

**BEFORE THE WASHINGTON UTILITIES
AND TRANSPORTATION COMMISSION**

In the Matter of the Investigation Into)
U S WEST Communications, Inc.'s)
Compliance With Section 271 of the)
Telecommunications Act of 1996)
_____)

) Docket No. UT-003022

In the Matter of U S WEST Communications,)
Inc.'s Statement of Generally Available)
Terms Pursuant to Section 252(f) of the)
Telecommunications Act of 1996)
_____)

) Docket No. UT-003040

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**AFFIDAVIT OF KENNETH L. WILSON REGARDING
INTERCONNECTION, COLLOCATION AND RESALE**

TABLE OF CONTENTS

INTRODUCTION & QUALIFICATIONS..... 1
PURPOSE OF AFFIDAVIT..... 2
SUMMARY OF ANALYSIS..... 3
ANALYSIS..... 5
I. INTERCONNECTION..... 6
 A. Definition of Interconnection and Legal Obligations to Interconnect...... 6
 B. Summary of Qwest’s Purported Evidence of Compliance...... 6
 C. Analysis of Qwest’s SGAT..... 7
 1. SGAT Analysis – Definitions..... 7
 2. SGAT Analysis – Interconnection Provisions..... 13
 D. Analysis of Qwest’s Alleged Compliance with § 271 Checklist Item 1 in Light of AT&T’s Experiences...... 47
 1. Qwest Fails to Provide Interconnection At Technically Feasible Points within Its Network...... 48
 2. Qwest Provides Poor Interconnection Trunk Ordering and Provisioning Service...... 50
 3. Qwest Suffers Excessive Call Blocking...... 54
II. COLLOCATION..... 57
 A. Definition of Collocation and Legal Obligations to Collocate...... 57
 B. Summary of Qwest’s Purported Evidence of Compliance...... 58
 C. Analysis of Qwest’s SGAT..... 58
 1. SGAT Analysis – Definitions..... 58
 2. SGAT Analysis – Collocation Provisions..... 60
 D. Analysis of Qwest’s Alleged Compliance with § 271 Checklist in Light of AT&T’s Experience...... 84
III. RESALE..... 85
 A. Definition of Resale and Legal Obligations..... 85
 B. Summary of Qwest’s Purported Evidence...... 86
 C. Analysis of Qwest’s SGAT..... 86
 1. SGAT Analysis – Resale Provisions..... 86
CONCLUSION..... 101

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1 AT&T Communications of the Pacific Northwest, Inc. and AT&T Local Services
2 on behalf of TCG Seattle and TCG Oregon (collectively "AT&T") hereby submit this
3 Supporting Affidavit of Kenneth L. Wilson for the Second Set of Workshops in
4 Washington. This affidavit describes AT&T's position on Interconnection, Collocation,
5 and Resale. For clarity, I will refer to the SGAT provisions set out in the Qwest
6 Washington SGAT dated March 22, 2000.

7 **INTRODUCTION & QUALIFICATIONS**
8

9 1. My name is Kenneth L. Wilson, and I am a senior Consultant and
10 Technical Witness with Boulder Telecommunications Consultants, LLC. My business
11 address is 970 11th Street, Boulder, Colorado, 80302. I am submitting this affidavit on
12 behalf of AT&T.

13 2. My education and relevant work experience are as follows. I received a
14 Bachelors of Science in Electrical Engineering from the University of Illinois in 1972,
15 and I received a Masters of Science in Electrical Engineering in 1974. In addition, I have
16 completed all the course work required to obtain my Ph.D. in Electrical Engineering from
17 the University of Illinois. The course work was completed in 1976.

18 3. For 15 years before coming to Denver, I worked at Bell Labs in New
19 Jersey in a variety of positions. From 1980 through 1982, I worked as a member of the
20 network architecture and network planning team at Bell Labs for AT&T's long distance
21 service. From 1983 through 1985, I was a member of the first AT&T Bell Labs cellular
22 terminal design team. From 1986 through 1992, I led a Bell Labs group responsible for
23 network performance planning and assurance for AT&T Business Markets. From 1992

1 through 1993, I was a team lead on a project to reduce AT&T's capital budget for
2 network infrastructure.

3 4. From January 1994 through May 1995 I led a team at Bell Labs
4 investigating the various network infrastructure alternatives for entering the local
5 telecommunications market. From 1995 through the spring of 1998, I was the Business
6 Management Director for AT&T in Denver, managing one of the groups responsible for
7 getting AT&T into the local market in Qwest's 14-state territory. In addition, I was also
8 the senior technical manager in Denver working on local network and interconnection
9 planning, OSS interface architectures and the technical aspects of product delivery.

10 5. As noted above, I am currently a consultant and technical witness with
11 Boulder Telecommunications Consultants, LLC. In this capacity, I have worked with
12 several companies, including AT&T, on interconnection, collocation and resale issues,
13 among other things.

14
15 **PURPOSE OF AFFIDAVIT**
16

17 6. Because of my experience and background in bringing AT&T into the
18 local market in the state of Washington, as well as elsewhere, AT&T has asked me to
19 review the Statement of Generally Available Terms ("SGAT") and the testimony of
20 Qwest witnesses filed in support of its § 271 Application. In addition to reviewing the
21 Qwest witnesses' testimony, I have—or my associates have—gathered information
22 necessary to determine what AT&T's experience is, and has been, in employing the
23 various methods of interconnection, collocation and resale at issue here.

1 investigation involves actual commercial usage and the experience of the competitors
2 attempting such usage. While Qwest may claim that it complies with the law, the
3 “proof,” so to speak, is in the details of how it is actually implementing the alleged
4 compliance.²

5 10. To summarize the conclusions of my analysis, I believe Qwest has not
6 demonstrated that it is legally bound to provide and practically capable of providing
7 competitive local exchange carriers (“CLECs”) with nondiscriminatory interconnection
8 and collocation in Washington. With respect to interconnection, Qwest is not providing
9 interconnection at any technically feasible point that is at least equal in quality to that it
10 provides itself or its affiliates on terms and conditions that are just, reasonable and
11 nondiscriminatory. Concerning collocation, AT&T’s experience shows that Qwest is not
12 in compliance with its obligations to provide a process and procedure that is just,
13 reasonable and nondiscriminatory.

14 11. As a result of my analysis, I have three primary areas of concern. First,
15 Qwest is not allowing technically feasible interconnection at all of its premises, in
16 particular tandem switches. This alone is causing AT&T, and probably other CLECs, to
17 delay market entry because of the additional expense associated with Qwest’s refusal to
18 interconnect at all tandems. Second, Qwest has failed to maintain sufficient capacity in
19 many parts of its network such that it can timely and reliably meet CLEC demand for

data evaluation in abeyance until the audit and testing are complete.

² Part of the investigation into Qwest’s implementation should include the time necessary to conduct a detailed review of the Qwest operational manuals that purport to instruct Qwest personnel on the proper implementation of interconnection, collocation and resale. During my review of Qwest’s operational

1 interconnection trunks. Again, the insufficient capacity is causing delay, if not outright
2 denial, of some market entry. Third, Qwest has effectively prevented or attempted to
3 prevent some CLECs from collocating Remote Switching Modules or Units, which are
4 the most efficient means of provisioning interconnection and collocation in certain areas.
5 These issues manifest themselves in both the SGAT provisions and in Qwest's actual
6 implementation of its obligations under the Act and state law.

7 12. Regarding resale, Qwest's SGAT provisions have the effect of
8 impermissibly restricting the services available for resale. Furthermore, Qwest would
9 utterly ignore state service quality standards in favor of a "parity" measure that will not
10 ensure that resellers can provide service in compliance with state laws.

11 ANALYSIS

12
13 13. As noted in the general Comment accompany this affidavit, the
14 Washington Commission's investigation is twofold: (1) to review the SGAT for approval
15 and compliance with § 271 and (2) to examine Qwest's claims of compliance with § 271
16 checklist items 1 (interconnection and collocation) and 14 (resale). My analysis begins
17 with a summary of the relevant legal obligations, an examination of the related SGAT
18 provisions and then an investigation of Qwest's alleged checklist compliance in light of
19 AT&T's experience derived from its commercial usage.

manual regarding 911/E911 for the previous workshop, I discovered several inconsistencies between the operations manual and the SGAT.

1 **I. INTERCONNECTION**

2
3 **A. Definition of Interconnection and Legal Obligations to Interconnect.**

4
5 14. Interconnection is the physical linking of two networks for the mutual
6 exchange of traffic.³ Under the law, Qwest must provide interconnection at any
7 technically feasible point within its network that is at least equal in quality to that
8 provided by Qwest to itself or others on rates, terms and conditions that are just,
9 reasonable and nondiscriminatory.⁴

10 15. Importantly, Qwest must provide interconnection in a manner no less
11 efficient than the way in which it provides comparable function to its own retail
12 operations.⁵

13 16. Finally, the FCC has declared that CLECs may “choose any method of
14 technically feasible interconnection at a particular point on the incumbent LEC’s
15 network. Technically feasible methods also include, but are not limited to, physical and
16 virtual collocation and meet point arrangements.” FCC BANY Order at ¶ 66 (emphasis
17 added).

18 **B. Summary of Qwest’s Purported Evidence of Compliance.**

19
20 17. Qwest’s SGAT and witnesses generally describe five methods of
21 interconnection: physical collocation, virtual collocation, mid-span meet arrangements,
22 entrance facilities and hub-location arrangements newly dubbed “interLocal Calling Area

³ 47 CFR § 51.5 (definition of interconnection).

⁴ See AT&T Initial Comments at page 3 for the relevant citations.

⁵ In the Matter of Application by Bell Atlantic New York for Authorization Under Section 271 of the Communications Act to Provide In-Region IntraLATA Service in the State of New York, Memorandum

1 facilities (“interLCA”).⁶ They further identify the various flavors of collocation for
2 interconnection.⁷

3 18. Beyond the interconnection options described in the SGAT, Qwest claims
4 that a competitor may employ the bona fide request (“BFR”) process to acquire other
5 types of interconnection. Qwest states that it satisfies any other interconnection through
6 BFR.⁸

7 19. In addition to the SGAT offerings, Qwest cites to the number of
8 “interconnection” trunks⁹ and collocated equipment in Washington to demonstrate
9 alleged compliance and commercial usage.¹⁰ It further offers its un-audited PID
10 measurements to report its performance.¹¹

11 **C. Analysis of Qwest’s SGAT.**

12 **1. SGAT Analysis – Definitions**

13 20. The Definitions Section of the SGAT, Section 4.0, contains terms
14
15 employed in the interconnection section of the SGAT. Therefore, my analysis starts with
16 the definitions that do not comply with the law.
17

Opinion and Order, CC Docket No. 99-295, FCC 99-404 (Released December 22, 1999) ¶ 65 (“FCC BANY Order”).

⁶ Thomas R. Freeberg 8/7/00 Direct Testimony at 3; SGAT Section 7.1.2.

⁷ *Id.* at 3.

⁸ *Id.* at 9 and 16.

⁹ *Id.* at 7-8; Qwest counts toll trunks as part of its local compliance obligations; the FCC, however, has expressly stated that Inter-exchange Service does not constitute telephone exchange service or exchange access for purposes of § 251(c)(2). In the Matter of Implementation of the Local Competitor Provisions in the Telecommunications Act of 1996, First Report and Order, CC Docket No. 96-98, FCC 96-325 (Released Aug. 8, 1996) at ¶ 186 (“First Report and Order”).

¹⁰ Thomas R. Freeberg 8/7/00 Direct Testimony at 7-8.

¹¹ See footnote 1, above and the Exhibit referenced therein for the ROC inquiry into the un-audited data.

1 21. Tandem Office Switch. Qwest's definition states:

2 4.11.2 "Tandem Office Switches" which are used to connect and switch
3 trunk circuits between and among other End Office Switches. Access
4 tandems provide connections for exchange access and toll traffic, and
5 Jointly Provided Switched Access traffic while local tandems provide
6 connections for Exchange Service (EAS/Local) traffic.

7 SGAT at 6 (emphasis added).

8 22. This definition requires that the CLEC switch actually serve the *same*
9 geographic area as the Qwest tandem switch under consideration. The term "same"
10 should be replaced with the language that is consistent with the FCC rule that requires
11 only that the CLEC switch serve a geographic area¹² *comparable to the area served by*
12 *the incumbent's tandem office switch.* This definition is also deficient in that the
13 definition of "access tandem" is written so as to prohibit interconnection with such switch
14 for the exchange of local traffic. CLECs must be permitted to interconnect with Qwest
15 access tandems for the exchange of local traffic.

16 23. Qwest's network architecture is based upon the old Bell local exchange
17 structure, which employs numerous local switches (end or central offices) that are
18 connected by a set of tandem switches. The network design was deployed at a time when
19 there were limited transport options on the end-user side of the switch resulting in
20 numerous central office switches being deployed in the serving area. **KLW-16**
21 represents the Qwest network architecture.

22 24. In contrast to the Qwest network, AT&T and other CLECs employ far
23 fewer switches and more fiber optic rings. AT&T, for example, has deployed its local

¹² 47 CFR § 51.711(a)(3).

1 switches according to the costs of today's technology. Currently, AT&T has several
2 options for economically connecting end-users to its switches. These options include:
3 (1) high-capacity fiber-optic rings; (2) hybrid fiber-coax plant from cable television
4 facilities; (3) UNE loops; and (4) dedicated high-capacity facilities. **KLW-17** gives a
5 representation of the CLEC network.

6 25. By demanding that CLECs replicate Qwest's tandem architecture, with its
7 hundreds of end office switches, or pay a premium for interconnecting each AT&T
8 switch to a Qwest tandem, which are generally deep inside the network, Qwest is creating
9 a barrier to competition that burdens the use and deployment of more modern and
10 efficient networks in favor of its antiquated systems. Efficient and economic use of
11 particular networks cannot be judged by one network alone; rather, one must consider
12 what is most efficient and economical for both networks and allow interconnection that
13 supports both. In short interconnection between disparate networks should, from a
14 technically efficient and fairness standpoint, be accomplished at the "top" of each
15 carriers' network. **KLW-18** represents Qwest-desired interconnection between the two
16 networks. In contrast, the top of the AT&T network is the AT&T local switch. The top
17 of the Qwest network is the Qwest tandem switch. **KLW-19** represents equivalent
18 interconnection at the top of the respective networks.

19 26. Interconnection & Resale Resource Guide. Qwest defines and relies upon
20 the Interconnection and Resale Resource Guide ("IRRG") as demonstrative, in part, of
21 the process by which it accomplishes compliance with the checklist items. The definition
22 states:

1 4.25 "Interconnect & Resale Resource Guide" is a Qwest document that
2 provides information needed to request services available under this Agreement.
3 It is available on Qwest's Web site:

4 <http://www.uswest.com/carrier/guides/interconnect/index.html>.

5
6
7 SGAT at 7.

8 27. The IRRG is a document under the sole control of Qwest that may be
9 changed by Qwest at will, and without notice. Furthermore, Qwest's personnel rely on
10 the IRRG when serving CLECs. This web document describes, among other things, the
11 processes and procedures for interconnection, collocation and resale. In addition, recent
12 attempts to employ the web site noted in the SGAT yield a message that states: "the page
13 you are trying to reach has either moved or doesn't exist."

14 28. By using this web site reference as a portion of the evidence for meeting
15 the requirements of § 271 compliance, Qwest is asking the State Commissions to rely on
16 a document that is not presented for review, is not approved by any body, is not subject to
17 negotiation or arbitration and is not submitted in any form other than one changeable at
18 will by Qwest. As such, the IRRG cannot be controlling over provisions of the SGAT.
19 In addition, until the IRRG has gone through some process of review and approval,
20 CLECs should not be held to its requirements and must remain free to change the IRRG
21 requirements where necessary.

22 29. AT&T suggests that the Commission require Qwest to establish which
23 current version of the IRRG is to be considered in this proceeding, and then create some
24 review and notice mechanism for its subsequent change.

25 30. Local Interconnection Service (LIS) Trunking.

1 Qwest defines LIS Trunks as:

2 4.32 "Local Interconnection Service (LIS)" is a terminating, trunk-side
3 service provided between the POI of CLEC's network and Qwest's
4 network for the purpose of completing calls from CLEC's end user
5 customers to Qwest's end user customers. Exchange Service
6 (EAS/Local) calls begin and end within a Local Calling Area or Extended
7 Area Service (EAS) area which has been defined by the Commission.
8 *Trunking connections for these local calls may exist between CLEC and*
9 *Qwest's End Offices or Local Tandem.* Exchange Access (IntraLATA and
10 Toll) or Jointly Provided Switched Access calls are completed with
11 trunking connections to the access tandem.
12

13 SGAT at 7 (emphasis added).

14 31. Qwest has described LIS as a finished service. As will be discussed later,
15 Qwest has extensive documentation on LIS as a finished service and some of this
16 documentation contains Qwest policies that do not comply with § 271. As a finished
17 service, Qwest controls the features and functionalities of that service. The SGAT
18 provides only very high level statements regarding LIS trunks. The details are left to
19 other documents. Interconnection trunks are simple inter-machine trunks, no different
20 from the trunks that Qwest provides between its own switches. Qwest has provided
21 trunks between its switches and the switches of other local carriers, such as GTE and
22 Sprint/United for decades. These trunks were not designated as finished services. These
23 were simply installed as inter-machine trunks.

24 32. Furthermore, in Qwest's definition of LIS, it limits interconnection to
25 Qwest end offices and local tandems. Qwest has excluded interconnection at access
26 tandems.¹³ Access tandems are particularly useful for interconnection in cases where

¹³ Most regional bell operating companies ("RBOCs") do not divide their tandems into access and local tandems. Technically such a division is absolutely unnecessary.

1 high blocking is a problem and in locations where Qwest employs only access tandems
2 and not local tandems. Moreover, if CLECs are not permitted to interconnect with Qwest
3 access tandems, they will have to direct trunk to many end offices because Qwest local
4 tandems are not connected to every Qwest end office. **See K LW-20 and K LW-21.**

5 33. Interconnection is technically feasible at access tandems. The FCC
6 requires that incumbents allow interconnection at “any technically feasible point within
7 the incumbent LEC’s network” 47 CFR §51.305(a)(2). Therefore, Qwest should
8 modify its definition to include interconnection at the access tandems as well as the end
9 offices and local tandems.

10 34. Turning to 4.63, Qwest defines wire center as follows:

11 4.62 "Wire Center" denotes a building or space within a building that
12 serves as an aggregation point on a given carrier's network, where
13 transmission facilities are connected or switched. Wire Center can also
14 denote a building where one or more Central Offices, used for the
15 provision of Basic Exchange Telecommunications Services and Access
16 Services, are located. However, for purposes of Collocation service, Wire
17 Center shall mean those points eligible for such connections as specified
18 in the FCC Docket No. 91-141, and rules adopted pursuant thereto.

19
20 SGAT at 10.

21 35. The last sentence of this definition should be deleted. By referencing FCC
22 Docket No. 91-141, Qwest seeks to limit collocation to the areas called for in that
23 particular docket. This is inappropriate; collocation must be permitted at the incumbent’s
24 “premises.” 47 U.S.C. §251(c)(6); 47 CFR §51.321(b)(1). The FCC explained what
25 “premises” are in its First Report and Order in ¶ 573 and yet again in the most recent

1 order on collocation, the Order on Reconsideration at ¶¶ 44 & 47.¹⁴ In other states,
2 Qwest has agreed to simply delete the last sentence.

3 **2. SGAT Analysis – Interconnection Provisions**

4
5 36. The interconnection provisions in Qwest’s SGAT are contained within
6 Section 7.0.

7 37. Beginning in Section 7.1.1, and quite like portions of the definitions
8 section, this section describes interconnection options that are more limited than the FCC
9 mandates.

10 38. Section 7.1.1 states:

11 7.1.1 This Section describes the Interconnection of Qwest's network
12 and CLEC's own network for the purpose of exchanging Exchange
13 Service (EAS/Local traffic), Exchange Access (IntraLATA Toll) and Jointly
14 Provided Switched Access (InterLATA and IntraLATA) traffic. Qwest will
15 provide Interconnection at the trunk side of an end office switch and on
16 the trunk connection points of a local or access tandem switch. Qwest
17 will also provide interconnection (see Section 9 of this Agreement) at the
18 line-side of a local switch (*i.e.*, local switching), central office cross-
19 connection points, signal transfer points and points of access to
20 unbundled network elements (see Section 9 of this Agreement).
21 "Interconnection" is as described in the Act and refers to the connection
22 between networks for the purpose of transmission and routing of
23 telephone exchange service traffic and exchange access traffic.
24 Interconnection is provided for the purpose of connecting end office
25 switches to end office switches or end office switches to local tandem
26 switches for the exchange of Exchange Service (EAS/Local traffic); or
27 end office switches to access tandem switches for the exchange of
28 Exchange Access (IntraLATA Toll) or Jointly Provided Switched Access
29 traffic. Local tandem to local tandem switch connections will be provided
30 where technically feasible. Local tandem to access tandem and access
31 tandem to access tandem switch connections are not provided.
32

¹⁴ In the Matter of Deployment of Wireline Services Offering Advanced Telecommunications Capability and Implementation of the Local Competition Provisions of the Telecommunications Act of 1996, Order on Reconsideration and Second Further Notice of Proposed Rulemaking in CC Docket No. 9-147 & Fifth Further Notice of Proposed Rulemaking in CC Docket No. 96-98, CC Docket Nos. 98-147 & 96-98, FCC 00297 (Released Aug. 10, 2000) at ¶¶ 44 & 47 (“Order on Reconsideration”)

1 SGAT at 33.

2 39. Again, Qwest through its description of interconnection by traffic-type at
3 end offices and local tandems has illegally limited the interconnection options of any
4 competitor that obtains service under this SGAT. Section 7.1.1. allows interconnection at
5 access tandems only for the exchange of intraLATA toll or switched access traffic. This
6 is extremely inefficient for CLECs. CLECs must be allowed to interconnect with Qwest
7 access tandems for the exchange of local traffic. Qwest has provided such
8 interconnection in Attachment 4, Section 10.4 of the Interconnection Agreement between
9 AT&T and Qwest in Washington as well as such agreements in other Qwest states.
10 Furthermore, AT&T has interconnected with Qwest at its access tandems all over the 14-
11 state territory. Clearly, such interconnection is technically feasible.

12 40. As previously stated, the FCC requires that Qwest allow for the mutual
13 exchange of local and access traffic at any technically feasible point within Qwest's
14 network.¹⁵ There is no artificial division of interconnection options by traffic type and
15 tandem designation. Furthermore, many states allow the commingling of toll and local
16 traffic and use of a percent local usage ("PLU") factor to accommodate appropriate
17 billing.

18 41. Qwest should modify Section 7.1.1 to more closely track its legal
19 obligation. That is, the section should read as follows:

20 7.1.1 This Section describes the Interconnection of Qwest's network
21 and CLEC's own network for the purpose of exchanging Exchange
22 Service (EAS/Local traffic), Exchange Access (IntraLATA Toll) and Jointly
23 Provided Switched Access (InterLATA and IntraLATA) traffic. Qwest will

¹⁵ 47 CFR § 51.305(a)(2).

1 provide Interconnection at any technically feasible point within its network,
2 including but not limited to, (i) the line side of a local switch; (ii) ~~at the~~
3 ~~trunk side of a local or access for a tandem switch, (iii) and on the trunk connection~~
4 ~~points of a local or access for a tandem switch, (iv) central office cross-~~
5 ~~connect points, (v) out-of-band signaling transfer points necessary to~~
6 ~~exchange traffic at these points and access call-related databases, and~~
7 ~~(vi) the points of access to unbundled network elements. Qwest will also~~
8 ~~provide interconnection (see Section 9 of this Agreement) at the line side~~
9 ~~of a local switch (i.e., local switching), central office cross-connection~~
10 ~~points, signal transfer points and points of access to unbundled network~~
11 ~~elements (see Section 9 of this Agreement). "Interconnection" is as~~
12 ~~described in the Act and refers to the connection between networks for~~
13 ~~the purpose of transmission and routing of telephone exchange service~~
14 ~~traffic and exchange access traffic. Interconnection is provided for the~~
15 ~~purpose of connecting end office switches to end office switches or end~~
16 ~~office switches to local tandem switches for the exchange of Exchange~~
17 ~~Service (EAS/Local traffic); or end office switches to access tandem~~
18 ~~switches for the exchange of Exchange Access (IntraLATA Toll) or Jointly~~
19 ~~Provided Switched Access traffic. Local tandem to local tandem switch~~
20 ~~connections will be provided where technically feasible. Local tandem to~~
21 ~~access tandem and access tandem to access tandem switch connections~~
22 ~~are not provided.~~

23
24 42. Turning to Section 7.1.1.1, Qwest's current provision reads as follows:

25 7.1.1.1 Qwest will provide to CLEC interconnection at least equal in
26 quality to that provided to itself, to any subsidiary, affiliate, or any
27 other party to which it provides interconnection.
28

29 SGAT at 33.

30 43. While this correctly recites a portion of its legal obligation, it only recites
31 a *portion* of the obligation leaving one to guess as to Qwest's intentions with respect to
32 the remainder of its obligation. Therefore, Qwest should modify this section to either
33 include that it also will provide interconnection under rates, terms and conditions that are
34 just, reasonable and nondiscriminatory or it should put such a statement in a new Section

1 7.1.2.¹⁶ Furthermore, this Section completely ignores state service quality standards. It
2 should, therefore, be altered as follows:

3 7.1.1.1 Qwest will provide to CLEC interconnection at least equal in
4 quality to that provided to itself, to any subsidiary, affiliate, or any
5 other party to which it provides interconnection. Notwithstanding
6 specific language in other sections of this SGAT, all provisions of this
7 SGAT regarding interconnection are subject to this requirement. In
8 addition, Qwest shall comply with all state wholesale and retail
9 service quality requirements.

10
11 7.1.1.1.2 In the event that Qwest fails to meet the
12 requirements of Section 7.1.1.1, Qwest shall release,
13 indemnify, defend and hold harmless CLEC and each of its
14 officers, directors, employees and agents (each an
15 "Indemnitee") from and against and in respect of any loss,
16 debt, liability, damage, obligation, claim, demand,
17 judgment or settlement of any nature or kind, known or
18 unknown, liquidated or unliquidated including, but not
19 limited to, costs and attorneys' fees.¹⁷

20
21
22 Qwest shall indemnify and hold harmless CLEC against
23 any and all claims, losses, damages or other liability that
24 arises from Qwest's failure to comply with state retail or
25 wholesale service quality standards in the provision of
26 interconnection services.

27
28 44. Section 7.1.2 describes methods of interconnection. It states:

29 The parties will negotiate the facilities arrangement used to interconnect
30 their respective networks. CLEC shall establish a Point of Interconnection
31 in each Qwest local calling area where it does business. The Parties shall
32 establish, through negotiations, one of the following interconnection
33 agreements within each local calling area: (1) a DS1 or DS3 entrance
34 facility; (2) Collocation; (3) negotiated Mid-Span Meet POI facilities; or (4)
35 Inter Local Calling Area (LCA) Facility in accordance with Section 7.1.2.4.

36 SGAT at 33.

¹⁶ 47 U.S.C. § 251(c)(2)(D); 47 CFR § 51.305(a)(5).

¹⁷ AT&T reserves the right to address its concerns regarding Section 5.9 (Indemnity) of the SGAT in the appropriate workshop on General Terms and Conditions of the SGAT.

1 45. This Section contains several requirements that defy Qwest's legal
2 obligations. Two are of particular importance. First, Qwest is still requiring a point of
3 interconnection ("POI") within each local calling area. Section 251(c)(2) clearly
4 mandates that CLECs must be allowed to interconnect at any technically feasible point.
5 This means that CLECs may choose to interconnect at a single POI per LATA; they are
6 not required to deploy multiple POIs per local calling area because Qwest demands it.

7 46. Qwest's requirement that AT&T and other CLECs employ one POI per
8 local calling area has created an enormous, expensive barrier to competition. For
9 example, in certain areas Qwest requires AT&T, in order to serve a single customer in
10 these areas, to install trunks to every Qwest end office in the entire local calling area
11 before it will exchange traffic. Rather than allowing AT&T to trunk to a single office
12 and exchange traffic there, Qwest demands far more trunking than is efficient or
13 necessary. Based upon the Act, AT&T (and other CLECs) may establish a single point
14 of interconnection per LATA. While Courts have ordered Qwest to allow the POI per
15 LATA, AT&T intends to pursue this right in Washington, and it expects continued
16 difficulty with Qwest on this issue.

17 47. Therefore, the modified SGAT language and Qwest's implementation
18 should be clearly set-out in its Statement.

19 48. The second glaring problem with Section 7.1.2 is that the language is far
20 too restrictive because it purports to identify the only interconnection methods open to
21 negotiation. It states, "[t]he Parties shall establish, through negotiations, one of the
22 following interconnection agreements within each local calling area: (1) a DS1 or DS3

1 entrance facility; (2) Collocation; (3) negotiated Mid-Span Meet POI facilities; or (4)
2 Inter Local Calling Area (LCA) Facility in accordance with Section 7.1.2.4.”
3 SGAT at 34.

4 49. Again, Qwest has artificially limited its obligation to provide
5 interconnection at any technically feasible point at the choice of the requesting carrier.
6 Therefore, AT&T recommends modifying Section 7.1.2 to read as follows:

7 The parties will negotiate the facilities arrangement used to interconnect
8 their respective networks. CLEC shall establish a Point of
9 Interconnection in each Qwest ~~local calling area where it does~~
10 ~~business~~LATA. Within each LATA, Qwest shall provide for
11 interconnection at any technically feasible point within its network at the
12 request of the CLEC. ~~The Parties shall establish, through negotiations,~~
13 ~~one of the following interconnection agreements within each local calling~~
14 ~~area~~ Technically feasible methods of interconnection include, but are not
15 limited to: (1) ~~a DS1 or DS3 entrance facility~~ dedicated transport service
16 purchased from Qwest; (2) Collocation; (3) ~~negotiated~~ Mid-Span Meet
17 POI facilities; ~~or and (4) Inter Local Calling Area (LCA) Facility in~~
18 accordance with ~~Section 7.1.2.4~~Hub locations.
19

20 50. Rather than having Qwest limit the interconnection circuits to DS-1 and
21 DS-3s, Qwest’s legal obligation is to interconnect in a fashion that the CLEC requests.
22 Qwest has replaced “Hub locations” with InterLCA. While there is no difference in
23 facilities between the two, InterLCA is a finished product that requires the CLEC to
24 purchase private line facilities when the hub is outside of the local calling area. The
25 reason a CLEC needs a hub location is to acquire interconnection outside of a local
26 calling area, so in most circumstances the CLEC will be paying private line rates for
27 facilities. It should also be noted that the reason a CLEC is forced into the expense of a
28 hub configuration is the refusal of Qwest to allow interconnection at the “access” tandem.

1 51. Section 7.1.2.1 introduces Qwest's plan to employ "Entrance Facilities" as
2 interconnection points.¹⁸ This Section states:

3 7.1.2.1 Entrance Facility. Interconnection may be accomplished through
4 the provision of a DS1 or DS3 entrance facility. An entrance facility
5 extends from the Qwest Serving Wire Center to CLEC's switch location or
6 POI. Entrance facilities may not extend beyond the area served by the
7 Qwest Serving Wire Center. The rates for entrance facilities are provided
8 in Exhibit A. Qwest's Private Line Transport service is available as an
9 alternative to entrance facilities, when CLEC uses such Private Line
10 Transport service for multiple services. Entrance Facilities may not be
11 used for interconnection with unbundled network elements.

12 SGAT at 33.

13 52. Typically, Entrance Facilities are employed in the long distance access
14 world, and given the FCC's mandate that interconnection not displace access,¹⁹ Qwest's
15 interconnection through "Entrance Facilities" as such may be inappropriate. "Entrance
16 Facilities" is a concept that should remain in the access world. The FCC determined that
17 interconnection must be priced under cost-based pricing methodologies. Thus the
18 appropriate element for acquiring interconnection trunks is Dedicated Transport not
19 Entrance Facilities. Although Qwest may propose what seem to be cost based rates for
20 interconnection Entrance Facilities, if the CLEC switch is not within the Qwest serving
21 wire center boundary, Qwest requires both an Entrance Facility and Direct Trunked
22 Transport to get to the Qwest switch. Adding these two components together is a much
23 higher price than purchasing Dedicated Transport for the distance from the CLEC switch
24 to the desired Qwest switch.

¹⁸ As noted earlier, Qwest is also inappropriately counting entrance facilities as interconnection trunks so that the commercial usage appears higher.

¹⁹ FCC First Rpt. and Order at ¶ 191.

1 53. Furthermore, Qwest's definition of Entrance Facilities is far too restrictive
2 again allowing Qwest to dictate interconnection methods that unnecessarily increase costs
3 to CLECs and limit their options. As defined, the CLEC may only use Entrance
4 Facilities for interconnection when the CLEC switch is physically located within the
5 boundaries of the Qwest serving wire center. If the CLEC needs interconnection trunking
6 to a Qwest wire center further away, the CLEC must also purchase one of Qwest's
7 versions of unbundled transport. Instead, the CLEC should be using dedicated transport
8 between the CLEC switch and the Qwest switch whenever the Qwest switch is in the
9 same LATA. To add insult to injury, Qwest does not allow access to unbundled elements
10 over Entrance Facilities.

11 54. For these reasons, Qwest's Entrance Facilities option should be altered as
12 follows:

13 7.1.2.1 ~~Entrance Facility~~ Leased Facilities. Interconnection may be
14 accomplished through the provision of a ~~DS1 or DS3 entrance~~
15 ~~facility~~ dedicated transport facilities. ~~An entrance facility extends from the~~
16 ~~Qwest Serving Wire Center to CLEC's switch location or POI. Entrance~~
17 ~~facilities may not extend beyond the area served by the Qwest Serving~~
18 ~~Wire Center. The rates for entrance facilities are provided in Exhibit A.~~
19 ~~Qwest's Private Line Transport service is available as an alternative to~~
20 ~~entrance facilities, when CLEC uses such Private Line Transport service~~
21 ~~for multiple services. Entrance Facilities may not be used for~~
22 ~~interconnection with unbundled network elements.~~ Such transport extends
23 from the Qwest switch to the CLEC's switch location or the CLEC's POI of
24 choice.

25 55. Turning to Section 7.1.2.2, Qwest requires here that CLECs pay for
26 Interconnection Tie Pairs. Interconnection Tie Pairs ("ITP") are literally the wires in the
27 Qwest central office that connect CLEC facilities to Qwest facilities for interconnection.
28 AT&T and other CLECs make the same type of connections to the same type of

1 equipment at their central offices, and they have never charged Qwest for these wires.

2 The Section states:

3 7.1.2.2 Collocation. Interconnection may be accomplished through the
4 Collocation arrangements offered by Qwest. The terms and conditions
5 under which Collocation will be available are described in Section 8 of this
6 Agreement. *When interconnection is provided through the Collocation*
7 *provisions of Section 8 of this Agreement, the Interconnection Tie Pair*
8 *(ITP) rate elements, as described in Section 9 will apply in accordance*
9 *with Exhibit A. The rates are defined at a DS0, DS1 and DS3 level.*

10 SGAT at 33 (emphasis added).

11 56. Because it is Qwest's obligation to take the traffic from the CLECs
12 'collocation space, it is unjust and unreasonable to charge the CLEC for ITP rate
13 elements. In this instance, the physical POI is the collocated equipment itself, and thus,
14 Qwest is responsible for taking the traffic the few remaining feet to the Qwest switch.
15 Just as AT&T and other CLECs do not charge Qwest for taking such traffic to their
16 switches, Qwest should not charge them for similar connectivity.²⁰

17 57. Therefore, Qwest should delete the ITP portions of Section 7.1.2.2 (the
18 last two italicized sentences).

19 58. Section 7.1.2.3, Qwest requires interconnection through mid-span
20 meets contained within Qwest wire centers boundaries. The provision states:

21 7.1.2.3 Mid-Span Meet POI. A Mid-Span Meet POI is a negotiated Point
22 of Interface, limited to the Interconnection of facilities between one Party's
23 switch and the other Party's switch. The actual physical Point of Interface
24 and facilities used will be subject to negotiations between the Parties.
25 *The Mid-Span Meet POI shall be located within the Wire Center boundary*
26 *of the Qwest switch. Each Party will be responsible for its portion of the*
27 *build to the Mid-Span Meet POI. A Mid-Span Meet POI shall not be used*
28 *by CLEC to access unbundled network elements.*

²⁰ The other alternative is to require Qwest to provide this connectivity under a reciprocal compensation obligation.

1 SGAT at 34 (emphasis added).

2 59. Requiring mid-span meet POIs to be within Qwest's wire center
3 boundaries is unreasonable because, from a technical standpoint, it requires CLECs to
4 deploy unnecessary trunks to every Qwest wire center.

5 60. Mid-span meet points are technically feasible at any point within a LATA,
6 and the CLEC may use its own facilities up to the meet point or it may lease dedicated
7 transport. Qwest's requirement is just another attempt to evade the single POI per LATA
8 requirement, and, from an engineering perspective, the requirement interjects
9 inefficiencies into the interconnection method.

10 61. Section 7.1.2.3 should be modified to read as follows:

11 7.1.2.3 Mid-Span Meet POI. A Mid-Span Meet POI is a negotiated Point
12 of Interface, ~~limited to~~ for the Interconnection of facilities between one
13 Party's switch and the other Party's switch. The actual physical Point of
14 Interface and facilities used will be subject to negotiations between the
15 Parties. The Mid-Span Meet POI shall be located within the ~~Wire~~
16 ~~Center~~ LATA boundary of the Qwest switch. Each Party will be
17 responsible for its portion of the build to the Mid-Span Meet POI. ~~Spare~~
18 ~~facilities used for a~~ Mid-Span Meet POI ~~shall not~~ may be used by CLEC
19 to access unbundled network elements.

20 62. Section 7.1.2.4, describes Qwest's new hub interconnection arrangements,
21 otherwise know as the "LIS Inter Local Calling Area (LCA) Facility."

22 63. Formerly, Qwest described interconnection at the "Hub Location Point of
23 Interface" as a form of interconnection for CLECs when their switches were outside the
24 Qwest local calling area. The new arrangement or product is nearly identical to the
25 previous hub arrangement under a new name and price.

26 64. Under Qwest's current hub or LCA facility policy, AT&T has been

1 improperly forced to establish a T1 from AT&T's POI to every Qwest end-office in the
2 Qwest local calling area. This means AT&T must trunk to every end office before it can
3 even sign-up its first customer for service. This is the same thing as requiring a POI per
4 wire center rather than the POI per LATA. From an engineering standpoint it is
5 inefficient, unreasonable and unnecessary.

