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BEFORE THE ARIZONA CORPORATION COMMISSION

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Arizona Corporation Commission

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

DOCKET NO. T-00000A-97-0238

**QWEST'S NOTICE OF FILING
LATE-FILED EXHIBIT FOR ESCHELON WORKSHOP**

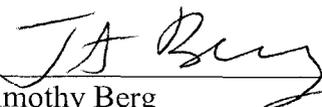
Qwest Corporation ("Qwest") hereby provides the attached Exhibit H as a late-filed exhibit relating to the Eschelon workshop held July 30 and 31, 2002. Exhibit H contains supplemental information relating to the information contained in Qwest's late-filed Exhibit A.

RESPECTFULLY SUBMITTED this 12th day of November, 2002.

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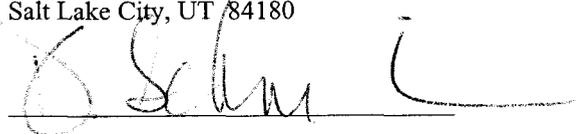
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Qwest is submitting this document to address Eschelon's additional questions arising from Qwest's responses to workshop action items submitted on August 8, 2002. The information provided below explains terms, provides process descriptions, or provides more detail or updates on selected responses.

1. SERVICE AFFECTING PERFORMANCE AND REPORTING

- **Are proposed PO-20 and the augment to OP-5 adequate to capture the issues Eschelon has raised?**

PO-20 and what is referred to above as "the augment to OP-5", which Qwest is reporting on the page following PO-20 results in its monthly reports (beginning with July 2002 results) do capture the issues Eschelon has raised. The aspects of order accuracy that PO-20 and OP-5 do not cover is whether all the services/features ordered on the LSR were correctly transferred to the Qwest service order. This is precisely what the additional data following PO-20 in Qwest's reports provides. By capturing calls from CLECs to Qwest's ISC reporting discrepancies with what was ordered versus what was installed, this additional data covers the remaining Eschelon issues on the subject of order accuracy.

- **Are the Qwest PIDs adequately capturing troubles that are reported through Qwest's documented processes when those processes allow action other than opening a trouble ticket with the repair desk?**

Yes, Qwest's PIDs do appropriately capture troubles that are reported through Qwest's documented process when those processes allow action other than opening a trouble ticket with the repair desk.

Specifically, the allowable action other than opening a trouble ticket with the repair desk involves situations that must be resolved through the issuance of a

service order. In these circumstances, the ISC is contacted, a determination is made that either Qwest incorrectly issued the original service order or the CLEC incorrectly issued the LSR (e.g., omitting a desired feature) and the problem is addressed through the creation of another order. Where Qwest's processing of the original request is the cause, the call center ticket is flagged as an LSR/SO mismatch and the results are reflected in the supplemental reporting (Order Accuracy via Call Center) Qwest undertook beginning with July 2002 results. Also, for LNP-related disconnects, OP-17 and MR-11 capture troubles reported both through the ISC and through the repair centers, for the performance aspects those PIDs are supposed to measure (i.e., related to "timely" and "untimely" CLEC requests for due date changes).

Accordingly, both provisioning related and order related types of troubles reported to Qwest in accordance with current published processes are captured and reported in Qwest's monthly performance results.

- **Should the form and content of any long-term PID administration plan be developed, so that a forum is available when needed, before 271 approval is recommended?**

There is no legal requirement or justification for withholding section 271 approval until the long term PID administration forum has been established. There is also no need for such a delay. The ACC has approved the QPAP on July 26, 2002, per Order #64888 dated June 5, 2002, which includes provisions for a six month review at which issues can be addressed. Moreover, the ACC has expressed an interest in joining the long term PID administration forum currently being discussed by the other 13 states in Qwest's local service region. The first meeting of that group occurred October 3, 2002. Thus, Eschelon

has provided no legal or practical reason for the ACC to delay its section 271 recommendation for approval

- **Should Qwest's reporting of UNE-E/UNE-M/UNE-Star lines be separated from its reporting of UNE-P to reflect differences in ordering, provisioning, and billing?**

Qwest addressed this issue in its ROC I filing with the FCC.

