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BEFORE THE PUBLIC SERVICE COMMISSION OF UTAH

In the Matter of the Petition of AUTOTEL	:	Docket No. 03-049-19
for Arbitration of an Interconnection	:	
Agreement with QWEST CORPORATION	:	QWEST CORPORATION'S
Pursuant to Section 252(b) of the	:	AMENDED RESPONSE TO
Telecommunications Act	:	AUTOTEL'S PETITION FOR
	:	ARBITRATION

Qwest Corporation ("Qwest"), pursuant to 47 U.S.C. § 252(b)(3), hereby submits its Amended Response to the Petition for Arbitration of Autotel.¹

¹ This Amended Response corrects certain inadvertent errors in the Response filed April 1, 2003, including errors in Exhibit 1 attached to the Response.

I. BACKGROUND

A. Negotiations

Qwest and Autotel's principal, Richard Oberdorfer, have engaged in interconnection negotiations pursuant to the Sections 251 and 252 of the Telecommunications Act of 1996 ("Act") for more than four years without reaching agreement.

Initially, negotiations covered the state of Oregon, where Mr. Oberdorfer conducts a paging business through an Oregon corporation, Western Radio, Inc. In December 2001, Western Radio expanded its interconnection negotiations with Qwest to include the state of Utah, where Mr. Oberdorfer apparently intends to conduct business under the name "Autotel."² Because the parties did not reach agreement regarding terms and conditions for an Oregon interconnection agreement, Western Radio continues to purchase its Oregon interconnection services and facilities out of Qwest's Oregon tariffs.

To the best of Qwest's knowledge, Mr. Oberdorfer / Western Radio / Autotel does not yet provide paging services or other telecommunications services in Utah. Further, at this point, Autotel does not appear to be authorized to do business under that name in Utah nor is Autotel a certificated competitive local exchange carrier ("CLEC") in Utah. Because CLECs must be certificated in Utah to provide competitive wireline local exchange service, Qwest hereby reserves its right in this proceeding to raise the issue of lack of certification in whatever context may be warranted in the future and further reserves the right to do so as to those interconnection services and/or unbundled network elements ("UNEs") that relate to the provision of wireline local exchange service.

² As of the date of Qwest's Amended Response, "Autotel" appears to be an assumed business name for Western Radio / Richard Oberdorfer. To Qwest's knowledge, Autotel has not been incorporated or otherwise formed as a separate legal entity.

B. Issues for Arbitration

1. Type 1 and Type 2 Wireless Interconnection Services.

As a Commercial Mobil Radio Services (“CMRS”) provider,³ Autotel may purchase either Type 1 or Type 2 interconnection services from Qwest. At Autotel’s request, both Type 1 and Type 2 services are made available under the proposed interconnection agreement between the parties. The proposed interconnection agreement is attached hereto as Exhibit 2 and incorporated herein.

Autotel operates a paging business in Oregon. There, it utilizes primarily Type 1 interconnection purchased from Qwest’s Oregon tariff to provide its paging services.

In the case before the Commission, several issues arise from Autotel’s insistence that it be provided interconnection features under a Type 1 interconnection that are available with a Type 2 interconnection.

The Federal Communications Commission (“FCC”) has described Type 1 and Type 2 interconnection as follows:

Type 1 service involves interconnection to a telephone company end office similar to that provided to a private branch exchange (PBX). Under Type 1 interconnection, the telephone company owns the switch serving the [CMRS] network and, therefore, performs the origination and termination of both incoming and outgoing calls. Under Type 2, the [CMRS provider] owns the switch, enabling it to originate outgoing calls and to terminate incoming calls.⁴

There are additional important differences between Type 1 and Type 2 interconnections. A Type 1 interconnection is made directly to a Qwest end office. The numbers used by the CMRS provider are owned by Qwest and made available from the end office. A Type 2

³ CMRS licensees include providers of cellular, narrowband and broadband PCS, paging, and other commercial radio services. 11 FCC Rec. 8965 (1996).

⁴ *In the Matter of The Need to Promote Competition and Efficient Use of Spectrum for Radio Common Carrier Services*, Memorandum Opinion and Order on Reconsideration, FCC 89-60, 4 FCC Rcd 2369, at 2372, n. 16 (1989).

interconnection, however, is primarily a tandem switch connection and provides substantially greater connectivity as a result. Moreover, a Type 2 interconnection can take advantage of all the functionality of the tandem switch – most of which is absent from the end office switch to which a CMRS carrier makes a Type 1 interconnection.

2. Qwest’s SGAT.

Qwest currently has over 80,000 interconnection trunks to the switching offices of 16 CLECs in Utah. Each month Qwest and those Utah CLECs exchange approximately 800 million minutes of calls. The terms of those interconnections are generally described in Qwest’s publicly filed Statement of Generally Available Terms and Conditions (“SGAT”). This model agreement was developed through an extensive set of multistate collaborative workshops conducted, at the Commission’s direction, by an independent facilitator in Docket No. 00-049-08, Qwest’s Utah docket for review by the Commission of Qwest’s reentry into the interLATA market under 47 U.S.C. § 271.

Virtually all of the issues between Qwest and Autotel were addressed and resolved first in the multistate collaborative workshops. These same issues were then resolved in Utah by the Commission in specific decisions made by the Commission and by the Commission’s approval of a comprehensive SGAT in Utah in Docket No. 00-049-08. Autotel seeks an agreement with Qwest on terms that are more beneficial to it than those which have been approved by the Commission and are included in Qwest’s SGAT. As outlined below, Autotel insists on receiving terms and conditions that are unreasonable and inconsistent with decisions previously made by the Commission and with provisions of the SGAT.

