

BEFORE THE WASHINGTON UTILITIES AND TRANSPORTATION COMMISSION

**In the Matter of the Investigation Into)
Qwest Corporation's Compliance)
with Section 271 of the) Docket No. UT-003022
Telecommunications Act of 1996)
)**

**REBUTTAL TESTIMONY FOR
CHECKLIST ITEMS 2 AND 5**

OF

KAREN A. STEWART

ON BEHALF OF

QWEST CORPORATION

February 26, 2001

TESTIMONY INDEX

| | <u>Page</u> |
|---|-------------|
| I. IDENTIFICATION OF WITNESS | 1 |
| II. PURPOSE OF REBUTTAL TESTIMONY | 1 |
| III. UNBUNDLED INTEROFFICE TRANSPORT | 3 |
| IV. GENERAL CHECKLIST ITEM 2 ISSUES | 10 |
| V. UNBUNDLED NETWORK ELEMENTS COMBINATIONS (UNE C) -- GENERAL | 23 |
| VI. ENHANCED EXTENDED LOOPS (EELS) | 38 |

1 **I. IDENTIFICATION OF WITNESS**

2 **Q. PLEASE IDENTIFY YOURSELF.**

3 A. My name is Karen A. Stewart. I am a Director in the Qwest Corporation
4 (Qwest), Regulatory Strategy organization.

5 My office is located at 421 SW Oak Street, Portland, Oregon. I filed
6 testimony on December 12, 2000 providing direct testimony on checklist
7 items 2, 5 and 6 in this docket.

8
9 **II. PURPOSE OF TESTIMONY**

10 **Q. WHAT SUBJECTS DO YOU ADDRESS IN YOUR REBUTTAL TESTIMONY?**

11 In this testimony, I will address the following issues:

- 12 • all issues regarding checklist item 5 (unbundled transport); and
- 13 • some, but not all, issues regarding checklist item 2 (unbundled network
14 elements (“UNEs”)):
 - 15 • general UNE issues,
 - 16 • general UNE-Combination issues, and
 - 17 • issues regarding enhanced extended loops (“EELs”).

18 Qwest is also filing, concurrent with this testimony, the testimony of Ms.
19 Lori Simpson, who will address UNE-P issues (part of checklist item 2)
20 and all issues regarding checklist item 6 (unbundled switching).

21 **Q. WHAT ISSUES DO YOU ADDRESS WITHIN THOSE SUBJECTS?**

22 A. The purpose of my rebuttal testimony is to respond to the issues raised in
23 the testimony of five parties:

- 1 • the testimony of Dayna D. Garvin of WorldCom, Inc. (“WCom”);
- 2 • the testimony of Michael Hydock and comments of AT&T
- 3 Communications of the Pacific Northwest, Inc., TCG Seattle, and TCG
- 4 Oregon (collectively “AT&T”),
- 5 • the testimony of Bruce Holdridge for YIPES Transmission, Inc.,
- 6 • the testimony of Rex Knowles on behalf of XO Washington, Inc., and
- 7 • the testimony of Timothy H. Peters on behalf of Electric Lightwave, Inc.

8 I have attached as Exhibit KAS-24 the SGAT changes Qwest proposes to
9 address the issues raised by other parties.

10 **Q. ARE THERE SUBJECTS RAISED BY THE PARTIES THAT YOU DO**
11 **NOT ADDRESS?**

12 A. Yes. AT&T provides comments on Network Interface Devices (NID)
13 issues that will be addressed in the Unbundled Loop portion of Workshop
14 4 scheduled for July 9 to 13, 2001 (pages 10 and 44-50). The Qwest
15 unbundled loop witness, Ms. Jean Liston, will respond to the NID issues
16 raised by AT&T in her Checklist item 4 Unbundled Loop rebuttal
17 testimony.

18 In addition, I will not cover issues covered in the Emerging Services
19 workshop.

20 **Q. PLEASE EXPLAIN HOW YOUR TESTIMONY IS STRUCTURED.**

21 A. I will first address all issues raised by the parties regarding checklist item
22 5, unbundled interoffice transport. To facilitate discussion in the
23 workshop, I have identified each transport issue with the prefix “TR.” Then
24 I will address general checklist item 2 issues, which are identified with the
25 prefix “CL2.” Next, I will address each issue raised regarding UNE-

1 Combinations, which are identified by the prefix "UNEC." Finally, I will
2 address EEL issues, which are identified with the prefix "EEL."

3
4 **III. UNBUNDLED INTEROFFICE TRANSPORT**

5 **Q. TR-1. AT&T STATES THAT THE DEFINITION OF UNBUNDLED DEDICATED**
6 **TRANSPORT ("UDIT") FAILS TO PROVIDE FOR ALL FEASIBLE**
7 **TRANSMISSION CAPABILITIES (E.G. OC48 AND OC192).¹ PLEASE**
8 **RESPOND.**

9 A. Qwest agreed and amended its SGAT language to reflect the FCC requirement:
10 "EUDITs and UDITs are available in DS1 through OC192 bandwidths and such
11 higher capacities as evolve over time where facilities are available." Qwest notes
12 that EUDIT and UDIT are available in all technically feasible bandwidths where
13 facilities exist, to include all OCN level services existing in the Qwest network at
14 the time of the CLEC's request for UDIT or EUDIT. In response to a request
15 from AT&T, Qwest has agreed to add prices for bandwidths through OC-48.
16 Higher bandwidths will be handled on an ICB basis.

17 To meet concerns raised in the Colorado workshop, Qwest has added the
18 following language to Section 9.6.1.1:

19 Qwest shall allow CLEC to access UDIT that is a part of a meet point
20 arrangement between Qwest and another local exchange carrier if CLEC
21 has an interconnection agreement containing access to UDIT with the
22 connecting local exchange carrier at the determined meet point. Qwest
23 rates, terms and conditions shall apply to the percentage of the route
24 owned by Qwest.

25 Qwest also agreed to update Technical Publication 77389, which is referenced in
26 Section 9.6.1.1. Once that publication is updated, this issue should be resolved.

27

¹ AT&T pages 25 and 26.

1 **Q. TR-2. AT&T AND WCOM ARE CONCERNED THE SGAT CREATES A**
2 **DISTINCTION BETWEEN DEDICATED TRANSPORT PROVIDED BETWEEN**
3 **TWO QWEST WIRE CENTERS (UDIT) AND DEDICATED TRANSPORT**
4 **PROVIDED BETWEEN A QWEST WIRE CENTER AND A CLEC WIRE**
5 **CENTER OR IXC POP, I.E. EXTENDED UNBUNDLED DEDICATED**
6 **INTEROFFICE TRANSPORT (“EUDIT”).² PLEASE RESPOND.**

7 A. Qwest provides existing unbundled dedicated transport between all locations
8 identified in the FCC rules and related orders. By delineating the unbundled
9 dedicated transport between the Qwest serving wire center and the CLEC central
10 office as “EUDIT”, Qwest’s intent was to clearly identify that this specific segment
11 of dedicated transport has historically been recovered in cost models and
12 resultant rate schedules as a non-distance sensitive rate element. All other
13 “interoffice” transport has typically been “cost modeled” and rated on a fixed and
14 per mile basis.

15 For example, other transport services have this segment of “transport” as a non-
16 distance sensitive rate component, e.g., in Switched Access Services it is an
17 “entrance facility” and in retail private line tariffs it is typically called a “channel
18 termination”.

19 AT&T correctly identifies (using a private line analogy) if transport was required
20 from the CLEC central office and through the Qwest serving wire center to a
21 distant Qwest central office, the CLEC would have an EUDIT (i.e. a channel
22 termination) into the serving wire center, and then UDIT (i.e., the fixed and per
23 mile) element between the serving wire center and the distant central office.

24 In response to a request in the workshops, Qwest has agreed to develop a
25 process for a CLEC to order UDIT and EUDIT on one ASR. Now that Qwest has
26 made this concession, the only issue regarding UDIT and EUDIT is one of price.

² AT&T at page 27 and WCom at page 8.

1 This is a standard industry practice on how to rate dedicated transport and is not
2 an inappropriate rate structure as implied by AT&T. The FCC suggested use of
3 existing rates for interstate dedicated switched transport as a default proxy for
4 unbundled dedicated transport.³ The FCC actually gave an example of the price
5 structure difference between the equivalent of UDIT and EUDIT:

6 Interstate access rates for dedicated transport vary by region, type of
7 circuit, mileage, and other factors. For example, BellSouth's entrance
8 facility charge, for transport from an IXC's point of presence to a BellSouth
9 serving wire center, is \$134 monthly per DS1 circuit (\$5.58 per derived
10 voice grade circuit) and \$2,100 monthly per DS3 circuit (\$3.13 per derived
11 voice grade circuit). Dedicated transport for 10 miles of interoffice
12 transmission between a serving wire center and an end office is \$325
13 monthly per DS1 circuit (\$13.54 per derived voice grade circuit) and
14 \$2,950 monthly per DS3 circuit (\$4.39 per derived voice grade circuit).
15 Installation, multiplexing and other transport-related charges may also
16 apply.⁴

17 SBC's Texas 271 Agreement provides for a price structure similar to Qwest's
18 distinction between UDIT and EUDIT:

19 The price for dedicated transport is found in Appendix Pricing – UNE
20 Schedule of Prices labeled "Interoffice Transport." Entrance facility rates
21 are found in Appendix Pricing – UNE Schedule of Prices, labeled as
22 "Dedicated Transport, Entrance Facilities." (T2A, Attachment UNE-TX,
23 Section 8.2.1).

24 In reality, this "concern" among the parties is really a cost model and rate issue.
25 Therefore, Qwest recommends that the cost and rate structure issues associated
26 with the EUDIT portion of unbundled transport be deferred to the cost docket.

27 **Q. TR-3. WCOM ASKS IF REQUESTS FOR COMBINATIONS OF EUDITS AND**
28 **UDIT CAN BE ORDER ON A SINGLE ORDER?⁵ PLEASE RESPOND.**

³ In the Matter of Implementation of the Local Competition Provisions of the Telecommunications Act of 1996, First Report and Order, FCC-96-325 (Local Competition First Report and Order), para. 821.

⁴ Local Competition First Report and Order, fn. 1948.

⁵ WCom at page10.

1 A. In the Colorado workshops, Qwest has committed to develop a process for
2 CLECs to order UDIT and EUDIT on a single ASR.

