

**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 VI

**COMMISSION STAFF REPORT ON
THE GENERAL TERMS AND CONDITIONS
OF QWEST'S STATEMENT OF GENERALLY AVAILABLE TERMS (SGAT)
INCLUDING:**

OPERATIONS SUPPORT SYSTEMS

MAINTENANCE AND REPAIR FUNCTIONS

CHANGE MANAGEMENT PROCESS

BONA FIDE REQUEST PROCESS

SPECIAL REQUEST PROCESS

FINAL REPORT

FEBRUARY 14, 2002

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I. INTRODUCTION

1. This is the sixth in a series of reports prepared by the Staff of the Colorado Public Utilities Commission (Staff) in Docket No. 97I-198T, which is the investigation into the compliance of Qwest Communication, 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 and 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.³ Impasse issues will be addressed through the dispute resolution process agreed to by participants and ordered by the Commission for this investigation and will be considered

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 primarily will use Qwest in the text.

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

³ The impasse issues may be described broadly in this report. The specifics of each impasse issue is contained in Volume VIA.

by the Commission in order to resolve the impasse. The Commission's resolution of the issues will be memorialized in the subsequent Volume VI A report.

3. Volume VI in the series of Staff reports addresses Workshop 6, which dealt with the General Terms and Conditions of Qwest's Statement of Generally Available Terms (SGAT) including Operations Support Systems, Co-Provider Industry Change Management Process,⁴ Bona Fide Request Process, Maintenance and Repair Functions and the Special Request Process.
4. The Colorado Commission is participating in the regional test of Qwest's Operations Support Systems (OSS) being conducted by the Regional Oversight Committee (ROC).
5. A description of the 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.
6. This report traces the evolution of the general terms and conditions provisions included in Qwest's SGAT. Although this report couches all of the parties' positions in the present tense, many of the parties' positions changed or evolved during the course of the general terms and conditions proceedings. Accordingly, the positions set forth in this report do not necessarily represent the final positions of the parties but may represent preliminary or developing positions. The final positions of the parties are reflected in the consensus

⁴ Qwest's Co-Provider Industry Change Management Process (CICMP) has been renamed the Change Management Process (CMP). Throughout the remainder of this report, Change Management Process and CMP will be used to be consistent with current terminology.

language of the parties included in the SGAT or the parties' respective briefs on the impasse issues.

II. EXECUTIVE SUMMARY

7. Colorado Workshop 6 is the sixth in a series of technical workshops that are part of the Commission's investigation into Qwest's compliance with § 271 of the Act in order for Qwest to obtain FCC authorization to provide in-region, interLATA services. Workshop 6 dealt primarily with the General Terms and Conditions (GT&C) of Qwest's Statement of Generally Available Terms and Conditions (SGAT). Specifically, considerable focus was placed on the Bona Fide Request (BFR) process, the Special Request Process (SRP), Operations Support Systems (OSS), Maintenance and Repair (M&R) functions and the Change Management Process (CMP). Additionally, some issues that had been deferred from other previous workshops were considered.
8. The technical discussions held in Workshop 6 regarding the GT&Cs of Qwest's SGAT were exhaustive and thorough. Additionally, extensive testimony and comments were filed by participants to add to the record into this investigatory proceeding. There should be no question that the GT&Cs of Qwest's SGAT were thoroughly and rigorously reviewed. Participants were given ample opportunity to flesh out their respective issues and have them fully discussed.
9. During the workshop, issues that could not be resolved by consensus 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 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 in order to receive a favorable compliance recommendation to the FCC.

10. Qwest believes that the SGAT's GT&Cs are not checklist items, nor are they items that must be considered as part of the approval process under the Act.
11. Other participants (including Commission Staff) disagree. While the SGAT's GT&Cs may not technically be checklist items in and of themselves, they nonetheless directly affect, and are not severable from, the other provisions of the SGAT, pursuant to which Qwest purports to comply with the specific checklist item requirements. Therefore, the SGAT's GT&Cs are subject to the Commission's investigation into Qwest's overall compliance with the requirements of the Act and the FCC.
12. During Workshop 6, there were 14 issues related to the GT&Cs of Qwest's SGAT that were disputed among participants and reached impasse. Those issues are characterized in the Principal Workshop Discussions and Resolution section of this report and also in Appendix B. These issues will be resolved by the Commission and that resolution will specify what the Commission believes is necessary for Qwest to achieve a favorable compliance recommendation from the Commission to the FCC.
13. Also during the course of Workshop 6, Qwest proposed a complete review and revision of its Change Management Process (CMP) that would take place on a parallel path, but separate from, the technical workshops. Participants agreed that this would be a reasonable approach and the workshop issues associated with the CMP were deferred to the CMP Review process. In the Procedural Order issuing from the September 13, 2001,

status conference, the Hearing Commissioner ordered that Qwest's complete SGAT, to be filed on or before November 30, 2001, will contain the CMP.⁵

14. Subject to the Commission's resolution of the issues in dispute, a final Commission assessment of the acceptability of Qwest's CMP, and a demonstration that those decisions have been implemented, Staff's assessment is that the General Terms and Conditions of Qwest's SGAT are otherwise acceptable. This assessment is based upon the testimony, comments, and exhibits submitted, and the workshop discussions.
15. Except for the impasse issues and the separate assessment of the acceptability of Qwest's CMP, the General Terms and Conditions of Qwest's SGAT are not otherwise disputed by participants.
16. The Commission will evaluate Qwest's current performance regarding its OSS based upon the results of the ROC OSS Test and other evidence that may be brought to its attention.

⁵ Decision No. R01-989-I, September 20, 2001, at page 4, N. 1.

III. FINDINGS

A. GENERAL TERMS AND CONDITIONS

1. FCC Requirements

17. Qwest believes that the general terms and conditions provisions of the SGAT are not checklist items nor are they items that must be considered as a part of the approval process under § 252(f) of the Act. That section only refers to compliance with §§ 252(d) and 251. True general terms and conditions (often referred to as boilerplate) are not § 252(d) or § 251 requirements. Qwest believes that these items are better addressed through negotiations between the parties and has offered to spend as much time as is required to attempt to resolve as many issues as possible. Qwest states that it has every intention of standing behind the services that it provides under the SGAT and has substantial inducements to do so, including Performance Indicator Definitions (PIDs) and the possibility of the FCC re-opening its approval of Qwest's 271 authority if there is proof of substantial nonconformance under § 271(6) of the Act.
18. Competitors believe that the U.S. Congress conditioned the Regional Bell Operating Companies' ("BOC" or "RBOC") entrance into the in-region interLATA long distance market on their compliance with 47 U.S.C. § 271. To be in compliance with § 271, Qwest must "support its application with actual evidence demonstrating its present compliance with the statutory conditions for entry."⁶

⁶ Application by Bell Atlantic New York for Authorization Under § 271 of the Communications Act to Provide In-Region, InterLATA Service in the State New York, CC Docket No. 99-295, Memorandum Opinion and Order, FCC 99-404 (rel. Dec. 22, 1999) at ¶ 37 ("FCC BANY Order").

19. Through these workshops, the Commission is conducting investigations of both the relevant provisions of Qwest's SGAT and Qwest's actual compliance with the checklist items contained in 47 U.S.C. § 271(c)(2)(B). With respect to the SGAT review, a "State commission may not approve such statement unless such statement complies with [§ 252(d)] and [§ 251] and the regulations thereunder." 47 U.S.C. § 252(f). Furthermore, a state commission may establish or enforce other requirements of state law in its review of the SGAT.⁷
20. To demonstrate compliance with the requirements of § 271's competitive checklist, Qwest must show that "it has 'fully implemented the competitive checklist [item]. . .'"⁸ Thus, Qwest must plead, with appropriate supporting evidence, the facts necessary to demonstrate it has complied with the particular requirements of the checklist item under consideration.⁹ It must:
- [e]stablish that it is 'providing' a checklist item, [by] demonstrat[ing] that it has a *concrete and specific legal obligation* to furnish the item upon request pursuant to a state-approved interconnection agreement or agreements that set forth prices and other terms and conditions for each checklist item, and that it is currently furnishing, or is ready to furnish, the checklist item in the quantities that competitors may reasonably demand and at an acceptable level of quality.¹⁰
21. In this proceeding, Qwest asks the Commission to consider both the interconnection agreements and its SGAT as evidence of compliance. Qwest must prove each of these elements by a preponderance of the evidence.¹¹ Furthermore, the FCC has determined

⁷ Id.

⁸ FCC BANY Order at ¶ 44.

⁹ Id. at ¶ 49.

¹⁰ Application of BellSouth Corporation, et al., for Provision of Inregion-interLATA Services in Louisiana, CC Docket No. 98-121, Memorandum Opinion and Order, FCC 98-271 (rel. Oct. 13, 1998) at ¶ 54 (emphasis added) ("BellSouth Louisiana Order").

¹¹ Id. at ¶ 48.

that the most probative evidence is commercial usage along with performance measures providing evidence of quality and timeliness of the performance under consideration. Finally, as with any application, the “ultimate burden of proof that its application satisfies all the requirements of § 271, even if no party files comments challenging its compliance with a particular requirement[.]” rests upon Qwest.¹²

22. The FCC has defined the scope of the ILECs’ obligation to provide nondiscriminatory access to unbundled network elements on just and reasonable terms under § 251(c)(3) as follows:

The duty to provide unbundled network elements on “terms, and conditions that are just, reasonable, and nondiscriminatory” means, at a minimum, that whatever those terms and conditions are, they must be offered equally to all requesting carriers, and where applicable, they must be equal to the terms and conditions under which the incumbent LEC provisions such elements to itself. We also conclude that, because section 251(c)(3) includes the terms “just” and “reasonable” this duty encompasses more than the obligation to treat carriers equally. Interpreting these terms in light of the 1996 Act’s goal of promoting local exchange competition, and the benefits inherent in such competition, we conclude that these terms require incumbent LEC’s to provide unbundled elements under terms and conditions that would provide an efficient competitor with a meaningful opportunity to compete.¹³

The foregoing describes not only the fact that ILECs, including Qwest, must provide certain services, they require that Qwest provide services in a certain manner.

¹² *Id.* at ¶ 47.

¹³ *Implementation of the Local Competition Provisions in the Telecommunications Act of 1996*, CC Docket No. 96-98, First Report and Order, FCC 99-325 (rel. Aug. 8, 1996) at ¶ 315 (footnotes omitted). (“*First Report and Order*”).

23. The general terms and conditions of the SGAT are important because they protect the rights of parties and define their obligations. They generally do not deal with any single service identified in the SGAT, but instead deal with *all* of the service available under the SGAT. For this reason, the GT&Cs are critical to the determination of whether the services identified in the SGAT are actually available to a CLEC, *i.e.*, whether Qwest in fact has met “concrete and specific legal obligations” with respect to the services described in the SGAT.
24. Section 271(c)(2)(B)(ii) of the Act requires Qwest to offer nondiscriminatory access to operational support systems functions. In addition, 47 CFR § 51.319(g) states, among other things, that “OSS functions consist of pre-ordering, ordering, provisioning, maintenance and repair, and billing functions supported by an incumbent Local Exchange Carrier’s (“LEC”) databases and information.” Finally, § 251(c)(3) of the Act requires that Qwest provide such access on rates, terms, and conditions that are just and reasonable. Hence, as a part of its § 271 obligations, Qwest must provide access to OSS under terms and conditions that are nondiscriminatory and just and reasonable.¹⁴
25. For OSS functions that are analogous to those that Qwest provides to itself, its customers or its affiliates, the FCC has stated that the nondiscrimination standard requires Qwest to offer requesting carriers access that is equal in terms of quality, accuracy, and timeliness, and that permits competing carriers to perform the functions in substantially the same

¹⁴ In the Matter of Application by SBC Communications Inc., Southwestern Bell Telephone Company and Southwestern Bell Communications Services, Inc. d/b/a Southwestern Bell Long Distance Pursuant to § 271 of the Telecommunications Act of 1996 to Provide In-Region, InterLATA Services in Texas, Memorandum Opinion and Order, CC Docket No. 00-65, FCC 00-238 (rel. June 30, 2000) at ¶ 93 (hereinafter “SWBT Texas 271 Order”). In this Order, the FCC notes that access to OSS functions falls “squarely within an incumbent LEC’s duty under § 251(c)(3) to provide unbundled network elements.” *Id.* Checklist Item No. 6 governs unbundled network elements.

time and manner as Qwest.¹⁵ For OSS functions that have no retail analog, Qwest must offer access “sufficient to allow an efficient carrier a meaningful opportunity to compete.” In these instances, the FCC has examined whether performance standards exist that are appropriate for measuring OSS performance, and if so, whether an RBOC’s performance is sufficient to allow an efficient carrier a meaningful opportunity to compete.¹⁶

26. The FCC has used a two-step approach to determine whether BOCs have met the nondiscrimination standard for OSS functions. The first step is “whether the BOC has deployed the necessary systems and personnel to provide sufficient access to each of the necessary OSS functions and whether the BOC is adequately assisting competing carriers to understand how to implement and use all of the OSS functions available to them.”¹⁷ The second step is “whether the OSS functions that the BOC has deployed are operationally ready, as a practical matter.”¹⁸ Under the first prong, the BOC must prove it has developed sufficient interfaces to allow competing carriers equivalent access to all of the necessary OSS functions.¹⁹ For example, BOCs must disclose any “internal business rules” and other formatting information necessary to ensure that a carrier’s requests and orders are processed efficiently.²⁰ For the second prong of the test, the FCC examines performance measurements and other evidence of commercial readiness to

¹⁵ In the Matter of Application by Bell Atlantic New York for Authorization Under § 271 of the Communications Act to Provide In-Region, InterLATA Service in the State New York, Memorandum Opinion and Order, CC Docket No. 99-295, FCC 99-404 (rel. Dec. 22, 1999) at ¶ 85 (hereinafter “FCC BANY Order”).

¹⁶ *Id.* at ¶ 86.

¹⁷ *Id.* at ¶ 87.

¹⁸ *Id.*

¹⁹ SWBT Texas § 271 Order at ¶ 97.

²⁰ *Id.*

ascertain whether the BOC's OSS is handling current demand and will be able to handle reasonably foreseeable future volumes.²¹

2. Qwest's Position

27. On April 23, 2001, Larry B. Brotherson of Qwest filed an affidavit describing certain portions of the SGAT for services provided by Qwest to CLECs. *Exhibit 6-Qwest-25*. Mr. Brotherson stated that the SGAT fulfils Qwest's obligations under §§ 222; 251(a), (b), and (c); 252; 271; and other relevant provisions of the Act and the Federal Communications Commission's ("FCC") rules and regulations.
28. Mr. Brotherson's testimony addressed the general terms and conditions that protect the rights and define the obligations of each party that accepts the SGAT in lieu of negotiating an interconnection agreement. *Exhibit 6-Qwest-25* at page 3.
29. Section 1 of the SGAT is the title section that names the parties and describes the nature of the SGAT and the procedure for CLECs' accepting its terms and conditions. When the CLEC signs the SGAT and delivers it to Qwest pursuant to the notice provisions, it becomes the Interconnection Agreement between the Parties. In addition, it describes the method to modify or amend the SGAT after the SGAT becomes effective. *Id.* at page 3.
30. Section 1 also includes the pick and choose language that has been discussed by Qwest and CLECs in several state workshops. CLECs with existing interconnection agreements can use the pick and choose provisions of § 1.8 to amend their interconnection agreement

²¹ *Id.* at ¶ 98; this particular portion of the FCC's examination is not specifically addressed in the Qwest direct case. Moreover, the ROC OSS testing must complete and then this particular portion of the States' expected examination can commence.

by adopting specific SGAT language. Qwest and CLECs have reached agreement on this § 1.8 language in workshops held in several states, including Arizona, Colorado, and Washington. *Id.* at page 4.

31. Section 2 describes the contents of the SGAT, which includes appended attachments and agreements, *e.g.*, Exhibit A, Rates. This Section describes the Existing Rules under which the SGAT was constructed and allows amendment or modifications to the SGAT to the extent the Existing Rules are changed, dismissed, stayed, or modified. *Id.* at page 4.
32. Section 2 also states that in cases of conflict between Qwest's Interconnection and Resale Resource Guide (IRRG)²² product descriptions, methods, and procedures, or a Technical Publication, and the SGAT, the rates, terms and conditions of the SGAT shall prevail over such IRRG product descriptions, methods and procedures, or a Technical Publication. *Id.* at page 4.
33. Section 3 describes the requirements needed to jointly develop an implementation schedule to begin the ordering process for services offered under the SGAT. *Id.* at page 4.
34. Section 5 is captioned "Terms and Conditions" and contains many of the business relationship type of provisions between the parties as opposed to sections dealing with specific network elements or interconnection elements. Section 5 is the largest section and includes the following sections: § 5.1 General Provisions; § 5.2 Term of Agreement;

²² Qwest's IRRG has been renamed to the Wholesale Product Catalog (PCAT).

§ 5.3 Proof of Authorization; § 5.4 Payment; § 5.5 Taxes; § 5.6 Insurance; § 5.7 Force Majeure; § 5.8 Limitation of Liability; § 5.9 Indemnity; § 5.10 Intellectual Property; § 5.11 Warranties; § 5.12 Assignment; § 5.13 Default; § 5.14 Disclaimer of Agency; § 5.15 Severability; § 5.16 Nondisclosure; § 5.17 Survival; § 5.18 Dispute Resolution; § 5.19 Controlling Law; § 5.20 Responsibility for Environmental Contamination; § 5.21 Notices; § 5.22 Responsibility of Each Party; § 5.23 No Third Party Beneficiaries; § 5.24 Referenced Documents; § 5.25 Publicity; § 5.26 Executed in Counterparts; § 5.27 Compliance; § 5.28 Compliance with the Communications Assistance Law Enforcement Act of 1994; § 5.29 Cooperation; § 5.30 Amendments; and § 5.31 Entire Agreement. *Id.* at pages 4-5.

35. Mr. Brotherson's testimony did not address all of the sections, only those that have generated some discussion with CLECs. He stated the other sections are rather self-explanatory and are generally reciprocal with the obligations of the particular section applying equally to either party. Many have not been the subject of dispute in negotiated interconnection agreements. *Id.* at page 5.
36. Section 5.3 describes the requirement for a Proof of Authorization (POA) that demonstrates that the end user has requested a change of its local service provider. The POA is required to ensure that end users are properly transferred from one local service provider to another. The intent is to deter the unauthorized transfer of end users between local service providers. Qwest proposes a charge if the CLEC or Qwest cannot provide a POA to support the change of the local provider before the change is executed to protect the end user. This process should protect the end user from having to endure the unnecessary consternation of having to deal with the billing and conversion headaches

that slamming victims endured. *Id.* at pages 5-6. In supplemental testimony filed May 10, 2001, Qwest proposed one change to § 5.3.1.1 so that an end user's authorization can be provided electronically, for example, through e-mail. *Exhibit 6-Qwest-26* at pages 2-3.

37. Section 5.4 describes the terms for the payment for services provided under the SGAT. Specifically, § 5.4.2 and § 5.4.3 allow Qwest to discontinue processing orders after 30 days of the bill due date if full payment is not received from the CLEC. Full payment, in this instance, does not include billing amounts that are being disputed. Further, Qwest may disconnect services if a CLEC fails to make full payment, less any disputed amount, within 60 days of the billing due date. However, disconnection of services will not begin without at least 10 days written notice to the CLEC. *Exhibit 6-Qwest-25* at pages 6-7.
38. Section 5.8 is the Limitation of Liability clause offered through the SGAT used to measure damages arising out of any act or omission in providing service. The Limitation of Liability language used to measure damages is universally used in services offered on the interstate level in FCC tariffs. For example, AT&T, Sprint and MCI all limit damages for outages in their toll networks to the price of the service. CLECs also routinely use this as a standard measure of damages when dealing with their own customers. Furthermore, state commissions historically have endorsed this measure of damages. *Id.* at page 7. In his supplemental affidavit, Mr. Brotherson describes in further detail the liability provisions of § 5.8. He asserts these provisions reflect standard, reciprocal rights and obligations typical of commercial limitations of liability. *Exhibit 6-Qwest-26* at pages 3-4.

39. Section 5.9 is the Indemnity section of General Terms in the SGAT that describes indemnity with respect to third-party claims. This section reflects standard, reciprocal indemnity provisions which govern the relationship between the parties when a third party files an action or seeks recovery from one of the contracting parties and specifically addresses claims by an end user of the telecommunications service. *Exhibit 6-Qwest-25* at page 7. Mr. Brotherson provides further details about § 5.9 in his supplemental affidavit. He asserts that the Colorado PUC has approved the language of § 5.9 in interconnection agreements, and commissions in other states have approved it as well. *Exhibit 6-Qwest-26* at pages 4-6.
40. Line sharing is addressed separately in § 5.9.1.4 because it is unique in that both companies provide a service over the same single physical loopage. Unlike other situations where one party or the other uses the facility, here two companies each provide service over the same wire at different bandwidths. In such case it is important to clarify who the end user is and who the “immediate provider of telecommunications services” is, when the parties have agreed to line sharing. *Exhibit 6-Qwest-25* at page 8.
41. Sections 8 and 9 contain information regarding ICB pricing for certain collocation, dark fiber and high capacity loop rate elements. These ICB rates are used for unique situations where standard pricing is not appropriate and each case requires analysis and pricing to fit the specific request. *Id.* at page 9. In his supplemental affidavit, Mr. Brotherson points out specific examples in the SGAT which provide for ICB provisioning or pricing, including § 8.3.1.11.2 (provisioning intervals and costs for direct connection collocation terminations), § 9.2.2.3.1 (provisioning and pricing of certain unbundled fiber and high-capacity loops), § 9.2.2.4 (installation intervals for 25 or more unbundled loops for the

same end-user address), § 9.2.4.5 (service intervals in exceptional situations), § 9.3.3.7 (non-recurring charges for certain types of MTE terminal subloop access), § 9.6.1.2 (access to SONET add/drop multiplexing), § 9.7.3.3.1 (termination of unbundled dark fiber at an outside plant structure) and § 9.23.3.7.2.12.7 and § 9.23.3.9 (certain aspects of provisioning EEL-Ps). *Exhibit 6-Qwest-26* at pages 6-7.

42. ICB provisioning and pricing is a familiar concept to many of the CLECs, such as AT&T, WorldCom, and Sprint, as well as to the Commission itself. ICB has been present in state tariffs since the 1980s, and many of the CLECs have been buying products with ICB pricing and provisioning for many years. Qwest's Colorado tariffs currently provide for ICB pricing for services such as protective connecting arrangements, information and billing services, physical collocation, and avoidance. Qwest's Colorado tariffs also provide for ICB provisioning intervals for services such as diversity, avoidance, large quantities of access services ordered at the same time, and requests for longer than standard intervals. *Id.* at page 7.
43. Section 9 contains information regarding the Special Request Process (SRP). This provision is designed for requests for additional switch features or for non-standard combinations of unbundled network elements that currently are not offered by Qwest as standard products. *Exhibit 6-Qwest-25* at pages 8-9. In supplemental testimony, Qwest adds that the SRP also is used for requests for unbundled network elements that have been defined by the FCC or the Colorado PUC as a network element to which Qwest must provide unbundled access but for which Qwest has not created a standard product, such as UDIT and EEL between OC-3 and OC-192. *Exhibit 6-Qwest-26* at page 8. These requests do not require a comprehensive technical feasibility analysis. Requests

for services that do not meet the criteria for SRP are considered BFRs as discussed in § 17. *Exhibit 6-Qwest-25* at page 9.

44. Section 11 describes the responsibilities of both parties to the SGAT to ensure security, protection, and prevention of harm or damage to each others' network. The purpose of this section is to cooperatively create a safe environment for both parties' personnel and equipment, and to ensure network security and integrity. *Id.* at page 9.
45. Section 12 describes the responsibilities of both parties for electronic gateways to access Qwest's Operations Support Systems (OSS). These gateways act as a control point between the CLEC and Qwest and provide security for the interfaces and protects the integrity of the Qwest OSS and databases in support of pre-ordering, ordering, provisioning, maintenance and repair, and billing systems. Section 12 also describes the process to prepare and test the CLEC and Qwest interfaces to ensure that the interfaces function properly prior to the delivery of "live" data and orders. *Id.* at page 9.
46. Section 16 describes the telephone number referral announcement that is placed on an end user's telephone number whenever an end user does not retain its original telephone number when it changes local service from Qwest to a CLEC or a CLEC to Qwest. With number portability now in place, this is used only on a limited basis. *Id.* at page 9.
47. Section 17 describes the BFR process. This process allows a CLEC to request an interconnection service, access to an unbundled network element or ancillary service that is not already available in the SGAT. *Id.* at pages 10-11. In supplemental testimony, Qwest asserts that the BFR is not used in lieu of the ICB process. The ICB process does not require the analysis that a service requested through the BFR process requires. The

BFR also is not used in lieu of the SRPAGE. The BFR process requires analysis for technical feasibility and for legal analysis to determine whether the requested service is required under the Act. This specific difference between the SRP and BFR process allows a faster response time for the Special Request services. The Special Request Process is specifically designed to accommodate CLEC requests that were made during various workshops. *Exhibit 6-Qwest-26* at pages 9-10.

48. Section 18 describes the audit process to allow either party to the SGAT to request billing and performance information to validate billing and performance indicators. Either party may request this information or authorize an independent auditor that is mutually agreed to by the parties to undertake the audit. All information received or reviewed by the auditor(s) is considered Proprietary Information. *Exhibit 6-Qwest-25* at page 11.
49. Section 19 describes the conditions under which Qwest may determine to construct and assess construction charges for network interconnection, access to unbundled network elements or ancillary services when existing facilities are not available. *Id.* at page 11.
50. Since this document also may be used to negotiate an Interconnection Agreement, § 22 is the signature page that each party signs to execute the Agreement. If a CLEC desires to accept the SGAT, thereby making it an Agreement between the Parties, it is only necessary for the CLEC to sign and deliver the signed copy to Qwest using the Notice procedure as set forth in § 1. *Id.* at pages 11-12.
51. In his supplemental affidavit, Mr. Brotherson discusses proposed § 1.7.1, which addresses when amendments to an interconnection agreement are appropriate for UNE combinations and then if amendments should be required for new service offerings in

general. This latter process is sometimes referred to as "productization." *Exhibit 6-Qwest-26* at page 10.

52. Qwest has developed pre-defined UNE combinations in the SGAT to simplify the ordering and provisioning processes for both for the CLEC and Qwest. In the UNE workshops Qwest agreed, however, that CLECs are not limited to the pre-defined UNE combinations in the SGAT. Qwest will provision UNE combinations pursuant to the terms of the SGAT without requiring an amendment to a CLEC's interconnection agreement, provided that all UNEs making up the UNE combination are contained in the CLEC's interconnection agreement. In this case, CLECs can order other UNE combinations through the Special Request Process. If Qwest develops additional UNE combination products, CLECs may order these products without using the Special Request Process, but CLECs may need to submit a New Product Questionnaire, formerly known as a CLEC questionnaire amendment. *Id.* at page 10.
53. Qwest also has been exploring the need for formal amendments to an interconnection agreement when it develops new interconnection services, access to additional unbundled network elements, additional ancillary services or telecommunications services available for resale. CLECs have expressed concerns that they are unable to take immediate advantage of new service offerings because of the necessity for executing and gaining Commission approval of a formal amendment to their interconnection agreement. About a year ago, Qwest adopted a concept called "parallel processing" that includes amendments to interconnection agreements. Under this concept, a CLEC with an existing interconnection agreement may execute an amendment for a new product. If the CLEC also executes a letter agreement setting forth the rate, terms, and conditions related

to the new product, the CLEC may begin placing orders as soon as the letter agreement is executed, without waiting for the amendment to be approved. The letter agreement addresses what will occur if the Commission does not approve the amendment. *Id.* at pages 11-12.

54. In an effort to continuously improve the services that it offers to CLECs to support their entry into the local markets, Qwest proposes a more streamlined approach to offering new services. If a CLEC currently has an Interconnection Agreement, the CLEC will require only one amendment to adopt the proposed language contained in § 1.7.1. In the case of a CLEC that adopts the SGAT as its Interconnection Agreement, no amendments will be required to order new products and services. Qwest will introduce new products through the product notification process that is a part of the formal change control process, the Change Management Process (CMP). It will post the applicable terms and conditions for the new product in its Template Agreement available at http://www.qwest.com/wholesale/customerService/clec__nta.html. If a CLEC is interested in this offering, it first will need to complete a New Product Questionnaire for the service. Then by placing its orders, the CLEC agrees to be bound by the specific rates, terms, and conditions in the Template Agreement under the umbrella of its interconnection agreement, but without the necessity of a formal amendment. The CLEC also would have the option of negotiating different terms and conditions. Qwest believes that this proposal will further facilitate the CLECs provisioning of local services to their end users while providing a framework that will protect the interests of both parties. *Id.* at pages 12-13.

55. Mr. Brotherson concludes that the general terms and conditions specifically addressed in his testimony are reasonable and generally accepted in the provision of telecommunications services throughout the industry. The liability and indemnification provisions commonly are found in tariffs and inter-carrier contracts. The requirement for a Proof of Authorization is reasonable and will reduce complaints of an unauthorized or improper transfer of a customer from one local service provider to another. He asserts that for these reasons, the referenced terms and conditions contained in the SGAT should be adopted. *Exhibit 6-Qwest-25* at page 12.
56. On May 10, 2001, James H. Allen filed an affidavit on behalf of Qwest describing the Qwest Change Management Process (CMP) and § 12 of the SGAT. *Exhibit 6-Qwest-45*.
57. Mr. Allen states that Qwest has developed CMP to provide a forum for CLECs and Qwest to discuss Qwest's products, processes, technical publications, and OSS interfaces. The CMP includes regularly scheduled, monthly change management meetings. It also provides a process for Qwest to communicate to CLECs changes to Qwest's products, processes, technical publications, and OSS interfaces. *Id.* at page 2.
58. Mr. Allen also states that the CMP has been working effectively since Qwest implemented it. As of May 10, 2001, there were 283 participants in the CMP, representing 103 CLECs. The CMP has received 124 change requests (CRs) and has released 199 release notifications (RNs) since the fall of 1999. As a result of the accepted CRs, Qwest either has completed or is working on 79 CRs, two have been placed on hold by the CLEC, 35 were canceled by the CLEC, and eight were canceled by Qwest.

59. Section 12 of the SGAT addresses access to Qwest's OSS. In § 12, Qwest commits to meet its legal obligations to provide access to OSS. Section 12 generally describes the interfaces that will be available for CLECs to access Qwest's OSS. Qwest has removed detailed descriptions of its interfaces because Qwest constantly is improving these interfaces and the interfaces are subject to change requests in CMPAGE. Therefore, Qwest has changed § 12 to contain a commitment by Qwest to meet its legal obligations to provide access to OSS and to provide that changes to the interfaces will be handled pursuant to the CMP process. *Id.* at pages 2-3.
60. On May 10, 2001, Barry Orrel filed an affidavit on behalf of Qwest covering those portions of § 12 of the SGAT involving maintenance and repair, as well as Qwest's data concerning maintenance and repair. *Exhibit 6-Qwest-1.*
61. Mr. Orrel states that SGAT § 12 places on Qwest a concrete legal obligation to provide maintenance and repair to any CLEC opting into the SGAT. Qwest is already required to provide similar maintenance and repair functions to CLECs through many interconnection agreements filed in Colorado. Moreover, the myriad of maintenance and repair performance metrics make clear that Qwest is providing these services at an acceptable level of quality. Specifically, Qwest is providing these services in substantially the same time and manner as it provides similar services for its own retail services. *Id.* at pages 1-2.
62. On May 10, 2001, Karen Stewart filed an affidavit on behalf of Qwest to provide additional testimony on dark fiber subloop issues that were deferred to the General Terms and Conditions Workshop. *Exhibit 6-Qwest-89.*

63. Ms. Stewart addressed Qwest's policy relating to stranded plant when provisioning UDF/subloop plant, and circumstances relating to Qwest denial of request for UDF P/Subloop plant. During the Emerging Services Workshop 3, Qwest agreed to a request by Yipes Transmission, Inc. (Yipes) to allow splicing of Qwest loop facilities with the facilities of a CLEC under reasonable terms and conditions that have been added to SGAT in § 9.7.2.2.2. This type of splicing arrangement would be implemented at an outside plant structure, resulting in a CLEC, such as Yipes, accessing a dark fiber subloop versus an entire dark fiber loopage. In this workshop, Yipes expressed its concern regarding the Qwest policy of charging the entire dark fiber loop rate for subloop portions of the dark fiber loopage. The cost recovery of dark fiber rates, issue SB-29, including any potential stranded investment, was deferred to the cost docket. *Id.* at page 2.
64. The Qwest policy of charging for an entire dark fiber loop was based upon the Qwest cost studies that did not identify a dark fiber feeder and separate dark fiber distribution in its outside plant models. The cost models only assumed dark fiber in the feeder portion of the outside plant, so the dark fiber loop rate was, in essence, already the feeder subloop rate. Since the conclusion of the Emerging Services workshop, Qwest has reviewed its cost and pricing for dark fiber, and can now agree to develop subloop components in its dark fiber cost model. While the previous cost model reflected current outside plant loop architecture, the industry, and technology continue to advance, and Qwest expects that the dark fiber architecture also will change. This may result in additional fiber in the loop, and therefore it is appropriate to change the cost modeling to reflect dark fiber subloop elements. Qwest will file updated dark fiber cost studies in the Colorado cost

proceeding, and at the conclusion of the cost proceeding, will introduce a dark fiber subloop in the Colorado SGAT. Qwest believes this will minimize the disputed issues regarding dark fiber subloops in the cost docket and should eliminate the issue in this § 271 investigation. *Id.* at pages 2-3.

65. Ms. Stewart also addressed Yipes' concerns regarding the status of the remaining dark fiber portion of the loop (that only in theory a CLEC would have paid for, and not used) when a CLEC accessed a dark fiber subloopage. Of specific concern was any potential for a double recovery of TELRIC rates for a single unbundled loop, in the unlikely event Qwest could lease the remaining dark fiber portion to another CLEC. Ms. Stewart stated that it was never the intent of Qwest to charge more than the appropriate cost recovery rates for unbundled network elements. Qwest has not experienced this type of splicing arrangements in the loop portion of the plant, and was understandably concerned about the potential for stranded investments in dark fiber. However, with the Qwest commitment to develop a dark fiber cost structure with subloop elements, this issue (SB-29) should now be resolved. Qwest recommended that SB-29 be closed, since a CLEC will only access and pay for the portion of the dark fiber loop they have requested. *Id.* at page 3.

3. Competitors' Positions

66. Prior to the workshop, AT&T, WorldCom, XO Colorado, Covad, and Yipes submitted comments concerning General Terms and Conditions, and other specific issues deferred to this workshop.

67. AT&T filed its comments on May 25, 2001, stating that Qwest's testimony and evidentiary presentation was incomplete (even after supplementation), and it reserved the right to address any additional material that Qwest may produce to prove its case. *Exhibit 6-ATT-11*.
68. AT&T stated that the SGAT provisions discussed in its comments generally do not deal with any single service identified in the SGAT. The fact is that these provisions deal with *all* of the services available under the SGAT. For this reason, the GT&Cs, as well as the various processes contained in the SGAT, are critical to the determination of whether the services identified in the SGAT are actually available to a CLEC, *i.e.*, whether Qwest in fact has "concrete and specific legal obligations" with respect to the services described in the SGAT. *Id.* at pages 5-6.
69. The SGAT provisions discussed in AT&T's comments deal with several issues, including liability and allocation of risk. AT&T noted that if these terms are not balanced, they place a disproportionate burden on CLEC entry into the local market. AT&T asserted that there is a general trend in the GT&Cs to place the risk of Qwest's failure to perform on the CLEC. *Id.* at page 6.
70. Prior to comments about specific sections, AT&T makes several summary statements about the SGAT, including: (1) This Commission must ensure that there are strong incentives in the SGAT that will deter Qwest from failing to meet its contract obligations and stunting growth in local competition; (2) each of the processes described in the SGAT or otherwise proposed must be handled promptly and fairly to ensure that CLECs are able to quickly reach resolution and continue serving their customers; and (3) Qwest's

SGAT must set forth detailed and specific provisions; it must anticipate change and provide clear mechanisms for managing such change; and there must be accountability for Qwest's failure to perform. *Id.* at pages 6-7.

71. AT&T then proceeds with its specific comments. In § 1.7 of the SGAT, Qwest reserves the right to modify its SGAT at any time once this Commission approves it. The first part of § 1.7 states that such amendments would take effect pursuant to § 252(f) of the Act. Section 252(f)(3) gives the state commission a 60-day review period. However, in the second half of § 1.7, the language states: “[a]t the time any amendment is filed, the section amended shall be considered withdrawn, and no CLEC may adopt the section considered withdrawn following the filing of any amendment, even if such amendment has not yet been approved or allowed to take effect.” This “immediate withdrawal” is not consistent with the review period called for in § 252(f) of the Act. Moreover, it amounts to an immediate change in the availability of the SGAT without notice to the Commission or CLECs. AT&T proposed that § 1.7 of the SGAT be deleted in its entirety and replaced with the following:

§ 1.7 Following the date this SGAT is approved by the Commission, this SGAT shall remain available for adoption for two years. At the end of such two-year period, this SGAT shall remain available until its withdrawal by Qwest is approved by the Commission. Qwest may not modify this SGAT in any way without notice to the Commission and the CLEC community, an opportunity for CLECs to be heard regarding such modifications and approval by the Commission.

Id. at pages 8-9.

72. AT&T states that CLECs have long had difficulty getting timely service from Qwest when Qwest creates products or policies that are not contained in its SGAT or interconnection agreements. This problem has been coined the “productization” problem.

Part of the problem is created by Qwest's demand that every agreement must be amended in order for the CLEC to acquire the product or implement the policy. In Mr. Brotherson's testimony, Qwest claims that the product issue was "resolved" in other jurisdictions when Qwest agreed to modifications to § 9.23.2 as set forth in the supplemental affidavit. AT&T states, however, that Qwest's § 9.23.2 language in fact does not resolve the productization issue. Although § 9.23.2 is helpful as far as it goes, Qwest's language merely provides for more convenient access to existing products (and, more specifically, existing UNE products). Qwest's proposal does nothing to eliminate the frustrating and cumbersome process Qwest requires CLECs to endure because of inappropriate conditions and restrictions Qwest associates with its products. *Id.* at pages 9-10.

73. Qwest proposes that a CLEC that has new § 1.7.1 in its interconnection agreement can order new Qwest products not specifically addressed in the interconnection agreement as long as the CLEC accepts all of the terms and conditions for the new product that have been unilaterally determined by Qwest. What Qwest's proposal fails to address are the situations when a CLEC does not agree with the terms and conditions that Qwest imposes with its new product. How does this get resolved quickly so that a CLEC can order the service? *Id.* at page 10.

74. In addition, AT&T states, there is the fundamental issue of Qwest's obligations under §§ 251 and 271 of the Act. Under § 251(c), Qwest as an ILEC has several duties. These duties are generic in nature: to provide interconnection, access to unbundled network elements, collocation, etc. Qwest has put forward its SGAT to evidence that it meets these obligations, at least on paper. However, Qwest conditions its obligation in the

SGAT to a set of products. Under the SGAT, Qwest will provide interconnection, but only if it is “Local Interconnection Service (LIS),” a Qwest product. It will provide collocation, but only the eight types of collocation identified in § 8.1 of the SGAT. By “productizing” its obligations under the Act, Qwest trivializes them and creates barriers for CLECs that already have negotiated or arbitrated interconnection agreements. Apparently, Qwest believes that by allowing CLECs to order new Qwest products immediately upon the terms unilaterally determined by Qwest takes care of this CLEC concern. It does not. It is (1) the objectionable terms that come with Qwest products that make such wholesale adoption unacceptable, and (2) the creation of “products” that otherwise should already fall within the scope of Qwest’s legal obligations and agreements. Qwest has a duty to provide interconnection under the SGAT and calls it LIS. If Qwest comes up with another interconnection product and the elements are essentially the same (direct trunk transport), why is an amendment or acceptance of Qwest product terms needed? The same is true of collocation, unbundled network elements, or any other service that Qwest must provide to CLECs.

75. AT&T asserts that on its face, Qwest’s SGAT appears to generally comply with pick and choose obligations under the Act under § 1.8 and other SGAT provisions. The problem lies, AT&T states, not in the SGAT as written, but rather in Qwest’s implementation of this provision. In fact, Qwest’s strained interpretation of its pick and choose obligations undermines, if not completely eviscerates, its compliance with its § 271 obligations. AT&T then provides examples in which Qwest: (1) interprets its obligation in a way that is commercially unreasonable and frustrates the CLECs opportunity to interconnect with Qwest, and (2) abuses its bargaining position by making unreasonable demands aimed at

undermining compliance with § 271 and the investigation related thereto. As a general matter, both examples reveal Qwest's failure to negotiate in good faith and fully comply with §§ 252(i) and 271. *Id.* at pages 11-17.

76. Section 2.1 of the SGAT addresses other documents referenced in the SGAT. AT&T and other CLECs have expressed concern about including references to external documents, particularly when Qwest controls those external documents. Prior to adoption of the SGAT, CLECs could review such referenced documents and determine whether they are acceptable. If they are not acceptable, however, what recourse does a CLEC have? After adoption by a CLEC, Qwest still desires the freedom to unilaterally change these documents and thereby potentially add to the obligations of the CLEC under the SGAT. With respect to any document outside the SGAT that Qwest controls including, but not limited to, tariffs, product descriptions, processes, Technical Publications, and methods and procedures, Qwest should not be allowed to make unilateral changes that affect Qwest's or CLECs' obligations under the SGAT. *Id.* at page 18.

77. AT&T asserts that much of § 2.2 is an unnecessary statement regarding the state of the law and reservations of Qwest's right to change its position. The change-in-law language should be modified to reflect that the Agreement will be changed if a legal ruling is legally binding, which should be defined to mean that the legal ruling has not been stayed, no request for a stay is pending, and if any deadline for requesting a stay is designated by statute or regulation, it has passed. An appropriate process is needed, particularly when the parties interpret the change in law differently, as has often been the case between CLECs and ILECs. The parties may disagree on how that change is to be implemented in the agreement, if a change is needed at all. There is the potential for

delay. An important thing about changes in law is that the parties continue to perform until an appropriate modification is negotiated or arbitrated. AT&T proposed language modifications to address these issues. AT&T noted that § 9.1.1 of the SGAT contains the same language as § 2.2. That language should be deleted in its entirety (because it is redundant) or modified to reflect the changes in § 2.2. *Id.* at pages 18-20.

78. Section 2.3 is provided to ensure that the SGAT is first in the order of priority among the various documents incorporated by Qwest into the SGAT. Qwest should add language that ensures extraneous terms and conditions, which properly belong in the SGAT but are found in these other documents, are non-binding unless incorporated into the SGAT. *Id.* at pages 20-21.
79. Sections 3.1, 3.2 and 3.3 require a CLEC to complete and sign a “CLEC Questionnaire” and negotiate an “Interconnection implementation schedule” prior to placing any order for service. Qwest should provide the workshop participants with a description of what Qwest expects an Interconnection implementation schedule to look like and what it would accomplish before the workshop and be prepared to discuss the questionnaire and implementation schedule at the workshop. The elements of the CLEC Questionnaire specifically should be identified in the SGAT, or the CLEC Questionnaire should be attached to the SGAT so that the information Qwest may seek in such a questionnaire is fixed for the term of the SGAT and not unilaterally changeable by Qwest. To the extent a CLEC has already been doing business with Qwest under an interconnection agreement, these requirements should be waived. *Id.* at page 21.

80. Qwest should include language in this section that would ensure that these required documents do not create unnecessary or excessive burdens on CLECs or delays in provisioning of orders for service. Furthermore, a statement that the information CLEC provides in these documents is subject to the nondisclosure and restricted use section of the SGAT is needed here. *Id.* at page 21.
81. The statement in § 3.1 that the parties have to “negotiate” an implementation schedule is troublesome. Does this mean that Qwest has to agree with CLECs’ plans for implementation? What if Qwest disagrees with CLECs’ plans; does that mean Qwest can refuse to perform until it agrees with CLECs’ implementation plans or simply refuse to perform the parts of the Implementation Schedule it does not like? Since Qwest is the incumbent monopoly, a major competitor and a bottleneck supplier, CLECs should not be in a position of having to provide too much information to Qwest about their implementation plans. In addition, with respect to any Implementation Schedule, a CLEC needs to have discretion about what information it will provide to Qwest. If Qwest seeks particular information in an Implementation Schedule, Qwest needs to identify that information and include it in the SGAT so that Qwest cannot change these requirements during the term of the SGAT. In addition, if Qwest is allowed to agree or disagree with CLEC’s Implementation Schedule, Qwest is then given power to inappropriately influence and delay CLECs’ plans. It is clearly in Qwest’s best interest, particularly after it obtains § 271 approval, to delay CLECs’ activities. *Id.* at pages 21-22.
82. Section 3.3 should be deleted. The need for an implementation schedule is not clear, particularly for a CLEC that has been doing business with Qwest for a number of years

already. Whether an implementation schedule is a good idea or not, Qwest should not be excused from performing under the SGAT because an Implementation Schedule has not been finalized. Other provisions in the SGAT that make Qwest's performance contingent on CLEC providing an Implementation Schedule (*e.g.*, § 8.4.1.1) should also be deleted. *Id.* at page 22.

83. Many of the definitions have been the subject of debate in other workshops and in many cases, Qwest has revised them in those workshops. Qwest must ensure that revisions that previously have been agreed to by Qwest and CLECs are reflected in the final SGAT. Qwest did not file § 4 with the testimony of Larry Brotherson, dated April 23, 2001, so the parties have not had the opportunity to review what Qwest considers the current form of definitions in the SGAT. Qwest should be required to file the most recent definitions and explain the changes that have been made to date for the benefit of the Commission and the parties. CLECs also should be given the opportunity, with sufficient time, to review and comment on these definitions, preferably prior to a workshop. Further, to the extent that AT&T or other CLECs have objected to particular concepts or definitions and those issues were not closed, the definitions remain at issue and AT&T reserves its position on those matters. Throughout the SGAT, Qwest has used capitalized terms inconsistently. In some cases, the phraseology is slightly askew; in others, a word is not capitalized that should be, or capitalized but not defined. AT&T requests that Qwest rationalize the document's use of definitions to make its meaning clearer. *Id.* at pages 22-23.
84. Section 5.1.1 requires "best efforts" of the parties to comply with the "Implementation Schedule." AT&T has commented on the Implementation Schedule above with respect

to § 3 of the SGAT. Those concerns carry over to § 5.1.1, and AT&T does not believe this section is appropriate, or can be properly discussed, until Qwest provides more information as discussed in AT&T's comments to § 3 above. *Id.* at page 23.

85. Qwest's proposed language at § 5.1.3 ("use any service related to" and "use any of the services provided in") both relate to "this Agreement." While this language is written to be reciprocal it really imposes a restriction only on the CLEC since the SGAT is primarily a contract about what Qwest will provide to the CLEC. A similar restriction should be placed on Qwest so that its provision of service does not interfere with CLEC. In addition, by this language, Qwest seeks the right to discontinue services in its discretion due to this vague and unclear provision. That is unacceptable to AT&T. In addition to being a supplier to the CLEC, Qwest is the major competitor and bottleneck for CLECs. Qwest cannot be allowed the right to discontinue services without first attempting to resolve the issues through good faith negotiation. If that fails, then the parties have the ability to pursue dispute resolution under the SGAT. Qwest is in the position of power under the SGAT because Qwest has the facilities. Any right Qwest seeks unilaterally to discontinue processing orders or discontinue services must be extremely limited and must have oversight. AT&T proposed amended language reflecting its position. *Id.* at pages 23-24.
86. The purpose of the language in § 5.1.4 is unclear. When a CLEC provides a service to an end user customer through the use of wholesale services provided by Qwest, the CLEC should have recourse against Qwest for its failure to perform. AT&T proposed an additional sentence to make clear that right remains. *Id.* at pages 24-25.

87. By including § 5.1.6 in the SGAT, Qwest attempts to give the appearance that it will not be properly compensated for the services it provides and may seek recovery of costs. There are at least two problems with this. First, the point of entering into a contract is to spell out rights and obligations so that the parties know what to expect during the term of the contract, including the pricing. Qwest cannot be allowed to say on the one hand that it is entering into a binding agreement, but on the other hand it may seek to charge more at any time during the term. How is Qwest bound with respect to price in that situation? Second, the FCC's § 271 orders have made clear that Qwest must demonstrate that it has "concrete and specific legal obligations" to provide the checklist items. Section 252(d) of the Act is entitled "Pricing Standards" and is expressly referenced in § 271 checklist items (i), (ii), (xiii), and (xiv). Price is a key component of Qwest's § 271 obligation. If Qwest is allowed to change price during the term, this obligation is not met. For these reasons, the SGAT must have an affirmative statement of the pricing standards applicable to this Agreement to ensure that Qwest is obligated in the SGAT to adhere to such standards and Qwest must be bound to the prices in the SGAT. *Id.* at pages 25-26.
88. Section 5.2.2.1 of the SGAT gives the impression, perhaps unintentionally, that the SGAT, as an interconnection agreement, can be replaced only at the end of the two-year term. CLECs should have the ability to replace some or all of the terms of an interconnection agreement during the term to ensure that the most favorable terms are available to all CLECs at all times and to avoid discriminatory treatment whereby Qwest provides certain CLECs with better terms than others. This is consistent with the rights CLECs have under § 252(i) of the Act. AT&T proposed changes to address this concern. *Id.* at page 25.

89. The FCC has established rules regarding customer authorization for the change of service. Many states have adopted rules that may add to the federal requirements. Section 5.3 of the SGAT purports to identify the exclusive means by which customer authorization is obtained and seems to do so to the exclusion of other methods that may be permitted or required by law. These options should not be so limited. In addition, the FCC rules and some state rules already impose certain liability on carriers for unauthorized changes in service. It is not necessary or appropriate to add liability provisions in an SGAT or interconnection agreement for unauthorized changes where the penalty is paid between carriers. The existing regulatory requirements should govern in this area. Finally, the state and federal rules regarding customer authorization may change at any time. The change recommended by AT&T would require the parties to adhere to the rules even as they change, whereas the Qwest language would freeze the methods by which customer authorization may be obtained. Qwest also proposes “a charge if the POA cannot be provided to support the change of the local provider before the change is executed to protect the end user.” Qwest’s incentive here has less to do with protecting end users and more to do with delaying or preventing the movement of customers from Qwest to the CLEC. Qwest’s language must be rejected in favor of the regulatory requirements that are in place and are not influenced by self interest. *Id.* at pages 26-28.

90. Under § 5.4.2, Qwest seeks the right to discontinue the processing of CLEC orders if CLEC fails to make full payment within a certain period of time. Since Qwest is the major competitor for all CLECs, this provides Qwest with a very strong right that, if misused, would substantially damage CLECs. If Qwest is to take this action, there must

be absolute certainty that the action is taken appropriately. AT&T proposed two changes of significance to this language. First, the CLEC should have more time, and AT&T has changed the time period from 30 to 90 days. Second, Qwest should demonstrate to the Commission that it is appropriate for Qwest to take such action, and CLEC should have the express ability to pursue other remedies, if necessary. These changes should help to provide a check in the process so that CLECs are not unnecessarily harmed by their major competitor who also is their supplier. *Id.* at pages 28- 29.

91. Under § 5.4.3, Qwest seeks the right to disconnect CLEC if CLEC fails to make full payment within a certain period of time. This provision is very similar to § 5.4.2, but this is an even stronger right for Qwest because they seek to have the right to interrupt the service CLECs provide to their customers. AT&T has proposed changes to § 5.4.3 that are similar to the changes proposed for § 5.4.2 for all the same reasons. If Qwest improperly takes this action, the harm to CLECs and their customers would be substantial. *Id.* at page 29.
92. In § 5.4.4, Qwest's language only allows 30 days for a party to identify problems with a bill. This is insufficient. It sometimes takes a few months for a party to realize there are errors. This time period should be changed to at least six months. Even six months may not be long enough when several months of billing is needed to see patterns that make clear whether billing errors have occurred. *Id.* at pages 29-30.
93. AT&T proposed a clarifying amendment to § 5.4.6. Payment in full should always be qualified by the right of a CLEC to withhold payment of disputed amounts without being penalized while the dispute is being resolved. *Id.* at page 30.

94. CLECs will be the primary purchasers under the SGAT. The original Qwest language in § 5.5 seemed to require that virtually all taxes be paid by the “purchaser” (*i.e.*, CLEC). The change proposed by AT&T attempts to make the language more balanced and requires that the party who is responsible under applicable law pay any particular tax. It is not appropriate to shift the burden for payment of taxes to the purchaser under this Agreement where applicable law does not require the taxes be paid by that party. *Id.* at page 30.
95. AT&T has made several proposed changes to the insurance language in § 5.6 of the SGAT. These changes are intended mainly to clarify, rather than substantively change, the coverage required. In § 5.6.1, AT&T added language that permits a CLEC affiliated captive insurance company to be used to provide the coverage. These companies are not usually rated by industry groups. For a company the size of AT&T, or Qwest for that matter, it is customary to self-ensure or use captive insurance companies. In § 5.6.1.3, AT&T changed “Comprehensive” to “Business,” on the advice of its insurance experts. It appears the industry has changed from the use of the term “Comprehensive” to the use of the term “Business” for this type of coverage. In § 5.6.1.5, AT&T struck the sentence relieving Qwest of liability for loss of profit or revenues for a business interruption. This topic should be addressed in the indemnification provisions of the SGAT, not as a back door in the insurance provisions. Other clarifications are proposed § 5.6.2. *Id.* at pages 31-32.
96. AT&T believes “equipment failure” should be stricken from the “Force Majeure” clause in § 5.7. Qwest is responsible for the performance of its equipment (as is the CLEC) and it should not be identified as an item that is beyond its control. *Id.* at page 33.

97. AT&T has proposed to strike the exclusionary language in § 5.8.1, because it narrows liability so substantially as to potentially make this clause meaningless. If there is a claim, including those that arise from a failure to perform under this agreement, the non-performing party should be responsible for direct damages incurred by the other party. The exclusionary language in § 5.8.1 relates directly to § 5.8.3. In essence, § 5.8.3 states that instead of getting direct damages, the harmed party gets a proportionate amount of the price of the service when there is a failure. A fraction of the price of the service will likely bear no relationship to the damages suffered. A CLEC that is damaged by Qwest's provision of service (or failure to provision service) should not be limited in its recovery of damages by the price of the service, particularly when Qwest is the monopoly competitor who the CLEC must work with in order to enter the market. A CLEC will be damaged by Qwest's failures to perform, and Qwest must be accountable in a meaningful way -- a way that will provide Qwest with an incentive to perform. In addition, to the extent that backsliding measures are put in place that require Qwest to make payments for certain failures to perform, the language in § 5.8.3 could limit the payout under the backsliding plan, thereby diminishing its effectiveness as a means to incent Qwest performance. Issues of liability are very important and may need to be revisited after the Commission adopts a backsliding plan. *Id.* at pages 33-35.
98. AT&T proposed changes to § 5.8.4 that include appropriate carve-outs to the limitation of liability. Qwest's liability/accountability under this SGAT is directly tied to Qwest's § 271 application because sufficiently high liability and accountability are the only way to continue to ensure that Qwest will perform its contractual (and statutory) obligations once its § 271 application is approved. The adequacy of the liability/accountability is

extremely important as well. If set too low, then Qwest could consider them as just another cost of doing business and pay them rather than perform. *Id.* at page 35.

99. The changes to § 5.8.6 are intended to make Qwest responsible for its conduct. With respect to fraud, Qwest only wants to be liable if Qwest's conduct is intentional or grossly negligent, placing the risk of other Qwest fault on the CLEC. There is no reason why a CLEC should bear the responsibility for fraud where Qwest is responsible, for whatever reason. AT&T's change makes Qwest responsible whether it is due to intentional conduct, gross negligence, or otherwise. *Id.* at page 35.
100. In § 5.9.1, AT&T inserted a cross-reference to § 5.10, because of language AT&T proposes for indemnification relating to intellectual property. AT&T has stricken the introductory clause, because there is no basis to exclude CLEC customer claims for which Qwest is responsible. This is another section that relates directly to the fact that once Qwest obtains § 271 approval, there will be little incentive left to ensure Qwest's performance of interconnection agreements. Therefore, the agreements themselves must contain the incentive. It is a matter of making Qwest accountable for its conduct to insure performance and deter backsliding. The SGAT needs to have a collection of provisions dealing with liability, indemnification, and payments with a level of exposure that is sufficient to incent Qwest to perform and that compensates CLECs for the harm suffered by Qwest's failure to perform. That is the purpose behind all of AT&T's proposed changes to § 5.9. Other changes to § 5.9.1.2 were added to clarify and include infringement claims. *Id.* at pages 36-37.

101. Section 5.9.1.2 is confusingly worded, but seems to indicate that if, for example, a CLEC customer has a claim based on defective or faulty service that was ultimately provided by Qwest on its facilities, Qwest will not indemnify the CLEC unless Qwest's conduct is shown to be "intentional and malicious." First, if Qwest provides faulty service, Qwest should be responsible. If a CLEC has to pay a claim to its customer because of Qwest's failure, Qwest should indemnify the CLEC. Second, it is very difficult to prove "intentional *and* malicious misconduct" and a CLEC should not have that burden when Qwest provided the defective or faulty service in the first place. CLEC and customer are harmed equally whether the cause of the failure was "intentional and malicious" or just a simple mistake. Qwest must be accountable and § 5.9.1.2 should be deleted. *Id.* at page 37.
102. Section 5.9.1.3 is another confusingly worded provision. It is not clear what "based on the content of a transmission" means or why this carve-out is necessary. If either party is responsible for certain conduct, the indemnification duty follows. It should not matter if an end-user customer of the other party is the claimant. Section 5.9.1.3 should also be deleted. *Id.* at pages 37-38.
103. Section 5.9.1.4 deals only with defining "claims made by end users of customers of one party against the other party" and "immediate provider of the Telecommunications Service to the end user or customer." The only function this section seems to perform is to further define when Qwest will not have liability for its failures that impact CLEC customers. Since § 5.9.1.4 deals directly with the previous sections AT&T has proposed deleting, this section should be deleted as well. *Id.* at page 38.

104. AT&T's comments in § 5.9 are intended to clarify and address certain matters that may occur in the process of handling an indemnified claim. For example, it addresses what the indemnified party can do in a situation where the indemnifying party is unwilling to undertake the defense of the claim. AT&T takes exception with Mr. Brotherson's assertion that Qwest's proposed indemnification language is "standard." AT&T does not consider it standard. Moreover, the state commissions apparently do not consider it standard either as they have approved language in the AT&T interconnection agreements that tracks much more closely with the AT&T proposal. As an example, AT&T offers language taken from the Colorado interconnection agreement with Qwest. *Id.* at pages 38-41.
105. In its comments on § 5.10 (Intellectual Property), AT&T states that CLECs will be the purchasers under this Agreement; Qwest will be the supplier. If there are lawsuits against a CLEC claiming that the technology the CLEC is using (and has been provided by Qwest) infringes on some third-party's intellectual property rights, Qwest as the supplier of the technology should defend and indemnify the CLEC. This is customary in commercial transactions and is appropriate, because CLEC does not control how Qwest obtains the technology that it uses in its network and what rights Qwest obtains to such technology. This is basic accountability as a supplier. AT&T proposed eliminating § 5.10.2. *Id.* at page 41.
106. The FCC made certain determinations about facilities, equipment, and services that an ILEC provides to a CLEC. The *Intellectual Property Order* specifically calls for the "best efforts" standard set forth in § 5.10.3 of the SGAT and provides other guidance. The changes in § 5.10.3 proposed by AT&T are intended to more fully capture the FCC's

decision. This obligation is an ILEC obligation, not a CLEC obligation; therefore, this provision should not be reciprocal. It should apply to Qwest only. The FCC determined in this decision that the ILEC's obligation is directly related to the ILEC's duties under § 251(c)(3) of the Act. *Id.* at pages 41-42.

107. The covenants and warranties called for in § 5.10.3.1 proposed by AT&T are consistent with the FCC's decision on intellectual property and help to flesh out the "best efforts" standard called for by the FCC. This language calls for assurances from Qwest that it will not engage in behavior that interferes with the right of a CLEC to use the intellectual property contained in facilities, equipment, or services provided by Qwest under this Agreement. Such conduct would be anticompetitive and would impair the ability of a CLEC to compete on a level playing field with Qwest. It also would be in violation of Qwest's duty described in the *Intellectual Property Order*. *Id.* at pages 42-43.
108. The indemnity proposed by AT&T in § 5.10.3.2 is important as a method to enforce Qwest's duty to obtain intellectual property rights to the facilities, equipment, and services Qwest provides to CLEC under this Agreement. If Qwest fails to obtain these rights and CLEC is exposed to infringement claims, then this will harm CLECs. In the end, harm to CLECs is beneficial to Qwest as a competitor. If Qwest is held accountable for failing to obtain all of the rights necessary, then Qwest will have a strong incentive to perform. *Id.* at page 43.
109. AT&T has proposed to strike the first and last parts of § 5.10.7. Both provisions overreach on what they ask of the CLEC. Simply put, each party simply should adhere to applicable law and the ownership rights and infringement issues are covered. The

stricken language would open a significant debate over what Qwest is entitled to under applicable law and what additional rights it is trying to extract from CLECs in the SGAT. In the balance of the provision, AT&T simply made the provision reciprocal. This should not be a one-way protection, and CLECs' trademarks should gain the same benefits under this agreement that Qwest's do. *Id.* at pages 43-44.

110. AT&T has proposed a new § 5.10.8. This section calls for the disclosure of certain information by Qwest to the ILEC regarding intellectual property. The FCC calls for the disclosure of this information and states that failure by the ILEC to make this disclosure could constitute a violation of §§ 251(c)(1) and 251(c)(3). *Id.* at pages 44-45.

111. AT&T has proposed certain warranties in § 5.10 of the SGAT. To be consistent with that proposed addition, AT&T proposed changing § 5.11.1 to read:

5.11.1 ~~Except as expressly set forth in notwithstanding any other provision of this agreement,~~ the parties agree that neither party has made, and that there does not exist, any warranty, express or implied, including but not limited to warranties of merchantability and fitness for a particular purpose and that all products and services provided hereunder are provided "as is," with all faults.

