

BEFORE THE WASHINGTON UTILITIES AND TRANSPORTATION COMMISSION

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

REBUTTAL AFFIDAVIT OF
BARRY ORREL
QWEST CORPORATION
REGARDING GENERAL TERMS AND CONDITIONS

JUNE 21, 2001

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1 and WorldCom also proposed additional requirements to be applied to Qwest as a
2 prerequisite to a determination that it has met its 271 obligations. These issues were
3 discussed in detail in the Arizona General Terms and Conditions workshop in June,
4 2001. The result of these discussions was consensus language for all issues except
5 misdirected repair calls. My reply testimony addresses each of the issues raised by
6 AT&T and WorldCom and provides the consensus language agreed to in Arizona. My
7 testimony also reconfirms that Qwest has a contractual obligation to provide
8 maintenance and repair and is providing maintenance and repair services to its CLEC
9 customers that is substantially the same in timeliness and quality as it provides to its
10 own retail customers.

11 **SECTION 12.3 – MAINTENANCE AND REPAIR**

12 **A. Section 12.3.1 (Service Levels)**

13 AT&T proposes changes to Sections 12.3.1.1, 12.3.1.2 and 12.3.1.3 to address
14 communication of trouble report status as well as missed repair appointments and
15 further proposes a one hour timeframe for reporting missed appointments. Qwest
16 already has a performance measure – MR-9 Repair Appointments Met – that tracks
17 whether Qwest met its repair commitments. Similarly, in contracts and the PIDs, Qwest
18 agrees that it is obligated to provide CLECs with maintenance and repair service of
19 substantially the same quality as it provides for its own retail services. Qwest provides
20 CLECs with mediated access to its maintenance and repair systems through CEMR.
21 CEMR provides real-time status of trouble reports for POTS and design type services.

1 CLECs can verify status of a trouble report at any time that the electronic bonding
2 gateway is available. Since a CLEC may verify trouble report status either manually or
3 electronically and Qwest is required to provide its repair services in substantially the
4 same time and manner as it provides to itself, there is no need for this requirement.

5 In Section 12.3.1.1 AT&T also proposes an addition to the end of the sentence:
6 "...its customers, its affiliates and to any other party." Since Qwest agrees that it must
7 provide substantially the same maintenance and repair services in time and manner as
8 it provides to itself, Qwest agrees to add equivalent language throughout Section 12.3.

9 Finally, AT&T asks that Section 12.3.1.3 be changed such that Qwest perform
10 maintenance and repair services on a "first come first served" basis. Qwest does use
11 best efforts to perform all repair services on a first in, first out basis. However, AT&T's
12 proposal doesn't recognize that trouble tickets may have different priorities assigned to
13 them. These priorities are based on the severity of the trouble. For example, an out-of-
14 service condition will result in a higher priority than a trouble ticket for excessive noise
15 on a POTS line. Moreover, it is not always prudent, wise or realistic to manage repair
16 on a first come first served basis especially when a dispatch is required. Dispatch
17 requires coordination of effort to maximize use of a technician. It would not be wise to
18 go from home 1 to home 3 because the trouble tickets were received in that order, when
19 home 2 was directly between the two. Good business sense says otherwise.

1 Qwest proposes the following consensus language, which had been developed
2 in the June, 2001 Arizona General Terms and Conditions workshop, for Sections
3 12.3.1.1, 12.3.1.2 and 12.3.1.3. This language should address AT&T's concerns:

4 12.3.1.1 Qwest will provide repair and maintenance for all services
5 covered by this Agreement in at the same time and manner ~~equal to~~
6 that which Qwest provides for itself, its end user customers, its
7 Affiliates, and any other party. Qwest shall provide CLEC repair status
8 information in substantially the same time and manner Qwest provides
9 for its retail services.

10 12.3.1.2 During the term of this Agreement, Qwest will provide
11 necessary maintenance business process support to allow CLEC to
12 provide similar service quality to that provided by Qwest to its end user
13 customers, its Affiliates, and any other party.

14
15 12.3.1.3 Qwest will perform repair service that is ~~equal~~substantially
16 the same in timeliness and quality to that which it provides to its own
17 end user customers, its Affiliates, and any other parity. Trouble calls
18 from CLEC shall receive response time priority that is substantially the
19 same as that provided to Qwest retail services and shall be handled in
20 a nondiscriminatory manner.

21
22

23 **B. Section 12.3.2 (Branding)**

24 WorldCom proposes maintenance and repair language for the branding section
25 that provides CLECs the ability to direct Qwest to use a CLEC brand when interfacing
26 with the end user customer on the CLEC's behalf. This language harkens back to 1996
27 when the CLECs asked Qwest to brand their trucks, shirts and hats. This is simply not
28 practical. This request was soundly and uniformly rejected in the past. Qwest will,
29 however, agree to use branded as well as unbranded forms when performing
30 maintenance and repair services on behalf of a CLEC.

1 WorldCom's proposed language also would provide CLECs with the ability to
2 provide or review all customer materials provided by Qwest to CLEC customers
3 including forms, business cards or other business materials. This requirement is
4 unnecessary as Qwest will either leave branded, if requested to do so, or unbranded
5 forms with end user customers. Requiring Qwest to manage and distribute the different
6 types of forms used by CLECs and subjecting Qwest to review and approval of forms it
7 leaves with customers intrudes upon Qwest operations and goes well beyond its 251
8 obligations.

