

ORIGINAL

DOCKET NO. T-01



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BEFORE THE ARIZONA CORPORATION COMMISSION

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AZ CORP COMMISSION  
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Arizona Corporation Commission  
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8 IN THE MATTER OF QWEST CORPORATION'S ) DOCKET NO. T-01051B-06-0175  
APPLICATION FOR ARBITRATION ) DOCKET NO. T-02556A-06-0175  
9 PROCEDURE AND APPROVAL OF ) DOCKET NO. T-03693A-06-0175  
INTERCONNECTION AGREEMENTS WITH )  
10 AZCOM PAGING, INC., HANDY PAGE, )  
GLEN CANYON COMMUNICATIONS INC., )  
11 AND TELE-PAGE, INC., AND PURSUANT TO )  
SECTION 252(B) OF THE COMMUNICATIONS ) INTERSTATE WIRELESS, INC D/b/a HANDY  
12 ACT OF 1932, AS AMENDED BY THE ) PAGE'S FIRST SET OF DATA REQUESTS TO  
TELECOMMUNICATIONS ACT OF 1996, AND ) QWEST CORPORATION  
13 THE APPLICABLE STATE LAWS.

14  
15 Interstate Wireless, Inc. D/b/a Handy Page ("HP") hereby serves this  
16 First Set of Data Requests on Qwest Corporation ("Qwest").

DEFINITIONS

17  
18 As used herein, the following terms have the meaning as set forth below:

19  
20 1. "List," "describe," "detail," "explain," "specify," or "state" shall  
21 mean to set forth fully, in detail, and unambiguously each and every fact of  
22 which you, your company or your agents or representatives have knowledge  
23 which is relevant to the answer called for by the request.

24 2. The terms "document," "documents," or "documentation" as used  
25 herein shall include, without limitation, any writings and documentary  
26 material of any kind whatsoever, both originals and copies (regardless of  
27 origin and whether or not including additional writing thereon or attached  
28 thereto), and any and all drafts, preliminary versions, alterations,

INTERSTATE WIRELESS, INC. D/b/a HANDY PAGE'S  
FIRST SET OF DATA REQUESTS TO QWEST CORPORATION

1 medications, revisions, changes, and written comments of and concerning such  
2 material, including, but not limited to: correspondence, letters, memoranda,  
3 internal communications, notes, reports, studies, surveys, books, manuals,  
4 work papers, and other written records or recordings, in whatever form,  
5 stored or contained in or on whatever medium including computerized or  
6 digital memory or magnetic media that:

7 (a) are now or were formerly in your possession, custody or control; or

8 (b) are known or believed to be responsive to these requests.

9 3. The terms "identify" and "identity" when used with respect to any  
10 entity means to state the entity's full name and address of its principal  
11 place of business.

12 4. The term "identify" with respect to a document means to state the  
13 name or title of the document, the type of document (e.g., letter,  
14 memorandum, telegram, computer input or output, chart, etc.), it's date, the  
15 person(s) who authored it, the person(s) who signed it, the person(s) to whom  
16 it was addressed, the person(s) to whom it was sent, its general subject  
17 matter, its present location, and its present custodian.

18 5. The terms "relates to" or "relating to" mean referring to,  
19 concerning, responding to, containing, regarding, discussing, reflecting,  
20 analyzing, constituting, disclosing, embodying, defining, stating,  
21 explaining, summarizing, or in any way pertaining to.

22 6. The term "including" means "including, but not limited to."

23 7. The term "Interconnection Agreement," "I/C," or "Agreement" means  
24 the Qwest TYPE 1 and TYPE 2 PAGING CONNECTION SERVICE AGREEMENT (template),  
25 or any other agreement that defines "Interconnection" between Two carriers.

26  
27 **INSTRUCTIONS**

28  
INTERSTATE WIRELESS, INC. D/b/a HANDY PAGE'S  
FIRST SET OF DATA REQUESTS TO QWEST CORPORATION



1  
2 **HP question 1-004:** Can Paging Type 2A connections be made with Qwest  
3 without an interconnection agreement?  
4

5 **HP question 1-005:** Why is Qwest currently billing Handy Page for any Type  
6 2A "facilities costs" when Section 5.1 of the Qwest Paging Connection  
7 Agreement template states: "Upon Commission approval of this Agreement, Qwest  
8 shall provide these trunks to itself within the local calling area, without  
9 charge to the Paging Provider except as defined in Section 4.3 and 4.4"?  
10 (note that these section references should be corrected to Section 5.3 and  
11 5.4 as per the June 14, 2006 revisions to the template)  
12

13 **HP question 1-006:** Noting the TSR decision (*TSR Wireless Order, FCC 00-194,*  
14 *Released June 21, 2000*) please document what steps Qwest has taken to change,  
15 modify, or amend its interconnection agreements and tariffs to comply with  
16 the decision?  
17

