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BEFORE THE WASHINGTON UTILITIES AND

2

TRANSPORTATION COMMISSION

3

In the Matter of the)
Investigation into)

4

U S WEST COMMUNICATIONS, INC.'s) Docket No. UT-003022

5

) Volume XXXV

6

Compliance with Section 271 of) Pages 5203 to 5332

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the Telecommunications Act of)
1996)

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In the Matter of)

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) Docket No. UT-003040

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U S WEST COMMUNICATIONS, INC.'s) Volume XXXV

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) Pages 5203 to 5332

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Statement of Generally)

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Available Terms Pursuant to)

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Section 252(f) of the)

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Telecommunications Act of 1996)

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A Workshop in the above matters was held on

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July 18, 2001, at 9:00 a.m., at 1300 South Evergreen

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Park Drive Southwest, Room 206, Olympia, Washington,

22

before Administrative Law Judge ANN RENDAHL.

23

The parties were present as follows:

24

THE WASHINGTON UTILITIES AND TRANSPORTATION
COMMISSION, by PAULA STRAIN, 1400 South Evergreen Park
Drive Southwest, Post Office Box 40128, Olympia,
Washington, 98504-0128.

25

26

WORLDCOM, INC., by ANN HOPFENBECK, Attorney
at Law, 707 - 17th Street, Suite 3900, Denver, Colorado
80202.

27

28

SPRINT COMMUNICATIONS COMPANY, via bridge
line, by BARBARA YOUNG, Attorney at Law, 902 Wasco, Hood
River, Oregon 97031.

29

Joan E. Kinn, CCR, RPR

30

Court Reporter

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1 AT&T, by LETTY S. D. FRIESEN, Attorney at
Law, and by MITCHELL MENEZES, Attorney at Law, 1875
2 Lawrence Street, Suite 1502, Denver, Colorado 80202.

3 QWEST CORPORATION, by ANDREW CRAIN, Attorney
at Law, 1801 California Street, 49th Floor, Denver,
4 Colorado 80202, and by LISA ANDERL, Attorney at Law,
1600 Seventh Avenue, Suite 3206, Seattle, Washington
5 98191.

6 THE PUBLIC, by ROBERT W. CROMWELL, JR.,
Assistant Attorney General, 900 Fourth Avenue, Suite
7 2000, Seattle, Washington 98164-1012.

8 TELIGENT SERVICES, INC., RHYTHMS LINKS, INC.,
AND TRACER, via bridge line by ARTHUR A. BUTLER,
9 Attorney at Law, Ater Wynne, LLP, 601 Union Street,
Suite 5450, Seattle, Washington 98101.

10

ALSO PRESENT:

11

MARK ROUTHE, Qwest, Bridge Line
12 BARRY ORREL, Qwest, Bridge Line
MARGARET S. BUMGARNER, Qwest
13 LYNN NOTARIANNI, Qwest
JOHN F. FINNEGAN, AT&T
14 KENNETH WILSON, AT&T, Bridge Line
ELIZABETH M. BALVIN, WorldCom
15 MICHAEL ZULEVIC, Covad
BETH REDFIELD, Commission Staff
16 DAVE DITTEMORE, Commission Staff
JING ROTH, Commission Staff

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JUDGE RENDAHL: We're here today on the last day of our fourth workshop in the Section 271 SGAT proceeding here in the state of Washington. For those of you who don't know me, I'm Ann Rendahl, the Administrative Law Judge leading this proceeding. And we are here today discussing Section 12 of the SGAT and general terms and conditions, OSS contract language, maintenance and repair, and CICMP.

We have a number of preliminary issues we need to address, first of all being the marking of exhibits. Off the record I indicated that the following changes should be made to the pre-distributed exhibit list.

Exhibit 754 will be Ms. Notarianni's direct testimony adopting the testimony of James Allen and Barbara Brohl for Qwest. 755 will be the updated excerpts of SGAT Section 12. We have moved Ms. Brohl's testimony and exhibits from the pre-marked designations of 1145-T, 1146, and 1147 to exhibits 770, 771, and 772.

We have marked as Exhibit 797 non-confidential transcripts and exhibits from Arizona, Colorado, and the multistate concerning BFR SRP and ICB issues. 798-C will be any confidential exhibits and transcripts associated with those transcripts and

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1 exhibits.

2 Moving down to Exhibit 841, on the 10th we
3 designated Exhibit 841 as Exhibit 40 with suggested
4 edits. Ms. Friesen, would you like to explain to us how
5 that process is going concerning the intellectual
6 property language?

7 MS. FRIESEN: Yes, Your Honor, on, and I have
8 forgotten the exact date, I believe it was Thursday of
9 last week, we had submitted some new language to Laura
10 Ford, Mary Rose Hughes, and to Mr. David Halverson. We
11 had a meeting in regard to that language, and we have
12 now -- we're closer, I think, to a meeting of the minds,
13 and so I guess I would like to withdraw Exhibit 841 and
14 resubmit whatever language is closer after we get back
15 from Mary Rose and from Mr. Halverson their additional
16 thoughts in relation to our meeting.

17 JUDGE RENDAHL: Okay, that withdrawal is
18 accepted.

19 We also marked as Exhibit 842 the Affidavit
20 of Mr. Tade, and we held further discussion of that
21 until this morning where Mr. Tade was to be available by
22 telephone. But I understand there's now a stipulation
23 to the admission of Mr. Tade's affidavit.

24 MS. FRIESEN: That's correct, Your Honor, I
25 got a call from Mary Rose Hughes yesterday saying that

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1 Qwest had stipulated, and they therefore did not need to
2 talk to him.

3 JUDGE RENDAHL: Okay, at that point then, I
4 will admit the affidavit of Mr. Tade as Exhibit 842.

5 Mr. Finnegan's testimony, Mr. Finnegan is
6 here representing AT&T or with AT&T, and his exhibits
7 are marked as Exhibit 845-T through 849, and we have
8 marked today as Exhibit 850 modifications to Section
9 12.3.24 concerning switch and frame conversions, service
10 order practices. And Exhibit 851 has been marked, it is
11 a data request response and objections by Qwest to AT&T
12 data requests, and it includes a disk.

13 Ms. Balvin's testimony was marked as 855-T,
14 and proposed changes to Section 12 were marked as 856.
15 And I understand there may be an additional exhibit that
16 we will discuss after lunch; is that correct?

17 Okay, we also marked off the record as
18 Exhibit 941 the May 1st and 2nd transcripts from the
19 multistate 271 proceeding and exhibits, five exhibits,
20 concerning spectrum management, and so those will be
21 admitted as Exhibit 941. I understand there may need to
22 be some review of that to determine if it includes
23 everything necessary, so we will hear by the follow-up
24 workshop if there needs to be additional information
25 included with that exhibit.

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1 With that, I think we have concluded all the
2 necessary marking this morning. Is there anything
3 further we need to discuss before we swear the witnesses
4 in and go to it?

5 Okay, I understand that at 10:00 Mr. Wilson
6 and Mr. Orrel will be calling in to discuss embargo
7 language; is that correct?

8 MS. FRIESEN: That's correct, Your Honor.

9 JUDGE RENDAHL: Okay. And we do have an
10 issues list concerning OSS issues as well as CICMP
11 issues that Qwest has circulated, and just so I'm
12 understanding, this addresses -- this is from Colorado,
13 is that --

14 MR. CRAIN: This reflects the results of
15 Arizona workshops, Colorado workshops, and the seven
16 state workshop.

17 JUDGE RENDAHL: For both the OSS and the
18 CICMP, it incorporates all three?

19 MR. CRAIN: Yes.

20 JUDGE RENDAHL: Thank you, Mr. Crain.

21 Before we turn to swearing in the witnesses,
22 why don't we state our appearances around the table as
23 we have Mr. Crain has joined us from Qwest, and starting
24 with Mr. Crain, since you haven't yet appeared with us,
25 if you would state your full name and who you are

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1 representing and your address, phone number, and E-mail
2 address.

3 MR. CRAIN: Sure, it's Andrew Crain,
4 C-R-A-I-N, on behalf of Qwest Corporation, my address is
5 1801 California Street, Suite 4900, Denver, Colorado
6 80202, and E-mail address is acrain@qwest.com.

7 JUDGE RENDAHL: Okay. And for the benefit of
8 those on the bridge, if you could move the microphone
9 closer to you.

10 MR. CRAIN: Sure.

11 JUDGE RENDAHL: It's hard for them to hear if
12 we're not speaking directly into the microphones. Thank
13 you. And you have with you today Ms. Notarianni?

14 MR. CRAIN: Yes.

15 JUDGE RENDAHL: Mr. Zulevic, will there be
16 any legal representative of Covad here with you today?

17 MR. ZULEVIC: No, there won't.

18 JUDGE RENDAHL: Ms. Hopfenbeck.

19 MS. HOPFENBECK: Ann Hopfenbeck for WorldCom,
20 and with me is Elizabeth Balvin.

21 JUDGE RENDAHL: Thank you.

22 For AT&T.

23 MR. MENEZES: Mitch Menezes for AT&T.

24 MS. FRIESEN: Letty Friesen for AT&T, and
25 with us today is Mr. John Finnegan.

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1 JUDGE RENDAHL: Thank you.
2 MR. CROMWELL: Robert Cromwell for Public
3 Counsel.
4 JUDGE RENDAHL: Thank you.
5 And who do we have on the bridge, Ms. Young?
6 MS. YOUNG: Yes, this is Barb Young with
7 Sprint.
8 JUDGE RENDAHL: Mr. Butler?
9 MR. BUTLER: Art Butler, Tracer and Teligent
10 Services, Inc.
11 JUDGE RENDAHL: Thank you.
12 For the benefit of those on the bridge,
13 Ms. Strain is here with Commission Staff as well as
14 Mr. Dittimore and Beth Redfield as well.
15 Okay, let's have the witnesses stand, and
16 starting with Ms. Notarianni, if you will state your
17 name and spell your last name for the court reporter,
18 and then I will swear you all in collectively.
19 MS. NOTARIANNI: My name is Lynn Notarianni,
20 the last name is N-O-T-A-R-I-A-N-N-I. You wanted the
21 address information?
22 JUDGE RENDAHL: No, I just need your name for
23 the record.
24 Ms. Balvin, if you would state your full name
25 and spell your last name for the reporter.

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1 MS. BALVIN: it's Elizabeth Balvin,
2 B-A-L-V-I-N.
3 JUDGE RENDAHL: Thank you.
4 Mr. Finnegan.
5 MR. FINNEGAN: John Finnegan, that's F as in
6 Frank, I-N-N-E-G-A-N.
7 JUDGE RENDAHL: Thank you.
8 (Whereupon LYNN NOTARIANNI and ELIZABETH
9 BALVIN and JOHN FINNEGAN were sworn as
10 witnesses herein.)
11

12 (The following exhibits were identified in
13 conjunction with the testimony of LYNN
14 NOTARIANNI: Exhibit 750-T is Direct
15 Testimony of James H. Allen (Qwest) re:
16 General Terms and Conditions, 5/16/01
17 (JHA-1T). Exhibit 751 is Qwest Wholesale
18 Program Co-Provider Change Management Process
19 (JHA-2). Exhibit 752 is Qwest Wholesale
20 Program Co-Provider Change Management Process
21 (JHA-2). Exhibit 753 is SGAT Section 12
22 (JHA-4). Exhibit 770 is Rebuttal Testimony
23 of Barbara J. Brohl (BLB-1T). Exhibit 771 is
24 Co-Provider Maintenance & Repair - X-25;
25 Electronic Bonding Trouble Administration

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Joint Implementation Agreement (BJB-2).
Exhibit 772 is Qwest Co-Provider Industry
Change Management Process Proposal (BJB-3).

(The following exhibits were identified in
conjunction with the testimony of JOHN F.
FINNEGAN: Exhibit 845-T is Affidavit of John
F. Finnegan re: Section 12 of Qwest's SGAT
(JFF-1T). Exhibit 846 is Arizona IWO Formal
Response 1075-I (JFF-2). Exhibit 847 is
Qwest Wholesale Product Development Process,
Release Notification Form (JFF-3). Exhibit
848 is Co-Provider Industry Change Management
Process, Qwest Wholesale Program (JFF-4).
Exhibit 849 is April 24, 2001 WUTC Workshop
Transcript excerpt (JFF-5).

(The following exhibits were identified in
conjunction with the testimony of ELIZABETH
M. BALVIN: Exhibit 855-T is Direct Testimony
of Elizabeth M. Balvin (WorldCom) re: General
Terms and Conditions, Section 12 (EMB-1T).
Exhibit 856 is Section 12.0 - Access to OSS
Proposed Changes (EMB-2).

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1 JUDGE RENDAHL: Okay, let's proceed. First,
2 are there any objections to admission of the testimony
3 and exhibits of Mr. Allen adopted by Ms. Notarianni,
4 Ms. Brohl adopted by Ms. Notarianni, Mr. Finnegan, or
5 Ms. Balvin?

6 MS. FRIESEN: No objections from AT&T.

7 JUDGE RENDAHL: Hearing no objections, the
8 testimony and exhibits of Mr. Allen and Ms. Brohl
9 adopted by Ms. Notarianni, Mr. Finnegan, and Ms. Balvin
10 will be admitted.

11 Let's begin first with are we starting with
12 OSS and then moving to CICMP?

13 MR. CRAIN: Yes, that would be our
14 suggestion.

15 JUDGE RENDAHL: Okay. And do the parties
16 wish to make presentations, or do we wish to get right
17 into the issues list? What's the preference of the
18 parties?

19 MR. CRAIN: The preference from Qwest is to
20 get right into the issues, particularly since we're
21 really dealing with contract language here, and we have,
22 I believe, worked out all if -- virtually all at least
23 issues related to this contract language.

24 JUDGE RENDAHL: Okay, well, let's --
25 Mr. Crain, do you wish to make a presentation on that

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1 starting with each issue, or does AT&T wish to lead off?
2 MS. FRIESEN: We can defer to Mr. Crain, and
3 we have no presentations to start, so we concur in just
4 jumping right into the language.

5 JUDGE RENDAHL: Okay, so that would be OSS
6 issue 1.

7 MR. CRAIN: Yes, OSS issue 1 relates to the
8 first page of Exhibit 755, which is Section 12.1 of the
9 SGAT, actually 12.1.1, and WorldCom suggested that
10 language be added to this section related to manual
11 processes, and we have added that language. The parties
12 also asked for some additional language changes toward
13 the end of the paragraph, and we have made those as
14 well. And I think this paragraph has been agreed to by
15 the parties.

16 MS. BALVIN: WorldCom concurs.

17 JUDGE RENDAHL: Okay. So it appears that
18 there's agreement between WorldCom and Qwest. Does AT&T
19 have any issues with this language?

20 MS. FRIESEN: As modified, no, Your Honor.

21 JUDGE RENDAHL: So there's agreement on the
22 language in Section 12.1.1.

23 MR. CRAIN: The OSS issue number 2 is Section
24 12.1.2. Also WorldCom in this section has asked for the
25 language be -- that language be added regarding manual

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1 processes. Qwest has added that language.

2 There are two other issues related to this
3 section, which are OSS 3 and OSS 4. Qwest and AT&T had
4 discussions relating to the third line of this paragraph
5 relating to whether or not interconnection services
6 ought to be included. We had tried to work out -- we
7 were talking through the issues, and AT&T actually
8 suggested that the language be changed as reflected here
9 by taking out the references of retail and unbundled
10 network elements. And also in this section, WorldCom
11 wanted some explanation of how certain disclosures would
12 be made toward the end of this paragraph. Qwest has
13 made those changes, and I believe this paragraph ought
14 to be closed as well.

15 MS. BALVIN: WorldCom concurs.

16 JUDGE RENDAHL: Okay. I'm looking at the
17 issues list, and it looks like we're going through
18 language that you all have agreed is closed in prior
19 workshops; is that correct?

20 MR. CRAIN: Yes, it is. The only -- the one
21 added wrinkle here is that WorldCom was not at the
22 latest workshop where we agreed to most of this
23 language. I believe all of this language has been
24 agreed to between Qwest and AT&T.

25 MS. HOPFENBECK: And that would be the latest

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1 workshop was the multistate workshop, I assume?

2 MR. CRAIN: Yes.

3 MS. HOPFENBECK: Okay.

4 MS. FRIESEN: Could I just get a few facts on
5 the record here in relation to this issue.

6 JUDGE RENDAHL: Sure, I guess my concern, the
7 reason why I was asking this is in past workshops, we
8 haven't spent a great deal of time on closed issues
9 unless it's an issue that the parties need to state on
10 the record. And so I have no objection with us going
11 through this process. I just wanted to confirm that
12 this was, in fact, the way you all wanted to go.

13 MR. CRAIN: We would be fine moving through
14 and just addressing issues that the parties have with
15 any of this language. I don't feel the need to go
16 through all of the closed issues here.

17 MS. HOPFENBECK: I just --

18 JUDGE RENDAHL: Ms. Hopfenbeck.

19 MS. HOPFENBECK: Just to help us, I just want
20 some clarification about what's in Exhibit 755 and how
21 that may differ or not differ from what was admitted
22 last week as Exhibit 788, which was at that point
23 updated or was represented to be the most updated
24 language in the SGAT. I just wanted to find out whether
25 does 755 contain additional changes since Monday, July

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1 9th?

2 MR. CRAIN: I believe the only change that
3 has been made since then is to Section 12.2.6, which is
4 something we will discuss later. Other than that, I
5 think the language is the same. I just put it together
6 this way as an easier reference for the parties.

7 MS. HOPFENBECK: That's helpful.

8 JUDGE RENDAHL: Ms. Friesen.

9 MS. FRIESEN: We don't object to ignoring
10 those issues, so to speak, that have been closed. There
11 are -- while we're talking about contract language, I
12 would just like to get a few facts on the record from
13 Ms. Notarianni. It will be very brief, only where
14 necessary. And then to the extent that we need to
15 confirm that the language that was agreed to is, in
16 fact, brought forward, we would just hold open the
17 opportunity to bring it back to Qwest and say you missed
18 this, for example, because that happens sometimes.

