

state commission's reliance on that model is a fundamental error. Given that, there is no sound reason for the Commission to question the Iowa Board' reasoning.

118. Idaho DS1 UDIT Rates. As New Edge points out,^{146/} Qwest's Idaho price list attached to the Idaho SGAT reflects the same recurring, mileage-sensitive rates for DS1 and DS3 interoffice transport in Idaho. However, contrary to New Edge's suggestion, this is not because Idaho's DS1 rates are exorbitant.^{147/} Rather, it is the result of a straightforward typographical error. The DS3 rates were erroneously pasted in for the DS1 rates. In fact, the actual recurring DS1 rates in Idaho are as follows:

Idaho DS1 Rates		
Distance	Fixed	Per Mile
0 to 8 miles	\$36.43	\$3.20
9-25 miles	\$37.26	\$3.19
26-50 miles	\$39.12	\$1.81
Over 50 miles	\$37.77	\$0.78

119. Notwithstanding the error in the price sheet attachment, footnote 1 makes clear that these rates, which were the ones that Qwest had proposed in testimony before the Idaho commission, were the ones Qwest had intended to incorporate into its SGAT price sheet. Qwest will be amending the price sheet to correct the error within the next week.

120. Thus, using New Edge's 10-mile interoffice transport example, the rate for a 10 mile DS1 UDIT in Idaho (excluding entrance facility rates) would

^{146/} New Edge does not appear to be questioning Qwest's DS3 rates in Idaho, which clearly are comparable to the rates in Qwest's other states.

^{147/} New Edge Comments at 9.

Nebraska Switching & Shared Transport Benchmark Analysis

Colorado			Nebraska			New Rates		
LINE	FCC Default Assumptions		LINE	FCC Default Assumptions				
1a	Orig Local	1200 MOU	1b	Orig Local	1200 MOU			
2a	Term Local	1200 MOU	2b	Term Local	1200 MOU			
3a	Toll, Access	370 MOU	3b	Toll, Access	370 MOU			
4a	% Interoffice	75%	4b	% Interoffice	75%			
5a	% Intraoffice	25%	5b	% Intraoffice	25%			
6a	% Access Tandem	20.0%	6b	% Access Tandem	20.0%			
Rates			Rates					
7a	Local Switching	\$ 0.00161	7b	Local Switching	\$ 0.00260			
8a	Port	\$ 1.15	8b	Port	\$ 2.47			
9a	Shared Transport	\$ 0.00111	9b	Shared Transport	\$ 0.001552			
Local Use			Local Use					
10a	% Intraoffice	25%	10b	% Intraoffice	25%			
11a	UNE-P Originating	1200	11b	UNE-P Originating	1200			
12a	MOU Intraoffice	300	12b	MOU Intraoffice	300			
13a	Local Switching	\$ 0.00161	13b	Local Switching	\$ 0.00260	\$ 0.001791		
14a	Charge for Intraoffice	\$ 0.48	14b	Charge for Intraoffice	\$ 0.78	\$ 0.54		
15a	% Interoffice	75%	15b	% Interoffice	75%			
16a	UNE-P Originating	1200	16b	UNE-P Originating	1200			
17a	MOU Interoffice 1st Sw	900	17b	MOU Interoffice 1st Sw	900			
18a	MOU Interoffice 2nd Sw	900	18b	MOU Interoffice 2nd Sw	900			
19a	Local Switching	\$ 0.00161	19b	Local Switching	\$ 0.00260	\$ 0.001791		
20a	Charge for Interoffice	\$ 2.90	20b	Charge for Interoffice	\$ 4.67	\$ 3.22		
21a	MOU Access and Toll	370	21b	MOU Access and Toll	370			
22a	UNE-P Originating	\$ 0.00161	22b	UNE-P Originating	\$ 0.00260	\$ 0.001791		
23a	Charge for Access & Toll	\$ 0.60	23b	Charge for Access & Toll	\$ 0.96	\$ 0.66		
Shared Transport			Shared Transport					
24a	% Access Tandem	20.0%	24b	% Access Tandem	20.0%			
25a	MOU Access and Toll	370	25b	MOU Access and Toll	370			
26a	MOU Access & Toll	74	26b	MOU Access & Toll	74			
27a	MOU Interoffice	900	27b	MOU Interoffice	900			
28a	MOU Transport	974	28b	MOU Transport	974			
29a	Shared Transport	\$ 0.00111	29b	Shared Transport	\$ 0.00155	\$ 0.00111		
30a	Charge for Transport	\$ 1.08	30b	Charge for Transport	\$ 1.51	\$ 1.08		
31a	Port	\$ 1.15	31b	Port	\$ 2.47	\$ 2.47		
32a	Total Charges	\$ 6.21	32b	Total Charges	\$ 10.39	\$ 7.97		
33a	FCC SM SW	\$ 4.04	33b	FCC SM SW	\$ 5.19			
			34b	FCC SM NE/ FCC SM CO (L.33b/L.33a)	1.2847			
			35b	34b x 32a	\$ 7.97			
			36b	Benchmark Reduction	32b-35b	\$ (2.42)		
			New Rates					
			37b	Local Switching	\$ 0.001791	\$ 4.42		
			38b	Port	\$ 2.47	\$ 2.47		
			39b	Shared Transport	\$ 0.00111	\$ 1.08		
			40b	New Total Charges		\$ 7.97		