6 65. Qwest has changed the name, and as I understand it, with that change
7 Qwest has essentially changed its hub offering into a "finished" service offering.
8 Furthermore, in some configurations, Qwest is requiring the CLEC to purchase transport
9 out of its private line tariff, which increases the costs to competitors. CLECs should not
10 be paying private line rates when using those facilities to provide local service.

11 66. Dedicated transport is the appropriate unbundled element for routing to
12 hub locations in all configurations where a hub is used. The FCC designated dedicated
13 transport as the appropriate unbundled element for connecting Qwest facilities to CLEC
14 facilities.²¹

15 67. Furthermore, Qwest restricts the use of the "LCA" or hub facilities to
16 interconnection only. Thus, CLECs must order additional trunking for access to UNEs.
17 Again, Qwest is obligated to provide for interconnection and access at any technically
18 feasible point, whether that is through hub locations or any other configuration. All of
19 the language in 7.1.2.4 should be replaced by the following:

20 7.1.2.4 Hub Location. The CLEC may establish a POI via a hub location

²¹ First Report and Order, ¶ 440; *See also*, In the Matter of Implementation of the Local Competition Provisions of the Telecommunications Act of 1996, Third Report and Order and Fourth Notice of Proposed Rulemaking, CC Docket No. 96-98, FCC 99-238 (Released Nov. 5, 1999) at ¶ 321-322. ("Third Report and Order").

1 by either providing its own facilities to the hub or by utilizing unbundled
2 dedicated transport provided by Qwest. Spare facilities at the hub
3 locations may be used for the transport of unbundled elements.

4 68. In Section 7.2.2.1.2.2, Qwest requires the CLEC to provide transport to
5 Qwest. It reads:

6 7.2.2.1.2.2 The Parties may elect to purchase transport services from
7 each other or from a third party that has leased the Private Line Transport
8 Service facility from Qwest. Such transport provides a transmission path
9 for the LIS trunk to deliver the originating Party's Exchange Service
10 (EAS/Local) traffic to the terminating Party's end office or local tandem for
11 call termination. Transport may be purchased from Qwest or CLEC as
12 tandem routed (*i.e.*, tandem switching, tandem transmission and direct
13 trunked transport) or direct routed (*i.e.*, direct trunked transport).

14 SGAT at 36.

15 69. Imposing upon the CLEC an obligation to sell transport to Qwest is the
16 same as imposing a piece of the incumbent's interconnection obligation on the CLEC.
17 Neither the Act nor the FCC rules contemplate such a requirement and it is inappropriate
18 for Qwest to demand it here in what is supposed to be a demonstration of Qwest's
19 compliance with its obligations under the Act.²² As for acquiring transport from a third
20 party, that option may already be available to the CLECs or Qwest and the scope of such
21 service should be determined with the third party, not Qwest through the SGAT.

22 Therefore, the section should be modified as follows:

23 7.2.2.1.2.2 The ~~Parties~~ CLEC may elect to purchase transport
24 services from ~~each other or from a third party that has leased the Private~~
25 ~~Line Transport Service facility from~~ Qwest. Such transport provides a
26 transmission path for the LIS trunk to deliver the originating Party's
27 Exchange Service (EAS/Local) traffic to the terminating Party's end office
28 or local tandem for call termination. Transport may be purchased from
29 Qwest or ~~CLEC~~ or a third party as tandem routed (*i.e.*, tandem switching,

²² Qwest Preliminary Statement at 4; *see also* 47 U.S.C. § 252(f)(describing the SGAT as the RBOC's statement of its offerings that comply with the requirements of § 251 and the regulations thereunder).

1 tandem transmission and direct trunked transport) or direct routed (*i.e.*,
2 direct trunked transport).
3

4 70. Similarly Section 7.2.2.1.3 requires the CLEC to provide transport to
5 Qwest. This Section also requires that the CLEC employ its spare collocation capacity
6 for direct trunk transport to its switch. It states:

7 7.2.2.1.3 When either Party utilizes the other Party's tandem switch
8 for the exchange of local traffic, where there is a DS1's worth of traffic
9 (512 CCS) between the originating Party's end office switch delivered to
10 the other Party's tandem switch for delivery to one of the other Party's
11 end office switches, the originating Party will order a dedicated (*i.e.*,
12 direct) trunk group to the other Party's end office. To the extent that
13 CLEC has established a Collocation arrangement at a Qwest end office
14 location, and has available capacity, CLEC shall provide two-way direct
15 trunk facilities, when required, from that end office to CLEC's switch. In
16 all other cases, the direct facility may be provisioned by Qwest or CLEC
17 or a third party. If both CLEC and Qwest desire to provision the facility
18 and cannot otherwise agree, the Parties may agree to resolve the dispute
19 through the submission of competitive bids.

20 SGAT at 36.

21 71. In addition to imposing incumbent interconnection obligations upon the
22 CLEC, the SGAT makes absolutely no provision for the CLEC to recover its costs of
23 direct trunking through its collocation space. Moreover, a CLEC should not be required
24 by Qwest to use CLEC's collocation space in any particular manner. Setting aside the
25 obvious disparity of treatment, the paragraph should be modified as follows:

26 7.2.2.1.3 When either Party utilizes the other Party's tandem switch
27 for the exchange of local traffic, where there is a DS1's worth of traffic
28 (512 CCS) between the originating Party's end office switch delivered to
29 the other Party's tandem switch for delivery to one of the other Party's
30 end office switches, the originating Party will ~~order provision~~ a dedicated
31 (*i.e.*, direct) trunk group to the other Party's end office. ~~To the extent that~~
32 ~~CLEC has established a Collocation arrangement at a Qwest end office~~
33 ~~location, and has available capacity, CLEC shall provide two-way direct~~
34 ~~trunk facilities, when required, from that end office to CLEC's switch. In~~
35 ~~all other cases,~~ the direct facility may be provisioned by Qwest or CLEC

1 or a third party, at the CLEC's discretion. If both CLEC and Qwest desire
2 to provision the facility and cannot otherwise agree, the Parties may
3 agree to resolve the dispute through the submission of competitive bids.

4 72. Turning to Switching Options in Section 7.2.2.6.1, it lists the options for
5 the exchange of SS7 out-band signaling for the purpose of interconnection of local traffic.
6 The option that applies to CLECs, such as AT&T, with their own signaling network is
7 option "(b)". The entire section states:

8 7.2.2.6.1 SS7 Out of Band Signaling. SS7 Out of Band Signaling is
9 available for LIS trunks. SS7 Out-of-Band Signaling must be requested
10 on the order for the new LIS trunks. Common Channel Signaling Access
11 Capability Service may be obtained through the following options: (a) as
12 set forth in this Agreement (Section 9); (b) as defined in the Qwest FCC
13 Tariff #5 (Section 20); or (c) from a third party signaling provider. Each of
14 the Parties, Qwest and CLEC, will provide for interconnection of their
15 signaling network for the mutual exchange of signaling information in
16 accordance with the industry standards as described in Telcordia
17 documents, including but not limited to GR-905 CORE, GR-954 CORE,
18 GR-394 CORE and Qwest Technical Publication 77342.

19 SGAT at 37.

20 73. Option (b) requires the CLEC to order connectivity from an access tariff.
21 This option is not only the more expensive way to obtain connectivity, it is also
22 inappropriate for purposes of local interconnection and the exchange of EAS/local traffic.
23 Connectivity with the Qwest Signaling Transfer Points ("STPs") should be available via
24 dedicated transport. Furthermore, the cost of the trunk providing this transport should be
25 subject to reciprocal compensation. Qwest should be providing dedicated transport to its
26 STPs at cost-based prices and it should further convert trunks ordered to STPs from
27 tariffed access service to dedicated transport.

28 74. The Section should be modified as follows:

1 7.2.2.6.1 SS7 Out of Band Signaling. SS7 Out of Band Signaling is
2 available for LIS trunks. SS7 Out-of-Band Signaling must be requested
3 on the order for the new LIS trunks. Common Channel Signaling Access
4 Capability Service may be obtained through the following options: (a) as
5 set forth in this Agreement (Section 9); (b) as ~~defined in the Qwest FCC~~
6 ~~Tariff #5 (Section 20)~~Dedicated Transport facilities, between the CLEC
7 STPs and the Qwest STPs, either self provisioned by the CLEC or
8 ordered from Qwest and subject to reciprocal compensation; or (c) from a
9 third party signaling provider. Each of the Parties, Qwest and CLEC, will
10 provide for interconnection of their signaling network for the mutual
11 exchange of signaling information in accordance with the industry
12 standards as described in Telcordia documents, including but not limited
13 to GR-905 CORE, GR-954 CORE, GR-394 CORE and Qwest Technical
14 Publication 77342.

15 75. Section 7.2.2.6.2 offers Clear Channel Capability, referred to as 64CCC.
16 64CCC allows 64 Kbps ISDN traffic to route over the switch and transport facilities.
17 Originally, switches and network facilities were designed to handle only 56 Kbps of
18 traffic pr DS-0 channel. With the advent of ISDN, most carriers upgraded their facilities
19 to handle the higher speed. As proposed, the Section states:

20 7.2.2.6.2 Clear Channel Capability. Clear Channel Capability
21 (64CCC) permits 24 DS0-64 Kbps services or 1.536 Mbps of information
22 on the 1.544 Mbps/s line rate. 64CCC is available for LIS trunks
23 equipped with SS7 Out-of-Band Signaling. 64CCC must be requested on
24 the order for the new LIS trunks. Qwest will provide CLEC with a listing of
25 Qwest local tandems fully capable of routing 64CCC traffic through the
26 Qwest website: <http://www.uswest.com/disclosures>.

27 SGAT at 38.

28 76. Some of Qwest's older tandem switches do not allow 64CCC. Under this
29 Section, Qwest makes its 64CCC capable tandems known through its web site. Contrary
30 to the FCC's mandate, this method, however, provides CLECs with a less efficient means
31 to employ the 64CCC than Qwest enjoys itself.

1 77. Qwest can avoid use of the older transmission facilities and provide
2 64CCC to its customers even though some traffic may go through older tandems. This is
3 done through an overlay network where special routing is specifically provided for the
4 64CCC. Where available, Qwest has a legal obligation to provide the CLECs with the
5 same efficient use of 64CCC traffic. Thus, the Section should be modified to say:

6 7.2.2.6.2 Clear Channel Capability. Clear Channel Capability
7 (64CCC) permits 24 DS0-64 Kbps services or 1.536 Mbps of information
8 on the 1.544 Mbps/s line rate. 64CCC is available for LIS trunks
9 equipped with SS7 Out-of-Band Signaling. 64CCC must be requested on
10 the order for the new LIS trunks. Qwest will provide CLEC with a listing of
11 Qwest ~~local~~ tandems fully capable of routing 64CCC traffic through the
12 Qwest website: <http://www.uswest.com/disclosures>. Where available to
13 Qwest, Qwest will provide CLECs with the same alternate routing or any
14 overlay network capabilities.

15 78. Turning to Section 7.2.2.8.3, on LIS Forecasting it states:

16 7.2.2.8.3 Switch growth jobs are custom jobs with a minimum six
17 month timeframe from the vendors. To align with the timeframe needed
18 to provide for the requested facilities, including engineering, ordering,
19 installation and make ready activities, the Parties will utilize Qwest
20 standard forecast timelines, as defined in the standard Qwest LIS Trunk
21 Forecast Forms.

22 SGAT at 38.

23 79. Here, Qwest declares that all switch growth jobs require a minimum of six
24 months. In fact, most switch growth jobs are accomplished by adding a circuit card to the
25 existing frame. Only when new switching modules or frames are needed will the vendor
26 require six months. Under sound engineering practices, Qwest should be planning and
27 building one year's worth of new switch module capacity where indicated by CLEC and
28 Qwest forecasting such that it does not encounter capacity shortages.

1 80. Qwest, not the CLEC, should bear the burden of Qwest switch planning.

2 Therefore, the Section should be modified as follows:

3 7.2.2.8.3 Switch capacity augmentation requires one month to
4 complete. Switch capacity growth, jobs requiring the addition of new
5 switching modules are custom jobs with, may require a minimum six
6 months timeframe from the vendors' to order and install. To align with
7 the timeframe needed to provide for the requested facilities, including
8 engineering, ordering, installation and make ready activities, the Parties
9 will utilize Qwest standard forecast timelines, as defined in the standard
10 Qwest LIS Trunk Forecast Forms for growth planning. For capacity
11 augmentation, Qwest will utilize the CLEC forecasts to ensure at least a
12 one year supply of switch capacity.

13 81. Section 7.2.2.8.4 discusses the responsibility of each party to build
14 facilities based upon the forecast of the other. It states:

15 7.2.2.8.4 Each Party will utilize the Forecast cycle outlined on the
16 Qwest LIS Trunk Forecast Forms, which stipulates that forecasts be
17 submitted on a quarterly basis. The forecast will identify trunking
18 requirements for a two year period. From the quarterly close date as
19 outlined in the forecast cycle, the receiving Party will have one month to
20 determine network needs and place vendor orders which require a six
21 month minimum to complete the network build. Seven months after
22 submission of the forecast, the forecasting party may begin to order
23 against the facilities forecast for that quarter, given no vendor or other
24 unavoidable delays. For ordering information see Section 7.4.

25 SGAT at 38.

26 82. Here again, Qwest is attempting to thrust upon CLECs incumbent
27 interconnection obligations. As a general matter, Qwest does not order interconnection
28 trunks to CLECs, and it is AT&T's experience that in place of real trunk forecasts, Qwest
29 provides trunk utilization reports.

30 83. In fact, although AT&T has supplied Qwest with trunk forecasts, it is
31 AT&T's experience that Qwest has failed to employ those forecasts such that it has the
32 necessary capacity when AT&T places its orders. It is AT&T's experience that, despite

1 the forecasting, the needed switch modules, facilities, central office equipment and T-3
2 service is frequently not available causing delays in Qwest interconnection service
3 delivery. Qwest should have the obligation to order timely new trunks and other
4 necessary facilities. The paragraph should be modified to state:

5 7.2.2.8.4 Each Party will utilize the Forecast cycle outlined on the
6 Qwest LIS Trunk Forecast Forms, which stipulates that forecasts be
7 submitted on a quarterly basis. The forecast will identify trunking
8 requirements for a two year period. From the quarterly close date as
9 outlined in the forecast cycle, ~~the receiving Party~~ Qwest will have one
10 month to determine network needs and place vendor orders which require
11 a six month minimum to complete the network build. Seven months after
12 submission of the initial forecast, ~~the forecasting party may begin to order~~
13 ~~against the facilities forecast for that quarter, given no vendor or other~~
14 ~~unavoidable delays~~ Qwest will have the necessary capacity in place to
15 meet the CLEC forecast. After the initial forecast, Qwest will ensure that
16 capacity is available to meet the CLEC's needs as described in the CLEC
17 forecasts. For ordering information see Section 7.4.

18 84. Section 7.2.2.8.6 discusses disputed forecasts. It provides:

19 7.2.2.8.6 In the event of a dispute regarding forecast quantities, the
20 Parties will make capacity available in accordance with the lower forecast,
21 while attempting to resolve the matter informally. If the Parties fail to
22 reach resolution, the Dispute Resolution provision of this Agreement shall
23 apply.

24 SGAT at 39.

25 85. This provision gives Qwest the right to build to the lower of the disputed
26 forecasts. Given Qwest's current capacity problems, as highlighted by the class action
27 lawsuit against it,²³ Qwest's forecasting is likely to be the lower of the two forecasts.
28 Allowing Qwest to build to the lower of the two forecasts is not advisable because Qwest

²³ John Emmons, et al. v. Qwest Communications, Consolidated Case No. 97CV597, District Court, Larimer County, State of Colorado (Nov. 2, 1999).

1 currently cannot meet demand notwithstanding the provision of forecasts by CLECs and
2 IXCs.

3 86. The Section should be modified to state:

4 7.2.2.8.6 In the event of a dispute regarding forecast quantities, ~~the~~
5 ~~Parties~~ Qwest will make capacity available in accordance with the ~~lower~~
6 higher forecast, if Qwest has held any CLEC or IXC orders for lack of
7 capacity during the previous six month period while attempting to resolve
8 the matter informally. In the event Qwest has no held orders for that
9 period, the lower of the two forecasts will be used while attempting to
10 resolve the matter informally. If the Parties fail to reach resolution, the
11 Dispute Resolution provision of this Agreement shall apply.

12 87. Section 7.2.2.8.7 defines the information that each party will provide to
13 the other in preparation for the joint planning meetings. Given Qwest's current capacity
14 problems and the impact that it is having on end-user customers, Qwest should provide
15 the CLEC with a detailed list of the spare capacity on all switches within the State and all
16 the capacity of interoffice facilities ("IOF") in Qwest's network that may impact
17 interconnection trunking. IOF is generally the trunk between Qwest's central offices or
18 between Qwest and the POI.

19 88. Thus, this Section should be modified to state:

20 7.2.2.8.7 Joint planning meetings will be used to bring clarity to the process.
21 Each Party will provide adequate information associated with the Qwest LIS
22 Trunk Forecast Forms in addition to its forecasts. During the joint planning
23 meetings, both Parties shall provide information on major network projects
24 anticipated for the following year that may impact the other Party's forecast or
25 Interconnection requirements. No later than two weeks prior to the joint planning
26 meetings, the Parties shall exchange information to facilitate the planning
27 process. Qwest shall provide to the CLEC detailed lists of spare capacity at each
28 Qwest switch within the State of *[insert name]* and for all interoffice routes that
29 may impact the interconnection traffic. Qwest will further provide the CLEC with
30 lists of wire centers that are at or near capacity, including all wire centers for
31 which Qwest has no growth or capital funding plans.

1 89. Section 7.2.2.8.9 describes the information Qwest makes available
2 through its routing guide or interconnection database. It provides:

3 7.2.2.8.9 In addition to the above information, the following
4 information will be available through the Local Exchange Routing Guide
5 or the Interconnections (ICONN) Database. The LERG is available
6 through Telcordia. ICONN is available through the Qwest Web site
7 located at <http://www.uswest.com/cgi-bin/iconn/iconn.pl>.

- 8 a) Qwest Tandems and Qwest end offices (LERG);
9 b) CLLI codes (LERG);
10 c) Business/Residence line counts (ICONN);
11 d) Switch type (LERG or ICONN); and
12 e) Current and planned switch generics (ICONN).

13 SGAT at 39.

14 90. AT&T's experience in using Qwest's databases, in particular the LERG
15 and ICONN, has revealed that Qwest infrequently updates the information in the
16 databases such that the information is often incorrect and inaccurate. Furthermore, it
17 appears as though Qwest itself does not refer to the LERG when working with CLECs,
18 which ultimately results in more work for the CLECs and more delay.

19 91. This section of the SGAT should be modified to require Qwest to
20 regularly update the information in the databases once weekly. Moreover, Qwest should
21 demonstrate in this proceeding that it too uses these databases to obtain information about
22 CLEC switches.

23 92. Section 7.2.2.8.12 provides for the care and handling of CLEC forecasts.

24 It states:

25 7.2.2.8.12 The following terms shall apply to the forecasting process:

- 1 a) CLEC forecasts shall be provided as detailed in the
2 standard LIS Trunk Forecast Form.
- 3 b) Forecasts shall be deemed Confidential Information.

4 SGAT at 40.

5 93. Given the tremendous amount of information that Qwest obtains about the
6 CLEC from its position as the dominant local exchange carrier, and through its OSS
7 process, CLECs need greater protection of their forecasting information.

8 94. To accomplish this protection this Section should be modified to provide:

9 7.2.2.8.12 The following terms shall apply to the forecasting process:

- 10 a) CLEC forecasts shall be provided as detailed in the
11 standard LIS Trunk Forecast Form.
- 12 b) CLEC forecasts shall be deemed Confidential
13 Information and Qwest may not distribute or reveal, in any
14 form, CLEC forecasts to its retail marketing, sales, or
15 strategic planning personnel.
- 16 c) Qwest may reveal CLEC forecast to its network
17 planning and growth personnel on a need to know basis
18 only. These personnel shall be informed of the
19 confidentiality of CLEC forecasts and further informed that
20 they, upon threat of termination, may not reveal or use
21 such information beyond that necessary to plan network
22 growth.

23 95. Sections 7.2.2.8.13 and 7.2.2.8.14 describe trunk under-utilization. They
24 provide:

25 7.2.2.8.13 If a trunk group is consistently utilized at less than 60%
26 each month of any three month period, CLEC will be provided written
27 notification of the requirement to resize the trunk group. Such notification
28 shall include information on current utilization levels. If CLEC does not
29 resize the trunk group within 30 days of the written notification, Qwest
30 may reclaim the facilities and charge CLEC a charge equal to the
31 rearrangement charge described in Exhibit A. When reclamation does
32 occur, the trunk group shall not be left with less than 25% excess
33 capacity.

1 7.2.2.8.14 When trunk groups are utilized at less than 60% for any
2 three month period, and CLEC places an order to augment those trunk
3 groups, the parties shall negotiate in good faith to determine appropriate
4 sizing of the underutilized trunk groups. If CLEC cannot substantiate a
5 need for the increased level of trunking, Qwest has the right to refuse
6 ASRs and/or cancel pending requests to augment those underutilized
7 trunk groups until such time as the utilization on that group reaches the
8 required 60 percent level.

9 SGAT at 40.

10 96. There are several factors that may cause a CLEC to under-utilize or not
11 augment trunks that appear to be fully utilized. For example, rapid or erratic growth of
12 minutes may cause the CLEC to anticipate and provide for capacity problems in the
13 future. Likewise, where CLECs, such as AT&T, have experienced unpredictable and
14 numerous held order problems created by Qwest when it lacks capacity, prudent network
15 engineering planning would militate in favor of maintaining greater capacity than it
16 otherwise might.

17 97. Because CLECs are in the best position to know and understand their
18 capacity needs, these Sections should be modified to read:

19 7.2.2.8.13 If a trunk group is consistently utilized at less than 60%
20 each month of any three-month period, Qwest will notify CLEC ~~will be~~
21 ~~provided written notification of the requirement of Qwest's desire to resize~~
22 ~~the trunk group. Such notification shall include Qwest's information on~~
23 ~~current utilization levels. If CLEC does not resize the trunk group or~~
24 ~~provide Qwest with its reasons for maintaining excess capacity within 30~~
25 ~~days of the written notification, Qwest may reclaim the unused facilities~~
26 ~~and charge CLEC a charge equal to the rearrangement charge described~~
27 ~~in Exhibit A rearrange the trunk group. When reclamation does occur,~~
28 ~~Qwest the trunk group shall not be left~~ leave the CLEC-assigned trunk
29 group with less than 25% excess capacity.

30 7.2.2.8.14 When trunk groups are utilized at less than 60% for any
31 three month period, and CLEC places an order to augment those trunk
32 groups, the parties shall negotiate in good faith to determine appropriate
33 sizing of the underutilized trunk groups. If CLEC cannot ~~substantiate~~

1 ~~provide a need reason~~ for the increased level of trunking, Qwest has the
2 right to ~~refuse~~ dispute the ASRs ~~and/or cancel pending requests to~~
3 ~~augment those underutilized trunk groups until such time as the utilization~~
4 ~~on that group reaches the required 60 percent level.~~ Qwest shall fill the
5 disputed trunk orders pending resolution of such orders through
6 negotiation or the dispute resolution mechanism set out in this SGAT.

7 98. In Section 7.2.2.8.16, Qwest describes its unilateral right to assess

8 construction charges on CLECs. It states:

9 7.2.2.8.16 Interconnection facilities provided on a route which
10 involves extraordinary circumstances shall be subject to the Construction
11 Charges, as detailed in Section 19 of this Agreement. Qwest and CLEC
12 may also choose to work in good faith to identify and locate alternative
13 routes which can be used to accommodate CLEC forecasted build.
14 Extraordinary circumstances include, but are not limited to, natural
15 obstructions such as lakes, rivers, or steep terrain, and legal obstructions
16 such as governmental, federal, Native American or private rights of way.
17 Standard Qwest forecast timeframes will not apply under these
18 circumstances.

19
20 SGAT at 40.

21 99. Although some “extraordinary circumstances” are defined, apparently

22 Qwest has the unilateral right to describe other phenomena as “extraordinary.”

23 Furthermore, “extraordinary” circumstances should not include situations in which Qwest

24 has exhausted its current facilities and refuses to construct new facilities to meet current

25 demand. In fact, I believe it would be a rare circumstance where a CLEC’s need alone

26 would require Qwest to incur new construction.

27 100. Thus, Section 7.2.2.8.16 should be revised to reflect reality and place the

28 burden of new Qwest facility construction on the owner of that facility, unless it can

29 show that indeed, the CLEC is the sole cause of the new construction:

30 7.2.2.8.16 Interconnection facilities provided on a route ~~which~~ that
31 involves extraordinary circumstances ~~shall~~ may be subject to the
32 Construction Charges, as detailed in Section 19 of this Agreement.

1 Where Qwest claims extraordinary circumstances exist, it must apply to
2 the Commission for approval of such charges by a showing that the
3 CLEC alone is the sole cause of such construction. If the Commission
4 approves such charges, Qwest and the CLEC will share costs in
5 proportion to the overall capacity of the route involved. Qwest and CLEC
6 may also choose to work in good faith to identify and locate alternative
7 routes ~~which~~ that can be used to accommodate CLEC forecasted build.
8 Extraordinary circumstances include, but are not limited to, natural
9 obstructions such as lakes, rivers, or steep terrain, and legal obstructions
10 such as governmental, federal, Native American or private rights of way.
11 Standard Qwest forecast timeframes ~~will~~ may not apply under these
12 circumstances.
13
14

15 101. As will be discussed in greater detail during the performance data

16 workshop, CLECs must concur in how Qwest treats extraordinary circumstances in the
17 performance metrics.

18 102. Section 7.2.2.9.1 describes trunking requirements. It states:

19 7.2.2.9 Trunking Requirements

20
21 7.2.2.9.1 The Parties will provide designed Interconnection facilities
22 that meet the same technical criteria and service standards, such as
23 probability of blocking in peak hours and transmission standards, in
24 accordance with current industry standards.
25

26 SGAT at 40.

27 103. While this provision provides some insight into the trunk performance
28 requirements, it is far too vague to be useful to the CLECs. It should be modified to
29 provide:

30 7.2.2.9 Trunking Requirements

31
32 7.2.2.9.1 The Parties will provide designed Interconnection
33 facilities that meet the same technical criteria and service
34 standards, such as probability of blocking in peak hours and
35 transmission standards, in accordance with current industry
36 standards. State requirements and standards provided for in the
37 ROC, and incorporated herein by reference. Furthermore, Qwest

1 shall, at a minimum, ensure no more than 1 % blocking on trunks
2 from Qwest's tandem switches to Qwest's end offices.

3
4 7.2.2.9.1.1 Qwest shall provide to the CLEC weekly reports on
5 all interconnection trunks and weekly reports on all interoffice
6 trunks carrying EAS/local traffic between Qwest tandem switches
7 and Qwest end offices switches. The weekly reports will contain
8 busy hour traffic data, including but not limited to, overflow and the
9 number of trunks in each trunk group.

10
11
12 104. Furthermore, in Section 7.2.2.9.3 Qwest appears to be defying the State
13 law in those states that allow CLECs to combine traffic types on the same trunk group
14 with the use of percent local usage or PLU factors to identify the percentages of local and
15 toll traffic carried on those trunks. Thus, Section 7.2.2.9.3 should be deleted and the
16 following should replace it:

17 Section 7.2.2.9.3. If the Local Traffic and Toll Traffic are combined in one
18 trunk group, CLEC shall provide Qwest with a measure of the amount of
19 local and toll traffic relevant for billing purposes to Qwest. Qwest may
20 audit the traffic that the CLEC reports if Qwest has reason to believe the
21 CLEC-reported measurement is not accurate.

22
23 105. Turning to Section 7.2.2.9.6, it too describes trunking requirements. The
24 Section states:

25 7.2.2.9.6 The Parties shall terminate Exchange Service (EAS/Local)
26 traffic exclusively on local tandems or end office switches. No EAS/local
27 trunk groups shall be terminated on Qwest's access tandems. In the
28 complete absence of a local tandem, EAS/Local trunk groups will be
29 established directly between CLEC and Qwest end office switches for the
30 exchange of traffic between those end office switches only.

31 SGAT at 42.

32 106. Here, Qwest places limitations on all termination of EAS/Local traffic,
33 thereby creating inefficient use of the network where CLEC traffic is concerned. From
34 an engineering perspective, Qwest's provision creates unnecessary expense and market

1 entry delay for the CLEC because Qwest insists on dividing its tandems between “access
2 and local” where CLEC traffic is concerned.

3 107. Again, Qwest’s refusal to permit interconnection at its access tandems is
4 contrary to the FCC and this Commission’s requirement to allow interconnection at any
5 technically feasible point. 47 U.S.C. § 251(c)(2)(B).

6 108. Furthermore, AT&T’s experience with this Qwest policy has caused
7 AT&T to slow its market entry in certain areas. In other instances it has required AT&T
8 to unnecessarily incur trunking costs to Qwest end offices just to serve a single customer
9 in the affected area. In fact, AT&T and Qwest currently exchange traffic in several states
10 at the Qwest access tandem. Therefore, interconnection at this tandem is not only
11 technically feasible; it is occurring.

12 109. Thus, AT&T proposes to modify Section 7.2.2.9.6 as follows:

13 7.2.2.9.6 The Parties shall terminate Exchange Service (EAS/Local)
14 traffic ~~exclusively on local tandems or end office switches, at CLEC’s~~
15 ~~option. No EAS/local trunk groups shall be terminated on Qwest’s access~~
16 ~~tandems. In the complete absence of a local tandem, EAS/Local trunk~~
17 ~~groups will be established directly between CLEC and Qwest end office~~
18 ~~switches for the exchange of traffic between those end office switches~~
19 ~~only.~~

20 110. Paragraph 7.2.2.9.7 requires that CLECs exchange all EAS/local traffic
21 only in Qwest local calling areas. The paragraph provides:

22 7.2.2.9.7 The Parties agree to exchange Exchange Service
23 (EAS/Local) traffic in the same EAS/Local area, defined for Qwest by the
24 Commission, as such traffic originated.

25 SGAT at 42.

1 111. This provision so clearly violates the FCC's requirement that allows
2 CLECs to choose their POI that it must be deleted altogether. Furthermore, it is
3 discriminatory in that Qwest does not treat itself, affiliates and subsidiaries in this
4 fashion.

5 112. Turning to Section 7.2.2.9.9, it provides:

6 7.2.2.9.9 Host-Remote. When a Qwest Wire Center is served by a
7 remote end office switch, the CLEC may deliver traffic to the host central
8 office or to the local tandem. The CLEC may not deliver traffic directly to
9 the remote end office switch.

10
11 SGAT at 42.

12 113. Like 7.2.2.9.7, Section 7.2.2.9.9 must be deleted because it again limits
13 interconnection to "local" tandems and it further refuses to allow CLECs to interconnect
14 at the remote end office switch, a technically feasible point. As remote switches become
15 more widespread, CLEC interconnection at remotes will become even more important.
16 When CLECs are allowed to collocate remote switching units ("RSUs"), CLECs will
17 necessarily provision their RSUs with the ability to terminate trunks, allowing direct
18 interconnection at the RSU. This interconnection method is necessary from both a cost
19 and network efficiency perspective in particular in rural areas.²⁴

20

²⁴ See also, Order on Reconsideration at ¶¶ 103 – 109.

1 114. Section 7.2.2.10.2.2, under Testing, states:

2 7.2.2.10.2.2 In addition to LIS acceptance testing, other tests are
3 available (e.g., additional cooperative acceptance testing, automatic
4 scheduled testing, cooperative scheduled testing, manual scheduled
5 testing, and non-scheduled testing) at the applicable Qwest Tariff rates.
6 Testing fees will be paid by CLEC when requesting the testing.

7 SGAT at 42.

8 115. The testing described herein is testing beyond the normal “turn-up”
9 testing. Here, Qwest demands that the CLEC always pay for such testing when requested
10 by the CLEC. This requirement ignores the fact that interconnection trunks are a shared
11 resource for the mutual exchange of calls from both carriers. Therefore, both carriers
12 should bear an equal cost of any special testing required to maintain such trunks. The
13 cost obligation should be reciprocal.

14 116. The Section should be modified to read:

15 7.2.2.10.2.2 In addition to LIS acceptance testing, other tests are available
16 (e.g., additional cooperative acceptance testing, automatic scheduled testing,
17 cooperative scheduled testing, manual scheduled testing, and non-scheduled
18 testing) ~~at the applicable Qwest Tariff rates.~~ Qwest and the CLEC shall either pay
19 each other for the testing effort expended by each Party or both waive all fees
20 associated with such testing. Charges between the Parties, if any, shall be
21 prorated by the existing average reciprocal compensation ratio for the traffic flow
22 in the LATA. ~~Testing fees will be paid by CLEC when requesting the testing.~~

23 117. Examining Section 7.4.1 on ordering interconnection reveals that it may
24 not actually reflect the required interconnection information necessary for the Access
25 Service Request form. It provides:

26 7.4.1 When ordering LIS, the ordering Party shall specify on the Access
27 Service Request: (ASR) 1) the type and number of Interconnection
28 facilities to terminate at the Point of Interconnection in the Serving Wire
29 Center; 2) the type of interoffice transport, (i.e., Direct Trunked Transport
30 or Tandem Transmission); 3) the number of trunks to be provisioned at

1 an end office or local tandem; and 4) any optional features. When the
2 ordering Party requests facilities, routing, or optional features different
3 than those determined to be available, the Parties will work cooperatively
4 in determining an acceptable configuration, based on available facilities,
5 equipment and routing plans.

6
7 SGAT at 47.

8 118. Interconnection trunks run from switch to switch, not wire center to wire
9 center. The CLEC and ILEC switches are identified by CLLI codes. Moreover, Qwest's
10 "Interexchange Carrier Resource Guide" describes the necessary information required on
11 an ASR.²⁵ An examination of the differences in description between the Qwest SGAT
12 and the ASR guide should be reconciled.

13 119. Section 7.4.2 on ordering, reads:

14 7.4.2 For each NXX code assigned to CLEC by the NANPA, CLEC will
15 provide Qwest with the CLLI codes of the Qwest local tandem and the
16 CLEC Point of Interface to which traffic associated with the NXX will be
17 routed. For NXX codes assigned to existing LIS trunk groups, CLEC will
18 also provide Qwest with the Qwest assigned Two-Six Code (TGSN) to
19 which each NXX will be routed. This information can be provided via the
20 Routing Supplemental Form-Wireline available on the Qwest web site:
21 www.uswest.com/carrier/bulletins/process.html, and is required to ensure
22 that Qwest routes CLEC's traffic appropriately.

23
24 SGAT at 47.

25 120. The information that Qwest seeks on the "Routing Supplemental
26 Form – Wireline" can and should be obtained by Qwest from the LERG. CLECs
27 should not need to complete this form. The information Qwest seeks is the same
28 kind of information Qwest expects CLECs to obtain from the LERG rather than
29 have Qwest provide directly to them. Furthermore, the referenced web site is out-

²⁵ QWEST "Interexchange Carrier Resource Guide" at p. 13, "How to Order Access Service."

1 of-date requiring CLECs to now hunt through the new site looking for this
2 information.

3 121. Therefore, Qwest's SGAT should be modified as follows:

4 7.4.2 For each NXX code assigned to CLEC by the NANPA, CLEC will
5 provide Qwest with the CLLI codes of the Qwest local or access tandem
6 and the CLEC Point of Interface to which traffic associated with the NXX
7 will be routed. For NXX codes assigned to existing LIS trunk groups,
8 CLEC will also provide Qwest with the Qwest assigned Two-Six Code
9 (TGSN) to which each NXX will be routed. ~~This information can be
10 provided via the Routing Supplemental Form Wireline available on the
11 Qwest web site: www.uswest.com/carrier/bulletins/process.html, and is
12 required to ensure that Qwest routes CLEC's traffic appropriately.~~
13

14 122. By deleting the last sentence, Qwest will have to examine the LERG just
15 as the CLECs do for the same information. This is a nondiscriminatory and equal in
16 quality requirement.

17 123. Section 7.4.4, on ordering states:

18 7.4.4 A joint planning meeting will precede initial trunking orders. These
19 meetings will result in the transmittal of Access Service Requests (ASRs)
20 to initiate order activity. A Party requesting local tandem Interconnection
21 will provide its best estimate of the traffic distribution to each end office
22 subtending the local tandem.
23

24 SGAT at 47.

25 124. In AT&T's experience Qwest has repeatedly come to joint planning
26 meetings unprepared. Qwest should participate in these meetings with the intention of
27 making a commitment. Instead, AT&T experiences complete uncertainty with Qwest
28 right up to the point where trunk orders are rejected. These rejections are frequently due
29 to Qwest's lack of preparation during the trunk planning process. Therefore, AT&T
30 proposes the following modification to this provision:

1 7.4.4 A joint planning meeting will precede initial trunking orders. These
2 meetings will result in agreement and commitment by Qwest and the
3 CLEC that both parties can implement the proposed trunk plan, and the
4 transmittal of Access Service Requests (ASRs) to initiate order activity. A
5 Each Party requesting access or local tandem Interconnection will provide
6 its best estimate of the traffic distribution to each end office subtending
7 the local tandem.
8

9 125. Section 7.4.5 again prohibits CLEC interconnect at the Qwest access
10 tandems. I have repeatedly discussed the legal and technical deficiencies with this
11 arrangement. Based upon my previous discussions, the paragraph in its entirety should
12 be deleted.

13 126. Section 7.4.6 states:

14 7.4.6 Service intervals and due dates for initial establishment of trunking
15 arrangements at each location of Interconnection between the Parties will
16 be determined on an individual case basis.

17
18 SGAT at 47.

19 127. This section allows Qwest to avoid meeting ordering intervals described
20 elsewhere in the SGAT and by the ROC. It should be deleted.

21 128. Section 7.4.8 describes order cancellation. It states:

22 7.4.8 CLEC may cancel an order for LIS at any time prior to notification
23 by Qwest that service is available for CLEC's use. If CLEC is unable to
24 accept LIS within 30 calendar days after the original service date, CLEC
25 has the following options:

26
27 a) The order for LIS will be canceled; cancellation charges as
28 noted in 7.3.5.1 apply; or

29 b) Billing for the service will commence.

30 SGAT at 48.

31 129. Here, "original service date" is not defined and it should be for clarity.