19 JUDGE RENDAHL: And that's fine, I think
20 that's what we have done in other workshops. Again, I
21 don't want to belabor the workshop time and the
22 transcript with matters that you all are fine with.

23 MS. FRIESEN: And neither do we. I only have
24 some facts I would like to just get from Ms. Notarianni
25 briefly on Section 12.1.2 and then move right on.

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1 JUDGE RENDAHL: Okay, let's go.

2 MS. HOPFENBECK: And let me just say that
3 there are some changes we will identify to, for example,
4 12.1.2 that we have just gone through that we don't
5 think made it. We think there are some agreed upon
6 changes that aren't reflected here that Liz will go
7 through after Ms. Friesen is done.

8 JUDGE RENDAHL: Okay.

9 MR. CRAIN: Okay.

10 JUDGE RENDAHL: MS. Friesen.

11 MS. FRIESEN: Ms. Notarianni, I would like to
12 direct your attention to Section 12.1.2. In the first
13 sentence, it explains that the CLEC non-discriminatory
14 access to Qwest OSS for pre-ordering, ordering, and
15 provisioning will be provided by Qwest. With respect to
16 non-discrimination, I would like to understand very
17 quickly if I could what Qwest does for itself with
18 respect to pre-ordering, ordering, and provisioning. Do
19 you have service centers, or are these individual for
20 each state that execute ordering, pre-ordering?

21 MS. NOTARIANNI: Are you asking me are retail
22 centers the same centers as the wholesale centers for
23 each of these categories?

24 MS. FRIESEN: Yes, are they?

25 MS. NOTARIANNI: Okay. It's my understanding

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1 that the pre-ordering and ordering centers, and again it
2 depends on everybody's exact definition of these terms,
3 are separate for wholesale than they are for retail.

4 MS. FRIESEN: Right.

5 MS. NOTARIANNI: The provisioning centers to
6 the extent provisioning is considered the actual
7 assignment of the facilities are the same. They're
8 common across all of the markets for Qwest, wholesale,
9 retail, et cetera.

10 To the extent provisioning is limited to
11 statusing, the statusing actually comes out of the
12 centers that do pre-ordering and ordering for wholesale.
13 We don't really have a similar statusing capability on
14 the retail side, so there's not a -- there's not a
15 comparable there.

16 Maintenance and repair, I'm going to have to
17 -- we might want to defer to Barry possibly on the
18 entire answer to this. I believe that it may be a mix.

19 MS. FRIESEN: Okay.

20 MS. NOTARIANNI: Although I know at one point
21 they were looking at doing some integration of those
22 centers. But as last I understood, the people who took
23 the tickets for the repair side if you were to call in
24 was separate from between wholesale and retail. But I
25 would want to go back and validate and make sure that's

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1 still the case.

2 And billing, gosh, I guess I'm not sure how
3 to answer that. The billing interface is an electronic
4 feed of information you get back, so there's not really
5 a center associated with that.

6 MS. FRIESEN: Okay, so just so I'm clear on
7 what you're saying, Qwest's retail side of the house has
8 service representative centers as opposed to individual
9 representatives in each state; is that correct?

10 MS. NOTARIANNI: That's correct.

11 MS. FRIESEN: And they use the same OSS
12 system, maybe not all the same information that we have,
13 but they're using the same OSS systems that are
14 available to the CLECs; is that correct?

15 MS. NOTARIANNI: Not entirely, no.

16 MS. FRIESEN: Then how do those differ?

17 MS. NOTARIANNI: Our retail service
18 representatives, front end systems, so they're
19 comparable to the IMA graphical user interface or our
20 IMA EDI system is called among, at least in the resident
21 small business market unit, is called SONAR.

22 MS. FRIESEN: Okay.

23 MS. NOTARIANNI: So it's just a different
24 gateway that essentially gives you the same
25 functionality and accesses a lot of the same data bases.

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1 Once you get past that front end gateway piece on either
2 the retail or the wholesale side, the systems are, in
3 fact, the same.

4 MS. FRIESEN: Okay. And these service
5 centers for your retail side service numerous states,
6 not just single states. That was correct, right?

7 MS. NOTARIANNI: Yeah, it varies depending on
8 the markets and where the centers are located and the
9 time of day and various other ways they move around.

10 MS. FRIESEN: And the policies that apply to
11 your retail folks for the use of OSS, when it's
12 available, all of that kind of stuff, how to use it,
13 when to market, things like that, are consistent across
14 your region; is that correct?

15 MS. NOTARIANNI: To the ex -- I guess when
16 you say policies, that's a pretty broad category, but to
17 the extent they're serving the same market I guess, the
18 policies would be the same for those folks even if
19 they're split between more than one center for serving
20 their customers. The policies would be the same.

21 MS. FRIESEN: Okay, when I use the term
22 policies, I'm talking about when the OSS are available
23 to your service representatives on the retail side, they
24 would be available to every individual in the various
25 centers consistently; is that correct? In other words,

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1 somebody in --

2 MS. NOTARIANNI: Yeah, to the best of my
3 knowledge, there's no variation in one center to the
4 next.

5 MS. FRIESEN: And those are consistent with
6 when the OSS systems are available to CLECs; is that
7 correct?

8 MS. NOTARIANNI: I know that we have extended
9 the hours considerably as to when our systems are
10 available to the CLECs, and I honestly think it's beyond
11 when our service reps are actually in there using the
12 systems because of how they schedule our retail service
13 representatives. So minimally, I would say the answer
14 is yes, I think wholesale probably goes beyond what
15 retail currently does somewhat.

16 MS. FRIESEN: Okay, well, all I'm trying to
17 establish really is that what your retail folks do is
18 that they have these centers and they serve various
19 states and they have access to a similar or
20 substantially similar OSS system that CLECs enjoy; is
21 that correct?

22 MS. NOTARIANNI: Right.

23 MS. FRIESEN: Okay. And then finally, with
24 respect to the parity measures and the data and all of
25 that information, that's all going to be judged in the

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1 ROC, is that correct, and not here in this workshop?

2 MS. NOTARIANNI: That's my understanding.

3 MS. FRIESEN: Okay, thank you, that's all I
4 have.

5 JUDGE RENDAHL: Mr. Menezes.

6 MR. MENEZES: Just one question. In 12.1.2,
7 that's where we are, the last line or the last sentence,
8 Qwest shall provide OSS designed to accommodate both
9 current demand and reasonably foreseeable demand. And I
10 wonder, Ms. Notarianni, if you could just explain the
11 process, the steps Qwest goes through to determine
12 reasonably foreseeable demand for the OSS.

13 MS. NOTARIANNI: Just at a very high level,
14 essentially there are two paths that we take into
15 account for projecting demand on the systems. Actually,
16 there's probably three. One is what I would call top
17 down. It's based on product forecasting that other
18 internal organizations at Qwest put together, and we
19 take that and we translate that essentially into what do
20 we think that means in terms of the number of LSRs and
21 the number of transactions given the individual product
22 forecast.

23 There is also probably maybe a heavier driver
24 at this point in time just because forecasts coming the
25 other direction are subject to a little more speculation

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1 and variation I guess. We take a look at historical
2 numbers and trends, and that's where you actually not
3 only get into the numbers of LSRs that are being
4 processed, the number of transactions that go through
5 the systems split by how many of them come over our
6 graphical user interface versus our EDI system, for
7 example.

8 But we also take a look at technical issues
9 like what kind of CPU capacity are we running at, among
10 other things. And then we project out two years. Every
11 month we go through this cycle and we project out 24
12 months what we think that load is going to be, the
13 capacity is going to be. And then, if necessary, if we
14 feel like there needs to be an addition made to whether
15 it's the hardware, the application, whatever the case
16 may be, then we go through our internal growth
17 processes, capacity growth processes, within our
18 information technologies organization to build and add
19 more equipment or whatever the case may be.

20 So at a high level, that's the process and
21 how it's directed, and if there's any other information
22 that comes in to us, for example, there's information at
23 static points in time that come in off of new customer
24 questionnaires from CLECs, there may be information that
25 comes in from the CLECs due to the fact that they're

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1 moving through their own EDI development life cycle with
2 us, they give us projections of how many transactions
3 they're going to be expecting to run per month, for
4 example, we will continue to take that kind of ad hoc
5 data into account each month as we relook at the
6 capacity.

7 MR. MENEZES: So the last category, CLEC
8 questionnaires, maybe customer questionnaires, maybe
9 product questionnaires, and CLEC projections on numbers
10 of transactions, you don't routinely get -- you referred
11 to that as ad hoc, so that's intermittently part of the
12 process or --

13 MS. NOTARIANNI: It depends on what it comes
14 from. If, for example, it's a CLEC new customer
15 questionnaire, generally they're going to put that
16 together when they're first coming -- a CLEC is first
17 coming into a market in a particular state. And there's
18 generally, not always, going to be a projection of what
19 kind of product and the number of LSRs they think
20 they're going to generate per month or the number of
21 lines they think are going to be in existence.

22 And we do have a technical implementation
23 team that at least on a quarterly basis goes back and
24 asks each of the CLECs that are in business, do they
25 have any additional information for us or do they want

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1 to modify it. We don't always get that information. We
2 probably rarely get updates on that information, so that
3 becomes a very static point in time.

4 Our EDI development team continually as a
5 CLEC is developing their interface and until they're
6 into production are working generally with that CLEC on
7 a weekly basis. So right up to the point at which
8 they're put in production, that information they're
9 providing us about what their load and usage is going to
10 be may change. So you may get new information on that
11 as often as once a month. So it just varies. But they
12 aren't things that we every single month get new
13 projections on on all of those that we can take into
14 account in the planning phase. We take it into account
15 when it exists and when new information is there.

16 MR. MENEZES: Thank you.

17 MS. NOTARIANNI: You bet.

18 JUDGE RENDAHL: Who has joined us on the
19 bridge line?

20 MR. ORREL: This is Barry Orrel.

21 JUDGE RENDAHL: Good morning, Mr. Orrel.

22 MR. ORREL: Good morning.

23 JUDGE RENDAHL: We are working through some
24 OSS issues, and Mr. Wilson is not yet on the line. When
25 he's on the line, we will conclude the issue we're

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1 working on and turn to the embargo language issues that
2 you all have.

3 MR. ORREL: Sounds good.

4 JUDGE RENDAHL: Okay, so just hang in there.

5 So are there any modifications then to 12.1.2
6 that you all think are necessary, or is this language
7 acceptable with the explanations that Ms. Notarianni has
8 given you?

9 MR. MENEZES: I don't have any language
10 changes to propose, so the language is fine.

11 JUDGE RENDAHL: Okay, so at this point, it
12 looks like there's agreement also on Section 12.1.2
13 that's included in Ms. Notarianni's Exhibit 755.

14 MR. CRAIN: Yes, actually, I believe we have
15 agreement on the language, the following paragraphs up
16 to Section 12.2.1.6, which is language -- 12.2.1.6 and
17 12.2.1.7 are issues OSS 8, 9, and 12. WorldCom asked us
18 to add some language regarding differences between or
19 deviations that our systems may have from national
20 standards or guidelines, and we have added language to
21 those two paragraphs as requested by WorldCom.

22 JUDGE RENDAHL: And this is concerning access
23 service request or ASR ordering processes --

24 MR. CRAIN: Yes.

25 JUDGE RENDAHL: -- and facility based EDI

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1 listing?

2 MR. CRAIN: That is correct.

3 JUDGE RENDAHL: Okay.

4 Ms. Hopfenbeck or Ms. Balvin.

5 MS. BALVIN: WorldCom is fine with those

6 changes. If I could, I would like to just back up to an

7 issue that isn't identified in this summary sheet.

8 JUDGE RENDAHL: Okay.

9 MS. BALVIN: It's regarding Section 12.2.3.1,
10 interface availability.

11 JUDGE RENDAHL: Okay, I'm not sure we're
12 there yet.

13 MS. BALVIN: I thought we skipped all the way
14 down to 12.2.6, I apologize.

15 JUDGE RENDAHL: I'm sorry, maybe we are
16 there. I was looking at 12.2.1.6, maybe I didn't go far
17 enough.

18 MR. CRAIN: Yeah, we're --

19 MS. BALVIN: Oh, I apologize.

20 JUDGE RENDAHL: Okay.

21 MS. BALVIN: Skipping ahead, I thought he
22 said 12.2.6.

23 JUDGE RENDAHL: Okay.

24 So for the language that appears in 12.2.1.6
25 and 12.2.1.7, at least OSS issues 8 and 9, WorldCom

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1 finds that language acceptable?
2 MS. BALVIN: Yes.
3 JUDGE RENDAHL: And so those issues would be
4 closed?
5 MS. HOPFENBECK: Yes.
6 JUDGE RENDAHL: Okay.
7 And then, Mr. Crain, you also mentioned OSS
8 issue 11, and that's 12.2.1.6, so that closes that issue
9 as well?
10 MR. CRAIN: It's actually OSS issue 12, I
11 think.
12 JUDGE RENDAHL: Okay.
13 MR. CRAIN: Yeah.
14 JUDGE RENDAHL: So 8, 9, and 12 would then be
15 closed? I'm just trying to track this here.
16 MR. CRAIN: Yes.
17 JUDGE RENDAHL: Okay.
18 MR. CRAIN: And it looks like --
19 JUDGE RENDAHL: And then --
20 MR. CRAIN: Oh, I'm sorry.
21 JUDGE RENDAHL: No, go ahead.
22 MR. CRAIN: It looks like Mr. Finnegan had
23 something to say.
24 JUDGE RENDAHL: Okay, Mr. Finnegan, let's not
25 cut you off.

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1 MR. FINNEGAN: I apologize if I'm going out
2 of order. This is a clarifying question on OSS 5. It's
3 in reference to Section 12.2.1.4. Certainly recognize
4 that Qwest has added the language that AT&T suggested on
5 pre-order functionality, but since the time we proposed
6 the language, it has come to my attention that there may
7 be other pre-order capabilities that Qwest is providing
8 that's not on the list, CFA assignment, meet point, and
9 DSL resale; is that correct?

10 MS. NOTARIANNI: That's correct, and we are
11 wondering why you forgot last time.

12 MR. FINNEGAN: Well, now you know, I forgot.

13 MS. NOTARIANNI: You want us to add in a
14 sentence on those items, we can.

15 MR. FINNEGAN: Or there may be three separate
16 subsections to follow the format of the other pre-order
17 functionality.

18 JUDGE RENDAHL: And this is in 12.2.1.4.2?

19 MS. NOTARIANNI: Right.

20 MR. FINNEGAN: Well, I think it's in
21 12.2.1.4.

22 MS. NOTARIANNI: Right.

23 MR. CRAIN: So the three things are CFA
24 assignment.

25 MR. FINNEGAN: CFA assignment.

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1 MR. CRAIN: Okay.

2 MR. FINNEGAN: Meet point, and DSL resale.

3 And if you --

4 MS. NOTARIANNI: Do you mean by that the loop
5 qual capability around that DSL retail?

6 MR. FINNEGAN: I'm not sure what I mean. I
7 was looking at some stuff that came in in Arizona, and
8 to indulge my bad memory, if I have forgotten anything
9 else, I would appreciate it if you include that on the
10 list.

11 MR. CRAIN: Yeah, I think what you're talking
12 about in terms of DSL resale is the qualification tool.

13 JUDGE RENDAHL: The loop qualification tool
14 listed in 12.2.1.4.1.7?

15 MR. CRAIN: There are actually two. There's
16 one for loop qualification which gives underlying
17 information so that CLECs can provide their DSL services
18 over a loop, but if they're resaling our services, they
19 would be using our standards and our specific tool. So
20 there is a resale tool for resale that's separate from
21 the loop qualification tool.

22 JUDGE RENDAHL: Okay, so is it my
23 understanding that Qwest will agree to add these
24 particular sections as subsections of 12.2.1.4?

25 MR. CRAIN: Yes, and we should be able to

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1 bring back language after lunch to provide that.

2 JUDGE RENDAHL: Okay, thank you.

3 MS. BALVIN: Can I please ask just a

4 clarifying question regarding that section.

5 JUDGE RENDAHL: Please go ahead.

6 MS. BALVIN: 12.2.1.4.2.3.1 states, when CLEC
7 places a manual order for services or products for which
8 Qwest accepts manual orders. I'm curious what orders
9 would not be accepted manually, and my concern is in the
10 event there is an OSS failure or outage that CLECs have
11 the capability of backing up their orders via manual
12 process.

13 MS. NOTARIANNI: And currently I wouldn't
14 disagree. I don't think there's anything for which we
15 don't accept the manual request. So I don't think there
16 is, in the event of a systems outage, this precludes it.

17 MS. HOPFENBECK: Is there any need for that
18 clause in this provision? It says meet, can that be
19 deleted, Qwest and -- that clause, for services or
20 products for which Qwest accepts manual orders doesn't
21 seem to be necessary if there's no limitation.