II. QWEST’S STATEMENT OF UNRESOLVED ISSUES

Autotel’s Petition lists nine issues for arbitration. Although the issues listed by Autotel reflect some of the disagreements between the parties, the Petition fails to identify several other

unresolved issues that are critical to the parties' completion of negotiations of an interconnection agreement in Utah. Moreover, Autotel has mischaracterized Qwest's positions on some of the issues listed in its Petition. Autotel has also failed to set forth the contract language proposed by Qwest in the contract attached to its Petition.

The Act provides that that the petitioner must provide all provide the state commission all relevant documentation concerning the unresolved issues and the position of each of the parties with respect to those issues.⁵ Although the Act does not require a non-petitioning party to provide this information to the state commission, it provides that the non-petitioning party may provide the state commission with such other information as it wishes.⁶ The state commission then resolves the issues set forth in the petition and the response, if any.⁷

Qwest therefore sets out below its own statement of unresolved issues, comprising 15 issues in all, and requests the Commission to resolve those issues including the ones not listed in Autotel's Petition. For the Commission's reference, these issues are also set out in the Matrix of Unresolved Issues ("Matrix") attached as Exhibit 1 to this Response and incorporated herein. Exhibit 2 to this Response is an interconnection agreement showing each party's competing language on the issues listed in the Matrix.

A. Issue No. 1: Trunking Between Tandems

Corresponding Autotel Issue: No. 1

Autotel: Qwest must reconfigure its network to route local calls between all tandem switches.

Qwest: Qwest not obligated to reconfigure network for Autotel to provide such intertandem trunking. Qwest does not do this for itself.

⁵ 47 U.S.C. § 252(b)(2).

⁶ 47 U.S.C. § 252(b)(3).

⁷ 47 U.S.C. § 252(b)(4)(C).

Qwest Proposed Contract Language:

IV.A.3.a.i. The Type 2A Local Interconnection connects Carrier's switch to a Qwest Local Tandem and exchanges traffic between Carrier and NXXs served by the end offices subtending the Local Tandem. This interconnection arrangement carries both first routed direct final traffic and traffic overflowed on an alternate final basis from a Type 2B High Use interconnection arrangement. Traffic may not be exchanged between local tandems and access tandems as there is no inter-tandem trunking between them.

IV.A.3.a.ii. The Type 2A Access tandem Interconnection connects Carrier's switch to a Qwest Access Tandem. An access tandem exchanges switched access traffic, toll tandem switched intraLATA toll, and local tandem exchanges traffic between Carrier and Qwest End Offices other than those subtending the associated Local Tandem. An interconnection is required to the toll tandem in the geographic area in which the Carrier has local service. Qwest will allow Interconnection for the exchange of 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; and regardless of whether capacity at the access tandem is exhausted or forecasted to exhaust. Local traffic may not be sent to one access tandem for termination to another access tandem, as there is not inter-tandem trunking between them for delivery of EAS/Local and Local Calling Area traffic.

Autotel seeks essentially to have Qwest's network configurable by it, in its discretion, with no room for even slight consideration of whether its proposals make technical sense. A consistent theme in negotiations, well-documented in the proposals in the Petition, is Autotel's refusal to consider whether (1) its proposals would impose significant problems for other companies connecting to the public network, and (2) whether Qwest has – through years of negotiations with CLECs, other CMRS providers, state commissions, and the FCC – already arrived at workable compromise solutions of the issues. Such is the case here, with the first issue.

Long before the Act, Qwest configured its network to separate local and toll (access) traffic using different tandems. Qwest does not have inter-tandem trunking between the access tandem and the local tandem, does not combine these traffic types on the same trunk groups for itself, and does not use its access tandems as an overflow route for local calls from the local tandem. Trunk groups to Qwest's access tandems carry "1+" exchange access traffic unless the carrier utilizes Qwest's Single Point of Presence ("SPOP") offering. Trunk groups to the local

tandem carry local traffic only. These two types of trunks groups are also engineered differently to deliver slightly higher blocking rates for local trunk groups as compared to separate toll “grade of service” groups.

The Commission should reject Autotel’s proposal. Qwest already offers Autotel an acceptable compromise solution in the form of single point per LATA Type 2 Wireless or standard wireline interconnection.

B. Issue No. 2: Point of Connection - Type 1 Interconnection Service⁸

Corresponding Autotel Issue: No. 6

Autotel: Qwest must provide routing throughout the MTA, even with Type 1 connection.

Qwest: With Type 1 service Autotel must connect to an end office within each Local/EAS calling area where it provides service. Single Point of Interconnection (POI) per LATA involves tandem connection, e.g. Type 2 Wireless Interconnection Service.

Qwest Proposed Contract Language:

IV.A.3.e. Autotel shall establish Type 1 trunk groups to at least one Qwest End Office in each of the EAS/Local Calling Areas where Autotel provides service. Type 1 interconnection may be accomplished through the provision of an analog loop or a DS1 Qwest provided Entrance Facility. Type 1 is an intraLATA/intrastate final route trunk group between an Autotel's switch and a Qwest End Office Switch.