9 WorldCom also requests that Qwest not discuss CLEC products and services
10 with CLEC subscribers, provide CLECs with methods, procedures, training and
11 "approaches" to be used by Qwest to enforce branding requirements. Qwest agrees not
12 to discuss CLEC products and services with CLEC subscribers. However, Qwest's
13 supporting methods and procedures are the subject of third party testing and, as such,
14 language requiring descriptions of methods and procedures, for example, is
15 inappropriate and should not be included in SGAT language.

16 Qwest proposes the following language for branding, which is based upon
17 consensus language developed in the June, 2001 Arizona General Terms and
18 Conditions workshop:

19 12.3.2.1. ~~Should Qwest need to use various forms for~~
20 ~~communication with CLEC end users (while out on premises dispatches~~
21 ~~on behalf of CLEC, for example, Qwest will use unbranded~~
22 ~~forms. Qwest will use unbranded maintenance and repair forms while~~
23 ~~interfacing with CLEC end user customers. Upon request, Qwest shall~~

1 use CLEC provided and branded maintenance and repair forms. Qwest
2 may not unreasonably interfere with branding by CLEC.

3
4 12.3.2.2 If required by CLEC, Qwest will use branded forms at
5 CLEC's full expense, covering training costs, storage, printing,
6 distribution and all other branding-related costs. Except as specifically
7 permitted by CLEC, in no event shall Qwest provide information to
8 CLEC subscribers about CLEC or CLEC products or services.

9
10 12.3.2.3 This section shall confer on Qwest no rights to the service
11 marks, trademarks and trade names owned or used in connection with
12 services by CLEC or its Affiliates, except as expressly permitted by
13 CLEC.

14
15
16 **C. Section 12.3.3 (Service Interruptions)**

17 AT&T requests clarification on how Section 12.3.3 operates in relation to Section
18 5.1.3 – the provision in the SGAT that prohibits parties from interfering with the other's
19 services. Section 12.3.3 provides much more definition and specificity regarding the
20 conditions for "Impairment of Service" in the context of maintenance and repair activities
21 than does Section 5.1.3.

22 In its comments, AT&T states that Qwest has no right to arbitrarily disable circuits
23 of other carriers including those of CLECs and requests clarification on what may trigger
24 such activity. The definition for "Impairment of Service" is provided in Section 12.3.3.1.
25 The four criteria described in the definition describe Impairment of Service as disruption
26 of service, physical damage to network facilities, safety, and privacy invasion. In the
27 context of Section 12.3.3.2, Qwest will not arbitrarily disable a carrier's facilities. Qwest
28 will only disable another carrier's facilities if one of the four Impairment-of-Service
29 conditions applies, and then, only after prior notification as provided in Section 12.3.3.2.

1 Nonetheless, Qwest agreed to remove reference to discontinuance of service from
2 Section 12.3.3.2 in deference to development of final language in Section 5.1.3.

3 Qwest has modified Section 12.3.3.2 to incorporate the following consensus
4 language developed in the June, 2001 Arizona General Terms and Conditions
5 workshop:

6 12.3.3.2 If it is confirmed that either Party is causing an Impairment
7 of Service, as set forth in this Section, the Party whose network or
8 service is being impaired (the "Impaired Party") shall promptly notify the
9 Party causing the Impairment of Service (the "Impairing Party") of the
10 nature and location of the problem. ~~The Impaired Party shall advise the~~
11 ~~Impairing Party that, unless promptly rectified, a temporary~~
12 ~~discontinuance of the use of any circuit, facility or equipment may be~~
13 ~~required.~~The Impairing Party and the Impaired Party agree to work
14 together to attempt to promptly resolve the Impairment of Service.

15 **D. Section 12.3.4 (Trouble Isolation)**

16 AT&T expresses concern about Qwest's ability to charge for maintenance and
17 repair activities performed on behalf of the CLEC that are determined to arise from a
18 problem in the CLEC or end-user owned portion of the network. Qwest believes the
19 CLEC has the obligation to isolate trouble for its end users to the Qwest network before
20 passing a trouble report to Qwest. Network demarcation points are provided for all
21 Qwest UNEs for the purpose of test access. These test access points provide CLECs
22 with the capability to isolate trouble either to the CLEC network, the Qwest network, or
23 the end user owned portion of the network. If the CLEC chooses not to perform trouble
24 isolation activities before passing a trouble report to Qwest, and Qwest then isolates

1 trouble to the CLEC network, Qwest should be able to recover costs associated with
2 this work.

3 WorldCom, in its redlined SGAT Lite, requests the reference to the Exchange
4 and Network Service Catalog be replaced with "cost docket." While the rates for
5 Maintenance of Service charges for specific products will be developed in state cost
6 dockets, the reference to the Exchange and Network Services Catalog and Exhibit A is
7 appropriate. The Maintenance of Service charge is a trouble isolation charge to be
8 applied as referenced in Exhibit A of the SGAT. Qwest, therefore, objects to the
9 inclusion of "cost docket" in Section 12.3.4.1.