3 **Q. TR-4. AT&T STATES THAT QWEST'S SGAT IS UNCLEAR WHETHER A**
4 **MULTIPLEXER IS REQUIRED AS A PART OF A CLEC'S ACCESS TO**
5 **DEDICATED TRANSPORT AS A UNE. AT&T BELIEVES MULTIPLEXING IN**
6 **THIS CONTEXT SHOULD BE OFFERED AS AN OPTION AVAILABLE TO**
7 **CLECS. AT&T RECOMMENDS THAT QWEST CLARIFY WHETHER IT IS**
8 **BEING OFFERED AS A UNE UNDER THE SGAT, OR, IF IT IS NOT BEING**
9 **OFFERED AS A UNE, EXPLAIN WHY IT IS NOT A UNE. AT&T REQUESTS**
10 **QWEST ADD SONET ADD/DROP MULTIPLEXING TO SECTION 9.6.1.2.⁶ ELI**
11 **CLAIMS QWEST OFFERS MUXING AS A UNE.⁷ ELI REQUEST THAT**
12 **MUXING BE MORE GENERALLY AVAILABLE, NOT JUST WITH**
13 **TRANSPORT, SUCH AS WITH UNBUNDLED LOOPS.⁸ PLEASE RESPOND.**

14 A. Multiplexing is an option in the SGAT available to the CLEC. Multiplexing is not a
15 UNE, because it is not identified in the FCC unbundling rules as a separate
16 stand-alone UNE. Multiplexing is a feature; functionality of transport that Qwest
17 is offering as part of the UDIT UNE. Use of a multiplexer is an option available to
18 the CLEC on an as-needed basis. In response to the AT&T request that Qwest
19 should add SONET add/drop multiplexing to Section 9.6.1.2, Qwest has added
20 the following language to Section 9.6.1.2:

21 SONET add/drop multiplexing is available on an ICB basis where facilities
22 are available and capacity exists.

23 In response to the concerns of ELI wanting to add an individual DS1 loop to a
24 multiplexer, that is contemplated with the multiplexed EEL. Any other concerns
25 that ELI may have regarding the use of multiplexers and unbundled loops would
26 be addressed in the unbundled loop workshop. However, to install the

⁶ AT&T page 28.

⁷ ELI at page 3.

⁸ ELI at page 14.

1 multiplexer, first the high side of the multiplexer needs to be tied down to some
2 type of DS3 facility. Typically, this would be a DS3 transport facility.

3 **Q. TR-5. AT&T QUESTIONS IF A CROSS CONNECTION IS REQUIRED**
4 **BETWEEN AN EUDIT AND A UDIT, OR THAT IF A CLEC CAN BE REQUIRED**
5 **TO MAKE THE NECESSARY CROSS CONNECTIONS.⁹ PLEASE RESPOND.**

6 A. Qwest does, upon request of the CLEC, make any necessary cross connections
7 between unbundled network elements. Specifically, Qwest will make requested
8 combinations including EUDIT and UDIT. I would note that EUDIT and UDIT are
9 not separate network elements. They are two rate components for the single
10 network element of dedicated transport. To clarify this point, the parties in
11 Colorado agreed to the following language:

12 9.6.2.1 To the extent that CLEC is ordering access to a UNE Combination,
13 and cross-connections are necessary to combine UNEs, Qwest will
14 perform requested and necessary cross-connections between UNEs in the
15 same manner that it would perform such cross-connections for its end
16 user customers or for itself. If not ordered as a combination, CLEC is
17 responsible for performing cross connections at its Collocation or other
18 mutually determined demarcation point between UNEs and ancillary or
19 finished services, and for transmission design work including regeneration
20 requirements for such connections. Such cross-connections will not be
21 required of CLEC when CLEC orders a continuous dedicated transport
22 element from one point to another.

23 AT&T's suggests that it is should not be required to pay for a cross connection
24 between the UDIT and EUDIT. This is a pricing issue, and should be considered
25 in with other cost and pricing issues.

26 **Q. TR-6. AT&T STATES QWEST MUST AMEND THE UDIT AND EUDIT**
27 **SECTIONS TO ELIMINATE THE REQUIREMENT THAT A CLEC ORDER OR**
28 **PROVIDE REGENERATION.¹⁰ PLEASE RESPOND.**

⁹ AT&T at pages 28 and 29.

¹⁰ AT&T at page 28.

1 A. Qwest does not accept the AT&T recommendation that Qwest must provide
2 regeneration at no additional charge. The current cost studies for UDIT do not
3 include regeneration. Qwest agrees that it will provision the appropriate template
4 signal, whether it is DS0, DS1, DS3 or OCN level UDIT. Should the CLECs
5 accept Qwest's offer of connecting via EICTs, Qwest would modify the technical
6 publications to move the "design to" point to the demarcation point.

7 **Q. TR-7. WCOM QUESTIONS THE NEED FOR COLLOCATION AT BOTH**
8 **ENDS OF A UDIT. PLEASE RESPOND.**

9 A. To clarify this language in Colorado, the parties agreed to the following language:

10 9.6.2.3.1 With the exception of combinations provided through the
11 UNE Combinations Section, Section 9.23, CLEC may utilize
12 any form of collocation at both ends of the UDIT. Collocation
13 is required at the Qwest Central Office end of EUDIT. When
14 UDIT and EUDIT are ordered together, at the same
15 bandwidth, to form a single transmission path, collocation is
16 required only when one end of the unbundled transport
17 terminates in a Qwest Central Office.

18 This agreement should close this issue.

19 **Q. TR-8. AT&T STATES THAT QWEST DOES NOT OFFER HERE, NOR IN THE**
20 **INTERCONNECTION SECTION, TO COMPENSATE THE CLEC FOR**
21 **COLLOCATION OF QWEST'S EQUIPMENT.¹¹ PLEASE RESPOND.**

22 A. In Colorado, AT&T conceded this issue, and this issue should be closed.

23 **Q. TR-9. WCOM REQUESTS CLARIFICATION ON WHY 9.6.3.9, AND THREE**
24 **ADDITIONAL PARAGRAPHS IN SECTION 9.6.6 REARRANGEMENT**
25 **PROVISIONS, ARE IN THE ARIZONA SGAT, BUT NOT IN THE**
26 **WASHINGTON SGAT. PLEASE RESPOND.**

27 A. Those sections have been included in the SGAT.

¹¹ AT&T at page 29.

1 **Q. TR-10. AT&T RECOMMENDS THIS SECTION BE REVISED TO MORE**
2 **CLOSELY TRACK THE REQUIREMENTS OF THE FCC AS IDENTIFIED IN**
3 **THE TEXAS 271 ORDER. SPECIFICALLY, SECTION 9.8 SHOULD INCLUDE**
4 **AN AFFIRMATION OF THE REQUIREMENT THAT CLEC TRAFFIC SHALL**
5 **USE THE SAME ROUTING TABLE RESIDENT IN QWEST'S SWITCH AND**
6 **THAT THIS ELEMENT MAY CARRY ORIGINATING AND TERMINATING**
7 **ACCESS TRAFFIC FROM, AND TO CUSTOMERS TO WHOM THE**
8 **REQUESTING CARRIER IS ALSO PROVIDING LOCAL EXCHANGE**
9 **SERVICE.¹² PLEASE RESPOND.**

10 **A.** Qwest has included the following language in a new section 9.8.2.3.

11 9.8.2.3 Qwest has the following obligations with respect to shared
12 transport:

- 13 a) Provide shared transport in a way that enables the traffic of CLEC to be
14 carried on the same transport facilities that Qwest uses for its own
15 traffic;
- 16 b) Provide shared transport transmission facilities between end office
17 switches, between end office and tandem switches, and between
18 tandem switches in its network;
- 19 c) Permit CLEC that purchases unbundled shared transport and
20 unbundled switching to use the same routing table that is resident
21 in Qwest's switch;
- 22 d) Permit CLEC to use shared (or dedicated) transport as an unbundled
23 element to carry originating access traffic from, and terminating to,
24 customers to whom the CLEC provide local exchange service.

25 In Colorado, the parties agreed that this issue is closed.
26

¹² AT&T at pages 30 and 31.

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IV. GENERAL CHECKLIST ITEM 2 ISSUES

Q. CL2-1. AT&T’S WITNESS MR. HYDOCK SUGGESTED CONCERN WITH QWEST’S TESTING ENVIRONMENT FOR ITS EDI INTERFACE.¹³ PLEASE RESPOND.

A. This is an OSS issue, which is being addressed in the ROC test. The test vendor has issued an observation report regarding this issue, and Qwest has responded. The adequacy of Qwest’s testing environment will be addressed in the context of that test observation.

To clarify, Qwest engages in extensive testing with CLECs during EDI development. Qwest first engages in connectivity training, which verifies that Qwest’s interface works with the CLEC’s interface. Next, Qwest and the CLEC participate in interoperability testing, during which Qwest and the CLEC verify that the CLEC can issue LSR’s that can be processed by Qwest. Finally, Qwest and the CLEC participate in a managed introduction process during which the CLEC submits orders, and Qwest and the CLEC verify that Qwest can receive and provision CLEC’s orders.

The issue that has arisen during OSS testing is the size and extent of the test bed that Qwest provides to CLECs. This issue is also a subject of Qwest’s change management process (“CICMP”). Eschelon brought this issue to the CICMP forum (see CR #4868276, Exhibit KAS-2), and Qwest issued a proposal to develop an additional test bed for CLECs to use. Qwest’s proposal included an expanded test bed and gave CLECs the choice of making interoperability testing optional or mandatory. On February 23, the CLECs voted to accept Option B, which made interoperability testing optional.

1 Qwest's CICMP response will be reviewed during the ROC OSS test, and there
2 is no reason to further discuss this issue in the workshop.

3 **Q. CL2-2. MR. HOLDRIDGE OF YIPES REQUESTS THAT QWEST ALLOW**
4 **CLECS TO DIRECTLY SPLICE INTO QWEST UNBUNDLED DARK FIBER.¹⁴**
5 **PLEASE RESPOND.**

6 A. As identified by Mr. Holdridge, checklist item 2 is access to all UNEs, which does
7 include access to unbundled dark fiber. However, Qwest believes this is a
8 specific issue directly related to unbundled dark fiber, and recommends that this
9 issue be deferred to Workshop 4 that will address Emerging Services. Qwest will
10 respond to this issue in its emerging services reply testimony, without further
11 filing required of Yipes.

12
13 **Q. CL2-3. AT&T REQUESTS THAT QWEST PROVIDE A DETAILED**
14 **INVENTORY OF ITS PRESENT CHALLENGES TO "EXISTING RULES" AND**
15 **RECOMMENDS THAT SECTION 9.1.1 BE DELETED BECAUSE IT IS**
16 **REDUNDANT.¹⁵ PLEASE RESPOND.**

17 A. Section 9.1 and 9.23 of the SGAT originally contained language regarding how to
18 incorporate changes in law, including additions or deletions from the FCC list of
19 UNEs. AT&T objected to the provision on the grounds that it is redundant in light
20 of the change of law section of the SGAT, Section 2.2. Qwest concurred that
21 Section 2.2 is adequate and has deleted the change of law provisions from
22 Section 9, and replaced them with the following:

23 Changes in law, regulations or other "Existing Rules" relating to
24 unbundled network elements ("UNEs"), including additions and deletions
25 of elements Qwest is required to unbundle and/or provide in a UNE
26 Combination, shall be incorporated into this Agreement by amendment
27 pursuant to Section 2.2.

¹³ Hydock at page 4.
¹⁴ Holdridge at page 3.
¹⁵ AT&T at page 16.

1 Qwest made this change so that challenges of all parties to existing rules
2 will be treated in the same way. Thus, there is no need to list all of
3 challenges to existing rules that have been made by CLECs and Qwest.