112. In its comments on § 5.12, AT&T states that the SGAT represents the commitments of Qwest, as an ILEC, under the Act. If Qwest seeks to assign its obligations under this Agreement to an affiliate without CLEC's consent (AT&T added the consent language because it believes that is what Qwest intended), then Qwest should remain responsible if that affiliate fails to perform. This is appropriate because CLECs will not have any control over whether the Qwest affiliate is capable of meeting all of the obligations under the SGAT. In addition, AT&T proposed to strike the language prohibiting assignment by CLEC to a CLEC affiliate. This is confusing and requires explanation from Qwest. All

CLECs have the right to pick and choose some or all of the terms of existing interconnection agreements under § 252(i) of the Act and § 1.8 of this SGAT. The stricken language seems to infringe on that right. *Id.* at pages 45-46.

113. AT&T has proposed striking § 5.12.2 for two reasons. First, this provision negatively impacts a CLEC's right to pick and choose under § 252(i) of the Act. Change of control of a CLEC is irrelevant to Qwest's obligations under the Act. That CLEC could opt into this or any other Qwest interconnection agreement post-corporate change is a matter of right. Second, even if one or more legal entities merge, if they remain separate legal entities with their own certificates, there is nothing under the law that would prevent each from having its own interconnection agreement with different terms if that is what those entities choose. Qwest should not be allowed to abridge this right in an SGAT where Qwest is supposed to demonstrate compliance with the Act. If, after a business combination, a CLEC did want to consolidate from many to a single interconnection agreement, it is CLEC's choice alone to decide which agreement to continue, and a CLEC cannot be required to come to an agreement with Qwest on this. That would vitiate CLEC's rights under § 252(i) of the Act. Qwest only has a role in the determination of which interconnection agreement to maintain if the CLEC chooses to consult with Qwest. Even in that case, Qwest's role would be advisory only. *Id.* at pages 46-47.

114. AT&T proposed the addition of a new § 5.12.2 dealing with the sale of Qwest exchanges. This addition is warranted, as AT&T has seen Qwest sell many of its exchanges during the term of its current interconnection agreements. The current interconnection agreements with Qwest do not have sale of exchange provisions, and the process

occurred in a contentious and inefficient manner. When a CLEC enters into an interconnection agreement with an ILEC, that CLEC may have plans to enter the market in a particular way or actually may have customers in an area that is being sold. The selling ILEC should not be allowed to simply exit the territory and leave a CLEC and its customers without an understanding of its rights going forward. This provision seeks to have the purchasing carrier abide by the terms of the ILEC interconnection agreement with respect to interconnection and intercarrier compensation provisions until an interconnection agreement with the purchasing carrier can be reached. It also calls for Qwest's full cooperation in facilitating negotiations with the purchasing entity to ensure a smooth transfer that will have minimal impact on CLEC and its customers. *Id.* at pages 47-48.

115. AT&T proposed additions to the language in § 5.16.1 on non-disclosure to (1) specifically identify a category of information ("business or marketing plans") that is very sensitive and requires protection even if not marked and (2) to address the potential situation where one party fails to identify information as proprietary at the time of disclosure or within 10 days after an oral disclosure. It does not create a further burden on the receiving party because the confidentiality obligation only runs from the time the information is identified as being confidential or proprietary. *Id.* at pages 48-49.
116. AT&T has proposed changes to § 5.16.3 to outline in greater detail the protections that confidential information requires and certain circumstances where confidential information may be disclosed. These modifications also bring in § 222 of the Act, Privacy of Customer Information. *Id.* at pages 49-50.

117. AT&T proposed an addition to § 5.16.5 that further explains that confidential information may be disclosed for certain regulatory or enforcement purposes, as long as the confidential information is protected. To be clear, Qwest should not be allowed to use confidential CLEC information for its own regulatory agenda unrelated to the purpose for which such information was collected by or supplied to Qwest. This seems to be consistent with Qwest's desire to have the freedom to make certain disclosures to regulators. *Id.* at page 50.
118. CLECs have had discussions with Qwest in previous workshops about forecasts and the particularly sensitive nature of forecasts. AT&T proposed additional language in a new § 5.16.7 of the SGAT to address certain concerns previously raised. *Id.* at pages 50-51.
119. Because of the importance and sensitive nature of confidential information, it is customary for parties in a commercial contract to expressly state that they may seek remedies, including injunctive relief and specific performance. These give the disclosing party a fairly prompt method of enforcing the confidentiality obligations. AT&T has proposed a new § 5.16.8 to expressly provide for this alternative. *Id.* at pages 51-52.
120. The change proposed by AT&T to § 5.17.1 is intended to make it clear that the SGAT may expire or terminate prior to the end of the two year term or after the end of the initial two-year term if the parties agree to an extension. *Id.* at page 52.
121. Not only are the general dispute resolution provisions of the SGAT, § 5.18, applicable to general disputes as they arise, they are specifically implicated in other processes outlined in the SGAT. Such processes include the BFR process, Special Request Process and pick and choose. By the time the parties get to dispute resolution, there is a significant

problem that has lingered for some period of time. In the case of the BFR, SRP, and pick and choose processes, quite a bit of time may have passed getting through the applicable steps. The parties need a detailed process they can follow and they need the ability to have that process move quickly. AT&T proposed its own language to replace § 5.18. It is both thorough and provides for an expedited resolution process. *Id.* at page 52.

122. One further comment about Qwest's § 5.18. AT&T objects to the requirement in § 5.18.2 that any discussions between the parties be deemed confidential and not subject to discovery, production, or otherwise admissible in any proceeding, including arbitration of the dispute. If these § 271 workshops have indicated anything, it is that Qwest responds most readily when issues are discussed openly and candidly with arbitrators, commissions and commission staff. A "gag" provision such as this not only violates the CLECs' rights to protect their interests in future litigation and arbitration, it also makes such negotiations less productive and may seriously jeopardize any subsequent investigation of Qwest's compliance with the SGAT or the law. If the parties (including the CLEC) deem at any time that confidential negotiations between the parties would result in a beneficial outcome, they could voluntarily agree to enter into a confidentiality agreement covering such discussions. No SGAT language would be required to accommodate that desire. However, it is inappropriate to mandate that such discussions be deemed confidential from the outset. *Id.* at pages 52-53.

123. In § 5.19, AT&T has replaced the reference to "the terms of the Act" with "applicable federal law." This broader reference will capture the Act and rules and orders of the FCC. In addition, it will capture any other federal law that would apply to Qwest's obligations, including laws that may be passed in the future. *Id.* at page 53.

124. The changes AT&T has proposed in § 5.21 allow for two additional methods of delivery of notices called for under this Agreement. These methods (personal delivery and overnight courier) can be very important when time is of the essence. Waiting for delivery by the U.S. Postal Service may not address the urgency of certain situations. The change in the last sentence is to make sure that each party is notified properly of changes in the other party's notice party or notice address. *Id.* at pages 53-54.
125. AT&T proposed a new § 5.30.1.1. The proposed language sets forth a process for amendments that calls for dispute resolution in the event the parties are unable to agree on an amendment within 60 calendar days. Setting a time period for negotiations and the availability of the dispute resolution provisions will prevent amendment negotiations from dragging on and negatively impacting the requesting party. *Id.* at page 55.
126. AT&T requested that a new provision be added to the general terms, in § 5. This provision would require that Qwest retain documents, data, and other information relating to its performance under this Agreement for at least five years after the expiration of the Agreement. In the event of litigation, Qwest should further retain such documents, data, and information for one year after conclusion of such litigation. This is an important provision in order to protect the rights of CLECs to pursue remedies from Qwest in the event that it fails to perform under the Agreement. Such documents, data, and other information will be necessary to prove any claim a CLEC would seek to pursue against Qwest. *Id.* at page 55.
127. In §§ 11.12, 11.15, and 11.18, AT&T has proposed the addition of language that makes clear that Qwest can impose on CLECs only the level of safety or security requirements

that Qwest applies to itself, including employees, agents, and vendors. This topic was discussed at length in the collocation workshop and appropriately reflected in the collocation provisions of the SGAT (*see* §§ 8.2.1.8, 8.2.1.17, 8.2.1.18). Section 11 should be consistent. *Id.* at page 56.

128. In §§ 11.19 and 11.25, Qwest includes language that gives Qwest the right to terminate a CLEC's right of access if certain activities occur. Qwest cannot have this unfettered right without a process that calls for notification, opportunity to cure, and the ability to get an independent decision from the Commission or through the dispute resolution process when the issues cannot be resolved amicably between the parties. *Id.* at page 56.
129. AT&T proposed the addition of language, "Except as otherwise provided in this Agreement," at the beginning of § 11.22. This is to ensure that this section does not do anything to narrow the rights CLECs have under the collocation sections of the SGAT to conduct certain activities in their collocation space. *Id.* at page 57.
130. Section 11.23 of the SGAT contains a very strong right in favor of Qwest and is not in complete concert with §§ 8.2.3.9 and 8.2.3.10 of the SGAT. Section 11.23 needs to be made consistent with these other provisions or deleted. If § 11.23 remains in (appropriately modified), the parties need to discuss the right a CLEC has to make a Qwest employee, agent or vendor stop a work activity that poses risk to CLEC personnel or property. *Id.* at page 57.
131. Qwest should explain why, under § 11.31, a CLEC is required to notify Qwest Service Assurance when gaining access to a Central Office after hours. CLECs have 7 x 24 access to their collocation space under § 8.2.1.19 of the SGAT. That provision

(appropriately) does not require this after-hours notification. It is inappropriate and creates a burden on CLECs' access. Section 11.31 should be deleted. *Id.* at page 57.

132. In § 11.37, the SGAT language states that Qwest will not notify CLEC when performing a trap/trace or pen register assistance to law enforcement agencies, because of non-disclosure considerations. Since CLEC is the service provider of the end user, CLEC should be notified in all cases where it is permitted. In addition, Qwest should inform law enforcement agencies, when these requests are made, that CLEC is the service provider in order to facilitate a CLEC's involvement in the process. *Id.* at page 58.
133. AT&T stated that Qwest's proposed BFR process in § 17 is deficient. It fails to provide CLECs an expedient and nondiscriminatory process for obtaining access to network elements, ancillary services, or interconnection. *Id.* at page 58.
134. In general, AT&T stated that a primary flaw of Qwest's BFR process is that it presupposes that the process to obtain certain types of interconnection or access to unbundled network elements "not already available" in the SGAT is clear. *See* § 17.1. AT&T's experience with its AT&T/Qwest interconnection agreements (ICAs) is that numerous interpretative disputes arise with Qwest in which AT&T believes the ICA provides for a certain kind of access or interconnection, but Qwest deems such access or interconnection is not a "product," offered by Qwest, and, therefore, not available to AT&T. Accordingly, AT&T has been forced to engage in lengthy discussions about the supposed absence of a "product," although reasonable interpretations of AT&T's ICAs would accommodate such access or interconnection. In short, Qwest controls the "product" and has an incentive to require that all requests for deviations, however minor

or immaterial, go through the BFR process. Qwest should explicitly provide that accommodations of minor requests will not be treated as a BFR and commit to resolving them in a fair, quick, and nondiscriminatory manner. *Id.* at pages 58-59.

135. Also, AT&T stated that nowhere in the BFR does Qwest commit itself to actually provisioning interconnection or access requested in a BFR application. In the event Qwest agrees to offer requested interconnection or access, or a dispute has been resolved to require interconnection or access, Qwest should specify that access will be permitted and that such access will occur within a specific, expedient interval. Further, upon resolution of the dispute or agreement to offer such access or interconnection, Qwest should make such services immediately available to the CLEC without the need for any cumbersome “amendment” process. *Id.* at page 59.
136. AT&T asserts that Qwest takes an unreasonable amount of time to process the BFR applications. It takes Qwest over two weeks to merely “acknowledge receipt of an application and advise . . . of missing information.” (§ 17.3). Qwest takes three weeks after it determines it has all relevant information to provide a “preliminary analysis.” (§ 17.4). After that, Qwest may take an additional 10 days to prepare a written report. (§ 17.5 and § 17.6). These time frames are excessive and create “needless delay” and barriers to competition. *Id.* at page 59.
137. Qwest should streamline the BRF process by: (1) explicitly acknowledging that previous forms of interconnection and access resolved through the BFR process or through the dispute resolution process throughout its 14-state region would be presumptively binding on Qwest under the present SGAT without the need for further BFR or dispute resolution

proceedings, and (2) in keeping with the FCC's tenets, determinations about technical feasibility made throughout the nation should create a rebuttable presumption on Qwest that such access or interconnection is technically feasible within its own network. *Id.* at pages 59-60.

138. AT&T also addressed what it considers specific deficiencies of Qwest's BFR Proposal. In § 17.2, Qwest specifies the content and nature of the "appropriate Qwest form for BFRs." Qwest's provision is ambiguous and affords Qwest the opportunity to treat CLECs in a discriminatory manner. First, Qwest should be required to attach, as an exhibit, the actual form to be used by Qwest. In this way, the Commission, Qwest, and the CLECs can be assured of what information is required of every CLEC seeking to use the BFR process. Likewise, Qwest's list of information required of CLECs (§§ 17.2(a) through (h)) is described as a "minimum" requirement, implying that Qwest can make additional demands for information required to complete the application. Because Qwest needs to process the application only after it has all information "necessary to process it" (§ 17.4), Qwest could in its discretion interminably delay the processing of a BFR. Although CLECs likely would be willing to cooperate in good faith to ensure that Qwest has the necessary information required to process a BFR application, Qwest's obligations to move the application forward should be clear from the outset. This section should be revised to make reference to a specific BFR application form and eliminate the phrase "at a minimum." *Id.* at page 60.

139. Qwest requires, in § 17.2(g) and (h), that a CLEC submit documentation demonstrating that access to a proprietary element is necessary or that denial of access to either proprietary or non-proprietary elements would impair a CLEC's ability to provide the

services a CLEC seeks to offer. This requirement presupposes (1) that the CLECs and Qwest know what element is proprietary (usually an issue saved for an adjudicative determination), and (2) that such access could not be negotiated with or agreed to by Qwest without a showing of compliance with the “necessary and impair standard” (indeed, nothing in the Act or FCC orders or rules prevents Qwest and a CLEC agreeing to any kind of nondiscriminatory arrangement). Further, Qwest requires a CLEC to essentially “make its case” as a precondition to mere completion of the application. This implies that Qwest acts in a quasi-adjudicative role. In a dispute about access, CLECs may be required to show how their request satisfies the necessary and impair standard. But in this early part of the application process, such dispute is not known. It is for Qwest to deny access and specify its reasons. If a CLEC determines that its reasons are flawed or the denial is otherwise inappropriate, the CLEC should have an opportunity to make its case in dispute resolution. Sections 17.2(g) and (h) should be eliminated. *Id.* at pages 60-61.

140. Qwest’s § 17.3 implies that additional information needed to complete the analysis of the BFR must be provided to Qwest for processing the application. Although AT&T would not oppose an obligation on the part of CLECs to cooperate with Qwest in good faith in the BFR process, AT&T opposes any implication that an application could be suspended or otherwise held up if, in Qwest’s sole determination, the application is incomplete. *Id.* at page 61.

141. Sections 17.4, 17.5 and 17.6, when read together, are unclear. Section 17.4 describes Qwest’s obligation to provide a “preliminary analysis,” suggesting that such analysis is not a final determination. Such preliminary analysis must be delivered within 21 days

after Qwest determines that it has the information required to make such an analysis. In §§ 17.5 and 17.6, Qwest implies that within such 21-day period it must make a determination on whether such interconnection or access “is required under the Act” (further implying that if not permitted, Qwest will not provide such access). Under these circumstances, Qwest’s obligation to provide a “preliminary analysis” is unclear. Whether appropriate or not, such analysis appears not to matter if it may be superseded by a more conclusive determination. What CLECs require, simply, is a quick decision, yes or no, with supporting reasons and sufficient evidence. AT&T’s experience has shown that “preliminary” anything with Qwest does not provide a meaningful opportunity to persuade or negotiate for a change in position, but merely affords Qwest the opportunity for further delay. *Id.* at pages 61-62.

142. Section 17.10 states that dispute resolution procedures are available under the Agreement. This provision should make clear that a dispute arising from the BFR process should be presumptively treated as if it had been escalated, so that the parties may disregard the escalation requirement of § 5.18.2 (although note that AT&T proposed the deletion of Qwest’s § 5.18 in favor of AT&T’s proposed process). Further, because disputes regarding a determination of access, interconnection price and costs have broad applicability, CLECs should have the option to have the disputes over such items appealed directly to the Commission. *Id.* at page 62.
143. Qwest specifies that certain “development costs” and construction charges will be assessed a requesting CLEC as part of the BFR process. *See* §§ 17.7 and 17.9. Because requests for interconnection and access processed as a BFR will likely be made by more than one CLEC and, necessarily, be made available to all CLECs, such development

costs, where appropriate, should be shared among all requesting CLECs, not merely those bold enough to make the first request. *Id.* at pages 62-63.

144. In its comments on § 18, the audit process, AT&T stated that it fails to understand why Qwest needs to have the right to audit CLECs. Qwest is the service provider under the SGAT and is in the position to have information that the customer CLEC needs to verify performance and billing matters. This section should grant audit rights to the CLEC, but not to Qwest. *Id.* at page 67.
145. Section 18.1 states that an audit means a review of data relating to certain things like billing, provisioning, and maintenance. This is too narrow. CLECs also should have the right to audit other aspects of Qwest's performance, including its processes and adherence to contract obligations. *Id.* at page 67.
146. Section 18.2.4 provides that no more than two audits may be requested in any 12-month period. AT&T requested that a calendar year be used rather than a 12-month period. Also, two audits per year may be insufficient if an error is found that needs to be monitored to ensure that it has been remedied by Qwest. AT&T proposed language in support of its position. *Id.* at page 68.
147. Section 18.2.7 limits the audit to transactions that occurred in the last 24 months. AT&T submits that this time period is insufficient and should be extended to three years. *Id.* at page 68.
148. AT&T requested that § 18.2.8 be amended to provide for reimbursement of audit expenses to the CLEC if the audit finds that an adjustment should be made in the charges

or in any invoice paid or payable by CLEC by an amount that is, on an annualized basis, greater than 2 percent of the aggregate charges for the services, Interconnection, and Network Elements during the period covered by the audit. *Id.* at page 68.

149. Section 18.2.9 provides that an audit may be conducted by a mutually agreed-to independent auditor, to be paid for by the requesting party (which should be the CLEC, since the audit rights should extend only to CLECs). AT&T fails to understand why Qwest should have the right to agree to the independent auditor if the cost is paid by the CLEC. The phrase “mutually agreed-to” should be deleted. *Id.* at page 68.
150. Section 18.2.11 should be amended so that the parties’ disputes regarding audit results will be handled under the dispute resolution section of the SGAT. *Id.* at page 68.
151. AT&T objected to Qwest’s Special Request Process as “an ill-defined process” the CLEC has to go through to get Qwest to perform. AT&T stated that Qwest needs to meet its obligations under the Act and not put CLECs through another delay-causing process. The obligations need to be clear and concrete in the SGAT. If Qwest cannot perform, that is called breach and there should be consequences for that breach. Accommodating Qwest with yet another process that gives it still more time to try to come into compliance with the Act does not serve the purpose of the Act, *i.e.*, to open the local markets to competition. *Id.* at pages 69-70.
152. AT&T asserted that the SRP does not appear to live up to its billing as an “abbreviated” BFR process for at least two reasons. First, Qwest’s standards for determining whether a “product” may be offered are too vague. Second, the intervals are uncertain because one

never seems to know when Qwest will bump a special request into the BFR process. In addition, the SRP intervals are incomplete. *Id.* at page 70.

153. AT&T requested numerous specific clarifications and proposed modifications to SGAT Exhibit F, the Special Request Process. *Id.* at pages 71-72.
154. In comments regarding “ICB,” AT&T stated that Qwest should not be permitted to treat any service as ICB in the SGAT. Qwest should be required to establish specific and concrete terms for each service identified in the SGAT. If Qwest is allowed to have ICB treatment for certain services under this Agreement, Qwest must develop and propose a process that clearly outlines the steps and time frames that are applicable to a CLEC’s request under an ICB provision. These time frames must be expeditious. There needs to be an outside time (*e.g.*, 30 days) by which a CLEC may seek relief through arbitration or the Commission if Qwest has not provided acceptable terms to the CLEC. Without a concrete process, Qwest will be able to string CLECs along and waste valuable time. *Id.* at pages 73-74.
155. On May 25, 2001, John Finnegan also filed an affidavit on behalf of AT&T concerning § 12 of Qwest’s SGAT, which deals with access to OSS. *Exhibit 6-ATT-12*.
156. Mr. Finnegan testified that AT&T has a number of concerns with § 12 of Qwest’s SGAT. He states that without significant revisions, this section of the SGAT fails to demonstrate that Qwest provides a “concrete and specific obligation” to offer nondiscriminatory access to OSS functions. *Id.* at page 5.

157. Beginning with the last sentence of § 12.1.1, it provides that Qwest will notify CLECs of changes to the electronic interfaces as technology evolves “consistent with this Section.” This reference is vague in relation to just how the CLEC should anticipate receiving such notice. Is this a reference to the change management process in § 12.2.6 or some other notice procedure? In keeping with its legal obligations, Qwest should clarify this reference and specifically ensure that CLECs receive meaningful notice of any changes to Qwest’s electronic interfaces with ample opportunity to comment, update CLEC systems as necessary, and raise concerns. *Id.* at page 5.
158. Qwest should add interconnection services to the list of OSS functions provided in the first sentence of § 12.1.2. This is consistent with paragraph 435 of the *UNE Remand Order*. In addition and in lieu of merely reciting the nondiscrimination mantra, Qwest should refer in its SGAT to the service standards, measurements, and performance incentives applicable to the OSS functions that are intended to ensure nondiscriminatory access. *Id.* at page 6.
159. In the recently revised final sentence of § 12.1.2, Qwest agrees to “disclose” to the CLEC internal business rules and other formatting information necessary for efficient processing of requests and orders. Again, this is a rather vague proposal. Qwest should clarify the manner in which it will disclose such information to the CLECs and when it will be made available. Similarly, in the last sentence of this section, Qwest should either define what it considers the “reasonably foreseeable demand” that Qwest’s OSS will accommodate or provide concrete evidence that it can accomplish this goal. *Id.* at page 6.

160. In other parts of the SGAT, Qwest requires that an LSR be “complete and accurate” before the applicable interval for Qwest’s performance begins to run. From the CLEC perspective, this kind of requirement, without any explanation of what it means, will allow Qwest to apply its subjective judgment to improperly reject orders. As it has in the collocation section of its SGAT, Qwest should define what information on the LSR must be “accurate” and what fields on the form need to be filled in for the form to be considered “complete.” Concrete and objective items must be identified in the SGAT to ensure that this requirement is not abused. Section 12 seems to be the appropriate place to do this. *Id.* at page 7.

161. In § 12.2.1.2, Qwest references EDI disclosure documents in the last sentence of this section. AT&T requests a description of these documents and an indication of how they are made available. Further, since industry standards do not exist yet for all services, AT&T suggests that the following language be added to § 12.2.1.2:

Industry standards do not currently exist for the ordering of all Services. Therefore, until such standard industry order formats and data elements are developed by the OBF for a particular Service, Qwest and CLEC will use the Change Management process to agree on a format or data elements to be used to address the specific data requirements necessary for the ordering of those Services. When an OBF standard or format is subsequently adopted, the Parties will use such standard or format in lieu of any other standard or format, unless, pursuant to the Change Management process, there is agreement to continue to use a non-OBF standard or format.

162. Qwest deleted the descriptions of the pre-order and order functions that were previously in its SGAT. These descriptions should not have been deleted, as they are necessary to establish the parties’ expectations, and to establish Qwest’s concrete and binding

obligation to support these functions. AT&T proposed language for re-insertion in § 12.2.1.4. *Id.* at pages 8-10.

163. AT&T requested clarifying language be added to § 12.2.1.5.3 to make clear the circumstances under which Qwest will require dial-up capabilities. Again, this provides the specific and concrete information that the CLECs can rely upon and Qwest must show the FCC in order to obtain § 271 relief. *Id.* at page 10.
164. AT&T proposed the addition of § 12.2.1.10. Should for some reason the OSS system become unavailable to CLECs, both the CLECs and Qwest need a plan and process to cover the carriers' and customers' needs during the interim repair period. Therefore, the SGAT should provide for contingency plans and disaster recovery plans for the OSS. *Id.* at pages 10-11.
165. To ensure that full functionality is provided to the CLECs, § 12.2.2.1 should be clarified. As in previous sections, Qwest has deleted its description of the maintenance and repair interface gateways and trouble ticket processes. AT&T requests that Qwest explain more fully its rationale for not including this in the SGAT. *Id.* at page 11.
166. Sections 12.2.3.1 through 12.2.3.3 purport to describe when the OSS interfaces will be available to the CLECs. Interfaces should be available to CLECs 24 hours a day, seven days a week, except for scheduled maintenance. At minimum, Qwest should guarantee the interfaces will be available the same hours that Qwest makes that function available to itself and its affiliates. If Qwest insists on limiting the hours the interface is available, it should agree not to schedule maintenance during the scheduled available time. AT&T suggested adding a sentence to that effect in § 12.2.3.2. Further, Qwest should commit to

providing 15 business days' advance notice of any scheduled maintenance to ensure CLECs have adequate time to prepare for any effects on CLEC's business. *Id.* at page 12.

167. Sections 12.2.5.2 through 12.2.5.5 address “output” information that generally comes to the CLEC in the form of bills, data files, and reports. Sections 12.2.5.2.4(a) and 12.2.5.2.5(a) currently provide loss reports and completion reports, respectively. These sections describe that Qwest will provide individual reports for “interim number portability.” Qwest should provide reports on Local Number Portability, not merely interim number portability. Thus, the subpart “a” for each section should read “Interim and Local Number Portability.” AT&T also requests the addition of the word “Billing” at the beginning of § 12.2.5.2.5. This section addresses Qwest’s charges for Daily Usage Record Files, and these records are generally referred to as “Billing Completion Reports.” *Id.* at pages 12-13.
168. Section 12.2.6 purports to describe the CMPAGE. In § 12 this process is described further as applying to discussions related to OSS development. In previous workshops, Qwest has agreed to expand its use of the CMP process to include more than merely discussions of OSS development. Qwest should not only confirm that it intends to adhere to its representations, but it should also provide a comprehensive list of the matters covered by the CMP process. At present, little evidence exists that Qwest’s CMP process is sufficiently formed to accommodate Qwest’s record representations about CMP in this and other states. *Id.* at pages 13-14.

169. The only section of the SGAT that currently deals with Qwest's change management process, CMP, is § 12.2.6. This SGAT provision brings in newly proposed Exhibits G (CMP Process) and H (CMP Escalation Process) (these are Exhibits 1 and 2 to Mr. Allen's Affidavit *Exhibit 6-Qwest-45*). This documentation and other provisions of the SGAT do not demonstrate that Qwest's CMP meets the FCC's requirements. In fact, this documentation demonstrates non-compliance. Qwest has failed to supply sufficient evidence on its CMP process to support its claims of § 271 compliance. *Id.* at pages 15-25.
170. Section 12.2.7 describes, in very little detail, the CLEC's responsibility for implementing the OSS interface. In § 12.2.7.1, Qwest again requires that CLEC "completely and accurately" answer the CLEC Questionnaire. Similarly, in § 12.2.7.2, Qwest requires that CLEC provide a "complete and accurate" New Customer Questionnaire. AT&T has the same concern with the use of these terms as previously discussed. Qwest needs to identify what it means for these forms to be complete and what items must be accurate for the CLEC to proceed with implementation. This cannot be left to a subjective determination by Qwest. In addition to the vague nature of the terms, material steps in the process for implementing the OSS interfaces should not be left outside the scope of this record and unexamined. Qwest should submit these questionnaires as a part of this record, and AT&T reserves the right to obtain, examine, and discuss the questionnaires. AT&T also proposed minor additions to §§ 12.2.7.1 and 12.2.7.2. *Id.* at pages 25-26.
171. AT&T would like a more robust description of the process applicable to new EDI releases and the manner in which contingencies will be handled in § 12.2.8. Qwest should state affirmatively that it will use all reasonable efforts and provide sufficient

support and personnel to ensure that issues that arise in migrating to the new release are handled in a timely and efficient manner. AT&T also requests a statement of Qwest's policy when a CLEC is precluded from certifying to a version of an interface that is not the most current. *Id.* at page 26.

172. CLECs should have the ability to train their own personnel, after Qwest trains the CLECs' trainers. This permits the CLEC to manage employee schedules more efficiently and save time and travel expenses. AT&T suggests language to that effect be added to § 12.2.9.2. *Id.* at page 27.

173. Testing with test accounts in a test bed is often the best way to ensure robust, efficient and expeditious testing. Further, testing should be of pre-ordering, as well as ordering. AT&T requested revisions to § 12.2.9.3 to add test beds, pre-ordering testing, and make further clarifications. Qwest also should provide an explanation of how the provisioning and maintenance and repair functions are tested, as well as a definition of "valid Qwest data" as used in § 12.2.9.3.3. *Id.* at pages 27-29.

174. In § 12.2.9.4, Qwest should explain why it requires the parties to agree on the business scenarios for which a CLEC requires certification. A CLEC should be able to obtain certification for any business scenario it deems necessary. Further, AT&T would like the ability to certify multiple services serially or in parallel, at its option. AT&T suggests adding language to §§ 12.2.9.4 and 12.2.9.5 to that effect. *Id.* at page 29.

175. Furthermore, in § 12.2.9.5, Qwest should provide the manner in which Qwest determines whether re-certification is required, along with a statement that Qwest will not unreasonably or unnecessarily require re-certification by a CLEC. In addition, Qwest

should identify the requirements of the certification process in the SGAT. CLEC's should be able to rely on the contract provisions relating to this requirement rather than what could be a changing standard controlled by Qwest. Qwest should provide a description of what happens if a CLEC is unable to re-certify and migrate to the new EDI release within the stated time frame, for whatever reason. Given the likelihood of either Qwest or the CLECs missing some dates sometimes, such information is a necessity in the real world. *Id.* at page 29.

176. Section 12.2.9.9 describes what the CLEC must do in the event of "electronic interface trouble." This section instructs the CLEC to resolve the trouble using the "guidelines" for isolating and resolving trouble. Qwest should produce these guidelines in this record. Too many times in this process CLECs have discovered that what the SGAT says and what Qwest's underlying policies say are two different things. The Commission must examine these documents for their content and consistency with the SGAT. *Id.* at page 30.
177. Qwest has deleted entirely its description of the help desk in § 12.2.10. Qwest must provide capable staff trained to answer questions and resolve problems in connection with the OSS interfaces. Qwest must include a concrete and binding obligation in the SGAT to provide meaningful, helpful, and timely support for OSS functions. *Id.* at page 30.
178. In § 12.2.11, charges for OSS access and start-up are inappropriate. If Qwest wishes to pursue these types of charges, it should bring them to the appropriate cost case before the Commission. *Id.* at page 31.

179. AT&T has some broad concerns with § 12.3 (Maintenance and Repair). Several of the terms contained here also have been addressed in other sections of the SGAT and therefore in other workshops. Qwest should reconcile the differing language to accommodate what has been agreed to elsewhere and to the Commission's orders. If Qwest fails to accomplish such reconciliation, to the extent that the language elsewhere differs from this section, the language specific to a service should prevail. This should be expressly stated in the text of the SGAT. Furthermore, any position AT&T raised in another workshop is not waived if AT&T fails to raise it here. *Id.* at page 31.
180. If Qwest misses a scheduled repair appointment for a CLEC's customer, Qwest should notify the CLEC promptly so that the CLEC's service representatives are informed if the customer calls the CLEC. AT&T suggests adding language to § 12.3.1.3 to address this situation. AT&T also proposes additional language in § 12.3.1.3 to ensure parity of treatment. *Id.* at pages 31-32.
181. Section 12.3.3 prohibits a party from operating in a way that interferes with the other party's circuits, facilities, or equipment, and outlines the process that applies if interference occurs. Qwest should explain how this section, particularly § 12.3.3.1, operates in relation to § 5.1.3 of the SGAT. Section 5.1.3 is a general term that essentially prohibits the parties from interfering with each other's services. Qwest also should clarify the meaning of the last portion of § 12.3.3.2, which appears to impede the Impaired Party (*i.e.*, the party whose service is not working because of the other party) from using its affected circuit, facility, or equipment. Neither CLECs nor Qwest should be arbitrarily disabling each other's circuits, facilities, or equipment; the circumstances

under which such conduct might occur are important for the Commission to understand. *Id.* at page 32.

182. Section 12.3.4 outlines the manner in which the parties will perform trouble isolation and the applicable charges. Consistent with AT&T's position on trouble isolation as discussed in the Unbundled Loops Workshop, AT&T maintains that the trouble isolation charges are not appropriate for Qwest to charge in those circumstances where the trouble is in Qwest's network, and that the CLEC should be entitled to charge Qwest for trouble isolation in some circumstances. If the parties agree to final language in the Unbundled Loops Workshop, this Section should be modified to reflect that agreement. *Id.* at pages 32-33.
183. Section 12.3.6 describes the testing and associated activities that Qwest will provide to CLECs. It should be revised to ensure that CLECs are provided nondiscriminatory treatment. Qwest should test a CLEC end user's line or circuit under the same terms and conditions that it would do so for its own end users where technically feasible to do so. A CLEC must have line-testing capabilities in order to isolate and diagnose a trouble prior to the creation of a trouble report. CLECs must have access to test results in the same manner that Qwest provides them to its own personnel. Lack of these capabilities demonstrates lack of parity and discriminatory treatment; it also runs afoul of Qwest's legal obligation to, among other things, provide access to OSS functions that support the CLECs' modes of entry. AT&T proposed revisions to that effect in §§ 12.3.6.1, 12.3.6.2, and 12.3.6.3. *Id.* at pages 33-34.

184. Section 12.3.8 ensures that each parties' end users are directed to the correct company if they call the wrong one. Qwest has deleted language from § 12.3.8.1.5 that prohibits the company receiving the misdirected call from using the call as an opportunity to market to the calling customer. This language should be reinserted. Failure to do so provides Qwest, as the incumbent service provider, with an anticompetitive advantage as more calls are likely to be misdirected to Qwest than to a CLEC. Moreover, this is already a requirement in AT&T's (and other CLEC's) interconnection agreements with Qwest. AT&T proposes adding language to that effect taken from the AT&T interconnection agreement with Qwest in Colorado. *Id.* at pages 34-35.
185. Section 12.3.9 describes when Qwest will notify the CLECs in the event of "major" network outages, and it further states that Qwest will use the same "thresholds and processes for external notification as it does for internal purposes" for notification of "minor exceptions." Timely, clear, and correct notification is extremely important to the CLECs. Qwest's SGAT is entirely too vague. Qwest should describe what constitutes "major" network outages and what the "minor exceptions" are that would cause Qwest to use thresholds and processes for notification to CLECs. Furthermore, Qwest should make known to the CLECs and this Commission precisely what its "threshold and processes" are for notification both internally and externally. Qwest also should be required to provide CLECs with detailed emergency restoration and disaster recovery plans. AT&T suggests adding language to that effect in § 12.3.9.3. *Id.* at page 36.
186. In § 12.3.10, Qwest asserts that it will perform scheduled maintenance for the CLECs at "substantially the same quality" that it performs such maintenance for itself. Parity requires substantially the same type and quality of maintenance. Furthermore, Qwest

must ensure that CLECs are given sufficient advance notice of any scheduled maintenance activity that may impact CLEC and/or CLEC end users. AT&T suggests adding language to that effect at the end of § 12.3.10.2. This section should also address non-scheduled maintenance, testing, monitoring, and surveillance activity that Qwest performs and that may impact the CLEC or its end users. AT&T proposes creating a new § 12.3.10.3 to cover that. *Id.* at pages 36-37.

187. Escalations generally describe the process for moving trouble problems up the chain of command for resolution. Section 12.3.12 states that it will provide to the CLECs “trouble escalation procedures.” Qwest has the burden of proof and vague SGAT statements identifying processes or procedures that are not made a part of this record do not support a showing of Qwest’s alleged compliance with its OSS obligations under the Act. Therefore, Qwest should provide its trouble escalation procedures to the Commission and CLECs for discussion at the workshop. *Id.* at page 37.
188. “Dispatch” in the SGAT describes when Qwest will send out its personnel to address maintenance or trouble reports. Generally, § 12.3.13.2 allows Qwest to determine when and if a dispatch will issue. If there is a dispute between the CLEC and Qwest regarding whether a dispatch should issue, Qwest apparently will charge the CLEC in all instances that a dispatch is issued. It is inappropriate for Qwest to charge the CLEC in this manner. Qwest should be permitted to charge only for a dispatch requested by a CLEC that Qwest believed was unnecessary if Qwest demonstrates that the dispatch was, indeed, unnecessary. Section 12.3.13.2 should be altered to that effect. *Id.* at pages 37-38.

189. In § 12.3.13.3, Qwest provides that it will notify CLEC of changes to Qwest's operational processes. Here again, vague references do not meet Qwest's burden of proof. How, for example, will that notification occur? CLECs will need sufficient time to ensure that their affected processes are modified to accommodate Qwest's changes. In addition, if Qwest seeks to change a process, it should be done through the CMP and CLECs should have input into the change. No information on just how this process is supposed to work exists in this record upon which the Commission can reasonably investigate Qwest's purported § 271 compliance. *Id.* at page 38.
190. Section 12.3.13.4 demands that CLECs perform appropriate trouble isolation and screening. This requirement is duplicative of § 12.3.17 and should be deleted. *Id.* at page 38.
191. Section 12.3.15 summarily provides that similar trouble reports will receive similar intervals. Parity, in this instance, really requires that CLECs be given the same commitment intervals as Qwest provides itself, its customers, or its affiliates, rather than "similar." Mere approximations of what Qwest provides for itself or its customers is not sufficient and, in fact, it is discriminatory. Qwest's actual performance in this context should be judged carefully in the performance portion of these workshops. *Id.* at pages 38-39.
192. Jeopardy management generally refers to the process for dealing with missed or about-to-be missed repair and other commitments. Section 12.3.16, however, is vague and unclear. For example, are CLECs given the same notice that a repair commitment will not be met as Qwest provides to itself or its end users? How and when will notice be

given? What evidence has Qwest provided regarding what the CLEC jeopardy management process is and how it compares to Qwest's process? Not only should Qwest put more detail into its SGAT language, but it should augment the record with answers to the questions posed here. *Id.* at page 39.

193. In § 12.3.17.1, Qwest requires CLECs to perform trouble isolation and ensure that the trouble involves Qwest facilities prior to submitting a trouble report to Qwest. An absolute guarantee is unrealistic and certainly not a standard to which Qwest holds itself. Therefore, AT&T proposes inserting the words "to the extent possible" in this section. In some circumstances it may not be possible to determine for certain that a trouble involves Qwest facilities. Further, in order to fulfill this screening obligation, CLECs must have the same ability to test services or facilities when that capability generally rests solely with Qwest. Thus, AT&T proposes the additional language to that effect at the end of § 12.3.17.1. *Id.* at pages 39-40.
194. In § 12.3.17.2, AT&T requests that the word "will" be replaced with the word "may." CLECs are not obligated to use techniques similar to Qwest's in the CLEC's centers, and the same techniques may not be appropriate for CLEC facilities or equipment. *Id.* at page 40.
195. Section 12.3.18 addresses cooperation between the parties to meet maintenance standards outlined in the agreement and it further describes the process for addressing "manually-reported" troubles. For manually-reported troubles, Qwest should notify CLECs of repair completion within a time certain. For electronically reported trouble, the electronic system should update status information as the status changes. AT&T proposes to revise

§ 12.3.18.2 by adding “but in no instance will such notification occur longer than one hour after completion” at the end of the first sentence, and “as the status changes” at the end of the second sentence. Considering that Qwest’s personnel can monitor status far more easily than CLEC personnel, these additions move Qwest’s conduct related to the CLECs closer to that which it enjoys for itself. *Id.* at page 40.

196. The provisions in § 12.3.19 generally dictate that CLECs should deal with their end users and Qwest personnel, performing repair services for CLEC, will be trained to behave in a nondiscriminatory manner. Lack of any real evidence here is again a problem. Qwest should provide the Commission and CLECs, for discussion at the workshop, with the training materials used to train its employees who perform repair service for CLEC end users in nondiscriminatory behavior. This training is expressly referenced in § 12.3.19.2 of the SGAT, and at a minimum requires some description and proof that such training actually exists. AT&T also requests clarification that the CLEC is the customer of record and the sole point of contact for its end-user customers. AT&T proposes language to that effect in new § 12.3.19.3. *Id.* at pages 40-41.

197. Section 12.3.23 deals with “maintenance windows” for “major” switch maintenance. These are characterized by the SGAT as times when Qwest performs such maintenance. Again, the SGAT is vague and Qwest should improve its record on what constitutes “major” switch maintenance. In addition, the SGAT should describe what happens when such maintenance is performed outside the stated window. Therefore AT&T suggests amending § 12.3.23.3 to incorporate such a description. Further, Qwest parity and CLEC access to sufficient OSS information require that Qwest provide CLECs with sufficient notice of when generic (or something less than “major”) upgrades to Qwest switches are

performed. Such upgrades could impact the CLECs or their end users, and they should be kept informed. In addition, Qwest should provide detail regarding any restrictions on or additional requirements regarding CLECs placing orders during “quiet periods” preceding hardware or software upgrades in Qwest’s switches. For example, Qwest recently informed AT&T that 11 of its switches in the Denver area were to be upgraded. As a consequence of this upgrade, Qwest declared that there was an embargo on interconnection trunk orders and that Qwest would not accept or process any trunk orders for a period of 53 days. In other states, Qwest has extended this embargo to as long as 90 days. These embargo intervals are excessive and utterly preclude certain competition for a period of time as well as create a significant barrier to AT&T’s (and other CLECs’) ability to serve customers. *Id.* at pages 41-42.

198. On May 25, 2001, Michael Schneider filed an affidavit on behalf of WorldCom, *Exhibit 6-WCom-9*, addressing general terms and conditions found in the Qwest Colorado SGAT. Attached to his testimony are two documents that are taken from WorldCom’s model interconnection agreement. The first document is identified as MWS-1 and is a document comparing language taken from WorldCom’s model “Part A, General Terms and Conditions” with Qwest’s corresponding language. It addresses many of the same subjects identified in Qwest’s SGAT, but not all, and provides language not included in Qwest’s SGAT. The second document identified as MWS-2 is entitled “Part B, Definitions.” It addresses some of the same definitions contained in § 2 of Qwest’s SGAT, but also defines many terms that are not defined in Qwest’s SGAT.
199. In his affidavit, Mr. Schneider asserts that Qwest’s general terms and conditions are insufficient. He states the WorldCom documents in many instances more thoroughly

address the subject matter of this workshop or address matters not addressed in Qwest's SGAT that should be adopted here. While WorldCom prefers the language it has provided in its model interconnection agreement, it also proposed revisions to Qwest's SGAT. *Id.* at pages 2-3.

200. WorldCom proposed adding clarifying language to §§ 1.2, 1.3, 1.4, 1.5, and 1.6. *Id.* at pages 3-4.
201. In § 2, Qwest specifically does not include Colorado state rules, regulations, and laws within the definition of "Existing Rules" although state rules, regulations, and laws are not specifically excluded. The definition of Existing Rules specifically should include state rules and regulations and state laws. The SGAT also should reflect in this section that this Agreement is in compliance with Existing Rules, as opposed to "based upon" Existing Rules. In addition, § 2.2 identifies some specific rulings, but obviously not all. The references to specific rulings should be deleted for more generic language. Finally, language regarding the incorporation of Tariffs, IRRG product descriptions, Technical Publications, and other documents outside of the Agreement which address matters set forth in the Agreement, should be revised so that Qwest cannot do a "back-door," unilateral amendment to this Agreement by revising such documents or filing a conflicting tariff. WorldCom's right under the federal Act would be devoid of any meaning if Qwest were permitted to simply cross-reference its filed state tariffs on the subject. Allowing tariff prices and conditions to "float" with the tariff would allow Qwest to enjoy an undue, improper, and very nearly unilateral control over a fundamental and critical component of the interconnection agreement -- pricing. WorldCom proposed revisions to § 2 to incorporate its concerns. *Id.* at pages 5-10.

202. Qwest's proposed § 3 is another golden opportunity for Qwest to delay entry into the market. In order for WorldCom to complete Qwest's CLEC Questionnaire in a timely manner, Qwest must participate in the completion of the questionnaire within one business day of CLEC's request. Also, the proposed "negotiation of an Interconnection Implementation schedule" is another Qwest method of delay and is simply unnecessary. The completion of the CLEC Questionnaire provides Qwest with the information that it needs to begin provisioning interconnection, unbundled network elements and combinations thereof, ancillary services, resale, and any other product and services set forth in the Agreement. Qwest has agreed to provision those products, facilities, and services in accordance with its standard intervals. WorldCom proposed revisions to § 3 to incorporate its concerns. *Id.* at pages 10-12.
203. Qwest witness Mr. Brotherson does not address Section 4, which contains Qwest's definitions. WorldCom understands that some definitions have been addressed and agreed upon. However, WorldCom's Part B – Definitions (Exhibit MWS-2) contains many definitions that are omitted in Qwest's SGAT. These definitions should be included because they are relevant to the terms and conditions contained in the SGAT. Further, to the extent a definition has not been previously agreed upon, and has not been discussed, WorldCom's definition should be used and Qwest's replaced. *Id.* at pages 12-13.
204. In § 4.22 entitled "Exchange Service," Qwest indicates that Exchange Service is limited to traffic that is originated and terminated within the local calling area. This broad "termination" language may create opportunity for Qwest to exclude ISP traffic from Exchange Service, as it does not technically "terminate" in the calling area, rather is

dumped into a modem bank. ISP traffic should be included in the definition of Exchange Service, and the definition should be altered to include calls going into a modem bank. *Id.* at page 14.

205. In § 4.30 entitled “Exchange Access (IntraLATA Toll),” Qwest excludes toll provided using Switched Access purchased by an IXC. Qwest is trying to redefine what Exchange Access is by adding an exclusion of toll provided using Switched Access provided by an IXC. Qwest should use the definition of Exchange Access found in the federal Act (§ 3 Definitions of the Telecom Act), and leave any limitations to what it provides within that service to the sections where it is referenced, for fair consideration. *Id.* at page 14.
206. Section 4.32 entitled “Local Interconnection Service Entrance Facility” should not be included in the SGAT. Entrance facilities should be determined and designated by the network engineers in designing the Interconnection. The architecture does not necessarily work within this vague definition for entrance facilities. For example, in Seattle, the switch for WorldCom is a greater distance from the collocation, which also transits the traffic. Under this definition, WorldCom would be susceptible to pay for a lengthy distance of entrance facilities to the switch. Similarly, the language needs to be clear that the POI would be that designated at the CLEC's option for the purposes of determining entrance facilities. *Id.* at page 14.
207. Regarding § 4.39, Meet Point Billing only applies to Circuit Switching. Qwest puts an overreaching definition that includes references to ISP traffic. This paragraph should be modified to delete those references. Further, the language "including phone to phone

- interexchange traffic that is transmitted over a carrier's packet switched network using protocols such as TCP/IP to and Interexchange Carrier" should be deleted. *Id.* at page 15.
208. Regarding § 4.49 entitled "Ready for Service (RFS)," Qwest uses RFS dates as the starting point for billing of products/services. Therefore, the ready for service date should not commence when Qwest unilaterally decides the product is ready, but rather when the CLEC also has checked and approved the deliverable. If there is dispute as to whether the product is really ready, CLEC is not subjected to a mistake on the part of Qwest nor liable for costs when the product is not satisfactory. *Id.* at page 15.
209. WorldCom proposes to include in this section a definition of SRP, which is used in the SGAT. WorldCom proposed language. *Id.* at pages 15-16.
210. WorldCom asserts that matters addressed in § 5.0 should be replaced where the language conflicts with or is inconsistent with WorldCom's model language addressing the same subject matter, which is generally identified by the titles. *Id.* at page 16.
211. Section 5.1.1 should be deleted for the reasons stated earlier regarding Qwest's Implementation Schedule. *Id.* at page 16.
212. Section 5.3 entitled "Proof of Authorization" should be deleted in its entirety because the proof of authorization rules are already addressed by the FCC, set forth in 47 CFR § 64.100, *et seq.*, and it is not necessary to attempt to paraphrase certain portions thereof in § 5.3. Further, Qwest's proposed imposition of a \$100 charge is not cost-based or contained in Exhibit A and not required by 47 CFR 64.100. *Id.* at page 16.
213. WorldCom proposed adding language to § 5.5 on taxes. *Id.* at page 17.

214. Section 5.6 entitled “Insurance” should be reciprocal because the CLEC needs to be assured that Qwest also has insurance in place. Qwest's limits for excess umbrella insurance are unnecessarily high. WorldCom proposes the revised limits of \$4 million in excess of Commercial General Liability, with a total limit of \$5 million instead of \$11 million. Further, the last two sentences of § 5.6.1.5 should be deleted. The statement that CLEC may elect to purchase business interruption insurance lends nothing to the Agreement and should be deleted. The statement that Qwest has no liability for loss of profit due to an interruption of service is limitation of liability language and, therefore, improper in the insurance section, is contrary to the WorldCom limitation of liability language, and is also improper since it absolves Qwest of all liability for the interruption of service even if caused by the acts of Qwest, whether they be negligent, grossly negligent, or even intentional. *Id.* at pages 17-18.
215. Section 5.8 entitled “Limitation of Liability” should be reciprocal. WorldCom’s language found in MWS-1 is fair and is the standard limitation of liability language used in commercial contracts. Mr. Brotherson in his supplemental affidavit states the Qwest's limitation of liability language is "universally used in services offered on the interstate level in FCC tariffs." Mr. Brotherson is mixing apples and oranges. This SGAT is not similar to a tariff between Qwest and its millions of end users, but is a commercial contract between carriers. *Id.* at pages 18-19.
216. Knowing that it provides essentially all products and services under this SGAT, on which the CLEC depends for essentially any and all revenues from local services, § 5.8.2 is carefully crafted by Qwest to absolve it of any liability for lost profits regardless of the

form of action or its negligence of any kind. Qwest's § 5.8.2 should be replaced with WorldCom's proposed language. *Id.* at page 19.

217. In § 5.8.3, Qwest attempts to place a cap on its direct damages resulting from its acts or omissions on the performance of this Agreement, which is the amount that would have been charged for the service. While this cap may be acceptable for an end-user tariff, it is improper and completely inadequate in this context and amounts to a small slap on the hand for failing to abide by this Agreement and the law. *Id.* at page 19.
218. Qwest's exception in § 5.8.4 is limited to only willful or intentional misconduct, therefore absolving Qwest of liability for its egregious, grossly negligent acts, and repeated breaches of the material obligations of the Agreement, and is therefore improper. While Qwest argues that its language is used universally, WorldCom has yet to see standard limitation of liability language contain a fraud provision. The fraud provision is improper and any language dealing with fraud is contained more properly in WorldCom's proposed § 20.2 Revenue Protection language. *Id.* at pages 19-20.
219. Regarding § 5.9 entitled "Indemnification," the WorldCom indemnity language is standard indemnity language, reciprocal, fair, and clear, and should be used in place of the Qwest language. Mr. Brotherson states that Qwest's language is standard, but in fact it is not. Qwest's language is heavily weighted in its favor and contains many strategically placed exceptions that absolve it from responsibility for its own actions. *Id.* at page 20.
220. Section 5.9.1.1 is a prime example of Qwest's strategic, self-serving, and improper exceptions. The first sentence excepts indemnity for claims made by end users of one

party against the other party based on defective or faulty services provided by the other party to the one party. Qwest is well aware that this exception only benefits Qwest as it provides essentially all the services under the Agreement. Further, it allows Qwest to absolve itself of indemnity responsibility resulting from claims that are the result of Qwest's negligent or grossly negligent conduct. It basically allows Qwest to provide shoddy services for the benefit of WorldCom end users and leaves WorldCom holding the bag. The WorldCom language has no such self-serving exception and should be used. *Id.* at page 20.

221. Section 5.9.1.2 attempts to throw the CLEC a bone by reinstating the Qwest indemnity obligation only for intentional and malicious conduct. Again, the Qwest language continues to absolve Qwest for its responsibility for its negligent or even grossly negligent conduct, and allows Qwest to provide shoddy services which flow through to the CLEC end users and leaves the CLEC holding the bag. The WorldCom language has no such self-serving exception. The WorldCom language is fair and comprehensive and has each party indemnify the other for claims resulting from the other party's acts or omissions or the failure to perform its obligations under the Agreement. Simply put, if a party's acts or omissions cause a loss, it should be held responsible. *Id.* at pages 20-21.
222. Section 5.9.1.3 is confusing and unnecessary and is already covered by the WorldCom language. *Id.* at page 21.
223. Section 5.9.1.4 is yet another example of nonstandard, confusing and unnecessary language that is already covered by the WorldCom language. As with separate facilities, separate bandwidths are completely separate and distinct, and each party provides a

separate and distinct service to its end user on its bandwidth. WorldCom's language that each party indemnifies the other for claims resulting from the acts or omissions of the indemnifying party would cover this situation. *Id.* at page 21.

224. The WorldCom language regarding notice, authority to defend and settle is standard language, and more clearly written than the Qwest version in § 5.9.2. *Id.* at page 21.
225. Qwest's warranty language in § 5.11 is inadequate. WorldCom proposes language that it believes is complete and appropriate. Further, under the nondiscrimination provisions of the Act, Qwest may not disclaim that the services that it provides under the Act are identical to the services that it provides to itself. *Id.* at pages 21-22.
226. Similarly, § 5.16 concerning nondisclosure is inadequate and incomplete by not identifying who can see confidential or proprietary material, as is discussed in WorldCom's proposed language addressing this matter. *Id.* at page 22.
227. Qwest's dispute resolution language in § 5.18 is inadequate and incomplete. WorldCom's language is more complete and should be adopted. *Id.* at page 22.
228. Section 5.24 concerning referenced documents suffers from the same problems discussed in regard to § 2, namely, Qwest's apparent unilateral ability to modify documents incorporated into the SGAT. This section should be deleted as written for the reasons stated in the discussion of § 2. *Id.* at page 22.
229. Section 5.32 has been replaced by § 1.7 that is more specific and should be deleted. *Id.* at page 22.

230. In comments on § 11, WorldCom states that exhibit MWS-1 provides alternative language addressing network security that should be considered where matters are omitted from Qwest's SGAT or are inconsistent in the SGAT. *Id.* at page 22.
231. Section 17 entitled "Bona Fide Request Process" should be revised. In addition to § 17, the BFR Process also is discussed in the Special Request Process Exhibit F, and the BFR process language in § 17 must be consistent with the BFR process language in Exhibit F. In addition, Qwest's BFR process is fraught with unreasonable delay. WorldCom proposed revisions to address its concerns. *Id.* at pages 22-26.
232. In accordance with its negotiated interconnection agreement (ICA) with WorldCom, Qwest has agreed that to the extent it is not required by the terms of that agreement to provide database or other network related information, and to the extent Qwest ordinarily does not provide such information to its affiliates, customers, other carriers or any other person, Qwest shall allow use of the BFR process to request access to such databases and/or network information. Qwest shall not deny CLEC access to information relevant to provision of service to its (CLEC's) own customers. Section 17.1 should be modified to reflect that the BFR process will support requests for such data base access. *Id.* at page 26.
233. WorldCom opposes the requirements found in §§ 17.2 (g) and (h). WorldCom's ICAs do not have these requirements. This information is not necessary for Qwest to provide access to an unbundled network element. A CLEC should only be required to provide the technical details needed for more a detailed assessment or quote. *Id.* at page 26.

234. In accordance with its negotiated ICA with WorldCom, Qwest has agreed to acknowledge receipt of a BFR request within 48 hours of receipt. Also, Qwest will review such request for initial compliance with the ICA section addressing BFR contents and, in its receipt acknowledgment, will advise WorldCom of any missing information reasonably necessary to move the Request to the preliminary analysis. Given this prior commitment on Qwest's part, the proposed SGAT time frames in § 17.3 are an unreasonable delay to CLECs attempting to complete the BFR process. *Id.* at pages 26-27.
235. Regarding §§ 17.4, 17.5 and 17.6, this activity should be completed within 15 calendar days, not 21 days, and should include a cost estimate. Further, in accordance with its negotiated ICA with WorldCom, Qwest has agreed to provide weekly status updates, which are not offered here. The proposed SGAT time frames constitute another unreasonable delay to CLECs using the BFR process. *Id.* at page 27.
236. In accordance with its negotiated ICA with WorldCom, Qwest has agreed, to the extent possible, to utilize information from previously developed BFRs to address similar arrangements in order to shorten the response times for the currently requested BFR. Language reflecting agreement between Qwest and WorldCom should be added to § 17.7. *Id.* at page 27.
237. WorldCom proposed modifications to Exhibit F, the Special Request Process. *Id.* at pages 27-29.
238. Regarding ICB Pricing and Provisioning in §§ 8 and 9, WorldCom states that Qwest should not be permitted to set prices or provision services using ICB, except in very rare

cases and only where Qwest demonstrates it cannot provide a service as a standard offering. Qwest has failed to describe its ICB processes and has not justified why any particular service must be priced or provisioned on an ICB. In the event Qwest is permitted to use ICB pricing under limited circumstances, WorldCom proposed language to be included when the ICB pricing process is addressed. *Id.* at pages 29-31.

239. Elizabeth M. Balvin also filed testimony on behalf of WorldCom on May 25, 2001, addressing WorldCom's concerns regarding Qwest's proposed language in § 12 – Access to OSS. *Exhibit 6-WCom-10*.

240. Qwest asserts in § 12.2.1 “Local Service Request (LSR) Ordering Process” that CLECs shall be provided electronic gateways for the submission of LSRs. Qwest supports a manual interface called Interconnection Imaging System (“IIS”), which provides for Qwest to electronically log and distribute to the appropriate Interconnect Service Center (ISC) for input into the regional Service Order Processor (SOP) system. As such, this interface needs to be included. *Id.* at page 3.

241. Qwest highlights what industry guidelines and/or standards have been employed by Qwest to implement their OSS. What must be stated clearly in the SGAT is that Qwest will document and make accessible to CLECs any deviations from these Industry guidelines and/or standards. *Id.* at page 3.

242. Qwest needs to provide more details because, as the document stands, there is much room for interpretation. No references should be made to documents whereby the language is not explicit in the SGAT sections and/or appendices. Qwest references a website in § 12.2.5.2.7 that no longer exists, for example. James Allan asserts that detailed

descriptions of Qwest interfaces have been removed from § 12 because Qwest is constantly improving these interfaces and the interfaces are subject to change requests in CMPAGE. In accordance with the ROC Third-Party Test, Qwest implemented a version control process for its state-filed but not yet approved SGATs. The version control process was put in place because the language of these SGATs were ever-changing and if any CLEC chose the SGAT as a means for Interconnection with Qwest, it would be subject to the version they signed. *Id.* at page 3.

243. WorldCom disagrees with Qwest's assertion that "CMP has been working effectively since Qwest implemented it" for the following reasons: (1) The CMP forum allows for the discussion of CLEC change requests (CRs) only, not internal CRs; (2) CMP allows for the discussion and prioritization of Qwest's CRs only -- the CMP forum requires CLEC CRs to be considered as an addition to Qwest internal CRs; (3) The ability to track and monitor is critical but addressing CLEC concerns is essential; and (4) It is essential that CLECs are informed on a timely basis to address system and training issues necessitated by Qwest implemented changes; lack of timely notification could result in delays and customer affecting issues. *Id.* at pages 4-5.

244. Qwest policy states "Current Co-Provider Product, Process, or OSS Interface users, or those who have an agreed upon project work plan for implementing a Product, Process or OSS Interface, may submit change requests and participate in the Co-Provider Industry Team." WorldCom currently has no agreed-upon work plan for implementing the Electronic Data Interchange (EDI) Interface. As such, WorldCom cannot submit or prioritize any change requests related to EDI. WorldCom takes issue with this policy for the following reasons: when it becomes economically feasible for WorldCom to enter

Qwest's residential local market territory via UNE-P, WorldCom will submit UNE-P Local Service Requests (LSRs) via EDI exclusively. To not be able to identify and address issues ahead of implementation, WorldCom is at a distinct disadvantage. Therefore, WorldCom requests that Qwest change this policy to ensure that all CLECs interested in the outcome of Qwest CRs to OSS be provided the means to have a say via CMPAGE *Id.* at pages 5-6.

245. Although Qwest has committed to provide a stand-alone test environment, it has not yet been implemented and made available to CLECs. Qwest went "out of process" for the sake of the Third-Party Tests (both AZ and the ROC) during EDI implementation which makes it imperative that Qwest implement this stand-alone test environment in time to be evaluated by the Third-Party Testers. In doing so, CLECs could be assured that the current process, which the Third-Party Testers identified as costly and time-consuming, would be a thing of the past. *Id.* at page 6.
246. WorldCom submitted a redlined version of § 12 suggesting changes to language in § 12 to address its concerns. *Id.* at page 6.
247. Regarding maintenance and repair, WorldCom stated that all maintenance and repair PIDs, except MR-10, use parity standards, which means that Qwest must address trouble related issues in substantially the same time and manner for Wholesale as it does for Retail. Qwest acknowledged via the negotiated PIDs that analogous processes exist between Wholesale and Retail trouble administration and as such that Qwest would be able to support CLEC issues as it does its own end-user customers. However, Qwest is in complete control of adhering to these standards and providing service that is at parity.

WorldCom's reputation is affected if Qwest provides bad service, even if that service is at parity, especially when CLECs are attempting to win existing Qwest subscribers. This would also relate to services available to CLECs such as status information of trouble tickets. CLECs cannot provide quality customer service if Qwest does not consistently and accurately provide status information. *Id.* at pages 6-7.

