

**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)
_____)

REBUTTAL TESTIMONY OF

LORI A. SIMPSON

for

QWEST CORPORATION

RE: CHECKLIST ITEM 2 – UNBUNDLED NETWORK ELEMENTS – PLATFORM

COMBINATIONS; AND

CHECKLIST ITEM 6 – UNBUNDLED NETWORK ELEMENTS – SWITCHING

FEBRUARY 26, 2001

TESTIMONY INDEX

	<u>Page</u>
I. IDENTIFICATION OF AFFIANT	1
II. PURPOSE OF REBUTTAL TESTIMONY	1
III. EXECUTIVE SUMMARY	2
IV. QWEST'S RESPONSE TO THE TESTIMONY OF WCOM CONCERNING SGAT PROVISIONS FOR UNE-P COMBINATIONS.	2
a. Availability of UNE-P Combinations in Certain High-Density Wire Centers – Issue UNEP-1	3
b. Availability of UNE-P Line-Splitting and UNE-P with Qwest DSL Service – Issue UNEP-2.....	4
c. Branding of Directory Assistance and Operator Services – Issue UNEP-3.....	5
d. Collection of TLA in Conversions to UNE Combinations - Issue UNEP-4.....	5
e. Contacts with CLEC End User Customers by Qwest, and Vice Versa – SGAT Section 9.23.3.17 - Issue UNEP-5	7
f. Pricing for Unbundled Elements and Combinations – Issue UNEP-6.....	9
g. Listing Information from CLECs – SGAT Section 9.23.5.5 - Issue UNEP-7	9
V. QWEST'S RESPONSE TO THE TESTIMONY OF AT&T CONCERNING SGAT PROVISIONS FOR UNE-P COMBINATIONS.	11
a. Availability of Features with UNE-P Combinations - SGAT Sections 9.23.3.2 through 9.23.3.6 - Issue UNEP-8.....	11
b. Conversion of CLEC's Resale End User Customers to UNE-P Combinations – SGAT Section 9.23.3.13 - Issue UNEP-9	13
c. Changes in Service Provider – SGAT Section 9.23.5.6 - Issue UNEP-10	13
d. Alleged Limitations on UNE-Switching in Combinations – SGAT Section 9.23.3.18 – Issue UNEP-11	14
VI. QWEST'S RESPONSE TO THE TESTIMONY OF WCOM CONCERNING SGAT PROVISIONS FOR UNE-SWITCHING.....	16
a. Availability of Switch Features – SGAT Section 9.10.1.1 & 9.10.2.2 - Issue SW-1	16
VII. QWEST'S RESPONSE TO THE TESTIMONY OF AT&T CONCERNING SGAT PROVISIONS FOR UNE-SWITCHING.....	17

a.	Alleged Problems with Feature Availability with UNE-Switching and Access to AIN Features - SGAT Exhibit E and Sections 9.11.2.1 and 9.11.1.8 – Issue SW-2.....	17
b.	Alleged Problems with SGAT Sections 9.10 and 9.11 – Issue SW-3	23
c.	Process for Requesting Activation of Switch Features - SGAT Section 9.11.2.1 – Issue SW-4.....	24
d.	Allegations that the “Special Request Process” is not Available for Review to Determine if it is Appropriate or Adequate to Request Switch Feature Activation SGAT Section 9.11.2.1 – Issue SW-5	27
e.	Identification of Wire Centers Included in Exception to Requirement to Provide UNE-Switching – SGAT Section 9.11.2.5 – Issue SW-6	28
f.	Access to EELs and Exception to Requirement to Provide UNE- Switching; – SGAT Section 9.11.2.5 – Issue SW-7	29
g.	Loop/Switch Combinations and Exception to Requirement to Provide UNE-Switching – SGAT Section 9.11.2.5 – Issue SW-8	30
h.	Interruption of Service and Exception to Requirement to Provide UNE- Switching – SGAT Section 9.11.2.5 – Issue SW-9.....	31
i.	End User Customer Location and Exception to Requirement to Provide UNE-Switching – SGAT Section 9.11.2.5 – Issue SW-10	32
j.	Centrex Service and Availability of Administrative Features – Issue SW- 11.....	34
k.	Notification of Changes to the Switch – Issue SW-12.....	34
l.	Unbundled Local Tandem Switching – SGAT Section 9.10 – Issue SW- 13.....	35
m.	Unbundled Local Tandem Switching – “Connections” - SGAT Section 9.10.2.1 – Issue SW-14.....	36
n.	Unbundled Local Tandem Switching – SGAT Section 9.10.2.2 – Issue SW-15	37
VIII.	CONCLUSION.....	38

1 **I. IDENTIFICATION OF AFFIANT**

2 **Q. PLEASE STATE YOUR NAME, POSITION, EMPLOYER, AND**
3 **BUSINESS ADDRESS.**

4 A. My name is Lori A. Simpson. I am a Director in the Qwest Corporation
5 (Qwest), formerly known as U S WEST Communications, Inc., Wholesale
6 Markets organization. My office is located at 301 West 65th Street,
7 Minneapolis, Minnesota.

8 I hereby adopt the previously filed direct testimony and exhibits of Karen A.
9 Stewart regarding checklist items 2 – Unbundled Network Elements –
10 Platform Combinations, and checklist item 6 – Unbundled Network Elements
11 – Switching.

12 **II. PURPOSE OF REBUTTAL TESTIMONY**

13 **Q. PLEASE STATE THE PURPOSE OF YOUR TESTIMONY.**

14 A. The purpose of my rebuttal testimony is to respond to the certain issues
15 raised in the testimony of Dayna D. Garvin for WorldCom, Inc. (WCom) and
16 Rex Knowles of XO Washington, Inc., f/k/a NEXTLINK Utah, Inc. (XO), and
17 issues raised in the comments of AT&T, concerning Qwest's satisfaction of
18 checklist item 2, Unbundled Network Elements – Platform Combinations,
19 and checklist item 6, Unbundled Network Elements – Switching.

1 **III. EXECUTIVE SUMMARY**

2 **Q. PLEASE SUMMARIZE YOUR TESTIMONY.**

3 A. My direct and rebuttal testimony filed in this matter establish that Qwest has
4 satisfied the requirements of the Telecommunications Act of 1996 (Telecom
5 Act) and Federal Communications Commission (FCC) orders for UNE-P
6 Combinations and UNE Switching, which are prerequisites for Qwest's entry
7 into the interLATA long distance market in Washington. Qwest meets these
8 requirements in Washington through its SGAT and Commission-approved
9 interconnection agreements, which fulfill Qwest's obligation to provide
10 access to UNE-P Combinations and UNE-Switching under concrete and
11 specific legally binding terms and conditions that meet the requirements of
12 the Telecom Act and FCC rules.

13 This rebuttal testimony provides additional evidence of Qwest's compliance
14 with the Telecom Act and FCC rules regarding access to UNE-P
15 Combinations and UNE-Switching in response to issues raised by
16 intervenors.

17 **IV. QWEST'S RESPONSE TO THE TESTIMONY OF WCOM CONCERNING**
18 **SGAT PROVISIONS FOR UNE-P COMBINATIONS.**

19 **Q. PLEASE RESPOND TO WCOM'S TESTIMONY CONCERNING UNE-P**
20 **COMBINATIONS.**

21 A. WCom makes a number of claims and suggestions concerning the terms of
22 the Washington SGAT for UNE-P Combinations. I will respond to each of
23 WCom's claims in turn.

1 **a. Availability of UNE-P Combinations in Certain High-Density Wire Centers –**
2 **Issue UNEP-1**

3 WCom proposes that Qwest make UNE-P Combinations available in those
4 situations where Qwest is not required to provide UNE Switching with
5 market- based rates applied to the Unbundled Switching element of the
6 UNE-P Combination.¹

7
8 In a change of policy, Qwest agrees to voluntarily provide UNE-P
9 Combinations in those situations where it is not required to provide UNE-
10 Switching.² Qwest is in the process of determining the market-based rates
11 that will apply for UNE-P service provided under this circumstance, and will
12 provide that information when it is available.