received via IMA-GUI, the volume continued to be extremely low in May and June, with only six and nine LSRs respectively.⁴ For PO-2B-2, which measures (LNP) LSRs received via IMA-EDI, only one flow-through-eligible LNP LSR has been received in Idaho over the past twelve months.⁵ This order was received in June and did not successfully flow-through.

6. Because the benchmark for PO-2B-1 and PO-2B-2 is 90%, Qwest could have only satisfied the benchmark in May and June by achieving 100% flow through. Clearly, the misses in May and June are *de minimis* and not indicative of Qwest's capabilities.

2. Iowa

7. Qwest missed the benchmark for LNP for PO-2B-2 in June.⁶ As in Iowa, only one flow-through-eligible LNP LSR has been received in Iowa via IMA-EDI over the past six months. This order was received in June and did not flow-through. As described above, the June result is not indicative of Qwest's capabilities of flowing through LNP orders.

3. Nebraska

8. Qwest missed the benchmark for PO-2B-2 for POTS Resale in June.⁷ Sixty-four LSRs, from a single CLEC, fell out for manual handling and should have been rejected due to a mismatch between request type and product.

⁴ *Id.*

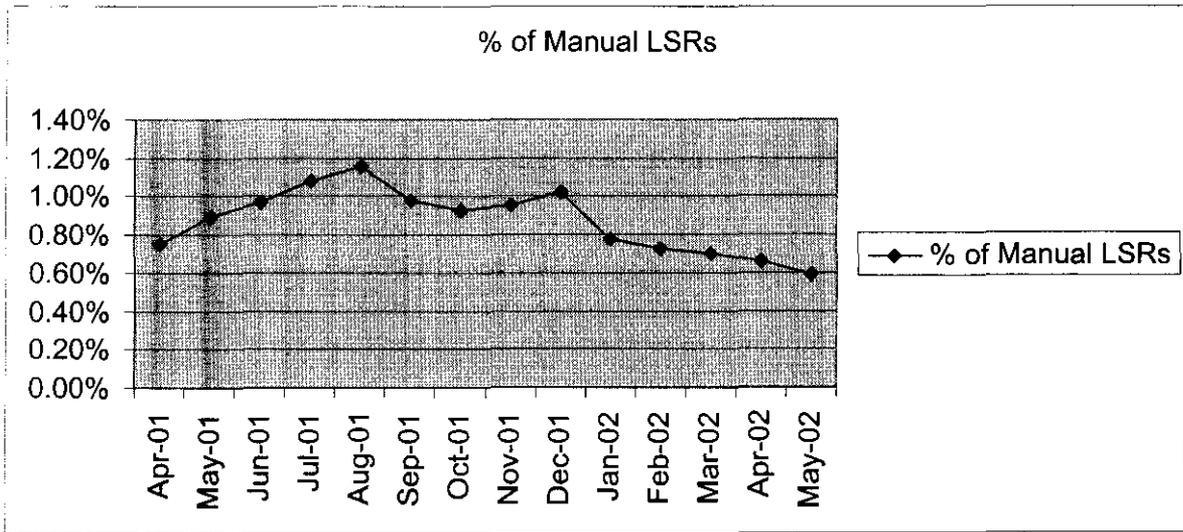
⁵ *Id.*

⁶ See Iowa Commercial Performance Results at 53 (PO-2B-2).

