

**BEFORE THE PUBLIC UTILITIES COMMISSION
OF THE STATE OF COLORADO**

In the matter of)	
)	
The Investigation into Qwest)	
Communications, Inc.'s Compliance with)	Docket No. 97I-198T
§ 271(c) of the Telecommunications Act of)	
1996)	

VOLUME IV

**COMMISSION STAFF REPORT ON
QWEST'S COMPLIANCE WITH
CHECKLIST ITEMS:**

**No. 2 – Access to Unbundled Network Elements
(General, UNE-C, UNE-P, EEL)**

No. 5 – Access to Unbundled Local Transport

No. 6 – Access to Unbundled Local Switching

Final Report

September 14, 2001

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I. INTRODUCTION

1. This is the fourth in a series of reports prepared by the Staff of the Colorado Public Utilities Commission in Docket No. 97I-198T, which is the investigation into the compliance of Qwest Communications, Inc. (Qwest), (formerly known as U S WEST Communications, Inc. [U S WEST]¹), with the requirements of § 271 of the Telecommunications Act of 1996 (the Act).²
2. The Staff reports will be filed with the Colorado Public Utilities Commission for consideration and are part of the factual record in this proceeding. The Commission directed Staff to conduct a series of technical workshops designed to provide open and full participation in the investigation by all interested parties. The technical workshops formed the basis of the lengthy, rigorous, and open collaborative process in Colorado that has been favored in the past by the Federal Communications Commission (FCC) in its approval of prior § 271 applications in New York and Texas. *Bell Atlantic New York Order* at ¶¶ 8, 9 and *SBC Texas Order* at ¶ 11. The workshops served to identify and focus issues, develop consensus resolution of issues where possible, and clearly frame those issues that could not be resolved and reached impasse among participants. Impasse issues will be addressed through the dispute resolution process agreed to by the participants and ordered by the Commission for this investigation and will be considered by the Commission in order to resolve the impasse. The Commission's resolution of the issues will be memorialized in the subsequent Volume IV A report. Volume IV in the

¹ During the pendency of this proceeding, U S WEST and Qwest completed their merger. The names of Qwest and U S WEST are considered to be interchangeable in this report. For ease of reading, this report will primarily use Qwest in the text.

² Pub L. No. 104-104, 110 Stat. 56, *codified at* 47 U.S.C. 151, *et seq.*

series of reports addresses Workshop 4, which dealt with § 271 Checklist Item Nos. 2 (Access to Unbundled Network Elements – General, UNE-C, UNE-P, EEL), 5 (Access to Unbundled Local Transport), and 6 (Access to Unbundled Local Switching).

3. The Colorado PUC is participating in the regional test of Qwest's Operations Support Systems (OSS) by the Regional Oversight Committee (ROC).
4. A description of process the Colorado Commission adopted for its investigation into Qwest's compliance with § 271 of the Act can be found in the BACKGROUND section of Volume I in this series of Staff reports.
5. The final Staff assessment of Qwest's compliance with the requirements of Checklist Item Nos. 2, 5, and 6 will be made upon the completion of the ROC OSS Test when those test results are incorporated into this Colorado Proceeding. Staff will also consider in its compliance assessment any other evidence, including Colorado-specific commercial usage experience, that may be brought to the Commission's attention.

II. EXECUTIVE SUMMARY

6. Colorado Workshop 4 is the fourth in a series of workshops that are part of the Commission's investigation into Qwest's compliance with § 271 of the Act to obtain FCC authorization to provide in-region, interLATA services. Workshop 4 dealt primarily with the terms and conditions of Qwest's Statement of Generally Available Terms (SGAT) with regard to Checklist Item Nos. 2 (Access to Unbundled Network Elements - General, UNE-C, UNE-P, EEL), 5 (Access to Unbundled Local Transport), and 6 (Access to Unbundled Local Switching). Workshop 4 did not include discussion of OSS issues, even though the FCC has defined access to OSS as an unbundled network element, and OSS is therefore an aspect of Checklist Item No. 2. This Commission will rely upon the results of the ROC OSS Test to verify to the FCC that Qwest meets the OSS requirements of Checklist Item No. 2.
7. The technical discussions held in Workshop 4 were exhaustive and thorough. Additionally, extensive testimony and comments were filed by participants to add to the record in this investigatory proceeding. There should be no question that the terms and conditions of Qwest's SGAT were thoroughly and rigorously reviewed.
8. During the workshop, issues that could not be resolved in the collaborative process were considered to be at impasse and will be considered by the Commission in accordance with the dispute resolution process agreed to by the participants and ordered by the Commission in this docket. A subsequent Volume IV A in this series of Staff reports will discuss the impasse issues and reflect their resolution by the decisions of the Commission. Those decisions will specify what the Commission believes is required of

Qwest to achieve compliance with the requirements of the Act and the FCC with regard to the impasse issues.

9. For these checklist items, in addition to the SGAT, Qwest must also demonstrate two things. First, that the rates it proposes are just and reasonable, which will be decided in the Commission's companion cost docket (Docket No. 99A-577T). Second, that it currently provides, or is ready to provide, access to unbundled network elements, local transport, and local switching in quantities that competitors may reasonably demand and at an acceptable level of quality. For this assessment, the Commission will rely on the results of the ROC OSS Test and any other evidence, including Colorado-specific commercial usage experience, that may be brought to the Commission's attention.

A. CHECKLIST ITEM NO. 2 - ACCESS TO UNBUNDLED NETWORK ELEMENTS

10. Qwest asserts that it provides nondiscriminatory access to unbundled network elements in accordance with §§ 251(c)(3) and 252(d)(1). There are specific performance measurements in the ROC OSS test relating to this checklist item. Qwest's SGAT sets forth the rates, terms, and conditions that it proposes to satisfy the requirement that it has a concrete and specific legal obligation to provide access to unbundled network elements in accordance with the requirements of the Act and the FCC. With regard to Checklist Item No. 2, Workshop 4 dealt with the provision of UNEs generally, and specifically with UNE-C, UNE-P, and EEL. Other specific UNEs were addressed in other workshops and will be discussed in those other reports.
11. During Workshop 4, there were 11 issues related to Checklist Item No. 2 that were disputed among participants and reached impasse. These issues are characterized in the

Principal Workshop Discussions and Resolution section and Appendix B of this report. These impasse issues will be resolved by the Commission and that resolution will specify what the Commission believes is necessary for Qwest to achieve compliance for these issues.

12. Subject to resolution of the impasse issues by the Commission, and a demonstration that the Commission's decisions have been implemented, Staff believes that the terms and conditions of Qwest's SGAT otherwise meet the requirements of the Act and the FCC. The SGAT demonstrates that Qwest has a concrete and specific legal obligation to appropriately furnish interconnection and collocation. Except for the impasse issues, the terms and conditions of Qwest's SGAT regarding access to unbundled network elements are not otherwise disputed by participants.
13. The Commission will address the issue of rates in the cost docket.
14. The Commission will evaluate Qwest's current performance regarding access to unbundled network elements based upon the results of the ROC OSS Test and other evidence that may be brought to its attention.

B. CHECKLIST ITEM NO. 5 – ACCESS TO UNBUNDLED LOCAL TRANSPORT

15. Qwest asserts that it provides nondiscriminatory access to unbundled local transport in accordance with § 271(c)(2)(B)(v) of the ACT.
16. There are specific performance measurements in the ROC OSS test relating to this checklist item. Qwest's SGAT sets forth the rates, terms, and conditions that it proposes to satisfy the requirement that it has a concrete and specific legal obligation to provide

access to unbundled local transport in accordance with the requirements of the Act and the FCC. During Workshop 4, there were four issues related to Checklist Item No. 5 that were disputed among participants and that reached impasse. These issues are characterized in the Principal Workshop Discussions and Resolution section and Appendix B of this report. These impasse issues will be resolved by the Commission and that resolution will specify what the Commission believes is necessary for Qwest to achieve compliance for these issues.

17. Subject to resolution of the impasse issues by the Commission, and a demonstration that the Commission's decisions have been implemented, Staff believes that the terms and conditions of Qwest's SGAT otherwise meet the requirements of the Act and the FCC. The SGAT demonstrates that Qwest has a concrete and specific legal obligation to appropriately provide access to unbundled local transport. Except for the impasse issues, the terms and conditions of Qwest's SGAT regarding unbundled local transport are not otherwise disputed by participants.
18. The Commission will address the issue of rates in the cost docket.
19. The Commission will evaluate Qwest's current performance regarding access to unbundled local transport based upon the results of the ROC OSS Test and other evidence that may be brought to its attention.

C. CHECKLIST ITEM NO. 6 – ACCESS TO UNBUNDLED LOCAL SWITCHING

20. Qwest asserts that it provides nondiscriminatory access to unbundled local switching in accordance with § 271(c)(2)(B)(vi) of the Act. There are specific performance

measurements in the ROC OSS test relating to this checklist item. Qwest's SGAT sets forth the rates, terms, and conditions that it proposes to satisfy the requirement that it has a concrete and specific legal obligation to provide access to unbundled local switching in accordance with the requirements of the Act and the FCC. During Workshop 4, there were five issues related to Checklist Item No. 6 that were disputed among participants and that reached impasse. These issues are characterized in the Principal Workshop Discussions and Resolution section and Appendix B of this report. These impasse issues will be resolved by the Commission and that resolution will specify what the Commission believes is necessary for Qwest to achieve compliance for these issues.

21. Subject to resolution of the impasse issues by the Commission, and a demonstration that the Commission's decisions have been implemented, Staff believes that the terms and conditions of Qwest's SGAT otherwise meet the requirements of the Act and the FCC. The SGAT demonstrates that Qwest has a concrete and specific legal obligation to appropriately provide access to unbundled local switching. Except for the impasse issues, the terms and conditions of Qwest's SGAT regarding unbundled local switching are not otherwise disputed by participants.
22. The Commission will address the issue of rates in the cost docket.
23. The Commission will evaluate Qwest's current performance regarding access to unbundled local switching based upon the results of the ROC OSS Test and other evidence that may be brought to its attention.

III. FINDINGS

24. This section of the report is arranged in checklist item sequence, each of which is addressed individually in this report. The general format for the checklist item discussion includes a description of FCC requirements, followed by a discussion of Qwest's position, based on its pre-filed testimony. Competitors' positions, also based on pre-filed testimony, are then presented, followed by Qwest's response, which recites Qwest rebuttal testimony. The discussion then includes the principal discussion elements of Workshop 4, in which these checklist items were debated. The discussion concludes with Staff's statement of compliance assessment.
25. Appendix A contains a synopsis of the issues discussed in Workshop 4. Appendix B contains a brief description of the impasse issues of the workshoppage Appendix C provides a list of Workshop 4 participants. Appendix D contains a list of Order and Decision References. Appendix E provides a list of Workshop 4 Exhibits. Appendix F contains a list of acronyms.

A. CHECKLIST ITEM NO. 2 – ACCESS TO UNBUNDLED NETWORK ELEMENTS

1. FCC Requirements

26. Section 271(c)(2)(B)(ii) of the Act requires Bell Operating Companies (BOCs) to establish that they provide or offer to provide “nondiscriminatory access to network elements in accordance with §§ 251(c)(3) and 252(d)(1).” Section 251(c)(3) requires that Qwest provide access to unbundled network elements, “at any technically feasible point,” and in a manner that “allows requesting carriers to combine such elements.” Section 252(d)(1) establishes pricing standards for UNEs, which shall be nondiscriminatory and “based on cost” plus a “reasonable profit.”
27. Section 251(d)(1) of the Act requires the FCC to establish regulations to determine which network elements must be provided on an unbundled basis. Section 251(d)(2) of the Act requires the FCC, when determining what network elements should be made available, to consider, at a minimum, whether “access to such network elements as are proprietary in nature is *necessary*,” and whether “the failure to provide access to such network elements would *impair* the ability of the telecommunications carrier seeking access to provide the services that it seeks to offer.”
28. In its *Third Interconnection Order* in CC Docket No. 96-98, the FCC applied the “necessary and impair” analysis and released its revised list of UNEs under § 251(c)(3). The new list, set forth in Rule 51.319, includes loops, sub-loops, NIDs, local circuit switching, dedicated and shared transport, dark fiber, signaling, call-related databases, and OSS.

29. The Act requires Qwest to provide unbundled network elements in a manner that enables a CLEC to combine them to provide telecommunications services. The Act states that “[a]n incumbent local exchange carrier [ILEC] shall provide unbundled network elements in a manner that allows requesting carriers to combine such elements in order to provide such telecommunications service.” 47 U.S.C. § 251(c)(3).
30. In its *First Interconnection Order*, the FCC promulgated rules on combinations of network elements. 47 C.F.R. § 51.315. Rule 315 stated in its entirety:
- (a) An incumbent LEC shall provide unbundled network elements in a manner that allows requesting telecommunications carriers to combine such network elements in order to provide a telecommunications service.
 - (b) Except upon request, an incumbent LEC shall not separate requested network elements that the incumbent LEC currently combines.
 - (c) Upon request, an incumbent LEC shall perform the functions necessary to combine unbundled network elements in any manner, even if those elements are not ordinarily combined in the incumbent LEC’s network, provided that such combination is:
 - (1) Technically feasible; and
 - (2) Would not impair the ability of other carriers to obtain access to unbundled network elements or to interconnect with the incumbent LEC’s network.
 - (d) Upon request, an incumbent LEC shall perform the functions necessary to combine unbundled network elements with elements possessed by the requesting telecommunications carrier in any technically feasible manner.
 - (e) An incumbent LEC that denies a request to combine elements pursuant to paragraph (c)(1) or paragraph (d) of this section must prove to the state commission that the requested combination is not technically feasible.
 - (f) An incumbent LEC that denies a request to combine elements pursuant to paragraph (c)(2) of this section must prove to the state commission that the requested combination would impair the ability of other carriers to obtain access to unbundled network elements or to interconnect with the incumbent LEC’s network.

31. Although the Eighth Circuit Court of Appeals vacated the entirety of Rule 315, the United States Supreme Court reinstated Rule 315(b), which requires ILECs to provide CLECs with pre-existing combinations of UNEs.³ The Eighth Circuit has since affirmed that all sections of Rule 315 but Section (b) remain vacated.⁴
32. In its *UNE Remand Order*, ¶ 477, the FCC declined to define the Enhanced Extended Link (EEL) as a separate network element. The EEL is “comprised of unbundled loops, multiplexing/concentrating equipment, and dedicated transport” “The EEL allows new entrants to serve customers without having to collocate in every central office in the incumbent’s territory.” *Id.*, at ¶ 15. “The EEL therefore allows requesting carriers to aggregate loops at fewer collocation locations and increase their efficiencies by transporting aggregated loops over efficient-high capacity facilities to their central switching locations.” *Id.*, at ¶ 288.
33. Although the FCC declined to define the EEL as a separate network element, the ILECs must provide the EEL, at least where the EEL is currently provisioned and combined in the ILEC network. The FCC “note[d] that incumbent LECs routinely provide the functional equivalent of the EEL through their special access tariffs.” *Id.*, at ¶ 481. The ILECs may not separate these existing combinations and must make these pre-existing combinations available at UNE prices. *Id.*, at ¶ 480.⁵
34. In its *Supplemental Order*, ¶¶ 3-5, the FCC held that ILECs could condition provisioning of EELs, whether the IXCs self-provide entrance facilities or obtain them from a third

³ *AT&T Corp v. Iowa Utils. Bd., et al.*, 119 S.Ct. 721, 737 (1999).

⁴ *Iowa Utils. Bd. v. FCC*, 219 F.3d 744, 758-759 (8th Cir. 2000).

⁵ *Id.*, ¶ 480, 47 C.F.R. § 51.315(b).

party, on the condition that the CLEC was providing “a significant amount of local exchange service, in addition to exchange access service, to a particular customer.”⁶

35. On June 2, 2000, the FCC issued its *Supplemental Order Clarification*.⁷ The FCC extended the restriction imposed in its *Supplemental Order* and defined what constitutes a “significant amount of local exchange service.” It allowed the requesting carrier to self-certify that it is providing a significant amount of local exchange service and gave the ILECs the right to conduct independent third-party audits to verify the carrier’s compliance. The FCC defined “significant amount of local exchange service” as follows:

We find that a requesting carrier is providing a “significant amount of local exchange service” to a particular customer if it meets one of three circumstances:

- (1) As we found in the *Supplemental Order*, the requesting carrier certifies that it is the exclusive provider of an end user’s local exchange service.
- (2) The requesting carrier certifies that it provides local exchange and exchange access service to the end user customer’s premises and handles at least one-third of the end user customer’s local traffic measured as a percent of total end user customer local dial tone lines; and for DS1 circuits and above,⁸ at least 50 percent of the activated channels on the loop portion of the loop-transport combination have at least 5 percent local voice traffic individually, and the entire loop facility has at least 10 percent local voice traffic. When a loop-transport combination includes multiplexing (e.g., DS1 multiplexed to DS3 level),⁹ each of the individual DS1 circuits must meet this criteria.
- (3) The requesting carrier certifies that at least 50 percent of the activated channels on a circuit are used to provide originating and terminating local dial tone service and at least 50 percent of the traffic on each of these local dial tone channels is local voice traffic,

⁶ *Implementation of the Local Competition Provisions of the Telecommunications Act of 1996*, CC Docket No. 96-98, Supplemental Order, FCC 99-370 (rel. Nov. 24, 1999) (“*Supplemental Order*”), ¶¶ 3-5.

⁷ *Implementation of the Local Provisions of the Telecommunications Act of 1996*, CC Docket No. 96-98, Supplemental Order Clarification, FCC 00-183 (rel. June 2, 2000) (“*Supplemental Order Clarification*”).

⁸ A DS1 circuit contains 24 voice-grade channels.

⁹ A DS3 circuit contains 24 DS1s. A DS1 circuit that is multiplexed to the DS3 level passes through electronic equipment that allows the signals carried on the DS1 to be consolidated on to the DS3.

and that the entire loop facility has at least 33 percent local voice traffic. When a loop-transport combination includes multiplexing (*e.g.*, DS1 multiplexed to DS3 level), each of the individual DS1 circuits must meet this criteria. *Id.*, at ¶ 22.

2. Qwest's Position

36. On October 27, 2000, Qwest's witness, Karen A. Stewart, filed an affidavit concerning Qwest's compliance with Checklist Item No. 2. *Exhibit 4-Qwest-1*. The UNE-P part of this testimony was subsequently adopted by Qwest witness Lori A. Simpson in her rebuttal affidavit filed February 5, 2001. *Exhibit 4-Qwest-4*.
37. Ms. Stewart testified that Qwest has agreed to provide to CLECs access to UNEs pursuant to the FCC-defined standards. Qwest defines the terms and conditions, rate elements, ordering process and maintenance information for each of the revised list of FCC UNEs in § 9 of its Colorado SGAT. The SGAT states:
- 9.1.2 Qwest shall provide non-discriminatory access to unbundled network elements on rates, terms and conditions that are non-discriminatory, just and reasonable. The quality of an unbundled network element Qwest provides, as well as the access provided to that element, will be substantially the same between all CLECs requesting access to that element; second, where technically feasible, the access and unbundled network element provided by Qwest will be provided in "substantially the same time and manner" to that which Qwest provides to itself. In those situations where Qwest does not provide access to network elements to itself, Qwest will provide access in a manner that provides CLEC with a meaningful opportunity to compete. *Id.* at page 10.
38. Ms. Stewart testified that, in Arizona, AT&T expressed concerns that it did not know what the term "access to" a UNE entailed, despite the fact that the term "access to" UNEs is the term used in the Telecommunications Act of 1996. To address AT&T's concerns,

Qwest added the following language to § 9.1.2 of the SGAT, which incorporates the FCC's explanation of "access to" a UNE from ¶ 268 of its *First Interconnection Order*:

For the period of time Qwest provides access to CLEC to an unbundled network element, CLEC shall have exclusive use of the network element, except when the provisions herein indicate that a network element will be shared (such as shared transport). *Id.* at page 10.

39. Ms. Stewart testified that Qwest has agreed that CLECs will have access to UNEs at the collocation-established network demarcation point to perform all technically feasible testing to determine end-to-end transmission and circuit functionality. Upon a reasonable request by the CLEC, Qwest will confirm functionality or other operating parameters testing of the UNE consistent with the rates and charges for such testing as identified in Exhibit A of the SGAT under § 9.20 Miscellaneous Elements. *Id.* at page 11.
40. In § 9.1.9, Qwest reserves the right to make changes to its network. Ms. Stewart testified that, in another state, AT&T expressed concerns that such changes could cause material changes in the quality and nature of CLEC UNEs. To address AT&T's concerns, Qwest added the following language:

9.1.9 In order to maintain and modernize the network properly, Qwest may make necessary modifications and changes to the UNEs in its network on an as needed basis. Such changes may result in minor changes to transmission parameters. Network maintenance and modernization activities will result in UNE transmission parameters that are within transmission limits of the UNE ordered by CLEC. Qwest shall provide advance notice of changes that affect network interoperability pursuant to applicable FCC rules. Changes that affect network interoperability include changes to local dialing from 7 to 10 digit, area code splits, new area code implementation. FCC rules are contained in CFR Part 51 and 52. Qwest provides such disclosures on an Internet web site. *Id.* at page 12.

41. Ms. Stewart testified that, in Arizona, CLECs requested that intervals be set forth in the SGAT, rather than referring to the Interconnection and Resale Resource Guide (IRRG). CLECs also have requested that certain charges, such as miscellaneous charges, be set forth. Qwest has made the requested changes and has filed a proposed Exhibit C to address standard intervals. *Id.* at page 12.

42. Ms. Stewart testified that Qwest has agreed to combine unbundled network elements on behalf of CLECs throughout its region, despite the fact that the Eighth Circuit has vacated all sections of Rule 315 that required ILECs to combine UNEs. Qwest has voluntarily agreed to provide access to UNEs that it has combined on behalf of the CLEC, whether they be UNEs Qwest ordinarily combines, UNEs Qwest does not ordinarily combine (to the extent technically feasible), or combinations of Qwest UNEs with CLEC UNEs. To reflect these changes, Qwest has added the following sections to the SGAT:

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

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

9.23.1.5.1 Is technically feasible;

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

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

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

9.23.1.6.1 Is technically feasible;

9.23.1.6.2 Shall be performed in a manner that provides Qwest access to necessary facilities;

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

9.23.1.6.4 Would not impair Qwest's use of its network. *Id.* at pages 12-13.

43. Ms. Stewart testified that Qwest also has agreed to charge cost-based nonrecurring charges to recover its costs in combining elements. Qwest proposed in Arizona that it add language to the SGAT indicating that the nonrecurring charges would be cost-based. However, the CLECs participating in the Arizona workshops suggested that the language be changed to indicate that nonrecurring charges would be compliant with Existing Rules. Qwest has made the suggested change to § 9.23.4.1.2. *Id.* at pages 13-14.

44. Ms. Stewart testified that Qwest's SGAT provides CLECs with access to combinations of UNEs. The following language of the revised SGAT was proposed by WorldCom and incorporated by Qwest in SGAT at § 9.23.1.2:

Qwest will offer to CLEC UNE Combinations, on rates, terms and conditions that are just, reasonable and non-discriminatory in accordance with the terms and conditions of this Agreement and the requirements of Section 251 and Section 252 of the Act, the applicable FCC rules, and other applicable laws. The methods of access to UNE Combinations described in this section are not exclusive. Qwest will make available any other form of access requested by CLEC that is consistent with the Act and the regulations thereunder. CLEC shall be entitled to access to all combinations functionality as provided in FCC rules and other applicable laws. *Id.* at page 14.

45. Ms. Stewart testified that the standard combinations that Qwest provides include UNE-Platform (UNE-P) and combinations of dedicated transport and unbundled loop (EEL). Standard UNE Combinations are generally available in several categories: 1FR/1FB Plain

Old Telephone Service (POTS); ISDN – either Basic Rate or Primary Rate; Digital Switched Service (DSS); PBX Trunks, Centrex and EEL. *Id.* at page 15.

46. Ms. Stewart testified that the SGAT contains specific provisions for each standard combination. *Id.* at page 15.
47. Ms. Stewart testified that, at the request of CLECs, Qwest has added additional enhancements to the IRRG for the UNE-P standard products. By accessing the IRRG at http://www.uswest.com/wholesale/productsServices/irrg/une_p_c.html, CLECs can obtain a complete list of the features now available with each standard UNE-P combination. In addition, CLECs can research USOCs and FIDs they may find on a Qwest end-user customer Customer Service Record (CSR) to get the English translations, and related information about the USOC, to assist in the conversion of these services to UNE-P products. There is also a complete list of feature USOCs that are not available with UNE-P to allow CLECs to determine if a customer's service can be converted to UNE-P with the identical feature set. *Id.* at page 17.
48. Ms. Stewart testified that Qwest initially developed two products, one to handle conversion of combinations of loop and dedicated transport to EEL (then called UNE-C-PL) and one to handle Qwest's obligation to combine loop and dedicated transport in Zone 1 of the top 50 MSAs (then called EEL). Since Qwest has agreed to combine loop and dedicated transport in its entire 14-state region, and not just within Zone 1 of the top 50 MSAs, Qwest has combined UNE-C-PL and EEL into one EEL product. This change was requested by CLECs in the workshops in another state. *Id.* at page 18.

49. Ms. Stewart testified that Qwest offers both a Point-to-Point EEL and a Multiplexed EEL. The Point-to-Point EEL consists of an unbundled loop directly connected to unbundled dedicated interoffice transport. The Multiplexed EELs offer increased flexibility for a CLEC serving multiple customers in a single Qwest wire center. It consists of central office-based multiplexing equipment connected to dedicated interoffice transport. With the Multiplexed EEL, a CLEC would then order individual loops out to the end user premises that would be connected to central office-based multiplexing equipment. *Id.* at pages 18-19.

50. Ms. Stewart testified that EELs are available in a variety of bandwidths including: DS3; DS1; and DS0, in addition to other bandwidths that exist in the network. Ms. Stewart testified that the EEL language in the revised SGAT tracks the FCC's decision regarding the local use requirement almost verbatim. The SGAT follows the procedure developed by the FCC which allows CLECs to self-certify which of the three conditions an individual combination of loop and transport meets for conversions to UNEs pursuant to SGAT at § 9.23.3.6.2.3:

When CLEC certifies to Qwest through a certification letter, or other mutually agreed upon solution, that the combination of elements is carrying a "Significant Amount of Local Exchange" Traffic, then Qwest will provision the EEL or convert the Special Access circuit to a EEL-C.
Id. at pages 19-21.

51. Ms. Stewart testified that, once Qwest receives a certification, it will provision the EEL, unless Qwest has knowledge that the circuit does not qualify for conversion to EEL. Consistent with FCC guidelines, Qwest reserves the right to audit CLEC self-certifications. To address CLEC concerns in Arizona, Qwest has clarified that it will not

make an audit a precondition to provisioning EEL and that it may not use any other audit rights it may have pursuant to an interconnection agreement between CLEC and Qwest to audit for compliance with the local use requirements. Qwest also has clarified that, although CLEC has an obligation to maintain appropriate records to support its certification, it has no obligation to keep any records that it does not keep in the ordinary course of its business. *Id.* at page 21.

52. Ms. Stewart testified that, in another state, CLECs indicated that they had applied to the FCC for waivers of the local use requirement, and asked that the possibility of such waivers be added to the SGAT. To address these concerns, Qwest has added the following language to § 9.23.3.6.1 of the SGAT:

9.23.3.6.1 Unless CLEC is specifically granted a waiver from the FCC which provides otherwise, and the terms and conditions of the FCC waiver apply to CLEC's request for a particular EEL, *Id.* at page 21.

53. EEL installation intervals are set forth in Exhibit C of the SGAT. *Id.* at page 22.
54. Ms. Stewart testified that, as of July 1, 2000, Qwest has not provisioned any EELs in Colorado. However, Qwest has demonstrated that it has a concrete and specific legal obligation to furnish EELs and is ready to furnish EELs in quantities that competitors may reasonably demand and at an acceptable level of quality. *Id.* at page 22.
55. Ms. Stewart testified that, if a CLEC desires access to a UNE Combination different than the standard combinations identified in the SGAT, the CLEC should follow the appropriate procedure set forth in the SGAT. Qwest has developed a streamlined and standardized process, known as the Special Request Process, for CLECs to request access to additional combinations in the Qwest network as a combination of UNEs. The process

begins by the CLEC filling out a brief Special Request Applications Form. The form identifies the specific time frames Qwest will use in responding to the CLEC's request. For those UNEs that Qwest does not ordinarily combine in its network, the CLEC must use the BFR process to allow Qwest to determine if the requested combination is technically feasible. In addition, as demand materializes, Qwest will continue to expand its list of standard UNE combinations. The SGAT states in § 9.23.3.8 that :

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

56. Ms. Stewart testified that there are several options available to CLECs to combine two or more UNEs. For example, a CLEC could obtain caged-physical, cageless-physical, or virtual collocation and order various unbundled network elements from Qwest. For each element ordered, Qwest provides connections to the demarcation point through the use of Qwest cross-connect facilities called Interconnection Tie Pairs (ITP). The CLEC can combine the various elements into a telecommunications service by connecting the appropriate elements in their collocation space as specified in SGAT § 9.1.4. This should eliminate any security concerns that CLECs may have about combining elements on an intermediate frame.

According to Ms. Stewart, a second option that enables a CLEC to combine unbundled network elements is the Interconnection Distribution Frame (ICDF). *Id.* at pages 23-24.

57. Ms. Stewart testified that ICDF Collocation is available to those CLECs that do not wish to collocate any electronic equipment in a Qwest central office. Under this option, Qwest delivers the CLEC's various unbundled network elements to a single intermediate distribution frame located in the central office. The ICDF is a practical method of complying with the requirement to provide nondiscriminatory access to combinations of unbundled network elements. When the CLEC chooses to utilize this option, the ICDF becomes the CLEC's demarcation point. CLEC employees access the ICDF 24 hours per day, seven days per week, unescorted, to combine two or more elements as specified in SGAT § 8.1.1.15.

Ms. Stewart testified that use of an intermediate frame is not required in order to order UNEs or combine UNEs. It is merely an option available to CLECs that wish to use it. In many cases, Qwest uses the same intermediate frames to provision services using the same wiring scheme for its own retail customers. *Id.* at pages 24-25.

58. Ms. Stewart testified that, to simplify the CLECs' ordering process for UNE Combinations, Qwest adopted a process similar to resale. Other than combinations that are not standard products, UNE Combinations are ordered via a Local Service Request (LSR). Rather than process conversions from retail and/or wholesale as two orders (with a disconnect of the finished service and a new connect of a UNE Combination arrangement), Qwest has developed a UNE Combination service order process that will use a single LSR. Qwest believes a single LSR approach will provide a simple and effective order processing for the CLEC.

Standard service intervals for each UNE Combination are in Exhibit C of the revised SGAT. Ms. Stewart testified that, in earlier versions of the SGAT, Qwest referred to the standard intervals set forth in its IRRG. CLECs objected and suggested that the intervals be set forth in the SGAT. Qwest has complied with that request. CLEC and Qwest can separately agree to due dates other than the standard interval. Qwest will work proactively with CLECs to provide project management support for processing large volumes of conversions.

According to Ms. Stewart, when Qwest's end user or the end user's new service provider orders the discontinuance of the end user's existing service in anticipation of moving to another service provider, Qwest will render its closing bill to the end user effective with the disconnection. If Qwest is not the local service provider, Qwest will issue a bill to the CLEC for that portion of the service provided to the CLEC should CLEC's end user, a new service provider, or the CLEC requested service be discontinued to the end user. Qwest will notify the CLEC by fax, OSS interface, or other agreed upon processes when an end user moves to another service provider.

59. According to Ms. Stewart, Qwest's ordering interfaces, Interconnect Mediated Access (IMA) Graphical User Interface (IMA GUI) and Electronic Data Interchange (IMA EDI), have the capability for CLECs to order the conversion of pre-existing retail/wholesale POTS combinations to UNEs combinations using a single LSR form, UNE-P ISDN and Centrex to UNE-P POTS conversions, as well as additional orders types like UNE-P new. In addition, the interfaces have the capacity for CLECs to order DS1 and DS3 private line

conversions to EEL. The ROC OSS Test will review Qwest's ability to provide CLECs with combinations of UNEs. *Id.* at pages 25-26.

60. According to Ms. Stewart, in other workshops, AT&T expressed concern that Qwest should not disconnect UNEs that are currently combined unless the CLEC specifically requests that they be separated. Qwest has included the following language in the SGAT that assures CLECs that Qwest will not disconnect UNEs that are currently combined, unless the CLEC specifically requests that they be separated:

9.23.1.3 When ordered in combination, UNEs that are currently combined and ordered together will not be physically disconnected or separated in any fashion except for technical reasons or if requested by the CLEC. Network elements to be provisioned together shall be identified and ordered by CLEC as such. *Id.* at pages 26-27.

61. According to Ms. Stewart, CLECs in Arizona suggested that language be added providing that pre-existing UNE combinations be provisioned without disruption. In response, Qwest has added to § 9.23.1.3 the following language from § 2.2.30.3 of Attachment 8 of Eschelon's Colorado contract:

When CLEC orders in combination UNEs that are currently interconnected and functional, such UNEs shall remain interconnected and functional without any disconnection or disruption of functionality. *Id.* at page 27.

62. Ms. Stewart testified that Qwest will maintain facilities and equipment that comprise the service provided to CLEC as a UNE Combination. This is made clear in SGAT § 9.23.7. *Id.* at page 27.
63. Qwest has participated in the ROC workshops and Technical Advisory Group (TAG) to identify performance measurements for access to UNE combinations. Ms. Stewart

testified that, when the Performance Indicator Descriptions (PIDs) are final, they will be reflected in a revised SGAT. *Id.* at page 28.

64. Ms. Stewart testified that, when a CLEC desires a unique unbundled network element that is not included in its interconnection agreement or the SGAT, the CLEC can submit a bona fide request (BFR) to Qwest in accordance with SGAT § 17. For example, the SGAT in § 17.0 outlines the typical process for requesting new network elements:

Any request for Interconnection or access to an unbundled network element or ancillary service that is not already available as described herein shall be treated as a Bona Fide Request (BFR). Qwest shall use the BFR Process to determine the terms and timetable for providing the requested Interconnection, access to UNEs or ancillary services, if available, and the technical feasibility of new/different points of Interconnection. Qwest will administer the BFR Process in a non-discriminatory manner.

Ms. Stewart testified that, if a CLEC's interconnection agreement does not contain a UNE available within the SGAT, Qwest will amend the agreement, on an expedited basis, to include the UNE without the need for the BFR process. For example, the additions of cageless collocation and DSL-capable loops have been added to agreements within two weeks. If a CLEC objects to the terms and conditions contained in the SGAT for an unbundled network element, it has the option to negotiate unique terms and conditions. *Id.* at pages 28-30.

65. In conclusion, Ms. Stewart testified that Qwest satisfies Checklist Item No. 2 because it makes available all of the UNEs listed in Rule 319 and fulfills requests for additional unbundled network elements through the BFR process. Qwest not only provides CLECs with existing combinations of UNEs, Qwest has voluntarily agreed to combine UNEs on behalf of CLECs. Qwest also allows CLECs to combine UNEs. As a result, Qwest's

provision of these UNEs is nondiscriminatory and allows, in turn, CLECs to combine them in the provision of telecommunications services. *Id.* at page 30.

3. Competitors' Positions

66. AT&T, ASCENT, and WorldCom filed comments concerning Checklist Item No. 2 on January 16, 2001. These were the only comments filed prior to the February 20, 2001, start of Workshop 4.
67. In its initial comments (*Exhibit 4-ATT-13*), AT&T acknowledged that during the workshops Qwest ended many of its challenges to commission and FCC decisions and that its policies have been modified. *Exhibit 4-ATT-13* at page 25.
68. AT&T recommended that SGAT § 9.1.1, which was a change in law provision regarding UNEs, be deleted because it is redundant. Further, AT&T suggested that Qwest revise § 2.2 to reflect what AT&T believes is Qwest's more recent positions regarding its legal requirements. In addition, AT&T anticipated a need to examine the requirements of § 2.2 in a future workshoppage *Id.* at page 26.
69. AT&T asserted that § 9.1.2 of the SGAT, which it called an attempt by Qwest to track the statutory requirements imposed on Qwest to provide access to UNEs, imperfectly captured the requirements of the Act. Further, according to AT&T, Qwest imperfectly captures the appropriate standards to be followed in providing access to UNEs. *Id.*
70. AT&T proposed that § 9.1.2 be modified as follows:

Qwest shall provide non-discriminatory access to network elements on an unbundled basis at any technically feasible point on

rates, terms and conditions that are just, reasonable and nondiscriminatory. Qwest shall provide the same quality of UNEs and access to UNEs as it provides all requesting carriers, itself, its end users, its affiliates and any other third person, and, where technically feasible, the access and unbundled network element provided by Qwest must be provided in substantially the same time and manner to that which the incumbent provides itself, its end users, its affiliates and any other third person. Notwithstanding the foregoing, Qwest shall provide access and UNEs at the service performance levels set forth in Section 20. Notwithstanding specific language in other sections of this SGAT, all provisions of this SGAT regarding unbundled network elements are subject to this requirement. In addition, U S WEST shall comply with all state wholesale and retail service quality requirements. *Id.* at pages 26 and 27.

71. AT&T also proposed that the following language be added as a new § 9.1.2.1:

In the event Qwest fails to meet the requirements of Section 9.1.2, Qwest shall release, indemnify, defend and hold harmless CLEC and each of its officers, directors, employees and agents (each an “Indemnatee”) from and against and in respect of any loss, debt, liability, damage, obligation, claim, demand, judgment or settlement of any nature or kind, known or unknown, liquidated or unliquidated including, but not limited to, costs and attorneys’ fees.

Qwest shall indemnify and hold harmless Indemnitees from and against any and all claims, losses, damages or other liability that arises from Qwest’s failure to comply with state retail or wholesale service quality standards in the provision of unbundled network elements. *Id.* at page 27.

72. AT&T stated that § 9.1.3 in which Qwest set forth certain use restrictions on CLECs’ access to UNEs, is unclear regarding whether Qwest allows for the permitted uses identified by the FCC. AT&T suggested that Qwest formulate a more tailored provision consistent with the *UNE Remand Order*. *Id.*

73. AT&T asserted that Qwest should not be permitted to charge CLECs any kind of recurring charge for an ITPAGE. In addition, in workshops held in another jurisdiction, AT&T proposed that Qwest should add an additional kind of demarcation point as

subsection 9.1.4(d) (and make a conforming change by renumbering existing subsection (d)):

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

AT&T observed that Qwest made substantially the same change in its Colorado SGAT, with a minor modification, which AT&T said it would discuss at the workshops. *Id.* at page 28.

74. AT&T commented that SGAT § 9.1.6 required CLECs to be solely responsible for end-to-end transmission and circuit functionality for all UNEs (but not, apparently, for UNE combinations). AT&T stated that this language must not give rise to an implication that Qwest will never be responsible for, at a minimum, assisting in or accommodating certain testing of UNEs in order to confirm their functionality, or for providing testing of the UNE when necessary for the maintenance and repair of the element. Further, Qwest must assure CLECs that the access to UNEs afforded to CLECs in the SGAT includes all of the access necessary for determining end-to-end transmission and circuit functionality. According to AT&T, the language proposed by Qwest limited such testing to a collocation-established network demarcation point. AT&T observed that Qwest had modified this provision to state that Qwest is responsible for testing individual elements at the request of the CLEC when Qwest's maintenance and repair activities require it; however, AT&T complained that Qwest had limited such testing by additional, ambiguous language which stated that testing will be consistent with testing appropriate to the individual UNE. *Id.*

75. In § 9.1.7, the SGAT makes reference to Exhibit C, which contains intervals for installation of UNEs. AT&T asserted that such intervals must be reasonable and provide access to UNEs as required by the Act and the FCC and any performance assurance plan adopted by the Commission. *Id.* at page 29.
76. In § 9.1.9, Qwest reserves the right to make changes to its network. AT&T stated that, although AT&T did not object in principal to this reservation, and Qwest appears to warrant that such changes will result in nothing more than “minor changes to transmission parameters,” AT&T had concerns that Qwest’s modification may create material changes in the quality and character of Qwest’s UNEs and the access to UNEs. AT&T recognized that Qwest attempted to ameliorate this concern by stating that it will comply with FCC rules requiring advance notice in changes that affect network interoperability.
77. AT&T expressed concern that such modifications may not be of a nature to affect “network interoperability” but could change the nature of a UNE or require or make available a different method or point of access. AT&T requested that Qwest provide examples of the kinds of modifications that would affect “network interoperability” that would require advance notice pursuant to FCC rules. After review of Qwest’s interpretation of the requirements of this section, AT&T stated that it may have recommendations for additional changes. *Id.*
78. Section 9.1.10 imposes a channel regeneration charge on CLECs where the distance between Qwest’s network and the CLEC’s collocation space or ICDF frame “is of sufficient length to require regeneration.” AT&T asserted that such charges are

unreasonable and discriminatory. AT&T asserted that, whether necessitated as part of a CLEC's access to a UNE or whether incorporated as part of the UNE itself (as in the case of dedicated transport), Qwest should supply fully functional UNEs or reasonable access. *Id.* at pages 29 and 30.

79. Section 9.1.12 describes certain "Miscellaneous Charges" to be assessed by Qwest in the provision of UNEs and access to UNEs. AT&T asserted that the SGAT should specifically identify the circumstances under which these charges will apply. AT&T stated that any parallel proceedings accompanying these workshops must consider whether these additional and miscellaneous charges are necessary, just, reasonable and nondiscriminatory. *Id.* at page 30.
80. Section 9.19 of the SGAT identifies Qwest's policy on construction charges that would apply in certain UNE contexts. According to AT&T, the terms of this paragraph and its inclusion in the UNEs section create ambiguity as to its application. For example, according to AT&T, this paragraph could be construed to assess construction charges for interconnection trunks because Qwest has designated interconnection trunks or Local Interconnection Service (LIS), as a finished service. Furthermore, AT&T commented that this section appeared to be inconsistent in some respects with § 19.0 of the SGAT, which is a similar provision. AT&T suggested that the language regarding construction charges be eliminated from this section. AT&T further suggested that Qwest describe with precision the ancillary and finished services that apply under § 19.0. AT&T requested that Qwest revise § 19.0 to accommodate these concerns. *Id.* at pages 30 and 31.

81. AT&T asserted that Qwest's definitions of UNE combinations were deficient. First, Qwest's definition of UNE-P in § 4.61 fails to include all the network elements that must ordinarily be provided as part of UNE-PAGE. According to AT&T, such list should be amended to include references to the NID, Tandem Switching, Dedicated Transport, Signaling and SCPs/Databases and a reference that it includes any other network elements necessary to provide basic local exchange service.

In addition, AT&T noted that Qwest's definition of UNE-P at § 4.61, which appeared in Qwest's Colorado SGAT Second Revision dated April 7, 2000, includes the word "pre-existing" in front of the word combination in the first line of this definition. Qwest's definition of UNE-Combination also includes the word "pre-existing" before the word "combined." The definition of UNE-Combination also included only two types of combinations -- UNE-P and Private Line Combinations. AT&T asserted that the definitions should be rewritten to eliminate any ambiguity that UNE-P and UNE-Combinations are limited to pre-existing or combined UNEs or any specific types of combinations. *Id.* at page 52.

82. Qwest's substantive provisions relating to UNE combinations begin with § 9.23.1. Section 9.23.1 purports to set forth the general terms applicable to all UNEs. According to AT&T, Qwest purports to provide to the CLECs "access" to UNE combinations in §§ 9.23.1.1 and 9.23.1.2, but does not purport to provide the UNE combinations themselves. AT&T asserted that Qwest must provide CLECs with the combinations themselves, as well as access to the combinations. AT&T suggested that Qwest amend § 9.23.1.1 as follows:

Qwest shall provide CLEC with non-discriminatory combinations and/or access to combinations of unbundled network elements including but not limited to the UNE-Platform (UNE-P), according to the following terms and conditions. *Id.* at pages 52 and 53.

83. Qwest sets forth certain restrictions on UNE combinations in § 9.23.1.2. AT&T stated that it had previously proposed that the Qwest language be replaced with language that tracks more closely with the FCC orders on point. AT&T acknowledged that, in another jurisdiction, Qwest agreed to modify this paragraph by adding the following:

9.23.1.2 Qwest will offer to CLEC UNE Combinations, on rates, terms and conditions that are just, reasonable and non-discriminatory in accordance with the terms and conditions of this Agreement and the requirements of Section 251 and Section 252 of the Act, the applicable FCC rules, and other applicable laws. The methods of access to UNE Combinations described in this section are not exclusive. Qwest will make available any other form of access requested by CLEC that is consistent with the Act and the regulations thereunder. CLEC shall be entitled to access to all combinations functionality as provided in FCC rules and other applicable laws.

AT&T observed that Qwest has incorporated AT&T's proposal in the most recent version of this paragraph. *Id.* at pages 53 and 54.

84. According to AT&T, Qwest continued to impose limitations on combinations in § 9.23.1.2.1 by putting in language that will limit the CLECs' ability to obtain UNEs if FCC or state law changes. This language was similar to the language in § 9.1.1 of the SGAT. AT&T asserted that the section was redundant, unnecessary, and unclear -- that Qwest's language should be deleted. AT&T asserted that, in place of the language deleted in § 9.23.1.2.1, the SGAT should include language that assures the CLECs' ability to get UNE combinations:

9.23.1.2.1 In no event shall Qwest require CLEC to purchase any UNE Combinations in conjunction with any other service or element. Qwest shall

place no use restrictions or other limiting conditions on UNE Combinations purchased by CLEC under the terms of this Agreement.

According to AT&T, this language is consistent with 47 C.F.R. § 51.309, which prohibits the ILEC from imposing any “limitations, restrictions or requirements on requests for, or the use of, unbundled network elements” AT&T stated that it is also consistent with 47 C.F.R. § 51.315(d). *Id.* at page 54.

85. Section 9.23.1.2.2 restricts the use of combinations by disallowing the connection of combinations to Qwest “finished services” without using collocation. According to AT&T, this restriction is open-ended and negates the FCC requirement for access at any technically feasible point. AT&T suggested that language was needed to give CLECs access to UNE combinations at any technically feasible point. AT&T suggested that the paragraph be modified as follows:

9.23.1.2.2 At such time that CLEC provides Qwest with an order for particular UNE Combination, CLEC, at its option, may designate any technically feasible network interface, including without limitation, DS0, DS1, DS3, STS1, and OCn (where n equals 1 to 192) interfaces, and any other interface described in the applicable Telecordia standard and any other industry standard technical references. Any such requested network interface shall be provided by Qwest, unless Qwest provides CLEC, within five (5) days, with a written notice that it believes such a request is technically infeasible, including a detailed statement supporting such claim. Any such denial shall be resolved in accordance with the Dispute resolution process set forth in Section 5.18 of this Agreement. Unless otherwise specified, any references to DS1 in this Section 9.23 shall mean, at CLEC’s option, either DS1 AMI or xDSL facility. *Id.* at pages 54 and 55.

86. AT&T noted that there is no language to expand UNEs if there are changes in law. AT&T asserted that the SGAT needs language to affirmatively give the CLEC all the features of the UNE. AT&T recommended that a new § 9.23.1.2.3 be added as follows:

9.23.1.2.3 In addition to the UNE Combinations provided by Qwest to CLEC hereunder, Qwest shall permit CLEC to combine any Network Element or

network elements provided by Qwest with another Network Element, other network elements or other services (including Access Services) obtained from Qwest or with compatible network components provided by CLEC or provided by third parties to CLEC to provide Telecommunications Services to CLEC, its affiliates and to CLEC end users. *Id.* at page 55.

87. AT&T acknowledged that Qwest included in the SGAT as § 9.23.1.3 a provision detailing how network elements that are presently combined will not be separated if ordered together. According to AT&T, Qwest's proposal imperfectly captured a proposal made by AT&T in another jurisdiction. AT&T proposed that the following language—which was substantially similar to the language posed in another jurisdiction--be included in lieu of the section proposed by Qwest:

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

88. According to AT&T, in addition to the provisions included by Qwest in the general terms of § 9.23, Qwest must add additional terms to assure its compliance with the checklist item. First, according to AT&T, CLECs need affirmative language that will allow the addition of new UNEs as they become available and the ability to incorporate those

UNEs into combinations. AT&T suggested that the following paragraph be added to the SGAT as a new § 9.23.1.4:

9.23.1.4 CLEC and Qwest agree that the network elements identified in Section 9 are not exclusive and that pursuant to changes in FCC rules, State laws, or the Bona Fide Request process, CLEC may identify and request that the Qwest furnish additional or revised network elements to the extent required under Section 251(c)(3) of the Act and other applicable laws. Additionally, if Qwest provides any Network Element or Combination or interconnection arrangement that is not identified in this Agreement to a requesting Telecommunications Carrier including a Qwest affiliate, to its own subscribers or to any other entity, Qwest will make available the same Network Element, UNE Combination or interconnection arrangement to CLEC without CLEC being required to use the Bona Fide Request process. Failure to list a Network Element herein shall not constitute a waiver by CLEC to obtain a Network Element subsequently defined by the FCC or by the state commission. All network elements and UNE Combinations provided pursuant to this Agreement shall be provided by Qwest for the Term of this Agreement independent of any state or Federal action eliminating a regulatory obligation to provide a Network Element or UNE Combination. *Id.* at page 56.