13
14 I also propose modifying the following SGAT provisions to address this
15 change in Qwest's policy:

16 9.11.2.5.7 When a CLEC's end user customer with three lines or
17 fewer served by UNE-P or unbundled switching adds lines so that is has
18 four or more lines, CLEC shall do one of the following within sixty (60)
19 days from the date the fourth line is added: 1) CLEC may retain such
20 UNE-P lines as UNE-P Combinations with a market rate for the
21 unbundled switching component as shown in Exhibit A to this
22 Agreement; or 2) CLEC shall convert such lines from UNE-P lines or
23 unbundled switching to resale rates or other appropriate arrangement
24 within 60 days.

25 I propose deleting the following provisions from the Washington SGAT:

¹ Testimony of Dayna D. Garvin from WorldCom ("Testimony of Garvin") at page 13.

² Qwest is not required to provide UNE-Switching in the 14 high-density zone 1 wire centers in Qwest's region that are designated by the FCC when an end user has more than three lines, so long as Qwest offers EELs in those wire centers.

1 9.11.2.5.3 ~~Reserved for future use. —UNE-P is not available for~~
2 ~~end user customers with four or more access lines located within the~~
3 ~~Wire Centers specified above.~~

4 ~~9.23.3.18 Reserved for future use. Local circuit switching is not~~
5 ~~available as a UNE in certain circumstances. Where unbundled local~~
6 ~~circuit switching is one of the elements in a combination of elements,~~
7 ~~CLEC will not request UNE-P where the following conditions exist: The~~
8 ~~end-user customer to be served with the UNE Combination is an end-~~
9 ~~user customer with four access lines or more and the lines are located in~~
10 ~~density zone 1 in specified MSAs as defined earlier in this UNE Section.~~

11 ~~9.23.3.18.1—Access lines will be measured at the DS0 equivalent~~
12 ~~level.~~

13 **b. Availability of UNE-P Line-Splitting and UNE-P with Qwest DSL Service –**
14 **Issue UNEP-2**

15 WCom notes that the SGAT does not contain a provision for UNE-P Line-
16 Splitting. WCom also recognizes that this service would properly be
17 discussed in another workshop, and not in the UNE Combinations
18 workshop.³

19
20 As WCom suggests, line-splitting should be discussed at the UNE-Loop
21 workshop, and any SGAT changes should also be discussed in that forum.

22
23 On the same topic, AT&T claims that CLECs should be able to order UNE-P-
24 POTS and UNE-P-ISDN with the addition of high speed xDSL data. AT&T
25 asserts that Qwest “has admitted in Enhanced Services workshops that
26 packet switching must be unbundled.” AT&T goes on to suggest that UNE-
27 P-POTS and UNE-P-ISDN with xDSL would add unbundled packet switching

³ Testimony of Garvin at page 16.

1 to “normal” POTS and to “normal” IDSN-BRI.⁴

2
3 Again, the subject of line-splitting with UNE-P should be discussed in the
4 Unbundled Loops workshop.

5 **c. Branding of Directory Assistance and Operator Services – Issue UNEP-3**

6 WCom comments on the language in Section 9.23.3.11.2 concerning
7 branding options for directory assistance and operator services, suggesting
8 changes to the language.⁵

9
10 I propose modifying Section 9.23.3.11.2 to address WCom’s concerns:

11 9.23.3.11.2 If Qwest provides and CLEC accepts operator services,
12 directory assistance, and intraLATA long distance as a part of the basic
13 exchange line, it will be offered with standard Qwest branding. CLEC is
14 not permitted to alter the branding of these services in any manner when
15 the services are a part of the UNE-P line without the prior written
16 approval of Qwest. However, at the request of CLEC and where
17 technically feasible, Qwest will rebrand operator services and directory
18 assistance in CLEC’s name, in CLEC’s choice of name, or in no name,
19 in accordance with terms and conditions set forth in this Agreement.

20 **d. Collection of TLA in Conversions to UNE Combinations - Issue UNEP-4**

21 WCom comments on Section 9.23.3.12 of the SGAT, suggesting that the
22 provision has “problems,” stating that Qwest should not be allowed to
23 attempt to enforce its tariffs or contracts via the SGAT; that there would be
24 practical difficulties billing termination liability before a contract is terminated;
25 and, that this provision would be “detrimental” to CLECs and end users who

⁴ Comments of AT&T at page 63.

1 wish to have a choice of providers. WCom suggests the provision should be
2 stricken from the SGAT.⁶

3
4 While I do not agree with WCom's assertions, and do not agree to strike the
5 provision in total, I suggest the following modifications and believe these
6 changes fully address WCom's concerns:

7 9.23.2.12 If CLEC has existing resold services under an
8 arrangement or agreement that includes the application of termination
9 liability assessment (TLA) or minimum period charges, and if CLEC
10 wishes to convert such resold services to UNE Combination service,
11 TLA or minimum period charges will apply, and the conversion of
12 services will not be delayed due to the applicability of TLA or minimum
13 period charges. If a retail contract or tariff agreement exists between
14 Qwest and the end user customer or reseller utilizing the combination of
15 elements, all applicable Termination Liability Assessment (TLA) or
16 minimum period charge whether contained within tariffs, contracts or any
17 other applicable legal document, will apply and must be paid in full by
18 the responsible Party before the combination of elements is available
19 for conversion into a UNE Combination.

20 AT&T also commented on this Section of the SGAT, making similar
21 statements to those made by WCom.⁷ The proposed changes noted above
22 should satisfy AT&T's concerns.

23 XO also comments on the application of termination liability. XO suggests
24 that "[a]mong the issues to be addressed in the Commission's new generic
25 cost docket is [sic] any nonrecurring charges, including termination liability,
26 applicable to conversions of tariff services to EELs and other UNE

⁵ Testimony of Garvin at page 18.

⁶ Testimony of Garvin pages 18-19

1 combinations.” XO goes on to state that because Qwest proposed “no such
2 nonrecurring charge for EEL conversions in its August 2000 direct testimony
3 in that docket”, Qwest should be precluded from imposing any termination
4 liability, "other than any demonstrable costs Qwest incurs on a forward-
5 looking basis to make the necessary billing and records changes.”⁸

6
7 XO suggests that early termination charges are nonrecurring charges.
8 However, termination liability charges are not nonrecurring charges. If a
9 service is provided to an end user or CLEC, and if termination liability
10 charges would apply in the event of an earlier termination of the service than
11 contemplated by the terms of the agreement for the service, the termination
12 charges that may apply are essentially a surrogate for the monthly recurring
13 charges that are lost by Qwest due to the breach of the agreement entered
14 into by the end user or CLEC and Qwest. Accordingly, XO’s testimony does
15 not correctly depict the application of termination charges. Furthermore, I
16 recommend modifying the application of TLA as noted above, and perhaps
17 these changes will satisfy XO’s concerns.

18 **e. Contacts with CLEC End User Customers by Qwest, and Vice Versa –**
19 **SGAT Section 9.23.3.17 - Issue UNEP-5**

20 WCom states in its testimony that while it agrees with certain portions of
21 Section 9.23.3.17 of the SGAT, it does not agree with the portion of this

⁷ Comments of AT&T at page 64.

⁸ Testimony of Knowles at page 3.