4 This change of law provision is consistent with FCC requirements:

5 In addition, we find that it is a *per se* failure to negotiate in good
6 faith for a party to refuse to include in an agreement a provision that
7 permits the agreement to be amended in the future to take into
8 account changes in Commission or state rules.¹⁶

9 The parties in Colorado agreed that this issue is closed.

10 **Q. CL2-4. AT&T ASSERTS THAT THE DEFINITIONS SHOULD BE REWRITTEN**
11 **TO ELIMINATE ANY AMBIGUITY THAT UNE-P AND UNE-COMBINATIONS**
12 **ARE NOT LIMITED TO PRE-EXISTING OR COMBINED UNES OR ANY**
13 **SPECIFIC TYPES OF COMBINATIONS.¹⁷ PLEASE RESPOND.**

14 A. To address AT&T's concerns, Qwest has revised Sections 4.6.1 and 4.6.2. The
15 parties in Colorado agreed that this issue is closed.

16 **Q. CL2-5. PLEASE RESPOND TO AT&T'S RECOMMENDATION THAT THE**
17 **SGAT MIRROR THE FCC STANDARDS FOR ACCESS TO UNES. AT&T**
18 **STATES THAT SECTION 9.1.2 IMPERFECTLY CAPTURES THE**
19 **APPROPRIATE FCC STANDARDS TO BE FOLLOWED IN PROVIDING**
20 **ACCESS TO UNES.¹⁸ AT&T RECOMMENDS THE FOLLOWING SGAT**
21 **LANGUAGE:**

22 **9.1.2 Qwest shall provide non-discriminatory access to network**
23 **elements on an unbundled basis at any technically feasible**
24 **point on rates, terms and conditions that are just, reasonably**
25 **and nondiscriminatory. Qwest shall provide the same quality**
26 **of UNEs and access to UNEs as it provides all requesting**
27 **carriers, itself, its end users, its affiliates and any other third**
28 **person, and, where technically feasible, the access and**

¹⁶ FCC First Competition Report and Order, para. 152.

¹⁷ AT&T at pages 46 and 47.

¹⁸ AT&T at pages 19 and 20.

1 **unbundled network element provided by Qwest must be**
2 **provided in substantially the same time and manner to that**
3 **which the incumbent provides itself, its end users, its**
4 **affiliates and any other third person. Notwithstanding the**
5 **foregoing, Qwest shall provide access and UNEs at the**
6 **service performance levels set forth in Section 20.**
7 **Notwithstanding specific language in other sections of this**
8 **SGAT, all provisions of this SGAT regarding unbundled**
9 **network elements are subject to this requirement. In**
10 **addition, U S WEST shall comply with all state wholesale and**
11 **retail service quality requirements.**

12 **9.1.2.1 In the event Qwest fails to meet the requirements of Section**
13 **9.1.2, Qwest shall release, indemnify, defend and hold**
14 **harmless CLEC and each of its officers, directors, employees**
15 **and agents (each an “Indemnitee) from and against and in**
16 **respect of any loss, debt, liability, damage, obligation, claim,**
17 **demand, judgment or settlement of any nature or kind,**
18 **known or unknown, liquidated or unliquidated including, but**
19 **no limited to, costs and attorneys’ fees.**

20 **Qwest shall indemnify and hold harmless Indemnities from**
21 **and against any and all claims, losses, damages or other**
22 **liability that arises from Qwest’s failure to comply with state**
23 **retail or wholesale service quality standards in the provision**
24 **of unbundled network elements.¹⁹**

25 A. Qwest has agreed to more closely quote the FCC standards noted by AT&T in
26 paragraphs 490-491 of the UNE Remand Order. However, the actual SGAT
27 language proposed by AT&T also “imperfectly captures” the FCC language. The
28 actual FCC language states:

29 490. We reaffirm the conclusion the Commission adopted in the *Local*
30 *Competition First Report and Order* that national rules defining
31 “nondiscriminatory access” to unbundled network elements will
32 reduce the costs of entry and speed the development of
33 competition in local telecommunications markets.⁹⁸⁶ We find that
34 the phrase “nondiscriminatory access” in section 251(c)(3) means
35 at least two things: first, the quality of an unbundled network
36 element that an incumbent LEC provides, as well as the access
37 provided to that element, must be equal between all carriers

¹⁹ AT&T at pages 19 and 20.

1 requesting access to that element; second, where technically
2 feasible, the access and unbundled network element provided by
3 an incumbent LEC must be provided in “substantially the same
4 time and manner” to that which the incumbent provides to itself.

5 491. In those situations where an incumbent LEC does not provide
6 access to network elements to itself, we reaffirm our requirement
7 that incumbent LECs must provide access in a manner that
8 provides a requesting carrier with a meaningful opportunity to
9 compete.⁹⁸⁸ Because we believe that the technical infeasibility
10 problem will arise rarely, we expect incumbent LECs to fulfill the
11 non-discrimination requirement in nearly all instances where they
12 provision unbundled network elements. In the rare instances
13 where technical feasibility issues arise, incumbent LECs must
14 prove to a state commission that it is technically infeasible to
15 provide access to unbundled elements at the same level of quality
16 that the incumbent LEC provides to itself.²⁰

17 Qwest has included the following revised SGAT language, which mirrors
18 the FCC access to UNE requirements:

19 9. 1.2 Qwest shall provide non-discriminatory access to unbundled
20 network elements on rates, terms and conditions that are non-
21 discriminatory, just and reasonable. The quality of an unbundled
22 network element Qwest provides, as well as the access provided
23 to that element, will be equal between all CLECs requesting
24 access to that element; second, where technically feasible, the
25 access and unbundled network element provided by Qwest will be
26 provided in “substantially the same time and manner” to that
27 which Qwest provides to itself. In those situations where Qwest
28 does not provide access to network elements to itself, Qwest will
29 provide access in a manner that provides CLEC with a meaningful
30 opportunity to compete.

31 Qwest objects to AT&T’s language in Section 9.1.2 regarding state wholesale
32 and retail service quality standards. Clearly, retail service quality standards are
33 clearly beyond the scope of this workshop. Qwest has every intention of
34 following state wholesale and retail service quality standards. However, the

²⁰ UNE Remand order at paragraph 490 and 491 (footnote omitted).

1 issue of the applicability of such standards, and especially the retail standards,
2 is generally considered in the actual state service quality proceeding.

3 Qwest also objects to AT&T's proposed indemnity language in Section 9.1.2.1.
4 Indemnity issues are covered in Sections 5.8 and 5.9 of the SGAT, and these
5 general SGAT provisions will be reviewed in the SGAT docket and not in this
6 workshop. Additionally, the development of a performance assurance plan will
7 impact the appropriateness of these types of indemnity clauses.

8 **Q. CL2-6. AT&T RECOMMENDS THAT 9.1.3 BE REVISED TO CONFIRM IT**
9 **ALLOWS ALL PERMITTED USE OF UNES UNDER FCC RULES. AT&T**
10 **BELIEVES THE REFERENCE TO "ANCILLARY SERVICES," IS UNCLEAR,**
11 **HOWEVER, HAS NO SUGGESTIONS FOR MODIFICATIONS.²¹ ELI STATES**
12 **THE COMMISSION SHOULD REJECT THE LOCAL SERVICES**
13 **CERTIFICATION REQUIREMENT FOR ALL BUT EEL CONVERSIONS.²²**
14 **PLEASE RESPOND.**

15 A. Qwest will allow all permitted uses of UNEs under current FCC rules. The
16 "ancillary services" identified in Section 9.1.3 generally refers to the list of
17 ancillary services contained in Appendix A of the SGAT. Qwest does not agree
18 with ELI that the significant amount of local service requirements is limited only to
19 the conversion of special access circuits to EELs. The FCC's order is not so
20 limited. In its Supplemental Order Clarification, the FCC referred to the fact that
21 it had limited the use of shared transport to CLECs providing local service to a
22 customer, and the FCC referred several times to the fact that its order precluded
23 CLECs from using combinations of network elements for switched access, unless
24 the CLEC met the significant amount of local traffic standard.²³

²¹ AT&T at page 20.

²² ELI at page 14.

²³ In the Matter of Implementation of the Local Competition Provisions of the Telecommunications Act of 1996, Supplemental Order Clarification, FCC 00-183, paras. 3, 7, 15 (June 2, 2000) (Supplemental Order Clarification).

1 **Q. CL2-7. AT&T STATES QWEST SHOULD NOT CHARGE CLECS ANY KIND**
2 **OF RECURRING CHARGE FOR THE ITP. IN ADDITION, AT&T**
3 **RECOMMENDS QWEST ADD AN ADDITIONAL KIND OF DEMARCATION**
4 **POINT AS SUBSECTION 9.1.4(D).²⁴ PLEASE RESPOND.**

5 A. Qwest does not agree to AT&T's recommendation that the recurring charges for
6 ITPs be eliminated. The issue of appropriate ITP cost recovery, and its resulting
7 impact on recurring and non-recurring rates for ITPs, should be reviewed with
8 other cost issues, and is beyond the scope of this workshop.

9 Qwest has agreed to add the additional kind of demarcation point
10 identified by AT&T. Qwest has added the following language as section
11 (d) and re-labeled the existing section (d) as (e):

12 (d) if CLEC elects to use a direct connection from their collocation
13 space to the distribution frame serving a particular element.²⁵

14 **Q. CL2-8. AT&T BELIEVES QWEST SHOULD INSERT IN SECTION 9.1.6.1 A**
15 **REPRESENTATION THAT A CLEC'S ACCESS WILL PERMIT ALL**
16 **REQUIRED TESTING FOR DETERMINING END-TO-END TRANSMISSION**
17 **AND CIRCUIT FUNCTIONALITY.²⁶ PLEASE RESPOND.**

18 A. Qwest agrees that CLECs will have access to UNEs at the collocation-
19 established network demarcation point to perform all technically feasible testing
20 to determine end-to-end transmission and circuit functionality. Upon a
21 reasonable request by the CLEC, Qwest will confirm functionality or other
22 operating parameters of the UNE consistent with the rates and charges for such
23 testing as identified in Exhibit A SGAT under 9.20 Miscellaneous Elements.
24 Further, Qwest agrees to modify this provision to make clear that Qwest will test
25 individual elements at the reasonable request of the CLEC when Qwest's

²⁴ AT&T at page 21.

²⁵ AT&T at page 21.

²⁶ AT&T at page 21.

1 maintenance and repair activities require it. Such testing will be consistent with
2 testing appropriate to the individual UNE being tested and subject to 12.3.4
3 Trouble Isolation section of the SGAT.

4 Qwest has proposed the following SGAT language:

5 **9.1.6.1.1** Except as set forth in the UNE Combinations Section, Qwest
6 provides UNEs on an individual element basis. In such
7 circumstances, CLEC is responsible for the end-to-end
8 transmission and circuit functionality. CLEC is responsible to
9 test end-to-end on unbundled loops, ancillary and finished
10 services combinations. CLEC will have access to UNEs at
11 the collocation-established network demarcation point to
12 perform all technically feasible testing to determine end-to-
13 end transmission and circuit functionality. Upon a reasonable
14 request by CLEC, Qwest will confirm functionality or other
15 operating parameters testing of the UNE consistent with the
16 rates and charges for such testing as identified in Exhibit A
17 under 9.20 Miscellaneous Elements. Qwest will test
18 individual elements at the reasonable request of the CLEC
19 when Qwest's maintenance and repair activities require it.
20 Such testing will be consistent with testing appropriate to the
21 individual UNE being tested and subject to 12.3.4 Trouble
22 Isolation.