Autotel’s proposal essentially seeks to turn any Qwest end office into an access tandem switch for routing Autotel’s calls throughout the Major Trading Area (“MTA”).⁹ These types of pleas have been made by CMRS carriers, particularly paging carriers, since the implementation of the FCC’s interconnection rules in November 1996. However, a series of recent cases has clarified this law and firmly established that CMRS carriers may not force the LEC to route

⁸ Type 1 Interconnection, used by Western Radio in Oregon, and typically used by other paging companies, is a direct connection to an end office that supplies numbers to be used by the paging company with its subscribers. With Type 1 Service, the paging company does not connect to a tandem switch that could supply routing outside the landline local calling area.

⁹ MTA or Major Trading Area is a geographic area established in Rand McNally’s Commercial Atlas and Marketing Guide used by the FCC in defining CMRS license boundaries for CMRS providers.

CMRS traffic throughout the MTA at no cost to the CMRS carrier. Those cases clearly establish that even though calls that originate and terminate within the same MTA are “local” in the sense they are subject to reciprocal compensation rules (unless involving multiple carriers, such as transit traffic or IXC-carried traffic), the LEC is still entitled to configure the network on its side of the point of connection as a toll network.¹⁰ The FCC further concluded that when the CMRS carrier wishes to configure its network so that calls to its subscribers – beyond the landline local calling area – are not toll calls, the CMRS carrier must pay for those facilities because it is “buying down” the toll, just as if it had purchased a wide-area calling service from the LEC.¹¹

Moreover, Autotel’s proposal would have profound implications for LEC-CMRS interconnection more generally. For example, Autotel’s proposal would significantly impact Local Number Portability (“LNP”). Requesting Type 1 Interconnection, and the associated telephone numbers, outside of Qwest’s local calling areas, or rate centers, is outside the scope of existing LNP requirements. The existing American National Standards Institute (ANSI) and FCC requirements for LNP, also referred to as Service Provider Portability, enable a customer to retain the same telephone number when she/he changes from one local service provider to another within the same rate center. Service Provider Portability is not required outside a rate center. Accordingly, a carrier requesting Type 1 Interconnection may connect to just one Qwest end office within each local calling area where they are requesting service but should not expect Qwest to route these local calls outside of the local calling area.

Autotel is really requesting a type of single point of presence (“SPOP”) offering for Type 1 Interconnection. Qwest has offered to include Type 2 SPOP language in Autotel’s agreement; however, an SPOP arrangement simply does not work for Type 1 interconnection because the

¹⁰ See e.g. *Metrocall Inc. v. Southwestern Bell*, Memorandum Opinion and Order, 16 FCC Rcd 18123 (2001); *TSR Wireless v. US West*, 15 FCC Rcd 11166 (2000).

numbers are not associated with tandem switches. Telephone numbers for Type 1 interconnection are associated only with specific end offices. Conversely, Qwest tandems would not know how to route Type 1 calls if Autotel was not connected in every local calling area where it provided service.

C. Issue No. 3: Definition of Non-Local Traffic¹²

Corresponding Autotel Issue: No. 8

Autotel: Any call that originates and terminates within the same MTA is “local”.

Qwest: In addition to interMTA calls, non-local traffic includes calls carried by an interexchange carrier, jointly provided switched access traffic, certain transit traffic, and certain roaming traffic.

Qwest Proposed Contract Language:

IV.C.4. Non-Local Traffic is InterMTA, Roaming, and/or Jointly Provided Switched Access traffic. Non-Local Traffic includes, but is not limited to, traffic originated by one Party, carried by an IXC, and terminated by the other Party. Reciprocal Compensation does not apply to Non-Local Traffic. For convenience, the location of the initial cell site when a call begins shall be used as the determinant of the geographic location of the mobile customer.

The FCC recognized that where exchange access charges apply, reciprocal compensation is inapplicable:

Access charges were developed to address a situation in which three carriers – typically, the originating LEC, the IXC, and the terminating LEC – collaborate to complete a long-distance call. As a general matter, in the access charge regime, the long-distance caller pays long-distance charges to the IXC, and the IXC must pay both LECs for originating and terminating access service. By contrast, reciprocal compensation for transport and termination of calls is intended for a situation in which two carriers collaborate to complete a local call. In this case, the local caller pays charges to the originating carrier, and the originating carrier must compensate the terminating carrier for completing the call. This reading of the statute is confirmed by section 252(d)(2)(A)(i), which provides for “recovery by each carrier of costs associated with the transport and

¹¹ See e.g. *Mountain Comm. v. Qwest*, Memorandum Opinion and Order, DA 02-250 (2002).

¹² This issue is important in determining when traffic is subject to reciprocal compensation obligations or access charges.

termination on each carrier's network facilities of calls that originate on the network facilities of the other carrier." . . . We find that the reciprocal compensation provisions of section 251(b)(5) for transport and termination of traffic do not apply to the transport or termination of interstate or intrastate interexchange traffic.¹³

In the FCC's initial interconnection rules, it reserved to itself the authority to define the MTA as the local calling area for CMRS providers.¹⁴ The FCC did not override the basic principle that where an IXC handles the call, access charges rather than reciprocal compensation rules apply. Thus the FCC stated:

Under our existing practice, most traffic between LECs and CMRS providers is not subject to interstate access charges *unless it is carried by an IXC*, with the exception of certain interstate interexchange service provided by CMRS carriers . . . which is subject to interstate access charges. Based on our authority under section 251(g) to preserve the current interstate access charge regime, we conclude that the new transport and termination rules should be applied to LECs and CMRS providers so that CMRS providers continue not to pay interstate access charges for traffic that currently is not subject to such charges, and *are assessed such charges for traffic that is currently subject to interstate access charges*.¹⁵

Accordingly, Autotel's position that all intraMTA traffic is "local" and thus subject to reciprocal compensation is simply contrary to industry practice and the rulings of the FCC. The Commission should reject Autotel's proposed language.