1 section that states “nothing in this Agreement shall be deemed to prohibit
2 Qwest from discussing its products and services with CLEC’s end user
3 customers who call Qwest.”⁹ WCom suggests adding the phrase “and
4 requests information regarding Qwest products and services” to the end of
5 the last sentence in SGAT Section 9.23.3.17 in order to cure what WCom
6 sees as the section’s problem.¹⁰

7
8 The addition of nearly identical language as that proposed by WCom, to an
9 identical provision in the resale section of the Washington SGAT, has been
10 discussed at length in the 271 workshops regarding resale, and the parties
11 did not reach agreement. Qwest believes it has a right to discuss its
12 products and services with callers to its offices. Furthermore, Qwest
13 believes that it would be nearly impossible to implement rules capable of
14 being followed that define when it would be acceptable to discuss products
15 and services with end user customers of the other party, and when it would
16 not be acceptable to do so. For these reasons, Qwest does not agree to add
17 the suggested language.

18
19 However, the matching provision in the resale section of the Washington
20 SGAT was modified with the agreement of Qwest, AT&T, and WCom, in
21 order to address some of the concerns expressed by WCom and AT&T, and

⁹ Testimony of Garvin at page 20.

¹⁰ Testimony of Garvin at page 21.

1 I suggest it would be appropriate to make those same changes in this
2 section of the SGAT. These changes clarify the parties' responsibilities
3 concerning handling misdirected calls and make the provision reciprocal, and
4 I suggest that Section 9.23.3.17 be modified to match the agreed-upon
5 changes to the resale provision. Accordingly, I propose the section be
6 changed as follows:

7 9.23.3.17 CLEC, or CLEC's agent, shall act as the single point of
8 contact for its end user customers' service needs, including without
9 limitation, sales, service design, order taking, provisioning, change
10 orders, training, maintenance, trouble reports, repair, post-sale servicing,
11 billing, collection and inquiry. CLEC's shall inform its end user customers
12 that they are end user customers of CLEC. CLEC's end user customers
13 contacting Qwest will be instructed to contact CLEC, and Qwest's end
14 user customers contacting CLEC will be instructed to contact Qwest. In
15 responding to calls, neither Party shall make disparaging remarks about
16 each other. To the extent the correct provider can be determined,
17 misdirected calls received by either Party will be referred to the proper
18 provider of local exchange service; however, ~~unless specifically provided~~
19 ~~otherwise,~~ nothing in this Agreement shall be deemed to prohibit Qwest
20 or CLEC from discussing its products and services with CLEC's or
21 Qwest's end user customers who call the other PartyQwest.

22 **f. Pricing for Unbundled Elements and Combinations – Issue UNEP-6**

23 WCom comments that it "is particularly concerned with the level of prices
24 proposed by Qwest in Washington for both the non-recurring and monthly
25 recurring charges associated with UNE-P combinations." WCom goes on to
26 note that it recognizes that pricing will not be decided in this specific
27 workshop, and that such issues will be addressed as part of the cost docket.

28 **g. Listing Information from CLECs – SGAT Section 9.23.5.5 - Issue UNEP-7**

29 Section 9.23.5.5 of the SGAT provides:

30 9.23.5.5 CLEC shall provide Qwest with complete and accurate end

1 user customer listing information for Directory Assistance, Directory
2 Listings, and 911 Emergency Services for all end-user customers served
3 by UNE Combinations.

4 This language requires that CLECs provide complete end user listings
5 information for directory listings and 911 Emergency Services when it
6 submits service requests for UNE Combinations. However, WCom asserts
7 that CLECs should not be required to provide listing information as part of
8 service requests for UNE Combinations if the CLEC does not wish to make a
9 change in its end user's existing listing, and that the SGAT section should be
10 modified by adding the following sentence: "However, for migration of
11 customers 'as is', Qwest will make no change in existing Directory
12 Assistance, Directory Listings, and 911 Emergency Services unless
13 requested to do so by the CLEC."¹¹

14 First, as a threshold matter, CLECs are responsible to provide accurate and
15 up-to-date end user listings information to Qwest, and it is appropriate for the
16 SGAT to state this. Second, as to WCom's suggested SGAT language,
17 which essentially says that Qwest will follow a CLEC's instructions as to the
18 CLEC's end user's listings, adding such language to this section of the
19 SGAT is not necessary as complete terms and conditions for listings are
20 included in the Ancillary Services section of this agreement.

21

¹¹ Testimony of Garvin at page 22.

1 **V. QWEST’S RESPONSE TO THE TESTIMONY OF AT&T CONCERNING**
2 **SGAT PROVISIONS FOR UNE-P COMBINATIONS.**

3 **Q. PLEASE RESPOND TO AT&T’S TESTIMONY CONCERNING UNE-P**
4 **COMBINATIONS.**

5 A. AT&T makes a number of claims and suggestions concerning the terms of
6 the Washington SGAT for UNE-P Combinations. I will respond to each of
7 AT&T’s claims in turn.

8 **a. Availability of Features with UNE-P Combinations - SGAT Sections**
9 **9.23.3.2 through 9.23.3.6 - Issue UNEP-8**

10 AT&T complains about UNE-P-POTS, stating that “this section is not clear.”

11 AT&T does not identify to which section of the SGAT it refers, but it
12 presumably refers to Section 9.23.3.2. AT&T goes on to state that “the
13 language suggests that Qwest may withhold features from UNE-P-POTS”
14 because the language is not sufficient to indicate that CLECs may order any
15 and all combinations, functions, and capabilities of the switch.¹²

16
17 While I believe the language is adequate and correct as written, and Qwest
18 does not withhold features from UNE-P-POTS service, in response to
19 AT&T’s comments, I suggest the following modifications to these provisions:

20 9.23.3.2 UNE-P-POTS: ~~Retail and/or Resale~~ 1FR/1FB lines are
21 available to CLEC as a UNE Combination. UNE-P POTS is comprised
22 of the following unbundled network elements: Analog - 2 wire voice
23 grade loop, Analog Line Side Port, and Shared Transport and, if desired,
24 all compatible Vertical Features. All the Vertical Switch Features that are
25 technically feasible for POTS are available with UNE-P-POTS.

¹² Comments of AT&T at page 56.

1 9.23.3.3 UNE-P-PBX: ~~Retail and/or resale~~ PBX Trunks are available to
2 CLEC as a UNE Combination. There are two types of UNE-P-PBX:
3 Analog Trunks and Direct Inward Dialing (DID) Trunks. UNE-P-PBX is
4 comprised of the following unbundled network elements: 2/4 Wire
5 Analog Loop, Analog/DID Trunks, and Shared Transport. All the Vertical
6 Switch Features that are technically feasible for Analog and DID PBX
7 Trunks are available with UNE-P-PBX.

8 9.23.3.4 UNE-P-DSS: ~~Retail and/or Resale~~ Digital Switched Service
9 (DSS) ~~isare~~ available to CLEC as a UNE Combination. UNE-P-DSS is
10 comprised of the following unbundled network elements: DS1 Capable
11 Loop, Digital Line-Side Port and Shared Transport. All the Vertical
12 Switch Features that are technically feasible for Digital Switched Service
13 are available with UNE-P-DSS.

14 9.23.3.5 UNE-P-ISDN: ~~Retail and/or resale~~ ISDN lines are available to
15 CLEC as a UNE Combination. All the Vertical Switch Features that are
16 technically feasible for ISDN are available with UNE-P-ISDN. There are
17 two types of UNE-P-ISDN:

18 a) Basic rate (UNE-P-ISDN-BRI) is comprised of the following
19 unbundled network elements: Basic ISDN Capable Loop, BRI Line
20 Side Port and Shared Transport; and.

21 b) Primary rate (UNE-P-ISDN-PRI) – UNE-P-ISDN-PRI is comprised
22 of the following unbundled network elements: Basic ISDN Capable
23 Loop, Digital Line Side Port and Shared Transport.