⁷ See Nebraska Commercial Performance Results at 51 (PO-2B-2).

Reply Exhibit CLD-8
(Page 2 of July 12 Ex Parte on LSRs Rejected in Error)

MONTH	# LSRs - FOC AFTER REJECTED	TOTAL LSRs	% of TOTAL	Total manual LSRs	% of Manual LSRs
01-Apr-01	538	123,789	0.43%	71,715	0.75%
01-May-01	614	137,636	0.45%	68,963	0.89%
01-Jun-01	569	132,717	0.43%	58,683	0.97%
01-Jul-01	659	131,308	0.50%	61,165	1.08%
01-Aug-01	786	166,109	0.47%	67,901	1.16%
01-Sep-01	575	127,964	0.45%	58,694	0.98%
01-Oct-01	636	155,748	0.41%	68,731	0.93%
01-Nov-01	593	194,867	0.30%	62,328	0.95%
01-Dec-01	614	138,197	0.44%	60,140	1.02%
02-Jan-02	536	197,265	0.27%	69,146	0.78%
02-Feb-02	384	135,149	0.28%	52,882	0.73%
02-Mar-02	365	139,676	0.26%	52,236	0.70%
02-Apr-02	398	163,067	0.24%	60,852	0.65%
02-May-02	417	156,746	0.26%	70,551	0.59%



109. Reject rates under PO-4C on an aggregate basis for all CLECs in North Dakota ranged from approximately 6% to 12% from January through June as shown in the table below.¹²¹

Category	Jan	Feb	Mar	Apr	May	Jun
PO-4C	6.19%	7.82%	9.41%	8.67%	10.86%	11.84%

C. Flow-Through

110. Qwest's commercial performance results under PO-2B (in the aggregate) show that Qwest flowed through a high rate of flow-through-eligible orders from January through April, 2002.¹²² Qwest has flowed through an even higher rate of flow-through-eligible orders in May 2002 and June 2002.¹²³ Qwest met the benchmarks for Unbundled Loops and UNE-P under PO-2B in each of the five states subject to the Application in each of the past two months.¹²⁴ Although Qwest missed the benchmarks for Resale orders submitted via IMA-EDI in Nebraska in June and for LNP in Idaho (in May and June) and Iowa (in June), the

¹²¹ See North Dakota Commercial Performance Results at 51 (PO-4C).

¹²² OSS Decl. at ¶¶309-331.

¹²³ See Colorado Commercial Performance Results at 52-55 (PO-2B); Idaho Commercial Performance Results at 49-52 (PO-2B); Iowa Commercial Performance Results at 51-54 (PO-2B); Nebraska Commercial Performance Results at 51-54 (PO-2B); North Dakota Commercial Performance Results at 45-48 (PO-2B).

¹²⁴ See Colorado Commercial Performance Results at 53, 55 (PO-2B); Idaho Commercial Performance Results at 50, 52 (PO-2B); Iowa Commercial Performance Results at 52, 54 (PO-2B); Nebraska Commercial Performance Results at 52, 54 (PO-2B); North Dakota Commercial Performance Results at 46, 48 (PO-2B).

**Reply Exhibit LN-18
Redacted – For Public Inspection**

Attachment A

This page contains the corrected portion of Paragraph 155.

orders that generally require no dispatch. Qwest records indicate that Eschelon has provided 5 examples of such “unannounced dispatches.” Qwest research indicates that Qwest did dispatch a technician on these orders. Analysis of the orders identified a process error that was causing Qwest facility assignment systems to select new cable and pair for UNE-P conversion orders leading to unnecessary dispatches for UNE-P conversion orders. A process modification placed into effect July 23, 2002 will eliminate these unnecessary dispatches.

a “No Access” status while Qwest awaits the customer’s response. The trouble ticket is closed if no response is received from the customer within 24 hours.

2. Repair Invoicing

162. Eschelon claims that it cannot obtain an invoice of applicable repair charges at the time repair work is completed, but rather must wait until Qwest sends the monthly Wholesale invoices.²⁰⁷ Eschelon asserts this places them at a disadvantage in that it is not able to dispute such charges in a real time basis.²⁰⁸ Qwest does, however, provide CLECs with a dispute process for repair charges. The opportunity to dispute repair charges is dependent on the type of service (either designed or non-designed). In either event, the dispute processes for repair charges are provided in substantially the same manner as those utilized by Qwest retail personnel.