¹³ Local Interconnection Order, ¶ 1034.

¹⁴ *Id.* ¶ 1034-1038. The FCC initially ruled that intraMTA calls were "local" calls if they were to or from a CMRS provider and both parties were within the MTA at the start of the call. *Id.* ¶ 1036. However, in connection with its issuance of the ISP Remand Order in April, 2001, the FCC tacitly recognized the confusion caused by calling such calls "local." The FCC thus amended Rule 701 to delete the word "local," providing instead that such calls were "traffic" subject to reciprocal compensation.

¹⁵ *Id.*, ¶1043 (emphasis added). The FCC also noted that where a roaming call is carried over interstate facilities, "the cellular carrier is providing not local exchange service but interstate, interexchange service" and that access charges, rather than reciprocal compensation would apply. The FCC concluded that "[i]n this and other situations where a cellular company is offering interstate, interexchange service, the local telephone company providing interconnection is providing exchange access to an interexchange carrier and may expect to be paid the appropriate access charge." Local Interconnection Order, n. 2485.

D. Issue No. 4: 50-Mile Limit on Provide Direct Trunked Transport

Corresponding Autotel Issue: No. 2

Autotel: Qwest must provide DTT at its own expense to meet Autotel's network or to provide UNE access without any mileage limitation.

Qwest: Per Qwest's SGAT, Qwest will provide up to 50 miles DTT. Beyond 50 miles, if Qwest has no available facilities, and if parties cannot agree on joint construction, either may seek Commission resolution. [Unbundled elements have no distance limitation in Qwest's SGAT. They are available if they exist.]

Qwest Proposed Contract Language:

IV.H.3. If Direct Trunked Transport is greater than fifty (50) miles in length, and existing facilities are not available in either Party's network, and the Parties have not been able to resolve the issue through mid-point arrangements, and the Parties cannot agree as to which Party will provide the facility, the Parties may bring the matter before the Commission for resolution on an Individual Case Basis.

Qwest's proposed language mirrors the language in section 7.2.2.1.5 of the approved Utah SGAT dated October 31, 2002. Qwest's SGAT was developed through open, collaborative workshops with active participation by carriers and state commission staffs and has been approved by the Commission. In the process, Qwest agreed to SGAT modifications to accommodate concerns of other telecommunications providers and also to reflect the state regulators' decisions on impasse issues. The issue regarding transport in excess of 50 miles was a disputed issue that was resolved in an Order issued by the Commission in Docket No. 00-049-08 on September 18, 2001. Referring to Checklist Item Number 1, Interconnection, the order provided as follows:

“Direct Trunked Transport in Excess of 50 miles in Length.” As the Commission has stated before, if the parties cannot come to mutually agreeable terms, then either party may bring the issue before the Commission for determination of each party's obligations. The SGAT should be changed to reflect that this course of action.

When Dedicated Transport is greater than fifty (50) miles in length, and existing facilities are not available in either carriers' network, one carrier or the other must construct facilities. In these situations the carriers' can agree to a mid-point arrangement, where both carriers may be

jointly responsible for construction and cost of the requested facilities. When a carrier seeks direct trunked transport in excess of 50 miles and an agreement cannot be reached on an appropriate cost sharing arrangement, then either carrier may submit the issue to the Commission for relief.

E. Issue No. 5: Reciprocal Compensation Credit

Corresponding Autotel Issue: No. 3

Autotel: Autotel need not accept reciprocal compensation billing with associated relative use credit for two-way trunking. Under Autotel's proposal, either each side will bill the other and exchange payments or Qwest will bill fractional amounts and no credits

Qwest: Qwest will debit a full rate element and then credit Autotel's bill for reciprocal compensation due Autotel.

Qwest Proposed Contract Language (which is included in Qwest's standard interconnection agreements with other CMRS carriers):

IV.1.2. Reciprocal Compensation Credit Method of Billing.

a. The Reciprocal Compensation Credit for two-way dedicated facilities charges shall be based upon the channel facilities or two-way network access channels used by both Qwest and Carrier to terminate their respective local interconnection subscriber traffic. This shall be calculated by multiplying (1) the sum of the total monthly two-way channel facility or network access channel multiplexer and distance sensitive facilities state specific rates by (2) a factor of 0.50 (fifty percent). The Parties agree that the Reciprocal Compensation Credit is intended to apply only to interconnection facilities which are actually utilized as two-way facilities, and will not apply to one-way facilities. Unless the Parties agree otherwise in writing, either Party may route traffic to the other utilizing one-way trunks.

b. The total Reciprocal Compensation Credit for the month will be the sum of the facilities component as calculated above, and will appear on each monthly bill to Carrier as a credit against amounts due and payable. Reciprocal Compensation Credits will be applied one month in arrears.

Qwest now calculates reciprocal compensation with other wireless carriers on over 12 billion minutes of traffic every month via the same billing system. Here Autotel seeks custom billing. Because Qwest's billing to Autotel includes many services purchased under the interconnection agreement, while Autotel's billing to Qwest would be associated only with local

trunking, Autotel has no legitimate concern that it will not be compensated under Qwest's standard reciprocal compensation credit billing mechanism. Moreover, under the interconnection arrangements that Autotel appears to contemplate with Qwest, it appears that Autotel will be billing little if anything to Qwest. Therefore, Qwest does not understand Autotel's concerns with Qwest's proposed language.

