

BEFORE THE PUBLIC SERVICE COMMISSION OF UTAH

**In The Matter of the Petition of AUTOTEL for)
Arbitration of an Interconnection Agreement)
with QWEST CORPORATION Pursuant to)
Section 252(b) of the Telecommunications Act)
)**

DOCKET NO. 03-049-19

**DIRECT TESTIMONY
OF
LARRY B. BROTHERRSON
FOR
QWEST CORPORATION**

MAY 30, 2003

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1 **I. IDENTIFICATION OF WITNESS**

2 **Q. PLEASE STATE YOUR NAME, OCCUPATION, AND BUSINESS ADDRESS.**

3 A. My name is Larry B. Brotherson. I am employed by Qwest Corporation (Qwest) as a
4 director in the Wholesale Markets organization. My business address is 1801 California
5 Street, Room 2350, Denver, Colorado, 80202.

6 **Q. BRIEFLY OUTLINE YOUR EMPLOYMENT BACKGROUND.**

7 A. Since joining Northwestern Bell Telephone Company in 1979, I have held several positions
8 within Northwestern Bell, U S WEST Communications, and Qwest. Most of my
9 responsibilities and assignments have been within the Law Department. Over the past 20
10 years, I have been a state regulatory attorney in Iowa, a general litigation attorney, and a
11 commercial attorney supporting several organizations within Qwest. My responsibilities
12 have included advising the company on legal issues, drafting contracts, and addressing
13 legal issues that arise in connection with specific products. With the passage of the
14 Telecommunications Act of 1996 (the Act), I took on responsibility for providing legal
15 advice and support for Qwest's Interconnection Group. In that role, I was directly involved
16 in working with competitive local exchange carriers (CLECs). I negotiated interconnection
17 agreements with CLECs that implemented various sections of the Act, including the Act's
18 reciprocal compensation provisions. In 1999, I assumed my current duties as director of
19 wholesale advocacy.

20 My current responsibilities include coordinating the witnesses for all interconnection
21 arbitrations and for hearings involving disputes over interconnection issues. Additionally, I

1 work with various groups within the Wholesale Markets Organization of Qwest to develop
2 testimony addressing issues associated with interconnection services.

3 **Q. WHAT IS YOUR EDUCATIONAL BACKGROUND?**

4 A. I received a Bachelor of Arts degree from Creighton University in 1970 and a Juris Doctor
5 degree from Creighton in 1973.

6 **Q. HAVE YOU PREVIOUSLY TESTIFIED BEFORE THE UTAH PUBLIC SERVICE**
7 **COMMISSION?**

8 A. Yes. I presented testimony in the arbitration between Level 3 Communications, LLC and
9 Qwest in November, 2002 (Docket No. 02-2266-92) and in the multi-state workshops
10 relating to Qwest's application pursuant to the Utah Section 271 proceeding (Docket No.
11 00-049-08) for entry into the long distance market.

12 **II. SUMMARY**

13 **Q. PLEASE SUMMARIZE AND DESCRIBE THE PURPOSE OF YOUR**
14 **TESTIMONY.**

15 A. The purpose of my testimony is to explain Qwest's positions, and the policies underlying
16 those positions, relating to the following issues raised in this arbitration proceeding. I will
17 use the numbering system in Qwest's response to Autotel's petition but will also identify
18 the issue number in Autotel's petition.

1 ISSUE 1 (Autotel #1): Is Qwest required to reconfigure its network to support
2 inter-tandem trunking?

3 ISSUE 2 (Autotel #6): When using Type 1 interconnection, is Autotel required to
4 interconnect to a Qwest end office in each of Qwest's local calling areas where Autotel
5 provides service?

6 ISSUE 4 (Autotel #2): Can Qwest refuse to provide the facilities and equipment
7 used for interconnection, access to unbundled network elements and the exchange of
8 traffic? If so, under what conditions.

9 ISSUE 10 (no corresponding Autotel issue): Does the option for a single point of
10 presence ("SPOP") with Type 2 interconnection provide a reasonable solution to
11 Autotel's request to avoid interconnection with end offices in all local calling areas to be
12 served?

13 ISSUE 12 (no corresponding Autotel issue): Should the Bona Fide Request
14 process be adopted in the interconnection agreement?

15 My testimony will show that Qwest seeks to strike a balance between meeting the
16 interconnection needs of Autotel, while at the same time ensuring that the services that
17 Qwest provides comply with the governing law. While Qwest and Autotel have worked
18 through numerous issues and closed other areas of dispute, these issues remain open and
19 require resolution by the Commission.

1 **Q. WHAT QWEST WITNESSES WILL ADDRESS OTHER ISSUES?**

2 A. William R. Easton will address Qwest Issue Nos. 3, 5, 6, 7, 8, 11, 13, 14 and 15. Rachel
3 Torrence will address Qwest Issue Nos. 1, 2, 8 and 9. On all issues except Qwest Issue No.
4 9, Ms. Torrence's testimony is in addition to Mr. Easton's or mine and provides additional
5 technical information related to the issue. Qwest Issue No. 9 dealing with signaling on
6 switching is primarily a technical issue and Ms. Torrence is the only Qwest witness to
7 address that issue.

8 For the convenience of the Commission and the other parties, I have prepared Exhibit
9 LBB-1 which provides a matrix of the issues, showing Qwest's issue number and Autotel's
10 corresponding issue number, a brief identification of the issue and the page in the
11 testimony of each Qwest witness where that issue is addressed.

12 **III. PRELIMINARY COMMENTS**

13 **Q. ARE THERE ANY PRELIMINARY ISSUES THAT NEED TO BE ADDRESSED**
14 **BEFORE DISCUSSING THE SPECIFIC DISPUTED ISSUES IN THIS**
15 **ARBITRATION?**

16 A. Yes. Certainly a large part of our dispute with Autotel arises from the differences between
17 a Type 1 wireless provider and a Type 2 wireless provider. Qwest is willing to offer a
18 Type 1 interconnection agreement to any wireless provider that wants one. Indeed we have
19 a number of Type 1 agreements with wireless providers. Qwest is also willing to enter into
20 a Type 2 interconnection agreement with any wireless provider and we have numerous

1 such agreements in place. These two types of agreements are very different however and
2 each agreement focuses on the needs of the specific Type 1 or Type 2 company.

3 **Q. WHAT TYPE OF AGREEMENT HAS AUTOTEL SOUGHT TO NEGOTIATE?**

4 A. Autotel is currently operating as a Type 1 wireless provider within the Qwest territory, but
5 they have requested that we negotiate both Type 1 and Type 2 terms into one agreement.
6 Because each type of connection has unique properties and limitations, each type of
7 connection requires different terms and conditions. Qwest has attempted throughout the
8 negotiations to keep the language dealing with the two types of interconnections separate.
9 However, many of the disputed sections being arbitrated have as the underlying basis of the
10 disagreement the fact that certain language only applies to a Type 1 company and some
11 language applies only to a Type 2 company.