248. On May 25, 2001, David LaFrance filed comments on behalf of XO Colorado. *Exhibit 6-XO-14*. He stated that the purpose of his testimony was to address the failure of Qwest to satisfy the requirements of § 271 through Qwest's unilateral departure from Commission-approved interconnection agreements. In addition, he discusses XO's concerns with specific provisions of Qwest's SGAT governing general terms and conditions. *Id.* at page 1.
249. Mr. LaFrance asserts that Qwest is not providing access and interconnection under its interconnection agreement with XO in Colorado as required by § 271. He states that the issue in this workshop is Qwest's practice of imposing terms and conditions on XO and other CLECs that are not part of their interconnection agreements. Qwest cannot prove that it "is providing" access and interconnection pursuant to Commission-approved agreements if such access and interconnection is governed by terms and conditions that are not part of those agreements but rather are unilaterally imposed by Qwest. *Id.* at page 2.
250. Mr. LaFrance states that Qwest has several ways of unilaterally imposing terms and conditions on CLECs. The most common form is via "policy" statements that the Qwest wholesale group distributes to CLECs. Many of these statements are legitimate advisory

notices, letting CLECs know about new product offerings or changes to contact personnel, order processes, or other routine intercompany matters. Some of these “policy” statements, however, contain substantive changes to the terms and conditions under which Qwest provides CLECs with access to, and interconnection with, its network. CLECs thus face the devil’s alternative of complying with these unilateral Qwest modifications or incurring the expense and delay of dispute resolution just to maintain the status quo and limit Qwest to the terms and conditions in the Commission-approved agreements. *Id.* at pages 2-5.

251. The issue of the interrelationship between the ROC collaborative processes and state commission authority to establish service quality requirements is not fully resolved. This issue impacts all facilities and services Qwest provides as reflected in Exhibit C to the SGAT. This matter needs to be fully discussed during the workshop set aside for discussion of General Terms and Conditions or future workshops that address public interest or other similar topics. *Id.* at pages 5-6.
252. XO asserts that Qwest has not described adequately how the ICB process will work or whether it is appropriate. As a result, Qwest grants itself the opportunity and incentive to unduly delay the ICB process, retarding competitive entry or the competitive provision of services by CLECs. *Id.* at pages 6-7.
253. Mr. LaFrance also states that Qwest has not adequately addressed the issue of the form, structure, and applicability of the dispute resolution process. This issue is critical to ensuring that the proposed SGAT becomes a workable document consistent with the principles of applicable federal law. Dispute resolution often has been a topic of concern

during the various workshop sessions and has been raised by various CLECs. Rather than complete analysis of the dispute resolution process in these earlier workshops, all further discussion on this topic was deferred to the General Terms and Conditions Workshop. Thus, XO expected that Qwest would file comments with significant detail addressing this topic in depth. Qwest chose not to do so. Neither its original or supplemental testimony for this workshop contains more than a few, very general sentences that put no “flesh” on the bones of a dispute resolution process. This decision by Qwest means that Qwest has failed to satisfy applicable § 271 standards. *Id.* at pages 7-8.

254. XO next addressed its concerns with respect to specific SGAT provisions governing general terms and conditions. Section 1.7 provides, “At the time any amendment is filed, the section amended shall be considered withdrawn, and no CLEC may adopt the section considered withdrawn following the filing of any amendment, even if such amendment has not yet been approved or allowed to take effect.” This provision is unacceptable. Qwest should not be entitled unilaterally to remove a portion of a Commission-approved SGAT, any more than Qwest could remove a tariff provision without Commission authority. Accordingly, this section should be amended to provide that all provisions of the SGAT remain in effect until the Commission has approved their removal or replacement. *Id.* at page 8.

255. Negotiations with Qwest to amend an interconnection agreement to conform to recent FCC or Commission requirements generally take months, which is an unacceptable period of time. XO thus recommends that § 2.2 be modified expressly to apply the 60-day negotiation period and dispute resolution process not just to changes in Existing

Rules that *reduce* the requirements with which Qwest must comply, but to contract amendments necessary to enable the CLEC to obtain *additional* facilities, services, or “products” that Qwest is required, or has decided voluntarily, to offer. *Id.* at page 9.

256. The entire § 3 presumes that the parties have no prior relationship, which often will not be the case. Accordingly, this section should be modified to recognize that if the parties operated under a prior agreement, they need only amend, as necessary, any prior implementation schedule, including completion of Qwest’s “CLEC Questionnaire.” *Id.* at page 9.

257. While XO agrees that either party should be able to discontinue a specific service or circuit that is causing interference on the other party’s network, the provision in § 5.1.3 is written much more broadly. The current language would authorize either party to discontinue all service based on any level of interference, even if it were only a single faulty circuit. Accordingly, XO recommends that this section be revised to reflect the intent more narrowly. *Id.* at pages 9-10.

258. State commission and FCC rules address requirements for proof of authorization to change service providers. Rather than include provisions in the SGAT to establish requirements that may or may not be consistent with these rules, § 5.3.1 should simply cross-reference these rules. *Id.* at page 10.

259. XO is very concerned with the authority given to Qwest under § 5.4.3 to disconnect any and all services for failure by CLEC to make full payment within 60 days of the due date on the bill Qwest provides to the CLEC. Too many legitimate circumstances could arise that would result in a late payment beyond 60 days of the bill due date, including delivery

failure, misplaced bills or payments, or billing concerns that may not rise to the level of a dispute within 60 days. Qwest should not have automatic and unilateral authority to disconnect service to a CLEC when the result is that hundreds or thousands of end-user customers could be put out of service without notice to them. The 10-day notice that Qwest has agreed to give CLECs before disconnecting service is inadequate. Qwest should be required to give at least 30 days' notice before disconnecting service. In addition, Qwest should have to obtain prior authorization from the Commission before taking action that would have the effect of disconnecting end users, perhaps a substantial number of them. *Id.* at page 10.

260. Section 5.6 requires the CLEC to maintain insurance, which should only be of concern to Qwest if CLEC employees or contractors are operating on Qwest premises or otherwise directly accessing Qwest's network. Such provisions are generally part of specific sections of an interconnection agreement (*e.g.*, part of collocation and access to poles, ducts, conduits, and rights-of-way). If this is to be a general provision, some type of limitation needs to be included. In addition, this provision should be reciprocal to the extent that Qwest has access to the CLEC network (*e.g.*, to CLEC equipment collocated on Qwest premises). *Id.* at page 11.

261. The Force Majeure section, 5.7, lists those occasions on which a party may be excused from performing its obligations. Qwest, however, includes in that list "government regulations," "equipment failure," and "inability to secure products or services of other persons." Inclusion of these circumstances would excuse virtually any failure to perform, including service quality standards adopted by the Commission, poor maintenance, and failure to promptly order products and services from third parties. Accordingly, XO

recommends either deleting these events or narrowing them to instances that are legitimately beyond a party's control. *Id.* at page 11.

262. XO does not agree with the broad limitation of liability in § 5.8.3. Indeed, this section appears to exempt Qwest from any quality assurance remedies that exceed the amount of Qwest's non-recurring and recurring charges. This section needs to be substantially narrower. *Id.* at page 12.
263. XO has the same concerns with the Indemnity section, 5.9, as XO has with the Limitation of Liability section. At a minimum, Qwest should be required to indemnify the CLEC against any retail service quality penalties or Commission fines the CLEC must pay to retail customers or state treasuries as a result of provisioning or maintenance problems caused by Qwest. Section 5.9.1.2 expressly precludes such indemnification except in cases of intentional and malicious misconduct and accordingly is unreasonable and unacceptable. *Id.* at page 12.
264. In addition to the general concerns discussed above about this topic, XO notes that the Dispute Resolution section, 5.18, does not provide the parties with the option of seeking resolution of a dispute from the Commission. Limiting dispute resolution to mediation and AAA arbitration is too narrow. A party should have the option of seeking Commission resolution, particularly in Colorado where Commission Rule 4 CCR 723-39-10 gives CLECs the right to file a complaint with the Commission at any time when a dispute arises regarding interconnection and unbundling. This section should be revised to reflect that option. *Id.* at page 12.

265. The Publicity section, 5.25, is overbroad and potentially could require a party to seek the other party's consent to issue public statements with respect to Commission or judicial proceedings to enforce the Agreement. Accordingly, XO proposes that the phrase "for commercial purposes" be inserted between "publicity materials" and "with respect." *Id.* at page 13.
266. Section 11.3 should be reciprocal. *Id.* at page 13.
267. The BFR process established in § 17 is limited improperly to CLEC requests for access to unbundled network elements, interconnection, or ancillary services required to be provided under the Act. Colorado law and PUC policy require Qwest to provide access to, or interconnection with, Qwest's network. For example, the preamble to 4 CCR 723-39 provides that the purpose of the interconnection and unbundling rules is to prescribe the provision of nondiscriminatory "access to, and interconnection with, facilities of the telecommunications providers' networks to any other telecommunications provider offering or seeking to offer telecommunications. This SGAT section should be modified accordingly. *Id.* at page 13.
268. Regarding § 19, XO believes when an order is held for lack of facilities, CLECs should be treated as any other retail customer and given the opportunity to pay special construction charges in order to get facilities constructed. *Id.* at pages 13-14.
269. On May 24, 2001, Michael Zulevic filed testimony on behalf of Covad Communications regarding Qwest's forecasting requirements, BFR process, certain of the general terms and conditions contained in Qwest's SGAT, and other issues deferred by the parties to the workshop on general terms and conditions. *Exhibit 6-Covad-16.*

270. Covad states preliminarily that a number of issues that were deferred to this workshop are not addressed by Qwest, including Qwest's SRP and ICB process. Qwest represented that it would provide the specific details associated with those processes, but no testimony filed by Qwest addresses the details for SRP and ICB. The parties also have raised numerous § 2.3 issues, which referred to the workshops on general terms and conditions, but those issues are not addressed by any of Qwest's affiants. There are some Exhibit C intervals that have not already been discussed by the parties. Yet again, Qwest provided no testimony on these intervals. Finally, Qwest's testimony does not address the "productization" issue, and how and under what conditions CLECs may use new product offerings. *Id.* at pages 2-3.
271. Regarding forecasting requirements, Covad asserts that Qwest unilaterally has imposed forecasting requirements on CLECs at several places in its SGAT. Although forecasts appropriately may be required if Qwest can demonstrate an actual need for such forecast, any forecast requirement should be reviewed carefully to ensure that the forecasting requirement not be converted into an opportunity by which Qwest may impose an unfair and anticompetitive burden on CLECs. The forecasts thus should be (1) as narrowly tailored as possible; (2) easy to complete; (3) submitted only on a bi-annual basis; (4) matched with an equally commensurate obligation on the part of Qwest to use the forecasts; and (5) subject to strict requirements designed to ensure the confidentiality of the information contained in the forecasts. *Id.* at pages 3-11.
272. Covad would like clarification regarding § 7.2.2.8.6 and, specifically, the pro rata calculation. Covad also is interested in pursuing whether Qwest will agree to accommodate, act upon, and keep confidential voluntary CLEC forecasts for UNEs.

Relatedly, to the extent Qwest will accommodate and act upon voluntary UNE forecasts, Covad requests clarification as to whether Qwest will agree both to act on such forecasts and to provide CLECs with its forecasts to permit them to focus intelligently on their marketing efforts. *Id.* at pages 11-12.

273. Regarding Qwest's BFR process in general, Covad asserts that § 17 is replete with opportunities for Qwest to delay the provision of any product or service requested pursuant to the BFR process. For example, there is no specific time period by which Qwest may request the "necessary information" not contained in a CLEC's initial BFR form. The lack of specificity in the BFR provisions necessarily builds in the opportunity for abuse by Qwest and the consequent result of delay. *Id.* at page 12.

274. Another area of concern is the fact that Qwest determines both whether the requested product or service is technically feasible and whether it is required by the Act. With respect to the technical feasibility issue, the SGAT should be revised to include the assumption that the product or service requested is technically feasible and will be provided upon demand. The SGAT therefore should place the burden on Qwest to demonstrate that the requested product or service is not technically feasible, as well as to delineate the method and time by which that issue will be raised and resolved. Absent the inclusion of these requirements, Qwest can abuse the discretion granted to it by this paragraph and deny the provision of a particular service or product, to the detriment of CLECs who, at best, face a significant delay until the technical feasibility issue is resolved, and at worst, have no ability under the SGAT to challenge that determination. *Id.* at pages 12-13.

275. Similarly, permitting Qwest to determine in its sole discretion whether it is obligated by the terms of the Act to provide the service or product requested raises the same issues as does the technical feasibility issue. Specifically, Qwest can deny a BFR on the grounds it is under no legal obligation to provide the product or service requested. Not only does this provision ignore the fact that this Commission can impose unbundling obligations in addition to those enumerated by the FCC, but also it ensures that delay and, potentially, outright denial, will result. *Id.* at page 13.
276. Covad states that Qwest also should be obligated to: (1) provide all necessary back up documentation and support for the BFR quote it provides to CLECs at the time that quote is provided, and (2) set an outside time limit by which it will provision the product or service requested by a CLEC pursuant to the BFR process. *Id.* at page 12.
277. Covad states that it has a number of questions regarding the provisions relating to BFR that require an answer from Qwest. Until such answers are procured, Covad cannot comment on certain issues raised by the BFR language contained in the SGAT. Covad reserved the right to provide additional testimony and comments at the workshop or at whatever time Qwest provides additional details and information regarding the BFR process. *Id.* at page 14.
278. Regarding CMP, Covad states that it is not assured that its SGAT issues will be addressed adequately by the proposed Qwest process. The concern expressed in earlier workshops was a need to have all technical publications, product descriptions, and other policy type documents brought into agreement with the SGAT, using a process which includes both ILEC and CLEC oversight. Whereas the CCIMP process does provide for CLEC

involvement, Covad is not certain that it provides sufficient opportunity to see that its concerns are adequately addressed, as it is only a 30-day process. *Id.* at page 15.

279. Covad is concerned that the appropriate CLEC subject matter experts are not becoming involved in this process. The process calls for a single point of contact for each CLEC. In an ideal world, this seems to be a logical approach. However, in the CLEC world, it just doesn't work. Many newer CLECs, such as Covad, have high employee turnover and have not developed stable processes that can assure the successful use of a single point of contact by Qwest. This fact has been born out by Covad's minimal knowledge of, and involvement with, this process. Qwest must take all reasonable steps necessary to ensure that all CLECs have an opportunity to participate in the CMP process. *Id.* at pages 15-16.

280. Covad expressed concerns about improperly rejected LSRs and the resulting delay in its ability to provide service to its customers. This is the same basic issue discussed during the collocation workshop dealing with improperly rejected collocation requests. Qwest conditions processing of LSRs (§ 9.2.4.4) and collocation requests upon receiving a "complete and accurate" request but fails to clearly state the meaning of "complete and accurate" in the SGAT. This leaves the acceptance of the application totally at the discretion of Qwest. Covad suggests that a PID needs to be developed that will accurately measure these "improperly rejected" LSRs. Next, Qwest and the CLECs must reach agreement on what constitutes a "complete and accurate" LSR. Finally, Qwest must be willing to assist CLECs by resolving minor LSR problems with a phone call, rather than requiring the costly and time-consuming process of re-submitting the LSR in its entirety. *Id.* at pages 16-17.

281. With regard to other general terms and conditions, Covad asserted that § 1.4 should be revised to make clear that CLECs can pick and choose from various provisions contained in the SGAT. As currently drafted, § 1.4 suggests that CLECs must adopt the SGAT in whole. *Id.* at page 18.
282. Section 1.7 should be revised to permit CLECs to take advantage of any term or provision contained in the SGAT until such time as the Commission approves any change or amendment to, or withdrawal of, such provision. *Id.* at page 18.
283. Section 1.8 (including subparts) is very confusing because it mixes and matches phrases and terms relating to provisions that are “legitimately related” or “unrelated” to any provision “picked and chosen” by a CLEC. Section 1.8 must be revised to address separately these two issues. Additionally, there are several unanswered questions created by this provision that must be discussed and resolved during the workshops on general terms and conditions. *Id.* at page 18.
284. While § 2.3 addresses “direct” conflicts between the SGAT and external Qwest documents referenced therein, it in no way addresses the situation in which the external document (1) does not directly conflict with an SGAT term; (2) imposes obligations and duties in addition to those contained in the SGAT, or (3) imposes additional obligations and duties in situations in which the SGAT is silent. *Id.* at page 19.
285. The entirety of § 3 suffers because it requires the submission of a lengthy CLEC questionnaire even where the CLEC already has an interconnection agreement with Qwest and is simply “picking and choosing” provisions for inclusion in its

interconnection agreement. There appears to be no basis upon which Qwest can or may require the submission of a questionnaire under these circumstances. *Id.* at page 19.

286. Section 5.1.3 is unclear and confusing. Additional discussion on this section is required before Covad can provide any meaningful comments. *Id.* at page 19.

287. Section 5.4 describes the terms for payment for services provided under the SGAT. Covad demands that a provision be included that explicitly permits CLECs to challenge the amount charged and to require the provision by Qwest of all-back up documentation in order to permit the resolution of the billing dispute. Additionally, the SGAT should be revised to make clear that a CLEC need not pay any disputed amounts pending resolution of that billing dispute, nor may Qwest assess any penalties, late payment charges, or interest on such disputed amounts. CLECs should not be deprived of the benefit of retaining disputed amounts until the dispute has been resolved satisfactorily. Relatedly, any billing issues successfully disputed by a CLEC should be resolved on the basis of a cash payment, not the issuance of a credit to the CLEC. This ensures that Qwest and CLECs are treated in the same manner in the event of a billing dispute, *i.e.*, via a cash payment. *Id.* at pages 19-20.

288. Covad states that the SGAT also should be revised to eliminate any ability on the part of Qwest to condition the provision of service under the SGAT on payment of any and all amounts owed by a CLEC to Qwest or on a deposit made by a CLEC. Because the parties' business and contractual relationships may be memorialized at places other than the SGAT, Qwest may not use the SGAT to hijack, undermine, and eliminate CLECs' rights under separate and independent agreements. *Id.* at page 20.

289. Covad objects to the requirement that CLECs provide a deposit to Qwest prior to the provision of service under the SGAT. Such a requirement is draconian and may preclude a CLEC from seeking and obtaining service and products under the SGAT. Additionally, to the extent that a deposit may be required, Covad has several unanswered questions regarding whether a deposit always will be required; under what circumstances will a deposit be required; how the amount of the deposit will be determined; where the deposit will be held; the amount and terms under which interest on the deposit shall accrue; and the circumstances under which the deposit requirement will be augmented, decreased, or terminated. *Id.* at pages 20-21.
290. Section 5.8, Limitation of Liability, also is cause for concern to Covad. It is clear to Covad that Qwest seeks by this provision to preclude CLECs from recovering damages for injuries or harms that may be remedied via self-executing penalties imposed pursuant to wholesale service quality standards, performance assurance/post-entry performance plans, or through the assertion of any and all other legal rights and remedies available to CLECs. Moreover, this provision is unfair and discriminates against CLECs by requiring them to give up in advance an entire category of damages caused by Qwest's breach of the SGAT. Specifically, unlike the "damages" Qwest may sustain when a CLEC fails to make payments under the SGAT, a CLEC incurs out of pocket losses, as well as damage to its reputation and goodwill and lost profits every time Qwest breaches its obligations under the SGAT. *Id.* at pages 21-22.
291. Section 18, which addresses the audit process, leaves a great deal to be desired. Specifically, Qwest is the incumbent and bears the burden of proof in establishing that it has met the statutory conditions for entry as well as any post-entry performance

measurements. Under no circumstances should a CLEC be under any obligation to pay for an audit that documents Qwest's breach of the SGAT and/or relevant performance measurements. Moreover, there is simply no reason to permit Qwest to object and/or deny a CLEC the right to select and retain the third-party auditor of its choice. *Id.* at page 22.

292. Other questions that Covad has, which are unanswered by Qwest's SGAT Lite and its prefiled testimony, include the method by which inconsistent CLEC and Qwest data will be reconciled; whether a party may use the information compiled as a result of the audit in proceedings involving Qwest performance issues; and the intent and purpose of § 18.3 regarding party affiliates.

293. On May 25, 2001, Yipes Transmission, Inc. filed comments addressing an issue regarding dark fiber subloop unbundling that was deferred to the General Terms and Conditions workshop (SB-29). *Exhibit 6-Yipes-15*.

294. Responding to Ms. Stewart's May 10 affidavit, Yipes states that it does not necessarily object to a Qwest cost structure for dark fiber that includes subloop elements. Yipes is concerned, however, about the timing of the filing of the Qwest updated cost studies and SGAT modifications, and whether Yipes and other CLECs will be provided with adequate opportunity to address the new cost studies and SGAT provisions. In light of those concerns, Yipes states that it is premature to close Issue SB-29. *Id.* at pages 3-4.

4. Qwest's Response

295. On June 4, Larry Brotherson filed rebuttal testimony on behalf of Qwest addressing comments by AT&T and XO concerning General Terms and Conditions contained in Qwest's SGAT. *Exhibit 6-Qwest-27*.
296. Mr. Brotherson states that general terms and conditions do play a role in achieving the appropriate balance of risk between the parties. However, he states that AT&T's proposal does not achieve an appropriate balance, but rather seriously would tip the scales in its favor. Perhaps most importantly, it is an unauthorized attempt by a strategic competitor to control Qwest's business operations in a manner not required nor even contemplated by the Act. *Id.* at page 2.
297. Although neither AT&T nor XO commented on § 1.2, Qwest would like to delete this section since it pertains to Qwest's template negotiations agreement and not the SGAT. Similarly, § 1.3, should be changed to refer to the SGAT instead of an agreement. *Id.* at page 3.
298. AT&T argues that § 1.7 is not in compliance with the Act. It then proposes alternate language that would virtually freeze Qwest's business in place to the benefit of no one. The alternate language does not comply with the Act since Qwest has the authority to submit changes to the SGAT. Nonetheless, to address AT&T's concern about unilateral changes to the SGAT, Qwest proposes to change this section to read: "Any modification to the SGAT by Qwest will be accomplished through § 252 of the Act." This change to § 1.7 should also satisfy XO's concern about Qwest unilaterally changing the SGAT. *Id.* at pages 4-5.

299. AT&T complains that a new amendment process in § 1.7 fails to address situation in which a CLEC does not agree with the terms and conditions that Qwest imposes with its new product. To the contrary, this section permits the CLEC to negotiate an amendment with terms and conditions different from those proposed by Qwest, though it must abide by Qwest's terms and conditions until the amendment is approved and a letter agreement is executed. Presumably, the negotiations – and the amendment and letter agreement – could include making the terms and conditions retroactive to the time the CLEC began ordering the new services. *Id.* at pages 5-6.
300. Qwest also is proposing a new § 1.7.2 (setting forth a process for dispute resolution in the event parties are unable to agree on an amendment) to address concerns raised by AT&T under § 5.30. *Id.* at page 6.
301. AT&T expresses several concerns about Qwest's pick and choose process in § 1.8. AT&T does not take issue with the SGAT language, which is not surprising since AT&T and other CLECs have negotiated and agreed to this language in these proceedings. Rather, it questions Qwest's implementation of that language. Qwest, however, asserts that its position is soundly based on FCC and U.S. Supreme Court decisions on these issues. *Id.* at pages 6-9.
302. Regarding AT&T's concerns about § 2.1, Qwest asserts that safeguards are in place to ensure that CLECs are afforded an opportunity to participate in any changes to external documents referenced in the SGAT, so there is no need to revise this aspect of the SGAT language. However, to address the CLECs' concerns, Qwest has offered a new § 2.3. This section basically states that to the extent there are conflicts between these external

documents and the SGAT, the SGAT will prevail. Qwest is willing to revise this section of the SGAT, however, to reflect concerns expressed by other CLECs in other proceedings. *Id.* at pages 10-12.

303. AT&T argues that the SGAT should contain a "process" to apply where parties interpret the change in law differently and where the parties disagree on how that change is to be implemented, if at all. The SGAT already requires the parties to use the alternative dispute resolution process if they cannot agree on implementing a change in law. Because AT&T has provided no compelling reason to replace the language of § 2.2 as currently written, Qwest sees no need to revise it by incorporating the changes suggested by AT&T. Qwest is willing to revise § 2.2 though, to reflect concerns expressed by other CLECs in other proceedings. Qwest believes that it has accounted for the § 2.2 concerns expressed by XO in its changes to § 1.7. *Id.* at pages 12-13.

304. Concerning § 2.3, AT&T suggests that Qwest "add language that ensures extraneous terms and conditions, which properly belong in the SGAT but are found in these other documents [incorporated by reference in the SGAT], are non-binding unless incorporated into the SGAT." Qwest is implementing the CMP, which provides CLECs an opportunity to comment on changes to certain Qwest documents. There is no need to adopt such language. Qwest does propose revisions to this section to reflect concerns expressed by another CLEC in other proceedings. *Id.* at pages 13-14.

305. Contrary to the fears expressed by XO, Qwest does not seek for itself the right to impose unilaterally new policies that are inconsistent with its obligations under the SGAT. As Qwest pointed out when XO raised this concern in another workshop, the SGAT is a

standard contract offering not designed to address each and every possible scenario that may arise. Some policy clarifications are inevitably going to be necessary to address evolving market conditions, and the documents XO cites are just that. If Qwest circulates in draft (or even ostensibly final) form interim policies or procedures that may be slightly at odds with the SGAT, Qwest is committed to ensuring that all such policies and procedures do comply with the SGAT. Moreover, as the SGAT makes abundantly clear in § 2.3, if there is any inconsistency between the SGAT and other internal Qwest documents, the SGAT controls. Finally, a CLEC can always invoke the dispute resolution process in the very unlikely event that all attempts at reaching some reasonable resolution have failed. *Id.* at pages 14-15.

306. AT&T has expressed concerns about the implementation schedule requirements in § 3.0. Since these schedules have not been negotiated in practice, Qwest is removing this provision. To better describe the contents of this section, Qwest has changed the header to "CLEC INFORMATION." AT&T also requests that other provisions requiring a CLEC to provide an Implementation Schedule prior to Qwest performance, such as § 8.4.1.1, should be deleted. Qwest accordingly has deleted § 8.4.1.1. *Id.* at page 15.

307. AT&T also comments on the CLEC Questionnaire. Contrary to AT&T's statement, Qwest does not require it to sign the CLEC Questionnaire. AT&T also protests having to update the questionnaire. Qwest has been working to address concerns that CLECs have expressed about the questionnaire, particularly for new services. Qwest has broken down the questionnaire into product-specific pieces. Current product specific questionnaires can be found at <http://www.qwest.com/wholesale/clecs/negotiations.html>. The questionnaires ask the CLEC for its identification code, *e.g.*, Access Customer Name

Abbreviation (ACNA), information and contacts for billing, information if it is not currently receiving a variety of reports, and information as to how it is accessing Qwest's OSS. Qwest needs the information in the questionnaire to establish its ordering and billing processes to ensure that the CLEC can order and receive the product in a timely manner. Qwest believes that the changes it has made to the CLEC Questionnaire address the concerns raised by XO. *Id.* at pages 15-16.

308. Qwest uses the new customer CLEC Questionnaire for the purposes listed in § 3.2. In order to facilitate CLECs' entry into the local market, Qwest has begun working with the CLECs on this questionnaire prior to executing an interconnection agreement. The removal of the word "Thereupon" in § 3.1 reflects this process change. Also, to address XO's concerns, a CLEC with an existing interconnection agreement does not need to complete the new customer CLEC questionnaire unless changes have occurred since it completed its original questionnaire. *Id.* at page 16.
309. AT&T wants the elements of the CLEC questionnaire to be identified specifically in the SGAT. This is similar to AT&T's arguments regarding documents in § 2, and Qwest's response to that section is equally applicable here. *Id.* at page 16.
310. AT&T requests that Qwest file the most recent definitions section. Attached as an exhibit to the rebuttal testimony of James H. Allen will be an SGAT Lite, which will include § 4. This exhibit defines the terms in the SGAT and includes all revisions that were agreed to in the other workshops. If the CLECs have any issues or concerns with the definitions or there are other changes that need to be made, the parties can discuss those issues during the upcoming workshop. *Id.* at page 18.

311. Qwest's comments and changes to § 3 regarding implementation address AT&T's concern about § 5.1.1. *Id.* at page 18.
312. Both XO and AT&T comment concerning § 5.1.3. Although XO agrees that either party should be able to discontinue the specific service or circuit that is causing interference on the other party's network, it believes that § 5.1.3 could be read to allow a party to discontinue all services. Qwest agrees to modify § 5.1.3 to address XO's concern. AT&T seeks to go much further and deny either party the ability to discontinue services even if the offending party has caused impairment of service to other carriers or end users. In its place, AT&T proposes that "the Parties work cooperatively and in good faith to resolve their differences." This proposal is unacceptable to Qwest. Dozens or even hundreds of CLECs will be using Qwest's services. Qwest must have the ability to promptly protect its network, end users, and other carriers from impairment by CLECs who may lack AT&T's experience and technical capability. *Id.* at pages 18-19.
313. AT&T has proposed a clarifying change to § 5.1.4. Qwest has no objection. *Id.* at page 19.
314. AT&T objects to § 5.1.6, fearing that this section somehow provides Qwest with blanket authority to increase prices as it chooses. Qwest disagrees. Section 1.7, as modified, adequately protects CLECs from arbitrary behavior by Qwest. *Id.* at page 20.
315. Section 5.2 addresses the term of the Agreement. AT&T's only suggested revision to this language is a modification of § 5.2.2.1 that permits the CLEC to replace the SGAT as an interconnection agreement prior to the end of the two-year term of the Agreement if the

CLEC so chooses. Qwest agrees with AT&T's suggestion and has stricken § 5.2.2.1. *Id.* at page 20.

316. Qwest also proposes revision of § 5.2.1, which should be deleted in part because the language derives from a template negotiated Agreement, not an SGAT. *Id.* at page 20.
317. Qwest's intention in filing its proposed Proof of Authorization language was to mirror the FCC provisions. AT&T points out that the FCC rules in 47.C.F.R. 64.1120 and 64.1140 already address Proof of Authorization and have provided counter language. Qwest notes that 64.1120(b) incorporates local exchange service into the FCC rules, and 64.1140(a) provides for carrier liability for slamming when a carrier fails to comply with the procedures proscribed in the rules. Accordingly, Qwest agrees to AT&T's proposed language with the addition of the change in 5.3.2 to give effect to AT&T's language. These changes also will address XO's concerns. *Id.* at page 21.
318. In its comments concerning § 5.4, AT&T ignores the fact that this provision is reciprocal, and thus the items that it contests work in its favor when Qwest is paying the CLECs, as for reciprocal compensation. AT&T uniformly seeks to extend the time before Qwest can take remedial action when a CLEC is not paying its bills. It has been Qwest's experience that the longer it waits before taking appropriate remedial action, the less likely it is to eventually receive payment. Also, CLECs receive more than sufficient notice from Qwest that actions must be taken if Qwest does not receive payment. This notice includes an initial call on day 31, a first collection letter on day 35, and a final collection call and letter on day 42. On day 56, Qwest sets end user transfer requirements

and will not disconnect the service associated with a particular end user until user transfer to a new provider has occurred. *Id.* at pages 22-23.

319. In its comments on § 5.4.2, AT&T proposes to extend the time before Qwest can discontinue processing orders when CLECs fail to make payments to 90 days, rather than the 30 days provided in the SGAT. Qwest disagrees with AT&T's proposal that it must wait 90 days before it can take action. Qwest is entitled to payment for services rendered on time and to take remedial action if risk is apparent. Under Qwest's proposal, an invoice is not due and payable until 30 days after its date and Qwest cannot take action until 30 days from then. Since Qwest rendered its services in the month before the date of the invoice under its own proposal, it cannot take action until nearly three months after it actually provided services. AT&T would extend that period by another two months, thereby significantly increasing Qwest's exposure to uncollectibles. Secondly, AT&T would require Qwest to seek permission from the Commission prior to discontinuing processing of orders. Qwest does notify the Commission before taking action. However, permitting a CLEC to continue to incur debts for months before Qwest can take appropriate action to protect itself is not reasonable. AT&T would increase Qwest's financial exposure even further by requiring it to give the CLEC another 10-day notice if it has not discontinued processing orders within 10 days from the date specified on the notice. Furthermore, if the CLEC has a valid, good faith dispute about its bill, it can utilize the dispute resolution process set forth in § 5.4.4 of the SGAT. While disputing billed amounts, the CLEC is not required to pay those amounts. Qwest does not object to AT&T's addition of charges incurred "under this Agreement" or its last sentence, which allows the CLEC to take other legal actions. *Id.* at pages 23-24.

320. AT&T and XO express similar concerns about § 5.4.3, which provides that Qwest may disconnect services for failure by the CLEC to make full payment, less any disputed amounts, within 60 days of the due date on the CLEC's bill. AT&T's proposed changes to § 5.4.3 are similar to those it proposes to § 5.4.2. AT&T proposes to add another 60 days (120 days after the due date) before complete disconnection. With this proposal, AT&T would be guaranteeing Qwest, at minimum, a six-month revenue loss. Again, AT&T would increase Qwest's financial exposure even further by requiring a second 10-day notice if Qwest has not disconnected within 10 days of the date for disconnection specified in the notice. AT&T and XO also again suggest that Qwest must obtain Commission approval before disconnection. Qwest does notify the Commission before taking action. However, Qwest should not be delayed in taking appropriate steps to protect itself from continuing to incur financial losses while the Commission considers the matter of disconnection. For this reason, XO's suggestion that 30 days' notice prior to disconnection is more suitable than 10 days' notice is also unreasonable and should be rejected. As noted above, the CLEC with valid disputes regarding its bill, can seek resolution under § 5.4.4. Also in order to avoid disruption to its end users' service, CLEC agrees in § 5.4.9 of the SGAT to give it customers notice of the pending disconnection so that they can make other arrangements for service. And as noted above, Qwest works with the CLEC regarding the transfer. *Id.* at pages 24-25.

321. As with § 5.4.2 above, Qwest does not object to the addition of the words "under this Agreement" or the addition of the last sentence. Qwest does, however, object to AT&T's attempt to have the wholesale discount applied to the reconnection charge. Qwest does not avoid any costs in reconnecting the customer. *Id.* at page 25.

322. Consistent with most of its other efforts to extend the timelines within § 5.4, AT&T seeks to extend the period of time in § 5.4.4 for a party to identify problems with a bill from 30 days to six months. Thirty days should be more than ample for a party to identify any errors. *Id.* at pages 26-27.
323. AT&T proposes to insert "less disputed amounts" in § 5.4.6 which would mean that these amounts could not be taken into account when determining deposit requirements. Deposits offer Qwest some security that bills will be paid and in this context, Qwest should be entitled to consider the entire bill. *Id.* at page 26.
324. Section 5.5 addresses payment of taxes. AT&T contends that this provision is "one sided" because it "seem[s] to require that virtually all taxes be paid by the 'purchaser' (*i.e.*, CLEC)." This is not correct. Section 5.5 clearly states that the party purchasing services under the Agreement shall pay or be responsible for any applicable taxes "levied against or upon such purchasing Party." It does not impose any obligations of payment beyond those required by law. Thus, AT&T's general concern about CLECs paying for "virtually all taxes" is misplaced; Qwest's SGAT requires no more than is required by applicable law. *Id.* at page 27.
325. Qwest agrees with AT&T that the intent of § 5.5 is (and should be) to require the party who is responsible under applicable law or tariff to pay any given tax. AT&T's language simply appears to be a different way of stating what Qwest's provision already provides. Thus, AT&T's proposal is largely acceptable. However, Qwest modifies AT&T's proposal to clarify that each party has the right to pass tax liability to the purchaser of services where it is legally entitled to do so. *Id.* at pages 27-28.

326. AT&T also proposes language that would clarify that "Each Party is responsible for any tax on its corporate existence, status, or income." Qwest agrees with this clarification. *Id.* at page 28.
327. Qwest also accepts the modifications of other CLECs in other proceedings and incorporates those changes in § 5.5.1. *Id.* at page 28.
328. Section 5.6 addresses insurance. AT&T suggests several modifications, which it states are intended mainly to clarify rather than substantively change the required coverage. However, AT&T's suggested modification of § 5.6.1 is unclear. AT&T states that its language is intended to make clear that a CLEC affiliate captive insurance company may be used to provide coverage. However, AT&T's proposed modification does not state this, so it cannot be accepted as written. Moreover, no general provision of the kind AT&T proposes will be acceptable because not all CLECs have the financial resources that this provision presupposes. *Id.* at page 29.
329. In § 5.6.1.3, AT&T suggests changing the word "Comprehensive" to "Business." Qwest agrees with this proposal. *Id.* at page 29.
330. In § 5.6.1.5, AT&T struck the sentence excluding liability for loss of profit or business revenues for service interruption. Qwest concurs that this exclusion is addressed elsewhere in the Agreement (in the Limitation of Liability section, not the Indemnification section as AT&T states). Accordingly, Qwest proposes citing to the limitation-of-liability provision so that the source of the limitation is clear. *Id.* at page 29.

331. AT&T also proposes modifications of § 5.6.2 which it states "provide further clarification." First, AT&T proposes a slight revision of the contract language regarding the date for providing a certificate of insurance; this revision is acceptable to Qwest. AT&T also suggests modification of the language naming Qwest as an additional insured. Rather than stating that Qwest is an additional insured "as respects Qwest's interests," AT&T proposes that Qwest is an additional insured "as respects liability arising from CLEC's operations for which CLEC has legally assumed responsibility herein." This change is acceptable to Qwest. Finally, AT&T suggests modification of § 5.6.2(3) and (4). Qwest cannot accept these suggestions as presented by AT&T. Specifically, the obligations regarding primary insurance and severability of interest/cross liability insurance should not be limited to commercial general liability insurance, which is the only policy under which Qwest is a named additional insured. Qwest therefore proposes revision of the AT&T proposals with respect to § 5.6.2, (3) and (4). *Id.* at pages 29-30.

332. With respect to § 5.6, XO states that that CLEC insurance should concern Qwest only if the CLEC or its agents are operating on Qwest's premises. However, XO recognizes that such insurance is appropriate (at a minimum) where the CLEC collocates or seeks access to poles, ducts, and rights-of-way. From Qwest's perspective, because the SGAT offers terms and conditions for collocation and access to poles, ducts, and rights-of-way, § 5.6 is an essential term of the Agreement. Moreover, XO's proposal is unworkable because it would put Qwest in the position of determining whether a CLEC has insurance whenever it enters Qwest's premises, rather than at the beginning of the parties' contractual relationshippage Unless the CLEC will agree not to enter Qwest's premises for any

purposes under its Agreement, the insurance requirement is entirely appropriate. *Id.* at pages 30-31.

333. XO also suggests that the insurance provisions should be reciprocal. However, the relationship of the parties is plainly not a "mutual" relationship as regards their respective risks. With very few exceptions, Qwest's premises and equipment are the principal assets at risk in its relationship with CLECs. Accordingly, § 5.6 should not be modified as XO suggests. *Id.* at page 31.
334. Section 5.7 is the "Force Majeure" provision of the SGAT and addresses the parties' respective liability for failure to perform because of a "Force Majeure Event," an event that is beyond the control of a party. AT&T suggests removing the term "equipment failure" from the list of events that constitute a "Force Majeure Event." In addition to removing the term "equipment failure," XO suggests removing "government regulations" and "inability to secure products or services of the other persons." Although Qwest believes that "equipment failure" is often included as a force majeure event in commercial contracts, Qwest is willing to eliminate that term from § 5.7 and revise the SGAT accordingly. Qwest does not believe it is appropriate to eliminate "government regulations" or "inability to secure products or services of other persons" from the enumerated list of matters beyond a party's control, as these matters are beyond a party's control and commonly recognized as such within the industry. *Id.* at pages 33-34.
335. In response to AT&T comments, Qwest proposes several clarifications of § 5.8. First, Qwest proposes modification of § 5.8.1, including the deletion of the first sentence of § 5.8.1 (which was not a limitation of liability in any case), the addition of the substance

of § 5.8.3 into § 5.8.1, and the addition of further clarifying language limiting liability for both parties. Qwest also proposes language to account for any amounts owing under any PAP under this Agreement. All of these provisions are reciprocal. Qwest also proposes that § 5.8.2, the standard exclusion for consequential damages, remain unchanged except for the clarification that for purposes of this § 5.8.2, amounts due and owing under a PAP shall not be considered indirect, incidental, consequential, or special damages. As noted above, the substance of § 5.8.3 is moved to § 5.8.1. However, the last clause, governing liability for direct damage to collocated equipment, is deleted for the sake of clarity and consistency. Qwest proposes that § 5.8.4 be slightly modified to conform to existing tariff language. Qwest proposes that § 5.8.5 be modified to clarify that the limitation of liability provisions are not intended to alter the parties' obligations under the Agreement's payment provisions. Finally, Qwest proposes two changes to § 5.8.6 in order to render the provision consistent with existing tariff provisions and to clarify the parties' respective responsibilities for costs incurred. *Id.* at pages 37-39.

336. XO's comments that § 5.8 "needs to be substantially narrower." In this regard, XO's only specific fear is that the section appears to exempt Qwest from any quality assurance remedies that exceed the amount of Qwest's recurring and non-recurring charges. As set forth above, the concern raised by XO is addressed in new language at §§ 5.8.1 and 5.8.2. *Id.* at page 39.

337. AT&T proposes substantial modification of Qwest's indemnification language in § 5.9. AT&T's fundamental contention appears to be that the Indemnification section should expose Qwest to more, rather than less, liability, because otherwise "there will be little incentive left to ensure Qwest's performance of interconnection agreements." This is not

an appropriate standard for evaluating SGAT indemnification provisions; indemnification provisions are not intended to function as substitute remedies for breach, as AT&T appears to believe. Instead, the indemnification provision of the SGAT should be aimed at reflecting standard practices within the telecommunications industry, consistent with the fair allocation of responsibility between the parties. *Id.* at page 40.

338. Furthermore, AT&T erroneously asserts that the proposed indemnification provisions should be rejected since they differ from the Commission-approved language in AT&T's interconnection agreement with Qwest. While it is axiomatic that the Commission has not yet had the opportunity to approve any "new" language now being proposed, the Commission has, in fact, approved many of the SGAT's indemnification provisions in interconnection agreements involving Qwest and CLECs other than AT&T. *Id.* at page 40.

339. AT&T proposes the striking of the first clause of § 5.9.1.1 on the ground that "there is no basis to exclude CLEC customer claims for which Qwest is responsible." However, the language that AT&T has deleted does not exclude CLEC customer claims for which Qwest is responsible. Nevertheless, Qwest can agree to this SGAT modification; § 5.9.1.2 specifically addresses end user claims. AT&T also adds language stating, "Except as otherwise provided in § 5.10" This addition is unnecessary. Section 5.10 is the intellectual property section of the SGAT. Indemnification is not appropriate in that context. AT&T also proposes modification of the provision relating to attorneys' fees; these modifications are acceptable, with the exception of the unexplained and unnecessary reference to "accounting fees." *Id.* at pages 40-41.

340. AT&T also proposes inclusion of a phrase in § 5.9.1.1, "or the environment," which could potentially vastly expand the parties' environmental liability. Environmental liability issues are addressed specifically in § 5.20 and should not be addressed in § 5.9. On the other hand, AT&T's addition of the words "for breach of" appears to clarify the SGAT and can be adopted. *Id.* at page 41.
341. The other significant change to § 5.9.1.1 that AT&T proposes is a unilateral provision indemnifying a CLEC for infringement issues that arise out of the use by a CLEC or its customer of services provided under the agreement. This provision would dramatically alter, in a one-sided manner, the intellectual property rights and obligations of the parties and cannot be accepted. To further clarify § 5.9.1.1, Qwest proposes additional language, consistent with the limitations of liability contained in § 5.8, regarding the limits of each parties' indemnification obligations under § 5.9.1.1. *Id.* at pages 41-42.
342. AT&T states that, based upon its understanding of § 5.9.1.2, the section does not sufficiently hold Qwest "accountable." As a general matter, Qwest again notes that it is inappropriate for AT&T to use general provisions (such as indemnification language), which should reflect commercial practices, as a means of exposing Qwest to greater potential liability. Qwest intended § 5.9.1.2 to require both parties to indemnify each other for claims made by their end users, unless the claim is caused by the other party's willful misconduct. Qwest proposes a complete revision of § 5.9.1.2 to clarify its intent. *Id.* at page 42.

343. AT&T also proposes the deletion of § 5.9.1.3 (relating to claims based on the content of a transmission). Assuming that § 5.9.2 as revised is adopted, Qwest can agree to the deletion of § 5.9.1.3. *Id.* at page 42.
344. AT&T further proposes the deletion of § 5.9.1.4, which is intended to clarify how claims of this nature (relating to line sharing) should be addressed. Contrary to AT&T's suggestion, the language does not "further define when Qwest will not have liability for its failures that impact CLEC customers." However, the language could be clarified, and Qwest proposes a complete revision of § 5.9.1.4 for that purpose. *Id.* at page 42.
345. Finally, AT&T suggests modifications of § 5.9.2, which it states are intended "to clarify and address certain matters that may occur in the process of handling an indemnified claim." Specifically, the AT&T language spells out how the matter is to be addressed if the indemnifying party chooses not to defend the action. This additional language in § 5.9.2.2 is acceptable to Qwest. AT&T also adds language regarding the circumstance in which the indemnified party withholds consent from a settlement. This additional language also appears reasonable and may be accepted. *Id.* at page 43.
346. XO's comment on § 5.9 is similar to its comment on § 5.8. XO raises a concern about being indemnified against any retail service quality penalties or Commission fines the CLEC must pay to retail customers or state treasuries as a result of provisioning or maintenance problems caused by Qwest. Qwest declines to modify § 5.9.1.2 in the manner suggested by XO. However, the question of payments for provisioning or maintenance problems is a matter that is properly addressed by a PAP, and not by § 5.9. *Id.* at pages 45-46.

347. AT&T addresses the intellectual property provision contained in § 5.10. AT&T suggests that Qwest should be required to indemnify CLECs for infringing upon third-party intellectual property rights. In commercial agreements, indemnification clauses are typically negotiated and, contrary to the assertion of AT&T, there is no “customary” provision. An indemnification obligation is essentially an insurance policy, providing that if the indemnified act occurs (the covered event to continue the analogy to an insurance policy), the indemnifying party will pay the indemnified parties costs. To the extent such costs are predictable and controllable by the supplying party, the supplying party may be willing to provide indemnification. For example, the supplying party may be willing to indemnify if it fails to supply goods which are manufactured in workmanlike manner simply because it controls its manufacturing processes and can, thus, control the extent of liability. However, intellectual property issues are often totally out of the control of the supplying party. For example, it is impossible to know what patent risks may exist with respect to a particular services or goods being offered for sale because patent applications are confidential (for at least 18 months from the filing date). Thus, the supplying party would be insuring against an unknowable and uncontrollable risk if it offered indemnification for all intellectual property claims. Such insurance may be available from Lloyds of London at some (high) cost, but should not be imposed on Qwest. *Id.* at pages 46-47.

348. AT&T states that it has proposed certain changes to § 5.10.3 to more fully capture the FCC's decision on intellectual property rights. In its Intellectual Property Order, the FCC made certain determinations about facilities, equipment, and services that an ILEC provides to a CLEC. The order specifically calls for the “best efforts” standard set forth

in § 5.10.3 of the SGAT and provides other guidance. It also states that this obligation is an ILEC obligation, not a CLEC obligation, and therefore this provision should not be reciprocal. It should apply to Qwest only. The FCC determined that the ILEC's obligation is directly related to the ILEC's duties under § 251(c)(3) of Act. Qwest agrees with this latter point and will change the section accordingly. *Id.* at page 47.

349. Qwest does not agree, however, with AT&T's position that the Intellectual Property Order specifically requires Qwest to use best efforts to provide all features and functionalities. Qwest's understanding of the order is that it requires Qwest to use best efforts to obtain intellectual property rights for CLECs where Qwest has obtained its own license. AT&T's change in the second line seems to go to Qwest's efforts in providing the services – not in obtaining intellectual property licenses. AT&T's insertion at the end of the paragraph seems unnecessary. Qwest is obligated to use best efforts to obtain licenses to the extent it has its own licenses and the licenses relate to the Agreement. There is no reason to extend the obligation to services outside the scope of the Agreement, as AT&T's addition appears to do. *Id.* at pages 47-48.

350. AT&T states that the covenants and warranties called for in its proposed § 5.10.3.1 are consistent with the FCC's decision on intellectual property and help to flesh out the "best efforts" standard called for by the FCC. This language calls for assurances from Qwest that it will not engage in behavior that interferes with the right of a CLEC to use the intellectual property contained in facilities, equipment, or services provided by Qwest under this Agreement. This clause is wholly unnecessary. The first two sentences state that Qwest will not enter into an agreement that would, effectively, prevent it from performing under this Agreement. Clearly, if Qwest took any action which prevented it

from performing its obligations under this Agreement, there would be a resultant breach of this Agreement. It is unnecessary to state specifically all of the various ways in which a party may breach an agreement and have that party specifically agree not to do those things. The third sentence concerns third-party indemnities. The agreement deals separately with indemnities flowing from Qwest to the CLEC. While Qwest may choose to negotiate for whatever indemnities it deems necessary or desirable in negotiations with its vendors, there is no need to tie Qwest's hands in negotiations with its vendors by requiring Qwest to obtain these "flow through" indemnities. *Id.* at pages 48-49.

351. AT&T proposes an indemnity provision in its § 5.10.3.2. Qwest's position on indemnification for intellectual property issues is covered above. *Id.* at page 49.

352. AT&T has stricken the first and last parts of § 5.10.7, stating that these provisions are overly burdensome on the CLEC. In the balance of the provision, AT&T makes the provision reciprocal. The provisions objected to in this paragraph relate directly to rights granted by Qwest to CLECs to use the "Authorized Phrase" in § 5.10.6. If AT&T were agreeable to removing the ability of the CLEC to use the Authorized Phrase, then its changes would be acceptable. Otherwise, the provisions of this section are necessary and reasonable to protect Qwest's trademark rights especially in a situation, such as this, where it has granted a right to use its name. Because the CLEC has not granted reciprocal rights to use its trademarks, AT&T's proposal to make this language reciprocal is misguided. *Id.* at page 49.

353. AT&T has proposed a new § 5.10.8. This section calls for the disclosure of certain information by Qwest to the CLEC regarding intellectual property. The FCC calls for the

disclosure of this information and states that failure by the ILEC to make this disclosure could constitute a violation of §§ 251(c)(1) and 251(c)(3). As discussed above, it is impossible for Qwest to know about all third-party intellectual property associated with unbundled network elements. Thus, the first sentence of the proposed language is overreaching in reciting "all intellectual property owned, controlled or licensed by third parties," and should read "all intellectual property licensed by third parties to Qwest." Further, disclosure of all intellectual property license agreements related to an unbundled network element may be burdensome, and this burden should only be imposed on Qwest when and where there is a demonstrated need on the part of the CLEC to have access to the agreements. Further, the five-business-day limitation suggested by AT&T is arbitrary. Qwest suggests that a "reasonable period of time" standard be applied. Qwest is also adding language to clarify that it is not obligated to disclose the existence of agreements where the terms of such agreements prohibit disclosure of their existence. This is consistent with language proposed by AT&T recognizing that certain agreements may be subject to such restrictions and requiring Qwest to use best efforts to negotiate with the other party to the agreement to allow disclosure. *Id.* at page 50.

354. Section 5.11 disclaims express or implied warranties, consistent with Article 2 of the Uniform Commercial Code. AT&T suggests that, to the extent that the warranty language it proposes in § 5.10.3.1 is adopted, then § 5.11.1 would need to be modified. Qwest does not concur with AT&T's proposed language for 5.10.3.1. However, the change proposed by AT&T will ensure that, if the agreement contains -- or is later amended to contain -- any warranty provision whatsoever, § 5.11.1 will be consistent

with that warranty. Accordingly, Qwest accepts the change proposed by AT&T for § 5.11.1. *Id.* at page 52.

355. Section 5.12 addresses assignment. If Qwest were to assign the Agreement to an affiliate, AT&T seeks to have Qwest be the guarantor of the performance of the agreement by that affiliate. There are no grounds for the blanket imposition of a guarantor role absent any indication that a Qwest affiliate would be unable to perform. Given the magnitude of the obligations under the Agreement, it is highly unlikely that an affiliate would agree to the assignment if there were any significant risk that it could not perform. *Id.* at pages 52-53.

356. AT&T protests Qwest's desire to have CLECs that are merged or otherwise consolidated come under the terms of one interconnection agreement. AT&T expresses two concerns: (1) AT&T believes it would abrogate the CLECs' pick-and-choose rights, and (2) AT&T contends that the decision as to what kind of interconnection agreements the consolidated companies have should be their decision. As to the first concern, Qwest would agree to add a provision that nothing in this section is intended to restrict the CLECs' rights to opt into interconnection agreements under § 252(i) of the Act. As to the second concern, it is somewhat surprising given Qwest's and AT&T's experience with AT&T's acquisition of TCG, TCI, and Media One. Particularly with the acquisition of TCG, the parties found that operating under two contracts was confusing and caused operational problems for both companies. As a result, AT&T has agreed that the new interconnection agreements among the parties will apply to all AT&T entities (whatever they may be at that time). *Id.* at page 53.

357. AT&T then goes on to propose a lengthy additional section aimed at the sale of Qwest's exchanges. Again, the experience of the parties with the latest sale of exchanges (*i.e.*, to Citizens) calls into serious question why AT&T deems it necessary to impose additional, uncalled for, contractual restrictions on Qwest's ability to reasonably manage its business. Far from the contentious, inefficient process that AT&T alleges occurred, the process went so smoothly that AT&T intervened in very few of the state commission approval proceedings and withdrew from those in which it did intervene. This limited AT&T role in the proceedings most likely occurred because Qwest is aware of the CLECs' need for stability in their interconnection arrangements and took this need into account in its sale of exchanges to Citizens. AT&T's Exhibit D was U S WEST's (now Qwest's) notice to the CLECs of the sale of exchanges. As stated in that notice, Citizens agreed to initiate negotiations for a new interconnection agreement prior to close of the sale. If Citizens was unable to reach a successful agreement with the CLEC, it agreed to be bound by Qwest's interconnection agreement for the term of that agreement. Indeed, Citizens and AT&T were able to negotiate successfully a new agreement long before the close of the sales. If and when this issue might arise in the future, Qwest will again address the needs of the CLECs in a responsible manner, and thus there is no need for AT&T's unreasonable intrusion in Qwest's business operations. *Id.* at pages 53-54.

358. AT&T suggests several changes to § 5.16, which governs nondisclosure of confidential and proprietary information. In § 5.16.1, AT&T suggests including "business or marketing plans" as information that need not be marked confidential or proprietary in order to be subject to the protections from disclosure under § 5.16. This suggestion is troublesome for several reasons. First, AT&T does not provide a definition of the term

"business or marketing plan." Absent a title such as "business plan," it could be difficult to tell whether a document is, in fact, a business plan. The term may mean different things to different people and could cause more problems than it would resolve. Second, it makes more sense to leave it up to the supplying party to mark such plans as "confidential" or "proprietary." To the extent that it is even necessary to supply a "business or marketing plan" to perform under the agreement, it is highly unlikely that the supplying party would fail to mark the plan "confidential" or "proprietary." Indeed, it seems that a business or marketing plan is the first thing a CLEC or ILEC will recognize as proprietary before providing it to a competitor. If the supplying party inadvertently fails to mark the plan "confidential" or "proprietary," § 5.16.1 states that a supplying party may designate information as "confidential" or "proprietary" within 10 days after disclosure of that information. *Id.* at pages 56-57.

359. AT&T's concerns in § 5.16.1 already are addressed adequately by the SGAT, and there is no reason to adopt AT&T's proposed language. *Id.* at page 57-58.
360. AT&T suggests adding language to § 5.16.3 that states that the protections afforded to proprietary information are "In addition to any requirements imposed by Applicable Law, including, but not limited to, 47 U.S.C. § 222." In addition, AT&T proposes changes that specifically list who may access proprietary information and under what circumstances that access may occur. There is no reason to adopt AT&T's proposed language. The SGAT already limits the use and dissemination of proprietary information. The SGAT language is modeled upon § 222 of the Act, 47 U.S.C. § 222, which contains Congress's express direction regarding protection of customer and carrier

information. AT&T provides no compelling reason, indeed no reason at all, to modify the SGAT. *Id.* at page 58.

361. The SGAT contains a provision that allows a party to disclose factual information about its network and telecommunications services on or connected to its network to regulatory agencies, as long as "any confidential obligation is protected." AT&T would broaden this provision to allow a party to disclose information about its own network, as well as the proprietary information of the other party, in various administrative, judicial, and investigative forums. Qwest is willing to adopt AT&T's proposed changes and revise § 5.16.5. *Id.* at pages 58-59.
362. AT&T proposes adding a new § 5.16.7 that is devoted to forecasts. The only rationale offered by AT&T is that forecasts are "particularly sensitive" and that AT&T's proposed language addresses "certain concerns" that CLECs previously have raised regarding forecasts. This issue has been resolved to the satisfaction of the parties in different workshops for different provisions of the SGAT. AT&T's concerns also are addressed by § 222 of the Act. Therefore, it is inappropriate to consider this issue in this workshop or in this part of the SGAT. *Id.* at pages 59-60.
363. AT&T suggests that the SGAT include a provision expressly allowing a party to seek equitable relief to enforce the confidentiality obligations. Qwest recognizes that these clauses are typical in commercial contracts and is willing to adopt AT&T's suggested language with two exceptions. First, it is inappropriate to agree prospectively that a party "would be irreparably injured by a breach of this Agreement." Rather, Qwest would agree that a party "could be irreparably injured by a breach of this Agreement." Qwest

would want the opportunity to address both (a) whether the information claimed to be "proprietary" really was and (b) whether the party was in fact irreparably injured. Second, AT&T intended this clause to protect the confidentiality obligations; therefore, it should be expressly limited to equitable relief for breach of the confidentiality obligations of the SGAT. Accordingly, Qwest agrees to revise the SGAT to include this provision renumbered § 5.16.7. *Id.* at page 60.

364. Finally, to address concerns expressed in workshops elsewhere, Qwest proposes a new § 5.16.8, which essentially states that the Agreement does not limit either party's rights with regard to proprietary information under § 222 of the Act. *Id.* at page 61.
365. Section 5.17 addresses "survival" of the SGAT. AT&T suggests that the language of § 5.17 be clarified to account for the possibility that the SGAT expires (or terminates) either before or after the two-year term of the Agreement. Qwest concurs with this proposal. *Id.* at page 61.
366. AT&T's proposed dispute resolution provisions in § 5.18 do not provide any advantages over the process already outlined in Qwest's SGAT. To the contrary, the process seems unduly cumbersome and time-consuming. The fact that AT&T's proposal must itself incorporate a separate "streamlined" version of the process strongly suggests that AT&T's basic dispute resolution process is not very streamlined at all. *Id.* at page 64.
367. AT&T suggests the use of J.A.M.S./Endispute rather than the AAA, which is the tribunal called for by § 5.18. Because there may be circumstances in which the parties would wish to use J.A.M.S./Endispute rather than AAA, Qwest proposes additional language

stating that, by mutual agreement of the parties, the arbitration may be conducted by J.A.M.S./Endispute rather than by AAA. *Id.* at page 64.

368. AT&T specifically objects to Qwest's SGAT language requiring that the discussions and correspondence between the parties for purpose of negotiating the resolution of the dispute be treated as confidential information that is not admissible in subsequent proceedings. This provision, which is consistent with Rule 408 of the Federal Rules of Evidence, serves to facilitate negotiations. Contrary to AT&T's suggestion, the confidentiality provision does not make negotiations "less productive," nor is there any basis for asserting that the provision somehow violates "CLECs' rights." Accordingly, the provision regarding the confidentiality of the parties' discussions should be retained. *Id.* at page 64.

369. XO's only comment on § 5.18 is that the language, in XO's view, does not provide the parties with the option of seeking resolution of a dispute from the Commission. XO is simply incorrect in its reading of the language. Section 5.18 clearly provides that the parties "may" demand that the dispute be settled by arbitration; it does not limit the parties to dispute resolution by arbitration. Accordingly, XO's concern that it not be precluded from seeking resolution of a dispute from the Commission is accommodated in § 5.18. *Id.* at page 65.

370. AT&T suggests that § 5.19, "Controlling Law," be revised. AT&T would reference "applicable federal law" instead of "the terms of the Act" as controlling law. This replacement, which would apply the entire body of federal law, including the Act as well as FCC rules and decisions, is reasonable. Qwest agrees to revise § 5.19. *Id.* at page 66.

371. Qwest proposes a new § 5.20.2 relating to environmental liability based on comments by a CLEC in other proceedings. *Id.* at page 66.
372. Qwest believes that AT&T's changes to § 5.21 governing notices are reasonable and is willing to revise the SGAT as suggested by AT&T. In other proceedings another CLEC also suggested adding personal service as a valid method of giving notice under the SGAT as long as the party giving notice by personal service obtains a receipt that such service was made. This suggested change also makes sense. *Id.* at page 67.
373. Qwest proposes to revise § 5.23.1 based upon comments by a CLEC in other proceedings. *Id.* at page 68.
374. XO asserts that Qwest's publicity provision in § 5.25 is overly broad because it could prevent a CLEC from making public statements about an action it might bring to enforce the Agreement. Qwest does not intend to limit a party's ability to issue public statements with respect to Commission or judicial proceedings. Qwest is willing to limit this language along the lines proposed by XO. *Id.* at page 69.
375. Qwest would not object to adding AT&T's proposed language regarding going to dispute resolution after 60 days if the parties are unable to reach agreement on a requested amendment. Qwest proposes to add this provision as a new § 1.7.2. With the addition of new § 1.7.2, Qwest proposes to delete § 5.30. *Id.* at pages 70-71.
376. Based on comments by a CLEC in other proceedings, Qwest would modify § 5.31 by adding language that would refer to exhibits being included rather than Parts and Attachment. *Id.* at page 71.