22 JUDGE RENDAHL: Mr. Wilson, have you joined
23 us?

24 MR. ORREL: This is Mr. Orrel. I just got a
25 call from Ken, and he indicated he can not get in on the

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1 bridge, but he is dialing the correct number. Anybody
2 have any ideas or suggestions?
3 JUDGE RENDAHL: We will investigate that.
4 Which number is he calling in on?
5 MR. ORREL: (360) 664-3846.
6 JUDGE RENDAHL: Okay, we will investigate and
7 see how many ports are open. There should be sufficient
8 number of ports.
9 MR. ORREL: Okay, I will let him know.
10 JUDGE RENDAHL: Thank you, Mr. Orrel, for
11 letting us know.
12 MR. ORREL: Okay.
13 JUDGE RENDAHL: Do you have Mr. Wilson's
14 number, Mr. Orrel?
15 MR. ORREL: Pardon me?
16 JUDGE RENDAHL: Do you have Mr. Wilson's
17 number?
18 MR. ORREL: Yes, he's on (303) 601-4597.
19 JUDGE RENDAHL: Okay, thank you.
20 MR. ORREL: You bet.
21 JUDGE RENDAHL: Let's be off the record for a
22 moment.
23 (Discussion off the record.)
24 JUDGE RENDAHL: Was there a language proposal
25 being made, Ms. Balvin, and which section are we

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1 proposing that to?
2 MS. HOPFENBECK: WorldCom is proposing that
3 the phrase, for services or products for which Qwest
4 accepts --
5 JUDGE RENDAHL: Which section are we on
6 before we --
7 MS. HOPFENBECK: I was just -- that was going
8 to be the thing that followed that statement, sorry.
9 JUDGE RENDAHL: Oh, okay.
10 MS. HOPFENBECK: I just didn't put it in the
11 right order.
12 JUDGE RENDAHL: That's okay.
13 MS. HOPFENBECK: In Section 12.2.1.4.2.3.1.
14 JUDGE RENDAHL: Okay.
15 MS. HOPFENBECK: WorldCom is proposing that
16 the phrase, for services or products for which Qwest
17 accepts manual orders, be deleted, so that the provision
18 would simply read, when CLEC places a manual order,
19 Qwest shall provide notification, et cetera.
20 MS. NOTARIANNI: And that's fine with Qwest.
21 MR. CRAIN: And to show our generosity, we
22 will also take that out of 12.2.1.4.2.2.1.
23 JUDGE RENDAHL: Is that acceptable as well?
24 MS. NOTARIANNI: Yes.
25 MS. YOUNG: This is Barb Young. Mr. Crain,

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1 could you repeat that, the mikes are cutting in and out,
2 I'm sorry.

3 MR. CRAIN: Yes, I'm sorry. On Section
4 12.2.1.4.2.2.1, we're taking out in the first and second
5 lines the words, for services or products for which
6 Qwest accepts manual orders.

7 MS. YOUNG: Thank you.

8 JUDGE RENDAHL: Okay, with those changes to
9 the subsections of 12.2.1.4.2 and the suggestion made by
10 AT&T to add three sections to 12.2.1.4, and I understand
11 that language will come back after lunch, is there
12 anything further on Section 12.2.1.4?

13 MR. FINNEGAN: This is John Finnegan, I've
14 got a clarifying question. In Section 12.2.1.4.2.1,
15 there have been language added concerning out of hours
16 provisioning, and at the last multistate workshop, I
17 believe there was an action item to provide a late filed
18 exhibit on what the terms and conditions for obtaining
19 out of hours provisioning would be. Did Qwest ever
20 provide that late filed exhibit in the multistate, and
21 if not, I would like to request that it be provided
22 here.

23 MR. CRAIN: I believe we have not yet sent
24 that. We will provide it here. There are three Web
25 sites. I don't know if you want me to read them, they

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1 are quite long. So we will send that late filed exhibit
2 here as well.

3 MR. FINNEGAN: Thank you.

4 JUDGE RENDAHL: Mr. Crain, maybe I would make
5 a suggestion of having copies available and marking that
6 after lunch as well, if that's acceptable.

7 MR. CRAIN: I will attempt to do that.

8 Downloading and printing a Web site and these particular
9 Web sites may be difficult, but we'll try.

10 JUDGE RENDAHL: Oh, okay, so it's more of a
11 reference to a Web site that we need to include in the
12 proceeding?

13 MR. CRAIN: My suggestion is what I will do
14 is after lunch have a one page exhibit that lists the
15 Web sites, and if we can't actually get the printed
16 versions, we will send those as a late filed exhibit.
17 But at a minimum, after lunch we will have a reference
18 that we can add that lists the three Web sites.

19 JUDGE RENDAHL: Thank you.

20 Is there anything further on this Section
21 12.2.1.4 and subsections?

22 Okay, hearing nothing, let's be off the
23 record for a moment.

24 (Discussion off the record.)

25 JUDGE RENDAHL: While we were on a break, we

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1 had some technological difficulties, but I think we now
2 have all the necessary witnesses on the phone.

3 Mr. Orrel of Qwest and Mr. Wilson of AT&T
4 have joined us. We still have Ms. Young and Mr. Butler
5 on the line; is that correct? Ms. Young?

6 MS. YOUNG: Yes.

7 JUDGE RENDAHL: And Mr. Butler?

8 MR. BUTLER: Yes, I'm here.

9 JUDGE RENDAHL: Okay, good, just checking.

10 Mr. Orrel and Mr. Wilson, you're still under
11 oath in this proceeding, and we're going to turn to a
12 discussion of maintenance and repair. It was designated
13 as maintenance and repair issue 33 on our general terms
14 and conditions and maintenance and repair issues log,
15 and that's identified with the SGAT reference of
16 12.3.23.2. Now, Mr. Orrel, you explained that because
17 of -- in order to address the issue, a new SGAT section
18 was created to deal with the issue, and that is
19 12.3.24.4; is that correct?

20 MR. ORREL: No, it's 12.3.24.

21 JUDGE RENDAHL: As a whole?

22 MR. ORREL: As a whole, that whole section is
23 new to the SGAT as a result of our discussion.

24 JUDGE RENDAHL: Okay.

25 MR. ORREL: In other jurisdictions.

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1 JUDGE RENDAHL: So in order to address this
2 section, Mr. Orrel or Mr. Wilson, who needs to go first?
3 MS. FRIESEN: Mr. Wilson.
4 JUDGE RENDAHL: Mr. Wilson, Ms. Friesen says
5 Mr. Wilson needs to go first.
6 MR. ORREL: And I would defer to Ms. Friesen.
7 MS. FRIESEN: Thanks, Barry.
8 MR. ORREL: You're welcome.
9 MS. FRIESEN: Ken.
10 MR. WILSON: Yes.
11 MS. FRIESEN: This is Letty, could you do us
12 -- do two things for us, please. First, would you
13 explain what kind of materials you have examined in
14 support of and preparation of this language. And then
15 if you would briefly give an overview of how the
16 language works and what it's meant to do, I think that
17 would be helpful for the record.
18 MR. WILSON: Yes, I consulted operations
19 manuals from both Lucent for 5ESS switches and Nortel
20 for DMS switches, looking at the processes that they use
21 primarily for software and hardware generic upgrades.
22 Originally the language that Qwest had proposed, we
23 weren't sure exactly which kinds of changes they were
24 referring to, and so we took the original language that
25 Qwest had proposed and did some modifications clarifying

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1 that switch conversions are really when you change, for
2 instance, a 1A analog switch and change it out for a
3 5ESS digital switch or for a major frame conversion
4 where you would, for instance, be changing from a main
5 distribution frame to a COSMIC frame, for instance.

6 And that those are the types of major
7 changeouts that would require an embargo and a quiet
8 period, not a general software or hardware upgrade to a
9 local switch or the addition of switch modules for extra
10 capacity do not really require such extreme embargoes or
11 quiet periods.

12 So we modified the language that Qwest had
13 provided. Mr. Orrel had some time to look it over, and
14 he had some additional modifications to the language
15 that we had proposed. And Mr. Orrel and I had a chance
16 to talk a few moments ago and I think between us made a
17 few additional modifications. And I think between us,
18 we're in pretty good agreement on what needs to happen
19 here.

20 MS. FRIESEN: Ken, if you would just clarify
21 for the record, what is an embargo and what is a quiet
22 period?

23 MR. WILSON: Okay. An embargo would be a
24 period of time during which Qwest would not want the
25 CLEC to add additional trunks to the switch. So there

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1 would be an embargo on new orders for trunking, and
2 there's some periods stated in the language for that.
3 And a quiet period would be a time when order activity
4 would essentially be in stasis.

5 I would add that for both of these
6 situations, a switch conversion and a frame conversion,
7 Qwest would require the CLEC to actually work with Qwest
8 in doing what's called trunk rolls. You roll the trunks
9 from one frame or one switch onto the other one, so
10 there would be order activity, but it would generally be
11 activity transferring the trunks from one frame or
12 switch to the other. So maybe Mr. Orrel might have a
13 few extra words to add to that.

14 MR. ORREL: No, basically we're talking about
15 the conversion orders that we accept at a pre-specified
16 time before the conversion that takes the trunks from
17 one switch, the old switch, to the new switch in a
18 coordinated fashion.

19 MS. FRIESEN: Then I guess I would propose
20 that we go through the language at this point. And all
21 we have, Ken and Barry, today in front of us is what's
22 been marked for identification as Washington Exhibit
23 850. It is the original language that AT&T distributed
24 to you, Barry, I think on Friday, so to the extent that
25 you and Ken have made modifications to that, you may

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1 have to walk us through that language.

2 JUDGE RENDAHL: Okay, now I have received --
3 I had marked, this is Judge Rendahl, I had marked as
4 Exhibit 850 a version that I received from the parties
5 and from Ms. Friesen via E-mail, but I have just
6 received a marked up version; is that correct,
7 Mr. Crain?

8 MR. CRAIN: Yes, that is correct.

9 JUDGE RENDAHL: And so this would be 851, I
10 assume.

11 MR. CRAIN: Yes, this would be Exhibit 851.

12 MS. FRIESEN: Wait a minute, 852.

13 JUDGE RENDAHL: Okay, so the marked up
14 version of Section 12.3.24 is Exhibit 852. Now do
15 Mr. Orrel and Mr. Wilson both have this?

16 MR. ORREL: Yes, I believe we do. I think
17 it's our redlined version that we have been working
18 from.

19 JUDGE RENDAHL: Yes, and there's, on page
20 two, there's a note, Ken, Letty, does this make sense,
21 and that's stricken out. I'm not sure that was intended
22 to be in there, but it's in there.

23 MR. ORREL: I don't think it was intended to
24 be part of the exhibit, no.

25 JUDGE RENDAHL: Okay, I just wanted to make

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1 sure I had the right version. Okay, is there any
2 objection to the admission of 852?

3 MS. FRIESEN: Your Honor, could I just check
4 with -- confirm with Ken Wilson that he got this. I had
5 a call from their attorney Mary Rose late last night,
6 early yesterday that he hadn't yet received it.

7 So, Ken?

8 MR. WILSON: Yes, Barry and I had looked at
9 it this morning.

10 MS. FRIESEN: Okay, great.

11 MR. ORREL: Mary had a server problem, much
12 similar to the conference bridge problem. I think I'm
13 the common denominator here.

14 JUDGE RENDAHL: All right, well, if there's
15 no objection, I will admit it as Exhibit 852, and let's
16 work from that version. Okay, it will be admitted.

17 MS. FRIESEN: As between Mr. Wilson and
18 Mr. Orrel, I guess I would suggest that whoever made
19 these revisions probably ought to be the one to discuss
20 it, because I'm kind of out of the loop on how this
21 happened.

22 JUDGE RENDAHL: No pun intended.

23 MS. FRIESEN: Right.

24 MR. ORREL: Well, I will give it a stab at
25 that, and I'm going to try to characterize the issue

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1 here as succinctly as I can. When testimony was first
2 filed around Qwest embargoes, the issue, I believe, was
3 the interval associated with the embargo. Then we had
4 some discussion in other jurisdictions regarding
5 specific incidences of customers losing service as a
6 result of frame conversions in one particular
7 jurisdiction and the need to have specific language
8 associated with, for example, local number portability,
9 disconnect orders included in the SGAT so that that
10 activity doesn't result in the future in customers
11 losing service. So Qwest added that language to the
12 SGAT to try to remedy that situation.

13 And then getting back to the interval issue,
14 there was a version, an AT&T version of proposed
15 language for Section 12.3.24, which I'm not sure of the
16 exhibit number.

17 Is it 851, Letty?

18 MS. FRIESEN: Yes, AT&T's original was 850
19 and yours is 852.

20 MR. ORREL: Okay, so Exhibit 850 contains
21 AT&T's proposed language for 12.3.24 with the
22 significant items included in the language are around a
23 shorter interval for embargoes than what Qwest was
24 proposing and what Qwest provides for itself today.
25 Upon receiving the proposed language, Qwest has been for

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1 a short period of time investigating shortening the
2 intervals associated with conversions, in part because
3 the number of conversions that have taken place in the
4 past is decreasing dramatically in the near future. In
5 other words, this type of conversion activity is going
6 to become more rare in our network. And with the
7 lessening of the load for the work forces, Qwest feels
8 that the intervals for the embargo, the 30 day interval,
9 is appropriate for inclusion in the SGAT.

10 AT&T has also recommended a two day embargo
11 after the conversion date, and Qwest is requesting that
12 we maintain the five day interval that we have had in
13 the past, in part to ensure that the switch synchs up
14 and is working properly before we accept new orders and
15 changes to existing service.

16 In addition, for quiet periods, orders on the
17 line side of the switch, if you will, AT&T for frame
18 conversions had asked for a quiet period that was just
19 two days before and two days after the frame conversion.
20 And from the Qwest perspective, oftentimes frame
21 conversions are simultaneous switch conversions. We
22 would request that we maintain the same interval for the
23 quiet period that we have for the switch for the frame
24 conversions, which is five days prior to the conversion
25 until two days after. And again, this is in parity with

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1 what Qwest does for itself and its end user customers.
2 Then if you would like, we can go, Letty,
3 through each of the sections and the redline that I have
4 added; is that what you would like to see me do?

5 MS. FRIESEN: Actually, Barry, I will leave
6 that to the discretion of the Judge and the other
7 parties in the room. I would like to hear from
8 Mr. Wilson on the changes to the quiet periods, the
9 days, but --

10 MR. ORREL: Well, there was one other change
11 before we let Mr. Wilson speak. There is a 30 day
12 embargo that's associated with converting trunks on a
13 frame or switch conversion when we're converting them in
14 a like for like fashion. In other words, the trunks and
15 their configurations in the old switch are simply mapped
16 and mirrored in the new switch, that's a like for like
17 conversion.

18 If a CLEC would like to make changes such as
19 trunk capacity augments or additions or modifications to
20 the trunk characteristics, and when we say trunk
21 characteristics, we're talking about things like
22 changing from AMI to B8ZS or 56 kilobyte to 64 clear
23 channel, those orders would have to be in place 60 days
24 prior to the conversion if the CLEC wanted those changes
25 in the new switch.

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1 JUDGE RENDAHL: Mr. Orrel.
2 MR. ORREL: Yes.
3 JUDGE RENDAHL: Could you state what BAZS
4 means on the record?
5 MR. ORREL: B8, that's binary 8 zero
6 substitution, I believe.
7 Is that correct, Ken?
8 MR. WILSON: Yes, that's correct.
9 JUDGE RENDAHL: Thank you.
10 MR. ORREL: And it's simply a form of
11 formatting on the trunk itself, single formatting.
12 MR. WILSON: It allows for ISDN actually.
13 JUDGE RENDAHL: Thank you for the
14 clarification.
15 MR. ORREL: Okay, I think I'm done.
16 Ken.
17 MR. WILSON: Yes, the major issue for AT&T
18 was that in the original Qwest language, it seemed like
19 the embargo and the quiet period were being requested
20 for hardware and software upgrades as well as the
21 changeout of switches and frames, and that was the main
22 thing that we were concerned about. And now that the
23 language has been cleaned up and clarified, Qwest has
24 agreed to accept in -- that the 30 and 60 day embargo
25 does not apply to generic hardware and software upgrades

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1 or the addition of capacity.

2 We did, Barry and I, did talk this morning
3 about a very rare circumstance where it's possible a
4 shorter embargo or quiet period was needed, would be
5 needed if there were hardware or software upgrades that
6 had large numbers of translation issues.

7 But we have adjusted the language for that,
8 and I think at this point since, as Mr. Orrel stated,
9 the changeout of the switch or the changeout of a frame
10 is very rare, that we can agree pretty much to the
11 language as they're proposing it, the changes to our
12 language here.

13 JUDGE RENDAHL: So, Mr. Wilson, are you in
14 agreement then with all of the language in Exhibit 852?

15 MR. ORREL: I think we need an Exhibit 853.

16 MR. WILSON: Yes.

17 MR. ORREL: Because we have some very minor
18 changes, and I sent those to Joanne Radje just before we
19 got on the phone. So I think with Exhibit 853, Ken, I
20 cc'd you on that, I think that would be -- that would
21 reflect our agreed to language.

22 JUDGE RENDAHL: Which section are you
23 modifying?

24 MR. ORREL: We modified Section 12.3.24.3.
25 In the first sentence after the word conversion, we

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1 deleted is the. It was a grammatical correction.
2 JUDGE RENDAHL: That appears in this.
3 MR. ORREL: That is shown as deleted?
4 JUDGE RENDAHL: Okay, I -- it reads right now
5 with the strikeouts, the conversion date, and that's in
6 quotes, is a switch or frame conversion planned day of
7 cutover to the replacement frames or switches or switch.
8 MR. ORREL: Okay, it sounds like 852 then is
9 the most current. Let's just verify that by looking at
10 Section 12.3.24.8, and if --
11 MR. WILSON: The word typically doesn't
12 appear in the first sentence.
13 JUDGE RENDAHL: I'm sorry, I missed you, Ken,
14 on that one.
15 MR. WILSON: Well, in the first sentence in
16 that first paragraph, is there the word typically in it
17 or not?
18 MR. ORREL: Between upgrades and are not.
19 JUDGE RENDAHL: No, it is not there.
20 MR. ORREL: Okay, then 852 I believe is the
21 correct language.
22 JUDGE RENDAHL: So there is no need for an
23 updated version of this?
24 MR. ORREL: No, ma'am.
25 JUDGE RENDAHL: Okay, so this language then

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1 is agreed to between Qwest and AT&T?
2 MS. FRIESEN: That's correct.
3 JUDGE RENDAHL: Okay. Well, thank you all
4 for your hard work on this.
5 Mr. Menezes has a question, and so does
6 Ms. Hopfenbeck.
7 MR. MENEZES: I do, thank you. This is a
8 question for Mr. Orrel. In 12.23.24.5 and 6, it's the
9 last sentence, it's parity language, we have referred to
10 it as parity language, that:
11 Qwest shall identify the particular
12 dates and locations for frame conversion
13 embargo periods in its ICON data base.
14 JUDGE RENDAHL: Could you slow down just a
15 bit while reading.
16 MR. MENEZES: Yes.
17 In substantially the same time and
18 manner as Qwest notifies itself, its end
19 user customers, affiliates, or any other
20 party.
21 JUDGE RENDAHL: Good morning, who has joined
22 us on the bridge?
23 BRIDGE VOICE: Oh, I'm sorry, I must have
24 dialed the wrong number, thanks.
25 MR. MENEZES: And there was proposed language

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1 there that is stricken now:

2 But in no event later than the time

3 Qwest employees are responsible for

4 frame conversions become aware of such

5 frame conversions.