12 **Q. WHAT ARE THE PRIMARY DIFFERENCES BETWEEN A TYPE 1 WIRELESS**
13 **PROVIDER AND A TYPE 2 WIRELESS PROVIDER?**

14 A. A Type 2 connection is the most common interconnection agreement that Qwest has with
15 wireless companies. Wireless Type 2 Interconnection Service connects a wireless service
16 provider's Mobile Telephone Switching Office (MTSO) to Qwest's network for the mutual
17 exchange of mobile to land and land to mobile traffic. A Type 2 wireless company such as
18 Verizon, AT&T Wireless, Sprint Wireless, and others provides service through an MTSO
19 which controls the switching between the Public Switched Telephone Network (PSTN) and
20 the cell site for all wireline-to-mobile and mobile-to-wireline calls. Type 2 requires the
21 assignment of an entire NXX code dedicated to the wireless service provider. They are

1 assigned their own numbers from the North American Numbering Plan Administrator
2 (NANPA). When any end user anywhere in the nation dials a number assigned to that
3 switch, the Local Exchange Routing Guide (LERG) will direct that call to the wireless
4 company switch. Type 2 wireless service providers interconnect with Qwest by
5 establishing a Point of Interface (POI), requesting the type of interoffice transport required
6 (e.g. Direct Trunked Transport), and specifying the number of trunks to be provisioned at
7 an end office or tandem.

8 Type 1 Interconnection Wireless Service connects a wireless service provider's MTSO or
9 Point of Connection (POC) to a Qwest Serving Wire Center for the mutual exchange of
10 mobile to land and land to mobile traffic. Type 1 provides a connection between the
11 Private Mobile Radio Service (PMRS)/Commercial Mobile Radio Service (CMRS)
12 provider's equipment terminal, or POC, and the Qwest Serving Wire Center or Dial Tone
13 End Office. Type 1 interconnection is a trunk side connection with line treatment. The
14 Qwest switch provides the routing between the wireless end user (mobile, pager, and
15 cellular) and the wireline user (land line). With Type 1 interconnection, Qwest provides
16 the transmission medium, signaling and supervision, and the routing and rating of mobile
17 to land calls. Type 1 requires blocks of numbers that are allocated from an NXX assigned
18 to a Qwest switch, which is normally the Dial Tone End Office that the Type 1 wireless
19 provider chooses to connect to. The Qwest Serving Wire Center does all of the switching
20 of the telephone numbers assigned to that Qwest switch. The Type 1 wireless provider
21 performs sub-administration of the blocks of numbers allocated to them from Qwest,
22 assigning the specific telephone numbers to their individual subscribers. The NXX code

1 from which the specific Type 1 telephone numbers are assigned from is identified as a
2 Qwest NXX code in the LERG, and switches across the country route calls with those
3 prefixes to that particular Qwest switch. Because these are Qwest numbers assigned to a
4 particular Qwest end office there are definite routing and rating issues that are created that
5 do not exist with a typical Type 2 company who has their own NXX numbers assigned to
6 their own switch.

7 **IV. ISSUE 1: TRUNKING BETWEEN TANDEM**

8 **Q. PLEASE DESCRIBE THE PARTIES' DISPUTE RELATING TO ISSUE 1.**

9 A. The disagreement identified in Issue 1 concerns whether or not Qwest is required to
10 reconfigure its network to support access tandem to local tandem switching and access
11 tandem to access tandem switching for local traffic. Autotel objects to Qwest's proposed
12 language that states that traffic may not be exchanged between access tandems and local
13 tandems. Qwest proposed adding the language, as there is no inter-tandem trunking
14 between the access tandem and the local tandem

15 **Q. WHAT ARE QWEST'S LANGUAGE PROPOSALS THAT ARE THE SUBJECT**
16 **OF THIS ARBITRATION?**

17 A. Qwest's proposal for section IV.A.3.a.i. and ii of the interconnection agreement is set forth
18 below. I have highlighted those portions of Qwest's' proposal that are in dispute. Qwest's
19 proposed sections are as follows:

20 IV.A.3.a.i. The Type 2A Local Interconnection connects Carrier's
21 switch to a Qwest Local Tandem and exchanges traffic between

1 Carrier and NXXs served by the end offices subtending the Local
2 Tandem. This interconnection arrangement carries both first
3 routed direct final traffic and traffic overflowed on an alternate
4 final basis from a Type 2B High Use interconnection arrangement.
5 **Traffic may not be exchanged between local tandems and**
6 **access tandems as there is no inter-tandem trunking between**
7 **them.**

8 IV.A.3.a.ii. The Type 2A Access tandem Interconnection connects
9 Carrier's switch to a Qwest Access Tandem. An access tandem
10 exchanges switched access traffic, toll tandem switched
11 intraLATA toll, and local tandem exchanges traffic between
12 Carrier and Qwest End Offices other than those subtending the
13 associated Local Tandem. An interconnection is required to the
14 toll tandem in the geographic area in which the Carrier has local
15 service. Qwest will allow Interconnection for the exchange of
16 local traffic at Qwest's access tandem without requiring
17 Interconnection at the local tandem, at least in those circumstances
18 when traffic volumes do not justify direct connection to the local
19 tandem; and regardless of whether capacity at the access tandem is
20 exhausted or forecasted to exhaust. **Local traffic may not be sent**
21 **to one access tandem for termination to another access tandem,**
22 **as there is not inter-tandem trunking between them for the**
23 **delivery of EAS/Local and Local Calling Area traffic.**

24 **Q. DOES QWEST'S PROPOSED LANGUAGE PROPERLY IDENTIFY THE**
25 **LIMITATIONS ON TRUNKING BETWEEN TANDEMS?**

26 A. Yes. In IV.A.3.a.i. Qwest included a sentence to state that Qwest does not exchange traffic
27 between Qwest's local and access tandems. Qwest has configured its network to separate
28 local and toll (access) traffic utilizing these different tandems. Qwest does not have inter-
29 tandem trunking in place between the access tandem and the local tandem, does not
30 combine these traffic types on the same trunk groups for itself, and does not use its access
31 tandems as an overflow route for local calls. Trunk groups to Qwest's access tandems
32 carry "1+" exchange access traffic and the trunk groups to the local tandem carry local

1 traffic.¹ These two types of trunks groups are also engineered differently to deliver slightly
2 higher blocking rates for local trunk groups as compared to separate toll “grade of service”
3 groups. Qwest’s network architecture was deployed for the delivery of traffic over these
4 separate but inter-twined networks. Qwest has no need to establish inter-tandem trunks
5 between these separate networks as the network efficiently exchanges traffic without them.

