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BEFORE THE ARIZONA CORPORATION COMMISSION

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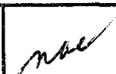
Arizona Corporation Commission

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AZ CORP COMMISSION
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IN THE MATTER OF QWEST
CORPORATION'S COMPLIANCE WITH
§ 271 OF THE
TELECOMMUNICATIONS ACT OF
1996.

DOCKET NO. T-00000B-97-0238

**QWEST CORPORATION'S COMMENTS TO THE STAFF'S PROPOSED
FINDINGS REGARDING CHECKLIST ITEM 11**

On September 27, 2001, Qwest submitted supplemental comments on local number portability (LNP) pursuant to Staff's request for additional material. Qwest's supplemental comments set forth additional information as requested; however, it also described how and why Qwest disagrees with Staff's recommended resolution of both LNP issues. Qwest will not restate all of the reasons why Qwest disagrees with Staff's recommended resolutions, but incorporates its September 27 supplemental comments in their entirety. In these comments, Qwest will simply assert its disagreement with proposed SGAT language intended to implement the proposed resolutions to which Qwest has already expressed disagreement.

LNP ISSUE 1: SHOULD QWEST BE REQUIRED TO IMPLEMENT A MECHANIZED PROCESS TO PROTECT AGAINST CLEC'S FAILURE TO CONTACT QWEST ABOUT A CHANGED FRAME DUE TIME.

In its Report Staff stated its belief "that Qwest should work on making available to CLECs a mechanized process to confirm that the port has occurred before

disconnection takes place.” Report at ¶94. It would appear that in order to implement this proposal, Staff recommended the following proposed SGAT language:

10.2.2.4 Qwest will coordinate LNP with Unbundled Loop cutovers in a reasonable amount of time and with minimum service disruption, pursuant to Unbundled Loop provisions identified in Section 9 of this Agreement. CLEC will coordinate with Qwest for the transfer of the Qwest Unbundled Loop coincident with the transfer of the customer’s telephone service to Qwest in a reasonable amount of time and with minimum service disruption. *Qwest will ensure that the end user’s loop will not be disconnected prior to confirmation that the CLEC loop, either CLEC-provided or Unbundled Loop, has been successfully installed.*

Report at ¶95 (emphasis supplied). Qwest vehemently disagrees with Staff’s conclusion, and hence its proposed SGAT language for a number of reasons. Those reasons are described in detail in its September 27 Supplemental Comments.

In addition, however, Qwest disagrees with Staff’s proposed SGAT language because it demands more of Qwest than the performance metric (OP-17) negotiated and agreed to by all parties to the Arizona TAG. That PID states Qwest meets its performance obligations if it allows 1.75% of ported numbers to be disconnected despite the fact that CLEC provided notice of a changed frame due time on or before 8:00pm on the *day of* the scheduled port. In its Supplemental Comments, Qwest described that it had created a mechanized process that prevents disconnection when Qwest receives notice of a change from CLEC on or before 8:00pm the *day after* the scheduled port – 24 hours later than the PID requires. Qwest also put forth data showing Qwest's mechanized process works and works well.

Thus, to the extent Staff requires an SGAT change, it should mirror the requirements of the negotiated PID. This is exactly what the 7-State Facilitator and the

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Thus, to the extent Staff requires an SGAT change, it should mirror the requirements of the negotiated PID. This is exactly what the 7-State Facilitator and the

Colorado draft order required. Specifically, Qwest would agree to add the following language to either or both SGAT §§10.2.5.3.1 or 10.2.2.4:

“If CLEC requests Qwest to do so by 8:00 p.m. Qwest will assure that the Qwest lop is not disconnected on that day.”

Nothing more should be required. Nothing more has been required by any of the other 11 state commissions that have evaluated this very issue to date.

ISSUE 2: SHOULD QWEST BE REQUIRED TO INCLUDE ADDITIONAL PROCESS INFORMATION ABOUT FOCs IN ITS SGAT.

Qwest described in detail why it disagrees with the Staff’s proposed resolution of this issue as well. The Report recommends inclusion of the following SGAT language:

Qwest shall assure that business processes are in place to ensure that: (i) CLEC LNP LSRs are rejected only for reasons previously specified by Qwest as proper reasons for rejection and (ii) FOCs for CLEC LNP orders are not rescinded, without the prior knowledge and agreement of the CLEC.