89. Next, AT&T asserted that Qwest must add language to the SGAT to assure that CLECs have the ability to acquire combinations and to combine combinations with other unbundled elements or Qwest services. AT&T proposed that the following language be included as § 9.23.1.5:

9.23.1.5 Notwithstanding the foregoing, without additional components furnished by the CLEC to itself or through third parties, the CLEC shall be permitted to combine network elements made available by Qwest with other contiguous Qwest network elements or Qwest Access Services provided, however, that to the extent that the CLEC requests that Qwest either combine contiguous network elements or combine non-contiguous unbundled network elements in a manner different than that contemplated in Table 1 of this Section 9.23, or in accordance with efficient engineering principles, or in any previous Bona Fide Request from CLEC or any other telecommunications carrier, such request shall be handled through the Bona Fide Request process. *Id.* at pages 56 and 57.

90. AT&T asserted that Qwest must add language to assure CLECs that Qwest will provide proper demarcation points between UNEs, if desired by the CLEC. AT&T proposed that the following paragraph be added as § 9.23.1.6:

9.23.1.6 For each Network Element ordered individually, Qwest shall provide a demarcation point (*e.g.*, an interconnection point at a Digital Signal Cross Connect or Light Guide Cross Connect panels or a Main or Intermediate Distribution Frame) when requested by the CLEC and, if necessary, access to such demarcation point, which CLEC agrees is suitable. However, where Qwest provides a UNE Combination of contiguous Qwest network elements or a continuous combination of Access Services and network elements to CLEC, Qwest will provide the existing interconnections and no demarcation shall exist between such contiguous Qwest network elements. *Id.* at page 57.

91. AT&T asserted that language must be added to the SGAT to assure that Qwest will not add “glue” charges to the combinations that it is providing to the CLEC. AT&T proposed the following language to be added as a new § 9.23.1.7:

9.23.1.7. Qwest shall not charge CLEC an interconnection fee or demand other consideration for directly interconnecting any Network Element or UNE Combination to any other Network Element or UNE Combination provided by Qwest to CLEC if Qwest directly interconnects the same network elements or UNE Combinations in providing any service to its own end users or a Qwest affiliate, including the use of intermediate devices, such as a digital signal cross connect panel, to perform such interconnection. *Id.*

92. Next, AT&T asserted that Qwest must provide language that allows CLECs to order ancillary equipment with UNEs and UNE combinations. AT&T suggested that the following paragraph be added to the SGAT:

9.23.1.8 Orders for UNE Combinations may also specify ancillary equipment (*e.g.*, multiplexers, bridges, etc.) which, although integral to the functionality of the Network Element, may need to be specified for purposes of unbundled pricing and/or engineering of the UNE Combination. Specification of such information is not an acknowledgment on the part of the CLEC that the items specified represent separate network elements nor is it a waiver of the CLEC’s right to request and have the equipment provided in the future for the then existing UNE Combination. *Id.* at pages 57 and 58.

93. Section 9.23.2 contains the specific list of the combinations that Qwest is offering as standard products. AT&T asserted that CLECs should not be limited to Qwest's "products." AT&T proposed the following change to § 9.23.2:

9.23.2 UNE Combinations are available in, but not limited to, the following standard products: a) UNE-P in the following form: (i) 1FR/1FB Plain Old Telephone Service (POTS), (ii) ISDN – either Basic Rate or Primary Rate, (iii) Digital Switched Service (DSS) and (iv) PBX Trunks, and (v) Centrex; b) EEL ~~(subject to the limitations set forth below)~~. Qwest shall not restrict the CLEC's ability to order combinations of unbundled elements and ancillary equipment unless the network elements are not ordinarily combined in Qwest's network and the combination is not technically feasible. If the CLEC desires access to a different UNE Combination, CLEC may request access through the Special Request Process set forth in this Agreement. *Id.* at page 58.

94. Section 9.23.3.1 sets forth Qwest's obligation to provide nondiscriminatory access to UNE combinations. AT&T asserted that this section must be amended to require that Qwest maintain for CLECs no more service disruptions for UNE combinations than are experienced by Qwest customers using the same type of facilities. In addition, AT&T asserted that Qwest must provide substantially the same quality of service as Qwest provides to itself or its end users. AT&T suggested that § 9.23.3.1 be modified as follows:

9.23.3.1 Qwest shall provide non-discriminatory access to UNE Combinations on rates, terms and conditions that are non-discriminatory, just and reasonable. The quality of a UNE Combination Qwest provides, as well as the access provided to that UNE Combination, will be equal between all CLECs requesting access to that UNE Combination; and, where technically feasible, the access and UNE Combination provided by Qwest will be provided in "substantially the same time and manner" to that which Qwest provides to itself, its affiliates, or end users. In those situations where Qwest does not provide access to UNE Combinations to itself, its affiliates, or end users, Qwest will provide access in a manner that provides CLEC with a meaningful opportunity to compete. Notwithstanding the foregoing, Qwest shall provide access and UNEs at the service performance levels set forth in Section 20. Notwithstanding specific language in other sections of this SGAT, all provisions of this SGAT regarding unbundled network elements are subject to this requirement. In

addition, U S WEST shall comply with all state wholesale and retail service quality requirements.

9.23.3.1.1 In the event Qwest fails to meet the requirements of § 9.23.3.1, Qwest shall release, indemnify, defend, and hold harmless CLEC and each of its officers, directors, employees and agents (each an “Indemnatee”) from and against and in respect of any loss, debt, liability, damage, obligation, claim, demand, judgment, or settlement of any nature or kind, known or unknown, liquidated or unliquidated including, but not limited to, costs and attorneys’ fees.

Qwest shall indemnify and hold harmless Indemnitees from and against any and all claims, losses, damages or other liability that arises from Qwest’s failure to comply with state retail or wholesale service quality standards in the provision of unbundled network elements. *Id.* at page 59.

95. In the SGAT, Qwest identifies one category of UNE combinations as “UNE-P-POTS.” According to AT&T, this section was not clear, and it was concerned that the language suggested that Qwest “may withhold features from UNE-P-POTS.” Qwest indicates that CLECs can order all compatible “Vertical Features.” AT&T expressed further concern that, because the term did not include a definite article (“the”) or a clearer modifier (“all of the”) there was some suggestion that “Vertical Features” may not include all features that Qwest customers are able to obtain on a POTS line or that must be made available under 47 C.F.R. § 51.319(c)(1)(A)(iii). AT&T asserted that the SGAT must be amended to provide that the CLECs can order any, all, or any combinations of the features, functions, and capabilities of the switch. *Id.* at pages 59 and 60.
96. Section 9.23.3.3 describes another variety of the UNE-P combinations, UNE-P-PBX. According to AT&T, Qwest must list the features that can be ordered with UNE-P-PBX and those that cannot be ordered. The CLEC should be able to order any, all, or any

combinations of features, functions, and capabilities that Qwest can provide to its customers or that is available on the Qwest switch, or by any other means. *Id.* at page 60.

97. Section 9.23.3.4 describes another variety of UNE-P: UNE-P-DSS. AT&T asked for assurance that CLECs are able to order any, all, or any combination of features, functions, and capabilities that Qwest can provide to its customers or that is available on the Qwest switch, or by any other means. *Id.* at pages 60 and 61.
98. Another category of UNE-P identified in the SGAT is UNE-P-ISDN, set forth in § 9.23.3.5. AT&T asked for assurance that CLECs are able to order any, all, or any combination of features, functions or capabilities for its customers that Qwest can provide to its customers or that is available on the Qwest switch, or by any other means. *Id.* at page 61.
99. Section 9.23.3.6 describes a mechanism for migrating from Centrex services to UNE-PAGE. AT&T asserted that there was some ambiguity as to what features are included in “Centrex Features.” AT&T asserted that Qwest must provide all administrative controls specific to Centrex and features that are provided by the switch or signaling network. *Id.*
100. AT&T asserts that Qwest’s language imperfectly captures the FCC’s orders on the restriction on a requesting carrier’s use of local exchange and exchange access services established by the FCC through its *Third Report and Order*, *Supplemental Order*, and *Supplemental Order Clarification*.

Initially, AT&T asserted that Qwest must recognize that the constraint imposed by the FCC in its *Supplemental Order Clarification*, ¶ 4, is a temporary one designed to avoid a

possible reduction in contributions to universal service prior to full implementation of access charge and universal service reform. Furthermore, the FCC recognized that there may be “circumstances under which a requesting carrier is providing a significant amount of local exchange service but does not qualify under any of the three options. In such a case, the requesting carrier may always petition the Commission for a waiver of the safe harbor requirements under [the FCC’s] existing rules.” *Id.*, at ¶ 23. AT&T asserted that the SGAT should include a provision that permits CLECs to convert special access to UNE combinations if the CLEC meets the terms of a waiver granted by the FCC. *Id.* at page 62.

101. AT&T asserted that, in § 9.23.3.7, Qwest limits the transport for EEL to DS0, DS1, or DS3 or “existing bandwidths.” AT&T recognizes that Qwest permitted CLECs to order higher capacities, but only through the Special Request Process. AT&T asked that Qwest affirmatively state that it will provide higher capacities. *Id.* at page 63.
102. Section 9.23.3.7.2 identifies the three alternative conditions UNE-EEL must meet for a CLEC to demonstrate that the combination is carrying a significant amount of local exchange tariffs, as set forth by the FCC in the *Supplemental Order Clarification*, *Id.* at ¶ 22. AT&T acknowledged that, generally, Qwest’s language in this section tracks the wording of the FCC. However, AT&T asserted that there were a couple of exceptions. AT&T requested that Qwest conform these provisions to the exact wording of the FCC’s order. *Id.*

103. AT&T expressed concern that, in § 9.23.3.7.2.2, Qwest seemed to suggest that a UNE combination without multiplexing would not require collocation. AT&T suggested that Qwest confirm the intent of the SGAT language and remove any ambiguity. *Id.*
104. AT&T proposed that the first sentence of § 9.23.3.7.2.4 be revised to read “Upon CLEC’s certification to Qwest in the form of a letter that the combination of elements is carrying a significant amount of local exchange traffic, Qwest will convert a special access circuit to a UNE Combination.” *Id.* at page 64.
105. In § 9.23.3.7.2.6, Qwest incorporates a provision that permits Qwest to perform audits of the CLECs’ records to ensure compliance. AT&T had a couple of concerns with this provision. Subsection (e) purports to allow Qwest to exercise its audit rights more frequently than once per year if an earlier audit discloses noncompliance. AT&T asserted that the phrase “unless an audit finds noncompliance” must be deleted. In addition, AT&T asserted that subsection (g) needed to be clarified to provide that, although these audits are not to be counted against the parties other audit rights, Qwest’s other audit rights may not be exercised for investigation into these UNE combinations. Finally, AT&T asserted that Qwest must specify that audits should not be used as a pre-requisite to provisioning combinations. *Id.*
106. Finally, AT&T asserted that Qwest must add an additional provision that provides that once a CLEC has provided self-certification that it is providing a significant amount of local exchange service, the process for conversion should be “simple and accomplished without delay, as specified in the *Supplemental Order Clarification*, *Id.* at ¶ 30.” *Id.*

107. AT&T asserted that Qwest is limiting UNE combinations to the set of “products” vaguely described in the SGAT. AT&T suggested that combinations such as switch port and shared transport will be needed for CLECs that choose to provide their own loops but do not choose to provide their own switch, and that dark fiber can be combined with ancillary equipment and multiplexing to form dedicated transport. AT&T suggested that permissive language, such as that proposed for § 9.23.2, must be added to the SGAT to allow CLECs access to combinations ordinarily combined and to access technically feasible combinations that are not ordinarily combined in the network. *Id.* at pages 65 and 66.
108. AT&T asserted that Qwest must provide draft language to accommodate the following forms of UNE combinations:
- a. UNE-P-POTS with xDSL,
 - b. UNE-P-ISDN with the addition of high speed, xDSL data,
 - c. Switch port and shared transport,
 - d. Dark fiber and multiplexing along with ancillary equipment to provide interconnection trunking, extension of loop facilities or dedicated transport, and
 - e. Combinations of different speeds of transport with multiplexing between them. *Id.* at pages 66 and 67.
109. Section 9.23.3.12 contains language on customer termination liability (TLAs). The provision originally required that all termination liabilities under any services arrangement be paid in full before an end user can be converted to a UNE combination

customer of the CLEC. AT&T asserted that a customer's transfer of service should not be conditioned on collection of TLAs. *Id.* at page 68.

110. Section 9.23.3.13 contains language describing the billing for customers that are converted from resale to UNE-PAGE. In short, the provision required continued billing at the resale rate until conversion is completed. AT&T asserted that Qwest billing to the CLECs should be converted from the resale rate to the UNE-P rate on the day cutover is requested or the standard interval, whichever is longer. *Id.*
111. AT&T suggested that § 9.23.3.14 be removed from the combination section and put in the forecast section of the SGAT. AT&T recognized that discussion of this issue has been deferred in Colorado to a general discussion of forecasting requirements. *Id.*
112. AT&T claimed that in § 9.23.4.1.2, Qwest proposed that the nonrecurring charge for each element in a combination be assessed to the CLEC, regardless of whether Qwest actually does any work. AT&T asked that the paragraph be modified to clarify that nonrecurring costs be limited to reasonable charges for actual work done by Qwest in combining elements. AT&T recognized that, if Qwest expends resources to combine elements for the CLEC, then Qwest should be compensated for that work through nonrecurring charges. *Id.* at page 69.
113. AT&T questioned why some EELs were originally ordered via LSR and the others via Access Service Request (ASR).

Section 9.23.5.1.1 through .6 itemizes a list for ordering UNEs. AT&T had concerns that a CLEC is required to “[o]rder a customized amendment” from Qwest before UNE combinations may occur. *Id.* at page 70.

114. Section 9.23.5.6 establishes a process for termination of service and billing for terminated service. This section provided that: “Qwest will not provide CLEC with the name of the other service provider selected by the end user.” AT&T objected that there is no comparable provision requiring Qwest to not provide this type of information to Qwest marketing personnel. *Id.* at page 71.
115. On January 16, 2001, AT&T also filed the affidavit of Michael Hydock (*Exhibit 4-ATT-12*). Mr. Hydock testified that AT&T has been attempting to work with Qwest to perform a viable UNE-P test program in Minneapolis, Minnesota. According to Mr. Hydock, during the process of preparing for such a test, AT&T has observed the level of readiness of Qwest to perform such pre-market entry trials. Mr. Hydock stated that Qwest has no established process to enable CLECs to quickly and efficiently perform reasonable market-level test offerings. Rather, Qwest has demonstrated only at best *ad hoc* processes that have resulted in delays and, at worst, incomplete processes and business rules in providing testing arrangements. *Exhibit 4-ATT-12* at page 3.
116. Mr. Hydock testified that, in September of 2000, AT&T approached Qwest with a contract to allow AT&T to perform a UNE-P test in Minneapolis, Minnesota. Since that time, AT&T has, to date, been unable to come to agreement with Qwest on a plan for the provisioning test. *Id.* at pages 3, 7-10.

117. Mr. Hydock stated that AT&T has been performing such tests in New York, Massachusetts, Georgia, Pennsylvania, and Virginia and is negotiating in several other states, as well. In these tests, AT&T has the ILEC provision a statistically determined number of lines to an AT&T facility. These lines are provisioned initially as UNE-P lines and as ILEC retail lines. The testing process performs a variety of changes to these lines, migrating the lines from ILEC-retail to UNE-P, shifting lines back to the ILEC, changing features and functions of the lines, testing various Operator Service/Directory Assistance arrangements, and evaluating the various billing feeds required under UNE-PAGE. The tests provide AT&T with real world knowledge and experience with the ILEC ordering and provisioning systems. As there are no national standards dealing with CLEC-ILEC interfaces, AT&T needs to establish and test its own interfaces for each ILEC or sub-ILEC entity that has a unique set of business rules for the OSS functions. *Id.* at pages 3 and 4.
118. Mr. Hydock testified that Qwest's change management process is fatally flawed in that it is unable at the present time to provide CLECs with a test environment for evaluating Qwest EDI releases. According to AT&T, the FCC has made clear in the *Bell Atlantic New York Order* that the ILECs must provide a testing environment so that CLECs can operationally perform tests of the ILEC's OSS platform on "dummy" lines and customers. Qwest did not have a testing environment for its EDI interface, Version 6.0. AT&T viewed the lack of a test environment as a serious drawback to its ability to perform an efficient market test of UNE-PAGE. *Id.* at pages 4 and 5.
119. Finally, Mr. Hydock testified that Qwest prematurely retires releases of its OSS, forcing CLECs to build to every release. When AT&T initially began to study the viability of a

trial in Qwest's region, EDI Version 6.0 was being prepared for release in November 2000. Qwest was scheduling another release, Version 7.0, for the March 2001 time frame. AT&T decided to code its systems to release 6.0 and began that programming. Subsequently, it was made apparent to AT&T that release 6.0 was going to be retired in the summer of 2001, which was going to impact the ability of AT&T to run the test during the planned period. According to AT&T, this practice is unacceptable to CLECs because it forces every CLEC to build to every single EDI release. *Id.* at page 6.

120. WorldCom filed the testimony of Michael Beach (*Exhibit 4-WCom-10*), which contained the company's comments regarding Checklist Item No. 2. The first issue raised by Mr. Beach is to explain that WorldCom's experience in negotiating an amendment for UNE combinations has been an arduous one. Mr. Beach alleged that Qwest has avoided prompt compliance with the clear requirements in existing WorldCom contracts to provide combined elements for either loop-transport combinations (defined by the FCC as Enhanced Extended Links) or full service port and loop combinations (frequently referred to as Unbundled Network Elements Platform or "UNE-P"). It is WorldCom's position that a contract amendment is not necessary for Qwest to process WorldCom's orders for combinations of network elements. *Exhibit 4-WCom-10* at pages 3 and 5.
121. According to Mr. Beach, in April 2000, WorldCom attempted to place an order for combinations of elements in Colorado, Minnesota, and Washington but was then told by the Qwest account team that WorldCom must amend its current interconnection agreements in order for Qwest to process WorldCom's orders. On April 25, 2000, WorldCom placed an order for UNE-P service via Qwest's IMA system for the state of Colorado. Qwest rejected WorldCom's orders, referring the orders to the Qwest account

team. WorldCom was again informed that it would have to amend its current interconnection agreement *plus* WorldCom must create new Billing Account Numbers (BANs) for this service. According to Mr. Beach, WorldCom did create the BANs as instructed, but WorldCom's orders were again rejected. Further attempts to place UNE-P orders in Washington and Minnesota were also rejected. *Id.* at pages 3 and 4.

122. Mr. Beach acknowledged that, while WorldCom viewed Qwest's prior activity in this area as extremely uncooperative, within the past 90 days Qwest's rhetoric has changed. Mr. Beach attributed this to the influence of the Qwest merger and an increased interest on the part of the new Qwest to achieve 271 approval at the state levels and FCC. Mr. Beach stated that this change in tone is welcome, but must be followed by actual changes in performance and delivery in order to be accepted as proof of actual change. *Id.* at page 4.
123. In light of the change in tone, WorldCom has agreed to initiate discussions to attempt to develop a mutually agreed-upon amendment to add terms and conditions for combined network elements to the existing WorldCom interconnect agreements. The companies have agreed to set aside certain issues on which it is clear the companies disagree and attempt to develop an amendment that addresses at least those terms and conditions where agreement can be reached. Mr. Beach indicated that, so far, progress in this effort appears promising. According to Mr. Beach, if successful, once this amendment is finalized, WorldCom again intends to submit test orders for UNE-P and other combinations in order to test and evaluate the ordering, installation, maintenance, and billing performance by Qwest in delivering this type of service. *Id.* at pages 4 and 5.

124. According to Mr. Beach, in addition to an unnecessary contract amendment, Qwest requires WorldCom, as well as other CLECs, to complete a lengthy product questionnaire before Qwest will process its UNE combinations orders. Although WorldCom does not object to providing billing and other relevant information necessary for Qwest to process WorldCom orders, the Qwest product questionnaire is unnecessarily lengthy, the current version is some 43 pages long, and much of the information requested is duplicative or appears to be marketing sensitive. *Id.* at page 5.
125. As part of the ordering process, Qwest requires CLECs to obtain a billing account number. After CLECs obtain the appropriate billing account number, the associated billing rates will then be loaded into Qwest's billing systems. Qwest has informed WorldCom that it can expect to wait *three to four weeks* for Qwest to load the appropriate rates into the Qwest billing system before it may place an order. Mr. Beach stated that this is an unreasonably long period of time and only serves to stall competition by delaying CLEC orders. *Id.* at pages 5 and 6.
126. Mr. Beach also testified that Qwest has repeatedly refused to convert the local customer connections ordered by WorldCom to EEL – a simple loop and transport combination. Mr. Beach testified that, as a result, Qwest has improperly charged WorldCom interstate special access charges of approximately \$16,000,000 of which nearly half is for Colorado connections, and remains a disputed issue between the companies. *Id.* at page 6.
127. Mr. Beach stated that WorldCom had participated in Arizona workshops on Checklist Item Nos. 2, 5, and 6 with Qwest and other industry participants. As a result of those workshops, Qwest agreed to change a number of the terms in its Arizona SGAT and on

October 31, 2000, filed changes to its Arizona SGAT incorporating the changes with which Qwest agreed. Updates to § 9 of the Colorado SGAT filed by Qwest on October 27, 2000, appear to be very similar to the corresponding Arizona document. Mr. Beach limited his comments to those issues that were still open issues between WorldCom and Qwest following the progress made in the Arizona workshops. *Id.* at page 7.

128. Mr. Beach expressed concern regarding § 9.19. In this section, Qwest agrees to construct network capacity, facilities, or space for access to or use of unbundled loops, ancillary and finished services, upon Qwest determination of the acceptability of an individual financial assessment, which Qwest performs. According to WorldCom, Qwest should not be able to make this unilateral decision without the ability of the CLEC to challenge the decision should Qwest decide that the financial assessment does not make the project acceptable to Qwest. WorldCom recommended that specific provisions be added to allow the CLEC to challenge Qwest if the decision is made not to construct, along with appropriate dispute resolution procedures. *Id.* at page 14.
129. In addition, Mr. Beach stated that construction should not be limited to unbundled loops. He stated that construction may be required in some cases to satisfy CLEC requirements for unbundled transport or switching, or other services contained in the SGAT. Mr. Beach stated that Qwest should be required to treat construction for capacity required for CLEC requirements on parity with construction for capacity Qwest would undertake for its own network or own end user customer requirements. *Id.*
130. Mr. Beach also questioned why, in § 9.19, Qwest references terms for construction for ancillary and finished services. *Id.*

131. Mr. Beach testified that Qwest has resolved WorldCom's initial concern by making it clear that the list of UNE combinations for which Qwest has designated product names is not the exclusive list of combinations available under the SGAT. Qwest has agreed to provide any combination required by existing rules. Mr. Beach stated that it is clear from the discussions that the list of available UNE products may expand as other carriers request different types of combinations and Qwest creates products for those combinations Qwest anticipates will generate sufficient demand. *Id.* at page 15.
132. Mr. Beach expressed the concern that the addition of new products would require constant amendment of the SGAT and each CLEC contract. WorldCom suggested that Qwest insert a statement in this section of the SGAT that provides CLECs may obtain any additional UNE Combinations that are offered by Qwest in the future, as a standard product, without the need for contract amendment for each and every new product. *Id.*
133. Mr. Beach expressed concern that, in reviewing the SGAT, he could find no provisions that allow line sharing and line splitting with UNE-P products. He suggested that the issue be debated in the context of the line-sharing and line-splitting discussions that will take place in other workshops. *Id.* at pages 15 and 16.
134. At § 9.23.3.7.2.7, Qwest indicates it will not provision an EEL combination or convert Private Line/Special Access to an EEL if Qwest records indicate that service "will be connected directly to a tariffed service." Mr. Beach testified that, while the FCC provides that an EEL must meet the local use restrictions contained in the applicable FCC Order (and included in this SGAT), there is no limitation on connecting that qualifying

EEL to any tariffed service, directly or indirectly. According to WorldCom, this section of the SGAT should be removed. *Id.* at page 16.

135. Mr. Beach expressed concern that Qwest proposes that new EEL connections (what Qwest calls EEL-P) should be ordered using the ASR process, yet conversions of existing special access to an EEL (what Qwest calls EEL-C) should be ordered using the LSR process. These are two different ordering procedures, using different forms and subject to different industry standards. According to Mr. Beach, this creates an unnecessarily confusing and burdensome process for the CLEC. WorldCom recommended that Qwest be required to adopt a single process for the ordering of EEL combinations. *Id.* at pages 16 and 17.
136. Regarding branding for UNE-P, Mr. Beach stated that Qwest and WorldCom are in agreement that, where technically feasible, Qwest will brand with “CLEC’s name, its choice of name, or no name.” However, Mr. Beach noted that the SGAT language did not make that clear. WorldCom recommended that the SGAT language be changed to include the specific reference to “CLEC’s name, its choice of name, or no name.” *Id.* at page 17.
137. Qwest provided, in § 9.23.3.12 of the SGAT, that non-parties to the SGAT (end user customers or reseller customers of Qwest) who have separate contract or tariff obligations to Qwest providing for termination liability, must pay those termination liabilities in full before any combination of elements presently used by the non-party will be available for conversion into a UNE combination requested by the CLEC. Mr. Beach stated that the contract or tariff between Qwest and its end user customer or reseller customer is a matter

to be enforced under that contract or tariff. Qwest should not be allowed to attempt to enforce those contracts or tariffs with third parties through provisions of this SGAT. Mr. Beach testified that this provision should be stricken from the SGAT. *Id.* at pages 17 and 18.

138. Regarding § 9.23.3.13, Mr. Beach stated that Qwest has met some, but not all, of WorldCom's concerns. Qwest did agree that it would not begin billing for some elements of a Combination until all requested elements of that Combination were provided, except in the case where it is not technically feasible to provision a UNE until a later date. WorldCom would find that exception acceptable if, in addition, it were conditioned on the CLEC agreeing to accept just those elements that could be provisioned at that time. Otherwise, Qwest should be willing to delay provisioning and billing of the elements until it is technically feasible to provision all elements of the Combination. *Id.* at page 19.
139. Regarding § 9.23.3.17, Mr. Beach testified that this paragraph properly provides that the CLEC is responsible for interaction with its end user customer. Also, in the event the CLEC end user customer contacts Qwest regarding the CLEC service, Qwest will instruct the end user to contact the CLEC. However, WorldCom objected to the statement that "nothing in this Agreement shall be deemed to prohibit Qwest from discussing its products and services with CLEC's end user customers who call Qwest." *Id.* at page 20.
140. According to Mr. Beach, WorldCom recognizes that it would be fully appropriate for Qwest to discuss its products and services with a WorldCom end user customer who called Qwest to inquire about such products and services. However, Mr. Beach stated

that it would be equally inappropriate for Qwest to take the opportunity to try to convince a WorldCom customer to convert to Qwest service when Qwest personnel were interacting with the WorldCom customer on behalf of WorldCom or when the WorldCom customer called Qwest (likely in error) regarding WorldCom service. WorldCom recommended that the phrase “and requests information regarding Qwest products and services” be added to the end of the last sentence in SGAT § 9.23.3.17. *Id.* at pages 20 and 21.

141. Regarding § 9.23.5.5, Qwest proposes that the CLEC must provide Qwest with complete end user customer listing information for Directory Listings and 911 Emergency Services for all end-user customers served by UNE combinations. Mr. Beach testified that, while this is appropriate for new service, it would be unnecessary and possibly dangerous in the situation where an end user customer wishes to change service providers but make no change in their listing service. WorldCom recommended that this paragraph of the SGAT be modified by adding the following sentence. “However, for migration of customers ‘as is,’ Qwest will make no change in existing Directory Assistance, Directory Listings, and 911 Emergency Services unless requested to do so by the CLEC.” *Id.* at page 21.
142. WorldCom expressed concern with the level of prices proposed by Qwest in Colorado for both the non-recurring and monthly recurring charges associated with UNE-P combinations. According to Mr. Beach, successful competition and choices for end user customers will not materialize without reductions in those price levels. WorldCom will continue to advocate lower Qwest prices in the appropriate regulatory proceedings and in its individual negotiations with Qwest. *Id.* at page 22.

143. On January 16, 2001, ASCENT filed comments (*Exhibit 4-ASCENT-14*). ASCENT claimed that Qwest is relying solely on its SGAT language to demonstrate checklist compliance. Any review of Qwest's compliance with § 271 of the Act must be predicated on actual performances, not mere promises contained in the SGAT. *Id.* at pages 1-7.

4. Qwest's Response

144. On February 5, 2001, Qwest witness Karen A. Stewart filed a rebuttal affidavit on all issues regarding Checklist Item No. 2, other than UNE-P issues. *Exhibit 4-Qwest-2*. On February 5, 2001, Qwest witness Lori A. Simpson filed a rebuttal affidavit on UNE-P issues. *Exhibit 4-Qwest-4*.
145. Ms. Stewart first addressed Mr. Hydock's claims regarding the UNE-P test in Minnesota. Ms. Stewart pointed out that this issue is being considered elsewhere in the § 271 process. Qwest's Change Management Process (CICMP) is being audited by KPMG as a part of the ROC OSS test. In addition, Eschelon brought this issue to the CICMP forum (see CR #4868276, Exhibit KAS-2) and Qwest has agreed to build a test bed for CLECs. *Exhibit 4-Qwest-2* at page 3.
146. Ms. Stewart then addressed ASCENT's claims that Qwest is relying solely on its SGAT language to demonstrate checklist compliance. According to Ms. Stewart, Qwest is not relying just on its SGAT, Qwest is also relying upon substantial evidence regarding its ability to provision UNEs. Qwest is undergoing extensive OSS testing under the aegis of the ROC. In that testing, KPMG will fully and completely evaluate Qwest's UNE provisioning processes. Qwest has implemented a complete set of performance indicator

definitions, which are being completely audited in the ROC OSS test. Ms. Stewart testified that Qwest has consistently sought to submit performance measurement results in the Colorado workshops. Pursuant to the procedures established for these workshops, Qwest will submit performance measurement results once the relevant PIDs have been released in the ROC audit.

According to Ms. Stewart, to the extent that ASCENT is implying that Qwest must be provisioning a certain volume of orders for any particular product or UNE, ASCENT is wrong. In its *Ameritech Michigan* and *Kansas/Oklahoma* orders, the FCC has consistently held that it will not deny a § 271 application based upon the fact that CLECs are not ordering any particular UNEs:

We have never required, however, an applicant to demonstrate that it processes and provisions a substantial commercial volume of orders, or has achieved a specific market share in its service area, as a prerequisite for satisfying the competitive checklist.

If CLECs are not ordering certain UNEs, the FCC will consider other evidence to establish that the BOC is “presently ready to furnish each checklist item in the quantities that competitors may reasonably demand and at an acceptable level of quality.” The FCC looks to the very evidence that Qwest is presenting in this proceeding:

Absent sufficient and reliable data on commercial usage in that state, the commission will consider the results of carrier-to-carrier testing, independent third-party testing, and internal testing. *Id.* at pages 3-4.

147. Ms. Stewart then addressed AT&T’s request that § 9.1.1 be deleted, on the grounds that it is redundant in light of the change of law section of the SGAT, § 2.2. Ms. Stewart

testified that Qwest concurred that § 2.2 is adequate and has deleted the change of law provisions from § 9, and replaced them with the following:

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

According to Ms. Stewart, Qwest made this change so that challenges of all parties to existing rules will be treated in the same way. Thus, there is no need to list all of the challenges to existing rules that have been made by CLECs and Qwest. *Id.* at pages 4-5.

148. Ms. Stewart then addressed AT&T’s assertion that the definitions should be rewritten to eliminate any ambiguity that UNE-P and UNE-Combinations are not limited to pre-existing or combined UNEs or any specific types of combinations. To address AT&T’s concerns, Qwest removed the word “pre-existing” from § 4.6.2. *Id.* at page 5.

149. Ms. Stewart addressed the recommendation of AT&T that the SGAT mirror the FCC standards for access to UNEs. AT&T states that § 9.1.2 imperfectly captures the appropriate FCC standards to be followed in providing access to UNEs. Ms. Stewart testified that Qwest agreed to more closely quote the FCC standards noted by AT&T in paragraphs 490-491 of the *UNE Remand Order*. However, Ms. Stewart testified that the actual SGAT language proposed by AT&T also imperfectly captures the FCC language.

The actual FCC language states:

490. We reaffirm the conclusion the Commission adopted in the *Local Competition First Report and Order* that national rules defining “nondiscriminatory access” to unbundled network elements will reduce the costs of entry and speed the development of competition in local telecommunications markets. We find that the phrase “nondiscriminatory access” in section 251(c)(3) means at least two things: first, the quality of

an unbundled network element that an incumbent LEC provides, as well as the access provided to that element, must be equal between all carriers requesting access to that element; second, where technically feasible, the access and unbundled network element provided by an incumbent LEC must be provided in “substantially the same time and manner” to that which the incumbent provides to itself.

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

Ms. Stewart proposed that the following revised SGAT language would mirror the FCC access to UNE requirements:

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

Ms. Stewart testified that Qwest objected to AT&T’s language in § 9.1.2 regarding state wholesale and retail service quality standards. Statewide wholesale and retail service quality standards are clearly beyond the scope of this workshopage Qwest has every intention of following state wholesale and retail service quality standards. However, the issue of the applicability of such standards, and especially the retail standards, is generally considered in the actual state service quality proceeding.

According to Ms. Stewart, Qwest also objected to AT&T's proposed indemnity language in § 9.1.2.1. Indemnity issues are covered in §§ 5.8 and 5.9 of the SGAT, and these general SGAT provisions will be reviewed in the future general terms and conditions workshop and not in this workshop. Additionally, Ms. Stewart stated that the development of a performance assurance plan will impact the appropriateness of these types of indemnity clauses. *Id.* at pages 6-8.

150. Ms. Stewart addressed AT&T's recommendation that § 9.1.3 be revised to confirm that it allows all permitted use of UNEs under FCC rules. Ms. Stewart testified that Qwest will allow all permitted uses of UNEs under current FCC rules. The "ancillary services" identified in § 9.1.3 generally refers to the list of ancillary services contained in Appendix A of the SGAT. *Id.* at page 8.

151. Ms. Stewart responded to AT&T's claim that Qwest should not charge CLECs any kind of recurring charge for the ITP and AT&T's recommendation that Qwest add an additional kind of demarcation point as subsection 9.1.4(d). According to Ms. Stewart, Qwest does not agree to AT&T's recommendation that the recurring charges for ITPs be eliminated. The issue of appropriate ITP cost recovery, and its resulting impact on recurring and non-recurring rates for ITPs, should be reviewed in the upcoming cost docket, and is beyond the scope of this workshop. Ms. Stewart stated that Qwest has agreed to add the additional kind of demarcation point identified by AT&T. Qwest has added the following language as § 9.1.4(d) and re-labeled the existing section (d) as (e):

(d)if CLEC elects to use a direct connection from their collocation space
to the distribution frame serving a particular element. *Id.* at pages 8-9.

152. Ms. Stewart responded to AT&T's belief that Qwest should insert in § 9.1.6.1 a representation that a CLEC's access will permit all required testing for determining end-to-end transmission and circuit functionality. Ms. Stewart testified that Qwest agrees that CLECs will have access to UNEs at the collocation-established network demarcation point to perform all technically feasible testing to determine end-to-end transmission and circuit functionality. Upon a reasonable request by the CLEC, Qwest will confirm functionality or other operating parameters testing of the UNE consistent with the rates and charges for such testing as identified in Exhibit A under § 9.20 Miscellaneous Elements. Further, Qwest agreed to modify this provision to make clear that Qwest will test individual elements at the reasonable request of the CLEC when Qwest's maintenance and repair activities require it. Such testing will be consistent with testing appropriate to the individual UNE being tested and subject to § 12.3.4 Trouble Isolation section of the SGAT. Qwest proposed the following SGAT language:

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

153. Ms. Stewart responded to AT&T's statement that Exhibit C to the SGAT should contain intervals for all UNEs and be consistent with FCC requirements and state performance

plans. Ms. Stewart pointed out that Qwest has amended Exhibit C of the SGAT to include the installation intervals for each UNE included in this workshop page *Id.* at page 10.

154. Ms. Stewart responded to AT&T's assertion that Qwest should provide in § 9.1.9 examples of the kinds of modifications that would affect "network interoperability" that would require advance notice pursuant to FCC rules. According to Ms. Stewart, minor changes to transmission parameters of UNEs will present themselves in activities associated with changes to the UNE transmission medium or software. These changes will not, however, alter the technical parameters (*i.e.*, interface requirements) tied to individual services provisioned over the UNE. Minor network modernization activities may include migration of copper feeder pairs to a digital loop carrier system, migration of T1 facilities from a D4 carrier bank to a DACS, migration of T1 AMI circuits to HDSL, or replacement of TR-057 ISDN digital loop carrier line cards with TR-393 line cards. While transmission parameters may change in these scenarios, the services provisioned to the CLEC by the affected UNEs will be delivered within transmission parameters appropriate to that service. Qwest proposed the following SGAT language for § 9.1.9 to address the concerns of AT&T:

In order to maintain and modernize the network properly, Qwest may make necessary modifications and changes to the UNEs in its network on an as needed basis. Such changes may result in minor changes to transmission parameters. Network maintenance and modernization activities will result in UNE transmission parameters that are within transmission limits of the UNE ordered by CLEC. Qwest shall provide advance notice of changes that affect network interoperability pursuant to applicable FCC rules. Changes that affect network interoperability include changes to local dialing from 7 to 10 digit, area code splits, new area code implementation. FCC rules are contained in CFR Parts 51 and 52. Qwest provides such disclosures on an internet web site. *Id.* at pages 10-11.

155. Ms. Stewart responded to the assertion of AT&T that Qwest should supply, free of charge, regeneration for UNEs to CLEC's point of access and recommendation that § 9.1.10 be deleted. Ms. Stewart testified that Qwest does not agree to this recommendation. According to Ms. Stewart, when Qwest (U S WEST) first developed its Expanded Interconnection Channel Terminations (EICT) functionally to provide a CLEC access to a UNE in its collocation space, it included the "jumper" functionality and regeneration as required. During arbitration proceedings, Qwest was required to remove the charges for regeneration, and to charge regeneration only when required and as requested by the CLEC. In the alternative, Qwest would agree to review how regeneration costs could be added to the EICTs and ITPs in the upcoming cost docket. *Id.* at pages 11-12.
156. Ms. Stewart responded to the statement of AT&T that the SGAT should specifically identify the circumstances under which "Miscellaneous Charges" will apply and that any rates be just and reasonable. Ms. Stewart stated that Qwest agrees to define and identify when "Miscellaneous Charges" will apply at the point in time when the other general terms and conditions sections of the SGAT are reviewed. *Id.* at page 12.
157. Ms. Stewart responded to the proposal of AT&T that the following paragraph should be added to the SGAT as a new § 9.23.1.3:

CLEC and Qwest agree that the network elements identified in Section 9 are not exclusive and that pursuant to changes in FCC rules, state laws, or the Bona Fide Request process, CLEC may identify and request that Qwest furnish additional or revised network elements to the extent required under Section 251(c)(3) of the Act and other applicable laws. Additionally, if Qwest provides any Network Element or Combination or interconnection arrangement that is not identified in this Agreement to a requesting Telecommunications Carrier including a Qwest affiliate, to its

own subscribers or to any other entity, Qwest will make available the same Network Element, UNE Combination, or interconnection arrangement to CLEC without CLEC being required to use the Bona Fide Request process. Failure to list a Network Element herein shall not constitute a waiver by CLEC to obtain a Network Element subsequently defined by the FCC or by the state commission. All network elements and UNE Combinations provided pursuant to this Agreement shall be provided by Qwest for the term of this Agreement independent of any state or federal action eliminating a regulatory obligation to provide a Network Element or UNE Combination.

Ms. Stewart testified that she believes that this paragraph is unnecessary in light of the other changes made by Qwest. For example, the SGAT already provides that additional elements can be ordered through a BFR process, and that combinations of UNEs that exist in Qwest's network need not use the BFR process. Furthermore, it is not appropriate to say that network elements Qwest uses to provide service to its own subscribers must be unbundled without further analysis. Qwest need only unbundle elements that meet the "necessary" and "impair" standard. In addition, the last sentence is not appropriate. If new UNEs are to be added by changes in law, then changes in law should provide for deletions of UNEs from the list that Qwest must unbundle. Despite the fact that the language is unnecessary, Qwest agreed to add the following language to § 9.1.1:

CLEC and Qwest agree that the UNEs identified in Section 9 are not exclusive and that pursuant to changes in FCC rules, state laws, or the Bona Fide Request process, Qwest may identify and request that Qwest furnish additional or revised UNEs to the extent required under Section 251(c)(3) of the Act and other applicable laws. Failure to list a UNE herein shall not constitute a waiver by CLEC to obtain a UNE subsequently defined by the FCC or the state commission. *Id.* at pages 12-13.

158. Ms. Stewart responded to the recommendation of WorldCom that specific provisions be added to allow the CLEC to challenge Qwest if the decision is made not to construct,

along with appropriate dispute resolutions procedures. Ms. Stewart responded that WorldCom's recommendation is not appropriate. Any disputes under the SGAT can be resolved through the dispute resolution provisions of the SGAT. *Id.* at page 13.

159. Ms. Stewart responded to the statement of Mr. Beach that WorldCom does not believe that construction should be limited to unbundled loops. According to Ms. Stewart, Qwest does not agree. Qwest's obligations to build UNEs for CLECs should be limited to situations where Qwest would be legally bound to build for retail end user customers, which is limited only to certain unbundled loops. The FCC in its *Local Competition First Report and Order*, at ¶ 451 has clearly stated that Qwest has no obligation to build other UNEs such as UDIT: "In this section, for example, we expressly limit the provision of unbundled interoffice facilities to *existing* incumbent LEC facilities." *Id.* at pages 13-14.
160. Ms. Stewart responded to the fact that WorldCom questioned why § 9.19 references terms for construction for ancillary and finished services, when this section deals with access to UNEs. Ms. Stewart testified that Qwest will remove from this section any references to ancillary and finished services. *Id.* at page 14.
161. Ms. Stewart addressed WorldCom's request that a CLEC not pay for the elements of a UNE combination until all such elements are provisioned, unless the CLEC agrees to accept just those elements that could be provisioned at that time. Ms. Stewart testified that the SGAT language is clear. It states "and CLEC elects to have Qwest provision the other elements before all elements are available."
162. Ms. Stewart responded to the assertion of WorldCom that Qwest's Product Questionnaire for UNE-combinations is too long. Ms. Stewart explained that, while the

product/amendment questionnaire is 27 pages long, for UNE-P there are only about 3 to 4 pages of total information required. Additionally, the questionnaire is not limited to the collection of information provided by the CLEC. Several pages of the questionnaire include information about reports that are available to the CLEC and instructions for completing the questionnaire. The questionnaire is also loaded on the web. Ms. Stewart explained that the CLEC questionnaire is a tool used by Qwest to obtain information that is critical to establishing the business relationship between Qwest and the CLEC. Some sections of the questionnaire are required to enable Qwest to establish the CLEC in internal and external systems, *e.g.*, billing accounts, contact information, etc. In addition, the CLEC questionnaire was designed to allow CLECs to specify their requirements for billing and contact information based on product or based on the CLEC's requirement for multiple contacts and contact locations. Since not all CLECs have the same requirements, the questionnaire was designed to allow for these differences. *Id.* at pages 21-22.

163. Ms. Stewart explained that the entire questionnaire does not have to be completed to enable the CLEC to begin doing business with Qwest. Qwest only requires information that is needed to establish the CLEC as a certified local service provider and for billing of products/services provided to the CLEC by Qwest. The required entries would include information from the following sections of the questionnaire:

- General Information
- Billing & Collections – Section 1

- Qwest Output – Section 2 (Minimum information required is Contact Name & Telephone Number if no other information available)
- Input to Qwest – Section 3
- Contact List – Section 4

Ms. Stewart explained that Qwest uses the information provided by the CLEC to establish billing accounts in the billing systems, load the CLECs contact information in internal systems to enable the referral of the CLEC's customers, as well as providing contact information to the Qwest wholesale centers responsible for processing CLEC requests. Also, Qwest uses some of the information to establish the method and system requirements for exchange of call usage data and begins the process of establishing the CLEC's requirements for either an EDI or GUI link to Qwest's IMA system. All of the information provided by the CLECs is required to enable Qwest to establish the necessary interfaces, whether business or systems, between the CLEC and Qwest. Ms. Stewart explained that this information is not shared with any department within Qwest without a need to know, and none of this information is used for marketing purposes. Id. at pages 22-23.

164. Ms. Stewart responded to WorldCom's concern that after obtaining new BAN numbers it takes three to four weeks to load the appropriate rates into the provisioning and billing systems. Ms. Stewart explained that the appropriate rates must be loaded individually for each CLEC, since every CLEC can have its own specific rates. The CLEC must complete the questionnaire (some of the data on that—such as ACNA & OCN—is pertinent to the loading process). The USOCs and rates need to be sent to be loaded into

several systems (CRIS, IABS & CPPD). Ms. Stewart testified that Qwest is working to improve its processes and reduce the time required to load rates. *Id.* at page 23.

165. Ms. Stewart responded to AT&T's recommendation that the current language be deleted in § 9.23.1.2.1, and be replaced with:

9.23.1.2.1 In no event shall Qwest require CLEC to purchase any UNE Combinations in conjunction with any other service or element. Qwest shall place no use restrictions or other limiting conditions on UNE Combinations purchased by CLEC under the terms of this Agreement.

Ms. Stewart testified that Qwest does not agree to add AT&T's proposed language, because AT&T's proposed language is overly broad. For example, Qwest cannot commit that no UNE needs to be ordered along with another service or element. Shared transport by its very nature cannot be ordered without unbundled switching. Nor can Qwest agree that there will be no use restrictions with UNEs. The FCC has approved use restrictions, such as the local use requirement for EELs. Ms. Stewart testified that Qwest is willing to add the following language to the end of § 9.23.1.2:

Qwest shall not require CLEC to access any UNE combinations specified as standard products in section 9.23.3.2 – 9.23.3.7 in conjunction with any other service or element unless specified in this Agreement or as required for technical feasibility reasons. Qwest shall not place any use restrictions or other limiting conditions on UNE combination(s) accessed by CLEC except as specified in the Agreement or required by Existing Rules.

Ms. Stewart also pointed out that the following language of the revised SGAT § 9.23.1.2 was proposed by WorldCom and incorporated by Qwest:

Qwest will offer to CLEC UNE Combinations, on rates, terms and conditions that are just, reasonable and non-discriminatory in accordance with the terms and conditions of this Agreement and the requirements of Section 251 and Section 252 of the Act, the applicable FCC rules, and other applicable laws. The methods of access to UNE Combinations described in this section are not exclusive. Qwest will make available any other form of access requested by CLEC that is consistent with the Act

and the regulations thereunder. CLEC shall be entitled to access to all combinations functionality as provided in FCC rules and other applicable laws.¹⁰ *Id.* at pages 23-25.

166. Ms. Stewart responded to the recommendation of AT&T that § 9.23.1.2.2 be modified as follows:

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

Ms. Stewart testified that Qwest does not agree to add the proposed SGAT language identified above. Qwest's technical publications include the network interfaces available for products. AT&T has several options available to it to expand those interfaces. First, the CLEC can use the Special Request Process (detailed later in the affidavit) if the "combination" using the requested interface already exists in the Qwest network. Second, the CLEC can use the CICMP change control and forum process to add new interfaces to technical publications. Third, for new interfaces not in the Qwest network, the CLEC can use the BFR process. The BFR process allows Qwest to determine if the requested interface (or in reality the requested UNE) is a UNE (*i.e.*, meets the necessary and impair standards), can it be implemented within the existing Qwest network, and in what time frames, and at what rate? *Id.* at page 25.

