional commitment related to this issue is
13 necessary.

14 87. In its Report, Staff recommended that the Commission require Qwest to document
15 its policy so that it is applied uniformly. This policy should also be posted on the PCAT web site
16 under Repair Overview so that CLECs are aware of this policy.

17 88. In Eschelon's comments on Staff's Final Supplemental Workshop Report on
18 Checklist Items 1 and 2, Eschelon states that Qwest has interpreted its policy as meaning that
19 Qwest will not write an order to generate a bill more than 45 days following the process date.
20 However, Eschelon believes that this interpretation is incorrect and requests clarification that bills
21 will be sent within 45 days of the repair date. In Qwest's comments on Staff's Final Supplemental
22 Workshop Report on Checklist Items 1 and 2, Qwest states that maintenance and repair charges
23 will not be processed if the repair date was completed 45 days or more in arrears of the process
24 date. In AT&T's reply comments on Staff's Final Supplemental Workshop Report on Checklist
25 Items 1 and 2, AT&T states that it disagrees with Qwest's interpretation of Staff's recommended
26 billing policy. Eschelon also noted in reply comments that Qwest has claimed to Eschelon that it
27 is proper under the same policy to send a bill 75 days after the repair work was completed.

28

1 89. We believe that Qwest's agreement to institute a policy not to process maintenance
2 and repair charges that cannot be posted by the second bill cycle after the maintenance and repair
3 occurred satisfies Staff's recommendation. Therefore, Qwest must implement this policy by
4 November 30, 2003.

5 **Disputed Issue No. 7 – Maintenance and Repair: Insufficient Information in Bills**

6 90. Eschelon stated that Qwest should be required to provide the circuit identification
7 number on unbundled loop bills for maintenance and repair charges. Qwest stated that it and the
8 CLECs are working, through the CMP, to develop a mechanized means for communicating repair
9 charges to CLECs regardless of how the associated trouble report was submitted. Qwest also
10 stated that its bills do provide sufficient information so that the circuit identification numbers are
11 not necessary for Eschelon to review its repair charges. Qwest also stated that it implemented
12 process modifications in March 2002, to allow the CLEC to more easily reference the charges on a
13 bill to a specific trouble report.

14 91. In its June Report, Staff stated that the CMP process should resolve this issue.
15 Qwest recently reported that circuit identification information on unbundled loop bills for
16 maintenance and repair charges is already in the Central and Western regions. This CR, when
17 implemented, will provide this functionality in the Eastern region as well. This CR was to be
18 implemented on March 2003. Staff recommended that Qwest advise the Commission when this
19 process is completed and implemented.

20 92. In Qwest's comments on Staff's Final Supplemental Workshop Report on Checklist
21 Items 1 and 2, Qwest states that the CR was implemented on March 17, 2003.

22 93. We agree with Staff that this impasse issue is now closed.

23 **Disputed Issue No. 8 – Maintenance and Repair: Pair Gain**

24 94. Eschelon stated that Qwest should not be allowed to impose upon CLECs dispatch
25 charges before it has ensured that the loop is working from its equipment to the pair gain.
26 Eschelon also stated that Qwest should not be allowed to impose unnecessary maintenance and
27 repair charges on CLECs that are due to Qwest's use of pair gain. Qwest stated that a change was
28 made on July 23, 2002, that provided that when the repair call handling bureau receives reports

1 that say anything about pair gain, they are instructed to take the ticket whether any trouble results
2 have been indicated or not. Qwest also stated that it does not impose unnecessary maintenance
3 and repair charges. Specific to the issue of pair gain, when the CLEC identifies up-front that the
4 facilities are pair gain, Qwest will not assess optional testing charges. Qwest offered additional
5 language in its PCAT as further clarification of its policy.

6 95. In its June Report, Staff agreed with Qwest's new process for handling of trouble
7 testing that includes pair gain. Qwest should not impose unnecessary maintenance charges
8 because a subscriber is served by pair gain facilities when the correct process is followed. No
9 party commented on Staff's resolution; therefore this issue appears to be resolved.