Qwest Properly Categorized Eschelon's UNE-Star Lines As UNE-P
Eschelon asserts that "Qwest is already reporting Eschelon's UNE-E/UNE-Star lines as UNE-P lines" in Qwest's performance results. Eschelon Comments at 28. They further contend that Qwest failed to provide the requisite notice for this change, which occurred "in approximately November of 2001."¹

"UNE-Star" is an informal name given to various forms of UNE-P combinations offered to CLECs. The product title, "UNE-Star," does not appear in the PIDs or product catalogs. UNE-Star refers to services offered on a UNE-combination or UNE- platform basis that include business POTS-type, Centrex-type, and Centrex 21-type services.²

Performance measurement reporting changes are not within scope of CMP and are not governed by CMP guidelines requiring advance notification. Nonetheless, Qwest documents changes in performance results reports in a monthly "Summary of Notes" published shortly after each month's performance results are posted on Qwest's external website. See www.qwest.com/wholesale/results/roc.html. Qwest notified CLECs of the change in results reporting from business lines to UNE-P in the Summary of Notes published with October 2001 results. Williams Reply Decl. ¶¶ 76-78.³

- **Should the Commission recommend 271 approval for Qwest before the end-user customer's experience improves and that improvement is documented and verified?**

Qwest has demonstrated through this three-year process that it provides excellent service to CLECs. Qwest consistently meets the benchmarks and parity standards set for the PIDs. In addition, the ACC's OSS test was specifically designed to

¹ Reply Declaration of Michael G. Williams at ¶ 74.

examine a CLEC's ability to provide service to its end-user customers through a variety of test methodologies. Portions of the test directly examined the end-user customer's experience. The results of that test confirmed that CLECs are able to provide local service to their end-users in Qwest's region at a level that meets or exceeds the section 271 requirements. Given that Qwest has met the section 271 requirements, there is no justification to require Qwest to exceed them.

Eschelon's baseless request should be rejected.

2. UNANNOUNCED CLEC-AFFECTING SYSTEM CHANGES

- **Despite assurances from Qwest that problems have been corrected, this problem has occurred again since the July workshop. When submitting a change order on a CTX21 account, IMA suddenly began to require a directory listings form in error. Previously, such orders could be completed without completing a directory listings form, and Eschelon received no notice that the process would change.**

Contrary to Eschelon's assertion no change has been made to that process, the directory listing form has been a requirement for UNE Centrex 21 since IMA release 8.01 which deployed November 19, 2001.

3. MAINTENANCE AND REPAIR - DISCRIMINATION

- **Should Qwest be required to provide a statement of time and materials and applicable charges to CLECs at the time maintenance and repair work is completed (as it does with retail customers)?**

Qwest responded to this issue in its ROC I filing with the FCC.

Eschelon claims that it cannot obtain an invoice of applicable repair charges at the time repair work is completed, but rather must wait until Qwest sends the monthly Wholesale invoices. Eschelon asserts this places them at a disadvantage in that it is not able to dispute such charges in a real time basis. Qwest does, however, provide CLECs with a dispute process for repair charges. The opportunity to dispute repair charges is

² Reply Declaration of Michael G. Williams at ¶ 75.

³ Qwest ROC I Reply Comments at page 28 ¶ 1-3

dependent on the type of service (either designed or non-designed). In either event, the dispute processes for repair charges are provided in substantially the same manner as those utilized by Qwest retail personnel.⁴ For non-designed trouble tickets (including non-designed resale and UNE-P POTS), the technician that resolves the trouble closes the ticket as discussed above. By using the CEMR electronic interface, however, CLECs may access a view of the same non-designed service repair charge information that is available to Qwest retail personnel. CEMR provides indication of the Trouble Isolation Charge for a specified trouble ticket. Should CEMR review identify the need, CLECs may dispute the charge after it is billed with their billing representative.⁵