32 AT&T has experience in which Qwest has required AT&T to supplement its orders and

1 Qwest, in those instances, has provided AT&T with new service dates such that several
2 original service dates may exist. Furthermore, depending upon the precise definition of
3 original service date, the Commission may need to alter other provisions so that Qwest
4 cannot employ this section by requiring CLECs to cancel outstanding orders that Qwest
5 cannot meet under its performance measurements.

6 130. Finally, Section 7.5 on Jointly Provided Switched Access Services creates
7 three problems: (1) it appears to create just another mechanism that Qwest will employ
8 to avoid or modify agreements previously made between Qwest and CLECs regarding
9 exchange access;²⁶ (2) it improperly places the topic of switched access into a document
10 that should not address such a topic; and (3) it attempts to force interconnecting CLECs
11 to adhere to Qwest's position on IP telephony. Section 7.5.1 states:

12 7.5.1 Jointly Provided Switched Access Service is defined and
13 governed by the FCC and State Access Tariffs, Multiple Exchange Carrier
14 Access Billing (MECAB) and Multiple Exchange carrier Ordering and
15 Design (MECOD) Guidelines, and is not modified by any provisions of this
16 Agreement. Both Parties agree to comply with such guidelines. A
17 summary of the applicable guidelines is available in the Interconnect &
18 Resale Resource Guide. *Switched Access includes phone to phone*
19 *voice interexchange traffic that is transmitted over a carrier's packet*
20 *switched network using protocols such as TCG/IP.*

21
22 SGAT at 48 (emphasis added).

23 131. In addition to Section 7.5.1, Qwest has defined "Switched Access" as
24 follows:

25 4.56 "Switched Access Service" means the offering of transmission and
26 switching services to Interexchange Carriers for the purpose of the

²⁶ AT&T's experience, as set out in the discussion on interLCA, has been that when QWEST changes its policies, creates new products or attempts to force its legal position, QWEST places such language in its SGAT. QWEST then attempts to modify the AT&T/Qwest interconnection agreement using the newly defined product or policy shift from the SGAT.

1 origination or termination of telephone toll service. Switched Access
2 Services include: Feature Group A, Feature Group B, Feature Group D,
3 *Phone to Phone IP Telephony*, 8XX access, and 900 access and their
4 successors or similar Switched Access services. Switched Access traffic,
5 as specifically defined in Qwest's interstate Switched Access Tariffs, is
6 traffic that originates at one of the Party's end users and terminates at the
7 IXC point of presence, or originates at an IXC point of presence and
8 terminates at one of the Party's end users, whether or not the traffic
9 transits the other Party's network.

10
11 SGAT at 10 (emphasis added).

12 132. The SGAT should not be a tool that Qwest can use to avoid its previous
13 contractual obligations or to promote its policy positions particularly when they are
14 utterly irrelevant to the purpose of the SGAT. First, the FCC has made clear that while
15 interexchange carriers ("IXCs") may obtain interconnection pursuant to § 251(c)(2),
16 interconnection solely for the purpose of originating or terminating interexchange traffic
17 and not for the provision of telephone exchange services and exchange access to others is
18 not entitled to receive interconnection pursuant to § 251(c)(2).²⁷ Thus, switched access
19 and how it's defined—either in Qwest's Interstate Tariffs or its desired policy—is a
20 matter that is not germane to the interconnection at issue here. Second, the FCC has
21 exempted Enhanced Service Provider's ("ESPs"), which includes Internet Service
22 Provider's ("ISPs"), traffic from switched access, and it has not carved out a distinction
23 for Internet Protocol ("IP") Telephony traffic such that Qwest should not subject such
24 traffic to switched access. Qwest has improperly chosen its § 271 application process,
25 through its SGAT, to impose its policy upon nascent competitive local exchange
26 providers. Qwest, itself, stated that the § 271 process was not to be used for making new

²⁷ First Report and Order at ¶¶ 190-191.

1 policy changes or interpretations. Furthermore, the state commissions should not
2 sanction such conduct by allowing Qwest to thrust its policies upon new entrants under
3 the guise of an SGAT.

4 133. Finally, by Qwest's own admissions:

5 even if one wished to impose ... access charges on IP telephony,
6 identifying or distinguishing IP telephony from other Internet usage is
7 problematical. Thus, there is no method currently to identify minutes of
8 usage for the purpose of imposing access charges in all situations.
9 "Marking" or otherwise identifying such traffic, if and when technically
10 feasible, as well as determining the jurisdictional nature of such traffic,
11 also implicates contentious issues in addition to access charges; for
12 example, universal service and the extent to which Regional Bell
13 Operating Companies ("RBOCs") and their ISP affiliates are engaged in
14 interLATA telecommunications services.

15
16 Under these circumstances, state regulation of IP telephony, however well
17 intentioned it may be, may be premature. As the FCC's Office of Plans and
18 Policy has observed:

19
20 If federal rules governing Internet telephony are
21 problematic, state regulations seem even harder to justify
22 The possibility that fifty separate state Commissions
23 could choose to regulate providers of Internet telephony
24 services within their state (sic) (however that would be
25 defined), already may be exerting a chilling influence on
26 the Internet telephony market.²⁸

27
28 Furthermore, Qwest's witness has also admitted that there "is no difference between [IP
29 telephony] and the method widely available and used by other ISPs in Colorado for
30 customers to access their IP networks. I understand that the Commission has required
31 reciprocal compensation between carriers for the completion of IP traffic, and we see no

²⁸ U S WEST Communications, Inc. v. Qwest Communications Corp., Motion to Dismiss or, In the Alternative, for Deferral, Before the Colorado Public Utilities Commission, Docket No. 99F-141T (Apr. 20, 1999) at 12. ("U S WEST v. Qwest")

1 reason why the Commission should change its position.”²⁹ What’s true for Colorado is
2 also true for Washington in this regard. Furthermore, the FCC’s position today is no
3 different than it was in April 1999, when Qwest made these assertions. Therefore, AT&T
4 recommends that Qwest delete all of Section 7.5 and Section 4.57 from its SGAT.

5 **D. Analysis of Qwest’s Alleged Compliance with § 271 Checklist Item 1**
6 **in Light of AT&T’s Experiences.**

7
8 134. As noted above, to be in compliance with Checklist Item 1, Qwest must
9 prove, by a preponderance of the evidence, that it provides interconnection and access at
10 any technically feasible point within its network that is at least equal in quality to that
11 provided by Qwest to itself or others on rates, terms and conditions that are just
12 reasonable and nondiscriminatory.

13 135. It is AT&T’s experience that Qwest does not yet comply with its
14 obligations under Checklist Item 1. In fact, there are three examples of Qwest’s
15 noncompliance that warrant discussion here; they are: (1) its refusal to allow
16 interconnection at technically feasible points; (2) its poor trunk ordering and provisioning
17 service; and (3) its excessive call blocking problems. I will discuss each of these issues
18 in turn.

²⁹ U S WEST v. Qwest, Direct Testimony of Qwest Witness, Anne M. Cullather (June 21, 1999).
Furthermore, Ms. Cullather—on behalf of Qwest—stated “[t]he access regime proposed by Qwest is far too
antiquated, far too cumbersome to impose on the emerging and burgeoning IP market.” Id. at 22.

1 **1. Qwest Fails to Provide Interconnection At Technically Feasible Points**
2 **within Its Network.**

3
4 136. Contrary to Mr. Freeberg's testimony,³⁰ Qwest does not allow
5 interconnection and access at any technically feasible point in the Qwest network.
6 Qwest is the only RBOC that has segregated its tandem switches into "local" tandems
7 and "access" tandems. According to Qwest, the Qwest "local" tandem is only used as a
8 tandem switch for EAS/Local calls while the Qwest "access" tandem is only used as a
9 tandem switch for toll calls. In many cases, the physical switch is the same for both
10 tandems. Qwest has segmented the switch into two parts, using one set of switch
11 modules for local calls and another set of switch modules for toll calls.

12 137. Qwest has categorically refused to allow CLECs to interconnect at access
13 tandem switches, requiring connectivity only at Qwest local tandems and end offices.
14 There are many areas, primarily in rural communities, where Qwest does not have
15 trunking from end office switches to a "local" tandem. In these areas, Qwest provides
16 only "direct final" trunks between its local switches. A direct final trunk has no overflow
17 protection capability as does an "alternate final" trunk that goes to a tandem switch.
18 When a direct final trunk is at capacity, any additional calls will experience a network
19 busy signal or recorded announcement. Typically, Qwest uses direct final trunk groups
20 for local calling in more rural areas. Rather than provide overflow trunk groups to a local
21 tandem, Qwest provides fat direct trunks between all of the switches in the local calling

³⁰ Thomas R Freeberg 8/7/00 Direct Testimony at 9.

1 area. This direct trunk design works well for Qwest, but when Qwest refuses technically
2 feasible interconnection to CLECs, this design becomes a barrier to entry.

3 138. Because of Qwest's refusal, before a CLEC can sign up its first customer
4 in the rural community, the CLEC must order direct trunking to the Qwest end office
5 serving the area. This trunking is an expensive way to reach rural customers already
6 receiving diminished service because of the lower revenue associated with such areas.
7 Furthermore, this trunking arrangement, at least in AT&T's experience, is plagued with
8 Qwest trunk capacity problems. AT&T has experienced delays in providing service to
9 new customers due to Qwest's lack of facilities or switch terminations at its rural end
10 offices. If Qwest allowed the CLEC to interconnect at the "access" tandem, there would
11 be no need for the expense and delay of trunking to the Qwest end offices. AT&T has
12 been forced to delay market entry in Qwest's region for precisely these reasons.

13 139. From an engineering perspective, there is no technically feasible reason
14 for Qwest to refuse CLECs interconnection at the access tandem. The facilities and trunk
15 terminations are identical in nature and as was described above, many of the "access"
16 tandems are merely particular switch modules on the same physical switch as the "local"
17 tandem. AT&T is interconnecting at access tandems with Qwest in other Qwest states.

18 140. Qwest has claimed that it would not allow CLEC calls to be carried on
19 trunks to the "access" tandem so that it could protect the quality of toll calls. However,
20 AT&T and Worldcom, representing a large majority of long distance callers, have both
21 advocated that Qwest allow CLECs to interconnect at any Qwest tandem. The fact is that
22 if Qwest removed the distinction between "access" and "local" tandems, consolidating

1 trunk groups for both local and toll calling, the efficiency gained would improve the
2 blocking grade of service for both local and toll calls in virtually all circumstances.
3 Qwest also has claimed that it would have problems properly billing toll traffic if access
4 tandem trunks also carried local traffic. The authorized use of a percent local usage
5 (“PLU”) factor makes Qwest’s position untenable. Other RBOCs do not seem to have
6 this problem.

7 141. Segregation of local and toll tandem functionality has proven to be quite
8 harmful to the CLECs’ efficient interconnection and entry into the local market. This
9 scheme works fine for Qwest but requires very expensive solutions for AT&T and other
10 CLECs that want to provide local service to the rural communities.

11 142. In addition to refusing interconnection at technically feasible points in its
12 network, Qwest’s policy on access tandems is discriminatory against local traffic and
13 local carriers. That is, Qwest has provided more robust trunking to the “access” tandems
14 than to its “local” tandems. Qwest engineers trunks to the “access” tandem to a higher
15 blocking standard than trunks to the “local” tandem. Since CLECs are relegated to
16 “local” tandems, CLEC calls receive the lesser grade of service.³¹

17 **2. Qwest Provides Poor Interconnection Trunk Ordering and**
18 **Provisioning Service.**
19

³¹ Qwest was ordered by the Washington Commission to allow MCI (now Worldcom) to complete local calls over the access tandem when excessive blocking or provisioning delays were experienced with trunking to the local tandem. MCIMetro Access Transmission Services v. U S WEST Communications, WUTC Docket No. UT-971063, Commission Decision and Final Order Denying U S WEST Communications, Inc. Petition to Reopen, Modifying Initial Order in Part, and Affirming in Part, February 10, 1999.

1 143. Access to timely, reliable ordering and provisioning of interconnection
2 trunks is critical for CLECs to grow their local business. When Qwest fails to provision
3 interconnection trunks in a timely, reliable manner, the CLEC and its business suffer.

4 144. In marked contrast to Mr. Freeberg's claims of compliance and the results
5 of the un-audited PID measurements he supplies, AT&T has experienced poor ordering
6 and provisioning service from Qwest. Qwest has serious problems in delivering
7 interconnection trunks within a reasonable time in some wire centers. AT&T has
8 numerous pending orders for interconnection trunks that Qwest has delayed filling
9 because of its insufficient facilities supply.

10 145. In the past year alone, AT&T has had orders that were delayed for many
11 months due to lack of facilities within the Qwest network throughout its 14 state region.

12 146. Interconnection trunking actually starts with forecasts of traffic volumes
13 and trunk quantities. Both the SGAT and most Interconnection Agreements require
14 parties to provide forecasts to each other. In AT&T's experience this exchange of
15 forecasts has, by and large, been a one-way exchange from AT&T to Qwest.

16 147. Nevertheless, CLEC forecasting is designed to give Qwest ample time to
17 order and install additional capacity as needed. Qwest clearly takes the CLEC forecasts
18 under this pretense, and then whether it actually builds to meet any projected demand or
19 does something else with them has been a subject of some debate.

20 148. In addition to forecasting, many Interconnection Agreements and the
21 SGAT require both the CLEC and Qwest to order interconnection trunks so that
22 performance levels are maintained within contract guidelines and State requirements.

1 This generally means that blocking is below 1% to 2%, depending on specific
2 requirements. I am not aware of Qwest ever ordering an interconnection trunk. Qwest
3 generally depends on the CLEC to order the trunks. This is odd behavior given that 90 %
4 of all traffic flows from Qwest to the CLEC (according to Mr. Freeberg's statements
5 under oath in the Colorado workshops).³²

6 149. The CLEC places a trunk order using the Access Service Request ("ASR")
7 that is also used for ordering access trunks and private line circuits. Once an order is
8 placed, Qwest should respond back to the CLEC with a Firm Order Confirmation
9 ("FOC"), setting the service delivery date. Generally, Qwest should provide the FOC to
10 the CLEC within 8 days of receiving an accurate ASR. When AT&T submits an
11 interconnection trunk order, AT&T's experience has been that it does not receive the
12 FOC back in a reasonable amount of time, and Qwest frequently responds with arbitrary
13 FOC service due dates that are far in the future, much longer than the standard interval.
14 When arbitrary service dates are used in the performance measurements to determine if
15 Qwest made its commitment dates, average results look very good. However, the point of
16 a service due date is to give the receiving party a good idea of when it may receive
17 service, not to provide a distant goal that is easy to make.

18 150. Given the importance of interconnection trunks, these are serious matters
19 that must be studied carefully by the Commission in evaluating Qwest trunk provisioning
20 performance for compliance with the requirements of § 271. In the recent past, Qwest

³² See, Colorado No. 97I-198T Workshop Transcript, 6/8/00 at 12, lines 1-10.

1 employed a discriminatory policy of segregating its wire centers into Gold, Silver and
2 Bronze designations. Through this designation, as reported in newspapers and the recent
3 complaint from the class action lawsuit by Qwest's retail customers, Qwest allocated its
4 resources in a preferential manner such that its high-use customers, located in Gold wire
5 centers, received preferential treatment. Regardless of whether Qwest still employs such
6 a scheme its after-effects remain and AT&T believes they may have impacted or still
7 impact Qwest's ability to timely provision some interconnection trunks for CLECs in
8 some areas.

9 151. During the appropriate data analysis workshop—which is not this
10 workshop—detailed data on trunk provisioning from Qwest should be compared with
11 data provided by AT&T and other CLECs, in an order-by-order comparison. This
12 comparison must be conducted to make sure that the parties are evaluating trunk orders in
13 the same way and to assure that Qwest is correctly reporting on the existing PIDs.
14 AT&T will present data during the ROC process interviews showing the problems it has
15 encountered with Qwest's provisioning of interconnection trunks.

16 152. Washington participants must examine all of the PIDs, including PO5,
17 OP3, OP4, OP5, and OP6 to see if Qwest is meeting requirements for interconnection
18 trunks and to see if the PIDs are capturing all of the problems that AT&T and other
19 CLECs are experiencing with ordering and provisioning of interconnection trunks.

20 153. In addition, Washington proceeding participants must examine Qwest
21 analogues to ascertain if Qwest is using the correct orders and order information to
22 evaluate parity. Further, Qwest performance for the provisioning of switched access

1 trunks, as reported by Qwest to the FCC, should be considered as another benchmark for
2 parity. For the FCC, Qwest reports average provisioning intervals for switched access
3 circuits on a state-by-state level each year. Switched access trunks use the same
4 equipment and facilities as interconnection trunks, and switched access circuits are
5 provisioned using the same ASR system. Thus switched access circuits provide a good
6 and fair comparison of the average provisioning intervals for the same type of circuits.

7 154. AT&T is hopeful that during the State's evaluation process this
8 Commission will fully explore these issues, allowing AT&T and other CLECs to present
9 their data and their analysis to compare with that which Qwest is providing after audit.
10 AT&T is further hopeful that the Commission will carefully consider the results of the
11 ROC process when it is complete and allow parties to explore and explain the results in a
12 future workshop.

13 **3. Qwest Suffers Excessive Call Blocking.**

14
15 155. Call blocking is a traffic overload that is immediately noticed by end user
16 customers. Everyone has experienced a fast busy signal or a message such as "all circuits
17 are busy at this time. Please hang up and try your call again later." Call blocking occurs
18 when all trunks that can be used to connect a call between the calling party's switch and
19 the called party's switch are full.

20 156. Generally where two switches have two possible routes, a High Use trunk
21 group ("HU") and an Alternate Final trunk group ("AF"), the originating switch first tries
22 the HU trunk. If this trunk is full, the call "overflows" to the AF trunk group. When the
23 AF trunk group is full, subsequent calls "overflow" to fast busy or a recorded message.

1 Call blocking is usually engineered to have a maximum of 1 % or 2 % in the busy hour
2 (the busiest one hour period of the day). Blocking over 2 % is generally considered
3 excessive.

4 157. To prevent excessive blocking, CLECs must be able to get sufficient
5 interconnection trunks to Qwest. **Exhibit KLW-22** represents interconnection trunking
6 between a CLEC switch and Qwest switches. When a CLEC customer (1) wants to call a
7 Qwest customer (2) the call must travel between CLEC switch C and Qwest switch U.
8 Switch C first attempts to place the call over trunk group B, the High Usage trunk group.
9 If this trunk is full, switch C attempts to place the call over trunk group A, the Alternate
10 Final trunk group to the tandem switch. If either trunk group A or trunk group C are full,
11 the call will overflow to fast busy or a recorded announcement.

12 158. This is blocking. It should be noted here that trunk groups A and B handle
13 only calls between the CLEC and Qwest. On trunk group C, calls between the CLEC and
14 Qwest are in the minority. Trunk group C is also used as the alternate final route between
15 Qwest switches U and V. If Qwest customer 2 wants to call Qwest customer 3, the call
16 would usually use trunk group D. If D is full, the call will overflow onto trunks C and E,
17 through the tandem switch. This means that to evaluate blocking between switches C and
18 U, the blocking on both trunks A and C must be evaluated. If trunk group A is not
19 overflowing calls, but trunk group C is overflowing due to excess traffic between
20 switches U and V, then CLEC calls will experience blocking. Qwest does not provide
21 routing for switch C to switch U through switch V, though such routing is technically
22 feasible.

1 159. When no direct trunks exist between a CLEC switch and a Qwest switch
2 then the tandem route is the only route. In Exhibit E, this would occur if CLEC customer
3 (1) wanted to talk with Qwest customer (3). The call must flow over trunk groups A and
4 E. Trunk group E is also used as the alternate route between Qwest switches U and V.
5 As in the example above, to evaluate blocking of calls from CLEC customers to Qwest
6 customers, and vice versa, blocking must be evaluated on both trunk groups A and E.
7 Trunk group A could have spare capacity and yet calls would still be blocked if trunk
8 group E was at capacity.

9 160. Blocking of calls bound for CLEC customers on trunk groups E and C can
10 be insidious. The CLEC has no way to determine if calls from Qwest customers (2) and
11 especially (3) are being blocked. The CLEC knows and monitors usage on trunk groups
12 A and B, but has little or no visibility to trunk groups C and E and no visibility to those
13 trunks for calls coming from Qwest customers to CLEC customers. Qwest does not
14 report blocking on trunk groups C and E to CLECs.

15 161. In the auditing and analysis of blocking in the ROC performance
16 proceeding, care must be taken to correctly evaluate blocking information. It should be
17 clear from the discussion above that simply comparing NI1 a and b with NI1 c and d will
18 not assure that blocking performance is at parity. Looking at my example above, NI1 c
19 would include blocking on trunk group C from Exhibit G. As discussed above, this trunk
20 group carries CLEC traffic, not just Qwest traffic. In addition, Qwest has very thick
21 trunk groups between their end offices (trunk group D in Exhibit G). Approximately
22 95% of Qwest's traffic flows on these trunk groups, leaving only 5% of the traffic

1 traveling on the tandem trunk groups that are subject to the blocking metrics. In contrast,
2 25% of CLEC traffic travels over the tandem trunk groups. If a tandem trunk group is
3 blocking 10% of calls to it, this blocking level will impact only 5% of Qwest's traffic
4 while impacting 25% of the CLECs traffic. The CLEC is more likely not to have a direct
5 trunk than Qwest. In this case, the CLEC traffic experiences the full blocking rate of the
6 tandem trunk.

7 **II. COLLOCATION**

8

9 **A. Definition of Collocation and Legal Obligations to Collocate.**

10

11

162. Each incumbent local exchange carrier has the duty to:

12

13

14

15

16

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47 U.S.C. § 251(c)(6).

21

163. Collocation provides the CLEC with the ability to place equipment in

22

Qwest premises to facilitate interconnection and access to unbundled network elements.

23

164. Collocation is divided into two general types: (a) physical collocation and

24

(b) virtual collocation. Generally the FCC and this Commission define physical

25

collocation as an offering by the incumbent that enables a requesting carrier to place its

26

own equipment in the premises of the incumbent for the purpose of interconnection and

1 access to unbundled network elements.³³ Virtual collocation involves an offering by the
2 incumbent that enables the requesting carrier to designate or specify the incumbent's
3 equipment to be used for interconnection or access to unbundled network elements.³⁴

4 165. The FCC stated that the "provision of collocation is an essential
5 prerequisite to demonstrating compliance with item 1 of the checklist. FCC BANY
6 Order at ¶ 66.

7 **B. Summary of Qwest's Purported Evidence of Compliance.**

8
9 166. As evidence of compliance, Qwest essentially recites the number of
10 alleged collocators, its SGAT provisions on collocation and the PIDs related thereto.

11 167. Interestingly, Qwest—through Mr. Freeberg and its SGAT—has
12 threatened to disconnect competitors' collocated switching equipment apparently in six
13 months based upon (1) Qwest's interpretation of the D.C. Circuit order (cited in full in
14 the Comments attached hereto) and (2) Qwest's retroactive application of that case.³⁵
15 Such conduct could well be a violation of the CLEC's property rights and other legal
16 rights, not to mention anti-competitive. Here again, Qwest is violating its admonition not
17 to apply new interpretations to its § 271 application.

18 **C. Analysis of Qwest's SGAT**

19

20 **1. SGAT Analysis – Definitions**

21

³³ 47 CFR § 51.5 (definition of physical collocation).

³⁴ *Id.*

³⁵ Thomas R. Freeberg 8/7/00 Direct Testimony at 35-36.

1 168. Collocation. Qwest’s definition of collocation illegally limits the premises
2 within which a collocator may place equipment. It states, in pertinent part:

3 4.12 "Collocation" is an arrangement where *space is provided in a Qwest*
4 *Wire Center* for the placement of CLEC’s equipment to be used for the
5 purpose of Interconnection or access to Qwest unbundled network elements.

6
7 SGAT at 6 (emphasis added).

8 169. The FCC has refused to limit premises for the purpose of collocation to
9 only wire centers.³⁶ It defines premises to include:

10 “Premises” refers to an incumbent LEC’s central offices and serving wire
11 centers, as well as all buildings or similar structures owned or leased by an
12 incumbent LEC that house its network facilities, and all structures that
13 house incumbent LEC facilities on public rights-of-way, including but not
14 limited to vaults containing loop concentrators or similar structures.

15
16 47 CFR § 51.5 (definition of premises); *see also*, Order on Reconsideration at ¶ 42.

17 Furthermore, the FCC—in keeping with the Act—declared that collocation is
18 appropriate where “technically feasible.” FCC First Report and Order at ¶ 574.

19 And the FCC has identified locations beyond merely the wire center as potential
20 collocation premises (e.g., controlled environmental vaults and huts, cabinets,
21 pedestals, and other remote terminals. Order on Reconsideration at ¶ 47.

22 170. AT&T proposes the following language changes to Qwest’s

23 SGAT:

24 4.12 "Collocation" is an arrangement where ~~space is provided in a Qwest~~
25 ~~Wire Center for the placement of~~ Qwest provides space in any technically
26 feasible premises for the placement of CLEC’s equipment to be used for the
27 purpose of Interconnection or access to Qwest unbundled network elements.

³⁶ FCC First Report and Order. at ¶ 573. The FCC stated “[i]n light of the 1996 Act’s procompetitive purposes, we find that a broad definition of the term ‘premises’ is appropriate in order to permit new entrants to collocate at a broad range of points under the incumbent LEC’s control.” *Id.*

1 In addition, Qwest should include a definition of premises that employs the FCC's
2 recently amended definition.³⁷

3 **2. SGAT Analysis – Collocation Provisions**

4
5 171. The collocation provisions in Qwest's SGAT are contained within Section
6 8.

7 172. Starting with Section 8.1.1 Qwest's SGAT provides:

8 8.1.1 Collocation allows for the placing of equipment owned by CLEC
9 within Qwest's Wire Center that is necessary for accessing unbundled
10 network elements (UNEs), ancillary services, and Interconnection.
11 Collocation includes the leasing to CLEC of physical space in a Qwest
12 Wire Center, as well as the use by CLEC of power; heating, ventilation
13 and air conditioning (HVAC); and cabling in Qwest's Wire Center.
14 Collocation also allows CLECs to access Interconnection Distribution
15 Frames (ICDF) for the purpose of accessing and combining unbundled
16 network elements and accessing ancillary services. There are six types
17 of Collocation available pursuant to this Agreement – Virtual, Caged
18 Physical, Shared Caged Physical, Cageless Physical, Interconnection
19 Distribution Frame, and Adjacent Collocation.

20
21 SGAT at 51.
22

23 173. This provision only allows CLECs to collocate Qwest "Wire Centers."

24 The FCC in its First Report and Order, however, stated the following:

³⁷ In the Order on Reconsideration the FCC amended its definition to read:

Premises refers to an incumbent LEC's central offices and serving wire centers; all buildings or similar structures owned, leased, or otherwise controlled by an incumbent LEC that house its network facilities; all structures that house incumbent LEC facilities on public rights-of-way, including but not limited to vaults containing loop concentrators or similar structures; and all land owned, leased, or otherwise controlled by an incumbent LEC that is adjacent to these central offices, wire centers, buildings, and structures.

1 We therefore interpret the term "premises" broadly to include LEC central
2 offices, serving wire centers and tandem offices, as well as all buildings or
3 similar structures owned or leased by the incumbent LEC that house LEC
4 network facilities. We also treat as incumbent LEC premises any
5 structures that house LEC network facilities on public rights-of-way, such
6 as vaults containing loop concentrators or similar structures.³⁸
7

8 Qwest's SGAT should not be allowed to ignore the FCC's mandate.
9

10 174. The Qwest SGAT should be modified as follows to match this
11 requirement:
12

13 8.1.1 Collocation allows for the placing of equipment ~~owned~~ by CLEC
14 within Qwest's premises, including central offices, serving wire centers
15 and tandem offices, as well as all buildings or similar structures owned or
16 leased by the incumbent LEC that house LEC network facilities and
17 adjacent facilities, where technically feasible, ~~Wire Center~~ that is
18 necessary for accessing unbundled network elements (UNEs), ancillary
19 services, ~~and~~ Interconnection. Collocation includes the leasing to
20 CLEC of physical space in a Qwest premises ~~Wire Center~~, as well as the
21 resources necessary for the operation and economical use of collocated
22 equipment, such as the use by CLEC of power; heating, ventilation and
23 air conditioning (HVAC); and cabling in Qwest's premises ~~Wire Center~~.
24 Collocation also allows CLECs to access Interconnection Distribution
25 Frames (ICDF) for the purpose of accessing and combining unbundled
26 network elements and accessing ancillary services. There are six types
27 of Collocation available pursuant to this Agreement – Virtual, Caged
28 Physical, Shared Caged Physical (including sublease collocation),
29 Cageless Physical, Interconnection Distribution Frame, and Adjacent
30 Collocation.
31

32 175. Section 8.1.1.1 and throughout the collocation section of the SGAT,
33 "premises" should replace "Wire Center" and "Central Office" where those terms are
34 used to indicate where a CLEC may collocate.

35 176. Turning to Section 8.1.1.4 describing shared physical collocation, Qwest
36 should clarify this provision to indicate that shared collocation allows for the subleasing

³⁸ FCC First Report and Order at ¶ 573.

1 of space by one CLEC from another CLEC. Therefore, this paragraph should be
2 modified as follows:

3 8.1.1.4 Shared Physical Collocation -- allows two or more CLECs to
4 share or sublease a single Collocation enclosure. Under Shared Physical
5 Collocation, one CLEC obtains a ~~Caged~~ Physical Collocation
6 arrangement from Qwest pursuant to this Agreement or an approved
7 interconnection agreement, and another CLEC, pursuant to the terms of
8 its Agreement or approved interconnection agreement, may share use of
9 that space, in accordance to terms and conditions agreed to between the
10 two CLECs. This is a sublease collocation arrangement. Shared
11 collocation may also be established through joint application by CLECs in
12 which Qwest will have a separate billing relationship with each such
13 applicant and will look to each such collocating CLEC for payment of its
14 proportionate share of the charges relating to the collocation space.
15 Qwest will prorate the charge for site conditioning and preparation
16 undertaken by Qwest to construct the shared Collocation cage or
17 condition the space for Collocation use, regardless of how many carriers
18 actually collocate in that cage, by determining the total charge for site
19 preparation and allocating that charge to a collocating CLEC (and billed
20 directly to each such CLEC) based on the percentage of the total space
21 utilized by that CLEC. Qwest shall not place unreasonable restrictions on
22 CLEC's use of a Collocation cage, such as limiting CLEC's ability to
23 contract with other CLECs to share CLEC's Collocation cage in a
24 sublease-type arrangement. In addition, if two or more CLECs who have
25 interconnection agreements with Qwest utilize a shared Collocation
26 arrangement, Qwest shall permit each CLEC to order UNEs to and
27 provision service from that shared Collocation space, regardless of which
28 CLEC was the original collocator, directly from Qwest. Qwest shall make
29 shared collocation space available in single-bay increments or their
30 equivalent.
31

32 177. In Sections 8.1.1.5 and 8.1.1.5.1 "Wire Center" must be changed to
33 "premises" in four places.

34 178. Section 8.1.1.6 on adjacent collocation should track the FCC's rule, 47
35 CFR § 51.323(k)(3). This paragraph should be modified as follows.

36 8.1.1.6 Adjacent Collocation – is available in those instances
37 where space is legitimately exhausted in a particular ~~there is insufficient~~
38 ~~space in the Qwest Wire Center~~ premises to accommodate any of the
39 other forms of collocation. Qwest shall make space available in adjacent

1 controlled environmental vaults or similar structures to the extent
2 technically feasible. Qwest shall permit CLEC to construct or otherwise
3 procure such an adjacent structure, subject only to reasonable safety and
4 maintenance requirements. Qwest must provide power and physical
5 collocation services and facilities, subject to the same nondiscrimination
6 requirements as applicable to any other physical collocation arrangement.
7 Qwest must permit CLEC to place its own equipment, including, but not
8 limited to, copper cables, coaxial cables, fiber cables, and
9 telecommunications equipment, in adjacent facilities constructed by either
10 Qwest or by CLEC itself. The specific terms and conditions for adjacent
11 collocation will be developed on an individual case basis, depending on
12 the specific needs of the CLEC and the unique nature of the available
13 adjacent space.

14
15 179. In addition, Qwest leaves terms and conditions for adjacent collocation to
16 be determined on an individual case basis. This is unacceptable. The Commissions
17 should insist that Qwest propose terms and conditions for adjacent collocation in this
18 SGAT. AT&T, therefore, proposes the following terms and conditions:

19 8.2.6 Terms and Conditions- Adjacent Collocation

20
21 8.2.6.1 Qwest shall assist CLEC in obtaining any building permits
22 or other approvals that may be necessary to construct the facility.

23
24 8.2.6.2 CLEC may construct the facility or Qwest; may construct
25 the facility on CLEC's behalf. Qwest will provide power and all
26 other physical collocation services and facilities.

27
28 8.2.6.3 After completion of construction, CLEC and Qwest will
29 complete an acceptance walkthrough of the constructed facility.
30 Exceptions that are noted during this acceptance walkthrough
31 shall be corrected by the responsible party within thirty (30) days
32 after the walkthrough.

33
34 8.2.6.4 If physical collocation space becomes available in a
35 previously exhausted Qwest structure, Qwest shall not require
36 CLEC to move, or prohibit CEC from moving its collocation
37 arrangement into the structure. Instead, Qwest shall continue to
38 allow CLEC to collocate in any adjacent controlled environmental
39 vault or similar structure that the carrier has constructed or
40 otherwise procured.

41
42 8.4.5 Ordering – Adjacent Collocation.

1 8.4.5.1 If space for physical collocation in a particular Qwest
2 Premises is not available at the time of CLEC's request, Qwest
3 shall include with its feasibility study for physical collocation called
4 for under § 8.4.3.1: (I) the feasibility of space where CLEC can
5 install a CEV, FDI or similar structure adjacent to Qwest's office
6 on Qwest property, and (ii) whether there are any restrictions on
7 this space. Qwest shall develop a quote for such premises within
8 twenty-five (25) calendar days of providing the feasibility study
9 (such quote shall at a minimum itemize the price associated with
10 the land, power, HVAC, other collocation services and any
11 existing structures available for adjacent collocation).

12
13 8.4.5.2 Qwest and CLEC shall have an initial site visit of such
14 premises within ten (10) business days after Qwest's receipt of
15 CLEC's written notification of acceptance of the quote. Qwest
16 shall, within ten (10) business days after such initial site visit,
17 provide documentation to include drawings of the physical
18 structures above and below ground.

19
20 8.4.5.3 Qwest shall deliver to CLEC the requested space on or
21 before the later of (I) forty-five (45) days from Qwest's receipt of
22 CLEC's request for collocation, (ii) thirty (30) days from the receipt
23 of CLEC's acceptance of the quote, or (iii) such other reasonable
24 date that the parties may agree upon if it is not feasible for Qwest
25 to deliver to CLEC such real estate within the foregoing intervals.
26

27 180. Section 8.2.1.1 describing the rates for collocation should not be qualified
28 as Qwest has done to limit Qwest's duty to provide collocation. To comply with §
29 251(c)(6), Qwest should modify this paragraph as follows:

30 8.2.1.1 ~~With respect to any technical requirements or performance~~
31 ~~standards specified in this Section,~~ Qwest shall provide Collocation on
32 rates, terms and conditions that are just, reasonable and non-
33 discriminatory. In addition, Qwest shall provide collocation in accordance
34 with all applicable federal and state law.

35
36 181. Turning to Section 8.2.1.2, which describes the equipment that CLECs
37 may collocate; that provision states:

38 8.2.1.2 Collocation of Switching Equipment. If CLEC seeks to
39 collocate equipment containing switching functionality within the Qwest

1 Central Office, it does so with the full understanding that Qwest is
2 appealing such collocation. If Qwest is successful in its appeal, CLEC
3 must remove all collocated equipment containing switching functionality
4 within ninety (90) days of receiving notice. This will be performed at
5 CLEC expense. CLEC will only collocate equipment that is necessary for
6 interconnection or access to unbundled network elements, regardless of
7 whether such equipment includes a switching functionality, provides
8 enhanced services capabilities, or offers other functionalities. CLEC may
9 not collocate equipment that is not necessary for either access to UNEs
10 or for interconnection, such as equipment used exclusively for switching
11 or for enhanced services. Qwest will permit Collocation of any equipment
12 required by law, unless Qwest can establish to the Commission that the
13 equipment will not be actually used by CLEC for the purpose of obtaining
14 interconnection or access to unbundled network elements. Before any
15 switching equipment is installed, CLEC must provide a written inventory
16 to Qwest of all switching equipment and how it will be used for
17 interconnection and/or access to unbundled network elements.
18

19 SGAT at 52. This section made clear Qwest's policy on the collocation of switching
20 equipment. Recently the D.C. Circuit Court of Appeals determined that the FCC's
21 definition of necessary as "used and useful" was overly broad.³⁹ The Court vacated only
22 "the offending portions of the Collocation Order" making quite clear that it did not intend
23 to "vacate the Collocation Order to the extent that it merely requires LECs to provide
24 collocation of competitors' equipment that is directly related to and thus necessary,
25 required, or indispensable to 'interconnection or access to unbundled elements.'⁴⁰
26 Furthermore, the Court specifically upheld the FCC's definition of cageless physical
27 collocation reciting the FCC's rationale as sound.⁴¹ The FCC reasoned that the
28 incumbents requiring caged collocation resulted in inefficient use of limited space.⁴²

³⁹ GTE Services Corp. v. FCC, 205 F.3d 416, 422 (D.C. Cir. 2000).

⁴⁰ Id. at 424.

⁴¹ Id.

⁴² Id.

1 182. In addition, the FCC acting on the D.C. Circuit's Order has not merely
2 concluded—as has Qwest—that switching equipment is per se equipment that violates
3 the “necessary” standard. In fact, the FCC has sought additional input on the definition
4 of necessary as well as “whether Congress intended to restrict collocators to deployment
5 of equipment that can only be used for interconnection or access to unbundled network
6 elements even if that equipment is not the most efficient for providing
7 telecommunications services.”⁴³ In any event, the Ninth Circuit has determined that the
8 Act permits state commissions to require the collocation of remote switching units
9 (“RSUs”) in ILEC premises, approving decisions by the Washington Commission
10 requiring such collocation.⁴⁴

11 183. AT&T and other CLECs may need to collocate RSUs. Qwest's dogged
12 refusal to allow the collocation of RSUs creates both inefficiency and undue expense.
13 The inefficiency plays out in both the unnecessary and wasteful use of direct circuits that
14 could otherwise be used to prevent blockage and premature trunk exhaust and the
15 wasteful unneeded interconnections created by CLECs that are not yet ready to deploy
16 those facilities but for Qwest ridiculous policy.