24 9.23.3.6 UNE-P-Centrex: Centrex Service is available to CLEC as a
25 UNE Combination. Centrex is comprised of the following unbundled
26 network elements: Analog - 2 wire voice grade loop, Analog Line Side
27 Port, and Shared Transport. All the Vertical Switch Features that are
28 technically feasible for Centrex service are available with UNE-P-
29 Centrex. ~~Centrex Common Block and, if desired, the Centrex Features~~
30 ~~supported by the switch. Because of the numerous varieties of Centrex~~
31 ~~and the complexity of the products, CLEC must contact its account~~
32 ~~representative to arrange for ordering and processing of the appropriate~~
33 ~~variety of Centrex.~~

34 9.23.3.6.1 CLEC may also request a service change from Centrex
35 21, Centrex Plus or Centron service to UNE-P-POTS. The UNE-P-
36 POTS line will contain the UNEs established in Section 9.23.3.2 of
37 this Agreement.

38 9.23.3.6.2 Qwest will provide access to Customer Management
39 System (“CMS”) with UNE-P-Centrex.

1 **b. Conversion of CLEC's Resale End User Customers to UNE-P**
2 **Combinations – SGAT Section 9.23.3.13 - Issue UNEP-9**

3 AT&T claims that when a CLEC requests conversion of existing resold
4 service to UNE-P Combination service, the CLEC should be billed at the
5 UNE-P rate as of the due date requested by the CLEC for the conversion or
6 the standard interval, whichever is longer.¹³

7
8 If a CLEC requests the conversion of resold service to UNE-P service with a
9 standard or longer interval, and if a delay in the conversion of the resold
10 service to UNE-P Combination service is due to Qwest's actions, then Qwest
11 agrees to begin billing the CLEC at the UNE-P rate, and to stop billing the
12 CLEC at the resold rate, on the due date requested by the CLEC for the
13 conversion, or the standard interval, whichever is longer. Accordingly, I
14 suggest modifying the SGAT as follows:

15 9.23.3.13 For installation of new UNE Combinations, CLEC will not
16 be assessed UNE rates for UNEs ordered in combination until access to
17 all UNEs that make up such combination has~~ves~~ been provisioned to
18 CLEC as a combination, unless a UNE is not available until a later time
19 and CLEC elects to have Qwest provision the other elements before all
20 elements are available. For conversions of existing resold services to
21 UNE-P Combinations, CLEC will be billed at the UNE-P rate, and billing
22 at the resold rate will cease, on the due date scheduled for the
23 conversion, so long as the due date of the conversion was a standard or
24 longer interval, unless CLEC has caused or requested a delay of the
25 conversion.

26 **c. Changes in Service Provider – SGAT Section 9.23.5.6 - Issue UNEP-10**

27 AT&T claims that Qwest should modify Section 9.23.5.6 of the SGAT, which

13 Comments of AT&T at page 65.

1 provides that: “Qwest will not provide CLEC with the name of the [new]
2 service provider selected by the end user,” to state also that Qwest will not
3 provide the name of the current provider of an end user’s service to Qwest
4 marketing personnel.¹⁴

5 The safe harbor rules contained in Section 222(a) and (b) of the Act apply to
6 every telecommunications carrier and need not be incorporated into the
7 SGAT. Qwest’s obligations, and the obligations of every other
8 telecommunications carrier, regarding confidentiality of
9 proprietary/competitively sensitive information are independent of the SGAT
10 and there is no need to add additional language. It would be simpler and
11 more appropriate to delete the last sentence of Section 9.23.5.6. I propose
12 that change below.

13 9.23.5.6 When Qwest’s end user customer or the end user customer’s
14 new service provider orders the discontinuance of the end user
15 customer’s existing service in anticipation of moving to another service
16 provider, Qwest will render its closing bill to the end user customer
17 effective with the disconnection. If Qwest is not the local service
18 provider, Qwest will issue a bill to CLEC for that portion of the service
19 provided to CLEC should CLEC’s end user customer, a new service
20 provider, or CLEC request service be discontinued to the end user
21 customer. Qwest will notify CLEC by FAX, OSS interface, or other
22 agreed upon processes when an end user customer moves to another
23 service provider. ~~Qwest will not provide CLEC with the name of the
24 other service provider selected by the end user customer.~~

25 **d. Alleged Limitations on UNE-Switching in Combinations – SGAT Section**
26 **9.23.3.18 – Issue UNEP-11**

27 AT&T asserts that Section 9.23.3.18 “unlawfully imposes limitations on the
28 use of UNE switching in some situations.” The only example provided by

¹⁴ Comments of AT&T at page 67.

1 AT&T is Qwest's now former policy not to provide UNE-P Combinations
2 under the circumstances in which FCC has established the exception to
3 unbundled local switching.¹⁵

4
5 As I described above in this testimony, AT&T's concern has been addressed
6 inasmuch as Qwest agrees to provide access to UNE-P Combinations in
7 those wire centers where Qwest is not required to offer UNE-Switching.

8

¹⁵ Comments of AT&T at pages 65-66

1

2 **VI. QWEST'S RESPONSE TO THE TESTIMONY OF WCOM CONCERNING**
3 **SGAT PROVISIONS FOR UNE-SWITCHING.**

4 **Q. PLEASE RESPOND TO WCOM'S TESTIMONY CONCERNING UNE-P**
5 **COMBINATIONS.**

6 A. WCom makes a number of claims and suggestions concerning the terms of
7 the Washington SGAT for UNE-Switching. I will respond to each of WCom's
8 claims in turn.

9 **a. Availability of Switch Features – SGAT Section 9.10.1.1 & 9.10.2.2 - Issue**
10 **SW-1**

11 WCom comments that it is concerned that certain language in Sections
12 9.10.1.1 and 9.10.2.2 of the Washington SGAT may limit the switch features
13 that should be included with UNE-Switching. Specifically, WCom states that
14 it is concerned about use of the phrase “centralized in local tandem
15 switches” when referring to functions of the local tandem switching
16 unbundled element because use of this phrase “may be interpreted to
17 exclude legitimate tandem switching features that should be included in this
18 unbundled element should Qwest decide to provide those features using an
19 adjunct device to the switch.”¹⁶

20

21 To address WCom's concerns, I propose the following changes to these
22 sections of the SGAT:

¹⁶ Testimony of Garvin at pages 11-12.

1 9.10.1.1 Access to The local tandem switching ~~element~~ includes the
2 facilities connecting the trunk distribution frames to the switch and all the
3 features, functions, and capabilities of the switch itself, including those
4 facilities that establish a temporary transmission path between two other
5 switches, but does not include the transport needed to complete the call.
6 The local tandem switching element also includes the features,
7 functions, and capabilities that are centralized in local tandem switches
8 and their adjuncts, if any, rather than in separate end-office switches.

9 9.10.2.2 The requirement to provide access to unbundled local tandem
10 switching includes: (i) trunk-connect facilities, including but not limited to
11 the connection between trunk termination at a cross-connect panel and
12 a switch trunk card; (ii) the base switching function of connecting trunks
13 to trunks; and (iii) the features, functions, and capabilities that are
14 centralized in local tandem switches and their adjuncts, if any, (as
15 distinguished from separate end-office switches), including but not
16 limited to call recording, the routing of calls to operator services, and
17 signaling conversion features. Qwest shall unbundle access to call
18 recording equipment ~~only to the extent any such recording equipment is~~
19 ~~installed~~ in a Qwest local tandem.

20
21 **VII. QWEST'S RESPONSE TO THE TESTIMONY OF AT&T CONCERNING**
22 **SGAT PROVISIONS FOR UNE-SWITCHING.**

23 **Q. PLEASE RESPOND TO AT&T'S TESTIMONY CONCERNING UNE-**
24 **SWITCHING.**

25 A. AT&T makes a number of claims and suggestions concerning the terms of
26 the Washington SGAT for UNE-Switching. I will respond to each of AT&T's
27 claims in turn.