Accordingly, the Commission should reject Autotel's proposed language and approve the language submitted by Qwest.

F. Issue No. 6: Charges / Facilities Ineligible for Reciprocal Compensation Credit

Corresponding Autotel Issue: None

Autotel: None

Qwest: One-time charges, ancillary services, and certain other facilities and services are not eligible for reciprocal compensation credit.

Qwest Proposed Contract Language:

IV.1.3. One time charges, ancillary service charges, traffic from another network provider transiting the Qwest network and terminating on Carrier's network, and any Qwest provided product which has its own contractual terms and conditions other than the services set forth in this Agreement are not eligible for Reciprocal Compensation.

This issue is related to Issue No. 5, and provides that certain types of charges are not included in the calculation of the Reciprocal Compensation Credit. Autotel rejected Qwest's language.

G. Issue No. 7: Miscellaneous Charges, Testing and Service Interruptions

Corresponding Autotel Issue: None

Autotel has changed language in these paragraphs without Qwest's agreement. Yet Autotel did not list it as an issue in the Petition. Qwest is reviewing its position and will respond in its direct testimony.

H. Issue No. 8: Negotiation of Mid-Span Meet POI

Corresponding Autotel Issue: No. 5

Autotel: Autotel has no obligation to negotiate. Qwest must provide the facility.

Qwest: Mid-span meet POI is negotiated.

Qwest Proposed Contract Language:

V.B. A Mid-Span Meet POI is a negotiated Point of Interface, limited to the Interconnection of facilities between one Party's Switch and the other Party's Switch. The actual physical Point of Interface and facilities used will be subject to negotiations between the Parties. Each Party will be responsible for its portion of the build to the Mid-Span Meet POI. These Mid Span Meet POIs will consist of facilities used for the Provisioning of one or two way Type 2 and Jointly Provided Switched Access Interconnection trunks, as well as Ancillary trunks such as, OS, DA, and 911 trunk groups.

Because the parties do not compensate each other for transport that each provides in a mid-span meet, a location approximately in the center of the span is important. A wireless carrier should not have unilateral choice as to the POI location. Further, mid-span meets should be sized not larger than necessary for a reasonably forecasted volume of interconnection trunking. While Qwest has expressed willingness to use a mid-span meet for provision of unbundled elements, the system should *not* be sized to pre-provision unbundled elements. The FCC has made clear that ILECs need not provision new mid-span meets for the subsequent provisioning of unbundled elements. Qwest's experience is that forecasts are often overstated, when compared to that which is actually provisioned later. For these reasons, the parties negotiate the terms of this type of interconnection. Moreover, Qwest's proposed language was reviewed as a part of the 271 workshops and the SGAT ultimately approved by the Commission.

I. Issue No. 9: MF Signaling for Type 1 Interconnection

Corresponding Autotel Issue: No. 7

Autotel: Qwest must provide any type of MF Signaling requested by Autotel.

Qwest: Qwest provides only wink start MF signaling.

Qwest Proposed Contract Language:

V.E.4. Inband Multifrequency (MF) wink start signaling will be used with Type 1.

As a whole, the industry has moved away from any type of MF (multi-frequency) in band signaling in favor of out of band signaling and SS7 signaling in particular. At present Qwest provides only wink start MF signaling. In general, other forms of MF signaling are associated with obsolete technology and not applicable in today's environment and not used by Qwest.

In particular, Autotel is requesting DTMF (dual tone multi-frequency) signaling. This is a "throwback" to analog touchtone phones. At that time, signaling was initiated by the pulses sent when a customer dialed the phone number. The switch responded by listening to the tones and routing the call accordingly. In today's environment, Qwest would receive the call from Autotel's switch and would not be listening to the pulses from the customer's phone set. While DTMF might be appropriate between Autotel's customer and Autotel's switch, it would be obsolete and unnecessary technology between Autotel's switch and Qwest's network. Wink start MF signaling is the most appropriate of the in band signaling methods between the Autotel network and Qwest's network, not to mention the most current.

If for some undisclosed technical reason Autotel needs other forms of in band signaling, Autotel could approach Qwest through the existing Bona Fide Request Process where implementation of non standard methods can be addressed.

J. Issue No. 10: Type 2 Interconnection Trunking – SPOP

Corresponding Autotel Issue: None

Autotel: Does not agree with Qwest language; believes language unnecessary.

Qwest: Proposes its standard Type 2 SPOP language used to provide SPOP to other CMRS carriers.

Qwest Proposed Contract Language:

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

a. Single Point of Presence (SPOP) in the LATA is a Local Interconnection Service Interconnection trunking option that allows WSP to establish one physical point of presence in the LATA in Qwest's territory. Qwest and WSP may then exchange traffic at the SPOP utilizing trunking as described following.

b. By utilizing SPOP in the LATA, WSP can deliver both Exchange Access (IntraLATA Toll Non-IXC) and Jointly Provided Switched Access (InterLATA and IntraLATA IXC) traffic and Exchange Service EAS/Local traffic at Qwest's Access Tandem Switches. WSP can also utilize Qwest's behind the tandem infrastructure to terminate traffic to specific end offices. The SPOP is defined as the WSP's physical point of presence.

c. SPOP in the LATA includes an Entrance Facility (EF), Expanded Interconnect Channel Termination (EICT), or Mid Span Meet POI and Direct Trunked Transport (DTT) options available at both a DS1 and DS3 capacity.