23 **Q. CL2-9. AT&T STATES THAT EXHIBIT C TO THE SGAT SHOULD CONTAIN**
24 **INTERVALS FOR ALL UNES AND BE CONSISTENT WITH FCC**
25 **REQUIREMENTS AND STATE PERFORMANCE PLANS. ELI RECOMMENDS**
26 **THE COMMISSION ESTABLISH THROUGH RULES AND/OR SGAT**
27 **INSTALLATION INTERVALS FOR UNBUNDLED TRANSPORT.²⁷ PLEASE**
28 **RESPOND.**

29 **A.** Qwest has amended Exhibit C of the SGAT to include the installation intervals for
30 each UNE included in this workshop. These intervals are reasonable and
31 compare favorably with intervals for comparable retail services.

32

²⁷ ELI at page 15.

1 **Q. CL2-10. AT&T ASSERTS THAT QWEST SHOULD PROVIDE IN SECTION**
2 **9.1.9 EXAMPLES OF THE KINDS OF MODIFICATIONS THAT WOULD**
3 **AFFECT “NETWORK INTEROPERABILITY” THAT WOULD REQUIRE**
4 **ADVANCE NOTICE PURSUANT TO FCC RULES.²⁸ PLEASE RESPOND.**

5 A. Minor changes to transmission parameters of UNEs will present themselves in
6 activities associated with changes to the UNE transmission medium or software.
7 These changes will not, however, alter the technical parameters (i.e., interface
8 requirements) tied to individual services provisioned over the UNE. An example
9 of minor maintenance activities which might result in minor changes to
10 transmission parameters is migration of a copper pair from one cable to another.
11 In this scenario, an irreparable copper pair, or cable, in one cable may be moved
12 to another copper cable that serves the same customer. This movement may
13 result in minor changes to the loop length, copper gauge, or bridge tap, for
14 instance. In any case, the transmission parameters of the new copper cable will
15 be within established limits for individual services provisioned over that cable.

16 Minor network modernization activities may include migration of copper feeder
17 pairs to a digital loop carrier system, migration of T1 facilities from a D4 carrier
18 bank to a DACS, migration of T1 AMI circuits to HDSL, or replacement of TR-057
19 ISDN digital loop carrier line cards with TR-393 line cards. While transmission
20 parameters may change in these scenarios, the services provisioned to the
21 CLEC by the affected UNEs will be delivered within transmission parameters
22 appropriate to that service.

23 Qwest proposes the following SGAT language to address the concerns of AT&T:

24 9.1.6.2 In order to maintain and modernize the network properly, Qwest
25 may make necessary modifications and changes to the UNEs in
26 its network on an as needed basis. Such changes may result in
27 minor changes to transmission parameters. Network
28 maintenance and modernization activities will result in UNE

²⁸ AT&T at page 22.

1 transmission parameters that are within transmission limits of the
2 UNE ordered by CLEC. Qwest shall provide advance notice of
3 changes that affect network interoperability pursuant to
4 applicable FCC rules. Changes that affect network
5 interoperability include changes to local dialing from 7 to 10 digit,
6 area code splits, new area code implementation. FCC rules are
7 contained in CFR Part 51 and 52. Qwest provides such
8 disclosures on an internet web site.

9 **Q. CL2-11. AT&T ASSERTS THAT QWEST SHOULD SUPPLY, FREE OF**
10 **CHARGE, REGENERATION FOR UNES TO CLEC'S POINT OF ACCESS AND**
11 **RECOMMENDS THAT SECTION 9.1.10 BE DELETED.²⁹ PLEASE RESPOND.**

12 A. Qwest does not agree to this recommendation. When Qwest (U S WEST) first
13 developed its Expanded Interconnection Channel Terminations (EICT)
14 functionally to provide a CLEC access to a UNE in its collocation space, it
15 included the "jumper" functionality and regeneration as required. During
16 arbitration proceedings Qwest was required to remove the charges for
17 regeneration, and to charge regeneration only when required and as requested
18 by the CLEC.

19 **Q. CL2-12. AT&T STATES THE SGAT SHOULD SPECIFICALLY IDENTIFY THE**
20 **CIRCUMSTANCES UNDER WHICH "MISCELLANEOUS CHARGES" WILL**
21 **APPLY AND THAT ANY RATES BE JUST AND REASONABLE.³⁰ PLEASE**
22 **RESPOND.**

23 A. Qwest agrees to define and identify when "Miscellaneous Charges" will apply at
24 the point in time the other general sections of the SGAT are reviewed.

25 **Q. CL2-13. PLEASE RESPOND TO AT&T'S PROPOSAL THAT THE**
26 **FOLLOWING PARAGRAPH BE ADDED TO THE SGAT AS A NEW SECTION**
27 **9.23.1.3:**
28

²⁹ AT&T at page 23.

³⁰ AT&T at pages 24 and 25.

1 **9.23.1.3 CLEC and Qwest agree that the network elements identified in**
2 **Section 9 are not exclusive and that pursuant to changes in**
3 **FCC rules, State laws, or the Bona Fide Request process,**
4 **CLEC may identify and request that Qwest furnish additional**
5 **or revised network elements to the extent required under**
6 **Section 251(c)(3) of the Act and other applicable laws.**
7 **Additionally, if Qwest provides any Network Element or**
8 **Combination or interconnection arrangement that is not**
9 **identified in this Agreement to a requesting**
10 **Telecommunications Carrier including a Qwest affiliate, to its**
11 **own subscribers or to any other entity, Qwest will make**
12 **available the same Network Element, UNE Combination or**
13 **interconnection arrangement to CLEC without CLEC being**
14 **required to use the Bona Fide Request process. Failure to list**
15 **a Network Element herein shall not constitute a waiver by**
16 **CLEC to obtain a Network Element subsequently defined by**
17 **the FCC or by the state commission. All network elements and**
18 **UNE Combinations provided pursuant to this Agreement shall**
19 **be provided by Qwest for the Term of this Agreement**
20 **independent of any state or Federal action eliminating a**
21 **regulatory obligation to provide a Network Element or UNE**
22 **Combination.**

23 A. In Colorado, the parties agreed that this issue was closed when Qwest agreed to
24 replace Section 9.23.1.2 with the following:

25
26 9.23.1.2 Qwest will offer to CLEC UNE Combinations on rates, terms and
27 conditions that are just, reasonable and non-discriminatory in accordance with
28 the terms and conditions of this Agreement and the requirements of Section 251
29 and Section 252 of the Act, the applicable FCC rules, and other applicable laws.
30 The methods of access to UNE Combinations described in this section are not
31 exclusive. Qwest will make available any other form of access requested by
32 CLEC that is consistent with the Act and the regulations thereunder. CLEC shall
33 be entitled to access to all combinations' functionality as provided in FCC rules
34 and other applicable laws. Qwest shall not require CLEC to access any UNE
35 combinations in conjunction with any other service or element unless specified in
36 this Agreement or as required for technical feasibility reasons. Qwest shall not
37 place any use restrictions or other limiting conditions on UNE combinations(s)
38 accessed by CLEC except as specified in this Agreement or required by Existing
39 Rules.

40 9.23.1.2.1 Changes in law, regulations or other "Existing Rules" relating to UNEs
41 and UNE Combinations, including additions and deletions of elements Qwest is
42 required to unbundle and/or provide in a UNE Combination, shall be

1 incorporated into this Agreement pursuant to Section 2.2. CLEC and Qwest
2 agree that the UNEs identified in Section 9 are not exclusive and that pursuant to
3 changes in Existing Rules or the Bona Fide Request process, CLEC may identify
4 and request that Qwest furnish additional or revised UNEs to the extent required
5 under Section 251(c)(3) of the Act and other applicable laws. Failure to list a
6 UNE herein shall not constitute a waiver by CLEC to obtain a UNE subsequently
7 defined by the FCC or the state commission.

8 9.23.1.2.2 In addition to the UNE combinations provided by Qwest to CLEC
9 hereunder, Qwest shall permit CLEC to combine any UNE provided by Qwest
10 with another UNE provided by Qwest or with compatible network components
11 provided by CLEC or provided by third parties to CLEC in order to provide
12 telecommunications service. UNE Combinations will not be directly connected to
13 a Qwest finished service, whether found in a tariff or otherwise, without going
14 through a Collocation, unless otherwise agreed to by the parties.
15 Notwithstanding the foregoing, CLEC can connect its UNE Combination to
16 Qwest's Directory Assistance and Operator Services platforms.

17 **Q. CL2-14. WCOM RECOMMENDS THAT SPECIFIC PROVISIONS BE ADDED**
18 **TO ALLOW THE CLEC TO CHALLENGE QWEST IF THE DECISION IS MADE**
19 **NOT TO CONSTRUCT, ALONG WITH APPROPRIATE DISPUTE**
20 **RESOLUTIONS PROCEDURES.³¹ PLEASE RESPOND.**

21 A. WCom's recommendation is not appropriate. Any disputes under the SGAT can
22 be resolved through the dispute resolution clause of the SGAT.

23 **Q. CL2-15. WCOM DOES NOT BELIEVE THAT CONSTRUCTION SHOULD BE**
24 **LIMITED TO UNBUNDLED LOOPS.³² ELI RECOMMENDS THAT SECTION**
25 **9.19 BE AMENDED TO REFLECT QWEST WILL CONSTRUCT LOOPS**
26 **UNDER THE SAME TERMS AND CONDITIONS IT CONSTRUCTS LOOPS**
27 **FOR END USERS OR OTHER WHOLESALE CUSTOMERS. PLEASE**
28 **RESPOND.**

29 A. Qwest does not agree with WCom's suggestion to expand the construction
30 requirements beyond unbundled loops or with ELI's suggestion. Qwest's
31 obligations to build UNEs for CLECs should be limited to situations where Qwest

³¹ WCom at page 14.

³² WCom at page 14.