10 **Disputed Issue No. 9 – Maintenance and Repair: Reciprocity**

11 96. Eschelon stated that Qwest should be required to accept charges from CLECs for
12 testing that CLECs conduct for Qwest in the same types of circumstances under which Qwest
13 charges CLECs. This requirement should be clearly stated in Qwest's Statement of Generally
14 Acceptable Terms ("SGAT"). Qwest responded that consistent with industry practice, its
15 interconnection agreements require that CLECs test to isolate trouble to the ILEC network before
16 issuing a trouble ticket to Qwest and provide for charges to apply when the trouble is found to be
17 outside the Qwest network. Qwest stated that CLECs use Qwest's network to serve their end-
18 users; the reverse is not true.

19 97. In its Report, Staff agreed with Qwest on this issue. This issue of reciprocal
20 charges for repair was discussed at length in the Checklist workshops and was not identified as an
21 impasse issue at that time. The CLECs agreed with the language now in the SGAT. As pointed
22 out in the SGAT, trouble isolation for a CLEC customer is a CLEC responsibility.

23 98. In Eschelon's comments on Staff's Final Supplemental Workshop Report on
24 Checklist Items 1 and 2, Eschelon states that Staff's recommendation only applies to charges for
25 initial testing, but not to charges for subsequent testing due to Qwest error. Therefore, Eschelon
26 believes that the Commission should not preclude further review of this issue with its final ruling
27 in the Section 271 case. In Qwest's reply comments on Staff's Final Supplemental Workshop
28

1 Report on Checklist Items 1 and 2, Qwest states that it agrees with Staff and disagrees with
2 Eschelon.

3 99. Staff disagrees with Eschelon and reaffirms its position on this issue. Staff's
4 position is reasonable and shall be adopted.

5 **Disputed Issue No. 10 – Loss and Completion Reports**

6 100. Eschelon stated that Qwest should be required to provide to CLECs with a single
7 report that lists the customers that have left the CLEC to go to another carrier. Qwest replied that
8 it has a different understanding of what should constitute an internal versus external loss indication
9 on the report. This was discussed further during the September CMP meeting and Eschelon will
10 be issuing a system CR to initiate the process for the change.

11 101. Staff agrees that a CLEC should be notified when a customer is lost. It is
12 understood that this information is on the Loss and Completion Report, but not as clearly indicated
13 as Eschelon would like. Qwest reported that Eschelon issued a system CR (SCR093002-01).
14 Qwest discussed the requirements with all CLECs in December 2002 to ensure that all CLECs
15 understand how the changes will impact the report. The CR is in the definition phase now and
16 following the CMP process.

17 102. In Eschelon's comments on Staff's Final Supplemental Workshop Report on
18 Checklist Items 1 and 2, Eschelon states that Qwest should be required to notify the Commission
19 when the process is implemented. In Qwest's comments to Staff's Final Supplemental Workshop
20 Report on Checklist Items 1 and 2, Qwest states that the CR was implemented on June 25, 2003.
21 In Eschelon's reply comments on Staff's Final Supplemental Workshop Report on Checklist Items
22 1 and 2, Eschelon states that not all issues relating to loss and completion reports were resolved on
23 June 25, 2003. Eschelon states that the Commission should require Qwest to perform a
24 comparison of losses and completions to reports for resale, UNE-P, and unbundled loops for 30
25 days.

26 103. Staff disagrees with Eschelon's suggestion and continues to support its initial
27 recommendation. Staff recommends that Qwest continue to keep the Commission apprised of the
28 progress on the open action item in CMP, the change that it has promised to implement by month's

1 end (See Eschelon Reply Comments at p. 8) and the extent to which the CLEC concerns have been
2 met.

3 **Disputed Issue No. 11 – Policy of Not Applying Rates in Interconnection Agreements**

4 104. Eschelon stated that Qwest should not unilaterally impose on a CLEC that has not
5 opted in to an SGAT, a rate that has not been approved in a Commission cost docket or that does
6 not use the Commission approved cost model. Eschelon questioned whether the Commission
7 should establish a process under which, if a charge is due and is not in the interconnection
8 agreement, Qwest must negotiate a rate, obtain commission approval for a rate, or at least reach
9 agreement on using the commission approved cost models and processes to calculate the rate
10 before charging the rate.

11 105. In its Report and Recommendation, Staff stated that the rates included in the SGAT
12 should reflect the Commission approved rates resulting from the latest wholesale pricing docket in
13 Arizona. These rates were most recently set in Docket No. T-00000A-00-0194. If the CLEC
14 interconnection agreement does not include rates for the work or service requested, then Qwest can
15 and should utilize SGAT rates, as these are approved Commission rates. However, even for rates
16 included in an interconnection agreement, many agreements provide that they shall be superceded
17 by any Commission approved rates in a generic costing docket. If Eschelon disputes whether
18 Qwest is applying any charge correctly, it has the right to raise the issue with the Commission.