6 **Q. WHY DOES AUTOTEL OBJECT TO THE PROPOSED LANGUAGE FOR THIS**
7 **SECTION OF THE AGREEMENT?**

8 A. Autotel argues that Qwest is specifically required to interconnect at the trunk
9 interconnection points of a tandem switch for the transmission and routing of telephone
10 exchange traffic, exchange access, or both. Qwest has agreed to interconnect at its access
11 tandems and local tandems. Autotel offers no argument on why Qwest tandem-to-tandem
12 trunking is required or necessary.

13 **Q. WOULD AUTOTEL REQUIRE INTER-TANDEM TRUNKING IN EITHER A**
14 **TYPE 1 OR TYPE 2 INTERCONNECTION ARRANGEMENT?**

15 A. No. With Type 1 interconnection, Autotel interconnects directly through the Qwest Dial
16 Tone End Office of their Point of Connection (POC). As previously stated, Qwest does not
17 combine local and toll traffic types on the same trunk groups for itself, nor does Qwest
18 utilize inter-tandem trunking for local and toll traffic; therefore Autotel’s Type 1 traffic
19 would follow the same route as Qwest traffic from that end office. Additionally, a Type 1

¹ References to local traffic in this testimony include certain non-local traffic such as traffic to or from

1 Wireless Provider does not connect directly to a local tandem or an access tandem. Type 1
2 providers must connect directly to the end office switch where they obtain Qwest telephone
3 numbers and switching functionality, therefore inter-tandem trunking would have no
4 relevance for Type 1 Interconnection.

5 In a typical Type 2 interconnection arrangement, Autotel would have interconnection
6 facilities at the local tandem for local calls made within the local calling area and an
7 interconnection facility at the access tandem for traffic originating or terminating outside of
8 the local calling area. As previously stated, there is no need to route Type 2 traffic between
9 the local tandem and the access tandem as Qwest has configured its network to separate
10 local and toll (access) traffic using these different tandems. Qwest, does however, offer a
11 Single Point of Presence (SPOP) option for a Type 2 Interconnection that could satisfy
12 Autotel's perceived need for Qwest inter-tandem trunking. This will be described below
13 under Issue 10.

14 **V. ISSUE 2: CONNECTING TO END OFFICES IN LOCAL CALLING AREA**

15 **Q. PLEASE DESCRIBE THE PARTIES' DISPUTE RELATING TO ISSUE 2.**

16 A. The disagreement identified in Issue 2 (Autotel's Issue 6) concerns whether or not Autotel
17 is required to interconnect to a Qwest end office in each of Qwest's local calling areas
18 where Autotel provides service when using Type 1 interconnection. Again this argument is
19 based on the distinctions between Type 1 and Type 2 interconnections and the capabilities
20 of the interconnection wireless options. As described in detail below, Qwest is willing to

enhanced service providers that is exempt from access charges.

1 offer a SPOP in the LATA for a Type 2 interconnection. At the same time, however, the
2 limitations of Type 1 interconnection where Autotel chooses to use Qwest end office
3 switches to perform their switching functions are spelled out in the language and require
4 that they must connect to each local calling area where they provide Type 1 service.

5 **Q. WHAT LANGUAGE DOES QWEST PROPOSE WITH RESPECT TO THIS**
6 **ISSUE?**

7 A. Qwest's proposal for section IV.A.3.e of the interconnection agreement is set forth below.
8 I have highlighted those portions of Qwest's' proposal that are in dispute. Qwest's
9 proposed section is as follows:

10 IV.A.3.e. The Type 1 Interconnection is a trunk side connection
11 with line treatment (except for a 2-wire analog loop, which is
12 available as a line side connection). Each trunk is translated like a
13 line. Blocks of telephone numbers will be assigned to Autotel
14 from an NXX assigned to Qwest's End Office Switch.
15 Reservation and implementation of numbers will be in blocks of 20
16 or 100. **[WSP] shall establish Type 1 trunk groups to at least**
17 **one Qwest End Office in each of the EAS/Local Calling Areas**
18 **where [WSP] provides service. Type 1 interconnection may be**
19 **accomplished through the provision of an analog DSO or a**
20 **DS1 Qwest Provided Entrance Facility. Type 1 is an**
21 **intraLATA/intrastate final route trunk group between a**
22 **CMRS switch and a Qwest End Office Switch.**

23 **Q. WHY DOES AUTOTEL OBJECT TO THE PROPOSED LANGUAGE FOR THIS**
24 **SECTION OF THE AGREEMENT?**

25 A. Autotel rejects adding the language to their agreement stating that it is technically feasible
26 to interconnect to only one end office and Qwest is required to transport and terminate calls
27 to and from another end office in a different Qwest local calling area. Autotel states that it

1 does not have to conform to Qwest's local calling area. Autotel further argues that Qwest
2 is not specific on how issuing multiple numbers to an Autotel customer will implement
3 LNP better than issuing only one number. Autotel confuses the requirements for both Type
4 1 interconnection and Local Number Portability and misrepresents the requirement for
5 adding this proposed language for Type 1 interconnection.

6 **Q. WHAT ARE THE REQUIREMENTS FOR TYPE 1 INTERCONNECTION?**

7 A. With Type 1 interconnection, a wireless provider must establish an interconnection facility
8 from the wireless service provider's point of connection to a minimum of one Qwest End
9 Office within a local calling area where the wireless provider is planning on providing
10 service. Autotel is confusing, however, the requirement for establishing a trunk group in
11 each EAS/local calling area where they wish to provide originating service, with the ability
12 to originate and terminate calls within different local calling areas. As an example, if
13 Autotel wishes to provide originating service in a Provo exchange, they would be required
14 to establish a Type 1 trunk group in that Provo serving wire center. Autotel would then be
15 assigned a block of numbers that are assigned to that particular Provo wire center.
16 Autotel's position that Qwest is required to transport calls to other end offices is correct in
17 one aspect; Qwest is required to, and does in fact, transport originating calls from that
18 Provo exchange to other end offices in different Qwest local calling areas within the
19 LATA. Qwest will also terminate calls to the Provo wire center serving Autotel's
20 customers that originate from other local calling areas within the LATA. To illustrate these
21 examples, Qwest would complete a call originating from an Autotel customer in Provo

1 dialing a Qwest customer in St. George. This call would be transported over the Qwest
2 intra-LATA network to the St. George wire center. Conversely, a Qwest customer in St.
3 George dialing an Autotel customer in Provo would be transported over the Qwest intra-
4 LATA network and the call would be completed to the Autotel customer in Provo. In these
5 examples, Qwest does transport and terminate calls to and from different Qwest local
6 calling areas.