28 **a. Alleged Problems with Feature Availability with UNE-Switching and Access**
29 **to AIN Features - SGAT Exhibit E and Sections 9.11.2.1 and 9.11.1.8 – Issue**
30 **SW-2**

31 AT&T claims to be aware of other CLECs' experiences with UNE-P

32 Combinations, and AT&T states "there are several problems with Qwest's

1 implementation of features with UNE-P.” AT&T further states that it has
2 heard that “Qwest is not providing all features with the unbundled switch or
3 the combination of switch and signaling.” AT&T also claims that it is
4 attempting to find out from Qwest which features will not be provided.¹⁷

5
6 Concerning AT&T’s questions about the features available with UNE-
7 Switching, Qwest makes all activated and unactivated switch features
8 available to CLECs. Qwest also voluntarily offers to make unloaded switch
9 features available to CLECs, to the extent technically feasible. Furthermore,
10 I am attaching to this rebuttal testimony as Exhibit LAS-22 a copy of the
11 updated SGAT Exhibit E, which provides a list of all loaded vertical switch
12 features, as well as the USOC for each. This list is available on Qwest’s web
13 site,¹⁸ and the web site also contains the current availability status of each
14 feature. I believe Qwest fully satisfies the FCC’s requirements for providing
15 access to vertical switch features.

16
17 AT&T also states that “there seems to be some issue with respect to which
18 customer features are provided by the switch and which features are
19 provided by AIN capabilities in the Qwest signaling network” and goes on to
20 state that Qwest must provide a matrix matching Qwest’s AIN features to
21 corresponding vertical switch features. Additionally, AT&T states that there

¹⁷ Comments of AT&T at page 67.

¹⁸ The web site address is http://www.qwest.com/wholesale/solutions/clecFacility/une_p_c.html.

1 “must be some discussion as to why certain features are provided by AIN
2 and not by the switch.”¹⁹ Finally, AT&T requests that Qwest provide
3 clarification as to whether a CLEC is “prohibited from using Qwest’s AIN
4 features or AIN capabilities.”²⁰

5
6 First, Qwest does not control what features switch manufacturers make
7 available for their switches. Second, Qwest makes all vertical switch
8 features available to CLECs. Third, CLECs have access to the AIN platform
9 and database so that CLECs may develop their own AIN features. Thus, not
10 only do CLECs have access to all vertical switch features, but they also have
11 control over their access to AIN features. This is the same position that
12 Qwest is in.

13
14 Furthermore, in order to accommodate CLECs that may be using or wish to
15 use particular existing vertical switch features that may be migrated to
16 Qwest’s AIN for its own use, Qwest agrees to leave the switch software for
17 such existing features on a switch. I propose the following SGAT change to
18 describe this practice:

19 9.11.1.8 Vertical features are software attributes on end office switches.
20 Vertical features are available separately and are listed in Exhibit E of
21 ~~the this~~ Agreement. If features that are loaded on Qwest’s switch(es)
22 are migrated to AIN for Qwest’s own use, the switch software for such
23 features will be retained on the Qwest switch(es) for the use of CLEC
24 and CLEC’s end user customers. ~~for the Analog Line Side Port are~~

¹⁹ Comments of AT&T at page 32.

²⁰ Comments of AT&T at page 38.

1 ~~available separately as follows:~~

2 Qwest does not provide access to its own AIN features with UNE-Switching.

3 Qwest complies with the FCC's rulings in this matter. In the UNE Remand
4 Order, the FCC stated:

5 We agree with Ameritech that unbundling AIN service software such as
6 "Privacy Manager" is not "necessary" within the meaning of the standard
7 in section 251(d)(2)(A). In particular, a requesting carrier does not need
8 to use an incumbent LEC's AIN service software to design, test, and
9 implement a similar service of its own. (820) Because we are
10 unbundling the incumbent LECs' AIN databases, SCE, SMS, and STPs,
11 requesting carriers that provision their own switches or purchase
12 unbundled switching from the incumbent will be able to use these
13 databases to create their own AIN software solutions to provide services
14 similar to Ameritech's "Privacy Manager." They therefore would not be
15 precluded from providing service without access to it. **Thus, we agree**
16 **with Ameritech and BellSouth that AIN service software should not**
17 **be unbundled.**(821)²¹ (Emphasis added.)

18 The FCC has determined that an ILECs AIN features should not be
19 unbundled when ILECs make the AIN platform available for CLECs to
20 develop their own AIN features. Qwest provides access to the Service
21 Creation Environment (SCE), SMS, STPs, and AIN database for CLECs to
22 develop their own AIN features. This is consistent with the FCC order that
23 specifically stated ILECs are not required to unbundle AIN features.²²

24 Because CLECs can develop their own AIN features, this restriction in no
25 way disadvantages CLECs in their providing features with UNE-Switching.

26
27 The FCC's determination on unbundled switching is not dependant on

²¹ *UNE Remand Order* ¶419. Footnotes 820 and 821 were omitted.

²² *UNE Remand Order* ¶419.

1 making a determination of whether AIN features are proprietary. However,
2 Qwest's AIN features are proprietary to Qwest. While Qwest uses platforms
3 developed by Telcordia for the development and deployment of all Qwest
4 AIN services, those platforms have a component, called SPACE (Service
5 Provisioning and Creation Environment), that is used to create new and
6 unique services. SPACE is software owned by Telcordia and is proprietary
7 to Telcordia. SPACE is a programming language that Qwest uses to
8 compile and create its own AIN features. SPACE converts computer
9 programs written in a text format into computer code. AIN features are
10 programs that Qwest's engineers create and write. Qwest has developed
11 the AIN services and features it has deployed. The former Advanced
12 Technologies (AT) organization within Qwest wrote the service requirements
13 and design documents. In all cases but one, the AT organization did the
14 development (that is, the "coding") of the service using the SPACE software
15 mentioned above. This one exception was due to a resource constraint at
16 AT, and the work was contracted to Telcordia to do the actual "coding" of the
17 service on SPACE.²³ In all cases for all services, AT then did the product
18 testing and deployment of the service into the Qwest network.

19
20 The AIN features that Qwest has developed are also unique as to their
21 actual design based on unique aspects of Qwest's retail business. Qwest
22 has specified the requirements for all such features based on its unique retail

²³ This exception was a work for hire.

1 end user customer base, based on the unique aspects to the demographics
2 in Qwest's particular region, and in some cases, based on state PUC
3 requirements. In addition, feature implementation is also unique because of
4 the framework that Qwest has developed for the execution and support of
5 AIN services. For example, Qwest has developed several feature managers
6 (for which a patent was granted in 1995) that allows Qwest to provision more
7 than one AIN service to an end user customer.

8
9 Furthermore, Qwest has received patents from the United States Patent
10 Office for some AIN features, and some patent applications are pending with
11 the patent office. It is important to be clear that all Qwest's AIN features are
12 proprietary to Qwest regardless of whether Qwest has formally filed for
13 and/or received a patent. Attached as Confidential and Proprietary Exhibit
14 LAS-24C is a list that identifies Qwest AIN patents and patent applications.
15 All of the patents that have a seven digit number preceding them, all of
16 which start with the number "5", are existing patents. All of the patents that
17 have a two digit number (like "08" or "09"), followed by a backslash and a six
18 digit number, are pending patents as of October 26, 2000. Qwest also has
19 trademarks on several of the service names.

20
21 Qwest generally substantially completes work on patents before a patent
22 application is filed. An exception to this rule is patent number 5,448,631,
23 which is listed as a patent under every AIN feature. This patent was filed

1 before AIN was deployed. This patent covers the basic concept of how
2 Qwest sets up more than one AIN feature on a line and allows AIN features
3 to be added on an automated basis. It also resolves execution conflicts
4 among AIN features regarding which one should execute first (e.g., the “No
5 Solicitation” feature vs. the “Do Not Disturb” feature).

6
7 As noted above, AT&T suggests that Qwest must provide a matrix identifying
8 AIN features and corresponding vertical switch features. There is no
9 requirement that Qwest provide CLECs with access to vertical switch
10 features that match Qwest’s own AIN features; Qwest provides access to all
11 vertical features that can possibly be provided from each switch – it can do
12 no more in that regard. Furthermore, the capability of switches to provide or
13 not provide specific features is not in Qwest’s control. The matrix AT&T
14 requests would serve no purpose and will not be supplied.