10 The trouble isolation consensus language provided below was agreed to in the
11 June, 2001 Arizona General Terms and Conditions workshop:

12 12.3.4.1 Pursuant to applicable Exchange and Network Service
13 Catalog, Qwest will bill appropriate charges for dispatched work done
14 by Qwest where the trouble is found to be on the end user's side of the
15 NID or trouble is found to be in CLEC's portion of the network. CLEC is
16 responsible for its own end user base and will have the responsibility for
17 resolution of any service trouble report(s) from its end users. CLEC will
18 perform trouble isolation and any associated ancillary services prior to
19 reporting trouble to Qwest. CLEC shall have access for testing
20 purposes at the Demarcation Point. Qwest will work cooperatively with
21 CLEC to resolve trouble reports when the trouble condition has been
22 isolated and found to be within a portion of Qwest's network. Qwest
23 and CLEC will report trouble isolation test results to the other. Each
24 Party shall be responsible for the costs of performing trouble isolation
25 on its facilities, subject to Sections 12.3.4.2 and 12.3.4.3.

26 12.3.4.2 Other Trouble Isolation Charges may be imposed by
27 Qwest on CLEC for other internal repair work incurred on behalf of
28 CLEC and later found to be in CLEC network components. When CLEC
29 requests that Qwest perform trouble isolation with CLEC, a

1 Maintenance of Service charge will apply if the trouble is found to be on
2 the end user's side of the Demarcation Point. If the trouble is on the
3 end user's side of the Demarcation Point, and the CLEC authorizes
4 Qwest to repair trouble on the CLEC's behalf, Qwest will charge CLEC
5 the appropriate Additional Labor Charge set forth in Exhibit A in addition
6 to the Maintenance of Service charge.

7 12.3.4.3 When CLEC elects not to perform trouble isolation and
8 Qwest performs tests at CLEC request, a Maintenance of Service
9 charge shall apply if the trouble is not in Qwest's facilities. Maintenance
10 of Service charges are set forth in Exhibit A.

11
12 **E. Section 12.3.6 (Testing/Test Requests/Coordinated Testing/UNEs)**

13 AT&T asserts that Qwest should perform line tests for CLEC end users under the
14 same terms and conditions as Qwest does for its own end users where technically
15 feasible to do so. Qwest agrees with AT&T's position. Qwest disagrees, however, with
16 AT&T's claim that it must have access to line test results in the same manner as Qwest
17 provides its own personnel, and WorldCom's request that test results be provided for all
18 manually generated trouble tickets. Qwest is required to provide to the CLECs the
19 same information that it provides to its retail customers. Qwest does not provide test
20 results from maintenance and repair activities to its retail customers. Therefore, it is
21 inappropriate to require Qwest to provide CLECs a higher quality of service than Qwest
22 provides to itself. In the interest of conciliation, however, Qwest agrees to provide test
23 results upon request if the information is readily available.

24 AT&T also asserts that Qwest does not provide parity and nondiscriminatory
25 treatment in terms of its obligation to provide access to OSS functions that support the
26 CLECs' modes of entry. The SWBT Texas 271 Order cited by AT&T at paragraph 94

1 provides for substantially the same information in terms of quality, accuracy, and
2 timeliness, not direct access to OSS. Qwest meets this requirement by providing line
3 test capability in its electronic bonding interface that may be used by CLECs at their
4 discretion.

5 WorldCom requests clarification from Qwest regarding Section 12.3.6.1 where
6 Qwest states it may perform tests on an end user's line at its discretion. An example of
7 such activity is proactive maintenance. Qwest may subject end user circuits such as
8 POTS to periodic tests to identify degrading performance parameters prior to receiving
9 a trouble notification from a customer. WorldCom also, in reference to Section 12.3.6.4,
10 states: "Qwest inability to test unbundled network elements does not provide for Qwest
11 to validate that the provisioned service is maintenance free." Qwest is capable of
12 testing UNEs. The issue here is one of system capability versus manual repair
13 procedures. Qwest, again, asserts that CLECs should be capable, and indeed willing,
14 to isolate trouble to insure proper and timely disposition before passing a trouble to
15 Qwest.

16 Therefore, Qwest provides the consensus testing language developed in the
17 June, 2001 Arizona General Terms and Conditions workshop:

18 12.3.6.1 ~~Qwest shall have no obligation to test an end user's line~~
19 ~~or circuit, but may in appropriate circumstances. Where CLEC does not~~
20 ~~have the ability to diagnose and isolate trouble on a Qwest line, circuit,~~
21 ~~or service provided in this Agreement that CLEC is utilizing to serve an~~
22 ~~end user customer, Qwest will conduct testing, to the extent testing~~
23 ~~capabilities are available to Qwest, to diagnose and isolate a trouble in~~
24 ~~substantially the same time and manner that Qwest provides for itself,~~

1 its end user customers, its Affiliates, and any other party.12.3.6.2
2 Prior to Qwest conducting a test on a line, circuit, or service
3 provided in this Agreement that CLEC is utilizing to serve an end user,
4 Qwest must receive a trouble report from CLEC.

