BEFORE THE WASHINGTON UTILITIES AND TRANSPORTATION COMMISSION

IN THE MATTER OF THE INVESTIGATION INTO QWEST CORPORATION'S COMPLIANCE WITH §271(C) OF THE TELECOMMUNICATIONS ACT OF 1996.	**)**	**DOCKET NO. UT-003022**

AFFIDAVIT OF

BARRY ORREL

QWEST CORPORATION

RE: GENERAL TERMS AND CONDITIONS

MAY 16, 2001

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IDENTIFICATION OF AFFIANT

My name is Barry Orrel. I am employed by Qwest as a Director in the Local Networks' Technical Regulatory organization. My business address is 700 W. Mineral Avenue, Denver, Colorado 80120.

My education includes a Bachelor of Science degree from the University of Minnesota.

My telecommunications background and experience span over 22 years and include assignments in Qwest's retail business office, engineering, and wholesale operations organizations. Currently, I am responsible for developing and managing interconnection strategies that are consistent and compliant with federal and state requirements.

PURPOSE OF AFFIDAVIT TESTIMONY

My affidavit covers those portions of Section 12 of the SGAT involving maintenance and repair as well as Qwest's performance data concerning maintenance and repair. SGAT Section 12 places on Qwest a concrete legal obligation to provide maintenance and repair services to any CLEC opting into the SGAT. Qwest is already required to provide similar maintenance and repair functions to CLECs through many interconnection agreements filed in Washington. Moreover, the myriad of maintenance and repair performance metrics make clear that Qwest is providing these services at an

acceptable level of quality. Specifically, Qwest is providing these services in substantially the same time and manner as it provides similar services for its own retail customers.

TESTIMONY

A. SGAT SECTION 12

In his testimony of May 16, 2001, James H. Allen of Qwest Information Technologies discussed Section 12 of the SGAT, "Access to Operational Support Systems (OSS)." In this portion of my affidavit, I will address the maintenance and repair portions of Section 12. The current red-lined SGAT language of the maintenance and repair portions of Section 12 to which I refer in my affidavit is attached to James H. Allen's testimony dated May 16, 2001, as Exhibit JHA-4.

Qwest has provided CLECs with OSS interfaces that support maintenance and repair. The SGAT memorializes Qwest's obligation to maintain such interfaces. Section 12.2.2 provides for Qwest to provide electronic interface gateways, including an electronic bonding interface and a graphical user interface ("GUI"), for exchanging updated information and progress reports while a trouble report ("TR") is open and Qwest is working on a resolution.

The principal maintenance and repair contract language, however, begins in SGAT Section 12.3. Section 12.3.1 states that Qwest will provide CLECs with

maintenance and repair services, and maintenance and repair business process support in substantially the same time and manner as it provides similar services for itself and its own end-users. The end-to-end maintenance and repair process is substantially the same in both the retail and wholesale environments. Both Qwest and CLECs can submit and monitor trouble tickets on electronic interfaces. Once the trouble ticket is issued, Qwest uses the same pool of technicians to investigate and repair the trouble. Finally, when the trouble is cleared, Qwest reports both its retail and wholesale performance in its performance indicator definition ("PID") metrics.

The remaining portions of SGAT Section 12.3 concern specific maintenance and repair issues. For example:

> Section 12.3.2 requires Qwest to use ”branded” forms upon request when Qwest must communicate with the CLEC’s end-users.
>
> Section 12.3.3 addresses Qwest’s and the CLECs' reciprocal obligations to manage service interruptions. This section requires both parties to perform trouble isolation testing to isolate the condition to the other carrier’s network before referring the matter to the other.
>
> Section 12.3.4 allows for Qwest to recover costs associated with trouble isolation found to be in the CLEC’s network. The CLEC is responsible to isolate trouble within the Qwest network prior to placing a trouble report with Qwest. The CLEC can avoid this cost altogether by adhering to the

terms of Section 12.3.3.5, which requires both parties to isolate trouble to the other carrier's network before referring a trouble ticket.

Section 12.3.5 specifically exempts Qwest from the obligation of performing inside wire maintenance unless specifically required by regulatory mandate.