15 **b. Alleged Problems with SGAT Sections 9.10 and 9.11 – Issue SW-3**

16 AT&T complains that Sections 9.10 and 9.11 of the SGAT are inadequate to
17 provide the required access to the switch port when, for example, a CLEC is
18 providing its own loop. AT&T goes on to note that “the primary flaw of the
19 SGAT language on unbundled switching is that the SGAT focuses on
20 unbundled switching as an *element* and does not actually address *access* to
21 the element.” AT&T claims that “access should be provided at both the DS0
22 level for copper loops and at the DS1 level for PBX trunks, ISDN trunks, and
23 Digital Loop Carrier. Standard Digital Loop Carrier interfaces should be

1 provided to the switch, including GR303 and GR008, or any other interface
2 used by Qwest.” AT&T comments that the SGAT must be amended to
3 include these types of access.²⁴
4

5 In order to address AT&T’s concern about “access” to UNE-Switching, I
6 propose the following modifications to Sections 9.10.1.1 and 9.11.1.1:

7 9.10.1.1 Access to ~~The~~ local tandem switching ~~element~~ includes the
8 facilities connecting the trunk distribution frames to the switch and all the
9 features, functions, and capabilities of the switch itself, including those
10 facilities that establish a temporary transmission path between two other
11 switches, but does not include the transport needed to complete the call.
12 The local tandem switching element also includes the features,
13 functions, and capabilities that are centralized in local tandem switches
14 and their adjuncts, if any, rather than in separate end-office switches.

15 9.11.1.1 Access to Unbundled Local Switching encompasses line-side
16 and trunk-side facilities, plus the features, functions, and capabilities of
17 the switch. The features, functions, and capabilities of the switch
18 include the basic switching function, as well as the same basic
19 capabilities that are available to Qwest’s end-users customers.
20 Unbundled Local Switching also includes access to all vertical features
21 that the switch is capable of providing, as well as any technically-feasible
22 customized routing functions. Moreover, CLEC may purchase
23 Unbundled-unbundled Local Switching in a manner that permits CLEC to
24 offer, and bill for, exchange access and termination of EAS/local traffic.

25 **c. Process for Requesting Activation of Switch Features - SGAT Section**
26 **9.11.2.1 – Issue SW-4**

27 AT&T states that Qwest should modify Section 9.11.1.9.2 of the Washington
28 SGAT to describe the process for identification of the features loaded and/or
29 activated in particular switches. AT&T also comments that Qwest must have
30 a predetermined process to allow CLECs to request activation of currently-

²⁴ Comments of AT&T at page 32.

1 nonactivated switch features that includes a process for Qwest to respond to
2 such requests.²⁵

3
4 AT&T apparently cites the wrong paragraph of the SGAT, and meant to
5 discuss Section 9.11.2.1. In response to AT&T's comments, I point out that
6 features vary between switches, based on differences among switches from
7 different manufacturers, and based on the software release version that is
8 loaded in each particular Qwest switch. For these reasons, Qwest provides
9 CLECs with on-line access to information about individual switch features by
10 CLLI code and by NPA NXX. There are several methods for obtaining this
11 information.

12
13 First, the information may be obtained via the internet. The web site address
14 for accessing this information is
15 <http://www.uswest.com/wholesale/guides/index.html>. Using the pull-down
16 menu shown called "Tariff & Network Info," a link is available called
17 "Interconnection Databases." Once Interconnection Databases has been
18 selected, a CLEC would select "Central Office Find." This allows the CLEC
19 to use the end users NPA NXX to pull information about the serving wire
20 center. The information includes wire center switch code or "CLLI" code,
21 switch type, and switch generic. The CLLI code has an additional link for
22 more specific information about the wire center. Additionally, the CLLI code

²⁵ Comments of AT&T at page 39.

1 can be used on another link from this screen called "Switch Features" to get
2 a complete listing of all the available features in the particular switch.

3
4 Or, a CLEC can access the on-line Interconnection and Resale Resource
5 Guide (IRRG), and by selecting "Switch Features" using the CLLI code of the
6 serving wire center, obtain features for a particular switch. This is a shorter
7 link to the complete listing of the serving switch features.

8
9 Second, CLECs can also use the Interconnection Mediated Access-
10 Graphical User Interface (IMA-GUI) to obtain feature availability in switches.
11 A feature availability function in the IMA-GUI provides all features and
12 functions available from each Qwest switch.

13
14 AT&T also suggested, as noted above, that Qwest must have a process for
15 CLECs to request activation of loaded but nonactivated switch features.
16 Qwest has such a process, called "Special Request Process," and it is
17 described in Exhibit F to the Washington SGAT. Exhibit F describes the
18 process for requesting activation of switch features. The "Special Request
19 Process" applies for ordering switch features that are loaded, but not
20 activated on a switch, as well as ordering switch features that are not loaded
21 on a switch. The SGAT Exhibit F, "Special Request Process," is attached to
22 this testimony as Exhibit LAS-23. I propose modifying Section 9.11.2.1 as
23 follows:

1 9.11.2.1 CLEC may purchase access to all vertical features that are
2 loaded in Qwest's end office switch. CLEC may request features that
3 are not activated and/or not loaded in a Qwest end office switch utilizing
4 the BFR Special Request Process contained in Section 17 Exhibit F of
5 this Agreement. If CLEC requests activation and/or loading of features
6 in a switch that are loaded, but not activated in a Qwest end office
7 switch, appropriate recurring and nonrecurring charges will apply.
8 Features provided through AIN capabilities in Qwest's signaling network
9 are not available.

10 **d. Allegations that the "Special Request Process" is not Available for Review**
11 **to Determine if it is Appropriate or Adequate to Request Switch Feature**
12 **Activation SGAT Section 9.11.2.1 – Issue SW-5**

13 AT&T states that the "Special Request Process" is not part of the SGAT and
14 that AT&T has "no way to confirm whether the process is a lengthy or
15 expensive process that is unreasonable, discriminatory and unnecessary."²⁶

16 Additionally, AT&T states that "Qwest should make this language available
17 and explain how it satisfies Qwest's obligation to provide all the features and
18 functions of an unbundled switch."²⁷ The "Special Request Process" (SRP) is
19 described in Exhibit F to the SGAT, and Exhibit F is provided with this
20 testimony as Exhibit LAS-23. The SRP satisfies the FCC's criteria for the
21 process to be used when CLECs wish to order unloaded or unactivated
22 vertical features for the first time. Specifically, the FCC held as follows:

23 We recognize that, before offering a vertical feature for the first time, a
24 BOC will want to ensure that the requested feature will not cause
25 adverse network reliability effects. Furthermore, a BOC will need to
26 modify its systems to accept orders for these new features, and develop
27 maintenance routines to resolve problems. Therefore, we find that a
28 BOC can require a requesting carrier to submit a request for such a
29 vertical feature through a predetermined process that gives the BOC an

²⁶ Comments of AT&T at page 33.

²⁷ Comments of AT&T at page 37.