5 12.3.6.3 Qwest end user customers are not given test results. On
6 manually reported trouble for non-designed services, Qwest will ~~not~~
7 provide readily available test results to CLEC ~~the test results for its~~
8 ~~trouble reports~~. For electronically reported trouble, ~~CLEC may be~~
9 ~~provided various basic test results~~Qwest will provide CLEC with the
10 ability to obtain basic test results in substantially the same time and
11 manner that Qwest provides for itself, its end user customers, its
12 Affiliates, and any other party.

13 12.3.6.4 ~~Qwest's test systems do not support testing of unbundled~~
14 ~~network elements. CLEC shall isolate the trouble condition on UNE~~
15 ~~end users to Qwest's portion of the end user's service before Qwest~~
16 ~~accepts a trouble report for that end user.~~CLEC shall isolate the trouble
17 condition to Qwest's portion of the line, circuit, or service provided in
18 this Agreement before Qwest accepts a trouble report for that line,
19 circuit or service. Once Qwest accepts the trouble report from CLEC,
20 Qwest shall process the trouble report in substantially the same time
21 and manner Qwest does for itself, its end user customers, its Affiliates,
22 and any other party.

23
24 **F. Section 12.3.8 (Misdirected Calls)**

25 AT&T and WorldCom argue that Qwest should insert language into Section
26 12.3.8.1.5 that prevents Qwest from marketing to misdirected maintenance and repair
27 call. Qwest agrees that misdirected repair calls should be redirected to the appropriate
28 party for trouble resolution. However, Qwest disagrees with AT&T and WorldCom that
29 a CLEC end user customer inquiry directed to Qwest regarding Qwest products and
30 services should be turned away simply because the customer is served by another
31 carrier. AT&T's language seems to prevent the end user customer from exercising
32 freedom of choice. Additionally, there is an assumption implicit in this argument that an

1 end user customer may not have more than one local exchange carrier providing
2 different services such as voice and data. In this scenario, it may indeed be appropriate
3 for Qwest to discuss its products and services with a customer that may also purchase
4 products and services from a CLEC.

5 Since this issue has already been briefed in both the resale and UNE-P sections,
6 there is no need to address it again in this workshop. Parties agreed in the June, 2001
7 Arizona General Terms and Conditions workshop to leave this as an impasse issue,
8 and defer Section 12.3.8 language to the outcome of the issue in the resale and UNE-P
9 decision, importing appropriate language at that time.

10 **G. Section 12.3.9 (Major Outages/Restoral/Notification)**

11 AT&T requests clarification concerning Qwest's thresholds for major outage and
12 restoral notification. The FCC defines major outages to include call blocking, fire related
13 incidents, E911 and PSAP failures, and failure of special facilities such as FAA major
14 airport and air traffic control. The FCC specifies thresholds for FCC-required major
15 outage reporting.¹ Qwest also provides its retail customers and CLECs with abnormal
16 condition reporting that includes the following major outage events and thresholds:

- 17
- Greater than 5,000 Network Access Lines (NALS) affected
- 18
- Greater than 5,000 blocked calls

¹ 47 CFR 63.100

- 1 • Total radio transmission failures
- 2 • Full DS3 or larger
- 3 • Total DCS or Multiplexer failures
- 4 • Fire or explosion affecting end user service
- 5 • SHARP, SHNS, or NET21 failure
- 6 • Greater than 5 minute switch initializations with greater than 5,000
- 7 NALS
- 8 • Greater than 5 minute dual A-Link failures with greater than 5,000
- 9 NALS
- 10 • Multiple dual A-Link failures in the same day or chronic failures
- 11 • Any DS3 or greater where Qwest is responsible for maintenance
- 12 • A chronic problem or repeat of the same problem in the same
- 13 equipment
- 14 • Greater than 4,000 blocks of AMA (1 block equals 20-25 calls)

15 Qwest provides email notification of major outage events to CLECs using the
16 identical process in manner and frequency as it uses for Qwest retail customers with
17 one exception. Qwest withholds proprietary information such as customer names in its
18 emails to CLECs. The email notification provides CLECs with notification of a major
19 outage anywhere in the Qwest 14-state incumbent local exchange network, assuming
20 the CLEC has an interconnection agreement with Qwest in each of those states. Email
21 notification includes an initial abnormal condition report, updates to the initial report, and
22 a final report that includes restoral timeframes and failure cause.

1 WorldCom proposes changes that would significantly expand Qwest's obligation
2 for network outage reporting to any outage event. Qwest disagrees that it has a legal
3 requirement to provide network outage information to CLECs that goes beyond that
4 which Qwest provides its own retail customers. WorldCom also suggests minor
5 modifications to Section 12.3.9.1 that Qwest agrees to make. The language below
6 reflects agreed to changes during the June, 2001 Arizona General Terms and
7 Conditions workshop:

8 12.3.9.1 Qwest will notify CLEC of major network outages ~~as soon~~
9 ~~as is practical~~ in substantially the same time and manner as it provides
10 itself, its end user customers, its Affiliates, and any other party. This
11 notification will be via e-mail to CLEC's identified contact. With the
12 minor exception of certain proprietary information, Qwest will utilize the
13 same thresholds and processes for external notification as it does for
14 internal purposes. This major outage information will be sent via e-mail
15 on the same ~~frequency~~ schedule as is provided internally within Qwest.
16 The email notification schedule shall consist of initial report of abnormal
17 condition and estimated restoration time/date, abnormal condition
18 updates, and final disposition. Service restoration will be non-
19 discriminatory, and will be accomplished as quickly as possible
20 according to Qwest and/or industry standards.