Section 12.3.6 concerns the circumstances under which Qwest will perform testing and coordinated tests as they relate to unbundled network elements ("UNEs").

Section 12.3.8 addresses misdirected repair calls. Just as with resale, carriers that receive misdirected calls must refer the end-user to their carrier; however, carriers are entitled to discuss their own products and services with end-users. This issue is at impasse in Workshop #2 (re Checklist Item 14 - Resale). Resolution of the issue in that workshop should dictate the result here as well.

The remainder of Section 12.3 concerns issues such as major outages, protective maintenance, hours of operation and the like. I will not delve into these subjects in detail as the specific language in the SGAT speaks for itself.

B. QWEST'S MAINTENANCE AND REPAIR PERFORMANCE DATA

Qwest's maintenance and repair ("MR") performance indicator definition ("PID") data prove that Qwest is providing CLECs with maintenance and repair capabilities in substantially the same time and manner as it provides similar services for its own retail end-users. Exhibit BO-2 to my affidavit contains one full year of Qwest's MR PID metrics ending in March 2001. For repair purposes, the participants to the ROC performance metric workshops determined that maintenance and repair functions have a retail analog. Thus, the repair metrics almost always contain data comparing how Qwest is performing for both its retail and wholesale customers.

The performance data show that Qwest consistently provides CLECs with equal or better maintenance and repair services. This is true irrespective of the mode of entry selected by the CLEC, be it through facilities-based by-pass, the use of unbundled network elements (UNEs), or resale. Although all of the data are attached, I will go through several key performance metrics that relate to the different modes of entry.

1. Resale Maintenance and Repair

Several performance metrics affect resale. These metrics consistently show that Qwest provides such maintenance and repair services to CLECs at an acceptable level of quality. Data within measure MR-3 concern out of service cleared within 24 hours for resold residential and business POTS service. This PID evaluates the timeliness of repair for non-designed services, focusing on trouble reports resolved within the

standard estimate for non-designed services (i.e., 24 hours for out-of-service conditions). The audited performance data in Exhibit BO-2 indicate that Qwest repair of CLEC resold services is equal to or better than Qwest repair of its own residential POTS service.

For example, MR-3A, which measures repair requiring dispatch of a technician, shows that Qwest has provided CLECs with substantially similar repair services for the last 12 months for residential and POTS service. Over the past six months, service has been outstanding with Qwest clearing out of service conditions for CLEC customers between 85% and 95% of the time. The data are virtually identical for resold business POTS service. Additional perspective may be gained by reviewing how quickly, on average, Qwest restores out-of-service situations. MR-6A shows that the mean time to restore is consistently below 24 hours (the objective) and over the past six months has been between 11 and 17 hours for both resold business and residential POTS service requiring dispatch. This performance also appears to be improving each month.

Qwest's maintenance and repair performance improves even more when no technician dispatch is required to fix the problem. In these situations, over the past six months, troubles have been cleared (MR-3C) between 83% and 100% of the time for both business and residential service. This data are consistently equal to or better than Qwest's retail service. When no dispatch is required, the time it takes to restore the line goes down dramatically. For residential service over the past six months, service was restored in 7.5 hours or less each month (MR-6C), with restoration occurring in less

than five hours four of the six months. The mean time to restore is even shorter for business service, with times over this six month span always 5.5 hours or less and less than five hours during five of these months.

Qwest also consistently clears all troubles – be they out of service or otherwise -- on CLEC lines within 48 hours for resold residential and business POTS service. Data within performance measure MR-4 evaluates the timeliness of repair for specified services focusing on trouble cases of all types (both out-of-service and service-affecting). MR-4 measures the percent of trouble reports that are cleared within 48 hours of a call from a CLEC. The audited data in Exhibit BO-2 indicate that Qwest consistently provides equal or better service for all troubles cleared to CLECs purchasing resold residential and business POTS service from Qwest. Qwest's performance in MSAs where a dispatch was required (MR-4A) show substantially similar numbers for resold and retail repair timeliness. Over the past six months, all troubles were cleared between 94% and 100% of the time, with perfect performance in three of the six months. These numbers, again, improve even more when no dispatch is required. In those circumstances, over the past six months, Qwest has cleared all troubles at least 98% of the time.