1 opportunity to ensure that it is technically feasible and otherwise develop
2 the necessary procedures for ordering those features. The process
3 cannot be open ended and it should not be used to delay the availability
4 of the vertical feature. A BOC must provide the requesting carrier with a
5 response within a reasonable and definite amount of time. Furthermore,
6 a BOC must demonstrate that the access it provides to competing
7 carriers satisfies its duty of nondiscrimination.²⁸

8 Again, Qwest's SRP process meets the requirements outlined by the FCC.

9 **e. Identification of Wire Centers Included in Exception to Requirement to**
10 **Provide UNE-Switching – SGAT Section 9.11.2.5 – Issue SW-6**

11 AT&T claims that in Section 9.11.2.5, Qwest “imperfectly captures the FCC’s
12 exception” regarding providing UNE-Switching in certain high density wire
13 centers.” AT&T goes on to state that Qwest must confirm that the wire
14 centers identified in Qwest’s Section 9.11.2.5 meet the FCC’s criteria, and
15 that Qwest must confirm whether the identified wire centers include other
16 density zones and, if they do, Qwest should make clear in its SGAT that
17 CLEC end user customers in such density zones are not covered by the
18 exclusion, even if their lines are located in the named wire centers.²⁹

19
20 The wire centers identified in the Washington SGAT Section 9.11.2.5 meet
21 the FCC’s criteria and are in zone 1 and do not include any end user
22 customers outside of zone 1 density area as defined by the FCC. Qwest’s
23 SGAT accurately captures the FCC’s criteria for this exception. Qwest
24 suggests, however, modifying the SGAT to include a reference to the FCC’s

²⁸ *Louisiana II Order* ¶ 220.

²⁹ Comments of AT&T at page 34.

1 ruling regarding which wire centers may be considered to be in density zone

2 1.

3 9.11.2.5 Unbundled Switching (~~and therefore Shared Transport~~) does
4 not constitute a UNE, and is therefore not available at UNE rates when
5 the end-user customer to be served with Unbundled Local Switching has
6 four access lines or more and the lines are located in density zone 1 in
7 specified Metropolitan Statistical Areas (MSAs). This exception applies
8 to density zone 1 as it was defined by Qwest on January 1, 1999.

9 **f. Access to EELs and Exception to Requirement to Provide UNE-Switching;**
10 **– SGAT Section 9.11.2.5 – Issue SW-7**

11 AT&T complains that the exception to the local switching unbundling
12 requirement only applies if CLECs have “nondiscriminatory, cost-based
13 access to the EEL.” AT&T also comments that the restriction on unbundled
14 switching should not apply in offices that have space or capacity limitations.
15 AT&T goes on to state that “if space in the Qwest office is insufficient for
16 multiplexing, concentration or the additional equipment needed for providing
17 transport facilities, there should be no restriction on CLEC use of unbundled
18 switching,” and that if Qwest has insufficient interoffice facilities to provide
19 the transport capability for EELs, there should be no restriction on CLEC use
20 of unbundled switching. AT&T also asserts that restrictions should not apply
21 where Qwest provides service using remote switching modules.³⁰

22
23 The FCC’s unbundled switching exemption is not dependent upon capacity
24 availability for other services in impacted Qwest wire centers. The FCC
25 made it clear that Qwest has no obligation to build unbundled dedicated

³⁰ Comments of AT&T at page 36.

1 transport, so the suggestion to link the switching exemption with sufficient
2 transport facilities is not based on any obligation placed on Qwest. The
3 FCC, after a detailed analysis, determined that CLECs had adequate
4 alternatives to unbundled switching in wire centers in density zone 1 of the
5 top 50 MSAs. The FCC did not limit its analysis to wire centers without
6 exhaust issues. The FCC did require ILECs to offer EELs in those wire
7 centers, but it did not condition the switching exception on a CLEC
8 specific/wire center specific analysis of facility exhaustion. The focus
9 regarding whether a particular CLEC has access to a particular EEL or
10 collocation is misplaced. The FCC's analysis is based upon the alternatives
11 available to CLECs in the aggregate, and not as to whether a particular
12 CLEC has access to a desired transport element.

13 **g. Loop/Switch Combinations and Exception to Requirement to Provide UNE-**
14 **Switching – SGAT Section 9.11.2.5 – Issue SW-8**

15 AT&T comments that if a “CLEC is currently serving a customer using a
16 loop/switch combination, and the customer adds a fourth (or more) line, then
17 a CLEC should be able to continue to serve that customer using loop/switch
18 combinations.”³¹

19
20 It is not clear what service AT&T refers to in its comments when it mentions
21 a “loop/switch” combination. However, if such a combination is a UNE-P
22 Combination, then the change in Qwest's policy wherein it will offer UNE-P in

³¹ Comments of AT&T at page 35.

1 the UNE-Switching exempt wire centers (with the inclusion of a market-
2 based rate for the unbundled switching (including vertical switch features)
3 portion of the UNE-P Combination) should satisfy AT&T's concern.

4 **h. Interruption of Service and Exception to Requirement to Provide UNE-**
5 **Switching – SGAT Section 9.11.2.5 – Issue SW-9**

6 AT&T states that Section 9.11.2.5 “should also contain an express provision
7 requiring that in no event may Qwest disconnect from service any CLEC
8 customer before arranging for continued uninterrupted service.”³²

9

³² Comments of AT&T at page 35.

1 With the change in Qwest's policy regarding the availability of UNE-P in the
2 UNE-Switching exempt wire centers, AT&T's concern here should be
3 lessened or eliminated. However, the addition of such a provision to the
4 SGAT is not appropriate for the following reasons. CLECs, and not Qwest,
5 are in control of arrangements that will provide uninterrupted service for their
6 end user customers. CLECs place service requests to disconnect, install, or
7 convert the CLECs' end user customers' services, not Qwest, and CLECs
8 must do so in a manner that ensures their end user customers' service is not
9 disrupted.

10 **i. End User Customer Location and Exception to Requirement to Provide**
11 **UNE-Switching – SGAT Section 9.11.2.5 – Issue SW-10**

12 AT&T suggests that Section 9.11.2.5 be modified to add language that
13 provides that counting a CLEC's lines for purposes of applying the UNE-
14 Switching exclusion be limited to single end user locations.³³

15
16 The exclusion does apply to single end user customers. However, the
17 exclusion applies to all locations of the end user customer within the
18 designated wire center, and, accordingly, the SGAT modification suggested
19 by AT&T is not appropriate. However, I propose the following changes to
20 Section 9.11.2.5, and suggest these changes properly address all of AT&T's
21 concerns regarding the UNE-Switching exception:

22 9.11.2.5 Unbundled Switching (~~and therefore Shared Transport~~) does
23 not constitute a UNE, and is therefore not available at UNE rates when

³³ Comments of AT&T at page 35.

1 the end-user customer to be served with Unbundled Local Switching has
2 four access lines or more and the lines are located in density zone 1 in
3 specified Metropolitan Statistical Areas (MSAs). This exception applies
4 to density zone 1 as it was defined by Qwest on January 1, 1999.

5 9.11.2.5.1 For the purposes of the above paragraph, the following
6 Wire Centers constitute density zone 1 in each of the specified MSAs:

7 MSA	8 CLLI	9 Wire Center
10 Seattle/Tacoma	11 STTLWA06	12 Seattle Main
	13 STTLWAEL	14 Seattle Elliott

15 9.11.2.5.1.1 For end user customers located within the Wire
16 Centers specified above, CLEC will determine whether end
17 user customers it intends to serve with UNEs have four access
lines or more in advance of submitting an order to Qwest for
Unbundled Local Switching at UNE rates. If the end user
customer is served by four access lines or more, CLEC will not
submit an order to Qwest for Unbundled Local Switching at
UNE rates.

18 9.11.2.5.2 This exclusion will be calculated using the number of
19 DSO-equivalent access lines CLEC intends to serve an end user
20 customer within a Wire Center specified above. For end user customers
21 with four or more access lines located within the Wire Centers specified
22 above, Qwest will charge market rates for Shared Transport in
23 accordance with Exhibit A.

24 9.11.2.5.3 Reserved for future use. —UNE-P is not available for
25 end user customers with four or more access lines located within the
26 Wire Centers specified above.

27 9.11.2.5.4 Only dial-tone lines shall be used in counting the
28 exclusion. Private line type data lines, alarm or security lines, or any
29 other type of non-dial-tone lines shall not be used in the count.

30 9.11.2.5.5 The high frequency portion of a loop shall not count as a
31 second line.