21

22 H. Section 12.3.10 (Protective Maintenance)

23 AT&T requests 10-day advance notice of scheduled maintenance activity that
24 may affect the CLEC or CLEC end users. Qwest objects to this requirement as it is
25 arbitrary and goes beyond what Qwest provides to its own retail end users. Qwest's
26 tariffs (Washington Access Tariff, Section 2.1.10) state that it will provide the customer
27 reasonable notification of service-affecting activities that may occur in normal operation
28 of business. Such activities may include, but are not limited to, equipment or facilities

1 additions, removals or rearrangements, routine preventative maintenance and major
2 switching machine change-out. Generally, such activities are not individual customer
3 specific, they affect many customer services. No specific advance notification period is
4 applicable to all service activities. Furthermore, Qwest already provides advance
5 notification of switch change outs, switch generic software upgrades, and major
6 equipment upgrades on its Network Disclosure and ICONN web sites. In the future,
7 Qwest will also provide CLECs with advance notification of major outside plant
8 construction activity on its ICONN database.

9 AT&T also suggests that Qwest add language that addresses “non-scheduled
10 maintenance, testing, monitoring and surveillance activity that Qwest performs” that
11 may impact CLEC or its end users as a new Section 12.3.10.3. Qwest challenges the
12 concept that it will always know “without limitation” that a CLEC or its end user customer
13 is involved in such non-scheduled maintenance activity. For example, proactive
14 maintenance activity intended to identify facility degradation before it becomes
15 noticeable to the end user may be performed under circumstances where individual
16 customers are not identified. AT&T’s proposed language would result in an inadvertent
17 violation of the SGAT.

18 Qwest rejects WorldCom proposed elimination of the word “substantially” from
19 Section 12.3.10.1. This section uses the same standard set by the FCC. Substantially
20 the same, as I understand it, means the same with statistical overlay. This exact
21 language, as I understand it, has been accepted time and again in workshops

1 throughout Qwest's region. WorldCom also requests to add thresholds and notification
2 standards described in Section 12.3.10.2. Qwest rejects this request because, to the
3 extend such standards exist, they should not be included in a contract. Industry
4 standards should be developed and documented by the appropriate standards body.

5 Qwest did agree, however, to add specific parity language resulting in the
6 following consensus language from the June, 2001 Arizona General Terms and
7 Conditions workshop:

8 12.3.10.1 Qwest will perform scheduled maintenance equal in of
9 substantially the same type and quality to that which it provides to itself,
10 its end user customers, its Affiliates, and any other party.

11 12.3.10.2 Qwest will work cooperatively with CLEC to develop
12 industry-wide processes to provide as much notice as possible to CLEC
13 of pending maintenance activity. Qwest shall provide such notice in
14 substantially the same time and manner as it provides itself, its end
15 user customers, its Affiliates, and any other party. Such process work
16 will include establishment of reasonable thresholds and notification
17 standards.

18 **I. Section 12.3.11 (Hours of Coverage)**

19 WorldCom requests the insertion of the word "identified" between the last two
20 words of the second sentence in Section 12.3.11.1. Qwest agrees to this change,
21 which has been incorporated into consensus language from the June, 2001 Arizona
22 General Terms and Conditions workshop:

23 12.3.11.1 Qwest's repair operation is seven days a week, 24 hours a
24 day. Not all functions or locations are covered with scheduled employees
25 on a 7X24 basis. Where such 7X24 coverage is not available, Qwest's

1 repair operations center (always available 7X24) can call-out technicians
2 or other personnel required for the identified situation.

3
4 **J. Section 12.3.12 (Escalations)**

5 AT&T notes that Qwest should provide documentation of its escalation
6 procedures regarding maintenance and repair. Qwest has provided its maintenance
7 and repair escalation procedures on a web site already available to CLECs:

8 <http://www.qwest.com/wholesale/clecs/escalations.html>

9 WorldCom requested the phrase “substantially the same as” replace “based on”
10 in Section 12.3.12.1. Qwest agrees to this change. The language below is also
11 consensus language from the June, 2001 Arizona General Terms and Conditions
12 workshop:

13 12.3.12.1 Qwest will provide trouble escalation procedures to CLEC.
14 Such procedures will be ~~based on the processes Qwest employs for its~~
15 ~~own end users~~ provided in substantially the same type and quality as
16 Qwest employs for itself, its end user customers, its Affiliates, and any
17 other party. Qwest escalations are manual processes.

18
19 **K. Section 12.3.13 (Dispatch)**

20 WorldCom requests the changes to Section 12.3.13.1 that require Qwest to
21 dispatch maintenance and repair technicians under the same circumstances as Qwest
22 dispatches for itself. This is not appropriate language as there are situations where
23 Qwest would not dispatch for itself but a technician dispatch may be required for a

1 CLEC. Additionally, Qwest's intent with this language is to commit to using the same
2 dispatch schedule for Qwest retail and CLEC end user customers alike. This
3 subsection is not intended to address whether or not a technician will be dispatched.