6 And my question, Barry, is how does Qwest

7 interpret this parity language? I mean when will a CLEC

8 be notified? Because of all the considerations a CLEC

9 has in terms of how to deal with a conversion, when will

10 we know? I'm just trying to get it from a practical

11 standpoint, who makes the notification and when, how far

12 in advance of the process do you see it happening with

13 just this parity language and not the qualifier that's

14 been stricken?

15 MR. ORREL: The qualifier that was stricken,

16 Mitch, was from my perspective or from Qwest's

17 perspective a little far reaching. For example, that

18 would imply that in the planning stage or in the request

19 for price stage of a switch conversion that we would

20 have to provide an embargo period to the CLECs, where at

21 that point we don't even know what it is, it's too early

22 in the game.

23 And what we're trying to do with the "parity

24 language" is state that, look, you know, some of our

25 internal planning groups are going to know about the

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1 switch conversion very early on, but the people within
2 Qwest, for example, that build trunks for our own
3 interoffice facilities or our retail customers aren't
4 necessarily going to be aware of it at that time. What
5 we're trying to do is state here that when that embargo
6 information is locked in, it's placed on a Web site for
7 our retail customers, it's placed on a Web site for our
8 wholesale customers, that's going to be done at the same
9 time as soon as that embargo date is or a period is
10 locked in.

11 MR. MENEZES: Okay. So you're equating
12 notice to a retail customer to notice to a wholesale
13 customer with respect to these conversions?

14 MR. ORREL: Right, which is also the same
15 notice we have for our own internal use as far as when
16 we can and can not issue our own trunk orders. It goes
17 beyond retail and wholesale.

18 MR. MENEZES: Well, and that's -- that's what
19 I'm getting at. I don't see necessarily an equivalency
20 between when you would notify a retail customer and when
21 you would notify a wholesale customer. I think the more
22 equivalent comparison is going to be the wholesale
23 customer to the groups within Qwest that do the same
24 kind of functions the wholesale customers do like
25 ordering trunks and doing trunk planning, that kind of

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1 thing. That's what I want --

2 MR. ORREL: It's my understanding -- I'm

3 sorry.

4 MR. MENEZES: That's what I wanted to
5 establish, that that is in your mind the point in time
6 when the CLEC would also be notified.

7 MR. ORREL: Yes, and the intent of the word
8 itself I think all along as we talked about maintenance
9 and repair was to take into account Qwest's own internal
10 processes separate from its retail, in other words, its
11 own interoffice facilities for trunking would be an
12 example here. Yes, so that is the intent, Mitch.

13 MR. MENEZES: Okay, thank you, I appreciate
14 that clarification.

15 MR. ORREL: You bet.

16 JUDGE RENDAHL: Ms. Hopfenbeck.

17 MS. HOPFENBECK: I would just like to -- we
18 would like an opportunity to run this revised language
19 by the provisioning people at the company. I don't
20 expect that there's going to be a problem, but I just
21 want to run this new language by them and make sure that
22 we're okay with it and probably most important don't
23 have any questions that it arises, questions that we
24 need clarification on. And so I would like the ability
25 to come back to the follow-up workshop and just -- on

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1 this.

2 MR. CRAIN: I would assume you would give us
3 notice before then that you have questions.

4 MS. HOPFENBECK: If we're getting problems,
5 I'll get in touch with you, Andy, and try to work them
6 out before that time.

7 MR. CRAIN: Okay.

8 JUDGE RENDAHL: Then we'll list this as
9 agreement between AT&T and Qwest with a take back by
10 WorldCom on this issue. Is that acceptable?

11 Okay, well, thank you all for your efforts,
12 Mr. Orrel and Mr. Wilson and whoever else was involved,
13 in working through the issue on embargo and embargo
14 language. Did you all have other language or issues we
15 needed to discuss this morning, Mr. Wilson and
16 Mr. Orrel?

17 MR. WILSON: Your Honor, when were we going
18 to discuss microwave collocation?

19 JUDGE RENDAHL: Let's be off the record for a
20 moment, and then we will come back on. Let's be off the
21 record.

22 (Discussion off the record.)

23 JUDGE RENDAHL: While we were off the record,
24 Mr. Orrel, you indicated that there were some changes we
25 needed to make to the existing SGAT lite in Washington,

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1 which I believe is Exhibit 788; is that correct?
2 MR. ORREL: Yes, ma'am.
3 JUDGE RENDAHL: Okay, please go ahead.
4 MR. ORREL: Okay, we need to delete the
5 following sections from the SGAT lite for Washington.
6 The sections are 12.3.23.2.1 through 6.
7 JUDGE RENDAHL: Okay, could you repeat that.
8 MR. ORREL: Yes, 12.3.23.2.1 through 6, and I
9 can repeat each one individually if you would like.
10 JUDGE RENDAHL: So 12.3.23.2.1 through .6?
11 MR. ORREL: Yes, ma'am.
12 JUDGE RENDAHL: So those six.
13 MR. ORREL: Those are no longer necessary
14 with the inclusion of the new Section 12.3.24 that we
15 just agreed to.
16 JUDGE RENDAHL: Okay.
17 And then, Ms. Friesen, you had a few
18 clarifying issues or Mr. Menezes.
19 MR. MENEZES: Yes, I will do it, thank you.
20 Also, Barry, if we look at 12.3.23.3 --
21 JUDGE RENDAHL: And that's in Exhibit 788?
22 MR. MENEZES: The SGAT lite, is it 788?
23 JUDGE RENDAHL: Yes.
24 MR. MENEZES: I believe that's right.
25 JUDGE RENDAHL: Yes.

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1 MR. MENEZES: I think that can come out as
2 well, because the same statement is made in 12.3.23.2.
3 It's the new language about the fourth line down,
4 although Qwest normally does major switch maintenance.

5 MR. ORREL: Yes, you're absolutely right,
6 Mitch, we could delete 12.3.23.3.

7 MR. MENEZES: Okay. And one other comment,
8 in 12.3.23.1, you know, that section talks generally
9 that Qwest performs major switch maintenance activities
10 off hours during certain maintenance windows, and then
11 it goes on to state that:

12 Major switch maintenance activities
13 include switch conversions, switch
14 generic upgrades, and switch equipment
15 additions.

16 And I'm not sure what to do with this. I
17 think, and I guess this is the thing to just be clear
18 about, that statement in and of itself is perhaps some
19 level of clarification, but when we get to 12.3.24,
20 that's where sort of the rubber meets the road as to
21 what is the impact on CLECs of any of those given items.

22 MR. ORREL: Now, Mitch, we're talking about
23 two things though. One is maintenance windows, when
24 we're actually going to perform the activity, and the
25 other is service orders and how they're handled before

05258

1 and after conversions in particular.

2 MR. MENEZES: Okay, so this additional
3 sentence then just helps to let everyone know, CLECs
4 know, that those activities will be done during those
5 windows generally speaking from 10:00 p.m. to 6:00 a.m.

6 MR. ORREL: Right, I believe AT&T asked for a
7 clarification on what major switch maintenance was.

8 MR. MENEZES: Right.

9 MR. ORREL: And that was a statement intended
10 to address that question.

11 MR. MENEZES: And I think that takes care of
12 it, thank you.

13 MR. ORREL: You bet.

14 JUDGE RENDAHL: Okay. And then the entirety
15 of Section 12.3.24 in the SGAT lite would be -- we would
16 substitute Exhibit 852 for that entire section, correct?

17 MR. ORREL: Yes.

18 JUDGE RENDAHL: Okay. Does that cover what
19 we need to address on this particular issue,
20 Ms. Friesen? Did you have anything additional for
21 Mr. Wilson?

22 MS. FRIESEN: No, that covers it, thank you.

23 JUDGE RENDAHL: Okay, let's turn now to
24 microwave collocation issues. I have received proposed
25 revisions from AT&T as well as language from Qwest, and

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1 let's quickly be off the record to discuss where this
2 all fits into the exhibits.

3 (Discussion off the record.)

4 JUDGE RENDAHL: While we were off the record,
5 we identified two different documents for the record,
6 Qwest's proposals for changes to Section 8.2.4.9 of the
7 SGAT addressing microwave entrance facilities is marked
8 as Exhibit 812. And AT&T's proposed revisions to that
9 same section are marked as Exhibit 958.

10 Are there any objections to admission of
11 these proposals on the record?

12 Hearing nothing, they will be admitted.

13 Okay, who wants to start on this?

14 Oh, and I will need to swear you in,

15 Ms. Bumgarner. Ms. Margaret Bumgarner is here for Qwest
16 in this workshop. She has been previously sworn in
17 other workshops, but we will swear you in today.

18 (Whereupon MARGARET BUMGARNER was sworn as a
19 witness herein.)

20 JUDGE RENDAHL: Okay, let's go ahead, and
21 Ms. Anderl, do you wish to start, or how do we want to
22 handle this?

23 MS. ANDERL: Your Honor, I would be very
24 happy to briefly summarize where we are procedurally and
25 then let Ms. Bumgarner and Mr. Wilson talk about the

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1 substantive provisions.

2 JUDGE RENDAHL: That would be helpful.

3 MS. ANDERL: And I understand that Ms. Roth
4 might have some questions as well.

5 JUDGE RENDAHL: Yes, Ms. Jing Roth is here
6 with Commission Staff and may have questions.

7 MS. ANDERL: What happened was we were
8 ordered to file terms and conditions for microwave
9 collocation or microwave entrance facilities as it's
10 been referred to. We did negotiate terms and conditions
11 with Teligent and WinStar, and those were contained in
12 our -- in Qwest's June 29th, 2001, SGAT filing.
13 Subsequently we had an informal off the record session
14 where Mr. Spinks had some questions about the language
15 that we had proposed, and on that basis, Ms. Bumgarner
16 took the language back and was going to make some
17 changes to it. Before we were able to present any
18 revised language in response to Staff's questions, we
19 also received AT&T's proposed revisions.

20 And so I believe that the document that we
21 have now marked as Exhibit 812 incorporates response to
22 some concerns that Staff raised as well as those
23 portions of AT&T's modifications that Qwest found to be
24 acceptable. And I think I will let Ms. Bumgarner
25 respond to anything substantively, but that's where we

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1 are today. I also know that Ms. Bumgarner sent a copy
2 of this language that we have here to Mr. Butler so that
3 he could review it on behalf of his microwave facilities
4 clients, and I think that's, for introductory purposes,
5 that brings us up to date.

6 MS. FRIESEN: Could I request that maybe
7 Mr. Wilson be allowed to go next since he's got to catch
8 a plane. Would that be acceptable to Margaret?

9 MS. BUMGARNER: That's fine with me.

10 MS. FRIESEN: Ken.

11 MR. WILSON: Yes.

12 MS. FRIESEN: Could you explain sort of
13 briefly why AT&T has proposed the revisions it has. Our
14 revisions are proposed in Washington Exhibit 958.

15 MR. WILSON: Yes, there were really I would
16 say just two substantive types of revisions. One
17 involved some cost issues, and the second involved the
18 addition of a paragraph that would give the CLEC the
19 option of ordering or requesting power, AC or DC power,
20 on the roof in case the receiving equipment or
21 transmitting equipment at the antenna itself needed such
22 power. I think those were the only two substantial
23 changes. We had some other smaller changes, but those
24 are probably not as controversial. But I think probably
25 the best thing would be if Ms. Bumgarner could quickly

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1 summarize any issues they have with the changes we made.

2 MS. BUMGARNER: Okay. First, I will turn to
3 the cost issues. In a couple of the sections, you had
4 struck language that talked about the cost. I did not
5 remove those, Ken. They actually were included in the
6 tariff that we filed. It was Docket UT-003013 for the
7 microwave collocation tariff, and I think it is
8 effective May 30th; is that right?

9 MS. ANDERL: That was the effective date we
10 placed on it. I would have to double check the
11 Commission order whether they confirmed that effective
12 date or gave it a new one, but it is now effective.

13 JUDGE RENDAHL: In which sections are you
14 discussing cost?

15 MS. BUMGARNER: Let's see, I believe that
16 AT&T had lined out where it talked about the escort fee,
17 which was in 8.2.4.9.2. There was also the site visit
18 fee that is stated in that same, no, the following
19 section, I think 8.2.4.9.3.

20 JUDGE RENDAHL: Okay, so those two sections
21 are the lined out language in AT&T's version?

22 MS. BUMGARNER: Right.

23 JUDGE RENDAHL: Is what you're referring to?

24 MS. BUMGARNER: Right, and those were
25 included in that tariff filing, so I did not accept that

05263

1 change that AT&T had included.

2 There was also a change related to costs that
3 I added to this SGAT, and it was based on the question
4 from the Staff that we had last week, and I would say,
5 Mr. Butler, I sent you an E-mail copy of the changes
6 that I have made. I did actually make one revision to
7 the language, and it happens to be the language for this
8 section, it's Section 8.2.4.9.1. And based on the
9 questions last week about the cable entry hatch, I did
10 add a sentence, and the sentence reads:

11 If space is available, CLEC may use an
12 existing cable entry hatch, or a new
13 cable entry hatch will need to be
14 constructed, and charges are on a per
15 port used basis.

16 And that coincides with the tariff that was
17 filed is that the charges for the cable entry hatch are
18 per port.

19 MR. BUTLER: Yes, I received those, and I
20 have checked with Teligent and WinStar, and from their
21 standpoint, that's acceptable.

22 MS. BUMGARNER: Thank you.

23 JUDGE RENDAHL: Mr. Wilson, do you have any
24 response to the cost issues?

25 MR. WILSON: Well, if it's in an approved

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1 tariff, I guess the language needs to reflect what's in
2 the tariff.

3 JUDGE RENDAHL: Okay, thank you.

4 MR. MENEZES: I have a question about that.

5 JUDGE RENDAHL: Mr. Menezes.

6 MR. MENEZES: If I could. How was that
7 determined for the tariff? Was there a cost case
8 related to it or something where the Commission actually
9 affirmatively in a docket approved these charges, or was
10 it simply a Qwest filing that went into effect by
11 operation of law?

12 MS. ANDERL: No, it was a compliance filing
13 that Qwest was ordered to make as a result of the cost
14 docket, and the Commission gave the parties to that
15 docket an opportunity to comment on that tariff filing
16 and then ordered that the tariff become effective.

17 MR. MENEZES: And my comment then I guess is
18 that in the SGAT in the collocation sections, we have
19 removed charges relating to escort fees. There just
20 aren't any, and that resulted from the -- at one of the
21 FCC's collocation orders. And so it struck us as
22 inconsistent that there would be such charges here when
23 there are really not elsewhere in the collocation
24 section of the SGAT. That's escort charges. The site
25 visit, I guess I'm not clear what the cost is that's

05265

1 incurred, and so I was curious about that.

2 MS. BUMGARNER: The escort fee or the site
3 visit fees that we have we believe are different than
4 talking about needing an escort to your collocation
5 space. This is actually escort fee related to going to
6 the roof of the building and the tower, and that isn't
7 just generally open access onto the roof like it is the
8 24 by 7 to your collocation spaces. Going to the roof
9 is a different matter, so we do have the escort fee in
10 there.

11 MR. MENEZES: And the site visit fee?

12 MS. BUMGARNER: The site visit fee relates to
13 going to basically do the pre-survey, look at the roof
14 and the tower space and to do the line of sight. So for
15 the site visit fee would include when we need to bring
16 along like an architectural engineer, and that's what
17 are included in those fees, that we need to bring along
18 experts.

19 The escort fee is if we are not doing a line
20 of sight or the structural analysis, the CLEC is, and so
21 we're escorting their structural engineer or their radio
22 engineer to the roof.

23 MR. MENEZES: And are all of these rates
24 reflected in Exhibit A to the SGAT?

25 MS. BUMGARNER: I think they're being added.

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1 I can't say for certain that they were in the recently
2 filed one. I would have to check, but they would be
3 included in that to reflect what's in the tariff.

4 JUDGE RENDAHL: I understand, this is Judge
5 Rendahl, that we discussed that Qwest would be filing a
6 new version of Exhibit A in the follow-up workshop or
7 just before the follow-up workshop to incorporate
8 changes that have occurred in pricing up until now.
9 Would that accommodate AT&T's needs if the microwave
10 collocation prices were reflected in the SGAT Exhibit A?

11 MR. MENEZES: Yes, I think we just would like
12 to be clear that they're there and they're getting the
13 kind of treatment that other prices under the SGAT are
14 getting. My sense from what I have heard is that these
15 prices maybe have already gone through a cost docket and
16 will not be going through another one in connection with
17 this docket. They will just be the cost docket prices
18 previously determined and brought in; is that correct?

19 MS. ANDERL: That's right.

20 MR. MENEZES: Okay, thank you.

21 JUDGE RENDAHL: Okay.

22 MS. BUMGARNER: The next --

23 JUDGE RENDAHL: Does that conclude the cost
24 issues then?

25 MS. BUMGARNER: I believe so unless you have

05267

1 another question.