7 Autotel is confused, however, in objecting to Qwest's requirement for a wireless provider
8 to establish Type 1 trunk groups to at least one Qwest end office in each EAS/local calling
9 area where the wireless provider establishes their originating service. With this
10 requirement, a Type 1 wireless provider must establish an interconnection facility in every
11 local calling area where they wish to provide service, i.e. where they wish to obtain
12 telephone numbers to assign to their end user customers. Qwest cannot assign a telephone
13 from one local calling area, or rate center, in Utah to a different rate center. For example, if
14 Autotel wishes to assign a wireless customer in St. George a St. George telephone number
15 they must have a Type 1 connection in St. George. Without a Type 1 connection to the
16 St. George Qwest Switch, they cannot use NXX numbers associated with St. George. The
17 requirements and impacts on Local Number Portability (LNP) that prohibit rate center
18 portability at this time were discussed with Autotel. Requesting Type 1 interconnection,
19 and the associated telephone numbers, outside of Qwest's local calling areas, or rate
20 centers, is outside the scope of existing LNP requirements.

1 **Q. WHAT ARE THE LNP REQUIREMENTS THAT IMPACT AUTOTEL'S**
2 **REQUEST TO ASSIGN TELEPHONE NUMBERS OUTSIDE OF THE LOCAL**
3 **CALLING AREA OR RATE CENTER?**

4 A. The existing American National Standards Institute (ANSI) and FCC requirements for
5 LNP, also referred to as Service Provider Portability, enables a customer to retain the same
6 telephone number when she/he changes from one local service provider to another. Service
7 Provider Portability also allows the customer to move within her/his "existing" rate center
8 and retain the same telephone number. Specifically, Service Provider Portability is
9 currently deployed in Utah in compliance with the industry standard requirements in ANSI
10 standard T1.TRQ.2-2001 Section 3.1.1 which provides: "Only service provider portability
11 and location portability **within a rate center** are supported at this time."² The intent of the
12 FCC in its order on LNP, in FCC 96-286,³ limited LNP to Service Provider Portability
13 within an ILEC rate center. A carrier requesting Type 1 interconnection must connect to at
14 least one end office within each local calling area where they are requesting service and
15 may not request telephone numbers outside of the local calling area. Simply put Autotel
16 cannot assign a St. George telephone number to one of its end users in Provo under the
17 guidelines of number portability.

² First Report and Order, *In the Matter of Implementation of the Local Competition Provisions in the Telecommunications Act of 1996*, CC Docket No. 95-116, FCC 96-286, (re. July 2, 1996) ¶¶ 182, 183, 184, 185. ("First Report and Order")

³ *Id.*

1 In the discussions with Autotel regarding this language, Autotel also appeared to be
2 requesting a hybrid form of Qwest's SPOP offering for Type 1 interconnection. Qwest
3 does not offer SPOP for Type 1 interconnection, as Type 1 does not interconnect at a
4 tandem, and SPOP does not satisfy the requirement for Type 1 interconnection in one end
5 office in each local calling area. Telephone numbers for Type 1 interconnection are not
6 assigned out of Qwest tandem switches; telephone numbers are only associated with end
7 offices that Autotel physically connects to. Autotel appeared to be requesting a hybrid
8 form of SPOP where Autotel would not be required to connect their DID numbers in each
9 local calling area where they provide service and Qwest would be required to match
10 Autotel's calling area for both telephone numbers and interconnection facilities. As
11 described in more detail below, the SPOP option is offered only with Type 2
12 interconnection.

13 **Q. HAS THE FCC ADDRESSED ANY REQUIREMENTS FOR WIRELESS**
14 **PROVIDERS THAT RELATE TO THIS ISSUE?**

15 A. Yes. In the FCC Order on Review for Mountain Communications, Inc.'s Petition for
16 Reconsideration of Memorandum Opinion and Order, File No. EB-00-MD-017, the
17 Bureau's order stated that "the wide area calling arrangement at issue involves Qwest's
18 provision of dedicated toll facilities to Mountain that connect the Direct Inward Dialing
19 ("DID") numbers that Mountain has obtained in each of Qwest's local calling areas to

1 Mountain's interconnection point in another local calling area."⁴ The issue addressed in
2 this complaint involved Qwest's provision of dedicated toll facilities to Mountain that
3 connect the DID numbers in each local calling area to their interconnection point in another
4 local calling area. In this order the FCC agreed with Qwest that the provision of dedicated
5 toll facilities by Qwest to enable Mountain to offer its customers a local number in several
6 local calling areas is an optional service that is not necessary for interconnection and the
7 FCC denied Mountain's Petition for Reconsideration. Qwest agreed that it must allow a
8 Wireless Provider to interconnect without charge at any point within an MTA that is within
9 the LATA, however Qwest disagreed that it must transport, free of charge, all calls made to
10 a Wireless Provider within the MTA. For calls made by Qwest's end users in local calling
11 areas outside the local calling area where a Wireless Provider has a point of presence,
12 Qwest would assess toll charges to those end users. For example, if an Autotel customer
13 resides in St. George but has a cell phone with a Provo telephone number then Qwest end
14 users in St. George would be dialing a Provo telephone number to reach the cellular
15 customer and toll charges would apply to the Qwest end users in St. George. To Qwest and
16 to the world it would appear that they dialed the number of a Provo customer. The FCC
17 agreed with Qwest that, pursuant to the *TSR Wireless Order*,⁵ if a Wireless Provider wants
18 to avoid having callers to its customers pay such charges that it could enter into a wide area

⁴ Order on Review, *Mountain Communications, Inc. v. Qwest Communications International, Inc.*,
FCC 02-220, File No. EB-00-MD-017, (rel. July 25, 2002) ¶¶ 5, 6, 7.

⁵ *TSR Wireless, L.L.C. v. U S WEST Communications, Inc.*, 15 FCC Rcd. 11166 (2000).

1 calling arrangement with Qwest, and that Qwest is not prohibited from assessing a Wireless
2 Provider charges for such services.

3 **VI. ISSUE 4: LIMITING INTEROFFICE FACILITIES**

4 **Q. PLEASE DESCRIBE THE PARTIES' DISPUTE RELATING TO ISSUE 4.**

5 A. The disagreement identified in Issue 4 (Autotel's Issue 2) concerns whether or not Qwest
6 can refuse to provide the facilities and equipment used for interconnection, access to
7 unbundled network elements and the exchange of traffic, and if so, under what conditions.
8 Specifically, this dispute relates to Qwest's language proposal for resolving mid-point
9 arrangements between Qwest and Autotel.