¹⁰ SGAT at § 9.23.1.2.

167. Ms. Stewart responded to the concern expressed by WorldCom about the requirement to have an addendum to their interconnection agreement to order UNE-P service. Ms. Stewart explained that, in the Emerging Services workshop, Qwest confirmed its policy of requiring specific interconnection agreement language to cover all services, rates, and charges that would apply to CLEC. It is not realistic (nor practical) that complex services and legal obligations would not be in a written form between the parties. Ms. Stewart noted that the WorldCom interconnection agreement did not contain all the terms, conditions, and rates necessary for UNE-P, to include shared transport. *Id.* at page 26.
168. Ms. Stewart responded to the recommendation by AT&T that a new § 9.23.1.2.3 be added as follows:

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

According to Ms. Stewart, Qwest does not agree to add this language. Qwest believes that this language is unnecessary in light of the changes it has made to § 9. Qwest can agree to allow CLEC to combine UNEs with other UNEs, but it cannot agree to language that is overly broad regarding allowing any UNE to be connected to “other services.” For example, the FCC order limiting EELs to a substantial amount of local service provides that CLECs may not connect the EEL to other ILEC services. In addition, Qwest is unclear of the meaning of “to combine network elements made available by Qwest with other contiguous Qwest network elements or Qwest Access Services.”

Ms. Stewart also pointed out that the language proposed by AT&T is generally the same as the language already contained in § 9.1.5 of the SGAT. Nevertheless, Ms. Stewart indicated that Qwest will agree to add the following to § 9.23.1.2.2:

In addition to the UNE combinations provided by Qwest to CLEC hereunder, Qwest shall permit CLEC to combine any UNE provided by Qwest with another UNE provided by Qwest or with compatible network components provided by CLEC or provided by third parties to CLEC in order to provide telecommunications service. *Id.* at page 27.

169. Ms. Stewart responded to the recommendation of AT&T that § 9.23.1.3 be modified as follows:

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

Ms. Stewart pointed out that Qwest has included the following language in the SGAT that assures CLECs that Qwest will not disconnect UNEs that are currently combined, unless the CLEC specifically requests that they be separated:

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

Ms. Stewart stated that AT&T's language regarding non-recurring charges is redundant of § 9.23.4 and is not appropriate in § 9.23.1. *Id.* at pages 27-28.

170. Ms. Stewart responded to the fact that AT&T recommended the following paragraph be added to the SGAT as a new § 9.23.1.4:

9.23.1.4 CLEC and Qwest agree that the network elements identified in Section 9 are not exclusive and that pursuant to changes in FCC rules, state laws, or the Bona Fide Request process, CLEC may identify and request that the Qwest furnish additional or revised network elements to the extent required under Section 251(c)(3) of the Act and other applicable laws. Additionally, if Qwest provides any Network Element or Combination or interconnection arrangement that is not identified in this Agreement to a requesting Telecommunications Carrier including a Qwest affiliate, to its own subscribers or to any other entity, Qwest will make available the same Network Element, UNE Combination, or interconnection arrangement to CLEC without CLEC being required to use the Bona Fide Request process. Failure to list a Network Element herein shall not constitute a waiver by CLEC to obtain a Network Element subsequently defined by the FCC or by the state commission. All network elements and UNE Combinations provided pursuant to this Agreement shall be provided by Qwest for the Term of this Agreement independent of any state or federal action eliminating a regulatory obligation to provide a Network Element or UNE Combination.

Ms. Stewart explained that these issues are addressed in § 9.1.1. *Id.* at pages 28-29.

171. Ms. Stewart then addressed the proposal of AT&T that the following language be included as § 9.23.1.5:

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

Ms. Stewart testified that this language is redundant of § 9.23.1.2.2, and is not as clear as that section. *Id.* at page 29.

172. Ms. Stewart addressed the fact that AT&T proposes that the following paragraph be added as § 9.23.1.6:

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

Ms. Stewart testified that Qwest does not believe the proposed language is necessary, since the issue of demarcation points has already been addressed in the SGAT. In general, Qwest agreed that there is a network demarcation point established for each UNE as identified in § 9 of the SGAT. Moreover, as identified in SGAT § 9.1.4, there is the option of a unique demarcation point “e) at another demarcation point mutually agreed to by the parties” already contemplated. Qwest also agreed that there may be combinations where the CLEC does not have a network demarcation point within the Qwest network, such as UNE-P, where the CLEC demarcation point is in reality at the customer premises. In these cases, without a network demarcation point, the CLEC would not have access to the UNE combination in the Qwest central office for testing and/or monitoring. In addition, Qwest was unclear of AT&T’s intent with the following statement: “However, where Qwest provides a UNE Combination of contiguous Qwest network elements or a continuous combination of Access Services and network elements to CLEC, Qwest will provide the existing interconnections and no demarcation shall exist between such contiguous Qwest network elements.” *Id.* at pages 30-31.

173. Ms. Stewart responded to the fact that AT&T proposed the following language to be added as a new § 9.23.1.7:

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

Ms. Stewart pointed out that Qwest agreed to charge cost-based non-recurring charges to recover its costs in combining elements. In Arizona, Qwest proposed that it add language to the SGAT indicating that the non-recurring charges would be cost-based. However, the CLECs participating in the workshops suggested that the language be changed to indicate that non-recurring charges would be compliant with Existing Rules. Qwest has made the suggested change to § 9.23.4.1.2. Qwest noted that the FCC in the *Kansas/Oklahoma Order*, at ¶ 157, has held that an ILEC is not precluded from charging a glue charge in situations where it is combining elements on behalf of CLECs:

This Commission found in the SWBT Texas Order that, because the Supreme Court's determination in *AT&T v. Iowa Utils. Bd.* did not specifically find that incumbent LECs must combine separate UNEs, SWBT is not required to provide new UNE combinations and may therefore set market based rates for such a service Since then, the 8th Circuit specifically reiterated its conclusion that incumbent LECs are not required to make new UNE combinations We note that SWBT's interconnection agreements include a method, other than the COAC, of combining elements that are not previously combined in SWBT's network Because of the court's determination, and because competitive LECs have a method of avoiding the COAC, we did not examine whether SWBT's COAC charges in Texas were cost-based, and we decline to do so here for similar reasons. *Id.* at pages 31-32.

174. Ms. Stewart then addressed the recommendation of AT&T that the following section be added to the SGAT:

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

Ms. Stewart explained that Qwest is not clear what ancillary services exist, other than multiplexing, which is the example given by AT&T. Qwest already allows access to multiplexing. In addition, Qwest believes that "engineering" requirements of UNEs are generally specified by the use of NC-NCI codes. *Id.* at page 32.

175. Ms. Stewart responded to the fact that AT&T offered that the SGAT should be rewritten to eliminate any ambiguity that UNE-P and UNE-Combinations are limited to pre-existing or combined UNEs or any types of combinations. Ms. Stewart testified that the SGAT is clear. Qwest has agreed to combine unbundled network elements on behalf of CLECs throughout its region, despite the fact that the 8th Circuit has vacated all sections of Rule 315 that required ILECs to combine UNEs. Qwest has voluntarily agreed to provide access to UNEs that it has combined on behalf of the CLEC, whether they be UNEs Qwest ordinarily combines, UNEs Qwest does not ordinarily combine (to the extent technically feasible), or combinations of Qwest UNEs with CLEC UNEs. During the workshop, CLECs requested that Qwest spell out these changes in the SGAT. To reflect these changes, Qwest has added the following sections to the SGAT:

9.23.1.4 When ordered in combination, Qwest will combine for CLEC UNEs that are ordinarily combined in Qwest's network provided

that facilities are available.

9.23.1.5 When ordered in combination, Qwest will combine for CLEC UNEs that are not ordinarily combined in Qwest's network, provided that such combination:

9.23.1.5.1 Is technically feasible;

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

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

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

9.23.1.6.1 Is technically feasible;

9.23.1.6.2 Shall be performed in a manner that provides Qwest access to necessary facilities;

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

9.23.1.6.4 Would not impair Qwest's use of its network. *Id.* at pages 32-33.

176. Ms. Stewart responded to the concern expressed by WorldCom that it will be required to ask for an amendment of its contract to order combinations different than the SGAT identified standard products. Ms. Stewart pointed out that Qwest has clarified § 9.23.5.1.1. WorldCom will not be required to amend its contract to order additional UNE combinations, assuming that the interconnection agreement already contains all the individual UNE rates. Qwest has developed a streamlined and standardized process for CLECs to request access to additional combinations in the Qwest network as a combination of UNEs. The process begins by the CLEC filling out a brief Special Request Applications Form. The form identifies the specific time frames Qwest will use in responding to the CLEC's request. A basic underlining principle of this request

process is that the CLEC and Qwest have reason to believe that the combination or features requested is technically feasible and only contains FCC identified UNEs. For those UNEs that Qwest does not ordinarily combine in its network, the CLEC must use the BFR process to allow Qwest to determine if the requested combination is technically feasible. In addition, as demand materializes, Qwest will continue to expand its list of standard UNE combinations. The SGAT states in § 9.23.3.8:

CLEC may request access to and, where appropriate, development of, additional UNE Combinations. For UNEs that Qwest currently combines in its network, CLEC can use the Special Request Process (SRP) set forth in Exhibit F. For UNEs that Qwest does not currently combine, CLEC must use the Bona Fide Request Process in CLEC's Agreement. In its BFR or SRP request, CLEC must identify the specific combination of UNEs, identifying each individual UNE by name as described in this Agreement. *Id.* at page 34.

177. Ms. Stewart responded to the fact that AT&T insisted that Qwest develop a product called CLEC Loop Termination, which is the combination of switch port and shared transport. Ms. Stewart explained that, by its very definition, shared transport is ordered with unbundled switching. Therefore, this product already exists. *Id.* at page 35.
178. Ms. Stewart responded to the fact that AT&T suggested that Qwest develop unspecified products involving UNE combinations with transport and dark fiber. Ms. Stewart explained that CLECs can order additional combinations existing in the Qwest network using the Special Request Process. If there is significant demand, Qwest will develop a standard product. To the extent that the CLEC requests combinations not in the Qwest network, the CLEC can use the BFR process. Qwest does not agree to "light" dark fiber with electronics, so Qwest is uncertain what type of combination Qwest can be required to make with transport and dark fiber. *Id.* at page 35.

179. Ms. Stewart responded to the request from WorldCom that § 9.23.3.7.2.7 be deleted from the SGAT because the FCC did not limit the connection of a qualifying EEL with any tariffed service. Ms. Stewart explained that the FCC did limit the connection of a qualifying EEL with any tariffed service in its June 2, 2000, *Supplemental Order Clarification*, FCC 00-183, at ¶ 28:

We further reject the suggestion that we eliminate the prohibition on “co-mingling” (i.e., combining loops or loop-transport combinations with tariffed special access services) in the local usage options discussed above. See MCI WorldCom Apr. 4, 2000 Letter at 6-8; February 28, 2000 Joint Letter at 2. We are not persuaded on this record that removing this prohibition would not lead to the use of unbundled network elements by IXC’s solely or primarily to bypass special access services. We emphasize that the co-mingling determinations that we make in this order do not prejudice any final resolution on whether unbundled network elements may be combined with tariffed services. We will seek further information on this issue in the Public Notice that we will issue in early 2001. *Id.* at page 36.

180. Ms. Stewart responded to the fact that WorldCom recommended that Qwest adopt a single process for the ordering of EEL combinations. Ms. Stewart explained that Qwest initially developed two EEL products, one to handle conversion of combinations of loop and dedicated transport to EEL (then called UNE-C-PL) and one to handle Qwest’s obligation to combine loop and dedicated transport in Zone 1 of the top 50 MSAs (then called EEL). In Arizona, CLECs suggested that the products be combined. Prior to the workshop, Qwest submitted language combining the products into one EEL product. However, Qwest had implemented two different processes to provision the two products to maximize the efficiency of providing each product. EEL-C used an LSR process and could be ordered on a single LSR. EEL-P was a new combination of loop and transport. It used an ASR process. EEL-P without multiplexing could be ordered on a single ASR,

while EEL-P with multiplexing required two ASRs. A change or augment to an EEL-C or an EEL-P was to be ordered using the same process the CLEC used when first ordering the EEL.

Ms. Stewart explained that Qwest is developing an ordering process where new and existing conversions of EELs can occur using LSR forms. The new LSR process will be in place within the next several months. Qwest will rewrite all internal and CLEC methods and procedures, modify the IRRG and assure training is complete before converting to the one LSR process for all EELs. Qwest expected that work to be complete and the conversion to occur in early April time frame. Under the new process, EELs without multiplexing can be ordered on a single LSR, while EELs with multiplexing require two LSRs.

Ms. Stewart explained that this process is more efficient than the process that the FCC approved in its *Kansas/Oklahoma Order*. The FCC's order states at ¶ 176:

E.spire argues that SWBT's two-step process for converting access circuits to UNE pricing, which requires a requesting carrier to complete both an ASR and LSR, violates the rules set forth in the Supplemental Order Clarification governing EEL provisioning. We disagree. In our Supplemental Order Clarification, we established a general rule to govern the EEL provisioning process in recognition that incumbent LECs may adopt different procedures to ensure that access circuits are converted to unbundled loop transport combinations simply and without delay. We find that our rules do not expressly prohibit the two-step process performed by SWBT. *Id.* at pages 36-38.

181. Ms. Stewart responded to the statement made by WorldCom that Qwest will not provision any EELS. According to Ms. Stewart, Qwest is not aware of any EEL orders that have not been provisioned. *Id.* at page 38.
182. Ms. Stewart responded to the request for clarification that EEL is available through OC-192. Ms. Stewart explained that the SGAT has been revised to indicate that any existing bandwidths are available, including bandwidths DS0 through OC-192. DS0, DS1, and DS3 bandwidths are standard products. Other bandwidths can be ordered through the special request process explained in Exhibit F of the SGAT. *Id.* at page 38.
183. Regarding SGAT § 9.23.3.2, Ms. Simpson addressed the complaint of AT&T about UNE-P-POTS, stating that “this section is not clear.” AT&T does not identify to which section of the SGAT it refers, but it presumably refers to § 9.23.3.2. AT&T goes on to state that “the language suggests that Qwest may withhold features from UNE-P-POTS” because the language is not sufficient to indicate that CLECs may order any and all combinations, functions, and capabilities of the switch.

Ms. Simpson stated that, while she believed the language is adequate and correct as written, and Qwest does not withhold features from UNE-P-POTS service, in response to AT&T’s comments, the following modifications could be made to this provision:

9.23.3.2 UNE-P-POTS: 1FR/1FB lines are available to CLEC as a UNE Combination. UNE-P POTS is comprised of the following unbundled network elements: Analog – 2-wire voice grade loop, Analog Line Side Port, and Shared Transport. All the Vertical Switch Features that are technically feasible for POTS are available with UNE-P-POTS. *Exhibit 4-Qwest-4* at pages 6-7.

184. AT&T comments that, in conjunction with UNE-P-PBX service described in § 9.23.3.3, CLECs should be able to order any and all combinations of “features, functions, and capabilities” that are available on the Qwest switch. Ms. Simpson stated that CLECs may order all features, functions, and capabilities of the switch today, as required by the FCC’s rules and orders; however, in response to AT&T’s comments, she suggested the following modifications to the SGAT language for purposes of clarification:

9.23.3.3 UNE-P-PBX: PBX Trunks are available to CLEC as a UNE Combination. There are two types of UNE-P-PBX: Analog Trunks and Direct Inward Dialing (DID) Trunks. UNE-P-PBX is comprised of the following unbundled network elements: 2/4 Wire Analog Loop, Analog/DID Trunks, and Shared Transport. All the Vertical Switch Features that are technically feasible for Analog and DID PBX Trunks are available with UNE-P-PBX. *Id.* at pages 7 and 8.

185. AT&T commented that, in conjunction with UNE-P-DSS service described in § 9.23.3.4, CLECs should be able to order any and all combinations of “features, functions, and capabilities” that are available on the Qwest switch. Ms. Simpson made the same response as above, and suggested the following modifications to the SGAT language for purposes of clarification:

9.23.3.4 UNE-P-DSS: Digital Switched Service (DSS) is available to CLEC as a UNE Combination. UNE-P-DSS is comprised of the following unbundled network elements: DS1 Capable Loop, Digital Line-Side Port and Shared Transport. All the Vertical Switch Features that are technically feasible for Digital Switched Service are available with UNE-P-DSS. *Id.* at page 8.

186. AT&T commented that, in conjunction with UNE-P-ISDN service described in § 9.23.3.5, CLECs should be able to order any and all combinations of “features, functions, and capabilities” that are available on the Qwest switch. Ms. Simpson made the same response as above, and suggested the following modifications to the SGAT language for purposes of clarification:

9.23.3.5 UNE-P-ISDN: ISDN lines are available to CLEC as a UNE Combination. All the Vertical Switch Features that are technically feasible for ISDN are available with UNE-P-ISDN. There are two types of UNE-P-ISDN:

- (a) Basic rate (UNE-P-ISDN-BRI) is comprised of the following unbundled network elements: Basic ISDN Capable Loop, BRI Line Side Port and Shared Transport; and
- (b) Primary rate (UNE-P-ISDN-PRI) – UNE-P-ISDN-PRI is comprised of the following unbundled network elements: Basic ISDN Capable Loop, Digital Line Side Port and Shared Transport. *Id.* at pages 8-9.

187. AT&T claimed that § 9.23.3.6 does not describe a UNE-P Combination that is equivalent to Centrex service, but rather is a “POTS replacement” for Centrex service. Ms. Simpson stated that she did not agree with this characterization of the language in the SGAT. However, she suggested the following modifications to § 9.23.3.6 to address AT&T’s concerns:

9.23.3.6 UNE-P-Centrex: Centrex Service is available to CLEC as a UNE Combination. Centrex is comprised of the following unbundled network elements: Analog – 2-wire voice grade loop, Analog Line Side Port, and Shared Transport. All the Vertical Switch Features that are technically feasible for Centrex service are available with UNE-P-Centrex.

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

9.23.3.6.2 Qwest will provide access to Customer Management System (CMS) with UNE-P-Centrex. *Id.* at pages 9 and 10.

188. AT&T claimed that CLECs should be able to order UNE-P-POTS and UNE-P-ISDN with the addition of high speed xDSL data. Ms. Simpson pointed out that the FCC held in its SBC Texas decision that incumbent local exchange carriers such as Qwest have no obligation to provide UNE-P Combinations with xDSL data service. Specifically, the FCC held in the *SBC Texas Order*, at ¶ 330, that:

. . . Under our rules, the incumbent LEC has no obligation to provide xDSL service over this UNE-P carrier loopage. In the *Line Sharing Order*, the Commission unbundled the high frequency portion of the loop when the incumbent LEC provides voice service, but did not unbundle the low frequency portion of the loop and did not obligate incumbent LECs to provide xDSL service under the circumstances AT&T describes. Furthermore, as described above, the UNE-P carrier has the right to engage in line splitting on its loopage. As a result, a UNE-P carrier can compete with SWBT's combined voice and data offering on the same loop by providing a customer with line splitting voice and data service over the UNE-P in the same manner. In sum, we do not find this conduct discriminatory.

Furthermore, Ms. Simpson asserted that Qwest has no obligation to provide "stand-alone" resale of its retail DSL product offering. The voice portion of the POTS line always accompanies Qwest's retail product offering. DSL service is provided over a portion of the high frequency spectrum of the line, which allows the voice service to be provided without degradation in voice service. These services are *always* provided to Qwest's retail end users bundled together.¹¹ Qwest does not offer its retail subscribers a stand-alone version of DSL.

Qwest offers its Megabit product to CLECs for resale pursuant to the resale provisions of the Act. The Act requires Qwest to offer to CLECs, at a wholesale discount, "any telecommunications service that [Qwest] provides at retail to subscribers that are not telecommunications carriers." Thus, Qwest must only offer CLECs the *same* service that it offers its own retail end users, without placing "unreasonable or discriminatory

¹¹ In ¶ 26 of the recent *Line Sharing Order* (FCC-01-26) (released January 19, 2001), the FCC confirmed that Qwest is not required to provide xDSL service when it is no longer the voice provider.

conditions or limitations” on such services.¹² Stated differently, Qwest has no obligation to resell a telecommunications product or service that it does not provide at retail to subscribers that are not telecommunications carriers.¹³ In its *Local Competition Order* at ¶ 877, the FCC has been crystal clear: “section 251(c)(4) *does not impose on incumbent LECs the obligation to disaggregate a retail service into more discrete retail services.* The 1996 Act merely requires that any retail services offered to end user customers be made available for resale.” Because Qwest does not offer its DSL service on a stand-alone basis to its retail end users, it is not required to disaggregate it for CLECs.

For these reasons, Qwest declines to offer to CLECs UNE-P Combinations with xDSL service, or to offer stand-alone resale of DSL service. *Id.* at pages 10-12.

189. Regarding § 9.23.3.13, AT&T claimed that when a CLEC requests conversion of existing resold service to a UNE-P combination, the CLEC should be billed at the UNE-P rate as of the due date requested by the CLEC for the conversion or the standard interval, whichever is longer. Ms. Simpson stated that if a CLEC requests the conversion of resold service to UNE-P with a standard or longer interval, and if a delay in the conversion of the resold service to a UNE-P combination is due to Qwest’s actions, then Qwest agrees to begin billing the CLEC at the UNE-P rate, and to stop billing the CLEC at the resold rate, on the due date requested by the CLEC for the conversion, or the

¹² *Id.*; see also *SBC Texas Order*, ¶ 389 (in discussing SBC’s compliance with Checklist Item No. 14, the FCC notes that SBC commits to resell telecommunications services that are “identical” to those that it provides its own retail end users).

¹³ *Bell Atlantic New York Order*, ¶ 394 (“As Bell Atlantic points out, it does not offer flat-rate telephone service in New York at retail to subscribers who are not telecommunications carriers, and therefore Bell Atlantic is under no obligation to provide such services for resale under the statute.”)

standard interval, whichever is longer. Accordingly, she suggested modifying the SGAT as follows:

9.23.3.13 For installation of new UNE Combinations, CLEC will not be assessed UNE rates for UNEs ordered in combination until access to all UNEs that make up such combination have been provisioned to CLEC as a combination, unless a UNE is not available until a later time and CLEC elects to have Qwest provision the other elements before all elements are available. For conversions of existing resold services to UNE-P Combinations, CLEC will be billed at the UNE-P rate, and billing at the resold rate will cease, on the due date scheduled for the conversion, so long as the due date of the conversion was a standard or longer interval, unless CLEC has caused or requested a delay of the conversion. *Id.* at pages 12 and 13.

190. AT&T claimed that Qwest should modify § 9.23.5.6 of the SGAT, which provides that: “Qwest will not provide CLEC with the name of the [new] service provider selected by the end user,” to state also that Qwest will not provide the name of the current provider of an end user’s service to Qwest marketing personnel. Ms. Simpson pointed out that the safe harbor rules contained in §§ 222 A and B of the Act apply to every telecommunications carrier and need not be incorporated into the SGAT. Qwest’s obligations, and the obligations of every other telecommunications carrier, regarding confidentiality of proprietary/competitively sensitive information are independent of the SGAT and there is no need to add additional language. She proposed the change below.

9.23.5.6 When Qwest’s end user customer or the end user customer’s new service provider orders the discontinuance of the end user customer’s existing service in anticipation of moving to another service provider, Qwest will render its closing bill to the end user customer effective with the disconnection. If Qwest is not the local service provider, Qwest will issue a bill to CLEC for that portion of the service provided to CLEC should CLEC’s end user customer, a new service provider, or CLEC request service be discontinued to the end user customer. Qwest will notify CLEC by FAX, OSS interface, or other agreed upon processes when an end user customer moves to another service provider. *Id.* at pages 13 and 14.

191. Ms. Simpson responded to WorldCom's proposal that Qwest make UNE-P combinations available in those situations where Qwest is not required to provide UNE switching with market-based rates applied to the unbundled switching element of the UNE-P Combination. In a change of policy, Qwest agreed to voluntarily provide UNE-P Combinations in those situations where it is not required to provide UNE-Switching. Ms. Simpson proposed modifying the following SGAT provision to address this change in Qwest's policy:

9.11.2.5.7 When a CLEC's end user customer with three lines or fewer served by UNE-P or unbundled switching adds lines so that it has four or more lines, CLEC shall do one of the following within sixty (60) days from the date the fourth line is added: (1) CLEC may retain such UNE-P lines as UNE-P Combinations and the rate for such UNE-P Combinations is currently under development; or (2) CLEC shall convert such lines from UNE-P lines or unbundled switching to resale rates or other appropriate arrangement. *Id.* at pages 2 and 3.

192. Ms. Simpson addressed WorldCom's comment that the SGAT does not contain a provision for UNE-P line splitting. WorldCom recognized that this service would properly be discussed in another workshop, and not in the UNE Combinations workshop. Ms. Simpson agreed that line splitting should be discussed at the UNE-Loop workshop, and any SGAT changes should also be discussed in that forum. *Id.* at page 3.

193. Ms. Simpson addressed WorldCom's comments on the language in § 9.23.3.11.2 concerning branding options for directory assistance and operator services, suggesting changes to the language. She proposed modifying § 9.23.3.11.2 to satisfy WorldCom's concerns:

9.23.3.11.2 If Qwest provides and CLEC accepts operator services, directory

assistance, and intraLATA long distance as a part of the basic exchange line, it will be offered with standard Qwest branding. CLEC is not permitted to alter the branding of these services in any manner when the services are a part of the UNE-P line without the prior written approval of Qwest. However, at the request of CLEC and where technically feasible, Qwest will rebrand operator services and directory assistance in CLEC's name, in CLEC's choice of name, or in no name in accordance with terms and conditions set forth in this Agreement. *Id.* at pages 3 and 4.

194. Ms. Simpson addressed WorldCom comments on § 9.23.3.12 of the SGAT, suggesting that the provision has “problems,” stating that Qwest should not be allowed to attempt to enforce its tariffs or contracts via the SGAT; that there would be practical difficulties billing termination liability before a contract is terminated; and, that this provision would be “detrimental” to CLECs and end users who wish to have a choice of providers. WorldCom suggested the provision should be stricken from the SGAT. Ms. Simpson did not agree with WorldCom's assertions, and did not agree to strike the provision in total. However, she suggested the following modifications:

9.23.3.12 If a retail contract or tariff agreement exists between Qwest and its retail end user customer or reseller CLEC wishing to have its service converted to a UNE Combination to be provided by CLEC, all applicable Termination Liability Assessment (TLA) or minimum period charges, whether contained within tariffs, contracts, or any other applicable legal document, will apply. *Id.* at pages 4 and 5.

195. Ms. Simpson addressed WorldCom's comments that it “is particularly concerned with the level of prices proposed by Qwest in Colorado for both the non-recurring and monthly recurring charges associated with UNE-P combinations.” WorldCom goes on to note that it recognizes that pricing will not be decided in this specific workshopage Ms. Simpson agreed that this discussion is properly deferred to the cost docket proceeding. *Id.* at page 5.

196. Section 9.23.5.5 of the SGAT provides:

9.23.5.5 CLEC shall provide Qwest with complete and accurate end user customer listing information for Directory Assistance, Directory Listings, and 911 Emergency Services for all end-user customers served by UNE Combinations.

This language requires that CLECs provide complete end user listings information for directory listings and 911 Emergency Services when it submits service requests for UNE Combinations. However, WorldCom asserted that CLECs should not be required to provide listing information as part of service requests for UNE Combinations if the CLEC does not wish to make a change in its end user's existing listing, and that the SGAT section should be modified by adding the following sentence: "However, for migration of customers 'as is,' Qwest will make no change in existing Directory Assistance, Directory Listings, and 911 Emergency Services unless requested to do so by the CLEC." Ms. Simpson noted that, as a threshold matter, CLECs are responsible to provide accurate and up-to-date end user listings information to Qwest, and it is appropriate for the SGAT to state this. Second, as to WorldCom's suggested SGAT language, which essentially says that Qwest will follow a CLEC's instructions as to the CLEC's end user's listings, such added language is not necessary. *Id.* at pages 5-6.

5. Principal Workshop Discussions and Resolution

197. Workshop 4, which included a discussion of Checklist Item No. 2, commenced on February 20, 2001. The first session of this workshop continued through February 22, 2001. A follow-up workshop was held on these issues on March 20 to 22, 2001. Qwest's witness Karen A. Stewart stated that she filed an affidavit concerning Qwest's compliance with Checklist Item No. 2 on October 27, 2000. *Exhibit 4-Qwest-1*. The UNE-P part of this testimony was adopted by Qwest witness Lori A. Simpson in her rebuttal affidavit filed February 5, 2001. Ms. Stewart testified that, on February 5, 2001,

she filed a rebuttal affidavit on all issues regarding Checklist Item No. 2, other than UNE-P issues. *Exhibit 4-Qwest-2*. Ms. Simpson stated that, on February 5, 2001, she filed a rebuttal affidavit on UNE-P issues. *Exhibit 4-Qwest-4*.

198. The remainder of this portion of the report will summarize the workshop discussions and resolutions in Workshop Issue Identification Number sequence for ease of readability, even though that may not have been the actual sequence of the workshop discussions.
199. **Workshop Issue No. 2-1 (CL2-1)**. AT&T's witness Mr. Hydock expressed concern with Qwest's testing environment for its EDI interface.
200. Mr. Hydock testified at the workshop on February 22, 2001. He stated that AT&T has been working with Qwest since September to do a test of UNE-P in Minnesota. He stated that there was little, if any, language in the SGAT obligating Qwest to conduct testing with CLECs. He stated that Qwest has not agreed to conduct a 1,000-line test with AT&T in Minneapolis. He stated that AT&T needs to order 800 residential lines to a business building in downtown Minneapolis, and that Qwest has stated that it is not legally allowed to provision residential lines to the business building. He stated that AT&T has been working with the Minneapolis Commission to pressure Qwest into participating in the test. (Workshop Transcript, February 22, 2001, page 4-10).
201. Qwest responded that the issue of a test bed was being addressed in CICMPAGE. The week of the workshop Qwest had made a proposal to CLECs to develop a test bed, and a call would take place on Friday, February 25, for CLECs to vote on which test bed option they preferred. (Workshop Transcript, February 22, 2001, page 10-11). Qwest explained the testing it performed with CLECs in development of EDI interfaces. Qwest expressed

the opinion that in light of the extensive testing they did with CLECs, the size and scope of the test proposed by AT&T was unreasonable and unnecessary. (Workshop Transcript, February 22, 2001, page 11-13). The Staff suggested that Qwest develop language to add to § 12 of the SGAT explaining the testing it would commit to do with CLECs. Qwest agreed to bring language to the follow-up workshop (Workshop Transcript, February 22, 2001, page 14-19).

202. At the follow-up workshop, Qwest presented a proposal for language to add to § 12 of the SGAT explaining the testing it conducts with CLECs and its agreement to build a test bed. (Workshop Transcript, March 20, 2001, page 144, *Exhibit 4-Qwest-64*).
203. AT&T stated that it was originally encouraged by the new language, but when it learned that the language simply set forth Qwest's current practice, it realized that the language did not meet AT&T's needs. (Workshop Transcript, March 21, 2001, page 3).
204. Chris Viveros of Qwest testified and explained that Qwest conducts extensive testing with CLECs during EDI development. He explained that Qwest and CLECs conduct connectivity testing, interoperability testing, and controlled environment testing. He explained that in controlled environment testing, the test orders are treated as production orders. They are provisioned, and billing information and bills are produced and sent to CLECs. He explained Qwest's commitment to develop a stand-alone testing environment. (Workshop Transcript, March 21, 2001, page 3-15).
205. Mr. Hydock of AT&T stated that Qwest's EDI testing was not adequate because it did not do a "full-fledged test of all provisioning and operational centers." He said that the

testing currently offered by Qwest was not adequate because Qwest knew what orders were coming. (Workshop Transcript, March 21, 2001, page 15-16).

206. Mr. Viveros testified that Qwest made available the most current EDI release and the release previous to the current release. This process, called versioning, means that Qwest has at least two versions of EDI active at any time. Qwest will leave the old version up for at least six months following a new release. (Workshop Transcript, March 21, 2001, page 28-29).
207. This issue was **deferred** to the General Terms and Conditions Workshop (Workshop Transcript, March 21, 2001, page 37).
208. **Workshop Issue No. 2-2 (CL2-2)**. ASCENT claims that Qwest is relying solely on its SGAT language to demonstrate checklist compliance and not actual performance measure results and OSS testing.
209. In the workshop, Qwest stated that it was relying on more than just the SGAT. It is relying on the results of its performance, as demonstrated by the Performance Indicator Definitions (PIDs) negotiated and audited in the ROC. It is relying on the results of OSS testing. It is relying on the testimony of its witnesses and the exhibits they have introduced. It is relying on commercial experience. (Workshop Transcript, February 21, 2001, page 51-56). The parties agreed that this issue was **closed**. (Workshop Transcript, February 21, 2001, page 58).

210. **Workshop Issue No. 2-3** (CL2-3). AT&T requests that Qwest provide a detailed inventory of its present changes to “Existing Rules” and recommends that § 9.1.1 be deleted because it is redundant.
211. The parties agreed that this issue was **closed** (Workshop Transcript, February 21, 2001, page 64), when Qwest agreed to revise § 9.1.1 of the SGAT to read as follows:
- 9.1.1 Changes in law, regulations or other “Existing Rules” relating to unbundled network elements (“UNEs”), including additions and deletions of elements Qwest is required to unbundle and/or provide in a UNE Combination, shall be incorporated into this Agreement by amendment pursuant to Section 2.2. CLEC and Qwest agree that the UNEs identified in Section 9 are not exclusive and that pursuant to changes in FCC rules, state laws, or the Bona Fide Request process, CLEC may identify and request that Qwest furnish additional or revised UNEs to the extent required under Section 251(C)(3) of the Act and other applicable laws. Failure to list a UNE herein shall not constitute a waiver by CLEC to obtain a UNE subsequently defined by the FCC or the state Commission.
212. **Workshop Issue No. 2-4** (CL2-4). AT&T asserts that the definitions should be rewritten to eliminate any ambiguity that UNE-P and UNE-Combinations are not limited to pre-existing or combined UNEs or any specific types of combinations.
213. The parties agreed that this issue was **closed**, after Qwest removed any reference from the SGAT to “pre-existing” combinations of UNEs. (Workshop Transcript, February 21, 2001, page 65 and 122).
214. **Workshop Issue No. 2-5** (CL2-5a). AT&T recommends that the SGAT mirror the FCC standards for access to UNEs.

215. At the workshop, Qwest presented language that it had negotiated with CLECs in Washington. The parties agreed that this issue was **closed**. (Workshop Transcript, March 20, 2001, page 145-146, *Exhibit 4-Qwest-65*).
216. **Workshop Issue No. 2-6** (CL2-5b). AT&T asks for indemnity language in § 9.1.2.
217. The parties agreed that this issue was **deferred** to the General Terms and Conditions Workshopage (Workshop Transcript, March 20, 2001, page 146-147).
218. **Workshop Issue No. 2-7** (CL2-5c). AT&T asks for language in § 9.1.2 that Qwest will comply with all wholesale and retail service quality rules.
219. At the workshop, Qwest presented language it had negotiated with the CLECs. Qwest had agreed to add language to § 9.1.2 that it will comply with the PIDs negotiated in the ROC and that it will comply with wholesale service quality rules. The parties indicated that they were in agreement regarding this language, with one exception. Qwest will not agree to add language that provides that it will comply with retail service quality standards in this context. Qwest asserted that Retail Service Quality Standards and their application are beyond the scope of a Wholesale 271 workshopage. Qwest fully intends to adhere to State Retail Service Quality Standards; however, the issue of the applicability of such retail standards is generally considered in the appropriate forum of the State Service Quality proceeding. (Workshop Transcript, March 20, 2001, page 146-156).
220. AT&T stated that it is often required to provide service in compliance with retail service quality standards, and that if it fails to meet the standards because Qwest failed to

provision UNEs in a timely fashion, Qwest should be responsible. (Workshop Transcript, March 20, 2001, page 147-156).

221. Qwest stated that UNEs are different from resale and retail services. CLECs can provide many different services over many UNEs, and Qwest does not know what services the CLEC is offering. In addition, the issue of Qwest's payments to CLECs is being determined in the context of the Post Entry Performance Plan. (Workshop Transcript, March 20, 2001, page 147-156).
222. The issue of retail service quality rules went to **impasse**.
223. **Workshop Issue No. 2-8** (CL2-6a). AT&T recommends that § 9.1.3 be deleted because it applies the local use requirement to all UNEs.
224. Qwest agreed to delete this section, and the parties agreed that this issue was **closed**. (Workshop Transcript, March 20, 2001, page 161, *Exhibit 4-Qwest-67*).
225. **Workshop Issue No. 2-9** (CL2-6b). AT&T asks that § 9.1.5 be revised to provide assurance that Qwest will place no restrictions on the use of UNEs.
226. AT&T stated that this issue was **closed**, as Qwest had added substantially similar language to the SGAT.
227. **Workshop Issue No. 2-10** (CL2-7). AT&T states Qwest should not charge CLECs any kind of recurring charge for the ITPAGE
228. Ms. Stewart testified that Qwest was entitled to recover its costs. In Qwest's cost studies, ITPs are broken out as a separate cost. (Workshop Transcript, February 21, 2001, page

- 110). Ms. Stewart testified that the proper price was a cost docket issue. (Workshop Transcript, February 21, 2001, page 110). Mr. Wilson of AT&T testified that ITP are just wires, and the cost of them are already in cost models. (Workshop Transcript, February 21, 2001, page 110).
229. The Staff pointed out that this section referred to both non-recurring and recurring costs, when the cost docket may determine that only one, non-recurring or recurring is appropriate. Qwest agreed to take out the reference to non-recurring and recurring costs and just state that the costs are set forth in Exhibit A. (Workshop Transcript, February 21, 2001, page 112).
230. The parties agreed that this issue should be **deferred** to the cost docket. (Workshop Transcript, February 21, 2001, page 116).
231. **Workshop Issue No. 2-11** (CL2-8). AT&T believes Qwest should insert in § 9.1.6.1 a representation that a CLEC's access will permit all required testing for determining end-to-end transmission and circuit functionality.
232. At the workshop, the parties presented language they had negotiated in another jurisdiction regarding access to UNEs for testing purposes. The parties agreed that this issue was **closed**. (Workshop Transcript, March 20, 2001, page 163).
233. **Workshop Issue No. 2-12** (CL2-9). AT&T states that Exhibit C to the SGAT should contain intervals for all UNEs and be consistent with FCC requirements and state performance plans.

234. Qwest amended Exhibit C of the SGAT to include the installation intervals for each UNE. At the workshop, the parties agreed that this issue was **closed**. (Workshop Transcript, March 20, 2001, page 164).
235. **Workshop Issue No. 2-13** (CL2-10). AT&T asserts that Qwest should provide in § 9.1.9 examples of the kinds of modifications that would affect “network interoperability” that would require advance notice pursuant to FCC rules.
236. At the workshop, the parties presented language regarding network notifications that they had negotiated in another jurisdiction. The parties agreed that this issue was **closed**. (Workshop Transcript, March 20, 2001, page 165-167, *Exhibit 4-Qwest-70*).
237. **Workshop Issue No. 2-14** (CL2-11). AT&T asserts that Qwest should supply, free of charge, regeneration for UNEs to CLEC’s point of access and recommends that § 9.1.10 be deleted.
238. AT&T argues that Qwest must eliminate the requirement that a CLEC order or pay for regeneration because Qwest determines where collocations are and thus the distance and need for regeneration of this type of unbundled element.
239. Qwest contends it is entitled to recover its costs, which can be recovered either by averaging the cost of regeneration or applying the costs in a situation-specific fashion. The issue is the same as TR-6, and the parties agreed that the two issues are at **impasse** and should be briefed together. (Workshop Transcript, February 22, 2001, page 75-76).

240. **Workshop Issue No. 2-15** (CL2-12). AT&T states the SGAT should specifically identify the circumstances under which “Miscellaneous Charges” will apply and that any rates be just and reasonable.
241. The parties negotiated language regarding miscellaneous charges. Qwest agreed to add a clause that all charges are listed on Exhibit A. (Workshop Transcript, March 22, 2001, page 28-31, *Exhibit 4-Qwest-107*). The parties agreed that this issue is **closed**. (Workshop Transcript, March 20, 2001, page 166-168, *Exhibit 4-Qwest-71*).
242. **Workshop Issue No. 2-16** (CL2-13). AT&T proposed that the following paragraph should be added to the SGAT as a new § 93.23.1.3:
- CLEC and Qwest agree that the network elements identified in Section 9 are not exclusive and that pursuant to changes in FCC rules, State laws, or the Bona Fide Request process, CLEC may identify and request that Qwest furnish additional or revised network elements to the extent required under Section 251(c)(3) of the Act and other applicable laws. Additionally, if Qwest provides any Network Element or Combination or interconnection arrangement that is not identified in this Agreement to a requesting Telecommunications Carrier including a Qwest affiliate, to its own subscribers or to any other entity, Qwest will make available the same Network Element, UNE Combination or interconnection arrangement to CLEC without CLEC being required to use the Bona Fide Request process. Failure to list a Network Element herein shall not constitute a waiver by CLEC to obtain a Network Element subsequently defined by the FCC or by the state commission. All network elements and UNE Combinations provided pursuant to this Agreement shall be provided by Qwest for the Term of this Agreement independent of any state or federal action eliminating a regulatory obligation to provide a Network Element or UNE Combination.
243. AT&T stated that this issue was **closed**, as Qwest has added substantially similar language to the SGAT.

244. **Workshop Issue No. 2-17** (CL2-14). WorldCom recommends that specific provisions be added to allow the CLEC to challenge Qwest if the decision is made not to construct, along with appropriate dispute resolutions procedures.
245. If facilities are not available, Qwest agrees to build facilities dedicated to an end user customer provided that Qwest would be legally obligated to build facilities to meet its provider of last resort (POLR) obligations. In cases of contention, Qwest agreed that the normal dispute resolution mechanism of the Agreement applied to disputes under § 9.19, but Qwest contends that it has the final authority to decide when to construct under § 9.19. This issue was **closed**. (Workshop Transcript, March 21, 2001, page 107-110).
246. **Workshop Issue No. 2-18** (CL2-15). WorldCom does not believe that construction should be limited to unbundled loops.
247. At the workshop, Qwest presented proposed language regarding its obligation to construct UNEs. (Workshop Transcript, March 20, 2001, page 179, *Exhibit 4-Qwest-72*). The SGAT states Qwest's positions on its obligations to build UNEs and defines the incremental work Qwest will undertake to make UNEs available for the CLEC.

9.1.2.1 If facilities are not available, Qwest will build facilities dedicated to an end user customer if Qwest would be legally obligated to build such facilities to meet its Provider of Last Resort (POLR) obligation to provide basic local exchange service or its Eligible Telecommunications Carrier (ETC) obligation to provide primary basic local exchange service. CLEC will be responsible for any construction charges for which an end user customer would be responsible. In other situations, Qwest does not agree that it is obligated to build UNEs, but it will consider requests to build UNEs pursuant to Section 9.19 of this Agreement.

9.1.2.1.1 Upon receipt of an LSR or ASR, Qwest will follow the same process that it would follow for an equivalent retail service to determine if assignable facilities exist that fit the criteria necessary for the service requested. If available facilities are not readily identified through the normal assignment

process, but facilities can be made ready by the requested due date, CLEC will not receive an additional FOC, and the order due date will not be changed.

248. Qwest asserted that this language meets, and actually exceeds, Qwest's obligations regarding UNEs. Qwest argues that the FCC has made clear that Qwest does not have an obligation to build a network for CLECs, and Qwest quoted UNE Remand Order, at ¶ 324. Qwest also observes that the Eighth Circuit has held that an ILEC is obligated only to provide unbundled access to its existing network, and not to an "as yet unbuilt, superior" one. Furthermore, Qwest stated that the FCC has held that ILECs have no obligation to light fiber. (Workshop Transcript, March 21, 2001, page 74-77). Qwest contends that there are clearly situations where it is allowed to provide things to its retail end users, where it does not have to do the same for CLECs. Qwest cited as examples building transport, packet switching, and lighting dark fiber. (Workshop Transcript, March 21, 2001, page 131).
249. Qwest agreed to expand its obligation to build from DSO level loops to "facilities dedicated to an end user customer." (Workshop Transcript, March 21, 2001, page 123-126, *Exhibit 4-Qwest-93, 94*).
250. AT&T stated the position that the FCC's provision regarding construction of facilities relates only to transport, and is in that context limited to cable -- not electronics. AT&T stated that if Qwest would build for an end user retail customer, it should build UNEs for CLECs. (Workshop Transcript, March 21, 2001, page 130-133).
251. The parties declared this issue to be at **impasse**. (Workshop Transcript, March 21, 2001, page 136, 145).

252. **Workshop Issue No. 2-19** (CL2-16). WorldCom questions why SGAT § 9.19 references terms for construction for ancillary and finished services, when this section deals with access to UNEs.
253. Qwest removed from this section any references to ancillary and finished services. This issue was **closed**. (Workshop Transcript, March 21, 2001, page 110-111, 136, *Exhibit 4-Qwest-73*).
254. **Workshop Issue No. 2-20** (CL2-17). Options of underlying facilities for DS1 loops.
255. The parties agreed that this issue should be **deferred** to the loop workshoppage (Workshop Transcript, March 20, 2001, page 175-181).
256. **Workshop Issue No. 2-21** (CL2-18). If Qwest decides to build facilities under § 9.19 of the SGAT, is the facility a UNE or combination of UNEs?
257. This issue was **closed** when Qwest agreed that if it decides to build facilities under § 9.19 of the SGAT, then the facility is a UNE or combination of UNEs. (Workshop Transcript, March 22, 2001, page 31-37, 40, *Exhibit 4-Qwest-108*).
258. **Workshop Issue No. 2-22** (CL2-19). Will Qwest decide to build facilities under § 9.19 of the SGAT, if the CLEC agrees to the same prices, terms, and conditions as a retail customer?
259. Qwest stated it would not agree to build facilities under § 9.19 of the SGAT, even if the CLEC agrees to the same prices, terms, and conditions as a retail customer. Qwest sometimes builds to meet unique customer needs but there is no appropriate mechanism

for implementing such a commitment. Qwest provided modified language and the participants agreed that this issue was **closed**. (Workshop Transcript, March 22, 2001, page 37-39).

260. **Workshop Issue No. 2-23** (EEL-1). WorldCom states that § 9.23.3.7.2.7 should be deleted from the SGAT because the FCC did not limit the connection of a qualifying EEL with any tariffed service.
261. At the workshop, the parties declared this issue at **impasse**. Qwest pointed out that the FCC did limit the connection of a qualifying EEL with any tariffed service in its June 2, 2000, *Supplemental Order Clarification*, ¶ 25.
262. **Workshop Issue No. 2-24** (EEL-2). WorldCom recommends that Qwest adopt a single process for the ordering of EEL combinations.
263. Qwest agreed to develop a process for EELs (without multiplexing) to be ordered on one service. Qwest revised § 9.23.2.8.1 of the SGAT to reflect this change. The parties agreed that this issue was **closed**. (Workshop Transcript, March 21, 2001, page 116-119, 198, *Exhibit 4-Qwest-96*).
264. **Workshop Issue No. 2-25** (EEL-3). WorldCom states Qwest will not provision any EELS.
265. WorldCom stated that this concern was about past practice, and this issue was **closed**. (Workshop Transcript, March 21, 2001, page 119-120).

266. **Workshop Issue No. 2-26** (EEL-4). Parties asked for clarification that EEL is available through OC-192.
267. Qwest revised § 9.23.3.9.2 to indicate that any existing bandwidths are available, including bandwidths DS0 through OC-192, and this issue was **closed**. (Workshop Transcript, March 21, 2001, page 120-121, *Exhibit 4-Qwest-42*).
268. **Workshop Issue No. 2-27** (EEL-5). Should termination liability assessments (TLAs) apply to conversion of special access circuits to EELs?
269. AT&T asserts that until recently, EELs were not available, and, therefore, CLECs had to order the EEL equivalents as special access circuits or private lines. Because the circuits were not available as UNEs when they were purchased, TLAs should not apply when they are converted to EELs. (Workshop Transcript, March 21, 2001, page 170). AT&T would concede that TLAs should be applied if Qwest had constructed facilities. (Workshop Transcript, March 22, 2001, page 54-55).
270. Qwest disagreed, observing that until recently, it was not obligated to provide EELs as UNEs. During the time that Qwest (then U S WEST) was not obligated to provide EELs, CLECs opted to purchase them under special pricing plans as special access circuits or private lines. CLECs have had the benefit of the lower prices, and should not be allowed to avoid their contractual obligations that have resulted. (Workshop Transcript, March 21, 2001, page 171-173). The parties agreed that this issue was at **impasse**.