2 MR. MENEZES: I don't have further questions
3 on it, thank you.

4 JUDGE RENDAHL: Okay, and then I think
5 Mr. Wilson had a question about the ordered AC/DC power.

6 MS. BUMGARNER: Yes.

7 MR. WILSON: Yes, if we could deal with that
8 quickly, I really have to go in about two minutes.

9 MS. BUMGARNER: Okay. We did not agree on
10 adding the new section, and I think also that in the
11 first section you had indicated transmission equipment
12 collocated -- you had added the word on, and our view is
13 that the radio equipment, the transmission equipment is
14 really located inside the premise. When you're talking
15 about radio equipment, that's the part that would need
16 the power. We don't typically take or we don't take
17 power to the roof, and we don't locate radio equipment
18 on the roof. That's inside the building. It's my
19 understanding that this equipment is very sensitive,
20 needs a controlled environment, very susceptible to
21 moisture and weather, changes in temperature. So the
22 collocation of the transmission equipment itself is
23 actually inside the premise.

24 There is a provision in the tariff for
25 special services or special work, that if there is a

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1 temporary need for power for installation purposes or if
2 there's some kind of an emergency need that Qwest will
3 provide power to the roof for the CLEC. But as far as
4 powering up actual equipment there, that's not something
5 that we do, and we would have to find out what kind of a
6 cabinet or building you would want to put on the roof,
7 and we would look at that as being a bona fide request
8 rather than a standard arrangement.

9 MR. WILSON: Well, let me just briefly
10 respond. I actually was considering usually receiving
11 components but sometimes transmitting components that
12 are actually built somewhat integral to the antennas on
13 some microwave installations. However, usually those
14 are powered through the antennae itself. There may be
15 equipment that requires separate power, but I think we
16 could, for the sake of getting this provision
17 implemented, we could probably forgo the last paragraph
18 on power with the understanding that if there was an
19 exceptional circumstance, we could go through either a
20 special request or a BFR process. It would probably be
21 a special request. It's feasible to put it there, just
22 maybe not usually done.

23 But the first paragraph that -- where we put
24 the transmitting equipment on, I think that needs to
25 stay, because there is quite often especially receiving

05269

1 equipment that is built in integral to the antennae. It
2 doesn't require a separate building, but it is part of
3 the equipment, of the antennae.

4 MS. BUMGARNER: And I could agree with that
5 now that I understand what you're getting at when you're
6 putting that there. It's just that we don't currently
7 take power to the roof, so if that was what you intended
8 in that first section, I could agree to that.

9 MR. WILSON: Okay, well, if you can leave our
10 part of the first section, I think we can forgo that
11 additional paragraph, so I think we're probably there.

12 MS. BUMGARNER: And I think there was one
13 other issue that changed the language around having a
14 separate form. We currently do have a separate form for
15 the request on microwave, because it does lay out things
16 like the way --

17 MR. WILSON: Could I interrupt for one
18 moment?

19 MS. BUMGARNER: Sure.

20 MR. WILSON: Perhaps Mr. Menezes and
21 Ms. Friesen could take the rest of the issues. I really
22 am going to miss a plane here.

23 MS. BUMGARNER: Goodbye, Ken.

24 MR. MENEZES: That's fine.

25 JUDGE RENDAHL: Thank you for joining us,

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1 Ken, Mr. Wilson.

2 MR. WILSON: Thank you, Your Honor.

3 JUDGE RENDAHL: Okay, bye bye.

4 MR. WILSON: Bye bye.

5 MS. BUMGARNER: The last, I believe, issue is
6 around the form, and we do have a separate form for this
7 request, and it really lays out the things that need to
8 be looked at for the weight of the equipment, the type
9 of equipment, line of sight, that being separate from
10 asking for the collocation inside the building. It's
11 currently a separate form. I don't know if sometime it
12 will be included, but it looked like what you had
13 changed on the language was to make it part of the
14 collocation application itself.

15 MR. MENEZES: Right. From our standpoint, I
16 mean just looking at the SGAT, different forms of
17 entrance facility I believe would generally be indicated
18 on the collocation application. This would be some
19 different thing the way you have set it up. Typically
20 with a collocation application, you identify your
21 entrance facilities. Microwave is just another type of
22 entrance facility. So that's the reason for the
23 comment.

24 I think the main concern is that the interval
25 with respect to the collocation type that you're

05271

1 requesting is not changed, because you're seeking
2 microwave collocation as the entrance facility or the
3 microwave as the entrance facility.

4 MS. BUMGARNER: Right.

5 MR. MENEZES: And I think you agree to that,
6 because you have kept in Section 8.2.4.9.5 the insert
7 that the work relating to the getting the transmission
8 facility up to the roof will happen in the same interval
9 as the collocation request.

10 MS. BUMGARNER: Yes.

11 MR. MENEZES: Right?

12 MS. BUMGARNER: Yes.

13 MR. MENEZES: Okay.

14 MS. BUMGARNER: I think the -- it's possible
15 that we will integrate that into the same form. Right
16 now it's separate. I think it's looked at saving the
17 CLEC from processing in a collocation application until
18 they determine whether they can actually get line of
19 sight from that location. They may want to choose a
20 different location, or they may ask to look at two or
21 three different locations, and before they decide where
22 they want to collocate is determine the line of sight.
23 So it was looked at as kind of a two step, they may want
24 to go and do that line of sight and the structural
25 analysis ahead of time before they actually fill out the

05272

1 collocation application. They can do them at the same
2 time.

3 MR. MENEZES: Right. Well, and that, you
4 know, that is the basis of another comment here. We had
5 wanted to change the 15 days in Section 8.2.4.9.2 to 5
6 days. Qwest did not accept that. The thinking there is
7 there is a period of time for a feasibility study in the
8 collocation section, I think it's 10 days, and then
9 another 15 days to provide a quote.

10 MS. BUMGARNER: Right.

11 MR. MENEZES: And it was, you know, the
12 comment was again trying to synch up the time periods.
13 And so Qwest envisions that this at least may happen in
14 advance of a collocation application, and you will take
15 15 -- the site visit will take place 15 days or I assume
16 thereafter after receipt by Qwest of the CLEC's
17 application. Now given that a general feasibility study
18 is supposed to be done in 10 days under the SGAT, this
19 seemed like a lot of time. Can you explain why it would
20 take 15 days just to go out and do this?

21 MS. BUMGARNER: In talking with our people
22 that deal with these, when we do the -- it's not so much
23 getting our radio engineers to do the line of sight,
24 it's that we use outside contractors for doing the
25 structural analysis on the building, and they say that

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1 that typically takes us two to three weeks to make
2 arrangements with a structural engineer for that visit.
3 But what we have in the form, and also you can see it if
4 you look at the tariff provision, is that the CLEC can
5 actually do that line of sight and the structural
6 analysis if they want. So I mean this could take place
7 in less than the 15 days. We're not saying it's going
8 to always take 15 days. That's just been our typical
9 experience with getting the structural engineers.

10 And then however long if the CLEC's doing it
11 on getting the analysis back on like the 30 day time
12 frame, that may be very short, from what I understand,
13 and perhaps Mr. Butler could even talk to this as well.
14 We may determine, since usually it's our experience that
15 there's already space on one of our towers, that we're
16 not going to be talking about building a new tower.
17 It's typically going to be using one of our towers. The
18 size of the dishes that are used these days are not very
19 big, but they do need to take a look at the roof and the
20 -- and make sure that things like wind velocity and ice
21 depending on where you're asking for these things won't
22 cause problems.

23 And a lot of times we get an answer back it
24 may be -- if the CLEC is doing it, you have the radio
25 engineers, and we can make arrangements for an escort,

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1 you may be talking about a matter of just a few days.

2 MR. MENEZES: And just one last question on
3 the 15 days. So you seem to be saying that the people
4 or the qualifications of the people or the type of
5 people needed for this feasibility analysis are
6 different from the people involved in a feasibility
7 analysis for collocation elsewhere, other premises.

8 MS. BUMGARNER: Right. This really isn't
9 collocation.

10 MR. MENEZES: Right.

11 MS. BUMGARNER: This is looking at the
12 microwave entrance facility. So it's not the same
13 people. We have a group of radio antennae type
14 engineers. We have a small group of people that deal
15 with that. But we hire outside people to do the
16 structural analysis on the buildings.

17 MR. MENEZES: Okay. And then is that the
18 reason for the 30 day period in 8.2.4.9.3 where we had
19 proposed 10 to actually give the response to the CLEC.

20 MS. BUMGARNER: Right, that's our experience
21 on getting answers back from the outside consulting
22 firms that we have been hiring.

23 MR. MENEZES: Okay, thank you.

24 JUDGE RENDAHL: Okay, with those
25 clarifications, I know Ms. Jing has a few comments,

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1 Ms. Roth has a few comments. Ms. Bumgarner, do you have
2 any additional statements or comments about these
3 sections?

4 MS. BUMGARNER: I don't, I don't know if AT&T
5 is okay with the language change that we have made and
6 the one that Ken and I agreed to in the first section.

7 MR. MENEZES: I think we're generally fine.
8 I think I would like to just look at it one more time at
9 a break.

10 One more clarification, if I could, in
11 8.2.4.9.1, you added a sentence, and you mentioned it
12 earlier, and the last phrase is on a per port used
13 basis.

14 MS. BUMGARNER: Yes.

15 MR. MENEZES: Is that a switch port? What
16 kind of port are we talking about?

17 MS. BUMGARNER: This is the cable entry hatch
18 that's on the roof. It's a weatherproof hatch. It has
19 four ports for the cables to go in.

20 MR. MENEZES: Okay.

21 MS. BUMGARNER: And so the pricing in the
22 tariff is on a per port basis.

23 MR. MENEZES: Okay, thank you. That's fine.

24 JUDGE RENDAHL: Ms. Roth.

25 MS. ROTH: Yes, I apologize for coming late,

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1 but didn't Staff Tom Spinks discuss with you last time
2 he was here about the staff concern about changing to
3 the 30 days to 10 days issue?

4 MS. BUMGARNER: I think he asked about the
5 intervals and how those related to the measurements for
6 the collocation.

7 MS. ROTH: Right.

8 MS. BUMGARNER: And what we explained is this
9 is for the entrance facility, it's not for the
10 collocation, but those intervals still apply as far as
11 our completion of the collocation space. So if they
12 submit a collocation application, these are still the
13 intervals that we have to meet for that space, physical
14 or virtual, that's inside the building.

15 JUDGE RENDAHL: When you say these, you mean
16 the Washington state intervals?

17 MS. BUMGARNER: Yes.

18 MS. ROTH: You mean the collocation
19 rulemaking that we currently have, the rules we have?

20 MS. BUMGARNER: Yes.

21 JUDGE RENDAHL: But you're saying that these,
22 the entrance facility intervals, are different from the
23 collocation intervals?

24 MS. BUMGARNER: Yes, on determining on the
25 entrance facility itself. And so if they submitted them

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1 at the same time, the quote that we would give on the
2 collocation would be lacking probably the quote piece on
3 the microwave entrance facility itself unless the CLEC
4 has completed it, if they choose to do the analysis and
5 they're able to get it done faster and can provide that,
6 so there may be a piece of it that's missing until that
7 feasibility is determined.

8 JUDGE RENDAHL: Ms. Strain.

9 MS. STRAIN: Will the intervals for the
10 microwave entrance facility be tested as part of the ROC
11 OSS test? Is there a PID for that?

12 MS. BUMGARNER: There isn't a PID for the
13 entrance facility itself. It is assumed that the --
14 that the entrance facility would be in place prior to
15 the completion of the collocation. So if I put it in
16 terms of what the standard is today, the standard is
17 using fiber. It would say that the CLEC would have to
18 have their fiber to the C-POI, the collocation point of
19 interface, prior to the completion of our provisioning
20 for the collocation space. And then if it's express
21 fiber, we would pull it into the space. If it's a
22 shared fiber, we would have to do the splice that's at
23 the C-POI. So if the CLEC hasn't completed their
24 entrance facility for fiber by the time that we finish
25 the collocation, then we finish up the space, and it's

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1 held until the CLEC has their cable in place. So it
2 would be a similar thing, that until they have their
3 microwave entrance in place, it would just hold on the
4 collocation.

5 JUDGE RENDAHL: Okay, Mr. Menezes, do you
6 have a question?

7 MR. MENEZES: Nothing further, thank you.

8 JUDGE RENDAHL: Okay, Ms. Roth.

9 MS. ROTH: I have one more. The 15 days you
10 just discussed with AT&T.

11 MS. BUMGARNER: Yes.

12 MS. ROTH: I kind of recall you said that's
13 probably the maximum time of 15 calendar days that would
14 take. In that case that would Qwest change the language
15 a little bit on the calendar of 15 days to a maximum 15
16 calendar days? I thought you said sometimes it doesn't
17 take that long, but, you know, that's probably maximum
18 time. But we can go back in the transcript. Within, I
19 guess within 15 days. That may be saying the same
20 thing.

21 MS. BUMGARNER: We could say in less than 15
22 calendar days, I mean is that --

23 JUDGE RENDAHL: In 15 days or less.

24 MS. BUMGARNER: 15 calendar days or less?

25 MS. ANDERL: This is Lisa Anderl. I think

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1 the only thing I would point out is I believe that what
2 we explained during the last informal session was that
3 the or as soon thereafter language was so that the CLEC
4 and Qwest if they both agreed because of availability of
5 personnel or something wanted to do it on day 17, then
6 there wasn't any -- you weren't in violation of the
7 SGAT, but it would mean that both parties would need to
8 agree to do it in more than the 15 is what I think the
9 intent was there.

10 Ms. Bumgarner, you can check me on that, but.

11 MS. BUMGARNER: That's true, and maybe
12 Mr. Butler wants to speak to it too. I mean if it's the
13 CLEC that's hiring an architectural engineer and it's
14 going to take them longer, we don't want this to say, if
15 it doesn't take place within the 15 days then, you know,
16 everything is off. So we were trying to be flexible. I
17 don't know how to state it to indicate that, but we were
18 trying to be flexible.

19 MR. BUTLER: I think the idea was since
20 you're talking about a mutually arranged site visit that
21 there could be scheduling problems so that the parties
22 might usually agree to set it, like Ms. Anderl said, on
23 the 17th day or something like that. So I don't know,
24 if you think the language needs to be clarified, maybe
25 you could say something like unless mutually agreed by

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1 the parties or something like that. But the notion was
2 to allow some flexibility, because you're trying to
3 schedule, you know, two different parties and their
4 various experts.

5 JUDGE RENDAHL: Well, this is Judge Rendahl,
6 my suggestion is that given the discussion on the record
7 here that maybe over the lunch break or between now and
8 the follow-up workshop, the parties can work together to
9 clean up, you know, between the versions we have and
10 agreements we have on language that appears in Exhibit
11 958 and Exhibit 912 plus the discussion today, that a
12 version can be brought back to the follow-up workshop or
13 later today, whatever your preference is, for further
14 review. Does that work for the parties?

15 MS. BUMGARNER: Yes.

16 MR. BUTLER: Sounds like we're close enough
17 that we should be able to do it today.

18 JUDGE RENDAHL: Well, I leave that up to you
19 all and your availability today on that.

20 Ms. Roth.

21 MS. ROTH: I just have one comment to make.

22 JUDGE RENDAHL: Can you bring the microphone
23 closer, please.

24 MS. ROTH: Sorry.

25 Before we leave this microwave entrance

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1 facility, I think that, Lisa may correct me if I'm
2 wrong, on the tariff that approved by the Commission in
3 UT-003013, that the Commission said we approve the rates
4 and charges filed by Qwest. So we purposely left the
5 terms and conditions to this docket. So to the extent
6 if AT&T disagree with the couple of sentences that
7 earlier you were discussing, I forgot the section, but
8 Mr. --

9 MR. MENEZES: Menezes.

10 JUDGE RENDAHL: Menezes.

11 MS. ROTH: Menezes, then that that -- even
12 that maybe it's word for word from Qwest tariff, I
13 haven't checked on that, I just want to make that in the
14 record that when the Staff reviewed the filing and
15 reported back to the Commission, we looked at the rates
16 and charges and the cost support. We really did not
17 express our opinion as to terms and conditions or the
18 wordings that Qwest put in the tariff. So to that
19 extent, if you have a different language agreed upon in
20 this docket, we could import those back into the tariff
21 portion of it.

22 MR. MENEZES: Okay.

23 MS. ROTH: Was that more clear?

24 MR. MENEZES: I think so. So I think what
25 I'm hearing is that while the rates for certain

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1 activities may have been approved, the Commission didn't
2 necessarily give an opinion as to whether they should be
3 applicable in any given circumstance. Is that --

4 MS. ROTH: That's right, and the Commission
5 in the 20 or 21st supplemental order in that docket
6 specifically required that Qwest file its terms and
7 conditions for microwave collocation to be discussed by
8 parties in this workshop.

9 MR. MENEZES: Okay. So I guess what I'm
10 hearing is there's room for argument about whether an
11 escort fee or a site visit fee is appropriate for the
12 activities that's being conducted. And, you know, I'm
13 not sure that I can sit here right now and say that we
14 want to take that to impasse. I think we want to talk a
15 little bit more with our clients about that particular
16 point. I'm afraid we were commenting knowing a lot
17 about what's in the SGAT and not knowing a lot about the
18 docket, the generic microwave or collocation docket that
19 preceded this. So I think by the time of the follow-up,
20 we can give our thoughts on that.

21 JUDGE RENDAHL: Okay.

22 MR. MENEZES: Is that okay?

23 JUDGE RENDAHL: So to the extent that between
24 now and the follow-up workshop that the parties can work
25 together to come up with a single exhibit that

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1 incorporates agreed upon language, or if not, identify
2 where the impasse issues are, then that would be
3 helpful. Thank you all for --

4 MR. BUTLER: Can I just add one thing, and
5 that is that from the standpoint of Teligent and WinStar
6 that had some experience with this, there will be an
7 escort and there will be a site visit that takes place,
8 and accordingly, costs associated with those. That's
9 why from our standpoint we felt it was reasonable to
10 include those charges.

11 JUDGE RENDAHL: Thank you, Mr. Butler.

12 With that, let's be off the record for a
13 moment.

14 (Discussion off the record.)

