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**BEFORE THE
WASHINGTON UTILITIES AND TRANSPORTATION COMMISSION**

In the Matter of the Investigation into U S WEST Communications, Inc.'s Compliance with § 271 of the Telecommunications Act of 1996	Docket No. UT-003022
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In the Matter of U S WEST Communications, Inc.'s Statement of Generally Available Terms Pursuant to Section 252(f) of the Telecommunications Act of 1996	Docket No. UT-003040 QWEST'S RESPONSE TO AT&T'S SUPPLEMENTAL FILING REGARDING QWEST'S COMPLIANCE WITH WASHINGTON COMMISSION ORDERS REGARDING WORKSHOP 1 AND 2 ISSUES
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I. INTRODUCTION

Qwest Corporation ("Qwest") submits this response to the Supplemental Filing Regarding Qwest's Compliance with Washington Commission Orders Regarding Workshop 1 and 2 issues filed by AT&T Communications of the Pacific Northwest, Inc. and AT&T Local Services on behalf of TCG Seattle and TCG Oregon (collectively "AT&T") on January 15, 2002.¹

On December 19, 2001, the Commission held a hearing for Qwest and the CLECs to address whether the revisions Qwest has made to its Statement of Generally Available Terms ("SGAT") in

¹ AT&T states that it filed its Supplemental Filing on January 15, 2002. However, as a result of e-mail difficulties at AT&T, the Supplemental Filing was not received by e-mail until January 18, 2002.

1 Washington complied with the Commission's orders in Workshops 1 and 2. During oral argument, it
2 appeared that at least for some SGAT-related issues, the disagreements between Qwest and AT&T
3 may be capable of resolution by negotiation. Accordingly, the ALJ and Commission instructed the
4 parties to negotiate various SGAT provisions and report back to the Commission in a joint reply on
5 January 15, 2002.

6 Unfortunately, the parties did not initiate negotiations prior to this date. Instead, on January
7 15, 2002, AT&T filed its Supplemental Response. Since Qwest has received AT&T's filing, it has
8 reviewed AT&T's SGAT language proposals and it initiated negotiations with AT&T in an attempt
9 to resolve some of the outstanding issues identified in AT&T's Supplemental Filing. As set forth
10 below, the parties have been able to resolve some SGAT-related issues between them. However,
11 some provisions remain at impasse. As set forth in Qwest's previous filings and in this Response,
12 the Commission should adopt Qwest's proposed language for these disputed issues.

13 **II. DISCUSSION**

14 **A. Issues Resolved By Negotiation**

15 AT&T and Qwest have reached agreement on the sections described below that were
16 previously unresolved. The agreed language is attached ("Attachment A").

17 **1. Section 7.2.2.8.6**

18 Following the directive issued at the hearing on December 19, 2001 for parties to discuss
19 Section 7.2.2.8.6, Qwest invited multiple CLECs to participate in the discussions. Only AT&T
20 responded to the invitation and, therefore, AT&T and Qwest were the only parties to the
21 discussions. Because other CLECs elected not to participate, it is reasonable to assume they have
22 no objection to the language that AT&T and Qwest have agreed upon.

23 Section 7.2.2.8.6 relates to LIS forecasts. AT&T and Qwest have agreed to all of the
24 language in this section. The language establishes that Qwest will provide feedback to CLECs
25 relating to their trunk forecasts and will provide the CLECs with a lower forecast only if trunk
26 groups included in the forecast are underutilized.

1 **2. Section 7.2.2.8.6.1.1**

2 AT&T and Qwest have agreed upon all language for Section 7.2.2.8.6.1.1, which addresses
3 the circumstances under which Qwest will return CLEC deposits that were provided after Qwest
4 agreed to make trunk capacity available at a CLEC forecast the exceeded Qwest's forecast.

5 **3. Section 7.2.2.8.6.1.3**

6 AT&T and Qwest have fully agreed on the language for this section, which addresses the
7 availability of forecasted trunks for which a CLEC paid a deposit.

8 **4. Section 7.1.2**

9 Although the language in Section 7.1.2 had been previously resolved, Qwest has accepted
10 AT&T's request to add language clarifying that the interconnection arrangements described in the
11 section will be provided "at any technically feasible point."