For designed services, which are generally more complex, there are several opportunities to dispute repair charges before they appear on the CLEC bill. As discussed above, an MCO technician manages the closure of these trouble tickets. When Qwest is discussing the resolution of designed services trouble tickets with the CLEC, the MCO technician will advise the CLEC of the nature of the charges that will be applied. If the CLEC disputes the resolution of the ticket at that time, the ticket will not be closed. Thus, CLECs are given the opportunity to dispute the charges at the time of closure.⁶

Additionally, Qwest's process is to hold a designed services trouble ticket for two weeks after closure before sending the charges to billing. This provides the CLEC with another opportunity to dispute repair. Further, in the event that repair charges were quoted by an MCO technician in a previous trouble report that is less than two weeks old, and a subsequent trouble report finds the trouble to be in the Qwest network, the CLEC has a third opportunity to dispute the initial trouble ticket charge with the MCO technician working the subsequent trouble report.⁷

Therefore, CLECs can dispute repair charges for designed services at ticket closure, any time up to two weeks after ticket closure, and after accepting repair charges (if a subsequent trouble finds a previously-billed trouble to have been incorrectly repaired or within the Qwest network).

Finally, after the charges have been sent to billing, the CLEC can contact their Qwest billing representative to dispute any repair-related charges.⁸

Finally, in response to an Eschelon CR, Qwest is evaluating with the CLEC community through CMP whether a mechanism should be created to forward repair invoices to the CLECs for delivery to their end users.⁹

This CR was discussed along with several others in the August CMP, a decision was made by Qwest and the participating CLECs, including Eschelon to evaluate the CRs in

⁴ Qwest ROC I Reply Declaration at ¶ 162.

⁵ Qwest ROC I Reply Declaration at ¶ 163.

⁶ Qwest ROC I Reply Declaration at ¶ 164.

⁷ Qwest ROC I Reply Declaration at ¶ 165.

an adhoc meeting August 27, 2002. A read out of the results of that meeting was provided in the September monthly CMP meeting. Qwest is working on a Level of Effort (LOE) to determine the cost of implementing a change that would allow Qwest to send daily email messages to CLECs after completion of the repair ticket, which would detail the ticket number of the repair and associated charges. Qwest plans to discuss the results of the LOE effort with the CLECs at the next scheduled monthly CMP meeting.

4. MAINTENANCE AND REPAIR – INSUFFICIENT INFORMATION ON BILLS

- **Eschelon has had to request the circuit identification numbers separately from Qwest and engage in a manual process to go back and review the bills to attempt to verify them. Qwest has not yet provided more recent circuit identification information needed to verify more recent bills. Receipt of timely circuit identification information is needed for verifying bills.**

Qwest has responded to all of Eschelon's circuit identification number requests.

Qwest and the CLECs are working, through the CMP, to develop a mechanized means for communicating repair charges to CLECs regardless of how the associated trouble report was submitted. An agreement with all CLECs to determine functionality and priority is pending.

However, Qwest's bills do provide sufficient information so that the circuit identification numbers are not necessary for Eschelon to review its repair charges. Each bill is detailed at the sub-account level, as opposed to a summary level, so the CLEC can relate specific charges to a specific end-user account. For example, there is never more than one unbundled loop per sub-account, so it is clear to which loop the charges apply. Further, in response to CLEC concerns, Qwest implemented process modifications in March 2002 to allow the CLEC to relate more easily the charges on the bill to a specific

⁸ Qwest ROC I Reply Declaration at ¶ 166.

trouble report. Prior to March, the bill displayed the date the service order was written to apply the maintenance and repair (“M&R”) charges rather than the date the M&R work was performed. Since March 2002, the bill displays the date the M&R charge was incurred, not the date the charge was added to the bill, so the CLEC can match the charge to a specific trouble ticket and can more easily audit these charges on its bill.

5. MAINTENANCE AND REPAIR – AUTHORIZATION AND ACCURACY FOR CLOSING TICKETS

- **Should Qwest be required to show a track record of obtaining CLEC authorization before closing tickets and of applying the accurate closing codes? As discussed with respect to Issue Number 12, a review of the bills has been made possible recently after more information was obtained from Qwest. That review shows that Qwest is not properly obtaining authorization for and applying accurate codes when closing tickets.**

Qwest responded to this issue in its ROC I filing with the FCC.