18 **HP question 1-007:** What is the legal basis for Qwest requiring in its  
19 interconnection agreement template that Paging Carriers pay for "dedicated  
20 transport" from the Qwest Serving Wire Center to the Paging POI in Section  
21 6.3.2, 6.4.2, and 6.5.5?  
22

23 **HP question 1-008:** Why are Paging Carriers billed recurring monthly fees  
24 for "dedicated transport mileage" (XU2T1) for "each DS0 trunk" on the DS1  
25 facility, whereas so-called Wireless Carriers are *only* billed "dedicated  
26 transport mileage" (XU2T2) for the DS1 circuit itself, and not on each trunk  
27 in service?  
28

1 **HP question 1-009:** Why does Qwest have different termination compensation  
2 formulas and rates as between Wireless carriers, CLEC's, and Paging  
3 Providers?  
4

5 **HP question 1-010:** Is Qwest receiving "call termination costs" or "tandem  
6 transit fees" or any other such fees of a similar nature from third party  
7 carriers which deliver the Qwest stated "third party traffic" that is being  
8 sent to Handy Page over the Type 2A facilities?  
9

10 **HP question 1-011:** If Qwest is billing "facilities" at 21.1% for "third  
11 party" traffic, why is Qwest not providing the "third party" call data to  
12 Handy Page, so that Handy Page may in-turn bill and recoup from those "third  
13 parties" Handy Page's "facilities" costs?  
14

15 **HP question 1-012:** Please explain in detail, including the types of traffic  
16 (CLEC, Cellular, one-way paging, etc...) measured and the method and  
17 methodology used, how Qwest determined that 21.1% of the paging call traffic  
18 delivered to Handy Page originates from carriers other than Qwest in Arizona?  
19

20 **HP question 1-013:** Has Qwest's determination of the amount of transit  
21 traffic delivered to Handy Page included any consideration of the unique  
22 characteristics of one-way paging traffic, such as originations from  
23 factories, public safety, hospitals, government agencies, and other bulk  
24 users that make calls from essentially one location, which would mean that  
25 there would be zero transit traffic to many paging numbers?  
26

27 **HP question 1-014:** Does Qwest provide itself with "call data", detailing the  
28 "called number", "calling number (ANI)", "time of call", and "length of call"

1 on the SS-7/CSS signaling between all of its Central End Office Switches and  
2 its Tandem Switches within a LATA?

3  
4 **HP question 1-015:** Why can't Qwest provide "call data" to Handy Page on all  
5 call traffic that is sent to the network facilities of Handy Page by Qwest?

6  
7 **HP question 1-016:** What types of businesses or carriers are eligible to  
8 obtain Wide Area Calling from Qwest? What are the requirements for  
9 eligibility to obtain WAC service, and please explain the need for such  
10 requirements?

11  
12 **HP question 1-017:** Does Qwest believe "Wide Area Calling" is a "wholesale"  
13 type of service or a "retail" type of service when provided to a CMRS  
14 carrier?

15  
16 **HP question 1-018:** Is it possible for Qwest to provide Wide Area Calling  
17 services to a carrier without Type 2A facilities connecting them?

18  
19 **HP question 1-019:** Can Wide Area Calling be provided without an ACC approved  
20 Interconnection Agreement? If the answer is "Yes", please explain the  
21 circumstances under which this can occur. If the answer is "No", please  
22 explain the reasons why WAC service is not available without an ACC approved  
23 Interconnection Agreement.

24  
25 **HP question 1-020:** Since Wide Area Calling traffic is processed into both  
26 "local" and "toll" Tandem connections using the "Type 2A Paging facilities",  
27 which are covered under the Paging Connection Service Agreement, why isn't  
28 WAC traffic included in the list of Traffic types in Section 6.2.1 of the

1 Paging Connection Service Agreement, since all WAC traffic is INTRA-LATA and  
2 INTRA-MTA and therefore "LOCAL" traffic under the FCC'S rules (FCC 51.701 and  
3 51.703(b)(2)) and the definitions in the Qwest proposed agreement?  
4 (EAS/Local, defined as "MTA/Local means the geographic area defined by the  
5 MTA with which the Paging Provider provides CMRS services.)

6  
7 **HP question 1-021:** Assuming Handy Page's "service area" (MTA) covers only  
8 the IntraLATA service area of Qwest, is the CMRS TERMINATED, LAND-TO-MOBILE  
9 traffic delivered within that area defined as "local" or "non-local" per the  
10 Qwest Paging Connection Service Agreement?

11  
12 **HP question 1-022:** If the CMRS traffic in DR 1-021 above is defined as  
13 "local", according to FCC rules, how can this CMRS traffic then be subject to  
14 an "IntraLATA Toll" charge?

