

BEFORE THE PUBLIC SERVICE COMMISSION OF UTAH

In the Matter of the Petition by AUTOTEL)
for Arbitration of an Interconnection)
Agreement with QWEST CORPORATION) **DOCKET NO. 03-049-19**
Pursuant to Section 252(b) of the)
Telecommunications Act)

SUPPLEMENTAL REBUTTAL TESTIMONY OF
RACHEL TORRENCE
FOR
QWEST CORPORATION

OCTOBER 14, 2003

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1 deployed as anything other than an exception to the rule and in isolated instances. While
2 state tariffs do allow for MF, DTMF and Dial Pulse signaling, they clearly specify that it
3 is subject to availability. However, due to Qwest's technological evolution, DTMF and
4 Dial Pulse signaling are no longer generally available. Therefore, although they are still
5 included in Qwest's tariffs, they are not generally available and are provided only to
6 customers that continue to utilize dated technologies. They would not generally be
7 available to new customers.

8
9 If Autotel insists on these types of signaling architectures, Autotel can purchase these
10 types of signaling out of the state tariffs (if and where available) or may approach Qwest
11 through the Special Request Process or the Bona Fide Request Process where
12 implementation of non-standard methods can be addressed. I understand that the parties
13 have agreed to remove the Bona Fide Request Process from the interconnection
14 agreement because Autotel objected to it. I understand that one of the bases for Autotel's
15 objection to the Bona Fide Request Process was the nonrecurring charge associated with
16 it. The reason for the non-recurring charge in the Bona Fide Request Process is that it
17 involves requests for services where technological feasibility in general is an issue. The
18 Special Request Process, on the other hand, involves situations where technological
19 feasibility has already been demonstrated. There is no nonrecurring charge associated
20 with the Special Request Process. I understand that Autotel still disagrees with the
21 Special Request Process. Nonetheless, Qwest is willing to insert the Special Request
22 Process into the interconnection agreement, and this process would allow Autotel to

1 obtain these types of signaling at the locations requested. The language for the Special
2 Request Process is as follows:

3 **Special Request Process**

4
5 1. The Special Request Process shall be used for the following
6 requests:

7 1.1 Requesting specific product feature(s) be made available by Qwest
8 that are currently available in a switch, but which are not activated.

9 1.2 Requesting specific product feature(s) be made available by Qwest
10 that are not currently available in a switch, but which are available from
11 the switch vendor

12 1.3 Requesting a combination of Unbundled Network Elements that is
13 a combination not currently offered by Qwest as a standard product and:

14 1.3.1 that is made up of UNEs that are defined by the FCC or the
15 Commission as a network element to which Qwest is obligated to provide
16 unbundled access, and;

17 1.3.2 that is made up of UNEs that are ordinarily combined in the Qwest
18 network.

19 1.4 Requesting an Unbundled Network Element that does not require a
20 technical feasibility analysis and has been defined by the FCC or the State
21 Commission as a network element to which Qwest is obligated to provide
22 unbundled access, but for which Qwest has not created a standard product,
23 including, but not limited to, OC-192 (and such higher bandwidths that
24 may exist) UDIT, EEL between OC-3 and OC-192 and new varieties of
25 subloops.

26 2. Any request that requires an analysis of Technical Feasibility shall
27 be rejected.

28 3. A Special Request shall be submitted in writing and on the
29 appropriate Qwest form, which is located on Qwest's website.

30 4. Qwest shall acknowledge receipt of the Special Request within two
31 (2) business days of receipt.

32 5. Qwest shall respond with an analysis, including costs and
33 timeframes, within fifteen (15) business days of receipt of the Special
34 Request. In the case of UNE Combinations, the analysis shall include

1 whether the requested combination is a combination of network elements
2 that are ordinarily combined in the Qwest network. If the request is for a
3 combination of network elements that are not ordinarily combined in the
4 Qwest network, the request shall be rejected.

5 6. Upon request, Qwest shall provide CLEC with Qwest's supporting
6 cost data and/or studies for Unbundled Network Elements that CLEC
7 wishes to order within seven (7) business days, except where Qwest
8 cannot obtain a release from its vendors within seven (7) business days, in
9 which case Qwest will make the data available as soon as Qwest receives
10 the vendor release. Such cost data shall be treated as Confidential
11 Information, if requested by Qwest under the non-disclosure sections of
12 this Agreement.

13
14 **Q. IS MR. OBERDORFER CORRECT WHEN HE INFERS THAT SPRINT'S**
15 **CONTINUED USE OF AN ARCHITECTURE DEMONSTRATES A NEED AND**
16 **IS EVIDENCE OF CONTINUED TECHNICAL FEASIBILITY?**

17 A No. In his testimony, Mr. Oberdorfer relates conversations that he says he had with
18 Sprint, but beyond that offers no substantiation as to the content of those conversations.
19 In any case, how Sprint chooses to deploy its network is a function of the areas it serves
20 and the services it offers in those areas. The same holds true for Qwest. The fact that
21 one carrier chooses one architecture over another does not make that an intelligent choice
22 for every other carrier. If Sprint chooses to deploy switches that accommodate DTMF, it
23 might simply be because Sprint has a substantial amount of Type 1 interconnection in the
24 serving area in which Autotel is interconnected that makes it cost effective for Sprint to
25 continue to offer the types of signaling which Autotel wants Qwest to also provide. It is
26 not indicative of the fact that it is a viable architecture choice for Qwest.

1

IV. CONCLUSION

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

3 **A.** Yes it does.

CERTIFICATE OF SERVICE

I hereby certify that a true and complete copy of the foregoing SUPPLEMENTAL REBUTTAL TESTIMONY OF RACHEL TORRENCE was served on the following by electronic mail and by U.S Mail, postage prepaid, on October 14, 2003:

Richard L. Oberdorfer
Autotel
114 North East Penn Avenue
Bend, OR 97701
oberdorfer@earthlink.net

Michael Ginsberg
Assistant Attorney General
160 East 300 South, Suite 500
Heber M. Wells Building
Salt Lake City, UT 84111
mginsberg@utah.gov