10 **Q. WHAT IS QWEST'S LANGUAGE PROPOSAL WITH RESPECT TO THIS**
11 **ISSUE?**

12 A. Qwest's proposal for section IV.H.3 of the interconnection agreement with the disputed
13 language highlighted is as follows:

14 IV.H.3. Dedicated Transport. When a party's switch is beyond
15 the serving area of the Qwest Serving Wire Center, dedicated
16 transport extends the Interconnection facility to the tandem or end
17 office. The interoffice facilities can be two or four-wire analog or
18 DS1 or DS3 digital systems. The dedicated transport rates are set
19 forth in Appendix A. Dedicated transport has one-time charges
20 and recurring charges on a fixed basis, and recurring charges on a
21 per mile basis. Monthly rates for dedicated transport do not apply
22 when Wireless Interconnection is on a SHNS ring. **If Dedicated**
23 **Transport is greater than fifty (50) miles in length, and existing**
24 **facilities are not available in either Party's network, and the**
25 **Parties have not been able to resolve the issue through mid-**
26 **point arrangements, and the Parties cannot agree as to which**
27 **Party will provide the facility, the Parties may bring the matter**

1 **before the Commission for resolution on an Individual Case**
2 **Basis.**

3 **Q. WHY DOES AUTOTEL OBJECT TO THE PROPOSED LANGUAGE FOR THIS**
4 **SECTION OF THE AGREEMENT?**

5 A. Autotel argues that Qwest is specifically required to provide the facilities and equipment
6 for interconnection for the transmission and routing of telephone exchange service,
7 exchange access and for network access to unbundled elements. Autotel believes that
8 Qwest’s obligations to provide dedicated transport does not end at 50 miles and that Qwest
9 must modify its existing network facilities at its expense to accommodate the requests of
10 competitors such as Autotel.

11 **Q. WHY DOES QWEST SUPPORT THE PROPOSED LANGUAGE FOR THIS**
12 **SECTION OF THE AGREEMENT?**

13 A. Qwest’s proposed language mirrors the language in section 7.2.2.1.5 of the approved Utah
14 SGAT dated October 31, 2002. Qwest’s SGAT was developed through open, collaborative
15 workshops with active participation by carriers and state commission staffs. In the
16 workshops, Qwest agreed to SGAT modifications to accommodate CLEC concerns and
17 also to reflect the state regulators’ decisions on impasse issues. The issue regarding
18 transport in excess of 50 miles was a disputed issue that was resolved in Utah Docket
19 No. 00-049-08, in an order issued September 18, 2001, Checklist Item Number 1,
20 Interconnection, as follows:

21 “Direct Trunked Transport in Excess of 50 miles in Length.” As
22 the Commission has stated before, if the parties cannot come to

1 mutually agreeable terms, then either party may bring the issue
2 before the Commission for determination of each party's
3 obligations. The SGAT should be changed to reflect that this
4 course of action.⁶

5 **Q. HOW DID THE FCC ADDRESS THE DISTANCE QWEST MUST BUILD OUT**
6 **FACILITIES TO ACCOMMODATE INTERCONNECTION?**

7 A. The FCC does not require incumbents to “build out” or “. . . construct new transport
8 facilities to meet specific competitive LEC point-to-point demand requirements for
9 facilities that the incumbent LEC has not deployed for its own use.”⁷ The FCC
10 acknowledged that some reasonable end point to an incumbent LEC’s obligation is
11 appropriate, stating, “[r]egarding the distance from an incumbent LEC’s premises that an
12 incumbent should be required to build out facilities for meet point arrangements, we
13 believe that the parties and state commissions are in a better position than the Commission
14 to **determine the appropriate distance that would constitute the required reasonable**
15 **accommodation of interconnection.**”⁸ Moreover, in defining meet-point arrangements,
16 the FCC stated: “the ‘point’ of interconnection for purposes of Sections 251(c)(2) and
17 251(c)(3) remains on the local exchange carrier’s network (e.g. main distribution frame,
18 trunk-side of the switch), and the **limited build-out** of facilities from that point may then

⁶ Order, *In the Matter of the Application of Qwest Corporation, fka U.S. West Communications, Inc.*, for Approval of Compliance with 47 U.S.C. § 271(d)(2)(B), Docket No. 00-049-08 (Utah PSC September 18, 2001) at 4.

⁷ Third Report and Order and Fourth Notice of Proposed Rulemaking, *Implementation of the Local Competition Provisions of the Telecommunications Act of 1996*, CC Docket No. 96-98, 15 FCC Rcd. 3696 (1999) (“*UNE Remand Order*”).

⁸ *First Report and Order* ¶ 553 (emphasis added).

1 constitute an accommodation of interconnection.”⁹ If incumbent LECs were required to
2 build out their facilities to any distance to accommodate interconnection, the FCC’s use of
3 the word “limited” in this context, and its statement regarding deferral to state commissions
4 to determine the reasonable distance for mid-span meet points, would have no meaning. If
5 the FCC has limited an incumbent’s obligations in a meet-point arrangement in which
6 carriers share the duty to build out, surely it would endorse similar, reasonable limitations
7 on the accommodations Qwest must make when providing direct-trunk transport.
8 Consistent with the limits identified by the FCC, the issue regarding transport in excess of
9 50 miles was resolved in Utah Docket No. 00-049-08.

10 **Q. HOW WAS THE ISSUE RESOLVED IN UTAH DOCKET NO. 00-049-08?**

11 A. Qwest as part of its negotiations in the 271 workshops has clearly agreed to build facilities
12 if they do not exist and are within 50 miles of the particular office. When Dedicated
13 Transport is greater than fifty (50) miles in length, and existing facilities are not available
14 in either carriers’ network, one carrier or the other must construct facilities. In these
15 situations the carriers’ can agree to a mid-point arrangement, where both carriers may be
16 jointly responsible for construction and cost of the requested facilities. When a carrier
17 seeks direct trunked transport in excess of 50 miles and an agreement cannot be reached on
18 an appropriate cost sharing arrangement, then either carrier may submit the issue to the
19 state commission for relief. Qwest’s proposed language is almost verbatim from the Utah
20 Commissions order.

⁹ *Id.* at ¶ 553 (emphasis added).

1 **VII. ISSUE 10: TRUNKING FOR TYPE 2 INTERCONNECTIONS - SPOP**

2 **Q. PLEASE DESCRIBE ISSUE 10.**

3 A. Issue 10 (no corresponding Autotel issue) relates to Qwest's SPOP offering for Type 2
4 interconnection. Autotel has rejected inclusion of this offering in the interconnection
5 agreement.