15  
16 **HP question 1-023:** If Wide Area Calling does process traffic as defined  
17 under Section 6.2, would that traffic also then be subject to Section 8 of  
18 the Paging Connection Service Agreement? If the Qwest answer is "No", please  
19 explain why the traffic is not subject to Section 8.

20  
21 **HP question 1-024:** Please provide a list of the Qwest Tandem Switching  
22 offices in Arizona, with CLLI codes, what their uses are, what areas they  
23 cover in Arizona, and what Central Office Switches are "homed" to them  
24 by CLLI code and name.

25  
26 **HP question 1-025:** Assume for this question that a Paging Carrier NXX code  
27 used for WAC is provisioned in more than one rate center by Qwest, after the  
28 Paging Carrier is assigned the NXX from NANPA. What extra costs would Qwest

1 incur in provisioning one NXX code in multiple rate centers as described  
2 above, as opposed to provisioning separate NXX codes in multiple rate  
3 centers? In other words, is there an additional cost to provision a WAC NXX  
4 code versus a standard billed NXX code in a given rate center? If the answer  
5 is "Yes", please detail the costs.

6  
7 **HP question 1-026:** On what basis does Qwest determine the cost it charges  
8 for the Wide Area Calling "Service Establishment" (VOVWA) fee?

9  
10 **HP question 1-027:** What is the legal basis and justification for Qwest  
11 requiring the "Service Establishment" (VOVWA) fee for *programming and routing*  
12 the Wide Area Calling, given that the Qwest Paging Connection Service  
13 Agreement in Section 11.1.4 states that, "It shall be the responsibility of  
14 each Party to program and update its own network systems pursuant to the  
15 Local Exchange Routing Guide (LERG) to recognize and route traffic to the  
16 other Party's assigned NXX codes. Neither Party shall impose any fees or  
17 charges whatsoever on the other Party for such activities. The Parties will  
18 cooperate to establish procedures to ensure the timely activation of NXX  
19 assignments in their respective networks."?

20  
21 **HP question 1-028:** Under Wide Area Calling, is a call from a Qwest end user,  
22 within a LATA (IntraLATA), delivered to Handy Page, considered "access" or  
23 "non-access" switched traffic?

24  
25 **HP question 1-029:** If the Answer to question DR 1-028 above is "non-access"  
26 traffic, does Qwest believe that this traffic is subject to "termination  
27 compensation" by Handy Page? If not, why?

1 **HP question 1-030:** Does Qwest believe that Handy Page should compensate  
2 Qwest for "IntraLATA Toll traffic" delivered to Handy Page under Wide Area  
3 Calling?  
4

5 **HP question 1-031:** Does Qwest believe that compensation obligations for non-  
6 access traffic exchanged between Qwest and Handy Page should be "negotiated"  
7 agreements per the T-Mobile decision (*T-Mobile, etc. Petition for Declaratory*  
8 *Ruling FCC 05-42, released February 24, 2005*)? Please explain why or why  
9 not?  
10

11 **HP question 1-032:** What costs does Qwest incur for billing an INTER-MTA,  
12 INTRAlata telephone call to a "Qwest End User" as compared to "reverse  
13 billing" Handy Page for the same call?  
14

15 **HP question 1-033:** Noting the TSR decision, (*TSR Wireless Order, FCC 00-194,*  
16 *Released June 21, 2000*), why is Qwest still billing Handy Page a "usage  
17 charge" and "facility charges" for "local calls" that are delivered over the  
18 WAC and Type 2A facility?  
19

20 **HP question 1-034:** In Wide Area Calling, explain the structuring of the WAC1  
21 and WAC2 rates for "Local Switching" and "Local Transport" based on Qwest's  
22 costs of providing such a service?

23 **HP question 1-035:** Does Qwest charge Handy Page for Wide Area Calling MOU  
24 (Minutes of Use) charges for calls that come from IXC's, or Third Party  
25 transit?  
26

27 **HP question 1-036:** Please provide a list of carriers, including any Qwest  
28 Entities (such as Qwest PCS), that have used Wide Area Calling within the

1 last 5 years, in the State of Arizona? Please also provide the MOU rates  
 2 that these carriers were charged for the WAC service.

3  
 4 **HP question 1-037:** If Wide Area Calling service was eliminated by Qwest, and  
 5 Qwest had to provide Handy Page with Type 1 Paging trunks, per the TSR  
 6 decision (*TSR Wireless Order, FCC 00-194, Released June 21, 2000*), to cover  
 7 the same geographic "Local Calling Areas" as the original WAC had covered,  
 8 using the requirements of the "facilities" listed below, what costs would  
 9 Qwest incur **each month on itself** in providing these facilities to Handy Page?