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 DS1s (512 CCS) worth of traffic, the WSP may choose to use the access tandem for local traffic in the circumstances described above. 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.

iii. A separate trunk group to the Qwest access tandem is necessary for the exchange of non-local Exchange Access (IntraLATA Toll Non-IXC) traffic and jointly Provided Switched Access (InterLATA and IntraLATA IXC) traffic.

e. Where there is no Qwest local tandem serving a Qwest end office, WSP may choose from one of the following options:

i. A two-way WSP LIS trunk group to the Qwest access tandem for WSP traffic terminating to, originating from, or passing through the Qwest network that combines Exchange Service EAS/ Local, Exchange Access (IntraLATA Toll Non-IXC) and Jointly Provided Switched Access (InterLATA and IntraLATA IXC) traffic.

ii. A two-way WSP LIS trunk group to the Qwest access tandem for WSP Jointly Provided Switched Access (InterLATA and IntraLATA IXC) Traffic terminating to and originating from the IXC Feature Group (FG) A/B/D network through the Qwest network and an additional two-way trunk Group to the Qwest access tandem for the combined Exchange Service EAS/Local and Exchange Access (IntraLATA Toll Non-IXC) traffic terminating to, originating from, and transiting the Qwest network.

1. If the WSP uses two way trunking, Qwest will send all Exchange Service EAS/Local, Exchange Access (IntraLATA Toll Non-IXC) and Jointly Provided Switched Access (InterLATA and IntraLATA IXC) traffic delivered To the Qwest access tandem on the same combined trunk.

iii. A one-way terminating WSP LIS trunk group to the Qwest access tandem for WSP traffic destined to or through the Qwest network that combines Exchange Service EAS/Local, Exchange Access (Intra LATA Toll Non-IXC) and Jointly Provided Switched Access (InterLATA and IntraLATA IXC) traffic.

iv. WSP may utilize a one-way LIS trunk group to the Qwest access tandem for Jointly Provided Switched Access (InterLATA and IntraLATA IXC) traffic terminating to the IXC FG A/B/D network through the Qwest Network, and an additional one-way trunk group to the Qwest access Tandem for the combined Exchange Service EAS/ Local, Exchange Access (IntraLATA Toll Non-IXC) traffic terminating to, originating from, and transiting the Qwest network.

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

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

f. Qwest assumes WSP will be originating traffic destined for end users served by each Qwest access tandem in the LATA, therefore, WSP must order LIS trunking to each Qwest access tandem in the LATA to accommodate routing of this traffic. Additionally, when there is more than one Qwest access tandem within the LATA boundary, the WSP must order LIS trunking to each Qwest access tandem that serves its end-user customers' traffic to avoid call blocking. Alternatively, should the WSP accept the conditions as outlined in the SPOP Waiver (Appendix A), Trunking will not be required to each Qwest access tandem in a Multi-access tandem LATA. The WSP

needs trunking to each local tandem where they have a customer base if not utilizing the option of interconnecting at the access tandem for local as described above. The 512 CCS rule and other direct trunking requirements will apply for direct trunking to Qwest end offices.

g. If Direct Trunked Transport is greater than 50 miles in length, and existing facilities are not available in either Party's network, and the Parties cannot agree as to which Party will provide the facility, the Parties will construct facilities to a mid-point of the span.

h. WSP will provide notification to all Co-Providers in the local calling areas of WSP's change in routing when the WSP chooses to route its traffic in accordance with Qwest's SPOP interconnection trunking.

i. Ordering

1. SPOP in a LATA will be ordered based upon the standard ordering process for the type of facility chosen. See the Qwest Interconnection and Resale Resource Guide for further ordering information.

2. WSP will issue ASR's denoting change activity for existing trunk groups converting to SPOP trunk groups in the same LATA.

3. SPOP elements, such as EF; DTT; EICT; and multiplexing will be billed in accordance with the interconnection agreement (see Appendix A).

Appendix D

SINGLE POINT OF PRESENCE WAIVER

Qwest will waive the requirement for WSP to connect to each Qwest Access Tandem in the LATA with this waiver amendment.

WSP certifies that it will not originate any traffic destined for subtending offices of Qwest's Access Tandems for which WSP seeks a waiver. Or, if WSP does originate such traffic, that WSP will route such traffic to a Non-Qwest network. In addition, WSP certifies that it has no end users in the serving area of the Qwest Access Tandem for which WSP seeks a waiver.

WSP will send an electronic letter to Qwest indicating the Qwest access tandems subject to this waiver at the time of ordering trunks required to implement SPOP in the LATA. In addition, WSP will provide a revised electronic letter to Qwest advising of any changes in the network configuration of the aforementioned access tandems. Should WSP desire to begin serving end users in the serving area of a Qwest access tandem currently under this waiver, WSP must first establish trunking to the Qwest access tandem. Additionally, should WSP desire to originate traffic destined to a Qwest end office subtending a Qwest access tandem currently under this waiver, WSP must first establish trunking to the Qwest access tandem. Should this traffic occur, the Parties agree to meet within forty-five (45) days of Qwest's identification of such misrouted traffic to discuss methods for avoiding future misrouting on that trunk group or groups. WSP will then have thirty (30) days from the date of meeting to correct such misrouting on that

trunk group or groups. If further misrouting occurs or continues after that date on the same trunk group or groups as the original misrouting identified, the Parties agree to meet again within thirty (30) days of Qwest's identification of such misrouted traffic to discuss methods for avoiding future misrouting on that trunk group or groups. WSP will then have thirty (30) days from the date of meeting to correct such misrouting. If further misrouting occurs or continues after that date on the same trunk group or groups, Qwest will consider this waiver null and void and all requirements in Attachment 1 or in the existing Interconnection Agreement currently in effect between the Parties will be reinstated. If the parties disagree about whether the traffic identified by Qwest was actually misrouted, the Parties agree to avail themselves of the dispute resolution provision of their interconnection agreement.