The maintenance and repair services that Qwest provide to reseller CLECs is substantially the same as – indeed is often better than – that which Qwest provides to its own retail customers. This is true whether it is residential service, business service, or even Centrex service and irrespective of whether the repair requires a dispatch.

2. Facilities-Based By-Pass

Facilities-based providers depend on interconnection trunks to transport traffic between their switch and the Qwest switch. The participants to the ROC established parity benchmarks for local interconnection service (LIS) trunks as compared to Qwest's Feature Group D trunks. The maintenance and repair performance metrics again show that Qwest is providing outstanding service to its wholesale customers.

Unlike residential and business resold POTS, the objective for trunks is to clear any trouble within four hours. The performance data within measure MR-5 show the percentage of the time that Qwest clears troubles on LIS trunks within four hours. Over the past six months, Qwest has cleared such troubles between 75% to 93% of the time. In three of these months, more than 91% of the troubles were cleared on time. In 11 of the last 12 months, Qwest has provided CLECs with statistically equal or better repair service for LIS trunks than it has provided for itself. The fact that Qwest is clearing troubles on trunks quickly is also born out by measure MR-6D, the mean time to restore LIS trunks. In five of the last six months, the mean time to restore has been less than four hours. It is also worthy of mention that once trunks are installed, they rarely need to be repaired. The trouble rate (MR-8) for LIS trunks has been less than 0.5% for each month over the past year.

The maintenance and repair services that Qwest provide to facilities based CLECs is substantially the same as that which Qwest provides to its own retail operations. The performance data surrounding LIS trunks bears this out.

3. Unbundled Network Elements (UNEs)

The primary mode of entry in Qwest's region to date with UNEs has been through the use of unbundled loops. Some providers use analog loops to provide voice service and others provide DSL service primarily over 2-wire non-loaded (clean copper) loops. The maintenance and repair data for unbundled loops also show that Qwest consistently provides equal or better service to CLECs. Although these unbundled loops do not have a retail analog on the provisioning side, the participants to the ROC process determined that a retail analog does exist when Qwest is performing repair functions.

The same measures that apply to resold residential service also apply to unbundled loops; specifically: (1) how often does Qwest clear out of services troubles within 24 hours (MR-3D); (2) how often does Qwest clear all troubles within 48 hours (MR-4D); and (3) how quickly, on average, does Qwest clear troubles (MR-6D). The data from these metrics consistently show that Qwest is providing equal or better service to CLECs ordering unbundled loops. For example, CLECs with analog loops or 2-wire non-loaded loops had out of service troubles cleared within 24 hours 87.5% of the time or better in each of the last six months (MR-4D). In four of these months for analog and in five of them for 2 wire non-loaded, these troubles were cleared 90% of the time or better. This was always equal or better service than Qwest provided to its own retail end-users.

Qwest provided even more outstanding service to CLECs with analog loops or 2-wire non-loaded loops that experienced any trouble that needed to be cleared within 48 hours. In these circumstances, Qwest cleared the trouble 95% of the time or better in each of the last six months (MR-4D). When troubles are experienced on such loops, the mean time to restore (MR-6D) data show that Qwest has cleared troubles in 13 hours or less -- again consistently equal or better service for CLEC customers. It is also worthy of mention that once loops are installed, they rarely experience trouble. The trouble rate (MR-8) for both analog loops and 2-wire non-loaded loops is consistently less than 2%.

The maintenance and repair services that Qwest provides to CLECs who lease unbundled network elements is also substantially the same as – indeed in many instances better than – that which Qwest provides to its own retail end-users. This is true irrespective of whether the CLEC is a voice or data provider.

CONCLUSION

Qwest provides CLECs with access to maintenance and repair services of substantially the same quality as those Qwest provides to itself. Proof of this equality can be found in Qwest's SGAT and its maintenance and repair performance data.

INDEX OF EXHIBITS