271. **Workshop Issue No. 2-28** (EEL-6). Can a CLEC choose to not convert existing private line or special access circuits that meet the local use restriction and qualify as EELs and connect them to UNEs?
272. Qwest did not agree to allow this, and this issue went to **impasse**. Qwest stated that it has been complying with its legal obligations, and there is no reason to waive the TLAs or to allow commingling through the connection of private line of special access circuits to UNEs. (Workshop Transcript, March 22, 2001, page 45-54).
273. CLECs expressed the opinion that the application of TLAs make it uneconomic to convert such circuits to EELs. Since Qwest did not previously provide such EELs, previous arrangements should not require conversion and should be allowed to be connected to UNEs. (Workshop Transcript, March 22, 2001, page 45-54). AT&T concurs that TLAs should be applied in situations where Qwest had constructed facilities. (Workshop Transcript, March 22, 2001, page 54-55).
274. **Workshop Issue No. 2-29** (EEL-7). If facilities are not available, and a CLEC orders facilities through a special access tariff or § 9.19, will Qwest construct it as a UNE at the special access or private line rate and with all appropriate construction charges, so that the facility can be connected to UNEs?
275. Qwest agreed that if it decides to build facilities under § 9.19 of the SGAT, then the facility is a UNE or combination of UNEs. (Workshop Transcript, March 22, 2001, page 31-37, 40).

276. Qwest did not agree to allow this for facilities purchased out of special access tariffs, and this issue went to **impasse**. Qwest contends requests for facilities under a retail tariff is inconsistent with a UNE and is deemed a commingling of services. For example, facilities that are purchased under special access tariffs would preclude the use of the same multiplexer for both UNEs and special access.
277. **Workshop Issue No. 2-31** (UNE-C-1). WorldCom asserts that Qwest's product questionnaire for UNE-combinations is too long.
278. At the workshop, Qwest presented revised and reduced amendments to the questionnaire for new products. (Workshop Transcript, March 20, 2001, page 181-182, *Exhibits 4-Qwest- 74, 75, and 76*). The parties agreed that this issue was **closed**. (Workshop Transcript, March 21, 2001, page 41-42).
279. **Workshop Issue No. 2-32** (UNE-C-2). WorldCom is concerned that after obtaining new billing account numbers (BAN) that it takes three to four weeks to load the appropriate rates into the provisioning and billing systems.
280. Qwest described a new, streamlined process for loading BANs. Ms. Stewart and Mr. Viveros presented two flow-charts that depicted the new processes. (Workshop Transcript, March 21, 2001, page 44, *Exhibits 4-Qwest-90 and 91*). Mr. Viveros described the process and explained that for amendments, new BANs could be available in 10 days. (Workshop Transcript, March 21, 2001, page 44-56). The parties agreed that this issue was **closed**. (Workshop Transcript, March 21, 2001, page 56).

281. **Workshop Issue No. 2-33** (UNE-C-3). AT&T recommends the current language be deleted in § 9.23.1.2.1, and be replaced with:

9.23.1.2.1 In no event shall Qwest require CLEC to purchase any UNE Combinations in conjunction with any other service or element. Qwest shall place no use restrictions or other limiting conditions on UNE Combinations purchased by CLEC under the terms of this Agreement.

282. At the workshop, the parties negotiated changes to this section, and they agreed that this issue was **closed**. (Workshop Transcript, February 22, 2001, page 84-88).

283. **Workshop Issue No. 2-34** (UNE-C-4). AT&T takes issue with Qwest's prohibition on combining UNEs and finished services, and its classification of Local Interconnection Service (LIS) trunks as finished services. AT&T argues that the prohibition against combining UNEs and finished services forces CLECs to build redundant networks. (Workshop Transcript, March 22, 2001, page 5-8). AT&T seeks to bundle UNEs and combine UNEs with facilities, but is confounded by the prospect of inefficiencies of building three networks to accommodate particularized billing arrangements. Accordingly, AT&T recommends SGAT § 9.23.1.2.2 be modified as follows:

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

284. Qwest argues that the FCC is reviewing the situation and it would be appropriate to wait until the FCC has promulgated rule changes regarding the prohibition of combining UNEs and finished services. (Workshop Transcript, March 21, 2001, page 58-59, and March 22, 2001, page 14). In that context, Qwest offered revised language that included a definition of finished services. (Workshop Transcript, March 20, 2001, page 184-188, *Exhibits 4-Qwest-78 and 79*). Qwest also contends that significant billing and cost recovery issues would arise if the prohibition against combining UNEs and finished services were eliminated (Workshop Transcript, March 21, 2001, page 205-215).
285. AT&T argues that the delineation point between LIS and UNEs was unclear, clouding cost recovery issues (Workshop Transcript, March 22, 2001, page 21-22). In its brief, Qwest concedes that LIS trunks can be connected to UNEs. Thus, the remaining issue is the prohibition of combining UNEs and finished services. The parties declared that issue at **impasse**.
286. **Workshop Issue No. 2-35** (UNE-C-5). WorldCom expressed concerns about the requirement to have an addendum to their interconnection agreement to order UNE-P service.
287. Qwest provided assurance that WorldCom will not be required to amend its contract to order additional UNE combinations, assuming that the interconnection agreement already contains all the individual UNE rates. Qwest added new language to § 9.23.2. This issue was **closed**. (Workshop Transcript, March 21, 2001, page 93-95, Exhibit 4-Qwest-92).
288. **Workshop Issue No. 2-36** (UNE-C-6). AT&T recommends that a new § 9.23.1.2.3 be added as follows:

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

289. Qwest agreed to add the following to § 9.23.1.2.2:

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

290. At the workshop, AT&T stated that since substantially similar language had been added by Qwest, this issue was **closed**. (Workshop Transcript, March 21, 2001, page 68).

291. **Workshop Issue No. 2-37** (UNE-C-7). AT&T recommends that § 9.23.1.3 be modified as follows:

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

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

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

293. At the workshop, AT&T stated that since substantially similar language had been added by Qwest, this issue was **closed**. (Workshop Transcript, March 21, 2001, page 71, Exhibit 4-Qwest-80).

294. **Workshop Issue No. 2-38** (UNE-C-8). AT&T recommends the following paragraph should be added to the SGAT as a new § 9.23.1.4:

9.23.1.4 CLEC and Qwest agree that the network elements identified in Section 9 are not exclusive and that pursuant to changes in FCC rules, state laws, or the Bona Fide Request process, CLEC may identify and request that the Qwest furnish additional or revised network elements to the extent required under Section 251(c)(3) of the Act and other applicable laws. Additionally, if Qwest provides any Network Element or Combination or interconnection arrangement that is not identified in this Agreement to a requesting Telecommunications Carrier including a Qwest affiliate, to its own subscribers or to any other entity, Qwest will make available the same Network Element, UNE Combination or interconnection arrangement to CLEC without CLEC being required to use the Bona Fide Request process. Failure to list a Network Element herein shall not constitute a waiver by CLEC to obtain a Network Element subsequently defined by the FCC or by the state commission. All network elements and UNE Combinations provided pursuant to this Agreement shall be provided by Qwest for the Term of this Agreement independent of any state or federal action eliminating a regulatory obligation to provide a Network Element or UNE Combination.

295. These issues have been addressed in § 9.1.1. At the workshop, AT&T stated that since substantially similar language had been added by Qwest, this issue was **closed**. (Workshop Transcript, March 21, 2001, page 71).

296. **Workshop Issue No. 2-39** (UNE-C-9). AT&T proposes that the following language be included as § 9.23.1.5:

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

297. At the workshop, AT&T stated that since substantially similar language had been added by Qwest, this issue was **closed**. (Workshop Transcript, March 21, 2001, page 71).

298. **Workshop Issue No. 2-40** (UNE-C-10). AT&T proposes that the following paragraph be added as § 9.23.1.6:

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

299. At the workshop, AT&T stated that since substantially similar language had been added by Qwest, this issue was **closed**. (Workshop Transcript, March 21, 2001, page 71).

300. **Workshop Issue No. 2-41** (UNE-C-11). AT&T proposes the following language to be added as a new § 9.23.1.7:

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

301. Qwest has agreed to charge cost-based nonrecurring charges to recover its costs in combining elements. Qwest has added clarifying language to the SGAT, and the parties agreed that this issue was **closed**. (Workshop Transcript, March 21, 2001, page 80-81, *Exhibit 4-Qwest-81*).

302. **Workshop Issue No. 2-42** (UNE-C-12). AT&T recommends the following paragraph be added to the SGAT:

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

303. At the workshop, AT&T stated that since substantially similar language had been added by Qwest, this issue was **closed**. (Workshop Transcript, March 21, 2001, page 81).

304. **Workshop Issue No. 2-43** (UNE-C-13). AT&T offers that the SGAT should be rewritten to eliminate any ambiguity that UNE-P and UNE-Combinations are limited to pre-existing or combined UNEs or any types of combinations.

305. Qwest revised the SGAT to remove any reference to “pre-existing” combinations, and this issue was **closed**.
306. **Workshop Issue No. 2-44** (UNE-C-14). WorldCom recommends § 9.23.3.13 be modified to provide that CLECs will be billed at the UNE rate when the conversion to UNEs is scheduled, and not until all UNEs making up a combination are provisions.
307. Qwest clarified § 9.23.3.13. This issue was **closed**. (Workshop Transcript, March 21, 2001, page 93).
308. **Workshop Issue No. 2-45** (UNE-C-15). WorldCom expressed concern that it will be required to ask for an amendment of its contract to order combinations different than the SGAT identified standard products.
309. Qwest apprised WorldCom that a CLEC will not be required to amend its contract to order additional UNE combinations, assuming that the interconnection agreement already contains all the individual UNE rates. Qwest added new language to § 9.23.2. This issue was **closed**. (Workshop Transcript, March 21, 2001, page 93-94, *Exhibit 4-Qwest-92*).
310. **Workshop Issue No. 2-46** (UNE-C-16). AT&T urged Qwest to develop a product called CLEC Loop Termination, which is the combination of switch port and shared transport.
311. At the workshop, AT&T stated that since substantially similar language had been added by Qwest, this issue was closed. (Workshop Transcript, March 21, 2001, page 82-83).
312. **Workshop Issue No. 2-47** (UNE-C-17). AT&T suggests that Qwest develop unspecified products involving UNE combinations with transport and dark fiber.

313. At the workshop, AT&T stated that since substantially similar language had been added by Qwest, this issue was **closed**. (Workshop Transcript, March 21, 2001, page 82-83).
314. **Workshop Issue No. 2-48** (UNE-C-18). Forecasting of UNE Combinations – SGAT § 9.23.3.14 is among general forecasting issues regarding UNEs **deferred** to the forecasting workshoppage
315. Qwest agreed to remove this section from the SGAT. The general forecasting issues regarding UNEs was deferred to the forecasting workshoppage (Workshop Transcript, March 21, 2001, page 82-84).
316. **Workshop Issue No. 2-49** (UNE-C-19). Whether Qwest can Condition Combining UNEs on the Availability of Facilities – SGAT § 9.23.3.14. (Workshop Transcript, March 21, 2001, page 78-79). This issue is similar to Issue CL2-15, which also reached **impasse**, and will be briefed together.
317. **Workshop Issue No. 2-50** (UNE-C-20). AT&T's Proposed Indemnity Language – SGAT § 9.23.3.1.
318. AT&T proposed that indemnity language be added to this section. The parties agreed to handle this issue the same as CL2-5b, and **defer** the issue to the General Terms and Conditions Workshoppage (Workshop Transcript, March 21, 2001, page 146).
319. **Workshop Issue No. 2-51** (UNE-C-21). Whether Loops + Multiplexing are Subject to the Local Use Restriction – SGAT § 9.23.3.1.

320. In its brief, Qwest concedes this issue. Qwest has agreed that the local use requirement does not apply to combinations of loops and multiplexing. Qwest will add the following language to § 9.23.3.7.1:

The significant amount of local use requirement does not apply to combinations of Loop and multiplexing when the high-side of the multiplexer is connected via an ITP to CLEC Collocation.

321. **Workshop Issue No. 2-52** (UNE-C-22). Interface Types Available.

322. This issue was **closed** when Qwest agreed to add language to § 9.6.1.1 referring to the interfaces listed in the UDIT technical publication, and to add to the UDIT technical publication the table of interfaces from the SONET technical publication. (Workshop Transcript, March 21, 2001, page 168-170).

323. **Workshop Issue No. 2-53** (UNE-P-1). Availability of UNE-P Combinations in Certain High-Density Wire Centers.

324. WorldCom stated that in light of the fact that Qwest had changed its policies so that Qwest will voluntarily provide UNE-P Combinations in those situations where it is not required to provide UNE-Switching, this issue could be **closed**. (Workshop Transcript, February 22, 2001, page 148-149).

325. **Workshop Issue No. 2-54** (UNE-P-2). Availability of UNE-P Line-Splitting.

326. WorldCom notes that the SGAT does not contain a provision for UNE-P Line-Splitting. The parties agreed to **defer** this issue to the loop workshop page (Workshop Transcript, February 22, 2001, page 149).

327. **Workshop Issue No. 2-55** (UNE-P-3). Branding of Directory Assistance and Operator Services.
328. WorldCom stated that the following changed SGAT language met its concerns:
- 9.23.3.11.2 If Qwest provides and CLEC accepts operator services, directory assistance, and intraLATA long distance as a part of the basic exchange line, it will be offered with standard Qwest branding. CLEC is not permitted to alter the branding of these services in any manner when the services are a part of the UNE-P line without the prior written approval of Qwest. However, at the request of CLEC and where technically feasible, Qwest will rebrand operator services and directory assistance in CLEC's name, in CLEC's choice of name, or in no name in accordance with terms and conditions set forth in this Agreement.
329. The parties agreed that this issue was **closed**. (Workshop Transcript, February 22, 2001, page 150).
330. **Workshop Issue No. 2-56** (UNE-P-4). Collection of TLA in Conversions to UNE Combinations.
331. WorldCom suggested the provision should be stricken from the SGAT and replaced with language that TLAs are governed by the appropriate tariff or agreement. Qwest agreed and revised § 9.23.3.12 The parties agreed that this issue was **closed**. (Workshop Transcript, March 20, 2001, page 24-27).
332. **Workshop Issue No. 2-57** (UNE-P-5). Pricing for Unbundled Elements and Combinations.
333. The parties agreed that this issue would be **deferred** to the cost docket, and it was **closed** for the purposes of this workshop page (Workshop Transcript, February 22, 2001, page 162).

334. **Workshop Issue No. 2-58** (UNE-P-6). Listing Information from CLECs – SGAT § 9.23.5.5
335. Section 9.23.5.5 of the SGAT provided:
- CLEC shall provide Qwest with complete and accurate end user customer listing information for Directory Assistance, Directory Listings, and 911 Emergency Services for all end-user customers served by UNE Combinations.
336. WorldCom expressed concern that for many conversions, it did not supply testing information. (Workshop Transcript, February 22, 2001, page 163). The parties engaged in lengthy discussions regarding who had the responsibility to verify the accuracy of listings. (Workshop Transcript, March 20, 2001, page 27-47, 50-57). The parties agreed that this issue was **closed** when they concurred on revised language. (Workshop Transcript, March 20, 2001, page 52-57, 81, *Exhibit 4-Qwest-86*)
337. **Workshop Issue No. 2-59** (UNE-P-7). Availability of AIN Features with UNE-P-POTS – SGAT § 9.23.3.2
338. Qwest indicated that it had changed this section to provide that all compatible, vertical features are available, and Qwest removed the words “retail and/or resale.” The parties agreed that this issue was **closed**. (Workshop Transcript, February 23, 2001, page 3-5).
339. **Workshop Issue No. 2-60** (UNE-P-8). Availability of Features with UNE-P-PBX – SGAT § 9.23.3.3.

340. Qwest indicated that it had changed this section to provide that all compatible, vertical features are available, and Qwest removed the words “retail and/or resale.” The parties agreed that this issue was **closed**. (Workshop Transcript, February 23, 2001, page 3-5).
341. **Workshop Issue No. 2-61** (UNE-P-9). Availability of Features with UNE-P-DSS – SGAT § 9.23.3.4.
342. Qwest indicated that it had changed this section to provide that all compatible, vertical features are available, and Qwest removed the words “retail and/or resale.” The parties agreed that this issue was **closed**. (Workshop Transcript, February 23, 2001, page 3-5).
343. **Workshop Issue No. 2-62** (UNE-P-10). Availability of Features with UNE-P-ISDN – SGAT § 9.23.3.5.
344. Qwest indicated that it had changed this section to provide that all compatible, vertical features are available, and Qwest removed the words “retail and/or resale.” The parties agreed that this issue was **closed**. (Workshop Transcript, February 23, 2001, page 3-5).
345. **Workshop Issue No. 2-63** (UNE-P-11). Availability of Features with UNE-P-Centrex – SGAT § 9.23.3.6.
346. Qwest indicated that it had changed this section to provide that all compatible, vertical features are available, and Qwest removed the words “retail and/or resale.” The parties agreed that this issue was **closed**. (Workshop Transcript, February 23, 2001, page 3-5).
347. **Workshop Issue No. 2-64** (UNE-P-12). New Suggested UNE-P Combinations.

348. At the workshop, Qwest observed that, at paragraph 330 of the *SBC Texas Order*, the FCC clearly stated that ILECs need not provide DSL services to UNE-P customers of CLECs. For these reasons, Qwest declines to offer to CLECs UNE-P Combinations with xDSL service, or to offer stand-alone resale of Megabit service. The parties agreed that this issue was **deferred** to the line-splitting workshop page (Workshop Transcript, February 23, 2001, page 11-13).
349. **Workshop Issue No. 2-65** (UNE-P-13). Conversion of CLEC's Resale End User Customers to UNE-P Combinations – SGAT § 9.23.3.13.
350. Qwest agreed to modify the SGAT as follows:
- 9.23.3.13 For installation of new UNE Combinations, CLEC will not be assessed UNE rates for UNEs ordered in combination until access to all UNEs that make up such combination have been provisioned to CLEC as a combination, unless a UNE is not available until a later time and CLEC elects to have Qwest provision the other elements before all elements are available. For conversions of existing resold services to UNE-P Combinations, CLEC will be billed at the UNE-P rate, and billing at the resold rate will cease, on the due date scheduled for the conversion, so long as the due date of the conversion was a standard or longer interval, unless CLEC has caused or requested a delay of the conversion.
351. At the workshop, the parties agreed that this issue was **closed**. (Workshop Transcript, February 23, 2001, page 13).
352. **Workshop Issue No. 2-66** (UNE-P-14). Changes in Service Provider – SGAT § 9.23.5.6.
353. The parties agreed that this issue was **closed** when Qwest agreed to add:

Qwest will not provide CLEC or Qwest retail operations or personnel with the name of the other service provider selected by the end user customer. (Workshop Transcript, March 20, 2001, page 48-50, *Exhibit 4-Qwest-86*).

354. **Workshop Issue No. 2-67** (UNE-P-15). Availability of UNE-P at Market-Based Switching Rates – SGAT § 9.23.3.18.
355. During the workshop, Qwest announced that, in Zone 1 of the top 50 MSAs, it will make UNE-P available at market-based switching rates. The parties agreed that this issue was **closed**. (Workshop Transcript, February 23, 2001, page 25-26).
356. **Workshop Issue No. 2-68** (UNE-P-16). Price of Lines 1-3 in Zone 1 of top 50 MSAs after CLEC customer adds a 4th line.
357. At the workshop, Qwest stated that after a CLEC customer adds a fourth line, lines 1 to 3 are billed at the market-based rate. CLECs asserted that lines 1 to 3 should be billed at UNE rates and this issue reached **impasse**.

6. Staff Compliance Assessment

358. The technical discussions held during Workshop 4 concerning nondiscriminatory access to the unbundled network elements that were addressed in this workshop were exhaustive and thorough, with each participant having ample opportunity to raise their issues and have them thoroughly discussed. Additionally, extensive testimony and comments were filed to add to the record of this investigatory proceeding.
359. The primary focus of the workshop was to address the terms and conditions of Qwest's SGAT to assess the adequacy of Qwest's concrete and specific legal obligation to provide

nondiscriminatory access to unbundled network elements in accordance with the requirements of the Act and the FCC. The workshop discussions provided Staff the opportunity to hear in detail the positions of the participants regarding the multitude of issues that arose and to evaluate the appropriateness of compromises that were crafted to resolve disagreements by consensus of the participants. There should be no question that the terms and conditions of Qwest SGAT were thoroughly and rigorously reviewed.

360. For the previously described issues in dispute that reached impasse, briefs were filed by Qwest, AT&T, WorldCom, and Covad. These briefs and other information, as may be requested by the Commission, will be considered and the impasse issues will be resolved by the Commission through the dispute resolution process ordered by the Commission in this docket. The Commission's decisions to resolve the issues in dispute will be incorporated into the subsequent Volume IVA in this series of Staff reports.
361. Subject to the Commission's resolution of the issues in dispute (which will reveal the Commission's decision regarding what is required for compliance regarding these issues) and a demonstration that those decisions have been implemented, Staff's assessment is that the terms and conditions of Qwest's SGAT otherwise meet the requirements of the Act and the FCC with regard to the provision of nondiscriminatory access to unbundled network elements to competitors. This assessment is based upon the testimony, comments, exhibits submitted, and workshop discussion. The SGAT, as to its terms and conditions, demonstrates Qwest's concrete and specific legal obligation to furnish interconnection and collocation.

362. Except for the impasse issues, the terms and conditions of Qwest's SGAT regarding access to unbundled network elements are not otherwise disputed by participants.
363. The determination of whether the SGAT rates for unbundled network elements are just and reasonable will be made by the Commission in the companion cost docket proceeding (Docket No. 99A-577T).
364. Qwest must also demonstrate that it currently furnishes, or is ready to furnish, access to unbundled network elements in quantities that competitors may reasonably demand and at an acceptable level of quality. To assess Qwest's current performance, this Commission will rely on the results of the ROC OSS Test and other evidence, including Colorado-specific commercial usage experience of competitors, that may be brought to the Commission's attention.
365. Staff will provide its assessment of Qwest's actual performance with respect to unbundled network elements at such time as the ROC OSS Test results and any other evidence are incorporated into this proceeding.

B. CHECKLIST ITEM NO. 5 – ACCESS TO UNBUNDLED LOCAL TRANSPORT

1. FCC Requirements

366. Section 271(c)(2)(B)(ii) of the Act requires Bell Operating Companies (BOCs) to establish that they provide or offer to provide “nondiscriminatory access to network elements in accordance with §§ 251(c)(3) and 252(d)(1).”
367. Section 271(c)(1)(B)(v) states that the BOC must provide “[l]ocal transport from the trunk side of a wireline local exchange carrier switch unbundled from switching or other services.” In its *UNE Remand Order*, ¶¶ 325-330, the FCC expanded the scope of interoffice facilities to include dark fiber¹⁴ and reaffirmed and clarified the ILEC’s obligation to provide dedicated interoffice facilities at all technically feasible capacities.
368. The FCC reaffirmed that the definition of dedicated transport “includes all technically feasible capacity-related services such as DS1-DS3 and OC3-OC96 dedicated transport services.” *Id.* at ¶ 323. It also stated that it was modifying its definitions “to clarify that incumbent LECs must unbundle DS1 through OC192 dedicated transport offerings and such higher capacities as evolve over time.” *Id.* at ¶ 324. The ILECs also have to provide unbundled access to ring transport architectures.
369. The FCC, however, did not require ILECs “to construct new [dedicated] transport facilities to meet specific competitive LEC point-to-point demand requirements for facilities that the incumbent LEC has not deployed for its own use.

¹⁴ Dark fiber is being addressed in the emerging services workshop, and it will not be addressed in these comments. However, when discussing interoffice facilities, one should not forget that the obligation includes dark fiber.

370. Shared transport are facilities “shared by more than one carrier, including the incumbent LEC, between end office switches, between end office switches and tandem switches, and between tandem switches, in the incumbent LEC network.”¹⁵ The ILEC must also provide the “use of the features, functions, and capabilities of interoffice transmission facilities shared by more than one customer or carrier.”¹⁶ A carrier “that uses its own self-provisioned switch, rather than unbundled local switches obtained from an incumbent LEC, to provide local exchange and exchange access service would use dedicated transport facilities to carry traffic between its network and the incumbent LEC’s network.”¹⁷ The FCC noted that the definition does not require the ILEC to provide shared transport between ILEC switches and serving wire centers,¹⁸ and from an end office to an end user.¹⁹

371. The FCC has defined dedicated transport as Qwest transmission facilities dedicated to a particular customer or carrier that provide telecommunications between wire centers owned by Qwest or CLECs or between switches owned by Qwest or CLECs.²⁰ As recently as the *SBC Texas Order*, the FCC restated the specific obligations of the BOCs, such as Qwest:

A BOC has the following obligations with respect to dedicated transport: (a) provide unbundled access to dedicated transmission facilities between BOC central offices or between such offices and serving wire centers (SWCs); between SWCs and interexchange carriers points of presence (POPs); between tandem switches and SWCs, end offices or tandems of the BOC, and the wire centers of BOCs and requesting carriers; (b)

¹⁵ 47 C.F.R. § 51.319(d)(1)(C).

¹⁶ *Id.*, § 51.319 (d)(2)(A). *See also id.*, § 51.319(d)(2)(B).

¹⁷ *UNE Remand Order*, ¶ 369, n.731.

¹⁸ *Id.*, ¶ 370.

¹⁹ *Id.*, ¶ 370, n.732.

²⁰ *Id.* The FCC has modified the definition of dedicated transport to include dark fiber. Qwest has identified dark fiber as a separate UNE, and AT&T provided comments regarding dark fiber in another workshopage

provide all technically feasible transmission capabilities such as DS1, DS3 and Optical Carrier levels (e.g. OC-3/12/48/96) that the competing carrier could use to provide telecommunications; (c) not limit the facilities to which dedicated interoffice transport facilities are connected, provided such interconnections are technically feasible, or restrict the use of unbundled transport facilities; and (d) to the extent technically feasible, provide requesting carriers with access to digital cross-connect system functionality in the same manner that the BOC offers such capabilities to interexchange carriers that purchase transport services.²¹

372. The FCC has defined shared transport as transmission facilities shared by more than one carrier, including a BOC, between end office switches, between end office switches and tandem switches, and between tandem switches, in the BOC's network.²² Specifically, the FCC has determined that Qwest has the following obligations with respect to shared transport:

(a) Provide shared transport in a way that enables the traffic of requesting carriers to be carried on the same transport facilities that BOC uses for its own traffic; (b) provide shared transport transmission facilities between end office switches, between end office and tandem switches, and between tandem switches in its network; (c) permit requesting carriers that purchase unbundled shared transport and unbundled switching to use the same routing table that is resident in the BOC's switch; and (d) permit requesting carriers to use shared (or dedicated) transport as an unbundled element to carry originating access traffic from, and terminating to, customers to whom the requesting carrier is also providing local exchange service.²³

²¹ *Application by SBC Communications, Inc.; Southwestern Bell Telephone Company; and Southwestern Bell Communications Services, Inc., d/b/a Southwestern Bell Long Distance, Pursuant to Section 271 of the Telecommunications Act of 1996 to Provide In-Region, InterLATA Services in Texas*, CC Docket No. 00-65, Memorandum Opinion and Order, FCC 00-238 (rel. June 30, 2000) (*SBC Texas Order*), ¶ 331, n. 920, citing *BellSouth Louisiana II Order*, 13 FCC Rcd 20719. See also *Local Competition Order*, ¶ 440. The *Local Competition Order* describes dedicated transport as providing:

"... incumbent LEC transmission facilities dedicated to a particular customer or carrier that provide telecommunications between wire centers owned by incumbent LECs or requesting telecommunications carriers, or between switches owned by incumbent LECs or requesting telecommunications carriers."

²² *SBC Texas Order*, ¶ 331.

²³ *Id.*, n.921.

2. Qwest's Position

373. On October 27, 2000, Qwest's witness, Karen A. Stewart, filed an affidavit concerning Qwest's compliance with Checklist Item No. 5. *Exhibit 4-Qwest-1*.
374. Ms. Stewart testified that § 9.6.1.1 Qwest's SGAT specifically offers both dedicated and shared transport:

Unbundled Dedicated Interoffice Transport (UDIT) provides CLEC with a network element of a single transmission path between two Qwest Wire Centers in the same LATA and state. Extended Unbundled Dedicated Interoffice Transport (EUDIT) provides CLEC with a bandwidth specific transmission path between the Qwest Serving Wire Center to CLEC's Wire Center or an IXC's point of presence located within the same Qwest Serving Wire Center area.

Shared Transport is defined as interoffice transmission facilities shared by more than one carrier, including Qwest, between end office switches, between end office switches and tandem switches, and between tandem switches. *Id.* at page 31.

Ms. Stewart testified that Qwest is currently providing UDITs to six CLECs in Colorado.

The unbundled transport quantities as of August 31, 2000, are as follows:

UDIT Type	Quantity
DSO	0
DSI	9
DS3	45

Ms. Stewart testified that specifications, interfaces and parameters are described in Technical Publication 77389.5. In addition, the IRRG provides CLECs with additional product information. CLECs can access the IRRG at URL:

<http://www.uswest.com/wholesale/>. *Id.* at pages 31-32.

375. Ms. Stewart testified that Qwest provides unbundled access to dedicated transmission facilities between Qwest end offices or between Qwest end offices and CLEC end offices. Qwest provides interoffice facilities between its end offices and serving wire centers (SWC), its SWCs and IXC POPs, its tandem switches and SWCs, and between its end offices or tandems and the wire centers of Qwest and requesting carriers. Because of historical pricing policies, dedicated transport is separated into two cost-based pricing arrangements. UDIT is a distance-sensitive, flat-rated bandwidth-specific interoffice transmission path designed to a DSX in each Qwest Wire Center. Extended Unbundled Dedicated Interoffice Transport (EUDIT) provides CLEC with a bandwidth specific transmission path between the Qwest Serving Wire Center to CLEC's Wire Center or an IXC's point of presence located within the same Qwest Serving Wire Center area. EUDIT is a flat-rated, bandwidth-specific interoffice transmission path. Exhibit KAS-7 provides a diagram of UDIT and EUDIT. UDIT's two components are priced differently to reflect the way costs are recovered.

According to Ms. Stewart, the SGAT, for example, offers unbundled dedicated interoffice transport between Qwest end offices, serving wire centers or tandem switches in the same LATA and state.²⁴ EUDITs and UDITs are available in DS1 through OC-192 bandwidths and such higher capacities as evolve over time where facilities are available. UDIT is also available in DS0 bandwidth.

²⁴ SGAT at § 9.6.1

Ms. Stewart testified that, in another state, CLECs questioned whether multiplexing is optional. Qwest has modified §§ 9.6.1.2 and 9.6.2.2 to clarify that multiplexing is optional. *Id.* at pages 32-33.

376. Ms. Stewart testified that Qwest provides shared transport in Colorado, as described in the SGAT.²⁵ Shared transport allows CLECs to utilize the same routing tables and to share the exact interoffice transmission facilities that Qwest utilizes for itself. The shared transport facilities connect Qwest end office switches with other Qwest end office switches and/or with Qwest tandem switches for the delivery of traffic within the local calling area. A CLEC may not mix UDIT and shared transport for interoffice trunking in the same local calling area.

Ms. Stewart explained that shared transport is a product available only in conjunction with unbundled switching. The FCC in its Third Report and Order recognized this limitation:

A requesting carrier that uses its own self-provisioned local switches, rather than unbundled local switches obtained from an incumbent LEC, to provide local exchange and exchange access services would use dedicated transport facilities to carry traffic between its network and the incumbent LEC's network. Thus, the only carrier that would need shared transport facilities would [be] one that was using an unbundled local switch.²⁶

Ms. Stewart testified that shared transport provides CLECs that serve their customers via unbundled switching, a means of transporting traffic from their customers to distant end offices or interexchange carriers. Each CLEC call uses the same routing table as used for Qwest calls. Therefore, the CLEC call uses the identical transport facilities that are available to Qwest calls. *Id.* at pages 33-34.

²⁵ SGAT at § 9.8-9.8.1

²⁶ *Third Interconnection Order*, n.127.

377. The CLEC also can choose custom routing to direct their end user's operator services and/or directory assistance calls in a different manner than Qwest routes its own operator services and directory assistance calls. For this application, the CLEC provides Qwest the information necessary for Qwest to create a custom routing table that is programmed within the Qwest central office switch. The FCC defined custom routing in its First Interconnection Order:

Customized routing will enable a competitor to direct particular classes of calls to particular outgoing trunks, which will permit a new entrant to self-provide, or select among other providers of, interoffice facilities, operator services, and directory assistance.²⁷

According to Ms. Stewart, the Qwest SGAT provides for customized routing that enables CLECs to self-provide, or select among other providers, operator and/or DA services.²⁸ This combination of shared transport for local calls on the Qwest network, and the opportunity to custom route to unique providers for DA and operator services, provides a CLEC with the additional flexibility envisioned by the FCC. Customized routing is a software function of the switch that may be ordered with unbundled switching or resale applications. Due to the complexity of developing and installing line class codes to support custom routing, the service is provided on an individual case basis (ICB) in the SGAT.

Just as with Qwest's retail customers, when a CLEC customer originates a call routed to an interexchange carrier, the only portion of the Qwest interoffice network that is

²⁷ *First Interconnection Order*, at ¶ 418.

²⁸ SGAT at § 9.23.3.9.1

available via shared transport is the facility from the Qwest end office to the Qwest access tandem. Facilities dedicated to an interexchange carrier's use, such as a direct facility from the Qwest end office or tandem to the interexchange carrier's point of presence, are not part of shared transport. This is consistent with the FCC findings for shared transport:

On reconsideration, we further clarify that incumbent LECs are not required to provide shared transport between incumbent LEC switches and serving wire centers. We stated above that shared transport must be provided between incumbent LEC switches. Serving wire centers are merely points of demarcation in the incumbent LEC's network, and are not points at which traffic is switched. Traffic routed to a serving wire center is traffic dedicated to a particular carrier. We thus conclude that unbundled access to the transport links between incumbent LEC switches and serving wire centers must only be provided by incumbent LECs on a dedicated basis.²⁹ *Id.* at pages 34-36.

378. Shared transport is billed on a minute-of-use basis in accordance with § 252(d)(1). The CLEC will receive daily usage reports to facilitate meeting the needs of its end users.

9.8.3 Rate Elements

9.8.3.1 Shared Transport will be billed on a minute-of-use basis in accordance with the rates described in Exhibit A. *Id.* at page 36.

379. Ms. Stewart explained that, in other workshops, AT&T has expressed concerns that the SGAT language regarding shared transport does not capture certain legal requirements. Qwest agreed to add the following FCC language as § 9.8.2.3:

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

- a) Provide shared transport in a way that enables the traffic of CLEC to be carried on the same transport facilities that west uses for its own traffic;

- b) Provide shared transport transmission facilities between end office switches, between end office and tandem switches, and between tandem switches in its network;
- c) Permit CLEC that purchases unbundled shared transport and unbundled switching to use the same routing table that is resident in Qwest's switch;
- d) Permit CLEC to use shared (or dedicated) transport as an unbundled element to carry originating access traffic from, and terminating to, customers to whom the CLEC provide local exchange service. *Id.* at page 36.

380. Ms. Stewart attached to her testimony a flowchart that delineates the tasks performed by Qwest personnel in order to provide unbundled transport. *Id.* at page 37.

381. Ms. Stewart testified that, in Arizona, AT&T expressed concerns that CLECs may be required to perform connections between UDIT and EUDIT if they are ordered in combination. To address those concerns, Qwest added the following language to § 9.6.2.1:

To the extent that CLEC is ordering access to a UNE Combination, Qwest will perform requested and necessary cross-connections between UNEs. *Id.* at page 37.

382. According to Ms. Stewart, when the CLEC purchases unbundled switching and shared transport, the CLEC calls follow the same transmission path as Qwest's traffic. Thus, shared transport is the same service that Qwest provides to itself. Since Qwest can

²⁹ *Third Interconnection Order*, at ¶ 29.

provide switched services over its shared network today, this provides evidence that it is able to provision shared transport to CLECs. *Id.* at page 37.

383. Ms. Stewart testified that Qwest is operationally prepared to offer UDIT and shared transport. In addition to the live experience of installing UDITs in Colorado, the ROC OSS Test is evaluating Qwest's ability to provision UDIT. Qwest has also conducted testing of the provisioning systems in combination with unbundled switching. *Id.* at pages 37-38.

384. Ms. Stewart also testified that Qwest maintains unbundled transport in Colorado utilizing defined maintenance flows. Maintenance and repair of dedicated and shared transport facilities are the sole responsibility of Qwest. *Id.* at page 38.

385. Ms. Stewart explained that the parties in the ROC proceeding have agreed that Qwest should track nine different performance measurements for dedicated unbundled transport. These measurements concern either the installation/provisioning of DS1 and above DS1 UDITs or the repair/maintenance of these facilities. The agreed-upon measurements are listed in the table below. *Id.* at pages 38-39.

	Indicator Number	Checklist Item No. 5 Performance Indicator
1	OP-3	Installation Commitments Met
2	OP-4	Installation Interval
3	OP-5	New Service Installation Without Trouble Reports for 30 Days After Installation (replaces OP-14 as of 1-1-2000)
4	OP-6	Delayed Days
5	MR-5	Out of Service Cleared within 4 Hours (designed repair process)
6	MR-6	Mean Time to Restore
7	MR-7	Repair Repeat Report Rate
8	MR-8	Trouble Rate
9	MR-10	Customer Related Trouble Reports

386. Ms. Stewart testified that, as of August 31, 2000, Qwest has provisioned 9 DS1 UDIT orders and 45 orders for DS3 UDITs in Colorado, and that this limited volume over two product categories and several reporting periods produced inconclusive performance results data. *Id.* at page 39.

3. Competitors' Positions

387. AT&T and WorldCom filed comments concerning Checklist Item No. 5 on January 16, 2001. These were the only comments filed prior to the February 20, 2001, start of Workshop 4.

388. In its initial comments (*Exhibit 4-ATT-13*), AT&T claimed that Qwest fails to provide unbundled dedicated transport as required. *Exhibit 4-ATT-13* at page 32.

389. In § 9.6.1 of the SGAT, Qwest defines dedicated transport. AT&T stated that the definition needs to identify all the permissible routes (*e.g.*, between central offices, tandems of the BOC) and all feasible transmission capabilities (*e.g.*, OC48 and OC192). AT&T acknowledged that Qwest made some of the same modifications to the SGAT in Colorado as it has made elsewhere. AT&T stated that it expects that these issues will be settled quickly in Colorado. *Id.*

390. AT&T stated that § 9.6.1.1 creates an unwarranted and artificial distinction between dedicated transport provided between two Qwest wire centers (UDIT) and dedicated transport provided between a Qwest wire center and a CLEC wire center or IXC POPAGE. According to AT&T, the FCC makes no such distinction, and there is no legal authority permitting Qwest to make such a distinction. Under Qwest's dedicated

transport regime, instead of ordering one UNE to get from a CLEC wire center to a Qwest wire center, the CLEC will usually need to order two UNEs, UDIT, and EUDIT. AT&T presumed that all CLECs must order each UDIT and EUDIT element separately, even though they may be for transport of the same traffic. AT&T alleged that each CLEC must pay twice for this transport, and that this requirement is unreasonable and discriminatory. *Id.* at pages 32 and 33.

391. In § 9.6.1.2, Qwest describes an “Unbundled Multiplexer” that is “offered as a stand-alone element associated with UDIT.” AT&T stated that Qwest’s SGAT was not precisely clear whether this multiplexer is required as a part of a CLEC’s access to dedicated transport as a UNE. AT&T stated that the parties have had an extensive discussion of this issue in another jurisdiction. AT&T’s concern was that if an unbundled multiplexer was required, the requirement would be directly contrary to applicable law, which prohibits Qwest from limiting what facilities Qwest dedicated interoffice transport may be connected to.³⁰ Multiplexing in this context should be offered as an option available to CLECs, and AT&T recognized that Qwest’s most recent proposal appears to make clear that this is an option. Nonetheless, AT&T asserted that Qwest should clarify whether it is being offered as a UNE under the SGAT, as the plain language of § 9.6.1.2 suggests, or, if it is not being offered as a UNE, explain why it is not a UNE. *Id.* at pages 33 and 34.

³⁰ *SBC Texas Order*, ¶ 331, n. 920.

392. AT&T stated that, when offered as an option, Qwest should add SONET add/drop multiplexing to § 9.6.1.2. It is a common need to go from SONET transport (OC3 or OC12, for example) to DS3. The CLEC needs to have the option to order this type of multiplexing. Qwest should modify and/or reorganize this provision to provide for greater clarity and allow SONET add/drop multiplexing as an option. *Id.* at page 34.
393. Sections 9.6.2.1 and 9.6.2.2 require the CLEC to provide its own regeneration for transmission facilities. AT&T stated that Qwest should deliver dedicated transport to the CLEC with the appropriate template signal, whether it be DS0, DS1, DS3, or OCn. AT&T stated that Qwest must amend these sections to eliminate the requirement that a CLEC order or provide regeneration and add an affirmative statement to the SGAT that requires Qwest to deliver transport with the proper template signal. *Id.* at page 34.
394. Section 9.6.2.1 states that the CLEC is responsible for cross-connections between UDIT and EUDIT. AT&T did not agree that there is a distinction between UDIT and EUDIT, and stated that there should not be the requirement for the CLEC to perform cross-connection between them. Cross-connection cannot be a requirement between UDIT and EUDIT. *Id.* at pages 34 and 35.
395. Section 9.6.2.3 requires the CLEC to have collocation at both ends of UDIT, except for pre-existing combinations provided as combinations. AT&T stated that this requirement is unreasonable and discriminatory and suggested that this section be deleted. *Id.* at page 35.
396. In § 9.6.2.5, Qwest states that dedicated transport at rates above DS1 will be provided via an optical interface at the location requested by the CLEC. AT&T assumed that the

section means that an optical interface will be provided at the CLEC wire center or IXC POP side of the dedicated transport, not at the Qwest wire center side. According to AT&T, this is not appropriate. If the CLEC orders DS3 dedicated transport, Qwest should provide a DS3 templated signal at both ends. AT&T suggested that this section should be deleted. *Id.*

397. Section 9.6.2.6 requires the CLEC to provide space for Qwest equipment in the CLEC wire center for the terminating end of the dedicated transport. According to AT&T, Qwest's use of space in a CLEC wire center is collocation of Qwest equipment. Qwest does not offer here, nor in the interconnection section, to compensate the CLEC for collocation of Qwest's equipment. *Id.*
398. Section 9.6.3 lists rate elements for dedicated transport. AT&T stated that Qwest must confirm that the many rate elements for dedicated transport all will be addressed in the cost docket. The cost docket should address not only the prices for the elements; it also should address the appropriateness and application of each element in various configurations. *Id.* at page 36.
399. Section 9.8 of the SGAT is the provision Qwest relies on to satisfy its requirement to provide access to shared transport. AT&T stated that, although the section is understandably brief, this section should be revised to more closely track the requirements of the FCC. Specifically, § 9.8 should include an affirmation of the requirement that CLEC traffic shall use the same routing table resident in Qwest's switch and that this element may carry originating and terminating access traffic from, and to,

customers to whom the requesting carrier is also providing local exchange service. *Id.* at pages 36 and 37.

400. Qwest identifies an “Unbundled Customer Controlled Rearrangement Element” as an element in § 9.9. AT&T stated that UCCRE does not appear on the FCC’s national list of UNEs, nor has the Commission separately identified it as an element. Without further clarification of the nature and purpose of the UCCRE, AT&T was unable to offer detailed comments on it. AT&T requests that Qwest provide a more detailed description of the UCCRE and the purpose for including it in the SGAT. AT&T was concerned that the SGAT may be construed to require CLECs to utilize the UCCRE as the sole means to access all the features or function of a UNE or to combine UNEs. *Id.* at pages 50 and 51.
401. WorldCom filed the affidavit of Michael Beach on January 16, 2001. (*Exhibit 4-WCom-10*). The first issue addressed by WorldCom is that Qwest has created two different services, one Qwest calls UDIT and the other EUDIT. These are described in § 9.6 of the SGAT. WorldCom believes it inappropriate and unnecessarily confusing for Qwest to try to create such a distinction. *Exhibit 4-WCom-10* at page 8.
402. WorldCom disagreed that the distinction is a valid issue of pricing. UDIT, Qwest stated, was unbundled dedicated transport that connects between two Qwest central offices and is proposed to have a distance sensitive price structure. EUDIT, on the other hand, is proposed to have a non-distance sensitive rate structure that Qwest describes as similar to the “entrance facility” or “channel termination” contained in its access or private line tariffs. Mr. Beach testified that Qwest’s own examples of the Access and Private Line Tariffs prove that the distinction is not legitimate. Both of these types of tariffs include

products that may include either distance sensitive or non-distance sensitive rate elements, or both. For example, a dedicated special access service may include both a flat rated “entrance facility” element and a distance sensitive “transport” rate element in the total price for the service. *Id.* at pages 8 and 9.

403. Mr. Beach stated that, even if Qwest’s proposed rates structure for the elements of Unbundled Dedicated Transport were accepted, there should be no problem describing the different rate elements that would apply without attempting to create separate service classifications, just as has been done for other types of unbundled elements elsewhere in this SGAT. *Id.* at page 9.
404. Mr. Beach stated that, if Qwest is allowed to create its proposed distinctions between EUDIT and UDIT, confusion may result when trying to implement or enforce the requirements of the SGAT in this area. For example, Qwest may use this distinction to interpret a request for unbundled transport between a requesting CLEC’s wire center and a distant telecommunications carrier’s wire center as three different services, requiring three different orders. One order would be classified as a EUDIT between the requesting CLEC and the Qwest office serving that CLEC. The second order would be defined as a UDIT between that first Qwest office and a distant office serving the other telecommunications carrier. The third order would be defined as a EUDIT between the second Qwest office and the telecommunications carrier’s office. Qwest could then require multiple orders from the requesting CLEC, and would attempt to charge multiple ordering charges for what should be a single service. *Id.* at pages 9 and 10.

405. WorldCom stated that the SGAT should be changed to eliminate the artificial distinction suggested between EUDIT and UDIT to avoid the potential for requiring multiple orders. *Id.* at page 10.
406. Mr. Beach stated that, if there is remaining disagreement over the rate structure it should be addressed in the description of the rate elements contained in this section of the SGAT. Pricing levels for these rate elements should be addressed in the appropriate pricing proceedings. *Id.*
407. Mr. Beach expressed a concern with § 9.6.1.1 that should state that unbundled transport is available in DS1 through OC-192 bandwidths, or any other bandwidths that may become available in the Qwest network. The FCC in ¶ 323 of the 319 Order modifies its rules “to clarify that the incumbent LEC must unbundle DS1 through OC192 dedicated transport offerings and such higher capacities as evolve over time.” Mr. Beach stated that the SGAT should be changed to include this requirement. *Id.* at pages 10 and 11.
408. Finally for this section, Mr. Beach expressed a concern that while the Arizona SGAT contains provisions for rearrangement of Unbundled Dedicated Transport in § 9.6.3.9 and three additional paragraphs in § 9.6.6 Rearrangement, those provisions appear absent from Colorado. WorldCom expressed concern regarding this apparent discrepancy. *Id.* at page 11.

4. Qwest’s Response

409. On February 5, 2001, Qwest witness Karen A. Stewart filed a rebuttal affidavit on all issues regarding Checklist Item No. 5. (*Exhibit 4-Qwest-2*).

410. Ms. Stewart explained that, in response to AT&T's concern that the UDIT definition fails to provide for all feasible transmission capabilities (*e.g.*, OC48 and OC192), Qwest agreed and amended its SGAT language to reflect the FCC requirement: "EUDITs and UDITs are available in DS1 through OC192 bandwidths and such higher capacities as evolve over time where facilities are available." *Id.* at page 14.

411. Ms. Stewart addressed the concern of AT&T and WorldCom that the SGAT creates a distinction between dedicated transport provided between two Qwest wire centers (UDIT) and dedicated transport provided between a Qwest wire center and a CLEC wire center or IXC POP, *i.e.*, EUDIT. Ms. Stewart explained that Qwest provides existing unbundled dedicated transport between all locations identified in the FCC rules and related orders. By delineating the unbundled dedicated transport between the Qwest serving wire center and the CLEC central office as EUDIT, Qwest's intent was to clearly identify that this specific segment of dedicated transport historically has been recovered in cost models and resultant rate schedules as a non-distance sensitive rate element. All other "interoffice" transport has typically been "cost modeled" and rated on a fixed and per-mile basis. For example, other transport services have this segment of "transport" as a non-distance sensitive rate component, *e.g.*, in Switched Access Services it is an "entrance facility" and in retail private line tariffs it is typically called a "channel termination."