1 would be legally bound to build for retail end users customers, which is limited
2 only to certain unbundled loops. The FCC has clearly stated that Qwest has no
3 obligation to build other UNEs such as UDIT:

4 In this section, for example, we expressly limit the provision of unbundled
5 interoffice facilities to *existing* incumbent LEC facilities.³³

6 **Q. CL2-16. WCOM QUESTIONS WHY SECTION 9.19 REFERENCES TERMS**
7 **FOR CONSTRUCTION FOR ANCILLARY AND FINISHED SERVICES, WHEN**
8 **THIS SECTION DEALS WITH ACCESS TO UNE'S.³⁴ PLEASE RESPOND.**

9 A. Qwest will remove from this section any references to ancillary and finished
10 services.

11 **Q. CL2-17. AT&T REQUESTS THAT QWEST DESCRIBE WHAT UNBUNDLED**
12 **CUSTOMER CONTROLLED REARRANGEMENT ELEMENT (UCCRE), AND**
13 **TO CLARIFY ITS REASON FOR PLACING UCCRE IN THE SGAT.³⁵ PLEASE**
14 **RESPOND.**

15 A. UCCRE is the wholesale version of "Command-a-Link". Command-a-Link, like
16 UCCRE, allows the IXC to configure elements through the manipulation of ports
17 on the Digital Cross-Connect System (DCS). The First Report and Order
18 required ILECs to provide digital cross connect capabilities to CLECs in the same
19 manner an ILEC offers it to Interexchange carriers. Qwest offers the CLEC
20 UCCRE to provide the same Command-a-Link functionality to CLECs. Qwest
21 has not received any orders for UCCRE. Qwest does not require CLECs to
22 utilize UCCRE to access features, functions or to combine UNEs. The parties in
23 Colorado agreed that this issue is closed.

24

³³ FCC First Competition Report and Order, para. 451.
³⁴ WCom at page 15.
³⁵ AT&T at page 46.

1 **VIII. UNBUNDLED NETWORK ELEMENTS COMBINATIONS (UNE C) -- GENERAL**

2
3 **Q. UNEC-1. WCOM ASSERTS THAT QWEST'S PRODUCT QUESTIONNAIRE**
4 **FOR UNE-COMBINATIONS IS TOO LONG.³⁶ PLEASE RESPOND.**

5 A. While the product/amendment questionnaire is 27 pages long, for UNE-P there is
6 only about three to four pages of total information required. Additionally, the
7 questionnaire is not limited to the collection of information provided by the CLEC.
8 Several pages of the questionnaire include information about reports that are
9 available to the CLEC and instructions for completing the questionnaire. The
10 questionnaire is also loaded on the web. I have attached the questionnaire as
11 Exhibit KAS-3 and highlighted in blue the areas required for UNE-P.

12
13 The CLEC Questionnaire is a tool used by Qwest to obtain information that is
14 critical to establishing the business relationship between Qwest and the CLEC.
15 Some sections of the questionnaire are required to enable Qwest to establish the
16 CLEC in internal and external systems, e.g., billing accounts, contact information,
17 etc. In addition, the CLEC Questionnaire was designed to allow CLECs to
18 specify their requirements for billing and contact information based on product or
19 based on the CLEC's requirement for multiple contacts and contact locations.
20 Since not all CLECs have the same requirements, the questionnaire was
21 designed to allow for these differences.

22
23 Qwest has elected to obtain as much information as possible about the CLEC's
24 requirements on a single document. The other BOCs require much of the same
25 information but often require the CLEC to prepare separate documents or forms
26 to obtain the information Qwest requests on a single questionnaire.
27

³⁶ WCom at page 5.

1 The entire questionnaire as contained in KAS-26 does not have to be completed
2 to enable the CLEC to begin doing business with Qwest. Qwest recognizes that
3 not all the information requested on the questionnaire is available at the start of
4 the business negotiations with Qwest. Therefore, Qwest only requires
5 information that is needed to establish the CLEC as a certified local service
6 provider and for billing of products/services provided to the CLEC by Qwest. The
7 required entries would include information from the following sections of the
8 questionnaire:

- 9 ▪ General Information
- 10 ▪ Billing & Collections – Section 1
- 11 ▪ Qwest Output – Section 2 (Minimum information required is Contact
12 Name & Telephone Number if no other information available)
- 13 ▪ Input to Qwest – Section 3
- 14 ▪ Contact List – Section 4

15
16 If the CLEC is not prepared to provide some information when initially submitting
17 the questionnaire, a designation of “to be determined” may be entered in some
18 fields and the information can be provided at a later time. In addition, while some
19 sections of the questionnaire contain several sub-sections by product or
20 functionality, the use of “same as above” can be used in subsequent sections of
21 the questionnaire if some or all of the information is the same. If the CLEC is not
22 planning to order certain products, those product specific sections may be left
23 blank or designated as “not applicable” or “n/a.”

24
25 To begin ordering new products, e.g., combinations of UNEs such as EEL, the
26 CLEC will need to provide Qwest with a Questionnaire Amendment, (see Exhibit
27 KAS-27) containing the information for the new product/service requested.

28
29 Qwest uses the information provided by the CLEC to establish billing accounts in
30 the billing systems, load the CLECs contact information in internal systems to

1 enable the referral of the CLEC's customers, as well as providing contact
2 information to the Qwest wholesale centers responsible for processing CLEC
3 requests. Also, Qwest uses some of the information to establish the method and
4 system requirements for exchange of call usage data and begins the process of
5 establishing the CLEC's requirements for either an EDI or GUI link to Qwest's
6 IMA system. All of the information provided by the CLECs is required to enable
7 Qwest to establish the necessary interfaces, whether business or systems,
8 between the CLEC and Qwest. This information is not shared with any
9 department within Qwest without a need to know and none of this information is
10 used for marketing purposes.

11
12 **Q. UNEC-2. WCOM IS CONCERNED THAT AFTER OBTAINING NEW BAN**
13 **NUMBERS THAT IT TAKES 3 TO 4 WEEKS TO LOAD THE APPROPRIATE**
14 **RATES INTO THE PROVISIONING AND BILLING SYSTEMS.³⁷ PLEASE**
15 **RESPOND.**

16 A. The appropriate rates must be loaded individually for each CLEC, since every
17 CLEC can have its own specific rates. The CLEC must complete the
18 questionnaire (some of the data on that—such as ACNA & OCN--is pertinent to
19 the loading process). The USOCs and rates need to be sent to be loaded into
20 several systems (CRIS, IABS & CPPD). Qwest is working to improve its
21 processes and reduce the time required to load rates.

22
23 **Q. UNEC-3. PLEASE RESPOND TO AT&T'S RECOMMENDATION THAT**
24 **THE CURRENT LANGUAGE BE DELETED IN SECTION 9.23.1.2.1, AND BE**
25 **REPLACED WITH:³⁸**

26
27 **9.23.1.2.1 In no event shall Qwest require CLEC to purchase any**
28 **UNE Combinations in conjunction with any other service or**

³⁷ WCom at page 5.
³⁸ AT&T at pages 48 and 49.

1 **element. Qwest shall place no use restrictions or other**
2 **limiting conditions on UNE Combinations purchased by CLEC**
3 **under the terms of this Agreement.**

4 A. In Colorado, the parties agreed that this issue was closed when Qwest agreed to
5 add the following language to Section 9.23.1.2:

6 Qwest shall not require CLEC to access any UNE combinations in
7 conjunction with any other service or element unless specified in this
8 Agreement or as required for technical feasibility reasons. Qwest shall not
9 place any use restrictions or other limiting conditions on UNE
10 combinations(s) accessed by CLEC except as specified in this Agreement
11 or required by Existing Rules.
12

13 **Q. UNEC-4. PLEASE RESPOND TO AT&T'S RECOMMENDATION THAT**
14 **SECTION 9.23.1.2.2 BE MODIFIED AS FOLLOWS:³⁹**

15 **9.23.1.2.2 At such time that CLEC provides Qwest with an order for**
16 **particular UNE Combination, CLEC, at its option, may designate any**
17 **technically feasible network interface, including without limitation,**
18 **DS0, DS1, DS3, STS1, and OCn (where n equals 1 to 192) interfaces,**
19 **and any other interface described in the applicable Telecordia**
20 **standard and any other industry standard technical references. Any**
21 **such requested network interface shall be provided by Qwest, unless**
22 **Qwest provides CLEC, within five (5) days, with a written notice that**
23 **it believes such a request is technically infeasible, including a**
24 **detailed statement supporting such claim. Any such denial shall be**
25 **resolved in accordance with the Dispute resolution process set forth**
26 **in Section 5.18 of this Agreement. Unless otherwise specified, any**
27 **references to DS1 in this Section 9.23 shall mean, at CLEC's option,**
28 **either DS1 AML or xDSL facility.**

29 A. Qwest does not agree to add the proposed SGAT language identified above.
30 Qwest's technical publications include the network interfaces available for
31 products. AT&T has several options available to it to expand those interfaces.
32 First, the CLEC can use the Special Request Process (detailed later in this
33 testimony) if the "combination" using the requested interface already exist in the
34 Qwest network. Second, the CLEC can use the CICMP change control and

³⁹ AT&T at page 50.

1 forum process to add new interfaces to technical publications. Third, for new
2 interfaces not in the Qwest network, the CLEC can use the BFR process. The
3 BFR process allows Qwest to determine if the requested interface (or in reality
4 the requested UNE) is a UNE (i.e. meets the necessary and impair standards),
5 can it be implemented within the existing Qwest network, and in what time
6 frames and at what rate.

7 Moreover, Qwest's existing network is unbundled for CLECs. Qwest still retains
8 the ability to manage and control its network. Qwest is not required to build a
9 new network for CLECs, as the language above appears to contemplate.

10 In addition, it appears that AT&T is requesting the ability to direct what under
11 lying transmission technology is utilized to provide CLEC requested UNEs.
12 Unless, other wise indicated by NCI codes (such as providing a loop over
13 unloaded copper pairs) Qwest does not agree to allow CLECs to dictate what
14 transmission facilities will be used to provide UNEs.

15 **Q. UNEC-5. WCOM EXPRESSED CONCERNS ABOUT THE REQUIREMENT TO**
16 **HAVE AN ADDENDUM TO THEIR INTERCONNECTION AGREEMENT TO**
17 **ORDER UNE-P SERVICE.⁴⁰ PLEASE RESPOND.**

18 A. In the Emerging Services workshop, Qwest confirmed its policy of requiring
19 specific interconnection agreement language to cover all services, rates and
20 charges that would apply to CLEC. It is not realistic (nor practical) that complex
21 services and legal obligations would not be a in a written form between the
22 parties. This issue was identified in the Emerging Services workshop. The issue
23 of requiring an interconnection agreement addendum is not product or checklist
24 item specific, but is applicable to all sections of the SGAT. Therefore, any
25 additional discussion that WCom believes is necessary should be raised in that
26 workshop so that the record for this issue is within a single workshop record. I

⁴⁰ WCom at page 3.and 4.

1 would note that the WCom interconnection agreement did not contain all the
2 terms, conditions and rates necessary for UNE-P, to include shared transport.