In the initial OSS Declaration, Qwest explained why its performance was satisfactory and described recent improvements implemented through additional training and ongoing field coding process audits. An updated audit of Qwest trouble codes (through June 2002) shows continued aggregated performance on average of 95+%.¹⁰

Eschelon claims that Qwest sometimes closes trouble tickets without contacting Eschelon for authorization or with incorrect cause and disposition codes. Qwest addressed the issue of incorrect cause and disposition codes above. Contrary to Eschelon’s comments, Qwest attempts to notify its customers and follows the same process for its Retail and Wholesale operations when closing a trouble ticket. To the extent Eschelon has not received such notification, Qwest cannot address the particular reasons without further specifics.¹¹

The process for customer notification is dependent on the type of service (designed or non-designed). But either way, Qwest attempts to notify the customer. For non-designed trouble tickets (including non-designed resale and UNE-P POTS), the technician that resolves the trouble also closes the ticket. The technician attempts to contact the customer when closing the ticket. If the customer cannot be reached, a voice mail message is left (if possible) and the ticket is closed. Customer notification is dependent on availability at the customer provided call back number. In addition, for

⁹ Qwest ROC I Reply Declaration at ¶ 167.

¹⁰ Qwest ROC I Reply Declaration at ¶ 158.

¹¹ Qwest ROC I Reply Declaration at ¶ 159.

trouble tickets opened through the electronic M&R interface (CEMR), notification is automatically sent (either through e-mail or fax) when the ticket is closed.¹²

For designed services, which are generally more complex, Qwest uses a MCO to manage all designed service trouble tickets (both Wholesale and Retail), including trouble tickets for unbundled network elements. The MCO technician manages the closure of these trouble tickets, including attempting to contact the customer. If the CLEC is not available at the time of closure, the MCO technician will wait up to 24 hours after attempting to contact the customer to coordinate closure. If there is no answer, the MCO technician will leave voice mails with the contact person noted on the trouble report. The trouble ticket is placed in a "No Access" status while Qwest awaits the customer's response. The trouble ticket is closed if no response is received from the customer within 24 hours.¹³

The State Authorities did not find Qwest's performance with regard to close-out codes to be a matter of concern. *See* CPUC Evaluation at 42 n.93 (finding "that these results do not reveal a material impediment to CLEC access of Qwest's OSS"); IUB Conditional Statement Regarding OSS Evaluation and Order (June 10, 2002) at 5 ("[t]he Board does not see this exception as one that is of such significance that it should cause it to conclude that Qwest's OSS is not adequate. Exception 3055 does not preclude Qwest from a showing of Section 271 compliance.") The FCC should find that there is no issue here.¹⁴

6. MAINTENANCE AND REPAIR – PAIR GAIN

- **Should Qwest should be allowed to impose upon CLECs dispatch charges before it has ensured that the loop is working from its equipment to the pair gain?**
- **Should Qwest be allowed to impose unnecessary maintenance and repair charges on CLECs that are due to Qwest's use of pair gain?**

Qwest does not impose unnecessary maintenance and repair charges: Qwest only charges for optional testing when CLECs elect to have Qwest conduct testing and for

¹² Qwest ROC I Reply Declaration at ¶ 160.

¹³ Qwest ROC I Reply Declaration at ¶ 161.

¹⁴ Qwest ROC I Reply Comments at page 49 ¶ 1.

maintenance dispatches when the technician determines that the trouble resides outside the Qwest network.

Specific to the issue of pair gain, as described in the July 30-31, 2002 workshop, when the CLEC identifies up front that the facilities are pair gain, Qwest will not assess optional testing charges. Below is an excerpt from the PCAT language available to the CLEC community as further clarification of Qwest's policy. The Qwest URL is as follows: www.qwest.com/wholesale/pcat/unloop.html#maint.