15 JUDGE RENDAHL: While we were off the record,
16 there were some additional language discussions, and the
17 parties agreed to take the issue of microwave
18 collocation language back for discussion among the
19 parties, and we will bring microwave collocation back
20 here on the record hopefully for resolution at 1:30 on
21 July the 31st during our follow-up workshop in this
22 workshop.

23 And, Mr. Orrel, are you still there?

24 MR. ORREL: Yes, ma'am.

25 JUDGE RENDAHL: Wonderful.

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1 Mr. Butler, you're free to leave if you would
2 like. If you're still on the bridge line, you're free
3 to ring off unless you would like to continue the
4 discussions.

5 MR. BUTLER: With such a gracious offer, how
6 could I decline the opportunity. Thank you, I'm going
7 to leave now.

8 JUDGE RENDAHL: Okay.

9 Ms. Young, are you still with us?

10 MS. YOUNG: Yes.

11 JUDGE RENDAHL: Okay.

12 Mr. Orrel, I understand you have a few
13 clean-up issues on maintenance and repair.

14 MR. ORREL: Yes, ma'am, is Megan Doberneck
15 there today?

16 JUDGE RENDAHL: She is not, but Mr. Zulevic
17 is.

18 MR. ORREL: Oh, good. I think we have one
19 issue left, which is if we want to reference back to
20 previous jurisdictions, I believe this is MR-38; is that
21 correct, Mike?

22 MR. ZULEVIC: Yes, I believe that's right.

23 MR. ORREL: And, Mike, I'm going to catch you
24 cold with this, so what I would like to do is propose
25 some language, and if that meets Mr. Zulevic's need,

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1 then we can close that issue. If it requires more work,
2 then maybe we can take that off line.

3 JUDGE RENDAHL: Okay, and we will be
4 referring to the language in the SGAT lite version and
5 making changes from there; is that correct?

6 MR. ORREL: Correct. In fact, I'm proposing
7 a new section within the SGAT lite, which will make it
8 simpler, I think.

9 JUDGE RENDAHL: Okay, and where would that
10 fit in?

11 MR. ORREL: We were talking about maintenance
12 and repair testing, so it goes into Section 12.3.6.

13 JUDGE RENDAHL: Okay.

14 MR. ORREL: And that would be a new Section
15 12.3.6.5.

16 JUDGE RENDAHL: Okay, please go ahead and
17 read that into the record, and remember that you need to
18 read it slowly so the court reporter can take it down
19 and so that we can all listen and take it in.

20 MR. ORREL: I'm an engineer, I have to read
21 slow just to understand it. Okay, 12.3.6.5 reads as
22 follows:

23 Qwest shall test to ensure electrical
24 continuity of all UNEs and services it
25 provides to CLEC prior to closing a

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1 trouble report.

2 Now what this goes back to is Mr. Zulevic's
3 and Covad's concern that in some instances Qwest will
4 test a circuit as no trouble found only later to be --
5 it to be discovered that a jumper is missing, and what
6 we're trying to do is capture that for all UNEs,
7 including shared loops, Qwest would ensure that that
8 continuity from an electronic perspective exists.

9 MS. STRAIN: This is Paula Strain, did you
10 say trouble free port or trouble report?

11 MR. ORREL: Report.

12 MS. STRAIN: Thank you.

13 JUDGE RENDAHL: Okay, Mr. Zulevic.

14 MR. ZULEVIC: That partially addresses my
15 concerns. And to put this into context, I proposed some
16 language last week to Barry relating to this section
17 asking him to take it back and consult with others at
18 Qwest to see if it was appropriate. One piece that's
19 missing out of this is a clearly defined responsibility
20 to test from the demarcation point within the central
21 office. And that's where a lot of the confusion has
22 come in the past. So if you can put language in that
23 will cover that, that takes care of one of my issues,
24 and it would be similar to what we discussed last week
25 while you were here.

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1 MR. ORREL: Right, and if you recall, Your
2 Honor, we added language in line sharing that was very
3 specific to that issue.

4 Mr. Zulevic, the intent here is to provide
5 some very broad language in maintenance and repair that
6 is not specific to any particular UNE. My thought on
7 this, and what I'm hearing you say, this isn't close
8 enough, but my thought on this is if we've got
9 electrical continuity for shared loop, that would
10 incorporate the fact that we have captured that from
11 demarcation to demarcation, if you will.

12 JUDGE RENDAHL: As I understand, you all were
13 at impasse on that issue last week.

14 MR. ZULEVIC: We were at impasse last week.
15 We did reach agreement on language with respect to line
16 sharing. We had not reached it with respect to overall
17 maintenance and repair. Similar language has to be
18 included here.

19 JUDGE RENDAHL: Okay.

20 And, Mr. Orrel, it's Qwest's position that
21 it's not necessary in an overall context, or are you
22 still working on that?

23 MR. ORREL: Well, the position is that what
24 we're saying is that if a customer has a UNE, we could
25 probably be a little more explicit, but if a customer

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1 has a UNE and it's purchasing from Qwest, Qwest is
2 responsible to test that UNE for its capability to
3 conduct whatever service it is that we're providing.
4 And if that's the case, we are obligated to test it to
5 the demarcation point.

6 Now, Mike, if you wanted me to when I --
7 where it says continuity of all UNEs, I could put in
8 paren, or I'm sorry, a comma there, including central
9 office demarcation point, and then another comma, and
10 then and services it provides would get the concept that
11 we're responsible to test at that demarcation point
12 explicitly.

13 MR. ZULEVIC: Okay, if you would like to add
14 that, that would take care of one of my issues.

15 MR. ORREL: Okay, we will do that.

16 JUDGE RENDAHL: So does that resolve the
17 issue you just discussed, that first issue?

18 MR. ZULEVIC: Yes, it does with respect to
19 the demarcation point.

20 JUDGE RENDAHL: And you have not yet
21 discussed your second issue.

22 MR. MENEZES: Can we just get the language
23 one more time on the demarcation point?

24 MR. ORREL: Would you like me to read it?

25 MR. MENEZES: Yeah.

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1 MS. FRIESEN: Yes.
2 MR. ORREL: (Reading.)
3 Qwest shall test to ensure electrical
4 continuity of all UNEs, including
5 central office Demarcation Point, and
6 services it provides to CLEC prior to
7 closing a trouble report.
8 MS. FRIESEN: Thank you, Barry.
9 JUDGE RENDAHL: Okay, thank you.
10 And now, Mr. Zulevic, you have a second
11 issue.
12 MR. ZULEVIC: Yes, I do, related, and this is
13 some language that I had proposed to add to Section
14 12.3.4.3.
15 JUDGE RENDAHL: 12.3.4.3?
16 MR. ZULEVIC: Correct.
17 JUDGE RENDAHL: Okay, so can we then -- is
18 this issue of maintenance and repair issue 38 on trouble
19 isolation closed out, or is this encapsulated within
20 that issue?
21 MR. ZULEVIC: Originally it was encapsulated
22 within that issue. Depending on Qwest's response, we
23 may have to split it out.
24 JUDGE RENDAHL: Okay, well, why don't we go
25 ahead and see how it goes.

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1 MR. ZULEVIC: All right.

2 At the end of the sentence in 12.3.4.3, I had
3 suggested replacing the period at apply with a comma and
4 adding the following, and a charge equivalent to the
5 maintenance of service charge shall be paid to CLEC.

6 JUDGE RENDAHL: Did you hear that, Mr. Orrel?

7 MR. ORREL: Yes, ma'am.

8 JUDGE RENDAHL: I will repeat it for the
9 record. As I understood it, in Exhibit 788, which is
10 the SGAT lite, at the end of Section 12.3.4.3, the last
11 word is apply, to remove the period, replace it with a
12 comma, and add, and a charge equivalent to the
13 maintenance of service charge -- is it charge or
14 charges?

15 MR. ZULEVIC: I believe that's singular. I
16 think it's a charge identified in a --

17 JUDGE RENDAHL: Okay, charge shall be paid to
18 CLEC.

19 Mr. Orrel, any response?

20 MR. ORREL: At the present time, I don't
21 think that I can respond to that. I might do that as a
22 take back. I apologize.

23 MR. ZULEVIC: Just to --

24 MR. ORREL: That is something that I have not
25 had time, and I do apologize for that, Mike, to

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1 internalize that to see if that's something we would be
2 willing to do.

3 MR. ZULEVIC: Just to put it in some brief
4 context, what this is intended to do is to provide some
5 reciprocity with respect to this charge in cases where
6 Covad or another CLEC may have had to go back and redo
7 trouble isolation because Qwest did not identify the
8 trouble and repair the trouble within its own network
9 after the trouble was initially reported to them. This
10 is conceptually the same thing that Qwest seeks recovery
11 from CLECs for, and that's to do unnecessary trouble
12 isolation.

13 JUDGE RENDAHL: So would you want that to be
14 a separate issue, or at this point should we include it
15 as a sub issue of 38? Why don't we make it a sub issue.

16 MR. ZULEVIC: That's fine.

17 JUDGE RENDAHL: Let's make it a sub issue,
18 okay, so that will be 38(b) and the issue that was
19 resolved above is 38(a).

20 MR. ORREL: Inch by inch, it's a cinch.

21 MS. STRAIN: I just had one question on the
22 issues log. As it stands now, you're referencing
23 Section 12.3.4.2, but it sounds like with the creation
24 of the new section, that would not be applicable, is
25 that right, for MR-38?

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1 MR. ORREL: I'm not sure I'm following your
2 question. There's two parts to MR-38 as we drove down
3 into it. There's one part that I believe, and correct
4 me if I'm wrong, Mike, Covad is looking for assurances
5 that Qwest will test to the central office demarcation
6 point its UNEs. In addition, where we, Qwest, have
7 failed to identify the problem in our network and a CLEC
8 later finds it to be in the Qwest network, the CLEC is
9 looking to recover a maintenance and service charge
10 similar to what we would charge for that same activity.

11 MS. STRAIN: Right, I understand what the
12 issues are. This is a very simple question. In the
13 issues list that I'm looking at, one of the SGAT
14 sections references 12.3.4.2, and that was on the issues
15 list when we got it here in Washington. And my question
16 is, since you created a new SGAT Section 12.3.6.5 and
17 since the other section we're talking about is 12.3.4.3,
18 can I just delete the reference to 12.3.4.2?

19 MR. ORREL: Mike?

20 MR. ZULEVIC: Yeah, I think that would be
21 appropriate because of the new section that was just
22 created.

23 JUDGE RENDAHL: Okay, thank you all for the
24 clarification.

25 MR. ORREL: Sorry for the confusion.

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1 JUDGE RENDAHL: That's okay.
2 Mr. Orrel, is there anything further on
3 maintenance and repair that you have to bring before us?

4 MR. ORREL: No.

5 JUDGE RENDAHL: Okay, let's be off the
6 record.

7 (Luncheon recess taken at 12:00 p.m.)

8

9 A F T E R N O O N S E S S I O N

10 (1:35 p.m.)

11 JUDGE RENDAHL: We're back on the record
12 after our lunch break, and we need to mark an Exhibit
13 756. Qwest has distributed revisions to SGAT Sections
14 12.2.1.4.1.7.8 and .9.

15 And, Mr. Crain, would you explain for us what
16 this exhibit does or Ms. Notarianni.

17 MR. CRAIN: This language addresses an issue
18 that was raised earlier this morning about this section.
19 AT&T requested that information be added about
20 pre-ordered transactions for resale DSL, which has been
21 added to 12.2.1.4.1.7. They have also asked for
22 language regarding CFAs and meet points and those are in
23 .8 and .9.

24 JUDGE RENDAHL: Thank you.

25 And is this language agreeable to AT&T?

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1 MR. FINNEGAN: This is fine.
2 JUDGE RENDAHL: Thank you, Mr. Finnegan.
3 So is this language acceptable to WorldCom?
4 MS. BALVIN: Yes, it's fine.
5 JUDGE RENDAHL: Okay, then we have agreement
6 on Section 12.2.1.4; is that correct?
7 MR. CRAIN: That sounds correct.
8 JUDGE RENDAHL: Okay, so where we had left
9 off, my understanding was we had closed issues 1 through
10 9 and 12.
11 MR. CRAIN: And I would agree. As far as I
12 know, we have addressed all the remaining issues and
13 closed those issues in other jurisdictions, and I guess
14 I would ask the other parties to indicate if they think
15 that there are remaining open issues.
16 MS. BALVIN: This is Liz Balvin, I do have
17 one section that isn't highlighted in this document,
18 it's Section 12.2.3.1 and 3.2, interface availability.
19 JUDGE RENDAHL: And you have concerns over
20 that language, Ms. Balvin?
21 MS. BALVIN: Yes. WorldCom actually
22 recommended that the language be stated:
23 Qwest shall make the OSS interfaces
24 necessary for processing local orders
25 available to CLEC equal to that of

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1 Qwest's retail side of the house.
2 That would be a change from Qwest language
3 that stated:
4 Qwest shall make the interfaces --
5 JUDGE RENDAHL: You might want to read more
6 slowly for the court reporter.
7 MS. BALVIN: I'm sorry.
8 JUDGE RENDAHL: Thank you.
9 MS. BALVIN: (Reading.)
10 Qwest shall make the interfaces
11 available during the hours listed in the
12 gateway availability PIDs in Section 20.
13 JUDGE RENDAHL: Okay, I'm not seeing any
14 Section 12.2.3 in Exhibit 755.
15 MR. CRAIN: That is correct.
16 MS. BALVIN: That's true.
17 MR. CRAIN: It's in the SGAT lite, which was
18 filed last week.
19 JUDGE RENDAHL: And, Ms. Balvin, you're
20 saying that there's language in here that does not match
21 what WorldCom has suggested?
22 MS. BALVIN: Yes, correct. Mr. Crain and I
23 actually did speak, and WorldCom would be okay -- I
24 guess the issue that had been discussed previously is
25 that gateway availability hours were discussed at length

05296

1 in the PIDs, and the language is pretty explicit in the
2 PIDs, and so I would be okay with taking out equal to
3 that of Qwest's retail side of the house, so the
4 sentence would remain:

5 Qwest shall make the OSS interfaces
6 necessary for processing local orders
7 available to CLEC during the hours
8 listed in the gateway availability PIDs
9 in Section 20.

10 JUDGE RENDAHL: And so you're going to add
11 some language after interfaces then? My version of the
12 SGAT says, Qwest shall make the interfaces available
13 during the hours listed, so there's some language that I
14 don't have.

15 MS. BALVIN: Correct, it was in my original
16 testimony.

17 JUDGE RENDAHL: Oh, okay.

18 MR. CRAIN: And to walk through it, Qwest can
19 agree to add that language or will agree to add that
20 language, and we would add the word OSS before the word
21 interfaces and then --

22 JUDGE RENDAHL: Could -- okay.

23 MR. CRAIN: And then after the word
24 interfaces, we would add necessary for processing local
25 orders.

05297

1 Is that correct, Liz?
2 MS. BALVIN: Mm-hm, and then after available
3 to CLECs.
4 MR. CRAIN: Oh, okay, and that's fine.
5 JUDGE RENDAHL: So it should read:
6 Qwest shall make the OSS interfaces
7 necessary for processing local orders
8 available to CLECs during the hours
9 listed in the gateway availability PIDs
10 in Section 20.
11 MS. BALVIN: Correct.
12 JUDGE RENDAHL: And with that, is there
13 agreement between the parties?
14 MR. FINNEGAN: Let me ask a clarifying
15 question, is that too limiting? Because when I read
16 this initially, I read it to also include the
17 maintenance and repair interfaces.
18 MS. BALVIN: Well, WorldCom believes that
19 local orders in general should cover everything, the
20 whole gamut, pre-order, order, maintenance and repair,
21 and billing. It's the local order support.
22 MR. FINNEGAN: Is that Qwest's understanding?
23 MS. NOTARIANNI: If you want to change it to
24 local service request, that's fine.
25 MR. FINNEGAN: Well, I don't think the

05298

1 suggestion was to change it to local request. There was
2 a concern that orders may be construed to mean LSRs and
3 that the interfaces listed in Section 20 include
4 interfaces other than pre-order, order, and
5 provisioning, there's also some maintenance and repair.

6 MR. CRAIN: It's certainly our understanding
7 or our interpretation of the language that we would --
8 it would apply to maintenance and repair as well. If
9 you want to add that, we could, if it makes you feel
10 more comfortable, but those certainly are set forth in
11 Exhibit 20.

12 MR. FINNEGAN: How about if we change the
13 word orders to transactions?

14 MS. BALVIN: How about necessary for
15 supporting local orders?

16 MR. FINNEGAN: Well, it's not the -- it's the
17 orders that concerns me, and I think transactions would
18 be a more generic term and would be less likely to be
19 confused.

20 MS. NOTARIANNI: That's fine, and I was using
21 service requests generically to be maintenance and
22 repair of service or ordering service, so either way is
23 fine.

24 JUDGE RENDAHL: So you will substitute local
25 orders for transactions?

05299

1 MR. CRAIN: It would say -- do we want to say
2 local transactions or transactions?
3 MS. BALVIN: Should be transactions actually.
4 MR. CRAIN: Transactions?
5 MS. BALVIN: Yes.
6 JUDGE RENDAHL: My understanding was instead
7 of saying processing local orders, you would say
8 processing transactions.
9 MS. NOTARIANNI: That's fine.
10 JUDGE RENDAHL: Does that meet AT&T's
11 concerns?
12 MR. FINNEGAN: Yes, thank you.
13 JUDGE RENDAHL: Okay, with that change, is
14 there agreement on Section 12.2.3.1?
15 MS. BALVIN: I did have one other change to
16 Section 12.2.3.2, and the statement according to my copy
17 did read:
18 Qwest shall notify CLEC regarding system
19 down time through mass E-mail
20 distribution and pop-up windows in the
21 IMA GUI.
22 And I would just like to add in that
23 sentence:
24 Qwest shall notify CLEC in a timely
25 manner regarding system down time, et

05300

1 cetera, et cetera.
2 MS. NOTARIANNI: Qwest is fine with that
3 change.
4 JUDGE RENDAHL: Okay, is there any comment
5 from AT&T about that change; it's acceptable?
6 MR. FINNEGAN: That's acceptable.
7 JUDGE RENDAHL: With those changes to 12.2.3,
8 are there any additional modifications that need to be
9 made to the language in Section 12.2, or have we closed
10 all the language in that section?
11 Ms. Friesen.
12 MS. FRIESEN: It's AT&T's position that
13 everything has been closed. Nothing further is needed.
14 MS. STRAIN: Ms. Friesen, I can't hear you
15 from three people down. If you could --
16 MS. FRIESEN: It's our position that it's
17 closed.
18 Can you hear me now?
19 MS. STRAIN: Yeah.
20 JUDGE RENDAHL: Okay, let's be off the record
21 for a moment.
22 (Discussion off the record.)
23 JUDGE RENDAHL: While we were off the record,
24 the parties agreed to another change to Section 12.2.3.1
25 to read as follows.