17 184. Furthermore, the D.C. Circuit did not declare that all collocated equipment
18 that performs a switching function “unnecessary.” Rather, the RSU in the cases of
19 collocation in rural areas is necessary, required and indispensable for the efficient
20 deployment of Qwest and CLEC facilities in the state. Moreover, the use of RSUs

⁴³ Order on Reconsideration at ¶ 77.

⁴⁴ U S West Communications v. Hamilton, 2000 WL 1335548 (9th Cir. Sept. 13, 2000); MCI Telecommunications Corporation v. U S WEST Communications, 204 F.3d 1262 (9th Cir. Mar. 2, 2000).

1 promote an important state and federal objective: they encourage the growth of local
2 telecommunications competition in rural and other locations in Washington.

3 185. Therefore, Section 8.2.1.2 should be modified to read as follows:

4 8.2.1.2 The CLEC may collocate any equipment necessary or useful for
5 interconnection or access to unbundled elements, including but not
6 limited to all types of equipment that can be necessary, required or
7 indispensable for interconnection of traffic, equipment that can be used
8 for the termination of unbundled loops and any equipment that will be
9 used to transport or trunks or facilities. CLECs will be allowed to
10 collocate RSUs that are used for accessing unbundled loops and for
11 interconnection of traffic with Qwest. Qwest shall not place any
12 limitations on the ability of the CLEC to use all features, functions and
13 capabilities of collocated equipment.

14
15 186. Sections 8.2.1.4 and 8.2.1.5 regarding demarcation points for UNEs and
16 connection between UNEs and ancillary services must be modified to provide for direct
17 connection from CLEC equipment to Qwest equipment, using the same cross connects
18 that Qwest uses for its own services, without unnecessary intermediate frames. Qwest
19 has now agreed to the appropriate configurations for access to 911/E911 and unbundled
20 signaling.

21 187. Section 8.2.1.8 refers to Qwest technical publications; Qwest has not
22 provided these publications to AT&T or the Commissions in this proceeding. In
23 particular, AT&T has not been given Qwest Technical Publications 77350, 77351, 77355
24 and 77385 for review. Qwest only provided Technical Publication 77386 to AT&T.

25 188. To perform a complete and rigorous investigation, all of these documents
26 must be reviewed to determine whether they are consistent with Qwest's SGAT and its
27 legal requirements. Rather than reference these publications, which are subject to

1 unilateral change by Qwest, the relevant portions of these technical publications should
2 be included in the SGAT, subject to CLEC comments.

3 189. Thus, this paragraph should also be modified as follows:

4 8.2.1.8 All equipment placed shall meet Network Equipment
5 Building System (NEBS) Level 1 safety standards and will be installed in
6 accordance with the safety requirements of Qwest Technical Publications
7 77350, 77351, 77355, and 77386. Qwest shall provide standard central
8 office alarming pursuant to Qwest Technical Publication 77385. Qwest
9 may not object to the collocation of equipment on the ground that the
10 equipment fails to comply with NEBS performance standards. Qwest
11 shall not impose safety or engineering requirements on CLEC that are
12 more stringent than the safety or engineering requirements Qwest
13 imposes on its own equipment that it locates in its premises.
14

15 190. Paragraph 8.2.1.9 defines Qwest's obligation to provide a requesting
16 CLEC with collocation information. This Section should further obligate Qwest to
17 respond within a certain time frame. Therefore, AT&T proposes to modify this section to
18 more closely comply with 47 CFR § 51.321(h) as follows:

19 8.2.1.9 Upon request by CLEC, Qwest will submit to a requesting CLEC,
20 within ten (10) days of such request, a report including:

- 21
22 a) available Collocation space in ~~a~~ the particular Qwest premises
23 identified by CLEC;
24 b) number of collocators;
25 c) any modifications in the use of the space since the last report; and
26 d) measures that Qwest is taking to make additional space available
27 for Collocation.
28

29 191. Section 8.2.1.10 describing collocation as offered on a first come, first
30 served basis must be modified to comply with 47 CFR §§ 51.323(f)(2) and 51.323(f)(3).

31 8.2.1.10 Collocation is offered on a first-come, first-served basis.
32 Requests for Collocation may be denied due to the lack of sufficient
33 space in a Qwest premises ~~Central Office~~ for placement of CLEC's
34 equipment. If Qwest determines that the amount of space requested by
35 CLEC for Caged Physical Collocation is not available, but a lesser

1 amount of space is available, that lesser amount of space will be offered
2 to CLEC for Caged Physical Collocation. Alternatively, CLEC will be
3 offered Cageless Physical Collocation (bay at a time), or Virtual
4 Collocation as an alternative to Caged Physical Collocation. In the event
5 the original Collocation request is not available due to lack of sufficient
6 space, and the CLEC did not specify an alternative form of Collocation on
7 the original order form, the CLEC will be required to submit a new order
8 for the CLEC's preferred alternative Collocation arrangement. If CLEC
9 identifies a second choice for collocation on its original Collocation
10 request, Qwest will determine the feasibility of the second choice in the
11 event CLEC's first choice is not available. To the extent possible, Qwest
12 shall make contiguous space available to CLEC when it seeks to expand
13 its existing collocation space. When planning renovations of existing
14 facilities or constructing or leasing new facilities, Qwest shall take into
15 account projected demand for collocation of equipment. ~~In the event that~~
16 ~~Qwest requires additional Central Office space in order to satisfy its own~~
17 ~~business needs, additional space will be taken into consideration for~~
18 ~~Collocation as well.~~
19

20 192. Turning to Section 8.2.1.11, it too must be modified to comply with 47
21 CFR § 51.321(f) and the FCC Collocation Order at ¶ 57.⁴⁵ The section should read as
22 follows:

23 8.2.1.11 If Qwest denies a request for Collocation in a Qwest premises
24 ~~Wire Center~~ due to space limitations, Qwest shall allow CLEC
25 representatives to tour the entire ~~Wire Center~~ premises escorted by
26 Qwest personnel within ten days of CLEC's receipt of the denial of space.
27 Such tour shall be without charge to CLEC. If, after the tour of the
28 premises, Qwest and CLEC disagree about whether space limitations at
29 the Qwest premises ~~Wire Center~~ make Collocation impractical, Qwest
30 and CLEC may present their arguments to the Commission.
31

32 193. Similarly, Section 8.2.1.12 should be modified to comply with 47 CFR §
33 51.321(f):

34 8.2.1.12 Qwest shall submit to the Commission, subject to any protective
35 order as the Commission may deem necessary, detailed floor plans or

⁴⁵ In the Matters of Deployment of Wireline Services Offering Advanced Telecommunications Capability, First Report and Order and Further Notice of Proposed Rulemaking, FCC 99-48, CC No. 98-147 (Released March 31, 1999) at ¶ 47 ("FCC Collocation Order").

1 diagrams of any premises where Qwest claims that physical Collocation
2 is not practical because of space limitations.
3

4 194. Section 8.2.1.13 describes Qwest's web site that lists Qwest premises
5 where collocation space is full. However, it is AT&T's experience that this web site only
6 includes information on wire centers where CLECs have requested space. Because
7 collocation premises are limited to wire centers, Qwest should enhance the web site to list
8 all wire centers and other space that could be available for collocation. Qwest's
9 collocation obligation is set forth in 47 C.F.R. 51.321(h), among other places, and it
10 requires Qwest to identify "all premises that are full" not just the premises where CLECs
11 have requested space. In addition, the word "collocation" should be inserted before the
12 word "space" at the end of the sentence.

13 195. Section 8.2.1.14 must be modified as follows to comply with 47 CFR §§
14 51.321(i) and 51.323(f)(5):

15 8.2.1.14 If a request for Collocation is denied due to a lack of space in a
16 Qwest Central Office, CLEC may request Qwest to provide a cost quote
17 for the reclamation of space and/or equipment. Quotes will be developed
18 within sixty (~~60~~30) business days including the estimated time frames for
19 the work that is required in order to satisfy the Collocation request. CLEC
20 has thirty (30) business days to accept the quote. If CLEC accepts the
21 quote, work will begin on receipt of 50% of the quoted charges and proof
22 of insurance, with the balance due on completion. Notwithstanding the
23 foregoing, Qwest shall perform the following at its expense:

24
25 8.2.1.14.1 Qwest shall, upon request by CLEC, remove
26 obsolete unused equipment from its premises to increase the amount of
27 space available for collocation and;
28

29 8.2.1.14.2 Qwest shall relinquish any space held for future use
30 before denying a request for virtual collocation on the grounds of space
31 limitations, unless Qwest proves to the Commission that virtual
32 collocation at that point is not technically feasible.
33

1 196. Section 8.2.1.17 requires CLEC equipment and installations to meet
2 earthquake rating requirements. CLEC equipment and installations should only be
3 required to meet standards that Qwest equipment and installations meet as required in 47
4 CFR § 51.323(b). Paragraph 8.2.1.17 should be modified as follows:

5 8.2.1.17 All equipment and installation shall meet earthquake rating
6 requirements comparable to and to the same extent that Qwest
7 equipment and installations meet earthquake rating requirements.

8
9 197. Paragraph 8.2.1.18 discusses what appear to be dire consequences for
10 CLEC violations of Qwest rules. It states:

11 8.2.1.18 Qwest will review the security requirements, issue keys, ID
12 cards and explain the access control processes to CLEC. The access
13 control process includes but is not limited to the requirement that all
14 CLEC approved personnel are subject to *trespass violations* if they are
15 found outside of designated and approved areas or if they provide access
16 to *unauthorized individuals*.

17
18 SGAT at 56 (emphasis added).

19 198. This paragraph does not define “trespass violations” or “unauthorized
20 individuals.” Qwest should clarify these terms. Moreover, the extremely subjective and
21 unknown definition of “designated and approved areas” leaves CLEC personnel at the
22 whim and mercy of Qwest’s ill-defined parameters. Furthermore, there is no similar
23 “trespass” provision that applies to Qwest’s personnel. For example, a physically
24 collocated CLEC should be able to prevent unauthorized Qwest personnel from entering
25 its caged space or perhaps from touching or otherwise disturbing its cageless collocated
26 equipment. Qwest should add a provision defining clearly when its personnel are

1 committing trespass against the CLEC property or leased space within the collocation
2 space.⁴⁶

3 199. If the Section is not deleted altogether, Qwest should at least add the
4 following sentence, from the FCC Collocation Order at ¶ 47,⁴⁷ to this Section:

5
6 Qwest may impose reasonable security arrangements on CLEC, but shall
7 not impose security arrangements that are more stringent than the
8 security arrangements that Qwest maintains at its own premises either for
9 its own employees or for authorized contractors.

10

11 In addition to adding this sentence, Qwest should disclose whether its personnel are
12 subject to “trespass violations” and it should further reveal the security measures that
13 its personnel are subject to on a day-to-day basis. Moreover, Qwest should consider
14 when its representatives trespass against collocated CLECs.

15 200. A similar Section, Section 8.2.1.19 should be modified to incorporate FCC
16 language from FCC collocation order paragraph 49 which calls for access to basic
17 facilities such as restroom facilities and parking. 47 CFR § 51.323(i) does not permit
18 Qwest to require an escort. This modification is as follows:

19 8.2.1.19 Qwest shall provide access to CLEC’s collocated equipment
20 and existing eyewash stations, bathrooms, and drinking water within the
21 Central Office Qwest premises on a twenty-four (24) hours per day, seven
22 (7) days per week basis for CLEC personnel and its designated agents.
23 Such access shall be permitted without requiring either a security escort
24 of any kind or delaying a competitor’s employee’s entry into Qwest
25 premises. Qwest shall provide CLEC with access to other basic facilities
26 while CLEC is at the Qwest premises, including parking.

⁴⁶ In addition to protecting CLEC equipment and space from trespass, Qwest should provide notice and an opportunity for a CLEC representative to be present at any “random audit” of CLEC collocated equipment. See Section 8.2.3.10 for the random audit description.

⁴⁷ Id at ¶ 47.

1 201. In Section 8.2.1.23 Qwest states:

2 8.2.1.23 Qwest shall provide, at the request of CLEC, the fiber,
3 coax or copper cable connection between the CLEC's equipment in its
4 collocated spaces to the collocated equipment of another CLEC located
5 in the same *Qwest Wire Center*. Alternatively, CLEC may construct its
6 own connection, using copper, coax or optical fiber equipment, between
7 the CLEC's equipment and that of another CLEC utilizing an Qwest-
8 approved vendor. CLEC may place its own fiber, coax or copper cable
9 connecting facilities outside of the actual physical Collocation space,
10 subject only to reasonable safety limitations.

11
12 SGAT at 55 (emphasis added). The words “Qwest Wire Center” should be replaced by
13 the word “premises.”

14 202. Sections 8.2.1.25 and 8.2.1.26 should be made consistent with Qwest's
15 policy on direct connection. Specifically, in 8.2.1.25 the clause “without direct access to
16 the COSMIC TM or MDF” should be deleted. In paragraph 8.2.1.26, the reference to the
17 BFR process should be removed as Qwest has agreed to standard methods for direct
18 connection to most types of Qwest cross connect frames and other equipment.

19 203. Section 8.2.1.27 describes the CLEC's right to subcontract for
20 construction of physical collocation. This Section should be modified to allow for a
21 simple conversion from virtual collocation to cageless collocation. CLECs should not
22 have to suffer the unnecessary delay to go through the BFR process for a rather simple
23 conversion from virtual collocation to cageless collocation. This conversion is a simple
24 process of turning over responsibility for the equipment back to the CLEC, providing the
25 CLEC with access to the premises, and adjusting the billing information. This
26 conversion can be accomplished in fewer than thirty days.

1 204. AT&T proposes adding Sections 8.2.1.28 and 8.2.1.29 on subcontracting
2 for physical collocation construction. These Sections should read:

3 8.2.1.28 Qwest shall permit CLEC to subcontract the construction and
4 build-out of physical collocation arrangements with contractors approved
5 by Qwest which approval shall not be unreasonably withheld. CLEC is not
6 required to use Qwest or Qwest contracted personnel for the engineering
7 and installation of CLEC's collocated equipment. Approval of such CLEC
8 employees, vendors, or subcontractors by Qwest shall be based on the
9 same criteria that Qwest uses in approving contractors for its own
10 purposes.

11
12 8.2.1.29 Qwest will provide CLEC with written notification at least five (5)
13 business days before any scheduled non-emergency AC or DC power
14 work or related activity in the collocated facility that may cause any type
15 of power disruption to CLEC equipment located in the Qwest facility. In
16 addition, Qwest will use diligent efforts to notify CLEC by telephone of (a)
17 general power outages as soon as Qwest becomes aware that an outage
18 is to take place or has occurred and (b) any emergency power activity
19 that would impact CLEC equipment no later than thirty (30) minutes after
20 such activity commences. Finally, Qwest shall immediately notify CLEC if
21 an alarm condition exists with respect to the monitoring of power that
22 poses a material risk to the continued operation of CLEC equipment or if
23 backup power has been engaged for any power supporting CLEC
24 equipment.

25
26 205. Turning to Section 8.2.2.1, it should be modified as follows to reflect the
27 standards set forth in 47 C.F.R. § 51.323(e):

28 8.2.2.1 Qwest is responsible for installing and maintaining Virtual
29 Collocated equipment for the purpose of Interconnection or to access
30 unbundled loops, ancillary and finished services. When providing virtual
31 collocation, Qwest shall, at a minimum, install, maintain, and repair
32 collocated equipment within the same time periods and with failure rates
33 that are no greater than those that apply to the performance of similar
34 functions for comparable equipment of Qwest itself.

35
36
37 206. In Sections 8.2.2.2, 8.2.2.3, 8.2.3.2, 8.2.3.4 describing virtual collocation
38 on page 58 of the SGAT should all have the words "Wire Center" stricken and replaced
39 by the word "premises".

1 207. Section 8.2.2.5 should be modified as follows to more closely comply with
2 FCC orders regarding parity and compliance with NEBS 1 safety requirements and 47
3 C.F.R. § 51.323(b):

4 8.2.2.5 CLEC's virtual collocated equipment must comply with the
5 Bellcore Network Equipment Building System (NEBS) Generic Equipment
6 Requirements TR-NWT-000063 with regard to safety only, Qwest Wire
7 Center environmental and transmission standards and any statutory
8 (local, state or federal) and/or regulatory requirements in effect at the time
9 of equipment installation or that subsequently become effective. CLEC
10 shall provide Qwest interface specifications (e.g., electrical, functional,
11 physical and software) of CLEC's virtual collocated equipment. Such
12 safety and engineering standards shall apply to CLEC equipment only to
13 the degree that they apply to Qwest equipment located in its premises.
14

15 208. In Section 8.2.3.3 Qwest imposes a usage requirement that has no basis in
16 FCC or state Commission orders. While AT&T agrees with Qwest that all Qwest
17 premises should be used efficiently, Qwest as a competitor should not unilaterally
18 determine when a CLEC is efficiently using space. Efficient use is the responsibility of
19 both parties. The paragraph should be changed as follows:

20 8.2.3.3 The maximum standard leasable amount of floor space for
21 Caged Physical Collocation is 400 square feet. Requests greater than
22 400 square feet will be considered by Qwest on an individual case basis.
23 Within twelve (12) months of the actual Ready For Service date or the
24 projected Ready for Service date, whichever is later, CLEC must
25 commence efficiently use of the leased space; Both CLEC and Qwest
26 shall efficiently use space in Qwest premises that is being used, or may
27 be used, for collocation. ~~no more than 50% of the floor space may be~~
28 ~~used for storage cabinets and work surfaces.~~
29

30 209. In Section 8.2.3.5, AT&T must have the opportunity to review Qwest
31 Technical Publication 77350 for consistency with Qwest SGAT policy and FCC orders.

32 210. Section 8.2.3.6, states:

1 8.2.3.6 CLEC *owns* and is responsible for the installation, maintenance
2 and repair of its transmission equipment located within the physically
3 collocated space leased from Qwest.
4

5 SGAT at 57 (emphasis added). The reference to “owns” should be changed to “owns or
6 leases.” Neither the Act nor the FCC require that a CLEC “own” its collocated
7 equipment.

8 211. In Paragraph 8.2.3.7 Qwest discusses a timeframe for installation of CLEC
9 equipment in collocated space. There is a bulletin from the USW web site that describes
10 “early access to collocation” so collocators can install their equipment before Qwest work
11 is done [www.uswest.com/wholesale/notification/collo/cb-vol11-isu2.html]. This concept
12 should be built into paragraph 8.2.3.7 in the following manner:

13 8.2.3.7 CLEC must use leased space and begin installation of
14 telecommunications equipment within sixty (60) days of the actual Ready
15 for Service date or the projected Ready for Service date, whichever is
16 later, and may not warehouse space for later use. Qwest shall permit
17 CLEC to commence installation of its equipment prior to completion of
18 Qwest’s work preparing the collocation space, at no additional charge to
19 CLEC. Such “early access” by CLEC shall not interfere with the work
20 remaining to be performed by Qwest.
21

22
23 212. In Section 8.2.3.9, the terms “unsafe” and “non-standard” are vague. The
24 NEBS standards should provide sufficient detail to cover legitimate issues Qwest has
25 with safety and standards. This paragraph should be modified as follows:

26 8.2.3.9 If, during installation, Qwest determines CLEC activities or
27 equipment do not comply with the NEBS level 1 safety standards listed in
28 this Section or are ~~otherwise unsafe, non-standard or~~ in violation of any
29 applicable laws or regulations, all equally applied to Qwest, Qwest has
30 the right to stop all Collocation work until the situation is remedied. If
31 such conditions pose an immediate threat to the safety of Qwest
32 employees, interfere with the performance of Qwest’s service obligations,
33 or pose an immediate threat to the physical integrity of the conduit
34 system, cable facilities or other equipment in the Central Office, Qwest

1 may perform such work and/or take action as is reasonably necessary to
2 correct the condition at CLEC's expense. In the event that CLEC
3 disputes any action Qwest seeks to take or has taken pursuant to this
4 provision, CLEC may pursue immediate resolution by the Commission or
5 a court of competent jurisdiction.

6
7
8 213. Section 8.2.3.10 gives Qwest the right to unilaterally remove CLEC
9 equipment. While Qwest's concerns about proper installation and operation of
10 equipment, for all parties, is shared by AT&T, the SGAT should contain more equitable
11 language. AT&T proposes the following modification:

12 8.2.3.10 All equipment placed will be subject to random audits
13 conducted by Qwest. These audits will determine whether the equipment
14 meets the standards required by this Agreement. CLEC will be notified of
15 the results of this audit. If, at any time, pursuant to a random audit or
16 otherwise, Qwest determines that the equipment or the installation does
17 not meet Qwest technical requirements, the parties shall seek to resolve
18 Qwest's concerns through negotiation. If the parties are unable to
19 negotiate a resolution within thirty (30) days, either party may seek
20 resolution directly from the Commission. In the event the Commission
21 determines that CLEC must perform removal, modification, or installation
22 to bring its equipment into compliance, CLEC will be responsible for the
23 associated costs. If Qwest damages CLEC equipment or interrupts
24 CLEC service as a result of the audits Qwest performs, Qwest shall be
25 responsible for all associated damages. ~~associated with the removal,~~
26 ~~modification to, or installation of the equipment to being it into~~
27 ~~compliance. If CLEC fails to correct any non-compliance within fifteen~~
28 ~~(15) calendar days or written notice of non-compliance, US WEST may~~
29 ~~have the equipment removed or the condition corrected at the CLEC's~~
30 ~~expense.~~

31
32 214. In Section 8.2.3.12, Qwest provides:

33 8.2.3.12 For Caged Physical Collocation, CLEC's leased floor
34 space will be separated from other CLECs and Qwest space through a
35 cage enclosure. Qwest will construct the cage enclosure or CLEC may
36 choose from Qwest approved contractors to construct the cage in

1 accordance with the technical publications listed below. All CLEC
2 equipment placed will meet NEBS standards, and will comply with any
3 local, state, or federal regulatory requirements in effect at the time of
4 equipment installation or that subsequently become effective. These two
5 Qwest Technical Publications must be in the possession of CLEC and its
6 agents at the site during all work activities.

7 SGAT at 58.

8 215. In this section the “NEBS standards” should be replaced by “NEBS 1
9 safety standards.” In addition, the last sentence in this paragraph refers to “two Qwest
10 Technical Publications” without specifying which publications. This should either be
11 removed or the correct publication references inserted and AT&T provided with copies
12 for review.

13 216. Section 8.2.3.13 is unclear. It does not adequately define what the “Qwest
14 Space Reclamation Policy” refers to. If such a policy exists, Qwest must provide it to
15 CLECs, and this Commission for review. Other necessary modifications to this
16 paragraph are as follows:

17 8.2.3.13 For Cageless Physical Collocation, the minimum square
18 footage is 9 square feet per bay. Requests for multiple bay space will be
19 provided in adjacent bays where possible. When contiguous space is not
20 available, bays may be commingled with other CLECs' or Qwest's
21 equipment bays. CLEC may request, through the Qwest Space
22 Reclamation Policy, a price quote to rearrange Qwest or CLEC
23 equipment to provide CLEC with adjacent space.

24
25 Furthermore, the minimum space limitation is not appropriate and should be deleted. The
26 FCC has stated that “our collocation rules apply to collocation at any technically

1 feasible point, from the largest central office to the most compact FDI.”⁴⁸ The FCC’s
2 most recent order also suggests that Qwest’s 9 square foot minimum is in appropriate.⁴⁹

3 217. In Section 8.2.4.1 a sentence should be added to paragraph 8.2.4.1 to allow
4 for other technological options such as microwave, wireless or as yet undefined
5 technology.

6 218. For the reasons repeatedly outlined above, Section 8.2.4.2 should be
7 modified as follows:

8 8.2.4.2 Collocation Fiber Entrance Facilities. Qwest offers three
9 Fiber Collocation Entrance Facility options – Standard Fiber Entrance
10 Facility, Cross-Connect Fiber Entrance Facility, and Express Fiber
11 Entrance Facilities. These options apply to Caged and Cageless Physical
12 Collocation and Virtual Collocation. Fiber Entrance Facilities provide the
13 connectivity between CLEC’s collocated equipment within the Qwest
14 ~~premises central office~~ and a C-POI outside the Qwest ~~premises central~~
15 ~~office~~ where CLEC shall terminate its fiber-optic facility.

16
17 219. Section 8.2.4.3 does not allow for the new “express connect” option. This
18 paragraph should be modified as follows:

19 8.2.4.3 CLEC is responsible for providing its own fiber facilities to
20 the Collocation Point of Interconnection (C-POI) outside Qwest’s Central
21 Office. Qwest will extend the fiber cable from the C-POI to a Fiber
22 Distribution Panel (FDP). Additional fiber, conduit and associated riser
23 structure will then be provided by Qwest from the FDP to continue the run
24 to CLEC’s leased Collocation space (Caged or Cageless Physical
25 Collocation) or CLEC’s equipment (Virtual Collocation). The Qwest
26 provided facility from the C-POI to the leased Collocation space (Physical
27 Collocation) or CLEC equipment (Virtual Collocation) shall be considered
28 the Collocation Fiber Entrance Facility. The preceding provisions do not
29 apply to Express Fiber Entrance Facility which provides that CLEC fiber
30 will be pulled to the CLEC collocation equipment without splices or
31 termination on a FDP.

⁴⁸ In the Matter of Implementation of the Local Competition Provisions of the Telecommunications Act of 1996, Third Report and Order and Fourth Further Notice of Proposed Rulemaking, CC Docket No. 96-98, FCC 99-238 (Released Nov. 5, 1999) at ¶ 221.

⁴⁹ Order on Reconsideration at ¶ 47; *see also*, the second NOPR on collocations in half bays and racks in the Order on Reconsideration.

1 220. Section 8.2.4.3.2 should be modified as follows:
2

3 8.2.4.3.2 Cross-connect Fiber Entrance Facility -- The cross-connect
4 fiber entrance facility provides fiber connectivity between CLEC's fiber
5 facilities delivered to a C-POI and multiple locations within the Qwest
6 ~~premises Wire Center~~. CLEC's fiber cable is spliced into a Qwest
7 provided shared fiber entrance cable in 12 fiber increments. The Qwest
8 fiber cable consists of six buffer tubes containing 12 fibers each for a 72
9 fiber cable. The 72 fiber cable terminates in a fiber distribution panel.
10 This fiber distribution panel provides test access and flexibility for cross
11 connection to a second fiber distribution panel. Fiber interconnection
12 cables in 4 and 12 fiber options connect the second fiber distribution
13 panel and equipment locations in the ~~Wire Center~~ Qwest premises. This
14 option has the ability to serve multiple locations or pieces of equipment
15 within the ~~office~~ Qwest premises. This option provides maximum
16 flexibility in distributing fibers within the central office and readily supports
17 Virtual and Cageless Physical Collocation and multiple CLEC locations in
18 the office. This option also supports transitions from one form of
19 Collocation to another.
20

21 221. Section 8.2.4.6 must be modified to include language from 47 C.F.R. §§

22 51.323(d)(1) and (2) as shown below:

23 8.2.4.6 Qwest shall provide an interconnection point or points,
24 physically accessible by both Qwest and CLEC, at which the fiber optic
25 cable carrying CLEC's circuits can enter Qwest's premises, provided that
26 Qwest shall designate interconnection points as close as reasonably
27 possible to its premises. Qwest shall provide at least two such
28 interconnection points at each Qwest premises~~Dual entry into a Qwest~~
29 ~~Wire Center will be provided only~~ when at least two entry points for
30 Qwest's cable facilities pre-exist and duct space is available. Qwest will
31 not initiate construction of a second, separate Collocation entrance facility
32 solely for Collocation. If Qwest requires a Collocation entrance facility for
33 its own use, then the needs of CLEC will also be taken into consideration.
34

35 222. As before, in Sections 8.2.4.7, 8.2.4.8, and 8.2.5.1, "Wire Center,"

36 "Serving Wire Center", and "Wire Center, respectively, should be replaced by

37 "premises."

38 223. Section 8.3.1.4 does not adequately address Express Fiber Entrance

39 Facility. This paragraph should be changed as follows:

1 8.3.1.4 Collocation Entrance Facility Charge. Provides for the
2 fiber optic cable (in increments of 12 fibers) from the C-POI utilizing
3 Qwest owned, conventional single mode type of fiber optic cable to the
4 collocated equipment (for Virtual Collocation) or to the leased space (for
5 Caged or Cageless Physical Collocation). The Collocation entrance
6 facility includes manhole, conduit/innerduct, placement of
7 conduit/innerduct, fiber cable, fiber placement, splice case, a splice
8 frame, fiber distribution panel, and relay rack. Charges apply per fiber
9 pair. Express Fiber Entrance Facility does not include fiber cable, splice
10 case, a splice frame, fiber distribution panel or relay rack.

11
12 Furthermore, the reasonableness or lack thereof of “charges apply per fiber pair”
13 probably ought to be consider in cost dockets on the SGAT prices.

14 224. Section 8.3.1.11 must be modified to accommodate direct connection of
15 CLEC equipment to Qwest equipment without an intervening ICDF (or SPOT frame).

16 The paragraph should be modified as follows:

17 A) Terminations are purchased by a CLEC to connect their Caged or
18 Cageless Collocation to the ICDF, or to other Qwest frames, for the
19 purpose of accessing unbundled network elements. This element
20 includes Qwest’s provided termination blocks, installation labor between
21 the CLEC collocated equipment and the appropriate cross connect
22 device. Cabling is also required and may be provided by the CLEC or at
23 their request. Qwest will provide cabling at an additional charge. When
24 Qwest provides the cabling, Collocation Block Termination rates will apply
25 as contained in Exhibit A of this Agreement. When CLEC provides the
26 cabling, Collocation Termination rates, on a per termination basis, will
27 apply as contained in Exhibit A of this Agreement.

28
29 225. Again in Sections 8.3.2.6 and 8.3.3.2, “Wire Center” should be changed to
30 “premises.”

31 226. Similarly, in Sections 8.3.3.4 “central office” should be replaced with
32 “Qwest premises.”

33 227. Likewise, Section 8.4.3.1 requires that the “Wire Center” reference should
34 be changed to “Qwest premises.”

1 228. In Section 8.4.1.2 on ordering collocation, Qwest is forcing the CLEC to
2 pay additional fees and possibly endure delays as a result of any change in the initial
3 collocation order. There should be a materiality standard that ensures that minor changes
4 can be accommodated, as needed by both parties, without going through the same level of
5 process entailed in the initial order. For example, the decision to go from 6 110V AC
6 outlets in a cage to 3 outlets. Or if Qwest, due to physical constraints that were
7 unexpected in overhead wiring harnesses, needs to request the CLEC to make a small
8 alteration in the design. The paragraph as written does not take into account reasonable
9 business practices.

10 229. For order virtual collocation, in Section 8.4.2.2 the defined intervals are
11 too long. In virtual collocation, there is no cage construction, DC power cable runs,
12 HVAC upgrade or other time consuming requirements. Thirty days for installation of
13 equipment should be sufficient and 10 days to swap line cards. A similar time period
14 should apply to cageless collocation as well.

15 230. AT&T has added a sentence to Section 8.4.3.1 to give CLECs some
16 protection that space under consideration by one CLEC is not lost during evaluation.
17 Qwest has a similar language in Section 8.4.2.2, so AT&T's suggestion should not be
18 objectionable to Qwest. The Section should be modified as follows:

19 8.4.3.1 Upon receipt of a Collocation Order Form and QPF, Qwest
20 will perform a feasibility study to determine if adequate space and power
21 can be found for the placement and operation of CLEC's equipment within
22 the Central Office. The feasibility study will be provided within ten (10)
23 calendar days from date of receipt of the QPF. If Collocation entrance
24 facilities and office space are found to be available, Qwest will develop a
25 quote for the supporting structure within twenty-five (25) calendar days of
26 providing the feasibility study. Physical Collocation price quotes will be

1 honored for thirty (30) calendar days from the date the quote is provided.
2 During this period the collocation entrance facility and space is reserved
3 pending CLEC's approval of the quoted charges. Upon receipt of the
4 signed quote, 50% down and proof of insurance, space will be reserved
5 and construction by Qwest will begin. When space and power
6 requirements are available, the leased space (including the cage for
7 Caged Physical Collocation) will be available to CLEC for placement of its
8 equipment within ninety (90) calendar days of receipt of the 50% down
9 payment. Depending on specific ~~Wire Center~~ Qwest premises conditions,
10 shorter intervals may be available. Final payment is due upon completion
11 of work.
12

13 In addition to the modifications noted above, Qwest should also modify this section
14 further to conform to the FCC's recently released physical collocation intervals that
15 require physical collocation to be accomplished within 90 calendar days from the date of
16 the complete application.⁵⁰ As proposed, Qwest's SGAT clearly does not accomplish this
17 interval, and as a consequence, it hinders competition.⁵¹

18 231. Section 8.4.4 on collocation of Interconnection Distribution Frames must
19 also be modified to conform to the FCC's newly announced physical collocation
20 intervals.⁵²

21 232. Section 8.6.1.3 describing failure of virtual collocation equipment requires
22 better protection for CLEC interests and greater action on Qwest's part. This paragraph
23 should be modified as follows:

24 8.6.1.3 Upon failure of CLEC's virtually collocated equipment,
25 Qwest will promptly notify CLEC of such failure and the corrective action
26 that is needed. Qwest will repair such equipment within the same time
27 periods and with failure rates that are no greater than those that apply to
28 the performance of similar functions for comparable equipment of Qwest.
29 CLEC is responsible for transportation and delivery of maintenance
30 spares to Qwest at the Qwest premises ~~Wire Center~~ housing the failed

⁵⁰ Order on Reconsideration at ¶¶ 28 & 36 (requiring SGAT amendments); *see also*, 47 CFR § 51323.

⁵¹ Id.

⁵² Id.

1 equipment. CLEC is responsible for purchasing and maintaining a supply
2 of spares.
3

4
5 233. Section 8.6.3 states:

6 8.6.3.1 CLEC is responsible for block and jumper inventory and
7 maintenance at the Interconnection Distribution Frame and using correct
8 procedures to dress and terminate jumpers on the ICDF, including using
9 fanning strips, retaining rings, and having jumper wire on hand, as
10 needed. Additionally, CLEC is required to provide its own tools for such
11 operations.
12

13 SGAT at 68.

14 234. It places all responsibility for ICDF maintenance on the CLEC. Qwest has
15 maintained in other proceedings that Qwest has responsibility on the “horizontal side” of
16 the ICDF. Qwest should resubmit this Section providing greater clarity about the roles
17 and responsibilities associated with use of the ICDF.

18 **D. Analysis of Qwest’s Alleged Compliance with § 271 Checklist in Light**
19 **of AT&T’s Experience.**
20

21 235. From the first days of the Act, AT&T has had difficulty with Qwest policy
22 and practice for collocation. Aside from the excessive cost, the constantly changing
23 policies and numerous restrictive details, Qwest’s prohibition on the collocation of some
24 equipment needed for collocation has been a constant problem for AT&T. For example,
25 the collocation of RSUs is essential for efficient market entry and network engineering.
26 The RSU is the only piece of equipment that will provide both interconnection and access
27 to unbundled elements. The RSU utilizes precious collocation space in the most efficient
28 manner and it is the most cost-effective device for interconnection and access to
29 unbundled elements. Qwest’s prohibition will only serve to slow CLEC market entry,

1 particularly in rural areas. There is no technical reason for not allowing RSU collocation.
2 In fact, Qwest itself employs RSUs in many offices throughout its network.

3 236. Qwest has refused to permit collocation at locations other than wire
4 centers. The Qwest SGAT is replete with paragraphs that restrict CLEC collocation to
5 wire centers and do not allow collocation in the variety of technically feasible premises
6 required by the FCC.

7 237. Finally, while Qwest now claims that it does not require interconnection
8 with CLECs through intermediate frames, such as Single Point of Termination (“SPOT”)
9 or ICDF frames, AT&T’s on-site investigation has revealed that Qwest has not
10 implemented such policy. AT&T has discovered that its interconnection trunks, UNEs
11 and other services are all running through SPOT or ICDF frames. Thus, while Qwest
12 claims compliance, its actions show otherwise.

13 **III. RESALE**

14 **A. Definition of Resale and Legal Obligations.**

15 238. Section 271(c)(2)(B)(xiv) of the Act requires Qwest to make
16 “telecommunications services ... available for resale in accordance with the requirements
17 of §§ 251(c)(4) and 252(d)(3).”⁵³

18 239. Section 251(c)(4) of the Act requires Qwest “to offer for resale at
19 wholesale rates any telecommunications service that the carrier provides at retail to
20 subscribers who are not telecommunications carriers.”⁵⁴ “This Section prohibits
21
22

⁵³ 47 U.S.C. § 271(c)(2)(B)(xiv).

⁵⁴ 47 U.S.C. §251(c)(4)(A).

1 ‘unreasonable or discriminatory conditions or limitations’ on” resold services.⁵⁵ In fact,
2 restrictions are presumed to be unreasonable unless Qwest proves to the Commission that
3 the restriction is reasonable and non-discriminatory.⁵⁶

4 240. Section 252(d)(3) requires state commissions to determine wholesale rates
5 that on the basis of retail rates less costs attributable to marketing, billing, collection and
6 other avoided costs.⁵⁷

7 **B. Summary of Qwest’s Purported Evidence.**

8
9 241. In the Testimony of Qwest witness, Lori Simpson, she claims that Qwest
10 meets its resale obligations in Washington.⁵⁸

11 242. Again as purported evidence of compliance, Qwest cites to a “volume” of
12 resold services in Washington.⁵⁹ Citing over 31,000 resold lines to 28 active reseller
13 CLECs, clearly Qwest provides a relatively small amount of resold services in
14 Washington.⁶⁰ In addition, Ms. Simpson discusses Qwest reseller training efforts, she
15 provides the relevant ROC PID definitions and some un-audited measurements under
16 those PIDs. Un-audited data should not be relied upon by any Commission.

17 **C. Analysis of Qwest’s SGAT.**

18
19 **1. SGAT Analysis – Resale Provisions**
20

⁵⁵ Id.

⁵⁶ 47 USC § 251 (c)(4)(B); 47 CFR § 51.613-617.

⁵⁷ 47 U.S.C. § 252(d)(3).

⁵⁸ Lori A. Simpson 8/7/00 Testimony at 1.

⁵⁹ Id. at 9.

⁶⁰ Id.