4 AT&T argues that Qwest should not be allowed "in all cases" to charge a CLEC
5 for dispatching a technician for repair purposes when the CLEC requested the dispatch.
6 Qwest agrees. The intent of Section 12.3.13.2 is to provide Qwest the opportunity to
7 charge a CLEC for a CLEC-requested dispatch when a dispatch was not required to
8 clear the trouble. AT&T's language does not address the situation where the CLEC-
9 requested dispatch results in trouble isolation to the CLEC network. Essentially, Qwest
10 is performing trouble isolation on behalf of the CLEC and should be allowed to recover
11 costs associated with technician dispatch. Also, WorldCom requests the removal of the
12 words "internal and" in the first sentence. The intent of this language is to allow Qwest
13 to follow internal standards identified in its technical publications that are based on
14 external industry standards. The parties did, nonetheless, agree to the consensus
15 dispatch language below in the June, 2001 Arizona General Terms and Conditions
16 workshop.

17 AT&T also raises the issue of Qwest's ability to change operational processes as
18 described in Section 12.3.13.3 and questions how notification of such changes will be
19 provided. AT&T proposes that changes to Qwest's operational processes be subject to
20 CICMP so that CLECs have input to changes. Qwest disagrees that it is required to
21 subject all of its operational procedures to CLEC scrutiny. Not all Qwest operations

1 processes directly impact CLECs or relate to parity comparisons between Qwest retail
2 and wholesale operations.

3 WorldCom further proposes that the phrase “for which CLEC will not be liable” be
4 added to the first sentence. Qwest agrees to this request.

5 AT&T also views Section 12.3.13.4 to be repetitive and requests that it be
6 removed. Qwest agrees.

7 The following is consensus dispatch language developed in the June, 2001
8 Arizona General Terms and Conditions workshop:

9 12.3.13.1 Qwest will provide maintenance dispatch personnel ~~on the~~
10 ~~same schedule as it provides for its own end users in substantially the~~
11 ~~same time and manner as it provides for itself, its end user customers,~~
12 ~~its Affiliates, and any other party.~~

13
14 12.3.13.2 Upon the receipt of a trouble report from CLEC, Qwest will
15 ~~do all that is reasonable and practical, according to follow~~ internal
16 ~~processes~~ and industry standards, to resolve the repair condition.
17 Qwest will dispatch repair personnel on occasion to repair the condition.
18 It will be Qwest’s decision whether or not to send a technician out on a
19 dispatch. Qwest reserves the right to make this dispatch decision
20 based on the best information available to it in the trouble resolution
21 process. It is not always necessary to dispatch to resolve trouble;
22 should CLEC require a dispatch when Qwest believes the dispatch is
23 not necessary, appropriate charges will be billed by Qwest to CLEC for
24 those dispatch-related costs in accordance with Exhibit A.

25
26 12.3.13.3 For POTS lines, Qwest will not request authorization from
27 CLEC prior to dispatch for which CLEC will not be liable. For lines
28 supported by Qwest’s designed services process, Qwest may accept
29 CLEC authorization to dispatch. ~~Qwest’s operational processes are~~
30 ~~regularly reviewed and may be altered in the future. Should processes~~
31 ~~be changed, CLEC will be notified.~~

32

1 12.3.13.4 ~~CLEC shall perform appropriate trouble isolation and~~
2 ~~screening prior to submitting a trouble report to Qwest.~~ Intentionally Left
3 Blank.
4
5

6 **L. Section 12.3.14 (Electronic Reporting)**

7 WorldCom suggests the inclusion of the telephone number for manual trouble
8 reporting in Section 12.3.14. Qwest rejects this proposal because this section
9 addresses electronic reporting, and Section 12.3.3.4 already addresses that issue. In
10 the June, 2001 Arizona General Terms and Conditions workshop, WorldCom agreed
11 that the manual reporting telephone number was not required in this section.

12 **M. Section 12.3.15 (Intervals/Parity)**

13 Section 12.3.15 addresses maintenance and repair intervals and states that
14 similar trouble conditions shall receive similar commitment intervals. AT&T requires that
15 Qwest provide CLECs with the “same” and WorldCom requests “parity,” rather than
16 “similar” commitment intervals as Qwest provides for its own end users and affiliates.
17 This issue has already been addressed at the ROC and is incorporated into specific PID
18 repair interval measures. It is not appropriate to compare UNE repair intervals to POTS
19 repair intervals, for example, from a sameness perspective. The process for performing
20 repair on UNEs and finished services may not be the same. Therefore, to apply a
21 sameness test to this type of activity is inappropriate. This is why the ROC measures
22 maintenance and repair of wholesale services against its retail analog. The FCC
23 supported this approach in its Texas 271 order as well.

1 The following SGAT language was agreed to in the June, 2001 Arizona General
2 Terms and Conditions workshop:

3 12.3.15.1 Similar trouble conditions, whether reported on behalf of
4 Qwest end users or on behalf of CLEC end users, will receive similar
5 commitment intervals in substantially the same time and manner as
6 Qwest provides for itself, its end user customers, its Affiliates, and any
7 other party.