The following examples of trouble reporting and charge assessment could result:

- CLECs have not performed trouble testing on the end-user's circuit. Qwest will offer the option of having Qwest conduct the testing on the CLECs behalf at a charge. If the CLEC chooses to have Qwest conduct the testing, Qwest will conduct the test and assess the results. Qwest will contact the CLEC with results stating that the trouble is in their network or in the Qwest network. If the trouble is found to be in the CLEC network and they authorize a dispatch, a charge will apply for both the optional testing and for any Maintenance of Service charges resulting from Qwest trouble resolution activity. **However, if the circuit is on Pair Gain the CLEC should advise Qwest that the circuit is on Pain Gain and Qwest will not assess optional testing charges.** If the trouble is found to be in the Qwest network, Qwest will dispatch a technician to conduct the repair work and close the ticket with the CLEC. No Maintenance of Service charges will apply for repair of the trouble on Qwest's side of the network; however, a charge will be assessed for the optional testing.

At a minimum the information contained in a trouble report must define:

- Information reflecting the results of testing and isolation
- Analysis of fact-finding (is the trouble isolated to the Qwest network?)
- **If the circuit is on Pair Gain**

Examples of acceptable test results:

- Reported: "Line is testing hard short tip-ring"
- **Circuit is on Pair Gain**

- Reported: "End-user has no dial tone, tested at CLEC and Qwest Point of Interface (POI), have 15v of foreign battery on Qwest side"
- Reported: "Open out, no voltage, tip to ground = 0"

7. MAINTENANCE AND REPAIR – RECIPROCITY

- **Should Qwest be required to accept charges from CLECs for testing that CLECs conduct for Qwest in the same types of circumstances under which Qwest charges CLECs?**

Consistent with the industry practice, Qwest's ICAs require that CLECs test to isolate trouble to the ILEC network before issuing a trouble ticket to Qwest and provide for charges to apply when the trouble is found to be outside the Qwest network. CLECs use Qwest's network to serve their end-users; the reverse is not true.

8. LOSS AND COMPLETION REPORTS

- **Should Qwest be required to provide to CLECs with a single report that lists the customers that have left the CLEC to go to another carrier? Eschelon has obtained substantial improvements in the Loss and Completion Reports. The reports, however, continue to fail to differentiate customers that are going to another provider without a CLEC's knowledge with those disconnected at the CLEC's request. Qwest defines both types of customers as "external" when in fact the loss report should show customers that the CLEC lost. The reports should be revised to help ensure that a CLEC does not continue to bill a customer that has left the CLEC.**

This issue was discussed in the August CMP. Qwest and Eschelon have different understandings of what should constitute an internal versus external loss indication on the

report. This was discussed further during the September CMP and Eschelon will be issuing a system CR to initiate the process for the change.

9. BILLING ACCURACY

- **Does the current billing accuracy measure accurately reflect Eschelon's experience?**
- **Should the billing measure be revised and expanded?**
- **Should Qwest be required to correct the inaccuracies in Eschelon's bills?**
- **Must Qwest provide adequate notice, including detail to substantiate the changes and time for objection if Eschelon disagrees with the proposed changes, before making rate and profile changes?**

Qwest responded to these issues in its ROC I filing with the FCC.

Eschelon makes numerous claims regarding inaccuracies in its bills. Qwest's investigation of Eschelon's claim, however, indicates that most are not related to system-wide defects in Qwest's billing functions. Furthermore, many of Eschelon's listed claims involve insignificant dollar amounts. In fact, the total dollar amounts in dispute constitute 0.98% of Eschelon's total billed charges for May 2002 in Colorado. Lastly, Eschelon filed disputes for which Qwest sustained the charges because they were properly included on Eschelon's bill. For those disputes that remain open, preliminary investigation suggests that many of these disputes will be resolved in Qwest's favor.¹⁵

- **Once issues (including long-disputed issues) are resolved in a CLEC's favor, should the performance results be adjusted to reflect the resolution?**

The billing accuracy PID, BI-3, is designed to capture the effects of billing adjustments for error in the reporting month in which the adjustments occurred, regardless of when the original billing took place. Thus, it would be non-compliant with the current PIDs as accepted by the parties to adjust past reported results, when the actual adjustment took place in the month it is reported.