Ms. Stewart stated that AT&T correctly identifies (using a private line analogy) if transport was required from the CLEC central office and through the Qwest serving wire center to a distant Qwest central office, the CLEC would have a EUDIT (*i.e.*, a channel

termination) into the serving wire center, and then UDIT (*i.e.*, the fixed and per mile) element between the serving wire center and the distant central office. According to Ms. Stewart, this is a standard industry practice on how to rate dedicated transport and is not an inappropriate rate structure as implied by AT&T. In reality, this is really a cost model and rate issue. Therefore, Qwest recommended that the cost and rate structure issues associated with the EUDIT portion of unbundled transport be deferred to the cost docket. *Id.* at page 15.

412. Ms. Stewart explained that multiplexing is an option in the SGAT available to the CLEC. Multiplexing is not a UNE, because it is not identified in the FCC unbundling rules as a separate UNE. Multiplexing is a feature functionality of transport that Qwest is offering as part of the UDIT UNE. Use of a multiplexer is an option available to the CLEC on an as-needed basis. In response to the AT&T request that Qwest should add SONET add/drop multiplexing to § 9.6.1.2, Ms. Stewart noted that the FCC in the UNE Remand specifically noted that incumbent LECs have limited requirements as it relates to SONET rings. The FCC stated:

Notwithstanding the fact that we require incumbents to unbundle high-capacity transmission facilities, we reject Sprint's proposal to require incumbent LECs to provide unbundled access to SONET rings. In the *Local Competition First Report and Order*, the Commission limited an incumbent LEC's transport unbundling obligation to existing facilities, and did not require incumbent LECs to construct facilities to meet a requesting carrier's requirements where the incumbent LEC has not deployed transport facilities for its own use. Although we conclude that an incumbent LEC's unbundling obligation extends throughout its ubiquitous transport network, including ring transport architectures, we do not require incumbent LECs to construct new transport facilities to meet specific

competitive LEC point-to-point demand requirements for facilities that the incumbent LEC has not deployed for its own use.³¹

Qwest did not accept the AT&T suggestion to add SONET add/drop multiplexers to this section as a standard offering. Requests to access SONET add/drop multiplexers is situation-specific and a classic ICB situation. *Id.* at pages 16-17.

413. Ms. Stewart explained that Qwest does, upon request of the CLEC, make any necessary cross connections between unbundled network elements. Specifically, Qwest will make requested combinations including EUDIT and UDIT. Qwest proposed the following language:

9.6.2.1 To the extent that CLEC is ordering access to a UNE combination, including combinations of UDIT and EUDIT, Qwest will perform requested and necessary cross-connections between UNEs in the same manner that it would perform such cross-connections for its end user customers. If not ordered on a combination, CLEC is responsible for performing cross connections within its Collocation between UNEs and ancillary or finished services, and for transmission design work including regeneration requirements for such connections. *Id.* at pages 17 and 18.

414. Ms. Stewart testified that Qwest does not accept the AT&T recommendation that Qwest must provide regeneration at no additional charge. The current cost studies for UDIT do not include regeneration. If AT&T has a concern about how costs are recovered for regeneration, AT&T can identify this issue in the upcoming cost docket for Colorado. Qwest agreed that it will provision the appropriate template signal, whether it is DS0, DS1, DS3, or OCN level UDIT. Should the CLECs accept Qwest's offer of connecting via EICTs, Qwest would modify the technical publications to move the "design to" point to the demarcation point. *Id.* at page 18.

³¹ *UNE Remand Order*, at ¶ 324.

415. Ms. Stewart responded to WorldCom questions regarding the need for collocation at both ends of a UDIT by proposing the following SGAT language:

With the exception of combinations provided through the UNE Combinations, Section 9.23 of the Agreement, CLEC may utilize any form of Collocation at both ends of the UDIT. Collocation is required at only one end of EUDIT. *Id.* at page 18.

416. Ms. Stewart responded to the AT&T statement that Qwest does not offer here, nor in the interconnection section, to compensate the CLEC for collocation of Qwest's equipment, by noting that this collocation issue is open in the collocation workshop, and the review of this issue should be completed in that workshoppage Qwest noted that in regards to UNEs, Qwest is allowed to recover its cost to provide the CLEC with access to the UNE. Therefore, should the CLEC bill Qwest for terminating an element at its premises, Qwest would in turn have to increase the rate for the UNE commensurate with the cost of the "collocation." Qwest does not believe this double billing would serve any useful purpose. *Id.* at pages 18-19.

417. Qwest agreed that the rate elements and rates for UDIT and EUDIT should be reviewed in the cost docket. *Id.* at page 19.

418. In response to Mr. Beach's concerns, Ms. Stewart noted that § 9.6.3.9, and three additional paragraphs in § 9.6.6 rearrangement provisions, have been included in the SGAT. *Id.* at page 19.

419. Qwest accepted AT&T's recommendation that the SGAT be revised to more closely track the requirements of the FCC as identified in the *SBC Texas Order* and recommended the following language be used in a new § 9.8.2.3:

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

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

420. AT&T requested that Qwest describe what UCCRE is, and to clarify its reason for placing UCCRE in the SGAT. Ms. Stewart explained that UCCRE is the wholesale version of "Command-a-Link." Command-a-Link, like UCCRE, allows the IXC to configure elements through the manipulation of ports on the Digital Cross-Connect System (DCS). The *First Report and Order* required ILECs to provide digital cross-connect capabilities to CLECs in the same manner an ILEC offers it to Interexchange carriers. Qwest offers the CLEC UCCRE to provide the same Command-a-Link functionality to CLECs. Qwest has not received any orders for UCCRE. Qwest does not

require CLECs to utilize UCCRE to access features, or functions, or to combine UNEs. *Id.* at pages 20 and 21.

5. Principal Workshop Discussions and Resolution

421. Workshop 4, which included a discussion of Checklist Item No. 5, commenced on February 20, 2001. The first session of this workshop continued through February 22, 2001. A follow-up workshop was held on these issues on March 20 to 22, 2001. Qwest's witness Karen A. Stewart stated that she filed an affidavit concerning Qwest's compliance with Checklist Item No. 5 on October 27, 2000. (*Exhibit 4-Qwest-1*). Ms. Stewart testified that, on February 5, 2001, she filed a rebuttal affidavit on all issues regarding Checklist Item No. 5. (*Exhibit 4-Qwest-2*).
422. The remainder of this portion of the report will summarize the workshop discussions and resolutions in Workshop Issue Identification Number sequence for ease of readability, even though that may not have been the actual sequence of the workshop discussions.
423. **Workshop Issue No. 5-1 (TR-1A).** AT&T states that the UDIT definition fails to provide for all feasible transmission capabilities (*e.g.*, OC48 and OC192).
424. During the February 20 workshop, Qwest observed that it had amended § 9.6.1.1 of the SGAT to reflect the FCC requirement: "EUDITs and UDITs are available in DS1 through OC192 bandwidths and such higher capacities as evolve over time where facilities are available." (Workshop Transcript, February 20, 2001, page 121). The parties agreed to the new language, but AT&T proposed that Qwest develop standard products for UDIT through OC-48. (Workshop Transcript, February 20, 2001, page 122). Qwest agreed to

do so. (Workshop Transcript, February 21, 2001, page 20). The parties agreed that this issue is **closed**. (Workshop Transcript, March 20, 2001, page 133-134).

425. **Workshop Issue No. 5-2 (TR-1B).** The appropriateness of the UDIT and EUDIT intervals in Exhibit C of the SGAT.
426. Qwest agreed that EUDIT intervals would be the same as UDIT intervals in Exhibit C and that EUDIT ordered in combination with UDIT would be the UDIT interval plus three days for the time being, but that Qwest was working to automate the ordering process and would work to eliminate the three-day difference. The parties agreed that this issue was **closed**. (Workshop Transcript, March 21, 2001, page 86-91).
427. **Workshop Issue No. 5-3 (TR-2).** AT&T and WorldCom are concerned the SGAT creates a distinction between dedicated transport provided between two Qwest wire centers (UDIT) and dedicated transport provided between a Qwest wire center and a CLEC wire center or IXC POP, *i.e.*, EUDIT.
428. Ms. Stewart of Qwest observed that the distinction between UDIT and EUDIT was not between one versus two UNEs, but simply one of price. She stated that if a CLEC is within Qwest's network between Qwest's central offices, it incurs the fixed dollar-per-mile aspect of the UDIT. If the CLEC were "tailing off" ends of Qwest's network and did not terminate Qwest's central office, then the non-distance sensitive EUDIT rate component is incurred. (Workshop Transcript, February 20, 2001, page 158-159). According to Qwest, the FCC had used as its proxy cost model a distinction between UDIT and EUDIT. (Workshop Transcript, February 20, 2001, page 164).

429. Mike Zulevic of Covad expressed his opinion that having both UDIT and EUDIT rate elements to deal with causes hardship, and that it is more reasonable to have a single rate element. (Workshop Transcript, February 20, 2001, page 167).
430. Mr. Wilson of AT&T requested that Qwest add language as to the means of providing access to a meet-point UDIT. (Workshop Transcript, February 20, 2001, page 162). Ms. Stewart of Qwest agreed (Workshop Transcript, February 20, 2001, page 162), and the following language was added to § 9.6.1.1 of the SGAT:
- Qwest shall allow CLEC to access UDIT that is a part of a Meet Point arrangement between Qwest and another Local Exchange Carrier if CLEC has an Interconnection agreement containing access to UDIT with the connecting local exchange carrier at the determined Meet Point. Qwest rates, terms and conditions shall apply to the percentage of the route owned by Qwest.
431. The parties agreed that this issue as to the rate structure considerations was at **impasse**.
432. **Workshop Issue No. 5-4** (TR-3). WorldCom asks if requests for combinations of EUDITs and UDITs can be ordered on a single order.
433. The CLEC parties expressed concern that they have to submit separate ASRs for UDIT and EUDIT. (Workshop Transcript, February 20, 2001, page 172).
434. Qwest committed to implementing a process of ordering UDIT and EUDIT on a single service order, if there is no multiplexing involved. (Workshop Transcript, February 21, 2001, page 8).
435. Qwest agreed that EUDIT intervals would be the same as UDIT intervals in Exhibit C and that EUDIT ordered in combination with UDIT would be the UDIT interval plus

three days for the time being, but that Qwest was working to automate the ordering process and would work to eliminate the three-day difference. The parties agreed that this issue was **closed**. (Workshop Transcript, March 21, 2001, page 86-91).

436. **Workshop Issue No. 5-5** (TR-4). AT&T states that Qwest's SGAT is unclear whether a multiplexer is required as a part of a CLEC's access to dedicated transport as a UNE. AT&T requests Qwest add SONET add/drop multiplexing to § 9.6.1.2.
437. During the February 20, 2001, workshop, Ms. Stewart of Qwest stated that multiplexing is an option in the SGAT available to the CLEC. Multiplexing is not a UNE. Multiplexing is a feature and functionality of transport. (Workshop Transcript, February 20, 2001, page 186).
438. Ms. Stewart testified that based on FCC rulings, Qwest is not required to build add/drop multiplexing to a SONET network. (Workshop Transcript, February 20, 2001, page 187). Mr. Wilson of AT&T clarified that AT&T was not asking that Qwest build SONET add/drop multiplexing. It was only asking that such multiplexing be unbundled where it exists. (Workshop Transcript, February 20, 2001, page 193). Qwest agreed to add language that SONET add/drop multiplexing would be available where facilities were available, and the parties agreed that this issue was **closed**. ICB issues will be addressed in the General Terms and Conditions Workshop page (Workshop Transcript, February 21, 2001, page 128-129; *Exhibit 4-Qwest-29*).
439. **Workshop Issue No. 5-6** (TR-5). AT&T questions if a cross-connection is required between a EUDIT and a UDIT, or that if a CLEC can be required to make the necessary cross-connections.

440. The parties agreed that this issue was **closed** after Qwest agreed to add language to the SGAT that it does, upon request of the CLEC, make any necessary cross-connections between unbundled network elements. Specifically, Qwest will make requested combinations including EUDIT and UDIT. (Workshop Transcript, February 20, 2001, page 207). After a discussion of demarcation points, the parties agreed to add “or other mutually determined demarcation point to Qwest’s proposed language. The SGAT language now reads:

9.6.2.1 To the extent that CLEC is ordering access to a UNE Combination, including combinations of UDIT and EUDIT, Qwest will perform requested and necessary cross-connections between UNEs in the same manner that it would perform such cross-connections for its end user customers or for itself. If not ordered as a combination, CLEC is responsible for performing cross connections within its Collocation or other mutually determined demarcation points between UNE’s and ancillary or finished services, and for transmission design work including regeneration requirements for such connections. Such cross-connections will not be required of CLEC when CLEC orders a continuous dedicated transport element from one point to another.

441. The parties agreed that this issue was **closed**. (Workshop Transcript, February 21, 2001, page 131).

442. **Workshop Issue No. 5-7 (TR-6).** AT&T states that Qwest must eliminate the requirement that a CLEC order or pay for regeneration because Qwest determines where collocations are, and thus the distance and need for regeneration of this type of unbundled element.

443. Ms. Stewart testified that regeneration may be required between the design-to-point of UDIT and CLEC’s collocation. In Qwest’s original cost studies, it included assumptions for regeneration in the cost of UDIT. She testified that in the cost dockets, Qwest was

required to break out as a separate cost element the cost of regeneration between the design-to point and collocation. (Workshop Transcript, February 20, 2001, page 214-215).

444. Staff asked whether AT&T's position was that it should not pay for regeneration only when Qwest has intentionally placed the CLEC's collocation in a remote area of the central office. AT&T clarified that it did not believe it should pay for regeneration in any circumstance. (Workshop Transcript, February 20, 2001, page 216).
445. Ms. Stewart testified that Qwest was entitled to recover its costs. Costs can be recovered in one of two ways, both of which are acceptable to Qwest. The cost of regeneration can be averaged across UDITs, or the cost of regeneration can be applied in a situation-specific fashion. During the cost dockets, Qwest was told to apply the cost of regeneration on a situation-specific basis. (Workshop Transcript, February 20, 2001, page 218). During the workshop, Mr. Wilson of AT&T stated that AT&T was not accepting either of these cost options. AT&T was asking that Qwest provide regeneration at no charge. (Workshop Transcript, February 20, 2001, page 221).
446. The parties agreed that this issue was at **impasse**. (Workshop Transcript, February 21, 2001, page 131).
447. **Workshop Issue No. 5-8 (TR-7).** WorldCom questions the need for collocation at both ends of a UDIT.

448. During the workshop (Workshop Transcript, February 21, 2001, page 25), the parties agreed that this issue was **closed** when Qwest agreed to revise § 9.6.2.3 of the SGAT to read:

9.6.2.3 With the exception of combinations provided through the UNE Combinations Section, Section 9.23, CLEC may utilize any form of Collocation at both ends of the UDIT. Collocation is required at only one end of EUDIT. When UDIT and EUDIT are ordered together to form a single transmission path, Collocation at the Qwest Serving Wire Center is not required. If regeneration is required only between the UDIT or EUDIT termination point (the DSX panel or equivalent) and CLEC's Collocation, CLEC must order such regeneration pursuant to Section 9.1.4. and the charges listed in Exhibit A will apply.

449. **Workshop Issue No. 5-9** (TR-8). AT&T states that Qwest does not offer here, nor in the interconnection section, to compensate the CLEC for collocation of Qwest's equipment.

450. During the Workshop, AT&T agreed to **withdraw** this issue. (Workshop Transcript, February 21, 2001, page 26).

451. **Workshop Issue No. 5-10** (TR-9). WorldCom and AT&T stated that unbundled transport rates should be reviewed in the appropriate pricing proceeding.

452. Qwest agreed that the rate elements and rates for UDIT and EUDIT should be reviewed in the cost docket, and the parties agreed that this issue is **closed**. (Workshop Transcript, February 21, 2001, page 27).

453. **Workshop Issue No. 5-11** (TR-10). WorldCom requests clarification on why § 9.6.3.9, and three additional paragraphs in § 9.6.6 Rearrangement provisions are in the Arizona SGAT, but not in the Colorado SGAT.

454. Qwest added the paragraphs to the Colorado SGAT, and this issue was **closed**. (Workshop Transcript, February 21, 2001, page 27-28).
455. **Workshop Issue No. 5-12** (TR-11). AT&T objects to the fact that § 9.6.2.4 imposes a local use requirement for UDIT.
456. Qwest asserted that this language is consistent with the FCC's *UNE Remand Order*. In paragraph 489 of that order, the FCC made clear that they were not ordering ILECs to provide EUDIT (otherwise known as entrance facilities), unless the CLEC is providing local service. (Workshop Transcript, February 21, 2001, page 29-31).
457. This issue reached **impasse**. In its brief, Qwest pointed out that this issue is currently being reviewed by the FCC. While Qwest believes that this language is proper and appropriate, it stated that it will concede this issue. Qwest is willing to remove this section from the SGAT until the FCC rules on this issue.
458. **Workshop Issue No. 5-13** (TR-12). Regarding SGAT § 9.6.4.1.5, AT&T asked that Qwest waive cancellation charges if it did not meet its due date for UDIT.
459. At the workshop, AT&T presented language that had been negotiated in another jurisdiction regarding responsibility for testing of UNEs. The parties agreed that this issue was **closed**. (Workshop Transcript, March 20, 2001, page 159, *Exhibit 4-ATT-89*).
460. **Workshop Issue No. 5-15** (TR-13). Regarding SGAT § 9.6.4.5, AT&T asked whether Qwest would clarify the industry standard tests for UDIT.

461. Qwest revised § 9.5.4.5 to take out the reference to industry standard tests, and replaced it with a reference to the technical publication. Qwest proposed language to add to its product catalog and technical publication explaining what testing it will do, and the parties agreed that this issue was **closed**. (Workshop Transcript, March 20, 2001, page 139-141, *Exhibit 4-Qwest-88*).
462. **Workshop Issue No. 5-15** (TR-14). Regarding SGAT § 9.6.6.2, AT&T asked if rearrangements would ever be coordinated changes.
463. Qwest agreed to add language to § 9.6.6.2 referring to coordinated rearrangement, and the parties agreed that this issue was **closed**. (Workshop Transcript, February 21, 2001, page 123; *Exhibit 4-Qwest-25*).
464. **Workshop Issue No. 5-16** (TR-15). AT&T asked for meet point arrangements for UDITs under certain circumstances.
465. At the workshop, Qwest agreed to add language to the SGAT regarding meet-point UDIT, and the parties agreed that this issue was **closed**. (Workshop Transcript, February 21, 2001, page 125; *Exhibit 4-Qwest-28*).
466. **Workshop Issue No. 5-17** (TR-16). AT&T claims that CLECs should have access to Classic Qwest facilities as unbundled network elements.
467. The parties agreed that this issue was at **impasse** in the dark fiber workshop, and will be resolved in accordance with the resolution of the dark fiber issue. (Workshop Transcript, March 20, 2001, page 142-143).

468. **Workshop Issue No. 5-18** (ST-1). AT&T recommends this section be revised to more closely track the requirements of the FCC as identified in the *SBC Texas Order*. Specifically, § 9.8 should include an affirmation of the requirement that CLEC traffic shall use the same routing table resident in Qwest's switch and that this element may carry originating and terminating access traffic from, and to customers to whom the requesting carrier is also providing local exchange service.

469. Qwest proposes the following language be used in a new § 9.8.2.3:

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

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

470. The parties agreed that this issue was **closed**.

471. **Workshop Issue No. 5-19** (UCR-1). AT&T requested that Qwest describe what UCCRE is, and to clarify its reason for placing UCCRE in the SGAT.

472. At the Workshop, Qwest added language that intervals were contained in Exhibit C, and the parties agreed that this issue was **closed**. (Workshop Transcript, February 21, 2001, page 123; *Exhibit 4-Qwest-26*).

6. Staff Compliance Assessment

473. The technical discussions in Workshop 4 concerning access to unbundled transport were thorough and comprehensive, with each participant having ample opportunity to raise their issues and have them thoroughly discussed. Additionally, testimony and comments were filed to add to the record of this investigation.

474. The primary focus of the workshop was to address the terms and conditions of Qwest's SGAT to assess the adequacy of Qwest's concrete and specific legal obligation to provide access to unbundled transport in accordance with the requirements of the Act and the FCC. The workshop discussions provided Staff the opportunity to hear in detail the positions of the participants regarding the issues that arose and to evaluate the appropriateness of compromises that were crafted to resolve disagreements by consensus of the participants. The terms and conditions of the SGAT were thoroughly and rigorously reviewed.

475. There were four disputed issues that reached impasse and on which briefs were filed by Qwest, AT&T, WorldCom, and Covad. These briefs and other information, as may be requested by the Commission, will be considered and the impasse issues will be resolved

by the Commission through the dispute resolution process ordered by the Commission in this docket. The Commission's decisions to resolve the issues in dispute will be incorporated into the subsequent Volume IVA in this series of Staff reports.

476. Subject to the Commission's resolution of the issues in dispute (which will reveal the Commission's decision regarding what is required for compliance regarding these issues), Staff's assessment is that the terms and conditions of Qwest's SGAT otherwise meet the requirements of the Act and the FCC with regard to access to unbundled local transport. The SGAT demonstrates Qwest's concrete and specific legal obligation to provide access to unbundled local transport to competitors.
477. Except for the impasse issues, the terms and conditions of Qwest's SGAT regarding access to unbundled local transport are not otherwise disputed by participants.
478. The determination of whether the SGAT rates for unbundled transport are just and reasonable will be made by the Commission in the companion cost docket proceeding (Docket No. 99A-577T).
479. Qwest must also demonstrate that it currently furnishes, or is ready to furnish, unbundled transport in quantities that competitors may reasonably demand and at an acceptable level of quality. To assess Qwest's current performance, this Commission will rely on the results of the ROC OSS Test and other evidence, including Colorado-specific commercial usage experience, that may be brought to the Commission's attention.

480. Staff will provide its assessment of Qwest's actual performance with respect to access to unbundled transport at such time as the ROC OSS test results and any other evidence are incorporated into this proceeding.

C. CHECKLIST ITEM NO. 6 – ACCESS TO UNBUNDLED LOCAL SWITCHING

1. FCC Requirements

481. Checklist Item No. 6 requires Qwest to provide “local switching unbundled from transport, local loop transmission or other services.”³²
482. Section 271(c)(2)(B)(ii) of the Act requires BOCs to establish that they provide or offer to provide “nondiscriminatory access to network elements in accordance with §§ 251(c)(3) and 252(d)(1).”
483. The FCC’s rules require ILECs to offer (1) line-side ports and switching, including the connection between a line equipment termination at a Main Distribution Frame (MDF) or COSMIC frame and a line card, and (2) the connection between the trunk-side of the switch (the trunk card) and a termination at the trunk main distribution frame (TMDF . . . a transport multiplexer cross-connect), and (3) all features, functions, and capabilities of the switch.³³
484. In its *UNE Remand Order*, the FCC determined that unbundled switching is no longer a § 251(c)(3) UNE in the top 50 metropolitan statistical areas (MSA), in areas that are “Density Zone One,” for businesses with four lines or more, when the ILEC offers EEL. The FCC determined:

278. Despite our conclusion that, in general, requesting carriers are impaired without access to unbundled switching, we conclude that it is appropriate to establish a more narrowly tailored rule to reflect significant marketplace developments. As described more fully below, we find that requesting carriers are not impaired without access to unbundled local

³² See § 271(c)(2)(B)(vi) of the Act.

³³ *First Interconnection Order*, at ¶ 410.

circuit switching when they serve customers with four or more lines in density zone 1 in the top 50 metropolitan statistical areas (MSAs), as set forth in Appendix B, where incumbent LECs have provided nondiscriminatory, cost-based access to the enhanced extended link (EEL) throughout density zone 1.

485. Pursuant to § 271(c)(2)(B)(vi), Qwest is required to provide “[l]ocal switching unbundled from transport, local loop transmission, or other services.” The FCC identified switching as a UNE in its *Local Competition Order*.³⁴ In the *UNE Remand Order*,³⁵ the FCC retained the definition of the switching network element adopted by the FCC in its *Local Competition Order*.³⁶ However, the FCC made an exception to the requirement to provide unbundled local switching: “where incumbent LECs have provided nondiscriminatory, cost-based access to combinations of loop and transport unbundled network elements, known as EEL, requesting carriers are not impaired without access to unbundled switching for end users with four or more lines within density zone 1 in the top 50 metropolitan statistical areas (MSAs).”³⁷
486. The local circuit switch UNE generally includes the basic functions of connecting lines and trunks -- the line side facilities and trunk side facilities -- and all features, functions, and capabilities of the switch.³⁸

The line-side switch facilities include the connection between a loop termination at, for example, a main distribution frame (“MDF”), and a switch line card. Trunk-side facilities include the connection between trunk termination at a trunk-side cross-connect panel and a trunk card. The “features, functions, and capabilities” of the local switch include the

³⁴ *Implementation of Local Competition Provisions in the Telecommunications Act of 1996*, CC Docket 96-98, First Report and Order, FCC 96-325 (rel. Aug. 8, 1996) (*Local Competition Order*), ¶¶ 410-427.

³⁵ *Implementation of the Local Competition Provisions of the Telecommunications Act of 1996*, CC Docket No. 96-98, Third Report and Order, FCC 99-238 (rel. Nov. 5, 1999) (*UNE Remand Order*).

³⁶ *UNE Remand Order*, Appendix C.

³⁷ *UNE Remand Order*, ¶ 253. See also *id.*, ¶ 278. The definition of density zone 1 shall be defined as of January 1, 1999. *Id.*, ¶ 285.

³⁸ 47 C.F.R. § 319(c).

basic switching function of connecting lines to lines, lines to trunks, trunks to lines and trunks to trunks.³⁹

The local switching element includes all vertical features that the switch is capable of providing, including customized routing functions, CLASS features, Centrex and any technically feasible customized routing functions. Custom calling features, such as call waiting, three-way calling, and call forwarding, are switch-based calling functions. CLASS features, such as caller ID, are number translation services that are based on the availability of interoffice signaling.⁴⁰

487. The FCC in the *BellSouth Louisiana II Order* explicitly held that its rules requiring that the BOC make all features, functions, and capabilities of the switch available also require the BOC “to provide all vertical features loaded in the software of the switch, whether or not [the BOC] offers it on a retail basis.”⁴¹ Nor can the BOC limit the availability of features to the same package of vertical features it offers its retail customers.⁴²
488. The BOC must activate any vertical feature or combination of vertical features requested by a competing carrier unless the BOC can demonstrate to the state commission, through “clear and convincing evidence,” that activation of that particular combination of vertical features is not technically feasible.”⁴³ Furthermore, the BOC must have a definite “predetermined process” for ordering features that is not “open ended.”⁴⁴ “A BOC must

³⁹ *UNE Remand Order*, ¶ 244, n.474.

⁴⁰ *Id.*, ¶ 244, n. 475.

⁴¹ *Application of BellSouth Corporation, BellSouth Telecommunications, Inc., and BellSouth Long Distance, Inc., for Provision of In-Region, InterLATA Services in Louisiana*, CC Docket No. 98-1221, Memorandum Opinion and Order, FCC 98-271 (rel. Oct. 13, 1998) (*BellSouth Louisiana II Order*), ¶ 271. “We use the phrase ‘loaded in the software of the switch’ to include any vertical feature that is included in the generic software package installed in a BOC’s switch or that the BOC has special-ordered from the switch manufacturer.” *Id.*, ¶ 271 n.698.

⁴² *Id.*, ¶ 219.

⁴³ *Id.*

⁴⁴ *Id.*, ¶ 220.

provide the requesting carrier with a response within a reasonable and definite amount of time.”⁴⁵

489. The FCC also noted that the switching UNE also included the same basic capabilities available to the ILEC’s customers; for example, “telephone number directory listing, dial tone signaling, and access to 911, operator services, and directory assistance.”⁴⁶ The switching UNE also includes customized routing.⁴⁷ Furthermore, purchasers of the switch UNE “are entitled to the same routing table that the incumbent LEC uses to route its own traffic over its switched network.”⁴⁸

490. In the *BellSouth Louisiana II Order*, MCI claimed that BellSouth’s customized routing offering was inadequate because BellSouth would not “translate its customer’s local operator services and directory assistance calls to Feature Group D signaling.”⁴⁹ The FCC stated that its rules require ILECs “to make network modifications to the extent necessary to accommodate interconnection or access to network elements.”⁵⁰ Therefore, “[i]f a competing carrier requests Feature Group D signaling and it is technically feasible for the incumbent LEC to offer it, the incumbent LEC’s failure to provide it would constitute a violation of § 251(c)(3) of the Act.”⁵¹

⁴⁵ *Id.*

⁴⁶ *Local Competition Order*, ¶ 412.

⁴⁷ *Id.*, ¶ 418

⁴⁸ *Application of Ameritech Michigan Pursuant to Section 271 of the Communications Act of 1934, as amended, to Provide In-Region, InterLATA Services in Michigan*, CC Docket No. 97-137, Memorandum Opinion and Order (rel. Aug. 19, 1997) (*Ameritech Michigan Order*), ¶ 328.

⁴⁹ *BellSouth Louisiana II Order*, ¶ 226.

⁵⁰ *Id.*

⁵¹ *Id.*

491. In the *BellSouth Louisiana II Order*, the FCC confirmed that the BOC must provide unbundled local switching “in a manner that permits a competing carrier to offer, and bill for, exchange access and the termination of local traffic.”⁵² Because the measuring of usage requires access to the BOC’s Operations Support System (OSS), “a BOC must demonstrate that it is providing equivalent access to billing information. Thus, the ability of a BOC to provide billing information necessary for a competitive LEC to bill for exchange access and termination of local traffic is an aspect of unbundled local switching.”⁵³
492. To enable the CLEC to assess access charges, the ILEC must provide either: “(1) the actual usage information necessary to determine appropriate access charges; or (2) a negotiated or state approved surrogate for this information.”⁵⁴ Similarly, for local terminating traffic, the BOC must provide a purchaser of the switching UNE either: “(1) actual terminating usage data indicating how many calls/minutes its customers received and identifying the carriers that originated those calls; or (2) a reasonable surrogate for this information,” either agreed to by the parties or approved by the state commission.⁵⁵
493. The BOC may not require competing carriers to purchase a dedicated trunk from an interexchange carrier’s (IXCs) point of presence to a dedicated trunk port on the switch.⁵⁶
- “[A] BOC must also make available trunk ports on a shared basis, and routing tables

⁵² *Id.*, ¶ 208.

⁵³ *Id.*, ¶ 208.

⁵⁴ *Id.*, ¶ 230. “Such [actual usage] information might include the identity of the interexchange provider so the local service providers know who to bill, the time the call was placed so that the rate can be determined, and the length of the call so that amount of the charges can be calculated.” *Id.*, ¶ 230, n.737.

⁵⁵ *Id.*, ¶ 233.

⁵⁶ *BellSouth Louisiana II Order*, ¶ 209.

resident in the BOC's switch, as necessary to provide access to shared transport functionality.”⁵⁷

494. In its *Local Competition Order*, the FCC held that it is technically feasible for the ILEC to unbundled tandem switches from transport.⁵⁸ Therefore, CLECs are entitled to provide their own transport facilities and connect them to the ILECs tandem switches.⁵⁹

We define the tandem switch element as including the facilities connecting the trunk distribution frames to the switch, and all the functions of the switch itself, including those facilities that establish a temporary transmission path between two other switches. The definition of the tandem switching element also includes the functions that are centralized in tandems rather than in separate end office switches such as call recording, the routing of calls to operator services, and signaling conversion functions.⁶⁰

495. The FCC retained its definition of tandem switching in its *UNE Remand Order*.⁶¹

496. Section 271(c)(2)(B)(vi) of the Act requires Qwest to provide “[l]ocal switching unbundled from transport, local loop transmission or other services.”⁶² Local switching includes line-side and trunk-side facilities, shared trunk ports, unbundled tandem switching, all vertical features that the switch is capable of providing, any technically feasible customized routing functions, usage information for billing exchange access, and usage information for billing reciprocal compensation in addition to the basic switching function.⁶³

⁵⁷ *Id.*

⁵⁸ *Local Competition Order*, ¶ 425.

⁵⁹ *Id.*

⁶⁰ *Local Competition Order*, ¶ 426.

⁶¹ 47 C.F.R. § 51.319.

⁶² 47 U.S.C. § 271(c)(2)(B)(vi).

⁶³ *SBC Texas Order*, ¶ 339.

2. Qwest's Position

497. On October 27, 2000, Qwest's witness, Karen A. Stewart, filed an affidavit concerning Qwest's compliance with Checklist Item No. 6. (*Exhibit 4-Qwest-1*). The Checklist Item No. 6 part of this testimony was subsequently adopted by Qwest witness Lori A. Simpson in her rebuttal affidavit filed February 5, 2001. (*Exhibit 4-Qwest-4*).
498. Ms. Stewart noted that in its *UNE Remand Order*, the FCC applied the "necessary and impair" analysis and subsequently released its revised list of UNEs under § 251(c)(3). The new list, set forth in Rule 51.319, establishes that in certain circumstances unbundled switching is no longer a § 251(c)(3) UNE. However, Qwest, as a RBOC seeking to satisfy § 271 checklist requirements, must continue to offer unbundled switching to all competitors in all areas (including the Denver MSA at market-based rates) because local circuit switching is still item 6 on the checklist. *Exhibit 4-Qwest-1* at page 40.
499. Specifically, unbundled switching is no longer a § 251(c)(3) UNE in the top 50 MSA, in areas that are "Density Zone One," for businesses with four lines or more, when the ILEC offers EEL.⁶⁴ Ms. Stewart testified that the Five Switching Exempt Wire Centers in the Denver MSA meet this definition. She stated that Qwest has a concrete obligation to offer EELs in the Five Switching-Exempt Wire Centers, and as a result does not offer unbundled switching as a TELRIC-priced UNE in those offices. *Id.* at page 40.
500. Five wire centers in the Denver MSA meet this definition (the Five Switching-Exempt Wire Centers). The SGAT identifies the Five Switching-Exempt Wire Centers:

⁶⁴ *Third Interconnection Order and Fourth Further Notice, Appendix C, § 51.319(c)(B)*.

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

MSA	CLLI	Wire Center Name
Denver	DNVRCOCH	Capitol Hill
	DNVRCOCP	Curtis Park
	DNVRCODC	Dry Creek
	DNVRCOMA	Denver Main
	DNVRCONO	Denver North

In its SGAT, Qwest has a concrete obligation to offer EELs in the Five Switching-Exempt Wire Centers, and as a result does not offer unbundled switching as a 252(d)(1) priced UNE in those wire centers. *Id.* at page 40.

501. In addition to § 251, however, Qwest must also satisfy § 271's checklist requirements and, therefore, must continue to offer unbundled switching to all competitors in all areas (including the Denver MSA) because access to local circuit switching is item 6 on the checklist. In its SGAT, Qwest offers unbundled circuit switching to CLECs (at market-based rates) in the Five Switching-Exempt Wire Centers for use by businesses with four lines or more. *Id.* at page 41.

502. Ms. Stewart testified that Qwest offers CLECs access to unbundled switching. The Colorado SGAT states:

Unbundled Local Switching encompasses line-side and trunk-side facilities, plus the features, functions, and capabilities of the switch. The features, functions, and capabilities of the switch include the basic switching function, as well as the same basic capabilities that are available

to Qwest's end-users. Unbundled Local Switching also includes access to all vertical features that the switch is capable of providing, as well as any technically feasible customized routing functions. . . .⁶⁵ *Id.* at pages 41-42.

503. In other workshops, AT&T disputed Qwest's definition of Unbundled Tandem Switching, which limited the element to local tandems. Qwest explained that the FCC rule on this issue distinguishes between local and other kinds of tandems. FCC rule 51.317 states:

(c) *Switching Capability.* An incumbent LEC shall provide nondiscriminatory access, in accordance with 51.311 and section 251(c)(3) of the Act. To local circuit switching capability and local tandem switching capability on an unbundled basis. . . . *Id.* at page 42.

504. Qwest does offer the FCC required combination of loop and transport, *i.e.*, "EELs" that permits Qwest to withdraw unbundled switching as a UNE in the Five Switching-Exempt Wire Centers. This limitation is identified in the SGAT:

9.11.2.5 Unbundled Switching does not constitute a UNE, and is therefore not available at UNE rates when the end-user customer to be served with Unbundled Local Switching has four access lines or more and the lines are located in density zone 1 in specified Metropolitan Statistical Areas (MSAs).⁶⁶

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

MSA	CLLI	Wire Center Name
Denver	DNVRCOCH	Capitol Hill
	DNVRCOCP	Curtis Park
	DNVRCODC	Dry Creek
	DNVRCOMA	Denver Main
	DNVRCONO	Denver North

⁶⁵ SGAT at § 9.11.1.1

⁶⁶ SGAT at § 9.11.2.5.1

Ms. Stewart testified that, to meet its checklist requirements, Qwest will offer stand-alone unbundled circuit switching to CLECs (at market-based rates) in areas that are “Density Zone One” for use by businesses with four lines or more.⁶⁷

Ms. Stewart explained that, to clarify how the “four lines or more” will be calculated, Qwest has modified the SGAT to provide CLECs with the following guidelines:

9.11.2.5.2 This exclusion will be calculated using the number of DS0-equivalent access lines CLEC intends to serve an end user customer within a Wire Center specified above.

9.11.2.5.3 UNE-P is not available for end user customers with four or more access lines located within one of the Wire Centers specified above.

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

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

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

9.11.2.5.7 A basic rate ISDN line counts as one line.

Ms. Stewart explained that, as of August 31, 2000, no Colorado CLEC has ordered stand-alone unbundled switching. Qwest does not believe that there will be demand for stand-alone unbundled switching. CLECs are primarily interested in unbundled local circuit switching as part of a UNE combination or UNE-PAGE *Id.* at pages 42-44.

505. The SGAT requires Qwest to provide unbundled circuit switching that includes the line-side and trunk-side cards, plus the features, functions, and basic switching capabilities of

⁶⁷ SGAT at § 9.11.2.5.2

the switch.⁶⁸ Unbundled switching includes access to all vertical features that the switch is capable of providing, for example, customized routing functions. A CLEC can use a combination of a trunk-side port and custom routing to direct originating traffic to a dedicated trunk group such as a directory assistance trunk group.

In addition, a CLEC may purchase unbundled switching in a manner that permits it to offer, and to bill for, exchange access and termination of local traffic. Specifically, the SGAT commits Qwest to provide the CLEC with analog and digital line ports that include the following attributes:

- Telephone Number
- Directory Listing
- Dial Tone
- Signaling (loop or ground start)
- On/Off Hook Detection
- Audible and Power Ringing
- Automatic Message Accounting (AMA) Recording
- Access to 911, Operator Services, and Directory Assistance
- Call Type Blocking Options (*e.g.*, 900 services)⁶⁹ *Id.* at pages 44-45.

506. Ms. Stewart recognized that the FCC has determined that an ILEC must meet the following requests for vertical features:

A BOC must activate any vertical feature or combination of vertical features requested by a competing carrier unless . . . (it) is not technically feasible.

A BOC can require a requesting carrier to submit a request for such a vertical feature through a predetermined process that gives a BOC an opportunity to ensure it is technically feasible: . . .⁷⁰

⁶⁸ SGAT at § 9.11.1.1.

⁶⁹ SGAT at § 9.11.1.6

⁷⁰ *BellSouth Louisiana II Order* at ¶ 219-220.

According to Ms. Stewart, the SGAT provides CLECs with both of these options. First, a CLEC may order vertical features in association with unbundled switching. The SGAT provides:

9.11.1.8.1.1 Vertical features are software attributes on end office switches. Vertical features are available separately and are listed in Exhibit E of this Agreement.

Ms. Stewart explained that the CLEC has three ways which are available through the IRRG to determine the features available in an end user's serving central office at <http://www.uswest.com/wholesale/guides/index.html>.

The first way is using a pull-down menu called "Tariff & Network Info." From this menu a link is available called "Interconnection Databases." Once the Interconnection Databases (ICONN) has been selected, the CLEC would select "Central Office Find." This allows the CLEC to use the end users NPA NXX to pull information about the serving wire center. The information includes wire center switch code or CLLI, switch type, and switch generic. The CLLI code has an additional link for more specific information about the wire center. Additionally, the CLLI code can be noted down and used on another link on the page "Switch Features" to get a complete listing of all the available features in the wire center.

The second way is shorter but depends on the CLEC knowing the CLLI code of the serving office. In this situation the CLEC can go directly to the IRRG/ICONN screen <http://www.uswest.com/cgi-bin/iconn/iconn.pl> and select "Switch Features." The CLEC

can select the desired CLLI from a pull-down menu and then receive a complete listing of that wire center's features.

Third, a full list of all available USOCs and FIDs with English translations is available at this web site. To access the USOC definitions, the CLEC can go to the IRRG <http://www.uswest.com/wholesale/guides/index.html>, then pull down the Resource & Tools menu and select USOC/FID Finder. To do a USOC search, the CLEC should click on USOC Search. The next screen allows the CLEC to enter the desired USOC. A list of all USOCs that contain the USOC characters entered by the CLEC is then returned. To obtain the USOC definition, a CLEC may just click on the exact USOC desired. The final screen provides the USOC definition. The CLEC can go directly to the USOC Search screen <http://usocfidfind.uswest.com/prodquery/usocSearch.html>.

A CLEC which uses IMA can also determine "feature availability" through IMA. A feature availability query function in IMA provides all features and functions for a particular wire center.

Whether a CLEC is using the IRRG or IMA, the features and functions are depicted as USOCs. USOCs are the Telcordia code representing the feature and/or functions. The IMA query provides a USOC definition in its response. The IRRG USOCs would need to be looked up in reference material provided. *Id.* at pages 45-48.

507. Qwest provides CLECs access to individual features, and not feature packages, so that a CLEC is not required to purchase and/or activate any features it does not want to have on an individual customer's local exchange line. *Id.* at page 48.
508. Ms. Stewart explained that Qwest provides access to the Service Creation Environment (SCE) and AIN database but Qwest does not provide access to AIN features. This is consistent with the FCC order that specifically stated ILECs are not required to unbundle AIN features.⁷¹ This restriction in no way disadvantages the CLEC in accessing features that a central office technically has available. Regardless of how Qwest has decided to offer a central office feature, the CLEC can make a different choice, and choose to have that feature provided by the central office switch.

The FCC has determined that AIN features are proprietary, because they are developed by the BOC. Ms. Stewart explained that while Qwest uses platforms developed by Telcordia for the development and deployment of all Qwest AIN services, those platforms have a component, called SPACE (Service Provisioning and Creation Environment), that is used to create new and unique services. Qwest has developed the AIN services and features it has deployed. The former "Advanced Technologies" (AT) organization within Qwest wrote the service requirements and design documents. In all cases but one, the AT organization did the development (that is, the "coding") of the service using the SPACE tool mentioned above. This one exception was due to a resource constraint at AT, and the work was contracted to Telcordia to do the actual "coding" of the service on SPACE. In all cases for all services, AT then did the product testing and deployment of the service into the Qwest network.

In addition to the requirements, design, implementation, and testing, AT also assisted the various business units in performing customer testing on various features and functions. In addition to the engineers, developers, and testers, AT employed several staff with Human Factors backgrounds who would work with customer participants to discover the customer's reactions to different feature sets. Based on these trials, and the analysis of the Human Factors staff, specific recommendations were made to the requirements, design and implementation of most of these services.

Qwest has patents that have been issued by the United States Patent Office for AIN services and other applications have been filed with the patent office. Attached as Exhibit KAS-10 to Ms. Stewart's testimony is a confidential exhibit that identifies the Qwest AIN patents. Qwest also has trademarks on several of the service names.

Ms. Stewart explained that the AIN services that Qwest has developed are also unique in regard to their actual implementation (that is, the "code"). Qwest has specified the requirements for all services based on its unique customer base, region, and in some cases, based on state PUC requirements. In addition, the service implementations are also unique because of the framework that Qwest has developed for the execution and support of AIN services. Qwest has developed several feature managers (for which a patent was granted in 1995) that allows Qwest to provision more than one AIN service to a subscriber. *Id.* at pages 48-50.

⁷¹ *UNE Remand Order* ¶ 419.

509. According to Ms. Stewart, CLECs have access to all vertical features loaded in a Qwest switch, not just access to the features Qwest is providing its retail customers. CLECs can use the Special Request Process (SRP) to activate features in the switch or to request that features be loaded into the switch. Specifically, the proposed SGAT states:

9.11.2.1 CLEC may purchase all vertical features that are loaded in Qwest's end office switch. CLEC may request features that are not activated in a Qwest end office switch utilizing the BFR Process contained in Section 17 of this SGAT. If CLEC requests features that are loaded, but not activated in a Qwest end office switch, appropriate recurring and nonrecurring charges will apply. Features provided through AIN capabilities in Qwest's signaling network are not available. *Id.* at page 50.

510. Qwest's unbundled switching element also includes the option for the CLEC to order custom routing. Custom routing allows a CLEC that obtains unbundled local switching to route its customers' calls to special trunk groups designated by the CLEC. For example, custom routing allows a CLEC's 411 calls to be routed to the CLEC's directory assistance trunk group (rather than on Qwest's directory assistance trunk group). This allows CLECs to route their customers' 411 calls to the CLECs' own choice of directory assistance provider. *Id.* at page 50.

511. Ms. Stewart explained that Qwest also offers CLECs unbundled tandem switching. The SGAT tracks the FCC requirement for unbundled tandem switching:⁷²

The local tandem switching element includes the facilities connection the truck distribution frames to the switch and all the functions of the switch itself, including those facilities that establish a temporary transmission path between two other switches, but does not include the transport needed to complete the call. The local tandem switching element also includes the functions that are centralized in local tandem switches rather than in separate end office switches.

⁷² *First Interconnection Order* at ¶ 425.

Ms. Stewart testified that, in Arizona, AT&T expressed concerns that Qwest's language did not fully capture the FCC's requirements for unbundled tandem switching. To address AT&T's concerns, Qwest added the following language proposed by AT&T:

9.10.2.2 The requirement to provide access to unbundled tandem switching includes: (i) trunk-connect facilities, including but not limited to the connection between trunk termination at a cross-connect panel and a switch trunk card; (ii) the base switching function of connecting trunks to trunks; and (iii) the functions that are centralized in tandem switches (as distinguished from separate end-office switches), including but not limited to call recording, the routing of calls to operator services, and signaling conversion features. Qwest shall unbundle access to call recording equipment only to the extent any such recording equipment is installed in a Qwest local tandem. *Id.* at page 51.

512. Ms. Stewart explained that Qwest has conducted a "Bench Test" which demonstrates that Qwest can, upon CLEC request, provision and maintain unbundled transport and switching in a timely and nondiscriminatory manner. The Bench Test demonstrated that the processes are in place for Qwest to successfully provision CLEC orders for unbundled transport and switching in a timely, accurate and nondiscriminatory manner. The Bench Test demonstrated that Qwest is able to install, repair/maintain, and bill these elements. For each unbundled element, the provisioning processes worked successfully—from the pre-order transactions, through the submission of an ASR/LSR, the order handling steps and the physical installation of the element, and concluding with the rendering of a bill. In addition, the testing of the repair and maintenance processes and procedures successfully demonstrated Qwest's capability to perform this function for these elements. According to Ms. Stewart, the Bench Test proves that Qwest can provision and install, within standard installation intervals, unbundled transport and switching when requested by a CLEC. *Id.* at pages 51-54.

513. Ms. Stewart testified that Qwest will provision unbundled switching in Colorado utilizing a defined order and provisioning flow. She explained that Qwest will maintain unbundled switching in Colorado utilizing a defined process flow. *Id.* at page 54.
514. Ms. Stewart explained that, given the limited demand for stand-alone unbundled local switching, the ROC has not identified specific performance measurements for stand-alone unbundled switching. The ROC has determined that testing of unbundled switching as part of a UNE combination is more appropriate. Therefore, the ROC OSS Test will specifically review Qwest's ability to provide CLECs nondiscriminatory access to unbundled switching in conjunction with combinations of loop and transport unbundled network elements. *Id.* at pages 56-57.
515. In conclusion, Ms. Stewart testified that, through its SGAT, Qwest has a concrete obligation to offer unbundled switching in accordance with the law and FCC rules. CLECs have not requested unbundled switching from Qwest. However, Qwest, through its Bench Test, has established that it can provision, maintain, and bill unbundled switching (in conjunction with dedicated transport as well as shared transport) upon request, and in a timely manner, thereby providing CLECs with a meaningful opportunity to compete. *Id.* at page 57.