19 106. In Eschelon's comments on Staff's Final Supplemental Workshop Report on
20 Checklist Items 1 and 2, Eschelon clarifies that it does not object to the application of Commission
21 approved rates. Eschelon states, however, that Qwest's SGAT contains many rates that have not
22 been approved by the Commission in a cost docket. Eschelon believes that for these instances, the
23 rate is interim and subject to true up once the Commission approves final rates. Eschelon also
24 states that when Qwest adds non-Commission approved rates to its SGAT, Qwest must provide
25 cost support for these proposed rates and incorporate this information into the SGAT.

26 107. Eschelon also states that Qwest recently has imposed construction charges on
27 CLECs for line conditioning. However, Eschelon states that no construction is required for line
28 conditioning and that the Commission has not approved this new charge. Eschelon requests that

1 the Commission require Qwest to suspend this policy of charging a construction charge for line
2 conditioning until it brings these changes to the Commission and obtains approval. On July 25,
3 2003, WorldCom, AT&T, and Covad filed reply comments on Staff's Final Supplemental
4 Workshop Report on Checklist Items 1 and 2. On July 28, 2003, MTI filed reply comments on
5 Staff's Final Supplemental Workshop Report on Checklist Items 1 and 2. Each of these CLECs
6 concur with Eschelon's comments on the newly implemented construction charge for line
7 conditioning. WorldCom recommends that the Commission withhold Section 271 approval until
8 the new construction charge process is eliminated or revised to be consistent with Commission
9 cost docket orders and Qwest's SGAT. MTI states that until Qwest eliminates the construction
10 charge on line conditioning, it is not in compliance with Checklist Item 4. In Qwest's reply
11 comments on Staff's Final Supplemental Workshop Report on Checklist Items 1 and 2, Qwest
12 states that it agrees with Eschelon that issues pertaining to construction charges for line
13 conditioning should be addressed. Qwest believes that Phase III of the cost docket is the
14 appropriate place to address this issue. Qwest also states that its construction policy should not be
15 suspended since it agrees to provide refunds to CLECs, if so ordered by the Commission.

16 108. To the extent unapproved rates are contained in Qwest's SGAT, Staff believes that
17 they would be considered interim and subject to true up once the Commission approves final rates.
18 However, Staff does not believe that there should be any rates in the SGAT that Qwest has not
19 separately filed with the Commission, along with cost support, for prior review and approval. To
20 allow Qwest to simply put rates into effect, without the agreement of the CLEC in a particular case
21 through a negotiated interconnection agreement, could be a great impediment to competition.

22 109. Staff agrees with Eschelon with respect to the recently imposed construction
23 charges on CLECs for line conditioning. Staff is extremely concerned that Qwest would
24 implement such a significant change through its CMP process without prior Commission approval.
25 As noted by AT&T, during the Section 271 proceeding, the issue of conditioning charges was a
26 contested issue. Language was painstakingly worked out in the Qwest SGAT dealing with the
27 issue of line conditioning which Qwest's new policy is at odds with. Staff recommends that Qwest
28 be ordered to immediately suspend its policy of assessing construction charges on CLECs for line

1 conditioning and reconditioning and immediately provide refunds to any CLECs relating to these
2 unauthorized charges. Qwest should reinstitute its prior policy on these issues as reflected in its
3 current SGAT. If Qwest desires to implement this change, then it should notify the Commission in
4 Phase III of the Cost Docket, but must obtain Commission approval of such a change prior to its
5 implementation. To the extent Qwest does not agree to these conditions, Staff recommends that
6 Qwest's compliance with Checklist Items 2 and 4 be reopened. We agree with Staff.

7 **Disputed Issue No. 12 – Collocation**

8 110. Eschelon raised several sub-issues related to collocation. Eschelon stated that
9 Qwest should demonstrate that its documented processes for ensuring that CLEC collocation
10 equipment is protected during construction activities have been tested and proven successful
11 before the Commission recommends Section 271 approval. Eschelon also stated that this approval
12 should be withheld until Qwest demonstrates that it obtains authorization to enter a CLEC's
13 collocation facilities before entering them. Qwest stated that it has fully distributed documentation
14 to its employees on proper collocation procedures.