¹⁵ Qwest ROC I Reply Declaration at ¶ 241.

The ACC concluded in its Final Report that the DUF test satisfies TSD requirements and that Qwest passed. To ensure that Qwest's ability to provide timely DUF records is sustained, the Staff recommends that Qwest perform a DUF test with Staff oversight within 12 months. Qwest will comply.¹⁸

Qwest also addressed these same issues in its ROC I filing with the FCC.

The evidence demonstrates that Qwest provides complete, accurate and timely Wholesale bills and usage records to CLECs. *See, e.g.*, OSS Decl. ¶¶ 539-43. The results of the ROC OSS Test, Qwest's commercial performance results, and the fact that disputed dollar amounts have declined from January through May all support this assertion. *See* OSS Reply Decl. ¶¶ 204-206.¹⁹

Following KPMG's October test, Qwest further enhanced its billing systems by modifying the POF and implementing other system-wide fixes. Qwest passed KPMG's January 2002 test in its Eastern and Western regions. Qwest made additional minor changes to its billing systems to correct the few remaining issues in the Central region and passed KPMG's last test in March 2002. In many cases, the changes Qwest implemented ensured that even the most rare types of calls would be included on the DUF. For example, operated assisted local measured service records were involved for many of the changes, which only accounts for 0.002% of all calls made in on the Qwest network on an typical day. KPMG concluded that Qwest provides CLECs with an accurate and complete DUF.²⁰

11. COLLOCATION

- **Should the Commission recommend 271 approval for Qwest before Qwest has demonstrated that its documented processes for ensuring that CLEC collocation equipment is protected during construction activities have been tested and proven successful?**

Qwest has documented and covered all of our appropriate managers on the documentation. The documentation has been distributed and is on the wholesale website.

In addition, a letter was sent by Qwest's VP of Real Estate to all of it's vendors stating that the vendors must follow Qwest's procedures with a "one strike rule" which will

¹⁸ Qwest's Comments Regarding CGE&Y's Final Report of the Qwest OSS Test at sec V.B.3.

¹⁹ Qwest ROC I Reply Comments at page 49 ¶ 3.

²⁰ Qwest ROC I Reply Comments at page 49 ¶ 231.

remove the non-compliant vendor from Qwest's approved vendor list. There have been no further occurrences.

- **Should Qwest be required to provide CLEC collocation personnel with Qwest's written processes and procedures for protecting CLEC collocation equipment during construction and to incorporate those procedures on its wholesale web site?**

Qwest has developed written processes and procedures for protecting CLEC collocation equipment during construction. The enhancement of these processes and procedures was the subject of CMP change request PC021502-1, the response to which was approved in the CMP in April 2002. In the response to change request PC021502-1, a commitment was made to update Qwest's Technical Publication ("Tech Pub") No. 77350 which is referenced in the collocation section of the SGAT and the collocation section of the wholesale product catalog ("PCAT"). The update of Tech Pub 77350 related to approved change request PC021502-1 has been distributed through the CMP and is available to CLECs on the wholesale website.

- **Should language be added to the SGAT to require Qwest to pay for clean up costs when Qwest construction results in dust contamination to CLEC equipment?**

There is no need to add language the SGAT. There are already provisions in the general terms and conditions sections of the SGAT.²¹

- **Should Qwest be permitted to charge CLECs a maximum price of \$345 for all collocation augment quote preparations?**
- **Should Qwest be permitted to charge CLECs the entire augment quote preparation fee of \$345 for the minor activity of terminating unused power?**

²¹ SGAT §§ 5.1.3.2, 5.1.3.3, and 5.8.4.

The Quote Preparation Fee of \$345 was agreed to in the Arizona cost docket (T-500000A-00-0194, decision #64922, dated June 12, 2002). Given the very specific nature of these questions remain the subject of ongoing discussion, Qwest suggests that they would be more appropriately addressed as part of the Arizona cost docket proceeding.