6 **Q. PLEASE DEFINE QWEST'S SPOP OFFERING AND HOW IT MIGHT SATISFY**
7 **AUTOTEL'S REQUEST FOR TANDEM-TO-TANDEM TRUNKING?**

8 A. In an attempt to understand Autotel's request, and in the event that Autotel were interested
9 in ordering Type 2 interconnection in Utah, Qwest offered to add language to their
10 agreement that included the Single Point of Presence (SPOP) interconnection option
11 available for Type 2 interconnection. This is the same type of interconnection currently
12 offered to other Type 2 wireless carriers in Utah. Under a Type 2 SPOP interconnection
13 arrangement, Autotel could have a single point of interconnection at an access tandem that
14 would allow Autotel to reach all end offices behind that tandem for both local and toll
15 traffic. While SPOP does not require that Qwest have tandem-to-tandem trunking in place,
16 it does allow a carrier the ability to have one physical point of presence in the LATA,
17 combine traffic types on one trunk group when no local tandem exists, and use the Qwest
18 access tandem for local traffic in those circumstances where the traffic volumes do not
19 justify connection to the Qwest local tandem. SPOP enables a carrier to deliver not only
20 Exchange Access (IntraLATA Toll non-Interexchange Carrier (IXC) and Jointly Provided
21 Switched Access (JPSA) (InterLATA and IntraLATA IXC)) traffic, but also Exchange

1 Area Service (EAS/Local) traffic to Qwest's access tandem switches. SPOP allows Autotel
2 the ability to establish a single point of interconnection at the access tandem for both local
3 and toll traffic.

4 **Q. WHAT IS QWEST'S LANGUAGE PROPOSAL FOR SINGLE POINT OF**
5 **PRESENCE FOR TYPE 2 INTERCONNECTIONS THAT WAS NOT ADDRESSED**
6 **IN THE AUTOTEL PETITION?**

7 A. As stated above, Qwest proposed adding the following additional language to Autotel's
8 agreement that included the Single Point of Presence (SPOP) interconnection option
9 available for Type 2 interconnection:

10 V.F.9. Single Point of Presence (SPOP)

- 11 a. Single Point of Presence (SPOP) in the LATA is a
12 Local Interconnection Service Interconnection
13 trunking option that allows WSP to establish one
14 physical point of presence in the LATA in Qwest's
15 territory. Qwest and WSP may then exchange traffic
16 at the SPOP utilizing trunking as described following.
- 17 b. By utilizing SPOP in the LATA, WSP can deliver
18 both Exchange Access (IntraLATA Toll Non-IXC)
19 and Jointly Provided Switched Access (InterLATA
20 and IntraLATA IXC) traffic and Exchange Service
21 EAS/Local traffic at Qwest's Access Tandem
22 Switches. WSP can also utilize Qwest's behind the
23 tandem infrastructure to terminate traffic to specific
24 end offices. The SPOP is defined as the WSP's
25 physical point of presence.
- 26 c. SPOP in the LATA includes an Entrance Facility
27 (EF), Expanded Interconnect Channel Termination
28 (EICT), or Mid Span Meet POI and Direct Trunked
29 Transport (DTT) options available at both a DS1 and
30 DS3 capacity.

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- d. Where there is a Qwest local tandem serving an end office that WSP intends to terminate traffic, the following conditions apply:
 - i. WSP may interconnect for the exchange of Qwest Local/EAS traffic at either the Qwest access tandem or the Qwest local tandem, at the WSP's option. When WSP is interconnected at the access tandem and where there would be a DS1's worth of local traffic (512 CCS) between WSP's switch and a Qwest local tandem or a Qwest end office subtending the Qwest access tandem, WSP will order a direct trunk group to that Qwest Local tandem or end office.
 - 1. Qwest will allow interconnection for the exchange of Qwest local traffic at Qwest's access tandem without requiring interconnection at the local tandem, at least in those circumstances when traffic volumes do not justify direct connection to the local tandem.
 - 2. When a WSP has an NXX that subtends a local tandem, but the anticipated traffic to and from the NXX is less than 1 DS1's (512 CCS) worth of traffic, the WSP may choose to use the access tandem for local traffic in the circumstances described above in 1.3.1. The WSP will be required to submit an electronic letter on WSP letterhead to Qwest stating at which local tandems they will not interconnect. This letter should include, the local tandem CLLI(s) and the WSP specific NPA-NXXs for the local tandems. In addition, WSP will provide a revised electronic letter to Qwest of any changes in the network configuration or addition/deletions of NPA-NXXs of the aforementioned local tandems.
 - ii. Connections to a Qwest local tandem may be two-way or one-way trunks. These trunks will carry Exchange Service EAS/Local traffic only.

- 1 iii. A separate trunk group to the Qwest access
2 tandem is necessary for the exchange of non-
3 local Exchange Access (IntraLATA Toll Non-
4 IXC) traffic and jointly Provided Switched
5 Access (InterLATA and IntraLATA IXC)
6 traffic.
- 7 e. Where there is no Qwest local tandem serving a
8 Qwest end office, WSP may choose from one of the
9 following options:
- 10 i. A two-way WSP TYPE 2 trunk group to the
11 Qwest access tandem for WSP traffic
12 terminating to, originating from, or passing
13 through the Qwest network that combines
14 Exchange Service EAS/ Local, Exchange
15 Access (IntraLATA Toll Non-IXC) and Jointly
16 Provided Switched Access (InterLATA and
17 IntraLATA IXC) traffic.
- 18 ii. A two-way WSP TYPE 2 trunk group to the
19 Qwest access tandem for WSP Jointly Provided
20 Switched Access (InterLATA and IntraLATA
21 IXC) Traffic terminating to and originating from
22 the IXC Feature Group (FG) A/B/D network
23 through the Qwest network and an additional
24 two-way trunk Group to the Qwest access
25 tandem for the combined Exchange Service
26 EAS/Local and Exchange Access (IntraLATA
27 Toll Non-IXC) traffic terminating to, originating
28 from, and transiting the Qwest network.
- 29 1. If the WSP uses two way trunking, Qwest
30 will send all Exchange Service
31 EAS/Local, Exchange Access (IntraLATA
32 Toll Non-IXC) and Jointly Provided
33 Switched Access (InterLATA and
34 IntraLATA IXC) traffic delivered to the
35 Qwest access tandem on the same
36 combined trunk.
- 37 iii. A one-way terminating WSP TYPE 2 trunk
38 group to the Qwest access tandem for WSP
39 traffic destined to or through the Qwest network
40 that combines Exchange Service EAS/Local,

1 Exchange Access (Intra LATA Toll Non-IXC)
2 and Jointly Provided Switched Access
3 (InterLATA and IntraLATA IXC) traffic.

4 iv. WSP may utilize a one-way TYPE 2 trunk
5 group to the Qwest access tandem for Jointly
6 Provided Switched Access (InterLATA and
7 IntraLATA IXC) traffic terminating to the IXC
8 FG A/B/D network through the Qwest Network,
9 and an additional one-way trunk group to the
10 Qwest access Tandem for the combined
11 Exchange Service EAS/ Local, Exchange
12 Access (IntraLATA Toll Non-IXC) traffic
13 terminating to, originating from, and transiting
14 the Qwest network.

15 1. If WSP orders either of the above one-way
16 trunk options, Qwest will return the traffic
17 via one combined Exchange Service EAS/
18 Local, and Exchange Access (IntraLATA
19 Toll Non-IXC) trunk group.