15 111. In its Report, Staff agreed that this is a very serious issue. It appears from Qwest's
16 response that they take this issue seriously and have taken appropriate steps. Therefore, Staff
17 believes this issue is resolved going forward. We agree with Staff, however, that Eschelon notify
18 Staff if there is a reoccurrence of this problem.

19 112. Eschelon suggested that Qwest be required to provide CLEC collocation personnel
20 with Qwest's written processes and procedures for protecting CLEC collocation equipment during
21 construction and to incorporate those procedures on its wholesale website. Eschelon also
22 suggested that language be added to the SGAT to require Qwest to pay for clean up costs when
23 Qwest construction results in dust contamination to CLEC equipment. Qwest stated that it has
24 documented all processes for ensuring that CLEC collocation equipment is protected during
25 construction activities and has distributed this information to its managers. Qwest has also posted
26 this information on its wholesale website.

27 113. In response to this issue, Qwest advised that it has developed written processes and
28 procedures for protecting CLEC collocation equipment during construction. The enhancement of

1 these processes and procedures was the subject of CMP change request PC021502-1, the response
2 to which was approved in the CMP in April 2002. In the response to CR PC021502-1, a
3 commitment was made to update Qwest's Technical Publication ("Tech Pub") No. 77350 which is
4 referenced in the collocation section of the SGAT and the collocation section of the PCAT. The
5 update of Tech Pub 77350 related to approved change request PC021502-1 has been distributed
6 through the CMP and is available to CLECs on the wholesale website. Staff believes that this
7 response by Qwest satisfies Eschelon's request on this issue. Staff recommends that the SGAT be
8 changed to include language that provides for Qwest to pay for clean up costs when Qwest
9 construction results in dust contamination to CLEC equipment. This language also should be
10 reciprocal. In Qwest's comments on Staff's Final Supplemental Workshop Report on Checklist
11 Items 1 and 2, Qwest states that it agrees to modify the SGAT so that there are reciprocal
12 obligations on each party to pay for the cleaning necessary after construction activities. We agree
13 with Staff that this impasse issue is now closed.

14 114. Eschelon next requests that Qwest be required to provide CLECs final Alternative
15 Point of Termination ("APOT") information at least 15 days before a collocation ready for service
16 ("RFS") date so that CLECs are able to place orders early enough to enable them to use their
17 collocations on the RFS date. Eschelon proposed changes to the SGAT to address this issue.
18 AT&T stated that it does not oppose the change proposed by Eschelon. Qwest did not accept
19 Eschelon's recommendations on this issue. Qwest stated that it has a 90-day timeframe for
20 completing a collocation. Providing a CLEC with a final APOT 15 days prior to the RFS date
21 would mean that Qwest must give the CLEC collocation in a reduced time frame. Qwest agreed to
22 provide the preliminary APOT information to the CLEC 15 days prior to the ready for service
23 ("RFS") date.

24 115. Staff agrees with Qwest on this issue. Qwest has 90 days to complete the
25 collocation. Giving the CLEC final APOT information in effect reduces the Qwest interval by 15
26 days. The 90 day interval for providing collocation space is short and substantially improved from
27 original collocation provisioning intervals. Qwest states that it provides the preliminary APOT to
28

1 the CLECs as a courtesy. Staff does not agree that requiring a final APOT 15 days early is
2 justified at this time. We agree with Staff.

3 116. Eschelon next stated that Qwest should not be permitted to charge CLECs a
4 maximum price of \$345 for all collocation augment quote preparations. Eschelon also stated that
5 Qwest should not be permitted to charge CLECs the entire augment quote preparation fee of \$345
6 for the minor activity of terminating unused power. Qwest stated that the Quote Preparation Fee
7 of \$345 was agreed to in the Arizona cost docket (T-500000A-00-0194, Decision #64922).
8 Qwest stated that these issues are best addressed in a cost docket proceeding.

9 117. Staff agrees that the quote preparation fee should be cost based. The quote
10 preparation fee developed in the wholesale pricing docket was based upon information submitted
11 by Qwest on the time and effort involved in this endeavor. To the extent circumstances vary, and
12 less time is involved, the price should reflect the actual cost to Qwest. However, Staff agrees that
13 the appropriate proceeding for any party to raise this issue is Phase III of the Wholesale Pricing
14 Proceeding, Docket No. T-00000A-00-0194.