12. INTERCONNECTION

- **Should Qwest be permitted to charge transit charges in addition to access charges on intraLATA toll calls?**

On this point, Qwest and Eschelon agree. When Qwest charges Eschelon for transit, Qwest does not also charge an interexchange carrier. The reverse is also true.

Eschelon describes one type of call in Scenario 1 of Attachment B to its filing. Qwest describes this type of call in Section 4 of the SGAT as “meet-point-billed”.

"Meet-Point Billing" or "MPB" or "Jointly Provided Switched Access" refers to an arrangement whereby two LECs (including a LEC and CLEC) jointly provide Switched Access Service to an Interexchange Carrier, with each LEC (or CLEC) receiving an appropriate share of the revenues from the IXC as defined by their effective access Tariffs.

Eschelon says, “Qwest would not bill Eschelon . . . Qwest would bill the intraLATA toll provider tandem rate element access charges.” The intraLATA toll provider in scenario 1 is Worldcom. Qwest agrees.

Qwest disagrees with Eschelon’s characterization of scenario 2. Qwest is not an interexchange carrier in Arizona. Qwest is not currently provided Feature Group D service by Eschelon. If a division of Qwest were authorized to operate as an interexchange carrier in Arizona, Qwest the ILEC would agree that Qwest the

interexchange carrier²² would be billed as described by Eschelon. Until that day, Qwest is billing for this traffic as described in Figure 6-3 of the ATIS/OBF MECAB guideline²³. Transit charges are not new and are sanctioned in the guideline at page 6-5. Here Qwest follows a national standard that is committed to at section 2.4.7 of the Arizona Exchange Access Tariff and similarly in the FCC No. 1 Tariff.

As Eschelon points out, these particular calls are originated by an Eschelon retail local service customer. When that customer chooses Eschelon over Qwest as a local service provider, Qwest effectively loses its ability to bill that end user for intraLATA toll service. Qwest has consistently taken the position that it may choose whether or not to serve a customer as an IntraLATA toll carrier, based on the profitability of the service in individual markets. It currently costs Qwest as much as \$1.25 per billable message to render a bill to a retail local service customer of Eschelon since an outsourced service bureau must do the billing and collection functions.

For these reasons, Qwest informed Eschelon in writing that Qwest does not accept a “de facto” assignment of intraLATA toll carrier responsibilities from Eschelon’s retail end users when those end users are transferred from a resale environment to a facility-based environment. Qwest also directed Eschelon to cease offering Qwest as an intraLATA toll carrier when Eschelon converts a new end user to CLEC switch-based services. This explains why it is Qwest’s opinion that, in what Eschelon has labeled scenario 2, the carriers are now billing each other, but neither is billing the end user. Eschelon mistakenly treats Qwest like an interexchange carrier by billing as if Feature Group D

²² A Telecom Act section 272 affiliate

²³ Alliance for Telecommunications Industry Solutions/ Ordering and Billing Forum Multiple Exchange Carrier Access Billing guideline, version 7. Eschelon’s Scenario 1 is described at figure 6-7.

service were being provided. Qwest bills Eschelon for transit. Based on data shared between the parties, approximately twenty-five Arizona end user customers are impacted by this unusual circumstance.

To restate and summarize, should Qwest be permitted to charge for transit of Eschelon's local customers' intraLATA toll? Yes, when Eschelon sends Qwest a call that Qwest delivers to a non FG D carrier network and the dialed number is intraLATA toll, Qwest should bill Eschelon the toll transit rate. If Eschelon sends Qwest a call that Qwest delivers to a FG D interexchange carrier network, Qwest does not bill Eschelon a transit rate. In that case, both Parties bill the Interexchange Carrier. Should Qwest be permitted to charge for transit of Eschelon's local customer's intraLATA toll in addition to assessing access charges on an interexchange carrier for jointly provided (meet-point-billed) intraLATA toll calls? No, an individual call involves either a transit charge to Eschelon or an access charge to the interexchange carrier, but not both.