In its Supplemental Comments, Qwest expressed concern because, *inter alia*, the “issue is being addressed in the OSS test, and there are several Incident Work Orders (“IWO”) now outstanding evidencing problems with Qwest’s FOC policies.” Report at ¶99. As the Staff correctly recognized, this issue is currently the subject of two separate IWOs; therefore, this issue will resolve itself during the ongoing OSS test. Qwest firmly believes that this is the appropriate forum to address this concern. The workshop process is not the appropriate forum to decide the propriety of service order processing issues.”

Qwest has attempted mightily throughout the workshops to keep detailed process flow information out of the SGAT so processes can be changed and improved, as necessary, through the CMP process. To achieve this end on a very similar issue in the OSS/General Terms workshop, the following SGAT language was negotiated:

12.1.1 Qwest has developed and shall continue to provide Operational Support Systems (OSS) interfaces using electronic gateways. These gateways act as a mediation or control point between CLEC's and Qwest's OSS. These gateways provide security for the interfaces, protecting the integrity of the Qwest OSS and databases. Qwest's OSS interfaces have been developed to support Pre-ordering, Ordering and Provisioning, Maintenance and Repair and Billing. This section describes the interfaces that Qwest has developed and shall provide to CLEC. Additional technical information and details shall be provided by Qwest in training sessions and documentation, such as the "Interconnect Mediated Access User's Guide." Qwest will continue to make improvements to the electronic interfaces as technology evolves, providing notification to CLEC consistent with the provisions of this Section.

12.1.2 Through its electronic gateways, Qwest shall provide CLEC non-discriminatory access to Qwest's OSS for Pre-ordering, Ordering and Provisioning, Maintenance and Repair, and Billing for resale and Unbundled Network Elements. For those functions with a retail analogue, such as pre-ordering and ordering and provisioning of resold services, Qwest shall provide CLEC access to its OSS in substantially the same time and manner as it provides to itself. For those functions with no retail analogue, such as pre-ordering and ordering and provisioning of unbundled elements, Qwest shall provide CLEC access to Qwest's OSS sufficient to allow an efficient competitor a meaningful opportunity to compete. Qwest shall deploy the necessary systems and personnel to provide sufficient access to each of the necessary OSS functions. Qwest shall provide assistance for CLEC to understand how to implement and use all of the available OSS functions. Qwest shall provide CLEC sufficient electronic and manual interfaces to allow CLEC equivalent access to all of the necessary OSS functions. Qwest shall disclose to CLEC any internal business rules and other formatting information necessary to ensure that CLEC's requests and orders are processed efficiently. Qwest shall provide OSS designed to accommodate both current demand and reasonably foreseeable demand.

12.2.6 Change Management

Qwest and CLEC shall participate in discussions of OSS development in the Qwest Co-Provider Industry Change Management Process (CICMP), as set forth in Exhibit G. The CICMP shall: (i) provide a forum for CLEC and Qwest

to discuss change requests (CR), release notifications (RN), systems release life cycles, and communications; (ii) provide a forum for CLECs as an industry to discuss and prioritize their CRs; (iii) develop a mechanism to track and monitor CLEC CRs and Qwest RNs; and (iv) establish communication intervals where appropriate in the process. After following the process set forth in Exhibit G, CLEC and Qwest may escalate issues pursuant to the CICMP escalation process set forth in Exhibit H. Escalations subject to the process of Exhibit H include issues related to the CICMP process itself, including the processes set forth in Exhibit G. Qwest will inform CLECs through the CICMP of all planned changes to Qwest software, local interconnection products, business processes and technical publications, including additions, deletions, or changes which affect any document or information CLEC receives from Qwest or any document or information Qwest sends CLEC to allow CLEC to transact business. Qwest will seek CLEC input on the planned changes and will report such consideration in a timely manner.

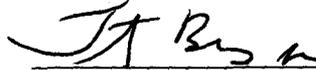
Qwest believes this SGAT language resolves Cox's concern and should be deemed adequate by Staff.

CONCLUSION

Qwest's performance around number portability is outstanding. The data under the current ROC PIDs (www.qwest.com/wholesale/results/index.html, OP-8) make this plain. The data provided in Qwest's September 27, 2001 Supplemental Comments show that concerns raised by CLECs are without merit. The Staff should promptly find Qwest in compliance with Checklist Item 11 and, in the process, should adopt Qwest's proposed SGAT language.

Respectfully submitted this 4th day of October, 2001.

Respectfully submitted,



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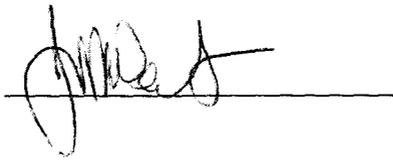
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A handwritten signature in black ink, appearing to read "Richard Sampson", is written over a horizontal line.

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