377. Qwest proposes to delete § 5.32 pick And choose since it belongs in the template negotiation agreement. Pick-and-choose is covered in § 1.8. *Id.* at page 71.
378. AT&T proposes to add a new provision regarding retention of records. Not surprisingly, AT&T does not propose that the requirement be reciprocal. To the contrary, only Qwest must retain records under AT&T's plan. Moreover, the proposal is extraordinarily vague and overbroad. Qwest supposedly must retain "information relating to its performance under the Agreement." Virtually all of Qwest's records might fall within this category. AT&T's proposal is unacceptable to Qwest. *Id.* at pages 71-72.
379. XO requests that § 11.3 on Network Security be reciprocal. Qwest agrees. *Id.* at page 72.
380. XO is concerned that the BFR process is not broad enough to cover Qwest's obligations under Colorado law and PUC policy. Qwest disagrees, but would be willing to review specific language that XO might propose. *Id.* at page 73.
381. AT&T makes broad, general statements that the BFR process is deficient and too lengthy without addressing the specific steps of the process that Qwest must go through to complete a BFR. AT&T also seems to object that there may be a dispute as to whether a request is for a service or product already provided in the SGAT. It is true that a dispute over the interpretation of the Agreement could arise, but AT&T offers no concession to the possibility of good-faith disputes. The SGAT provides for dispute resolution, and the possibility that a dispute may arise in the BFR section or any other is not a reason to do away with the section. *Id.* at page 74.

382. AT&T seeks accommodation for “minor” requests that do not require the BFR process. Qwest has responded to this request by the CLECs by offering the SRPAGE *Id.* at page 74.
383. AT&T also raises a concern that Qwest makes no affirmative statement that having provided the quote for the requested UNE or interconnection, Qwest will, in fact, provide the requested UNE or interconnection element. This commitment seems obvious on its face, but Qwest will agree to provide the element requested in the BFR if it qualifies. As to specific timetables, implementation of a BFR begins upon acceptance by the CLEC. *Id.* at pages 74-75.
384. With respect to the timelines in § 17, Qwest is agreeable to a 48-business-hour (two-business-day) notification. Qwest’s SGAT significantly reduces, from earlier versions of the template interconnection agreement, the time frames to determine BFR feasibility and provide a quote (21 days for feasibility versus 30; 45 days for quote versus 90). Moreover, Qwest often cannot determine whether additional information is needed until it has undertaken its analysis of possible implementation. The timelines in § 17 are outside limits, and Qwest makes every effort to move the process along as expeditiously as possible. Each request, however, is unique. A particular request may be more complicated and require a longer analysis to determine if additional information is needed. *Id.* at page 75.
385. AT&T comments that once a previous BFR has been approved, it should not need to submit further BFRs for similar requests. AT&T is well aware, however, that not all equipment configurations are the same in all locations and that not all switches have the

same interfaces or software loads or even the same manufacturer. The issue centers around whether the request truly is identical to a previously approved BFR. If the request is similar in many respects, the evaluation and costing process will go much faster. Qwest has proposed language in the Arizona workshop that "substantially similar" requests would not require a subsequent BFR and would be willing to accept such language here. And as Qwest has committed in § 17.11, if Qwest is able to provide the response sooner, it will. *Id.* at pages 75-76.

386. In response to AT&T's specific concerns, the form for requesting a BFR is on the Qwest website for CLECs. The application form is designed to obtain the information generally necessary to process any request. However the form also encourages CLECs to provide diagrams, illustrations, technical contacts, or any additional information that might be helpful in describing the specific request. *Id.* at page 76.
387. Qwest is agreeable to striking the word "preliminary" in § 17.4. As for striking the escalation process in § 5.18, Qwest believes that escalation to senior officers in the respective companies often avoids or resolves problems quickly between the companies. Moreover, the escalation can often be as simple as a phone call, thus not delaying the arbitration of a dispute. *Id.* at page 76.
388. XO comments that § 17 should be modified to encompass any state law requirements imposed upon Qwest to provide access to or interconnection with Qwest's network. To accommodate XO's concern, Qwest will modify § 17.4. *Id.* at page 77.

389. Section 17.7 of the SGAT provides for 45 days to prepare the price quote. This timeline must remain for the reasons stated above. Qwest can, however, agree to a new § 17.12, incorporating the “substantially similar” language. *Id.* at page 77.
390. In comments on § 18, AT&T questions why Qwest should have the right to audit CLECs. The reason is clear. Both Qwest and the CLECs currently engage in reciprocal exchange of traffic for local and access traffic, which generally is billed by the terminating party. Qwest has the same interests and concerns about the CLECs' billing accuracy and processes as CLECs have concerning those of Qwest. Therefore, the right to audit should be reciprocal. *Id.* at pages 78-79.
391. AT&T notes that § 18.1 states that an audit means a review of data relating to certain things like billing, provisioning, and maintenance. In AT&T's view, this scope is too narrow. It wants the right to audit other aspects of Qwest's performance, such as Qwest's handling of forecasts and LSRs. Qwest believes that the scope of the audit provision is appropriate. The dispute resolution process can be utilized for other questions regarding performance under the Agreement as well as the PIDs. AT&T's concerns about the treatment of forecasting information has been addressed in the discussion concerning the nondisclosure section of the SGAT (§ 5.16) as well as in other workshops. AT&T's concern about confidential handling of LSRs also is addressed by these nondisclosure provisions. *Id.* at page 79.
392. AT&T's proposal in § 18.2.4 for a “calendar year” audit basis would deny a potential second audit if a problem was found near the end of a calendar year, but is not particularly objectionable to Qwest. Qwest does not object to more frequent audits under

the circumstances to which AT&T refers, but any audit language must be reciprocal to give both parties equal audit rights. When both parties have equal and reciprocal audit rights, the tendency of one party to request an unreasonable number of audits is self-policing. *Id.* at pages 79-80.

393. AT&T notes that § 18.2.7 limits the audit to transactions that occurred in the last 24 months and submits that this time period is insufficient. Instead, it arbitrarily suggests that the appropriate period of time is three years. Two years is the time period that Qwest uses for determining how far back it can bill to collect payment of interstate charges. The FCC and the industry have accepted this period. Two years is a reasonable time to discover a problem and request an audit. *Id.* at page 80.
394. AT&T requests that § 18.2.8 be amended to add language to reflect that Qwest should reimburse a CLEC for its expenses in the event that an audit finds that an adjustment should be made to the charges. The costs of the audit should be borne by the requesting party since it is initiating the action. Also, AT&T's proposed language does not make clear whether the "aggregate" AT&T wants to use to determine whether expenses should be reimbursed applies to each category listed or to the sum of the categories listed. Its proposal should be rejected. *Id.* at pages 80-81.
395. In § 18.2.9, AT&T questions why Qwest should have the right to agree to the independent auditor if the cost is to be paid by the CLEC. Because both parties will be impacted by the ultimate findings of the audit, and an audit imposes significant costs in terms of time and resources on both parties, even without the addition of AT&T's cost-shifting provision, both should agree upon the independent auditor. *Id.* at page 81.

396. AT&T requests that § 18.2.11 be amended so that the parties' disputes regarding audit results will be handled under the dispute resolution section of the SGAT. Qwest agrees to this change. *Id.* at page 81.
397. In response to XO's comments about § 19, Qwest agrees that Qwest's obligations to construct facilities have been addressed in another workshop. *Id.* at page 84.
398. Based upon the suggestion of another CLEC in other proceedings, Qwest is agreeable to modifying § 20 on Service Performance. *Id.* at page 84.
399. Contrary to AT&T's comments, Qwest's standards for determining when the SRP may be invoked are not vague, nor is the process ill-defined. For that reason, AT&T's suggested revisions to Exhibit F are not acceptable to Qwest. *Id.* at page 85.
400. AT&T expresses unfounded fear that CLECs will be penalized or lose time by submitting a Special Request that Qwest determines must be treated instead under the BFR process. Until Qwest has investigated a request, it may not know if the request qualifies as a Special Request or if it must go through the more detailed feasibility analysis described in the BFR process. An example would be if a requested switch feature is neither currently loaded on the switch for Qwest to activate nor available from the switch manufacturer to purchase and load. In that case, a more thorough technical analysis may be needed to determine if or how the capability could be made available. If Qwest determines that the request should have been submitted through the BFR process, Qwest will consider the BFR clock to have started upon receipt of the original Special Request application form, and will utilize any information uncovered during the initial review. The CLEC need not "go back to day one in the BFR process," as AT&T fears. *Id.* at pages 85-86.

401. AT&T comments that Qwest's definition of ICB, which appears in § 4.24(a), is too narrow and does not cover the uses for which is available under the SGAT. Qwest agrees and suggests adding the word “collocation” to the first sentence. *Id.* at page 86.
402. As is characteristic of its comments, AT&T fears the worst of Qwest and requests that Qwest develop and propose a process that outlines the steps and time frames that apply to a CLEC's request under an ICB provision. Qwest disagrees. By their very nature, services subject to an ICB provision are unique and not susceptible to uniform treatment. However, where ICB provisions apply to defined products with established quote intervals, Qwest is committed to identifying the ICB price or provisioning intervals within those quote time frames. If a CLEC fears that Qwest is dragging its feet, it can invoke the dispute resolution procedures in the Agreement. *Id.* at pages 86-87.
403. On June 6, 2001, James Allen filed rebuttal testimony on behalf of Qwest addressing the comments of AT&T and WorldCom regarding the CMP and § 12 of Qwest's SGAT. *Exhibit 6-Qwest-46.*
404. In response to AT&T concerns, Qwest acknowledged its commitment that within 45 days of closing a workshop, "it will update its technical publications, product catalog . . . and product documentation for CLECs to reflect the agreements made in the workshop" Qwest implemented a complete and comprehensive project to update and improve its documentation for CLECs. Qwest should complete that effort in the next several weeks and will send the new and improved documentation to CMP for review and input. *Id.* at pages 2-3.

405. AT&T notes that § 12.2.6 uses the term "Change Management Process," but then § 12.2.6.2 uses the term "CLEC Industry Change Management Process." Qwest acknowledges this inconsistency and will replace Co-Provider with CLEC for consistency within the SGAT. *Id.* at page 3.
406. AT&T also notes that the CMP initially was intended for systems and was later expanded to handle product, process, and technical publications. This is true and was made plain in Qwest's initial testimony. *Id.* at page 3.
407. AT&T cites a commitment Qwest made in the State of Washington. In the Washington workshop, Qwest committed to distribute certain CMP notices to all of the parties in the workshop. To date, there has not been any material that is required to be sent pursuant to the Washington workshop. Regardless, Qwest will produce at this workshop all materials circulated through CMP during the last six months, and it will send those documents to the service lists of the workshops. *Id.* at pages 3-4.
408. AT&T claims that the documentation in Qwest's testimony does not demonstrate that the Qwest CMP meets the FCC's requirements. The purpose of this workshop is to review § 12, not to conduct a factual evaluation of Qwest's CMP process, which is being evaluated in the ROC OSS test. *Id.* at page 4.
409. Section 12.1.1 commits Qwest to notify CLECs of changes to the electronic interfaces as technology evolves "consistent with this Section." AT&T requests that Qwest clarify this reference. Qwest will modify the stated reference to read "consistent with the provisions of the Change Management Process set forth in § 12.2.6." Qwest also accepts

WorldCom's request the last sentence of this section be modified to add "Qwest legacy systems improve, or CLEC needs require." *Id.* at page 14.

410. AT&T requests that Qwest add "interconnection services" to the first sentence of § 12.1.2. Qwest will make the change requested. AT&T also requests inclusion of service standards, measurements, and performance incentives. The ROC performance standards are set forth in § 20 of the SGAT, and Qwest will add a reference to § 20 in § 12.1.2. Qwest will comply with standards for access to OSS set forth in § 20. *Id.* at page 15.
411. In response to AT&T concerns, Qwest has added language in § 12.1.2 to clarify how it will disclose to the CLEC internal business rules and other formatting information necessary for efficient processing of requests and orders. *Id.* at page 15.
412. Also in § 12.1.2, AT&T requests that Qwest clarify what it considers the "reasonably foreseeable demand" that Qwest's OSS will accommodate. The SGAT language is clear and appropriate for a contractual document such as the SGAT. *Id.*
413. Qwest cannot accept WorldCom's proposed revisions to the language of § 12.1.2. *Id.*
414. AT&T inquires what Qwest requires for an LSR to be complete and accurate, as specified in § 12.2.1. Products and services are ordered through standard industry guidelines produced by the Ordering and Billing Forum (OBF). In order to have a "complete and accurate" LSR, CLECs need to complete the appropriate fields within the LSR, according to the EDI Developer Worksheets. WorldCom requests that Qwest document where

variations to the OBF may exist. Qwest has revised § 12.1.2 to add this commitment. *Id.* at pages 16-17.

415. WorldCom requests the inclusion of IIS in § 12.2.1. IIS is a tool used internally by Qwest to manage fax requests. It is not an interface offered to CLECs. *Id.* at page 17.
416. In response to AT&T's proposed language addition to § 12.2.1.2, Qwest states it is interested in having such discussions with CLECs, and welcomes having them through CMPAGE. Qwest has developed line sharing and dark fiber unbundling in collaboration with CLECs. However, Qwest cannot agree to the language, as its internal legacy systems sometimes require deviation from OBF guidelines. *Id.*
417. WorldCom and AT&T have requested that Qwest replace the functionality language in § 12.2.1.4. Qwest believes functionality is best discussed and presented in systems user guides, and not in the SGAT, as functionality is regularly being changed and enhanced. Inclusion of specific systems functionality could restrict Qwest from adding or enhancing existing systems functionality. *Id.* at pages 17-18.
418. Both WorldCom and AT&T address § 12.2.1.5.3 Dial-Up Capabilities, and both request additional language. Qwest proposes modifying this section to incorporate both AT&T and WorldCom's comments. *Id.* at page 18.
419. WorldCom requests in §§ 12.2.1.6.1 and 12.2.1.7 that Qwest provide any exceptions to the ASR process to CLECs. Qwest will add WorldCom's language, clarifying that OBF provides guidelines, rather than standards. *Id.* at pages 18-19.

420. AT&T has proposed a new section, 12.2.1.10. Qwest is willing to develop a joint contingency and disaster recovery plan and requests that AT&T make a CR to be discussed in the CMPAGE. Qwest will add the language requested as § 12.2.1.8. *Id.* at page 19.
421. WorldCom requested “IMA” be inserted in 12.2.2.1. IMA does not provide maintenance and repair functionality. *Id.*
422. Qwest is willing to accept AT&T’s modification to § 12.2.2.1. *Id.*
423. WorldCom questions why Qwest has removed §§ 12.2.2.3 and 12.2.2.4. Qwest has removed the specifications because they are provided either in the Electronic Bonding Trouble Administration Joint Implementation Agreement or in the CEMR User Guide. Technical specifications should be included in supporting documentation rather than the SGAT. *Id.* at page 20.
424. Qwest cannot agree to either one of AT&T’s requests for §§ 12.2.3.1 through 12.2.3.3. It is unreasonable to expect that systems can be available 24 hours a day, seven days a week, as substantial daily and weekly maintenance activities are required. In addition, certain circumstances require scheduled maintenance during normal operational hours, such as during NPA split activities that require systems unavailability for an entire weekend. In cases of scheduled downtime, Qwest will notify CLECs pursuant to any PID requirement. *Id.* at page 20.

425. AT&T requests two different notification time frames: 15 days in § 12.2.3.2 and 10 days in § 12.3.10.2. In PID discussions, Qwest has committed to 48-hour notice. *Id.* at page 21.
426. WorldCom requests that modifications to CRIS billing guidelines be documented in § 12.2.4.2. Qwest will add WorldCom's language, clarifying that OBF provides guidelines, rather than standards. *Id.*
427. AT&T has requested that Qwest provide reports on both Interim Number Portability (INP) and Local Number Portability (LNP) in § 12.2.5. At this time, Qwest is able to provide INP reports, but not LNP reports. *Id.* at page 21.
428. AT&T requests the inclusion of "Billing" to "Completion Report" in § 12.2.5.2.5. If Qwest changed the title to "Billing Completion Report," Qwest believes that then CLECs would interpret that report to mean that Qwest has completed billing, whereas all that has completed is the service order. *Id.* at page 21.
429. WorldCom questions what is intended by the phrase "with existing inter-company agreements" in § 12.2.5.2.3. Qwest has several billing and collection agreements in place, in accordance with the SGAT, to handle these functions. *Id.* at page 22.
430. Qwest does not accept WorldCom's modification to § 12.2.5.2.4(a) to change "Number Portability" to "Local Number Portability" because Qwest is unable to provide this information for LNPAGE. Qwest does accept WorldCom's request to add UNE-P under § 12.2.5.2.4(e), but with "for POTS" added to the end. *Id.* at page 22.

431. WorldCom identified an outdated URL in § 12.2.5.2.7. As amended, the URL should be: <http://www.qwest.com/wholesale/clecs/index/html>.
432. WorldCom requests changes to § 12.2.6 -- Change Management. Qwest accepts the suggested comments in paragraph 1. *Id.* at page 23.
433. WorldCom claims in § 12.2.6.2 that Qwest allows itself six months for systems, whereas CLECs are given three weeks to develop their side of the interface. This is not true. Qwest keeps at least two versions of EDI active at any period of time, and Qwest does not retire an EDI version for at least six months following a new release. Thus, EDI CLECs have at least six months to develop their side of the interface. While they are using a specific interface, such as IMA 6.0, they receive the coding information at least four months before a new release is implemented. *Id.* at page 24.
434. Regarding § 12.2.7, AT&T requests clarification on what is required to complete a New Customer Questionnaire. The New Customer Questionnaire has several fields, specific in nature. In that questionnaire, Qwest is clear as to what fields need to be complete. The questionnaires were being discussed during the UNE workshops. *Id.* at page 24.
435. Qwest accepts the modifications proposed by AT&T for §§ 12.2.7.1 and 12.2.7.2. *Id.* at page 25.
436. AT&T presents two comments related to § 12.2.8. First, AT&T states "Qwest should affirmatively state that it will use all reasonable efforts and provide sufficient support and personnel to ensure that issues that arise in migrating to the new release are handled in a

timely manner." Qwest accepts this language, with the inclusion of a reciprocal obligation on behalf of the CLEC in § 12.2.9. *Id.* at page 25.

437. AT&T also asks for clarification regarding when a CLEC is precluded from certifying to a version of an interface that is not the most current. Qwest guidelines for migration/implementation are listed in the Qwest EDI Implementation Guide. *Id.* at pages 25-26.
438. Qwest does not accept WorldCom's requested language change in § 12.2.8.3 because it changes the intended meaning of this paragraph. *Id.* at page 26.
439. WorldCom requests changes to § 12.2.9.1. WorldCom has not provided any rationale for modifying the language, and, as Qwest believes this to be a collaborative process, Qwest does not accept this language. *Id.* at page 26.
440. AT&T requests Qwest add into § 12.2.9.2 that Qwest will provide "Train-the-Trainer" curriculum and structure. Qwest will modify § 12.2.9.2 to address such training. The appropriate channel for this request is through the CMP and not through SGAT language. *Id.* at page 27.
441. AT&T requests modification to § 12.2.9.3 by including "and a test bed of test accounts that can be used in the testing environment." The language of § 12.2.9.3 accurately describes the test environment being developed by Qwest. Qwest accepts the WorldCom proposed language for this section. *Id.* at page 27.

442. Qwest accepts AT&T's language modification in § 12.2.9.3.1. Qwest is already performing Connectivity Testing prior to the implementation of changes that Qwest makes. *Id.* at page 27.
443. AT&T has requested that Qwest add the phrase "process them within the Qwest OSS and legacy system" to § 12.2.9.3.2. This year, Qwest discussed the testing environment and presented alternatives to the CMP participants for comments, and voting. The CMP requested that this testing environment not work through the production systems. Therefore, Qwest cannot accept this proposed language. Qwest accepts all other language as proposed by AT&T. *Id.* at page 27.
444. Under Interoperability Testing, § 12.2.9.3.3, AT&T requests that the following language be added: "All interoperability pre-order queries and orders are subjected to the same edits as production pre-order and order transactions." Qwest will add this language. Qwest also accepts the language proposed for § 12.2.9.3.3 by WorldCom. *Id.* at pages 27-28.
445. Qwest accepts AT&T's proposed changes to § 12.2.9.3.4. *Id.* at page 28.
446. Qwest accepts AT&T's proposed changes in § 12.2.9.3.5 with the following alteration: Qwest will allow CLEC a reasonably sufficient amount of time during the day and a reasonably sufficient number of days during the week to complete certification of its business scenarios consistent with the CLEC's business plan. In this paragraph, Qwest also suggests an equivalent modification to the last sentence. Qwest will accept WorldCom's proposed language with the following modification: "Qwest will make

reasonable efforts to accommodate CLEC schedule." Qwest sees no need to delete the next sentence that WorldCom suggests deleting. *Id.* at page 28.

447. AT&T has requested clarification on three points in § 12.2.9.3.3. To respond, provisioning is a result of certification; maintenance & repair functions are defined in the Electronic Bonding-Trouble Administration (EB-TA) Joint Implementation Agreement (JIA), attached to Qwest's testimony as Exhibit JHA-2; and "valid Qwest data" are responses as defined in developer worksheets and user guides. Qwest does not believe that further clarification is necessary in the SGAT. *Id.* at page 28.
448. In § 12.2.9.4, AT&T requests clarification as to why CLECs are required to agree upon business scenarios. Qwest requires agreement on the scenarios to be tested to ensure that the CLEC is meeting the Qwest required minimums and that the CLEC has a working interface before placing it into production. Qwest currently allows for serial or parallel implementations. If a CLEC is unable to recertify before the release retirement date, the CLEC will need to use the IMA GUI for order submission until the EDI upgrade is complete. *Id.* at pages 30-31.
449. Qwest accepts WorldCom's request for language modification in both §§ 12.2.9.4 and 12.2.9.4.1. *Id.* at page 31.
450. WorldCom inserts a question in § 12.2.9.5. To respond, Qwest requires re-certification on any newly implemented or significantly changed products or services. *Id.* at page 31.
451. Qwest does not accept the requested WorldCom change in § 12.2.9.6. *Id.* at page 31.

452. Qwest accepts WorldCom's suggested language in 12.2.9.7 with the following minor modification from "stand alone test and" to "stand alone test and/or." *Id.* at page 31.
453. Both WorldCom and AT&T request clarification on the word "guidelines" in § 12.2.9.9. The guidelines are presented in either the EB-TA JIA, for those having a computer-to-computer interface, or in the CEMR User Guide, for those accessing repair functions via a human-to-computer interface. *Id.* at page 32.
454. Qwest has added § 12.9.9.10 to incorporate the reciprocal obligation suggested by AT&T in § 12.9.8. *Id.* at page 32.
455. AT&T requests that Qwest include the prior language in § 12.2.10 – CLEC Support. The removal of this language in the SGAT is consistent with the removal of the IMA functionality language previously discussed in § 12.2.1.4. Qwest does not believe the language is appropriate to include in the SGAT. *Id.* at page 32.
456. WorldCom requests that an escalation list will be provided in the SGAT. Qwest cannot commit to that at this point and requests that WorldCom request this list through the CMP, the appropriate mechanism for requesting a change of this type. *Id.* at page 32.
457. On June 6, 2001, Barry Orrel filed rebuttal testimony on behalf of Qwest addressing WorldCom and AT&T's Comments on SGAT § 12.3 concerning Maintenance and Repair. *Exhibit 6-Qwest-2*. On June 11, 2001, Qwest submitted an errata filing of Mr. Orrel's testimony because the original affidavit did not incorporate language changes meant to clarify Qwest's position. *Exhibit 6-Qwest-3*. In addition, language changes to

§ 12.3 were not included in the SGAT Lite which was filed with James Allen's testimony. A substitute SGAT Lite was filed with Mr. Orrel's errata testimony.

458. As an initial matter, Mr. Orrel stated that Qwest presented substantial audited performance data showing that Qwest is providing CLECs with outstanding maintenance and repair service. AT&T would like to brush this data off as if it is unimportant. The failure of AT&T to present such data should be seen for what it is – Qwest is providing maintenance and repair at an acceptable level of quality, and AT&T has no data to controvert that fundamental truth. *Id.* at page 1.
459. WorldCom placed language in § 12.2.2.1 that states Qwest will not close a trouble request prior to notifying the CLEC that trouble was cleared. From a design or complex services perspective, this is Qwest's process. However, for non-designed services, *e.g.*, resold POTS, trouble reports do not follow this process and are closed prior to CLEC notification. These processes are consistent with retail services and, therefore, provide substantially similar maintenance and repair service to CLECs. As a result, Qwest cannot accept this proposed language. Moreover, the audited PIDs, which will be attached as an Exhibit to the SGAT § 20, define when a trouble tickets is closed; thus, the language is unnecessary. *Id.* at page 2.
460. AT&T proposes changes to §§ 12.3.1.1, 12.3.1.2, and 12.3.1.3 to address communication of trouble report status as well as missed repair appointments and proposes a one-hour time frame for reporting missed appointments. Qwest already has a performance measure – MR-9 – that tracks whether Qwest meets its repair commitments. Similarly, in contracts and the PIDS, Qwest agrees that it is obligated to provide CLECs with

maintenance and repair service of substantially the same quality as it provides for its own retail services. Qwest provides CLECs with mediated access to its maintenance and repair systems through CEMR. CEMR provides real-time status of trouble reports for POTS and design type services. CLECs can verify status of a trouble report at any time that the electronic bonding gateway is available. Therefore, application of a one-hour limit on notification of missed commitments is arbitrary and has no basis in the industry. Therefore, Qwest does not agree to make this change. *Id.* at pages 2-3.

461. Qwest agrees to replace the word “itself” with “its retail services” in § 12.3.1.1.

462. AT&T requests in all three sections that maintenance and repair parity treatment extend beyond Qwest retail services and include any other party. Qwest objects to this request because it is too ambiguous to enforce in a Qwest/CLEC business relationshippage Qwest tracks its performance as defined by the ROC PIDs. Those ROC PIDs will become an exhibit to the SGAT and will be specifically included by reference; as a result, this change is simply not acceptable. *Id.* at pages 3-4.

463. AT&T asks that § 12.3.1.3 be changed such that Qwest perform maintenance and repair services on a “first come, first served” basis. Qwest does use best efforts to perform all repair services on a first-in, first-out basis; however, AT&T’s proposal doesn’t recognize that trouble tickets may have different priorities assigned to them. These priorities are based on the severity of the trouble. For example, an out-of-service condition will result in a higher priority than a trouble ticket for excessive noise on a POTS line. Moreover, it is not always prudent, wise, or realistic to manage repair on a first-come, first-served basis, especially when a dispatch is required. Dispatch requires coordination of effort to

maximize use of a technician. It would not be wise to go from home 1 to home 3 because that was the order in which the troubles were received, when home 2 was directly between the two. Good business sense says otherwise. *Id.* at page 4.

464. WorldCom proposes maintenance and repair language for branding § 12.3.2 that provides CLECs the ability to direct Qwest to use a CLEC brand when interfacing with the end-user customer on the CLEC's behalf. This language harkens back to 1996 when the CLECs asked Qwest to brand their trucks, shirts, and hats. This is simply not practical. This request was soundly and uniformly rejected in the past. Qwest will, however, agree to use branded forms. Additionally, Qwest's SGAT language provides that, if not directed by the CLEC to provide branded forms, Qwest will use unbranded forms for CLEC end-user maintenance and repair interfaces. *Id.* at page 5.

465. WorldCom's proposed language also provides CLECs with the ability to provide or review all customer materials provided by Qwest to CLEC customers including forms, business cards, or other business materials. This requirement is unnecessary as Qwest will either leave branded, if requested to do so, or unbranded forms with end-user customers. Requiring Qwest to manage and distribute the different types of forms used by CLECs and subjecting Qwest to review and approve forms it leaves with customers is intrusive upon Qwest operations and goes well beyond Qwest's § 251 obligations. Qwest, however, will commit to having CLEC impacting maintenance and repair forms processed through CMP to provide a mechanism for review prior to making changes to such forms. *Id.* at pages 5-6.

466. WorldCom also requests that Qwest not discuss CLEC products and services with CLEC subscribers, and provide CLECs with methods, procedures, and training to be used by Qwest to enforce branding requirements. Qwest agrees to the addition of §§ 12.3.2.3, 12.3.2.4, and 12.3.2.5 as proposed by WorldCom with one exception. In § 12.3.2.4, Qwest proposes deletion of “training and approaches.” The training materials are simply an administrative hassle and not necessary when CLECs such as WorldCom obtain the methods and procedures. The use of the word “approaches” is too vague to include in a contract. *Id.* at page 6.
467. AT&T requests clarification on how § 12.3.3 operates in relation to § 5.1.3 – the provision in the SGAT that prohibits parties from interfering with the other’s services. Section 12.3.3 provides much more definition and specificity regarding the conditions for “Impairment of Service” in the context of maintenance and repair activities than does § 5.1.3. *Id.* at pages 6-7.
468. AT&T states that Qwest has no right to arbitrarily disable circuits of other carriers, including those of CLECs, and requests clarification on what may trigger such activity. The definition for “Impairment of Service” is provided in § 12.3.3.1. The four criteria described in the definition fit the categories of disruption of service, physical damage to network facilities, safety, and privacy invasion. In the context of § 12.3.3.2, Qwest will not arbitrarily disable a carrier’s facilities. Qwest will only disable another carrier’s facilities if one of the four Impairment of Service conditions applies, and, then, only after prior notification as is stated in § 12.3.3.2. Finally, the basis for this language extends directly from Colorado state tariffs (Access Service Tariff § 2.2.1). As such, these

interference or impairment rules are applicable to Qwest's own retail end users. *Id.* at page 7.

469. The meaning of the last sentence in § 12.3.3.2 is simply that the Impaired Party has the right, failing good faith negotiations, to temporarily discontinue the use of any facility affected by the Impairment of Service condition. This capability is reciprocal in that the Impaired Party can be a CLEC or Qwest. Taken in this context, it is the Impaired Party that makes the decision to discontinue the use of a facility or circuit. Therefore, AT&T's assertion that the Impaired Party is harmed in any way by this section of the SGAT is false. *Id.* at page 7.

470. AT&T expresses concern about Qwest's ability in § 12.3.4 to charge for maintenance and repair activities performed on behalf of the CLEC that is determined to be a problem in the CLEC or end-user-owned portion of the network. Qwest believes that the CLEC has the obligation to isolate trouble for its end users to the Qwest network before passing a trouble report to Qwest. Network demarcation points are provided for all Qwest UNEs for the purpose of test access. These test access points provide CLECs with the capability to isolate trouble either to the CLEC network, the Qwest network, or the end-user-owned portion of the network. If the CLEC chooses not to perform trouble isolation activities before passing a trouble report to Qwest and Qwest then isolates trouble to the CLEC network, Qwest should have the ability to recover costs associated with this work. *Id.* at page 8.

471. WorldCom requests that the reference to the Exchange and Network Service Catalog be replaced with "cost docket" in § 12.3.4.1. While the rates for Maintenance of Service

charges for specific products will be developed in state cost dockets, the reference to the Exchange and Network Services Catalog and Exhibit A is appropriate. The Maintenance of Service charge is a trouble isolation charge to be applied as referenced in Exhibit A of the SGAT. Qwest, therefore, objects to the inclusion of a cost docket reference in § 12.3.4.1. However, parenthetical comments included by Qwest in §§ 12.3.4.1 and 12.3.4.2 are to be removed. *Id.* at page 8.

472. AT&T asserts that Qwest should perform line tests for CLEC end users under the same terms and conditions as Qwest does for its own end users where technically feasible to do so. Qwest agrees with this statement. Qwest disagrees, however, with AT&T's claim that it must have access to line test results in the same manner as Qwest provides its own personnel and WorldCom requests test results be provided for manually generated trouble tickets. Qwest is required to provide to the CLECs the same information that it provides to its retail customers. Qwest does not provide test results from maintenance and repair activities to its retail customers. Therefore, it is inappropriate to require more than parity. *Id.* at page 9.

473. AT&T also asserts that Qwest does not provide parity and nondiscriminatory treatment in terms of its obligation to provide access to OSS functions that support the CLECs' modes of entry. The *SWBT Texas 271 Order* cited by AT&T provides for substantially the same information in terms of quality, accuracy, and timeliness, not direct access to OSS. Qwest meets this requirement by providing test capability in its electronic bonding gateway that may be used by CLECs at their discretion. Therefore, with the exception of a minor clarification in § 12.3.6.1, Qwest believes that §§ 12.3.6.1, 12.3.6.2, and 12.3.6.3 meet or exceed its testing requirements. *Id.* at pages 9-10.

474. WorldCom requests clarification from Qwest regarding § 12.3.6.1 where Qwest states it may perform tests on an end user's line at its discretion. An example of such activity is proactive maintenance. Qwest may subject end-user circuits such as POTS to periodic tests to identify degrading performance parameters prior to receiving a trouble notification from a customer. *Id.* at page 10.
475. WorldCom also, in reference to § 12.3.6.4, states "Qwest inability to test unbundled network elements does not provide for Qwest to validate that the provisioned service is maintenance free." Qwest is capable of testing UNEs. The issue here is one of system capability versus manual repair procedures. Qwest, again, asserts that CLECs should be capable, and indeed willing, to isolate trouble to ensure proper and timely disposition before passing a trouble to Qwest. *Id.* at page 10.
476. AT&T and WorldCom argue that Qwest should insert language into § 12.3.8.1.5 that prevents Qwest from marketing to misdirected maintenance and repair call. Qwest agrees that misdirected repair calls should be redirected to the appropriate party for trouble resolution. However, Qwest disagrees with AT&T and WorldCom that a CLEC end-user customer inquiry directed to Qwest regarding Qwest products and services should be turned away simply because the customer is served by another carrier. AT&T's language seems to prevent the end-user customer from freedom of choice. Therefore, Qwest proposes language for § 12.3.8.1.5 that includes agreed-upon language extracted from § 6.4.1. Additionally, the issue of misdirected repair calls is addressed in the escalations website. This issue has already been briefed in both the resale and UNE-P sections. There is no need to address it again. Once the Commission decides the issue once, it should have determined it once and for all. *Id.* at pages 11-12.

477. In its comments about § 12.3.9, AT&T requests clarification of what Qwest's thresholds are for major outage and restoral notification. The FCC defines major outages to include call blocking, fire related incidents, E911 and PSAP failures, and failure of special facilities such as FAA major airport and air traffic control. Thresholds for FCC required major outage reporting are specified by the FCC. Qwest also provides its retail customers and CLECs with abnormal condition reporting that includes the following events and thresholds:

- Greater than 5,000 Network Access Lines (NALS) affected
- Greater than 5,000 blocked calls
- Total radio transmission failures
- Full DS3 or larger
- Total DCS or Multiplexer failures
- Fire or explosion affecting end user service
- SHARP, SHNS, or NET21 failure
- Greater than 5 minute switch initializations with greater than 5,000 NALS
- Greater than 5 minute dual A-Link failures with greater than 5,000 NALS
- Multiple dual A-Link failures in the same day or chronic failures
- Any DS3 or greater where Qwest is responsible for maintenance
- A chronic problem or repeat of the same problem in the same equipment
- Greater than 4,000 blocks of AMA (1 block equals 20-25 calls)

E-mail notification of major outage events for CLECs is accomplished using the identical process in manner and frequency as is used for Qwest retail customers with one exception. Qwest withholds proprietary information such as customer name in its e-mails to CLECs. The e-mail notification provides CLECs with notification of a major outage anywhere in the Qwest 14-state incumbent local exchange network, assuming the CLEC has an interconnection agreement with Qwest in each of those states. E-mail notification takes the form of an initial abnormal condition report, updates to the initial report, and a final report that includes restoral time frames and failure cause. *Id.* at pages 12-13.

478. WorldCom proposes changes that would significantly expand Qwest's obligation for network outage reporting to any outage event. Qwest disagrees that it has a legal requirement to provide network outage information to CLECs that goes beyond that which Qwest provides to its own retail customers. WorldCom also suggests minor modifications to § 12.3.9.1 that Qwest agrees to make. *Id.* at pages 13-14.
479. Concerning § 12.3.10, AT&T requests additional specificity be added to selected CLEC or CLEC end user affecting scheduled maintenance in terms of a 10-day minimum requirement for notification. Qwest objects to this requirement as it is arbitrary and goes beyond what Qwest provides to its own retail end users. *Id.* at page 14.
480. AT&T also suggests that Qwest add language that addresses "non-scheduled maintenance, testing, monitoring and surveillance activity that Qwest performs" that may impact CLEC or its end users as a new § 12.3.10.3. Qwest challenges the concept that it will always know "without limitation" that a CLEC or its end-user customer is involved in such non-scheduled maintenance activity. For example, proactive maintenance

activity intended to identify facility degradation before it becomes noticeable to the end user may be performed under circumstances where individual customers are not identified. AT&T's proposed language would result in an inadvertent violation of the SGAT in such circumstances. Therefore, Qwest proposes striking the words "without limitation" and adding "to the extent Qwest can determine" in this section. *Id.* at page 15.

481. WorldCom proposed elimination of the word "substantially" from § 12.3.10.1 is rejected by Qwest. This is the exact standard set by the FCC and this exact language has been accepted time and again in workshops throughout Qwest's region. *Id.* at page 15.
482. WorldCom also requests to add thresholds and notification standards described in § 12.3.10.2. Qwest rejects this request because, to the extent such standards exist, they should not be included in a contract. Industry standards should be developed and documented by the appropriate standards body. *Id.* at pages 15-16.
483. Qwest agrees to WorldCom's request to insert the word "identified" between "the" and "situation" in the last two words of the second sentence in § 12.3.11.1. *Id.* at page 16.
484. AT&T notes that Qwest should provide documentation of its escalation procedures regarding maintenance and repair in §12.3.12. Qwest has provided its maintenance and repair escalation procedures on a website which is already available to CLECs. WorldCom requested the phrase "substantially the same as" replace "based on" in § 12.3.12.1. Qwest agrees to this change. *Id.* at page 16.

485. WorldCom requests changes to § 12.3.13.1 that require Qwest to dispatch maintenance and repair technicians under the same circumstances as Qwest dispatches for itself. This is not appropriate language, as there are situations where Qwest would not dispatch for itself but a technician dispatch may be required for a CLEC. Additionally, Qwest's intent with this language is to commit to using the same dispatch schedule for Qwest retail and CLEC end-user customers alike. This section is not intended to address whether a technician will be dispatched. *Id.* at page 17.
486. AT&T argues that Qwest should not be allowed "in all cases" to charge a CLEC for dispatching a technician for repair purposes when the CLEC requested the dispatch. Qwest agrees. The intent of § 12.3.13.2 is to provide Qwest the opportunity to charge a CLEC for a CLEC requested dispatch when a dispatch was not required to clear the trouble. AT&T's language does not address the situation where the CLEC-requested dispatch results in trouble isolation to the CLEC network. Essentially, Qwest is performing trouble isolation on behalf of the CLEC and, in this example, should be allowed to recover costs associated with technician dispatch. Also, WorldCom requests the removal of the words "internal and" in the first sentence. The intent of this language is to allow Qwest to follow internal standards identified in its Tech Pubs which are based on external industry standards. Qwest, therefore, proposes adding the word "processes" after internal. *Id.* at page 17.
487. AT&T also raises the issue of Qwest's ability to change operational processes as described in § 12.3.13.3 and questions how notification of such changes will be provided. AT&T proposes that changes to Qwest's operational processes be subject to CMP so that CLECs have input to changes. Qwest disagrees that it is required to subject all of its

operational procedures to CLEC scrutiny. Not all Qwest operations processes directly impact CLECs or relate to parity comparisons between Qwest retail and wholesale operations. Qwest, therefore, proposes language requiring that changes to “CLEC affecting” processes would be subject to CMPAGE *Id.* at page 18.

488. WorldCom further proposes that the phrase “for which CLEC will not be liable” be added to the first sentence. Subloop UNEs are processed using POTS provisioning and repair process and, therefore, the proposal by WorldCom would preclude Qwest from recovering such repair related costs. Thus, this proposed change is unacceptable. *Id.* at page 18.

489. Qwest agrees with AT&T that § 12.3.13.4 is repetitive and should be removed. *Id.* at page 18.

490. WorldCom suggests the inclusion of the telephone number for manual trouble reporting in § 12.3.14. Qwest rejects this proposal as this section addresses electronic reporting and this issue is already addressed in § 12.3.3.4. *Id.* at page 19.

491. Section 12.3.15 addresses maintenance and repair intervals and states that similar trouble conditions shall receive similar commitment intervals. AT&T requires that Qwest provide CLECs with the “same” and WorldCom requests the word “parity,” rather than “similar,” commitment intervals as it provides for its own end users and affiliates. This issue was already addressed at the ROC; therefore, Qwest will add the phrase “repair intervals as set forth in § 20.” This specifically will incorporate the retail parity repair performance metrics (as defined by the ROC) into the SGAT. *Id.* at page 19.

492. AT&T requests that Qwest provide more detailed information regarding its jeopardy management process in § 12.3.16. AT&T asks if Qwest provides the same notice to CLECs as it does for itself and its end users for missed commitments. Qwest provides CLECs substantially the same notice (manner and timeliness) for missed commitments that Qwest provides for its own end users. AT&T also asks how and when missed commitment notice will be given to CLECs and how this compares with Qwest's retail processes. Qwest technicians use the same maintenance and repair jeopardy reason codes in the same OSS for Qwest retail customers as it uses for CLEC customers. *Id.* at pages 19-20.
493. Qwest agrees to WorldCom modifications for § 12.3.16.1. *Id.* at page 20.
494. In its comments concerning § 12.3.17, AT&T ignores the fact that CLECs have the capability to isolate trouble within their networks. That is, CLECs have test access points within their networks to perform trouble isolation activities. If no trouble is found within the CLEC network and any network facilities on the end-user customer side of a network demarcation point, it can be assumed that trouble lies elsewhere (*i.e.*, the Qwest network). Therefore, a CLEC does not need access to Qwest trouble isolation capabilities in order to perform trouble isolation. However, Qwest does agree to AT&T's proposed language addition of "to the extent possible" to § 12.3.17.1. *Id.* at page 20.
495. Qwest rejects AT&T's proposed SGAT language addition to § 12.13.17.1 geared to provide nebulous test capability that may or may not aid CLECs with trouble isolation. *Id.* at page 21.

496. Qwest agrees to substitute the word “may” for the word “will” in § 12.3.17.2. *Id.* at page 21.
497. WorldCom suggests the elimination of § 12.3.17.1 as, “Qwest edit rules should not allow for the submission of a non-Qwest owned trouble report.” The purpose of this section, however, is to provide CLECs with the expectation that trouble isolation occurs before a trouble is reported to Qwest. This section has nothing to do with facility ownershippage *Id.* at page 21.
498. AT&T requests that Qwest provide completion notification for manually reported troubles within one hour of completion and provide immediate status change notification for troubles reported via electronic bonding. Qwest already provides CLECs with the option of receiving status change notifications through the electronic gateway with CLECs. Qwest objects to the imposition of a one-hour time requirement for reporting completions on manually reported troubles. This is an arbitrary limitation that does not have a basis in the industry. WorldCom, too, suggests language that Qwest report repair completion as “timely as it would its own end-users.” Qwest proposes language for § 12.3.18.1 to address this issue and accepts AT&T’s proposed language for electronically reported trouble. *Id.* at page 22.
499. Section 12.3.19 addresses CLEC responsibilities and Qwest personnel behavior when performing repair service for a CLEC. WorldCom suggests the section title be changed to “End User Responsibilities.” Qwest rejects this proposal because this section does not address end-user responsibilities. AT&T requests examples of training material provided to Qwest personnel that addresses nondiscriminatory behavior. Qwest provided an

excerpt from its Code of Conduct (page 16-17) that addresses this issue under the heading of “Our Competitors.” *Id.* at pages 22-23.

500. AT&T requests that a new § 12.19.3 be added to recognize the CLEC as the customer of record and sole point of contact for repair end-user interface. It is implied in this language that an end user has only one CLEC providing services to it. This is not the case for services such as line sharing and line splitting, for example. For similar reasons, the definition of the term “customer of record” is at impasse in other workshops. Therefore, Qwest cannot agree to this addition. *Id.* at pages 23-24.
501. WorldCom requests that Qwest answer manually reported repair calls with the same quality and speed as Qwest answers calls from its own end users. The parity test for this activity is “substantially the same” quality and timeliness. Qwest disagrees with this change. *Id.* at page 24.
502. Section 12.3.23 speaks to maintenance windows applicable to major switch maintenance. AT&T requests clarity regarding what constitutes major switch maintenance and when such activity would be performed outside of the defined maintenance window. Major switch maintenance can occur for many reasons. Examples include switch conversions, switch equipment repair, and software upgrades or fixes. This activity is scheduled in maintenance windows if there is risk of customer service impact. Activity that does not risk customer service, addition of non-integrated equipment, for example, would be scheduled during normal business hours. Also, emergency situations resulting in service interruption would be done immediately and may not fit into a defined maintenance window. *Id.* at page 24.

503. AT&T also requires Qwest to provide CLECs with notification of switch generic software upgrades as well as “quiet periods” in advance of such activity. While AT&T provides insufficient information to address the specific issues raised in its testimony, § 12.3.23.4 already addresses this issue by providing a website for Qwest’s ICONN database for this purpose. Quiet periods, also called moratoriums or embargoes, are placed on local exchange carrier switches for switch conversions or hardware upgrades, for example. Information relating to switch conversions can be obtained from the ICONN database. Additionally, Qwest’s Network Disclosure website provides CLECs with moratorium information. This information is posted as soon as Qwest issues an engineering job to support the maintenance activity. This information can be provided as long as a year in advance. Moratoriums can occur for different time intervals depending on the activity involved. For example, quiet times are declared for switch conversions the Monday before the conversion and extends until the Friday after the conversion. Trunks connected to a switch are embargoed 45 days before and extends five days after a switch conversion. Such embargoes may also extend beyond these standard intervals if problems occur during the switch conversion necessitating extensions that may last as long as 45 days after the conversion. Embargoes for specified activities are common practice in the industry and are applied to CLECs and Qwest retail customers alike. *Id.* at pages 24-25.

504. WorldCom requests minor modification to § 12.3.24. Specifically, in §§ 12.3.23.1 and 12.3.23.2, WorldCom deletes the first word, “Generally.” This word is appropriate in this context as there are conditions, outlined above, where major switch maintenance may be performed outside of normal maintenance windows. WorldCom also requests new

IMA hours be reflected in the maintenance language. This request is inappropriate as Qwest maintenance windows are not in any fashion related to IMA. Finally, WorldCom adds language to § 12.3.23.3 that allows for prior notification for maintenance activities that could impact CLECs. This issue was already addressed in § 12.3.10.3 and need not be included here. *Id.* at pages 25-26.

5. Principal Workshop Discussions and Resolution

505. As previously noted, Workshop 6 encompassed issues pertaining to GT&Cs, including OSS and Maintenance and Repair (M&R) Functions, CMP, the BFR process, and the SRP. These issues are not checklist items, *per se*. However, GT&C issues generally are common to a number of checklist items, and were deemed to be most effectively and efficiently addressed in an overarching framework encompassing Workshops 1 through 5. By their very nature, GT&C issues involve considerations that are directly linked to successful implementation of the 14 checklist items, and, as such, agreements reached during the course of negotiations between the parties in Workshop 6 are deemed to be an integral part of that process. In addition, other issues had been deferred from previous workshops to be considered in Workshop 6.
506. Workshop 6 commenced on June 19, 2001. The first session of this workshop continued through June 22, 2001. A follow-up session was held on August 21 through August 23, 2001. Issues addressed were four principal categories, corresponding to the Colorado Issues List provided in Appendix A, namely, GT&C, OSS, M&R, and CMPAGE. Issues pertaining to the BFR process and the SRP are addressed within the context of GT&C and are integral with GT&C proceedings.

507. Section 5 of the report summarizes the workshop discussions and resolutions in Workshop Issue Identification Number sequence for ease of readability, even though this was not necessarily the actual sequence of the workshop discussions.

5.1.1. Principal Workshop Discussions and Resolution Associated with General Terms and Conditions Issues (including BFR and SRP)

508. Testimony and comments related to GT&C issues were provided primarily by Mr. Brotherson of Qwest as its witness; Ms. Hughes of Qwest as its attorney; Ms. Friesen and Mr. Menezes of AT&T as its attorneys; Mr. Hydock of AT&T as its witness; Mr. Dixon of WorldCom as its attorney; Ms. Waysdorf of XO as its attorney; Ms. Bewick of New Edge as its attorney; Ms. Doberneck of Covad as its attorney; Mr. Zulevac of Covad as its witness; Ms. Jennings-Faders, Ms. Quintana, and Mr. Wendling of the Colorado Commission Staff.
509. **Workshop Issue No. GT&C-1 (G-1).** Proof of Authorization in the event of an allegation of an “unauthorized change.”
510. Qwest provided *Exhibit 6-Qwest-4* to clarify that certain portions of SGAT § 5.3 that paraphrased federal and state statutes and regulations regarding “slamming” were, in response to the CLECs’ requests, modified to incorporate applicable federal and state laws by reference (Colorado Workshop Transcript, June 20, 2001, pages 107-108).
511. AT&T stated that these changes had been requested because Qwest's original language included “a \$100 penalty for any party that failed to comply with the exact terms of the provision regardless of whether slamming actually occurred.” (Colorado Workshop

Transcript, June 20, 2001, pages 108-109). AT&T opined that federal and state rules pertaining to slamming were sufficient safeguards, and Qwest did not need to develop its own remedies beyond what federal and state protections afforded (Colorado Workshop Transcript, June 20, 2001, pages 108-109).

512. WorldCom concurred with AT&T and stated that, in addition to AT&T's arguments, it disputed the \$100 penalty "because it was not cost-based." (Colorado Workshop Transcript, June 20, 2001, page 109). In addition, WorldCom provided *Exhibit 6-WCom-31* for consideration in lieu of Qwest's language in SGAT § 5.3.2 as to providing of POA to other parties (Colorado Workshop Transcript, June 20, 2001, page 110).
513. In response to WorldCom's concerns with SGAT § 5.3.2, AT&T suggested inserting the phrase "in the event of an allegation of unauthorized change" after the phrase "parties shall make POAs available to each other upon request." (Colorado Workshop Transcript, June 20, 2001, page 110). Qwest concurred with AT&T's proposal. (Colorado Workshop Transcript, June 20, 2001, page 111). WorldCom testified that, with AT&T's proposal, it was satisfied with SGAT § 5.3.2 (Colorado Workshop Transcript, June 20, 2001, page 110).
514. WorldCom observed that, furthermore, other SGAT sections needed to be altered to be consistent with the changes to the POA provision. (Colorado Workshop Transcript, June 20, 2001, pages 111-112). Sections that WorldCom specifically cited included SGAT §§ 4.47, 6.4.7, 9.2.2.12, 9.2.4.2, 9.4.4.1.2, 9.15.3.4.3, 9.23.5.2, 10.1.3.8.2, and 10.4.2.18. (Colorado Workshop Transcript, June 20, 2001, page 111). Qwest indicated that it would make the necessary changes (Colorado Workshop Transcript, June 20, 2001, page 111).

515. The parties referred to the consensus understanding reflected in *Exhibit 6-Qwest-6* and agreed that issue G-1 was **closed**. The parties relied on the June 20, 2001 Colorado transcript as the record for issue G-1 (Colorado Workshop Transcript, August 21, 2001, pages 15-16).
516. **Workshop Issue No. GT&C-2 (G-2).** First-come, first-served, policy.
517. The parties agreed that issue G-2, pertaining to SGAT §§ 8.2.1.10 and 8.2.1.12, was resolved in the collocation workshop (Colorado Workshop Transcript, June 20, 2001, pages 114-116). WorldCom cited *Exhibit 2-WCom-5*, page 18 in that context. Parties agreed that the issue was **closed** (Colorado Workshop Transcript, August 21, 2001, page 16).
518. **Workshop Issue No. GT&C-3 (G-3).** Terms and Conditions for collocation.
519. The parties concurred that issue G-3 previously was resolved in the collocation workshop (Colorado Workshop Transcript, June 20, 2001, page 116) and the issue was closed (Colorado Workshop Transcript, August 21, 2001, page 16).
520. **Workshop Issue No. GT&C-4 (G-4).** Scope of Change Management Process (CMP).
521. CLECs contended that the CMP, enumerated in SGAT § 12.2.6.2, should be enlarged in scope. The parties agreed to **close** issue G-4 and defer the issue to the CMP review team for consideration (Colorado Workshop Transcript, August 21, 2001, page 16).

522. **Workshop Issue No. GT&C-5 (G-5).** Whether CLECs can adopt new Qwest product offerings without negotiating new SGAT or Interconnection Agreement terms and conditions.
523. Qwest testified that it proposed language for SGAT § 1.7.1 as provided in *Exhibit 6-Qwest-29*, Items 3 and 4, to the effect that any changes to the SGAT would go through the CMP process and be filed with the Commission. (Colorado Workshop Transcript, June 20, 2001, page 117). Qwest also affirmed that it would request the Commission to provide notice to all interested parties. (Colorado Workshop Transcript, June 20, 2001, page 117). Qwest added a provision that enabled CLECs to receive a new product under an “interim amendment” while the CLECs and Qwest negotiated a final amendment to the SGAT. (Colorado Workshop Transcript, June 20, 2001, page 118). Qwest agreed to implement WorldCom’s proposed changes to SGAT § 1.7.1.1, thus modifying the provision to read “no new product offering or existing template agreement or interim agreement will be construed to eliminate or add to any rates, terms or conditions.” Colorado Workshop Transcript, June 20, 2001, pages 118-119).
524. WorldCom inquired of Qwest as to whether CLECs would have to go through the CMP process and adopt an SGAT amendment every time Qwest changes a product offering -- even if the change were relatively minor. (Colorado Workshop Transcript, June 20, 2001, pages 120-121). Qwest responded that amendments to the SGAT are accomplished pursuant to § 252 of the Act and amendments to interconnection agreements are accomplished pursuant to the outlined amendment process (Colorado Workshop Transcript, June 20, 2001, page 121).

525. The Commission Staff asked Qwest what efforts it had made to train persons who actually process the orders to prevent misunderstandings regarding product changes. (Colorado Workshop Transcript, June 20, 2001, page 123). Qwest responded that it has product teams that specifically identify steps needed to communicate the necessary information to the relevant persons and that it has training programs for its account managers (Colorado Workshop Transcript, June 20, 2001, page 123).
526. The Commission Staff asked Qwest to explain the difference between the “template agreement” on Qwest's website and the SGAT (Colorado Workshop Transcript, June 20, 2001, page 130). Qwest replied that CLECs had generally used the template agreement, which is similar to the SGAT, as a starting point for negotiating an Interconnection Agreement (Colorado Workshop Transcript, June 20, 2001, pages 130-132). The Commission Staff asked Qwest whether its proposed SGAT § 1.7.1 created a situation where a CLEC with an existing Interconnection Agreement would be bound by terms and conditions taken from Qwest's template agreement that were never approved by the Commission (Colorado Workshop Transcript, June 20, 2001, pages 130-132). Qwest responded that while an amendment to the Interconnection Agreement was being negotiated, the CLECs would be bound by the terms and conditions drawn from the template agreement (Colorado Workshop Transcript, June 20, 2001, pages 131-132).
527. The Commission Staff noted that Qwest's proposed SGAT § 1.7.1 did not specifically state whether the terms and conditions associated with the template agreement would only be operative during the time between a new product offering and the approval of an SGAT amendment (Colorado Workshop Transcript, June 20, 2001, pages 132-133).

Qwest agreed to address the Commission Staff's concerns (Colorado Workshop Transcript, June 20, 2001, page 133).

528. XO asked Qwest whether its proposal required an amendment to the SGAT when the CLECs' requested terms and conditions differed from the template agreement (Colorado Workshop Transcript, June 20, 2001, pages 133-134). Qwest responded that an amendment to the SGAT was required if the CLECs wanted something that differed from the template agreement (Colorado Workshop Transcript, June 20, 2001, page 134). Qwest stated that its proposal was intended to allow CLECs to immediately order new products and services as part of an interim arrangement, since an amendment to the SGAT would take a significant amount of time (Colorado Workshop Transcript, June 20, 2001, pages 134-135). Qwest also stated that if the parties did not agree with the terms and conditions in the template agreement, the parties could negotiate an interim agreement that would govern until the final terms and conditions could be decided (Colorado Workshop Transcript, June 20, 2001, pages 134-138).
529. WorldCom stated that it wanted the ability to opt into an interim agreement, such as the template agreement, without foreclosing the option of negotiating new terms and conditions for the new product or service (Colorado Workshop Transcript, June 20, 2001, page 139).
530. XO asked Qwest whether the terms and conditions of the template would ever be approved by the Commission or incorporated into the SGAT if the CLECs never disputed the terms and conditions (Colorado Workshop Transcript, June 20, 2001, page 140). Qwest responded that if the parties agreed to the template terms and conditions, those

terms and conditions would be operative until the parties sought Commission approval or an amendment to the SGAT (Colorado Workshop Transcript, June 20, 2001, pages 140-141). Qwest also stated that only the portion of the SGAT that would apply to an existing interconnection agreement was the section that pertained to the new product or service (Colorado Workshop Transcript, June 20, 2001, page 141).

531. The Commission Staff asked Qwest whether the Commission would ever approve the template agreement (Colorado Workshop Transcript, June 20, 2001, pages 141-142). Qwest responded that the Commission would not approve the entire template agreement (Colorado Workshop Transcript, June 20, 2001, page 142).
532. WorldCom requested that Qwest agree to submit all new product offerings to the Commission immediately after they are created (Colorado Workshop Transcript, June 20, 2001, page 143). Qwest indicated that all new products and services would be subject to the CMP process and the parties would have an opportunity to provide feedback and comments (Colorado Workshop Transcript, June 20, 2001, page 143).
533. AT&T inquired as to the manner in which Qwest will actually offer a new product or service to the CLECs (Colorado Workshop Transcript, June 20, 2001, page 145). Qwest stated that it offers new products and services first through the template agreement and then through tariffs and SGAT filings (Colorado Workshop Transcript, June 20, 2001, page 146). Qwest also stated that all new products and services eventually would be presented to the Commission for approval either through a tariff or an SGAT filing (Colorado Workshop Transcript, June 20, 2001, page 147).

534. The Commission Staff asked Qwest how it would provide the Commission notice of how many CLECs have opted into the terms and conditions of the template agreement (Colorado Workshop Transcript, June 20, 2001, pages 148-150). Qwest indicated that it could provide a periodic “batch report” to the Commission that would update how many CLECs have opted into the template agreement (Colorado Workshop Transcript, June 20, 2001, page 150).
535. AT&T inquired as to how soon after a new product offering does Qwest submit the new product or service to the Commission in a tariff or SGAT filing (Colorado Workshop Transcript, June 20, 2001, page 151). Qwest responded that it has no set interval but that it would submit new product and service offerings to the Commission on a timely basis (Colorado Workshop Transcript, June 20, 2001, page 151).
536. WorldCom asked Qwest whether its “mail-outs” from qwest.com were submitted to the Commission for approval (Colorado Workshop Transcript, June 20, 2001, pages 153-154). Qwest indicated that “mail-outs” are generally associated with the Account Team and are not submitted to the Commission because they mostly address process improvements and process changes (Colorado Workshop Transcript, June 20, 2001, page 154).
537. Qwest asked the Commission Staff how it would approve the portions of the template agreement that the CLECs have opted into. (Colorado Workshop Transcript, June 20, 2001, page 155). The Commission Staff stated that once the terms and conditions of the template agreement had been approved, the Commission would simply issue a “Report of

Adoption” indicating which CLECs had opted into the approved language (Colorado Workshop Transcript, June 20, 2001, pages 156-157).

538. WorldCom referred to Qwest’s Dense Wave Division Multiplexing Service Notice and inquired if it were an example of a new product offering subject to SGAT § 1.7.1. (Colorado Workshop Transcript, June 20, 2001, pages 159-160). Qwest responded that it would not be subject to SGAT § 1.7.1 because it was an FCC tariff and it had not been included in the template agreement (Colorado Workshop Transcript, June 20, 2001, page 160).
539. WorldCom asked that Qwest clarify the difference between a “product notification” and a “product offering” (Colorado Workshop Transcript, June 20, 2001, page 162). Qwest replied that “product offerings are entirely new products that have never been included in an Interconnection Agreement.” (Colorado Workshop Transcript, June 20, 2001, page 163).
540. AT&T asked Qwest whether the CLECs have to take “legitimately related” provisions when they opt into the template agreement (Colorado Workshop Transcript, June 20, 2001, page 167). Qwest responded that it would place all “legitimately related” provisions in one section of the template agreement so that the CLECs could identify all the relevant terms and conditions (Colorado Workshop Transcript, June 20, 2001, page 168). Qwest also stated that it updates the template agreement in accordance with the agreed-upon changes to the SGAT, as provided in *Exhibits 6-Qwest-29*, Items 3 and 4, and *Exhibit 6-Qwest-30* (Colorado Workshop Transcript, June 20, 2001, page 176).

541. During the follow-up Workshop session in August, AT&T contended that when new products that Qwest offers are comparable to existing products available under the SGAT, they should be offered for substantially the same rates, terms and conditions as the existing products (Colorado Workshop Transcript, August 21, 2001, pages 18-19). AT&T proposed that SGAT § 1.7.2 be modified, as provided for in *Exhibit 6-ATT-70*. According to AT&T, this change was necessary because “Qwest should bear the burden of demonstrating why similar products should be priced differently.” (Colorado Workshop Transcript, August 21, 2001, page 19).
542. Qwest responded by stating that it sets prices for new products through TELRIC methods and cost studies, not by comparing new products with existing products (Colorado Workshop Transcript, August 21, 2001, page 20). Qwest stated that the phrase “similar products” is vague, subject to varying interpretations, and will only lead to further dispute (Colorado Workshop Transcript, August 21, 2001, page 21). Qwest also stated that it is up to the Commission to determine which party bears the burden of proof and that the SGAT should not expressly identify the party in that regard (Colorado Workshop Transcript, August 21, 2001, page 21). Qwest emphasized that the CLECs can challenge or negotiate the rates, terms, and conditions of any new products, and that the CLECs are “not locked into Qwest's prices.” (Colorado Workshop Transcript, August 21, 2001, page 22).
543. WorldCom observed that SGAT § 1.7.1 was based on language proposed in *Exhibit 6-WCom-30*, but objected to the phrase “or a tariff” that had been added by Qwest (Colorado Workshop Transcript, August 21, 2001, pages 23-26). Qwest agreed to delete

- the phrase “or a tariff” from SGAT § 1.7.1 (Colorado Workshop Transcript, August 21, 2001, page 26).
544. The parties agreed that issue G-5 was at **impasse** with regard to whether AT&T’s proposed SGAT language for § 1.7.2 should be included (Colorado Workshop Transcript, August 21, 2001, page 26).
545. **Workshop Issue No. GT&C-6 (G-6).** Modifications to SGAT § 9.20.5 to provide for “joint maintenance and repair” of unbundled packet switching.
546. Qwest reaffirmed its commitment to provide maintenance and repair for unbundled packet switching (Colorado Workshop Transcript, June 21, 2001, pages 40-41). Qwest cited SGAT § 9.20.5, and affirmed that, “Maintenance and repair of unbundled packet switching are the sole responsibility of Qwest.” Qwest provided *Exhibit 6-Qwest-4*, which specifies that “No CLEC involvement is anticipated other than on an exception basis.” “Maintenance and Repair” and “Repair Processes” contained in SGAT § 12 were also cited, separate and apart from *Exhibit 6-Qwest-4* (Colorado Workshop Transcript, June 21, 2001, pages 40-41). None of the parties objected to SGAT § 9.20.5 (Colorado Workshop Transcript, June 21, 2001, page 41).
547. The parties agreed that issue G-6 was **closed** on the basis of the record established in the June 21, 2001 Colorado transcript (Colorado Workshop Transcript, August 21, 2001, pages 27-28).
548. **Workshop Issue No. GT&E-7 (G-7).** Maintenance and Repair related to Operations Support Systems (OSS).