20 v. To the extent Qwest combines Exchange
21 Service (EAS/Local), Exchange Access
22 (IntraLATA Toll carried solely by Local
23 Exchange Carriers), and Jointly Provided
24 Switched Access (InterLATA and IntraLATA
25 Calls exchanged with a third-party IXC) traffic
26 on a single trunk group, Qwest, at WSP's
27 request, will declare a percent local use factor
28 (PLU). Such PLU(s) will be verifiable with
29 either call summary records utilizing Calling
30 Party Number information for
31 jurisdictionalization or call detail samples.
32 WSP should apportion per minute of use
33 (MOU) charges appropriately.

34 f. Qwest assumes WSP will be originating traffic
35 destined for end users served by each Qwest access
36 tandem in the LATA, therefore, WSP must order
37 TYPE 2 trunking to each Qwest access tandem in the
38 LATA to accommodate routing of this traffic.
39 Additionally, when there is more than one Qwest
40 access tandem within the LATA boundary, the WSP
41 must order TYPE 2 trunking to each Qwest access

- 1 tandem that serves its end-user customers' traffic to
2 avoid call blocking. Alternatively, should the WSP
3 accept the conditions as outlined in the SPOP Waiver
4 (Appendix A), Trunking will not be required to each
5 Qwest access tandem in a Multi-access tandem
6 LATA. The WSP needs trunking to each local
7 tandem where they have a customer base if not
8 utilizing the option of interconnecting at the access
9 tandem for local as described in 1.3.1. The 512 CCS
10 rule and other direct trunking requirements will apply
11 for direct trunking to Qwest end offices.
- 12 g. If Direct Trunked Transport is greater than 50 miles
13 in length, and existing facilities are not available in
14 either Party's network, and the Parties cannot agree as
15 to which Party will provide the facility, the Parties
16 will construct facilities to a mid-point of the span.
- 17 h. WSP will provide notification to all Co-Providers in
18 the local calling areas of WSP's change in routing
19 when the WSP chooses to route its traffic in
20 accordance with Qwest's SPOP interconnection
21 trunking.
- 22 i. Ordering
- 23 i. SPOP in a LATA will be ordered based upon
24 the standard ordering process for the type of
25 facility chosen. See the Qwest Interconnection
26 and Resale Resource Guide for further ordering
27 information.
- 28 ii. WSP will issue ASR's denoting change activity
29 for existing trunk groups converting to SPOP
30 trunk groups in the same LATA.
- 31 iii. SPOP elements, such as EF; DTT; EICT: and
32 multiplexing will be billed in accordance with
33 the interconnection agreement (See Appendix
34 A).

1 **Q. WHY DOES AUTOTEL OBJECT TO ADDING THE PROPOSED SPOP**
2 **LANGUAGE TO THEIR AGREEMENT?**

3 A. As previously stated, Qwest offered to add the SPOP language to Autotel's agreement to
4 respond to their concern about the lack of Qwest's inter-tandem trunking. Autotel offered
5 no argument on why this language did not meet their needs and refused to add the SPOP
6 language that was negotiated in the 271 workshops. Although Autotel identified inter-
7 tandem trunking as an issue in their petition, they did not identify Qwest's recommendation
8 to add the SPOP option as a possible solution to their request for inter-tandem trunking.

9 **Q. WHY DOES QWEST SUPPORT THE PROPOSED LANGUAGE FOR THIS**
10 **SECTION OF THE AGREEMENT?**

11 A. This language was added to respond to Qwest's assumption that Autotel was requesting an
12 SPOP interconnection for a Type 2 interconnection. Qwest believes that the SPOP option
13 would satisfy Autotel's Type 2 need to establish a single point of interconnection at the
14 access tandem for both local and toll traffic. If Autotel continues to provide only Type 1
15 service using Qwest NXX numbers from a particular end office then they would not
16 connect to a tandem switch.

1 **VIII. ISSUE 12: BONA FIDE REQUEST PROCES**

2 **Q. PLEASE DESCRIBE THE ISSUE RELATING TO QWEST'S BONA FIDE**
3 **REQUEST PROCESS THAT WAS NOT ADDRESSED IN AUTOTEL'S**
4 **PETITION?**

5 A. Qwest's Issue 12 (no corresponding Autotel issue) concerns Qwest proposal for adding
6 new Bona Fide Request Process language to Autotel's agreement that would replace the
7 entire Network Interconnection and Unbundled Element Request (NIUER) section of their
8 existing agreement. Qwest and Autotel did not reach agreement on this section of the
9 agreement, and Autotel did not include it in their petition.

10 **Q. WHAT IS QWEST'S LANGUAGE PROPOSAL FOR SECTION X.V.I. BFR THAT**
11 **WAS NOT ADDRESSED IN THE AUTOTEL PETITION?**

12 A. Qwest proposes to replace the entire X.V.I. NETWORK INTERCONNECTION AND
13 UNBUNDLED ELEMENT REQUEST (NIUER) section with the new X.V.I. BONA FIDE
14 REQUEST PROCESS language as follows:

15 **XVI. BONA FIDE REQUEST PROCESS**

16
17 A. Any request for Interconnection or access to an Unbundled Network
18 Element or Ancillary service that is not already available as described in
19 other sections of this Agreement or any other Interconnection Agreement,
20 Tariff or otherwise defined by Qwest as a product or service shall be
21 treated as a Bona Fide Request (BFR). Qwest shall use the BFR Process
22 to determine the terms and timetable for providing the requested
23 Interconnection, access to UNEs or Ancillary services and the technical
24 feasibility of new/different points of Interconnection. Qwest will
25 administer the BFR Process in a non-discriminatory manner.

- 1 B. A BFR shall be submitted in writing and on the appropriate Qwest form
2 for BFRs. [WSP] and Qwest may work together to prepare the BFR form
3 and either Party may request that such coordination be handled on an
4 expedited basis. This form shall be accompanied by the non-refundable
5 Processing Fee specified in Appendix A of this Agreement. Qwest will
6 refund one-half of the Processing Fee if the BFR is cancelled within ten
7 (10) business Days of the receipt of the BFR form. The form will
8 request, and [WSP] will need to provide, the following information, and
9 may also provide any additional information that may be reasonably
10 necessary in describing and analyzing [WSP]'s request:
- 11 1. a technical description of each requested Network Element or
12 new/different points of Interconnection or Ancillary services;
- 13 2. the desired interface specification;
- 14 3. each requested type of Interconnection or access;
- 15 4. a statement that the Interconnection or Network Element or Ancillary
16 service will be used to provide a Telecommunications Service;
- 17 5. the quantity requested;
- 18 6. the specific location requested;
- 19 C. Within two (2) business Days of its receipt, Qwest shall acknowledge
20 receipt of the BFR and in such acknowledgment advise [WSP] of missing
21 information, if any, necessary to process the BFR. Thereafter, Qwest
22 shall promptly advise [WSP] of the need for any additional information
23 required to complete the analysis of the BFR. If requested, either orally
24 or in writing, Qwest will provide weekly updates on the status of the
25 BFR.
- 26 D. Within twenty-one (21) calendar Days of its receipt of the BFR and all
27 information necessary to process it, Qwest shall provide to [WSP] an
28 analysis of the BFR. The preliminary analysis shall specify Qwest's
29 conclusions as to whether or not the requested Interconnection or access
30 to an Unbundled Network Element complies with the unbundling
31 requirements of the Act or state law.
- 32 E. If Qwest determines during the twenty-one (21) Day period that a BFR
33 does not qualify as an Unbundled Network Element or Interconnection or
34 Ancillary service that is required to be provided under the Act or state
35 law, Qwest shall advise [WSP] as soon as reasonably possible of that
36 fact, and Qwest shall promptly, but in no case later than the twenty-one