3 In addition, the FCC has held that issues like this are not appropriate for
4 resolution in the Section 271 process:

5 Finally, MFNS's alleged difficulties negotiating collocation arrangement
6 with SWBT are best resolved through the section 252 negotiation and
7 arbitration process or through the section 208 complaint process. As we
8 have found in past section 271 proceedings, the section 271 process
9 simply could not function if we were required to resolve every interpretive
10 dispute about the precise content of an incumbent LEC's obligations to its
11 competitors, including fact-intensive interpretive disputes.⁴¹

12
13 **Q. UNEC-6. PLEASE RESPOND TO AT&T'S RECOMMENDATION THAT A NEW**
14 **PARAGRAPH 9.23.1.2.3 BE ADDED AS FOLLOWS:⁴²**

15 **9.23.1.2.3 In addition to the UNE Combinations provided by Qwest**
16 **to CLEC hereunder, Qwest shall permit CLEC to combine any**
17 **Network Element or network elements provided by Qwest with**
18 **another Network Element, other network elements or other**
19 **services (including Access Services) obtained from Qwest or**
20 **with compatible network components provided by CLEC or**
21 **provided by third parties to CLEC to provide**
22 **Telecommunications Services to CLEC, its affiliates and to**
23 **CLEC end users.**

24 **A.** Qwest does not agree to add this language. Qwest believes that this language is
25 unnecessary in light of the changes it has made to Section 9. Qwest can agree
26 to allow CLECs to combine UNEs with other UNEs, but it cannot agree to
27 language that is overly broad regarding allowing any UNE to be connected to
28 "other services." For example, the FCC order limiting EELs to a substantial
29 amount of local service provides that CLECs may not connect the EEL to other
30 ILEC services.⁴³ In addition, Qwest is unclear of the meaning of "to combine

⁴¹ FCC Kansas/Oklahoma Section 271 Order, para. 230.

⁴² AT&T at pages 50 and 51.

⁴³ FCC Supplemental Order Clarification, para. 22.

1 network elements made available by Qwest with other contiguous Qwest network
2 elements or Qwest Access Services.”

3 The language proposed by AT&T is generally the same as the language already
4 contained in Section 9.1.5 of the SGAT. Nevertheless, Qwest will agree to add
5 the following to Section 9.23.1.2.2:

6 In addition to the UNE combinations provided by Qwest to CLEC
7 hereunder, Qwest shall permit CLEC to combine any UNE provided by
8 Qwest with another UNE provided by Qwest or with compatible network
9 components provided by CLEC or provided by third parties to CLEC in
10 order to provide telecommunications service.

11
12 **Q. UNEC-7. PLEASE RESPOND TO AT&T’S RECOMMENDATION THAT**
13 **SECTION 9.23.1.3 BE MODIFIED AS FOLLOWS:⁴⁴**

14 **When ordered in combination, network elements that are currently**
15 **connected and ordered together will not be physically disconnected**
16 **or separated in any fashion except if it is technically infeasible not to**
17 **provision the combination without physically disconnecting or**
18 **separating the combination or if requested by the CLEC. Network**
19 **elements to be provisioned together shall be identified and ordered**
20 **by the CLEC as such. Network elements ordered as a UNE**
21 **Combination shall be provisioned in combination unless the CLEC**
22 **specifies that the network elements ordered in combination be**
23 **provisioned separately. When existing service(s), including but not**
24 **limited to Access Services, employed by the CLEC are replaced with**
25 **a combination(s) of network elements of equivalent functionality,**
26 **Qwest will not physically disconnect or separate in any other fashion**
27 **equipment and facilities employed to provide the service(s) except**
28 **for technical reasons or if requested by the CLEC. Charges for such**
29 **transitioning of an existing service(s) to a combination of network**
30 **elements are priced at total element long-run incremental cost as set**
31 **forth in this Agreement.**
32

⁴⁴ AT&T at page 51.

1 A. Qwest has included the following language in the SGAT that assures CLECs that
2 Qwest will not disconnect UNEs that are currently combined, unless the CLEC
3 specifically requests that they be separated:

4 9.23.1.3 When ordered in combination, UNEs that are currently combined
5 and ordered together will not be physically disconnected or separated
6 in any fashion except for technical reasons or if requested by the
7 CLEC. Network elements to be provisioned together shall be
8 identified and ordered by CLEC as such.

9 AT&T's language regarding non-recurring charges in redundant of Section 9.23.4
10 and is not appropriate in Section 9.23.1.

11 **Q. UNEC-8. PLEASE RESPOND TO AT&T'S RECOMMENDATION THAT**
12 **THE FOLLOWING PARAGRAPH BE ADDED TO THE SGAT AS A NEW**
13 **SECTION 9.23.1.4.⁴⁵**

14 **9.23.1.4 CLEC and Qwest agree that the network elements**
15 **identified in Section 9 are not exclusive and that pursuant to**
16 **changes in FCC rules, State laws, or the Bona Fide Request**
17 **process, CLEC may identify and request that the Qwest**
18 **furnish additional or revised network elements to the extent**
19 **required under Section 251(c)(3) of the Act and other**
20 **applicable laws. Additionally, if Qwest provides any Network**
21 **Element or Combination or interconnection arrangement that**
22 **is not identified in this Agreement to a requesting**
23 **Telecommunications Carrier including a Qwest affiliate, to its**
24 **own subscribers or to any other entity, Qwest will make**
25 **available the same Network Element, UNE Combination or**
26 **interconnection arrangement to CLEC without CLEC being**
27 **required to use the Bona Fide Request process. Failure to list**
28 **a Network Element herein shall not constitute a waiver by**
29 **CLEC to obtain a Network Element subsequently defined by**
30 **the FCC or by the state commission. All network elements and**
31 **UNE Combinations provided pursuant to this Agreement shall**
32 **be provided by Qwest for the Term of this Agreement**
33 **independent of any state or Federal action eliminating a**
34 **regulatory obligation to provide a Network Element or UNE**
35 **Combination.**

⁴⁵ AT&T at pages 52 and 53.

1 A. These issues have been addressed in Section 9.1.1 and the revised
2 Section 9.23.1.2.

3 **Q. UNEC-9. PLEASE RESPOND TO AT&T'S PROPOSAL THAT THE**
4 **FOLLOWING LANGUAGE BE INCLUDED AS SECTION 9.23.1.5:⁴⁶**

5 **9.23.1.5 Notwithstanding the foregoing, without additional**
6 **components furnished by the CLEC to itself or through third**
7 **parties, the CLEC shall be permitted to combine network**
8 **elements made available by Qwest with other contiguous**
9 **Qwest network elements or Qwest Access Services provided**
10 **however, that to the extent that the CLEC requests that Qwest**
11 **either combine contiguous network elements or combine non-**
12 **contiguous unbundled network elements in a manner different**
13 **than that contemplated in Table 1 of this Section 9.23, or in**
14 **accordance with efficient engineering principles, or in any**
15 **previous Bona Fide Request from CLEC or any other**
16 **Telecommunications Carrier, such request shall be handled**
17 **through the Bona Fide Request process.**
18

19 A. This language is redundant of Section 9.23.1.2.2, and is not as clear as that
20 section.

21 **Q. UNEC-10. PLEASE RESPOND TO AT&T'S PROPOSAL THAT THE**
22 **FOLLOWING PARAGRAPH BE ADDED AS SECTION 9.23.1.6:⁴⁷**

23 **9.23.1.6 For each Network Element ordered individually, Qwest**
24 **shall provide a demarcation point (e.g., an interconnection**
25 **point at a Digital Signal Cross Connect or Light Guide Cross**
26 **Connect panels or a Main or Intermediate Distribution Frame)**
27 **when requested by the CLEC and, if necessary, access to such**
28 **demarcation point, which CLEC agrees is suitable. However,**
29 **where Qwest provides a UNE Combination of contiguous**
30 **Qwest network elements or a continuous combination of**
31 **Access Services and network elements to CLEC, Qwest will**
32 **provide the existing interconnections and no demarcation**
33 **shall exist between such contiguous Qwest network elements.**

⁴⁶ AT&T at page 53.

⁴⁷ AT&T at page 53.

1 A. Qwest does not believe the proposed language is necessary since the issue of
2 demarcation points have already been addressed in the SGAT. In general,
3 Qwest agrees that there is a network demarcation point established for each
4 UNE as identified in section 9 of the SGAT. Moreover, as identified in SGAT
5 section 9.1.4, there is the option of a unique demarcation point “e) at another
6 demarcation point mutually-agreed to by the parties” already contemplated.
7 Qwest also agrees that there may be combinations where the CLEC does not
8 have a network demarcation point within the Qwest network, such as UNE-P,
9 were the CLEC demarcation point is in reality at the customer premises. In these
10 cases, without a network demarcation point, the CLEC would not have access to
11 the UNE combination in the Qwest central office for testing and/or monitoring.

12 In addition, Qwest is unclear of AT&T’s intent with the following statement:
13 “However, where Qwest provides a UNE Combination of contiguous Qwest
14 network elements or a continuous combination of Access Services and network
15 elements to CLEC, Qwest will provide the existing interconnections and no
16 demarcation shall exist between such contiguous Qwest network elements.”

17 **Q. UNEC-11. ELI REQUESTED THAT IN SECTIONS 9.23.1.4-6 “PROVIDED**
18 **THAT FACILITIES ARE AVAILABLE” BE DELETED.**

19 A. Qwest does not agree with ELI’s suggestion to remove this language. Qwest’s
20 obligations to build UNEs (and therefore UNE combinations) for CLECs should
21 be limited to situations where Qwest would be legally bound to build for retail end

1 users customers, which is limited only to certain unbundled loops. The FCC has
2 clearly stated that Qwest has no obligation to build other UNEs such as UDIT:

3 In this section, for example, we expressly limit the provision of unbundled
4 interoffice facilities to *existing* incumbent LEC facilities.⁴⁸

5
6 **Q. UNEC-12. PLEASE RESPOND TO AT&T'S PROPOSAL THAT THE**
7 **FOLLOWING LANGUAGE TO BE ADDED AS A NEW SECTION 9.23.1.7:⁴⁹**

8 **9.23.1.7.1. Qwest shall not charge CLEC an interconnection fee**
9 **or demand other consideration for directly**
10 **interconnecting any Network Element or UNE**
11 **Combination to any other Network Element or UNE**
12 **Combination provided by Qwest to CLEC if Qwest**
13 **directly interconnects the same network elements**
14 **or UNE Combinations in providing any service to its**
15 **own end users or a Qwest affiliate, including the use**
16 **of intermediate devices, such as a digital signal**
17 **cross connect panel, to perform such**
18 **interconnection.**

19
20 A. Qwest has agreed to charge cost-based nonrecurring charges to recover its
21 costs in combining elements. In Arizona, Qwest proposed that it add language to
22 the SGAT indicating that the nonrecurring charges would be cost-based.
23 However, the CLECs participating in the Workshops suggested that the language
24 be changed to indicate that nonrecurring charges would be compliant with
25 Existing Rules. Qwest has made the suggested change to Section 9.23.4.1.2.

26 Although Qwest does not impose a glue charge to combine elements (it has
27 proposed a cost-based non-recurring charge), Qwest notes that the FCC has
28 held that an ILEC is not precluded from charging a glue charge in situations
29 where it is combining elements on behalf of CLECs:

⁴⁸ FCC First Competition Report and Order, para. 451.
⁴⁹ AT&T at page 54.