549. Qwest reaffirmed its commitment to provide maintenance and repair for unbundled packet switching (Colorado Workshop Transcript, June 21, 2001, pages 40-41). Qwest cited SGAT § 9.20.5, which states, “Maintenance and repair of unbundled packet switching are the sole responsibility of Qwest. Qwest observed that maintenance and repair terms and conditions germane to unbundled packet switching processes are contained in SGAT § 12 (Colorado Workshop Transcript, June 21, 2001, pages 40-41).
550. None of the parties objected to SGAT § 9.20.5. (Colorado Workshop Transcript, June 21, 2001, page 41). The parties agreed that issue G-7 was **closed** on the basis of the record established in the June 21, 2001 Colorado transcript (Colorado Workshop Transcript, August 21, 2001, pages 27-28).
551. **Workshop Issue No. GT&E-8a (G-8a).** Forecasting as to confidentiality, with CLECs seeking assurance that forecasts are to be treated as proprietary information.
552. CLECs seek assurance that forecasts are to be treated as proprietary information. At issue are terms in SGAT § 5.16.9, as provided in *Exhibit 6-Qwest-31*, pertaining to general nondisclosure. References to confidentiality in SGAT §§ 7, 8, and 9 were stricken in deference to SGAT § 5.16.9 and made reciprocal.
553. In that context, CLECs proposed that:
554. The universe of Qwest people who have access to forecasts are to be limited to only network and growth planning personnel responsible for ensuring that Qwest’s local network can meet wholesale customer demand. And in no case shall the network and

growth planning personnel that have access to forecasts be involved in, or be responsible for, either party's retail or marketing sales or strategic planning.

555. Qwest expressed concern regarding the term “only,” contending that product management drives funding for capital requirements, and could potentially be included as part of its growth planning function. Qwest argued that as “product management” doesn't carry a “growth planning” title, this might be interpreted as being “inappropriate behavior” on the part of Qwest. Qwest also argued that others that “have a need to know” aggregated CLEC data (as distinct from individual CLEC data) include LIS account managers and collocation product managers. Qwest wanted to permit access to CLEC forecast data on a “need to know” basis, at a minimum.
556. CLECs, in turn, wanted an exhaustive list of “who gets to see individual CLEC forecasts” and a definitive list of Qwest's functional groups that fall in the “need-to-know” category for individual CLEC forecasts.
557. Qwest was unwilling to limit to whom the disclosure of the forecasts could be made, “as there may be legitimate reasons for Qwest employees not identified in such a list to become involved.”
558. Agreement was reached that, in addition to the limited agreed-upon universe of network and growth planning-type personnel, Qwest would only make sensitive forecast information available after seeking express permission from the CLEC (Colorado Workshop Transcript, August 21, 2001, pages 28-49).

559. The parties agreed that issue G-8a was **closed** (Colorado Workshop Transcript, August 21, 2001, page 49).
560. **Workshop Issue No. GT&E-8b (G-8b).** Whether Qwest should have the right to disclose aggregated CLEC forecast information.
561. CLECs wanted to define restrictions as to disclosure of forecast data “in any form” to include data that is “aggregated, disaggregated, unattributed, or otherwise.” CLECs expressed concern with disclosure of any of forecast data, even in an aggregated, non-CLEC specific way, as it may be possible to infer forecasts under some circumstances. CLECs argued that the requirement to provide forecast information to Qwest is solely to enable Qwest to plan the network so as to be sufficient to meet the collective needs of both CLECs and Qwest, and thereby to foster competition.
562. Qwest countered that individual CLEC data is to be treated as “confidential” and protected accordingly, but aggregate CLEC data that needs to be factored into operating its business would be used in some situations so long as individual CLEC proprietary information was masked. Qwest cited regulatory filing requirements, whereby projected volumes are needed to establish prices based on spreading cost of that product over the anticipated universe of users. Aggregated data also would be used in cost studies for new products, that could encompass both wholesale and retail products -- depending on the universe of prospective users. However, Qwest underscored the point that in no case would aggregate information be disclosed if such disclosure would, by its nature, reveal individual CLEC forecast information.

563. CLECs contended that, regardless, there is risk of misuse of confidential data if such confidential information could be disclosed upon aggregation. Rather, CLECs want explicit understandings on how confidential data is to be held and maintained in confidence.
564. CLECs argued that there is no reason for Qwest to have this data “other than for the legitimate business reason agreed to.”
565. Further, Qwest would be “the only entity that would have all of the data.” No CLEC would, for example, have aggregated data that encompassed “all the other CLECs” and Qwest. This would position Qwest as “the keeper of data” that no one else would be privy to. As a result, no CLEC would be in a position to refute Qwest as to “data in the aggregate form” as a framework for comparison or to determine whether Qwest’s statements were accurate.
566. CLECs contended that, to protect information, there is a need to protect not only giving forecast data to Qwest, *per se*, but how Qwest uses it. CLECs opined that Qwest has a legal obligation, from the trade-secret perspective, to “control use of that data from start to finish.”
567. CLECs argued there is also a threat of individual harm. Forecasts are “trade secrets” of CLEC corporations. It reflects the CLECs’ fundamental planning and future strategy. CLECs submit that “when data gets aggregated -- depending upon how it gets aggregated -- it might not be too difficult to figure out whose data that is; and as the CLEC population starts to diminish, it's going to get easier and easier.”

568. CLECs observed that the scope of disclosure needs to be precisely defined, and a Commission audit could, in fact, pose a dilemma for Qwest, to wit, the Commission has statutory audit procedures with respect to Qwest. SGAT § 5.16.4, as provided in *Exhibit 6-Qwest-31*, states:

Unless otherwise agreed, the obligations of confidentiality and non-use set forth in this Agreement do not apply to such proprietary information as is required to be made public by the receiving party pursuant to applicable law or regulation, provided that the receiving party shall give sufficient notice of the requirement to the disclosing party, to enable the disclosing party to seek protective orders.

569. The parties agreed that issue 8b was at **impasse** with regard to whether CLEC aggregate forecast data should be treated as confidential information by Qwest (Colorado Workshop Transcript, August 21, 2001, pages 28-49).

570. The Hearing Commissioner dealt with issue G-8b as Issue G-8.²³

571. **Workshop Issue No. GT&C-9 (G-9).** Broad SGAT Procedural Matters.

572. During the June 20, 2001, workshop, Qwest reiterated its commitment to work “off-line” with CLECs to resolve SGAT issues (Colorado Workshop Transcript, June 20, 2001, pages 248-250). The parties agreed that issue G-9 related to take-backs dating from October, and that the issue was no longer in dispute (Colorado Workshop Transcript, June 20, 2001, pages 248-249).

573. The parties agreed that issue G-9 was **closed** and relied on the June 20, 2001, transcript as the record (Colorado Workshop Transcript, August 21, 2001, page 50).

²³ Decision No. R01-1193 at page 29.

574. **Workshop Issue No. GT&E-10a-d (G-10a-d).** Whether Qwest indemnification of CLEC customer claims, as well as CLEC problem-solving costs, is appropriate.
575. Indemnification is addressed in SGAT §§ 5.9.11 and 5.9.2.2. Qwest provided *Exhibit 6-Qwest-4*, *Exhibit 6-Qwest-27*, and *Exhibit 6-Qwest-29* in this context. Qwest does not agree with CLECs as to indemnification, and further argued this should be addressed in another forum or docket.
576. Indemnification issues were segmented into the following subissues, which subsequently were dealt with by the Hearing Commissioner as a global indemnification issue and were consolidated in Issue G-10:
577. **GT&E-10a (G-10a).** Whether there should be indemnification as to “Acts or Omissions.”
578. WorldCom proposed several alterations to Qwest's language in *Exhibit 6-WCom-30* (Colorado Workshop Transcript, June 20, 2001, pages 72 and 78). WorldCom suggested replacing the phrase “breach of or failure to perform under this agreement” in SGAT § 5.9.1.1 with the phrase “act or omissions” (Colorado Workshop Transcript, June 20, 2001, page 72). WorldCom also proposed deleting SGAT § 5.9.1.2 “because it was unnecessary since each party could defend against any third-party claim itself.” (Colorado Workshop Transcript, June 20, 2001, pages 72-73, 89).
579. SGAT § 5.9.1.1 requires that each party indemnify the other for losses dealing with personal injury and property damage caused by breach of the relevant agreement. WorldCom sought to expand SGAT § 5.9.1.1 from indemnification as a result of a

“breach or failure to perform under the Agreement” to encompass indemnification attributable to “acts or omissions.” WorldCom argued that indemnification limited to “breach or failure to perform” imposed stringent limits associated with “willful misconduct” as to when an indemnified party will defend or will be defended by an indemnifying party. WorldCom contended that, in practical terms, this leaves the CLEC without recourse if the cause is not “willful.” Qwest opposed inclusion of “acts or omissions” as a matter of principle, and as being unduly subjective and contentious, and creating excessive risk and exposure under the circumstances.

580. AT&T concurred with WorldCom's proposal to strike SGAT § 5.9.1.2 (Colorado Workshop Transcript, June 20, 2001, page 82). AT&T argued that Qwest's proposal left the CLECs “holding the bag” because the provision allows only CLECs to seek indemnification from Qwest when Qwest's acts are “willful” (Colorado Workshop Transcript, June 20, 2001, page 83). AT&T proposed that if SGAT § 5.9.1.2 is not deleted then the phrase “willful misconduct” should be replaced with the phrase “an act or omission of the indemnified party” (Colorado Workshop Transcript, June 20, 2001, page 83).

581. The parties agreed issue G-10a was at **impasse**. WorldCom reiterated that it did not view the underlying impasse issue as to whether Qwest's proposal should be adopted with the specific changes proposed by WorldCom and AT&T (Colorado Workshop Transcript, June 20, 2001, page 87). Rather, WorldCom cited its objection to Qwest's entire proposal (Colorado Workshop Transcript, June 20, 2001, page 87). The parties relied on the June 20, 2001, Colorado transcript as the transcript of record (Colorado Workshop Transcript, August 21, 2001, page 51).

582. **GT&E-10b (G-10b).** Whether the service provider whose end user makes the claim is responsible for indemnification.
583. Qwest testified that it modified SGAT § 5.9, as indicated in *Exhibit 6-Qwest 29*, in response to the concerns of the CLECs (Colorado Workshop Transcript, June 20, 2001, page 70). Specifically, Qwest stated that SGAT § 5.9.1.1 indemnifies each party against claims by third parties due to losses associated with personal injury and property damage caused by a breach of the SGAT (Colorado Workshop Transcript, June 20, 2001, page 70). Qwest also stated the SGAT § 5.8.1.2 places liability on the provider of service when an end user makes a claim relating to their service (Colorado Workshop Transcript, June 20, 2001, page 70). Qwest argued that the service provider, not necessarily Qwest, should be liable because the service provider has the ability to limit its liability to the end user through its tariffs and contracts (Colorado Workshop Transcript, June 20, 2001, pages 70-71).
584. The Commission Staff asked Qwest how a service provider could limit its liability if certain geographic areas or classes of service no longer have tariffs due to the Commission's emphasis on detariffing (Colorado Workshop Transcript, June 20, 2001, page 71). Qwest responded that the relationship between the end user and the service provider is a defacto contract by virtue of the tariff; and that if tariffs are removed then the service provider will have to reach some type of arrangement with the end user to govern how the service provider collects money for the services (Colorado Workshop Transcript, June 20, 2001, page 71). In any new agreement, the service provider should outline the terms of the services including limiting liability (Colorado Workshop Transcript, June 20, 2001, pages 71-72).

585. The parties agreed that issue G-10b was at **impasse** on the basis of the record established in the June 20, 2001, Colorado transcript (Colorado Workshop Transcript, August 21, 2001, page 51).
586. **GT&E-10c (G-10c).** Whether Qwest should indemnify CLECs for payment made to end user customers for failure to meet Commission-ordered rules or fines.
587. XO inquired as to Qwest's indemnification of the CLECs against retail service quality penalties or Commission fines arising from provisioning or maintenance problems caused by Qwest (Colorado Workshop Transcript, June 20, 2001, page 81). Qwest responded that the PAP addressed XO's concerns but that SGAT § 5.9 did not explicitly address the applicability of the PAP (Colorado Workshop Transcript, June 20, 2001, pages 81-82).
588. XO replied that the PAP was insufficient to resolve its concerns and that it wanted language in the indemnity section addressing its concerns (Colorado Workshop Transcript, June 20, 2001, pages 82, 91-92).
589. Furthermore, AT&T wanted Qwest to indemnify the CLECs against retail service quality penalties or Commission-imposed fines that must be paid to the retail customers or to the State Treasury as a result of failures in providing service that were attributable to Qwest (*i.e.*, in accordance with the Commission's Retail Quality Service Rules). Qwest argued that such issues should be handled within the framework of PAP and not as indemnification language within the SGAT.

590. The parties agreed that issue G-10c was at **impasse** on the basis of the record established in the June 20, 2001, Colorado transcript (Colorado Workshop Transcript, August 21, 2001, page 51).
591. The Hearing Commissioner subsequently dealt with the foregoing impasse issues (G-10a through G-10c) in a consolidated fashion under Issue G-10.²⁴
592. **Workshop Issue No. GT&C-11a (G-11a).** Whether the BFR process is appropriate.
593. Qwest testified that it considers a CLEC's BFR redundant to be confidential information and that providing notice to all CLECs of a completed BFR is inappropriate (Colorado Workshop Transcript, August 21, 2001, page 54). Qwest stated that to mitigate CLECs' concerns, however, it modified SGAT § 17.12, as provided in *Exhibit 6-Qwest-52*, *Exhibit 6-Qwest-53*, and *Exhibit 6-Qwest-54*, to exclude from the BFR process requests that are “substantially similar” to previous BFR requests (Colorado Workshop Transcript, August 21, 2001, pages 54-55). Qwest also stated that if a BFR request is determined to be unnecessary, Qwest would refund any BFR processing fee (Colorado Workshop Transcript, August 21, 2001, page 55).
594. The Commission Staff inquired as to how long it would take before Qwest determined that a BFR request is substantially similar to a previous BFR request (Colorado Workshop Transcript, August 21, 2001, page 55). Qwest responded that it would make a

²⁴ Decision No. R01-1193 at pages 20 and 21.

determination within several days (Colorado Workshop Transcript, August 21, 2001, page 55). The Commission Staff also asked Qwest whether the time Qwest took to make such a determination would count towards any provisioning interval (Colorado Workshop Transcript, August 21, 2001, pages 55-56). Qwest responded that as soon as Qwest makes a determination, the CLEC would be notified, and instructed accordingly on how to proceed to order that request, and advised of the applicable rate and interval (Colorado Workshop Transcript, August 21, 2001, page 56).

595. The Commission Staff asked Qwest to define the term “substantially similar request” (Colorado Workshop Transcript, August 21, 2001, page 56). Qwest answered that the term “substantially similar request” means “a request with nearly the same characteristics of a previous request,” with respect to SGAT § 17.2 (Colorado Workshop Transcript, August 21, 2001, pages 56-58).
596. AT&T inquired who at Qwest determines whether a request is substantially similar (Colorado Workshop Transcript, August 21, 2001, page 58). Qwest replied that the same individuals who evaluate BFR requests, including the BFR product manager, the network manager, and the parties that have been involved in evaluating, would determine whether a request is “substantially similar” to prior requests (Colorado Workshop Transcript, August 21, 2001, page 58). Qwest also testified that the determination of substantially similar requests is a manual process that encompasses requests from across Qwest's entire 14-state territory (Colorado Workshop Transcript, August 21, 2001, pages 58-59).
597. AT&T inquired as to when Qwest intends to notify a CLEC submitting a BFR that its request is substantially similar to a prior request (Colorado Workshop Transcript, August

21, 2001, pages 59-63). Qwest replied that, pursuant to the SGAT, once the CLEC submits its request and Qwest evaluates the request, it would notify the CLEC if its request were substantially similar to a prior request. If the request is substantially similar, the CLEC is entitled to a refund of the BFR processing fees (Colorado Workshop Transcript, August 21, 2001, pages 63-64).

598. AT&T asked Qwest to identify the difference between Qwest revealing prior BFR requests to CLECs that request substantially similar services and Qwest giving general notice of BFRs (Colorado Workshop Transcript, August 21, 2001, page 64). Qwest responded that providing general notice is not appropriate because when a CLEC submits a BFR, there is no evidence at that time that other CLECs will request the same service. In some instances revealing certain BFRs will, by its nature, reveal the requesting party and other confidential information (Colorado Workshop Transcript, August 21, 2001, pages 64-65).

599. AT&T countered that Qwest's confidentiality argument was "a red herring" (Colorado Workshop Transcript, August 21, 2001, pages 66-67). AT&T stated that it wanted notification of BFRs to ensure that CLECs are being treated in a nondiscriminatory fashion (Colorado Workshop Transcript, August 21, 2001, pages 66-67). AT&T indicated that it was not interested in "confidential information," but, rather, it wanted the information to determine beforehand whether the particular service requested could be provided on an expedited basis (Colorado Workshop Transcript, August 21, 2001, pages 67-68). AT&T asserted that Qwest should, in fact, "productize" all BFRs (Colorado Workshop Transcript, August 21, 2001, page 68).

600. The Commission Staff asked the CLECs whether they had any concerns regarding the confidentiality of BFRs (Colorado Workshop Transcript, August 21, 2001, page 69). AT&T stated that it did not have any concerns provided Qwest did not release the name of the requesting CLEC and the exact location of the requested service (Colorado Workshop Transcript, August 21, 2001, page 69). WorldCom concurred with AT&T (Colorado Workshop Transcript, August 21, 2001, pages 69-70). Covad and New Edge also concurred with AT&T (Colorado Workshop Transcript, August 21, 2001, page 71).
601. Qwest steadfastly objected to disclosing BFRs and reiterated that in some instances disclosing the BFR would necessarily disclose the requesting party and the exact location of the service (Colorado Workshop Transcript, August 21, 2001, pages 71-73). Qwest also argued that revealing BFRs might conflict with confidentiality provisions in existing Interconnection Agreements (Colorado Workshop Transcript, August 21, 2001, pages 71-73).
602. WorldCom contended that a general notice regarding BFRs could be made without violating any confidentiality provisions by revealing (1) the technical description of the network element or the different point of interface, interconnection or ancillary service, (2) the requested interface specification, and (3) the type of interconnection or access requested (Colorado Workshop Transcript, August 21, 2001, page 79). Qwest responded that in some cases the location of the service might be a critical element of the BFR request (Colorado Workshop Transcript, August 21, 2001, page 80). Qwest also argued that its reluctance to reveal BFR information stemmed from specific requests from CLECs to treat BFRs confidentially. CLECs reiterated that disclosure as to the “product” aspects of the BFR would suffice, and that sensitive CLEC-specific information did not

need to be disclosed to realize the sought-after objectives (Colorado Workshop Transcript, August 21, 2001, page 80).

603. The parties agreed that issue G-11a was at **impasse**. (Colorado Workshop Transcript, August 21, 2001, page 80).

604. **Workshop Issue No. GT&C-11b (G-11b).** Whether Qwest should establish explicit criteria for converting BFRs to “standard product offerings” for inclusion in the SGAT.

605. Qwest stated that it opposed setting an arbitrary number to trigger the “productizing” of BFRs (Colorado Workshop Transcript, August 21, 2001, pages 82-83). Qwest testified that the determination to create a new product offering “should be based on experience and sound judgment, and that having a service become a product simply because it has been requested a certain number of times would be inefficient and arbitrary.” (Colorado Workshop Transcript, August 21, 2001, pages 82-83). Qwest also stated that productizing services requires resources to develop the appropriate methods, procedures, and documentation (Colorado Workshop Transcript, August 21, 2001, pages 83-83).

606. WorldCom argued that a set number to “trigger productization” would provide objective criteria and allow CLECs to evaluate whether Qwest is providing an appropriate level of service (Colorado Workshop Transcript, August 21, 2001, page 84). Neither WorldCom nor AT&T proposed a definite number but contended that a specific number would depend on the characteristics of the particular product or service (Colorado Workshop Transcript, August 21, 2001, pages 85-87).

607. The parties agreed that issue G-11b was at **impasse** (Colorado Workshop Transcript, August 21, 2001, page 87).
608. **Workshop Issue No. GT&C-11c (G-11c).** Whether expansion of the scope of the Special Request Process (SRP) beyond UNE and UNE combinations is warranted.
609. Qwest stated that the SRP was developed at the CLECs' request and enabled certain requests listed in Exhibit F to be processed in an expedited fashion (Colorado Workshop Transcript, August 21, 2001, page 88). Qwest testified that it opposed expanding the list of requests contained in Exhibit F (Colorado Workshop Transcript, August 21, 2001, page 88).
610. AT&T argued that the list in Exhibit F should be broadened to include all items for which Qwest has not developed a standard product offering, but is nonetheless obligated to provide under the Act, FCC rules or Commission rules (Colorado Workshop Transcript, August 21, 2001, pages 89-90). AT&T stated that, as such, Exhibit F should not be limited to “bundled network elements” but should include interconnection, collocation, and other obligations of Qwest (Colorado Workshop Transcript, August 21, 2001, pages 89-90). Qwest responded that no other RBOCs offer an SRP of such scope, and that initially the SRP was a “gesture by Qwest to accommodate the CLECs.” (Colorado Workshop Transcript, August 21, 2001, pages 90-91). Given these circumstances, Qwest argued that it is not appropriate to expand the scope of the special request process (Colorado Workshop Transcript, August 21, 2001, page 91).
611. WorldCom asked Qwest to clarify the 15-business day interval associated with special requests described in Exhibit F (Colorado Workshop Transcript, August 21, 2001, pages

92-93). Qwest stated that the 15-day interval is the response time to the request itself, and that once a response is offered, cost data would be provided within seven days (Colorado Workshop Transcript, August 21, 2001, page 93-94). Qwest agreed to modify the SGAT to reflect the seven-day cost data interval (Colorado Workshop Transcript, August 21, 2001, pages 94-95).

612. The parties agreed that issue G-11c was at **impasse** (Colorado Workshop Transcript, August 21, 2001, page 95).

613. **Workshop Issue No. GT&C-11d (G-11d).** Whether the methodology for establishing BFR rates is appropriate.

614. WorldCom testified that it proposed language in *Exhibit 6-WCom-30*, that ensured ICB rates would be TELRIC-based and made provision for an expedited dispute resolution process (Colorado Workshop Transcript, August 21, 2001, pages 95-96). Qwest testified that it had modified the SGAT to reflect Qwest's policy of pricing its services according to the requirements of the Act, including the use of TELRIC when required (Colorado Workshop Transcript, August 21, 2001, page 97). WorldCom concurred with Qwest's modifications (Colorado Workshop Transcript, August 21, 2001, page 98).

615. Qwest also testified that the dispute resolution provision included in the SGAT was sufficient and that each section of the SGAT "does not need to have its own dispute resolution process." (Colorado Workshop Transcript, August 21, 2001, page 98). WorldCom stated that it would review the dispute resolution provision in that context to see if there were any objections (Colorado Workshop Transcript, August 21, 2001, pages 99-100).

616. AT&T asserted that Qwest provides discriminatory service with respect to BFRs, SRPs, and ICBs (Colorado Workshop Transcript, August 21, 2001, page 101). Qwest countered that it does not provide “discriminatory service,” as all BFRs and SRPs are reviewed in common, at one central location, by the same team (Colorado Workshop Transcript, August 21, 2001, page 102). Qwest also stated that BFRs and SRPs deal with items only offered to CLECs and, therefore, Qwest, by definition, “cannot discriminate between wholesale and retail.” (Colorado Workshop Transcript, August 21, 2001, page 103). AT&T argued that Qwest has mechanisms for providing its retail customers services that are not included in Qwest's tariffs, and that Qwest has not produced any evidence that it treats its retail customers at parity with its wholesale customers (Colorado Workshop Transcript, August 21, 2001, pages 103-104).
617. The parties agreed that issue G-11d was at **impasse** (Colorado Workshop Transcript, August 21, 2001, page 104). WorldCom subsequently withdrew its proposal regarding Exhibit I, as detailed in *Exhibit 6-WCom-30* (Colorado Workshop Transcript, August 23, 2001, page 160).
618. The Hearing Commissioner subsequently dealt with the foregoing impasse issues (G-11a through G-11d) in a consolidated fashion under Issue G-11.²⁵
619. **Workshop Issue No. GT&C-12 (G-12)** Need to distinguish among SRP, BFR, and ICB.

²⁵ Decision No. R01-1193 at pages 37-40.

620. Subsumed in G-11 as to issues related to BFR process and SRPAGE Definition of ICB process to be addressed in G-27 (Colorado Workshop Transcript, August 21, 2001, pages 108-115).
621. The parties agreed that issue G-12 was **closed** (Colorado Workshop Transcript, August 21, 2001, page 115).
622. **Workshop Issue No. GT&C-13 (G-13).** Qwest documents issued to its employees that CLECs contend are inconsistent with SGAT.
623. Considered within the framework of G-25. The parties agreed to **defer** issue G-13 to that issue (Colorado Workshop Transcript, August 21, 2001, page 115).
624. **Workshop Issue No. GT&C-14 (G-14).** Intervals for provision of LIS trunks as to the process of notification of CLECs, and the basis for establishing a parity interval. Process by which intervals are established and the means of establishing parity for PAP measurement deferred to CMP-19 and **closed** in G-14 (Colorado Workshop Transcript, August 21, 2001, page 126).
625. **Workshop Issue No GT&C-15 (G-15).** Clarification of items in Exhibit F, *Exhibit 6-Qwest-3*, and pro rata calculation in SGAT § 7.2.2.8.6.1.
626. Forecast issue, resolved in other forums or briefed in other Workshops. The parties agreed that issue G-15 was **closed** (Colorado Workshop Transcript, August 21, 2001, pages 127-128).

627. **Workshop Issue No. GT&C-16 (G-16).** Trunk forecast provided to CLECs prior to the joint planning meeting.
628. Currently, Qwest does not provide forecast data to CLECs, nor do CLECs provide such forecasts. Forecast issue resolved in other forums or briefed in other workshops. The parties agreed that issue G-16 was **closed** (Colorado Workshop Transcript, August 21, 2001, pages 127-128).
629. **Workshop Issue No. GT&C-17 (G-17).** Feedback from joint planning meeting on agreed-to forecasts.
630. Feedback to be provided by Qwest to CLECs within three weeks of meeting, including lowered forecast. Forecast issue, *per se*, resolved in other forums or briefed in other workshops. The parties agreed that issue G-17 was **closed** (Colorado Workshop Transcript, August 21, 2001, pages 127-128).
631. **Workshop Issue No. GT&C-18 (G-18).** Whether the charges contemplated for quarterly Joint Planning Collocation Meetings is appropriate.
632. Covad testified that it had “off-line” discussions with Qwest, and Qwest agreed to provide available information to CLECs prior to joint planning sessions in an effort to facilitate effective meetings (Colorado Workshop Transcript, August 21, 2001, page 130). Conversely, Qwest did not agree to prepare information that was not readily available, which was acceptable to Covad (Colorado Workshop Transcript, August 21, 2001, page 130). Qwest agreed with Covad's representations, which was subsequently

confirmed. The parties agreed that issue G-18 was **closed** (Colorado Workshop Transcript, August 21, 2001, page 131).

- 633. **Workshop Issue No. GT&C-19 (G-19).** “Test bed” requirement and need to update test bed platform to accommodate most current software release.
- 634. AT&T testified that it had no objections to the SGAT language regarding test beds (Colorado Workshop Transcript, August 21, 2001, page 133). WorldCom also concurred with the SGAT language as to test beds. The parties agreed that issue G-19 was **closed** (Colorado Workshop Transcript, August 21, 2001, page 133).
- 635. **Workshop Issue No. GT&C-20 (G-20).** Identification of specific circumstances under which “Miscellaneous Charges” will apply, and that any rates are just and reasonable.
- 636. The parties relied on the Multistate Transcripts of June 27, 2001 (pages 169-171, and 191), and June 29, 2001 (page 77), as the record for issue G-20 (Colorado Workshop Transcript, August 21, 2001, pages 134-135). The parties also agreed to address the definition of “miscellaneous charges” in connection with issue G-27. The parties agreed that issue G-20 was **closed** (Colorado Workshop Transcript, August 21, 2001, page 135).
- 637. **Workshop Issue No. GT&C-21 (G-21).** BFR, SRP and ICB Processes.
- 638. The parties discussed issue G-21 in connection with issue G-11 and the parties agreed that the issue was **closed** (Colorado Workshop Transcript, August 21, 2001, pages 138-139).

639. **Workshop Issue No. GT&C-22a (G-22a).** Whether the term “termination date” associated with an imported section should be linked to the term of SGAT or to term of the contract from which the section was imported.
640. Qwest testified that the parties concurred on SGAT § 1.8 in principle, but the parties disagreed on the matter of application (Colorado Workshop Transcript, August 21, 2001, page 140). Qwest argued that provisions that are “picked and chosen” should expire according to the remaining terms of the agreement from which they were “picked and chosen” (Colorado Workshop Transcript, August 21, 2001, pages 140-141). Qwest argued that to do otherwise would allow CLECs to extend “picked and chosen” provisions indefinitely (Colorado Workshop Transcript, August 21, 2001, page 141).
641. AT&T claimed that the term for the “picked and chosen” provisions should be the full term as identified in the agreement from which it is being taken from, rather than the remainder of the term (Colorado Workshop Transcript, August 21, 2001, pages 141-142). In other words, if a “picked and chosen” provision enjoyed a two-year term in the original agreement and a CLEC picked the provision when, for example, the provision had one week to expire, the CLEC should be allowed to use the provision for a full two-year period rather than one week (Colorado Workshop Transcript, August 21, 2001, pages 141-142). AT&T claimed that its interpretation is consistent with the FCC and that the FCC's rules identify methods by which Qwest may sunset any provisions that it wants to change (Colorado Workshop Transcript, August 21, 2001, page 142). As support for its argument, AT&T cited 46 C.F.R. § 51.809 claiming that it identified three methods that Qwest can use to sunset unacceptable provisions (Colorado Workshop Transcript, August 21, 2001, page 142). AT&T also claimed that having different provisions that

expire at different times within one agreement is impractical (Colorado Workshop Transcript, August 21, 2001, page 142).

642. The Commission Staff asked AT&T to identify the specific language in SGAT § 1.8 that addressed the expiration date and whether it thought that language should be included in the SGAT to address the expiration date of “picked and chosen” provisions (Colorado Workshop Transcript, August 21, 2001, page 144). AT&T responded that SGAT § 1.8 did not specifically address the expiration date and that it has not proposed any language (Colorado Workshop Transcript, August 21, 2001, page 144).
643. The Commission Staff also asked AT&T to explain how its proposal did not result in an offering being made in perpetuity (Colorado Workshop Transcript, August 21, 2001, page 153). AT&T stated that because the FCC only requires a provision to be in effect for a reasonable time, Qwest could deny a CLEC from “picking and choosing” an obsolete provision on the grounds that a reasonable time had expired (Colorado Workshop Transcript, August 21, 2001, pages 154-155).
644. Qwest argued that Mr. Brotherson's affidavit cited FCC language that supported its positions, namely, “In such circumstances, the carrier opting into an existing agreement takes all of the terms and conditions of that agreement or portions of the agreement, including the original expiration date.” (Colorado Workshop Transcript, August 21, 2001, page 155). AT&T responded by arguing that Mr. Brotherson's cite was merely dicta and that the First Report and Order ¶ 1315 supports AT&T's position by stating, “We conclude that the same terms and conditions that an incumbent LEC may insist upon shall relate solely to the individual interconnection service or element being requested under

252I, and the same terms and conditions that were supposed to be acquired.” (Colorado Workshop Transcript, August 21, 2001, pages 155-156).

645. The parties agreed that issue G-22A was at **impasse**. (Colorado Workshop Transcript, August 21, 2001, page 156).
646. The Hearing Commissioner subsequently dealt with this impasse issue under Issue G-52 (Duration of “Pick and Choose” Provisions).²⁶
647. **Workshop Issue No. GT&C-22b (G-22b)**. Whether Qwest is in “compliance with the law” as to identification of specific provisions that are “legitimately related” to other provisions CLEC seeks to import from another contract.
648. Qwest testified that the parties agreed to SGAT § 1.8 but that the parties disagreed on the application of the language (Colorado Workshop Transcript, August 21, 2001, page 158). Qwest stated that it has been allowing CLECs to pick and choose language for a number of years and has not experienced the difficulties reported by AT&T (Colorado Workshop Transcript, August 21, 2001, pages 159-160).
649. AT&T agreed with Qwest that the dispute centered on conduct rather than SGAT language (Colorado Workshop Transcript, August 21, 2001, page 159). AT&T claimed that Qwest is overinclusive in its interpretation of “related” provisions and requires CLECs to adopt more provisions than necessary (Colorado Workshop Transcript, August 21, 2001, pages 159, 164-166). AT&T cited the affidavit of Mr. Hydock to support its position (Colorado Workshop Transcript, August 21, 2001, pages 161-162).

²⁶ Decision No. R01-1193 at page 7.

650. Qwest's attorney, Ms. Ford, stated that she had been involved in the incidences reported by Mr. Hydock and that the disputes were the result of miscommunications rather than overreaching behavior by Qwest (Colorado Workshop Transcript, August 21, 2001, page 166). Ms. Ford then commented that with respect to the second incident identified by Mr. Hydock, Qwest worked with AT&T to narrow the related provisions until both parties agreed (Colorado Workshop Transcript, August 21, 2001, page 168).
651. The parties agreed that issue G-22b was at **impasse** (Colorado Workshop Transcript, August 21, 2001, page 168).
652. The Hearing Commissioner subsequently dealt with this impasse issue under Issue G-27 (“Legitimately Related” Terms Under Pick and Choose).²⁷
653. **Workshop Issue No. GT&C-23 (G-23).** Whether tariffs or “changes in regulation” unduly impact interpretation and construction of the prevailing SGAT, and the ramifications when the SGAT is adopted in lieu of entering into an individual Interconnection Agreement.
654. Qwest presented a revised SGAT § 2.1 in *Exhibit 6-Qwest-62*, to address the concerns of the CLECs (Colorado Workshop Transcript, August 21, 2001, page 171).
655. WorldCom testified that Qwest's proposal did not satisfy its concerns (Colorado Workshop Transcript, August 21, 2001, page 172). WorldCom stated that its fundamental concern with SGAT § 2.1 was that it included “tariffs” (Colorado Workshop Transcript, August 21, 2001, pages 172-173). WorldCom argued that because

²⁷ Decision No. R01-1193 at page 10.

Qwest can make unilateral changes to tariffs, Qwest could, in turn, unilaterally change the SGAT (Colorado Workshop Transcript, August 21, 2001, pages 173-174). WorldCom proposed to eliminate everything after the phrase “of this agreement” on line 8 of SGAT § 2.1 as found in *Exhibit 6-Qwest-62* (Colorado Workshop Transcript, August 21, 2001, page 174). WorldCom also noted (1) that the Commission cannot adopt a rule or regulation from another commission or the FCC without clearly stating that it is adopting the rule that is currently in effect, (2) that each time the Commission cross-references a rule “in another rule” it has to identify the particular version that it is referencing, and (3) that to modify a current version the Commission has to follow rulemaking procedures (Colorado Workshop Transcript, August 21, 2001, page 174).

656. Qwest retorted that WorldCom’s proposal “would essentially freeze the document in time because any new rules issued by the Commission would apply to everyone except those who were a party to interconnection agreements applying the old rules.” (Colorado Workshop Transcript, August 21, 2001, page 175). Qwest also argued that it did not have the power to unilaterally change tariffs and that the Commission generally approves tariffs (Colorado Workshop Transcript, August 21, 2001, pages 175-176). Qwest also argued that current rates such as retail rates and access charges should apply to the interconnection agreements and that CLECs should not be permitted to insist on the rates that existed at the time the interconnection agreement was opted into (Colorado Workshop Transcript, August 21, 2001, pages 175-176).

657. The Commission Staff asked Qwest to explain the difference between SGAT § 2.1 in *Exhibit 6-Qwest-62* and SGAT § 2.2 in *Exhibit 6-Qwest-61* (Colorado Workshop Transcript, August 21, 2001, page 177).

658. Qwest responded that SGAT § 2.1 was designed to make the document a “living document and incorporate the current standards and rates (Colorado Workshop Transcript, August 21, 2001, page 177). Qwest affirmed that SGAT § 2.2 was intended to ensure compliance with the applicable laws, rules, regulations, and interpretations. (Colorado Workshop Transcript, August 21, 2001, pages 177-178). Qwest also stated that SGAT § 2.1 addressed non-material changes such as changes in mailing addresses, whereas SGAT § 2.2 addressed material and substantive changes that require an amendment to the SGAT (Colorado Workshop Transcript, August 21, 2001, pages 178-180).
659. AT&T expressed a concern with Qwest's proposal as it enabled Interconnection Agreements to be amended without input from the CLECs (Colorado Workshop Transcript, August 21, 2001, page 183). AT&T claimed that it could not rely on a contract that included this provision (Colorado Workshop Transcript, August 21, 2001, pages 182-185).
660. WorldCom argued that SGAT § 2.1 was inaccurate and inconsistent with other processes contained in the SGAT because technical references and publications that go through CMP result in an amendment to the SGAT (Colorado Workshop Transcript, August 21, 2001, page 186). WorldCom also argued that SGAT § 2.1 was too vague because industry and technical standards have varying degrees of weight – some are “standards,” others are “guidelines,” and still others are “suggestions” – and it is often difficult to attach legal significance to the different degrees (Colorado Workshop Transcript, August 21, 2001, page 187). WorldCom also stated that the application of these standards varies,

depending on the governing body -- with some requiring strict compliance while others allow more leeway (Colorado Workshop Transcript, August 21, 2001, page 188).

661. WorldCom questioned Qwest witness, Mr. Brotherson, regarding his experience with Colorado tariffs (Workshop Transcript, August 21, 2001, pages 189-193). Mr. Brotherson indicated that his knowledge regarding Colorado tariffs was limited and that he personally had not reviewed the SGAT to confirm that it was consistent with Qwest's wholesale tariffs (Workshop Transcript, August 21, 2001, pages 189-193).
662. The parties agreed that issue G-23 was at **impasse** (Workshop Transcript, August 21, 2001, pages 189-193).
663. **Workshop Issue No. GT&C-24 (G-24).** Whether the means of updating the SGAT to incorporate “changes in law” is suitable.
664. Qwest testified that SGAT § 2.2 outlined a process whereby the parties could apply applicable changes in the law to the SGAT (Workshop Transcript, August 21, 2001, page 194). According to Qwest, SGAT § 2.2 was designed to address situations where the parties cannot agree on the effect a change in law would have on the SGAT and included specific time limits so that one party cannot unreasonably delay the implementation of a change in law (Workshop Transcript, August 21, 2001, pages 194-195).
665. The Commission Staff asked Qwest to confirm that, pursuant SGAT § 2.2, the SGAT would remain in effect during the 60-day negotiation period and until an interim operating agreement could be adopted regardless of the change in law (Workshop

Transcript, August 21, 2001, pages 196-197). Qwest indicated that Commission Staff was correct (Workshop Transcript, August 21, 2001, page 197).

666. WorldCom proposed the following changes to Qwest's proposed language: (1) striking the language that begins “corrected or if requested by CLEC” in SGAT § 2.2 because the “expressly understood that this agreement will be amended” was sufficient, and (2) striking the phrase “for up to 60 days” and everything after it to the last sentence because the Commission has expedited procedures that make the 60-day negotiation period unnecessary (Workshop Transcript, August 21, 2001, pages 198-200).
667. AT&T agreed with WorldCom's changes and proposed an additional change to SGAT § 2.2 (Workshop Transcript, August 21, 2001, pages 200-201). AT&T sought to add the phrase “or dispute resolution” after the word “amendment” making SGAT § 2.2 read “during the pendency of an negotiation for amendment or dispute resolution pursuant to this § 2.2.” (Workshop Transcript, August 21, 2001, pages 200-202). AT&T testified that this change would ensure that the SGAT would remain in effect through the dispute resolution process (Workshop Transcript, August 21, 2001, pages 200-201).
668. The Commission Staff noted that the dispute resolution process identified in SGAT § 2.2 was the dispute resolution process in SGAT § 5.18 (Workshop Transcript, August 21, 2001, pages 201-202).
669. Qwest responded by stating that the word “corrected” in SGAT § 2.2 was intended to address situations where the parties already have gone through the dispute resolution process or have received a Commission order (Workshop Transcript, August 21, 2001, pages 202-203). Qwest also stated that the intent of the interim operating agreement was

to prevent one party from delaying and to allow the Commission or arbitrator to dictate how the parties will operate while the dispute resolution process proceeds (Workshop Transcript, August 21, 2001, pages 203-204).

670. AT&T argued that Qwest's proposal was inefficient and cumbersome and that the Commission already has procedures to handle expedited dispute resolution (Workshop Transcript, August 21, 2001, page 204).
671. WorldCom made two closing points (Workshop Transcript, August 21, 2001, pages 206-208). First, an interim operating agreement is not necessary because in Colorado the effective date of a rule is published and the SGAT states that any amendment shall be deemed effective upon the effective date of the rule (Workshop Transcript, August 21, 2001, pages 206-207). Second, Qwest will not suffer any harm because the remedy will be applied from the date of the change in law, not the date the decision was rendered. (Workshop Transcript, August 21, 2001, page 207).
672. The parties agreed that issue G-24 was at **impasse** (Workshop Transcript, August 21, 2001, page 207).
673. **Workshop Issue No. GT&C-25 (G-25).** Whether adequate means of resolving conflicts between the SGAT and other Qwest documents have been established; especially changes that may or may not have gone through CMP, which abridge or expand CLEC rights under the agreement.
674. During the workshop, Qwest introduced a revised SGAT § 2.3 as *Exhibit 6-Qwest-63*, which attempted to address several of the CLECs' concerns regarding the relative status

of Qwest's documents (Workshop Transcript, August 21, 2001, pages 208-209). Qwest's proposal stated that in cases of a conflict between the SGAT and Qwest's tariffs, PCAT, methods, procedures, technical publications, policies, product notifications, or other Qwest documents, that the SGAT would prevail (Workshop Transcript, August 21, 2001, page 209). The only exception would be a Commission order, which supersedes the SGAT (Workshop Transcript, August 21, 2001, page 209).

675. WorldCom stated that although Qwest's proposed language "was an improvement from the previous SGAT Lite," it failed to respond to WorldCom's concerns (Workshop Transcript, August 21, 2001, pages 210-211). WorldCom stated that it was concerned about situations where Qwest's documents expanded or abridged the CLECs obligations under the SGAT (Workshop Transcript, August 21, 2001, page 211). WorldCom asserted that the language it proposed in the testimony of Mr. Schneider should be adopted (Workshop Transcript, August 21, 2001, page 211). WorldCom also proposed adding the phrase "to the extent another document purports to abridge or expand the rights or obligations of either party" to SGAT § 2.3 (Workshop Transcript, August 21, 2001, page 212.).

676. Covad asked whether the SGAT or the CPAP, either as a standalone document or incorporated into the SGAT, would prevail when there is a conflict between the two (Workshop Transcript, August 21, 2001, page 214). Qwest responded that anytime the provisions of the SGAT conflicted, the Commission would determine which section prevails (Workshop Transcript, August 21, 2001, pages 214-215).

677. AT&T asked why SGAT § 2.3.1 distinguished changes that have gone through CMP from changes that have not gone through CMP (Workshop Transcript, August 21, 2001, page 215), and the Commission Staff inquired as to whether there would be any circumstances when changes would not go through CMP (Workshop Transcript, August 21, 2001, page 215).
678. Qwest responded that industry standards and other items that are not developed by Qwest, but are used by Qwest in the SGAT, might change without going through CMP (Workshop Transcript, August 21, 2001, pages 215-216).
679. AT&T then inquired as to Qwest whether changes that go through CMP and create a conflict with other provisions in the SGAT -- or create an additional obligation for the CLECs -- would be subject to the dispute resolution process contained in the SGAT (Workshop Transcript, August 21, 2001, pages 216-217). Qwest replied that, to the extent a change conflicts with the SGAT, the SGAT prevails until the dispute can be resolved. And, to the extent that the change adds “a method or procedure agreed upon by the parties,” the method or procedure simply would take effect (Workshop Transcript, August 21, 2001, page 217).
680. New Edge asked Qwest whether changes to the SGAT would affect existing interconnection agreements, and whether changes that go through CMP would affect existing interconnection agreements (Workshop Transcript, August 21, 2001, page 218). Qwest stated that a change in the template agreement would not affect existing Interconnection Agreements, nor would other changes resulting from the CMP change

existing Interconnection Agreements (Workshop Transcript, August 21, 2001, pages 218-220).

681. AT&T questioned Qwest about a CMP “release notification” dated March 20, 2001, that AT&T contended changed the terms of the existing Interconnection Agreements (Workshop Transcript, August 21, 2001, page 220). Qwest's witness, Mr. Brotherson, testified that he was not aware of any notifications that purported to change the terms of existing interconnection agreements (Workshop Transcript, August 21, 2001, pages 220-221).

682. AT&T also proposed to delete some language from SGAT § 2.3.1 (Workshop Transcript, August 21, 2001, pages 221-223). Specifically, AT&T proposed (1) eliminating the phrase “and that change has not gone through CMP” in the provision that states “this change abridges or expands the CLEC's rights under the SGAT and that change has not gone through CMP,” (2) deleting the phrase “attempt to” in the provision that states “the parties will attempt to resolve the matter under the dispute resolution process,” and (3) deleting everything after the word “agreement” in the provision that begins “obligations in accordance with the terms and conditions of this agreement.” (Workshop Transcript, August 21, 2001, pages 221-223).

683. Qwest agreed to delete the phrase “attempt to” but did not accept AT&T's other proposals (Workshop Transcript, August 21, 2001, page 223).

684. The Commission Staff asked Qwest whether it expected its proposed tariffs would be subject to the CMP process “given the way SGAT § 2.3.1 was worded.” (Workshop Transcript, August 21, 2001, page 223). The Commission Staff also asked Qwest to

clarify “how conflicts between tariffs and the SGAT would be resolved given the fact that tariffs are substantive law that can be adopted through specific Commission orders or by operation of law.” (Workshop Transcript, August 21, 2001, pages 223-232). AT&T also asked Qwest to clarify the process when a CLEC believes a tariff conflicts with the SGAT (Workshop Transcript, August 21, 2001, pages 226-227).

685. Qwest reiterated that in cases of conflict between the SGAT and tariffs or other Qwest documents, the SGAT would prevail and the dispute would be subject to the dispute resolution process (Workshop Transcript, August 21, 2001, pages 226-228, 230-231). The Commission Staff also noted that SGAT § 2.3.1 only gives the CLEC the opportunity to raise a “point of conflict.” (Workshop Transcript, August 21, 2001, page 231).
686. Qwest proposed to make SGAT § 2.3.1 reciprocal (Workshop Transcript, August 21, 2001, page 233). None of the parties objected to this change (Workshop Transcript, August 21, 2001, pages 233-234).
687. Covad proposed changing the first line of SGAT § 2.3.1 from “if a CLEC disputes whether its rights or obligations under the SGAT are abridged or expanded” to “if a CLEC believes, in good faith, that its rights or obligation under the SGAT are abridged or expanded.” (Workshop Transcript, August 21, 2001, pages 232-233). Qwest agreed to incorporate Covad's proposal (Workshop Transcript, August 21, 2001, page 233).
688. The parties agreed that issue G-25 was at **impasse** (Workshop Transcript, August 21, 2001, page 233).

689. **Workshop Issue No. GT&C-26 (G-26).** Procedures associated with CLECs filling out a Qwest questionnaire.
690. AT&T testified that it was satisfied with Qwest's most recent version of the CLEC questionnaire (Workshop Transcript, August 21, 2001, page 235). WorldCom testified that it also was satisfied with the CLEC questionnaire, as referenced in *Exhibit 6-Qwest-60* and *Exhibit 6-Qwest-61* (Workshop Transcript, August 21, 2001, 235-36). WorldCom also noted that Qwest introduced *Exhibit 6-Qwest-70*, which modified SGAT § 5.16.3, and stated that confidential information will be provided only to people on a need-to-know basis and that in no case will retail, marketing, sales, or strategic planning have access to such information (Workshop Transcript, August 23, 2001, page 183).
691. The parties agreed that issue G-26 was **closed** (Workshop Transcript, August 21, 2001, 235-36).
692. **Workshop Issue No. GT&C-27 (G-27).** Consensus on SGAT Definitions (included in SGAT § 4) and whether definition of “legitimately related” is suitable.
693. As a general matter, WorldCom testified that its proposed definitions were derived from either the FCC or industry standards and were traditional definitions (Workshop Transcript, August 22, 2001, pages 49-50). WorldCom also noted that in terms of organization, if a term were defined in the SGAT, the definition section should cross-reference that section rather than repeat the definition (Workshop Transcript, August 22, 2001, page 50). WorldCom cited *Exhibit 6-Qwest-76* as the most current version of the definitions; that any definitions found in § 4 of *Exhibit 6-Qwest-61* should be replaced

with the definitions in *Exhibit 6-Qwest-76* subject to the changes made on the record (Workshop Transcript, August 22, 2001, page 47).

694. All definitions in SGAT § 4 were reconciled amongst the parties, and deemed **closed** save the term “legitimately related” which went to **impasse**. A synopsis of the record as to definitions discussed during the course of Workshop 6 is provided below:

Access Tandem Switch	CLECs agreed to delete the phrase “among other things” from the definition (Workshop Transcript, August 22, 2001, pages 53-54).
Act	The Commission Staff inquired as to why the definition referred to the Telecommunications Act of 1934 as amended by the 1996 amendments rather simply the Telecommunications Act of 1934 as amended.(Workshop Transcript, August 22, 2001, pages 54-55). Qwest responded that it did not believe the Act was amended since 1996 in a manner that would affect the SGAT (Workshop Transcript, August 22, 2001, page 54). Qwest also stated that it would change the reference to the Telecommunications Act of 1934 as amended (Workshop Transcript, August 22, 2001, page 55)
Automatic Location Identification (ALI)	Qwest testified that AT&T requested the definition of ALI to include both 911 and E911 services (Workshop Transcript, August 22, 2001, page 56). Qwest stated that ALI is not used for 911 (Workshop Transcript, August 22, 2001, page 56). AT&T agreed to remove the reference to 911 and limit ALI to E911 services only (Workshop Transcript, August 22, 2001, page 56).
ATIS	The Commission Staff asked if the phrase “base line requirements documentation” needed to be defined (Workshop Transcript, August 22, 2001, pages 56-57). WorldCom proposed to strike the phrase “base line requirements documentation.” (Workshop Transcript, August 22, 2001, pages 58-59). None of the parties objected to WorldCom's proposal (Workshop Transcript, August 22, 2001, pages 58-59).
ALI/DBMS	Qwest testified that it would incorporate AT&T's proposed phrase “to determine to which public safety answering point to route the call and used.” (Workshop Transcript, August 22, 2001, page 59). Qwest also noted that AT&T had agreed to limit the definition of ALIDBMS to 911 services only (Workshop Transcript, August 22, 2001, page 59).

BFR, SRP and ICB	The Commission Staff asked Qwest why “Bona Fide Request” was no longer defined in the definition section (Workshop Transcript, August 22, 2001, page 59). Qwest stated that when a term is defined in the SGAT, the definition section does not redefine the term and repeat the definition (Workshop Transcript, August 22, 2001, pages 59-60). The Commission Staff requested that the term be cross-referenced to the section where it was originally defined (Workshop Transcript, August 22, 2001, page 60). Qwest and WorldCom stated that they would add the cross references for BFR, SRP and ICB (Workshop Transcript, August 22, 2001, pages 60-61).
CPE	Definition of Customer Premises Equipment or “CPE” added, as: equipment employed on the premises of a Person other than a Carrier to originate, route or terminate Telecommunications (e.g., a telephone, PBX, modem pool, etc.). (Workshop Transcript, August 22, 2001, pages 116-117).
Cross Connection	Definition of “cross connection” added (Workshop Transcript, August 22, 2001, page 63).
Dark Fiber	AT&T noted that the cross-reference to SGAT § 9.7.1 was inaccurate and is to be corrected (Workshop Transcript, August 22, 2001, page 63).
Day	WorldCom stated that the term “day” was defined to mean a calendar day unless otherwise indicated in the SGAT (Workshop Transcript, August 22, 2001, page 64).
DSLAM	The Commission Staff requested the deletion of an apostrophe (Workshop Transcript, August 22, 2001, page 64). Qwest agreed to delete the apostrophe (Workshop Transcript, August 22, 2001, page 64).
Directory Listings	The Commission Staff noted that the terms “telecommunications carrier” and “affiliate” are defined terms that needed to be capitalized (Workshop Transcript, August 22, 2001, page 64). Qwest agreed to capitalize the terms (Workshop Transcript, August 22, 2001, page 64).
Disturber	Definition of “Disturber” added. Cited as technology recognized by industry standards bodies that significantly degrades service using another technology (Workshop Transcript, August 22, 2001, page 65).
Electronic Bonding	Definition of “Electronic Bonding” added. Cited as real-time and secure electronic exchange of data between information systems in separate companies (Workshop Transcript, August 22, 2001, page 65).
End User Customers	The Commission Staff noted that the word “carriers” needed to be capitalized (Workshop Transcript, August 22, 2001, page 65). Qwest agreed to capitalize the word “carrier.” (Workshop Transcript, August 22, 2001, page 65).

Enhanced Services	Qwest stated that the issue regarding the definition of “enhanced services” was whether the term “subscribers” as used by the FCC or the term “end-user customers” should be used (Workshop Transcript, August 22, 2001, page 66). AT&T stated that it would agree to use the term “end-user customers.” (Workshop Transcript, August 22, 2001, page 66).
Exchange Access	Qwest testified that that some of the CLECs wanted to use the definition of “exchange access” that is found in the Act rather than the definition that is currently in the SGAT (Workshop Transcript, August 22, 2001, page 66). Qwest argued that the definition of “exchange access” should not be changed because SGAT § 7 was negotiated with that definition and changing the definition would change the negotiated language (Workshop Transcript, August 22, 2001, pages 66-70). In the alternative, Qwest proposed a new definition for “exchange access.” (Workshop Transcript, August 22, 2001, page 67). WorldCom indicated that it would review the definition and report its position later (Workshop Transcript, August 22, 2001, pages 68-69). WorldCom indicated that after searching the SGAT, the term “exchanged access” is used differently in SGAT §§ 7 and 9 and, therefore, it would be appropriate to draft two definitions (Workshop Transcript, August 22, 2001, pages 77-78). Qwest agreed to draft a new definition to be discussed later (Workshop Transcript, August 22, 2001, pages 78-79). Qwest introduced <i>Exhibit 6-Qwest-77</i> , that provided a definition of “exchange access” that retained the SGAT definition but limited the use to SGAT § 7 and then for the rest of the SGAT used the definition found in the Act (Workshop Transcript, August 23, 2001, page 170).
Fiber Meet	The Commission Staff asked why the definition of “fiber meet” was not really a term or condition given that the phrase “each party is responsible for the cost of facilities” was included in the definition (Workshop Transcript, August 22, 2001, pages 70-71). WorldCom said it would review the impact of deleting that phrase from the definition of “fiber meet” and report its position later (Workshop Transcript, August 22, 2001, pages 71-72).
Finished Services	Qwest testified that WorldCom agreed to strike those portions of the definition that Qwest requested (Workshop Transcript, August 22, 2001, page 72). No other parties object to the changes (Workshop Transcript, August 22, 2001, page 72).

<p>Hub Provider</p>	<p>The Commission Staff asked whether “common channel signaling” was a defined term (Workshop Transcript, August 22, 2001, page 72). Qwest responded that it was a defined term (Workshop Transcript, August 22, 2001, page 72). The Commission Staff also asked why everything after LIDB was included in the definition of “hub provider” because it appeared that it indicated what a hub provider does with a message rather than defining the hub provider (Workshop Transcript, August 22, 2001, pages 72-73).</p> <p>WorldCom stated that it would investigate the effect of moving that portion of the definition to another section of the SGAT and report its position later (Workshop Transcript, August 22, 2001, pages 73-74).</p> <p>The Commission Staff also asked why everything after LIDB was included in the definition of “hub provider” because it appeared that it indicated what a hub provider does with a message rather than defining the hub provider (Workshop Transcript, August 22, 2001, pages 72-73). WorldCom stated that it would investigate the effect of moving that portion of the definition to another section of the SGAT and report its position later (Workshop Transcript, August 22, 2001, pages 73-74).</p>
<p>Information Service</p>	<p>The Commission Staff noted that the term “telecommunications” needed to be capitalized (Workshop Transcript, August 22, 2001, page 74). Qwest agreed to capitalize the term “telecommunications.” (Workshop Transcript, August 22, 2001, page 74).</p>
<p>Legitimately Related</p>	<p>The parties agreed that the definition of “legitimately related” was at impasse. Qwest testified that WorldCom requested the phrase “as determined by the Commission” be included in the definition of “legitimately related.” (Workshop Transcript, August 22, 2001, page 75). WorldCom subsequently revoked its request to include the phrase (Workshop Transcript, August 22, 2001, page 75).</p> <p>Qwest also stated that it disagreed with AT&T's proposal to delete substantial portions of the definition of “legitimately related.” (Workshop Transcript, August 22, 2001, pages 75-77) Qwest argued that the definition adequately identifies what are legitimately related and deleting portions of the definition would ruin its clarity (Workshop Transcript, August 22, 2001, pages 75-77). Qwest contended that its definition is an interpretation of the FCC's orders and rulings including the <i>First Report and Order</i> (Workshop Transcript, August 22, 2001, page 79).</p> <p>AT&T responded that since the FCC has not defined “legitimately related” Qwest's definition may be more narrow than how the FCC ultimately defines the term (Workshop Transcript, August 22, 2001, pages 75-77). AT&T said that it would agree to a definition that referred to any future FCC interpretation of “legitimately related.” (Workshop Transcript, August 22, 2001, page 77).</p>

Integrated Services Digital Network	The Commission Staff noted that basic rate ISDN and primary rate ISDN needs defining (Workshop Transcript, August 22, 2001, page 80). Qwest agreed to add definition (Workshop Transcript, August 22, 2001, page 80). (To wit, Basic Rate ISDN (BRI) provides for channelized (2 bearer and 1 data) end-to-end digital connectivity for the transmission of voice or data on either or both bearer channels and packet data on the data channel. Primary Rate ISDN (PRI) provides for 23 bearer channels and 1 data channel. For BRI, the bearer channels operate at 64 Kbps and the data channel at 16 Kbps. For PRI, all 24 channels operate at 64 Kbps or 1.5 Mbps.)
Interoperability	The Commission Staff noted that OSS was not defined in the definition of interoperability (Workshop Transcript, August 22, 2001, pages 80-81). Qwest stated that it would add a cross-reference to the definition of OSS found in § 12 (Workshop Transcript, August 22, 2001, page 81).
Maintenance of Service Charges	WorldCom testified that originally it requested Qwest to define the term “maintenance of service charges” in the body of the SGAT. (Workshop Transcript, August 22, 2001, page 82). Qwest, however, developed a definition that was not incorporated into the SGAT but was contained in <i>Exhibit 6-Qwest-61</i> (Workshop Transcript, August 22, 2001, page 82). WorldCom stated that instead of placing Qwest's definition throughout the body of the SGAT, it would agree to place Qwest's definition in the definition section (Workshop Transcript, August 22, 2001, pages 82-83). Qwest and AT&T agreed to WorldCom's proposal (Workshop Transcript, August 22, 2001, pages 84-86).
Mid-Span Meet	The Commission Staff asked why “meet-point” was defined twice, once in the definition of “mid-span meet” and once in its own definition section, and why the definitions did not match (Workshop Transcript, August 22, 2001, pages 87-88). WorldCom proposed to strike the definition of “meet-point” contained in the definition of “mid span meet.” (Workshop Transcript, August 22, 2001, page 88). None of the parties objected to WorldCom's proposal (Workshop Transcript, August 22, 2001, page 88).