05301

1 Qwest shall make its OSS interfaces
2 available to CLECs during the hours
3 listed in the gateway availability PIDs
4 in Section 20.

5 And I understand from the parties that all of
6 the issues listed on the OSS issues list can be closed,
7 but that WorldCom has some additional comments or
8 changes that it wishes to propose.

9 Ms. Balvin.

10 MS. BALVIN: Yes, I do.

11 JUDGE RENDAHL: Okay, please go ahead.

12 MS. BALVIN: Okay. I have to look it up
13 again, in Section 12.2.9.1, the title is CLEC
14 responsibilities for ongoing support for OSS interfaces.

15 JUDGE RENDAHL: And are you looking at
16 Exhibit 755, or are you looking at your testimony?

17 MS. BALVIN: I'm looking at my original
18 testimony.

19 MR. CRAIN: It would be in the --

20 MS. HOPFENBECK: It is in Exhibit 788.

21 JUDGE RENDAHL: Right, I'm just wondering
22 which one I should look at.

23 MS. BALVIN: Okay, that's the original, okay.

24 JUDGE RENDAHL: Okay, please go ahead.

25 MS. BALVIN: The change I would like to make

05302

1 would read:

2 If using the GUI interface, Qwest
3 provides training mechanisms for CLEC to
4 pursue in educating their internal
5 personnel.

6 Taking out the rest of the sentence and
7 adding a second sentence that says:

8 Qwest training mediums (courses and
9 documentation) will be sufficient to
10 provide CLEC the ability to support
11 local orders.

12 Now I understand that AT&T and Qwest had
13 negotiated different language for this, and I wasn't
14 privy to that conversation because it was in the seven
15 state workshop, so.

16 MR. CRAIN: Yeah, I believe that the reason
17 we didn't make the change as you had there is because we
18 had made some in a different section which addresses
19 Qwest's responsibilities, because that's really what
20 you're talking about here.

21 MS. HOPFENBECK: Were they made to 12.2.8,
22 Andy, which was -- well, actually, that was deleted,
23 excuse me, the title was deleted.

24 JUDGE RENDAHL: Let's be off the record for a
25 moment.

05303

1 (Recess taken.)

2 JUDGE RENDAHL: While we were off the record,
3 the parties were hashing out a few more language
4 changes, and, Mr. Crain, would you be able to walk us
5 through those changes.

6 MR. CRAIN: Sure, the first change is in
7 Section 12.2.8.3.

8 JUDGE RENDAHL: And is this on your Exhibit
9 755?

10 MR. CRAIN: Yes.

11 JUDGE RENDAHL: Or Ms. Notarianni's.

12 MR. CRAIN: In the second line of that
13 paragraph, which is actually the end of the first
14 sentence, we would delete the words, the new release,
15 and add the words, functional enhancement not previously
16 certified. So the sentence would read:

17 Recertification is the process by which
18 CLECs demonstrate the ability to
19 generate correct transactions for
20 functional enhancements not previously
21 certified.

22 JUDGE RENDAHL: For functional enhancements
23 not previously certified?

24 MR. CRAIN: Yep.

25 JUDGE RENDAHL: Thank you.

05304

1 MR. CRAIN: Then we would add a new Section
2 12.2.8.4.
3 JUDGE RENDAHL: Where it says reserve for
4 future use?
5 MR. CRAIN: Yes.
6 JUDGE RENDAHL: Okay.
7 MR. CRAIN: We will now use it. We would add
8 a paragraph that would say:
9 Qwest shall provide training mechanisms
10 for CLEC to pursue in educating its
11 internal personnel. Qwest shall provide
12 training mechanisms necessary for CLEC
13 to use Qwest's OSS interfaces and to
14 understand Qwest's documentation,
15 including Qwest's business rules.
16 MS. HOPFENBECK: Friendly amendment.
17 JUDGE RENDAHL: Before we amend, second
18 sentence, Qwest shall provide training mechanisms
19 necessary for Qwest to?
20 MR. CRAIN: For CLEC to.
21 JUDGE RENDAHL: For CLEC to.
22 MR. CRAIN: Use Qwest's OSS interfaces and to
23 understand Qwest's documentation, including Qwest's
24 business rules.
25 JUDGE RENDAHL: Okay, thank you.

05305

1 Friendly amendment.
2 MS. HOPFENBECK: I don't think we need to say
3 Qwest shall provide twice. I think the first sentence
4 says Qwest shall provide training mechanisms, doesn't
5 it?
6 MR. CRAIN: Yes.
7 MS. HOPFENBECK: Okay, and then the second
8 sentence should read, Qwest training mechanisms.
9 MS. FRIESEN: Qwest training mechanisms?
10 MS. HOPFENBECK: Qwest not --
11 MR. CRAIN: I understand your wanting to
12 avoid redundancy, but I think it would be just the
13 easiest way to deal with it now.
14 MS. HOPFENBECK: Okay.
15 JUDGE RENDAHL: Okay, go ahead.
16 MR. CRAIN: Sorry.
17 JUDGE RENDAHL: All right, I've got that, so
18 12.2.8.4.
19 MR. CRAIN: Yes, the next change is on
20 Section 12.2.9.1.
21 JUDGE RENDAHL: 12.2.9.1?
22 MR. CRAIN: Yes.
23 JUDGE RENDAHL: Which is in Exhibit 788?
24 MR. CRAIN: Yes.
25 JUDGE RENDAHL: Okay.

05306

1 MR. CRAIN: In the first line of that
2 section, we would delete the words, must work with
3 Qwest, and insert the words, will take reasonable
4 efforts. So the sentence would read:
5 If using GUI, the GUI interface, CLEC
6 will take reasonable efforts to train
7 CLEC personnel on the GUI functions that
8 CLEC will be using.
9 And then we would delete the second and third
10 sentences of that paragraph.
11 JUDGE RENDAHL: Okay.
12 MR. CRAIN: The next change is on Section
13 12.2.9.3.1.
14 JUDGE RENDAHL: And this is on your new
15 exhibit?
16 MR. CRAIN: Yes.
17 JUDGE RENDAHL: Okay.
18 MR. CRAIN: In the second or the third to
19 last line of that, we would delete the words,
20 certification testing, and insert the words, controlled
21 production, both capitalized.
22 JUDGE RENDAHL: Thank you.
23 MR. CRAIN: The next change is to Section
24 12.2.9.6.
25 MR. FINNEGAN: Andy, can I interrupt, there

05307

1 was in that section we just want one additional thing.

2 MR. CRAIN: Okay.

3 MR. FINNEGAN: In the second line, actually

4 I'm looking at a different exhibit, but in the phrase

5 that starts environment, if CLEC has implemented

6 environment changes, it should read if CLEC or Qwest.

7 MR. CRAIN: Yes, okay.

8 JUDGE RENDAHL: Which Section?

9 MR. FINNEGAN: 12.2.9.3.1.

10 MS. BALVIN: Can you repeat that, John, I'm

11 sorry?

12 JUDGE RENDAHL: If CLEC has implemented

13 environment changes, so what's the modification?

14 MR. FINNEGAN: If CLEC or Qwest has

15 implemented environment changes.

16 JUDGE RENDAHL: And that's acceptable to

17 Qwest?

18 MS. NOTARIANNI: Yes, it's acceptable to

19 Qwest.

20 JUDGE RENDAHL: And WorldCom?

21 MS. BALVIN: Yes.

22 JUDGE RENDAHL: Thank you.

23 MR. CRAIN: Now we are on to 12.2.9.6. At

24 the end of the second line, we would delete the word the

25 and insert the word a, so it would say in migration to a

05308

1 new EDI release. After the first sentence --
2 JUDGE RENDAHL: A new EDI release? Oh, I
3 see, okay.
4 MR. CRAIN: After the first sentence after
5 the word release, period, we would add a new sentence
6 that would state, CLEC may not need to certify to every
7 new EDI release, however, and then it would go on, so it
8 would be a new phrase at the start of the second
9 sentence.
10 JUDGE RENDAHL: Okay. And then do you want
11 to change in the last sentence where it says, migrating
12 to the new release, does that need to be also a new
13 release?
14 MR. CRAIN: That could stay the new release.
15 JUDGE RENDAHL: Okay.
16 MR. CRAIN: Moving on to Section
17 12.2.9.6.1.1, we would insert the words at the start of
18 that paragraph, stand alone and/or, so it would be stand
19 alone and/or interoperability testing, and stand and
20 alone should be capitalized.
21 JUDGE RENDAHL: And does interoperability
22 need to remain capitalized?
23 MR. CRAIN: Yes, it does.
24 And those were the changes. That was the
25 grand total of the changes I had. Did I miss anything?

05309

1 MS. BALVIN: WorldCom just wanted to talk
2 about one section that we believe is probably going to
3 be deferred to the cost docket.

4 JUDGE RENDAHL: Okay.

5 MS. BALVIN: But it's Section 12.2.5.2.2, and
6 Qwest states --

7 JUDGE RENDAHL: It's a charge for daily usage
8 record file?

9 MS. BALVIN: Is contained in Exhibit A of the
10 agreement. Just as far as an OSS functionality, since
11 Qwest is already providing functions and supporting
12 functions for all of the necessary local ordering
13 practices of a CLEC, we don't believe that charges
14 should be assessed for DUF records. Qwest doesn't have
15 to do anything in addition to providing those files
16 other than sending a file to the CLEC. So we feel like
17 it should be incurred in the wholesale rate that's
18 provided. And again, we believe this is probably going
19 to come up in the cost docket, but Qwest did make this
20 part of the OSS section, so I wanted to mention our
21 concern there.

22 JUDGE RENDAHL: Ms. Hopfenbeck, when WorldCom
23 says that this is likely to come up in the cost docket,
24 I understand the cost docket is closed. Are you
25 referring to the sort of miscellaneous issues cost

05310

1 docket petition?

2 MS. HOPFENBECK: Yeah, well, there are --
3 there still remain to be reviewed by this Commission a
4 number of miscellaneous items. I mean during the last
5 week, we have come up with packet switching charges,
6 various things. Among the charges that have not yet
7 been addressed by this Commission but that are reflected
8 in Exhibit A are the proposed charges for the daily
9 usage fee, and then category 11 is another type of
10 charge which WorldCom also advocates should not exist
11 for different reasons than we opposed the DUF charges,
12 but category 11 is also mentioned in this Section 12 of
13 the SGAT. But those, you know, I think Ms. Anderl is
14 putting together kind of a preliminary list of issues
15 that are outstanding for potentially a Phase C, should
16 the Commission decide to open a Phase C, and this would
17 fit there.

18 JUDGE RENDAHL: Okay, so you have
19 communicated this to Ms. Anderl?

20 MS. HOPFENBECK: I have.

21 JUDGE RENDAHL: Okay, thank you.

22 Is there anything further for OSS issues?

23 Mr. Finnegan.

24 MR. FINNEGAN: This is John Finnegan. There
25 was one issue in 12.2.5.2.5 I believe Qwest was going to

05311

1 add as a take back, and that's whether there would be a
2 need for local number portability as an additional
3 product in that list of products for which completion
4 reports would be provided.

5 JUDGE RENDAHL: And which section is this
6 again?

7 MR. FINNEGAN: 12.2.5.2.5.

8 MS. BALVIN: I'm thinking it should be .4 as
9 well, loss and completion.

10 MR. FINNEGAN: Actually, there would not be a
11 loss for local number portability. It would only be
12 potentially an issue for completion of work.

13 JUDGE RENDAHL: Ms. Balvin, can you move the
14 microphone closer to you so that we can capture your
15 comments, thank you.

16 MS. BALVIN: I'm sorry.

17 JUDGE RENDAHL: Does Qwest have a response to
18 that suggestion or a comment?

19 MS. NOTARIANNI: I have already put a call in
20 to our folks to find out whether, in fact, we provide
21 the completion notice on this particular report for LNP,
22 and I just don't have an answer back yet.

23 JUDGE RENDAHL: Okay.

24 MS. NOTARIANNI: So if I do have that answer
25 by the end of this session, I will go ahead and bring it

05312

1 forward. If not, I will have it to you.

2 JUDGE RENDAHL: We will defer it then, we
3 will defer that issue. So do we need to create an issue
4 on the issues log to carry this over to make this OSS
5 issue 23?

6 MR. FINNEGAN: Well, actually, we could make
7 it a new issue. It was an old issue, OSS 13.

8 JUDGE RENDAHL: Where it states, parties ask
9 for inclusion of UNE-P and LNP?

10 MR. FINNEGAN: Yeah.

11 JUDGE RENDAHL: Okay, so we should reopen
12 then 13 pending the follow-up workshop?

13 MR. FINNEGAN: That would be fine.

14 JUDGE RENDAHL: Okay, we will do that unless
15 we can resolve it by the end of the day today.

16 Okay, is there anything else on OSS that
17 needs to be addressed in this workshop?

18 Hearing nothing, let's be off the record for
19 a moment.

20 (Discussion off the record.)

21 JUDGE RENDAHL: We are now discussing the
22 CICMP issues, and, Mr. Crain, I'm going to ask you to
23 repeat what you had started off the record.

24 MR. CRAIN: Sure.

25 JUDGE RENDAHL: Start up again on CICMP.

05313

1 MR. CRAIN: When we first received the CLECs'
2 testimony on our change management process in other
3 jurisdictions, we went through it and tried to work out
4 which issues we could agree to and which issues we
5 needed further discussion or possibly could go to
6 impasse. And what we realized were that although we're
7 willing to implement most of the changes the CLECs have
8 suggested, we could not agree to those changes here in
9 the workshops, that actually those changes need to be
10 implemented and agreed to in the change management
11 process itself where all of the CLECs participating in
12 change management could have input and the agreements
13 would be reached through that process.

14 We are going through a process of negotiating
15 those changes, and we have a full day meeting, for
16 example, tomorrow with the CLECs in the change
17 management process to work on those issues. That
18 process is underway, but it should -- it will most
19 likely take at least several more weeks to complete.

20 The way this issue was handled in the seven
21 states was that we have committed to file when that
22 process is done the revised documents governing the
23 CICMP process. We anticipate that we're going to be
24 able to work out these issues through that process, but
25 we would accept a process where CLECs or anybody who

05314

1 wished to could comment on those documents. And in
2 their comments, if they -- if those parties want to
3 suggest further proceedings at that point, we can
4 discuss that issue at that point in time. And we would
5 suggest that that process be followed here as well.

6 JUDGE RENDAHL: Comments on Mr. Crane's
7 summary and suggestions?

8 Mr. Zulevic.

9 MR. ZULEVIC: Yes, I do have some comments
10 that I would like to make concerning the CICMP process
11 and maybe a lit bit of history to kind of put the thing
12 into context. The problem with the CICMP or the fact
13 that the CICMP was an issue came about or was identified
14 early on in some of the workshops, and the main issue
15 that brought this to light had to do with the fact that
16 there were a number of publications, primarily tech pubs
17 and other types of publications, that Qwest had
18 unilateral control over that were not necessarily in
19 agreement with a lot of the new SGAT language and
20 actually imposed additional terms and conditions upon
21 the CLECs.

22 And so it was agreed at the time that Qwest
23 would run these documents through the CICMP process and
24 make sure that the CLECs had an opportunity to review
25 those to make sure that they were consistent with their

05315

1 understanding of the SGAT as well as their own
2 interconnection agreements. And that's where the 45 day
3 timeline came into play and their agreement to run those
4 through within 45 days of the completion of the
5 workshop. And I do understand that Qwest has been
6 working toward that end but still hasn't been able to
7 get those through the CICMP process.

8 But as a part of that, the question came up,
9 what really is the CICMP process, and what does it do,
10 and what involvement do CLECs have in that process, and
11 how much control do they have over the outcome of things
12 that go through that review process. And so in looking
13 at that, it was determined that there was not nearly
14 enough known about it. A lot of CLECs have had very
15 little, if any, involvement in the overall process. So
16 we also found that there were a number of changes,
17 rather significant changes, to terms and conditions that
18 were being processed through the CICMP process, which we
19 -- a number of CLECs had not had a reasonable
20 opportunity to review before they were implemented. So
21 it seemed to be kind of a one sided type process.

22 And so therefore we insisted that this become
23 something that came under review of the 271, and Qwest
24 suggested that it be put into the general terms and
25 conditions, and we all agreed that that might be the

05316

1 appropriate place for it. And it's just been I guess
2 about a month ago that really the decision was made by
3 Qwest to seek input from the CLECs as to what changes
4 need to be made to the process in order to make it a
5 more efficient way of communicating change requirements
6 within the industry. And Covad provided some written
7 comments to Qwest on this issue as to what changes need
8 to be made. I believe WorldCom did and a couple of
9 other carriers as well. And I would like to submit
10 those comments, put them on the record here too as part
11 of the CICMP 271 in the state of Washington. So it's a
12 real --

13 JUDGE RENDAHL: In addition to your --

14 MR. ZULEVIC: It's a real issue that needs to
15 be dealt with, and I think it's a significant 271 issue.

16 We currently are still experiencing some
17 problems with the CICMP whereby changes were made
18 without us having adequate input that are actually
19 causing us to incur held orders. LSRs are being
20 rejected because of a change that was made to an OSS
21 system by Qwest, and we received late notification, and
22 so we're still as of yesterday having orders rejected.
23 Now these are the kinds of things that we can't
24 tolerate, you know, that have to be corrected.