3. Competitors' Positions

516. AT&T and WorldCom filed comments concerning Checklist Item No. 6 on January 16, 2001. These were the only comments filed prior to the February 20, 2001, start of Workshop 4.

517. In its initial comments (*Exhibit 4-ATT-13*), AT&T claimed that Qwest suggests that the primary flaw of the SGAT language on unbundled switching is that the SGAT focuses on unbundled switching as an *element* and does not actually address *access* to the element. Access should be provided at both the DS0 level for copper loops and at the DS1 level for PBX trunks, ISDN trunks, and Digital Loop Carrier. Standard Digital Loop Carrier interfaces should be provided to the switch, including GR303 and GR008, or any other interface used by Qwest. According to AT&T, the SGAT must be amended to include these types of access. *Exhibit 4-ATT-13* at page 37.
518. AT&T stated that Qwest must clarify which features are provided by the switch and which by AIN capabilities. *Id.* at page 38.
519. In § 9.11.1.9.2, Qwest indicates that “Additional Vertical Features in each switch are available on an individual case basis.” Although AT&T understands that each switch might present a slightly different case for vertical features, it alleged that Qwest is required to have a definite predetermined process and must provide a response to a request within “a reasonable and definite time.”⁷³ The process cannot delay the availability of the feature.⁷⁴ AT&T asserted that Qwest must modify this provision to describe with more precision a definite process pursuant to which it will describe the vertical features of a given switch. *Id.*
520. In § 9.11.2.1, Qwest indicates that a CLEC may purchase vertical features that are loaded but not activated on a switch, but only after it makes a request through the BFR process. AT&T claimed that the BFR process is a lengthy and expensive process that is

⁷³ *BellSouth Louisiana II Order*, ¶ 220.

unreasonable, discriminatory, and unnecessary and fails to meet the requirements in the *BellSouth Louisiana II Order*. Further, the BFR process contemplates that Qwest may deny a request. In this instance, where a function is loaded but not activated, AT&T claims that Qwest cannot deny access to the feature unless it can demonstrate to the Commission with clear and convincing evidence that the activation is not technically feasible.⁷⁵ AT&T stated that Qwest must modify this provision to establish a simpler, more expeditious process for activation. *Id.* at page 39.

521. In § 9.11.2.5, Qwest addressed the exception to the national unbundled local switching requirement established by the FCC.⁷⁶ Qwest has limited the availability of unbundled switching in wire centers to end users with four or more access lines within density zone 1 in the top 50 MSAs, as described by the FCC. AT&T asserted that Qwest imperfectly captures the FCC's exception and fails to create a workable solution to accommodate the exception. *Id.*
522. First, AT&T pointed out that the FCC has made clear that only those density zone 1 classifications "frozen" as of January 1, 1999, are appropriate to use in applying the unbundled switching exclusion. AT&T claimed that Qwest must confirm that the wire centers identified meet the FCC's criteria and that the identified wire centers do not include other density zones. *Id.*
523. AT&T stated that, if a CLEC is currently serving a customer using a loop/switch combination, and the customer adds a fourth (or more lines), then a CLEC should be able

⁷⁴ *Id.*

⁷⁵ *Id.*, ¶ 219.

⁷⁶ See *UNE Remand Order*, ¶¶ 276–299.

to continue to serve that customer using loop/switch combinations. Under the current language in the SGAT at the time AT&T filed its comments, a CLEC would appear to be required to migrate all of that customer's lines to resale or provide service by some facility-based offering. AT&T stated that this section of the SGAT should provide language to allow a CLEC to continue serving a customer under these circumstances, and that this section should also contain an express provision requiring that in no event may Qwest disconnect from service any CLEC customer before arranging for continued uninterrupted service. *Id.* at page 40.

524. Fourth, AT&T stated that previously there had been no clarity regarding the terms "end user," "customer," and "end user customer," which are apparently used interchangeably in § 9.11.2.5. AT&T acknowledged that Qwest's latest revisions filed in Colorado appear to address this issue. *Id.*

525. Also, AT&T claimed that the original phrase "located within the Wire Center" set forth in § 9.11.2.5 was ambiguous. AT&T was concerned that the initial draft of the SGAT raised a number of important questions. Did the SGAT refer to four or more lines for one customer *location* in the density zone 1 area? Did the SGAT refer to four or more lines for *all* customer locations of a *single* customer in the density zone 1 area? Did the SGAT refer to four or more lines for multiple customer locations in a *state*? AT&T had proposed that Qwest add the following language to § 9.11.2.5.3 of the SGAT to clarify the exclusion:

9.11.2.5.3.1 If a customer has three or fewer lines when the CLEC first begins serving the customer using UNE switching, singly or in combination, the addition by the customer of lines in excess of 3 shall not preclude the CLEC from continuing to serve the customer using UNE switching provided by Qwest.

9.11.2.5.3.2 The exclusion shall only apply to a single customer location within the density zone 1 area. Any additional customer locations, whether within the density zone 1 area or outside the density zone 1 area shall not be considered in determining whether more than 3 lines are in use by the customer.

9.11.2.5.3.3 Aggregated billing for more than one customer location shall not be used in an additive fashion. For example, a customer with one location having 3 lines and a second location having 2 lines could be served by a CLEC using unbundled switching or UNE-P in both locations.

9.11.2.5.3.4 Only voice lines shall be used in counting the exclusion. Data lines, alarm or security lines, or any other type of lines shall not be used in the count.

9.11.2.5.3.5 The high frequency portion of a loop shall not count as a second line.

9.11.2.5.3.6 End-users shall be considered individually in MDU buildings or any other multiple use or high-rise building or campus configuration.

9.11.2.5.3.7 A basic rate ISDN line counts as one line.

AT&T noted that the most recent version of the SGAT filed in Colorado attempts to address AT&T's concerns by partially adopting AT&T's proposal. *Id.* at pages 40 and 41.

526. According to AT&T, the restriction on unbundled switching should not apply in offices that have severe space or capacity limitations. If space in the Qwest office is insufficient for multiplexing, concentration, or the additional equipment needed for providing transport facilities, there should be no restriction on CLEC use of unbundled switching. If Qwest has insufficient Interoffice Facilities (IOF) to provide the transport capability for EELs, there should be no restriction on CLEC use of unbundled switching. In addition, the restrictions should not apply where service is provided using Remote Switching Modules (RSMs). Remote offices are typically small and may not have space for the appropriate multiplexing or concentration equipment. *Id.* at page 42.

527. AT&T stated that the SGAT does not appear to include provisions for unbundling the Centrex management and control features of the switch. These features would allow the CLEC to manage its own Centrex type services. According to AT&T, the SGAT must include language that will allow CLECs to control, manage and maintain their own Centrex services using the Qwest unbundled switch. *Id.*
528. AT&T also commented that the SGAT does not include any provisions notifying CLECs of changes to the switch, including generic software upgrades, etcetera. According to AT&T, the SGAT must be modified to provide for prompt and complete notification, as well as a process for CLECs to avail themselves of new features, functions, and capabilities. *Id.*
529. AT&T asserts that § 9.10 imperfectly reflects the requirements to provide tandem switching. Section 9.10.1 sets forth Qwest's definition of tandem switching. As an initial matter, AT&T notes that no FCC order or rule on this issue distinguishes between local and other kinds of tandems. *Id.* at pages 42 and 43.
530. Qwest's tandem switching "product" refers nominally to "local tandem switching." AT&T stated that Qwest must clarify whether this offering intends to limit a CLEC's access to all of Qwest's tandem switches. AT&T suggested, as an initial matter, that all of Qwest's references to "local tandem switches" be changed to "tandem switches" to more closely track the FCC's requirements. *Id.* at page 43.

531. AT&T stated that § 9.10.1 of the SGAT does not fully conform to the requirements set forth by the FCC. Accordingly, AT&T proposed that § 9.10.1 be revised to more closely reflect the FCC's order:⁷⁷

9.10.1 ~~The local tandem switching element establishes~~ The tandem switch element includes the facilities connecting trunk distribution frames to a tandem switch, and all the functions of the switch itself, including those facilities that establish a temporary transmission path between two other switches. ~~The local tandem switching element~~ The definition of the tandem switching element also includes the functions that are centralized in local tandems switches rather than in separate end office switches such as call recording, the routing of calls to operator services, and signaling conversion functions. *Id.*

532. In § 9.10.2, Qwest sets forth certain additional terms and conditions for access to tandem switches. Specifically, Qwest requires “tandem to tandem connections” between Qwest and third party tandem providers. AT&T agreed that it is elementary that “connections” must be made, but Qwest must provide more detail regarding what specific “connections” it deems are necessary, how they will be provided and by whom. *Id.*

533. In addition, AT&T proposed in another jurisdiction adding a new section as § 9.10.2.2 that tracks the FCC's orders:⁷⁸

9.10.2.2 The requirement to provide unbundled tandem switching includes: (i) trunk-connect facilities, including but not limited to the connection between trunk termination at a cross-connect panel and a switch trunk card; (ii) the base switching function of connecting trunks to trunks; and (iii) the functions that are centralized in tandem switches (as distinguished from separate end-office switches), including but not limited to call recording, the routing of calls to operator services, and signaling conversion features. *Id.* at page 44.

534. AT&T acknowledged that Qwest added substantially all of AT&T's proposal. However, AT&T expressed concern that Qwest added the following sentence: “Qwest shall

⁷⁷ *Local Competition Order*, ¶ 426.

⁷⁸ *SBC Texas Order*, ¶ 339, n.948.

unbundle access to call recording equipment only to the extent any such recording equipment is installed in a Qwest local tandem.” AT&T had a number of concerns about Qwest’s proposal. AT&T requested that Qwest clarify what it means by the word “installed.” In addition, AT&T requested that Qwest clarify why this proposal applies solely to a “local tandem.” *Id.*

535. WorldCom filed the testimony of Michael Beach on January 16, 2001. (*Exhibit 4-WCom-10*).
536. In § 9.10.1.1 and also in § 9.10.2.2, Qwest uses the phrase “centralized in local tandem switches” when referring to functions of the tandem switching unbundled element. Mr. Beach expressed concern that this may be interpreted to exclude legitimate tandem switching features that should be included in this unbundled element should Qwest decide to provide those features using an adjunct device to the switch. *Exhibit 4-WCom-10* at page 11.
537. WorldCom stated that Qwest language in these sections should be clarified to indicate that tandem switching features, whether performed physically within the tandem switch or in a physically separate adjunct device associated with the tandem switch be included within the tandem switching unbundled element. *Id.* at page 12.
538. At § 9.11.2.5 Qwest provides that unbundled switching is not available in certain end offices when the end-user customer to be served has four access lines or more. In a subsequent section, at 9.11.2.5.3, Qwest provides that UNE-P (which uses unbundled switching) is also not available in the conditions outlined in that paragraph. *Id.*

539. WorldCom asserted that the exception to provide unbundled switching in the top 50 MSAs was predicated upon a CLEC being able to obtain EEL connections from Qwest and using the EEL to connect end users to switching provided by the CLEC, themselves, or another carrier other than Qwest. WorldCom asserted that the ability of Qwest to deny unbundled switching or UNE-P in these situations should be conditioned upon Qwest's ability to provide the CLEC an EEL connection, upon request, for those certain end offices. *Id.*
540. In the case of UNE-P, Qwest offers this service to CLECs who seek to serve customers with fewer than four access lines located in those central offices. If the end user adds a fourth line, Qwest will not provide UNE-P and in that instance the CLEC must convert the customer to some other service. WorldCom proposed that UNE-P also be available in the situation described above, when an end user has four or more lines, but with market based rates applied to the unbundled switching element of the combination. While this would not be an economical way for WorldCom to provide local service to this customer in the long run, it would provide a smooth transition mechanism, avoiding disruption to the customer's existing service until WorldCom could coordinate conversion to another local service product. *Id.* at page 13.

4. Qwest's Response

541. On February 5, 2001, Qwest witness Lori A. Simpson filed a rebuttal affidavit on Checklist Item No. 6 issues. *Exhibit 4-Qwest-4.*
542. Ms. Simpson addressed the concerns expressed by WorldCom that that certain language in §§ 9.10.1.1 and 9.10.2.2 of the Colorado SGAT may limit the switch features that

should be included with UNE-Switching. Specifically, WorldCom stated that it is concerned about use of the phrase “centralized in local tandem switches” when referring to functions of the local tandem switching unbundled element because use of this phrase may be interpreted to exclude legitimate tandem switching features that should be included in this unbundled element should Qwest decide to provide those features using an adjunct device to the switch. To address WorldCom’s concerns, Ms. Simpson proposed the following changes to these sections of the SGAT:

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

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

543. Ms. Simpson addressed the concerns raised regarding § 9.23.3.17, which concerns contacts with CLEC end users who call Qwest. WorldCom stated in its testimony that while it agrees with certain portions of § 9.23.3.17 of the SGAT, it does not agree with the portion of this section that states “nothing in this Agreement shall be deemed to prohibit Qwest from discussing its products and services with CLEC’s end user customers who call Qwest.” WorldCom suggested adding the phrase “and requests information regarding Qwest products and services” to the end of the last sentence in

SGAT § 9.23.3.17 in order to cure what WorldCom sees as the section's problem. Ms. Simpson pointed out that the addition of nearly identical language as that proposed by WorldCom, to an identical provision in the resale section of the Colorado SGAT, has been discussed at length in the 271 workshops regarding resale, and the parties did not reach agreement. Qwest believes it has a right to discuss its products and services with callers to its offices. Furthermore, Qwest believes that it would be nearly impossible to implement rules capable of being followed that define when it would be acceptable to discuss products and services with end user customers of the other party, and when it would not be acceptable to do so. For these reasons, Qwest does not agree to add the suggested language.

However, the matching provision in the resale section of the Colorado SGAT was modified with the agreement of Qwest, AT&T, and WorldCom, in order to address some of the concerns expressed by WorldCom and AT&T, and Ms. Simpson suggested that it would be appropriate to make those same changes in this section of the SGAT. These changes clarify the parties' responsibilities concerning handling misdirected calls and make the provision reciprocal. Accordingly, Ms. Simpson proposed that § 9.23.3.17 be changed as follows:

9.23.3.17 CLEC, or CLEC's agent, shall act as the single point of contact for its end user customers' service needs, including without limitation, sales, service design, order taking, provisioning, change orders, training, maintenance, trouble reports, repair, post-sale servicing, billing, collection and inquiry. CLEC shall inform its end user customers that they are end user customers of CLEC. CLEC's end user customers contacting Qwest will be instructed to contact CLEC, and Qwest's end user customers contacting CLEC will be instructed to contact Qwest. In responding to calls, neither Party shall make disparaging remarks about each other. To the extent the correct provider can be determined, misdirected calls

received by either Party will be referred to the proper provider of local exchange service; however, nothing in this Agreement shall be deemed to prohibit Qwest or CLEC from discussing its products and services with CLEC's or Qwest's end user customers who call the other Party. *Id.* at pages 15-17.

544. Ms. Simpson responded to AT&T's claims to be aware of other CLECs' experiences with UNE-P Combinations, and AT&T states "there are several problems with Qwest's implementation of features with UNE-PAGE" Ms. Simpson testified that she was not aware of any of the type of problems to which AT&T refers above, and without details as to the allegations, could not respond. Concerning AT&T's question about the features available with UNE-Switching, Ms. Simpson attached to her rebuttal testimony a copy of the updated SGAT Exhibit E, which provides a list of all loaded vertical switch features, as well as the USOC for each. This list is available on Qwest's web site,⁷⁹ and the web site also contains the current availability status of each feature. *Id.* at pages 17-18.

545. AT&T complained that §§ 9.10 and 9.11 of the SGAT are inadequate to provide the required access to the switch port when, for example, a CLEC is providing its own loopage AT&T noted that "the primary flaw of the SGAT language on unbundled switching is that the SGAT focuses on unbundled switching as an *element* and does not actually address *access* to the element." AT&T claimed that "access should be provided at both the DS0 level for copper loops and at the DS1 level for PBX trunks, ISDN trunks, and Digital Loop Carrier. Standard Digital Loop Carrier interfaces should be provided to the switch, including GR303 and GR008, or any other interface used by Qwest." AT&T commented that the SGAT must be amended to include these types of access. In order to

⁷⁹ The web site address is
http://www.Qwest.com/wholesale/solutions/clecFacility/une_p_c.html.

address AT&T's concern about "access" to UNE-Switching, Ms. Simpson proposed the following modification to § 9.11.1.1:

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

Ms. Simpson stated that access to UNE-Switching encompasses all features, functions, and capabilities of the switch, including the DS1 level for PBX trunks, and ISDN trunks. Qwest does not conceptually disagree that a CLEC would have access to all digital loop carrier system interfaces. Ms. Simpson stated that Qwest will provide the results of its technical feasibility study on providing unbundled GR303 and GR008 access when available. *Id.* at pages 18-19.

546. With regard to SGAT §§ 9.11.2.1 and 9.11.1.8, Ms. Simpson addressed AT&T's statement that "there seems to be some issue with respect to which customer features are provided by the switch and which features are provided by AIN capabilities in the Qwest signaling network." Ms. Simpson testified that Qwest makes all vertical switch features available to CLECs. Furthermore, CLECs have access to the AIN database so that CLECs may develop their own AIN features. So, CLECs have access to all switch features, and they have control over their access to the AIN platform necessary to create their own AIN features. According to Ms. Simpson, this is the same position that Qwest is in. In order to accommodate CLECs that may be using or wish to use particular switch

features that may be migrated to Qwest's AIN for its own use, Qwest agreed to leave the switch software for such existing features on a switch. Ms. Simpson proposed the following SGAT change to describe this practice:

9.11.1.8 Vertical features are software attributes on end office switches. Vertical features are available separately and are listed in Exhibit E of the Agreement. If features that are loaded on Qwest's switch(es) are migrated to AIN for Qwest's own use, the switch software for such features will be retained on the Qwest switch(es) for the use of CLEC and CLEC's end user customers. *Id.* at pages 19-20.

547. Concerning the fact that Qwest does not provide access to its own AIN features with UNE-Switching, Ms. Simpson stated that Qwest complies with the FCC's rulings in this matter. In the *UNE Remand Order*, the FCC stated:

We agree with Ameritech that unbundling AIN service software such as "Privacy Manager" is not "necessary" within the meaning of the standard in section 251(d)(2)(A). In particular, a requesting carrier does not need to use an incumbent LEC's AIN service software to design, test, and implement a similar service of its own. (820) Because we are unbundling the incumbent LECs' AIN databases, SEC, SMS, and STPs, requesting carriers that provision their own switches or purchase unbundled switching from the incumbent will be able to use these databases to create their own AIN software solutions to provide services similar to Ameritech's "Privacy Manager." They therefore would not be precluded from providing service without access to it. Thus, we agree with Ameritech and BellSouth that AIN service software should not be unbundled.(821)⁸⁰ (Emphasis added.)

Ms. Simpson pointed out that the FCC has determined that AIN features are proprietary, and that when ILECs make the AIN platform available for CLECs to develop their own AIN features, an incumbent local exchange carrier's AIN features do not have to be provided with UNE-Switching. Qwest provides access to the Service Creation Environment (SCE) and AIN database for CLECs to develop their own AIN features.

⁸⁰ *UNE Remand Order*, ¶ 419. Footnotes 820 and 821 were omitted.

This is consistent with the FCC order that specifically stated ILECs are not required to unbundle AIN features.⁸¹ Because CLECs can develop their own AIN features, this restriction in no way disadvantages CLECs in providing features with UNE-Switching.

Ms. Simpson testified that Qwest's AIN features are proprietary to Qwest. While Qwest uses platforms developed by Telcordia for the development and deployment of all Qwest AIN services, those platforms have a component, called SPACE (Service Provisioning and Creation Environment), that is used to create new and unique services. SPACE is software owned by Telcordia and is proprietary to Telcordia. SPACE is a programming language that Qwest uses to compile and create its own AIN features. SPACE converts computer programs written in a text format into computer code. AIN features are programs that Qwest's engineers create and write. Qwest has developed the AIN services and features it has deployed. The former Advanced Technologies (AT) organization within Qwest wrote the service requirements and design documents. In all cases but one, the AT organization did the development (that is, the "coding") of the service using the SPACE software mentioned above. This one exception was due to a resource constraint at AT, and the work was contracted to Telcordia to do the actual "coding" of the service on SPACE.⁸² In all cases for all services, AT then did the product testing and deployment of the service into the Qwest network.

According to Ms. Simpson, the AIN features that Qwest has developed are also unique as to their actual design based on unique aspects of Qwest's retail business. Qwest has specified the requirements for all such features based on its unique retail end user

⁸¹ *UNE Remand Order*, ¶ 419.

⁸² This exception was a work for hire.

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

Furthermore, Ms. Simpson explained that Qwest has received patents from the United States Patent Office for some AIN features, and some patent applications are pending with the patent office. She attached to her testimony as Confidential and Proprietary Exhibit LAS-4 a list that identifies Qwest AIN patents and patent applications. Ms. Simpson testified that Qwest also has trademarks on several of the service names.

Ms. Simpson explained that Qwest generally substantially completes work on patents before a patent application is filed. An exception to this rule is patent number 5,448,631, which is listed as a patent under every AIN feature. This patent was filed before AIN was deployed. This patent covers the basic concept of how Qwest sets up more than one AIN feature on a line and allows AIN features to be added on an automated basis. It also resolves execution conflicts among AIN features regarding which one should execute first (e.g., the "No Solicitation" feature vs. the "Do Not Disturb" feature). *Id.* at pages 20-23.

548. Ms. Simpson responded to AT&T's statement that Qwest should modify § 9.11.1.9.2 of the Colorado SGAT to describe the process for identification of the features loaded

and/or activated in particular switches. Ms. Simpson testified that Qwest provides CLECs with on-line access to information about individual switch features by CLLI code and by NPA NXX. Ms. Simpson pointed out that there are several methods for obtaining this information.

First, the information may be obtained via the internet. The web site address for accessing this information is <http://www.uswest.com/wholesale/guides/index.html>. Using the pull-down menu called "Tariff & Network Info," a link is available called "Interconnection Databases." Once Interconnection Databases has been selected, a CLEC would select "Central Office Find". This allows the CLEC to use the end users NPA NXX to pull information about the serving wire center. The information includes wire center switch code or CLLI code, switch type, and switch generic. The CLLI code has an additional link for more specific information about the wire center. Additionally, the CLLI code can be used on another link from this screen called "Switch Features" to get a complete listing of all the available features in the particular switch. Or, from the Interconnection and Resale Resource Guide (IRRG), a CLEC can select "Switch Features" using the CLLI code of the serving wire center. This is a shorter link to the complete listing of the serving switch features. Second, CLECs can also use the Interconnection Mediated Access-Graphical User Interface (IMA-GUI) to obtain feature availability in switches. A feature availability function in the IMA-GUI provides all features and functions available from each Qwest switch. *Id.* at pages 23-25.

549. AT&T also suggested that Qwest must have a process for CLECs to request activation of loaded but nonactivated switch features. Ms. Simpson testified that Qwest has such a

process, called the Special Request Process, and it is described in Exhibit F to the Colorado SGAT. The Special Request Process applies for ordering switch features that are loaded, but not activated on a switch, as well as ordering switch features that are not loaded on a switch. Ms. Simpson proposed modifying § 9.11.2.1 as follows:

9.11.2.1 CLEC may purchase access to all vertical features that are loaded in Qwest's end office switch. CLEC may request features that are not activated and/or not loaded in a Qwest end office switch utilizing the Special Request Process contained in Exhibit F of this Agreement. If CLEC requests activation and/or loading of features in a switch, appropriate recurring and nonrecurring charges will apply. Features provided through AIN capabilities in Qwest's signaling network are not available. *Id.* at page 25.

550. Ms. Simpson responded to AT&T's complaint that the BFR process described in Colorado SGAT § 9.11.2.1 "is a lengthy and expensive process that is unreasonable, discriminatory and unnecessary," and that the BFR process contemplates that Qwest may deny a request. Ms. Simpson described that Qwest has a Special Request Process that is described in Exhibit F to the SGAT, and this process addresses AT&T's concerns. The Special Request Process, not the BFR process, is now the process to be used when a CLEC requests a switch feature that is loaded but not activated. *Id.* at pages 25-26.

551. Ms. Simpson responded to AT&T's claims that in § 9.11.2.5, Qwest "imperfectly captures the FCC's 'exception' regarding providing UNE-Switching in certain high density wire centers." AT&T stated that Qwest must confirm that the wire centers identified in Qwest's § 9.11.2.5 meet the FCC's criteria, and that Qwest must confirm whether the identified wire centers include other density zones and, if they do, Qwest should make clear in its SGAT that CLEC end user customers in such density zones are not covered by the exclusion, even if their lines are located in the named wire centers.

Ms. Simpson confirmed that the wire centers identified in the Colorado SGAT § 9.11.2.5 meet the FCC's criteria and are in Zone 1 and do not include any end user customers outside of Zone 1 density area as defined by the FCC. Qwest's SGAT accurately captures the FCC's criteria for this exception. *Id.* at pages 26-27.

552. AT&T states that § 9.11.2.5 “should also contain an express provision requiring that in no event may Qwest disconnect from service any CLEC customer before arranging for continued uninterrupted service.” Ms. Simpson testified that the addition of such a provision to the SGAT is not appropriate for the following reasons. CLECs, and not Qwest, are in control of arrangements that will provide uninterrupted service for their end user customers. CLECs place service requests to disconnect, install, or convert the CLECs' end user customers' services, not Qwest, and CLECs must do so in a manner that ensures their end user customers' service is not disrupted. *Id.* at page 28.

553. Ms. Simpson responded to AT&T suggestion that § 9.11.2.5 be modified to add language that provides that counting a CLEC's lines for purposes of applying the UNE-Switching exclusion be limited to single end user locations. Ms. Simpson explained that the exclusion does apply to single end user customers. The exclusion applies to all locations of the end user customer within the designated wire center, and, accordingly, the SGAT modification suggested by AT&T is not appropriate. However, Ms. Simpson proposed the following changes to § 9.11.2.5, and suggested that these changes properly address all of AT&T's concerns regarding the UNE-Switching exception:

9.11.2.5 Unbundled Switching (Shared Transport) does not constitute a UNE, and is therefore not available at UNE rates, when the end user customer to be served with Unbundled Local Switching has four access lines or more and the lines are located in density zone 1 in specified Metropolitan Statistical Areas

(MSAs).

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

<u>MSA</u>	<u>CLLI</u>	<u>Wire Center</u>
Denver	DNVRCOCH	Capitol Hill
	DNVRCOCP	Curtis Park
	DNVRCODC	Dry Creek
	DNVRCOMA	Denver Main
	DNVRCONO	Denver North

9.11.2.5.1.1 For end user customers located within the Wire Centers specified above, CLEC will determine whether end 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.

9.11.2.5.2 This exclusion will be calculated using the number of DS0-equivalent access lines CLEC intends to serve an end user customer within a Wire Center specified above.

9.11.2.5.3 Reserved for future use.

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

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

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

9.11.2.5.7 When a CLEC's customer with three lines or fewer served by UNE-P or unbundled switching adds lines so that it has four or more lines, CLEC shall convert such lines from UNE-P or unbundled switching to resale rates or other appropriate arrangement within 60 days.

9.11.2.5.8 A BRI ISDN line counts as one line. *Id.* at pages 28-30.

554. Regarding SGAT § 9.11.2.5, Ms. Simpson responded to AT&T's comments that the restriction on unbundled switching should not apply in offices that have space or capacity limitations. Ms. Simpson pointed out that the FCC's unbundled switching exemption is not dependent upon capacity availability for other services in impacted Qwest wire centers. The FCC made it clear that Qwest has no obligation to build unbundled dedicated transport, so the suggestion to link the switching exemption with sufficient transport facilities is not based on any obligation placed on Qwest. The FCC, after a detailed analysis, determined that CLECs had adequate alternatives to unbundled switching in wire centers in density zone 1 of the top 50 MSAs. The FCC did not limit its analysis to wire centers without exhaust issues. The FCC did require ILECs to offer EELs in those wire centers, but it did not condition the switching exception on facilities being available for a particular CLEC's EEL or collocation in a particular wire center. According to Ms. Simpson, the focus regarding whether a particular CLEC has access to a particular EEL or collocation is misplaced. The FCC's analysis is based upon the alternatives available to CLECs in the aggregate, and not as to whether a particular CLEC has access to a desired transport element. *Id.* at pages 30-31.
555. Ms. Simpson testified that Qwest has agreed to provide access to all central office-based Centrex features and functions, and Qwest has included such features on the list of available vertical switch features. *Id.* at page 32.
556. Ms. Simpson responded to AT&T claims that Qwest should modify the Colorado SGAT to include a provision providing for Qwest notification to CLECs of changes to the switch, including generic software upgrades. She testified that it is not necessary to add language to the SGAT regarding notification of generic software upgrades as there is a

process in place to provide such network disclosure. This process of network disclosure is required by the FCC under its Open Network Architecture rules, it works well, and it is well known to carriers. *Id.* at page 32.

557. Regarding § 9.10, Ms. Simpson explained that AT&T's assertion that no FCC order or rule on this issue distinguishes between local and other kinds of tandem switches or uses the term "local tandem switching" is incorrect. Appendix C to the UNE Remand Order contains the most recent version of FCC Rule 51.319. The current version of Rule 51.319 refers specifically to "local tandem switching." FCC rule 51.319(c) states:

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

Ms. Simpson pointed out that 51.319(c)(2) is even titled "*Local Tandem Switching Capability.*" The FCC's own rules dictate that it is local tandem switching capability that is required to be unbundled, and Ms. Simpson explained that it is not appropriate to modify or expand § 9.10 to include unbundling of access tandems. *Id.* at pages 32-33.

558. Ms. Simpson explained that the connections referred to in § 9.10.2 are to be provided by the CLEC, and LIS-type trunking is required for tandem-to-tandem connections between Qwest's tandem and a third party's tandem. *Id.* at page 33.

559. AT&T questions Qwest's addition to § 9.10.2 of the sentence "Qwest shall unbundle access to call recording equipment only to the extent any such recording equipment is installed in a Qwest local tandem." AT&T requests that Qwest clarify what it means by the word "installed." In response to AT&T's first point, Ms.

Simpson suggested modifying § 9.10.2 to clarify that call recording equipment in Qwest's local tandems will be unbundled. The change would be as follows:

9.10.2.2 The requirement to provide access to unbundled local tandem switching includes: (i) trunk-connect facilities, including but not limited to the connection between trunk termination at a cross-connect panel and a switch trunk card; (ii) the base switching function of connecting trunks to trunks; and (iii) the functions that are centralized in local tandem switches and their adjuncts, if any (as distinguished from separate end-office switches), including but not limited to call recording, the routing of calls to operator services, and signaling conversion features. Qwest shall unbundle access to call recording equipment in a Qwest local tandem. *Id.* at page 34.

560. Ms. Simpson responded to AT&T's assertions that § 9.23.3.18 "unlawfully imposes limitations on the use of UNE switching in some situations." The only example provided by AT&T is Qwest's now former policy not to provide UNE-P Combinations under the circumstances in which FCC has established the exception to unbundled local switching. Ms. Simpson explained that AT&T's concern has been addressed as Qwest agrees to provide access to UNE-P Combinations in those wire centers where Qwest is not required to offer UNE-Switching. *Id.* at pages 34-35.

5. Principal Workshop Discussions and Resolution

561. Workshop 4, which included a discussion of Checklist Item No. 6, commenced on February 20, 2001. The first session of this workshop continued through February 22, 2001. A follow-up workshop was held on these issues on March 20 to 22, 2001. Qwest's witness Karen A. Stewart stated that she filed an affidavit concerning Qwest's compliance with Checklist Item No. 6 on October 27, 2000. *Exhibit 4-Qwest-1*. The Checklist Item No. 6 part of this testimony was adopted by Qwest witness Lori A.

Simpson in her rebuttal affidavit filed February 5, 2001. Ms. Simpson stated that, on February 5, 2001, she filed a rebuttal affidavit on Checklist Item No. 6 issues. *Exhibit 4-Qwest-4s*.

562. The remainder of this portion of the report will summarize the workshop discussions and resolutions in Workshop Issue Identification Number sequence for ease of readability, even though that may not have been the actual sequence of the workshop discussions.

563. **Workshop Issue No. 6-1 (SW-1).** Availability of Switch Functions – SGAT §§ 9.10.1.1 & 9.10.2.2

564. Ms. Simpson from Qwest testified that, to address WorldCom's concerns, Qwest proposed to revise the SGAT to read:

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

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

565. The parties agreed that this issue was **closed**. (Workshop Transcript, February 22, 2001, page 36).

566. **Workshop Issue No. 6-2 (SW-2).** Contacts with CLEC End User Customers by Qwest, and Vice Versa – SGAT § 9.23.3.17
567. Ms. Simpson testified that Qwest could not agree to the language proposed by WorldCom, because Qwest considers that it is its legal right to discuss its products and services with callers. Qwest also considered WorldCom’s language difficult to implement and enforce. (Workshop Transcript, February 22, 2001, page 36).
568. CLECs argue that discussion of products and services should be limited within the confines of customer-initiated dialog, by modifying SGAT § 9.23.3.17 as follows: “Nothing in the agreement prohibited the companies from discussing its products and services with customers of the other company in response to questions from the caller regarding that company’s services.” (Workshop Transcript, February 22, 2001, page 39).
569. The parties recognized that this issue was the same as the issue that went to impasse during the Resale Workshop, Issue 14-9. Qwest stated that it revised the language in this section to match the changes it made to the resale section. (Workshop Transcript, February 22, 2001, page 40).
570. The parties agreed that this issue is at **impasse** and should be resolved the same as the resale issue.
571. **Workshop Issue No. 6-3 (SW-3).** Alleged Problems with Feature Availability with UNE-Switching - Exhibit E
572. Qwest testified at the Workshop that Exhibit E of the SGAT lists all of the features that are available with unbundled switching. That information is also available on a web site,

which also informs the CLEC if a feature is activated in a given switch. Qwest stated that it has a specific legal obligation to provide features in § 9.11.1.1 of the SGAT. Qwest state that they go beyond FCC requirements by not only providing access to features loaded but not activated in a switch, but also to features not loaded in a switch. (Workshop Transcript, February 22, 2001, page 44-45). The parties agreed that this issue was **closed**. (Workshop Transcript, February 22, 2001, page 47).

573. **Workshop Issue No. 6-4** (SW-4). Alleged Problems with SGAT §§ 9.10 and 9.11 regarding Qwest's obligation to provide unbundled switching.
574. During the Workshop, Qwest stated that it had revised § 9.11.1.1 to include "providing access to local tandem switching and access to unbundled switching" as well as "access to all features, functions and capabilities of the switch," so as to be more consistent with the FCC's language (Workshop Transcript, February 22, 2001, page 47). The parties agreed that this issue was **closed**. (Workshop Transcript, February 22, 2001, page 48).
575. **Workshop Issue No. 6-5** (SW-5). AIN and Switch Vertical Features - SGAT §§ 9.11.2.1 and 9.11.1.8
576. AT&T contends that Qwest can "hide" features by converting them to AIN features that do not need to be unbundled if deemed proprietary, thereby reducing feature availability. AT&T stated that the FCC only addressed specific AIN features when it held that they were proprietary, and AT&T is of the opinion that Qwest's AIN features should not be considered proprietary. (Workshop Transcript, February 22, 2001, page 49-50). Qwest stated that the FCC was clear in paragraph 419 of the *UNE Remand Order* that all AIN

features are proprietary and are not subject to unbundling obligations. (Workshop Transcript, February 22, 2001, page 51).

577. At the Workshop, Ms. Simpson testified that Qwest makes all vertical switch features available to CLECs. Furthermore, CLECs have access to the AIN database so that CLECs may develop their own AIN features. Since CLECs have access to all switch features, and they have control over their access to the AIN platform necessary to create their own AIN features, they effectively achieve parity with Qwest. (Workshop Transcript, February 22, 2001, page 49).
578. As such, Qwest contends the CLECs are in exactly the same position as Qwest and have access to the same platform to develop AIN features. In order to accommodate CLECs that may be using or wish to use particular switch features that may be migrated to Qwest's AIN for its own use, Qwest agreed to leave the switch software for such existing features on a switch. (Workshop Transcript, February 22, 2001, page 53).
579. Staff pointed out that Exhibit E contained some features that are not available with switching. Qwest agreed to update the list. (Workshop Transcript, February 22, 2001, page 56). Qwest provided a revised Exhibit E at the Workshoppage (Workshop Transcript, February 22, 2001, page 175, Exhibit 4-Q-33).
580. At the Workshop, Qwest introduced a list of patents and patents pending that relate to Qwest's AIN features. Qwest stated that the patents were held by Qwest Communications International, Inc. (Workshop Transcript, February 23, 2001, page 7-11). The parties agreed that this issue had reached **impasse**.

581. **Workshop Issue No. 6-6 (SW-6).** Process for Requesting Activation of Switch Features per SGAT § 9.11.1.9.2
582. During the Workshop, Qwest explained that the Special Request Process can be used to order features loaded but not activated in a switch and features not loaded in a switch. The parties agreed to address the Special Request Process at the same time that BFR is addresses. This issue was **deferred** to the General Terms and Conditions Workshopage (Workshop Transcript, February 22, 2001, page 80).
583. **Workshop Issue No. 6-7 (SW-7).** Allegations that BFR Process not Appropriate or Adequate to Request Switch Feature Activation per SGAT § 9.11.2.1
584. During the Workshop, Qwest explained that the Special Request Process can be used to order features loaded but not activated in a switch and features not loaded in a switch. The parties agreed to address the Special Request Process at the same time that BFR is addresses. This issue was **deferred** to the General Terms and Conditions Workshopage (Workshop Transcript, February 22, 2001, page 80).
585. **Workshop Issue No. 6-8 (SW-8).** Identification of Wire Centers Included in “Exception to Requirement to Provide UNE-Switching” per SGAT § 9.11.2.5
586. During the Workshop, Ms. Simpson testified that the wire centers identified in the Colorado SGAT § 9.11.2.5 meet the FCC’s criteria and are in Zone 1 and do not include any end user customers outside of Zone 1 density area as defined by the FCC. Qwest’s SGAT accurately captures the FCC’s criteria for this exception. The parties agreed that this issue was **closed** when Qwest agreed to add language that the exemption applies to

Zone 1 as it was defined on January 1, 1999. (Workshop Transcript, February 22, 2001, page 83-87, 178-179).

587. **Workshop Issue No. 6-9** (SW-9). Access to EELs and Exception to Requirement to Provide UNE-Switching per SGAT § 9.11.2.5
588. At the workshop, AT&T proposed SGAT language to the effect that the switching exception would not apply in wire centers that have EEL held orders or insufficient collocation. (Workshop Transcript, February 22, 2001, page 189-190, Exhibit 4-ATT-31).
589. Qwest stated that the FCC did not predicate the switching exemption on facility availability. Rather, the FCC conditioned the exemption on the ILEC offering EELs, which Qwest does. Moreover, the FCC did not condition the exemption on facilities being available to a particular CLEC to use an EEL in any route it chooses. (Workshop Transcript, February 22, 2001, page 83-87). Issue was at **impasse**.
590. **Workshop Issue No. 6-10** (SW-10). Loop/Switch Combinations and Exception to Requirement to Provide UNE-Switching – SGAT § 9.11.2.5
591. During the Workshop, Qwest announced that it had changed its policy, and that it was offering UNE-P at market-based switching rate in Zone 1 of the top 50 MSAs. (Workshop Transcript, February 22, 2001, page 91). AT&T stated that Qwest's concession did not go far enough, because switching would not be available at UNE rates for lines 1 to 3 after the CLEC's customer added a fourth line. (Workshop Transcript,

February 22, 2001, page 92). To be considered in conjunction with Issue 2-53 (UNEP-1).
Closed here.

592. **Workshop Issue No. 6-11** (SW-11). Interruption of Service and Exception to Requirement to Provide UNE-Switching – SGAT § 9.11.2.5
593. Qwest stated that, because of the fact that it had announced that it was offering UNE-P at market-based switching rate in Zone 1 of the top 50 MSAs, the danger of putting customers out of service was no longer real. The change would be just a billing change. (Workshop Transcript, February 22, 2001, page 94). The parties agreed that this issue was **closed**. (Workshop Transcript, February 22, 2001, page 95).
594. **Workshop Issue No. 6-12** (SW-12). End User Customer Location and Exception to Requirement to Provide UNE-Switching – SGAT § 9.11.2.5
595. During the Workshop, the parties discussed how lines 1 to 3 would be counted. Qwest stated that it had revised the SGAT to address many of AT&T's concerns regarding the UNE-Switching exception:

9.11.2.5 Unbundled Switching (Shared Transport) does not constitute a UNE, and is therefore not available at UNE rates, when the end user customer to be served with Unbundled Local Switching has four access lines or more and the lines are located in density zone 1 in specified Metropolitan Statistical Areas (MSAs).

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

<u>MSA</u>	<u>CLLI</u>	<u>Wire Center</u>
Denver	DNVRCOCH	Capitol Hill
	DNVRCOCP	Curtis Park
	DNVRCODC	Dry Creek

DNVRCOMA	Denver Main
DNVRCONO	Denver North

9.11.2.5.1.1 For end user customers located within the Wire Centers specified above, CLEC will determine whether end 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.

9.11.2.5.2 This exclusion will be calculated using the number of DS0-equivalent access lines CLEC intends to serve an end user customer within a Wire Center specified above.

9.11.2.5.3 Reserved for future use.

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

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

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

9.11.2.5.7 When a CLEC's customer with three lines or fewer served by UNE-P or unbundled switching adds lines so that it has four or more lines, CLEC shall convert such lines from UNE-P or unbundled switching to resale rates or other appropriate arrangement within 60 days.

9.11.2.5.8 A BRI ISDN line counts as one line.

596. The only remaining issue was whether the three lines would be counted by customer location, or by the number of lines a customer has in Zone 1. Issues have been significantly narrowed, but the parties declared this remaining issue at **impasse**. (Workshop Transcript, February 22, 2001, page 95-96).

597. **Workshop Issue No. 6-13 (SW-13).** Wire Center Capacity Limitations and Exception to Requirement to Provide UNE-Switching per SGAT § 9.11.2.5

598. This issue is the same as SW-9 and reached **impasse**, and the parties agreed to brief them together. (Workshop Transcript, February 22, 2001, page 90).
599. **Workshop Issue No. 6-14 (SW-14).** Centrex Service and Availability of Administrative Features
600. During the Workshop, Qwest stated that it made Centrex features and functions available, including Centrex Management System. The parties agreed that this issue was **closed**. (Workshop Transcript, February 22, 2001, page 100-101, 180).
601. **Workshop Issue No. 6-15 (SW-15).** Notification of Changes to the Switch
602. During the Workshop, Ms. Simpson testified that Qwest was obligated under the Open Network Architecture (ONA) rules to give notifications of switch changes. She testified that Qwest had a web site for such notifications. (Workshop Transcript, February 22, 2001, page 101-102).
603. At CLECs' request, Qwest modified § 9.11.2.11 to address ONA rules, and what would happen if ONA rules no longer existed. The parties agreed upon the language. (Workshop Transcript, February 22, 2001, page 180-184, Exhibit 4-Qwest 36) The parties agreed that this issue was **closed**. (Workshop Transcript, March 19, 2001, page 7-8).
604. **Workshop Issue No. 6-16 (SW-16).** Unbundled Tandem Switching per SGAT § 9.10
605. During the Workshop, Qwest stated that the FCC rules require unbundling of only local tandems. (Workshop Transcript, February 22, 2001, page 105-106).

606. The parties agreed that this issue was **closed** when Qwest agreed to unbundle access tandems in certain circumstances. (Workshop Transcript, February 22, 2001, page 184-185, Exhibit 4-Qwest-37, March 23, 2001, page 9-10)
607. **Workshop Issue No. 6-17** (SW-17). Unbundled Tandem Switching per SGAT § 9.10.2
608. At the Workshop, the parties agreed that this issue was **closed** when Qwest agreed to add language to § 9.10.2.1 regarding tandem and tandem connections. (Workshop Transcript, February 22, 2001, page 186, Exhibit 4-Qwest-38).
609. **Workshop Issue No. 6-18** (SW-18). Unbundled Tandem Switching per SGAT § 9.10.
610. In response to AT&T's concern, Qwest modified § 9.10.2.2 to certify that call recording equipment in Qwest's local tandems will be unbundled. The parties agreed that this issue was **closed**. (Workshop Transcript, February 22, 2001, page 110-111).
611. **Workshop Issue No. 6-19** (SW-19). Availability of GR-303 Interfaces
612. At the workshops, Rachel Torrence from Qwest testified that Qwest does not have an obligation to unbundle the DLC platform, which would be a consequence of providing access to GR-303. She testified that there are operational issues with providing access to GR-303 and GR-008.
613. If Qwest were to provide access to GR-303, it would have to open up the time slot management channel. Doing this would degrade service quality. In addition, Qwest would have to open up the embedded operations channel. Doing so would give the

CLEC the ability to observe the operations of Qwest and other CLECs. (Workshop Transcript, March 19, 2001, page 13-24).

614. AT&T stated that there are no technical feasibility issues. The performance issues could be taken care of by a concentration rule. Mr. Wilson from AT&T testified that he was not sure Qwest had an obligation to provide access to a remote terminal where one did not exist. He stated that other operational issues could be resolved by Qwest providing reasonable constraints on loading for digital loop carrier. (Workshop Transcript, March 19, 2001, page 23-27). He stated that Qwest could resolve the security issues by maintaining control of the management channel. (Workshop Transcript, March 19, 2001, page 30-33). The parties agreed that this issue was at **impasse**. (Workshop Transcript, March 19, 2001, page 33-34).

615. **Workshop Issue No. 6-20** (SW-20). DS3 and OC-N Level Trunk Ports

616. Qwest provided language that DS3 and OC-N level trunk ports are available through the Special Request Process. The parties agreed that this issue was **closed**. (Workshop Transcript, March 19, 2001, page 40-42), March 20, 2001, page 2, Exhibit 4-Qwest 55).

617. **Workshop Issue No. 6-21** (SW-21). Compatibility of Attributes Listed in § 9.11.1.6 with Colorado Statutes

618. The parties agreed that this issue was **closed**. (Workshop Transcript, March 20, 2001, page 57-60, Exhibit 4-Qwest-56).

619. **Workshop Issue No. 6-22** (SW-22). OS/DA and ISDN/BRI Trunk Ports

620. During the Workshop, Qwest agreed that a CLEC using an ISDN/BRI trunk port can access its own, or a third party's, operator services. The parties agreed that this issue was **closed**. (Workshop Transcript, February 22, 2001, page 130-131, March 19, 2001, page 45-46, Exhibit 4-Qwest-44).
621. Workshop Issue No. 6-23 (SW-23). ISDN Features
622. During the Workshop, Qwest agreed that purchasers of ISDN switch ports have access to the same features as Qwest end users. The parties agreed that this issue was **closed**. (Workshop Transcript, February 22, 2001, page 132-133, March 19, 2001, page 45-49, Exhibits 4-Qwest-45,46 and 48).
623. **Workshop Issue No. 6-24** (SW-24). Analog/Digital Trunks
624. During the Workshop, Qwest agreed to clarify § 9.11.1.10 and 11 to provide for analog and digital facilities. The parties agreed that this issue was **closed**. (Workshop Transcript, February 22, 2001, page 134-139, March 20, 2001, page 18-19).
625. **Workshop Issue No. 6-25** (SW-25). Usage Records for Billing
626. Qwest agreed to language regarding usage records, but Qwest noted that it does not provide CLECs with usage records for local calls to the CLEC's unbundled switch port. Qwest pointed out that Qwest does not charge CLECs for such calls, so there is no reason to supply usage records. Qwest noted that its practice is consistent with the practice of Bell Atlantic in New York. (Workshop Transcript, March 19, 2001, page 51-59). Qwest provides usage information for originating but not terminating local calls. (Workshop Transcript, March 19, 2001, page 59-78). Qwest proposed new language, and the parties

engaged in extensive discussion and negotiation. (Workshop Transcript, March 20, 2001, page 3-18, 69-80, Exhibits 4-Qwest-57, 58, 59, 85, 106). The parties reached agreement on all issues, after Qwest added language clarifying that it does not provide records for calls transiting from another carrier through Qwest's network and it was agreed that this issue was **closed**. (Workshop Transcript, March 22, 2001, page 65-69).