1 243. Qwest's resale obligations are contained in Section 6 of the SGAT.

2 244. Section 6.1.1 provides a description of Qwest's resale obligation in
3 general. AT&T has two primary concerns with the language in this section: (a) it is
4 slightly inconsistent with the § 251(c)(4) of the Act, and (b) it appears to limit the resale
5 obligation to only those products identified in Qwest's tariff. Neither the Act nor the
6 FCC limit resale to only "tariffed" products. While tariffs are certainly a good guide to
7 any carriers' product offerings, most carriers offer service through contracts and by other
8 means. In addition, some states have or may contemplate "de-tariffing" and hence the
9 product offerings in those states would appear in other sources. Further, the tariffs
10 contain their own terms and conditions that may not mirror this SGAT. The Section
11 should be modified as follows:

12 6.1.1 Qwest shall offer for resale at wholesale rates any
13 Telecommunications Service that it provides at retail to subscribers who
14 are not Telecommunication Carriers, subject to the terms and conditions
15 of this Section. All Qwest retail telecommunications services are
16 available for resale from Qwest pursuant to the Act and will include terms
17 and conditions (except prices) in Qwest's applicable product Tariffs or
18 other offerings. To the extent, however, that a conflict arises between the
19 tariff terms and conditions, contract service arrangements and this SGAT,
20 the SGAT shall be controlling.

21
22 245. Turning to Section 6.1.2, Qwest is inappropriately and unilaterally
23 describing the resale obligations of the CLEC that employs the SGAT. While CLECs do
24 have an obligation to resell their services, Qwest should not be defining those obligations
25 for the CLEC because their obligation does not mirror that of the incumbent. Rather,
26 Qwest's SGAT—because it is not a negotiated agreement with any CLEC in particular or

1 as such under the Act⁶¹—it should outline Qwest's resale obligation, and Qwest should
2 negotiate with the CLECs independent of the SGAT for resale requirements. Thus,
3 AT&T recommends deleting Section 6.1.2 completely.

4 246. Section 6.1.3 places restrictions on the resale of certain Qwest services. It
5 provides:

6 6.1.3 Certain Qwest services are not available for resale under this
7 Agreement, as noted in Section 6.2. The applicable discounts for
8 services available for resale are identified in Exhibit A.
9

10 SGAT at 26. The legal presumption is that this restriction is unreasonable and
11 discriminatory unless Qwest proves otherwise. Based upon the Affidavits, Qwest has not
12 met its burden. AT&T will address these and other restrictions in the discussion that
13 follows.

14 247. As in other sections of the SGAT, Section 6.2.1 incorporates by reference
15 Qwest's training procedures, which include manuals and other material. Without
16 supplying the referenced material, neither the Commission nor the CLECs can judge
17 whether these materials are consistent with Qwest's obligations or whether they
18 undermine Qwest's claims of compliance. AT&T recommends that Qwest produce this
19 material for examination.

20 248. Section 6.2.2, a paragraph describing terms and conditions of resale,
21 creates—as written—some confusion as to whether Qwest is attempting to limit its resale
22 obligation by listing some services as opposed to simply using the term
23 “Telecommunications Services.” Furthermore, this Section appears to be attempting to

⁶¹ 47 U.S.C. § 252(f).

1 recite the legal obligation not to resell services across customer classes, but as written, it
2 actually limits more.⁶² The paragraph should be modified as follows:

3 6.2.2 Basic Exchange Telecommunications Service, Basic Exchange
4 Features, Private Line Service, Frame Relay Service and IntraLATA Toll
5 may be resold ~~only for their intended or disclosed use and~~ only to the
6 same class of end user to which Qwest sells such services (e.g.,
7 residence service may not be resold to business end users). ~~Service~~
8 ~~provided directly to CLEC for its own use and not resold to end users,~~
9 ~~such as administrative services, must be identified by CLEC, and CLEC~~
10 ~~must pay the full retail rates and prices for such services.~~

11
12 249. The last sentences appear to be requiring CLECs to pay an LSR fee.

13 Because the need for and the scope of this “obligation” is unclear, it should be deleted.

14 250. Subsection 6.2.2.1 should more closely follow the language of Qwest’s

15 legal obligation, its should be modified to read:

16 6.2.2.1 Promotional offerings of ninety (90) days or less are
17 available for resale. Such promotions are available for resale under the
18 same terms and conditions that are available to retail end-users, with no
19 wholesale discount. However, if such promotional offerings are on a
20 consecutive basis, the wholesale discount shall be applied.

21 251. Section 6.2.2.4 makes Universal Emergency Number Service (911)

22 unavailable for resale. Qwest should clarify its position on this restriction.

23 252. Section 6.2.2.7 makes Qwest’s Contract Service Arrangements or “CSAs”

24 available for resale under limited terms and conditions. It states:

25 6.2.2.7 Qwest will offer Contract Service Arrangements (CSA) for resale
26 at the wholesale discount rate specified in Exhibit A for resale. *Nothing*
27 *in this Agreement shall affect any obligation of any end user with a CSA*
28 *with Qwest to terminate the CSA pursuant to the terms of the CSA,*
29 *including payment of any cancellation fees, before transferring service to*
30 *CLEC.*
31

⁶² See 47 CFR § 51.613(a)(1).

1 SGAT at 27 (emphasis added). “[R]esale restrictions are presumed to be unreasonable
2 unless the LEC ‘proves to the state commission that the restriction is reasonable and
3 nondiscriminatory.’ ... [ILEC] fails to comply with the checklist item (xiv) by, *inter alia*,
4 refusing to offer contract service arrangements (CSAs) at a wholesale discount.”⁶³ For
5 the Exhibit “A”s for each state, Qwest should ensure that they do not restrict retail
6 offerings or the application the proper discounts to the CSAs. In addition, Qwest has
7 cited to no State Commission decision that allows the limitations or restrictions imposed
8 by the last two sentences in this provision.⁶⁴

9 253. Furthermore, with respect to the italicized portion of this provision, it is
10 important to note that long term contracts between Qwest and its end user customer may
11 have sufficiently high early-termination penalties so as to effectively preclude that
12 customer or class of customers from being able to benefit by the introduction of
13 competition into the local market. The FCC when considering expanded interconnection
14 related to special access found that a “fresh look” or a limited opportunity to for ILEC
15 customers locked into long term special access contracts raised anti-competitive concerns
16 because they tended to “lock up” the access market thereby preventing customers from
17 reaping the benefits of competition.⁶⁵ The same is true of long term CSAs in the local

⁶³ In the Matter of Application of BellSouth Corporation, BellSouth Telecommunications, Inc., and BellSouth Long Distance, Inc. for Provision of In-region, InterLATA Services in Louisiana, Memorandum Opinion and Order. CC Docket No. 98-121, FCC 98-271 (October 13, 1998) at ¶307 (“Bell South Louisiana Order”).

⁶⁴ *See e.g.*, 47 CFR § 51.613 (requiring state approval of limitations or restrictions on resale).

⁶⁵ In the Matter of Expanded Interconnection with Local Telephone Company Facilities, Second Memorandum Opinion and Order on Reconsideration, CC Docket No. 91-141, FCC 93-378 (September 2, 1991) at ¶ 3; In the Matter of Expanded Interconnection with Local Telephone Company Facilities, Memorandum Opinion and Order, FCC 94-190 (July 25, 1994) at ¶ 204 (reaffirming fresh look requirements).

1 telecommunications market, and the FCC has declared that long term CSAs with stiff
2 penalty provisions for early termination may be improper restrictions on resale.⁶⁶ Several
3 State Commissions have consider the need for “fresh look” at the types of termination
4 penalties Qwest proposes to enforce here, and it appears that the FCC expects states to
5 consider such CSAs either in the context of § 271 or in independent dockets.⁶⁷
6 Nonetheless, Southwestern Bell in its § 271 resale provisions allowed CLECs to “take
7 over existing contracts by purchasing CSAs without triggering termination liability
8 charges or contract transfer fees to the end user.”⁶⁸ This is the model other states should
9 consider adopting.

10 254. Section 6.2.2.8 withdraws “Grandfathered Services” from resale “except
11 to *existing* end-users of the grandfathered service.” SGAT at 28 (emphasis added). This
12 restriction violates the FCC’s First Report and Order, ¶ 968, requiring incumbents to
13 extend to resellers such services to the “same limited group.” 47 CFR § 51.613. The
14 section should, therefore, be deleted or modified to ensure that the entire group of
15 grandfathered customers are accessible to the CLEC.

16 255. Section 6.2.2.11 of the SGAT provides:

17 6.2.2.11 Megabit Services available to end-users are available for
18 resale out of Qwest’s interstate tariff at the discount rates set forth in
19 Exhibit A.

⁶⁶ Bell South Order, Order Denying § 271 Application, CC Docket 97-208, FCC 97-418 (released Dec. 24, 1997) at ¶¶ 222-23.

⁶⁷ Id

⁶⁸ In the Matter of Application by SBC Communications Inc., Southwestern Bell Telephone Company, and Southwestern Bell Communications Services, Inc. d/b/a Southwestern Bell Long Distance Pursuant to Section 271 of the Telecommunications Act of 1996 To Provide In-Region, InterLATA Services in Texas, Memorandum Opinion and Order, CC Docket No. 00-65, FCC 00-238 (Released June 30, 2000) at ¶ 389.

1 SGAT at 28. It is not clear why Qwest requires CLECs to employ an interstate tariff for
2 resale of this item rather than an intrastate tariff. This reference should be removed.

3 256. Section 6.2.3 of the SGAT describes Qwest's resale quality of service
4 obligation. Because it is slightly inconsistent with the law as written, the section should
5 be modified as follows:

6 6.2.3 Qwest shall provide to CLEC Telecommunications Services for
7 resale that are at least equal in quality and in substantially the same time
8 and manner that Qwest provides these services to others, including
9 subsidiaries, affiliates, other Resellers and end users. Notwithstanding
10 specific language in other sections of this SGAT, all provisions of this
11 SGAT regarding resale are subject to this requirement. In addition,
12 Qwest shall comply with all state wholesale and retail service quality
13 requirements.

14
15 6.2.3.1 In the event that Qwest fails to meet the
16 requirements of Section 6.2.3, Qwest shall release,
17 indemnify, defend and hold harmless CLEC and each of its
18 officers, directors, employees and agents (each an
19 "Indemnitee") from and against and in respect of any loss,
20 debt, liability, damage, obligation, claim, demand,
21 judgment or settlement of any nature or kind, known or
22 unknown, liquidated or unliquidated including, but not
23 limited to, costs and attorneys' fees.⁶⁹

24
25
26 Qwest shall indemnify and hold harmless CLEC against
27 any and all claims, losses, damages or other liability that
28 arises from Qwest's failure to comply with state retail
29 service quality standards in the provision of resold
30 services.

31
32 Additionally, the service quality that Qwest provides to the CLEC should also be
33 sufficient to ensure that the CLEC can meet any State retail service quality standards.

⁶⁹ AT&T reserves the right to address its concerns regarding Section 5.9 (Indemnity) of the SGAT in the appropriate workshop on General Terms and Conditions of the SGAT.

1 257. The last sentence in 6.2.3 is necessary because in some provisions, like
2 6.2.7 and 6.2.11, the language complies with the law as long as Qwest is providing the
3 same service quality to itself. This sentence makes clear that even in those other sections,
4 Qwest must comply with the same service quality condition in all sections.

5 258. Section 6.2.5 imposes upon resellers an obligation to provide Qwest with a
6 2-year forecast seeking far more information than is necessary. Furthermore, because
7 resellers use Qwest's facilities, Qwest's forecasts are relevant and should be supplied to
8 the CLEC. This section clearly gives Qwest its competitors future business plans that are
9 largely dependent upon end-user demand. The Section should be modified to
10 accommodate both CLEC and Qwest needs as follows:

11 Each CLEC forecast will provide:

12
13 (a) overall order transaction volumes for basic POTs resale in the 14 state
14 region;

15 (b) volumes, by wire center, for resale of advanced services such as
16 ISDN, DSL and DS-1 or higher facilities; and

17 (c) expected volumes by wire center for special promotions that are
18 designed to sell second lines.

19 CLEC forecasts shall be deemed Confidential Information and Qwest may not
20 distribute or reveal, in any form, CLEC forecasts to its retail marketing, sales, or
21 strategic planning personnel.

22
23 6.2.5.1 Qwest shall provide the CLEC with the following volume
24 information on a quarterly basis:

25
26 (a) current transaction volumes for retail and resale of POTs lines;

27 (b) maximum order transaction of capacity of Qwest's OSS for POTs orders;

28 (c) projected growth of OSS capacity over time;

29 (d) ISDN and DSL spare capacity by wire center; and

30 (e) projected sale of second lines to POTs customers by wire center.

31

1 259. Section 6.2.6 dictates the CLEC's numbering obligations. It should be
2 deleted. Numbering obligations are greater than that described here and they apply
3 equally to all carriers. This paragraph confuses those obligations and should therefore, be
4 deleted. Furthermore, by Qwest's own admission the 271 process is "not to be used for
5 making new policy changes or interpretations." Qwest Preliminary Statement at 13.

6 260. Section 6.2.9 offers resold operator services with the "standard Qwest
7 branding." The FCC rule, 47 CFR § 51.613(c), states:

8 branding: where operator, call completion ,or directory assistance services
9 is part of the service or service package an incumbent LEC offers for
10 resale, failure by an incumbent LEC to comply with reseller unbranding or
11 rebranding requests shall constitutes a restriction on sale.

12
13 Qwest in Section 6.2.9 has diminished the CLEC's right to obtain unbranded and
14 rebranded operator services and illegally transferred the burden to the CLEC to seek such
15 branding under various sections of the SGAT. Because the legal obligation is Qwest's to
16 prove that unbranding or rebranding are not technically feasible, Section 6.2.9 should be
17 deleted or rewritten to accurately reflect Qwest's obligation.

18 261. Section 6.2.10 of SGAT essentially indemnifies Qwest of any slamming
19 claims against the reseller caused by the reseller. There are no indemnities protecting the
20 CLEC reseller from slamming claims against Qwest. Because Qwest could well cause
21 the slamming claims itself, Qwest should indemnify the CLEC against such claims.

1 Alternatively, this provision should be removed from the SGATs and each carrier should
2 be held accountable pursuant to state and federal law.⁷⁰

3 262. Section 6.2.14 attempts to limit Qwest's resale obligation "only" to
4 locations in which "facilities currently exist." Qwest will inevitably deploy new
5 facilities; under this provision, it has no obligation to offer resale of services that traverse
6 any new facilities. Clearly, this limitation is an unreasonable and discriminatory
7 limitation on Qwest's resale obligation under the Act and the FCC rules. It should,
8 therefore, be deleted.

9 263. Section 6.3.1 apparently attempts to limit resold services by listing certain
10 services on Exhibit A. This Section states:

11 6.3.1 The Telecommunications Services identified in Exhibit A are
12 available for resale at the wholesale discount percentage shown in Exhibit
13 A. This Agreement at Exhibit A generally incorporates the Wholesale
14 Discount Rate proposed by Qwest in the Generic Cost docket, Docket
15 Number UT-960369. If the Commission takes any action to adjust the
16 rates contained herein, including adopting a wholesale discount rate in
17 the Cost Docket, Qwest will make a compliance filing to incorporate the
18 adjusted rates into this Agreement. Upon the compliance filing by Qwest,
19 the Parties will abide by the adjusted rates on a going-forward basis.

20
21 SGAT at 29.

⁷⁰ Furthermore, in Section 5.3 of both SGAT versions, Qwest identifies three methods, one of which, all CLECs must employ to obtain proof of end user authorization. This provision should be deleted from the SGATs because it illegally limits the type of electronic authorization that CLECs may employ under the FCC's slamming rules, and potentially any State that has rules consistent with and adding to the FCC's rules. Under Qwest's provision it automatically assesses penalties against the party that cannot make the Qwest identified proof available upon request. The FCC's authorization methods are the minimum methods the law demands and its new liability rules will become effective soon. It is therefore inappropriate for the SGATs to reduce FCC and State authorization methods and heap additional liability upon CLECs such that Qwest obtains windfalls from a CLEC for failing to provide Qwest with proof of authorization in one of Qwest's preferred methods. Again Qwest has said that the 271 process is not to be used for making new policy changes or interpretations; it is attempting that in Section 5.3.

1 264. First, any limitations of services available and identified in Exhibit A
2 should be deleted. Second, the discount rate is a pricing issue, but for all services not
3 listed in Exhibit A, the pricing is an uncertain term assuming the Exhibit reference is not
4 deleted.

5 265. Section 6.3.5 of the SGAT addressing CLEC payment to Qwest for end-
6 users use of features, should be modified for clarity as follows:

7 6.3.5 CLEC agrees to pay Qwest when its end user activates any
8 services or features that are billed on a per use or per activation basis
9 subject to the applicable discount in Exhibit A as such may be amended
10 pursuant to this Section (e.g., continuous redial, last call return, call back
11 calling, call trace, etc.). With respect to all such charges, Qwest shall
12 provide the CLEC with sufficient information to enable CLEC to bill its end
13 user customers.

14 266. Similarly, Section 6.3.6, should be modified for clarity to read:

15 6.3.6 Miscellaneous charges applicable to CLEC, will be consistent with
16 charges for equivalent services ordered by Qwest end users, subject to
17 the applicable wholesale discount.

18 267. For Section 6.3.7, AT&T has the same concern about the use of Exhibit
19
20
21 “As” as previously discussed above.

22 268. Section 6.3.8 on Qwest modifications to billing should be changed as
23 follows:

24 6.3.8 Qwest shall ~~have a reasonable time to implement system or other~~
25 ~~changes necessary to~~ bill the Commission-ordered rates or charges when
26 such rates or charges become effective. If Qwest bill amounts different
27 from such rates or charges, Qwest shall make appropriate bill
28 adjustments and provide bill credits in the next billing cycle.
29

1 269. As previously written Section 6.3.8 gave Qwest the right, implied or
2 otherwise, to not bill the correct amount. Furthermore, rates should be billed from the
3 date they become effective, not whenever Qwest gets around to it.

4 270. Section 6.3.9, of the SGAT should be modified further for clarity to
5 indicate that the rates billed are Commission-approved rates. It should read:

6 6.3.9 If services are resold by CLEC pursuant to Tariffs and the Tariff
7 rates change, charges billed to CLEC for such services will be based
8 upon the new Tariff rates less the applicable wholesale discount, if any,
9 as agreed to herein or as established by Board order ~~and/or resale Tariff~~.
10 The new rate will be effective upon the Tariff effective date.
11

12 271. Similarly, Section 6.3.10 should be modified for clarity as follows:

13 6.3.10 Product-specific non-recurring charges as set forth in Qwest's
14 applicable Tariffs will apply when new lines, trunks or circuits are installed
15 or when additional features or services to existing services. Such non-
16 recurring charges are subject to the wholesale discount.
17

18 272. Section 6.4.1, on the ordering process, allows Qwest to turn a competitor's
19 customer inquiry about the competitor's service into a marketing opportunity for Qwest.
20 This is particularly inappropriate in the wholesale environment and likely an unfair trade
21 practice. Thus, the section should be modified as follows:

22 6.4.1 CLEC, or CLEC's agent, shall act as the single point of contact for
23 its end users' service needs, including without limitation, sales, service
24 design, order taking, provisioning, change orders, training, maintenance,
25 trouble reports, repair, post-sale servicing, billing, collection and inquiry.
26 CLEC shall inform its end users that they are end users of CLEC for
27 resold services. CLEC's end users contacting Qwest will be instructed to
28 contact CLEC; ~~however, nothing in this Agreement, except as provided~~
29 ~~below, shall be deemed to prohibit Qwest from discussing its products~~
30 ~~and services with CLEC's end users who call Qwest.~~
31

32 6.4.1.1.1 USWC Contact with CLEC Subscribers
33

1 6.4.1.1.1.1 At all times, CLEC shall be the primary (single
2 and sole) contact and account control for all interaction with its
3 subscribers, except as otherwise specified by CLEC. CLEC
4 subscribers include active CLEC customers as well as those for
5 whom service orders are pending.

6
7 6.4.1.1.1.2 USWC shall ensure that any USWC personnel who
8 received or may receive CLEC customer inquiries, or otherwise
9 have an opportunity for CLEC subscriber contact: (a) provide
10 appropriate referrals and telephone numbers to subscribers who
11 inquire about CLEC services or products; (b) do not in any way
12 disparage or discriminate against CLEC, or its products or
13 services; and (c) do not provide information about USWC products
14 or services during that same inquiry or CLEC subscriber contact.

15
16 6.4.1.1.1.3 USWC shall not use CLEC's request for subscriber
17 information, order submission or any other aspect of CLEC's
18 process or services to aid Qwest's marketing or sales efforts.

19
20 273. Again, Section 6.4.2 refers and incorporates by reference processes and

21 other information that Qwest has not placed in this record for investigation. This material
22 in the form intended for use under the SGAT should be a part of this investigation.

23 Furthermore, the web site has changed, and at a minimum, Qwest should update the site.

24 274. Under Section 6.4.3 AT&T proposes the following modification for

25 clarity:

26 6.4.3 Qwest will use the same performance standards and criteria for
27 CLEC service orders as Qwest provides itself or to any subsidiary,
28 affiliate, or any other party to which Qwest directly provides the service,
29 such as end users. The process for CLEC service orders, provisioning,
30 maintenance and repair are detailed in the Access to Operational Support
31 Systems, Section 12 of this Agreement, and are applicable whether
32 orders are submitted via OSS or FAX.

33
34 275. Section 6.4.5 provides:

35 6.4.5 When Qwest's end-user or the end user's new local service
36 provider, orders the discontinuance of the end user's existing Qwest
37 service in anticipation of end user moving to the new local service
38 provider, Qwest will render its closing bill to the end user, discontinuing

1 billing as of the date of the discontinuance of Qwest's service to end user.
2 If a CLEC that currently provides resold service to an end user, or if end
3 user's new local service provider, orders the discontinuance of existing
4 resold service from CLEC, Qwest will bill the existing CLEC for service
5 through the date end user receives resold service from Qwest will notify
6 CLEC by FAX, OSS interface, or other agreed upon processes when an
7 end user moves to another service provider. Qwest will not provide
8 CLEC with the name of the other Reseller or service provider selected by
9 the end user.
10

11 SGAT at 31. This section should be modified to fix the lack of clarity that the CLEC
12 would only pay Qwest up to the last date the customers' existing service is resold (which
13 AT&T concurs with).

14 276. Section 6.4.7 states:

15 Prior to placing orders on behalf of the end user, CLEC shall be
16 responsible for obtaining and have in its possession Proof of
17 Authorization ("POA"), as set forth in Section 5.3 of this Agreement.
18

19 Section 5.3 states that CLECs have any one of three options to obtain POA from their end
20 user customers. They may employ: (a) written letters of authorization; (b) electronic
21 authorization through use of an 8XX number; or (c) oral authorization confirmed by a
22 third party verifier. SGAT at 13 (emphasis added). Furthermore, Section 5.3.2
23 apparently provides the CLEC or Qwest with a windfall \$ 100.00 from the party that isn't
24 able to produce a POA compliant with the Qwest-defined verification methods. This \$
25 100.00 "hit" is assessed whether the CLEC actually slammed the customer and regardless
26 of whether the CLEC's authorizations are fully compliant with a State-created
27 authorization method.

28 277. What Section 5.3 does is twofold: (1) it appears to contradict the
29 indemnity provision in Section 6.2.10, alternatively, the indemnity provision makes clear

1 that the \$ 100.00 hit in Section 5.3 does not apply to Qwest; and (2) Section 5.3 limits the
2 CLEC's verification options to fewer options than what the FCC has determined are the
3 minimum methods of verification. FCC rule, 47 CFR § 61.1150, outlines four minimum
4 verification or "proof of authorization" methods available to carriers,⁷¹ and the latest FCC
5 order creates another or enhanced authorization method via the internet using "electronic
6 signatures." The FCC's four methods of verification include: (1) written letters of
7 authorization; (2) electronic verification; (3) third party verification of oral orders; and
8 (4) any state-enacted verification procedure for intrastate orders. Thus, the CLEC may be
9 well within state and federal law in its verification method, and still suffer a \$ 100.00
10 debit to Qwest if the particular verification does not meet the Qwest SGAT verification
11 scheme.

12 278. Finally, Qwest's attempt to redefine the slamming laws and create a profit
13 opportunity for itself are improper and flies in the face of the FCC's recently issued
14 liability rules and any state rules on the subject. Moreover, Qwest has very clearly stated
15 that the § 271 process is not to be used for making new policy changes or interpretations,
16 yet that is precisely what Qwest is doing in this portion of its SGAT. Therefore, AT&T
17 recommends deleting all of Section 5.3 and Section 6.47 from the SGAT. Customer
18 authorization methods, procedures and liability is best handled by the state and federal
19 laws, not Qwest's SGAT.

⁷¹ 47 CFR § 61.1150 mandates the following authorization methods: (1) written authorization; (2) electronic authorizations; (2) third party verification and (4) any State-enacted verification procedure applicable to intrastate changes only.

1 interconnection and collocation offerings demonstrates that Qwest has not fully
2 implemented the relevant checklist items. In short, Qwest has failed to meet its burden of
3 proof.

**BEFORE THE WASHINGTON UTILITIES
AND TRANSPORTATION COMMISSION**

In the Matter of the Investigation Into)
 U S WEST Communications, Inc.'s) Docket No. UT-003022
 Compliance With Section 271 of the)
 Telecommunications Act of 1996)

In the Matter of U S WEST Communications,) Docket No. UT-003040
 Inc.'s Statement of Generally Available)
 Terms Pursuant to Section 252(f) of the)
 Telecommunications Act of 1996)

**AT&T'S RESPONSES TO APPENDIX B QUESTIONS TO CLECS
REGARDING CHECKLIST ITEM 1 –
INTERCONNECTION, COLLOCATION AND RESALE**

Appendix B, V. Section 271(c)(2)(B) – Competitive Checklist	AT&T Testimony Cite
1. Which items on the competitive checklist has Qwest satisfied or not satisfied? Support conclusions with relevant documentation.	Wilson, pp. 3-102
2. Which of the fourteen checklist items is Qwest presently providing to your company on a commercial basis? Are you purchasing checklist items pursuant to an interconnection agreement that was approved by this Commission under section 252 of the Act? If not, under what terms are the items being purchased?	AT&T is purchasing interconnection and collocation from Qwest pursuant to the AT&T/U S WEST and TCG/U S WEST Interconnection Agreements
3. How many of each checklist item is Qwest providing to your company?	
4. Give the date that the request for each checklist item was made by your company.	
5. Give the date Qwest began providing each item and the time period for which it was provided (i.e., continuous or discontinued, and applicable time period).	
6. Specify whether your company is using these items to provide service to your own retail customers.	AT&T is using interconnection and collocation to provide service to its customers

WUTC
DOCKET NO. UT-003022
UT-003040

EXHIBIT # 372

ADMIT **W/D** **REJECT**

7. Describe the steps Qwest has taken to ensure your company nondiscriminatory access to each item.	Wilson, pp. 3-102
8. Describe the steps Qwest has taken to ensure that each item is available to your company at just and reasonable rates.	Wilson, pp. 3-102
9. What pricing methodology does Qwest use for each item?	See AT&T/U S WEST and TCG/U S WEST Interconnection Agreements
10. What steps does Qwest follow to provide your company with access to poles, ducts, and rights-of-way?	Not applicable to this testimony
11. Describe the performance standards Qwest meets regarding the quality, reliability, and timeliness of providing checklist items.	Performance will be addressed in a future workshop
12. How were those performance standards determined?	See Response to No. 11
13. Describe how the quality and reliability of checklist items that Qwest is providing to your company are comparable to the quality and reliability of such items Qwest provides to itself or its customers.	Wilson, pp. 47-57; 84-85; Performance will be addressed in a future workshop
14. Describe how the quality and reliability of checklist items that Qwest is providing to your company are consistent with any current or expected national standards.	Wilson, pp. 3-102
15. Has your company raised significant complaints about any of the mechanisms that Qwest has instituted to order, provision, or maintain checklist items and services, or to ensure adequate levels of performance quality on an ongoing basis? If so, describe the complaints and the forum used to address them.	Wilson, pp. 47-57; 84-85 ; See <u>AT&T v. U S WEST</u> , WUTC Docket No. UT-991292
16. If Qwest is not currently offering a checklist item, answer the following: i) is Qwest capable of providing the item commercially? ii) would your company defray costs of provisioning the item if provisioning was unique to your company? iii) what are Qwest's plans, intentions and anticipated schedule to offer the item in the future, and iv) what steps must Qwest take before they can be deemed to have offered the item?	i. Performance will be addressed at a future workshop ii. N/A iii. N/A iv. Wilson pp. 3-102
17. Does Qwest's OSS system have the capacity to accommodate current or future demand for checklist item services by your company in a reasonable and timely manner? If not, why not?	Qwest's OSS systems are being reviewed by ROC

OBSERVATION 1002

Qwest OSS Evaluation

RECEIVED
REGISTRATION DIVISION

Date: September 11, 2000

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OBSERVATION REPORT

STATE OF OREGON
UTIL. AND TRANSP.
COMMISSION

An observation has been identified as a result of the test activities associated with the PM Audit.

Observation:

The dates that Qwest uses to calculate collocation performance indicators CP-3 through CP-6 differ from dates provided to CLECs, thus raising questions about the accuracy of Qwest's measurements of performance.

Background:

Typical first steps in the collocation process are: (1) a CLEC submits an application, (2) Qwest validates the application and notifies the CLEC, (3) Qwest performs a feasibility study and notifies the CLEC upon completion, and (4) Qwest develops a quote and notifies the CLEC upon completion. Qwest records valid submit, scheduled feasibility and quote due dates, and actual feasibility and quote completion in the COMET database. These dates form the basis for calculating performance under CP-3 through CP-6 (commitments met and average intervals). Qwest says that the dates used to calculate these measures should match the dates of CLEC notification, except for clerical errors.¹

Issue:

Liberty reviewed documentation for feasibility studies and quotes completed during June 2000. Qwest completed about 150 feasibility studies in June. Liberty compared the date of the CLEC notification to the date recorded in COMET as the feasibility completion date. Thirteen dates differed, most of them by one or two days and in both directions.

Qwest completed over 200 quotes during June. The date of the CLEC notification matched the COMET date with one exception, which differed by about one month.

Liberty requested 37 CLEC application validation notifications. Only 31 could be produced. Of those 31, only four submit dates matched those recorded in the COMET database; the rest were dated one or two days later. The scheduled feasibility due dates provided to the CLEC in two cases differed from those in the COMET database.

Liberty also observed that the valid submit date shown for the same CLEC application differed in the feasibility and quote stages in three instances. Feasibility study completion dates were missing from applications examined at the quote stage in eleven instances.

¹ Qwest responses to data requests #123, 124 and 125.

WUTC		
DOCKET NO.	UT-003022	
	UT-003040	
EXHIBIT #	373	
ADMIT	W/D	REJECT
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

OBSERVATION 1002

Qwest OSS Evaluation

KLW-15
10/10/00
Page 2

Impact:

Qwest may not be consistently recording accurate completion dates for feasibility studies and quotes. In those cases where the CLEC actually received notice of a completed feasibility before the date recorded in COMET, Qwest's reported CP-3 and CP-4 measures will be worse than actual. Lapses in the business methods used to control the feasibility completion process may be causing confirmations to be sent before the completion date is entered into COMET.

In those cases where the CLEC was notified of a completed feasibility study on a later date than the one recorded in COMET, the implications are not yet clear. It is not clear whether completion dates could have been changed in order to meet standard intervals or commitment dates in these instances (assuming that notification would not be made until the study was actually in hand). Indications that Qwest may have had difficulty in delivering accurate feasibility studies in the past (based on instances where updated studies were issued later) may be relevant to this observation.

In the case of the one anomalous item involving completed quotes, the notification to the CLEC was dated almost one month earlier than the actual quote completion date recorded in COMET. It is likely that Qwest sent a revised quote and changed the completion date in COMET to reflect the revision. If so, using the later date to calculate the CP-5 and CP-6 performance measures, would make Qwest's performance appear worse than it actually was.

In some cases, Qwest may have notified the CLEC that its application was validated one or two days after the application was recorded as valid in COMET. The scheduled due dates for the feasibilities and quotes were not affected by this late notification, since they were based on the earlier valid submit date in COMET. The reason for the delay may have been that the account representatives still had the responsibility for notifying the CLEC of validation for June data². Although the CLECs did not receive timely notification, there was no apparent impact on the performance measures. It is not clear why the CLEC was notified of a different feasibility study due date in two instances.

It is unclear whether there are any implications to missing feasibility completion dates in the extracted quote data. For the three instances in which the valid submit date changed, Qwest had assigned the same due date to both the feasibility and quote³. It may be that that, in order to force the scheduled quote interval to be 21 days rather than the 20-day scheduled interval used for feasibility, the submit date may have been moved back one day. The ability to alter submit dates in order to alter the performance measures is an issue.

² CPMC assumed this function in July; the function reportedly moved to the Wholesale Group in August.

³ Certain CLECs have a 21-day standard for the combined feasibility study and quote stages.

EXCEPTION 1007
Qwest OSS Evaluation

Date: September 19, 2000

EXCEPTION REPORT

An exception has been identified as a result of the test activities associated with the PM audit review of CP-4.

Exception:

Performance measure CP-4, Feasibility Study Commitments Met, is not being accurately determined and reported.

Background:

CP-4 measures the percentage of time Qwest delivers a collocation feasibility study within the scheduled time interval. For the month of June 2000, Qwest used a scheduled interval of 10-calendar days for all requests, except in cases where individual interconnection agreements specified a shorter interval.¹

Issue:

In calculating the CP-4 results for June, Qwest counted twelve items as "commitments met" when they should have been considered as "missed." More specifically, Qwest included twelve Iowa new cageless requests as having met the 10-calendar-day standard for feasibility study completion, when these studies were actually completed in either 17 or 21 days.² As a result, the Iowa CP-4 measure for new, cageless requests was incorrect. It should have been 14.29 percent rather than 100 percent.

Qwest also included the results for two items that should not be included in the feasibility study performance statistics at all. Specifically, Qwest included as met commitments two Washington new cageless requests by a CLEC with a 21-calendar day combined standard interval for the feasibility study and quote stages.³ According to Qwest's Collocation Business Rules for Regulatory Reporting, no feasibility study results will be reported for

¹ Qwest has indicated that it has or will move to a 10-business day standard, consistent with the PID. Qwest's Collocation Business Rules for Regulatory Reporting dated July 13, 2000, state that the standard was applied retroactively to June 1, but this statement is inconsistent with the June data. However, since Qwest will not be assigning a scheduled due date beyond 10-business days, there would be no requests that could be considered as exclusions from the CP-3 performance measure, the average feasibility study interval.

² The BAN (Billing Authorization Number) numbers for these requests are: C0CLC96, C0CLC97, C0CLC98, C0CLC99, C0CLCAA, C0CLCAC, C0CLCAD, C0CLCAF, C0CLCAH, C0CLCAI, C0CLCAJ and C0CLCAM.

³ The BAN numbers for these requests are: C0WLCAK and C0WLCAL.

EXCEPTION 1007
Qwest OSS Evaluation**KLW-15**
10/10/00
Page 4

those CLECs with interconnection agreements specifying such 21-calendar day combined intervals. The Regulatory Reporting group verified that these items should have been excluded, and verified that the individual CLEC was one of those with a 21-day interval. Qwest's response to a data request, however, stated that such requests should not be excluded.⁴

As a result, the number of items included in Qwest's CP-4 calculation for Washington new cageless requests should have been 13 rather than 15; there was no effect on the 100 percent reported figure, however.

Impact:

The CP-4 Feasibility Study Commitments Met results for June are inaccurate because they included items that should have been considered as missed commitments. The overall impact on the region-wide CP-4 measure for new cageless requests would be a change from 100 percent to 81.54 percent. In addition, Qwest has apparently not consistently applied the exclusion of requests from CLECs with 21-day combined feasibility study/quote intervals from the statistics as stated in Qwest's business rules.

⁴ See Qwest's response to DR #312-160.

EXCEPTION 1008
Qwest OSS Evaluation

KLW-15

10/10/00
Page 5

Date: September 19, 2000

EXCEPTION REPORT

An exception has been identified as a result of the test activities associated with the PM audit review of CP-5.

Exception:

Performance measure CP-5, Quote Interval, is not being accurately determined and reported.

Background:

CP-5, Quote Interval, measures Qwest's timeliness in providing collocation quotes to CLECs. The PID requires that any quotes with a scheduled interval greater than 25-calendar days be excluded. According to Qwest's Collocation Business Rules, the interval for quotes begins the day after the feasibility study due date. The scheduled quote interval, then, would be calculated as the time between the feasibility study due date and the quote due date. In other words, a late (or early) delivery of a feasibility study would not, under Qwest's approach, affect the due date of the quote or the scheduled quote interval.

Once a valid application is received, the COMET system assigns the scheduled due date for a quote on the basis of the terms of individual CLEC interconnection agreements. COMET refers to a look-up table that reportedly captures the data for setting the quote date that is specified in the agreement.¹ The quote interval can differ among the CLECs and states. For example, some agreements specify the quote due date as a given number of days after the feasibility study is due; others specify the quote due date as a given number of days beyond application submit date. Qwest assigns those CLECs with no agreement in a given state a quote due date based on a 25-calendar-day standard interval.

All collocation requests with quote completion dates in a given month are extracted from COMET, and captured on an Excel spreadsheet by the Regulatory Reporting group. Data on the spreadsheet is used to manually calculate quote performance measures. A column labeled "scheduled interval" is manually added to the spreadsheet. Regulatory Reporting personnel make a judgment about what the scheduled interval had been, primarily on the basis of knowledge about the CLECs or about the method used to set the quote due date initially. Sometimes the "scheduled interval" is the difference between the application submit date and the scheduled quote due date; other times, it is the difference between the date the feasibility study was actually delivered and the scheduled quote due date. A column labeled "actual interval" is also manually added to the spreadsheet, and is

¹ Liberty did not compare the look-up table and the individual interconnection agreements.

EXCEPTION 1008
Qwest OSS Evaluation**KLW-15**
10/10/00
Page 6

calculated as the difference between the delivery date of the feasibility study and the actual quote completion date.