While the parties may disagree on the billing of this particular call type, Qwest's Telecom Act section 271 reciprocal compensation obligations have been met.

- **Should Qwest be permitted to charge CLECs for incomplete or old Category 11 billing records?**

In Eschelon's Late-filed Exhibit E-C, Eschelon acknowledges that Qwest, under oath during the July 30 workshop provided the preferred answer to the question and agreed with the proposed language change. (See Arizona Supplemental Final Workshop Transcript Volume II, page 522). Now Eschelon attempts to leverage its negotiation success in Arizona into other states. This matter is settled in Arizona. This allows that

the impasse be considered settled in Arizona. Eschelon should not be allowed to hold Qwest hostage in Arizona while it negotiates agreements in any number of other states.

- **Should Qwest be permitted to charge CLECs an assumed tandem switching and tandem transmission mileage rate for which Qwest has provided no evidence as to the validity of the assumption?**
- **Should CLECs have the right to be charged a tandem switching and tandem transmission rate based on actual miles rather than on assumed miles?**

Eschelon is concerned that Qwest applies a nine-mile assumed distance for transport on tandem-switched transit calls. Eschelon asks for a charge based on actual distance rather than average distance since it says that all locations to which an Eschelon-originated, Qwest-transited call is destined are located in downtown Phoenix. Eschelon's statement is not accurate.

For example, wireline CLEC 1 operates a switch using a point-of-interface (POI) with Qwest located 14 miles from Qwest's Phoenix tandem. Wireline CLEC 2 uses a POI with Qwest located 13 miles from Qwest's Phoenix tandem. Eschelon Phoenix retail customers initiate local calls to the retail customers of these carriers via Qwest-provided transit service. These distances exceed nine miles.

Wireless CLEC 3 has trunk groups to Qwest's tandem in Phoenix. One POI is 11 miles from Qwest's tandem and the other is 16 miles from Qwest's tandem. These distances exceed nine miles and these spans likely carry Eschelon Phoenix retail customers' local calls via Qwest-provided transit service.

In addition to this clear evidence in contradiction to Eschelon's statements, actual distances are not consistently measurable due to the absence of wireless and CLEC POIs in the National Exchange Carrier Association Tariff Number 4. If all

carriers' POIs were recorded there, actual distances could be measured. If not, use of average assumed distances is necessary.²⁴ AT&T concurs with this in the Comments they filed on September 12, 2002.

13. STAND ALONE TEST ENVIRONMENT (SATE)

- **The impasse relates to those products that are in Qwest's production environment but not in SATE. The specific disagreement is whether it is proper to add those products to SATE employing the CMP prioritization process, or Qwest is obligated to add those products outside of the CMP prioritization process and by a date certain.**

Qwest submitted a compromise position on September 16, 2002. Qwest proposes that those products can be implemented into SATE after the volume of CLEC use for each of the relevant product(s) reaches 100 transactions during the prior twelvemonth period. Under this proposal, Qwest will run a production query -- like the one it proposes to determine what product/activity combinations should be in the upcoming execution of PO-19B -- to determine whether any of the products not currently in SATE reflect EDI volume activity of 100 transactions or more in production. The implementation of those products into SATE will then be scheduled for the upcoming major SATE release if feasible; or if not feasible, then no later than the next major SATE release. (See Qwest's Response to AT&T's Comments on Hewlett Packard's Recommendation on PO-19B Impasse Issue and Recommendation Regarding SATE Products Impasse Issue filed September 16, 2002). AT&T accepted Qwest's compromise position; AT&T indicated its agreement with this proposal regarding adding products to SATE in a September 30, 2002, e-mail from John Finnegan. Further, the ACC no longer considers this issue at impasse see AZ TAG Meeting Minutes 10-11-02.

²⁴ While Eschelon claims that, "Qwest can measure the mileage as it is currently doing for all but Type 1 wireless provider calls", this is not true. Type 1 calls require manual bill adjustment where all other calls are mechanically billed. Mechanical billing is often used to rate an average/assumed mileage element.