15 118. Eschelon also stated that Qwest should provide an objective and reasonable
16 definition of what constitutes a "material change" to a collocation order so that Qwest cannot
17 unilaterally delay a CLEC's collocation order when a minor, non-material change is requested by
18 a CLEC. Qwest stated that it would agree to define material change as those items listed on its
19 web site under "Major/Minor Material Changes." The collocation application should be complete
20 and accurate when it is received; however, Qwest is willing to accommodate changes. After
21 much discussion, additional SGAT language was agreed to in all states' 271 workshops. AT&T
22 agreed to the additional SGAT language. AT&T does not agree to allow Qwest to define
23 material change through a listing on its website since Qwest can change its website at any time.

24 119. In its Report, Staff agreed with AT&T on this issue. In the workshop on this issue,
25 the parties agreed to the language in the SGAT. Since Eschelon has not proposed alternate
26 language, Staff agrees that the SGAT should not be changed.

27 120. Eschelon next argued that Qwest should be required to demonstrate that it has a
28 process in place to provide CLECs with timely and accurate information informing them when a

1 collocation space becomes available at a Qwest premise prior to the Commission's approval of
2 Section 271. AT&T agreed that as space becomes available in a Qwest premise, it should be
3 made available to CLECs as soon as possible, especially when a queue has developed at that
4 particular location. AT&T stated that the SGAT does contain a process for informing CLECs of
5 collocation space, but it is unclear whether this process has been followed in the examples cited
6 by Eschelon. Qwest stated that there are several issues that may inhibit Qwest's ability to make
7 unused space available in a timely manner. Qwest stated that agreement was reached through the
8 CMP on processes for decommissioning collocation space and transfers of responsibility for
9 collocation space. Qwest also stated that it began posting a collocation available space inventory
10 on its website in September 2002.

11 121. In its Report, Staff stated that this issue has been adequately addressed in the CMP.
12 Qwest now posts available pre-provisioned collocation space on its website. With Qwest's
13 action, this issue now appears to be resolved.

14 122. The next issue raised by Eschelon relating to collocation, had to do with whether
15 Qwest should be required to charge CLECs the rates contained in the parties' interconnection
16 agreement for collocation space rather than SGAT rates. Qwest researched the specific issues
17 pertaining to Eschelon. The parties' interconnection agreement did not include some rate
18 elements associated with the cageless collocation. Therefore, Qwest provided a quote for this
19 cageless collocation based on the approved Arizona SGAT for those rate elements.

20 123. Staff believes that Qwest provides a satisfactory explanation on this issue. Rates in
21 the parties' interconnection agreements should be utilized. If there are no rates agreed to in an
22 interconnection agreement for certain services, then the SGAT, which contains Commission
23 approved rates, should be utilized.

24 124. Eschelon next stated that Qwest should be required to provide CLECs with
25 adjacent off-site collocation, a form of collocation offered by another ILEC, Southwestern Bell
26 Telephone ("SWBT"). Eschelon argued that the FCC requires Qwest to provide this collocation
27 if requested and technically feasible. Eschelon suggested changes to the SGAT language
28 regarding this issue. Qwest argued that there is no legal requirement or FCC rule that requires

1 Qwest to provide collocation in or on property owned by a third party. AT&T took no position on
2 Eschelon's proposal. However, if Eschelon is able to obtain this form of collocation, AT&T
3 stated that it should be available to other carriers.

4 125. In its June Report, Staff agreed with Qwest on this issue. Staff believes that Qwest
5 has met its obligations under FCC orders and rules on this issue. We agree with Staff.

6 126. Eschelon stated that Qwest should be required to permit CLECs to interconnect at
7 the Intermediate Combined Distribution Frame ("ICDF"). Qwest indicated that it has initiated a
8 CR through CMP to allow for termination of Local Interconnection Services ("LIS") at the ICDF.
9 If Qwest implements this change, Eschelon agrees that this issue will be resolved. AT&T agrees
10 that CLECs should be able to access interconnection at the Qwest ICDF. Qwest responded with
11 new language for the SGAT on this issue. Qwest stated that it expects its CR on this issue will be
12 presented during the August 2002 CMP meeting with the expectation of product availability by
13 September 2002.