Issue:

Liberty examined quote data underlying the June 2000 CP-5 performance measure. In many cases, the "scheduled interval" manually assigned to a quote caused a request to be inappropriately excluded from the CP-5 measure. The method used to generate the quote due date should be independent of whether the scheduled quote interval (measured from the day after the feasibility study is due until the quote is due) is within the 25-calendar day window. For example, an individual agreement may specify a quote due 35-calendar days after submit date. If the feasibility study in this example is due in 10 days, the quote interval as defined by Qwest in its business rules should be 25 days, and the data point should be included in the CP-5 statistics. However, under Qwest's current method of generating quote measures, this data point would be excluded from CP-5.

Liberty found many instances in which quotes that appeared to have a 25-day scheduled interval were excluded from the CP-5 measure. For example, six Minnesota physical collocation augment requests with apparent scheduled intervals of 25 days were manually assigned a "scheduled interval" of 35 days, apparently on the basis of how the due date was set initially.² All six items were excluded from the CP-5 statistics. As another example, in New Mexico, five new physical collocation quote requests were excluded, although their apparent scheduled interval was 25 days.³ Liberty estimates that this faulty exclusion may have been applied for between 25 and 40 percent of the roughly 215 completed quotes in June.

In those cases where Qwest delivered a feasibility study before the due date, its method would have the effect of artificially lengthening the calculated "scheduled interval," because it is based on the actual feasibility study completion date rather than the feasibility study due date. Qwest's business rules specify that the interval is to begin the day after the feasibility study is due, not the day after it is delivered.

Impact:

The CP-5 Quote Interval results for June are suspect because the method applied in the calculation of the scheduled quote interval is inaccurate. The results for months prior to June were reportedly subject to the same practice; they are therefore suspect as well. The net effect has been to exclude too many quote requests from the CP-5 measure. Performance measure CP-5, Quote Interval, is not being accurately determined and reported.

² The BAN numbers for these items are: C0MLPFI, C0MLPFM, C0MLPFL, C0MLPFL, C0MLPFK and C0MLPFJ.

³ The BAN numbers for these items are: C05LP26, C05LP27, C05LP28, C05LP29, and C05LP33.

EXCEPTION 1009
Qwest OSS Evaluation**KLW-15**
10/10/00
Page 7

Date: September 19, 2000

EXCEPTION REPORT

An exception has been identified as a result of the test activities associated with the PM audit review of collocation performance measures CP-1 and CP-2.

Exception:

The data used to calculate performance measures CP-1, Installation Interval, and CP-2, Installation Commitments Met, for June 2000 are suspect.

Background:

CP-1 measures the timeliness of Qwest's installation of collocation requests; CP-2 measures the percentage of cases in which Qwest completes installations within the scheduled time interval.

Issue:

Liberty reviewed documentation for the roughly 265 installations completed during June 2000. Liberty compared the date recorded in COMET as the installation completion date, on the one hand, with the available supporting documentation for all CLEC requests in that month, on the other hand. When the data were available, Liberty compared the COMET completion date to the dated notification sent to the CLEC as to when the installation was ready for walk-through. Liberty also reviewed the internal documentation that must be completed before a request is actually deemed to be complete. In particular, Liberty reviewed the final APOT (Actual Point of Termination) form completed by Engineering, the TIRKS (Trunk Inventory Record Keeping System) circuit identification form completed by the TIRKS organization, and the Installation form, which is issued by the Installation group after all inside and outside central office work has been completed.

CLEC notifications were available for only about 65 percent of the completed installations.¹ Of the remaining 35 percent of the installations, the three internal Qwest forms were available for review in roughly 11 percent of the cases;² in the other 24 percent of the cases, there were either no documents available, or there existed only one or two of the forms. Therefore, it was impossible to substantiate that the work was actually completed for a significant portion of the June-completed installations.

¹ According to Qwest's response to Data Request #139, CPMC assumed the responsibility of directly notifying the CLEC that its installation was ready for walk-through during the first week of June. However, CPMC did not have such notifications for a significant number of requests completed after this time.

² In many cases, the internal Qwest forms are dated significantly earlier than the recorded completion date.

EXCEPTION 1009
Qwest OSS Evaluation**KLW-15**
10/10/00
Page 8

CLEC notifications were often dated significantly later than the date recorded in COMET as the actual completion date. For example, in three instances, the CLEC notification was dated almost two weeks later than the COMET completion date.³ In another thirty cases, the CLEC notification was dated between one and four days later than the recorded completion date; in twenty-five cases, the CLEC notification was dated between five and eleven days later.

There were five instances in which the date on the TIRKS form was one month or more later than the completion date recorded in COMET.⁴ In another instance, the Installation form was dated six days after the recorded completion date.⁵

Impact:

The CP-1 and CP-2 results for June are suspect because the data used to derive these performance measures cannot be verified, and in some cases may be incorrect. Liberty has concluded that it is impossible to verify that performance measures CP-1 and CP-2 are being accurately determined.

³ The BAN numbers for these items are: C02LP24, C02LP25 and C0MLC37. Also, in another case (BAN number C05LP02), the recorded completion date was two weeks later than the CLEC notification.

⁴ The BAN numbers for these items are: C0WLP22, C0WLP23, C0WLP25, C0WLP48 and C0WLC22. Also, in another case (BAN number C0WLC73), the TIRKS form was dated five days after recorded completion.

⁵ The BAN number for this item is C0CLC53.

EXCEPTION 1010
Qwest OSS Evaluation**KLW-15**
10/10/00
Page 9

Date: September 19, 2000

EXCEPTION REPORT

An exception has been identified as a result of the test activities associated with the PM audit review of CP-1 and CP-2.

Exception:

Performance measures CP-1, Installation Interval, and CP-2, Installation Commitments Met, are not being accurately determined and reported.

Background:

CP-1 measures the timeliness of Qwest's installation of collocation requests; CP-2 measures the percentage of time Qwest completes installations within the scheduled time interval. Scheduled intervals in excess of 90 days are to be excluded from CP-1, the average installation interval.

Once CPMC has completed the installation work and notified the CLEC that the collocation space is ready for walk-through, a completion date is entered into COMET. The status of the application, for example, "walk-through pending," is also recorded. The status is not changed to "complete" until the CLEC finishes its walk-through and notes no deviations.¹ If a CLEC identifies a deviation, the status is changed to reflect this, and the completion date is ultimately changed to reflect the date when the deviation is corrected.

Regulatory Reporting extracts completed requests from the COMET database each month, and creates an Excel spreadsheet, which is then used to manually calculate the performance measures. As of June, the data extraction program selected only those requests with "complete" status codes. Previously, the data extraction program selected all items with completion dates in a given month, and Regulatory Reporting used only those with "complete" status in the calculation of the performance measures.

Issue:

Liberty has found that the timing of the execution of the extraction program has a significant effect on the data used to generate CP-1 and CP-2. In practice, the extraction is done well before the 60-day window that is specified in the Collocation Business Rules. This means that the status and completion dates of installations may have changed

¹ Under the Collocation Business Rules for Regulatory Reporting, a CLEC has 60 days to conduct its walk-through for regulatory reporting purposes. Beginning in August, CPMC has begun an "auto-complete" process. If a request is still open after 60 days, it is assigned a "complete" status on day 61 in COMET. Reportedly, this was done to avoid having requests open for inordinately long periods of time, and to allow Qwest to execute reporting for a given month.

EXCEPTION 1010

Qwest OSS Evaluation

KLW-15
10/10/00
Page 10

after the fact. If so, then these requests will be misreported in, or artificially included or excluded from, the performance measures. For example, Liberty identified a request that was reported as completed in June; the CLEC subsequently identified a deviation and the completion date was ultimately changed to July.² In this case, the request was counted as a met commitment in June, when it should have been a missed commitment during July. This method would also have affected the average interval calculation, because it was a 90-day scheduled request. Also, it is not clear why this item was selected for June in the first place, since its status should have been "walk-through pending" and not "complete."

Liberty identified an instance in which CPMC recorded a completion date for a request that involved an extension of time for power addition.³ Qwest reflected the partial completion in the CP-1 and CP-2 measures, rather than modifying the scheduled interval to reflect the additional time allotted to such requests and recording the completion date of the entire project. In this case, the request was artificially included in the June, CP-1 and CP-2 measures.

Liberty also identified requests that were included in the CP-1 measure, but which should have been excluded. Four Minnesota augmented physical requests with scheduled intervals of 120 days were included in CP-1. As a result, the Minnesota augmented physical CP-1 measure should have been 78.5 percent rather than the 84.25 percent reported.⁴ The New Mexico new physical request measure was incorrect for a similar reason, because two items with scheduled intervals of 91 days were included. The measure should have been 92.14 percent rather than the 91.67 percent reported.

Impact:

The CP-1 and CP-2 results for June are suspect, because the method used to extract the data from COMET is inaccurate. Since the results for months prior to June were reportedly subject to a similar method, they are suspect as well. The manual calculation of CP-1 for June 2000 also included requests that should have been excluded. The net effect of these issues has been the misreporting of the completion of certain installations, and the skewing of the average interval measures. Liberty has concluded that CP-1 and CP-2 are not being accurately determined.

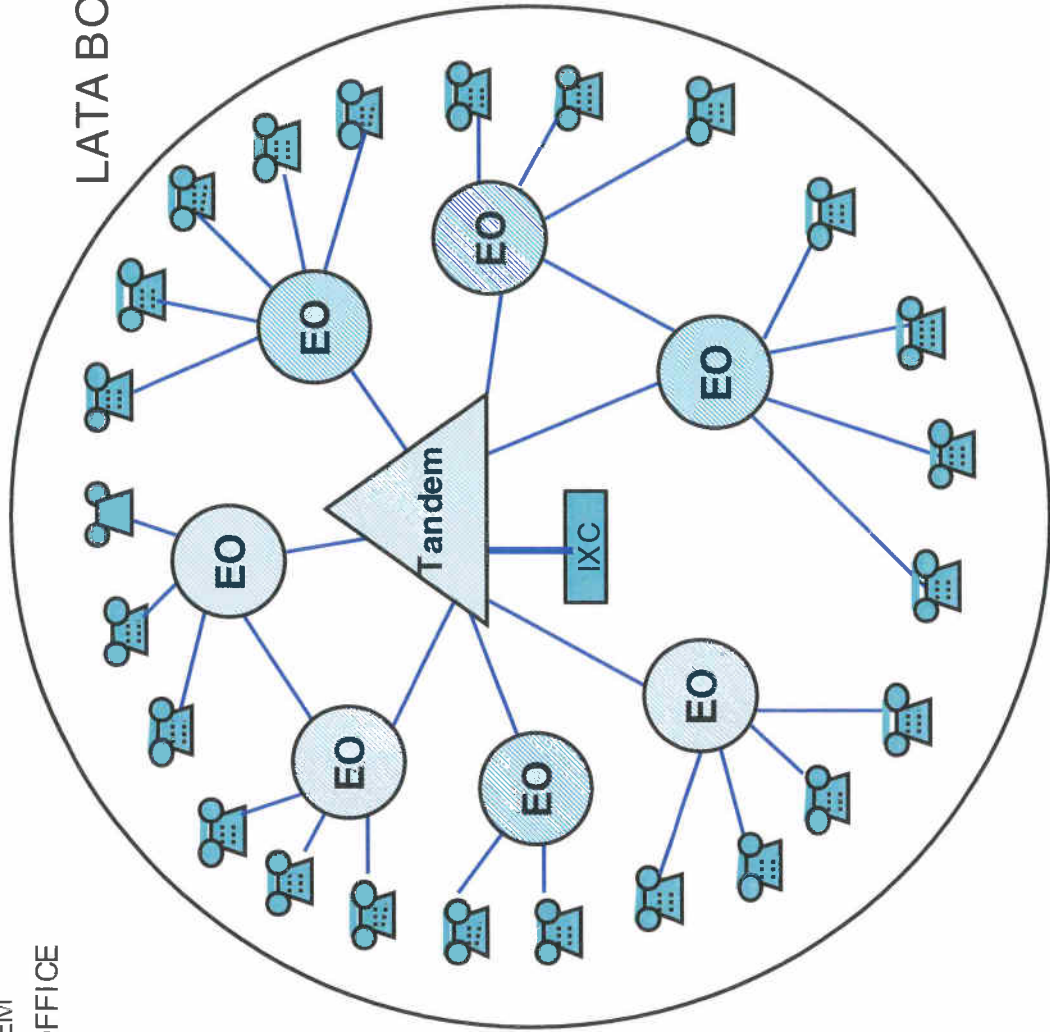
² The BAN number of this request is C05LPO6.

³ The BAN number of this request is C01LP10.

⁴ The BAN numbers of the Minnesota requests are C0MLP18, C0MLP19, C0MLP20 and C0MLP21. The BAN numbers of the New Mexico requests are C05LP08 and C05LP09.

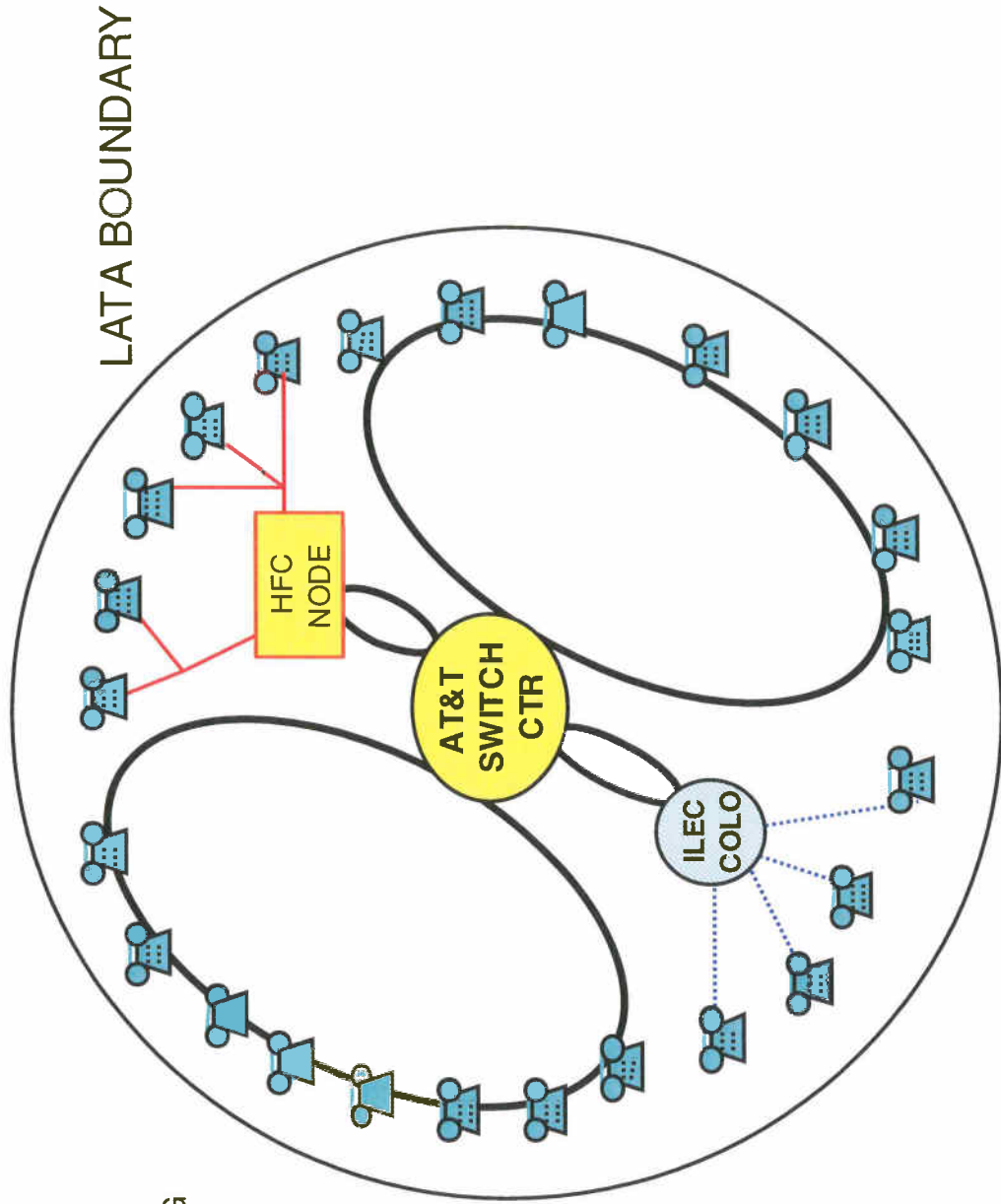
ILEC NETWORK ARCHITECTURE





LATA BOUNDARY



WUTC		
DOCKET NO.	UT-003022	
	UT-003040	
EXHIBIT #	374	
ADMIT	W/D	REJECT
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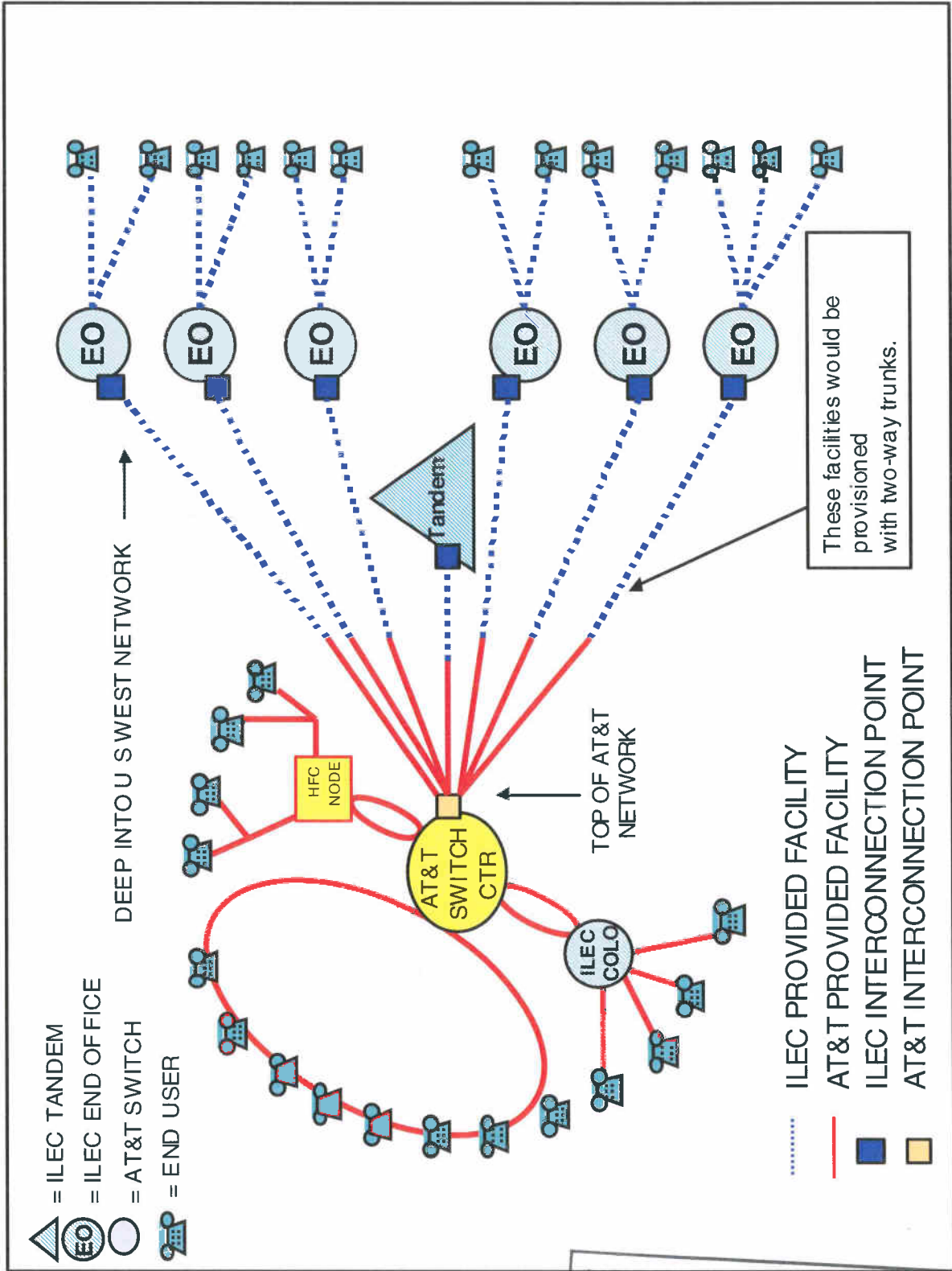
AT&T NETWORK ARCHITECTURE



-  END USER
-  FIBER RING
-  HFC
-  UNE LOOP

WUTC		
DOCKET NO.	UT-003022 UT-003040	
EXHIBIT #	375	
ADMIT	W/D	REJECT
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QWEST'S PROPOSED INTERCONNECTION ARRANGEMENT

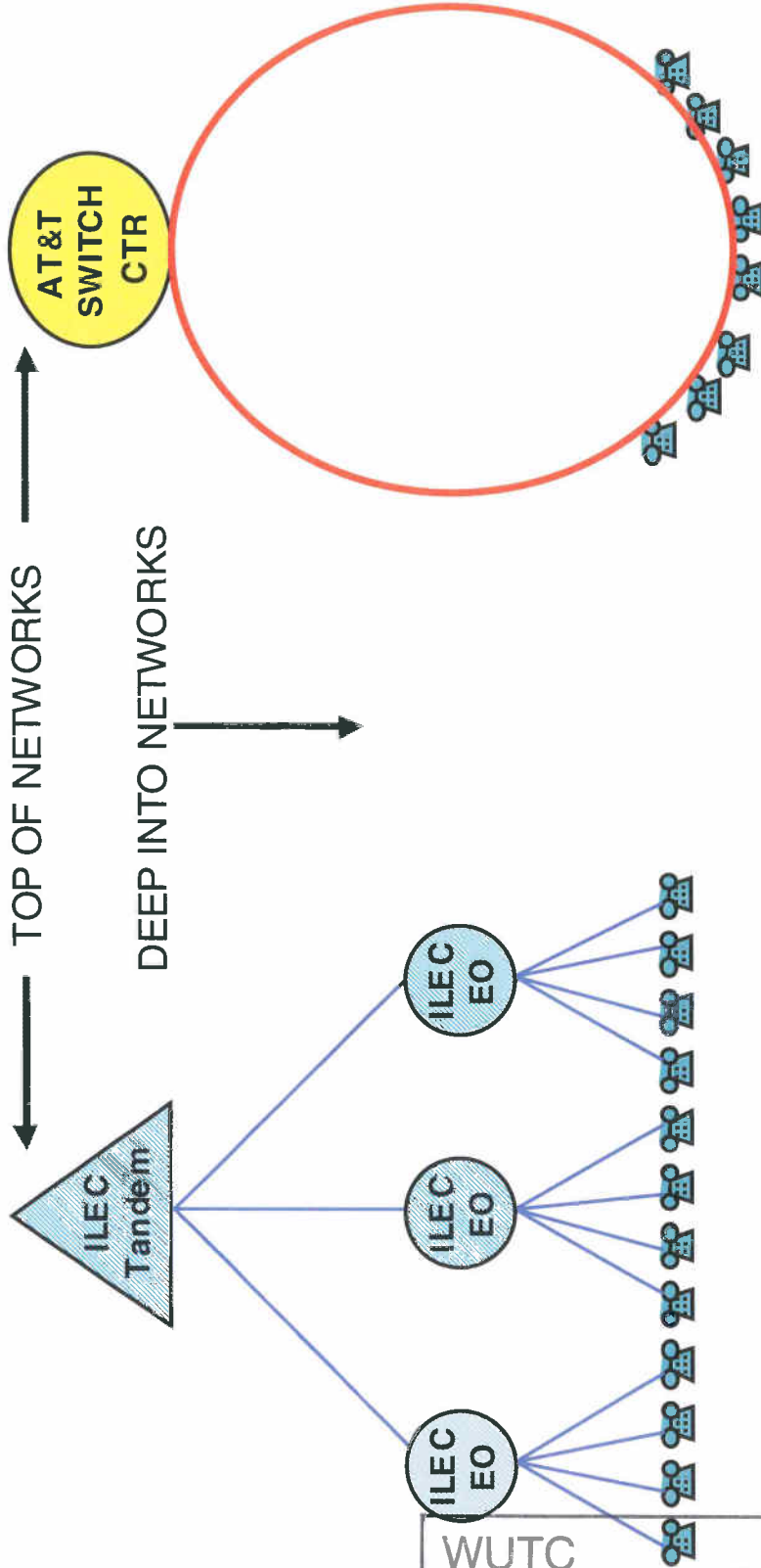


WUTC
DOCKET NO. UT-003022
 UT-003040
EXHIBIT # 376
ADMIT W/D REJECT

EQUIVALENT INTERCONNECTION

AT&T
 NETWORK

ILEC
 NETWORK



= END USER

WUTC		
DOCKET NO.	UT-003022	
EXHIBIT #	377	
ADMIT	W/D	REJECT
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

U S WEST, Inc.
1801 California Street, Suite 5100
Denver, Colorado 80202
303 672-2759
Facsimile 303 298-8197

KLW-20
10/10/00
Page 1

USWEST

Laura Ford
Senior Attorney

June 16, 2000

VIA FAX

Mitchell H. Menezes, Esq.
Room 1575
1875 Lawrence Street
Denver, CO 80202

Re: AT&T/U S WEST Colorado Interconnection Agreement (the "Colorado ICA")

Dear Mitch:

This letter is to respond to your letter dated June 13, 2000. I sent you a separate letter addressing your questions about Judge Daniel's decision on June 15, 2000.

It is AT&T that is ignoring the Colorado ICA, not U S WEST. To clarify we believe that IP and POI are the same thing. Although we are each responsible for our networks on our sides of the POI, this does not mean that you are entitled to the use of our network without ordering LIS trunking. Also, you continue to be factually incorrect regarding your POI for Vail/Breckenridge. You have established your POI at Vail and we are not asking you to establish additional POIs. You have ordered LIS trunking from Vail to the Breckenridge end office, and we were pleased to see that you have now, under protest, included further LIS trunking for this local calling area in your trunking plan for in accordance with the terms of the Colorado ICA. I reiterate that all other CLECs, including those that have opted into your ICA and who are doing substantially more local business in Colorado than AT&T, are ordering this type of trunking in similar situations. We must deal with AT&T in a non-discriminatory manner.

While you are correct that the Colorado ICA in the Forecasting section at Paragraph 10.4, does state that "[i]nitial trunking will be established between AT&T's switching centers and USWC's access tandem(s)," this initial trunking has been accomplished in order to accommodate your desire for one LRN per LATA. Now you will need to order the LIS trunking in accordance with your trunking plan. And as you correctly state, for interexchange traffic you do have LIS trunking to the U S WEST access tandems. For local traffic, you need to establish trunking either to the local tandem or end office, as appropriate.

I hope that this addresses these issues to AT&T's satisfaction.

Sincerely,

Laura Ford

Laura D. Ford

cc: Jeff Lords
Scott Schipper

Karen Chandler-Ferguson
Doug Cook

WUTC		
DOCKET NO.	UT-00 3022 UT-00 3040	
EXHIBIT #	378	
ADMIT	W/D	REJECT
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

1801 California Street, Suite 1100
Denver, Colorado 80202
303 672-2759
Facsimile 303 295-6973

KLW-21
10/10/00
Page 1

USWEST

Laura Ford
Senior Attorney

June 15, 2000

VIA FAX

Mitchell H. Menezes, Esq.
Room 1575
1875 Lawrence Street
Denver, CO 80202


Re: AT&T/US WEST Colorado Interconnection Agreement (the "Colorado ICA")

Dear Mitch:

This letter is a follow up to my letter to you dated June 1, 2000 partially responding to your letter dated May 17, 2000. In this letter I will address your questions about Judge Daniel's decision.

We agree with your interpretation of Section 3.5 of Part A of the Colorado ICA that you are entitled to amend the Colorado ICA to adopt the single POI per LATA decision when the final judgment is entered in the MCI appeal subject to further appellate action. However that amendment will need to include provisions for paying Private Line rates for the transport associated with such a configuration. Also, the issue of a single POI in a LATA will be probably be addressed by the Colorado Commission in the 271 proceeding. Before choosing to design your network in a single POI per LATA configuration, you will have to assess the risk that the Commission could assess cost recovery in addition to the Private Line rates for the transport.

Sincerely,



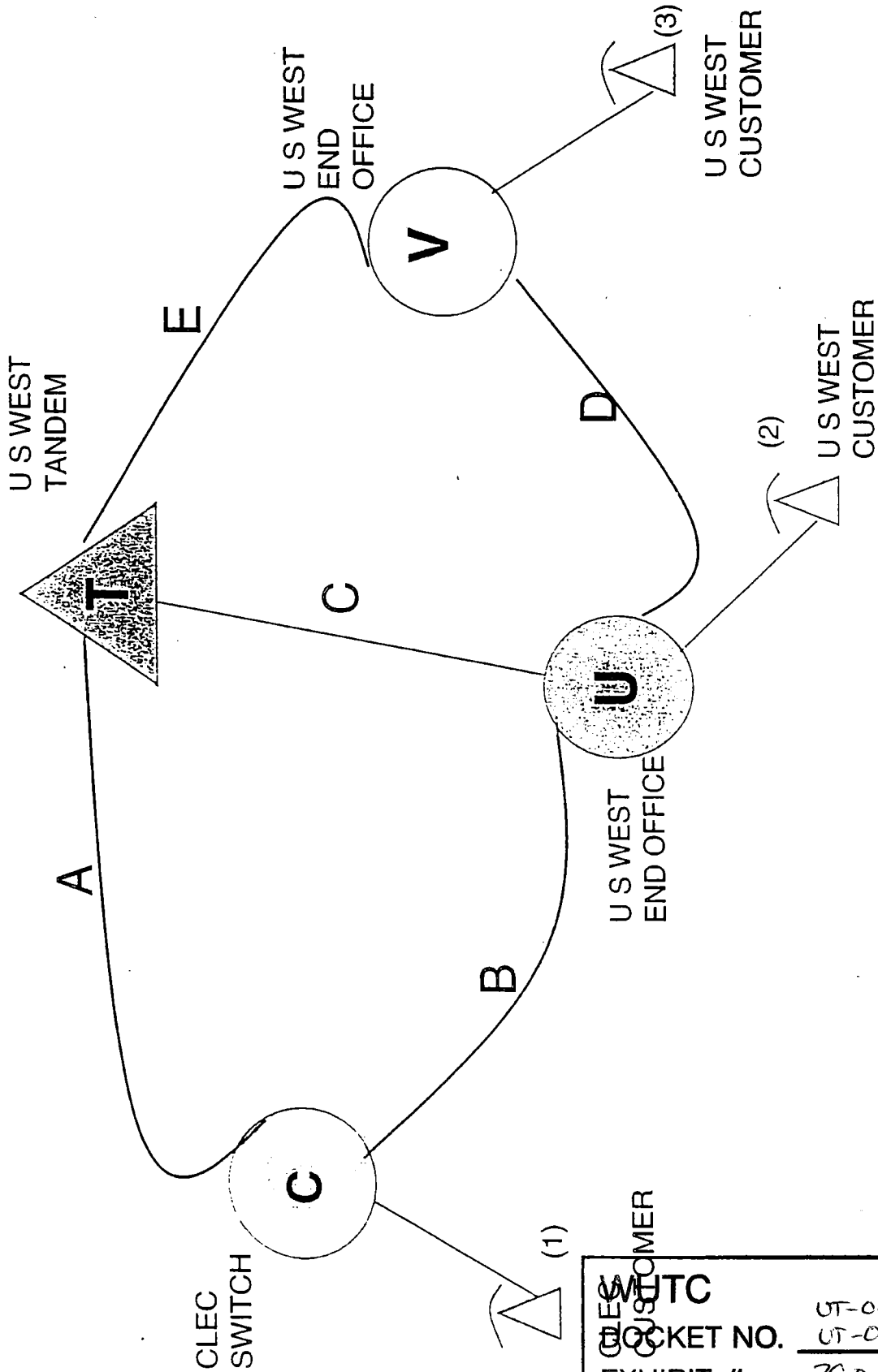
Laura D. Ford

cc: Jeff Lords
Scott Schipper
Patty Hahn
Tim Bessey
Mark Miller

Karen Chandler-Ferguson
Doug Cook
Chuck Steese
Garry Beigtol
Phil Douglass

WUTC		
DOCKET NO.	UT-003022	
EXHIBIT #	UT-003040	
ADMIT	W/D	REJECT
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TYPICAL INTERCONNECTION TRUNKING



SWITCH		
BUCKET NO.	UT-003022 UT-003040	
EXHIBIT #	380	
ADMIT	W/D	REJECT
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

**BEFORE THE WASHINGTON UTILITIES
AND TRANSPORTATION COMMISSION**

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14

In the Matter of the Investigation Into)
U S WEST Communications, Inc.'s)
Compliance With Section 271 of the)
Telecommunications Act of 1996)
_____)

Docket No. UT-003022

In the Matter of U S WEST Communications,)
Inc.'s Statement of Generally Available)
Terms Pursuant to Section 252(f) of the)
Telecommunications Act of 1996)
_____)

Docket No. UT-003040

RECEIVED
OCT 10 PM 3:35
OFFICE OF THE CLERK
WASHINGTON UTILITIES AND TRANSPORTATION COMMISSION

**AFFIDAVIT OF KENNETH L. WILSON
REGARDING LOCAL NUMBER PORTABILITY**

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AT&T Communications of the Pacific Northwest, Inc. and AT&T Local Services
on behalf of TCG Seattle and TCG Oregon (collectively "AT&T") hereby submit this
Affidavit of Kenneth L. Wilson for the Second Set of Workshops on Interconnection,
Collocation, Local Number Portability, and Resale. Specifically, this Affidavit will
address Checklist Item 11 – Local Number Portability.

QUALIFICATIONS

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28

1. My name is Kenneth L. Wilson, and I am a Senior Consultant and
Technical Witness with Boulder Telecommunications Consultants, LLC. My business
address is 970 11th Street, Boulder, Colorado, 80302. I am submitting this affidavit on
behalf of AT&T. My qualifications are set forth in full in the Affidavit Regarding
Interconnection and Collocation, which has been filed contemporaneously with this
Affidavit.

WUTC		
DOCKET NO.	UT-003022	
	UT-003040	
EXHIBIT #	381	
ADMIT	W/D	REJECT
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1 consumers flexibility in the way they use their telecommunications services and
2 promotes the development of competition among alternative providers of telephone
3 and other telecommunications services.³

4 7. Conversely, the FCC recognized that:

5 a lack of number portability likely would deter entry by
6 competitive providers of local service because of the value
7 customers place on retaining their telephone numbers. Business
8 customers, in particular, may be reluctant to incur the
9 administrative, marketing, and goodwill costs associated with
10 changing telephone numbers. As indicated above, several studies
11 show that customers are reluctant to switch carriers if they are
12 required to change telephone numbers. To the extent that
13 customers are reluctant to change service providers due to the
14 absence of number portability, demand for services provided by
15 new entrants will be depressed. This could well discourage entry
16 by new service providers and thereby frustrate the pro-competitive
17 goals of the 1996 Act.⁴

18 8. Section 271(c)(2)(B) of the 1996 Act requires a BOC to comply with the
19 number portability regulations adopted by the FCC pursuant to section 251.⁵ Section
20 251(b)(2) requires all LECs “to provide, to the extent technically feasible, number
21 portability in accordance with requirements prescribed by the Commission.”⁶ In order to
22 prevent the cost of number portability from thwarting local competition, Congress
23 enacted section 251(e)(2), which requires that “[t]he cost of establishing
24 telecommunications numbering administration arrangements and number portability shall
25 be borne by all telecommunications carriers on a competitively neutral basis as

³ *In the Matter of Telephone Number Portability*, First Report and Order and Further Notice of Proposed Rulemaking, CC Docket No. 95-116, FCC 96-286, ¶ 28 (released July 2, 1996) (“*First Number Portability Order*”).

⁴ *Id.* ¶ 31 (citations omitted).

⁵ 47 U.S.C. § 271(c)(2)(B)(xii).

⁶ *Id.*, § 251(b)(2).

1 determined by the Commission.”⁷

2 9. Pursuant to these statutory provisions, the FCC requires that RBOCs
3 provide number portability in a manner that allows users to retain existing telephone
4 numbers “without impairment in quality, reliability, or convenience.”⁸ In addition, the
5 FCC requires the RBOC to demonstrate that it can coordinate number portability with
6 loop cutovers in a reasonable amount of time and with minimum service disruption.

7 **II. Summary of Qwest’s Purported Evidence of Compliance.**

8 10. Qwest represents that it satisfies the requirements in Section 271 for
9 number portability requirements in Washington. In support of the assertion Qwest states
10 that it has legally binding commitments to provide number portability to competitive
11 local exchange carriers (“CLECs”), in accordance with the Act and FCC rules, in its
12 Commission-approved interconnection agreements and its SGAT. For performance, it
13 cites to the Regional Oversight Committee (“ROC”) performance measures for number
14 portability: OP-8B – “Coordinated Local Number Portability (LNP) Timeliness
15 (percent)” and OP-8C – “Non-Coordinated LNP Triggers Set on Time (percent)” –
16 measures that will be audited and tested in the months to come.

17 11. In addition, Qwest cites to the fact that it has purportedly deployed long-
18 term (database or permanent) number portability (“LNP”) in a number of its switches in

⁷ *Id.*, § 251(e)(2); see also *Application of BellSouth Corporation pursuant to Section 271 of the Communications Act of 1934, as amended, to provide in region-inter LATA services in Louisiana*, CC Docket No. 98-121, FCC 98-271, (released October 13, 1998) ¶ 274 (“*BellSouth Second Louisiana Order*”); *In the Matter of Telephone Number Portability*, Third Report and Order, 13 FCC Rcd 11701, 11702-04 (1998) (“*Third Number Portability Order*”); *In the Matter of Telephone Number Portability*, Fourth Memorandum Opinion and Order on Reconsideration, CC Docket No. 95-116, ¶¶ 1, 6-9 (Jun. 23, 1999) (“*Fourth Number Portability Order*”).

⁸ *BellSouth Second Louisiana Order*, ¶ 276.

1 Washington and that it provides four methods of INP for those exchanges not yet
2 converted to LNP. Qwest also contends that as of May 31, 2000, Qwest has ported a
3 percentage of telephone numbers in Washington, while providing no evidence of the
4 CLEC experience with these ports.