8

9 **N. Section 12.3.16 (Jeopardy Management)**

10 AT&T requests that Qwest provide more detailed information regarding its
11 jeopardy management process. AT&T asks if Qwest provides the same notice for
12 missed commitments to CLECs as it does for itself and its end users. Qwest provides
13 CLECs substantially the same notice (manner and timeliness) for missed commitments
14 that Qwest provides for its own end users. AT&T also asks how and when missed
15 commitment notice will be given to CLECs and how this compares with Qwest's retail
16 processes. Qwest technicians use the same maintenance and repair jeopardy reason
17 codes in the same OSS for Qwest retail customers as they use for CLEC customers.

18 WorldCom requests Qwest modify Section 12.3.16.1 to positively state that
19 notice will be given to CLECs for missing a committed interval. Qwest agrees to make
20 this change. The following represents consensus language from the June, 2001
21 Arizona General Terms and Conditions workshop:

22 12.3.16.1 ~~Notification to CLEC will be given on the same basis that~~
23 ~~a trouble report interval is likely to be missed.~~Qwest will notify CLEC
24 that a trouble report interval is likely to be missed in substantially the

1 same time and manner as Qwest provides this information to itself, its
2 end user customers, its Affiliates, and any other party.

3
4 **O. Section 12.3.17 (Trouble Screening)**

5 In its comments concerning Section 12.3.17, AT&T ignores the fact that CLECs
6 have the capability to isolate trouble within their networks. That is, CLECs have test
7 access points within their networks to perform trouble isolation activities. If no trouble is
8 found within the CLEC network and any network facilities on the end user customer side
9 of a network demarcation point, it can be assumed that trouble lies elsewhere (i.e., the
10 Qwest network). Therefore, a CLEC does not need access to Qwest trouble isolation
11 capabilities in order to perform trouble isolation. However, Qwest does agree to AT&T's
12 proposed language addition of "to the extent possible" to Section 12.3.17.1.

13 AT&T also asserts Qwest should provide CLECs with the "same ability to test
14 services or facilities when that capability generally rests solely with Qwest." Using
15 resale as an example, this requirement does not make sense. Because Qwest
16 performs all maintenance activity, a CLEC would always provide Qwest with a trouble
17 request for this type of service. Additionally, Qwest provides MLT test capability to
18 CLECs through electronic bonding. The MLT information provided to CLECs via
19 electronic bonding is substantially the same as what Qwest technicians "see" when
20 performing the same test and allows a CLEC to determine if there are grounds, shorts,
21 opens, etc. on the circuit. It is not clear from AT&T's comments specifically what
22 additional test capability might be necessary to perform trouble isolation activities.

1 Qwest rejects AT&T proposed SGAT language addition to Section 12.13.17.1 geared to
2 provide nebulous test capability that may or may not aid CLECs with trouble isolation.

3 Finally, AT&T requested the word "will" be substituted with the word "may."
4 Qwest agrees to this change.

5 WorldCom suggests the elimination of Section 12.3.17.1 on the grounds that
6 "Qwest system business rule edits should not allow for the submission of a non-Qwest
7 owned trouble report." The purpose of this subsection, however, is to provide CLECs
8 with the expectation that trouble isolation occurs before a trouble is reported to Qwest.
9 This subsection has nothing to do with facility ownership.

10 Section 12.3.17 below represents consensus language reached by the parties at
11 the June, 2001 Arizona General Terms and Conditions workshop:

12 12.3.17.1 CLEC shall screen and test its end user trouble reports
13 completely enough to insure, to the extent possible, that it sends to
14 Qwest only trouble reports that involve Qwest facilities. For services
15 and facilities where the capability to test all portions of the Qwest
16 network service or facility rest with Qwest, Qwest will make such
17 capability available to CLEC to perform appropriate trouble isolation
18 and screening.

19 12.17.2 Qwest will cooperate with CLEC to show CLEC how
20 Qwest screens trouble conditions in its own centers, so that CLEC
21 ~~will~~may employ similar techniques in its centers.

22

1 changed to "End User Responsibilities." Qwest rejects this proposal because this
2 section does not address end user responsibilities.

3 AT&T requests examples of training material provided to Qwest personnel to that
4 addresses non-discriminatory behavior. Included below is an excerpt from Qwest's
5 *Code of Conduct* (pages 16-17) that addresses this issue under the heading of "Our
6 Competitors":

7 Compliance with antitrust and unfair competition laws
8 is very important to us. Because of the complexity of these
9 laws, you should seek advice from Legal Affairs if you have
10 questions.

11 The following guidelines will help you avoid violations
12 of antitrust and unfair competition laws:

- 13 • Do not directly or indirectly enter into agreements that
14 might limit competition or restrain trade. This would
15 include price fixing, bid rigging, allocating markets or
16 customers and boycotting. Never discuss or listen to
17 discussion of this nature with competitors.
- 18 • Do not make false, misleading or disparaging remarks
19 about individuals, their organizations or their products
20 and services. Instead, focus on the quality and value of
21 our products and services.
- 22 • Customers who are competitors (e.g., carriers and
23 interconnectors) must not be disadvantaged in the levels
24 of service we provide to them. For example, Qwest may
25 not improperly use wholesale customers' proprietary
26 network information.

27 Qwest's *Code of Conduct* subjects violators to disciplinary action up to and
28 including termination of employment. This issue has been argued extensively in the

1 loop workshops and is at impasse there. In the June, 2001 Arizona General Terms and
2 Conditions workshop, the parties agreed to apply the loop resolution to this issue to the
3 language in Section 12.3.19.2.