K. Issue No. 11: UNEs

Corresponding Autotel Issue: No. 4

Autotel: UNE language should provide only that Autotel has right to UNEs at any technically feasible point.

Qwest: If Autotel wishes to purchase UNEs, the parties will enter into an amendment to provide terms and conditions. In such case, the amendment will include standard UNE terms and conditions, per Qwest's SGAT.

Qwest Proposed Contract Language:

VII. Qwest shall provide nondiscriminatory access to the unbundled network elements included in 47 CFR 51.319, and where appropriate, development of unbundled network elements pursuant to the Act in response to specific requests therefore, pursuant to the Bona Fide Request detailed in Section XVII of this Agreement. Should the parties wish to establish terms, conditions and rates for Unbundled Network Elements (UNEs), the parties will enter into a separate UNE amendment to this agreement.

L. Issue No. 12: Bona Fide Request Language

Corresponding Autotel Issue: None

Autotel: Rejects Qwest BFR language, proposes outdated NIUER language.

Qwest: Qwest proposes its standard SGAT BFR language.

Qwest Proposed Contract Language:

XVI. BONA FIDE REQUEST PROCESS

A. Any request for Interconnection or access to an Unbundled Network Element or Ancillary service that is not already available as described in other sections of this Agreement or any other Interconnection Agreement, Tariff or otherwise defined by Qwest as a product or service shall be treated as a Bona Fide Request (BFR). Qwest shall use the BFR Process to determine the terms and timetable for providing the requested Interconnection, access to UNEs or Ancillary services and the technical

feasibility of new/different points of Interconnection. Qwest will administer the BFR Process in a non-discriminatory manner.

B. A BFR shall be submitted in writing and on the appropriate Qwest form for BFRs. [WSP] and Qwest may work together to prepare the BFR form and either Party may request that such coordination be handled on an expedited basis. This form shall be accompanied by the non-refundable Processing Fee specified in Appendix A of this Agreement. Qwest will refund one-half of the Processing Fee if the BFR is cancelled within ten (10) business Days of the receipt of the BFR form. The form will request, and [WSP] will need to provide, the following information, and may also provide any additional information that may be reasonably necessary in describing and analyzing [WSP]'s request:

1. a technical description of each requested Network Element or new/different points of Interconnection or Ancillary services;
2. the desired interface specification;
3. each requested type of Interconnection or access;
4. a statement that the Interconnection or Network Element or Ancillary service will be used to provide a Telecommunications Service;
5. the quantity requested;
6. the specific location requested;

C. Within two (2) business Days of its receipt, Qwest shall acknowledge receipt of the BFR and in such acknowledgment advise [WSP] of missing information, if any, necessary to process the BFR. Thereafter, Qwest shall promptly advise [WSP] of the need for any additional information required to complete the analysis of the BFR. If requested, either orally or in writing, Qwest will provide weekly updates on the status of the BFR.

D. Within twenty-one (21) calendar Days of its receipt of the BFR and all information necessary to process it, Qwest shall provide to [WSP] an analysis of the BFR. The preliminary analysis shall specify Qwest's conclusions as to whether or not the requested Interconnection or access to an Unbundled Network Element complies with the unbundling requirements of the Act or state law.

E. If Qwest determines during the twenty-one (21) Day period that a BFR does not qualify as an Unbundled Network Element or Interconnection or Ancillary service that is required to be provided under the Act or state law, Qwest shall advise [WSP] as soon as reasonably possible of that fact, and Qwest shall promptly, but in no case later than the twenty-one Day period, provide a written report setting forth the basis for its conclusion.

F. If Qwest determines during such twenty-one (21) Day period that the BFR qualifies under the Act or state law, it shall notify [WSP] in writing of such determination within ten (10) calendar Days, but in no case later than the end of such twenty-one (21) Day period.

G. As soon as feasible, but in any case within forty-five (45) calendar Days after Qwest notifies [WSP] that the BFR qualifies under the Act, Qwest shall provide to [WSP] a BFR quote. The BFR quote will include, at a minimum, a description of each Interconnection, Network Element, and Ancillary service, the quantity to be provided, any interface specifications, and the applicable rates (recurring and nonrecurring) including the separately stated development costs and construction charges of the Interconnection, Unbundled Network Element or Ancillary service and any minimum volume and term commitments required, and the timeframes the request will be provisioned.

H. A [WSP] has sixty (60) business Days upon receipt of the BFR quote, to either agree to purchase under the quoted price, or cancel its BFR.

I. If [WSP] has agreed to minimum volume and term commitments under the preceding paragraph, [WSP] may cancel the BFR or volume and term commitment at any time but may be subject to termination liability assessment or minimum period charges.

J. If either Party believes that the other Party is not requesting, negotiating or processing any BFR in good faith, or disputes a determination or quoted price or cost, it may invoke the Dispute Resolution provision of this Agreement.