163. For non-designed trouble tickets (including non-designed resale and UNE-P POTS), the technician that resolves the trouble closes the ticket as discussed above.²⁰⁹ By using the CEMR electronic interface, however, CLECs may access a view of the same non-designed service repair charge information that is available to Qwest retail personnel. CEMR provides indication of the Trouble Isolation Charge for a specified trouble ticket. Should CEMR review identify the

²⁰⁷ See Eschelon at 12-13.

²⁰⁸ See *id.*

²⁰⁹ See *supra*, Section IV.C.1.

IT department to make sure transmission of the test file is received successfully. Then Qwest requests feedback from the CLEC and collaboratively works with the CLEC to resolve any questions or issues. WorldCom received a test file from Qwest on July 8, 2002. Vartech was sent a test tape as well on July 17, 2002.

188. To create the BOS format bill, Qwest converts the CRIS billing data into a BOS format and transmits it to the customer. The CLEC then reviews the Differences List provided by Qwest to guide its development efforts.²²⁶ Qwest offers BOS-formatted bills (for UNE-P) via NDM, Web access, diskette or BDT.²²⁷

189. In addition to its current offering of the BOS format bill, Qwest is working a CMP CR which requests that Loops be billed on a BOS format bill. Qwest will add Unbundled Loop Analog and Digital products to the framework in subsequent phases: Phase One is planned for October 26, 2002, for analog 2 wire loops; Phase Two is planned for December 31, 2002, for digital loops.

2. Wholesale Bill Content

190. ASCII-formatted bills contain the same data that paper bills contain at the summary account level and sub-account level. Thus, the ASCII and paper bills contain (1) the same key billing elements and summarization points as the paper bill; (2) matching dollar amounts; (3) enough information to permit a third party to recalculate the charges based on the information present; and (4) are in balance, meaning the sum of every charge or credit on both bills result in the

²²⁶ See Reply Exhibit CLD-27 (BOS Version 37 Differences List).

²²⁷ See OSS Decl. at ¶ 498.

apply. Further, in response to CLEC concerns, Qwest implemented process modifications in March 2002 to allow the CLEC to relate more easily the charges on the bill to a specific trouble report. The previous bill displayed the service order written to apply the M&R charges rather than the M&R work that was performed. Since March 2002, the bill displays the date the M&R charge was incurred, not the date the charge was added to the bill, so the CLEC can match the charge to a specific trouble ticket and can more easily audit these charges on its bill.

240. Eschelon proposed a CR (PC053002-1)²⁹⁶ requesting that Qwest develop “a process to allow CLECs to dispute miscellaneous [non-designed] repair charges before Qwest bills them.” Qwest responded to this request at the July 17 CMP meeting that it felt the current designed services process (described above in Section IV(C)(1)) meets this request and that Qwest will continue to investigate options for the non-designed process. Qwest will provide additional detail around the designed process and provide a response regarding the non-designed process at the August 21 CMP meeting.

241. Eschelon also makes numerous claims regarding inaccuracies in its bills.²⁹⁷ Qwest’s investigation of Eschelon’s claim, however, indicates that most are not related to system-wide defects in Qwest’s billing functions. Furthermore, many of Eschelon’s listed claims involve insignificant dollar amounts. In fact, the

²⁹⁵ *See id.*

²⁹⁶ *See* CR PC-053002-1, which is attached as Reply Exhibit LN-25.

²⁹⁷ Eschelon Comments at 23.

process to resolve billing disputes, one the FCC found to minimize the burden on CLECs.²⁷² Qwest's process is no different.

221. Once Qwest receives a dispute, it verifies the content of the dispute and sends an acknowledgment of receipt to the CLEC within two business days.²⁷³ If Qwest receives a dispute with incomplete information, Qwest notifies the CLEC and works with it to get additional information to allow the SDC to understand the nature of the dispute so that Qwest may begin its investigation of the claim. Qwest's goal is to resolve all disputes within 28 calendar days of the dispute acknowledgment date. Qwest is targeting its performance on these metrics at a 95% success rate²⁷⁴ and makes every effort to complete the investigation as quickly and efficiently as possible. Occasionally, if a dispute involves multiple departments or other complicated factors, Qwest will negotiate an extended time frame in which to resolve the dispute while communicating the status of the dispute to the CLEC on a regular basis. An updated status may be provided to the CLEC by phone or via email.