5 **III. Review of Qwest's Purported Compliance With Checklist Item 11.**

6 12. Qwest does not meet the minimum standards for compliance with
7 Checklist Item 11 for two main reasons. First, as I will show below, Qwest's SGAT
8 contains insufficient detail to satisfy Qwest's obligations for providing number
9 portability. I will suggest additional language for the SGAT as well as changes to
10 existing language. Second, the commercial experience that AT&T has experienced with
11 Qwest over the past year in the porting of numbers has not been good. AT&T has
12 experienced a high percentage of problems with Qwest number portability. The
13 problems can be grouped into the following categories:

- 14 • Loss of outbound and inbound service (caused by premature porting);
- 15 • Loss of inbound service (caused by late porting);
- 16 • Poor notification of cutovers and cutover problems;
- 17 • Failure to address problems caused by Qwest features;
- 18 • Problems in testing during and after cutover;
- 19 • Problems with IMA in ordering number portability;
- 20 • Improper billing after cutover; and
- 21 • Reassignment of ported numbers.

1 13. These problems are indicative of serious Qwest process problems, which
2 must be fixed by changes to the way in which Qwest provisions number porting and the
3 way in which Qwest interacts with the CLEC. I will describe the problems, each in its
4 turn and the associated processes that must be changed or added to eliminate the cause of
5 the problems. Many of these process changes must be specified in the Qwest SGAT to
6 assure that Qwest uses the most efficient porting methods. AT&T no longer orders
7 Interim Number Portability (INP) and has no comments at this time on Qwest's
8 compliance with FCC requirements for INP.

9 **IV. Analysis of Qwest's SGAT.**

10 **A. SGAT Analysis – Required Revisions and Additions.**

11 14. Section 10.2 of the Qwest SGAT contains Qwest's proposal for providing
12 Local Number Portability. Qwest's proposal is only two pages long and, as I will show
13 below, is inadequate for dealing with number portability, which requires more complex
14 and detailed processes and SGAT provisions. I will review problems with the language
15 currently in the SGAT and will recommend suggested revisions and additions.

16 15. Section 10.2.1 of the SGAT addresses Qwest's general obligations to
17 provide number portability. This section provides:

18 10.2.1 U S WEST will provide Local Number Portability (LNP),
19 also known as long-term number portability, in a non-
20 discriminatory manner. U S WEST will coordinate LNP
21 with Unbundled Loop cutovers in a reasonable amount of
22 time and with minimum service disruption.

23 16. Section 10.2.1 only addresses coordinated cutovers for number ports
24 where unbundled loops are involved. Qwest also must provide coordinated cutover

1 where the CLEC is self-providing the loop. In many areas, AT&T provides service via
2 its own loops as one of its service offerings. AT&T has concerns with the Qwest
3 processes for coordinated number porting where AT&T provides its own loop over
4 Hybrid Fiber Coax (HFC) facilities. These problems will be described later in this
5 Affidavit. SGAT provision 10.2.1 must be revised to provide for coordinated cutovers
6 for all number ports. SGAT Section 10.2.1 should be amended as follows:⁹

7 10.2.1 Qwest will provide Local Number Portability (LNP), also
8 known as long-term number portability, in a non-
9 discriminatory manner. Qwest will coordinate LNP with
10 loop cutovers, including both Unbundled Loops and loops
11 that are provisioned by the CLEC in a reasonable amount
12 of time and with minimum service disruption.

13 17. Section 10.2.2 provides insufficient detail on Qwest's responsibility to
14 comply with the FCC's rules on number portability. Number portability is governed by a
15 complex set of industry guidelines that require Qwest's compliance. First, Section 10.2.2
16 should make reference to these industry guidelines by specifying the guidelines of the
17 Industry Numbering Committee of the ATIS Practices.

18 18. Second, additional detail should be added on industry guidelines.
19 Accordingly, Section 10.2.2 should be amended in a two ways. Existing Section 10.2.2
20 should be revised to add the following language:

21 10.2.2 Qwest will offer Local Number Portability in compliance
22 with the FCC's rules and regulations and the guidelines of
23 the INC committee of the ATIS Practices. Deployment of
24 LNP will be in accordance with the FCC's implementation
25 schedule. In accordance with industry guidelines, the

⁹ Where I advocate changes to the SGAT, I reproduce the language provided by Qwest and show proposed additions with underlining and proposed deletions struck through, except where extensive additions are clearly suggested and underlining would be distracting.

1 publications of LNP capable switches and the schedule and
2 status for future deployment will be identified in the Local
3 Exchange Routing Guide (LERG), and the Qwest website
4 at:

5 www.uswest.com/disclosures/netdisclosure414/index.html.

6 19. Next, the following new provisions should be added to Section 10.2.2 of
7 the SGAT to assure that Qwest continues to comply with standards set by the FCC and
8 appropriate standards bodies:

9 10.2.2.1 QWEST and CLEC shall work to implement the LRN-PNP
10 solution in accordance with the relevant FCC rulings and
11 NANC (North American Numbering Council) guidelines
12 specified in Section 10.2.2.3.

13 10.2.2.2 QWEST and CLEC shall implement number portability in
14 an end office upon the written request of the other Party in
15 accordance with FCC timelines.

16 10.2.2.3 The Parties shall adhere to the generic requirements for
17 LRN-PNP as specified in the following publications and
18 FCC Orders:

19 10.2.2.3.1 ATIS, TRQ No. 2, *Technical Requirements*
20 *for Number Portability - Switching Systems*,
21 April, 1999;

22 10.2.2.3.2 ATIS, TRQ No. 3, *Technical Requirements*
23 *for Number Portability - Database and*
24 *Global Title Translation*, April 1999;

25 10.2.2.3.3 ATIS, TRQ No. 1, *Technical Requirements*
26 *for Number Portability - Operator Services*
27 *Switching Systems*, April 1999;

28 10.2.2.3.4 FCC First Report and Order and Further
29 Notice of Proposed Rulemaking; FCC 96-
30 286; CC Docket 95-116, RM 8535;
31 Adopted: June 27, 1996; Released: July 2,
32 1996;

1 10.2.2.3.5 FCC First Memorandum Opinion And Order
2 On Reconsideration; FCC 97-74, CC Docket
3 No. 95-116, RM-8535; Adopted: March 6,
4 1997; Released: March 11, 1997;

5 10.2.2.3.6 FCC Second Report and Order, FCC 97-
6 298, CC Docket No. 95-116, RM 8535,
7 Adopted August 14, 1997, Released August
8 18, 1997; and

9 10.2.2.3.7 North American Number Council Report
10 from the LNP Administration Selection
11 Working Group, April 25, 1997.

12 20. Section 10.2.6 of the SGAT specifies provisioning intervals for number
13 portability with specified delays for large orders. The intervals specified for number
14 ports by Qwest are too long. These intervals seem to be connected with the simultaneous
15 provisioning of UNE loops. As discussed above, Qwest will also be provisioning number
16 ports where the CLEC is provisioning the loop. Shorter intervals should be contemplated
17 for these ports where UNE loops are not involved. In addition, the longer intervals for
18 large orders take effect at thresholds that are too low. It should be noted that these
19 intervals are for number portability, not the provisioning of UNE loops. Number
20 portability is an OSS driven process that should be relatively insensitive to the number of
21 number ports in an order. Number portability requires the customer's number to be
22 disconnected at the Qwest switch (logically, not physically) and appropriate database
23 updates, so that calls to the customer number from Qwest switches and from other
24 switches are accurately routed to complete calls. These actions do not require manual
25 changes to the switch or to facilities connecting switches. Section 10.2.6 also contains an
26 exception for situations where facilities are not available. This exception should be

1 removed, as there are no facilities issues with number portability. The porting of a
2 number from Qwest to a CLEC frees up facilities. No additional facilities are required.
3 Accordingly, Section 10.2.6 should be modified as follows:

4 10.2.6 Standard Due Date Intervals. Service intervals for LNP are
5 described below. ~~These intervals apply when facilities~~
6 ~~and network capacity are available. Where facilities or~~
7 ~~network capacity are not available, intervals are on an~~
8 ~~Individual Case Basis (ICB).~~ Orders received after 3:00
9 P.M. are considered the next business day. The following
10 service intervals have been established for local number
11 portability:

	<u>Number of lines</u>	<u>Interval</u>	
12			
13	Simple (1FR/1FB)	1-50	4 business days
14			(includes FOC
15			24hr interval)
16		51 or more lines	Project Basis
17	Complex (PBX Trunks		
18	/ISDN)	1-25	5 business days
19			(includes FOC
20			24hr interval)
21		26 or more lines	Project Basis
22	Centrex	1-20	5 business days
23		21 or more lines	Project Basis

24 21. In addition to the changes to existing language advocated by AT&T
25 above, the following language, reflecting necessary provisions not contemplated by
26 Qwest's existing language, must be added to the SGAT.

27 22. There is no provision relating to managed cutovers for number portability.
28 AT&T has attempted to negotiate with Qwest to establish an out-of-hours-cutover
29 process for over a year without success. In other states, Qwest has now proposed a
30 process for managed cutovers, including out-of-hours cutovers. They have not done so in

1 Washington. Although establishing a process is a positive step, the provisions Qwest has
2 proposed for managed cuts in other states are inappropriate and insufficient. For
3 example, Qwest has set the hourly rates so high that CLECs could not afford to do these
4 cutovers, especially out of hours, except in extraordinary circumstances.

5 23. AT&T proposes that the following Section be added to the SGAT to
6 address managed cutovers:

7 10.2.10 Managed Cut: A Managed Cut permits CLEC to select a
8 coordinated cut for LNP. The request is offered on a 24 x 7
9 basis.

10 10.2.10.1 The date and time for the coordinated cut requires up-front
11 planning and may need to be negotiated between Qwest
12 and CLEC. All requests will be processed on a first come,
13 first served basis and are subject to Qwest's ability to meet
14 a reasonable demand. Considerations such as system
15 downtime, switch upgrades, switch maintenance, and the
16 possibility of other CLECs requesting the same FDT in the
17 same switch (switch contention) are reviewed. In the event
18 that any of these situations would occur, Qwest will
19 negotiate with CLEC for an agreed upon FDT prior to
20 issuing the Firm Order Confirmation (FOC). Because of
21 this up-front coordination and FDT negotiation efforts, the
22 FOC interval will begin upon completion of negotiations
23 between Qwest and CLEC for the frame due time.
24 Otherwise, standard intervals will apply.

25 10.2.10.2 CLEC shall request a Managed Cut by submitting a Local
26 Service Request (LSR) and designating a Managed Cut in
27 the Remarks section of the LSR form.

28 10.2.10.3 CLEC will incur additional charges for the managed cut
29 dependent upon the FDT. The rates are based on whether
30 the request is within normal business hours or out of hours.
31 Normal business hours are 7:00 a.m. to 7:00 p.m., local
32 time, Monday through Friday and the rate is a standard rate.
33 Out of hours, except for Sundays and Holidays is at the
34 overtime rate. Sundays and Holidays are at a premium rate.
35 Exhibit A of this Agreement contains rates for coordinated

1 out of hours cuts.

2 10.2.10.4 Charges for Managed cuts shall be based upon actual hours
3 worked in 1/2 hour increments multiplied by the number of
4 Qwest personnel actively participating in the cut provided,
5 however, Qwest notifies the CLEC of the number of Qwest
6 personnel actively participating in the cut and CLEC
7 approves the number of Qwest personnel actively
8 participating in the cut.

9 10.2.10.5 Qwest will schedule the appropriate number of employees
10 prior to the cut, based upon information provided by
11 CLEC. The CLEC will also have appropriate personnel
12 scheduled for the negotiated FDT. If such information
13 requires modification during the cut and, as a result, non-
14 scheduled employees are required, CLEC shall be charged
15 a three hour minimum callout per each additional non-
16 scheduled employee. If the cut is either cancelled, or
17 supplemented to change the due date, within 24 hours of
18 the negotiated FDT, the CLEC will be charged a 3 hour
19 minimum.

20 10.2.10.6 In the event that the LNP conversion is not successful, the CLEC
21 and Qwest agree to isolate and fix the problem in a timeframe
22 acceptable to the CLEC or the customer. If the problem cannot be
23 corrected within a timeframe acceptable to the CLEC or the
24 customer, the CLEC may request the restoral of Qwest service for
25 the customer. Such restoration shall occur immediately upon
26 request and shall not require the submission of additional orders or
27 otherwise involve any Qwest process designed for new or
28 returning customers that may delay restoring the customer to
29 service.

30 24. Next, a new provision should be added to specify the circumstances under
31 which one of the parties may charge for a database dip for number porting. Without this
32 language, CLECs may be incorrectly charged by Qwest. AT&T proposes that the
33 following language be added as a new Section 10.2.11:

34 10.2.11 For local calls to an NXX in which at least one number has
35 been ported via LRN-PNP at the request of a CLEC, the
36 Party that owns the originating switch shall query an LRN-

1 PNP database as soon as the call reaches the first LRN-
2 PNP-capable switch in the call path. The Party that owns
3 the originating switch shall query on a local call to an NXX
4 in which at least one number has been ported via LRN-PNP
5 prior to any attempts to route the call to any other switch.
6 Prior to the first number in an NXX being ported via LRN-
7 PNP at the request of a CLEC, ILEC may query all calls
8 directed to that NXX, subject to the billing provisions of
9 Section 4.1, and provided that ILEC's queries shall not
10 adversely affect the quality of service to AT&T's
11 customers or end-users as compared to the service ILEC
12 provides its own customers and end-users.

13 A Party shall be charged for an LRN-PNP query by the
14 other Party only if the Party to be charged is the N-1 carrier
15 and it was obligated to perform the LRN-PNP query but
16 failed to do so. Parties are not obligated to perform the
17 LNP-PNP query prior to the first port in an NXX.

18 On calls originating from a Party's network, the Party will
19 populate, if technically feasible, the Jurisdiction
20 Information Parameter (JIP) with the first six digits of the
21 originating LRN in the Initial Address Message.

22 25. Out-of-hours cutovers are a critical component of a CLEC being afforded
23 a meaningful opportunity to compete, especially considering the difficulties that Qwest
24 has encountered with number portability. Absent the ability to cutover customer service
25 on evenings and weekends, CLECs will not be able to win and retain customers.
26 Residential customers want to schedule conversions to meet their own personal life.
27 Business customers want to minimize the impact of cutovers and associated service
28 outages that might occur to their business, by scheduling the conversions on off-hours.
29 Thus, the ability of CLECs to perform these conversions to meet customer needs is
30 crucial.

1 26. In addition, language must be added to the SGAT to provide for joint
2 administration of the Service Management Systems (SMS). This language will insure
3 that Qwest fulfills its obligation to properly update the SMS when a number is ported and
4 to work with the CLEC if problems arise. AT&T proposes that the following language
5 be added as a new Section 10.2.12:

6 10.2.12 Qwest and CLEC shall cooperate to facilitate the
7 administration of the SMS through the process prescribed
8 in the documents referenced in Section 10.2.3.

9 27. Further, additional language needs to be added to the SGAT to better
10 describe the processes involved in ordering LNP. First, language must be added to
11 require Qwest to respond promptly to the CLEC with a Firm Order Confirmation (FOC).
12 The FOC is the acknowledgement by Qwest of when the number will be ported. Qwest
13 has been tardy in its FOC responses to AT&T, leading to uncertainty as to the
14 commitment date and delays in overall processing of orders. AT&T recommends that the
15 following Section be added as a new Section 10.2.13.1:

16 10.2.13.1 When an LSR is sent to one Party by the other Party to
17 initiate porting via LRN-PNP, the receiving Party shall
18 return a Firm Order Confirmation (FOC) within twenty-
19 four (24) hours.

20 28. Second, an additional Section is needed for porting to unassigned numbers
21 at the CLEC's request due to special needs of some customers. Business customers
22 sometimes request this type of arrangement. AT&T proposes that the following Section
23 be added as Section 10.2.13.2:

24 10.2.13.2 Qwest agrees to port to the CLEC unassigned numbers in
25 Qwest's inventory, if available, when requested by the

1 CLEC. The CLEC will only make such requests in
2 response to a specific customer request for numbers: (1) in
3 a Qwest NXX in which the customer already has numbers
4 or (2) for service in a rate center for which the CLEC does
5 not have assigned numbering resources.

6 29. Further, a general section and additional details are needed for number
7 portability on weekends and off-business hours. AT&T has had problems with Qwest's
8 commitment to perform number ports after hours and on weekends. It is critical for the
9 CLECs to have this capability. The following provisions should be added as a new

10 Section 10.2.14:

11 10.2.14 At the CLEC's request for Weekend/Off-Business Hour
12 Number Portability in response to a specific customer
13 request or due to other business requirements, Qwest agrees
14 to: process orders, port numbers to the CLEC during off-
15 business hours on weekdays, Saturdays, and Sundays¹⁰, and
16 provide off-business hours technical and operational
17 support to resolve problems that may occur during the
18 number porting process.

19 (1) Qwest shall accept orders from the CLEC for weekend and
20 off-business hour due dates on number portability orders.
21 (the CLEC will be able to make LSR entries on this basis,
22 and LSRs transmitted by mechanized feed or otherwise will
23 not be rejected by Qwest if due date fields are completed
24 on this basis.)

25 (2) Qwest shall apply the 10-digit trigger for all number
26 portability orders. Qwest shall apply the 10-digit trigger
27 and customer translations by no later than 11:59 p.m. (local
28 time) on the business day preceding the scheduled port
29 date, and leave the 10-digit trigger and customer
30 translations in place until 11:59 p.m. (local time) on the
31 next business day following receipt of confirmation from
32 NPAC that the port was activated.

¹⁰ Number Porting may not be available during certain hours on Sundays due to NPAC maintenance down time.

- 1 (3) In order to avoid double-billing of end user customer,
2 Qwest must discontinue billing a ported customer at the
3 date and time the port is activated, as reported by NPAC to
4 Qwest.
- 5 (4) At the CLEC's request, Qwest shall either (1) transmit the
6 NPAC Port Concurrence to NPAC at the same time that
7 Qwest transmits the LSRC to the CLEC, or (2) transmit the
8 NPAC Port Concurrence to NPAC immediately upon
9 receipt of its copy of the "Create Subscription" message
10 sent by the CLEC to NPAC.
- 11 (5) At the CLEC's request, Qwest shall maintain personnel on
12 a standby basis to assist in any emergency repairs or
13 restoration required during the weekend and off-business
14 hour porting process, including at the time that the 10-digit
15 trigger and customer translations are removed.
- 16 (6) The CLEC may compensate Qwest, based upon the prices
17 established in Exhibit A of this Agreement for incremental
18 Qwest personnel made available on weekends or outside of
19 business hours by Qwest for purposes of handling troubles
20 related to weekend and off-business hour ports. This would
21 not include Qwest personnel involved in removal of the 10-
22 digit trigger and customer translations or any repairs and
23 restoration required at such time.
- 24 (7) Qwest shall ensure that its SOA connectivity to NPAC is
25 available for processing all required number portability
26 activities at all times, other than agreed upon maintenance
27 windows scheduled to be concurrent with maintenance
28 windows scheduled by NPAC.
- 29 30. Additional language needs to be added to the SGAT for the cutover of
30 LNP orders. First, language needs to be added to assure cooperation between the parties
31 to limit service outages for ported subscribers. As will be described in the section on
32 commercial experience, Qwest has not been working cooperatively with AT&T in many
33 situations, causing service outages. The following language should be added as a new
34 Section 10.2.15:

1 10.2.15 Qwest and the CLEC shall cooperate in the process of
2 porting numbers from one carrier to another so as to limit
3 service outage for the ported subscriber. Qwest shall
4 update its LNP database from the NPAC SMS data within
5 fifteen (15) minutes of receipt of a download from the
6 NPAC SMS.

7 31. As the discussion of AT&T's experience below indicates, Qwest's
8 processes for handling number porting do not appear to be working. The following
9 provisions should help improve those processes and should be added to the agreement as
10 indicated:

11 10.2.16.1 At the time of porting a number via LRN from Qwest,
12 Qwest shall insure that the LIDB entry for that number is
13 de-provisioned if the same LIDB is not being used by the
14 CLEC.

15 10.2.16.2 Qwest shall not remove the ported number from the end
16 office from which a number is being ported prior to receipt
17 of the download from the NPAC SMS, but will remove the
18 number within thirty (30) minutes thereafter unless the
19 unconditional LRN trigger is set. If the unconditional LRN
20 trigger is set, the ported number must be removed at the
21 same time that the unconditional LRN trigger is removed.

22 10.2.16.3 Qwest, from whom a number is porting, will set the
23 unconditional LRN trigger at the CLEC's request, either on
24 an individual customer basis or for all customers, at the
25 option of the CLEC.

26 32. Similarly, the following provision establishes a process for dealing with
27 excluded numbers. This provision is insurance that certain restricted numbers will not be
28 ported.

29 10.2.17 Neither Party shall be required to provide number
30 portability for excluded numbers (e.g., 500 and 900 NPAs,
31 950 and 976 NXX number services, and others as excluded
32 by FCC rulings issued from time to time) under this
33 Agreement.

1 33. Also, the following Section should be added for porting of mass calling
2 numbers. Qwest should not restrict the porting of numbers that have been designated as
3 numbers assigned to “choke” network facilities. These are numbers, such as ticket sales
4 or radio call in shows, where excessive numbers of calls may occasionally overload the
5 local network.

6 10.2.18 Both parties are required to offer number portability of
7 telephone numbers with “choke” (i.e., mass calling) NXXs
8 in a manner that complies with the LNPA Working Group
9 High Volume Call-In Report to the NANC of February 18,
10 1998 until such time as these may be modified by the
11 NANC or FCC.

12 34. Finally, the following Section should be added for the porting of Direct
13 Inward Dial (DID) block numbers. DID is an important business service. The CLEC
14 must have the opportunity to win part of a customer’s DID business and have those
15 numbers properly ported:

16 10.2.19.1 ILEC and the CLEC shall offer number portability to
17 customers for any portion of an existing DID block without
18 being required to port the entire block of DID numbers.

19 10.2.19.2 ILEC shall permit customers who port a portion of DID
20 numbers to retain DID service on the remaining portion of
21 the DID numbers.

22 **B. Analysis of Qwest’s Alleged Compliance with Checklist Item 11 in Light of**
23 **AT&T’s Experiences.**

24 35. As noted above, to be in compliance with Checklist Item 11, Qwest must
25 prove, by a preponderance of the evidence, that it provides number portability in a
26 manner that allows users to retain existing telephone numbers “without impairment in

1 quality, reliability, or convenience” and that it can coordinate number portability with
2 loop cutovers in a reasonable amount of time and with minimum service disruption.

3 36. It is AT&T’s experience that Qwest does not satisfy these obligations.

4 While Qwest witness Ms. Bumgarner states that Qwest has ported numbers in its region –
5 albeit a fairly small number when compared to the total number of access lines served by
6 Qwest, she does not detail any of the CLECs’ experience for those ports. AT&T has had
7 a great deal of experience ordering and cutting over ported numbers from Qwest. AT&T
8 ports numbers from Qwest with and without UNE loops for both residential and business
9 customers. Based upon this experience, I have identified the following concerns with
10 Qwest’s provisioning of number portability. Many of the revisions and additions to the
11 SGAT that I have proposed above are designed to address these areas of concerns and, if
12 properly implemented, may greatly improve Qwest’s provisioning of number portability.

13 1. **Loss of outbound and inbound service (caused by premature porting).**

14 37. When Qwest ports a customer number to AT&T before the loop is ready,
15 the customer loses service. This can happen in two different situations: 1) when AT&T
16 requests a loop for the customer from Qwest; and 2) when AT&T provides its own loop
17 to the customer. This is a serious customer-affecting problem, which can be life-
18 threatening or, if a business customer, can cause loss of business. If this occurs, the
19 customer has no capability to dial 911 or any emergency number during the number
20 porting process. This problem is happening far too often.

21 38. In the first situation, when AT&T requests a loop and a number port from
22 Qwest to serve a customer, the cutover of the loop from the Qwest switch to the AT&T

1 switch must be concurrent with the porting of the number. If the number is ported before
2 the loop is cutover, the customer's service is disconnected. The Qwest switch effectively
3 stops providing service to the customer's line before the AT&T switch has dial tone
4 available for the line. The customer will lose dial tone and will be unable to place or
5 receive calls. This condition can be fixed either by successfully cutting over the loop that
6 is being leased from Qwest or by reinstating service on the Qwest switch, effectively
7 unporting the number.

8 39. In the second situation, AT&T provides a new loop to a customer, either
9 via its cable telephony or fixed wireless facilities. This could happen to any CLEC who
10 self-provisions its own loops. When AT&T requests the customer be ported for this new
11 physical loop, if the number is ported by Qwest before the new loop is in place, the
12 customer will lose telephone service. The resulting impact is identical to the situation
13 described above, where the customer completely loses dial tone until the new loop is in
14 place. This condition can be fixed either by successfully cutting over the loop or by
15 reinstating service on the Qwest switch, effectively unporting the number.

16 40. In both situations, there must be good communication and coordination
17 between Qwest and the CLEC. This is not happening in many cases. Timing problems
18 between the initiation of the number port and the cutover of the loop can be caused by
19 Qwest, by the customer or by AT&T. If Qwest is late with its part of the loop cutover or
20 early with the number port, service is lost. If the customer requests a delay in activation
21 of service on the new loop and Qwest does not postpone the number port in a timely

1 manner, service will be lost. If AT&T has problems with its part of the loop cutover and
2 Qwest does not postpone the number port in a timely manner, service will be lost.

3 41. Qwest must review its processes with AT&T and other CLECs to
4 determine how cases of early porting can be reduced.

5 **2. Loss of inbound service (caused by late porting).**

6 42. Another source of actual customer problems is where the number is ported
7 later than desired. If a leased loop or self-provided loop is cutover to the customer before
8 the number is ported, the customer will be able to dial out (i.e., place calls) but the
9 customer will be unable to receive calls from any callers other than those callers that are
10 also receiving service from the AT&T switch. Since the vast majority of customers
11 subscribe to Qwest service, effectively very few calls will be completed to this AT&T
12 customer. This problem occurs when the new loop is physically cut over, but the number
13 portability databases are not updated with the correct information. This problem is
14 especially serious for business customers, as they will not receive calls for orders, client
15 contacts, etc.

16 43. Late porting is often caused by a lack of coordination in the Qwest
17 processes. The end-user number should be ported at the same time as the loop is cut
18 over. If the loop that is being cut over from Qwest is a leased loop, Qwest has most of
19 the provisioning and porting processes under its control and the coordination that would
20 be the cause of a late number port is mostly internal to Qwest. If AT&T or the CLEC is
21 self-provisioning the loop, the problem of early number porting could be caused by either
22 an internal Qwest coordination problem or a coordination problem with AT&T or the

1 CLEC. In any of these cases, the effect on the end-user is the same, loss of inbound call
2 capability.

3 44. Qwest should be required to review its processes with AT&T and other
4 CLECs to determine how cases of late porting can be reduced.

5 **3. Poor notification of cutovers and cutover problems.**

6 45. Qwest is failing to notify AT&T in a timely manner, and sometimes not at
7 all, of: 1) a cutover that is complete; and 2) problems with the cutover. This is a process
8 and communication problem that must be solved by Qwest in consultation with the
9 CLECs. In addition, Qwest should add SGAT language to require prompt notification to
10 CLECs for the following:

- 11 • Notification of completion of the number portability process for a particular order,
- 12 • Notification of in-process problems which require CLEC action to correct,
- 13 • Notification of any logistical problems in completing an order,
- 14 • Notification of problems within Qwest which are causing problems with the
15 completion of the order,
- 16 • Notification of need to delay in completing the order, or
- 17 • Notification for any other reason.

18 **4. Failure to address problems with the interaction of Qwest switch**
19 **features and ported numbers.**

20 46. Qwest appears to have a serious problem with the interaction of their new
21 redial feature with some ported numbers. Qwest has instituted a new redial feature in
22 some locations. When a Qwest customer dials another Qwest customer and the line is

1 busy, an announcement is received by the caller stating that for 75 cents Qwest will
2 continue to dial the line being called until the line is no longer busy. If the customer
3 originating the call chooses the feature, they will be automatically called back by the
4 Qwest switch when the line is no longer busy and their original call will be connected.

5 47. A problem has arisen with the interaction of this feature with some ported
6 numbers. If AT&T ports a customer to AT&T service and the customer does not select
7 voicemail as an option, the Qwest redial feature is giving Qwest customers a recorded
8 disconnect message of the type, "The number you are dialing has been disconnected"
9 when they try the redial feature to the ported number.

10 48. To make matters worse, when the Qwest customers called Qwest to
11 complain about this problem, Qwest told them that the reason this was happening was
12 due to a problem with AT&T and that if their friend would switch back to Qwest, the
13 problem would go away. When AT&T contacted Qwest, Qwest refused to open a trouble
14 ticket on the problem, blaming AT&T for the problem. In fact, the problem is a Qwest
15 problem. The Qwest switch is not checking the SS7 messages and status of the ported
16 numbers correctly. AT&T entered 46 trouble tickets on this problem in the past few
17 weeks. Qwest refused to work the problem, until a Vice President at AT&T threatened to
18 escalate the problem to Vice President level at Qwest. Qwest has temporarily suspended
19 the feature in their switches until the problem can be resolved. It is, however, disturbing
20 that it took several weeks and high-level escalation to get Qwest to address the problem.

1 It is also disturbing that Qwest employees used this as a marketing opportunity against
2 AT&T.

3 49. Qwest must institute processes and procedures to quickly address new
4 problems that occur with number portability. There may be additional interaction
5 between number portability and new features as Qwest adds them to their switches.
6 Qwest must have a better way to address these problems quickly. Qwest should add
7 language to the SGAT to address this type of problem.

8 **5. Problems in testing during and after cutover.**

9 50. AT&T has encountered problems in testing during number porting with
10 Qwest. These problems have occurred both during normal testing in the cutover process
11 and when a specific problem has been encountered. There have been occasions when no
12 tester was available at Qwest, when the testers at Qwest said that they did not have time
13 to do the testing, and when testing was in progress and Qwest inappropriately terminated
14 the testing. Most of the problems seem to be indicative of a lack of resources at Qwest to
15 do the testing and poor communications by Qwest with the CLEC. The SGAT should be
16 revised to address this testing concern to insure that Qwest will work with the CLEC to
17 adequately test during number porting.

18 **6. Problems with IMA in ordering number portability.**

19 51. AT&T has encountered problems with the Qwest Interconnection
20 Mediated Access (IMA) system, which is one of the interfaces that Qwest offers CLECs

1 to order number portability.¹¹ These problems fall into several categories:

- 2 • IMA system unavailable;
- 3 • IMA system will not allow a change in customer address (on occasion);
- 4 • IMA will not provide customer name or address (on occasion); or
- 5 • Other miscellaneous problems.

6 Hopefully, these problems will be addressed during the systems testing process that is
7 being conducted by Qwest in association with the ROC test.

8 **7. Improper billing after cutover.**

9 52. AT&T and its customers have experienced problems with Qwest billing
10 processes associated with number portability. The most prevalent problem is when
11 former Qwest customers continue to receive bills for local service from Qwest after the
12 number has been ported to AT&T. An associated problem is the accuracy of the
13 wholesale bill that Qwest sends to AT&T for the loop, when AT&T is leasing facilities
14 from Qwest.

15 **8. Reassignment of ported numbers.**

16 53. In late 1999 and early 2000, Qwest had a process problem with the
17 assignment of phone numbers to new Qwest customers. The problem arose when Qwest
18 ported a number to a CLEC and allowed the number to go back into its pool of numbers
19 available for reassignment. Qwest subsequently reassigned the number to a new Qwest
20 customer or to a new customer line. When this occurred, both the Qwest customer and

¹¹ These problems may also exist with the EDI interface, although AT&T's experiences have occurred primarily with the IMA interface.

1 the AT&T customer had the same phone number, causing confusion and loss of service
2 for one or both customers.

3 54. Qwest claims this problem has been fixed. AT&T has no record of this
4 problem reoccurring in the past 6 months, but we obviously don't know if other CLECs
5 have encountered this problem. AT&T would like some assurances from Qwest that this
6 problem has been permanently fixed. Qwest should describe what it has done to remedy
7 this problem and identify the number of reoccurrences of this problem since the
8 beginning of the year.

9 CONCLUSION

10 55. The commercial experience of AT&T with numbers ported from Qwest
11 indicates that serious process problems exist with Qwest's compliance with Checklist
12 Item 11. In addition, the SGAT is seriously deficient in addressing the needs of CLECs
13 for number portability. Qwest must make extensive amendments to its SGAT and
14 incorporate numerous process changes to ensure that: 1) the CLEC customers are able to
15 retain existing telephone numbers "without impairment in quality, reliability, or
16 convenience" and 2) that number portability is coordinated with loop cutovers in a
17 reasonable amount of time and with minimum service disruption. Until Qwest
18 demonstrates that its processes are fixed through improved performance and the SGAT is
19 amended, Qwest has not and cannot fulfill the requirements of Checklist Item 11.

**BEFORE THE WASHINGTON UTILITIES
AND TRANSPORTATION COMMISSION**

In the Matter of the Investigation Into)
 U S WEST Communications, Inc.'s) Docket No. UT-003022
 Compliance With Section 271 of the)
 Telecommunications Act of 1996)
 _____)

In the Matter of U S WEST Communications,) Docket No. UT-003040
 Inc.'s Statement of Generally Available)
 Terms Pursuant to Section 252(f) of the)
 Telecommunications Act of 1996)
 _____)

**AT&T'S RESPONSES TO APPENDIX B QUESTIONS TO CLECS
REGARDING CHECKLIST ITEM 11 –
LOCAL NUMBER PORTABILITY**

Appendix B, V. Section 271(c)(2)(B) – Competitive Checklist	AT&T Testimony Cite
1. Which items on the competitive checklist has Qwest satisfied or not satisfied? Support conclusions with relevant documentation.	Wilson, pp. 6-28
2. Which of the fourteen checklist items is Qwest presently providing to your company on a commercial basis? Are you purchasing checklist items pursuant to an interconnection agreement that was approved by this Commission under section 252 of the Act? If not, under what terms are the items being purchased?	AT&T is purchasing LNP from Qwest pursuant to the AT&T/U S WEST and TCG/U S WEST Interconnection Agreements
3. How many of each checklist item is Qwest providing to your company?	
4. Give the date that the request for each checklist item was made by your company.	
5. Give the date Qwest began providing each item and the time period for which it was provided (i.e., continuous or discontinued, and applicable time period).	
6. Specify whether your company is using these items to provide service to your own retail customers.	AT&T is using LNP to provide service to its customers
7. Describe the steps Qwest has taken to ensure your company nondiscriminatory access to each item.	Wilson, pp. 6-28

WUTC
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UT-003040
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8. Describe the steps Qwest has taken to ensure that each item is available to your company at just and reasonable rates.	Wilson, pp. 12-14
9. What pricing methodology does Qwest use for each item?	See AT&T/U S WEST and TCG/U S WEST Interconnection Agreements; (It is not known whether Qwest uses any specific methodology for pricing LNP)
10. What steps does Qwest follow to provide your company with access to poles, ducts, and rights-of-way?	Not applicable to this LNP testimony
11. Describe the performance standards Qwest meets regarding the quality, reliability, and timeliness of providing checklist items.	Performance will be addressed in a future workshop
12. How were those performance standards determined?	See Response to No. 11
13. Describe how the quality and reliability of checklist items that Qwest is providing to your company are comparable to the quality and reliability of such items Qwest provides to itself or its customers.	Wilson, pp. 20-28 Performance will be addressed in a future workshop
14. Describe how the quality and reliability of checklist items that Qwest is providing to your company are consistent with any current or expected national standards.	Wilson, pp. 3-5; 8-10
15. Has your company raised significant complaints about any of the mechanisms that Qwest has instituted to order, provision, or maintain checklist items and services, or to ensure adequate levels of performance quality on an ongoing basis? If so, describe the complaints and the forum used to address them.	Wilson, pp. 20-28; See <u>AT&T v. U S WEST</u> , WUTC Docket No. UT-991292
16. If Qwest is not currently offering a checklist item, answer the following: i) is Qwest capable of providing the item commercially? ii) would your company defray costs of provisioning the item if provisioning was unique to your company? iii) what are Qwest's plans, intentions and anticipated schedule to offer the item in the future, and iv) what steps must Qwest take before they can be deemed to have offered the item?	i. Performance will be addressed at a future workshop ii. N/A iii. N/A iv. Wilson pp. 6-28
17. Does Qwest's OSS system have the capacity to accommodate current or future demand for checklist item services by your company in a reasonable and timely manner? If not, why not?	Qwest's OSS systems are being reviewed by ROC

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BEFORE THE WASHINGTON UTILITIES AND TRANSPORTATION COMMISSION

In the Matter of the Investigation into
U S WEST COMMUNICATIONS, INC.'S
Compliance with Section 271 of the
Telecommunications Act of 1996

Docket No. UT-003022

**SUPPLEMENTAL RESPONSIVE TESTIMONY OF
KENNETH L. WILSON
FOR
METRONET SERVICES CORPORATION**

OCTOBER 31, 2000

1 **Q. PLEASE STATE YOUR NAME, POSITION, EMPLOYER, AND BUSINESS**
2 **ADDRESS.**

3 A. My name is Kenneth L. Wilson. I am a Senior Consultant and Technical Witness with
4 Boulder Telecommunications Consultants, LLC. My business address is 970 11th Street,
5 Boulder, Colorado, 80302. I am filing this testimony on behalf of MetroNet Services
6 Corporation (MetroNet).

7 **Q. PLEASE REVIEW YOUR EDUCATION AND RELEVANT WORK**
8 **EXPERIENCE.**

9 A. I received a BS in Electrical Engineering from Oklahoma State University in 1972. I
10 received an MS in Electrical Engineering from the University of Illinois in 1974. I
11 completed all the course work for a Ph.D. in Electrical Engineering at the University of
12 Illinois in 1975.

13 I am in my third year with Boulder Telecommunications Consultants, LLC as
14 Senior Consultant and Expert Witness. I have represented CLECs in regulatory and civil
15 forums in dozens of cases over the past three years, primarily in the Qwest 14 state
16 region. From 1995 through early 1998, I was the Business Management Director for
17 AT&T in Denver, managing one of the groups responsible for getting AT&T into the
18 local market in the Qwest states. My primary responsibility was lead negotiator for
19 AT&T with Qwest in the 14 Qwest states. I was also the senior technical manager in
20 Denver during that time, leading teams working on local network and interconnection
21 planning, OSS interface architectures, and the technical aspects of product delivery.

22 For the 15 years before coming to Denver, I worked at Bell Labs in New Jersey in
23 a variety of positions. From January 1994 through May 1995, I led a team at Bell Labs
24 investigating the various network infrastructure alternatives for entering the local
25 telecommunications market. From 1992 through 1993, I was one of the key team leaders
26 on a project to reduce AT&T's capital budget for network infrastructure. From 1986

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1 through 1992, I led a Bell Labs group that was responsible for network performance
2 planning and assurance for AT&T Business Markets. From 1983 through 1985, I was a
3 member of the first AT&T Bell Labs cellular terminal design team. From 1980 through
4 1982, I was a member of a network architecture and network planning team at Bell Labs
5 for AT&T's long distance services.