4 AT&T also requests that a new Section 12.19.3 be added to recognize the CLEC
5 as the customer of record and sole point of contact for repair end user interface. This
6 language implies, however, that an end user has only one CLEC providing services to it.
7 This is not the case for services such as line sharing and line splitting, for example.

8 Changes to the AT&T proposed language were agreed to in the June, 2001
9 Arizona General Terms and Conditions workshop and are presented below as a new
10 Section 12.19.3:

11 12.19.3 Qwest will recognize the designated CLEC/DLEC as the
12 customer of record for all services ordered by CLEC/DLEC and will
13 send all notices, invoices and pertinent information directly to
14 CLEC/DLEC. Except as otherwise specifically provided in this
15 Agreement, customer of record shall be Qwest's single and sole point
16 of contact for all CLEC/DLEC customers.

17 **R. Section 12.3.20 (Repair Call Handling)**

18 WorldCom requests that Qwest answer manually reported repair calls with the
19 same quality and speed as Qwest answers calls from its own end users. The parity test
20 for this activity is "substantially the same" quality and timeliness. However, Qwest
21 recognizes that manual repair call answering is unique in that there is no distinction
22 between CLEC and Qwest end user repair calls. Therefore, Qwest agrees to retain the
23 original language in Section 12.3.20.1, noting the exception to the parity test.

1 12.3.20.1 Manually reported repair calls by CLEC to Qwest will be
2 answered with ~~substantially~~ the same quality and speed as Qwest
3 answers calls from its own end users.

4
5 **S. Section 12.3.23 (Maintenance Windows)**

6 Section 12.3.23 addresses maintenance windows applicable to major switch
7 maintenance. AT&T requests clarification as to what constitutes major switch
8 maintenance and when such activity would be performed outside of the defined
9 maintenance window.

10 Major switch maintenance can occur for many reasons, such as switch
11 conversions, switch equipment repair, and software upgrades or fixes. This activity is
12 scheduled in maintenance windows if there is risk of customer service impact. Activity
13 that does not risk customer service, such as the addition of non-integrated equipment, is
14 scheduled under normal business hours for example. Also, emergency situations
15 resulting in service interruption would be done immediately and may not fit into a
16 defined maintenance window.

17 AT&T also requests that Qwest provide CLECs with notification of switch generic
18 software upgrades as well as “quiet periods” in advance of such activity. While AT&T
19 provides insufficient information to address the specific issues raised in its testimony,
20 Section 12.3.23.4 already addresses this issue by providing a web site for Qwest’s
21 ICONN database for this purpose. Quiet periods, also called moratoriums or
22 embargoes, are placed on local exchange carrier switches for switch conversions or

1 hardware upgrades, for example. Information relating to switch conversions can be
2 obtained from the ICONN database. Additionally, Qwest's Network Disclosure web site
3 provides CLECs with moratorium information. Qwest posts this information as soon as
4 it issues an engineering job to support the maintenance activity. This information can
5 be provided as long as a year in advance. Moratoriums can occur for different time
6 intervals depending on the activity involved. For example, quiet times are declared for
7 switch conversions the Monday before the conversion and extend until the Friday after
8 the conversion. Trunks connected to a switch are embargoed beginning 45 days before
9 and extends five days after a switch conversion. Such embargoes may also extend
10 beyond these standard intervals if problems occur during the switch conversion
11 necessitating extensions that may last as long as 45 days after the conversion.
12 Embargoes for specified activities are a common practice in the industry and are
13 applied to CLECs and Qwest retail customers alike.

14 WorldCom requests minor modification to this section. Specifically, in Sections
15 12.3.23.1 and 12.3.23.2, WorldCom deletes the first word, "Generally." This word is
16 appropriate in this context as there are conditions, outlined above, where major switch
17 maintenance may be performed outside of normal maintenance windows. WorldCom
18 also requests new IMA hours be reflected in the maintenance language. This request is
19 inappropriate as Qwest maintenance windows are not in any fashion related to IMA.
20 Finally, WorldCom adds language to Section 12.3.23.3 that allows for prior notification
21 for maintenance activities that could impact CLEC ordering practices. Qwest agreed to

1 the following modifications in the June, 2001 Arizona General Terms and Conditions
2 workshop to Section 12.23.2 to address this issue:

3 12.3.23.2 Generally, the maintenance window is between 10:00
4 p.m. through 6:00 am Monday through Friday, and Saturday 10:00 p.m.
5 through Monday 6:00 am, Mountain Time. Qwest will provide
6 notification of any and all maintenance activities that may impact CLEC
7 ordering practices such as embargoes, moratoriums, and quiet periods
8 in substantially the same time and manner as Qwest provides this
9 information to itself, its end user customers, its Affiliates, and any other
10 party.

11

12

CONCLUSION

13 As I stated in my original testimony, Qwest provides its CLEC customers with
14 substantially the same maintenance and repair services as it provides for itself. The
15 proof in the pudding is Qwest's performance in this area as is exemplified by its PID
16 data. The language provided in the SGAT is consistent with Qwest's obligation to
17 provide nondiscriminatory maintenance and repair capability to CLECs and already is
18 sufficient to support competitive activity within Qwest's incumbent local exchange carrier
19 region.