10 reference is LATA 666, from Handy Page switch (TEMPAZLNCM0) to:

11	Phoenix tandem **(PHXAZMA04T)	- 6 trunks, 5000* numbers
12	Wickenburg (WCBGAZMARS1)	- 2 trunks, 1000 numbers
13	Payson (PYSNAZMADS0)	- 2 trunks, 1000 numbers
14	Prescott tandem **(PRSCAZMA46T)	- 3 trunks, 1000* numbers
15	Cottonwood tandem **(CTWDAZMA00T)	- 3 trunks, 1000* numbers
16	Flagstaff tandem **(FLGSAZEA00T)	- 3 trunks, 2000* numbers
17	Winslow (WNSLAZMADS1)	- 2 trunks, 1000 numbers
18	Casa Grande (CSGRAZMADS0)	- 2 trunks, 1000 numbers
19	Yuma **(YUMAAZMA01T)	- 3 trunks, 2000* numbers
20	Page (PAGEAZMADS0)	- 1 trunk, 1000 numbers
21	Superior (SPRRAZMARS1)	- 1 trunk, 1000 numbers
22	Gila Bend (GLBNAZMARS1)	- 1 trunk, 1000 numbers

23 1,000 numbers is the minimum numbers that are allocated by NANPA for CMRS  
 24 carriers in areas that have Mandatory "Number Sharing".

25 \* In areas where connection to a Tandem switch is involved, NANPA may only  
 26 authorize the minimum use of an entire NXX (10,000 numbers) code for Paging  
 27 use.

1       \*\* Connection to a "Local Calling Area" Tandem Switch may require Type 2A  
2 Interconnection facilities instead of Type 1 facilities.

3  
4       **HP question 1-038:** Regarding Wide Area Calling service, please explain when  
5 the "Coin Call charge" (MA5CX) should actually be billed to Handy Page, and  
6 Qwest's cost basis for determining this charge?

7  
8       **HP question 1-039:** On a Coin telephone (PAL, or Payphone) connected to  
9 Qwest service, when the caller deposits the correct "coin drop" fee for local  
10 service and a 7 digit, "local" number is dialed, does Qwest owe the Coin  
11 Telephone Provider any compensation for the "local" call? Does Qwest  
12 collect any fee or usage charge, in any way, relating to the coin call?

13  
14       **HP question 1-040:** On a Coin telephone connected to Qwest service, does  
15 Qwest obtain "call data" from the Coin telephone or from the Coin telephone  
16 provider on each call?

17  
18       **HP question 1-041:** On Qwest "Monthly" billings to Handy Page, Qwest **only**  
19 provides a "total sum" of Minutes of Use (MOU) for "local switching" and  
20 "local transport" to Handy Page, without such billing being broken down  
21 further with call information such as, "what number was called", "what number  
22 the call originated from (ANI)", "location of call origination", and "minutes  
23 of call use". Please explain why Qwest can not or will not furnish Handy  
24 Page with such "call data"?

25  
26       **HP question 1-042:** After Handy Page had informed Qwest that the WAC2 option  
27 (billing of both local and toll calls) was not "legal" due to the TSR  
28 decision (*TSR Wireless Order, FCC 00-194, Released June 21, 2000*) regarding

1 billing for "local" calls, Qwest changed the Handy Page WAC billing to the  
2 WAC1 option (billing of toll calls only). Please state why Qwest is **still**  
3 billing Handy Page for "local" calls, and is now billing those calls at the  
4 higher WAC1 MOU rates?

5  
6 **HP question 1-043:** Assume a WAC NXX is provisioned in a "Local Exchange  
7 Area" that is not in the same "Local Exchange Area" as the Paging carrier's  
8 Point of Interconnection (POI) with Qwest. If a Qwest End-user dialing a WAC  
9 number is "presubscribed" to an IntraLATA carrier **other** than Qwest, how is  
10 Qwest authorized, under FCC and Arizona telecommunications rules, to process  
11 and transport an IntraLATA "TOLL" call as a "toll equivalent" WAC call and  
12 bill the Paging carrier this "toll equivalent" charge?

13  
14 **HP question 1-044:** Considering that WAC numbers are provisioned as 7-digit  
15 dialing, rather than 1+ 10-digit dialing, does Qwest consider WAC a "toll"  
16 service or an "FX" service?

17  
18 DATED this 10<sup>th</sup> day of August, 2006.

19  
20 Interstate Wireless, Inc.

21 D/b/a Handy Page

22  
23 By:   
\_\_\_\_\_

24 Wayne Markis, President

25  
26  
27  
28  
INTERSTATE WIRELESS, INC. D/b/a HANDY PAGE'S  
FIRST SET OF DATA REQUESTS TO QWEST CORPORATION

1 ORIGINAL and 13 copies hand-delivered  
2 For filing this 10<sup>th</sup> day of August, 2006 to:

3 Docket Control  
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7  
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