627. **Workshop Issue No. 6-26 (SW-26).** Qwest to Update Technical Publications

628. The parties had extensive discussion regarding updating technical publications and other Qwest documentation. This issue was initially considered closed when Qwest agreed to update documentation within 45 days of closing a workshop and to send the updated documents to CICMPAGE (Workshop Transcript, March 20, 2001, page 83-119, 4-Qwest-97).

629. CLECs did not believe these language modifications resolved the issue; therefore, this issue reached **impasse** and the participants were to file legal briefs.

6. Staff Compliance Assessment

630. The technical discussions in Workshop 4 concerning access to unbundled local switching were thorough and comprehensive, with each participant having ample opportunity to raise their issues and have them thoroughly discussed. Additionally, testimony and comments were filed to add to the record of this investigation.

631. The primary focus of the workshop was to address the terms and conditions of Qwest's SGAT to assess the adequacy of Qwest's concrete and specific legal obligation to provide access to unbundled local switching in accordance with the requirements of the Act and

the FCC. The workshop discussions provided Staff the opportunity to hear in detail the positions of the participants regarding the issues that arose and to evaluate the appropriateness of compromises that were crafted to resolve disagreements by consensus of the participants. The terms and conditions of the SGAT were thoroughly and rigorously reviewed.

632. There were five disputed issues that reached impasse and on which briefs were filed by Qwest, AT&T, WorldCom, and Covad. These briefs and other information, as may be requested by the Commission, will be considered and the impasse issues will be resolved by the Commission through the dispute resolution process ordered by the Commission in this docket. The Commission's decisions to resolve the issues in dispute will be incorporated into the subsequent Volume IVA in this series of Staff reports.
633. Subject to the Commission's resolution of the issues in dispute (which will reveal the Commission's decision regarding what is required for compliance regarding these issues), Staff's assessment is that the terms and conditions of Qwest's SGAT otherwise meet the requirements of the Act and the FCC with regard to access to unbundled local switching. The SGAT demonstrates Qwest's concrete and specific legal obligation to provide access to unbundled local switching to competitors.
634. Except for the impasse issues, the terms and conditions of Qwest's SGAT regarding access to unbundled local switching are not otherwise disputed by participants.
635. The determination of whether the SGAT rates for unbundled switching are just and reasonable will be made by the Commission in the companion cost docket proceeding (Docket No. 99A-577T).

636. Qwest must also demonstrate that it currently furnishes, or is ready to furnish, unbundled local switching in quantities that competitors may reasonably demand and at an acceptable level of quality. To assess Qwest's current performance, this Commission will rely on the results of the ROC OSS Test and other evidence, including Colorado-specific commercial usage experience, that may be brought to the Commission's attention.

637. Staff will provide its assessment of Qwest's actual performance with respect to access to unbundled local switching at such time as the ROC OSS test results and any other evidence are incorporated into this proceeding.

IV. CONCLUSIONS

A. GENERAL CONCLUSIONS

638. 47 U.S.C. § 271 contains the requirements that a BOC must satisfy to be authorized entry into the in-region, interLATA market.

639. Qwest is a BOC as defined in 47 U.S.C. § 153 and currently may only provide interLATA services originating in any of its in-region states if the FCC approves Qwest's application for relief under 47 U.S.C. § 271(d)(3).

640. The Colorado PUC is a "state commission" as that term is defined in 47 U.S.C. § 153(41).

641. Pursuant to 47 U.S.C. § 271(d)(2)(B), before making any determination under this subsection, the FCC is required to consult with the state commission of any state that is

the subject of the application in order to verify the compliance of the BOC with the requirements of subsection (c).

642. In order to obtain § 271 authorization to provide in-region, interLATA services the BOC must *inter alia* meet the requirements of § 271(c)(2)(B), the Competitive Checklist.

B. CHECKLIST ITEM NO. 2 - CONCLUSIONS

643. Checklist Item No. 2 requires Qwest to provide or offer to provide “nondiscriminatory access to network elements in accordance with §§ 251(c)(3) and 252(d)(1).” § 251(c)(3) requires that Qwest provide access to unbundled network elements, “at any technically feasible point,” and in a manner that “allows requesting carriers to combine such elements.” Section 252(d)(1) establishes pricing standards for UNEs, which shall be nondiscriminatory and “based on cost” plus a “reasonable profit.”
644. UNEs under § 251(c)(3) as set forth in Rule 51.319, includes loops, sub-loops, NIDs, local circuit switching, dedicated and shared transport, dark fiber, signaling, call-related databases, and operations support systems. Workshop 4 dealt with the provision of UNEs generally, and specifically with UNE Combinations, UNE Platform, and Enhanced Extended Link. Other specific UNEs were addressed in other workshops and will be discussed in those other reports.
645. Section 251(d)(1) of the Act requires the FCC to establish regulations to determine which network elements must be provided on an unbundled basis. Section 251(d)(2) of the Act requires the FCC, when determining what network elements should be made available, to consider, at a minimum, whether “access to such network elements as are proprietary in

nature is *necessary*,” and whether “the failure to provide access to such network elements would *impair* the ability of the telecommunications carrier seeking access to provide the services that it seeks to offer.”

646. The Act requires Qwest to provide unbundled network elements in a manner that enables a CLEC to combine them to provide telecommunication services. The Act states that ILEC shall provide unbundled network elements in a manner that allows requesting carriers to combine such elements in order to provide such telecommunications service.”
47 U.S.C. § 251(c)(3).

647. Workshop 4 dealt primarily with assessing the terms and conditions of Qwest’s SGAT. There are disputed issues remaining that reached impasse and that will be resolved by the Commission. The Commission’s decisions will determine what changes, if any, will be required in Qwest’s SGAT to provide nondiscriminatory access to network elements as required by the Act and the FCC. Subject to a demonstration that the Commission’s dispute resolution decisions are implemented, the terms and conditions of Qwest’s SGAT otherwise meet the requirements for nondiscriminatory access to network elements of Checklist Item No.2 that were discussed in Workshop 4 and demonstrate that Qwest has a concrete and specific obligation to provide nondiscriminatory access to such network elements. Except for the impasse issues, the terms and conditions of Qwest’s SGAT are not otherwise disputed by participants.

648. The Commission subsequently will determine whether the rates for unbundled network elements are just and reasonable in the Commission’s companion cost docket (Docket No. 99A-577T).

649. Qwest's current actual performance with respect to Checklist Item No. 2 will be evaluated upon completion of the ROC OSS Test and the review of any other evidence, including Colorado-specific commercial usage experience, that may be brought to the Commission's attention.

C. CHECKLIST ITEM NO. 5 - CONCLUSIONS

650. Checklist Item No. 5 requires Qwest to provide "[l]ocal transport from the trunk side of a wireline local exchange carrier switch unbundled from switching or other services." In its *UNE Remand Order*, the FCC expanded the scope of interoffice facilities to include dark fiber and reaffirmed and clarified the ILEC's obligation to provide dedicated interoffice facilities at all technically feasible capacities.
651. The FCC reaffirmed that the definition of dedicated transport "includes all technically feasible capacity-related services such as DS1-DS3 and OC3-OC96 dedicated transport services." It also stated that it was modifying its definitions "to clarify that incumbent LECs must unbundle DS1 through OC192 dedicated transport offerings and such higher capacities as evolve over time." The ILECs also have to provide unbundled access to ring transport architectures.
652. The FCC, however, did not require ILECs "to construct new [dedicated] transport facilities to meet specific competitive LEC point-to-point demand requirements for facilities that the incumbent LEC has not deployed for its own use". The ILEC must also provide the "use of the features, functions, and capabilities of interoffice transmission facilities shared by more than one customer or carrier."

653. Workshop 4 dealt primarily with assessing the terms and conditions of Qwest's SGAT. There are disputed issues remaining that reached impasse and that will be resolved by the Commission. The Commission's decisions will determine what changes, if any, will be required in Qwest's SGAT to provide local transport from the trunk side of a wireline local exchange carrier switch unbundled from switching or other services as required by the Act and the FCC. Subject to a demonstration that the Commission's dispute resolution decisions are implemented, the terms and conditions of Qwest's SGAT otherwise meet the requirements local transport from the trunk side of a wireline local exchange carrier switch unbundled from switching or other services of Checklist Item No.5 and demonstrate that Qwest has a concrete and specific obligation to provide nondiscriminatory access to network elements. Except for the impasse issues, the terms and conditions of Qwest's SGAT are not otherwise disputed by participants.
654. The Commission subsequently will determine whether the rates for unbundled transport are just and reasonable in the Commission's companion cost docket (Docket No. 99A-577T).
655. Qwest's current actual performance with respect to Checklist Item No. 5 will be evaluated upon completion of the ROC OSS Test and the review of any other evidence, including Colorado-specific commercial usage experience, that may be brought to the Commission's attention.

B. CHECKLIST ITEM NO. 6 - CONCLUSIONS

656. Checklist Item No. 6 requires Qwest to provide "local switching unbundled from transport, local loop transmission or other services." Section 271(c)(2)(B)(ii) of the Act

requires Qwest to establish that they provide or offer to provide “nondiscriminatory access to network elements in accordance with §§ 251(c)(3) and 252(d)(1).”

657. The local circuit switch UNE generally includes the basic functions of connecting lines and trunks -- the line side facilities and trunk side facilities -- and all features, functions and capabilities of the switch. The FCC’s rules require ILECs to offer (1) line-side ports and switching, including the connection between a line equipment termination at an MDF or COSMIC frame and a line card, and (2) the connection between the trunk-side of the switch (the trunk card) and a termination at the TMDF, and (3) all features, functions and capabilities of the switch.
658. Pursuant to § 271(c)(2)(B)(vi), Qwest is required to provide “local switching unbundled from transport, local loop transmission, or other services.” The FCC made an exception to the requirement to provide unbundled local switching: “where incumbent LECs have provided nondiscriminatory, cost-based access to combinations of loop and transport unbundled network elements (EELs), requesting carriers are not impaired without access to unbundled switching for end users with four or more lines within density zone 1 in the top 50 metropolitan statistical areas (MSAs).”
659. Workshop 4 dealt primarily with assessing the terms and conditions of Qwest’s SGAT. There are disputed issues remaining that reached impasse and that will be resolved by the Commission. The Commission’s decisions will determine what changes, if any, will be required in Qwest’s SGAT to provide local switching unbundled from transport, local loop transmission or other services as required by the Act and the FCC. Subject to a demonstration that the Commission’s dispute resolution decisions are implemented, the

terms and conditions of Qwest's SGAT otherwise meet the meet the requirements for local switching unbundled from transport, local loop transmission or other services of Checklist Item No.6 and demonstrate that Qwest has a concrete and specific obligation to provide local switching unbundled from transport, local loop transmission or other services. Except for the impasse issues, the terms and conditions of Qwest's SGAT are not otherwise disputed by participants.

660. The Commission subsequently will determine whether the rates for unbundled switching are just and reasonable in the Commission's companion cost docket (Docket No. 99A-577T).
661. Qwest's current actual performance with respect to Checklist Item No. 6 will be evaluated upon completion of the ROC OSS Test and the review of any other evidence, including Colorado-specific commercial usage experience, that may be brought to the Commission's attention.

APPENDIX A

Qwest's Colorado Application To Provide In-Region, InterLATA Service (Section 271 of the Telecommunications Act of 1996) Colorado PUC Docket No. 97I-198T

COLORADO ISSUES LOG (COIL) Workshop 4 (Checklist Items Nos. 2, 5, 6)

CHECKLIST ITEM NO. 2:

Access to Unbundled Network Elements

Issue ID COIL # & SGAT	Description of Issue and Resolution	Status
2-1 (CL2-1) 12.2.9.3.1 12.2.9.4.1 12.2.9.3.3 12.2.9.3.4	AT&T expressed concern with Qwest's testing environment for its EDI interface. Qwest contended that issue of "test bed" was being addressed in CICMP and expressed the opinion that, in light of the extensive testing done with CLECs, the size and scope of the test proposed by AT&T was unreasonable and unnecessary. Staff suggested that Qwest develop language to add to § 12 of the SGAT explaining the testing it would commit to do with CLECs (<i>Tr. 02/22/01, pages 14-19</i>). Qwest presented a proposal for language to add to § 12 of the SGAT (12.2.9.3 and 12.2.9.4) enumerating testing conducted with CLECs and its agreement to build a test bed (<i>Tr. 03/20/2001, page 144</i>). AT&T stated that language merely set forth Qwest's current practice, and did not meet AT&T's needs which encompassed "full-fledged test provisioning and operational centers." Qwest contends it has made most current EDI release available along with release previous to current release -- with at least two versions of EDI active at any time. The older version is to be available for at least 6 months following a new release. Resolution deferred to General Terms & Conditions Workshopage (<i>Tr. 03/21/01, pages 3-15</i>)	Closed
2-2 (CL2-2)	Ascent claimed Qwest relies solely on SGAT to demonstrate checklist compliance. Qwest contends checklist compliance is based on (a) performance measures as reflected in Performance Indicator Definitions negotiated and audited in the ROC; (b) results of OSS testing; and (c) commercial experience. (<i>Tr. 02/21/01, pages 51-56</i>).	Closed
2-3 (CL2-3) 9.1.1	AT&T requested detailed inventory of Qwest's present challenges to "Existing Rules" and recommended deletion of SGAT 9.1.1. Qwest agreed to revise SGAT 9.1.1 and 9.23.1.2.1 as follows (<i>Tr., 02/21/01, page 64</i>): Changes in law, regulations or other "existing rules" relating to UNEs, including additions and deletions of elements Qwest is required to unbundle and/or provide in a UNE Combination, shall be incorporated into this Agreement by amendment pursuant to § 2.2.. CLEC and Qwest agree that the UNEs identified in § 9 are not exclusive and that, pursuant to changes in FCC rules, state laws, or the Bona Fide Request process, CLEC may identify and request that Qwest furnish additional or revised UNEs to the extent required under Section 251(C)(3) of the Act and other applicable laws. Failure to list a UNE herein shall not constitute a waiver by CLEC to obtain a UNE subsequently defined by the FCC or the state Commission.	Closed
2-4 (CL2-4) 4.6.2	AT&T requested that definitions be recast to eliminate any ambiguity that UNE-P and UNE-C are not limited to pre-existing or combined UNEs or any specific types of combinations. Reference from the SGAT to "pre-existing" combinations of UNEs removed. (<i>Tr. 02/21/01, pages 65 and 122</i>).	Closed

Issue ID COIL # & SGAT	Description of Issue and Resolution	Status
2-5 (CL2-5a) 9.1.2	AT&T requested that SGAT mirror FCC standards for access to UNEs. SGAT § 9.1.2 revised to address concerns. <i>(Tr. 03/20/01, pages 145-146)</i>	Closed
2-6 (CL2-5b) 9.1.2	AT&T wants Qwest to indemnify CLEC customer claims as well as AT&T problem solving costs. <i>(Tr. 03/20/01, pages 146-147)</i> . Referred to General Terms & Conditions Workshop	Closed
2-7 (CL2-5c)	AT&T requests that Qwest comply with all <u>retail</u> as well as wholesale service quality standards for UNEs. Qwest states that it intends to comply with all state wholesale service quality requirements (per SGAT § 9.1.2), but asserts that retail service quality standards and their application are beyond the scope of the Wholesale 271 workshop. Qwest contends the forum for retail service quality standards and the applicability of such retail standards is appropriately the State Service Quality proceeding. <i>(Tr. 03/20/01, pages 146-156)</i> .	Impasse
2-8 (CL2-6a) 9.1.3	AT&T requested that SGAT § 9.1.3 on limitations of use of UNEs be deleted. Agreed to by Qwest. <i>(Tr. 03/20/01, page 161)</i>	Closed
2-9 (CL2-6b) 9.1.5	AT&T requested that SGAT § 9.1.5 be revised to provide assurance that Qwest will place no restrictions on the use of UNEs. SGAT changes addressed AT&T concerns. <i>(Tr. 03/20/01, page 161)</i>	Closed
2-10 (CL2-7) 9.1.4	AT&T states that Qwest should not charge CLECs any kind of recurring charge for the ITPAGE. Qwest argues that it is entitled to recover its costs, and that ITPs are broken-out as a separate cost element in cost studies. <i>(Tr., 02/21/01, page 110)</i> . AT&T contends that ITP costs are incorporated within cost models and that costs are implicitly accounted for. <i>(Tr. 02/21/01, page 110)</i> . Staff observes that relevant SGAT section referred to both “non-recurring” and “recurring costs,” which could be treated differently. Qwest removed the reference to “non-recurring and recurring costs” and stated that “costs” are set forth in Exhibit A. <i>(Tr. 02/21/01, page 112)</i> . Deferred to the Cost Docket. <i>(Tr. 02/21/01, page 116)</i> .	Closed
2-11 (CL2-8) 9.1.6.1	AT&T requested Qwest represent that access will be sufficient to enable the provisioning CLEC to conduct all required testing for determining end-to-end UNE transmission and circuit functionality. Qwest agrees to cooperate with CLEC in “any technically feasible testing necessary or reasonably requested by CLEC” to assist accordingly. <i>(Tr. 03/20/01, page 163)</i> .	Closed
2-12 (CL2-9) SGAT Exhibit C	AT&T states that SGAT Exhibit C should contain intervals for all UNEs and be consistent with FCC requirements and state performance plans. Qwest amended Exhibit C to include the installation intervals for each UNE. <i>(Tr. 03/20/01, page 164)</i> .	Closed
2-13 (CL2-10) 9.19	AT&T wants Qwest to provide examples of the types of modifications that affect “network interoperability” and would require advance notice pursuant to FCC rules. Terms related to network notifications (negotiated in another jurisdiction) were included in SGAT § 9.1.9. <i>(Tr. 03/20/01, pages 165-167)</i> .	Closed
2-14 (CL2-11) 9.1.10	AT&T contends that Qwest should supply, without charge, regeneration for UNEs to CLEC’s point of access as it is Qwest which determines where the collocations are (and thus the distance and need for regeneration of this type of UNE). AT&T recommends that SGAT § 9.1.10 therefore be deleted. Qwest contends that it is entitled to recover its costs, which can be accomplished either by averaging across UNEs, or assessing the cost of regeneration in a situation-specific fashion. (Consider in conjunction with TR-6 and brief together.) <i>(Tr. 02/22/01, pages 75-76)</i> .	Impasse

Issue ID COIL # & SGAT	Description of Issue and Resolution	Status
2-15 (CI2-12) 9.1.12 SGAT Exhibit A	AT&T states the SGAT should specifically identify the circumstances under which “Miscellaneous Charges” will apply and that any rates be just and reasonable. SGAT modified to include “unless otherwise specified no other charges shall apply,” and that “miscellaneous charges are limited to stipulations in SGAT.” Clause added that “all charges are listed on Exhibit A.” (<i>Tr. 03/22/01, pages 28-31, and Tr. 03/20/01, pages 166-168</i>). Also considered as provision in General Terms & Conditions Workshopage	Closed
2-16 (CI2-13) 9.23.1	AT&T proposed that the following paragraph should be added as a new SGAT § 9.23.1.3. Qwest has incorporated substantially similar language: CLEC and Qwest agree that the network elements identified in SGAT § 9 are not exclusive and that pursuant to changes in FCC rules, State laws, or the Bona Fide Request process, CLEC may identify and request that Qwest furnish additional or revised network elements to the extent required under § 251(c)(3) of the Act and other applicable laws. Additionally, if Qwest provides any Network Element or Combination or interconnection arrangement that is not identified in this Agreement to a requesting Telecommunications Carrier including a Qwest affiliate, to its own subscribers or to any other entity, Qwest will make available the same Network Element, UNE Combination or interconnection arrangement to CLEC without CLEC being required to use the Bona Fide Request process. Failure to list a Network Element herein shall not constitute a waiver by CLEC to obtain a Network Element subsequently defined by the FCC or by the state commission. All network elements and UNE Combinations provided pursuant to this Agreement shall be provided by Qwest for the Term of this Agreement independent of any state or Federal action eliminating a regulatory obligation to provide a Network Element or UNE Combination.	Closed
2-17 (CI2-14) 9.1.2.1 9.1.9 8.2.1.0	WorldCom requests that specific provisions be added to allow the CLEC to challenge Qwest if the decision is made not to construct, along with appropriate dispute resolution procedures. If facilities are not available, Qwest agrees to build facilities dedicated to an end user customer, provided that Qwest would be legally obligated to build facilities to meet its Provider of Last Resort (POLR). In case of contention, it is agreed that the normal dispute resolution mechanism of the Agreement, applied to disputes under § 9.19, will apply. But Qwest contends that it has the final authority to decide when to construct under § 9.19. (<i>Tr. 03/21/01, pages 107-110</i>).	Closed

Issue ID COIL # & SGAT	Description of Issue and Resolution	Status
2-18 (CL2-15) 9.1.2.1	<p>Obligation for Qwest to build, and delineation of various contexts where there is not an obligation to build. Qwest addresses the scope of its purported obligation to construct UNEs, and defined the incremental work Qwest will undertake to make UNEs available for CLECs, as follows.</p> <p>If facilities are not available, Qwest stipulates it will build facilities dedicated to an end user customer if Qwest would be legally obligated to build such facilities to meet its POLR obligation to (1) provide basic local exchange service or (2) its Eligible Telecommunications Carrier (ETC) obligation to provide primary basic local exchange service. In Qwest's view, CLEC would be responsible for any construction charges for which an end user customer would be responsible. In other situations, Qwest does not agree that it is obligated to build UNEs, but it will consider requests to build UNEs pursuant to § 9.19 of this Agreement. Qwest's concern is that CLEC will attempt to "piggyback" on DS0 element. WorldCom does not believe that construction should be limited to unbundled loops.</p> <p>Upon receipt of an LSR or ASR, Qwest states that it will follow the same process followed for an equivalent retail service to determine if assignable facilities exist that fit the criteria necessary for the service requested. If available facilities are not readily identified through the normal assignment process, but facilities can be made ready by the requested due date, CLEC will not receive an additional FOC, and the order due date will not be changed. Qwest contends that this language meets, and actually exceeds, Qwest's obligations regarding UNEs.</p> <p>Qwest argues that the FCC has made clear that Qwest does not have an obligation to build a network for CLECs, and Qwest quoted <i>UNE Remand Order</i>, at ¶ 324. Qwest also contends that the Eighth Circuit has held that an ILEC is obligated only to provide unbundled access to its existing network, and not to an "as yet unbuilt, superior" one. Furthermore, Qwest stated that the FCC has held that ILECs have no obligation to light fiber. (<i>Tr. 03/21/01, pages 74-77</i>).</p> <p>Qwest contends that there are clearly situations where it is allowed to provide things to its retail end users, where it does not have to do the same for CLECs. Qwest cited as examples building transport, packet switching, and lighting dark fiber. (<i>Tr. 03/21/01, page 131</i>).</p> <p>Qwest agrees to expand its obligation to build from DS0 level loops to "facilities dedicated to an end user customer." (<i>Tr. 03/21/01, pages 123-126</i>).</p> <p>AT&T's position is that the FCC's provision regarding construction of facilities relates only to transport, which is in this context, cable -- not electronics. AT&T contends that if Qwest would build for an end user retail customer, it should build UNEs for CLECs. (<i>Tr. 03/21/01, pages 130-133 and Tr. 03/21/01, pages 136, 145</i>).</p>	Impasse
2-19 (CL2-16) 9.19	WorldCom questions why SGAT § 9.19 references terms for construction for ancillary and finished services, when this section deals with access to UNEs. References to ancillary and finished services removed. (<i>Tr. 03/21/01, pages 110-111, 136</i>).	Closed
2-20 (CL2-17)	Options of underlying facilities for DS1 loops. Deferred to Loop Workshoppage (<i>Tr. 03/20/01, pages 175-181</i>).	Closed
2-21 (CL2-18) 9.19	If Qwest decides to build facilities under § 9.19 of the SGAT, is the facility a UNE or combination of UNEs? If Qwest decides to build facilities under SGAT § 9.19, then the facility is deemed a UNE or combination of UNEs. (<i>Tr. 03/22/01, pages 31-37</i>).	Closed

Issue ID COIL # & SGAT	Description of Issue and Resolution	Status
2-22 (CL2-19) 9.19	Qwest's obligation to build facilities under § 9.19 of the SGAT, if the CLEC agrees to the same prices, terms, and conditions as a retail customer. Qwest would not agree to build facilities under SGAT § 9.19, even if the CLEC agrees to the same prices, terms, and conditions as a retail customer. Qwest sometimes builds to meet unique customer needs but contends there is no appropriate mechanism for implementing such a commitment. <i>(Tr. 03/22/01, pages 37-39).</i>	Closed
2-23 (EEL-1) 9.23.3.7.2.7	WorldCom wants § 9.23.3.7.2.7 deleted from the SGAT contending that the FCC did not limit the connection of a qualifying EEL with any tariffed service. Qwest argues that the FCC stipulates EELs cannot be connected to tariffed services. Matter of legal argument (per June 2, 2000, Supplemental Order Clarification, ¶ 25).	Impasse
2-24 (EEL-2) 9.23.3.8.2	WorldCom recommends that Qwest adopt a single process for the ordering of EEL combinations. Qwest to develop suitable process for EELs (without multiplexing) to be ordered as one service. SGAT § 9.23.2.8.1 modified to reflect change. <i>(Tr. 03/21/01, pages 116-119, 198).</i>	Closed
2-25 (EEL-3) 9.23.3.7.2	Clarification of Qwest provisioning of EELs to CLEC. SGAT provisions adequately address issue. <i>(Tr. 03/21/01, pages 119-120).</i>	Closed
2-26 (EEL-4) 9.23.3.7 9.23.3.9.2	Will Qwest clarify the EEL is available from DS0 through OC-192? SGAT 9.23.3.9.2 revised to stipulate that all existing bandwidths are available, including bandwidths DS0 through OC-192. <i>(Tr. 03/21/01, pages 120-121).</i>	Closed
2-27 (EEL-5) 9.23.3.12	Issue as to whether Termination Liability Agreements (TLAs) should apply to conversion of special access circuits to UNEs. AT&T asserts that until recently, EELs were not available, and, therefore, CLECs had to order "EEL equivalents" as special access circuits or private lines; and because such circuits were not available as UNEs when they were purchased, TLAs should not apply when they are converted to EELs. <i>(Tr. 03/21/01, page 170).</i> AT&T submits that TLAs should be applied only if Qwest had constructed facilities. <i>(Tr. 03/22/01, pages 54-55).</i> Qwest disagrees, contending that until recently, it was not obligated to provide EELs as UNEs. During that time CLECs opted to purchase UNEs under special pricing plans as special access circuits or private lines. Qwest asserts that CLECs have had the benefit of the lower prices, and should not be allowed to avoid their ensuing contractual obligations. <i>(Tr. 03/21/01, pages 171-173).</i>	Impasse
2-28 (EEL-6) 9.19	CLEC conversion of a private line or special access circuit to a UNE at the special access or private line rate, terms, and conditions without paying a TLA, if the private line or special access circuit meets local use requirement. Qwest contends that it has been complying with its legal obligations, and there is no reason to waive the TLAs. Qwest also expressed concerns about implementation and discriminatory issues, and in particular, matters of administration and equal treatment <i>(Tr. 03/22/01, pages 45-54).</i> CLECs argue Qwest derives the same monetary benefit either way. <i>(Tr. 03/22/01, pages 45-54).</i> AT&T submits that TLAs should be applied in specific situations where Qwest had constructed facilities. <i>(Tr. 03/22/01, pages 54-55).</i>	Impasse

Issue ID COIL # & SGAT	Description of Issue and Resolution	Status
2-29 (EEL-7) 9.19	If facilities are not available, and a CLEC orders facilities through a special access tariff, will Qwest construct the facility as UNEs, at the special access rate, or at the private line rate and with associated construction charges that enable the facility to be connected to UNEs? Qwest contends that a request of facility under a retail tariff is inconsistent with UNEs and violation is deemed a “commingling of services,” an issue which is pending before the FCC. <i>(Tr. 03/22/01, page 10)</i> . To-wit, facilities purchased under special access tariffs would preclude the use of the same multiplexer for both UNEs and special access. Qwest concurs that if it decides to build facilities under SGAT § 9.19, then the facility is a UNE or combination of UNEs. <i>(Tr. 03/22/01, pages 31-37, 40)</i> . Qwest contends it is in compliance with its legal obligations, and there is no basis for it to waive the TLAs. . Qwest reiterates that its concerns in this regard are matters of administration and equal treatment. <i>(Tr. 03/22/01, pages 45-54)</i> . CLECs argue that Qwest should be willing to agree with this accommodation, as Qwest receives the same remuneration, regardless.	Impasse
2-30 (UNE-C-1) 9.23.5.1.3	WorldCom asserts that Qwest’s product questionnaire for UNE-C is too long. Qwest presented revised and reduced amendments to the Questionnaire for new products. <i>(Tr. 03/20/01, pages 181-182 and Tr. 03/21/01, pages 41-42)</i> . The Questionnaire has been reduced in length, and only changes are to be reported.	Closed
2-31 (UNE-C-2) 9.23.5.1.5	WorldCom expressed concern that, after obtaining new BAN numbers, it takes 3 to 4 weeks to load appropriate rates into Qwest’s provisioning and billing systems. Qwest has developed a new streamlined process for loading BANs and presented flow-charts that depicted the processes. <i>(Tr. 03/21/01, page 44, Exhibits 4-Qwest-90 and 91)</i> . The new BANs will be available in short order. <i>(Tr. 03/21/01, pages 44-56, and Tr. 03/21/01, page 56)</i> .	Closed
2-32 (UNE-C-3) 9.23.1.2.1	AT&T recommends the current language in SGAT § 9.23.1.2.1 be deleted, and be replaced with: “In no event shall Qwest require CLEC to purchase any UNE Combinations in conjunction with any other service or element. Qwest shall place no use restrictions or other limiting conditions on UNE Combinations purchased by CLEC under the terms of this Agreement.” SGAT § 9.23.1.2.1 modified accordingly. <i>(Tr. 02/22/01, pages 84-88)</i> .	Closed

Issue ID COIL # & SGAT	Description of Issue and Resolution	Status
2-33 (UNE-C-4) 9.23.1.2.2	<p>AT&T takes issue with Qwest's prohibition on combining UNEs and finished services, and its classification of LIS trunks as finished services. AT&T argues that the prohibition against combining UNEs and finished services forces CLECs to build redundant networks. (<i>Tr. 03/22/01, pages 5-8</i>).</p> <p>AT&T seeks to bundle UNEs and combine UNEs with facilities, but is confounded by the prospect of inefficiencies of building three networks to accommodate particularized billing arrangements. Accordingly, AT&T recommends SGAT 9.23.1.2.2 be modified as follows:</p> <p>At such time that CLEC provides Qwest with an order for particular UNE Combination, CLEC, at its option, may designate any technically feasible network interface, including without limitation, DS0, DS1, DS3, STS1, and OCn (where n equals 1 to 192) interfaces, and any other interface described in the applicable Telecordia standard and any other industry standard technical references.</p> <p>Any such requested network interface shall be provided by Qwest, unless Qwest provides CLEC, within five (5) days, with a written notice that it believes such a request is technically infeasible, including a detailed statement supporting such claim.</p> <p>Any such denial shall be resolved in accordance with the Dispute resolution process set forth in § 5.18 of this Agreement.</p> <p>Unless otherwise specified, any references to DS1 in this section, 9.23, shall mean, at CLEC's option, either DS1, AMI, or xDSL facility.</p> <p>Qwest argues that the FCC is reviewing the situation and it is appropriate to wait until the rule changes have been promulgated as to the prohibition of combining UNEs and finished services. (<i>Tr. 03/21/01, pages 58-59, and Tr. 03/22/01, page 14</i>). In that context, Qwest offered revised language that included a definition of finished services. (<i>Tr. 03/20/01, pages 184-88</i>). Qwest also contends that significant billing and cost recovery issues would arise if the prohibition against combining UNEs and finished services were eliminated. (<i>Tr. 03/21/01, pages 205-215</i>).</p> <p>AT&T argues that the delineation point between LIS and UNEs was unclear, clouding cost recovery issues (<i>Tr. 03/22/01, pages 21-22</i>). In its brief, Qwest has conceded that LIS trunks can be connected to UNEs.</p>	Impasse
2-34 (UNE-C-5) 9.23.2	<p>WorldCom expressed concerns about the requirement to have an addendum to its interconnection agreement to order UNE-P service. Qwest provided assurance that WorldCom will not be required to amend its contract to order additional UNE combinations, assuming that the interconnection agreement already contains all the individual UNE rates. Qwest modified SGAT § 9.23.2 accordingly. (<i>Tr. 03/21/01, pages 93-95</i>).</p>	Closed
2-35 (UNE-C-6) 9.23.1.2.2	<p>AT&T recommends that a new SGAT 9.23.1.2.3 be added. The following paragraph has been incorporated:</p> <p>In addition to the UNE combinations provided by Qwest to CLEC hereunder, Qwest shall permit CLEC to combine any UNE provided by Qwest with another UNE provided by Qwest or with compatible network components provided by CLEC or provided by third parties to CLEC in order to provide telecommunications service. (<i>Tr. 03/21/01, pages 68</i>).</p>	Closed
2-36 (UNE-C-7) 9.23.1.3	<p>AT&T recommends § 9.23.1.3 be modified to "assure CLECs that Qwest will not disconnect UNEs that are currently combined, unless the CLEC specifically requests that they be separated." SGAT states:</p> <p>When ordered in combination, UNEs that are currently combined and ordered together will not be physically disconnected or separated in any fashion except for technical reasons or if requested by the CLEC. Network elements to be provisioned together shall be identified and ordered by CLEC as such. (<i>Tr. 03/21/01, page 71</i>).</p>	Closed

Issue ID COIL # & SGAT	Description of Issue and Resolution	Status
2-37 (UNE-C-8) 9.23.1.4	<p>Per AT&T's recommendation, language substantially similar to the following paragraph has been added as SGAT § 9.23.1.4 (<i>Tr. 03/21/01, page 71</i>):</p> <p>CLEC and Qwest agree that the network elements identified in § 9 are not exclusive and that pursuant to changes in FCC rules, State laws, or the Bona Fide Request process, CLEC may identify and request that the Qwest furnish additional or revised network elements to the extent required under Section 251(c)(3) of the Act and other applicable laws.</p> <p>Additionally, if Qwest provides any Network Element or Combination or interconnection arrangement that is not identified in this Agreement to a requesting Telecommunications Carrier including a Qwest affiliate, to its own subscribers or to any other entity, Qwest will make available the same Network Element, UNE Combination or interconnection arrangement to CLEC without CLEC being required to use the Bona Fide Request process.</p> <p>Failure to list a Network Element herein shall not constitute a waiver by CLEC to obtain a Network Element subsequently defined by the FCC or by the state commission.</p> <p>All network elements and UNE Combinations provided pursuant to this Agreement shall be provided by Qwest for the Term of this Agreement independent of any state or federal action eliminating a regulatory obligation to provide a Network Element or UNE Combination.</p>	Closed
2-38 (UNE-C-9) 9.23.1.5	<p>Per AT&T's recommendation, language substantially similar to the following paragraph has been added as SGAT § 9.23.1.5 (<i>Tr. 03/21/01, page 71</i>):</p> <p>Notwithstanding the foregoing, without additional components furnished by the CLEC to itself or through third parties, the CLEC shall be permitted to combine network elements made available by Qwest with other contiguous Qwest network elements or Qwest Access Services provided, however, that to the extent that the CLEC requests that Qwest either combine contiguous network elements or combine non-contiguous unbundled network elements in a manner different than that contemplated in Table 1 of this Section 9.23, or in accordance with efficient engineering principles, or in any previous Bona Fide Request from CLEC or any other Telecommunications Carrier, such request shall be handled through the Bona Fide Request process.</p>	Closed
2-39 (UNE-C-10) 9.23.1.6	<p>Per AT&T's recommendation, language substantially similar to the following paragraph has been added as SGAT 9.23.1.6 (<i>Tr. 03/21/01, page 71</i>):</p> <p>For each Network Element ordered individually, Qwest shall provide a demarcation point (e.g., an interconnection point at a Digital Signal Cross Connect or Light Guide Cross Connect panels or a Main or Intermediate Distribution Frame) when requested by the CLEC and, if necessary, access to such demarcation point, which CLEC agrees is suitable. However, where Qwest provides a UNE Combination of contiguous Qwest network elements or a continuous combination of Access Services and network elements to CLEC, Qwest will provide the existing interconnections and no demarcation shall exist between such contiguous Qwest network elements.</p>	Closed
2-40 (UNE-C-11) 9.23.1.7 9.23.4.1.2	<p>Per AT&T's recommendation, Qwest has added clarifying language to the SGAT § 9.23.1.7 similar to the following paragraph (<i>Tr. 03/21/01, pages 80-81</i>):</p> <p>Qwest shall not charge CLEC an interconnection fee or demand other consideration for directly interconnecting any Network Element or UNE Combination to any other Network Element or UNE Combination provided by Qwest to CLEC if Qwest directly interconnects the same network elements or UNE Combinations in providing any service to its own end users or a Qwest affiliate, including the use of intermediate devices, such as a digital signal cross connect panel, to perform such interconnection. Qwest has agreed to charge cost-based non-recurring charges to recover its costs in combining elements.</p>	Closed

Issue ID COIL # & SGAT	Description of Issue and Resolution	Status
2-41 (UNE-C-12) 9.23.1.8	Per AT&T's recommendation, language substantially similar to the following paragraph has been added as SGAT § 9.23.1.8 (<i>Tr. 03/21/01, page 81</i>): Orders for UNE Combinations may also specify ancillary equipment (e.g., multiplexers, bridges, etc.) which, although integral to the functionality of the Network Element, may need to be specified for purposes of unbundled pricing and/or engineering of the UNE Combination. Specification of such information is not an acknowledgment on the part of the CLEC that the items specified represent separate network elements nor is it a waiver of the CLEC's right to request and have the equipment provided in the future for the then existing UNE Combination.	Closed
2-42 (UNE-C-13) 9.23.2	AT&T requests that the SGAT be rewritten to eliminate any ambiguity that UNE-P and UNE-combinations are limited to pre-existing or combined UNEs or any types of combinations. Qwest revised the SGAT to remove any reference to "pre-existing" combinations..	Closed
2-43 (UNE-C-14) 9.23.3.13	WorldCom recommends § 9.23.3.13 be modified to provide that CLECs will be billed at the UNE rate when the conversion to UNEs is scheduled, and not until all UNEs making up a combination are provisioned. Qwest clarified § 9.23.3.13 accordingly. (<i>Tr. 03/21/01, page 93</i>).	Closed
2-44 (UNE-C-15) 9.23.2	WorldCom expressed concern that it will be required to ask for an amendment of its contract to order combinations different than the SGAT identified standard products. Qwest apprised WorldCom that a CLEC will not be required to amend its contract to order additional UNE combinations, assuming that the interconnection agreement already contains all the individual UNE rates. Qwest added new language to SGAT 9.23.2 accordingly. (<i>Tr. 03/21/01, pages 93-94</i>).	Closed
2-45 (UNE-C-16)	AT&T urges Qwest to develop a product called "CLEC Loop Termination," which is the combination of switch port and shared transport. Language to this effect has been added by Qwest. (<i>Tr. 03/21/01, pages 82-83</i>).	Closed
2-46 (UNE-C-17)	AT&T suggests that Qwest develop unspecified products involving UNE combinations with transport and dark fiber. Language to this effect has been incorporated. (<i>Tr. 03/21/01, pages 82-83</i>).	Closed
2-47 (UNE-C-18) 9.23.3.14	Forecasting issue is moot. Qwest is not going to require that a UNE forecast be provided prior to provisioning a new service, functionality, or combination for a CLEC. SGAT 9.23.3.14 has been deleted. General forecasting issues regarding UNEs deferred to the forecasting workshopage (<i>Tr. 03/21/01, pages 82-84</i>).	Closed
2-48 (UNE-C-19) 9.1.2.1.2 9.19	Circumstances under which Qwest is not required to provide UNE combinations including requiring Qwest to light dark fiber. AT&T believes that the term "construction of new facilities" does not apply to electronics. Qwest contends it can condition combining UNEs on the "Availability of Facilities" as reflected in SGAT 9.23.3.14 (<i>Tr. 03/21/01, page 79</i>).	Impasse
2-49 (UNE-C-20) 9.23.3.1	AT&T proposed indemnity language added to SGAT § 9.23.3.1. (Issue same as CL2-5b). Deferred to General Terms and Conditions Workshopage (<i>Tr. 03/21/01, pages 146</i>).	Closed
2-50 (UNE-C-21) 9.23.3.1 9.23.3.7.1 TP 77403	Distinction of functional differences of multiplexing. Qwest contends multiplexing equipment in "cage" is functional equivalent of transport and therefore subject to the local use restriction reflected in SGAT § 9.23.3.1. AT&T argues that MUX should be available in loops, not just with transport. (<i>Tr. 03/21/01, pages 164-165</i>) In its brief, Qwest concedes the issue and has agreed that the "local use" requirement does not apply to certain combinations of loops and multiplexing. Qwest has added the following language to SGAT § 9.23.3.7.1: The significant amount of local use requirement does not apply to combinations of loop and multiplexing when the high-side of the multiplexer is connected via an ITP to a CLEC collocation site.	Impasse

Issue ID COIL # & SGAT	Description of Issue and Resolution	Status
2-51 (UNE-C-22) 9.6.1.1 TP 77346	Interface types available to CLECs including OC and DS. Language added in SGAT 9.6.1.1 referring to the interfaces listed in the UDIT technical publication, and UDIT technical publication added to the table of interfaces in the SONET technical publication. <i>(Tr. 03/21/01, pages 168-170).</i>	Closed
2-52 (UNE-P-1) 9.11.2.5.7 9.11.2.5.3	Availability of UNE-P Combinations in certain high-density Wire Centers. CLEC issue is adding a fourth line. CLECs want the first three to stay as UNE-P and the fourth to become resale. (Recast as UNE-P-16). Qwest to voluntarily provide UNE-P Combinations in those situations where it is not required to provide UNE-Switching. <i>(Tr. 02/22/01, pages 148-149).</i>	Closed
2-53 (UNE-P-2)	Availability of UNE-P line-splitting. SGAT does not contain a provision for UNE-P Line-Splitting. Deferred to Loop Workshopage <i>(Tr. 02/22/01, pages 149).</i>	Closed
2-54 (UNE-P-3) 9.23.3.11.2	Branding of Directory Assistance and Operator Services. Following SGAT § 9.23.3.11.2 language added <i>(Tr. 02/22/01, pages 150)</i> : If Qwest provides and CLEC accepts operator services, directory assistance, and intraLATA long distance as a part of the basic exchange line, it will be offered with standard Qwest branding. CLEC is not permitted to alter the branding of these services in any manner when the services are a part of the UNE-P line without the prior written approval of Qwest. However, at the request of CLEC and where technically feasible, Qwest will rebrand operator services and directory assistance in CLEC's name, in CLEC's choice of name, or in no name in accordance with terms and conditions set forth in this Agreement.	Closed
2-55 (UNE-P-4) 9.23.3.12	Collection of TLA in conversions to UNE combinations. Provision replaced with language that TLAs are governed by the appropriate tariff or agreement. SGAT § 9.23.3.12 revised accordingly <i>(Tr. 03/20/01, pages 24-27).</i>	Closed
2-56 (UNE-P-5)	Pricing for Unbundled Elements and Combinations. Deferred to Cost Docket <i>(Tr. 02/22/01, page 162).</i>	Closed
2-57 (UNE-P-6) 9.23.5.5	Listing information from CLECs. CLEC to use commercially reasonable efforts to make sure the listings are correct and accurate. Listing information from CLECs cited in SGAT § 9.23.5.5 modified to <i>include</i> <i>(Tr. 2/22/01, page 163; Tr. 03/20/01, pages 27-47, 50-57; and Tr. 03/20/01, pages 52-57, 81)</i> : CLEC shall provide Qwest with complete and accurate end user customer listing information for Directory Assistance, Directory Listings, and 911 Emergency Services for all end user customers served by UNE Combinations.	Closed
2-58 (UNE-P-7) 9.23.3.2	Availability of AIN Features with UNE-P-POTS. SGAT § 9.23.3.2 modified to provide that "all compatible, vertical features are available." Term "retail and/or resale" removed. <i>(Tr. 02/23/01, pages 3-5).</i>	Closed
2-59 (UNE-P-8) 9.23.3.3	Availability of features with UNE-P-PBX. SGAT § 9.23.3.3 modified to provide that "all compatible, vertical features are available." Term "retail and/or resale" deleted. <i>(Tr. 02/23/01, pages 3-5).</i>	Closed
2-60 (UNE-P-9) 9.23.3.4	Availability of features with UNE-P-DSS. SGAT § 9.23.3.4 modified to provide that "all compatible, vertical features are available." Term "retail and/or resale" deleted. <i>(Tr. 02/23/01, pages 3-5).</i>	Closed
2-61 (UNE-P-10) 9.23.3.5	Availability of features with UNE-P-ISDN. SGAT § 9.23.3.5 modified to provide that "all compatible, vertical features are available." Term "retail and/or resale" deleted. <i>(Tr. 02/23/01, pages 3-5).</i>	Closed
2-62 (UNE-P-11) 9.23.3.6	Availability of features with UNE-P-Centrex. SGAT § 9.23.3.6 modified to provide that "all compatible, vertical features are available." Term "retail and/or resale" deleted. <i>(Tr. 02/23/01, pages 3-5).</i>	Closed

Issue ID COIL # & SGAT	Description of Issue and Resolution	Status
2-63 (UNE-P-12)	UNE-P combinations with high speed xDSL Qwest observed that, at paragraph 330 of the Texas 271 Order, the FCC clearly stated that ILECs need not provide DSL services to UNE-P customers of CLECs. As such, Qwest declines to offer to CLECs UNE-P Combinations with xDSL service, or to offer stand-alone resale of Megabit service. Deferred to the Line-Splitting workshop (<i>Tr. 02/23/01, pages 11-13</i>).	Closed
2-64 (UNE-P-13 9.23.3.13)	Conversion of CLECs' resale end user customers to UNE-P Combinations. SGAT § 9.23.3.13. modified to include (<i>Tr. 02/23/01, page 13</i>): For installation of new UNE Combinations, CLEC will not be assessed UNE rates for UNEs ordered in combination until access to all UNEs that make up such combination have been provisioned to CLEC as a combination, unless a UNE is not available until a later time and CLEC elects to have Qwest provision the other elements before all elements are available. For conversions of existing resold services to UNE-P Combinations, CLEC will be billed at the UNE-P rate, and billing at the resold rate will cease, on the due date scheduled for the conversion, so long as the due date of the conversion was a standard or longer interval, unless CLEC has caused or requested a delay of the conversion.	Closed
2-65 (UNE-P-14) 9.23.5.6	Sharing service carrier information in conjunction with changes in service provider. AT&T does not want to share name of service carrier with Qwest retail. Qwest agreed that it will not provide CLEC with the name of the new end service provider selected by the end user. SGAT § 9.23.5.6 modified to include: "Qwest will not provide CLEC or Qwest retail operations or personnel with the name of the other service provider selected by the end user customer." (<i>Tr. 03/20/01, pages 48-50</i>).	Closed
2-66 (UNEP-15) 9.23.3.18	Availability of UNE-P at Market-Based Switching Rates per SGAT § 9.23.3.18. Qwest to make UNE-P available at market-based switching rates in Zone 1 of the top 50 MSAs. (<i>Tr. 2/23/01, pages 25-26</i>). (<i>Tr. 02/23/01, pages 25-26</i>).	Closed
2-67 (UNE-P-16) 9.11.2.5.79.11 .2.5.3	Price of Lines 1-3 in Zone 1 of top 50 MSAs after CLEC customer adds fourth line. Qwest contends that after a CLEC customer adds fourth line, lines 1 to 3 are to be billed at the market-based rate. CLECs assert that lines 1 to 3 should be billed at UNE rates. (<i>Tr. 02/23/01, pages 67-68</i>).	Impasse