K. All time intervals within which a response is required from one Party to another under this Section are maximum time intervals. Each Party agrees that it will provide all responses to the other Party as soon as the Party has the information and analysis required to respond, even if the time interval stated herein for a response is not over.

L. In the event [WSP] has submitted a Request for an Interconnection, Unbundled Network Elements or any combinations thereof, or Ancillary services and Qwest determines in accordance with the provisions of this section that the request is Technically Feasible, subsequent requests or orders for substantially similar types of Interconnection, Unbundled Network Elements or combinations thereof or Ancillary services by that [WSP] shall not be subject to the BFR process. To the extent Qwest has deployed or denied a substantially similar Interconnection, Unbundled Network Elements or combinations thereof or Ancillary services under a previous BFR, a subsequent BFR shall not be required and the BFR application fee shall be refunded immediately. ICB pricing and intervals will still apply for requests that are not yet standard offerings. For purposes of this section, a "substantially similar" request shall be one with substantially similar characteristics to a previous request with respect to the information provided pursuant to subsections of above. The burden of proof is upon Qwest to prove the BFR is not substantially similar to a previous BFR.

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

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

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

Autotel has proposed outdated language in section X.V.I. of the contract. Last summer, Autotel proposed restarting negotiations for Utah using a 5-year-old agreement of another carrier as template to work from. That agreement contained considerable antiquated language, including NIUER language.¹⁶ Qwest proposes replacing the outdated language to make the agreement and the process consistent with that set out in the approved SGAT for the Bona Fide Request Process (BFR). NIUER language was replaced in the 271 workshops with the new BFR language.

M. Issue No. 13: Construction Charges

Corresponding Autotel Issue: No. 9

Autotel: Parties jointly engineer construction and both “bid.” Bidder with lower cost does the work but both parties share the cost.

Qwest: Qwest proposes its standard SGAT construction language.

Qwest Proposed Contract Language:

XX. CONSTRUCTION CHARGES

A. All rates, charges and initial service periods specified in this Agreement contemplate the provision of network Interconnection services and access to Unbundled Loops or ancillary services to the extent existing facilities are available. Except for modifications to existing facilities necessary to accommodate Interconnection and access to Unbundled Loops or ancillary services specifically provided for in this

¹⁶ NIUER is the acronym for “Network Interconnection and Unbundled Element Request.”

Agreement, Qwest will consider requests to build additional or further facilities for network Interconnection and access to Unbundled Loops or ancillary services.

B. All necessary construction will be undertaken at the discretion of Qwest, consistent with budgetary responsibilities, consideration for the impact on the general body of End User Customers and without discrimination among the various Carriers.

C. A quote for Autotel's portion of a specific job will be provided to Autotel. The quote will be in writing and will be binding for ninety (90) business days after the issue date. When accepted, Autotel will be billed the quoted price and construction will commence after receipt of payment. If Autotel chooses not to have Qwest construct the facilities, Qwest reserves the right to bill Autotel for the expense incurred for producing the engineered job design.

D. In the event a construction charge is applicable, Autotel's service Application Date will become the date upon which Qwest receives the required payment.

The Commission should reject Autotel's position and affirm Qwest's proposed language.

Qwest's proposed language sets out terms and conditions for Qwest's construction work performed for Autotel, where Qwest is not required to perform such work by law. Autotel, on the other hand, seems to be proposing language that would apply in construction of a mid-span meet point.

N. Issue No. 14: Payment

Corresponding Autotel Issue: None

Autotel: Qwest must make payments to Autotel (corresponding to Autotel's rejection of reciprocal compensation credit).

Qwest: This paragraph is similar language found in all wireless agreements and comports with the Qwest Reciprocal Compensation Credit method of payment.

Qwest Proposed Contract Language:

XXII.D. Payment:

1. Amounts payable under this Agreement are due and payable within thirty (30) days after the date of invoice. Billing and collection of usage charges by either Party from its customers shall have no bearing on the amount or timeliness of either Party's payment obligation to the other Party. Qwest is solely responsible for making all Reciprocal Compensation Credits due to [WSP] under this agreement unless the Parties mutually agree to another method of payment during *the term of this Agreement*.

O. Issue No. 15: Rates – Appendix A

Corresponding Autotel Issue: None

Autotel: Filed SGAT Appendix A rates with Petition.

Qwest: Proposes Type 1 and Type Interconnection Rates.

The draft interconnection agreement included with its Petition attaches an incurrence rate schedule. The schedule attached (Exhibit A to the proposed agreement) by Autotel is the rate schedule (Schedule A) to the SGAT. That schedule includes all rate elements, not just the elements covered by the Autotel interconnection agreement. The rate schedule to the agreement between the parties should not include rates for elements for which the agreement does not provide terms and conditions.

III. CONCLUSION

The Commission should adopt Qwest's positions on the unresolved issues and approve Qwest's proposed contract language. Qwest's positions and language are in accordance with the Act and this Commission's decisions, particularly the Commission's recent consideration and approval of Qwest's SGAT.

Qwest also requests that a scheduling conference be scheduled by this Commission at the earliest time available.

RESPECTFULLY SUBMITTED: April 2, 2003.

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Qwest Services Corporation

Attorneys for Qwest Corporation

CERTIFICATE OF SERVICE

I hereby certify that a true and complete copy of the foregoing **QWEST CORPORATION'S AMENDED RESPONSE TO AUTOTEL'S PETITION FOR ARBITRATION** was served on the following by electronic mail and by U.S Mail, postage prepaid, on this 1st day of April, 2003:

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