

IN THE MATTER OF AMERICAN)
TELEPHONE TECHNOLOGY, INC.’S)
PETITION FOR ARBITRATION OF AN)
INTERCONNECTION AGREEMENT) **Docket No. UT-990385**

WITH U S WEST COMMUNICATIONS,)
INC. PURSUANT TO 47 U.S.C § 252.)

U S WEST COMMUNICATION FACTUAL ISSUES LIST

INTRODUCTION

In its petition for arbitration, American Telephone Technology, Inc. (“ATTI”) states that it intends to opt-into almost all of the provisions of the interconnection agreement between AT&T Communications of the Pacific Northwest, Inc. and U S WEST (“AT&T Contract”). ATTI has identified three areas where it declines to “pick and choose” existing AT&T Contract provisions. The exceptions to ATTI’s opt-in of the AT&T Contract are as follows:

ATTI elects to “pick and choose” the arrangement contained in the interconnection agreement between MFS Communications Company, Inc. and U S WEST (“MFS Contract”). U S WEST intends to challenge this opt-in of part of an arrangement from the MFS Contract on legal grounds.

ATTI declines to “pick and choose” provisions from the AT&T contract regarding unbundled network element (“UNE”) combinations. In place of the AT&T Contract language, ATTI proposes its own provision on UNE combinations. U S WEST intends to challenge this provision on legal grounds.

ATTI declines to “pick and choose” provisions from the AT&T contract regarding collocation provisions. In place of the AT&T Contract language, ATTI has submitted its own collocation provisions that are actually based on modified language from U S WEST’s template collocation agreement. U S WEST will submit competing collocation language to that submitted by ATTI by modifying ATTI’s proposed collocation provisions. U S WEST believes that many of the differences between the ATTI and U S WEST collocation proposals are factual issues. U S WEST will file testimony in support of its position on these factual issues.

It should be noted that U S WEST does not challenge ATTI’s right to opt-into the AT&T

agreement and, in fact, proposes the AT&T Contract opt-in as its own interconnection agreement proposal in this arbitration. U S WEST is proposing the AT&T agreement for opt-in purposes not because it agrees with all of the provisions contained in that agreement, but rather as an acknowledgement of ATTI's right to opt into the AT&T agreement and based on a desire to reduce the number of issues subject to arbitration. With regard to collocation, U S WEST proposes that its proposed collocation contract language be adopted as an amendment to the underlying agreement coincident with the Commission's approval of ATTI's opt into the AT&T Contract.

FACTUAL ISSUES LIST

As previously noted, U S WEST has submitted collocation contract language that it proposes be adopted as an amendment to the opted-into AT&T agreement. U S WEST's proposed collocation contract language is a modified version of ATTI's collocation contract language that it submitted in its arbitration petition which, in turn, was based on a U S WEST template collocation agreement. The following matrix provides information, by provision number from the attached collocation agreement U S WEST has proposed, regarding U S WEST's assessment of the factual issues associated with each revision made by U S WEST to ATTI's proposed language.

Factual Issues	Provision Number(s)
1. Which company will specify cross-connect devices and circuit location in U S WEST's network?	2.1.1, 2.1.2, 2.1.3
2. Will U S WEST be allowed to direct the routing of cables to access UNEs in its network?	2.1.2
	3.20 – ATTI, 3.21 USW

Factual Issues	Provision Number(s)
3. For cageless physical collocation, will ATTI be allowed to co-mingle its equipment in the same bay where U S WEST equipment is located?	2.1.3
4. Is there a requirement for co-providers seeking UNE combinations to collocate in order to combine the UNEs?	2.1.5
5. Should the requirement for adjacent collocation extend to “Nearby Locations” where U S WEST does not own the property?	2.1.7
6. What should be the audit capabilities for ILECs to determine if co-provided collocation equipment is “used or useful” for either interconnection or access to UNEs?	3.2 – ATTI
7. Should U S WEST’s technical publication on collocation, #77386, be included in a list of technical publications relevant to the technical specifications for collocation?	3.3, 3.4 – USW
8. Should there be a specific time period (and if so, how long?) in which co-providers must choose an alternative collocation option if physical collocation is not available?	3.4 – ATTI
9. Should Commission review be a part of the contractual requirements for the following contract provisions;	3.6 – USW
a. demonstrating that the a request for an alternative form of collocation is not technically feasible	3.5 – ATTI
b. denying access to USW facilities due to repeated violations of security requirements.	3.7 – USW
c. review of USWC direct training charges in association with employee training for virtual collocation equipment.	3.5 – ATTI, 3.7 USW
	3.15 – ATTI, 3.17 USW
	4.6

Factual Issues	Provision Number(s)
9. Should Commission review be a part of the contractual requirements for the following contract provisions (cont.);	5.11, 5.12, 6.3
d. review reasonable expenses of USW charged to ATTI to meet technical standard safety requirements and other technical standards of agreement	6.2
e. review price quotes to provide ATTI with adjacent space for cageless collocation	7.1
f. review expenses of USW charged to ATTI for costs incurred in providing agreed-upon collocation services for which no rate has been developed	
10. Should U S WEST be required to demonstrate that it cannot reasonably process multiple collocation requests without a prioritization procedure or should this determination be based on a set number of requests (i.e., 5)	3.6 – ATTI
	3.8 – USW
11. Should there be a separate (expedited) dispute resolution clause for collocation in addition to standard dispute resolution clause already contained in the contract?	3.6.3, 3.10, 3.19 – ATTI
	3.8.3, 3.12, 3.20 – USW
	Sections 17 and 22
12. Should the standard interval for developing quotes for collocation be 25 days?	21.4
	3.7 – ATTI
	3.9 – USW
13. In the event that the parties disagree on a price quote, should U S WEST be required to proceed to process the interconnection while the disputed charges are referred for dispute resolution under the agreement, with a true-up if necessary?	6.2, 7.1, 13.1, 14.1,15.1
	3.7 – ATTI
	3.9 – USW

Factual Issues	Provision Number(s)
14. Should cost recovery of joint testing of collocation components be ratably split between the parties or subject to rates contained in the contract or approved by the Commission?	5.10
15. Should collocation rates be subject to a true-up when permanent rates are established by the Commission?	7.1, 7.2
16. Should the QPF be credited against the nonrecurring charges of the collocation job if this results in not recovering QPF costs?	7.3
17. Should final payment for installation of collocation equipment be based on completion of the job or on ATTI's reasonable satisfaction with the job, resulting in their acceptance of the space?	13.2, 14.1, 15.1
18. Should U S WEST be required to identify other wire centers where shorter intervals are available for collocation space when caged physical space is denied to ATTI in a wire center?	14.1
19. What should be the requirements for notice to ATTI by U S WEST regarding special circumstances that may delay collocation implementation?	14.2
20. What should be the requirements for providing access to cross-connect devices in conjunction with ICDF collocation?	16.1, 16.2
21. Should U S WEST be required to provide "bundling" or UNE combination services to ATTI in conjunction with ICDF collocation?	21.4