- 1 Day period, provide a written report setting forth the basis for its
2 conclusion.
- 3 F. If Qwest determines during such twenty-one (21) Day period that the
4 BFR qualifies under the Act or state law, it shall notify [WSP] in writing
5 of such determination within ten (10) calendar Days, but in no case later
6 than the end of such twenty-one (21) Day period.
- 7 G. As soon as feasible, but in any case within forty-five (45) calendar Days
8 after Qwest notifies [WSP] that the BFR qualifies under the Act, Qwest
9 shall provide to [WSP] a BFR quote. The BFR quote will include, at a
10 minimum, a description of each Interconnection, Network Element, and
11 Ancillary service, the quantity to be provided, any interface
12 specifications, and the applicable rates (recurring and nonrecurring)
13 including the separately stated development costs and construction
14 charges of the Interconnection, Unbundled Network Element or Ancillary
15 service and any minimum volume and term commitments required, and
16 the timeframes the request will be provisioned.
- 17 H. A [WSP] has sixty (60) business Days upon receipt of the BFR quote, to
18 either agree to purchase under the quoted price, or cancel its BFR.
- 19 I. If [WSP] has agreed to minimum volume and term commitments under
20 the preceding paragraph, [WSP] may cancel the BFR or volume and term
21 commitment at any time but may be subject to termination liability
22 assessment or minimum period charges.
- 23 J. If either Party believes that the other Party is not requesting, negotiating
24 or processing any BFR in good faith, or disputes a determination or
25 quoted price or cost, it may invoke the Dispute Resolution provision of
26 this Agreement.
- 27 K. All time intervals within which a response is required from one Party to
28 another under this Section are maximum time intervals. Each Party
29 agrees that it will provide all responses to the other Party as soon as the
30 Party has the information and analysis required to respond, even if the
31 time interval stated herein for a response is not over.
- 32 L. In the event [WSP] has submitted a Request for an Interconnection,
33 Unbundled Network Elements or any combinations thereof, or Ancillary
34 services and Qwest determines in accordance with the provisions of this
35 section that the request is Technically Feasible, subsequent requests or
36 orders for substantially similar types of Interconnection, Unbundled
37 Network Elements or combinations thereof or Ancillary services by that
38 [WSP] shall not be subject to the BFR process. To the extent Qwest has

1 deployed or denied a substantially similar Interconnection, Unbundled
2 Network Elements or combinations thereof or Ancillary services under a
3 previous BFR, a subsequent BFR shall not be required and the BFR
4 application fee shall be refunded immediately. ICB pricing and intervals
5 will still apply for requests that are not yet standard offerings. For
6 purposes of this section, a "substantially similar" request shall be one
7 with substantially similar characteristics to a previous request with
8 respect to the information provided pursuant to subsections of above.
9 The burden of proof is upon Qwest to prove the BFR is not substantially
10 similar to a previous BFR.

11 M. The total cost charged to [WSP] shall not exceed the BFR quoted price.

12 N. Upon request, Qwest shall provide [WSP] with Qwest's supporting cost
13 data and/or studies for the Interconnection, Unbundled Network Element
14 or Ancillary service that [WSP] wishes to order within seven (7) business
15 Days, except where Qwest cannot obtain a release from its vendors
16 within seven (7) business Days, in which case Qwest will make the data
17 available as soon as Qwest receives the vendor release. Such cost data
18 shall be treated as Confidential Information, if requested by Qwest under
19 the non-disclosure sections of this Agreement.

20 O. Qwest shall make available a topical list of the BFRs that it has received
21 with [WSP]s under this Agreement. The description of each item on that
22 list shall be sufficient to allow [WSP] to understand the general nature of
23 the product, service, or combination thereof that has been requested and a
24 summary of the disposition of the request as soon as it is made. Qwest
25 shall also be required upon the request of [WSP] to provide sufficient
26 details about the terms and conditions of any granted requests to allow
27 [WSP] to elect to take the same offering under substantially identical
28 circumstances. Qwest shall not be required to provide information about
29 the request initially made by [WSP] whose BFR was granted, but must
30 make available the same kinds of information about what it offered in
31 response to the BFR as it does for other products or services available
32 under this Agreement. [WSP] shall be entitled to the same offering terms
33 and conditions made under any granted BFR, provided that Qwest may
34 require the use of ICB pricing where it makes a demonstration to [WSP]
35 of the need therefore.

1 **Q. WHY DOES AUTOTEL OBJECT TO THE PROPOSED LANGUAGE FOR THIS**
2 **SECTION OF THE AGREEMENT?**

3 A. Autotel did not agree to add this language to the agreement, nor did they identify this
4 section as a disputed item. Autotel offered no argument on why replacing the outdated
5 language with the language agreed to in the Section 271 workshops was unacceptable.

6 **Q. WHY DOES QWEST SUPPORT THE PROPOSED LANGUAGE FOR THIS**
7 **SECTION OF THE AGREEMENT?**

8 A. This language was added to the agreement to be consistent with the language included in
9 the approved SGAT for the BFR. The NIUER language was replaced in the 271
10 workshops with the new BFR language. The NIUER language does not include any of the
11 timetables or deadlines included in the new BFR language and does not reference the non-
12 recurring charge associated with the BFR Process. This new BFR language was developed
13 through the collaborative workshops to include all aspects of the BFR Process.

14 **IX. CONCLUSION**

15 **Q. HOW SHOULD THE COMMISSION RESOLVE THE DISPUTE PRESENTED IN**
16 **THIS ARBITRATION PROCEEDING?**

17 A. For the reasons described in my testimony, the Commission should apply the language that
18 was negotiated in the 271 workshops, as well as applying the FCC rules and orders and
19 approve Qwest's proposed language.

1 **Q. DOES THIS CONCLUDE YOUR TESTIMONY?**

2 A. Yes it does.