6 **Q. WHAT IS YOUR PURPOSE IN FILING THIS TESTIMONY?**

7 A. I intend to address one aspect of how Qwest uses its market power to craft tariffs and
8 price lists that effectively segment the market so as to provide favorable prices and terms
9 to its strategic retail customers while making it difficult for resellers such as MetroNet to
10 be able to obtain the same volume discounts.

11 **Q. WHY IS THIS RELEVANT TO SECTION 271 OF THE**
12 **TELECOMMUNICATIONS ACT?**

13 A. Sections 251(c)(4) and 271(c)(2)(B)(xiv) of the Telecommunications Act require Qwest
14 to make its services available for resale free of any "unreasonable or discriminatory
15 conditions or limitations." This Commission and the FCC must reach a legal conclusion
16 on whether the issues I have raised amount to unreasonable or discriminatory as a matter
17 of law under Sections 251 and 271. I am not giving a legal opinion on that issue. What I
18 intend to show is that as a matter of fact, Qwest's tariffs and price lists discriminate
19 against resellers and restrict resale in a way that I believe is unreasonable based on how
20 those services are provided.

21 **Q. HOW DOES QWEST DISCRIMINATE AGAINST RESELLERS AND**
22 **RESTRICT RESALE IN AN UNREASONABLE AND DISCRIMINATORY**
23 **MANNER?**

24 A. Qwest discriminates against resellers and restricts resale in an unreasonable and
25 discriminatory manner through terms, conditions and pricing schemes that have a
26 disproportionate impact upon resellers when compared to Qwest's retail customers.

1 **Q. COULD YOU GIVE ME AN EXAMPLE?**

2 A. Yes. The principal vehicle that resellers use in Washington is a service called Centrex
3 Plus. This is a service that Qwest designed and developed to retain its favored customers,
4 such as the state of Washington and other large customers who might otherwise have
5 switched to PBXs. In order to make the service attractive to such large customers, Qwest
6 offers steep discounts for Centrex lines from regular business line and PBX trunk rates.
7 For example, in Washington the rate for a business line is over \$25. Rates for Centrex
8 lines can be less than half of that for large customers.

9 **Q. IS THERE ANYTHING WRONG WITH SUCH VOLUME DISCOUNTS?**

10 A. Not necessarily, if they are structured properly and do not discriminate against resellers.
11 It may well be beneficial to Qwest and ratepayers to keep large customers on the
12 network, rather than having them switch to other carriers or to alternative technologies
13 and abandoning lines that are already in place to serve such customers. It is important,
14 however, that such discounts be made available for resale on an equivalent basis.

15 **Q. WHY IS IT IMPORTANT FOR VOLUME DISCOUNTS TO BE MADE**
16 **AVAILABLE FOR RESALE ON NONDISCRIMINATORY TERMS?**

17 A. One reason is to provide an additional incentive to ensure that Qwest does not cross-
18 subsidize services it provides to its favored customers. If Qwest is forced to offer volume
19 discounted services to resellers, then presumably it would price its services in a way that
20 ensures that it can make money on the services regardless of who buys them, a reseller or
21 a large Qwest retail customer. In other words, it will ensure that the volume discounts it
22 offers bears some rational relationship to the cost savings that Qwest realizes by
23 providing a large volume of services.

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1 **Q. DOESN'T CENTREX PLUS DO THIS?**

2 A. No. Pursuant to the Commission's orders in Docket UT-950200, Qwest offers the same
3 discount on its lines (called NACs) to resellers that it offers to its retail customers.¹ With
4 Centrex features, however, which this Commission has competitively classified, Qwest
5 has created the artifice of a "per location" pricing scheme. What this means is that Qwest
6 charges a different price for vertical switching features such as conference calling and
7 speed dialing if a customer has a large number of lines at a single location versus a large
8 number of lines at multiple locations. The price difference is dramatic. For a customer
9 with fewer than 20 lines at a location, Qwest charges \$6.68 for features per month. For a
10 customer with over 50 lines at a single location, the customer pays only \$1.17 for the
11 same vertical switching features.²

12 **Q. DOES THIS PRICING SCHEME BEAR A RATIONAL RELATIONSHIP TO**
13 **COST?**

14 A. No. In fact it bears no relation to costs. Vertical switching features reside within the
15 central office switch. Within any given switch, the costs to provide vertical switching
16 features to any given line are exactly the same.³ Indeed, if a switch technician were
17 standing next to the line cards at a switch where a 100 Centrex loops were terminated, he
18 would have no way of knowing, without checking Qwest's databases, whether those line
19 cards serve a single location or 100 different geographically disbursed locations. It is
20 simply impossible based on current network architecture for switching feature costs to
21 vary based on the number of lines at a location.

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24 ¹ Although I understand that Qwest originally sought to restrict volume discounts on a location specific basis.

25 ² Based on Qwest's Washington Price List, Section 9.1.16, Original Sheet 36, Effective August 30, 2000.

26 ³ Indeed, depending on how one looks at it, since the features are resident in every switch they are arguably a zero cost element.

1 **Q. IS THERE ANY JUSTIFICATION FOR THE QWEST PRICING SCHEME IN**
2 **THE WAY SWITCHES PROVIDE CENTREX FEATURES?**

3 A. No. The switch provides features on a per-loop basis, irrespective of where the loop
4 terminates. The switch does not distinguish between loops based on geography.
5 Particular switch features can be assigned to any loop or group of loops. The switch has
6 no way of knowing the geographic location of the other end of the loop. Feature
7 assignment is based on phone number, not on loop location. When it comes to the
8 recurring cost of providing Centrex features to 100 loops, it makes no difference if 100
9 loops terminate at one location or 100 different locations.

10 **Q. USING YOUR EXAMPLE, PLEASE EXPLAIN HOW THIS KIND OF PRICING**
11 **SCHEME DISCRIMINATES AGAINST RESELLERS.**

12 A. Resellers by nature aggregate geographically disbursed customers for purposes of
13 obtaining volume discounts that are offered by facilities-based carriers. The FCC's local
14 competition order requires ILECs to permit CLECs to aggregate their customers for
15 purposes of volume discounts.. In the Matter of Implementation of the Local
16 Competition Provisions in the Telecommunications Act of 1996, CC Dockets No. 96-98
17 and 95-185, First Report and Order, 11 F.C.C.R. 15499, 15971 (1996). The practical
18 effect of the location based pricing is to significantly hinder resellers' ability to obtain the
19 highest level of discounts because their customers are geographically dispersed, not
20 lumped altogether in a single location. In my view, this is discriminatory against
21 resellers, as a practical matter, because it costs Qwest no more to provide vertical
22 switching features to resellers' diverse locations than it does to provide the features to
23 Qwest's favored large customers.

24 **Q. DOES QWEST'S SGAT ADDRESS THIS ISSUE?**

25 A. Yes. The SGAT specifically prohibits aggregation of reseller customer locations for
26 purposes of Centrex volume discounts. SGAT § 6.2.2.9.1.

1 **Q. HOW DO YOU BELIEVE THE COMMISSION SHOULD ADDRESS THIS**
2 **ISSUE?**

3 A. I believe the Commission should not approve Qwest's SGAT or its Section 271 petition
4 until Qwest allows resellers to aggregate diverse customer locations for purposes of
5 obtaining volume discounts. I would allow a qualified and limited exception to this
6 condition in only one circumstance. The exception would be if Qwest can demonstrate
7 with verifiable cost studies that the cost to serve different locations varies by the number
8 of lines served at the location. Three important qualifications would be, first, that the
9 cost studies need to be reviewed in a public docket (subject to notice and hearing
10 requirements) in which CLECs can have access to the cost studies, under protective order
11 if necessary. Second, if an exception is allowed to the no per-location pricing rule for
12 resellers it would have to be in proportion to the demonstrated cost difference. For
13 example, a 10 percent cost difference could not support a 100 percent price difference.
14 Third, even if Qwest could demonstrate location-based cost differences, it may not charge
15 resellers different prices unless the retail tariff or price list requires location-based
16 pricing.

17 **Q. IS YOUR RECOMMENDATION APPROPRIATE FOR PRICE-LISTED**
18 **SERVICES AND IF SO, WHY?**

19 A. Yes it is. In this docket, MetroNet is not asking the Commission to change any prices—
20 whether tariffed or price-listed—at all. Sections 251 and 271 of the Telecommunications
21 Act apply to all telecommunications services ILECs offer at retail, regardless of how
22 states may or may not regulate the prices for such services. If the Commission
23 determines that Qwest's pricing schemes constitute unreasonable or discriminatory
24 conditions or limitations on resale, then it should recommend denial of Qwest's 271
25 application or conditional approval as I have outlined above. Qwest is then free to
26 maintain its pricing scheme or change it in order to obtain Section 271 relief if it wishes.

1 The fact that the Act establishes incentives for ILECs to eliminate discrimination and
2 restrictions against resale and that state commissions play a part in determining if they
3 have done so in no way implies that this Commission would be exercising price control
4 over services classified as “competitive” under state law.

5 **Q. DOES THIS CONCLUDE YOUR TESTIMONY AT THIS TIME?**

6 A. Yes it does.

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METRONET SERVICES CORPORATION/SEC.271

DOCKET NO. UT-003022

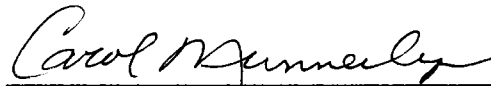
I hereby certify that I served the foregoing SUPPLEMENTAL RESPONSE TESTIMONY OF
KENNETH L. WILSON FOR METRONET SERVICES CORPORATION on:

Please see attached Service List

by the following indicated method or methods:

- by **faxing** full, true, and correct copies thereof to the attorneys at the fax numbers shown above, which are the last-known fax numbers for the attorneys' offices, on the date set forth below. The receiving fax machines were operating at the time of service and the transmissions were properly completed, according to the attached confirmation reports.
- by **mailing** full, true, and correct copies thereof in sealed, first-class postage-prepaid envelopes, addressed to the attorneys as shown above, the last-known office addresses of the attorneys, and deposited with the United States Postal Service at Seattle, Washington, on the date set forth below.
- by sending full, true and correct copies thereof via **overnight courier** in sealed, prepaid envelopes, addressed to the attorneys as shown above, the last-known office addresses of the attorneys, on the date set forth below.
- by causing full, true and correct copies thereof to be **hand-delivered** to the attorneys at the attorneys' last-known office addresses listed above on the date set forth below.
- By **e-mailing** to the e-mail addresses as noted on attached service list

DATED this 31st day of October, 2000.



Carol Munnery

SERVICE LIST
DOCKET NO. UT-003022

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Margaret Bumgarner
Qwest
1600 7th Avenue, Rm. 2803
Seattle, WA 98191
PH: (206) 345-4360
FX: (206) 345-5134
e-mail: mbumgar@notes.mnet.uswest.com

Lisa Anderl
Qwest
1600 7th Avenue, Rm. 3206
Seattle, WA 98101
PH: (206) 345-1574
FX: (206) 343-4040
e-mail: landerl@uswest.com

Steven Beck
Senior Attorney
U S WEST Communications, Inc.
1801 California Street, Ste. 5100
Denver, CO 80202
PH: (303) 672-2736
FX: (303) 295-7096
e-mail: srbeck@uswest.com

Kara Sacilotto
Perkins Coie
607 14th Street, NW
Washington, DC 20005-2011
PH: (202) 434-1633
FX: (202) 434-1690
e-mail: sacik@perkinscoie.com

McLeod USA Telecommunications Svcs.
6400 C Street, SW
Cepar Rapids, IA 52406

Kaylene Anderson
Nextlink Washington, Inc.)(T582)
1000 Denny Way, Suite 200
Seattle, WA 98109
PH: (206) 315-6317
FX: (206) 315-6330
e-mail: ksanderson@nextlink.com

Nigel Bates
Electric Lightwave
4400 NE 77nd Avenue
Vancouver, WA 98662
PH: (360) 816-5001
FX: (360) 816-3821
e-mail: nbates@eli.net

Penny Bewick
New Edge Network
3000 Columbia House Blvd., Ste. 106
Vancouver, WA 98661
e-mail: pbewick@newedgenetworks.com

1 Greg Bogus
Metronet Services
2 800 Stewart Street, Ste. 300
Seattle, WA 98101
3 PH: (206) 223-1400
FX: (206) 682-7997
4 e-mail: greg.bogus@foxiinternet.net

Marti Allbright
Mpower Communications
5711 S. Benton Circle
Littleton, CO 80123
PH: (303) 798-9531
FX: (303) 798-9534
e-mail: marti@allbright.org

5
6 Laura Izon
Covad Communications Company
7 4250 Burton Dr.
Santa Clara, CA 95054
8 PH: (408) 987-1105
FX: (408) 987-1111
9 e-mail: lizon@covad.com

Julia Waysdorf
DonnaMozine
ICG Communications, Inc.
161 Inverness Drive West
Englewood, CO 80112
PH: (303) 414-5414
FX: (303) 414-5817
e-mail: julia_waysdorf@icgcomm.com

10
11 Rhonda Weaver
AT&T Communications
1501 S. Capitol Way, Ste. 204
12 Olympia, WA 98501
PH: (360) 705-3677
13 FX: (360) 705-4177
e-mail: rhondaweaver.@att.com

Andrew Isar, Director -- State Affairs
Telecommunications Resellers Assoc.
3220 Uddenberg Lane, Suite 4
Gig Harbor, WA 98335
PH: (253) 851-6700
FX: (253) 851-6474
e-mail: aisar@harbor-group.com

14
15 Nancy Judy
AVP External Affairs
United Telephone Company of the
16 Northwest
902 Wasco Street
17 M.S. A0412
Hood River, OR 97031
18 PH: (541) 387-9265
FX: (541) 387-9753
19 e-mail: nancyj@sprintnw.com

Rich Lipman
McLeod USA
6400 C Street, SW
Cedar Rapids, IA 52406
PH: (319) 790-6259
FX: (319) 790-7008
e-mail: rlipman@mcleodusa.com

20 Christine Mailloux, Associate General
Counsel
21 Northpoint Communications
303 Second Street
22 San Francisco, CA 94107
PH: (415) 365-7576
23 FX: (415) 403-4004
e-mail: cmailloux@northpointcom.com

Sue Williams
JATO Communications Corporation
1099 18th Street, Ste. 2200
Denver, CO 80202

24
25
26

1 Eric S. Heath
Sprint
2 MS: NVLSVB0207
330 S. Valley View Blvd.
3 Las Vegas, NV 89107
PH: (702) 244-6541
4 FX: (702) 244-7380
e-mail: eric.s.heath@mail.sprint.com

Ann Hopfenbeck
WorldCom
707 17th Street, Suite 3600
Denver, CO 80202
PH: (303) 390-6106
FX: (303) 390-6333
e-mail: Ann.Hopfenbeck@wcom.com

5 Gregory J. Kopta
6 Davis Wright Tremaine
2600 Century Square, 1501 Fourth Avenue
7 Seattle, WA 98101-1688
PH: (206) 622-3150
8 FX: (206) 628-7699
e-mail: gregkopta@dwt.com

Dennis Ahlers, Senior Attorney
Eschelon Telecom, Inc.
730 Second Avenue, S. Ste. 1200
Minneapolis, MN 55402
PH: (612) 436-6249
FX: (612) 376-4411
e-mail: ddaehlers@eschelon.com

9
10 Mark P. Trincherro
11 Davis Wright Tremaine
1300 SW 5th Avenue, Suite 2300
12 Portland, OR 97201-5682
PH: (503) 241-2300
13 FX: (503) 778-5299
e-mail: marktrincherro@dwt.com

Shannon E. Smith
Assistant Attorney General
Attorney General's Office
1400 South Evergreen Park Dr., SW
P. O. Box 40128
Olympia, WA 98504-0128
PH: (360) 664-1189
FX: (360) 586-5522
e-mail: ssmith@wutc.wa.gov

14
15
16 Robert Cromwell
Assistant Attorney General
17 Public Counsel
900 4th Avenue, Suite 2000
18 Seattle, WA 98164
PH: (206) 389-2055
19 FX: (206) 389-2058
e-mail: robertc1@atg.wa.gov

R. Dale Dixon, Jr.
Davis Wright Termaine LLP
1300 SW Fifth Avenue, Ste. 2300
Portland, OR 97201
PH: (503) 241-2300
FX: (503) 778-5441
e-mail: daledixon@dwt.com

20 Mary B. Tribby
21 AT&T Law Department
1875 Lawrence St., Ste. 1500
22 Denver, CO 80202
PH: (303) 298-6508
23 FX: (303) 298-6301
e-mail: mbtribby@att.com

Robert E. Cattnach
Qwest
Dorsey & Whitney, LLP
Pillsbury Center South
220 South Sixth Street
Minneapolis, MN 55402
PH: (612) 340-2873
FX: (612) 340-2807
e-mail: cattanach.robert@dorseylaw.com

24
25
26

1 Kathryn L. Thomas
2 VP Regulatory & Public Policy
3 Advanced Telcom Group, Inc.
4 100 Stony Point Road, Ste. 130
5 Santa Rosa, CA 95401
6 PH: (707) 535-8999
7 FX: (707) 284-5001
8 e-mail: kthomas@atgi.net

Lisa Rackner
Ater Wynne
222 SW Columbia, #1800
Portland, OR 97201-6618
PH: (503) 226-1191
FX: (503) 226-0079
e-mail: lfr@aterwynne.com

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**BEFORE THE WASHINGTON UTILITIES
AND TRANSPORTATION COMMISSION**

In the Matter of the Investigation Into)
 U S WEST Communications, Inc.'s) Docket No. UT-003022
 Compliance With Section 271 of the)
 Telecommunications Act of 1996)

In the Matter of U S WEST Communications,) Docket No. UT-003040
 Inc.'s Statement of Generally Available)
 Terms Pursuant to Section 252(f) of the)
 Telecommunications Act of 1996)

VERIFICATION OF KENNETH L. WILSON

I, Kenneth L. Wilson, being duly sworn, hereby state that I am a Senior
 Consultant and Technical Witness with Boulder Telecommunications Consultants, LLC.

I have been retained by AT&T Communications of the Pacific Northwest, Inc. and
 AT&T Local Services on behalf of TCG Seattle and TCG Oregon to provide expertise
 on technical matters involved in the above captioned docket. By this Verification, I
 hereby verify the factual assertions contained in the Affidavit of Kenneth L. Wilson
 Regarding Interconnection, Collocation and Resale and the Affidavit of Kenneth L.
 Wilson Regarding Number Portability, submitted in connection with Workshop 2 in this
 proceeding, are true and correct statements to the best of my knowledge and expertise.

FURTHER AFFIANT SAYETH NOT.

Dated this 24 day of October, 2000.

Kenneth L. Wilson

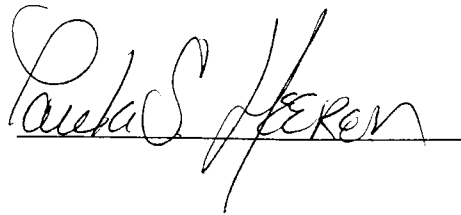
WUTC
 Kenneth L. Wilson
 DOCKET NO. UT-003022
UT-003040
 EXHIBIT # 384

ADMIT <input checked="" type="checkbox"/>	W/D <input type="checkbox"/>	REJECT <input type="checkbox"/>
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STATE OF COLORADO)
) ss
CITY AND COUNTY OF DENVER)

SUBSCRIBED AND SWORN TO before me this 9th day of October, 2000 by Kenneth L. Wilson who certifies that the foregoing is true and correct to best of he knowledge and belief.

Witness my hand and official seal.



A handwritten signature in cursive script, reading "Paula S. Heron", is written over a horizontal line.

Notary Public

My commission expires:

01/22/2003

10.2.5.3. LNP Order Activity Flow-Through; Coordination; Support

10.2.5.3.1 Most LNP order activity is "flow-through," meaning that the ten (10) digit unconditional trigger, or line side attribute (LSA) trigger, can be set automatically. CLEC may request any due Date/Frame Due Time (DD/FDT) where the trigger can be set automatically, although there may be some instances when Qwest or the NPAC provides CLEC with electronic notice of specific blocks of time which cannot be used as a DD/FDT due to scheduled maintenance or other circumstances related to the Number Portability Administration Center/Service Management System (NPAC/SMS).

10.2.5.3.2 Qwest and CLEC understand that LNP order activity may be requested in conjunction with the provisioning (1) by Qwest of an unbundled loop under Section 9 of this Agreement or (2) by CLEC of a similar CLEC provided or third party provided, CLEC managed loop facility (either (1) or (2), a "Facilities Cutover"). Qwest and CLEC further understand that the parties must coordinate such LNP order activity with the Facilities Cutover in order to ensure that the end user is provided with uninterrupted service. Qwest shall ensure that any LNP order activity requested in conjunction with a Facilities Cutover shall be coordinated to avoid interrupting service to the end user, including, without limitation, ensuring that the end user Qwest loop not be disconnected prior to confirmation that the LNP order has been successfully processed.

10.2.5.3.3 -If the DD/FDT on a flow-through cut is outside Qwest's normal business hours for LNP later than 7:00 p.m. local time or before 7:00 a.m. local time, Qwest will have personnel available in the Repair Center to assist in the event that CLEC experiences problems during the cut. Such personnel shall perform all necessary activity required of Qwest to correct such problems and restore service to the end user as appropriate, including ensuring all coordination described in Section 10.2.5.3.2. Any assistance provided by Qwest under this Section shall not be separately charged to CLEC.

10.2.5.3.4 In addition, Qwest allows CLEC to request a Managed Cut on a 24 x 7 basis in those situations where a cut would otherwise have been flow-through, but where CLEC has a business need to have Qwest personnel dedicated to the cut. The terms and conditions for Managed Cuts are described in 10.2.5.4.

WUTC		
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EXHIBIT #	UT-003040	
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DRAFT FOR DISCUSSION PURPOSES ONLY
NOT FOR EXECUTION

**Interim Amendment No. 1 to the Interconnection Agreements
Between
AT&T Corp., AT&T Communications of the Mountain States, Inc., AT&T
Communications of the Midwest, Inc., AT&T Communications of the Pacific
Northwest, Inc., Teleport Communications Group, Inc.
MediaOne Telecommunications Corp of Minnesota
and
Qwest Corporation
(formerly doing business as U S WEST Communications, Inc.)**

This Interim Amendment No. 1 ("Interim Amendment") is made and entered into by and between AT&T Corp., AT&T Communications of the Mountain States, Inc., AT&T Communications of the Midwest, Inc., AT&T Communications of the Pacific Northwest, Inc., Teleport Communications Group, Inc. and MediaOne Telecommunications Corp of Minnesota ("AT&T") and Qwest Corporation (formerly doing business as U S WEST Communications, Inc.) ("Qwest").

RECITALS

WHEREAS, AT&T and Qwest entered into Interconnection Agreements for service in the fourteen state Qwest operating territory that was executed by AT&T on various dates and Qwest on various dates (the "Agreements"); and

WHEREAS, AT&T and Qwest desire to amend these Agreements under terms and conditions contained herein.

AGREEMENT

NOW THEREFORE, in consideration of the mutual terms, covenants and conditions contained in this Interim Amendment and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. Interim Amendment Terms.

The Parties have agreed to this Interim Amendment for all current AT&T Agreements. Due to the shortness of time, the Parties are unable to execute, in a timely manner, the actual amendments for each AT&T Agreement. The Parties will operate under this Interim Amendment until the actual amendments are executed and approved by the appropriate state commissions. The Parties agree to execute the actual amendments no later than October 20, 2000.

This Interim Amendment is made in order to add the terms, conditions and rates for Local Number Portability Managed Cuts as set forth in the Attachment for Local Number Portability Managed Cuts, attached hereto and incorporated herein.

2. Effective Date.

This Interim Amendment shall be deemed effective upon execution by both Parties.

DUCKET NO.	OT-003022	
	UT-003040	
EXHIBIT #	386	
ADMIT	W/D	REJECT
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**DRAFT FOR DISCUSSION PURPOSES ONLY
NOT FOR EXECUTION**

3. Further Amendments.

Except as modified herein, the provisions of the Agreements shall remain in full force and effect. Neither the Agreements nor this Interim Amendment may be further amended or altered except by written instrument executed by an authorized representative of both Parties.

4. No Waiver.

The Parties understand that the provisioning of Local Number Portability Managed Cuts may be considered as part of an ongoing inquiry into Qwest's applications to provide in-region interLATA service pursuant to Section 271 of the Telecommunications Act of 1996 (the "Act"), may be measured as part of an ancillary inquiry into performance measurement before the Qwest Regional Oversight Committee ("ROC") and will be a topic of discussion in renegotiations and, if necessary, arbitration of interconnection agreements pursuant to Section 252 of the Act. All Parties enter into this Interim Amendment without prejudice to or waiver of any of its rights to challenge the terms and conditions of this Interim Amendment under the Agreement, the Act, FCC or state commission rules, ROC determinations or recommendations or any applicable law.

The Parties intending to be legally bound have executed this Interim Amendment as of the dates set forth below, in multiple counterparts, each of which is deemed an original, but all of which shall constitute one and the same instrument.

AT&T

Authorized Signature

Timothy D. Boykin
Name Printed/Typed

District Manager - Local Services and
Access Management
Title

September 28, 2000
Date

QWEST CORPORATION

Authorized Signature

Elizabeth J. Stamp
Name Printed/Typed

Director-Interconnect
Title

September 29, 2000
Date

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NOT FOR EXECUTION**

**ATTACHMENT
LOCAL NUMBER PORTABILITY
MANAGED CUTS**

- 1.0 A Managed Cut permits AT&T to select a coordinated cut for Local Number Portability ("LNP"). The request is offered on a 24 x 7 basis.
- 1.1 The date and time for the coordinated cut requires up-front planning and may need to be negotiated between Qwest and AT&T. All requests will be processed on a first come, first served basis and are subject to Qwest's ability to meet a reasonable demand. Considerations such as system downtime, switch upgrades, switch maintenance, and the possibility of other Co-Providers requesting the same Frame Due Time (FDT) in the same switch (switch contention) are reviewed. In the event that any of these situations would occur, Qwest will negotiate with AT&T for an agreed upon FDT prior to issuing the Firm Order Confirmation (FOC). Because of this up-front coordination and FDT negotiation efforts, the FOC interval will begin upon completion of negotiations between Qwest and AT&T for the FDT. In special cases where a FDT must be negotiated, this interval to negotiate the FDT will not exceed two (2) days due to a Qwest error. In addition, standard intervals will apply.
- 1.2 AT&T shall request a Managed Cut by submitting a Local Service Request (LSR) and designating a Managed Cut in the Remarks section of the LSR form.
- 1.3 AT&T will incur additional charges for the Managed Cut dependent upon the FDT. The rates are based on whether the request is within normal business hours or out of hours. Normal business hours are 7:00 a.m. to 7:00 p.m., end user local time, Monday through Friday and the rate is a standard rate. Out of hours, except for Sundays and Holidays are at the overtime rate. Sundays and Holidays are at a premium rate.
- 1.4 Charges for Managed Cuts shall be based upon actual hours worked in ½ hour increments. Such charges are set forth in Section 1.7 below. AT&T understands and agrees that in the event AT&T does not make payment for Managed Cuts, unless disputed as permitted under the Agreements, Qwest shall not accept any new LSR requests for Managed Cuts.
- 1.5 Qwest will schedule the appropriate number of employees prior to the cut, normally not to exceed three employees, based upon information provided by AT&T. AT&T will also have appropriate personnel scheduled for the negotiated FDT. If such information requires modification during the cut and, as a result, non-scheduled employees are required, AT&T shall be charged a three hour minimum charge per each additional non-scheduled employee as set forth in Section 1.7 below. If the cut is either cancelled, or supplemented (supp) to change the due date, within 24 hours of the negotiated FDT, AT&T will be charged a one person 3 hour minimum charge as set forth in Section 1.7 below. If the cut is cancelled or a new due date is requested by Qwest due to a Qwest error, within 24 hours of the negotiated FDT, Qwest will be charged, by AT&T, a one

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NOT FOR EXECUTION**

person 3 hour minimum charge as set forth in Section 1.7 below. This AT&T charge will be replaced by any service performance plan related to LNP Managed Cuts, if any, adopted by the Regional Oversight Committee and approved by the Commission.

- 1.6 Qwest will negotiate with AT&T for LNP Managed Cuts or a similar service offered by AT&T.
- 1.7 Qwest will provide Managed Cuts at the following interim rates:

Managed Cut standard	Recurring NA	\$ 27.38 per ½ hour per person
Managed Cut overtime	Recurring NA	\$ 35.43 per ½ hour per person
Managed Cut premium	Recurring NA	\$ 43.49 per ½ hour per person

- 1.8 In the event that the managed LNP conversion is not successful, AT&T and Qwest agree to isolate and fix the problem in a timeframe acceptable to AT&T or the customer. If the problem cannot be corrected within a timeframe acceptable to AT&T or the customer, AT&T may request the restoral of Qwest service for the customer. Such restoration shall begin immediately upon request. If AT&T is in error then a supp will be provided to Qwest. If Qwest is in error no supp or additional order will be required of AT&T.
- 1.9 Specific details regarding the ordering of LNP service is contained in the LNP Section of the Interconnect & Resale Resource Guide or the Agreements.

4.50(a)

"Remote Premises" means all Premises other than Qwest Wire Centers and Premises adjacent to Qwest Wire Centers. Such Premises include controlled environmental vaults, controlled environmental huts, cabinets, pedestals and other remote terminals.

8.1.1.8

Remote Collocation - allows CLEC to [physically] collocate equipment in or adjacent to a Qwest Remote Premises. The terms for Remote Collocation are set forth more fully in Section 8.2.7.

in dispute

8.2.7.1

Remote Collocation allows CLEC to [physically] collocate in or adjacent to a Qwest Remote Premises.

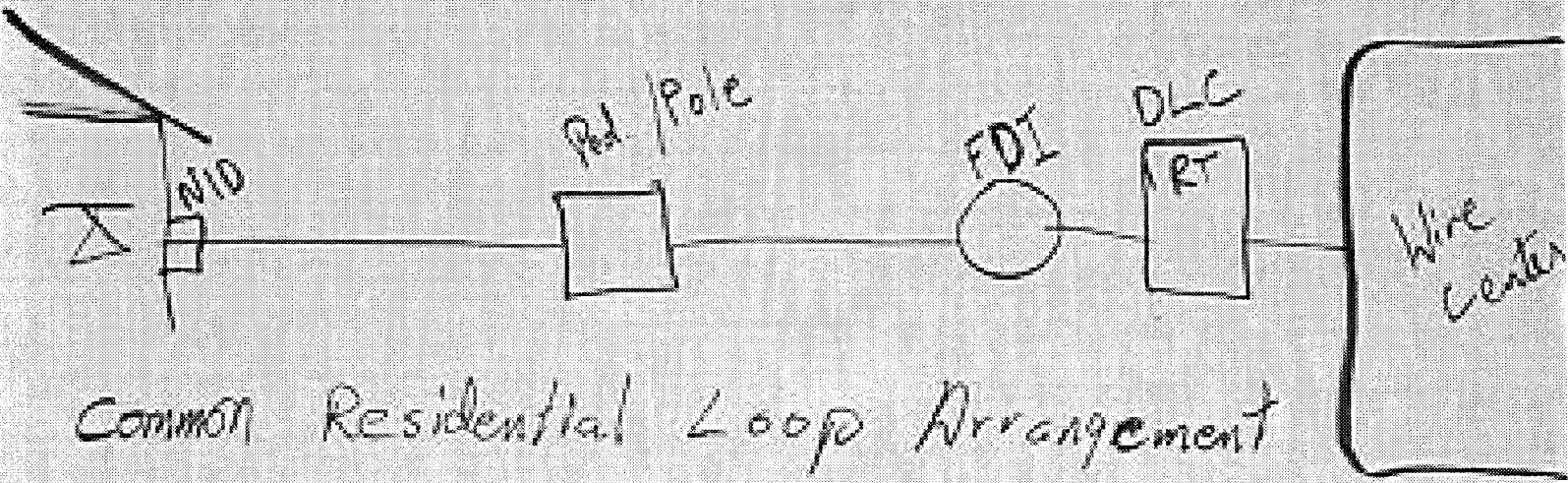
in dispute

added to track w/ 8.1.1.8

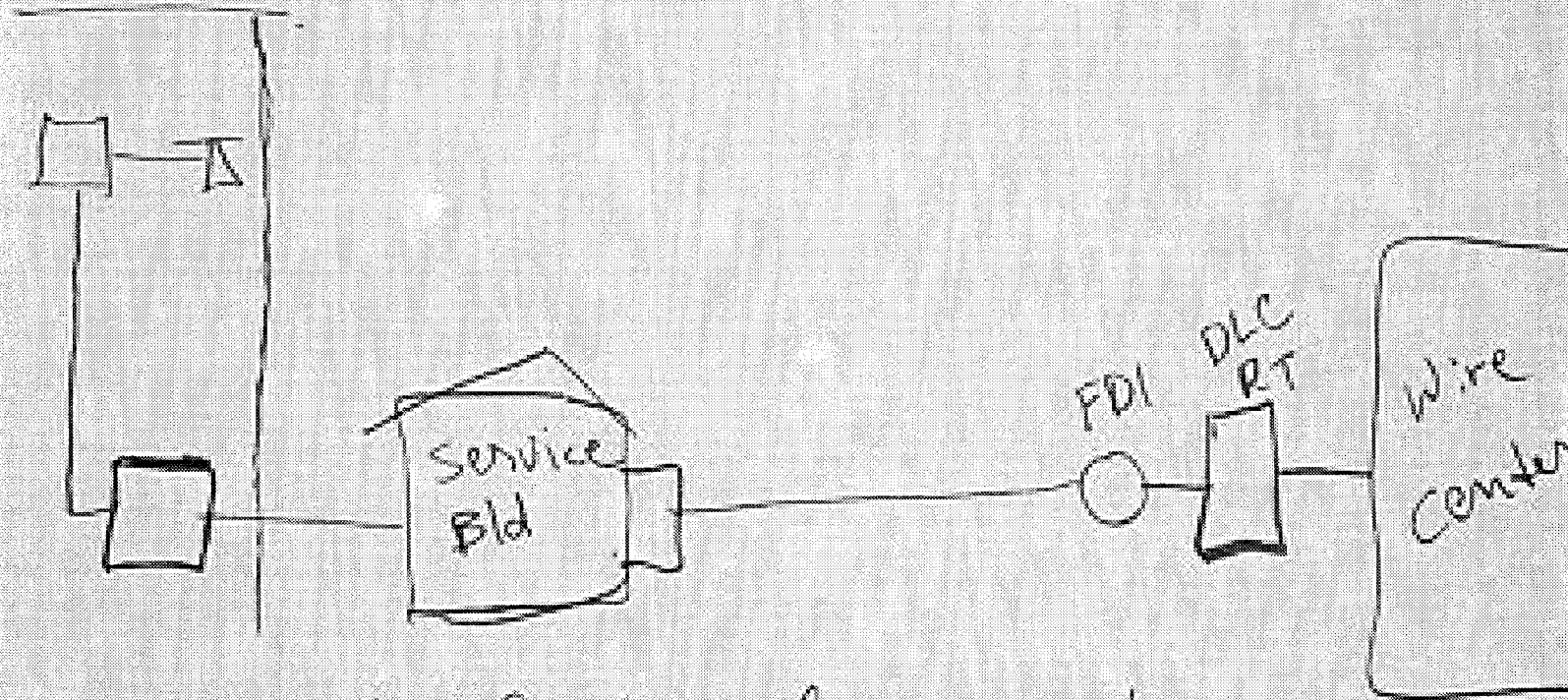
→ Consider whether this provision should be deleted. With the new definition it is now redundant to 8.1.1.8

WUTC		
DOCKET NO.	UT-003022 UT-003040	
EXHIBIT #	387	
ADMIT	W/D	REJECT
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

388



Common Residential Loop Arrangement



Example MDU Loop Arrangement

WUTC		
DOCKET NO.	UT-003022	
	UT-003040	
EXHIBIT #	388	
ADMIT	W/D	REJECT
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

AT&T EXHIBIT FOR THE WASHINGTON § 271 PROCEEDING

Proposed Language

8.4.1.2 Any changes, modifications or additional engineering requested by CLEC, subsequent to its initial order, as to the type and quantity of equipment or other aspects of the original Collocation request, must be submitted with a revised Collocation Application. Such requests will either be implemented with the original request or worked as a subsequent construction activity, dependent upon the time of submission; e.g., feasibility, quotation, or after down payment, and the extent of the modification, ~~solely at Qwest's discretion~~ consistent with the requirements of Section 8.4.1.5. Notwithstanding the foregoing, if CLEC designates that such change, modification or additional engineering be provisioned using a separate schedule from CLEC's initial request, Qwest shall accommodate such request.

WUTC		
DOCKET NO.	UT-003022	
EXHIBIT #	UT-003040	
ADMIT	W/D	REJECT
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

AT&T EXHIBIT FOR THE WASHINGTON § 271 PROCEEDING

Proposed Language

8.4.1.4.1 The following terms shall apply to the forecasting process:

- a) CLEC forecasts shall be provided as detailed in Section 8.4.1.4;
- b) CLEC forecasts shall be Confidential Information and Qwest may not distribute, disclose or reveal, in any form, CLEC forecasts other than as allowed and described in subsections "c)" and "d)" below.
- c) Qwest may disclose, on a need to know basis only, CLEC forecasts, to Qwest network and growth planning personnel responsible for ensuring that Qwest's local network can meet wholesale customer demand. In no case shall the Qwest network and growth planning personnel that have access to CLEC forecasts be involved in or responsible for Qwest's retail marketing, sales or strategic planning. Qwest will inform all network and planning personnel with access to CLEC forecasts of the confidential nature of such forecasts, and Qwest will have such personnel sign non-disclosure agreements related thereto. The non-disclosure agreements shall inform such personnel that, upon threat of termination, they may not reveal or discuss CLEC forecasts with those not authorized to receive such information.
- d) Qwest shall maintain CLEC forecasts in secure files and locations such that access to the forecasts is limited to the personnel designated in subsection "c)" above and such that no other personnel have computer access to such information.

WUTC		
	UT-003022	
DOCKET NO.	UT-003040	
EXHIBIT #	390	
ADMIT	W/D	REJECT
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>