Miscellaneous Charges	WorldCom testified that Qwest and the CLECs agreed to specifically identify miscellaneous charges so that the CLECs would know precisely what charges they face (Workshop Transcript, August 22, 2001, page 89). WorldCom also stated that <i>Exhibit A</i> to the SGAT contained a list of miscellaneous charges and that the definition of “miscellaneous charges” also contained a list of miscellaneous charges (Workshop Transcript, August 22, 2001, page 89). WorldCom stated that, subject to verifying the lists, it would agree to delete the list in the definition section and simply include a reference to <i>Exhibit A</i> (Workshop Transcript, August 22, 2001, pages 89-90). WorldCom also proposed adding the phrase “additional labor and maintenance” after the phrase “such as cancellation charges” in the definition of “miscellaneous charges.” (Workshop Transcript, August 22, 2001, page 90). Qwest agreed to WorldCom's proposal (Workshop Transcript, August 22, 2001, page 90).
Near Real Time Performance Indicator	The Commission Staff noted that the term “near real time performance indicator” was not defined (Workshop Transcript, August 22, 2001, page 91). World Com testified that performance indicator definitions are contained in <i>Exhibit B</i> to the SGAT and that <i>Exhibit B</i> should be cross-referenced (Workshop Transcript, August 22, 2001, pages 91-92). Qwest agreed to add the cross-reference (Workshop Transcript, August 22, 2001, page 92)
Parity	Qwest testified that WorldCom withdrew its objection to the definition of “parity.” (Workshop Transcript, August 22, 2001, page 93).
Project Coordinated Installation	Qwest testified that WorldCom proposed to add the sentence “Project coordinated installation allows CLECs to coordinate installation activity as prescribed in §§ 9.2.2.9.7 and 9.2.4.10” to the definition of “project coordinated installation.” (Workshop Transcript, August 22, 2001, page 95). Qwest said that it would agree to WorldCom's proposal if the phrase “including out-of-hours coordination” were added to the definition (Workshop Transcript, August 22, 2001, pages 95-96). The parties agreed to WorldCom and Qwest's proposals and agreed that the disputed sentence should read “Project coordinated installation allows CLECs to coordinate installation activity as prescribed in § 9.2.2.9.7, including out-of-hours coordination.” (Workshop Transcript, August 22, 2001, pages 96-97).
Premises	The Commission Staff noted that the term “loop concentrators” needed to be capitalized (Workshop Transcript, August 22, 2001, page 97). Qwest agreed to capitalize the term “loop concentrators.” (Workshop Transcript, August 22, 2001, page 97). Qwest also stated that the term “premises” was defined in accordance with the FCC definition of “premises.” (Workshop Transcript, August 22, 2001, pages 98-99).

Provisioning	The Commission Staff noted that the term “unbundled network elements” needed to be capitalized. (Workshop Transcript, August 22, 2001, page 97). Qwest agreed to capitalize the term “unbundled network elements.” (Workshop Transcript, August 22, 2001, page 97).
Rate Center	The Commission Staff noted that the term “rate point” was defined twice within the definition of “rate center.” (Workshop Transcript, August 22, 2001, page 99). WorldCom proposed extracting the definition of “rate point” from the definition of “rate center” and making it its own defined term and definition entry (Workshop Transcript, August 22, 2001, pages 99-100). None of the parties objected to WorldCom's proposal (Workshop Transcript, August 22, 2001, pages 100-101). The parties agreed to work on this definition off-line (Workshop Transcript, August 22, 2001, pages 101-102).
Ready for Service	WorldCom agreed to withdraw its proposed additions to the definition of “ready for service.” (Workshop Transcript, August 22, 2001, page 101).
Remote Call Forwarding	The Commission Staff asked whether there is a need for a definition of “remote call forwarding” other than INPAGE (Workshop Transcript, August 22, 2001, page 103). Qwest responded that there is no need other than INP and that Qwest does have a definition of custom calling features but not of each individual feature (Workshop Transcript, August 22, 2001, page 103).
Remote Premises	AT&T withdrew proposed additions to the definition of “remote premises.” (Workshop Transcript, August 22, 2001, pages 103-104).
Remote Terminal	Qwest stated that the definition of “remote terminal” goes beyond defining “remote terminal” and includes a term and condition and also inappropriately describes “transport.” (Workshop Transcript, August 22, 2001, page 104). Qwest proposed striking the portions of the definition that describe transport and contain a term and condition (Workshop Transcript, August 22, 2001, pages 104-105). WorldCom agreed to review Qwest's proposal and report its position later (Workshop Transcript, August 22, 2001, pages 105-106).
Reserve Numbers	The Commission Staff asked Qwest whether it allowed reserving of numbers either internally or externally (Workshop Transcript, August 22, 2001, page 106). Qwest stated that it would verify its policy on reserving numbers (Workshop Transcript, August 22, 2001, page 106). Qwest responded that it is in a state of transition with respect to reserve numbers and would prefer to leave the definition unchanged (Workshop Transcript, August 23, 2001, pages 167-168).
Signaling Transfer Point Packet Switch	The Commission Staff noted that the term “packet switch” needed to be capitalized (Workshop Transcript, August 22, 2001, page 107). Qwest agreed to capitalize the term “packet switch.” (Workshop Transcript, August 22, 2001, page 107).

Switch	<p>Qwest testified that WorldCom and Covad wanted to include packet switches in the definition of “switch.” (Workshop Transcript, August 22, 2001, page 107). Qwest stated that it proposed to add the phrase “packet switches, to the extent required by the FCC or commission order” to address WorldCom's and Covad's request (Workshop Transcript, August 22, 2001, page 107).</p> <p>WorldCom and AT&T objected to Qwest' proposal because it appeared to be adding a term and condition in the definition of “switch.” (Workshop Transcript, August 22, 2001, pages 107-108). Qwest agreed to strike its proposal to add “to the extent required by the FCC or commission order” and restated the revised definition in <i>Exhibit 6-Qwest-87</i> (Workshop Transcript, August 22, 2001, pages 108-109; Workshop Transcript, August 23, 2001, page 171).</p>
Switched Access Service	<p>The Commission Staff asked whether the phrase “switched access traffic” is a defined term (Workshop Transcript, August 22, 2001, page 109). The parties agreed to extract the definition of “switched access traffic” from the definition of “switched access service” and designate it as its own defined term (Workshop Transcript, August 22, 2001, page 112).</p>
Tandem Office	<p>WorldCom testified that the definition of “tandem office” was the specific definition issued by the Hearing Commissioner (Workshop Transcript, August 22, 2001, pages 61-62). None of the parties objected to the definition (Workshop Transcript, August 22, 2001, page 62).</p> <p>The Commission Staff asked what the term “NIM” meant (Workshop Transcript, August 22, 2001, page 62). WorldCom stated that it would find out and follow up later (Workshop Transcript, August 22, 2001, page 63). (Note: NIM means Network Installation and Maintenance)</p>
Telephone Exchange Service	<p>The parties agreed to replace the term “subscribers” with the term “end-user customers.” (Workshop Transcript, August 22, 2001, page 113).</p>
Unbundled Network Element Platform	<p>Qwest testified that it defined “unbundled network element platform” by referring to SGAT § 9.23 where it lists the UNEs that constitute the platform (Workshop Transcript, August 22, 2001, pages 113-114). The parties agreed to Qwest's definition of “unbundled network element platform” subject to verifying the list and the applicable amendment procedures (Workshop Transcript, August 22, 2001, pages 114-116).</p>

695. **Workshop Issue No. GT&C-28 (G-28).** Handling of “service impairment,” including means of notifying a customer that imminent disconnection of service could ensue; and process for assessing degree of severity and appropriate response. Qwest testified that

SGAT § 5.1.1 was deleted without objection (Workshop Transcript, August 21, 2001, pages 237-238).

696. WorldCom stated that SGAT § 5.1.1 was no longer needed because the parties previously agreed to delete the language in § 3 regarding the implementation schedule (Workshop Transcript, August 21, 2001, page 238). The parties agreed to delete SGAT § 5.1.1 in conformance with § 3 and issue 6-28 was **closed** (Workshop Transcript, August 21, 2001, page 238).
697. **Workshop Issue No. GT&C-29 (G-29).** Handling of “service impairment,” including means of notifying customer that imminent disconnection of service could ensue; and process for assessing degree of severity and appropriate response.
698. During the June 20, 2001, workshop, Qwest testified that it provided *Exhibit 6-Qwest-4*, and modified SGAT § 5.1.3, as indicated in *Exhibit 6-Qwest-28*, to state that only the specific service that was impairing a customer service would be discontinued and to include a notice provision if the impairment is a non-service impacting impairment (Colorado Workshop Transcript, June 20, 2001, page 5).
699. The Commission Staff asked Qwest whether the expedited dispute resolution referred to in SGAT § 5.1.3 was the recommended first course of action or the exclusive course of action for dispute resolution (Colorado Workshop Transcript, June 20, 2001, page 6). Qwest replied that it was the recommended first course of action (Colorado Workshop Transcript, June 20, 2001, page 6).

700. The Commission Staff also asked Qwest and XO how an end user is notified when the impairing service is discontinued. (Colorado Workshop Transcript, June 20, 2001, pages 6-9). Qwest responded that it had not addressed that issue in the SGAT because the SGAT focuses on notice between Qwest and CLECs (Colorado Workshop Transcript, June 20, 2001, pages 7-9). XO stated that it did not have a specific answer but that every carrier's tariffs have notification procedures (Colorado Workshop Transcript, June 20, 2001, page 8). The Commission Staff recommended adding a provision to obligate the service provider to notify the end user when service is discontinued (Colorado Workshop Transcript, June 20, 2001, page 14).
701. The Commission Staff observed that SGAT § 5.1.3 contemplated two different types of service impairment: non-service impacting impairment and service impairment that poses an immediate threat (Colorado Workshop Transcript, June 20, 2001, page 11). The Commission Staff suggested breaking these two different scenarios into different SGAT sections and rearranging related provisions to make the language more clear (Colorado Workshop Transcript, June 20, 2001, pages 11-13).
702. The Commission Staff asked what happens to the service when it is determined that it is an immediate threat and the CLECs opt for dispute resolution (Colorado Workshop Transcript, June 20, 2001, pages 13 and 14). Qwest responded that the service would be disconnected pending resolution of the dispute if the impairing service were connected to Qwest's network (Colorado Workshop Transcript, June 20, 2001, page 14).
703. The Commission Staff suggested some other changes to SGAT § 5.1.3 including changing the phrase "may provide notice" to "shall provide notice," adding a provision

regarding immediate notice so that a CLEC can learn of a service disconnection before its customer calls the CLEC to complain about a loss of service, and adding a provision obligating Qwest to restore the service immediately after it is corrected (Colorado Workshop Transcript, June 20, 2001, pages 14-15). Qwest responded that it would add language to the SGAT to address the Commission Staff's concerns (Colorado Workshop Transcript, June 20, 2001, page 15).

704. WorldCom clarified that the term “person” as used in this provision meant an individual, not a party, to the agreement only (Colorado Workshop Transcript, June 20, 2001, page 15). WorldCom also noted that the only non-service impairment that could occur under Qwest's language was a violation of applicable laws or regulations (Colorado Workshop Transcript, June 20, 2001, pages 16-18).
705. The Commission Staff observed that the phrase “applicable law” appeared to relate only to invasion of privacy (Colorado Workshop Transcript, June 20, 2001, page 18).
706. WorldCom inquired whether Qwest anticipated CLECs going directly to the Commission or whether CLECs would follow the dispute resolution process when there was a disconnection of service (Colorado Workshop Transcript, June 20, 2001, page 20). Qwest responded that CLECs always have the right to go to the Commission and that the dispute resolution process did not foreclose that option (Colorado Workshop Transcript, June 20, 2001, page 20).
707. AT&T concurred with WorldCom and proposed that the party providing notice also should state its basis for asserting that the other party is causing the interference (Colorado Workshop Transcript, June 20, 2001, pages 22-23). AT&T also proposed

having the same provisions for notices relating to non-service impairments and immediate threat service impairments (Colorado Workshop Transcript, June 20, 2001, page 24). AT&T expressed concern regarding the use of the term “interference” as being unduly vague and potentially excessively broad (Colorado Workshop Transcript, June 20, 2001, page 24). AT&T also requested a “cure provision” that would give the provider offering the impairing service time to cure the problem before the service is terminated (Colorado Workshop Transcript, June 20, 2001, pages 24-25).

708. The Commission Staff disagreed with AT&T's proposal and stated that given the engineering of the networks, situations may occur when immediate disconnection is needed to preserve the lives of technicians or workers (Colorado Workshop Transcript, June 20, 2001, pages 25-26). WorldCom proposed that, instead of disconnection, the party discovering the impairing service that is an immediate threat be allowed to repair the problem at the service provider's expense (Colorado Workshop Transcript, June 20, 2001, pages 26-27). AT&T proposed implementing three levels of impairing service: immediate deadly threat; immediate threat to safety or property; and non-service impacting impairments (Colorado Workshop Transcript, June 20, 2001, pages 27-28).

709. XO expressed a concern regarding the phrase “refuse to provide the same service” because the phrase could be interpreted too broadly (Colorado Workshop Transcript, June 20, 2001, page 29). Qwest responded that the intent of the phrase was to preclude a repetition of the immediate problem and prevent future problems from recurring, “not to disadvantage CLECs” (Colorado Workshop Transcript, June 20, 2001, page 29). XO still expressed concern with the phrase and Qwest indicated that it would try to remedy XO's concerns with new language (Colorado Workshop Transcript, June 20, 2001, pages 29-

34). Qwest agreed to redraft SGAT § 5.1.3 to remedy the parties' concerns (Colorado Workshop Transcript, June 20, 2001, pages 28, 33-34).

710. In the June 25, 2001, Multistate Workshop, Qwest proposed a new version of SGAT § 5.1.3 (Multistate Workshop Transcript, June 25, 2001, page 184). Qwest testified that it added SGAT § 5.1.3.1 that addressed impairments that were material and imposed a threat to the safety of employees or interferes with the performance of the other party's service obligations (Multistate Workshop Transcript, June 25, 2001, page 185). Qwest also added SGAT § 5.1.3.2 that addresses situations where the impairment is “service impacting” but does not meet the parameters of SGAT § 5.1.3.1 (Multistate Workshop Transcript, June 25, 2001, page 185). Qwest added SGAT § 5.1.3.3 that outlined the notice requirements and SGAT § 5.1.3.1.4 that obligates each party “to contact their respective customers” (Multistate Workshop Transcript, June 25, 2001, page 185).

711. AT&T argued that Qwest's proposed SGAT § 5.1.3.1 was still too broad because it used the term “interferes” and that it wanted language that set an appropriate standard so CLECs would not be subject to disconnection for a slight interference such as “cross talk” (Multistate Workshop Transcript, June 25, 2001, pages 186-204). Qwest proposed to change the first part of SGAT § 5.1.3.1 to read “[i]f such impairment is material and poses an immediate threat to the safety of either party's employees, customers, or the public and/or poses an immediate threat to the operational or physical integrity of the other party's facilities.” (Multistate Workshop Transcript, June 25, 2001, page 204). AT&T indicated that Qwest's proposal was still unacceptably vague (Multistate Workshop Transcript, June 25, 2001, page 205). AT&T indicated that, furthermore, the notice provision should require the service provider disconnecting the service to state its

basis for determining the impairment (Multistate Workshop Transcript, June 25, 2001, page 202).

712. After the Multistate Workshop, Qwest proposed a revised version of SGAT § 5.1.3 in the Washington Workshop on July 9, 2001 (Washington Workshop Transcript, July 9, 2001, page 3941). Qwest stated that its new proposal incorporated language proposed by AT&T and defined “impairment” as something that “imposes immediate threat to the ability of a party to provide uninterrupted high quality service to its customers.” (Washington Workshop Transcript, July 9, 2001, page 3943).
713. Covad asked Qwest whether its proposal contained a “cure” provision (Washington Workshop Transcript, July 9, 2001, page 3944). Qwest responded that in the case of an immediate threat there was no cure period (Washington Workshop Transcript, July 9, 2001, page 3945).
714. AT&T argued that an immediate threat to the ability of a party to provide uninterrupted high quality service to its customers should trigger the expedited dispute resolution process and not necessarily the disconnection of service (Washington Workshop Transcript, July 9, 2001, page 3948). AT&T also proposed to replace the language after the phrase “immediate threat” on the third line of SGAT § 5.1.3 with “service interruption” (Washington Workshop Transcript, July 9, 2001, page 3948). Qwest agreed to AT&T's proposed change (Washington Workshop Transcript, July 9, 2001, page 3949). The parties agreed that the issue was **closed** (Washington Workshop Transcript, July 9, 2001, page 3949).

715. Qwest observed that it had incorporated changes recommended by the Commission Staff and has addressed CLECs' concerns by revising 5.1.3 accordingly (Workshop Transcript, August 21, 2001, pages 238-239).
716. **Workshop Issue No. GT&C-30a (G-30a).** Whether a two-year SGAT term of agreement should be in effect, contrasted with a three-year agreement with possible extensions.
717. Qwest testified that it initially agreed to extend the term of the SGAT from two years to three years pursuant to the CLECs' requests and in an effort to close the issue (Workshop Transcript, August 21, 2001, pages 239-240). However, since Qwest's concession did not close the issue, Qwest revoked its offer to extend the SGAT to three years and argued that the appropriate term should be two years (Workshop Transcript, August 21, 2001, pages 246-247).
718. WorldCom argued for a three-year term and also disputed SGAT § 5.2.2 (Workshop Transcript, August 21, 2001, pages 240-247). WorldCom claimed that even though the term of the agreement may expire, the SGAT should continue while the parties were renegotiating a replacement contract (Workshop Transcript, August 21, 2001, page 240). WorldCom also stated that a CLEC's request for renegotiation would start the 160-day negotiation period under § 272 (Workshop Transcript, August 21, 2001, page 241).
719. Qwest argued that WorldCom's proposal was inappropriate because a CLEC could indefinitely extend the SGAT if it failed to request negotiation and failed to trigger the 160-day negotiation period (Workshop Transcript, August 21, 2001, page 241).

720. The parties agreed that issue G-30a was at **impasse** (Workshop Transcript, August 21, 2001, page 241).
721. This issue was resolved after the completion of the workshop by the parties by consensus agreement to language for SGAT § 5.2, *et.seq.*²⁸
722. **Workshop Issue No. G-30b (G-30b).** Whether a two-year SGAT term of agreement should be in effect, contrasted with a three-year agreement with possible extensions.
723. CLECs contend that Qwest does not have the right to initiate negotiations for a new Agreement, and that the prevailing SGAT should continue in full force and effect until replaced by a contract that has been approved by the Commission. The Agreements would be predicated on the parties “acting in good faith” and entering into negotiations within one year prior to the expiration of the contract date. CLECs submitted that the existing contracts provide a framework for good-faith requirements that address and mitigate Qwest's concern about a CLEC “just sitting there forever.”
724. Qwest argued that an Agreement of this moment cannot ride on statements of “good faith,” and contended that the contract should have a definite expiration date. Qwest expressed concern that if the parties can't agree that “the clock is to start upon request,” the contract could go on in perpetuity or until such time as a CLEC requested arbitration. Under such circumstances, Qwest would prefer to let the contract expire at the end of three-year period, whereupon the parties would negotiate a follow-on agreement.

²⁸ Qwest's Errata Notice Regarding Qwest Corporation's Legal Brief on Impasse Issues Relating to General Terms and Conditions, September 26, 2001, at SGAT § 5.2, *et. seq.*

725. WorldCom argued that because the parties were bound to act in good faith, a CLEC would not extend the SGAT indefinitely (Workshop Transcript, August 21, 2001, page 242). Qwest, however, rejected such assurances as inadequate. The parties agreed that issue G-30b was at **impasse** (Workshop Transcript, August 21, 2001, pages 245-246).
726. This issue was resolved after the completion of the workshop by consensus agreement to language for SGAT § 5.2, *et seq.*²⁹
727. **Workshop Issue No. GT&C-31 (G-31).** Appropriate payment arrangements between the parties.
728. During the workshop, Qwest testified that it changed SGAT § 5.4, as explained in *Exhibit 6-Qwest-29*, to make the provision reciprocal, to limit its application to non-disputed charges, and to preserve the parties' ability to seek additional remedies (Colorado Workshop Transcript, June 20, 2001, page 38).
729. New Edge testified that it had several concerns with Qwest's proposal including (1) Qwest's failure to include an informal dispute resolution mechanism, (2) Qwest's practice of discontinuing orders after 30 days when no payment has been received -- even though the CLECs have 45 days to dispute billing matters, and (3) Qwest's short interval to dispute billing matters. (Colorado Workshop Transcript, June 20, 2001, pages 40-41). The Commission Staff asked New Edge whether 45 days would be sufficient if the bill did not include extra items such as bill credits for PAP (Colorado Workshop Transcript,

²⁹ Id.

June 20, 2001, page 41). New Edge responded that 45 days was still too short (Colorado Workshop Transcript, June 20, 2001, page 41).

730. The Commission Staff asked New Edge why 45 days was insufficient (Colorado Workshop Transcript, June 20, 2001, pages 41-42). New Edge stated that it verifies its bills circuit-by-circuit and checks the bills for accuracy, that these activities occupy a large amount of time given the complexity of the services and the bill (Colorado Workshop Transcript, June 20, 2001, page 42). WorldCom agreed with New Edge and stated that reviewing bills was extremely time-consuming and entailed verifying rates and fees (Colorado Workshop Transcript, June 20, 2001, pages 43-44). New Edge re-emphasized that it would like to have an informal dispute resolution mechanism whereby disputes could be resolved relatively quickly (Colorado Workshop Transcript, June 20, 2001, page 45).
731. Qwest responded that it could add language regarding “an informal dispute resolution mechanism” that would include telephone conferences and the exchange of batch files (Colorado Workshop Transcript, June 20, 2001, pages 45-46). New Edge observed that as part of any informal dispute resolution procedure, “it wanted to discover Qwest's reasons and rationales for its billing.” (Colorado Workshop Transcript, June 20, 2001, pages 47-48).
732. The Commission Staff asked whether the 45-day interval prevented CLECs from raising disputes that are more than 45 days old (Colorado Workshop Transcript, June 20, 2001, pages 48-49). Qwest responded that “the provision was not designed to be an absolute bar on raising disputes” (Colorado Workshop Transcript, June 20, 2001, page 130).

Qwest also noted that any dispute regarding a billing matter that was more than 45 days old would still be subject to the informal dispute resolution process, pursuant to the provisions related to audits (Colorado Workshop Transcript, June 20, 2001, pages 50-51). WorldCom argued that CLECs should have (1) 180 days to dispute a bill, (2) access to documents that are relevant to the dispute, and (3) 30 days to tender its deposits (Colorado Workshop Transcript, June 20, 2001, pages 53-56). WorldCom also observed that “the SGAT contains a two year limitation provision in which to raise a dispute” in SGAT § 5.18.5 (Colorado Workshop Transcript, June 20, 2001, page 56).

733. AT&T concurred with WorldCom and suggested that Qwest list the methods to dispute a bill including a formal dispute, informal dispute, and audits (Colorado Workshop Transcript, June 20, 2001, pages 57-58).
734. XO asked Qwest whether it would stop processing an order during the course of an informal dispute resolution (Colorado Workshop Transcript, June 20, 2001, page 59). Qwest responded that it would continue to process orders during that period (Colorado Workshop Transcript, June 20, 2001, page 59).
735. New Edge withdrew its complaint regarding “the 45-day dispute provision not matching with the 30 day interval for ceasing orders” because it realized that the 30-day interval was, in fact, after the due date of the payment or 60 days after the bill was issued (Colorado Workshop Transcript, June 20, 2001, page 59).
736. XO asked Qwest to define the term “relevant services” in SGAT § 5.4.3 and argued that Qwest should provide CLECs 30-day notice for the disconnection of service, rather than 10-day notice (Colorado Workshop Transcript, June 20, 2001, page 60). Qwest stated

that “relevant services” means “services for which CLECs fail to pay the bill” (Colorado Workshop Transcript, June 20, 2001, page 61).

737. The Commission Staff asked Qwest whether a single bill contains “multiple services” (Colorado Workshop Transcript, June 20, 2001, page 61). Qwest replied that the bills are itemized by categories such as reciprocal compensation or LIS (Colorado Workshop Transcript, June 20, 2001, pages 61-62).

738. The Commission Staff asked Qwest how partial payments on outstanding bills are allocated between itemized categories (Colorado Workshop Transcript, June 20, 2001, page 62). Qwest stated that “unless the CLECs designate otherwise, partial payments are evenly attributed to all categories” (Colorado Workshop Transcript, June 20, 2001, pages 62-63). Qwest observed that, inadvertently, if “CLECs do not dispute a bill and make a partial payment, all categories might be subject to disconnection.” (Colorado Workshop Transcript, June 20, 2001, page 63).

739. The Commission Staff inquired as to whether “the three-month reprieve” found in SGAT § 5.4.3 applied to deposits only (Colorado Workshop Transcript, June 20, 2001, pages 64-65). Qwest replied that it applied to deposits only (Colorado Workshop Transcript, June 20, 2001, page 65).

740. Sprint inquired as to whether the refund provision in SGAT § 5.4.4.1 applied to accumulated late charges (Colorado Workshop Transcript, June 20, 2001, pages 65-66). Qwest replied that it would apply to late charges and stated that it would add clarifying language (Colorado Workshop Transcript, June 20, 2001, page 66). Sprint also asked “why the interest associated with unpaid balances was different than the interest rate

associated with deposits (Colorado Workshop Transcript, June 20, 2001, pages 66-67). Qwest responded that the different rates were due to the way the Commission treated the two rates (Colorado Workshop Transcript, June 20, 2001, page 68).

741. Covad argued that “CLECs should be able to receive cash instead of a credit when it turned out that the CLECs were correct in a billing dispute.” (Colorado Workshop Transcript, June 20, 2001, page 69). Qwest stated that it would investigate the possibility of refunding cash (Colorado Workshop Transcript, June 20, 2001, page 69).

742. Qwest observed that after SGAT § 5.4 had been proposed and the CLECs submitted comments, Qwest and the CLECs engaged in several off-line discussions (Workshop Transcript, August 21, 2001, page 249). As a result of these discussions, Qwest modified SGAT § 5.4 (1) to make most of the language reciprocal, (2) to limit the process only to those charges that are in dispute, (3) to clarify that the parties may seek additional remedies, (4) to outline the time frame to respond to a dispute, (5) to clarify the terms regarding service, (6) to establish late charges, and (7) to impose interest on money that is subject to refund (Workshop Transcript, August 21, 2001, pages 249-250).

743. Circumstances involving three parties in an exchange were addressed. Under these circumstances, Qwest would provide service to the CLEC, and the CLEC would provide service to the end user. In due course, the following issues were cited:

➤ Relationship between cost causality and responsibility for cost of repair --

CLECs argue that Qwest could have the ability to charge a CLEC for correcting a problem that the CLEC may have had no involvement in

whatsoever (*e.g.*, charges to a CLEC for replacement of a NID damaged by an end user or other CLEC in a multitenant environment.).

- Informal versus formal dispute resolution – CLECs contend that there is a need to differentiate between informal and formal dispute resolution discussion processes, to expedite resolution. CLECs opine that there are a number of ways of resolving disputes without incurring the cost associated with a “formal process.” As such, SGAT § 5.4.4.12, states that parties “are to work in good faith in an effort to resolve and settle the dispute through informal means prior to initiating any other rights or remedies.”
- Time frame to respond to billing disputes between CLEC and Qwest – CLECs contend that the inherent complexity of the bill review process and the need to verify credits related to PAPs, imposes significant burdens on limited resources of small CLECs. CLECs recommend that SGAT §§ 5.4.4 and 5.4.4.3 affirmatively state that if a party fails to dispute a bill within the 45-day period (set forth in SGAT § 5.4.4.), the parties may dispute bill amounts at a later time through “either a formal process, an audit process, or a dispute resolution process.”
- Clarification of inclusion of term “relevant service” – CLECs expressed concern that unrelated services could be disconnected as a result of a dispute. Qwest states that relevant service means the specific service for which a bill isn't paid. To the extent that an unpaid bill goes unpaid, the associated “disconnect” affects only the service for which the unpaid bill applies.

- Disputed charges and any applicable late charges -- At issue is the appropriate interest rate. The Commission in Colorado has defined two different rates:

The interest on deposits is treated almost like “cash” as part of the capital structure, and determined to be just and reasonable compensation for customers leaving their money with a utility.

A “late charge” has a much higher interest rate as a motivation for the payer to meet a commitment without being unduly burdensome.

- Refunds to CLEC - SGAT § 5.4.4.2 states that “If a party pays the disputed charges and the dispute is resolved in favor of the disputing party, the billing party shall credit the disputing party's bill.” CLECs wanted a cash refund, as distinct from a credit payment.
- Ramifications of possible detariffing – Currently, the relationship between the end user and the provider of service is a de facto contract by virtue of the tariff. If the tariffing process were removed, Qwest observed that there would have to be an arrangement whereby the end user enters into a formal service contract.

744. WorldCom proposed to add the word “payment” before the phrase “due date” in SGAT § 5.4.5 (Workshop Transcript, August 21, 2001, pages 257-258). WorldCom stated that its proposal was appropriate because the phrase “payment due date” was a defined term within the SGAT (Workshop Transcript, August 21, 2001, page 258).

745. AT&T noted that the reference to a two-year term contained in SGAT § 5.4.6 should be changed to be consistent with the applicable term in SGAT § 5.2 (Workshop Transcript, August 21, 2001, page 263). The parties agreed to delete the reference to a two-year term in SGAT § 5.4.6 and replace it with the phrase “term of the agreement” (Workshop Transcript, August 21, 2001, page 265). None of the parties objected to these changes (Workshop Transcript, August 21, 2001, page 265).
746. The parties agreed that issue G-31 was **closed** (Workshop Transcript, August 21, 2001, page 265).
747. **Workshop Issue No. GT&C-32 (G-32).** Responsibilities related to taxes.
748. Qwest testified that it modified SGAT § 5.5 pursuant to the CLECs’ requests (Workshop Transcript, August 21, 2001, page 265). Qwest made the provision reciprocal and added language indicating that Qwest would cooperate with any tax audit (Workshop Transcript, August 21, 2001, page 265). None of the parties objected to the changes. (Workshop Transcript, August 21, 2001, pages 265-266).
749. The parties agreed that issue G-32 was **closed** (Workshop Transcript, August 21, 2001, page 266).
750. **Workshop Issue No. GT&C-33 (G-33).** Enumeration of insurance requirements.
751. Qwest testified that in response to the CLECs requests, it modified SGAT § 5.6 in which insurance requirements were made reciprocal; the scope of insurance was limited to operations for which a party has assumed legal responsibility within the SGAT; a framework for self-insurance was provided; agreement was reached that certificates of

insurance would only be made available upon request; special considerations were cited as to corporations with “substantial assets” with respect to utilization of an affiliated “captive insurance company”; the term “business” was substituted for “comprehensive,” which is commonly used in reference to automobile liability insurance, per SGAT § 5.6.1; the term “exclusion of liability for loss of profit or business revenues for service interruption” was eliminated, per SGAT § 5.6.1.5 (Workshop Transcript, August 21, 2001, page 266). Specifically,

- 752. None of the parties objected to the changes and the parties agreed that issue G-33 was **closed** (Workshop Transcript, August 21, 2001, pages 266-267).
- 753. **Workshop Issue No. GT&C-34 (G-34).** Clarification of force majeure.
- 754. Qwest testified that it made two changes to SGAT § 4.7 pursuant to the request of the CLECs (Workshop Transcript, August 21, 2001, page 267). First, Qwest removed “equipment failure” as a force majeure event (Workshop Transcript, August 21, 2001, page 267). Second, Qwest clarified that the inability to secure products or services would only be a force majeure event if the failure to secure products or services were beyond the parties' control (Workshop Transcript, August 21, 2001, page 267). None of the parties objected to these changes (Workshop Transcript, August 21, 2001, page 267).
- 755. The parties agreed that issue G-34 was **closed** (Workshop Transcript, August 21, 2001, page 267).
- 756. **Workshop Issue No. GT&C-35a (G-35a).** Whether “limits of liability” are appropriate.

757. Qwest proposed to limit liability associated with providing services to the price of the services or functions under the contract (Workshop Transcript, August 22, 2001, pages 13-14). For liability related to issues other than services, such as property damage, Qwest proposed to limit liability to the total amount charged under the interconnection agreement in any given year (Workshop Transcript, August 22, 2001, page 14). Qwest also stated that these limitations of liabilities would in no way limit or otherwise affect the PAP (Workshop Transcript, August 22, 2001, page 14).
758. AT&T proposed that: (1) changing SGAT § 5.8.1 so that either party may recover direct damages from the other (Workshop Transcript, August 22, 2001, page 15); (2) changing SGAT § 5.8.2 so that indirect, incidental, consequential, and special damages would be limited (Workshop Transcript, August 22, 2001, page 15); and (3) deleting SGAT § 5.8.3 in its entirety (Workshop Transcript, August 22, 2001, page 16).
759. WorldCom, Covad, and New Edge concurred with AT&T (Workshop Transcript, August 22, 2001, pages 18-21).
760. Qwest submitted that a “contractual relationship” should explicitly spell out the limitations of liability so as to clearly delineate both parties' responsibilities for acts and actions contingent on the business relationship between Qwest and the CLECs, not the end user. Qwest cites the example of a stock broker's telephone being out of service, affirming that “it would be unreasonable to enter into a business relationship that would expose the company to losses associated with stock transactions because of an inability put in a sell or buy order.” Qwest asserted that “No party would enter into a business relationship with that kind of exposure.” Qwest contends that “normal commercial

practice” is to enter into the business based upon some limitation of liability arrangement. As such, Qwest asserted that limits on liability associated with performing a service or function under contract should be limited to the price of the service or function, which Qwest asserts is a “standard practice in the telecommunications industry.” For other types of liability, apart from the offering of the service (*e.g.*, damage to equipment caused by another company’s installer) liability would be limited to the “total amount charged under the Interconnection Agreement in any given year.” Qwest imposes no limitations on liability attributable to “willful misconduct by Qwest.”

761. CLECs contended that Qwest’s position is inconsistent with a “competitive market model.” Rather, the approach has the vestiges of a “monopoly market model” which is no longer apropos. CLECs argued that “limitation of liability to the price of the service or function or total amount charged to the CLEC during the contract year” bears no relationship to the damage that a CLEC might incur for non-performance on the part of Qwest. As such, CLECs sought the ability for either party to recover “direct damages” from the other, with limits imposed “only with respect to indirect, incidental, consequential, or special damages.” CLECs would eliminate a “dollar cap” associated with direct damages. CLEC want to expand “willful misconduct” to “willful or intentional misconduct” including the concept of “gross negligence.” CLECs also argued that damages should not be limited for bodily injury, death, or damage to tangible real or tangible personal property.
762. The parties agreed that issue G-35a was at **impasse** (Workshop Transcript, August 22, 2001, page 21).

763. **Workshop Issue No. GT&C-35b (G-35b).** Whether limitation of liability should extend to CLEC payments to third parties incurred as a result of Qwest's failure to perform.
764. CLECs' conjecture that there was a "mismatch" between (1) their own exposure in the event of performance penalties imposed by the Colorado PUC due to poor service quality, and (2) the amount of damages recoverable from Qwest if the incurred penalties were attributable to problems associated with Qwest's network. CLEC argued that under the arrangement proposed by Qwest, the CLEC would receive only up to the "price of service," which may be insufficient to cover penalties under State service quality rules. Under such a dichotomy, CLECs wanted full compensation for incurred penalties upon demonstration of Qwest's culpability. Conversely, Qwest contended that lifting limits of liability on a case-by-case basis for problematic, "special situations" is unwarranted.
765. AT&T proposed expanding SGAT § 5.8.4 so that there is no limit for intentional or willful misconduct and gross negligence, and that damage is not limited for bodily injury, death, or damage to tangible real or personal property (Workshop Transcript, August 22, 2001, page 16).
766. The parties agreed that issue G-35b was at **impasse**.
767. **Workshop Issue No. GT&C-35c (G-35c).** Whether PAP and liability issues are coupled when service quality rules or other regulatory requirements are also entailed.
768. CLECs were confused as to whether the PAP would be an exclusive remedy. Qwest stipulated that limitation of liability would not impinge on outcomes of the PAP or affect any penalties associated with the PAGE. However, CLECs were concerned that remedies

prescribed in the PAP may somehow preempt or preclude other means to redress liabilities.

769. The parties agreed issue G-35c was at **impasse** (Workshop Transcript, August 22, 2001, page 18).
770. **Workshop Issue No. GT&C-35d (G-35d).** Whether there are conflicts between the Fraud Section of the Limitation of Liability section and the revenue protection language of the SGAT.
771. AT&T proposed changing SGAT § 5.8.6 so that the party responsible for fraud is also liable for fraud (Workshop Transcript, August 22, 2001, page 16). AT&T also stated that the language was reciprocal (Workshop Transcript, August 22, 2001, page 17).
772. Matters pertained to third-party perpetration of fraud against a CLEC, made possible because of an act or omission by Qwest (and visa versa). Qwest contended that it is appropriate to have a fraud provision in the Limitation of Liability section to assign responsibility for dealing with any service-related fraud. Qwest argued that, by contrast, fraud citations in the Network Security section only address making Qwest's fraud protection devices on its network available to CLECs.
773. CLECs contend that a Fraud section embedded in a standard Limitation of Liability section was misplaced and, as such, should be struck. "At the least, a Fraud section should be dealt with more comprehensively elsewhere." CLECs also expressed concern that there were subtending issues as to the resolution of possible conflicts between

Limitations of Liability (SGAT § 5.8.6) and Network Security (SGAT § 11.34) sections -
- as well as Fraud sections within the disparate CLEC Interconnection Agreements.

774. The Commission Staff asked the CLECs what the effect of striking the provision related to fraud in SGAT § 5.8.6 would be (Workshop Transcript, August 22, 2001, pages 21-22). AT&T responded that deleting SGAT § 5.8.6 would not have a major impact because the typical scenario would be that a fraud is committed by a third party due to an act or omission by Qwest (Workshop Transcript, August 22, 2001, pages 22-23). In that case, Qwest would be liable for the act or omission (Workshop Transcript, August 22, 2001, page 23). AT&T also noted that Qwest's fraud provision was "one way" (Workshop Transcript, August 22, 2001, page 24). Qwest agreed to make the fraud provision reciprocal (Workshop Transcript, August 22, 2001, page 24).
775. The parties subsequently resolved Issue G-35d by **consensus** and § 5.8.6 was **deleted** from the SGAT.³⁰
776. The Hearing Commissioner subsequently dealt with the foregoing impasse issues (Issues G-35a through G-35c) in a consolidated fashion in Issue G-35 (Limitation of Liability Provisions).³¹
777. **Workshop Issue No. GT&C-36 (G-36).** Protection and sharing of Intellectual Property.
778. Qwest testified that several modifications were made to SGAT § 5.10 pursuant to AT&T's request (Workshop Transcript, August 21, 2001, pages 269-270). Some of the changes included: excluding intellectual property disputes from the general dispute

³⁰ SGAT Rev. 11/30/01 at § 5.8.6.

resolution procedure, changing the indemnity provisions associated with patent infringement, and agreeing to caveats regarding reciprocity and the result of an indemnified party's failure to obtain path rights (Workshop Transcript, August 21, 2001, page 270). Qwest stated that its intellectual property attorneys and AT&T's intellectual property attorneys had concurred with the changes (Workshop Transcript, August 21, 2001, page 270).

779. It was agreed that issue G-36 was **closed** (Workshop Transcript, August 21, 2001, pages 270-271).
780. **Workshop Issue No. GT&C-37 (G-37).** Coverage of warranties provided in other parts of the SGAT.
781. Qwest modified SGAT § 5.11 to clarify that SGAT § 5.11 did not alter or amend any express warranties contained in other portions of the SGAT (Workshop Transcript, August 21, 2001, page 271).
782. It was agreed that issue G-37 was **closed** (Workshop Transcript, August 21, 2001, page 271).
783. **Workshop Issue No. GT&C-38a (G-38a).** Whether CLECs may impose conditions on Qwest when it seeking to assign assets or exchanges.
784. As an initial matter, Qwest stated that it made considerable changes to SGAT § 5.12 in response to CLECs' requests (Workshop Transcript, August 22, 2001, page 118). Specifically, Qwest deleted SGAT § 5.12.2, which addressed CLEC mergers (Workshop

³¹ Decision No. R01-1193 at page 19.

Transcript, August 22, 2001, page 118). Qwest also articulated the specific rights of CLECs to opt into other contracts in SGAT § 5.12.3 (Workshop Transcript, August 22, 2001, page 118).

785. It was agreed that either party could assign or transfer the SGAT Agreement to a corporate affiliate or an entity under its common control without the consent of the other party, provided that the assignor guarantees the performance of the Agreement by such an assignee. There was consensus that issue G-38a was **closed** (Workshop Transcript, August 22, 2001, page 118).

786. **Workshop Issue No. GT&C-38b (G-38b).** Whether or not CLECs may impose conditions on Qwest when it seeking to sell assets or exchanges to a third party.

787. AT&T proposed SGAT § 5.12.2 (Subsections A through E), as stated in *Exhibit 6-ATT-72*, and seeking to place conditions on any sale or transfer of Qwest's assets or exchanges (Workshop Transcript, August 22, 2001, pages 118-119). Qwest specifically objected to all of the proposed subsections (Workshop Transcript, August 22, 2001, pages 122-123).

788. Qwest argued that any restrictions or conditions placed on the sale of Qwest's assets or exchanges should be determined by the Commission through hearings open to the CLECs -- and not the SGAT (Workshop Transcript, August 22, 2001, pages 118-119). Qwest also argued that AT&T's proposal was improper because it imposed conditions on a sale before a buyer would be identified (Workshop Transcript, August 22, 2001, page 119). According to Qwest, this is problematic because different buyers may require different conditions and AT&T's proposal does not account for these distinctions (Workshop Transcript, August 22, 2001, page 119).

789. Qwest specifically objected to the 180-day notice provision (Workshop Transcript, August 22, 2001, page 122). According to Qwest, the proposed Subsection B was too broad and required Qwest to provide notice of any agreement or understanding related to any proposed transfer (Workshop Transcript, August 22, 2001, page 123). Qwest asserted that notice should be given only “once a deal was ready to be submitted to the Commission for approval.” (Workshop Transcript, August 22, 2001, pages 123-124).
790. AT&T claimed that one of the reasons for its proposal was to protect it against financial harm that may result from a sale or transfer of assets (Workshop Transcript, August 22, 2001, page 125). AT&T stated, “For example, if the transfer of exchanges necessitates a change in the network architecture, the remaining Qwest exchanges become more expensive for AT&T to interconnect, and serve.” (Workshop Transcript, August 22, 2001, page 125).
791. Qwest responded by stating that AT&T's protection against financial harm lies in the Commission and that AT&T would have an opportunity to raise those types of issues in the Commission hearings (Workshop Transcript, August 22, 2001, page 125).
792. The Commission Staff asked AT&T what it hoped to gain from its proposal that was not already provided by the Commission rules and procedures (Workshop Transcript, August 22, 2001, page 128).
793. AT&T responded by claiming that it was simply looking for “breathing room” and maintenance of the status quo until it could negotiate a new agreement with any new purchaser (Workshop Transcript, August 22, 2001, pages 128-129). In response to a question by the Commission Staff, AT&T admitted that it probably would not begin

negotiations with a purchaser prior to the completion of the sale (Workshop Transcript, August 22, 2001, page 129).

794. Qwest noted that when it was negotiating the sale of assets with Citizens, Qwest addressed the notice issue (Workshop Transcript, August 22, 2001, page 133). Qwest stated that Citizen tried to initiate negotiations with affected CLECs as soon as Qwest had identified the CLECs (Workshop Transcript, August 22, 2001, page 133).
795. The Commission Staff asked AT&T to clarify several points in its proposal. With respect to Subsection A, the Commission first asked AT&T if there was a time limit within which the new interconnection agreement must be negotiated (Workshop Transcript, August 22, 2001, page 140). AT&T stated that there was no time limit, but that it would be amenable to discussing a time limit (Workshop Transcript, August 22, 2001, pages 140-141). Second, the Commission Staff asked AT&T if the Interconnection Agreement terminated after the sale of the assets, but before the CLEC could negotiate a new Interconnection Agreement with the purchaser, would the Interconnection Agreement expire on its own terms or would the status quo be carried forward even though there was no Interconnection Agreement (Workshop Transcript, August 22, 2001, page 141). AT&T stated that it did not know what would happen in that situation (Workshop Transcript, August 22, 2001, page 141). Third, the Commission Staff asked AT&T if the obligations under Subsection A bound only Qwest or if they bound a potential purchaser as well (Workshop Transcript, August 22, 2001, page 142). AT&T stated that the Interconnection Agreement only bound Qwest (Workshop Transcript, August 22, 2001, page 142).

796. With respect to Subsection B, the Commission Staff asked AT&T to clarify the “triggering event” from which the 180-day notice provision is calculated (Workshop Transcript, August 22, 2001, page 143). AT&T verified that the trigger event was “the completion of the transfer” (Workshop Transcript, August 22, 2001, page 143). The Commission Staff stated that it did not see this as a contentious issue because, in Colorado, the 180-day notice provision will most likely be satisfied by Qwest's public filing for Commission approval -- as the Commission will need at least 180 days to approve the sale (Workshop Transcript, August 22, 2001, pages 143-145). The Commission Staff also asked AT&T to clarify what it meant by the “prompt written notice” (Workshop Transcript, August 22, 2001, page 145). AT&T stated that “prompt” meant within a reasonable time (Workshop Transcript, August 22, 2001, page 146). The Commission Staff asked AT&T to define what it meant by the phrase “any agreement or understanding related to any proposed transfer” (Workshop Transcript, August 22, 2001, page 146). AT&T stated that an agreement or understanding was an agreement where the parties had agreed to all the material terms (Workshop Transcript, August 22, 2001, page 146). AT&T also noted that it did not intend to receive notice of preliminary negotiations or agreements, rather it only wanted notice once a deal was in its final stages (Workshop Transcript, August 22, 2001, page 146).
797. With respect to Subsection C, the Commission Staff asked AT&T what it expected to receive by asking Qwest to use “its best efforts” (Workshop Transcript, August 22, 2001, page 147). AT&T stated that “best efforts” would include notification, possibly introductions, possibly participation in the discussions, and possibly contract terms that

would ensure a purchaser's reasonable cooperation with CLECs (Workshop Transcript, August 22, 2001, pages 148-149).

798. With respect to Subsection D, the Commission Staff asked AT&T to clarify the scope of the documents that it wanted related to an application to the Commission for sale of assets by Qwest (Workshop Transcript, August 22, 2001, page 149). AT&T stated that it wanted the agreement, the application, all the testimony, and all the supporting documents (Workshop Transcript, August 22, 2001, page 149).
799. With respect to Subsection E, the Commission Staff asked AT&T to explain what it meant by the phrase “not challenge the Commission's authority” (Workshop Transcript, August 22, 2001, pages 149-150). AT&T explained that it was meant to be a waiver of Qwest's ability to challenge the Commission's authority but that AT&T would be willing to delete that provision (Workshop Transcript, August 22, 2001, pages 150-152).
800. New Edge stated that it agreed with AT&T's overall efforts to provide a mechanism for transition upon the sale of Qwest's assets, although it did not agree with every proposed provision. (Workshop Transcript, August 22, 2001, pages 153-157). New Edge stated that its support for AT&T stemmed from its experience in other jurisdictions with post-sale problems (Workshop Transcript, August 22, 2001, pages 153-157).
801. Covad also agreed with AT&T and stated that it had experiences similar to New Edge. (Workshop Transcript, August 22, 2001, page 158).
802. The Commission Staff clarified that the transition issues impacted CLECs with an interconnection agreement and with a certificate to serve the exchange subject to sale,

even though such CLECs currently may not be serving the exchange or have no intention on serving the exchange (Workshop Transcript, August 22, 2001, page 159).

803. The parties agreed issue G-38b was at **impasse** (Workshop Transcript, August 22, 2001, page 159).

804. The Hearing Commissioner subsequently dealt with issue G-38b as Issue G-38.³²

805. **Workshop Issue No. GT&C-39 (G-39).** Consideration of the Severability clause.

806. Qwest noted that no parties filed testimony regarding SGAT § 5.14 (Workshop Transcript, August 22, 2001, page 165). None of the parties objected to deleting the issue, which was **closed** (Workshop Transcript, August 22, 2001, page 165).

807. **Workshop Issue No. GT&C-40 (G-40).** How to treat Survivability of Provisions.

808. Qwest testified that it substituted the phrase “completion of a two year term” to “termination of the agreement” in SGAT § 5.17 at the request of AT&T (Workshop Transcript, August 22, 2001, page 165). No parties objected to this change and it was agreed issue G-40 was **closed** (Workshop Transcript, August 22, 2001, page 165).

809. **Workshop Issue No. GT&C-41 (G-41).** Comprehensive dispute resolution procedures.

810. Qwest testified that SGAT § 5.18, as cited in *Exhibit 6-Qwest-60*, was a result of numerous negotiations between itself, WorldCom, and AT&T (Workshop Transcript, August 22, 2001, page 166). As a result of the negotiations, the parties resolved issues relating to the applicability of AAA and JAMS/Endispute rules in the event of an

³² Decision No. R01-1193 at page 27.

arbitration; how many days a party has to raise a dispute; how the arbitrator's decision would be handled; whether the SGAT would in some way limit the jurisdiction or authority of the Commission; and the treatment of intellectual property disputes (Workshop Transcript, August 22, 2001, pages 166-167).

811. Qwest also observed that arbitration was not the sole remedy under SGAT § 5.18 but, once both parties agree upon arbitration, the parties were bound to settle their dispute through arbitration (Workshop Transcript, August 22, 2001, pages 167-174). The only exception is in a situation where a party seeks injunctive relief that can be granted only by a commission or court (Workshop Transcript, August 22, 2001, pages 167-174). In that instance, the parties can pursue the provisional remedy and the arbitration concurrently (Workshop Transcript, August 22, 2001, pages 167-174). However, any provisional remedy is superseded by a final arbitrator's award (Workshop Transcript, August 22, 2001, pages 167-174).
812. The parties agree that issue G-41 was **closed** (Workshop Transcript, August 22, 2001, page 174).
813. **Workshop Issue No. GT&C-42 (G-42).** Establishment of controlling law.
814. Qwest testified that issue G-42 related to “the law” that governed the contract (Workshop Transcript, August 22, 2001, page 175). Qwest agreed to include the phrase “and applicable law” and change “Arizona” to “Colorado” (Workshop Transcript, August 22, 2001, page 175). No parties object to this change and issue G-42 was **closed** (Workshop Transcript, August 22, 2001, page 175).

815. **Workshop Issue No. GT&C-43 (G-43).** Dealing with potential environmental hazards.
816. WorldCom stated that issue G-43 concerned competing language for SGAT § 5.20 regarding environmental contamination (Workshop Transcript, August 22, 2001, pages 175-176). WorldCom proposed replacing Qwest's language with language from WorldCom's model contract as detailed in *Exhibit 6-WorldCom-9* (Workshop Transcript, August 22, 2001, page 176). WorldCom agreed to the language currently in the SGAT on the assumption that it fully and fairly addresses the issue of responsibility for environmental contamination (Workshop Transcript, August 22, 2001, page 176).
817. The parties agreed that issue G-43 was **closed** (Workshop Transcript, August 22, 2001, page 176).
818. **Workshop Issue No. GT&C-44 (G-44).** Means of providing Notice under the Agreement and the inclusion of e-mail, phone, and fax notices.
819. Qwest testified that issue G-44 related to the notice provisions included in SGAT § 5.21. (Workshop Transcript, August 22, 2001, page 177). Qwest agreed to add language requested by the CLECs that allowed notice to be sent by e-mail and fax in addition to normal mail (Workshop Transcript, August 22, 2001, page 177). No parties object to this change and it was agreed that issue G-44 was **closed** (Workshop Transcript, August 22, 2001, page 177).
820. **Workshop Issue No. GT&C-45 (G-45).** Appropriate approach to third-party beneficiaries.

821. Qwest testified that issue G-45 related to the prohibition of third-party beneficiaries found in SGAT § 5.23 (Workshop Transcript, August 22, 2001, page 177). Prior to the workshop, WorldCom requested a rewording of the provision to reflect WorldCom's model agreement (Workshop Transcript, August 22, 2001, page 177). Qwest agreed to this rewording, noting that it did not substantively change the provision (Workshop Transcript, August 22, 2001, page 177). No parties objected to the rewording and issue G-45 was **closed** (Workshop Transcript, August 22, 2001, page 177).
822. **Workshop Issue No. GT&C-46 (G-46).** Qwest obligation to obtain permits.
823. Qwest noted that WorldCom withdrew its objections to SGAT § 5.27 (Workshop Transcript, August 22, 2001, page 178). With WorldCom's withdrawal, no objections remained and issue G-46 was **closed** (Workshop Transcript, August 22, 2001, page 178).
824. **Workshop Issue No. GT&C-47 (G-47).** Parties approach to wiretaps.
825. Qwest noted that WorldCom withdrew its objections to SGAT § 5.28 (Workshop Transcript, August 22, 2001, page 178). With WorldCom's withdrawal, no objections remained and issue G-47 was **closed** (Workshop Transcript, August 22, 2001, page 178).
826. **Workshop Issue No. GT&C-48 (G-48).** Statement that SGAT and associated Exhibits constitutes the entire agreement.
827. Qwest testified that issue G-48 concerned SGAT § 5.31 and set forth what constituted the entire agreement (Workshop Transcript, August 22, 2001, page 178). Qwest noted that it made some non-substantive changes to the provision (Workshop Transcript, August 22,

2001, page 178). None of the CLECs disputed the rewording or objected to the language and issue G-48 was **closed**. (Workshop Transcript, August 22, 2001, page 178).

828. **Workshop Issue No. GT&C-49 (G-49).** Observation that SGAT sections contain duplicative language.
829. The parties agreed to **delete** issue G-49. Qwest stated that issue G-49, related to SGAT § 5.32, was deleted because it was duplicative of other SGAT sections (Workshop Transcript, August 22, 2001, page 178). The other parties did not raise any objections and issue G-49 was **closed** (Workshop Transcript, August 22, 2001, page 178).
830. **Workshop Issue No. GT&C-50a (G-50a).** Inclusion of additional network security provisions as to the means of addressing network jeopardy situations.
831. Qwest reported that it was willing to make changes to SGAT § 11 pursuant to the requests of CLECs. Specifically, Qwest agreed to (1) make SGAT § 11.3 (sabotage or disablement of equipment) reciprocal, (2) make SGAT § 11.15 (compliance with environmental health and safety regulations) apply to Qwest employees, and (3) expand SGAT § 11.9 (Smoking) to include notice provisions regarding items that Qwest believes raises potential safety or property issues before Qwest denies CLECs access so that CLECs can remedy the situation (Workshop Transcript, August 22, 2001, pages 179-180).
832. The Commission Staff also noted that the provisions regarding notice of unsafe practices that Qwest agreed to add were included in a section prohibiting smoking in Qwest facilities (Workshop Transcript, August 22, 2001, pages 181-185). The Commission

requested that the additions regarding network security be placed in a separate section. (Workshop Transcript, August 22, 2001, page 180).

833. Qwest explained that SGAT § 11.19 (Smoking) contained the notice provisions because that allowed Qwest to deny access to anyone who failed to abide by the restriction against smoking (Workshop Transcript, August 22, 2001, page 186). The CLECs were concerned about receiving advanced notice of any denials of access (Workshop Transcript, August 22, 2001, pages 186-187). Qwest, therefore, modified SGAT § 11.19 in response to the CLECs request (Workshop Transcript, August 22, 2001, pages 186-187). Procedures are further enumerated in SGAT § 11.23.
834. In response to the Commission Staff's and CLECs' concerns, Qwest agreed to replace the phrase "hazardous CLEC work activity" in SGAT § 11.19 with "violation of this provision" and address hazardous CLEC work activity in SGAT § 11.23 (Workshop Transcript, August 22, 2001, pages 189-190). This change limited the scope of SGAT § 11.19 to smoking only.
835. WorldCom proposed that SGAT § 11.22 be changed to include language that would not limit CLECs and its employees or agents from performing modifications, alterations, additions, or repairs to its own equipment (Workshop Transcript, August 22, 2001, page 191). After confirming that WorldCom's proposal did not carve out an exception to the hazardous work activity restriction, Qwest agreed to the changes (Workshop Transcript, August 22, 2001, p.191-92).

836. WorldCom also raised issues with the language of SGAT §§ 11.23, 11.34, and 11.20. Qwest agreed to review this language with its witness and report whether Qwest will add the proposed language (Workshop Transcript, August 22, 2001, pages 197-202).
837. In that context, consensus was reached that Qwest employees may request CLEC's employee, agent, or vendor to stop any work activity that in their reasonable judgment is a jeopardy to personal safety or poses a potential for damage to the Qwest building, Qwest equipment, or Qwest services within the facility.
838. In turn, CLEC employees may report any work activity that, in their reasonable judgment, is a jeopardy to personal safety or poses a potential for damage to the building, CLEC equipment, or CLEC services within the facility. Qwest Service Assurance is to be notified, and the reported activity will be stopped until the situation is remedied (Workshop Transcript, August 22, 2001, pages 197-202).
839. The parties agreed that issue G-50a was **closed** (Workshop Transcript, August 22, 2001, page 202).
840. **Workshop Issue No. GT&C-50b (G-50b).** Inclusion of additional network security provisions as to removing CLEC employees without identification from Qwest's premises.
841. Qwest noted that WorldCom previously had requested language regarding network security from its standard agreement which was found in *Exhibit 6-WorldCom-9 and MWS-1* be incorporated in the SGAT (Workshop Transcript, August 23, 2001, pages 83-85). Qwest testified that with respect to WorldCom's language regarding backup and

recoveries in the event of a system failure, Qwest already provided sufficient protection through SGAT § 12.2.1.8 and its interface contingency plans and disaster recovery plans (Workshop Transcript, August 23, 2001, pages 86-87). WorldCom agreed that SGAT § 12.2.1.8 was sufficient and withdrew its request to add that particular provision (Workshop Transcript, August 23, 2001, pages 86-87).

842. With respect to WorldCom's language regarding individual CLEC-approved security devices, Qwest testified that it already established security within Qwest's side of the network and that it did not want to interfere with security on the CLEC side of the network. (Workshop Transcript, August 23, 2001, pages 89-90). WorldCom asked Qwest what provision in the SGAT establishes Qwest's network security (Workshop Transcript, August 23, 2001, pages 89-90). Qwest responded that its security is built in with features like password control, firewalls, and secure IDs, and not specifically identified in the SGAT (Workshop Transcript, August 23, 2001, pages 89-90). WorldCom stated that its language was designed to ensure that Qwest's interfaces would properly interact and not interfere with WorldCom's interfaces and security devices (Workshop Transcript, August 23, 2001, page 91). As a compromise, WorldCom proposed making SGAT § 11.7 reciprocal instead of adopting its proposed language (Workshop Transcript, August 23, 2001, page 93). Qwest stated that simply making SGAT § 11.7 reciprocal would be over-inclusive and broad (Workshop Transcript, August 23, 2001, pages 93-95).
843. Agreement was reached that CLEC employees, agents, or vendors outside the designated CLEC access area, or without proper identification, will be asked to vacate the premises

and Qwest security will be notified. Continued violations will result in termination of access privileges.

844. The parties agreed that issue G-50b was **closed** (Workshop Transcript, August 22, 2001, page 202).
845. **Workshop Issue No. GT&C-50c (G-50c).** Inclusion of additional network security provisions as to Revenue Protection.
846. WorldCom testified that it agreed to language in *Exhibit 6-Qwest-86* with respect to revenue protection and that with this agreement it withdrew its request to include § 20.2.2 from *Exhibit 6-WorldCom-9 MSW-1* (Workshop Transcript, August 23, 2001, pages 144-145).
847. Agreement was reached that Qwest is to make available all present and future fraud prevention and revenue protection features. Explicit references are incorporated as to information, prison, and payphone codes; call blocking of domestic and international numbers; and pertinent Operations Support Systems, including LIDB Fraud monitoring systems (Workshop Transcript, August 22, 2001, pages 197-202).
848. The parties agreed that issue G-50c was **closed** (Workshop Transcript, August 22, 2001, page 202).
849. **Workshop Issue No. GT&C-50d (G-50d).** Whether fraud and fraud protection provisions are appropriate.

850. CLECs wanted revenue protection for uncollectables and unbillable revenues attributable to Qwest network troubles. CLECs contended that Qwest should be held accountable for what they provision, consistent with Interconnection Agreements. Qwest contends its “limitation of liability” provisions limit damages for out-of-service conditions to the price of the service, not the lost revenues on the service.
851. CLECs claimed Qwest should be responsible for revenues lost through malicious alteration of software by unauthorized third parties (*i.e.*, hackers). Qwest reaffirmed its position as to limitation of liability. CLECs claimed Qwest should be responsible for uncollectables and unbillable revenues resulting from failure to prevent criminal activity impinging on its network, including unauthorized use, whether initiated through software (*e.g.*, black boxes) or hardware (*e.g.*, attaching clips to terminal posts). Qwest disavowed any such role as serving as a *de facto* “insurance company” to the CLECs. (Workshop Transcript, August 22, 2001, pages 197-202).
852. The parties agreed that issue G-50d was at **impasse** (Workshop Transcript, August 22, 2001, page 202).
853. **Workshop Issue No. GT&C-51a (G-51a).** Whether CLECs may conduct an audit of Qwest’s general performance; if so, the scope of such an audit, and relationship of audit and PAP.
854. Qwest asserted that the purpose of the audit section in SGAT § 18, as indicated in *Exhibits 6-Qwest-60* and *Exhibit 6-Qwest-61*, is to review billing matters between parties. Qwest argued that the scope of any audits should be limited to billing issues only (Workshop Transcript, August 22, 2001, page 208). Qwest drew a distinction between

audits (which are a review of books, records, and other documents related to billing matters) and examinations (which are limited inquiries short of a full audit) but admitted that under its view, “examinations” may be redundant of “audits” (Workshop Transcript, August 22, 2001, pages 217-220). Qwest also argued that any concerns regarding performance or non-performance of non-billing related sections of the SGAT should be resolved pursuant to the dispute resolution procedure included in the SGAT, not an audit or examination (Workshop Transcript, August 22, 2001, page 208).

855. AT&T took the position that examinations should be broader than audits and should permit CLECs to inquire into all services performed under the SGAT (Workshop Transcript, August 22, 2001, pages 213-215). AT&T proposed to replace the word “above” in § 18.1.2 with “services performed,” thus changing § 18.1.2 to read “Examinations shall mean an inquiry into a specific element or process related to the services performed under this agreement.” (Workshop Transcript, August 22, 2001, pages 213-214). AT&T justified this proposal by citing the “Tade Affidavit” (per Issue G-62a) stating that there should be a mechanism to ensure that Qwest is following the proper procedures and processes under the SGAT (Workshop Transcript, August 22, 2001, page 214).