14 127. Staff believes that this issue has been resolved through the CMP. With the change,
15 Qwest will allow the combination of finished services (i.e., LIS) with other elements at
16 Eschelon's ICDF Collocation. This issue is resolved

17 **Disputed Issue No. 13 – Interconnection**

18 128. Eschelon stated that Qwest should not be permitted to charge transit charges in
19 addition to access charges on intraLATA toll calls. Eschelon stated that the SGAT section
20 regarding this issue should be deleted. Qwest stated that it should be permitted to charge for
21 transit of Eschelon's local customers' intraLATA toll when Eschelon sends Qwest a call that
22 Qwest delivers to a non Feature Group D ("FGD") carrier network, and the dialed number is
23 intraLATA toll. If Eschelon sends Qwest a call that Qwest delivers to an FGD interexchange
24 carrier network, Qwest does not bill Eschelon a transit rate. Qwest agreed that it should not
25 charge for transit of Eschelon's local customer's intraLATA toll in addition to assessing access
26 charges on an interexchange carrier for jointly provided (meet-point-billed) intraLATA toll calls.
27 AT&T stated that the issue raised by Eschelon and its proposal need to be more fully developed
28 and understood before changes are made to the SGAT.

1 Qwest stated it would provide CLECs information that will contain a root cause analysis of the
2 network failure.

3 135. In its Report, Staff believes the description furnished by Qwest summarizing its
4 processes for handling and reporting network outages is adequate. The process offered by Qwest
5 to provide outage information for CLECs to provide their customers should also satisfy Eschelon's
6 concern. Qwest will provide information that will contain a root cause analysis of the network
7 failure. This can be used to explain to a customer the cause of the network problems they
8 experienced. The information is provided without a confidential footer and can therefore be
9 shared with customers.

10 136. In Eschelon's reply comments on Staff's Final Supplemental Workshop Report on
11 Checklist Items 1 and 2, Eschelon states that Staff's recommendations should be fully
12 implemented before the Commission grants Section 271 approval.

13 137. Staff disagrees with Eschelon that all of Staff's recommendations contained in its
14 Report need to be fully implemented prior to Section 271 approval.

15 138. With Staff's recommendations as to the resolution of all Checklist Item impasse
16 issues as described above, Staff believes that all outstanding Checklist Item issues raised in the
17 Supplemental Workshop have now been resolved. Qwest should be required to provide evidence
18 that it has implemented Staff's recommendations. This evidence and the effectiveness of the
19 recommendations will be reviewed at the first six-month PAP review.

20 139. Based upon the proceedings and record herein, and Qwest's agreement to
21 implement the recommendations set forth above, Staff recommends that the Commission find that
22 Qwest is in compliance with applicable Section 271 Checklist requirements.

23 CONCLUSIONS OF LAW

24 1. Qwest is a public service corporation within the meaning of Article XV of the
25 Arizona Constitution and A.R.S. Sections 40-281 and 40-282 and the Arizona Corporation
26 Commission has jurisdiction over Qwest.

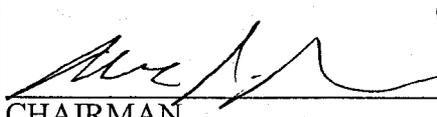
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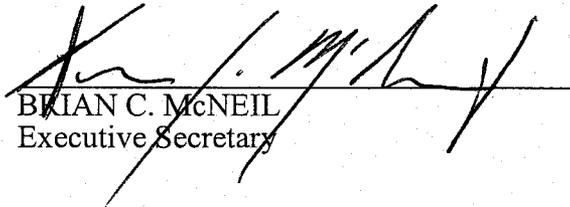
1 IT IS FURTHER ORDERED that Qwest shall immediately begin to implement the
2 recommendations contained in the Final Supplemental Report on Checklist Issues, attached hereto
3 as Exhibit B, as modified herein.

4 IT IS FURTHER ORDERED that this Decision shall become effective immediately.

5 BY ORDER OF THE ARIZONA CORPORATION COMMISSION

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7   
8 CHAIRMAN COMMISSIONER COMMISSIONER
9  
10 COMMISSIONER COMMISSIONER

11 IN WITNESS WHEREOF, I, BRIAN C. McNEIL,
12 Executive Secretary of the Arizona Corporation
13 Commission, have hereunto, set my hand and caused the
14 official seal of this Commission to be affixed at the Capitol,
15 in the City of Phoenix, this 16th day of September, 2003.

16 
17 BRIAN C. McNEIL
18 Executive Secretary

19 DISSENT: _____

20 DISSENT: _____

21 EGJ:MGK:MAS

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