1 This Commission found in the SWBT Texas Order that, because the
2 Supreme Court's determination in *AT&T v. Iowa Utilits. Bd.* did not
3 specifically find that incumbent LECs must combine separate UNEs,
4 SWBT is not required to provide new UNE combinations and may
5 therefore set market based rates for such a service . . . Since then, the 8th
6 Circuit specifically reiterated its conclusion that incumbent LECs are not
7 required to make new UNE combinations . . . We note that SWBT's
8 interconnection agreements include a method, other than the COAC, of
9 combining elements that are not previously combined in SWBT's network .
10 . . . Because of the court's determination, and because competitive LECs
11 have a method of avoiding the COAC, we did not examine whether
12 SWBT's COAC charges in Texas were cost-based, and we decline to do
13 so here for similar reasons.⁵⁰

14
15 **Q. UNEC-13. PLEASE RESPOND TO AT&T'S RECOMMENDATION THAT THE**
16 **FOLLOWING PARAGRAPH BE ADDED TO THE SGAT:⁵¹**

17 **9.23.1.8 Orders for UNE Combinations may also specify ancillary**
18 **equipment (e.g., multiplexers, bridges, etc.) which, although**
19 **integral to the functionality of the Network Element, may need**
20 **to be specified for purposes of unbundled pricing and/or**
21 **engineering of the UNE Combination. Specification of such**
22 **information is not an acknowledgment on the part of the CLEC**
23 **that the items specified represent separate network elements**
24 **nor is it a waiver of the CLEC's right to request and have the**
25 **equipment provided in the future for the then existing UNE**
26 **Combination.**

27 **A.** Qwest is not clear what ancillary equipment exists, other than multiplexing, which
28 is the example given by AT&T. Qwest already allows access to multiplexing. In
29 addition, Qwest believes that "engineering" requirements of UNEs are generally
30 specified by the use of NC-NCI codes.

31

⁵⁰ FCC Kansas/Oklahoma Section 271 Order, para. 157.
⁵¹ AT&T at page 54.

1 **Q. UNEC-14. PLEASE RESPOND TO AT&T'S RECOMMENDATION THAT THE**
2 **SGAT BE REWRITTEN TO ELIMINATE ANY AMBIGUITY THAT UNE-P AND**
3 **UNE-COMBINATIONS ARE LIMITED TO PRE-EXISTING OR COMBINED**
4 **UNES OR ANY TYPES OF COMBINATIONS.⁵²**

5 A. The SGAT is clear. Qwest has agreed to combine unbundled network elements
6 on behalf of CLECs throughout its region, despite the fact that the Eighth Circuit
7 has vacated all sections of Rule 315 that required ILECs to combine UNEs.
8 Qwest has agreed to provide access to UNEs that it has combined on behalf of
9 the CLEC, whether they be UNEs Qwest ordinarily combines, UNEs Qwest does
10 not ordinarily combine (to the extent technically feasible), or combinations of
11 Qwest UNEs with CLEC UNEs. During the Workshop, CLECs requested that
12 Qwest spell out these changes in the SGAT. To reflect these changes, Qwest
13 has added the following sections to the SGAT:

14 9.23.1.4 When ordered in combination, Qwest will combine for CLEC
15 UNEs that are ordinarily combined in Qwest's network provided that
16 facilities are available.

17 9.23.1.5 When ordered in combination, Qwest will combine for CLEC
18 UNEs that are not ordinarily combined in Qwest's network, provided
19 that facilities are available and such combination:

20 9.23.1.5.1 Is technically feasible;

21 9.23.1.5.2 Would not impair the ability of other carriers to obtain
22 access to UNEs or to interconnect with Qwest's network;

23 and

24 9.23.1.5.3 Would not impair Qwest's use of its
25 network.

26
27 9.23.1.6 When ordered in combination, Qwest will combine CLEC
28 UNEs with Qwest UNEs, provided that facilities are available and
29 such combination:

30 9.23.1.6.1.1.1 Is technically feasible;

31 9.23.1.6.1.1.2 Shall be performed in a manner that provides
32 Qwest access to necessary facilities;

⁵² AT&T at page 51.

1 9.23.1.6.2 Would not impair the ability of other carriers to
2 obtain access to UNEs or to interconnect with Qwest's network;
3 and
4 9.23.1.6.3 Would not impair Qwest's use of its network.
5

6 **Q. UNEC-15. ELI REQUEST THAT A STANDARD COMBINATION OF**
7 **UNBUNDLED LOOPS AND MULTIPLEXING BE ESTABLISHED AS PART OF**
8 **9.23.2.⁵³**

9 A. In response to the concerns of ELI wanting to add an individual DS1 loop to a
10 multiplexer, that is contemplated with the multiplexed EEL. Any other concerns
11 that ELI may have regarding the use of multiplexers and unbundled loops would
12 be addressed in the unbundled loop workshop. However, to install the
13 multiplexer, first the high side of the multiplexer needs to be tied down to some
14 type of DS3 facility. Typically, this would be a DS3 transport facility.

15 **Q. UNEC-16. PLEASE RESPOND TO WCOM'S RECOMMENDATION THAT**
16 **SECTION 9.23.3.13 BE MODIFIED WITH THE CONDITION THAT THE CLEC**
17 **AGREES TO ACCEPT JUST THOSE ELEMENTS THAT COULD BE**
18 **PROVISIONED AT THAT TIME.⁵⁴**

19 A. Qwest thinks that this language is clear. It states "and CLEC elects to have
20 Qwest provision the other elements before all elements are available."
21

22 **Q. UNEC-17. WCOM EXPRESSES CONCERN THAT IT WILL BE REQUIRED TO**
23 **ASK FOR AN AMENDMENT OF ITS CONTRACT TO ORDER**

⁵³ ELI at page 16.
⁵⁴ WCom at pages 19.and 20.

1 **COMBINATIONS DIFFERENT THAN THE SGAT IDENTIFIED STANDARD**
2 **PRODUCTS.⁵⁵ PLEASE RESPOND.**

3 A. Qwest has clarified Section 9.23.5.1.1. WCom will not be required to amend its
4 contract to order additional UNE combinations, assuming that the interconnection
5 agreement already contains all the individual UNE rates. Qwest has developed a
6 streamlined and standardized process for CLECs to request access to additional
7 combinations in the Qwest network as a combination of UNEs. The process
8 begins by the CLEC filling out a brief Special Request Applications Form. Exhibit
9 KAS-28 contains a copy of the Special Request Applications Form and a process
10 flow. The form identifies the specific time frames Qwest will use in responding to
11 the CLEC's request. A basic underlining principle of this request process is that
12 the CLEC and Qwest have reason to believe that the combination or features
13 requested is technically feasible and only contains FCC identified UNEs. For
14 those UNEs that Qwest does not ordinarily combine in its network, the CLEC
15 must use the BFR process, to allow Qwest to determine if the requested
16 combination is technical feasible. In addition, as demand materializes, Qwest will
17 continue to expand its list of standard UNE combinations. The SGAT states:

18 CLEC may request access to and, where appropriate, development of,
19 additional UNE Combinations. For UNEs that Qwest currently combines
20 in its network, CLEC can use the Special Request Process (SRP) set
21 forth in Exhibit F. For UNEs that Qwest does not currently combine,
22 CLEC must use the Bona Fide Request Process. In its BFR or SRP
23 request, CLEC must identify the specific combination of UNEs,
24 identifying each individual UNE by name as described in this
25 Agreement.⁵⁶

26

⁵⁵ WCom at pages 15.and 16.
⁵⁶ SGAT at 9.23.3.10.

1 **Q. UNE-C-18. AT&T INSISTS THAT QWEST DEVELOP A PRODUCT CALLED**
2 **CLEC LOOP TERMINATION, WHICH IS THE COMBINATION OF SWITCH**
3 **PORT AND SHARED TRANSPORT. PLEASE RESPOND.**

4
5 A. By its very definition, shared transport is ordered with unbundled switching.
6 Therefore, this product already exists.⁵⁷ In the Colorado workshop, the parties
7 agreed that this issue was closed.

8 **Q. UNE-C-19. AT&T SUGGESTS THAT QWEST DEVELOP UNSPECIFIED**
9 **PRODUCTS INVOLVING UNE COMBINATIONS WITH TRANSPORT AND**
10 **DARK FIBER.⁵⁸ PLEASE RESPOND.**

11 A. As I have already stated, CLECs can order additional combinations existing in
12 the Qwest network using the Special Request Process. If there is significant
13 demand, Qwest will develop a standard product. To the extent that the CLEC
14 requests combinations not in the Qwest network, the CLEC can use the BFR
15 process. Qwest does not agree to “light” dark fiber with electronics, so Qwest is
16 uncertain what type of combination Qwest can be required to make with transport
17 and dark fiber.

18 **IX. ENHANCED EXTENDED LOOPS (EELS)**

19 **Q. EEL-1. ELI STATES 9.23.3.7.1 SHOULD BE MODIFIED TO APPLY ONLY TO**
20 **CONVERSIONS OF TARIFF SPECIAL ACCESS CIRCUITS TO EELS.⁵⁹**
21 **PLEASE RESPOND.**

22 A. Qwest is not sure what distention ELI is trying to draw between “tariffed” and
23 presumably “non-tariffed” special access conversions. Qwest does not agree to
24 the change proposed by ELI. The SGAT language is consistent with the FCC
25 June 2, 2000 Supplemental Order Clarification on limiting the use of

⁵⁷ AT&T at page 63.
⁵⁸ AT&T at page 64.
⁵⁹ ELI at pages 16-17.

1 loop/transport combinations to situations where the CLEC certifies a significant
2 amount of local service.

3 **Q. EEL-2. WCOM STATES 9.23.3.7.2.7 SHOULD BE DELETED FROM THE**
4 **SGAT BECAUSE THE FCC DID NOT LIMIT THE CONNECTION OF A**
5 **QUALIFYING EEL WITH ANY TARIFFED SERVICE.⁶⁰ ELI HAS SIMILAR**
6 **CONCERNS WITH THIS SECTION AND SECTIONS 9.23.3.7.2.10 AND 13,**
7 **AND BELIEVES THESE SECTIONS SHOULD BE REJECTED.⁶¹ PLEASE**
8 **RESPOND.**

9 A. The FCC did limit the connection of a qualifying EEL with any tariffed service in
10 its June 2, 2000 Supplemental Order Clarification, FCC 00-183, paragraph 28:

11
12 We further reject the suggestion that we eliminate the prohibition on "co-
13 mingling" (i.e. combining loops or loop-transport combinations with tariffed
14 special access services) in the local usage options discussed above. See
15 MCI WorldCom Apr. 4, 2000 Letter at 6-8; February 28, 2000 Joint Letter
16 at 2. We are not persuaded on this record that removing this prohibition
17 would not lead to the use of unbundled network elements by IXCs solely
18 or primarily to bypass special access services. We emphasize that the co-
19 mingling determinations that we make in this order do not prejudice any
20 final resolution on whether unbundled network elements may be combined
21 with tariffed services. We will seek further information on this issue in the
22 Public Notice that we will issue in early 2001.