CHECKLIST ITEM No. 5:
Access to Unbundled Local Transport

Issue ID COIL # & SGAT	Description of Issue and Resolution	Status
5-1 (TR-1(a)) 9.6.1.1 9.6.4.1.3 TP 773894	AT&T states that the UDIT definition fails to provide for all feasible transmission capabilities (<i>e.g.</i> , OC48 and OC192). Qwest has amended SGAT § 9.6.1.1 to reflect the FCC requirement that: “EUDITs and UDITs are available in DS1 through OC192 bandwidths and such higher capacities as evolve over time where facilities are available.” (<i>Tr. 02/20/01, page 121</i>). AT&T proposed that Qwest develop standard products for UDIT through OC-48. (<i>Tr. 02/20/01, page 122</i>). Qwest concurs. (<i>Tr. 02/21/01, page 20, and Tr. 03/20/01, pages 133-134</i>).	Closed
5-2 (TR-1(b)) 9.6.1.1 9.6.4.1.3	The appropriateness of the UDIT and EUDIT intervals in SGAT Exhibit C. EUDIT intervals are to be the same as UDIT intervals in Exhibit C and that EUDIT ordered in combination with UDIT would be the UDIT interval plus three days for the time being. Qwest is automating the ordering process and will strive to eliminate the three- day difference. (<i>Tr. 03/21/01, pages 86-91</i>).	Closed
5-3 (TR-2) 9.6.1.1	<p>AT&T and WorldCom are concerned that SGAT creates a distinction between dedicated transport provided between two Qwest wire centers (UDIT) and dedicated transport provided between a Qwest wire center and a CLEC wire center or IXC POP, (<i>i.e.</i>, “Extended UDIT”). Qwest observed that the distinction between UDIT and EUDIT was not “one versus two” UNEs, but one of price. (<i>Tr. 02/20/01, pages 158-159</i>). According to Qwest, the FCC has used as its “proxy cost model” a distinction between UDIT and EUDIT.</p> <p>Covad contends that having both UDIT and EUDIT rate elements to deal with causes hardship, and that it is more reasonable to have a single rate element. (<i>Tr. 02/20/01, page 167</i>).</p> <p>If a CLEC were within Qwest’s network between Qwest’s central offices, it incurs the fixed dollar-per-mile aspect of the UDIT.</p> <p>If the CLEC were “tailing off” ends of Qwest’s network and does not terminate Qwest’s central office, then the non-distance sensitive EUDIT rate component is incurred. (<i>Tr. 02/20/01, page 164</i>).</p> <p>AT&T requested that Qwest add language as to the means of providing access to meet-point UDIT. (<i>Tr. 02/20/01, page 162</i>). Qwest added the following to SGAT § 9.6.1.1 (<i>Tr. 02/20/01, page 162</i>):</p> <p>Qwest shall allow CLEC to access UDIT that is a part of a Meet Point arrangement between Qwest and another Local Exchange Carrier if CLEC has an Interconnection agreement containing access to UDIT with the connecting local exchange carrier at the determined Meet Point. Qwest rates, terms and conditions shall apply to the percentage of the route owned by Qwest.</p>	Impasse
5-4 (TR-3) 9.6.1.1	<p>Can UDIT and EUDIT be ordered on a single order? Requirement is for two ASR’s also a question about the OBF reference. UDIT plus EUDIT interval is UDIT plus 3 days and can be ordered on one ASR. WorldCom asks if requests for combinations of EUDITs and UDIT can be order on a single order. CLECs expressed concern that separate ASRs for UDIT and EUDIT have to be submitted. (<i>Tr. 02/20/01, page 172</i>).</p> <p>Qwest committed to implementing a process of ordering UDIT and EUDIT on a single service order, if there is no multiplexing involved. (<i>Tr. 02/21/01, page 8</i>).</p> <p>Qwest agreed that EUDIT intervals would be the same as UDIT intervals in Exhibit C and that EUDIT ordered in combination with UDIT would be the UDIT interval plus 3 days for the time being. Qwest is striving to automate the ordering process and will work towards elimination of the three-day difference. (<i>Tr. 03/21/01, pages 86-91</i>).</p>	Closed

Issue ID COIL # & SGAT	Description of Issue and Resolution	Status
5-5 (TR-4) 9.6.1.2	<p>AT&T states that Qwest's SGAT is unclear as to whether a multiplexer is required as a part of a CLEC's access to dedicated transport as a UNE. AT&T requests Qwest add SONET add/drop multiplexing to § 9.6.1.2. Qwest states that multiplexing is a feature and functionality of transport, but is not a UNE. Multiplexing is an option in the SGAT available to the CLEC. (<i>Tr. 02/20/01, page 186</i>). Qwest contends that in accordance with FCC rules, Qwest is not required to build add/drop multiplexing to a SONET network. (<i>Tr. 02/20/01, page 187</i>). AT&T opines that it is not asking that Qwest build SONET add/drop multiplexing, only that it be unbundled where it exists. (<i>Tr. 02/20/01, page 193</i>). Qwest agreed to add language that SONET add/drop multiplexing would be available where facilities were available. ICB issues are to be addressed in the General Terms and Conditions Workshop (<i>Tr. 02/21/01, pages 128-129</i>).</p>	Closed
5-6 (TR-5) 9.6.2.1	<p>AT&T questions if a cross-connection is required between a EUDIT and a UDIT, or if a CLEC can be required to make the necessary cross-connections. Qwest has modified SGAT § 9.6.2.1 as follows (<i>Tr. 02/20/01, pages 131 and 207</i>):</p> <p>To the extent that CLEC is ordering access to a UNE Combination, including combinations of UDIT and EUDIT, Qwest will perform requested and necessary cross-connections between UNEs in the same manner that it would perform such cross-connections for its end user customers or for itself. If not ordered as a combination, CLEC is responsible for performing cross-connections within its Collocation or other mutually determined demarcation points between UNEs and ancillary or finished services, and for transmission design work including regeneration requirements for such connections. Such cross-connections will not be required of CLEC when CLEC orders a continuous dedicated transport element from one point to another.</p>	Closed
5-7 (TR-6) 9.6.2.1 9.6.2.2 9.6.3.5.1s	<p>AT&T states Qwest should eliminate the requirement that a CLEC order or pay for regeneration because Qwest determines where collocations are, and thus the distance and need for regeneration of this type of unbundled element. As such, AT&T does not believe it should pay for regeneration in any circumstance. (<i>Tr. 02/20/01, page 216</i>), and that Qwest provide regeneration at no charge. (<i>Tr. 02/20/01, page 221</i>). Qwest observes that regeneration may be required between the design-to point of UDIT and CLEC's collocation, and that Qwest's original cost studies included assumptions for regeneration in the cost of UDIT. In the Cost Dockets, Qwest was required to break out the cost of regeneration between the design-to-point and collocation as a separate cost element. (<i>Tr. 02/20/01, pages 214-215</i>). Qwest contends it is entitled to recover its costs, which can be recovered by averaging across UDITs, or applied in a situation-specific fashion. Qwest has been told to apply the cost of regeneration on a situation-specific basis in cost dockets. (<i>Tr. 02/20/01, page 218</i>). AT&T does not accept either of these cost options. (<i>Tr. 02/21/01, page 131</i>).</p>	Impasse
5-8 (TR-7) 9.6.2.3	<p>WorldCom questions the need for collocation at both ends of a UDIT. SGAT § 9.6.2.3 revised as follows (<i>Tr. 02/21/01, page 25</i>):</p> <p>With the exception of combinations provided through the UNE Combinations, § 9.23, CLEC may utilize any form of Collocation at both ends of the UDIT. Collocation is required at only one end of EUDIT. When UDIT and EUDIT are ordered together to form a single transmission path, Collocation at the Qwest Serving Wire Center is not required. If regeneration is required only between the UDIT or EUDIT termination point (the DSX panel or equivalent) and CLEC's Collocation, CLEC must order such regeneration pursuant to § 9.1.4. and the charges listed in Exhibit A will apply.</p>	Closed
5-9 (TR-8) 9.6.2	<p>Matter of compensation to CLEC for collocation of Qwest equipment. AT&T states that Qwest does not offer to compensate the CLEC for collocation of Qwest's equipment. AT&T has withdrawn issue. (<i>Tr. 02/21/01, page 26</i>).</p>	Closed

Issue ID COIL # & SGAT	Description of Issue and Resolution	Status
5-10 (TR-9) 9.6.2	WorldCom and AT&T contend that unbundled transport rates should be reviewed in the appropriate pricing proceeding. Rate elements and rates for UDIT and EUDIT to be reviewed in the Cost Docket. (<i>Tr. 02/21/01, page 27</i>).	Closed
5-11 (TR-10) 9.6.3.9 9.6.6	Absence of rearrangement rates that were covered in Arizona but not in Colorado Workshops. SGAT § 9.6.3.9, and three additional paragraphs in SGAT § 9.6.6 “Rearrangement Provisions” added. (<i>Tr. 02/21/01, pages 27-28</i>).	Closed
5-12 (TR-11) 9.6.2.4 9.23.3.72	AT&T objects to SGAT § 9.6.2.4 imposing a local use requirement for UDIT (<i>i.e.</i> , that a CLEC meet a “significant amount of local traffic” criterion), contending that it is applicable only to EELs. Qwest asserts that this language is consistent with the <i>FCC’s UNE Remand Order</i> (FCC 99.2) and the second order of clarification, (00-183). Qwest argues that, in ¶ 489 of that order, the FCC made clear that it was not ordering ILECs to provide EUDIT (<i>i.e.</i> , entrance facilities) unless the CLEC is providing local service. (<i>Tr. 02/21/01, pages 29-31</i>). In its brief, Qwest is to concede issue, and remove SGAT § 9.23.3.72 until such time that the FCC adjudicates this matter.	Impasse
5-13 (TR-12) 9.6.4.1.5	AT&T asked that Qwest waive cancellation charges cited in SGAT § 9.6.4.1.5 if it did not meet its due date for UDIT. SGAT modified to address responsibility for UNE testing. (<i>Tr. 03/20/01, page 159</i>).	Closed
5-14 (TR-13) 9.6.4.5	AT&T asked whether Qwest would clarify the industry standard tests for UDIT, per SGAT § 9.6.4.5. Reference to industry standard tests deleted and supplanted by reference to the technical publication. Testing chart added to TP 77389. Qwest to incorporate changes to its Product Catalog and technical publication explaining what testing it will perform. (<i>Tr. 03/20/01, pages 139-141</i>).	Closed
5-15 (TR-14) 9.6.6.2	“Facilitation change” called an “uncoordinated cut” in this SGAT § 9.6.6.2. May have to be “coordinated cut.” AT&T asks if rearrangements would address circumstances if there were “coordinated” changes. SGAT § 9.6.6.2 modified to refer to “coordinated rearrangement.” (<i>Tr. 02/21/01, page 123</i>).	Closed
5-16 (TR-15) 9.7.2.20	Qwest proposes to addition of SGAT § 9.7.2.20 to allow CLECs to access dark fiber that is part of a meet-point arrangement. AT&T asked for meet-point arrangements for UDITs under certain circumstances (<i>e.g.</i> , dark fiber). SGAT § 9.7.2.20 modified to include meet-point UDIT. (<i>Tr. 02/21/01, page 125</i>).	Closed
5-17 (TR-16) 9.6.1.1	AT&T argues that CLECs should have access to Classic Qwest facilities as UNEs. At impasse in the dark fiber workshop; to be resolved in accordance with the resolution of the dark fiber issue. (<i>Tr. 03/20/01, pages 142-143</i>).	Impasse
5-18 (ST-1) 9.8.2.3	AT&T recommends SGAT § 9.8.2.3 be revised to more closely track the requirements of the FCC as identified in Texas 271 order. Specifically, an affirmation be included as to the requirement that CLEC traffic use the same routing table resident in Qwest’s switch and that this element may carry originating and terminating access traffic from and to customers to whom the requesting carrier is also providing local exchange service. SGAT § 9.8.2.3 <i>has been modified regarding Qwest obligations with respect to shared transport, as follows:</i> Provide shared transport in a way that enables the traffic of CLEC to be carried on the same transport facilities that Qwest uses for its own traffic; Provide shared transport transmission facilities between end office switches, between end office and tandem switches, and between tandem switches in its network; Permit CLEC that purchases unbundled shared transport and unbundled switching to use the same routing table that is resident in Qwest’s switch; Permit CLEC to use shared (or dedicated) transport as an unbundled element to carry originating access traffic from, and terminating to, customers to whom the CLEC provide local exchange service.	Closed

Issue ID COIL # & SGAT	Description of Issue and Resolution	Status
5-19 (UCR-1) Exhibit C	AT&T requested that Qwest describe what UCCRE is, and to clarify its reason for placing UCCRE in the SGAT. Qwest stated that UCCRE allows an IXC to configure elements through the manipulation of ports on the DCS. Language was added in SGAT regarding “intervals contained in Exhibit C.” (<i>Tr. 02/21/01, page 123</i>).	Closed

CHECKLIST ITEM No. 6
Access to Unbundled Local Switching

Issue ID COIL # & SGAT	Description of Issue and Resolution	Status
6-1 (SW-1)	<p>Availability of Switch Functions as delineated in SGAT §§ 9.10.1.1 & 9.10.2.2. SGAT modified as follows (Tr. 02/22/01, page 36):</p> <p>The local tandem switching element includes the facilities connecting the trunk distribution frames to the switch and all the functions of the switch itself, including those facilities that establish a temporary transmission path between two other switches, but does not include the transport needed to complete the call. The local tandem switching element also includes the functions that are centralized in local tandem switches and their adjuncts, if any, rather than in separate end-office switches.</p> <p>The requirement to provide access to unbundled local tandem switching includes:</p> <p>Trunk-connect facilities, including, but not limited to, the connection between trunk termination at a cross-connect panel and a switch trunk card;</p> <p>The base switching function of connecting trunks to trunks; and</p> <p>The functions that are centralized in local tandem switches and their adjuncts, if any (as distinguished from separate end-office switches), including, but not limited to, call recording, the routing of calls to operator services, and signaling conversion features.</p> <p>Qwest shall unbundle access to call recording equipment only to the extent any such recording equipment is installed in a Qwest local tandem.</p>	Closed
6-2 (SW-2)	<p>AT&T wants a prohibition against turning misdirected calls into sales calls, per SGAT § 9.23.3.17. Qwest considers it its “legal right” to discuss its products and services with callers, and considers prohibition difficult to implement and enforce. (Tr. 02/22/01, page 36). CLECs argue that discussion of products and services should be limited within the confines of a customer-initiated dialog, by modifying SGAT § 9.23.3.17 as follows: “Nothing in the agreement prohibited the companies from discussing its products and services with customers of the other company in response to questions from the caller regarding that company’s services. (Tr. 02/22/01, page 39). Coordinate with Resale Workshop, Issue 14-9 (Tr. 02/22/01, page 40).</p>	Impasse
6-3 (SW-3) 9.1.1.1 Exhibit E	<p>AT&T has difficulty finding information related to switch features, per SGAT §§ 9.11.1.1 and 9.11.2.1. Qwest observes that it has a specific legal obligation to provide features, as in SGAT § 9.11.1.1. As such, SGAT Exhibit E lists all of the features that are available with unbundled switching. That information is also available on a web site, which also informs the CLEC if a feature is activated in a given switch. Qwest contends it exceeds FCC requirements by providing access to switch features “loaded but not activated” together with features “not loaded.” (Tr. 02/22/01, pages 44-45 and Tr. 02/22/01, page 47).</p>	Closed
6-4 (SW-4) 9.10.1.1 9.10.2.2	<p>Alleged problems with SGAT §§ 9.10 and 9.11 regarding Qwest’s obligation to provide unbundled switching. SGAT § 9.11.1.1 modified to incorporate statements: “providing access to local tandem switching and access to unbundled switching” as well as “access to all features, functions and capabilities of the switch,” so as to be more consistent with the FCC’s language. (Tr. 2/22/01, page 47).</p>	Closed

Issue ID COIL # & SGAT	Description of Issue and Resolution	Status
6-5 (SW-5) 9.11.2.1 9.11.1.8	<p>Access to Qwest AIN features. AT&T contends that Qwest can “hide” features by converting them to AIN features that, as such, do not need to be unbundled if deemed proprietary -- thereby reducing feature availability. AT&T contends that the FCC only addressed specific AIN features when it held that they were proprietary. AT&T is of the opinion that Qwest’s AIN features do not warrant proprietary treatment. (Tr. 02/22/01, pages 49-50). Qwest states that the FCC was clear in ¶ 419 of the UNE Remand Order that all AIN features are proprietary and are not subject to unbundling obligations. (Tr. 02/22/01, page 51). Qwest introduced a list of patents and patents pending that relate to Qwest’s AIN features to demonstrate their proprietary nature. (Tr. 02/23/01, pages 7-11).</p> <p>Qwest contends that it makes all vertical switch features available to CLECs. Furthermore, CLECs have access to the AIN database so that CLECs may develop their own AIN features. Qwest reasons that since CLECs have access to all switch features, and they have control over their access to the AIN platform necessary to create their own AIN features, CLECs effectively achieve parity with Qwest. (Tr. 02/22/01, page 49). As such, Qwest contends the CLECs are in exactly the same position as Qwest and have access to the same platform to develop AIN features.</p> <p>In order to accommodate CLECs that may be using or wish to use particular switch features that may be migrated to Qwest’s AIN for its own use, Qwest agrees to leave the switch software for such existing features on the impacted switch. (Tr. 02/22/01, pages 53). Qwest agreed to update its switching feature list. (Tr. 02/22/01, page 56) and provided a revised SGAT Exhibit E. (Tr. 02/22/01, page 175).</p>	Impasse
6-6 (SW-6) 9.11.9.2 9.11.2.1	<p>Process for requesting activation of switch features per SGAT § 9.11.1.9.2. Qwest explains that its Special Request Process can be used to order features “loaded but not activated” in a switch and features “not loaded” in a switch. The Special Request Process to be addressed with BFR. Deferred to the General Terms and Conditions Workshop (Tr. 02/22/01, page 80).</p>	Closed
6-7 (SW-7) 9.11.2.1	<p>Allegations that BFR Process is not appropriate or adequate to request switch feature activation per SGAT § 9.11.2.1. Qwest explained that its Special Request Process can be used to order features “loaded but not activated” in a switch and features “not loaded” in a switch. Deferred to the General Terms and Conditions Workshop in conjunction with consideration of BFR. (Tr. 02/22/01, page 80).</p>	Closed
6-8 (SW-8) 9.11.2.5	<p>Identification of wire centers included in “Exception to Requirement to Provide UNE-Switching” per SGAT § 9.11.2.5. Qwest contends its wire centers identified in the SGAT § 9.11.2.5 meet FCC’s criteria and are in Zone 1. It does not include any end user customers outside of Zone 1 density area as defined by the FCC. Qwest stipulates that SGAT accurately captures the FCC’s criteria for this exception. SGAT § 9.11.2.5 modified to state that the exemption applies to Zone 1 as defined on January 1, 1999. (Tr. 02/22/01, pages 83-87, 178-179).</p>	Closed
6-9 (SW-9) 9.11.2.5	<p>Access to EELs and exception to requirement to provide UNE-switching per SGAT § 9.11.2.5. AT&T proposed SGAT language to the effect that the switching exception would not apply in wire centers that have EEL held-orders or insufficient collocation. (Tr. 02/22/01, pages 189-190). Qwest states that the FCC did not predicate a switching exemption on facility availability. Rather, the FCC conditioned the exemption on the ILEC offering EELs, -- which Qwest does. Moreover, the FCC did not condition the exemption on facilities being available to a particular CLEC to use an EEL in any route it chooses. (Tr. 02/22/01, pages 83-87). Combine with 6-13 (SW-13).</p>	Impasse
6-10 (SW-10) 9.11.2.5	<p>Loop/Switch combinations and exception to requirement to provide UNE-switching per SGAT § 9.11.2.5. Qwest is offering UNE-P at market-based switching rate in Zone 1 of the top 50 MSAs. (Tr. 02/22/01, page 91). AT&T argues that Qwest’s policy did not go far enough, because switching would not be available at UNE rates for lines 1 to 3 after the CLEC’s customer added a fourth line. (Tr. 02/22/01, page 92). To be considered in conjunction with Issue UNEP-1.</p>	Closed

Issue ID COIL # & SGAT	Description of Issue and Resolution	Status
6-11 (SW-11) 9.11.2.5	Interruption of service and exception to requirement to provide UNE-switching per SGAT § 9.11.2.5. As Qwest was offering UNE-P at market-based switching rate in Zone 1 of the top 50 MSAs, the danger of putting customers out of service remote. Changes would be primarily related to billing. (Tr. 02/22/01, page 94 and Tr. 02/22/01, page 95).	Closed
6-12 (SW-12) 9.11.2.5	<p>End User Customer Location and Exception to Requirement to Provide UNE-Switching per SGAT § 9.11.2.5. Parties considered issue of how lines 1 to 3 would be counted. Qwest revised the SGAT to address CLEC concerns regarding the UNE-Switching exception:</p> <p>Unbundled Switching (Shared Transport) does not constitute a UNE, and is therefore not available at UNE rates, when the end user customer to be served with Unbundled Local Switching has four access lines or more and the lines are located in density zone 1 in specified Metropolitan Statistical Areas (MSAs).</p> <p>For the purposes of the above paragraph, the following Wire Centers constitute density zone 1 in each specified MSA.</p> <p>For end user customers located within the specified Wire Centers, CLEC will determine whether end 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.</p> <p>This exclusion will be calculated using the number of DS0-equivalent access lines CLEC intends to serve an end user customer within a Wire Center specified above.</p> <p>Only dial-tone lines shall be used in counting the exclusion. Private line type data lines, alarm or security lines, or any other type of non-dial-tone lines shall not be used in the count.</p> <p>The high frequency portion of a loop shall not count as a second line.</p> <p>End-users shall be considered individually in MDU buildings or any other multiple use or high-rise building or campus configuration, as long as they are individually billed as the customer of record.</p> <p>When a CLEC's customer with three lines or fewer served by UNE-P or unbundled switching adds lines so that it has four or more lines, CLEC shall convert such lines from UNE-P or unbundled switching to resale rates or other appropriate arrangement within 60 days.</p> <p>A BRI ISDN line counts as one line.</p> <p>Remaining issue is whether three lines would be counted by customer location, or by the number of lines a customer has in Zone 1. (Tr. 02/22/01, pages 95-96).</p>	Impasse
6-13 (SW-13) 9.11.2.5	Wire center capacity limitations and exception to requirement to provide UNE-switching per SGAT § 9.11.2.5. Determined to be the same as Issue 6-13 (SW-9). To be briefed together. (Tr. 02/22/01, page 90).	Closed
6-14 (SW-14) 9.23.3.6.2	Centrex service and availability of administrative features. Qwest has made Centrex features and functions available, including Centrex Management System. (Tr. 02/22/01, pages 100-101, 180).	Closed
6-15 (SW-15) 9.11.2.11 ONA rules	Notification of changes to the switch. Qwest is obligated under the Open Network Architecture (ONA) rules to give notifications of switch changes. Qwest has a web site for such notifications. (Tr. 02/22/01, pages 101-102). SGAT § 9.11.2.11 modified to address ONA rules, and what would happen if ONA rules no longer existed. (Tr. 02/22/01, pages 180-184, and Tr. 03/19/01, pages 7-8).	Closed
6-16 (SW-16) 9.10.1.2	Unbundled Tandem Switching per SGAT § 9.10. Qwest states that the FCC rules only require unbundling of local tandems. (Tr. 02/22/01, pages 105-106). Qwest agrees to unbundle access tandems in certain circumstances. (Tr. 02/22/01, pages 184-185, and Tr. 03/23/01, pages 9-10)	Closed

Issue ID COIL # & SGAT	Description of Issue and Resolution	Status
6-17 (SW-17) 9.10.2.1	Unbundled Tandem Switching per SGAT Section 9.10.2. Qwest to add language to Section 9.10.2.1 regarding tandem and tandem connections. (Tr. 02/22/01, pages 186). Connections to be provided either by ordering trunks from Qwest or provided by a third party.	Closed
6-18 (SW-18) 9.10.2.2	Unbundled Tandem Switching per SGAT § 9.10. Qwest modified SGAT § 9.10.2.2 to certify that call recording equipment in Qwest's local tandems will be unbundled. (Tr. 02/22/01, pages 110-111).	Closed
6-19 (SW-19) 9.11.1.4	Availability of GR-303 interfaces for availability of higher speed line ports for interface for DLC systems. Qwest contends it does not have an obligation to unbundle the DLC platform, which would be a consequence of providing access to GR-303. Moreover, there are operational issues with providing access to GR-303 and GR-008. Specifically, if Qwest were to provide access to GR-303, it would have to open up the time slot management channel that would degrade service quality. In addition, Qwest would have to open up the embedded operations channel giving the CLEC the ability to observe the operations of Qwest and other CLECs. (Tr. 03/19/01, pages 13-24). AT&T contends that there are no technical feasibility issues; that performance issues could be taken care of by a "concentration" rule; and operational issues could be resolved by Qwest providing reasonable constraints on loading for digital loop carrier. (Tr. 03/19/01, pages 23-27). AT&T also argues that Qwest could resolve the security issues by maintaining control of the management channel. (Tr. 03/19/01, pages 30-33, and Tr. 03/19/01, pages 33-34).	Impasse
6-20 (SW-20) 9.11.1.5	Higher speed trunk ports for DS-3 and fiber at OC-n levels. Qwest provided language that DS3 and OC-N level trunk ports are available through the Special Request Process. (Tr. 03/19/01, pages 40-42, and Tr. 03/20/01, page 2).	Closed
6-21 (SW-21) 9.11.1.6	Compatibility of attributes listed SGAT § 9.11.1.6 with Colorado statutes. Compatibility of attributes with Colorado Statutes confirmed. (Tr. 03/20/01, pages 57-60).	Closed
6-22 (SW-22) 9.11.1.1.1 9.11.1.9.1	CLECs request that Qwest add CLEC "operator service availability" to ISDN/BRI. Qwest agreed that a CLEC using an ISDN/BRI trunk port can access its own, or a third party's, operator services. (Tr. 02/22/01, pages 130-131, and Tr. 03/19/01, pages 45-46).	Closed
6-23 (SW-23) 9.11.1.3.1 9.11.1.8	CLECs requested to add phrase "but not limited to" plus comments on "additional features." Qwest agreed that purchasers of ISDN switch ports would have access to the same features as Qwest's end users. (Tr. 02/22/01, pages 132-133, and Tr. 03/19/01, pages 45-49).	Closed
6-24 (SW-24) 9.11.1.10 9.11.1.11	CLECs wanted to confirm that §§ 9.11.1.10 and 9.11.1.11 included both digital and analog trunk ports. This was duly confirmed.	Closed
6-25 (SW-25) 9.11.5.3	CLEC concerns regarding Qwest delivery of CLEC usage records for billing. Qwest does not provide CLECs with usage records for local calls to the CLECs unbundled switch port, nor does it charge CLECs for such calls. As such, Qwest contends there is no reason to supply usage records -- consistent with the practice of Verizon in New York. (Tr. 03/19/01, pages 51-59). Regardless, Qwest does provide usage information for originating, but not terminating, local calls. (Tr. 03/19/01, pages 59-78). Qwest added language to SGAT § 9.11.5.3 that: "Qwest shall record all billable events, including usage of the network element, and send appropriate recording data to CLEC." Qwest also added language clarifying that Qwest does not provide records for calls transiting from another carrier through its network. (Tr. 03/22/01, pages 65-69).	Closed
6-26 (SW-26) TP 77391	Technical Publication 77391 update. Qwest has agreed to update documentation within 45 days of closing a workshop and to send the updated documents to CICMPAGE (Tr. 03/20/01, pages 83-119).	Closed

APPENDIX B

LIST OF COLORADO WORKSHOP IMPASSE ISSUES

Checklist Item No. 2

Access to Unbundled Network Elements

Workshop Issue ID No. 2-7 (CL2-5c)

Whether Qwest must comply with both wholesale and retail service quality standards for unbundled network elements (UNEs). At issue is requirement for UNEs to meet retail standards and whether SGAT should contain a provision that Qwest will comply with all retail service quality rules. Qwest asserts that it is sufficient to provide nondiscriminatory access to UNEs, and retail standard is not required, as UNEs are unique.

Workshop Issue ID No. 2-14 (CL2-11)

Whether Qwest should supply regeneration for UNEs to CLEC's point of access free of charge (and accordingly delete 9.1.10). Otherwise, CLEC would pay for regeneration between the UNE demarcation point and CLEC's collocation.

Workshop Issue ID No. 2-18 (CL2-15)

Whether Qwest has legal obligation to construct UNEs to accommodate CLEC request. Issues are the distinction between construction of loop facilities related to basic local exchange service contrasted with facilities for UNEs, together with concern that CLEC would attempt to "piggyback" construction on DS0 element.

Workshop Issue ID No. 2-23 (EEL-1)

Whether EELs can be connected to tariffed services. Issue resolution linked to interpretation of FCC's Supplemental Order.

Workshop Issue ID No. 2-27 (EEL-5)

Whether TLAs may be imposed on conversion of special access to EELs. Issue concerns price differentials that would apply.

Workshop Issue ID No. 2-28 (EEL-6)

Whether a CLEC can choose to not convert a private line or special access circuits that meet the local use restrictions and qualify as EELs, and connect them to UNEs.

Workshop Issue ID No. 2-29 (EEL-7)

Whether CLEC-purchased multiplexing can be used for both UNEs and Special Access. Request of facility by CLEC under Retail tariff for UNE application deemed by Qwest to be commingling of services which is disallowed. At issue are matters of administration and equal treatment.

Workshop Issue ID No. 2-35 (UNE-C-4)

Whether LIS trunks are to be considered a "finished service" that would prohibit combination with UNEs. CLECs want to bundle UNEs and combine with facilities to

achieve network efficiencies and simplify billing arrangements. Qwest contends that it is in compliance with FCC's current rules on commingling, but will be responsive to rule changes being contemplated by the FCC in this context.

Workshop Issue ID No. 2-49 (UNE-C-19)

Whether Qwest is required to provide UNE combinations to light dark fiber when facilities are not available. Qwest contends that construction of new facilities does not apply to electronics.

Workshop Issue ID No. 2-51 (UNE-C-21)

Whether multiplexing equipment in collocation cage is functional equivalent of transport, and combinations of loops and multiplexing are subject to local use requirements. CLECs contend that MUX should be available in loop, not just with transport. Qwest has conceded this issue.

Workshop Issue ID No. 2-67 (UNE-P-16)

Whether customer addition of a 4th line in Zone 1 of the top 50 MSAs triggers TELRIC market-based switching rate pricing for lines 1 to 3 as well.

Checklist Item No. 5

Access To Unbundled Local Transport

Workshop Issue ID No. 5-2 (TR-2)

Whether distinctions between UDIT and EUDIT, reflected in SGAT, are warranted in light of traditional pricing methodologies. At issue are extent of functional differences (e.g., CLEC placement of electronics at one end of EUDIT, trouble diagnosis for EUDIT) and resulting impact on costs.

Workshop Issue ID No. 5-7 (TR-6)

Whether Qwest should absorb cost of providing regeneration between collocation cage and entrance facility, if needed.

Workshop Issue ID No. 5-12 (TR-11)

Whether FCC requirement that a CLEC meet the “significant amount of local traffic” applies only to EELs, as stated in SGAT, or to EUDIT and UDIT as well. Qwest has conceded this issue.

Workshop Issue ID No. 5-17 (TR-16)

Whether joint built facilities are subject to unbundling requirements and CLEC rights to access joint built EUDIT and UDIT are adequately specified in SGAT § 9.6.1.1. Briefed in conjunction with dark fiber.

Checklist Item No. 6
Access to Unbundled Local Switching

Workshop Issue ID No. 6-2 (SW-2)

Whether misdirected calls can be converted into sales calls, whereby Qwest or CLEC would be permitted to discuss its products and services with the other party's end user customers.

Workshop Issue ID No. 6-5 (SW-5)

Whether unbundled access to AIN features is required. Qwest is to list services that are not confidential (SGAT Exhibit F), but CLECs contend availability of features could be limited by conversion AIN.

Workshop Issue ID No. 6-8 (SW-9)

Whether providing switching at UNE prices in Zone 1 of the top 50 MSAs is contingent on facility availability. At issue is interpretation of FCC order with respect to access to EELs.

Workshop Issue ID No. 6-12 (SW-12)

Whether three lines of an end user customer calculated for the purposes of the switching exception are based on counts within a wire center or by individual location.

Workshop Issue ID No. 6-19 (SW-19)

Whether Qwest is required to provide unbundled access to GR-303 or TR-008 switch port interfaces. At issue are concern about security, service quality, and technical feasibility in that context.

APPENDIX C

DOCKET NO. 971-198T

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LIST OF INTERVENORS

<u>Intervenor</u>	<u>Abbreviation</u>
1. AT&T Communications of the Mountain States	AT&T
2. Association of Communications Enterprises	ASCENT
3. Colorado Office of Consumer Counsel	OCC
4. Covad Communications Company	Covad
5. JATO Communications Corpage	JATO
6. ICG Telecom Group, Inc.	ICG
7. Level 3 Communications, Inc.	Level 3
8. MCI WorldCom, Inc.	WorldCom
9. McLeodUSA Telecommunications Services, Inc.	McLeodUSA
10. NEXTLINK Colorado, L.L.C.	NEXTLINK
11. NorthPoint Communications, Inc.	NorthPoint
12. Rhythms Links, Inc.	Rhythms
13. Sprint Communications Company, L.PAGE	Sprint
14. Telecommunications Resellers Association	TRA

APPENDIX D

DOCKET NO. 97I-198T

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LIST OF ORDER AND DECISION REFERENCES

<u>Order or Decision</u>	<u>Abbreviation</u>
<i>Telecommunications Act of 1996</i> , Pub. L. No. 104-104, 110 Stat. 56, codified at 47 U.S.C. §§ 151, et. seq.	<i>(The Act)</i>
<i>In the Matter of SBC Communications Inc., Southwestern Bell Telephone Company and Southwestern Bell Communications Services, Inc., d/b/a Southwestern Bell Long Distance Pursuant to Section 271 of the Telecommunications Act of 1996 to Provide In-Region, InterLATA Services in Texas</i> , Memorandum Opinion and Order, CC Docket No. 00-65, FCC 00-238 (rel. June 30, 2000).	<i>(SBC Texas Order)</i>
<i>In the Matter of Application of Bell Atlantic New York for Authorization Under Section 271 of the Communications Act to Provide In-Region, InterLATA Service in the State of New York</i> , Memorandum Opinion and Order, CC Docket No. 99-295, FCC 99-404 (rel. Dec. 22, 1999).	<i>(Bell Atlantic New York Order)</i>
<i>In the Matter of Application of Ameritech Michigan Pursuant to Section 271 of the Communications Act of 1934, as amended, to Provide In-Region, InterLATA Services in Michigan</i> , Memorandum Opinion and Order, CC Docket No. 97-137, FCC 97-298 (rel. Aug. 19, 1997).	<i>(Ameritech Michigan Order)</i>
<i>In the Matter of Application of BellSouth Corporation, BellSouth Telecommunications, Inc., and BellSouth Long distance, Inc., for Provision of In-Region, Inter-LATA Service in Louisiana</i> , Memorandum Opinion and Order, CC Docket No. 98-121, 13 FCC Rcd 20599.	<i>(Second BellSouth Louisiana Order)</i>
<i>In the Matter of Joint Application by SBC Communications Inc., Southwestern Bell Telephone Company, and Southwestern Bell Communications Services, Inc. d/b/a/ Southwestern Bell Long Distance for Provision of In-Region, InterLATA Services in Kansas and Oklahoma.</i>	<i>(SBC Kansas/Oklahoma Order)</i>
<i>In the Matter of Implementation of the Local Competition Provisions in the Telecommunications Act of 1996; Interconnection between Local Exchange Carriers and Commercial Mobile Radio Service Providers</i> , First Report and Order, CC Docket No. 96-98, CC Docket No. 95-185, FCC 96-325, rel. Aug. 8, 1996).	<i>(Local Competition First Report and Order)</i>
<i>In the Matter of the Implementation of the Local Competition Provisions of the Telecommunications Act of 1996</i> , Second Report and Order and Memorandum Opinion and Order, CC Docket No. 96-98, FCC 96-333, 11 FCC Rcd at 19446-47 (rel. Aug. 8, 1996).	<i>(Local Competition Second Report and Order)</i>
<i>In the Matter of Implementation of the Local Competition Provisions in the Telecommunications Act of 1996; Interconnection between Local Exchange Carriers and Commercial Mobile Radio Service Providers</i> , Order on Reconsideration, CC Docket No. 96-98, CC Docket No. 95-185, FCC 99-266, (rel. Oct. 26, 1999).	<i>(Order on Re-consideration)</i>
<i>In the Matter of Implementation of the Local Competition Provisions of the Telecommunications Act of 1996</i> , Third Interconnection Order and Fourth Notice of Proposed Rulemaking, CC Docket No. 96-98, FCC 99-238 (rel. Nov. 5, 1999).	<i>(UNE Remand Order)</i>

Order or Decision

Abbreviation

In the Matter of Implementation of the Local Competition Provisions of the Telecommunications Act of 1996, Supplemental Order, CC Docket No. 96-98, FCC 99-370 (rel. Nov. 24, 1999).

(Supplemental Order)

In the Matter of Implementation of the Local Competition Provisions of the Telecommunications Act of 1996, CC Docket No. 96-98, Supplemental Order Clarification, FCC 00-183 (released June 2, 2000).

(Supplemental Order Clarification)

Competitive Telecommunications Ass'n v. FCC, 177 F.3d 1068 (8th Cir. 1997)

(8th Circuit)

Iowa Utils. Bd. v. FCC, 120 F.3d 753 (8th Cir. 1997)

(Iowa Utils v. FCC)

APPENDIX E

DOCKET NO. 97I-198T

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LIST OF EXHIBITS

<u>Exhibit Number</u>	<u>Title</u>
4-Qwest-1	Karen Stewart Direct
4-Qwest-2	Karen Stewart Rebuttal
4-Qwest-3	Karen Stewart 2nd Supplemental
4-Qwest-4	Lori Simpson Rebuttal
4-Qwest-5	SGAT Section 9 Updates
4-Qwest-6	UDF Access Revision (9.7.2.19)
4-Qwest-7	Exhibit C (Updated)
4-Qwest-8	Technical Publication 77383 on UDF
4-Wcom-9	UDF Language
4-Wcom-10	Michael Beach Direct
4-Qwest-11	Section 9 of SGAT
4-AT&T-12	Hydock Testimony
4-AT&T-13	Comments on UNEs
4-Ascent-14	Ascent Comments
4-AT&T-15	UNE-C Language (9.6.2.1)
4-Qwest-16	Wholesale Resource Tools Website (hi density)
4-Qwest-17	UNEC-Collocation (Language for Regeneration) (9.6.2.3)
4-Qwest-18	Exhibit A Reference (9.6.3.9)
4- AT&T-19	Changes of Quantity & Order Cancellation (9.6.4.1.4 & 9.6.4.1.5)
4-Qwest-20	UCCRE Language (9.9)
4- AT&T-21	General Terms Language (9.1.2)
4-Qwest-22	Language (Demarcation Point) (9.1.4)

<u>Exhibit Number</u>	<u>Title</u>
4-Qwest-23	UNEC- Colocation (Language for Regeneration) (9.6.2.3)
4-Qwest-24	UNE-P and UNE-C Definitions (4.6.1 & 4.6.2)
4-Qwest-25	Uncoordinated Change Interval (9.6.6.2)
4-Qwest-26	Order Process Exhibit C (9.9.4.1)
4-Qwest-27	Future Changes Incorporated (9.23.1.2.1)
4-Qwest-28	UDIT Description (9.6.1.1)
4-Qwest-29	Unbundled Multiplexer (9.6.1.2)
4-Qwest-30	Number of SW & UNE-P Combinations (9.11.2.5.7)
4-AT&T-31	Delete UNE-P Availability (9.11.2.5.3)
4-AT&T-32	Combinations of Elements (9.1.5 & 9.1.6)
4-Qwest-33	Exhibit E New
4-Qwest-34	Unbundled Local Switching (9.11.2.5)
4-Qwest-35	Centrex CMS (9.11.2.10)
4-Qwest-36	ONA Rules (9.11.2.11)
4-Qwest-37	Access Tandem (9.10.1.2)
4-Qwest-38	Tandem-to-tandem Connections (9.10.2.1)
4-Qwest-39	Construction Charges (9.19)
4-Qwest-40	Vertical Feature Packages Provisioned
4-Wcom-41	Michael Beach
4-Qwest-42	SGAT Section 9
4-Qwest-43	Trunk Ports (See 4-Qwest-55) (9.11.1.5)
4-Qwest-44	DA & Switching Interrelationships (9.11.1.1.1)
4-Qwest-45	Delete BRI/ISDN Discussion (9.11.1.9.2)
4-Qwest-46	Delete PRI ISDN Features (9.11.1.11.1.4)
4-Qwest-47	Delete Vertical Features Description (9.11.1.8)
4-Qwest-48	Vertical End Switching Office Features (9.11.1.3.1)

<u>Exhibit Number</u>	<u>Title</u>
4-Qwest-49	Analog Trunk Ports (9.11.1.12)
4-Qwest-50	Local Usage Records (9.11.5.3)
4-Qwest-52	Unbundled Local Switching (9.11.2.5)
4-Qwest-53	Convert TLA to UNE (9.23.3.12)
4-Qwest-54	End User Customer Listings (9.23.5.5)
4-Qwest-55	Trunk Ports (Was 4-Qwest-43) (9.11.1.5)
4-Qwest-56	Attributes of Line Ports (9.11.1.6)
4-Qwest-57	Local Usage Billing (9.11.3.3)
4-Qwest-58	Joint Declaration of PAL and AJT
4-Qwest-59	Joint Declaration of PAL and UPR
4-Qwest-60	UDIT Description (9.6.1.1)
4-Qwest-61	Service Interval Guide
4-Qwest-62	UDIT Rates (9.6.3.5.1)
4-Qwest-63	Order Cancellation (9.6.4.1.5)
4-Qwest-64	OSS SGAT (12.2.9.3)
4-Qwest-65	General Terms Language (9.1.2)
4-Qwest-66	With Agreement in WA Language (9.1.2)
4-Qwest-67	Deleted (9.1.3)
4-Qwest-68	AIN Services Description (9.14)
4-Qwest-69	8XX Database Query Service (9.16)
4-Qwest-70	Construction Charges (9.19)
4-Qwest-71	Miscellaneous Charges (4.x.x)
4-Qwest-72	Facilities Availability (9.1.2.1)
4-Qwest-73	UNE Changes (9.1.9)
4-Qwest-74	New Product Questionnaire UNE-P Amendment
4-Qwest-75	New Product Questionnaire EELP Amendment
4-Qwest-76	New Customer Questionnaire Version 14

<u>Exhibit Number</u>	<u>Title</u>
4-Qwest-77	UNE-C Ordering (9.23.5.1.5)
4-Qwest-78	UNE Combinations (9.23.1.2.2)
4-Qwest-79	Finished Services (4.x)
4-Qwest-80	Ordering UNE Combinations (9.23.1.3)
4-Qwest-81	UNE-C Exhibit A (9.23.4.1.2)
4-Qwest-82	UNE-C Descriptions (9.23.2)
4-Qwest-83	Establish EEL (9.23.3.7.2)
4-Qwest-84	Attributes of Line Ports (9.11.1.6)
4-Qwest-85	Local Usage Records (9.11.5.3)
4-Qwest-86	Other Service Provider Name (9.23.5.6)
4-Qwest-87	End-User Customer Listings (9.23.5.5)
4-Qwest-88	TR-13 Proposed Test Language
4-AT&T-89	Order Cancellation (9.6.4.1.5)
4-Qwest-90	Summary Bill and Rate Implementation Process For Established CLECs
4-Qwest-91	Summary Bill and Rate Implementation Process New CLEC and 1st CLEC
4-Qwest-92	UNE-C Descriptions (9.23.2)
4-Qwest-93	Facilities Availability Revised (9.1.2.1)
4-Qwest-94	Facilities Availability Rewrite (2nd Revised) (9.1.21)
4-AT&T-95	Technical Publication on EELs (Website Reference)
4-Qwest-96	EEL Ordering (9.23.3.8)
4-Qwest-97	Qwest Agrees Within 45 Days (Tech Pub Review)
4-Qwest-98	Technical Publication 77389 UDIT (confidential)
4-Qwest-99	KAS Drawing LIS to UDIT
4-Qwest-100	KAS Drawing Loop Multiplexing
4-Qwest-101	KAS Drawing Loop Demultiplexing
4-Qwest-102	KAS Drawing LIS Mux UDIT

<u>Exhibit Number</u>	<u>Title</u>
4-AT&T-103	KW Drawing
4-AT&T-104	KW Drawing
4-AT&T-105	KW Drawing
4-Qwest-106	Local Usage Records (9.11.5.3)
4-Qwest-107	Miscellaneous Charges (9.1.12)
4-Qwest-108	Construction Charges (9.19)

APPENDIX F
DOCKET NO. 97I-198T
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LIST OF ACRONYMS

<u>Acronym</u>	<u>Meaning</u>
ADSL	Asymmetric Digital Subscriber Line
AIN	Advanced Intelligent Network
ASR	Access Service Request
ATM	Asynchronous Transfer Mode
BFR	Bona Fide Request
CCSACS	Common Channel Signaling Access Capability Service
CICMP	Co-Provider Industry Change Management Process
CLEC	Competitive Local Exchange Carrier
CLLI	Common Language Location Indicator
COSMIC	Registered Trade Mark Distribution Frame
COT/NT	Central Office Technician/Network or Field Technician
DID	Direct Inward Dialing
DLC	Digital Loop Carrier
DLEC	Data Local Exchange Carrier
DLR	Design Layout Report
DSL	Digital Subscriber Line
DSLAM	Digital Subscriber Line Access Multiplexer
DTT	Direct Trunk Transport
EAS	Extended Area Service
EB-TA	Electronic Bonding - Trouble Administration
EDI	Electronic Data Interchange
EF	Entrance Facility

<u>Acronym</u>	<u>Meaning</u>
EUDIT	Extended Unbundled Dedicated Interoffice Transport
ETC	Eligible Telecommunications Carrier
FCP	Field Connection Point
FDI	Feeder Distribution Interface
FDP	Fiber Distribution Panel
FOC	Firm Order Confirmation
FOT	Fiber Optic Terminal
GUI	Graphical User Interface
HUNE	High Frequency Spectrum Network Element
HVAC	Heating, Ventilation, and Air-conditioning
ICB	Individual Case Basis
ICDF	Interconnection Distribution Frame
IDF	Intermediate Distribution Frame
IDLC	Integrated Digital Loop Carrier
IMA	Interconnection Mediated Access
IOF	Interoffice Facilities
IRRG	Interconnection and Resale Resource Guide
ISDN	Integrated Services Digital Network
ISIG	Interconnection Service Interval Guide
ITP	Interconnection Tie Pairs
LATA	Local Access and Transport Area
LCA	Local Calling Area
LERG	Local Exchange Routing Guide
LFACS	Loop Facilities Administration and Customer Service System
LIS	Local Interconnection Service
LNP	Local Number Portability
LOA	Letter of Authorization

<u>Acronym</u>	<u>Meaning</u>
LRN	Location Routing Number
LSR	Local Service Request
MELD	Mechanized Engineering and Layout for Distribution
MDF	Main Distribution Frame
MPOE	Minimum Point of Entry
MLT	Mechanized Loop Test
MSA	Metropolitan Statistical Area
MTE	Multiple Tenant Environment
MVL	Multiple Virtual Lines
NANC	North American Numbering Council
NANPA	North American Numbering Plan Administrator
NC/NCI	Network Channel/Network Channel Interface Codes
NEBS	Network Equipment Building System
NENA	National Emergency Number Association
NID	Network Interface Device
NIRC	Network Interoperability and Reliability Council
NGDLC	Next Generation Digital Loop Carrier
NPAC	Number Portability Administration Center
OSS	Operations Support Systems
PAP	Performance Assurance Plan
PCAT	Product Catalog
PID	Performance Indicator Definitions
PLU	Percent Local Usage
POI	Point of Interconnection (or Interface)
POLR	Provider of Last Resort
PVC	Permanent Virtual Circuit
PVP	Permanent Virtual Path

<u>Acronym</u>	<u>Meaning</u>
QPF	Quote Preparation Fee
RADSL	Rate Adaptive Digital Subscriber Line
ROC	Regional Oversight Committee
RSU	Remote Switching Unit
SGAT	Statement of Generally Available Terms and Conditions
SOP	Service Order Processor
SPID	Service Provider Identification
SPOT	Single Point of Termination
STP	Signaling Transfer Points
TAG	Technical Advisory Group
TDM	Time Division Multiplex
TELRIC	Total Element Long Run Incremental Costs
TGSR	Trunk Groups Servicing Request
TIRKS	Trunk Inventory Record Keeping System
UDF	Unbundled Dark Fiber
UCCRE	Unbundled Customer Controlled Rearrangement Element
UDIT	Unbundled Dedicated Interoffice Transport
UDL	Unbundled Distribution Sub-Loop
UDLC	Universal Digital Loop Carrier
UFL	Unbundled Feeder Sub-Loop
UNE	Unbundled Network Element
xDSL	Digital Subscriber Line of Unspecified Bandwidth