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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

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 CORPORATION'S
SUPPLEMENTAL COMMENTS
ON SGAT COMPLIANCE**

On April 5, 2002, Qwest filed with the Commission various documents demonstrating its compliance with the Commission's final order in Workshop 4 (28th Supplemental Order) and the Commission's order on reconsideration in Workshop 2 (26th Supplemental Order). Other parties filed responses on April 16, 200. Qwest's compliance was addressed during oral argument on April 24 and 25, 2002. Qwest submits this filing in accordance with the schedule ordered by the Commission, on April 24th, for supplemental comments.

Set forth herein is a discussion of the compliance issues that were resolved during the hearing. Where it was necessary to change SGAT language to reach an agreement, that language is set forth in attachments to these comments. Except as otherwise noted, the language is shown as a redlined version of the April 5, 2002 SGAT. Additionally, Qwest has attempted here to answer questions that were raised during the argument.

1 The parties argued the compliance issues based on a matrix of issues assembled by the
2 Commission by compiling the comments of Qwest, AT&T, Covad, and ELI/Time Warner.
3 Qwest identifies the issues below by reference to the April 5, 2002 SGAT section, and the page
4 number of the matrix on which the issue appears.

5 **SGAT § 9.6.2.1, page 3.** Covad raised questions about whether the section complies
6 with the Commission order regarding charging for regeneration. Qwest will include in its next
7 SGAT the language in Attachment A. This language amends § 8.3.1.9. This language was
8 agreed to in previous hearings but was inadvertently omitted from the SGAT, and addresses
9 Covad's concerns. This issue is therefore resolved.

10 **SGAT § 9.23.3.17, page 4.** A question was raised by the Commission about whether this
11 section should contain language identical to the language in § 6.4.1 and § 12.3.8.1.5 regarding
12 handling of misdirected calls. Qwest agrees that it should, and will amend the language to match
13 the other sections. Further discussion of this issue is found below, where the correct language for
14 these other two sections is discussed.

15 **SGAT § 9.1.2.1.5, page 6.** This SGAT section states that Qwest will provide CLECs a
16 copy of Qwest's retail build policy upon request. Covad objected to the cross-reference in this
17 SGAT section to the confidentiality provisions in SGAT § 5.16. Qwest and Covad have agreed
18 upon the language in Attachment B. This agreement is conditioned upon the Commission
19 rejecting AT&T's proposed amendment, which would add a requirement that Qwest disclose
20 information on actual retail build jobs.

21 **SGAT § 9.1.14, page 9.** Covad and AT&T both filed comments suggesting additional
22 language for this section, which addresses the redesignation of interoffice facilities to loop
23 facilities. The parties agreed on that language, which is contained in Attachment C.

24 **SGAT § 9.5.2.5, page 11.** The Commission asked if the last sentence of this section was
25 redundant, and if the language should otherwise be clarified. Qwest agrees, and has proposed
26 language in attachment D to effect the changes.

1 **SGAT § 9.3.5.4.1, page 11.** AT&T filed comments on this section concerning intervals
2 associated with determining ownership of building wiring. AT&T suggested additional
3 clarifying language. The parties reached agreement on this issue, as set forth in Attachment E.

4 **Automation of LSR Process for Subloop Ordering, page 11.** AT&T objected to
5 Qwest's status report on this issue (filed on April 11, 2002, in accordance with the 28th
6 Supplemental Order, ¶ 263). AT&T called Ken Wilson to testify on this issue. The parties
7 agreed to continue discussion of this matter and will report back to the Commission in the near
8 future.

9 **SGAT § 9.2.2.4.1, page 12.** Covad filed comments on this section, asking that a bill-
10 credit mechanism be stated explicitly. The parties have reached agreement on this issue,
11 contained in Attachment F.

12 **SGAT § 9.1.2.1.3.2, page 12.** Covad filed comments on this section regarding Qwest's
13 obligation to build, suggesting language that it claimed was more clear and in compliance with
14 the Commission Order. Qwest has agreed to accept Covad's language, as set forth on
15 Attachment G. This section is not redlined from Qwest's SGAT, it simply reflects Covad's
16 language, to which Qwest has agreed. Qwest notes that this SGAT section is one part of a series
17 of sections to which AT&T has proposed significant edits. As noted in oral argument, Qwest
18 does not agree to AT&T's edits.¹

19 **SGAT § 9.1.2.1.3.2, page 12.** This SGAT section is the same as the one discussed
20 above. If the Commission does not accept the agreement between Covad and Qwest to modify
21 the language as set forth in Attachment F, there is a question about the language in this section.
22 The Commission asked if the word "CLECs" should be deleted as shown on Attachment G-1.
23 Qwest agrees. The revised language is shown on attachment G-1, and the modification will be
24 made in the next SGAT filing, depending on the Commission's decision on this paragraph and
25 related sections.

26 _____
¹ Qwest does not intend to reargue disputed issues in this pleading, and mentions AT&T's edits only to clarify that both AT&T and Covad proposed edits to the same SGAT section.