856. WorldCom disagreed with Qwest's attempt to limit the scope of audits to billing matters (Workshop Transcript, August 22, 2001, page 220). WorldCom argued that audits should include more than just billing related matters, as reflected in its proposed language in *Exhibit 6-WorldCom-30* (Workshop Transcript, August 22, 2001, page 220). Covad concurred with AT&T and WorldCom that audits should include more than just billing related matters (Workshop Transcript, August 22, 2001, p.225).

857. The parties also discussed how the audit provision of SGAT § 18 would relate to the audit provisions of the PAP (Workshop Transcript, August 22, 2001, pages 223-236). WorldCom asserted that SGAT § 18 should be independent of the PAP (Workshop Transcript, August 22, 2001, pages 229-234). Qwest offered to add language to the SGAT that would clarify that the audit provision of SGAT § 18 does not limit or expand the audit provisions of the PAP (Workshop Transcript, August 22, 2001, page 234). The parties agreed that this language was appropriate (Workshop Transcript, August 22, 2001, pages 235-237). AT&T also asked Qwest to consider inserting language in the SGAT that would ensure that the PAP does not limit or expand the audit provisions of SGAT § 18 (Workshop Transcript, August 22, 2001, pages 235-236). Qwest agreed to investigate the issue (Workshop Transcript, August 22, 2001, page 236).
858. The parties agreed that issue G-51a was at **impasse** (Workshop Transcript, August 22, 2001, page 236).
859. **Workshop Issue No. GT&C-51b (G-51b).** Whether audit costs should be apportioned or assigned based on the audit outcome.
860. WorldCom asserted that Qwest failed to incorporate certain language in SGAT § 18 and WorldCom had proposed *Exhibit 6-WCom-30*, which Qwest previously agreed to include. Specifically, WorldCom cited: (1) the addition of the word “examination” wherever the word “audit” was used, (2) changing the time to initiate an audit from 24 months to 36 months, (3) the addition of language regarding independent auditors, (4) deleting the allocation of cost provision, and (5) changing the survival provision from two years to three years (Workshop Transcript, August 22, 2001, pages 238-240).

861. WorldCom testified that it requested Qwest to strike SGAT § 18.2.10 regarding the allocation of audit costs and specifying that each party would share equally in the audit costs (Workshop Transcript, August 22, 2001, page 239). WorldCom proposed that the loser of the audit bear the costs of the audit (Workshop Transcript, August 22, 2001, page 240). WorldCom states that this was similar to the cost allocation framework in the PAP (Workshop Transcript, August 22, 2001, page 240).
862. The parties agreed that issue G-51-b was at **impasse**. (Workshop Transcript, August 22, 2001, page 240).
863. The Hearing Commissioner subsequently dealt with the issues that remained in issues G-51a and G-51b in Issue G-51 (Scope of Audit Provisions).³³
864. **Workshop Issue No. GT&C-51c (G-51c).** Treatment of confidential information disclosed during the course of an audit.
865. Qwest indicated that, in response to AT&T's suggestion, SGAT § 18.3 was modified regarding the use of confidential information obtained through an audit (Workshop Transcript, August 22, 2001, page 210). Specifically, Qwest added language stating that “information provided in an audit or examination may only be reviewed by individuals with a need to know such information for purposes of § 18 and who are bound by the nondisclosure obligations set forth in § 5.16, and in no case shall confidential information be shared with the party's retail, marketing, sales or strategic planning groups.” (Workshop Transcript, August 22, 2001, page 210).

³³ Decision No. R01-1193 at page 40.

866. AT&T stated that it was agreeable with the language Qwest added but that it was concerned with Qwest's adherence to the provision (Workshop Transcript, August 22, 2001, page 243). AT&T agreed to defer any discussions regarding confidential information to issue G-62 (Workshop Transcript, August 22, 2001, page 245).
867. The parties agreed to **close** issue G-51c and **defer** it to issue G-62.
868. **Workshop Issue No. GT&C-52a (G-52a).** Whether SGAT or contract provisions expire under the terms of the original contracts if they are selected through pick and choose for incorporation into a new or existing contract.
869. Initially, issue G-52 involved SGAT § 1.8. However, the parties had extensive discussions of SGAT § 1.8 in connection with issue G-22 and agreed to incorporate discussion involving SGAT § 1.8 to that issue (Workshop Transcript, August 22, 2001, pages 246-249).
870. The parties agreed that issue G-52a was **closed** (Workshop Transcript, August 22, 2001, page 249).
871. The Hearing Commissioner subsequently dealt with Issue G-52a in Issue G-52 (Duration of “Pick-and-Choose” Provisions).³⁴
872. **Workshop Issue No. GT&C-52b (G-52b).** Objective criteria for establishing legitimately related provisions.
873. Subsumed in issue G-22. The parties agreed that issue G-52b was **closed** (Workshop Transcript, August 22, 2001, page 249).

874. **Workshop Issue No. GT&C-52c (G-52c).** Modified SGAT signature page.
875. The parties had agreed to move discussions of the signature page, previously identified within issue G-22, to issue G-52. Agreement as to the signature page was reached with addition of the following statement: By signing below and in consideration of the mutual promises set forth herein and other good and valuable consideration, CLEC adopts this SGAT and upon receipt by Qwest the parties agree to abide by the terms and conditions set forth in this Interconnection Agreement (Workshop Transcript, August 22, 2001, pages 246-249).
876. The parties agreed that issue G-52c was **closed**. (Workshop Transcript, August 22, 2001, page 249).
877. **Workshop Issue GT&C-53 (No. G-53).** Voluntary CLEC UNE forecast data to be submitted to Qwest.
878. CLECs want Qwest commitment to incorporate outcome of joint planning process along with commitment to keep information privileged. Qwest claims no obligation to use forecast.
879. Covad noted that issue G-53, which related to forecasting, the joint planning meeting and the obligation to use the forecast, was closed when the UNE forecast requirement was withdrawn (Workshop Transcript, August 22, 2001, pages 250-251).

³⁴ Decision No. R01-1193 at page 7.

880. The parties agreed that issue G-53 was **closed**. (Workshop Transcript, August 22, 2001, page 251).
881. **Workshop Issue No. GT&C-54 (G-54).** Unlawful limitation of the number of orders CLECs may place.
882. CLECs have concerns as to what constitutes a “complete and accurate” LSR. In response to these concerns:
- SGAT § 9.2.4.4 has been amended to clarify its meaning and intent. Qwest stipulates that there is no limitation on the number of LSRs that can be made in a day; rather, there is only a limitation regarding the number of lines or loops within an LSR.
 - SGAT § 12.2.1.4.2 refers to a “functional set” of information to be provided on an LSR, and IMA Guidelines are referenced as the guide for filling out LSRs.
 - The statement “Detailed ordering processes are found on the Qwest wholesale website.” has been added to SGAT § 9.2.4.1, as provided in *Exhibit 5-Qwest-63*.
883. New Edge contends there is no PID that provides for measurement on LSR completeness and accuracy, just number of rejections. LSRs rejected during testing will be observed for completeness and accuracy.

884. The parties agreed to **close** issue G-54 and to **defer** the issue OSS-3 (Workshop Transcript, August 22, 2001, pages 251-252).
885. **Workshop Issue No. GT&C-55 (G-55).** Concern as to intervals on reappointed orders.
886. CR #5371475, as logged in the Change Management Process, raises the issue as to whether there is a minimum of five days to reschedule UNE loop cutovers. CLECs want to know the interval on reappointment of loop orders. This was an unresolved loop issue that subsequently was withdrawn by AT&T.
887. The parties agreed that issue G-55 was **closed** (Workshop Transcript, August 22, 2001, pages 252-253).
888. **Workshop Issue No. GT&C-56 (G-56).** Concerns as to the use of the term “existing” in SGAT § 9.21.1.
889. CLECs want the SGAT to reflect end-to-end service activation time, process, and intervals entailed to establish DSL service.
890. The parties agreed that issue G-56 had been resolved in the Loop Workshop as issue LSPLIT-13 and therefore was **closed** (Workshop Transcript, August 22, 2001, pages 253-254).
891. **Workshop Issue No. GT&C-57 (G-57).** Advising Commission on a confidential basis as to notification of discontinuance of processing orders or services for nonpayment.
892. Qwest agreed to change SGAT §§ 5.4.2 and 5.4.3 as indicated in *Exhibit 6-Qwest-60* to allow the Commission, on a confidential basis, to receive notices from the billing party if

the billing party disconnects a company or discontinues processing orders (Workshop Transcript, August 21, 2001, page 251; Workshop Transcript, August 22, 2001, page 117).

893. The Commission Staff noted that the SGAT Lite did not contain Qwest's proposed changes (Workshop Transcript, August 21, 2001, pages 251-252). The Commission Staff also stated that the proposed language placed the notification obligation on the “billing party” which could potentially include CLECs (Workshop Transcript, August 21, 2001, pages 252-253).
894. Qwest responded that it would include the proposed language in the SGAT (Workshop Transcript, August 21, 2001, pages 251-252). The parties agreed that the proposed language would be acceptable and that the issue could be closed contingent on Qwest including the language in the SGAT (Workshop Transcript, August 21, 2001, pages 255-256). Qwest introduced *Exhibit 6-Qwest-73* with the proposed and agreed-upon language (Workshop Transcript, August 22, 2001, page 117).
895. The parties agreed that issue G-57 was **closed** (Workshop Transcript, August 21, 2001, page 257).
896. **Workshop Issue No. GT&C-58 (G-58).** Whether Qwest will agree to provide some of its collocation-related forecasting information in connection with joint planning meeting, and, if so, the scope of the information that will be provided to CLEC.
897. Covad noted that it had withdrawn the issue, and issue G-58 was **closed** (Workshop Transcript, August 22, 2001, page 255).

898. **Workshop Issue No. GT&C-59 (G-59).** CLEC ability to publish aggregated forecast data, including integrated Qwest and CLEC data.
899. The parties agreed that Qwest would make the use of aggregated forecasting data reciprocal and that the specific language would be determined in conjunction with the resolution of issue G-8 (Workshop Transcript, August 22, 2001, pages 255-260). Subsequently, Qwest claimed that issue G-59 was at impasse, and introduced *Exhibit 6-Qwest-88* outlining proposed language for § 5.16.9.1 which makes the provision reciprocal.
900. The parties reconsidered, and agreed to close issue G-59 and **defer** to issue G-8 (Workshop Transcript, August 22, 2001, page 255).
901. **Workshop Issue No. GT&C-60 (G-60).** Clarification of how information can be used for publicity purposes.
902. Qwest noted that this issue was closed as a result of modifications made by Qwest to SGAT § 5.25 as requested by a CLEC that is not a party to this proceeding. None of the CLECs that participated in this proceeding took issue with the change. The parties agreed that issue G-60 was **closed** (Workshop Transcript, August 22, 2001, pages 260-261).
903. **Workshop Issue No. GT&C-61 (G-61).** Clarification of the Amendment section.
904. The parties noted that this issue was closed as a result of Qwest's acceptance of AT&T's proposed language regarding SGAT § 5.30. The parties agreed that issue G-61 was **closed** (Workshop Transcript, August 22, 2001, pages 260-261).

905. **Workshop Issue No. GT&C-62a (G-62a).** Whether adequate assurance has been given as to protection of confidential data provided to Qwest.
906. At issue is the use of confidential information and how confidential information in general would be treated, including material obtained during the course of an audit and/or examination. Matter also pertains to “conduct” as well as guarding against misuse of confidential information. In this regard, AT&T testified regarding the Tade Affidavit which was marked as *Exhibit 6-ATT-71* (Workshop Transcript, August 22, 2001, pages 265-268).
907. AT&T stated that the Tade Affidavit detailed the experience of Mr. Tade who was solicited by Qwest after he had contacted AT&T to switch his phone service -- but before his service was actually changed (Workshop Transcript, August 22, 2001, pages 265-268). AT&T argued that Qwest learned of Mr. Tade's desire to switch to AT&T through AT&T's number portability request (Workshop Transcript, August 22, 2001, pages 265-268). AT&T argued that Qwest misused AT&T's number portability request and mishandled confidential information (Workshop Transcript, August 22, 2001, pages 265-268). AT&T stated it normally handles all the details to complete the switch for the end-user, including working with Qwest to switch service (Workshop Transcript, August 22, 2001, pages 265-269). AT&T also argued that Qwest's actions indicate that Qwest's number portability administrator has discriminatory access to Qwest information regarding who is switching service (Workshop Transcript, August 22, 2001, page 269).
908. The Commission Staff asked AT&T whether number portability requests and “win-back” activities are handled by the same service center (Workshop Transcript, August 22, 2001,

pages 269-270). AT&T responded that it did not know if that were the case (Workshop Transcript, August 22, 2001, page 269). The Commission Staff asked AT&T whether it had escalated the Tade matter to some type of dispute resolution proceeding or process (Workshop Transcript, August 22, 2001, pages 270-271). AT&T indicated that it was not aware whether it had sought to remedy the situation through a dispute resolution process (Workshop Transcript, August 22, 2001, page 271).

909. Qwest noted that Mr. Tade was an AT&T employee and that after a search in Washington, Arizona, Colorado, and Minnesota for the time period July 2000 to June 2001, Qwest discovered that neither it nor the Commission had received any complaints (Workshop Transcript, August 22, 2001, pages 273-280).
910. AT&T argued that “the fact no other customers have complained is not very significant because most customers do not know that Qwest should not be conducting win-backs before the end user is switched.” (Workshop Transcript, August 22, 2001, pages 277-278). AT&T also noted that it raised this issue in previous dockets, specifically the “jamming” complaint and Docket No. 97C-432T, when it had a Mr. Klug testify regarding “Qwest's access to information pertaining to tests that MCI had conducted on his line.” (Workshop Transcript, August 22, 2001, page 278).
911. The Commission Staff inquired of AT&T as to whether the jamming complaint was a toll situation (Workshop Transcript, August 22, 2001, page 279). AT&T indicated that it was a intraLATA toll, but that the same win-back restrictions applied (Workshop Transcript, August 22, 2001, page 279).

912. The Commission Staff asked Qwest whether it specifically investigated the facts contained in the Tade Affidavit (Workshop Transcript, August 22, 2001, page 281). Qwest responded that it inquired about complaints in general and did not investigate the specific instances detailed in the Tade Affidavit (Workshop Transcript, August 22, 2001, pages 281-282). The Commission Staff also asked Qwest whether it asked its account managers if they had received complaints (Workshop Transcript, August 22, 2001, pages 83-84). Qwest responded that it asked its executive complaint lines and checked with the Commission but did not ask account managers (Workshop Transcript, August 22, 2001, pages 280-284).
913. Covad commented, aside, that its first point of contact when it receives a complaint is the Qwest account manager. (Workshop Transcript, August 22, 2001, page 284).
914. The Commission Staff asked AT&T what it would like the Commission to investigate regarding Qwest's handling of confidential information (Workshop Transcript, August 22, 2001, page 285). AT&T stated that it wanted the Commission to issue an audit to review Qwest's handling of confidential information (Workshop Transcript, August 22, 2001, page 286). Qwest emphatically disagreed with AT&T's request (Workshop Transcript, August 22, 2001, page 287).
915. It was noted that the issue was similar to G-8, but generalized to encompass all confidential data. Although comments in G-8 were deemed germane, CLECs contended that Qwest has not provided sufficient assurance as to how proprietary data, in general, are to be held and maintained in confidence. Furthermore, CLECs have misgivings as to

Qwest's conduct in the misuse of confidential information. Qwest countered that its use and conduct in the treatment of confidential material are highly appropriate.

916. Aside, agreement reached as to reciprocity in general treatment of confidential data.
917. Parties agreed that issue G-62a was at **impasse** (Workshop Transcript, August 22, 2001, page 287).
918. The Hearing Commissioner subsequently dealt with issue G-62a under Issue G-8 (Use of and Access to Confidential Information).³⁵
919. **Workshop Issue No. GT&C-62b (G-62b).** Whether Qwest's proposed use of aggregated CLEC data is appropriate.
920. At issue is Qwest's treatment of aggregated CLEC information, and how it would be distributed and disclosed it in its aggregated form.
921. As distinct from CLEC-specific data, CLECs contended that even with aggregate data there may be a limited number of CLECs within the composite population, and hence it could be apparent as to which CLEC is predominantly represented.
922. Qwest countered that the spirit of its proposed SGAT language is to treat individual CLEC data as confidential and to protect it accordingly. However, aggregate data could be essential for use in the planning and management of Qwest's business operations, and could be infused into Qwest's business processes so long as individual CLECs' proprietary information were masked.

³⁵ Decision No. R01-1193 at page 29.

923. Qwest stated that it should be entitled to disclose aggregated CLEC information in conjunction with the following applications:

- Fulfillment of regulatory filing requirements. Data presented in cost studies are used to project future demand and determine costs and prices. These data are treated as confidential as a matter of course.
- Use of projected volumes in a particular serving area to price-out a product or service. This is to spread the price over the anticipated number of user for that product or service. This may entail CLEC-specific functionality such as local number portability pricing or planning for collocation space, etc.
- Business planning for software releases. It is necessary to estimate the total number of users to determine how costs of software development are to be spread in pricing the software.
- Consideration of both wholesale and retail customers. If software impacts both Qwest's customers and CLEC customers, the composite universe has to be determined, whereas, if just CLEC customers are involved, just the wholesale segment is incorporated.

924. Parties agreed that issue G-62b was at **impasse** (Workshop Transcript, August 22, 2001, page 287).

925. The Hearing Commissioner subsequently dealt with issue G-62b under Issue G-8 (Use of and Access to Confidential Information).³⁶

5.2 Principal Workshop Discussions and Resolution Associated with Operations Support Systems (OSS) Issues

926. Testimony and comments relate to OSS issues were provided by Ms. Notarianni of Qwest, as its witness; Mr. Dixon of WorldCom as its attorney; and Mr. Menezes of AT&T as its attorney.

927. **Workshop Issue No. GT&C-63 (OSS-1).** Whether there is a need to capture manual OSS interfaces together with enhanced interfaces.

928. Current OSS interfaces include facsimile that captures data sent from CLECs. WorldCom proposed adding the phrase “and manual processes” to SGAT § 12.2.1 as provided for in *Exhibit 6-Qwest-49* (Workshop Transcript, August 23, 2001, pages 27-28). Qwest agreed to modify SGAT § 12.2.1 accordingly, so as to incorporate manual interfaces and provide assurance that Qwest will notify CLECs of improvements to legacy systems interfaces, consistent with the provisions of the Change Management Process (CMP) set forth in § 12.2-6.

929. The parties agreed that issue OSS-1 was **closed** (Workshop Transcript, August 23, 2001, page 28).

930. **Workshop Issue No. GT&C-64 (OSS-2).** Whether there is need to capture manual OSS interfaces and with respect to billing arrangements.

³⁶ Decision No. R01-1193 at page 29.

931. WorldCom testified that it proposed adding the phrase “and manual processes” to SGAT § 12.1.2 (Workshop Transcript, August 23, 2001, pages 27-28). Qwest agreed to WorldCom's proposal, incorporating manual interfaces and changing the term “billing” to “billing function,” as provided for in *Exhibit 6-Qwest-4*. The parties agreed that issue OSS-2 was **closed** (Workshop Transcript, August 23, 2001, page 28).
932. **Workshop Issue No. GT&C-65 (OSS-3).** Justification for rejecting LSRs.
933. CLECs contend that the reasons for Qwest’s rejection of “complete and accurate” LSRs are not being adequately captured, and seek:
- An explicit definition of “complete and accurate LSR,” in particular as it pertains to ordering processes and pending orders.
 - Enumeration of current criteria for LSR rejection, and assessment of the reasonableness of such rejection criteria.
 - Agreement as to where provisions should reside (*e.g.*, SGAT versus website).
934. CLECs assert that situations arise, as when an end user transitions from Qwest to CLEC service, that can trigger LSR rejection if there is a pending Qwest order. CLECs sought assurance that Qwest will honor an LSR even though another order is pending with the same end-user customer.
935. Qwest testified that in response to the concerns of the CLECs regarding Qwest's rejection of LSRs and the definition of “complete and accurate LSRs,” it proposed several changes to SGAT §§ 12.2.1.9 and 12.2.1.10 (Workshop Transcript, August 23, 2001, pages 28-

30). Qwest testified that its proposed SGAT § 12.2.1.9 addressed the actual population of the ordered and feature services, obligated Qwest to provide published business rules regarding which LSR fields CLECs need to complete to create a complete and accurate LSR, ensured that Qwest would treat CLECs in a nondiscriminatory manner with respect to provisioning of services and out-of-hours provisioning, obligated Qwest to provide business rules regarding the rejection of LSRs, and obligated Qwest to provide CLECs access to ordering and status functions (Workshop Transcript, August 23, 2001, page 29). Qwest also testified that its proposed SGAT § 12.2.1.10 made the rejection of LSRs or ASRs subject to the change management process in SGAT § 12.2.6 (Workshop Transcript, August 23, 2001, pages 29-30).

936. AT&T noted that its prior proposal to add the sentence “[w]here Qwest provides installation on behalf of CLEC, Qwest shall advise the CLEC end-user to notify CLEC immediately if the CLEC end-user requests a service change at the time of installation” to SGAT § 12.2.1.9.7 had not been incorporated into the SGAT by Qwest. Qwest agreed to add AT&T’s proposed language.

937. The parties agreed that issue OSS–3 was **closed** (Workshop Transcript, August 23, 2001, page 31).

938. **Workshop Issue No. GT&C-66 (OSS-4).** Whether references to interconnection services should be explicitly included.

939. AT&T testified that issue OSS-4 concerned whether applicable interconnection services should be specifically delineated and referenced in SGAT § 12.1.2 (Workshop Transcript, August 23, 2001, pages 33-34). AT&T testified that the parties agreed to use a generic

reference rather than specifically listing resale services, UNEs, and interconnection services. The Commission Staff noted that Qwest removed the phrase “for resale and unbundled network elements” from SGAT § 12.1.2 (Workshop Transcript, August 23, 2001, page 34).

940. The parties agreed that issue OSS-4 was **closed** (Workshop Transcript, August 23, 2001, pages 33-34).
941. **Workshop Issue No. GT&C-67 (OSS-5).** Means by which Qwest communicates business rules and deviations from guidelines.
942. Qwest testified that WorldCom requested SGAT language to ensure that Qwest would disclose interface deviations from applicable standards or guidelines (Workshop Transcript, August 23, 2001, page 34). Qwest stated that it had included language in the SGAT that addressed WorldCom's concerns (Workshop Transcript, August 23, 2001, page 34). WorldCom concurred with Qwest's changes. The parties agreed that issue OSS-5 was **closed** (Workshop Transcript, August 23, 2001, page 34).
943. **Workshop Issue No. GT&C-68 (OSS-6).** Increased specificity for pre-order functionality.
944. Qwest testified that originally SGAT § 12.2.1.4 contained generic language with respect to electronic access to pre-ordering functions and that the CLECs wanted more specific language in the SGAT (Workshop Transcript, August 23, 2001, pages 34-35). In response to the concerns of the CLECs, Qwest made SGAT § 12.2.1.4 more specific and added language regarding pre-order functions for validating the connecting facility

assignments, facility availability, pre-order description, and meet points for shared loops (Workshop Transcript, August 23, 2001, page 35).

945. AT&T proposed adding the phrase “including resale DSL” in SGAT § 12.2.1.4.7 in addition to the changes made by Qwest (Workshop Transcript, August 23, 2001, page 35). Qwest concurred with AT&T's proposal. The parties agreed that issue OSS-6 was **closed** (Workshop Transcript, August 23, 2001, pages 35-36).
946. **Workshop Issue No. GT&C-69 (OSS-7).** Increased specificity for ordering functionality.
947. Qwest testified that in response to the concerns of the CLECs it had changed SGAT § 12.2.1.9 to address the rules that CLECs must follow to submit LSRs, out-of-hours provisioning, firm order commitments, jeopardy information, and completion information (Workshop Transcript, August 23, 2001, page 37).
948. AT&T and WorldCom noted that SGAT §§ 12.2.1.9.6 and 12.2.1.10 were duplicative. (Workshop Transcript, August 23, 2001, page 38). Qwest agreed to delete SGAT § 12.2.1.10.
949. The parties agreed that issue OSS-7 was **closed** (Workshop Transcript, August 23, 2001, page 38).
950. **Workshop Issue No. GT&C-70 (OSS-8).** Clarification of SecureID issues.
951. Qwest testified that the CLECs requested clarifying language in SGAT § 12.2.1.5 regarding when Qwest will require CLECs to use a T1 line rather than dial-up

connections (Workshop Transcript, August 23, 2001, pages 38-39). Qwest stated that it changed SGAT § 12.2.1.5 to require CLECs to use a T1 line when the customer service representatives of the CLECs use more than 50 SecureIDs at a single location (Workshop Transcript, August 23, 2001, pages 38-39).

952. None of the parties objected to Qwest's changes, and it was agreed that issue OSS-8 was **closed** (Workshop Transcript, August 23, 2001, page 39).
953. **Workshop Issue No. GT&C-71 (OSS-9).** Disclosure of deviations from ASR guidelines.
954. Qwest testified that WorldCom requested notice of Qwest's deviations from the access service ordering guidelines (Workshop Transcript, August 23, 2001, page 40). Qwest stated that it added the sentence "Qwest shall supply exceptions to these guidelines in writing in sufficient time for CLEC to adjust system requirements" to SGAT § 12.2.1.6 to satisfy the CLEC concerns (Workshop Transcript, August 23, 2001, page 40).
955. WorldCom concurred with Qwest's changes. The parties agreed that issue OSS-9 was **closed** (Workshop Transcript, August 23, 2001, page 40).
956. **Workshop Issue No. GT&C-72 (OSS-10).** Disclosure of deviations from Facility Based EDI Listing interface guidelines.
957. Qwest testified that WorldCom requested notice of Qwest's deviations from facilities based EDI listing interface guidelines (Workshop Transcript, August 23, 2001, page 40). Qwest modified SGAT § 12.2.1.7 to address WorldCom's concerns. WorldCom stated

that it was satisfied with Qwest's changes. The parties agreed that issue OSS-10 was **closed** (Workshop Transcript, August 23, 2001, page 40).

958. **Workshop Issue No. GT&C-73 (OSS-11).** Establishment of interface contingency plans and disaster recovery plans.
959. Qwest testified that AT&T had requested a voice in the creation or modification of Qwest's interface contingency plans and disaster recovery plans (Workshop Transcript, August 23, 2001, page 41). Qwest indicated that it had added language to SGAT § 12.2.1.8 including the sentence “Qwest will work cooperatively with CLECs to consider any suggestion made by CLECs to improve or modify the plans and that such modifications would be negotiated and mutually agreed upon” to remedy AT&T's concerns (Workshop Transcript, August 23, 2001, page 41). None of the parties objected to Qwest's modifications (Workshop Transcript, August 23, 2001, pages 41-42).
960. The Commission Staff asked Qwest whether any issues have been taken through the CMP process (Workshop Transcript, August 23, 2001, page 41). Qwest responded that it was unaware of any issues relating to contingency and disaster recovery plans that were submitted to the CMP process.
961. The parties agreed that issue OSS-11 was **closed** (Workshop Transcript, August 23, 2001, page 42).
962. **Workshop Issue No. GT&C-74 (OSS-12).** Clarification of repair interface functionality.

963. Qwest testified that it modified SGAT § 12.2.2.1 to clarify the CLECs' access to a customer's trouble history (Workshop Transcript, August 23, 2001, page 43). Specifically, Qwest added the phrase "where applicable" in the provision discussing the testing of a customer's service because testing does not apply to all products (Workshop Transcript, August 23, 2001, page 43). Qwest also permitted CLECs to manually report and access trouble history and agreed to leave trouble reports open until CLECs can verify the trouble has been remedied (Workshop Transcript, August 23, 2001, page 43). WorldCom concurred with Qwest's changes. The parties agreed that issue OSS-12 was **closed** (Workshop Transcript, August 23, 2001, page 44).
964. **Workshop Issue No. GT&C-75 (OSS-13).** Disclosure of deviations from guidelines, in general.
965. Qwest testified that issue OSS-13 was virtually identical to issue OSS-9. Qwest agreed to enumerate exceptions to affected guidelines in written form in sufficient time for CLECs to adjust system requirements accordingly (Workshop Transcript, August 23, 2001, page 44).
966. The parties agreed that issue OSS-13 was **closed** (Workshop Transcript, August 23, 2001, page 44).
967. **Workshop Issue No. GT&C-76 (OSS-14).** Inclusion of UNE-P in Loss Report and Completion Reports.

968. The Loss Report provides a list of accounts that have had lines and/or services disconnected. The Completion Report is used to advise CLECs that orders for the services requested are complete.
969. Qwest testified that pursuant to the CLECs' requests, it clarified that UNE-Ps would be included in Loss Report and Completion Report (Workshop Transcript, August 23, 2001, page 44). Qwest also stated that it did not include LNPs in the loss and completion reports as requested by the CLECs because Qwest does not have that capability at the present time (Workshop Transcript, August 23, 2001, page 44). Qwest noted that the data regarding LNPs is available through the third-party "LNP Request Processor" (Workshop Transcript, August 23, 2001, page 44).
970. AT&T inquired as to whether Qwest had the ability to including LNPs in the Completion Report (Workshop Transcript, August 23, 2001, pages 44-45). Qwest responded that including LNPs in Completion Reports might be feasible (Workshop Transcript, August 23, 2001, pages 45-46). Qwest, however, suggested that if AT&T wanted LNPs included in the completion report that it should work through the CMP process, because Qwest would have to build features to provide that service (Workshop Transcript, August 23, 2001, pages 46-48).
971. Qwest made the observation that the reports, which are manual records, have been marginalized by the availability of EDI, which provide near real-time access to Loss and Completion databases (Workshop Transcript, August 23, 2001, pages 46-48).
972. The Commission Staff asked Qwest why the SGAT referred to INP (Workshop Transcript, August 23, 2001, page 49). Qwest proposed to delete the references to INP

(Workshop Transcript, August 23, 2001, page 49). None of the parties objected to Qwest's proposal.

973. The parties agreed that issue OSS-14 was **closed** (Workshop Transcript, August 23, 2001, page 49).
974. **Workshop Issue No. GT&C-77 (OSS-15).** Incorporation of correct, up-to-date website address for obtaining Meet Point Billed data.
975. Qwest testified that the parties agreed to refer to the website where information regarding meet point billing is contained as Qwest's website rather than specifically listing the web address (Workshop Transcript, August 23, 2001, pages 49-50).
976. The Commission Staff asked whether a party would be able to determine the appropriate website without referring to the SGAT. (Workshop Transcript, August 23, 2001, pages 49-50). Qwest responded that the wholesale website is accessible through the “splash page” of qwest.com.
977. The parties agreed that issue OSS-15 was **closed** (Workshop Transcript, August 23, 2001, page 50).
978. **Workshop Issue No. GT&C-78 (OSS-16).** Change Management language in SGAT § 12.2.6.
979. The parties agreed to **defer** issue OSS-16 to CMP and agreed the issue was **closed** (Workshop Transcript, August 23, 2001, page 54).

980. **Workshop Issue No. GT&C-79 (OSS-17).** Clarification of discussion of CLECs' responsibilities for implementation of OSS interfaces.
981. Qwest testified that it changed SGAT § 12.2.7.2 by adding the phrase "new CLEC questionnaire" and adding language that Qwest and the CLEC would mutually agree upon a time frame for implementation of connectivity between the OSS (Workshop Transcript, August 23, 2001, page 55). WorldCom noted that Qwest's changes did not harmonize with the changes made to SGAT § 3.2 earlier in the workshop (Workshop Transcript, August 23, 2001, pages 56-57). WorldCom proposed changing the first part of SGAT § 12.2.7.1 to read "as required in Section 3.2" to harmonize the provisions (Workshop Transcript, August 23, 2001, page 57). None of the parties objected to WorldCom's proposal (Workshop Transcript, August 23, 2001, pages 55-58).
982. WorldCom also noted that the parties agreed to strike the requirement for an implementation schedule in SGAT § 3.1 and that the time frame referenced in SGAT § 12.2.7.2 is not the same as the deleted implementation schedule (Workshop Transcript, August 23, 2001, page 58). WorldCom stated that the time frame in SGAT § 12.2.7.2 is limited to OSS issues. The parties agreed that issue OSS-17 was **closed** (Workshop Transcript, August 23, 2001, page 58).
983. **Workshop Issue No. GT&C-80 (OSS-18).** Qwest responsibilities for ongoing support of OSS interfaces when migrating to new releases.
984. Qwest testified that it modified SGAT § 12.2.9.6 to clarify the process, steps, and timing associated with the implementation of new EDI releases and to ensure that CLECs would have sufficient time to migrate to the new release before the prior version was

discontinued (Workshop Transcript, August 23, 2001, pages 56-59). Qwest also stated that it agreed to use reasonable efforts to support CLECs as they migrate to newer versions and to train CLECs on new versions (Workshop Transcript, August 23, 2001, page 56).

985. AT&T noted that Qwest failed to replace the phrase “the new release” with “functional enhancements not previously certified” as previously agreed (Workshop Transcript, August 23, 2001, pages 58-59). Qwest agreed to make the change requested by AT&T (Workshop Transcript, August 23, 2001, page 59).
986. AT&T also noted that the phrase “CLEC may not need to certificate to every new EDI release, however” in SGAT § 12.2.9.6 was in the wrong place and should be moved to the beginning of the paragraph (Workshop Transcript, August 23, 2001, pages 59-60). Qwest agreed to move the phrase to the second sentence (Workshop Transcript, August 23, 2001, pages 59-60).
987. Qwest also agreed to delete SGAT § 12.2.9.10 because it was similar to the last sentence of SGAT § 12.2.9.6. The parties agreed that issue OSS-18 was **closed** (Workshop Transcript, August 23, 2001, pages 61-62).
988. **Workshop Issue No. GT&C-81 (OSS-19).** Clarification of Qwest’s Stand-Alone Testing Environment (SATE) capabilities.
989. Qwest testified that it modified SGAT § 12.2.9.3.2 to clarify the stand-alone test environment, including what releases it will support, what it will make available, and

how it will be upgraded in connection with release upgrades (Workshop Transcript, August 23, 2001, pages 62-63).

990. AT&T asked Qwest whether the development of the stand-alone test environment was complete (Workshop Transcript, August 23, 2001, page 62). Qwest indicated that the development was complete for version 7.0 and that version 8.0 would be completed in September (Workshop Transcript, August 23, 2001, page 62).
991. AT&T suggested making the term “stand-alone test environment” a defined term within the SGAT (Workshop Transcript, August 23, 2001, page 63). Qwest agreed to implement AT&T's suggestion (Workshop Transcript, August 23, 2001, pages 63-65).
992. WorldCom asked Qwest whether CLECs will receive automatic responses once pre-order and order requests are given to the stand-alone database (Workshop Transcript, August 23, 2001, page 64). Qwest responded that CLECs would receive automatic notices (Workshop Transcript, August 23, 2001, page 64).
993. WorldCom also asked Qwest whether post-order transactions would be manually processed (Workshop Transcript, August 23, 2001, page 64). Qwest indicated that the stand-alone test environment process is comparable to Qwest's interoperability testing and that as a practical matter there are no post-order transactions. The parties agreed that issue OSS-19 was **closed** (Workshop Transcript, August 23, 2001, page 64).
994. **Workshop Issue No. GT&C-82 (OSS-20).** Explicit statement as to “no need to schedule test times.”

995. Qwest affirmed that with SATE, coordinated OSS testing and scheduling is not required. The parties agreed that issue OSS-20 was substantially similar to issue OSS-19 and that was discussed and resolved in connection with that issue. The parties agreed that issue OSS-20 was **closed** (Workshop Transcript, August 23, 2001, pages 62, 65).
996. **Workshop Issue No. GT&C-83 (OSS-21).** Flexibility in procedures for recertification of products and services.
997. Qwest testified that it modified SGAT § 12.2.9.5 to allow CLECs the flexibility to recertify either product-by-product or by multiple products in parallel (Workshop Transcript, August 23, 2001, page 65). None of the parties objected to Qwest's modifications.
998. The parties agreed that issue OSS-21 was **closed**. (Workshop Transcript, August 23, 2001, page 65).
999. **Workshop Issue No. GT&C-84 (OSS-22).** Help Desk support for CLECs.
1000. Qwest testified that it added language to SGAT § 12.2.10.2 to clarify the scope of the help desk services in terms of connectivity, system errors, and file outputs (Workshop Transcript, August 23, 2001, page 66). Qwest also modified SGAT § 12.2.10.3 to address other information and capabilities available to the CLECs besides the help desk (Workshop Transcript, August 23, 2001, page 66).
1001. WorldCom asked Qwest if the list of resources in SGAT § 12.2.10.1 was an exclusive list (Workshop Transcript, August 23, 2001, pages 66-68). Qwest responded that it was not an exclusive list and proposed to add the phrase “this assistance will include contacts to

- the CLEC account team, training, documentation, and CLEC help desk.” (Workshop Transcript, August 23, 2001, pages 66-69). None of the parties objected to Qwest's proposal (Workshop Transcript, August 23, 2001, page 69).
1002. WorldCom also inquired as to whether the term “POTS” in SGAT § 12.2.10.2.1.2 was limited to resale POTS (Workshop Transcript, August 23, 2001, page 69). Qwest indicated that it was not limited to resale POTS (Workshop Transcript, August 23, 2001, page 70).
1003. The parties agreed that issue OSS-22 was **closed** (Workshop Transcript, August 23, 2001, pages 70-71).
1004. **Workshop Issue No. GT&C-85 (OSS-23).** Clarification of Qwest’s OSS charges to CLECs.
1005. Qwest testified that it modified SGAT § 12.2.11 to clarify that Qwest will not impose charges on CLECs unless the Commission authorized such charges (Workshop Transcript, August 23, 2001, page 71).
1006. WorldCom inquired as to whether SGAT § 12.2.11 will trump charges that take effect by operation of law or, in other words, whether Qwest will impose charges that have not been approved affirmatively by the Commission but nevertheless are valid by operation of law (Workshop Transcript, August 23, 2001, pages 71-75).
1007. CLECs expressed concern that, if by failing to take action, the Commission has let rates, enumerated in SGAT–*Exhibit A*, become effective. Parties question if, absent proactive approval, the Commission has de facto “authorized Qwest to impose such charges.” At

issue is the mechanism by which this provision goes into effect when the SGAT as a whole has become “effective” by “operation of law.” Clarification of the legitimate interpretation issue is needed as to whether or not the adjusted the rates embedded within SGAT-*Exhibit A* also go into effect by “operation of law” because the Commission has not formally rejected the SGAT. At impasse until issue is suitably clarified.

1008. Qwest’s spokesperson, Mr. McDaniel, responded that he would investigate the issue and suggested that issue OSS-23 could be closed subject to re-opening by Qwest. The parties demurred, and OSS-23 was at **impasse** (Workshop Transcript, August 23, 2001, pages 74-76).
1009. **Workshop Issue No. GT&C-86 (OSS-24).** Shared responsibility for security and network protection for each OSS interface arrangement.
1010. CLECs opine that both parties should share responsibility for security and network protection for each interface arrangement. In that context, Qwest agreed it would access CLECs' systems in the same manner CLECs access its own systems, without the involvement of the Colorado Commission. If and when access to a CLEC’s OSS was to be sought by Qwest, the SGAT would be modified accordingly to reflect a “symmetrical” security and network protection arrangement.
1011. The parties agreed that issue OSS-23 was **closed** (Workshop Transcript, August 23, 2001, pages 77-78).

5.3 Principal Workshop Discussions and Resolution Associated with Maintenance and Repair (MR) Issues

1012. Testimony and comments related to M&R issues were provided primarily by Mr. Orrel of Qwest as its witness; Ms. Hughes of Qwest as its attorney; Ms. Friesen and Mr. Menezes of AT&T as its attorneys; Mr. Finnegan of AT&T as its witness; Mr. Dixon of WorldCom as its attorney; Ms. Balvin of WorldCom as its witness; Ms. Young of Sprint as its attorney; Ms. Waysdorf of XO as its attorney; Ms. Bewick of New Edge as its attorney; Ms. Doberneck of Covad as its attorney; Mr. Zulevic of Covad as its witness; Ms. Jennings-Fader, Ms. Quintana, and Mr. Wendling of the Colorado Commission Staff.
1013. The convention used for discussion of M&R issues is to cite a witness or an attorney for an entity primarily when there is a name change.
1014. **Workshop Issue No. GT&C-87a (MR-1a).** Assurance that Qwest will provide maintenance and repair services in substantially the same time, manner, type, and quality as Qwest provides for itself, its end users, affiliates, and any other party.
1015. Mr. Orrel of Qwest testified that AT&T had requested changes to the SGAT that would specifically obligate Qwest to provide maintenance and repair services to CLECs in the same manner, type, and quality as Qwest provides itself (Colorado Workshop Transcript, June 19, 2001, pages 29-30). Qwest agreed to expand the definition of the term “itself” to include Qwest itself, Qwest’s end users, Qwest’s affiliates, and “any other party” (Colorado Workshop Transcript, June 19, 2001, pages 29-30).

1016. Mr. Finnegan of AT&T testified that it was insisting on the phrase “any other party” because that language was used by the FCC in its First Report and Order, August 8, 1996, ¶ 970, and supported by C.F.R. § 51.305(a)(3) (Colorado Workshop Transcript, June 19, 2001, page 30).
1017. Qwest stipulated that “if it is doing maintenance and repair for its own interoffice facilities, it would provide maintenance and repair services to the CLECs in substantially the same manner” (Colorado Workshop Transcript, June 19, 2001, page 31).
1018. Ms. Friesen of AT&T inquired as to the meaning of CEMR (Colorado Workshop Transcript, June 19, 2001, page 31). Qwest responded that CEMR meant “customer electronic maintenance and repair” (Colorado Workshop Transcript, June 19, 2001, page 31). AT&T also asked Qwest what “CLECs with mediated access” meant (Colorado Workshop Transcript, June 19, 2001, page 31). Qwest indicated that it meant customers who choose to perform electronic interconnection interface or have electronic interface with Qwest (Colorado Workshop Transcript, June 19, 2001, pages 31-32). AT&T asked Qwest for examples of “design-type services” (Colorado Workshop Transcript, June 19, 2001, page 32). Qwest replied that an example of “design-type services” would be special circuits (Colorado Workshop Transcript, June 19, 2001, page 32).
1019. AT&T asked Qwest about receiving real-time trouble reports from UNEs (Colorado Workshop Transcript, June 19, 2001, page 32). Qwest stated that UNEs were not part of the mechanized maintenance and repair system, but that CLECs can receive updates on status of their reports through electronic bonding interfaces such as CEMR and can directly access UNEs to perform tests (Colorado Workshop Transcript, June 19, 2001,

pages 32-33). Qwest also stated that UNE testing is performed on a regular basis and technicians manually input the test data (Colorado Workshop Transcript, June 19, 2001, pages 33-34).

1020. AT&T inquired as to the length of time it takes for a technician to input the test results (Colorado Workshop Transcript, June 19, 2001, pages 34-45). Qwest replied that it depends on the location of the technician (Colorado Workshop Transcript, June 19, 2001, pages 34-35); if a technician were in the central office then the input is immediate (Colorado Workshop Transcript, June 19, 2001, page 35); if the technician were outside the central office then the input would be delayed for as long as it takes the technician to access a terminal (Colorado Workshop Transcript, June 19, 2001, page 35).

1021. Ms. Balvin of WorldCom asked Qwest whether CEMR and electronic bonding interface could input trouble tickets for design and non-design services (Colorado Workshop Transcript, June 19, 2001, pages 35-36). Qwest responded in the affirmative on both counts (Colorado Workshop Transcript, June 19, 2001, pages 36-37). Qwest noted that there is a difference in the type of tests that can be performed on a non-design POTS service (Colorado Workshop Transcript, June 19, 2001, pages 36-37). Qwest also stated that trouble tickets related to UNEs would involve more manual processes because the provisioning of UNEs utilizes a design flow (Colorado Workshop Transcript, June 19, 2001, pages 37-38).

1022. AT&T asked Qwest about the availability of the electronic bonding gateway (Colorado Workshop Transcript, June 19, 2001, page 38). Qwest stated that the electronic bonding gateway is available 24 hours a day, seven days a week except for scheduled maintenance

(which is communicated to CLECs before it is performed) and system outages (Colorado Workshop Transcript, June 19, 2001, page 38).

1023. Qwest modified SGAT §§ 12.3.1.1 and 12.3.1.2 to incorporate appropriate parity standards set forth in *Exhibits 6-Qwest-4* and *Exhibit 6-Qwest-5*. The parties agreed issue MR-1a was **closed**.
1024. **Workshop Issue No. GT&C-87b (MR-1b)**. Testing capabilities to diagnose and isolate trouble.
1025. Mr. Orrel of Qwest testified that AT&T requested changes to SGAT § 12.3.1.1 that would provide CLECs with the ability to diagnose and isolate troubles (Colorado Workshop Transcript, June 19, 2001, page 39). Qwest noted that AT&T's request might be better addressed in connection with issue MR-7 (Colorado Workshop Transcript, June 19, 2001, page 39). The parties agreed that MR-1b was **closed** and **deferred** the issue to MR-7 (Colorado Workshop Transcript, June 19, 2001, pages 39-40).
1026. **Workshop Issue No. GT&C-88 (MR-2)**. Assurance that Qwest will provide maintenance and repair services with substantially the same response times and scheduling priorities as Qwest provides for itself, its end users, affiliates, and any other party.
1027. Mr. Orrel of Qwest testified that AT&T requested changes to the SGAT that specifically would obligate Qwest to provide maintenance and repair services in substantially the same amount of time and with the same scheduling priorities as Qwest provides itself (Colorado Workshop Transcript, June 19, 2001, pages 40-41). Qwest also testified that

AT&T sought a first-come, first-served policy with respect to maintenance and repair services and a one-hour interval to report missed scheduled repair appointments (Colorado Workshop Transcript, June 19, 2001, pages 40-41).

1028. Qwest objected to implementing a first-come, first-served policy and argued that trouble reports often implicate varying degrees of severity and more severe items such as major outages should receive higher priority (Colorado Workshop Transcript, June 19, 2001, page 41). Qwest stated that it does not discriminate in its prioritization of trouble reports and that it prioritizes CLEC trouble reports in the same manner as Qwest trouble reports (Colorado Workshop Transcript, June 19, 2001, page 42). Mr. Finnegan of AT&T suggested replacing the phrase “Qwest retail services” in SGAT § 12.3.1.3 with the phrase “Qwest end-user customers” (Colorado Workshop Transcript, June 19, 2001, page 42). Qwest agreed to implement AT&T's suggestion (Colorado Workshop Transcript, June 19, 2001, pages 42-43).
1029. Qwest testified that for design services, it updates the status of a trouble report every half-hour (Colorado Workshop Transcript, June 19, 2001, page 43). Qwest also stated that for non-design services, it has difficulty updating the status of a trouble report on a regular interval because technicians who input data sometimes have to travel to a location before they can manually input data into the system (Colorado Workshop Transcript, June 19, 2001, pages 43-44). Because of this practical limitation, Qwest argued that the one-hour interval is not appropriate (Colorado Workshop Transcript, June 19, 2001, pages 43-44).
1030. AT&T inquired as to any written guidelines followed by Qwest that would provide a benchmark for the time it takes to update trouble reports associated with non-design

services (Colorado Workshop Transcript, June 19, 2001, pages 44-45). Qwest replied that it had documentation to indicate that repair technicians were acting on behalf of CLECs; when they were on the premises; and an explanation of procedures used for closing out a trouble report (Colorado Workshop Transcript, June 19, 2001, page 45). Qwest also stated that its documentation does not distinguish between wholesale and retail services, *per se*, but that it does address “statusing” in a limited fashion (Colorado Workshop Transcript, June 19, 2001, pages 45-46). AT&T requested that the documentation Qwest referred to be placed in the record (Colorado Workshop Transcript, June 19, 2001, pages 46-47). Qwest agreed to place the documents in the record, although it may have to file the documents as confidential documents. Qwest agreed to create a statement for its website that would indicate the expected amount of time to receive a status report (Colorado Workshop Transcript, June 19, 2001, pages 46-47). Qwest introduced the documentation as *Confidential Exhibit 6-Qwest-22* (Colorado Workshop Transcript, June 21, 2001, pages 121, 173-177).

1031. Mr. Menezes of AT&T asked Qwest when its technicians learn that the maintenance or repair service call they perform is for a CLEC rather than Qwest (Colorado Workshop Transcript, June 19, 2001, page 49). Qwest stated that the CLEC that issues the trouble report is identified on the trouble report by a code but that its technicians treat every trouble report in the same fashion (Colorado Workshop Transcript, June 19, 2001, pages 49- 50).

1032. AT&T proposed to change SGAT § 12.3.16.1 to read “Qwest will notify CLEC that a trouble report has been or is likely to be missed in substantially the same time and manner as Qwest provides this information to itself, its end-user customers, its affiliates,

and any other party (Colorado Workshop Transcript, June 19, 2001, pages 51-52). Qwest agreed to incorporate AT&T's proposal (Colorado Workshop Transcript, June 19, 2001, pages 51-52).

1033. Ms. Quintana of the Commission Staff, asked Qwest whether the terms “trouble report interval” and “missed appointment” were synonymous (Colorado Workshop Transcript, June 19, 2001, page 52). Qwest responded that a repair interval is the time it takes to complete a repair and an appointment is the designated time to begin the repairs (Colorado Workshop Transcript, June 19, 2001, page 53).

1034. Mr. Finnegan of AT&T proposed to replace the term “interval” with “commitment” in SGAT § 12.3.16.1 (Colorado Workshop Transcript, June 19, 2001, page 53). Qwest concurred with AT&T's proposal. The parties agreed that issue MR-2 was **closed** (Colorado Workshop Transcript, June 19, 2001, page 53).

1035. **Workshop Issue No. GT&C-89 (MR-3).** CLEC concerns as to scope of branding, to encompass: brand of all services; brand of all documents; limitations on Qwest materials provided to end user; training material provided to CLECs; limitations on CLEC rights to use of service manuals and technical manuals while performing repairs.

1036. Mr. Dixon of WorldCom testified that in off-line discussions with Qwest, it agreed to language related to branding that was reflected in *Exhibit 6-Qwest-5* (Colorado Workshop Transcript, June 19, 2001, page 54). WorldCom stated that the changes it accepted included (1) replacing the phrase “Qwest will use unbranded” with the phrase “Qwest shall use unbranded” in SGAT § 12.3.2, (2) replacing the phrase “trademarks and trade names owned” with the phrase “trademarks and trade names owned by” in SGAT

§ 12.3.2.3, and (3) replacing the phrase “or used in connection with services” with the phrase “or used in connection with services offered” in SGAT § 12.3.2.3.

1037. The parties agreed that issue MR-3 was **closed** (Colorado Workshop Transcript, June 19, 2001, page 55).
1038. **Workshop Issue No. GT&C-90 (MR-4).** Explanation as to how SGAT § 12.3.3.1, service interruptions subsection, works in conjunction with SGAT § 5.1.3.
1039. Mr. Orrel of Qwest testified that SGAT § 5.1.3 was a very general statement regarding impairment of service and that SGAT § 12.3.3.1 was more specific and defined impairment of service in terms of maintenance and repair (Colorado Workshop Transcript, June 19, 2001, pages 55-56). Mr. Menezes of AT&T stated that Qwest's explanation was sufficient and adequately addressed AT&T's primary concern of why impairment of service was discussed in two different sections of the SGAT.
1040. The parties agreed that issue MR-4 was **closed** (Colorado Workshop Transcript, June 19, 2001, page 56).
1041. **Workshop Issue No. GT&C-91 (MR-5).** Preventing CLEC from using its own impaired circuit (Related to MR-4).
1042. Mr. Menezes of AT&T stated that Qwest agreed to delete language in SGAT § 12.3.3.2, as reflected in *Exhibit 6-Qwest-5*, regarding the discontinuance of service, facilities or equipment (Colorado Workshop Transcript, June 19, 2001, page 57). AT&T stated that it requested this change because it preferred to address the discontinuance of service,

facilities, or equipment in SGAT § 5.1.3 rather than SGAT § 12.3.3.2 (Colorado Workshop Transcript, June 19, 2001, page 57).

1043. The parties agreed that issue MR-5 was **closed** (Colorado Workshop Transcript, June 19, 2001, page 57).
1044. **Workshop Issue No. GT&C-92a (MR-6a).** CLECs charges to Qwest for trouble isolation under some circumstances.
1045. Mr. Orrel of Qwest testified that the parties agreed to language regarding when CLECs can charge Qwest for trouble isolation activities (Colorado Workshop Transcript, June 19, 2001, page 58). Qwest verified that the SGAT language that the parties agreed to was consistent with that of the Loop Workshop (Colorado Workshop Transcript, June 19, 2001, page 58).
1046. Mr. Menezes of AT&T noted that that the definition of “demarcation point” was not included in SGAT § 4 or the draft definitions (Colorado Workshop Transcript, June 19, 2001, page 59). AT&T requested that the definition of “demarcation point” be included and referenced as to trouble isolation (Colorado Workshop Transcript, June 19, 2001, page 59). AT&T also asked if the consensus language was broad enough to include trouble isolation with interconnection (Colorado Workshop Transcript, June 19, 2001, page 59). Qwest responded that CLECs would still be responsible to test up to the demarcation point for LIS trunks (Colorado Workshop Transcript, June 19, 2001, page 59).

1047. Mr. Dixon of WorldCom stated that the term “demarcation point” was defined in SGAT § 8.2.1.4 (Colorado Workshop Transcript, June 19, 2001, pages 59-60). Mr. Finnegan of AT&T asked whether the parties discussed expanding the definition of “demarcation point” to include items such as Network Interface Devices (Colorado Workshop Transcript, June 19, 2001, page 61). WorldCom responded that the definition of “demarcation point” was discussed only in the context of collocation (Colorado Workshop Transcript, June 19, 2001, page 61).
1048. Ms. Bewick of New Edge noted that the parties in a previous workshop discussed whether Qwest should be permitted to charge CLECs for problems with NIDs when multiple CLECs could occupy a NID and that this issue was related to trouble isolation and maintenance and repair (Colorado Workshop Transcript, June 19, 2001, pages 62-65). New Edge stated that although it had concerns with the discussions and the proposed resolutions, the issue was never resolved and was deferred to the general terms and conditions workshop (Colorado Workshop Transcript, June 19, 2001, pages 62-65). Qwest stated that the issue raised by New Edge was specific to NIDs, not related to SGAT § 12.3, and more properly addressed in the NID workshops (Colorado Workshop Transcript, June 19, 2001, pages 65-66).
1049. AT&T proposed adding the phrases “CLEC will perform trouble isolation on services it provides to its end-user customers, to the extent the capability to perform such trouble isolation is available to CLEC prior to reporting trouble to Qwest” and “CLEC shall have access for testing purposes at the demarcation point, NID, or point of interconnections” to SGAT § 12.3.4.1 (Colorado Workshop Transcript, June 19, 2001, pages 66-69). Qwest

- agreed to incorporate AT&T's proposal (Colorado Workshop Transcript, June 19, 2001, pages 67-69).
1050. WorldCom noted that the term “demarcation point” also was defined in SGAT § 9.1.4 and that the issue of damage to NIDs was discussed under issue NID-7 (Colorado Workshop Transcript, June 19, 2001, page 69).
1051. WorldCom also stated that, although the actual rates that Qwest may impose for maintenance services charges was deferred to the cost docket, Qwest had not yet produced language regarding the various categories and application of charges comprising the maintenance service charge (Colorado Workshop Transcript, June 19, 2001, pages 72-74). Qwest agreed to provide the requested language and stated that the issue should be handled as a definition in connection with SGAT § 4 (Colorado Workshop Transcript, June 19, 2001, pages 74, 78-80). The parties agreed to handle the issue in connection with SGAT § 4 (Colorado Workshop Transcript, June 19, 2001, pages 79-80).
1052. The parties agreed that issue MR-6a was **closed** (Colorado Workshop Transcript, June 19, 2001, pages 80, 136, 140).
1053. **Workshop Issue No. GT&C-92b (MR-6b).** Cost of trouble isolation as a Cost Docket issue.
1054. Ms. Friesen of AT&T asked Qwest whether it would charge CLECs for trouble isolation if the trouble proved to be within Qwest's network (Colorado Workshop Transcript, June 19, 2001, pages 74-75). Qwest responded that when CLECs choose not to perform their

own trouble isolation and when Qwest determines that the isolated trouble is within the CLECs' network, Qwest will charge the CLECs, but if the trouble is within Qwest's network then Qwest would be responsible for the repairs (Colorado Workshop Transcript, June 19, 2001, page 75). Qwest agreed to add the sentence “[w]hen trouble is found on Qwest's facilities, maintenance of service charges shall not apply” to SGAT § 12.4.3.4.3 to clarify the imposition of charges (Colorado Workshop Transcript, June 19, 2001, page 77).

1055. Mr. Menezes of AT&T proposed adding the phrase “or Qwest facilities leased by CLEC” to SGAT § 12.3.4.3 to clarify that a leased facility is still considered a Qwest facility (Colorado Workshop Transcript, June 19, 2001, page 76). Qwest agreed to incorporate AT&T's proposal in SGAT § 12.3.4.3 (Colorado Workshop Transcript, June 19, 2001, page 77). Qwest proposed new language for SGAT § 12.3.4.1 in *Exhibit 6-Qwest-18* to reflect the agreement reached during the workshop discussion (Colorado Workshop Transcript, June 19, 2001, pages 120-121). Qwest also proposed a definition for the term demarcation point in *Exhibit 6-Qwest-23* that was identical to the definition of demarcation point in SGAT § 8 (Colorado Workshop Transcript, June 19, 2001, pages 121-122).

1056. Mr. Dixon of WorldCom asked Qwest whether its proposed definition for demarcation point was broad enough to include interconnection (Colorado Workshop Transcript, June 19, 2001, pages 125-126). Qwest said its proposal captures common locations for accessing LIS and that its proposal is broad enough to include interconnection (Colorado Workshop Transcript, June 19, 2001, page 126).

1057. Mr. Zulevic of Covad asked Qwest whether its proposal contradicted the provision requiring CLECs to pay maintenance of service charges when the trouble is not on Qwest's facilities or facilities leased to CLECs by Qwest (Colorado Workshop Transcript, June 19, 2001, page 128). Qwest indicated that its proposal did not contradict the maintenance of service charges provision (Colorado Workshop Transcript, June 19, 2001, pages 128-129). Qwest, however, proposed and the parties agreed to modify the last sentence of SGAT § 12.3.4.3 in *Exhibit 6-Qwest-19* to read “[w]hen trouble is found on Qwest's side of the demarcation point or point of interface, maintenance of service charges shall not apply.” (Colorado Workshop Transcript, June 19, 2001, pages 129-130, 135).
1058. Mr. Dixon of WorldCom asked Qwest whether facilities leased by Qwest occur on Qwest's side of the demarcation point given the new definition of demarcation point in *Exhibit 6-Qwest-23* (Colorado Workshop Transcript, June 19, 2001, page 132). Qwest responded that Qwest's facilities and facilities leased to CLECs by Qwest would be on Qwest's side of the demarcation point (Colorado Workshop Transcript, June 19, 2001, page 132).
1059. Covad inquired as to where a demarcation point would be located when ICDF is involved (Colorado Workshop Transcript, June 19, 2001, page 134). Qwest stated that the demarcation point is the vertical side or the tie cable termination of the ICDF (Colorado Workshop Transcript, June 21, 2001, page 118).
1060. Qwest also proposed a definition of the term “maintenance of service charge” in *Exhibit 6-Qwest-24* (Colorado Workshop Transcript, June 19, 2001, page 136). Qwest indicated

that its proposed language described the differences between basic, overtime, and premium charges (Colorado Workshop Transcript, June 19, 2001, page 136). Mr. Dixon of WorldCom objected to the definition's reference to the access service tariff because it allows the SGAT to change as the tariff is changed (Colorado Workshop Transcript, June 19, 2001, pages 137-139). WorldCom requested that a detailed list of charges be included in the SGAT rather than a reference to a tariff (Colorado Workshop Transcript, June 19, 2001, pages 137-139). Qwest agreed to list the charges without reference to the tariff (Colorado Workshop Transcript, June 19, 2001, pages 139-140).

1061. The parties agreed that issue MR-6b was **closed** (Colorado Workshop Transcript, June 19, 2001, p.140).

1062. **Workshop Issue No. GT&C-93 (MR-7).** Role of Qwest in isolating troubles in a mix-and-match service arrangement (*i.e.*, with Qwest providing some or all of CLEC facilities).

1063. Mr. Orrel of Qwest testified that it modified SGAT § 12.3.6.1, as reflected in *Exhibit 6-Qwest-5*, to affirmatively indicate that CLECs have the same capability as Qwest to perform their own trouble isolation and diagnostic tests using Qwest's capabilities, such as MLT testing (Colorado Workshop Transcript, June 19, 2001, pages 80-81).

1064. Ms. Friesen of AT&T clarified that the changes to SGAT § 12.3.6.1 also obligated Qwest to (1) provide testing for trouble isolation and general maintenance and repair activity when the CLECs receive finished services, such as UNE-P or resale, from Qwest, and (2) provide testing under the same terms and conditions and in substantially the same time and manner as it does for its retail customers when a portion of the facilities are owned

- by a CLEC and the other portion is owned by Qwest and the isolated trouble is within Qwest's network (Colorado Workshop Transcript, June 19, 2001, pages 82-83).
1065. The parties agreed that issue MR-7 was **closed** (Colorado Workshop Transcript, June 19, 2001, p.83).
1066. **Workshop Issue No. GT&C-94 (MR-8).** Qwest furnishing maintenance and repair test results to CLECs related to manually reported troubles.
1067. Mr. Orrel of Qwest testified that it modified SGAT § 12.3.6.3 to provide CLECs with the ability to receive certain test results related to manually reported troubles on non-design POTS-type services if the information is readily available to the Qwest (Colorado Workshop Transcript, June 19, 2001, page 84). WorldCom noted that Qwest changes as detailed in *Exhibit 6-Qwest-5* addressed WorldCom's concerns (Colorado Workshop Transcript, June 19, 2001, pages 84-85).
1068. Mr. Finnegan of AT&T asked Qwest whether the testing ability applied to CEMR and EBTA (Colorado Workshop Transcript, June 19, 2001, page 85). Qwest stated that CLECs could initiate MLT tests on both (Colorado Workshop Transcript, June 19, 2001, page 85).
1069. The Commission Staff told Qwest that the Commission's rules regarding quality of service standards at 4 C.C.R. 723-2-18.8.1 and 723-2-6.4 required Qwest to provide test results to end users upon request. (Colorado Workshop Transcript, June 19, 2001, pages 85, 103). In light of the Commission's rules, Qwest agreed to modify SGAT § 12.3.6.3 to

allow end-user access to test results upon request (Colorado Workshop Transcript, June 19, 2001, pages 85-86).