32 9.11.2.5.6 End-users shall be considered individually in MDU
33 buildings or any other multiple use or high-rise building or campus
34 configuration, as long as they are individually billed as the customer of
35 record.

36 9.11.2.5.7 When a CLEC's end user customer with three lines or
37 fewer served by UNE-P or unbundled switching adds lines so that is has

1 four or more lines, CLEC shall do one of the following within sixty (60)
2 days from the date the fourth line is added: 1) CLEC may retain such
3 UNE-P lines as UNE-P Combinations~~and the rate for such UNE-P~~
4 ~~Combinations is currently under development;~~ or 2) CLEC shall
5 convert such lines from UNE-P lines or unbundled switching to resale
6 rates or other appropriate arrangement ~~within 60 days~~.

7 9.11.2.5.8 A BRI ISDN line counts as one line.

8 **j. Centrex Service and Availability of Administrative Features – Issue SW-11**

9 AT&T suggests that Qwest must include provisions in the Washington SGAT
10 for unbundling Centrex management and control features of the switch when
11 a CLEC purchases access to UNE-Switching³⁴

12
13 Qwest has agreed to provide access to all central office-based Centrex
14 features and functions, and Qwest has included such features on the list of
15 available vertical switch features. Additionally, my testimony above
16 concerning the availability of Centrex features with UNE-P-Centrex affirms
17 this point. However, I propose adding the following provision to the
18 Washington SGAT to address AT&T's suggestion:

19 9.11.2.10 Qwest will provide access to Centrex Customer
20 Management System ("CMS") with Unbundled Switching.

21 **k. Notification of Changes to the Switch – Issue SW-12**

22 AT&T claims that Qwest should modify the Washington SGAT to include a
23 provision providing for Qwest notification to CLECs of changes to the switch,
24 including generic software upgrades.³⁵

³⁴ Comments of AT&T at page 37.

³⁵ Comments of AT&T at page 37.

1
2 While it is not necessary to add language to the SGAT regarding notification
3 of generic software upgrades when there is a process in place to provide
4 such network disclosure, and such disclosure is required by the FCC's Open
5 Network Architecture rules, in the spirit of cooperation, Qwest agrees to add
6 the following provision to the Washington SGAT:

7 9.11.2.9 Qwest will comply with the FCC's Open Network Architecture
8 (ONA) rules for Network Disclosure. Should the ONA rules be modified
9 so that Network Disclosure is no longer required, this Agreement shall
10 be modified to include provision for disclosure of network interface
11 changes.

12 **I. Unbundled Local Tandem Switching – SGAT Section 9.10 – Issue SW-13**

13 AT&T asserts that Section 9.10 should be modified to refer only to “tandem
14 switches” and not to “local tandem switches” because this would “track the
15 FCC’s requirements” more closely as no FCC rule or order distinguishes
16 between local and other types of tandem switches.³⁶ AT&T suggests that
17 references to the term “local tandem switches” be changed to “tandem
18 switches” because it claims that the FCC does not use the term “local
19 tandem switches.”

20
21 AT&T’s assertion that no FCC order or rule on this issue distinguishes
22 between local and other kinds of tandem switches or uses the term “local
23 tandem switching” is incorrect. Appendix C to the UNE Remand Order
24 contains the most recent version of FCC Rule 51.319. The current version

³⁶ Comments of AT&T at page 38.

1 of Rule 51.319 refers specifically to “local tandem switching.” FCC rule
2 51.319(c) states:

3 (c) *Switching Capability.* An incumbent LEC shall provide
4 nondiscriminatory access, in accordance with §51.311 and section
5 251(c)(3) of the Act, to local circuit switching capability and **local**
6 **tandem switching** capability on an unbundled basis. . . . (emphasis
7 added)

8
9 Additionally, 51.319(c)(2) is even titled “*Local Tandem Switching Capability*”.

10 The FCC’s own rules dictate that it is local tandem switching capability that is
11 required to be unbundled. Accordingly, it is not appropriate to modify or
12 expand Section 9.10 to include unbundling of access tandems.

13
14 However, in an updated policy, Qwest agrees that in the event that a Qwest
15 wire center subtends only an access tandem, and does not subtend a local
16 tandem, Qwest will provide unbundled access to such access tandem. I
17 suggest adding the following section to the Washington SGAT:

18 9.10.1.2 In the event that a Qwest Wire Center subtends only an access
19 tandem, and does not subtend a local tandem, Qwest will provide
20 unbundled access to such access tandem.

21 **m. Unbundled Local Tandem Switching – “Connections” - SGAT Section**
22 **9.10.2.1 – Issue SW-14**

23 AT&T asserts that in Section 9.10.2.1 Qwest must provide more detail
24 regarding what specific “connections” for tandem-to-tandem connections
25 between Qwest and third party tandem providers are necessary, how they

1 will be provided, and by whom.³⁷

2
3 The connections referred to in Section 9.10.2.1 are to be provided by the
4 CLEC, and LIS-type trunking is required for tandem-to-tandem connections
5 between Qwest's tandem and a third party's tandem. I propose the following
6 change to the Washington SGAT to clarify this requirement:

7 9.10.2.1 If CLEC obtains its local tandem switching from a third party
8 tandem provider, tandem to tandem connections will be required
9 between Qwest and the third party tandem provider. The tandem-to-
10 tandem connections must be local interconnection trunk-type trunk
11 connections, and will be provided by CLEC. CLEC may provide the
12 trunks itself, purchase them from a third party, or may purchase them
13 from Qwest.

14 **n. Unbundled Local Tandem Switching – SGAT Section 9.10.2.2 – Issue SW-**
15 **15**

16 AT&T questions Qwest's addition to Section 9.10.2.2 of the sentence
17 "Qwest shall unbundle access to call recording equipment only to the extent
18 any such recording equipment is installed in a Qwest local tandem." AT&T
19 requests that Qwest clarify what it means by the word "installed." In addition,
20

³⁷ Comments of AT&T at page 39

1 AT&T requests that Qwest clarify why this proposal applies solely to a “local
2 tandem.”³⁸

3
4 In response to AT&T’s first point, I suggest modifying Section 9.10.2.2 to
5 clarify that call recording equipment in Qwest’s local tandems will be
6 unbundled. The change would be as follows:

7 9.10.2.2 The requirement to provide access to unbundled local tandem
8 switching includes: (i) trunk-connect facilities, including but not limited to
9 the connection between trunk termination at a cross-connect panel and
10 a switch trunk card; (ii) the base switching function of connecting trunks
11 to trunks; and (iii) the features, functions, and capabilities that are
12 centralized in local tandem switches and their adjuncts, if any, (as
13 distinguished from separate end office switches), including but not
14 limited to call recording, the routing of calls to operator services, and
15 signaling conversion features. Qwest shall unbundle access to call
16 recording equipment ~~only to the extent any such recording equipment is~~
17 ~~installed~~ in a Qwest local tandem.

18 Concerning AT&T’s second point, I refer AT&T to my comments above
19 concerning Qwest’s obligation to provide unbundled access to local tandems
20 versus access tandems.

21 22 VIII. CONCLUSION

23 Q. PLEASE SUMMARIZE YOUR TESTIMONY.

24 A. My rebuttal testimony provides additional evidence that Qwest has satisfied
25 the requirements of the Telecom Act, and the FCC’s orders and rules for
26 providing access to UNE-P Combinations and UNE-Switching.

27 Because Qwest has satisfied these requirements, the Commission should find that

³⁸ Comments of AT&T at page 39

1 Qwest has conditionally satisfied the checklist item 2 requirements for access to
2 unbundled network element – platform combinations, and checklist item 6, access
3 to unbundled network element - switching, pending the outcome of the Third Party
4 OSS Test.

5 **Q. DOES THAT CONCLUDE YOUR TESTIMONY?**

6 A. Yes, it does.