12 **B. Issues Remaining In Dispute**

13 **1. Section 7.1.2.1**

14 The dispute relating to Section 7.1.2.1 arises from AT&T's recent insistence that Qwest
15 provide entrance facilities that extend beyond the area served by a Qwest serving wire center
16 ("SWC"). AT&T has requested that Qwest remove the following sentence from this Section:
17 "Entrance facilities may not extend beyond the area served by the Qwest Serving Wire Center." For
18 several reasons, the Commission should reject AT&T's request.

19 First, at the December 19 hearing, AT&T expressly recognized the appropriateness of
20 limiting the reach of entrance facilities to areas served by SWCs, stating that it "*understand[s]*
21 *Qwest's point that an entrance facility can't go beyond its wire center boundaries. That's not*
22 *really the issue.*"² AT&T explained it was concerned that Qwest would somehow construe the
23 limitation as applying to all interconnection and would refuse to provide any interconnection
24 facilities, including transport, beyond the boundary of a wire center.³ However, as Qwest made

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² Hearing Transcript, December 19, 2002, at 6273. (emphasis added).

26 ³ *Id.*

1 clear in the hearing, Qwest's SGAT and the Act itself require Qwest to provide the transport that
2 AT&T would not to reach beyond a wire center boundary.⁴ The limitation on the reach of entrance
3 facilities has no effect at all on that obligation; AT&T's alleged concern is wholly unfounded.

4 Second, the limitation on the reach of entrance facilities maintains an important distinction
5 between entrance facilities and transport that is reflected in the tariffed rates for these facilities.
6 The prices for entrance facilities recognize that, in contrast to transport, these facilities are used for
7 the relatively short distances that are needed to extend from a CLEC point of interconnection
8 ("POI") to a Qwest central office *within* the SWA where the POI is located. Thus, entrance
9 facilities are priced on a flat-rated basis. Transport, on the other hand, is priced on a distance –
10 sensitive basis because of wide variation in the lengths of transport routes that CLECs purchase.
11 AT&T's attempt to remove the SWC limit on the reach of entrance facilities would blur this
12 important distinction, recognized in the Commission's pricing, between entrance facilities and
13 transport.

14 Third, AT&T has not raised this new issue in a timely fashion. The language limiting the
15 reach of entrance facilities has been in Qwest's SGAT at least since March 22, 2000. If AT&T had
16 concerns about this provision, it should have raised them in Workshop II. It did not, and its belated
17 attempt to raise the issue now should be rejected.

18 Finally, AT&T may assert that the Commission's February 22, 2001 Order relating to
19 Interconnection, Number Portability, and Resale supports removing any limit on the reach of
20 entrance facilities. However, that Order did not address this issue. While the Commission ruled
21 that Qwest must provide interconnection through entrance facilities at any technically feasible point,
22 it did not comment on whether the reach of entrance facilities is properly limited by SWC
23 boundaries. Indeed, no party even raised that issue.

24 Accordingly, the Commission should maintain the distinction between entrance facilities and

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26 ⁴ *Id.* at 6279-80.

1 transport and accept Qwest's language.

2 **2. Section 10.2.2.4.**

3 AT&T accepts the majority of Qwest's revisions to Section 10.2.2.4 set forth in Qwest's
4 December 5, 2001 Reply to CLEC Comments on SGAT Compliance ("Qwest's December Reply"),
5 with the exception of the 8:00 p.m. disconnection notice. AT&T Supplemental Filing at 11. As set
6 forth in Qwest's December Reply, the current language of Section 10.2.2.4 is both consistent with
7 Qwest's product notification and with the ROC-approved OP-17 PID. Specifically, the product
8 notification upon which AT&T relies expressly requires CLECs to provide notice of their inability
9 to complete their service provisioning as soon as possible *on the due date*. The ability to provide
10 *late* notice is the exception, not the rule. In response to a September 2001 CMP request from AT&T
11 to clarify Qwest's LNP disconnect process, Qwest made this even more clear. *See* Attachment B.
12 As this Change Request response plainly states, timely notification of due date changes and
13 cancellations is provided as soon as possible and prior to 8:00 p.m. on the due date. "Late
14 notification" is notification any time thereafter and should be provided prior to 12:00 p.m. on the
15 following day. Qwest discussed its new process with CLECs in CMP conference calls in October
16 2001 and posted its final Change Request response on its website in November.⁵ Thus, several
17 months ago, Qwest reiterated that its process provides that timely notice is received by 8:00 p.m. on
18 the due date. As this Change Request response demonstrates, Section 10.2.2.4 of the SGAT is
19 consistent with Qwest's LNP processes.