222. Qwest's procedures state that SDCs should "always be aware of the customers' viewpoint, always listen to the CLEC's concerns and make every effort to establish and maintain a good business relationship".²⁷⁵ If Qwest's investigation results in a denial of the CLEC's claim, Qwest always completely and

²⁷² See *Pennsylvania 271 Order* at ¶40.

²⁷³ See OSS Decl. at ¶497.

²⁷⁴ See *id.*

²⁷⁵ See Reply Exhibit CLD-32 (Disputes-Wholesale).

governing document for Qwest's Change Management Process further defines a dispute resolution process that can include arbitration.²⁸¹

228. Qwest updates the CR status at the CMP monthly meeting and tracks the progress of the CR until implemented. After implementation, the CR enters a period of CLEC testing, and based on the successful completion of the CLEC test period, the Billing CR will be deemed completed and will be closed.

B. Daily Usage File

229. To evaluate the accuracy and completeness of the DUF, KPMG conducted a series of tests lasting approximately one to three weeks in duration. The first two tests were not initiated due to test bed problems. Once those test problems were resolved, a total of three region wide DUF tests were conducted. An additional test evaluated the DUF for specific call scenarios in the Central region alone.

230. After the first complete DUF test in June 2001, KPMG issued observations and exceptions, which Qwest responded to by implementing system fixes and interim processes. These fixes include creating a Pending Order File ("POF"), work which Qwest already had begun during the test, to ensure usage is sent to the correct CLEC after a TN changes from one LEC to another as well as to eliminate duplicate records.²⁸²

²⁸¹ See *id.*

²⁸² See Reply Exhibit LN-36 (Summary of DUF Test History).

231. Following KPMG's October test, Qwest further enhanced its billing systems by modifying the POF and implementing other system-wide fixes. Qwest passed KPMG's January 2002 test in its Eastern and Western regions.²⁸³ Qwest made additional minor changes to its billing systems to correct the few remaining issues in the Central region and passed KPMG's last test in March 2002. In many cases, the changes Qwest implemented ensured that even the most rare types of calls would be included on the DUF. For example, operated assisted local measured service records were involved for many of the changes, which only accounts for 0.002% of all calls made on the Qwest network on a typical day. KPMG concluded that Qwest provides CLECs with an accurate and complete DUF.²⁸⁴

232. AT&T nevertheless attempts to disparage Qwest's capabilities by claiming that Qwest's DUF is lacking because Qwest passed KPMG's DUF test only "on the sixth try."²⁸⁵ AT&T's argument is wrong on two counts. First, it did not take Qwest six attempts to pass the DUF test. Rather, as noted above, KPMG conducted three full tests to evaluate the DUF and an additional test to evaluate the Central region.²⁸⁶ The initial two tests were canceled because of test bed

²⁸³ In Eastern, Qwest passed the test criteria relating to DUF completeness but a subsequent test in March 2002 was needed to confirm the accurate formatting of records for operator-assisted local measured service calls.

²⁸⁴ See *Final Report* at 413-18.

²⁸⁵ See AT&T Comments at 45, Finnegan/Connolly/Menezes Decl. at ¶219.

²⁸⁶ See Reply Exhibit LN-36 (Summary of DUF Test History).

This page contains the corrected portion of Paragraph 272.

may receive a “match” or “near match” response for that exact address.²¹⁰ Even though a CLEC may receive a “no match” response in SATE in this example, Qwest does provide CLECs with the ability to test “match” or “near match” responses in SATE. The fact that any particular input by the CLEC of a pre-defined test scenario address may result in a “no match” in SATE but not in production, is not a problem. The important thing is that CLECs are able to test that their systems are able to receive “near match” responses. It would make no sense for Qwest to code into SATE all possible addresses in all 14 of its States in the Qwest region, nor would a CLEC want to test all addresses. This example illustrates that it is not necessary for the CLEC to receive every response it might receive in production in order to know that its interface will work properly in production.