25 And I do feel like the issue is receiving

05317

1 quite a lot of visibility now and that a lot of people
2 are putting a lot of effort into making changes to this
3 process to make sure that it eventually becomes
4 something that is workable. But I want to make sure
5 that it stays under the scrutiny of this Commission,
6 just as the Colorado Commission has chosen to keep
7 visibility of this CICMP process as part of the 271.

8 JUDGE RENDAHL: So, Mr. Zulevic, would you
9 agree then with what Mr. Crain said that allowing these
10 discussions to occur in the CICMP process but then to
11 bring it back before the Commissions for their review?

12 MR. ZULEVIC: In many respects, I agree. It
13 wouldn't be practical to try to, for instance, have a
14 workshop as part of the 271 going on in parallel with
15 what's happening in the CICMP process. And for one
16 thing, there are some different CLECs involved in both
17 cases. There needs to be a way though of making sure
18 that it all comes together and in a timely fashion, so.

19 JUDGE RENDAHL: I guess I'm wondering if this
20 is, because we have talked about having a discussion
21 about future process during the follow-up workshop as
22 part of the prehearing conference, is that -- it seems
23 to me that's an issue that could be brought up at that
24 point. Is that something you're willing to defer to
25 discuss at that point?

05318

1 Ms. Balvin.

2 MS. BALVIN: Can I ask when that schedule is?

3 JUDGE RENDAHL: The follow-up workshop has
4 been scheduled for July 31 through August 3rd, and there
5 is not a set date for a prehearing conference during
6 that time, but we're anticipating that there will be
7 some prehearing conference or some form of scheduling
8 conference to discuss future process here in the state
9 of Washington.

10 MS. BALVIN: I was going to bring up a
11 concern for that, because WorldCom is fully involved in
12 the sessions that Qwest is wanting to create to develop
13 the new redesigned CICMP process, and they have actually
14 scheduled what I believe is an unreasonable schedule and
15 expectation given Qwest 271 workshop requirements in the
16 next couple of months. But they have bimonthly
17 sessions, two day sessions, scheduled through September.
18 So they're not thinking that this is going to be a
19 short-term fix, that there's going to be a lot of
20 negotiations.

21 There were a number of CLECs that are
22 wholeheartedly involved in the process, but it's just
23 not going to be an easy process. We have taken a look
24 at some of the other ILECs and the negotiations that
25 have gone on there for months and months and still are

05319

1 trying to work out the details. Hopefully it won't take
2 that long because we will have some of their expertise
3 or experience to bring light to the table. But I think
4 it truly depends on Qwest's ability to sort of hear the
5 needs of the CLECs and to accommodate the needs of the
6 CLECs.

7 WorldCom has been actively involved in
8 actually CICMP prior to CICMP's inception in 1999, we
9 were pursuing Qwest to implement a change management
10 process probably a year before that. And so we are
11 truly wanting to make sure that the OSS is -- give us
12 the capability of processing local orders from end to
13 end and support our customers with statuses. And the
14 one statement I made in our comments regarding the fact
15 that CLECs have had input into the OSSs now and have
16 only made up 24% of the changes that have gone in place,
17 I think part of that is due to the requirements that
18 Qwest has been forced to implement via regulatory
19 mandates.

20 But if you look at the past CICMP, they went
21 from two releases a year and they're now at four
22 releases a year because of the amount of changes that
23 are being required against their OSSs. So there's a lot
24 happening, there's a lot of changes that need to be
25 made, and system changes don't happen overnight, so I

05320

1 would like to reiterate what Mike said about the
2 regulatory oversight.

3 I think it's critical. I think we want to
4 make sure that you guys are engaged, because my thoughts
5 about CICMP prior to the 271 workshops was that it
6 wasn't working, that Qwest was basically dictating what
7 was going to happen, you know, what changes were going
8 to be made, and CLECs were -- I don't know if it's that
9 they didn't know or felt the need or didn't have the
10 resources, but I didn't think that they felt compelled
11 to fight Qwest because Qwest was presenting things as if
12 this is their process and you need to sort of
13 accommodate it, and that's the whole reason that we want
14 these changes to be seen by Qwest is to sort of
15 collaboratively make that decision, not have it
16 dictated.

17 But my original point to your point was that
18 I don't think the schedule permits bringing it back,
19 because we won't be far enough along in changing the
20 process by the end of this month.

21 JUDGE RENDAHL: I think that the discussion
22 is not to conclude CICMP by the end of the month during
23 the follow-up workshop, but to discuss what needs to
24 happen to finish the 271 review process here in the
25 state of Washington and what timing that involves and

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1 what future processes we should have, not attempting to
2 resolve it by the end of the month, if that clarifies.

3 Ms. Hopfenbeck, did you have something
4 further?

5 MS. HOPFENBECK: Yeah, I just wanted to add
6 that I mean I think it's WorldCom's view, I think it's
7 appropriate to address in the prehearing conference the
8 question of how this Commission will review CICMP and
9 review the results of the CICMP forum that's going on
10 now. I want to go on record in expressing WorldCom's
11 view that the way that process fits within the whole 271
12 review process, we see that as being a critical element
13 in evaluating the question of whether these markets are
14 likely to remain open once Qwest is granted entry into
15 the long distance market in-region. And so without this
16 Commission's sort of review of that and agreement that
17 that process, you know, allows -- gives CLECs a means of
18 interacting with Qwest about their needs of how they're
19 going to get their orders processed and stuff, we think
20 that that public interest aspect isn't satisfied.

21 JUDGE RENDAHL: So would WorldCom be willing
22 to discuss it as a part of this prehearing conference?

23 MS. HOPFENBECK: Yeah, I think it does belong
24 there.

25 JUDGE RENDAHL: Okay, that's what I'm trying

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1 to gather.

2 MS. HOPFENBECK: But I do want to just add
3 one thing. This morning I mentioned we have an exhibit
4 to introduce into the record. I wasn't able to get that
5 copied over lunch, and I don't think it's really
6 necessary to have right now, so I'm asking everyone if
7 they have any objection to us filing that -- these are
8 our CICMP comments on the forum that is going on. This
9 is the same ones that Mr. Zulevic has eluded to, they
10 were filed July 6 or in the early July time frame after
11 our testimony was due in this proceeding. We would just
12 like to have those be a part of this record here, and I
13 would propose to file hard copies, original and 19 with
14 the Commission, and to E-mail copies to the parties and
15 serve hard copies between now and the follow-up
16 workshop.

17 JUDGE RENDAHL: As a late filed exhibit?

18 MS. HOPFENBECK: Yes.

19 JUDGE RENDAHL: Is there any objection?

20 MR. CRAIN: We do not object to that. The
21 only thing I was scrambling for was to see if -- I know
22 I have one.

23 MS. HOPFENBECK: I'm sure you do. We filed
24 them in the other state proceedings.

25 MR. CRAIN: I was wondering if I could just

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1 have them copied right now if you want to --

2 MS. HOPFENBECK: I'm always hesitant to --

3 MR. CRAIN: Whatever they send I carry with
4 me everywhere.

5 MS. HOPFENBECK: Great.

6 MR. ROUTHE: Andy.

7 MR. CRAIN: Yes, Mark.

8 MR. ROUTHE: I've got those comments in front
9 of me. If you've got an E-mail address, I can E-mail
10 them to you right now.

11 MR. CRAIN: No, I've got hard copies, we've
12 got that handled, but thanks.

13 And Qwest is willing to discuss this issue in
14 the upcoming follow-up workshop. The only thing I would
15 also add is that this issue is being fully evaluated
16 also during the OSS test. There's actually a separate
17 test in the ROC test specifically dedicated to change
18 management.

19 MR. ZULEVIC: I'm sorry, would it be all
20 right if Covad provides a hard copy and late files that?
21 Apparently Andy doesn't have a copy of ours.

22 MR. CRAIN: Yeah, we have no objection to
23 that.

24 JUDGE RENDAHL: Okay, let's be off the record
25 for a moment.

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1 (Discussion off the record.)

2 JUDGE RENDAHL: Ms. Friesen, you have some
3 additional comments on the CICMP process?

4 MS. FRIESEN: I do, thank you, Your Honor.

5 To demonstrate to this Commission and to the
6 FCC that Qwest is in compliance with its Section 271
7 obligations, it must show with evidence that it is and
8 has fully implemented the checklist items. It's not a
9 promise of future performance. It is they have
10 implemented today the checklist items.

11 The problem and the dilemma we encounter with
12 the CICMP process, and AT&T would certainly echo what
13 you have heard from Covad and WorldCom, it's
14 demonstrated in evidence in AT&T's Exhibit 851, which is
15 the data requests, the responses from Qwest that deal
16 with the CICMP process. If you review that, you will
17 see that currently the CICMP process doesn't work. And
18 so we are delighted that Qwest is willing to change the
19 CICMP process and work on it, but the problem is it
20 creates a dilemma for the 271 application, because
21 neither this Commission nor the FCC can judge whether or
22 not CICMP really works unless and until it gets a full
23 and complete CICMP that's actually been implemented.

24 So the problem that we face is that we have
25 kind of an unknown schedule. We have a process that's

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1 been taken off line to a group of carriers, and AT&T is
2 one that's participating, but to a group of carriers
3 that may not be consistent from time to time in the
4 meetings and in the agreements. And so I guess we wait
5 with baited breath until they bring it back to the 271
6 workshop process wherein it can actually be looked at.
7 But what will come back, I think, is merely the promise
8 of a process and not something that's actually been
9 implemented, so we've got a problem there.

10 We also have a problem with the ROC testing,
11 and while Mr. Crain points out that ROC will be testing
12 the CICMP process, the question I have for this
13 Commission and the ROC process is what CICMP process are
14 they testing? Are they testing the old one? And if
15 they are, it should fail. Are they testing the new as
16 yet to be implemented? That would be impossible. So I
17 think ROC should hold in abeyance any testing on the
18 CICMP process until it gets the CICMP process that Qwest
19 intends to submit with its 271 application to the FCC.
20 And it's my understanding that Qwest is not going to go
21 forward to the FCC with the current CICMP process.

22 So I think that's the dilemma that we face.
23 And certainly we can take up in the prehearing
24 conference what that means procedurally from our
25 perspective, but unless and until we get a CICMP process

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1 that complies with the requirements of the FCC and that
2 Qwest has implemented, I don't think the investigation
3 can go forward, and I don't think that the application
4 for 271 can be deemed to be in compliance. Those are
5 AT&T's comments.

6 JUDGE RENDAHL: Thank you.

7 Ms. Strain, you had a question?

8 MS. STRAIN: Yeah, Ms. Balvin, just some
9 clarification. When you mentioned the meetings that
10 Qwest had scheduled for two days, was it two days
11 every --

12 MS. BALVIN: Every other week.

13 MS. STRAIN: Two days every other week, okay.

14 MS. BALVIN: Biweekly, bimonthly, yes.

15 MS. STRAIN: Thank you. I get my bi's and my
16 semi's mixed up.

17 MS. BALVIN: I know, I should say twice a
18 month, that's what Tom Dixon told me, what do you mean
19 by that. But they're actually trying to do it
20 concurrently with the CICMP monthly forums that exist
21 today. So in actuality, it would be three days one of
22 the weeks and then two the next. And I know I as a
23 resource had have had to ask one of my co-workers to
24 take on the CICMP so that I can hopefully meet the
25 requirements of the redesign sessions, but the workshops

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1 might interfere with that as well.

2 So what we have asked is that Qwest document
3 everything and that meeting minutes be provided to all
4 of the CLECs so that if there is comments and follow ups
5 for folks that couldn't make it that they would have
6 that available and an opportunity to provide comments,
7 and they are going to do that, so.

8 MS. STRAIN: Thank you.

9 JUDGE RENDAHL: Mr. Crain, did you have any
10 rebuttal?

11 MR. CRAIN: I think we will save them for two
12 weeks from now.

13 JUDGE RENDAHL: Okay, we did while we were
14 off the record, we had marked as 855 WorldCom's comments
15 on the CICMP process.

16 Are there any objections to admitting those
17 at this time?

18 MS. FRIESEN: No objections from AT&T.

19 JUDGE RENDAHL: Okay, hearing nothing, they
20 will be admitted.

21 We also marked as 877 Covad's comments on the
22 CICMP process, but they are not available in hard copy
23 yet, so they will be late filed. And once they're
24 filed, they will be admitted. And for that purpose,
25 Mr. Zulevic, you can use the limited filing requirements

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1 of an original and five on that.

2 MR. ZULEVIC: Thank you.

3 JUDGE RENDAHL: Okay, we also marked as
4 Exhibit 757 some URL references, and, Mr. Crain, would
5 you explain to us what those are.

6 MR. CRAIN: Yes, a question arose in the OSS
7 issues relating to Section 12.2.1.4.2.1 where we
8 committed to provide the same hours processing of orders
9 as we -- or provisioning of orders as we provide for our
10 retail customers. AT&T asked for any references on the
11 Web site to the out of hours provisioning. I have
12 provided three, those three Web site addresses on this
13 document, and we will follow up with hard copies of
14 actual printed pages.

15 JUDGE RENDAHL: And those will supplement
16 this exhibit?

17 MR. CRAIN: Yes, they will.

18 JUDGE RENDAHL: Okay, so why don't we wait
19 until we receive those supplements, and once the
20 supplements are received, we will admit the exhibit. Is
21 that acceptable?

22 MR. CRAIN: Yes, it is.

23 JUDGE RENDAHL: Okay, is there anything
24 further that we need to address on the record here
25 today?

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1 MS. ANDERL: Your Honor.
2 JUDGE RENDAHL: Ms. Anderl.
3 MS. ANDERL: Was there something about Bench
4 Request Response 32?
5 JUDGE RENDAHL: Yes, I had received it
6 through E-mail, but I have not been able to print out
7 the PDF format of the Bench Request itself.
8 MS. ANDERL: Oh.
9 JUDGE RENDAHL: So I don't have a copy to
10 admit into the record, and maybe that's something we can
11 take up in the follow-up once we have received that
12 Bench Request response as well as others that were made
13 during the workshop. Is that acceptable?
14 MS. ANDERL: That's fine with us. We are
15 sending a hard copy. The electronic was just for speed
16 and convenience, and apparently it didn't work that way.
17 JUDGE RENDAHL: Well, for some reason, the
18 Adobe wasn't working on my machine.
19 Okay, before we go off the record, just so
20 all of you are aware of the status of various issues,
21 the Commission's order on participation in the
22 multistate process is in process, and we hope to have it
23 out as soon as possible. It likely will not be today.
24 And I will circulate an updated exhibit list
25 before the follow-up workshop so that everything that we

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1 have admitted or deferred or handled in some way will be
2 reflected on an updated exhibit list for all of you.

3 Ms. Hopfenbeck.

4 MS. HOPFENBECK: I just had two things I

5 wanted to bring up on the record before we --

6 JUDGE RENDAHL: Okay.

7 And I can't think of anything else

8 outstanding at this point.

9 Ms. Strain.

10 MS. STRAIN: The issues logs.

11 JUDGE RENDAHL: And Ms. Strain will try to

12 update the issues logs before the follow-up workshop as

13 well.

14 MS. STRAIN: I will E-mail those to

15 everybody. And if your name isn't on the list that gets

16 E-mail from me and you want to be, then let me know

17 before we close today.

18 JUDGE RENDAHL: Ms. Anderl.

19 MS. ANDERL: I was just going to ask whether

20 we had a start time for the follow-up, if I had just

21 missed that.

22 JUDGE RENDAHL: Not yet, but there will be a

23 notice of hearing that will be circulated and served as

24 soon as we can get it together.

25 Ms. Hopfenbeck.

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1 MS. HOPFENBECK: On the start time, I thought
2 we were at least the first day we were always starting
3 at 10:00, so I'm hoping that that's the case for the
4 31st, just that first day.

5 JUDGE RENDAHL: I'm not sure, but we will
6 take your request under consideration.

7 MS. HOPFENBECK: Well, I will be late if we
8 start earlier, but that's okay, just so you know that.

9 But I had two things to raise. One was an
10 issue that we have raised before with Qwest, but it's
11 I've got a little bit more current information on it,
12 and I just want to, this is sort of an FYI and to prod
13 Qwest a little bit on this. We have talked about the
14 difficulty getting notices out on changes conforming
15 language that's been made to products and tech pubs
16 based on agreements in the SGAT. I actually received
17 beginning last week through the account teams a number
18 of notices about change products that reflect -- that
19 state in the notification that these changes are being
20 made in response to the SGAT, and those should be going
21 out to the service lists, and they're not yet. So I
22 just raised that because they have started going out,
23 but they -- and it's just not possible to track them in
24 the -- when they go to the account teams, because
25 there's so -- they're mixed with so many other changes.

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1 MR. CRAIN: And we do understand that, and I
2 think as Chris Viveros addressed last week, we are going
3 back to make sure that we resend out to the service list
4 anything that has already been sent out, and on a going
5 forward basis, they will be sent out to the service list
6 as well.

7 MS. HOPFENBECK: Great.

8 Then the other request I had was that we made
9 a lot of changes to the SGAT that were agreed upon
10 changes, and I was wondering whether Qwest would be
11 willing to E-mail an updated SGAT before the follow-up
12 so that we can confirm that all of those changes have
13 been made, and would that be okay too?

14 MR. CRAIN: Yes, Joanne says yes, so I can
15 say yes.

16 MS. HOPFENBECK: Thank you, those are my
17 issues.

18 JUDGE RENDAHL: Okay, well, I think we have
19 again made substantial progress. I commend all of you
20 for your effort, and we will see all of you back here
21 for the follow-up workshop on July 31st.

22 (Hearing adjourned at 3:15 p.m.)

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