23
24 In addition, the FCC included the following language in each of the three options
25 for establishing a significant amount of local exchange service:

26 This option does not allow loop-transport combinations to be connected to
27 the incumbent LEC's tariffed services.⁶²

28 In response to ELI's additional concerns about ratcheting, co-mingling and
29

60 WCom at pages 16.and 17.

61 ELI at pages 17 and 18.

62 Supplemental Order Clarification, para. 22.

1 grooming charges, Qwest's position is fully supported by the Supplemental Order
2 Clarification:

3 We further reject the suggestion that we eliminate the prohibition on "co-
4 mingling. . ."

5 The "grooming charges" referred to by ELI are simply charges that apply if ELI
6 chooses to reconfigure its special access trunks. In addition, these issues are
7 already before the FCC. Qwest believes the FCC is in the best position to rule
8 on the merits of these requests. To the extent that this interpretative issue has
9 not yet been resolved, the FCC has indicated that it will not deny a 271
10 application based upon such a dispute:

11 [D]espite the comprehensiveness of our local competition rules, there will
12 inevitably be, in any Section 271 proceeding, new and unresolved
13 interpretive disputes about the precise content of an incumbent LEC's
14 obligations to its competitors that our rules have not yet addressed and
15 that do not involve *per se* violations of self-executing requirements of the
16 act. The Section 271 process simply could not function as Congress
17 intended if we were generally required to resolve all such disputes as a
18 precondition to granting a Section 271 application.⁶³

19
20 We observed in the SWBT Texas Order that carriers should expect to be
21 affected by future resolutions of disputed issues, and that such concern is
22 insufficient to warrant denial of a Section 271 application.⁶⁴

23
24 **Q. EEL-3. ELI RECOMMENDS THAT 9.23.3.7.2.6 BE DELETED. ELI BELIEVES**
25 **THE SGAT ALREADY CONTAINS A GENERAL AUDIT PROVISION THAT**
26 **SHOULD BE ADEQUATE TO ENABLE QWEST TO AUDIT THE CLEC'S**

⁶³ FCC Kansas/Oklahoma Section 271 Order, para. 19.

⁶⁴ FCC Kansas/Oklahoma Section 271 Order, para. 222.

1 **PERFORMANCE UNDER THE SGAT, INCLUDING ANY LEGITIMATE LOCAL**
2 **CERTIFICATION REQUIREMENT.**⁶⁵

3 A. Qwest does not agree to delete the audit provisions in the EEL section of the
4 SGAT. Qwest believes its SGAT language, as modified at CLEC request during
5 the Arizona workshop, is very consistent with the FCC Supplemental Order
6 Clarification, FCC 00-183.⁶⁶ Given the very specific nature of the FCC significant
7 amount of local service requirements, Qwest does not believe that general
8 provisions covering CLEC compliance with the SGAT would be sufficiently clear
9 for all parties.

10 **Q. EEL-4. ELI BELIEVES SECTION 9.23.3.7.2.12.2 UNLAWFULLY AND**
11 **UNREASONABLY EXTENDS THE FCC'S LOCAL CERTIFICATION**
12 **REQUIREMENTS TO NEW INSTALLATION OF UNES COMBINED INTO AN**
13 **EEL AND SHOULD BE DELETED.**⁶⁷

14 A. Qwest does not agree to delete this section. Clearly, the FCC meant
15 conversions or new combinations. In their June 2, 2000 Supplemental Order
16 Clarification, FCC 00-183, paragraph 21, the FCC stated:

17
18 To reduce uncertainty for incumbent LECs and requesting carriers and
19 to maintain the status quo while we review the issues contained in the
20 *Fourth FNPRM*, we now define more precisely the "significant amount of
21 local exchange service" that a requesting carrier must provide in order to
22 obtain unbundled loop-transport combinations. . .

23

⁶⁵ ELI at page 17.

⁶⁶ ELI was a participant in the Arizona workshop on Checklist item 2.

⁶⁷ ELI at pages 17-18.

1 **Q. EEL-5. ELI BELIEVES SECTION 9.23.3.7.2.12.8 UNLAWFULLY LIMITS**
2 **QWEST'S OBLIGATION TO PROVIDE EELS TO WHEN EXISTING**
3 **FACILITIES ARE AVAILABLE AND SHOULD BE DELETED.**

4 A. Qwest does not agree with ELI's suggestion to remove this language. The FCC
5 has clearly stated that Qwest has no obligation to build UDIT, which is a
6 necessary element of EELs:

7 In this section, for example, we expressly limit the provision of unbundled
8 interoffice facilities to *existing* incumbent LEC facilities.⁶⁸
9

10 **Q. EEL-6. ELI STATES TO THE EXTENT SUBSECTION 9.23.3.12 REQUIRES**
11 **PAYMENT OF TERMINATION LIABILITY FOR TARIFF SERVICES THE CLEC**
12 **OBTAINED AND SEEKS TO CONVERT TO A UNE COMBINATION, SHOULD**
13 **BE MODIFIED TO MAKE ANY TERMINATION LIABILITY INAPPLICABLE**
14 **UNDER THOSE CIRCUMSTANCES.**

15 A. Qwest disagrees and does not agree to modify this section. Typically, when a
16 termination liability exists it is due to a term and/or volume discount previously
17 applied to the full rate for the service. Qwest applies the discount in return for a
18 period of time commitment at that rate by the CLEC. To the extent a CLEC is
19 now attempting to "disconnect" this rate, then clearly termination liabilities should
20 and do apply.

21 **Q. EEL-7. ELI STATES SECTION 9.23.3.14 SHOULD BE MODIFIED TO**
22 **REMOVE FORECASTS AS A CONDITION OF QWEST'S OBLIGATION TO**
23 **ACCEPT ORDERS FOR AND PROVISION UNE COMBINATIONS.**

⁶⁸ FCC First Competition Report and Order, para. 451.

1 A. Qwest has agreed in Colorado to review its complete requirements for UNE and
2 UNE combination forecasts on March 19, 2001, and where possible to have
3 consistency across SGAT offerings. Qwest would recommend deferring forecast
4 requirements till after this workshop has been concluded. Qwest agrees to
5 amend the relevant SGAT sections in all states to be consistent with the forecast
6 agreements developed in that workshop.

7 **Q. EEL-8. REGARDING SECTION 9.23.4.1.2, ELI EXPRESSED CONCERNS ON**
8 **NONRECURRING CHARGES BEING “BASED UPON THE EXISTING RULES”**
9 **FOR UNE COMBINATIONS.**

10 A. Qwest’s intent with this section was to state that its rates for UNE combination
11 conversions would be cost based. However, in other states, CLECs were
12 concerned that cost rules may be changing, and requested a more general
13 reference to existing rules, including a particular Commission’s pricing and
14 costing rules.

15 **Q. EEL-9. ELI BELIEVES THERE SHOULD NOT BE A DELAY TO LOAD THE**
16 **APPROPRIATE RATES INTO THE PROVISIONING AND BILLING SYSTEMS**
17 **PRIOR TO A CLEC ORDERING UNE COMBINATIONS.⁶⁹ PLEASE**
18 **RESPOND.**

19 A. The appropriate rates for a CLEC’s requested combinations must be loaded
20 individually for each CLEC, since every CLEC can have its own specific rates.
21 The USOCs and rates need to be sent to be loaded into several systems (CRIS,

⁶⁹ WCom at page 5.

1 IABS & CPPD). Qwest is working to improve its processes and reduce the time
2 required to load rates.

3
4 **Q. EEL-10. WCOM RECOMMENDS THAT QWEST ADOPT A SINGLE PROCESS**
5 **FOR THE ORDERING OF EEL COMBINATIONS.⁷⁰ PLEASE RESPOND.**

6 A. Qwest initially developed two EEL products, one to handle conversion of
7 combinations of loop and dedicated transport to EEL (then called UNE-C-PL) and
8 one to handle Qwest's obligation to combine loop and dedicated transport in
9 Zone 1 of the top 50 MSAs (then called EEL). In Arizona, CLECs suggested that
10 the products be combined. Prior to the Workshop, Qwest submitted language
11 combining the products into one EEL product. This change made sense in light
12 of Qwest's agreement to combine loop and dedicated transport in its entire 14-
13 state region, and not just within Zone 1 of the top 50 MSAs. However, because
14 Qwest had implemented two different processes to provision the two products,
15 the SGAT defined two EEL options, EEL Provisioning (EEL-P) and EEL
16 Conversion (EEL-C).

17 Qwest had developed two provisioning processes, to maximize the efficiency of
18 providing each product. EEL-C used an LSR process and could be ordered on a
19 single LSR. EEL-P was a new combination of loop and transport. It used an
20 ASR process. EEL-P without multiplexing and could be ordered on a single
21 ASR, while EEL-P with multiplexing required two ASRs. A change or augment to
22 an EEL-C or an EEL-P was be ordered using the same process the CLEC used
23 when first ordering the EEL.

24 Per CLEC request, Qwest is developing an ordering process were new and
25 existing conversions of EELs can occur using LSR forms. The new LSR process
26 will be in place within the next several months. Qwest will rewrite all internal and

⁷⁰ WCom at page 17.

1 CLEC methods and procedures, modify the IRRG and assure training is
2 complete before converting to the one LSR process for all EELs. We expect that
3 work to be complete and the conversion to occur in early April time frame. Under
4 the new process, EELs without multiplexing can be ordered on a single LSR,
5 while EELs with multiplexing require two LSRs.

6 This process is more efficient than the process that the FCC approved in its
7 Kansas/Oklahoma Section 271 Order. The FCC's order states:

8 E.spire argues that SWBT's two-step process for converting access
9 circuits to UNE pricing, which requires a requesting carrier to complete
10 both an ASR and LSR, violates the rules set forth in the Supplemental
11 Order Clarification governing EEL provisioning. We disagree. In our
12 Supplemental Order Clarification, we established a general rule to govern
13 the EEL provisioning process in recognition that incumbent LECs may
14 adopt different procedures to ensure that access circuits are converted to
15 unbundled loop transport combinations simply and without delay. We find
16 that our rules do not expressly prohibit the two-step process performed by
17 SWBT.⁷¹

18
19 **Q. EEL-11. WCOM STATES QWEST WILL NOT PROVISION ANY EELS.⁷²**
20 **PLEASE RESPOND.**

21 **A.** Qwest is not aware of any EEL orders that have not been provisioned.

22
23 With regard to its negotiations, WCom tells only part of the story. In order for a
24 CLEC to begin ordering EEL service, it must first have a contract which contains
25 the required rate elements, i.e. Unbundled Loop, UDIT, Multiplexing etc. If the
26 contract does not contain these rate elements, then a determination will need to
27 be made by Product Management if an Amendment to the CLEC's existing
28 contract is required. The existing WCom contract does not contain the required

⁷¹ FCC Kansas/Oklahoma Section 271 Order, para. 176.

⁷² WCom at page 6.

1 rate elements necessary to implement EEL. Qwest is presently working with
2 WCom on the development of a new Amendment to include EEL.

3

4 **Q. EEL-12. PARTIES ASK FOR CLARIFICATION THAT EEL IS AVAILABLE**
5 **THROUGH OC-192. PLEASE RESPOND.**

6 A. Qwest had at first limited EELs to specified bandwidths, and the CLECs objected
7 to the limitation. The SGAT has been revised to indicate that any existing
8 bandwidths are available, including bandwidths DS0 through OC-192. DS0,
9 DS1 And DS3 bandwidths are standard products. Other bandwidths can be
10 ordered through the special request process explained in Exhibit F of the SGAT.

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

12 A. Yes, this concludes my testimony.