273. As the FCC has held, the testing environment need not be identical to production, as long as the testing and production environments “perform the same key functions.”²¹¹ This SATE clearly does, by enabling CLECs to test in SATE their ability to receive and process every response they might receive in production.

274. The Department of Justice, in its evaluation of SATE, also concluded that SATE meets the Section 271 “mirroring production” test. Specifically, the Department reached the following conclusions:

²¹⁰ WorldCom Comments at 22-23, Lichtenberg Decl. at ¶87.

²¹¹ *Texas 271 Order* at ¶138; see also Department of Justice Evaluation, July 23, 2002, at 29.

but ignores that many orders are properly rejected due to CLEC errors. AT&T Comments at 41. Several CLECs have reject rates in the 7-17% range for orders that were auto-rejected, which demonstrates that Qwest's systems are capable of processing correct orders. 18/ AT&T makes no attempt to quantify the alleged adverse effect of improper rejection notices, and relies instead on an assertion that rejections delay provisioning and increase CLEC costs. AT&T Comments at 41 and Finnegan Decl. at ¶ 134. Bald assertions do not rebut Qwest's prima facie showing of compliance with Section 271. Moreover, Qwest met the 18-second benchmark for issuing auto-rejects in every state in each of the last six months, with average intervals of less than 10 seconds. Williams Reply Decl. ¶ 44. Because Qwest notifies CLECs of errors almost immediately, it is highly unlikely that rejection notices significantly delay provisioning for properly submitted orders.

Commenters also complained about Qwest's flow-through rates under diagnostic metric PO-2A. AT&T Comments at 41; WorldCom Comments at 11. The commenters ignored that, in prior Section 271 orders, the Commission has placed little weight on flow-through, particularly when, as in this case, the BOC "demonstrates that it provides timely order confirmation and reject notices." *Georgia/Louisiana 271 Order* ¶ 143. The commenters also ignored that the Commission has consistently acknowledged that CLECs affect flow-through rates, and has looked at individual CLEC results to determine whether a BOC's systems are capable of flowing through orders. *Id.* at ¶ 145. In the application states, individual CLECs have achieved overall flow-through rates in the range of 70-90%. 19/

18/ See July 17, 2002 Qwest confidential ex parte, which shows results for individual CLECs under metrics PO-4A (GUI interface) and PO-4B (EDI interface) from January through April.

19/ See July 17, 2002, Qwest confidential ex parte showing results for individual CLECs under metrics PO-2A-1 (GUI interface) and PO-2A-2 (EDI interface) from January through



seeks *via* the Commission's 411 *Presubscription NPRM* and WorldCom's request to Qwest. WorldCom is simply attempting an end-run around the Commission's 411 proceeding by raising a "CR issue" in the instant Section 271 proceeding. To the extent the Commission believes it is obligated to address WorldCom's CR request, it should do so in the context of the pending Commission 411 *Presubscription NPRM*, not in connection with Qwest's Application.

D. Checklist Items 9 (Number Administration) and 11 (Local Number Portability)

OneEighty misattributes two isolated incidents involving NPA/NXX assignments as alleged failures on Qwest's part to comply with Checklist Item 11 (local number portability). *See generally* OneEighty Comments. But both of these incidents occur in the State of Montana and thus are not relevant to Qwest's compliance with either Checklist Item 9 or 11 in the instant Application. Moreover, the first issue, as OneEighty concedes, was the result of an error caused by the NANPA, not Qwest. OneEighty Comments at 3; Bumgarner Reply Decl. at 10-12 and Reply Exhibit MSB-1. The second issue involved a translations error that occurred during Qwest's implementation of changes in selected route indexes in its Billings, Montana switches. Bumgarner Reply Decl. at 12. Qwest took action promptly upon receipt of the trouble report and restored the service in approximately one hour. *Id.* These isolated and trivial incidents in Montana have no bearing on Qwest's clear satisfaction of its Section 271 obligations under Checklist Items 9 and 11 in the application states.

E. Checklist Item 13: Reciprocal Compensation

Opposing commenters do not raise any issue to merit a Commission finding that Qwest does not satisfy Checklist Item 13. AT&T's sole claim – that Qwest, in some states, prohibits CLECs from placing interconnection traffic on trunk groups used to carry toll traffic