20 Moreover, Qwest's language tracks the ROC-approved PID for OP-17. The OP-17 PID
21 states that "A CLEC request for delay of disconnection is considered timely if received by Qwest
22 before 8:00 p.m. on the current due date of the LNP order recorded by Qwest." AT&T claims that it
23 has submitted revisions to the OP-17 PID. AT&T Supplemental Filing at 11. What it fails to
24 mention, however, is that those PID revisions have not been agreed upon or approved by the ROC.

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26 ⁵ Such notices are posted on Qwest's website at: <http://www.qwest.com/wholesale/notices/>.

1 Thus, as it now stands, the OP-17 PID and the SGAT consistently define timely notification.
2 Adoption of AT&T's demands will make *untimely* notification the norm, and will serve only to
3 exacerbate the potential for customer disconnects. AT&T has presented no evidence or argument
4 why it cannot provide timely notification of a provisioning delay by 8:00 p.m. on the due date.

5 It bears repeating that the ALJ found that the CLEC, not Qwest, is responsible for its own
6 business process, including provisioning service on the due date and notifying Qwest of any delays.⁶
7 The rationale for holding the switch translations until 11:59 p.m. on the day following the due date
8 was driven *not* by the CLECs' inability to provide prompt notice, but a concern for ensuring that
9 customers are not disconnected.⁷ Under AT&T's proposal, however, end users are again at risk of
10 disconnect. With late notice the norm, Qwest may not have sufficient time to prevent the
11 disconnect.⁸ To ensure that customers are not disconnected, Qwest's SGAT properly requires timely
12 notice on the due date.

13 AT&T also cites Qwest's proposed language for Section 10.2.5.3.1 in Colorado and claims
14 that AT&T would approve this language if Qwest deleted the words "try to" in the final sentence.
15 Qwest would agree to incorporate the revised version of Section 10.2.5.3.1 in Washington as it was
16 submitted and approved in Colorado, and will go so far as agree to revise "try to" to "use its best
17 efforts." However, Qwest will not agree to elimination of these terms. Again, AT&T, through
18 SGAT revisions, is attempting to redefine both the PIDs and the process for providing timely notice
19 of due date changes. The ROC has approved a PID that defines timely notification and that
20 measures Qwest's performance based upon timely notification in a manner that is consistent with the
21 SGAT and Qwest's processes. AT&T's proposed PID revisions have not been adopted.

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23 ⁶ Initial Order Finding Noncompliance in the Areas of Interconnection, Number Portability and Resale ¶ 212 at 59
24 (Feb. 22, 2001) ("ALJ Workshop 2 Initial Order") ("The BOC can be responsible only for its own processes, not how
25 the CLEC provisions the loop or if the CLEC customer fails to keep an appointment").

26 ⁷ ALJ Workshop 2 Initial Order, ¶ 215 at 60.

⁸ In addition, the OP-17 measure tracks Qwest's performance in completing LNP number ports, and focuses on the
degree to which Qwest performs the port without implementing the associated disconnects before the scheduled
date/time. Qwest requires notice on the due date in order to meet its performance requirements and avoid penalties.

1 Accordingly, it would be premature, to say the least, to adopt AT&T's revisions. Indeed, to date, no
2 Commission has ordered them.

3 **3. Section 10.8.2.27.**

4 Although not instructed to negotiate with AT&T regarding this provision, in the course of
5 negotiating other provisions, Qwest has attempted to negotiate resolution of outstanding SGAT
6 language issues relating to this provision. However, the parties have not been able to resolve their
7 disputes. Attached to this brief as Attachment B is Qwest's most recent offer to AT&T to resolve
8 disputes relating to this provision. The Commission should adopt Qwest's proposed SGAT
9 language or the language originally included in Qwest's September 21, 2002 SGAT.

10 **III. CONCLUSION**

11 Qwest's SGAT complies with the Commission's Workshop 1 and 2 Orders. Nevertheless,
12 Qwest has negotiated with AT&T in an attempt to resolve outstanding SGAT-related issues. Those
13 efforts have borne fruit and further demonstrate Qwest's commitment to working collaboratively
14 with its competitors. On those issues where Qwest has drawn the line, it has done for legitimate
15 reasons and consistently with the Commission's Orders on Workshops 1 and 2. The Commission
16 should find that Qwest's SGAT, with the consensus modifications, complies with the Commissions
17 orders in those workshops.

18 RESPECTFULLY SUBMITTED this 8th day of February, 2002.

19 QWEST

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