1070. Ms. Balvin of WorldCom asked Qwest whether all troubles are populated through CEMR and EBTA (Colorado Workshop Transcript, June 19, 2001, page 86). Qwest responded that trouble tickets are updated in LMOS and that its provision allow end users to access specific test results from a non-design perspective (Colorado Workshop Transcript, June 19, 2001, page 86).

1071. Mr. Menezes of AT&T noted that SGAT § 12.3.6.3 distinguished between manually reported trouble reports for non-design services that Qwest will provide if they are “readily available”, and manually reported trouble reports for design services that Qwest will provide “upon request” (Colorado Workshop Transcript, June 19, 2001, pages 87-88). AT&T argued that if this distinction is prohibited pursuant to Colorado rules for retail customers, then it should also be prohibited for wholesale customers (Colorado Workshop Transcript, June 19, 2001, pages 87-88). Mr. Dixon of WorldCom asked Qwest whether it maintained data on manually reported trouble reports in Colorado so that it could fulfill the Colorado Commission's rules. In previous workshops in other states, according to WorldCom, Qwest claimed that it does not keep this data and therefore cannot make it available to CLECs “because it has no reason to keep the data” (Colorado Workshop Transcript, June 19, 2001, pages 88-89).

1072. Ms. Friesen of AT&T suggested reviewing the retention of record laws, regulations, and policies of Colorado and other states (Colorado Workshop Transcript, June 19, 2001, page 89). AT&T also asked Qwest whether it is obligated to provide trouble reports to

CLECs under its “parity obligation,” because Qwest has access to trouble reports (Colorado Workshop Transcript, June 19, 2001, page 90). Qwest replied that from a non-design perspective the reports may not exist because they may be nothing more than a technician looking at test results, and, as such, there may not be a permanent record (Colorado Workshop Transcript, June 19, 2001, page 91). Qwest also stated that it considered the relevant question of not whether Qwest has access to the trouble reports but rather whether Qwest's end user has access to the trouble reports (Colorado Workshop Transcript, June 19, 2001, page 91).

1073. AT&T proposed changing SGAT § 12.3.6.3 to read “On manually reported trouble for non-design services Qwest will provide test results to CLEC upon request” (Colorado Workshop Transcript, June 19, 2001, pages 91-92). Qwest proposed adding to AT&T's language the phrase “to the extent they are provided to Qwest end-user customers in Colorado” (Colorado Workshop Transcript, June 19, 2001, page 92).
1074. Qwest proposed new language for SGAT § 12.3.6.3 found in *Exhibit 6-Qwest-20* based on the workshop discussion (Colorado Workshop Transcript, June 19, 2001, page 104). Qwest stated that it modified SGAT § 12.3.6.3 to obligate Qwest to provide test results to CLECs in accordance with any applicable Commission rule allowing end users to access test results (Colorado Workshop Transcript, June 19, 2001, page 105). Qwest also noted that it deleted the phrase “readily available” according to AT&T's request (Colorado Workshop Transcript, June 19, 2001, page 107).
1075. Ms. Balvin of WorldCom asked Qwest why Qwest used the term “end-user” in SGAT § 12.3.6.3 (Colorado Workshop Transcript, June 19, 2001, page 105). Qwest stated that

it included the term “end-user” to fulfill its parity requirement (Colorado Workshop Transcript, June 19, 2001, page 105). WorldCom asked if the Commission rules allowed CLECs to obtain test results for their own purposes other than relaying them to their end users (Colorado Workshop Transcript, June 19, 2001, pages 105-106). The Commission Staff, Mr. Wendling, stated that the Commission rules did not allow CLEC access to test results unless they are passing them to their end users (Colorado Workshop Transcript, June 19, 2001, pages 106-107).

1076. AT&T requested that Qwest add language that would allow CLECs to receive test results in addition to end user because, in the future, commissions may adopt rules requiring CLECs to provide test results to CLECs (Colorado Workshop Transcript, June 19, 2001, page 108). Qwest objected to AT&T's request and stated that if a commission changes its rules to make test results available to CLECs, then the change of law provision in the SGAT would govern how the Commission's new rule would be incorporated into the SGAT (Colorado Workshop Transcript, June 19, 2001, pages 108-109).

1077. Mr. Dixon of WorldCom suggested, as a compromise, changing the language to read “On manually reported trouble for non-design services, Qwest will provide readily available test results to CLEC or to CLECs in accordance with any applicable Commission rule for providing test results to end-user customers or CLECs.” (Colorado Workshop Transcript, June 19, 2001, pages 109-111). Qwest asked WorldCom what in its proposal would prevent CLECs that wanted to use the test results for their own purposes from inundating Qwest's test repair centers with test result requests (Colorado Workshop Transcript, June 19, 2001, page 110). WorldCom stated that the introductory language for that provision “limits its application to manually reported trouble for non-design services” (Colorado

Workshop Transcript, June 19, 2001, page 110). Mr. Finnegan of AT&T stated that according to the provision, Qwest would not perform any testing until the CLECs issue a trouble ticket (Colorado Workshop Transcript, June 19, 2001, pages 110-111). Qwest agreed to WorldCom language except for the phrase “or CLECs” at the very end of WorldCom's proposal (Colorado Workshop Transcript, June 19, 2001, page 112).

1078. Ms. Young of Sprint asked whether the CLECs would need test results from Qwest to fulfill any Commission reporting requirements (Colorado Workshop Transcript, June 19, 2001, page 112). Mr. Wendling of the Commission Staff stated that if the Commission requested test results from CLECs, the CLECs could argue that they did not have the test results and that Qwest was the entity with the information (Colorado Workshop Transcript, June 19, 2001, page 113).

1079. Ms. Blavin of WorldCom again inquired as to whether manually reported troubles would be housed in CEMR or EBTA (Colorado Workshop Transcript, June 19, 2001, pages 113-114). Qwest stated that manually reported trouble would reside in either WFA or LMOS, which CLECs can access through CEMR or EBTA (Colorado Workshop Transcript, June 19, 2001, page 114).

1080. Mr. Finnegan of AT&T inquired as to how Qwest would verify that a CLEC's request for test results originated with a request by an end user (Colorado Workshop Transcript, June 19, 2001, pages 115-116). Qwest stated that the CLECs would have to produce a proof of authorization before the test results were released (Colorado Workshop Transcript, June 19, 2001, page 116).

1081. Qwest indicated that it would agree to the proposed language that states “On manually reported trouble for non-design services, Qwest will provide readily available test results to CLEC or test results to CLEC in accordance with any applicable Commission rule for providing test results to end-user customers or CLECs.” (Colorado Workshop Transcript, June 19, 2001, page 117).
1082. WorldCom sought an SGAT provision that would ensure that manually reported trouble would be input into the correct database and accessible by the electronic interfaces (Colorado Workshop Transcript, June 19, 2001, pages 118-119). Qwest stated that it would be willing to entertain language that would be added to the provisions regarding electronic interfaces (Colorado Workshop Transcript, June 19, 2001, pages 119-120).
1083. **Workshop Issue No. GT&C-95 (MR-9).** Concern that Qwest cannot always validate that UNEs that have been provisioned are, in fact, trouble free.
1084. Qwest testified that initially WorldCom wanted the SGAT to make clear that although Qwest does not have the ability to test UNEs, Qwest cannot provision UNEs without maintenance obligations (Colorado Workshop Transcript, June 19, 2001, pages 92-93). Qwest stated that the intent of its SGAT language was not to provide UNEs maintenance-free (Colorado Workshop Transcript, June 19, 2001, page 93). Qwest indicated that since WorldCom's initial concern, the parties have agreed to consensus language for SGAT § 12.3.6.4, which eliminates references to UNEs (Colorado Workshop Transcript, June 19, 2001, page 93). Qwest also testified that the consensus language provides that once Qwest accepts a trouble report, the handling or processing of that trouble report will be conducted in substantially the same time and manner as Qwest provides for itself

- (Colorado Workshop Transcript, June 19, 2001, page 93). WorldCom agreed to the consensus language (Colorado Workshop Transcript, June 19, 2001, page 93).
1085. The parties agreed that issue MR-9 was **closed** (Colorado Workshop Transcript, June 19, 2001, page 93).
1086. **Workshop Issue No. GT&C-96 (MR-10).** Qwest handling of misdirected calls (*i.e.*, when customer calls Qwest rather than CLEC) with respect to discussions of Qwest's products and services with end users.
1087. Mr. Orrel of Qwest testified that issue MR-10 concerned how Qwest should handle misdirected repair calls in relation to discussing Qwest's product and services with a CLEC end user (Colorado Workshop Transcript, June 19, 2001, page 94). Qwest observed that this issue had been the subject of discussion in other sections including resale and had been briefed and prepared for resolution (Colorado Workshop Transcript, June 19, 2001, pages 94-95). Qwest indicated that the parties agreed to adopt the resolution of this issue as decided in the resale section for purposes of maintenance and repair (Colorado Workshop Transcript, June 19, 2001, page 95).
1088. Mr. Dixon of WorldCom noted that the resolution of this issue for resale was contained in paragraphs 216-222 of Volume IIA of the Staff's report (Colorado Workshop Transcript, June 19, 2001, page 96). WorldCom also stated that the Commission's recommendation was to modify SGAT § 6.4.1 to include language delineating that the carrier receiving the misdirected call would first inform the caller that the call is misdirected and second provide the correct number to the caller before it spoke to the end user about its products and services (Colorado Workshop Transcript, June 19, 2001, page 96).

1089. Qwest indicated that it would revise SGAT § 12.3.8.1.3 to reflect the Commission's ruling when it is entered (Colorado Workshop Transcript, June 19, 2001, pages 96-100). Qwest also stated that to harmonize SGAT §§ 12.3.8.1.3 and 12.3.8.1.5, everything after the phrase “however, nothing in this agreement” should be deleted in SGAT § 12.3.8.1.3 that was found in *Exhibit 6-Qwest-5* (Colorado Workshop Transcript, June 19, 2001, page 100).
1090. Ms. Young of Sprint inquired as to how the phrase “Qwest will not discuss its products and services with the CLEC resellers and customers during the course of repair calls or visits” in *Exhibit 6-ATT-13* worked with the recommended language (Colorado Workshop Transcript, June 19, 2001, page 101). Qwest responded that *Exhibit 6-ATT-13* reflects Qwest's contractual obligation to refrain from soliciting CLEC customers that was negotiated in connection with current interconnection agreements (Colorado Workshop Transcript, June 19, 2001, pages 101-102).
1091. Ms. Friesen of AT&T said that it does not consider the prohibition against soliciting customers an infringement on Qwest first amendment rights and that it particularly was troubled that Qwest may be able to parlay a misdirected maintenance and repair call into a sales opportunity (Colorado Workshop Transcript, June 19, 2001, page 102).
1092. Qwest changed SGAT §§ 12.3.8.1.3 and 12.3.8.1.5 to reflect the workshop discussion and reported its changes in *Exhibit 6-Qwest-21* (Colorado Workshop Transcript, June 19, 2001, pages 140-141). The CLECs concurred with Qwest's modifications (Colorado Workshop Transcript, June 19, 2001, page 141).

1093. Qwest also added the phrase “seeking such information” to SGAT § 12.3.8.1.5 in *Exhibit 6-Qwest-61* (Colorado Workshop Transcript, August 22, 2001, page 4). The parties agreed to **close** issue MR-10 subject to confirming that the language in *Exhibit 6-Qwest-61* comports with the Commission's decision (Workshop Transcript, August 22, 2001, pages 5-6).

1094. After the workshop, Qwest's attorney made further inquiries into the Commission's decision. Qwest found that the language contained in the pre-workshop SGAT Lite and the language that the parties discussed during the workshop was incorrect and, further, that the language contained in Barry Orrel's Rebuttal Testimony filed on June 6, 2001 (*Exhibit 6-Qwest-2*) was correct. On August 28, 2001, Qwest sent an e-mail to all the CLECs as well as Staff describing the results of its post-workshop investigation. Qwest also specifically quoted the correct language of Section 12.3.8.1.5 which states:

In responding to repair calls, neither Party shall make disparaging remarks about each other. CLEC's end users contacting Qwest in error will be instructed to contact CLEC; and Qwest's end users contacting CLEC in error 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 users who call the other Party.

None of the parties took issue with Qwest's August 28, 2001, e-mail. Subsequent to Qwest's e-mail, § 12.3.8.1.5 was refined to comport with the language used in § 6.4.1 and the Commission's decision resolving this issue in the Resale Workshop.³⁷

³⁷ Qwest Corporation's Comments on Draft Volume VI Commission Staff Report, December 3, 2001, at pages 5 and 6.

1095. **Workshop Issue No. GT&C-97 (MR-11).** Network outage thresholds and disclosure of more substantive disaster recovery plans.
1096. Mr. Orrel of Qwest testified that issue MR-11 concerned network outage thresholds and disaster recovery plans (Colorado Workshop Transcript, June 19, 2001, page 141). Qwest stated that the language contained in *Exhibit 6-Qwest-17* identified when Qwest would provide notice to its external, retail, and wholesale customers regarding major outages (Colorado Workshop Transcript, June 19, 2001, pages 141-142). Qwest indicated that it would provide outage notices through broadcast e-mails, including one for initial outage, one for updates, changes and estimated up-time, and one for notice of outage resolution (Colorado Workshop Transcript, June 19, 2001, page 142).
1097. Ms. Quintana of the Commission Staff inquired as to the difference between “major” and “minor” outages (Colorado Workshop Transcript, June 19, 2001, page 142). Qwest stated that major outages require notice to external customers and minor outages only require internal notice (Colorado Workshop Transcript, June 19, 2001, page 142). The Commission Staff asked Qwest why it considered “911” outages minor (Colorado Workshop Transcript, June 19, 2001, page 142). Qwest stated that, although it was not exactly sure of the precise reason, it considered 911 outages minor because diverse routing and backup facilities would only permit one facility to be out of service rather than the entire 911 system and the end user would receive 911 services during the outage (Colorado Workshop Transcript, June 19, 2001, pages 142-143). Qwest, however, agreed to include 911 outages as “major” outages (Colorado Workshop Transcript, June 19, 2001, page 226).

1098. Ms. Friesen of AT&T asked Qwest whether it notified its end users and affiliates of major outages through e-mail (Colorado Workshop Transcript, June 19, 2001, pages 145-146). Qwest responded that it provided some of its larger clients notification by e-mail, but was not sure whether it provided its affiliates notice by e-mail (Colorado Workshop Transcript, June 19, 2001, page 146). AT&T asked how long after an outage occurs does Qwest send the notification e-mail (Colorado Workshop Transcript, June 19, 2001, page 146). Qwest replied that it attempted to send the notification e-mail as soon as possible (Colorado Workshop Transcript, June 19, 2001, pages 146-147).
1099. AT&T asked Qwest to describe the functions of its three repair calling centers (Colorado Workshop Transcript, June 19, 2001, page 147). Qwest stated that CLECs, wireless customers, and a few complex services use the account maintenance support center (AMSC); resold services, small business and residential POTS use the repair call handling center (RCHC); and large business customer use the customer repair service answering bureau (CRSAB) (Colorado Workshop Transcript, June 19, 2001, pages 147-148).
1100. AT&T also asked Qwest whether it withholds any alleged proprietary information in its broadcast e-mails besides customer names and e-mail addresses (Colorado Workshop Transcript, June 19, 2001, page 148). Qwest replied the only proprietary information being withheld, to its knowledge, was customer names and e-mail addresses (Colorado Workshop Transcript, June 19, 2001, page 148).
1101. Ms. Waysdorf of XO inquired as to whether Qwest's proposed language in *Exhibit 6-Qwest-17* provided notice of outages if fewer than 100 customers were affected

(Colorado Workshop Transcript, June 19, 2001, page 150). Qwest replied that outages affecting less than 100 customers are considered minor outages but those individual customers would know of the outage because they would be the ones to report the trouble (Colorado Workshop Transcript, June 19, 2001, page 151).

1102. Qwest testified that the outages it considers to be “major” include the ones defined by the FCC including call blocking, fire, E911, and PSAP failures, and special facilities failures (FAA and major airports) and additional ones Qwest considers to be significant (Colorado Workshop Transcript, June 19, 2001, page 152).

1103. Mr. Menezes of AT&T inquired as to when a minor outage becomes a major outage (Colorado Workshop Transcript, June 19, 2001, page 153). Qwest responded that minor outages become major outages when more than 5000 people are affected (Colorado Workshop Transcript, June 19, 2001, page 153).

1104. Qwest testified that it considered its detailed network disaster recovery plans to be proprietary information and that it objected to disclosing the plan to CLECs (Colorado Workshop Transcript, June 19, 2001, page 154). Qwest indicated, however, that it would negotiate an individual disaster recovery plan with each CLEC upon request (Colorado Workshop Transcript, June 19, 2001, page 154). Mr. Menezes of AT&T stated that it would be agreeable to negotiating an individual disaster recovery plan provided that the plan was not limited to OSS and maintenance and repair items (Colorado Workshop Transcript, June 19, 2001, page 155). AT&T suggested addressing the issue of individual disaster recovery plans in the context of SGAT § 12 (Colorado Workshop Transcript, June 19, 2001, pages 155-156).

1105. The parties agreed that issue MR-11 was **closed** (Colorado Workshop Transcript, June 19, 2001, page 156).
1106. **Workshop Issue No. GT&C-98a (MR-12a).** CLEC request for “same,” not “substantially the same” maintenance schedule.
1107. Mr. Orrel of Qwest testified that in response to AT&T's request, it included language that would ensure that CLEC maintenance would be done in a substantially similar manner, time, type, and quality as Qwest maintenance (Colorado Workshop Transcript, June 19, 2001, page 157).
1108. The parties agreed to Qwest's language as indicated in SGAT § 12.3.10.1 and agreed that issue MR-12a was **closed** (Colorado Workshop Transcript, June 19, 2001, page 168).
1109. **Workshop Issue No. GT&C-98b (MR-12b).** CLEC request for same “type and quality” maintenance.
1110. CLECs contended that Qwest is required to ensure parity using retail customers as the benchmark with an obligation to let CLECs know accordingly, with definitive schedules. SGAT § 12.3.10.3 has been reinserted, which in conjunction with SGAT § 12.3.10.1 meets parity criteria, as cited in *Exhibits 6-Qwest-4* and *Exhibit 6-Qwest 5*.
1111. It was agreed that issue MR-12b was **closed** (Colorado Workshop Transcript, June 19, 2001, page 168).
1112. **Workshop Issue No. GT&C-99 (MR-13).** 10-day notice of protective maintenance.

1113. Mr. Orrel of Qwest indicated that AT&T sought 10-business days' notification of any planned protective maintenance (Colorado Workshop Transcript, June 19, 2001, page 157). Qwest objected to AT&T's 10-day notification request on the grounds that the applicable access tariff does not require 10-days' notification to retail customers (Colorado Workshop Transcript, June 19, 2001, page 157). Qwest argued that since the access tariff only requires Qwest to negotiate the timing of planned maintenance with retail customers, Qwest should be obligated only to negotiate in the same manner with CLECs (Colorado Workshop Transcript, June 19, 2001, page 157).
1114. Mr. Friesen of AT&T disagreed with Qwest's position and argued that since Qwest knows its planned maintenance schedule in advance, Qwest has access to information that the CLECs do not (Colorado Workshop Transcript, June 19, 2001, pages 157-160). AT&T claimed that the parity measure should be "between what Qwest receives and what CLECs receive" not just "what end-users receive and what CLECs receive" (Colorado Workshop Transcript, June 19, 2001, page 160).
1115. Mr. Finnegan of AT&T asked Qwest whether it provided a resource where CLECs could determine the notification standards Qwest uses to provide notice of protective maintenance (Colorado Workshop Transcript, June 19, 2001, pages 161-162). Qwest responded that the standard it uses is found in the access tariff where it states that "Qwest is obligated to negotiate with affected customers the timing of planned protective maintenance" (Colorado Workshop Transcript, June 19, 2001, page 162). Qwest also noted that it is obligated only to provide notice of those protective maintenance activities that affect CLECs -- and that there is no reason to divulge Qwest's entire maintenance

schedule because many protective maintenance activities to not affect CLECs (Colorado Workshop Transcript, June 19, 2001, pages 163-164)

1116. Mr. Waysdorf of XO asked Qwest whether the negotiations contemplated in the access tariff were for the date of the maintenance or the date of the notice of maintenance (Colorado Workshop Transcript, June 19, 2001, page 163). Qwest indicated that the negotiations pertained to the date of the maintenance (Colorado Workshop Transcript, June 19, 2001, page 163). XO also asked Qwest whether the access service tariff was the only applicable tariff or if Qwest's other tariffs would affect planned protective maintenance (Colorado Workshop Transcript, June 19, 2001, page 164). Qwest indicated that it was unsure whether Qwest's tariffs might somehow affect planned protective maintenance (Colorado Workshop Transcript, June 19, 2001, page 164).
1117. Qwest noted that SGAT § 12.3.10.3 was included in *Exhibit 6-Qwest-4* and inadvertently omitted from *Exhibit 6-Qwest-5* (Colorado Workshop Transcript, June 19, 2001, pages 169-170).
1118. Mr. Finnegan of AT&T proposed modifying the third line of SGAT § 12.3.10.2 to read “Qwest shall provide such notice of and negotiate mutually acceptable dates with CLEC in substantially the same time and manner as it does for itself, its end-user customers, its affiliates, and any other party.” (Colorado Workshop Transcript, June 19, 2001, page 171). Qwest changed the language to read “Qwest shall provide notice of potentially customer-impacting maintenance activity and negotiate mutually acceptable dates with CLEC in substantially the same time and manner as it does for itself, its end-users, its affiliates, and any other party.” (Colorado Workshop Transcript, June 19, 2001, pages

172-173). The parties agreed to Qwest's proposal subject to minor revisions (Colorado Workshop Transcript, June 19, 2001, pages 172-173). Qwest proposed final language for SGAT § 12.3.10.2, provided in *Exhibit 6-Qwest 32*, that indicated that not only will Qwest provide CLECs substantially the same kind of notification with respect to protective maintenance, it will also agree to negotiate a mutually agreeable date for the maintenance when the maintenance will impact CLECs (Colorado Workshop Transcript, June 21, 2001, page 9).

1119. Mr. Waysdorf of XO asked Qwest why it included the phrase “to the extent Qwest can determine such impact.” (Colorado Workshop Transcript, June 21, 2001, p.10). Qwest responded that it included the phrase because some of the effects of its maintenance cannot be linked to specific CLECs (Colorado Workshop Transcript, June 21, 2001, page 10).

1120. Qwest finalized the language of SGAT § 12.3.10.2 in *Exhibit 6-Qwest-38* (Colorado Workshop Transcript, June 21, 2001, page 50).

1121. The parties agreed that issue MR-13 was **closed** (Colorado Workshop Transcript, June 21, 2001, pages 10-11).

1122. **Workshop Issue No. GT&C-100 (MR-14).** Where 7-day x 24-hour coverage is not available for “situation.” CLECs want word “identified” added.

1123. Mr. Orrel of Qwest testified that WorldCom requested the insertion of the word “identified” before the word “situation” in SGAT § 12.3.11.1 (Colorado Workshop Transcript, June 19, 2001, page 174). Qwest agreed to incorporate WorldCom's

suggestion in SGAT § 12.3.11.1 so that the relevant portions would read “where such 7x24 coverage is not available, Qwest repair operation center (always available 7x24) can call out technicians or other personnel to the identified situation.” (Colorado Workshop Transcript, June 19, 2001, page 174). The parties agreed that issue MR-14 was **closed** (Colorado Workshop Transcript, June 19, 2001, pages 174-175).

1124. **Workshop Issue No. GT&C-101 (MR-15).** Clarification of Qwest’s escalation process including process flow, how escalations are supposed to work and how escalation situations are handled by Qwest.
1125. Mr. Orrel of Qwest stated that issue MR-15 addressed AT&T's request for clarification of the escalation process (Colorado Workshop Transcript, June 19, 2001, page 175). Qwest testified that *Exhibit 6-Qwest-13* outlined the point of contacts for the CLECs escalation (Colorado Workshop Transcript, June 19, 2001, page 175).
1126. Ms. Friesen of AT&T observed that its request originated from the Arizona workshops where Qwest referred AT&T to a website that allegedly outlined the escalation procedure (Colorado Workshop Transcript, June 19, 2001, page 175). AT&T complained that this website was insufficient and did not explain the escalation process or procedure (Colorado Workshop Transcript, June 19, 2001, pages 175-176). AT&T, therefore, sought clarification of the escalation procedure (Colorado Workshop Transcript, June 19, 2001, pages 175-176). AT&T compared the maintenance and repair escalation procedure with the ROC OSS test escalation procedure and noted that the ROC OSS test escalation procedure was better defined, contained four clearly articulated escalation levels, and

explained how and when escalation was to be accomplished (Colorado Workshop Transcript, June 19, 2001, pages 177-178).

1127. Qwest replied that while the ROC OSS test escalation procedure probably was not applicable, it could add more detail and clarity to the escalation procedure (Colorado Workshop Transcript, June 19, 2001, page 178). Qwest noted, however, that the escalation procedure for maintenance and repair is “manual” and requires the CLEC to initiate the process (Colorado Workshop Transcript, June 19, 2001, page 178).

1128. Ms. Quintana of the Commission Staff asked Qwest “Whether all trouble could be escalated, or only certain types of trouble.” (Colorado Workshop Transcript, June 19, 2001, page 179). Qwest relied that the types of trouble are escalated depends upon the CLEC initiative, but generally all trouble can be escalated (Colorado Workshop Transcript, June 19, 2001, pages 179-180).

1129. Qwest proposed new language for SGAT § 12.3.12.2, provided in *Exhibit 6-Qwest-33*, to address the CLECs’ concerns (Colorado Workshop Transcript, June 21, 2001, page 11). Qwest testified that its changes (1) allowed CLECs to trigger escalation through phone calls or electronic bonding interface, (2) clarified language relating to repair commitment and missed appointments, (3) identified the escalation levels and how to move up levels including a one-hour interval between levels, and (4) indicated that the status on any trouble ticket is available through electronic interface bonding (Colorado Workshop Transcript, June 21, 2001, pages 11-12).

1130. AT&T contended that Qwest's proposal was not detailed enough and that the escalation process should be allowed to move more quickly than at one-hour intervals (Colorado

Workshop Transcript, June 21, 2001, pages 12-18). The parties proposed several language changes addressing escalation, parity, and electronic interfaces, and Qwest agreed to rework the language (Colorado Workshop Transcript, June 21, 2001, pages 18-27). Qwest modified the provision to state: (1) repair escalations can be initiated by calling the trouble reporting center or by the electronic interface, (2) the escalation is five tiers, (3) the first escalation point is the tester, (4) the CLECs may escalate at their discretion, and (5) the status of the escalation can be accessed either electronically or manually (Colorado Workshop Transcript, June 21, 2001, pages 27-28).

1131. The modification for SGAT § 12.3.12.2 was provided in *Exhibit 6-Qwest 39* (Colorado Workshop Transcript, June 21, 2001, page 50). Qwest testified that *Exhibit 6-Qwest-39* superseded *Exhibit 6-Qwest-33* (Colorado Workshop Transcript, June 21, 2001, page 50).
1132. The parties agreed that issue MR-15 was **closed** (Colorado Workshop Transcript, June 19, 2001, page 50).
1133. **Workshop Issue No. GT&C-102 (MR-16).** Adding words “substantially the same” in SGAT § 12.3.12.
1134. Mr. Orrel of Qwest testified that WorldCom wanted to add the phrase “substantially the same” to SGAT § 12.3.12.1 (Colorado Workshop Transcript, June 19, 2001, page 185). Qwest affirmed that it incorporated AT&T's request into the SGAT (Colorado Workshop Transcript, June 19, 2001, pages 183-185). AT&T proposed deleting the phrase “provided in” in SGAT § 12.3.12.1 (Colorado Workshop Transcript, June 19, 2001, pages 183-185).

1135. The parties concurred with AT&T's proposal and agreed that issue MR-16 was **closed** (Colorado Workshop Transcript, June 19, 2001, pages 184-185).
1136. **Workshop Issue No. GT&C-103a (MR-17a).** Proposed language changes as to “parity.”
1137. Mr. Orrel of Qwest testified that it added parity language to SGAT § 12.3.13 as reflected in *Exhibit 6-Qwest-5* in response to the request of CLECs (Colorado Workshop Transcript, June 19, 2001, pages 186-188). Specifically, Qwest added parity language to SGAT § 12.3.13.1 regarding maintenance dispatch personnel and stated that it would follow internal process and industry standards to resolve the repair condition (Colorado Workshop Transcript, June 19, 2001, page 186). Qwest also added the phrase “for which CLECs will not be liable” to SGAT § 12.3.13.3 indicating that Qwest will not charge for dispatch on POTS lines (Colorado Workshop Transcript, June 19, 2001, page 187). Qwest agreed to delete the provision regarding “operational processes being regularly reviewed and changed” (Colorado Workshop Transcript, June 19, 2001, page 187). Qwest also deleted SGAT § 12.3.13.4 as it was duplicative (Colorado Workshop Transcript, June 19, 2001, pages 187-188).
1138. Mr. Finnegan of AT&T noted that Qwest failed to include consensus language in *Exhibit 6-Qwest-5* regarding circumstance when Qwest “can demonstrate that the dispatch was unnecessary or that the trouble was caused by CLEC facilities or equipment” (Colorado Workshop Transcript, June 19, 2001, pages 188-189). Qwest responded that the consensus language was omitted inadvertently from *Exhibit 6-Qwest-5*, but that the

language had been included in *Exhibit 6-Qwest-4* (Colorado Workshop Transcript, June 19, 2001, page 189).

1139. New Edge suggested clarifying parts of the provision related to POTS dispatch by including language that states “Qwest will not request authorization from CLEC prior to dispatch and CLEC will not be charged the associated maintenance of service charge.” (Colorado Workshop Transcript, June 19, 2001, pages 190-192).
1140. Ms. Doberneck of Covad asked Qwest whether authorization is required before Qwest will perform a dispatch for lines supported by Qwest's design services process (Colorado Workshop Transcript, June 19, 2001, page 193). Qwest was unable to respond and indicated that it would look into the matter and provide new language (Colorado Workshop Transcript, June 19, 2001, pages 194-195).
1141. Ms. Waysdorf of XO posed the question as to SGAT § 12.3.3.2 whether the word “request” might be more appropriate than “required” (Colorado Workshop Transcript, June 19, 2001, pages 195-196). Qwest indicated that “required” was the correct term because “required” meant that the CLECs “demanded” a dispatch even though one might not be necessary, and that “request” was not the correct word because a CLEC could “request a dispatch” and Qwest could deny the request (Colorado Workshop Transcript, June 19, 2001, page 196).
1142. Qwest reworked SGAT § 12.3.13.3 as indicated in *Exhibit 6-Qwest-34* to address the concerns of the CLECs (Colorado Workshop Transcript, June 21, 2001, page 29). Qwest stated that its new language reads “For POTS lines and designed service circuits, Qwest is responsible for all maintenance and repair of these lines or circuits and will make the

determination to dispatch without prior CLEC authorizations.” (Colorado Workshop Transcript, June 21, 2001, page 29). Qwest also clarified that from a design services perspective, Qwest will make the determination whether a dispatch is required; however, a CLEC has the option to request a dispatch (Colorado Workshop Transcript, June 21, 2001, page 29).

1143. Mr. Finnegan of AT&T inquired as to whether Qwest’s proposal allows Qwest to make dispatches to the premises of the customers of CLECs without CLEC authorization (Colorado Workshop Transcript, June 21, 2001, page 30). Qwest responded that it presumed it would receive CLEC authorization before it performs a dispatch to a CLEC’s customer's residence (Colorado Workshop Transcript, June 21, 2001, page 30).

1144. AT&T proposed changing SGAT § 12.3.12.2 to read “For POTS line and designed service circuits, Qwest is responsible for all maintenance and repair of the line or circuit and will make a determination to dispatch to locations other than the CLEC's customer premise without prior CLEC authorization. For dispatch to the CLEC's customer premise, Qwest will obtain prior CLEC authorization.” (Colorado Workshop Transcript, June 21, 2001, pages 33-34). Qwest agreed to AT&T's proposal (Colorado Workshop Transcript, June 21, 2001, page 34). Qwest proposed its final language for SGAT § 12.3.13.3 in *Exhibit 6-Qwest-41* (Colorado Workshop Transcript, June 21, 2001, pages 50-51). Qwest testified that *Exhibit 6-Qwest-41* replaced *Exhibit 6-Qwest-34* (Colorado Workshop Transcript, June 21, 2001, page 51). Qwest also stated that *Exhibit 6-Qwest-41* reads “For dispatch to the CLEC customer premises, Qwest shall obtain prior CLEC authorization with the exception of major outage restoration, cable rolls and MTE terminal maintenance/repair.” (Colorado Workshop Transcript, June 21, 2001, pages 54-

- 55). Qwest explained that the exceptions it added were necessary because often Qwest needs to tone out the cable to identify that cable's appearance within the cable itself or in the terminal (Colorado Workshop Transcript, June 21, 2001, pages 55-56).
1145. AT&T inquired as to whether Qwest needs contact with the end user when it performs cable rolls (Colorado Workshop Transcript, June 21, 2001, page 56). Qwest responded that it depended on the circumstances, but it primarily needs access to the end user's premises, not contact with the end user, *per se*. (Colorado Workshop Transcript, June 21, 2001, pages 56-57).
1146. The parties agreed that issue MR-17a was **closed** (Colorado Workshop Transcript, June 21, 2001, page 57).
1147. **Workshop Issue No. GT&C-103b (MR-17b).** Limitation of Qwest charge to only unnecessary dispatches associated with Qwest's responsibilities with access involving CLEC customer premises in performing maintenance and repair duties.
1148. Agreement was reached as to the distinction made between CLEC *requesting* a dispatch and *requiring* a dispatch (*e.g.*, to meet a CLEC technician, as reflected in *Exhibit 6-Qwest-4*).
1149. The parties agreed that issue MR-17b was **closed** (Colorado Workshop Transcript, June 21, 2001, page 57).
1150. **Workshop Issue No. GT&C-104 (MR-18).** Qwest's use of CMP to notify CLECs of operational process changes.

1151. Mr. Orrel of Qwest agreed to delete the provision regarding operational processes being regularly reviewed and changed (Colorado Workshop Transcript, June 19, 2001, pages 187-198). With this deletion, the parties agreed that issue MR-18 regarding the “use of CMP for operational process changes” was moot and no longer an issue (Colorado Workshop Transcript, June 19, 2001, pages 197-198). The parties agreed that issue MR-18 was **closed** (Colorado Workshop Transcript, June 19, 2001, pages 197-198).
1152. **Workshop Issue No. GT&C-105 (MR-19).** Removal of Section as duplicative.
1153. Qwest testified that SGAT § 12.3.13.4 which read “CLEC shall perform appropriate trouble isolation and screening prior to submitting a trouble report to Qwest” was duplicative of SGAT § 12.3.4 and was deleted (Colorado Workshop Transcript, June 19, 2001, page 198). The parties agreed issue MR-19 was **closed** (Colorado Workshop Transcript, June 19, 2001, page 198).
1154. **Workshop Issue No. GT&C-106 (MR-20).** Assurance that similar troubles would receive similar commitment intervals.
1155. WorldCom testified that it requested that Qwest add parity language to SGAT § 12.3.15.1 regarding similar troubles and trouble clearing intervals (Colorado Workshop Transcript, June 19, 2001, page 199). The parties noted that if Qwest does not actually provide parity with respect to trouble clearing intervals, the performance indicators would detect Qwest's actions (Colorado Workshop Transcript, June 19, 2001, pages 200-201). The parties agreed that issue MR-20 was **closed** (Colorado Workshop Transcript, June 19, 2001, page 201).

1156. **Workshop Issue No. GT&C-107 (MR-21).** Mechanisms available to CLECs to submit trouble tickets as to the form that jeopardy notices will take for both electronically submitted troubles and manually submitted troubles.
1157. The parties agreed that issue MR-21 was discussed and resolved in connection with issue MR-2. Mr. Orrel of Qwest clarified that when the status in LMOS or WFA changes, Qwest sends an e-mail indicating the status change; and when Qwest misses a repair commitment it will send an e-mail unless the recipient does not have the ability to receive e-mail, in which case Qwest will call the recipient (Colorado Workshop Transcript, June 19, 2001, pages 201-208). Qwest also clarified that the “recipient” is the CLEC contact listed in the trouble report submitted to Qwest. (Colorado Workshop Transcript, June 19, 2001, page 209).
1158. Qwest also proposed new language for SGAT § 12.3.16.1, found in *Exhibit 6-Qwest-35*, regarding jeopardy management (Colorado Workshop Transcript, June 21, 2001, page 37). Qwest testified that its new language clarified that Qwest will notify CLECs that trouble reports commitments, whether appointments or intervals, are likely to be missed in substantially the same time and manner as it does for itself and that notification may be sent by e-mail, fax, or electronic interface (Colorado Workshop Transcript, June 21, 2001, pages 37-38).
1159. AT&T asked whether the electronic bonding interface sent a confirming fax back in response (Colorado Workshop Transcript, June 21, 2001, page 38). Qwest indicated that CEMR has the capability of sending a fax or e-mail back (Colorado Workshop Transcript, June 21, 2001, page 38). AT&T also suggested rephrasing the provision to

read “Qwest will notify CLEC, in substantially the same time and manner as Qwest provides itself, its end-user customers, its affiliates, and any other party, that a trouble report commitment (appointment or interval) has been or is likely to be missed.” (Colorado Workshop Transcript, June 21, 2001, pages 38-39). Qwest agreed to adopt AT&T's suggestion (Colorado Workshop Transcript, June 21, 2001, page 39).

1160. Qwest proposed final language for SGAT § 12.3.16.1 in *Exhibit 6-Qwest-40* (Colorado Workshop Transcript, June 21, 2001, page 50) and testified that *Exhibit 6-Qwest-40* superseded *Exhibit 6-Qwest-35* (Colorado Workshop Transcript, June 21, 2001, page 50).
1161. The parties agreed that issue MR-21 was **closed** (Colorado Workshop Transcript, June 21, 2001, page 39).
1162. **Workshop Issue No. GT&C-108 (MR-22).** Parity for notification of troubles.
1163. Ms. Balvin of WorldCom indicated that it be requested that Qwest add parity language in SGAT § 12.3.16.1 regarding notification of troubles, which was affirmed by Qwest (Colorado Workshop Transcript, June 19, 2001, pages 209-210). The parties agreed that issue MR-22 was **closed** (Colorado Workshop Transcript, June 19, 2001, page 210).
1164. **Workshop Issue No. GT&C-109 (MR-23).** Implications of a CLEC not being able to definitively isolate a trouble to Qwest’s network.
1165. Mr. Orrel of Qwest testified that it incorporated AT&T's proposed changes into SGAT § 12.3.17.1 including inserting the phrase “to the extent possible” after the word “ensure” in the first sentence, and affirming that CLECs would have the same capabilities for trouble isolation associated with facilities such as resold service, UNE-P and POTS as

Qwest (Colorado Workshop Transcript, June 19, 2001, page 210). The parties agreed that issue MR-23 was **closed** (Colorado Workshop Transcript, June 19, 2001, pages 210-211).

1166. **Workshop Issue No. GT&C-110 (MR-24).** Consistent trouble patterning language.
1167. Mr. Orrel of Qwest testified that it had adopted AT&T's proposal for SGAT § 12.3.17.1, which stated that the “trouble screener” needed to screen and test the trouble to the Qwest network before the trouble report is submitted to Qwest (Colorado Workshop Transcript, June 19, 2001, pages 211-212). WorldCom acknowledged that it misunderstood the issue at the time it proposed to delete SGAT § 12.3.17.1 (Colorado Workshop Transcript, June 19, 2001, page 212). The parties agreed that issue MR-24 was **closed**.
1168. **Workshop Issue No. GT&C-111 (MR-25).** Time-bound repair completions on manually reported trouble reports.
1169. Mr. Orrel of Qwest testified that AT&T proposed a one-hour notification of trouble report completions (Colorado Workshop Transcript, June 19, 2001, pages 212-213). Qwest stated that while a one-hour interval may be acceptable for the design services, it was not acceptable for non-design services because Qwest technicians may not be able to report the closure of a ticket within one hour (Colorado Workshop Transcript, June 19, 2001, page 213). Qwest testified that the parties agreed to add parity language to SGAT § 12.3.18.2 and status notifications from electronic interfaces as the status of the trouble report changes (Colorado Workshop Transcript, June 19, 2001, page 213). The parties agreed that issue MR-25 was **closed** (Colorado Workshop Transcript, June 19, 2001, page 214).

1170. **Workshop Issue No. GT&C-112 (MR-26).** Time-bound repair completions on manually reported trouble reports.
1171. Mr. Dixon of WorldCom testified that the parity language added to SGAT § 12.3.18.2 in connection with MR-25 resolved its concerns with issue MR-26 (Colorado Workshop Transcript, June 19, 2001, pages 214-215). The parties agreed that issue MR-26 was **closed** (Colorado Workshop Transcript, June 19, 2001, pages 214-215).
1172. **Workshop Issue No. GT&C-113 (MR-27).** Change of subsection title to “End User Responsibilities.”
1173. Mr. Orrel of Qwest testified that originally WorldCom requested the title of SGAT § 12.3.19 to be “End-User Responsibilities” (Colorado Workshop Transcript, June 19, 2001, page 215). Qwest noted that the parties misunderstood that nature of SGAT § 12.3.19 and that this section addressed what the “CLECs' responsibilities were to the end-user” (Colorado Workshop Transcript, June 19, 2001, page 215). The parties agreed to title SGAT § 12.3.19 as “End-User Interface Responsibilities” (Colorado Workshop Transcript, June 19, 2001, page 215). The parties agreed that issue MR-27 was **closed** (Colorado Workshop Transcript, June 19, 2001, page 215).
1174. **Workshop Issue No. GT&C-114 (MR-28).** Proof that Qwest technicians are trained as to nondiscriminatory behavior when a technician is interacting with CLEC customer.
1175. Mr. Orrel of Qwest testified that issue MR-28 dealt with the behavior of Qwest's technicians when they act on behalf of CLECs (Colorado Workshop Transcript, June 19, 2001, page 216). Qwest stated that this issue had been raised in the Loop Workshop and

that the parties agreed to resolve this issue in that forum (Colorado Workshop Transcript, June 19, 2001, page 216). Ms. Doberneck of Covad testified that its concern surrounding issue MR-28 was ensuring that Qwest's technicians would not act in an anticompetitive manner when they were representing CLECs (Colorado Workshop Transcript, June 19, 2001, pages 216-217).

1176. Ms. Friesen of AT&T asked Qwest to describe its code of conduct that allegedly governs Qwest's technicians (Colorado Workshop Transcript, June 19, 2001, pages 217-218). Qwest explained that its code of conduct details how Qwest's employees should act and includes a section regarding disparaging CLECs (Colorado Workshop Transcript, June 19, 2001, page 218). Mr. Hubbard of Qwest also stated that every employee must read the code of conduct and sign an acknowledgement that they have read the code of conduct (Colorado Workshop Transcript, June 19, 2001, pages 218-221). Mr. Orrel of Qwest added that “non-management employees have the option of not signing Qwest's code of conduct, but if an employee chooses not to sign the code of conduct, then the employee's manager must conduct and document a one-on-one meeting where the manager reviews the code of conduct with the employee.” (Colorado Workshop Transcript, June 21, 2001, pages 42-43). Moreover, “If an employee fails to follow Qwest's code of conduct, the employee is subject to appropriate disciplinary action, which may require working through the employee's union representative.” (Colorado Workshop Transcript, June 21, 2001, pages 43-44).

1177. Covad asked Qwest how long its code of conduct had been in existence (Colorado Workshop Transcript, June 19, 2001, page 224). Qwest indicated that in its present form

- its code of conduct had existed for one year (Colorado Workshop Transcript, June 19, 2001, page 224).
1178. The parties agreed that issue MR-28 was **closed**. (Colorado Workshop Transcript, June 21, 2001, pages 44-45).
1179. **Workshop Issue No. GT&C-115 (MR-29).** CLEC as Qwest point of contact.
1180. Mr. Orrel of Qwest testified that issue MR-29 addressed who is the proper customer of record (Colorado Workshop Transcript, June 21, 2001, page 45). Qwest stated that AT&T had proposed language for SGAT § 12.3.19.3 that is reflected in *Exhibit 6-Qwest-5* that obligated Qwest to recognize the appropriate CLEC as the customer of record and send all notices and invoices and any other pertinent information to the CLEC (Colorado Workshop Transcript, June 21, 2001, pages 45-46). Qwest indicated that AT&T proposed this provision because in certain instances such as line splitting, determining whom the customer of record is can be confusing (Colorado Workshop Transcript, June 21, 2001, pages 45-46).
1181. Mr. Menezes of AT&T and Mr. Dixon of WorldCom stated that they were satisfied with the SGAT § 12.3.19.3 as noted in *Exhibit 6-Qwest-5* (Colorado Workshop Transcript, June 21, 2001, page 46).
1182. The parties agreed that issue MR-29 was **closed** (Colorado Workshop Transcript, June 21, 2001, page 46).
1183. **Workshop Issue No. GT&C-116 (MR-30).** Call to Repair Center answered in “substantially” the same time and manner.

1184. Mr. Orrel of Qwest testified that issue MR-30 concerned SGAT § 12.3.20.1 and parity for repair call handling (Colorado Workshop Transcript, June 21, 2001, page 46). Qwest stated that it deleted the word “substantially” from SGAT § 12.3.20.1 to indicate that it would answer all repair calls in the same manner and time (Colorado Workshop Transcript, June 21, 2001, pages 46-47).
1185. Mr. Dixon of WorldCom testified that it was satisfied with Qwest changes to SGAT § 12.3.20.1 and agreed that issue MR-30 was **closed** (Colorado Workshop Transcript, June 21, 2001, page 47).
1186. **Workshop Issue No. GT&C-117 (MR-31).** Use and update of Qwest’s ICONN database on a nondiscriminatory basis.
1187. Mr. Orrel of Qwest indicated that issue MR-31 addressed SGAT § 12.3.22.4 and Qwest’s ICONN database (Colorado Workshop Transcript, June 21, 2001, page 47). Qwest stated that its interface to the ICONN database, as illustrated in *Exhibit 6-Qwest-37*, provides conflicting information with respect to when the database is updated (Colorado Workshop Transcript, June 21, 2001, page 47). Qwest stated that it agreed to new language in SGAT § 12.3.22.4 that obligates Qwest to update the ICONN database in substantially the same time and manner as Qwest updates its own data (Colorado Workshop Transcript, June 21, 2001, page 47). Qwest indicated that for switch conversions it actually updates the ICONN database weekly (Colorado Workshop Transcript, June 21, 2001, pages 47-48, 51-52).
1188. The parties agreed that with the inclusion of parity language in SGAT § 12.3.22.4, issue MR-31 was **closed** (Colorado Workshop Transcript, June 21, 2001, page 49).

1189. **Workshop Issue No. GT&C-118 (MR-32).** Description of major switch maintenance activities, and providing notice of planned maintenance and upgrade events.
1190. Mr. Orrel of Qwest testified that AT&T had requested a description of the major switch maintenance activities (Colorado Workshop Transcript, June 21, 2001, page 58). Qwest stated that major switch maintenance includes switch conversions, generic upgrades, and equipment addition such as switch modification additions (Colorado Workshop Transcript, June 21, 2001, page 58). Qwest noted that CLECs receive notice of major switch maintenance through the ICONN database and Qwest's network disclosure website (Colorado Workshop Transcript, June 21, 2001, page 58).
1191. Ms. Finnegan of AT&T suggested listing some of the major switch maintenance activities in SGAT § 12.3.23.1 (Colorado Workshop Transcript, June 21, 2001, page 60). Qwest agreed to add the sentence “[m]ajor switch maintenance activities include switch conversions, switch generic upgrades, and switch equipment additions.” (Colorado Workshop Transcript, June 21, 2001, pages 60-61).
1192. The parties agreed that issue MR-32 was **closed** (Colorado Workshop Transcript, June 21, 2001, page 61).
1193. **Workshop Issue No. GT&C-119 (MR-33).** Clarification of circumstances related to “quiet time,” an interval when no orders with due dates in the specified period will be accepted in order to implement switch conversions.
1194. Ms. Friesen of AT&T inquired as to how Qwest reconciles the conflicting embargo periods in *Exhibit 6-Qwest-36* and *Exhibit 6-Qwest-37* (Colorado Workshop Transcript,

June 21, 2001, page 58). Mr. Orrel of Qwest responded that the service order embargoes are fairly loosely defined in the ICONN database and that the ICONN database needs to be corrected to reflect information that Qwest's retail organizations have and information associated with the data (Colorado Workshop Transcript, June 21, 2001, pages 61-63).

1195. AT&T offered that the reason it was concerned about embargo periods is because it lost six customers due to embargo periods (Colorado Workshop Transcript, June 21, 2001, page 64). Ms. Finnegan of AT&T inquired as to where Qwest would find the embargo periods (Colorado Workshop Transcript, June 21, 2001, page 65). Qwest responded that the intent on the switch embargo through the ICONN database is to have all the information on the ICONN database (Colorado Workshop Transcript, June 21, 2001, page 65). Qwest affirmed that what is currently on the website is consistent with what Qwest's retail organizations can access and that it needs to provide either textual information in accordance with the switch conversion and the 45 days or the actual representation of the interval (Colorado Workshop Transcript, June 21, 2001, pages 65-66).

1196. AT&T proposed inserting the phrase "as identified in the ICONN database" after the reference to the appropriate embargo interval in SGAT § 12.3.23.2.2 (Colorado Workshop Transcript, June 21, 2001, pages 60-66). Qwest agreed to incorporate AT&T's suggestion in the SGAT (Colorado Workshop Transcript, June 21, 2001, page 66).

1197. Ms. Young of Sprint asked Qwest how it would inform IXC, wireless providers or other CLECs impacted by switch conversions of the applicable embargo or moratorium periods

(Colorado Workshop Transcript, June 21, 2001, pages 66-67). Qwest indicated that the account team likely would communicate that information (Colorado Workshop Transcript, June 21, 2001, page 67).

1198. AT&T testified that it lost customers because it had placed number portability orders that were accepted by Qwest for completion during the quiet period (Colorado Workshop Transcript, June 21, 2001, page 67). AT&T stated that for some reason the due date was inadvertently pushed out, but the disconnect order was not stopped and ended up being processed during the quiet period (Colorado Workshop Transcript, June 21, 2001, pages 67-68). AT&T asserted that “When the customers' service was disconnected, they got so frustrated that they left AT&T.” (Colorado Workshop Transcript, June 21, 2001, page 67).

1199. Qwest stated that although it does not know what happened with AT&T's particular example, Qwest does have the capability to work disconnects during the quiet period as well as certain emergency orders (Colorado Workshop Transcript, June 21, 2001, page 68). Qwest stated that it is investigating how to accommodate supplements to pending disconnect orders that would “back them out of the quiet time” (Colorado Workshop Transcript, June 21, 2001, pages 68-69).

1200. Ms. Waysdorf of XO asked Qwest whether (1) “quiet time” and “quiet period” were interchangeable, (2) whether the quiet time interval was the five days before and two days after the conversion, and (3) whether the moratorium includes the 45 days prior to the conversion (Colorado Workshop Transcript, June 21, 2001, page 71). Qwest

indicated that XO was correct on these counts. (Colorado Workshop Transcript, June 21, 2001, page 71).

1201. Qwest proposed to unify the terms “moratorium” and “embargo” in SGAT §§ 12.3.23.2.5 and 12.3.23.2.6 (Colorado Workshop Transcript, June 21, 2001, page 73).
1202. AT&T asked Qwest what would happen if it submitted a non-trunk related order with a due date during the quiet period (Colorado Workshop Transcript, June 21, 2001, page 74). Qwest stated that the order would be rejected, or Qwest would try to negotiate a different due date (Colorado Workshop Transcript, June 21, 2001, page 74). Qwest also stated that its systems are designed to prevent orders flowing through during the quiet period (Colorado Workshop Transcript, June 21, 2001, page 74).
1203. AT&T referred to SGAT § 12.3.23.2.3, which requires CLECs to place orders “to convert from an old switch to a new switch” when Qwest changes switches. AT&T inquired as to whether Qwest is obligated to provide notice of the switch in the form of a trunk group service request no fewer than 90 days before the conversion. (Colorado Workshop Transcript, June 21, 2001, page 76). Qwest replied in the affirmative (Colorado Workshop Transcript, June 21, 2001, page 76).
1204. AT&T inquired as to whether, under SGAT § 12.3.23.2.4, “no orders will be processed within the 45 day moratorium” (Colorado Workshop Transcript, June 21, 2001, page 76). Qwest replied that the 45-day notice provision is designed to allow Qwest to prepare for the conversion, and is limited to trunk-side connections to the switch, but that it does not refer to LNP orders (Colorado Workshop Transcript, June 21, 2001, page 77).

1205. AT&T inquired about the difference between “major facility changes or upgrades” and “major switch maintenance” (Colorado Workshop Transcript, June 21, 2001, page 77). Qwest stated that “major facility changes or upgrades” refers to actual facilities tied to the switch and involves adding capacity, changing out equipment, or signaling changes (Colorado Workshop Transcript, June 21, 2001, page 77).
1206. AT&T inquired as to whether quiet time is applicable to trunk orders through ASR (Colorado Workshop Transcript, June 21, 2001, page 78). Qwest responded affirmatively (Colorado Workshop Transcript, June 21, 2001, page 78).
1207. AT&T inquired as to whether Qwest’s systems will work on orders through the quiet period when the due date is outside the quiet period (Colorado Workshop Transcript, June 21, 2001, page 80). Qwest indicated that its systems will not process any order with a due date during the quiet period but will process orders with due dates outside the quiet period (Colorado Workshop Transcript, June 21, 2001, pages 78-80).
1208. AT&T proposed changing SGAT §§ 12.3.23.2.5 and 12.3.23.2.6 to read “Quiet Time: where no orders with due dates that fall within the quiet time period except those described in § 12.3.23.2.1.” (Colorado Workshop Transcript, June 21, 2001, pages 81-82). The parties agreed to work on acceptable language offline (Colorado Workshop Transcript, June 21, 2001, pages 82-89). Qwest proposed new language in SGAT § 12.3.24 that identifies the types of orders that are actually processed during not only the switch embargoes but also during the quiet period (Workshop Transcript, August 22, 2001, page 7). Qwest’s proposal also allows certain orders to be backed out of the

system and changes the moratorium period from 45 days to 30 days (Workshop Transcript, August 22, 2001, pages 7-8).

1209. Qwest also confirmed that the TGSR is the notice that CLECs receive at least 90 days before the conversion (Colorado Workshop Transcript, June 21, 2001, pages 89-90).
1210. With the acceptance of Qwest's proposed language, the parties agreed that issue MR-33 was **closed** (Workshop Transcript, August 22, 2001, page 8).
1211. **Workshop Issue No. GT&C-120 (MR-34).** Linking maintenance window to IMA availability.
1212. Mr. Orrel of Qwest testified that WorldCom initially requested that Qwest link the maintenance window to IMA availability (Colorado Workshop Transcript, June 21, 2001, page 91). Mr. Dixon of WorldCom testified that it confused the issue and upon realizing it confusion withdrew issue MR-34 (Colorado Workshop Transcript, June 21, 2001, page 91). The parties agreed that issue MR-91 was **closed** (Colorado Workshop Transcript, June 21, 2001, page 91).
1213. **Workshop Issue No. GT&C-121 (MR-35).** Notice of maintenance that possibly could impact CLEC.
1214. Mr. Orrel of Qwest testified that WorldCom requested clarifying language in SGAT § 12.3.23.2 indicating that Qwest will provide CLECs notice of any maintenance activities that might impact the CLECs' ordering practices (Colorado Workshop Transcript, June 21, 2001, page 92). Qwest testified that in *Exhibit 6-Qwest-5* and *Exhibit 6-Qwest-36* it agreed to provide CLECs notice of any and all maintenance

activities that may impact CLEC ordering practices, such as embargoes, moratoriums, and quiet periods in substantially the same time and manner as Qwest provides itself (Colorado Workshop Transcript, June 21, 2001, page 92). Qwest agreed to assure consistencies between *Exhibit 6-Qwest-5* and *Exhibit 6-Qwest 36* (Colorado Workshop Transcript, June 21, 2001, pages 93-94).

1215. The parties concurred with Qwest's modifications and agreed that issue MR-35 was **closed** (Colorado Workshop Transcript, June 21, 2001, page 94).

1216. **Workshop Issue No. GT&C-122 (MR-36).** Assurance that Qwest will not close the trouble report for designed services prior to verification from CLEC that trouble is cleared.

1217. Mr. Orrel of Qwest testified that WorldCom requested that Qwest insert the phrase "will not be closed by Qwest prior to CLEC notification that trouble is cleared" at the very end of SGAT § 12.2.2.1 (Colorado Workshop Transcript, June 21, 2001, page 96). Qwest agreed to insert the language proposed by WorldCom provided that the phrase was limited to "design services" only (Colorado Workshop Transcript, June 21, 2001, page 96).

1218. Ms. Balvin of WorldCom expressed concern regarding a lack of procedure for obtaining CLEC verification and closing trouble reports associated with chronic problems (Colorado Workshop Transcript, June 21, 2001, pages 96-100). WorldCom suggested modifying SGAT § 12.2.2.1 to read "For design services, the TR will not be closed by Qwest prior to verification from CLEC that trouble is cleared." (Colorado Workshop Transcript, June 21, 2001, page 100). Qwest agreed to WorldCom's proposal (Colorado

Workshop Transcript, June 21, 2001, page 100). The parties agreed that issue MR-36 was **closed** (Colorado Workshop Transcript, June 21, 2001, page 100).

1219. **Workshop Issue No. GT&C-123 (MR-37).** Assurance that clearance of trouble reports for non-designed services are expedited effectively.
1220. Ms. Balvin of WorldCom testified that issue MR-37 concerned the closing of trouble reports for non-design services (Colorado Workshop Transcript, June 21, 2001, page 101). WorldCom stated that it wanted a procedure where Qwest will verify with CLECs that trouble on POTS lines have been cleared before Qwest clears the trouble report (Colorado Workshop Transcript, June 21, 2001, page 101). WorldCom also stated that it sought a “chronic problem” procedure whereby the fourth time a POTS line experiences the same problem within 30 days, the CLEC customer verifies that the problem is resolved before Qwest clears the trouble report (Colorado Workshop Transcript, June 21, 2001, pages 101-102).
1221. Mr. Orrel of Qwest recommended language in *Exhibit 6-Qwest-42* addressing WorldCom's concerns and suggested that its proposal be placed in its own section numbered SGAT § 12.3.12.3 (Colorado Workshop Transcript, June 21, 2001, page 102).
1222. Ms. Jennings-Fader of the Commission Staff asked Qwest to clarify that for “0-3 trouble reports in any 30 day period” Qwest checks the line itself to clear a trouble report, and on the fourth trouble report in any 30-day period, the trouble is reclassified as a “design service” and gets handled as a chronic design service trouble (Colorado Workshop Transcript, June 21, 2001, pages 103-107). Qwest replied that the Commission Staff’s

understanding was correct (Colorado Workshop Transcript, June 21, 2001, pages 103-107).

1223. To make the provision more clear. Mr. Finnegan of AT&T proposed rewording SGAT § 12.3.12.3 to the effect that “Qwest shall handle chronic troubles on non-design services, which are those greater than three troubles in 30 days calculated on a rolling basis, pursuant to SGAT § 12.2.2.1.” (Colorado Workshop Transcript, June 21, 2001, pages 107-109). Qwest agreed to adopt AT&T's proposal (Colorado Workshop Transcript, June 21, 2001, page 110). Qwest proposed new language for SGAT § 12.3.12.3 in *Exhibit 6-Qwest-44* (Colorado Workshop Transcript, June 21, 2001, p.118). The parties agreed that issue MR-37 was **closed** (Colorado Workshop Transcript, June 21, 2001, pages 118-119).

1224. **Workshop Issue No. GT&C-124 (MR-38).** Process for handling xDSL for line sharing and UNEs for verification that trouble has been cleared.

1225. Mr. Zulevic of Covad asked Qwest whether it considered data services, such as line shared DSL, design services or non-design services (Colorado Workshop Transcript, June 21, 2001, page 111). Mr. Hubbard of Qwest responded that line sharing follows a POTS flow and unbundled loop data services are designed services (Colorado Workshop Transcript, June 21, 2001, pages 111-112).

1226. Covad complained that it had experienced situations where the POTS service was working, but the DSL service was not. Yet the repair technician only checked the POTS service and cleared the trouble report without checking the data services (Colorado Workshop Transcript, June 21, 2001, page 112). Qwest stated that it has processes to

check data continuity through splitters (Colorado Workshop Transcript, June 21, 2001, page 113).

1227. Qwest agreed to change SGAT § 12.3.6.5, as indicated in *Exhibit 6-Qwest-61*, to read “Qwest shall test to ensure electrical continuity of all UNEs including central office demarcation points and services it provides to CLEC prior to closing a trouble report.” (Workshop Transcript, August 22, 2001, page 9). The parties concurred with Qwest's changes (Workshop Transcript, August 22, 2001, page 9.)
1228. Covad also testified that it was satisfied with Qwest's language in SGAT § 12.3.4.3 as detailed in *Exhibit 6-Qwest-61* regarding the application of maintenance of service charges. The parties agreed that issue MR-38 was **closed** (Workshop Transcript, August 22, 2001, pages 9-10).
1229. **Workshop Issue No. GT&C-125 (MR-39).** Assurance that status of maintenance would be accessible to Workforce Administrator database by electronic interface.
1230. Ms. Balvin of WorldCom stated that issue MR-39 involved a request by WorldCom to create SGAT language that obligated Qwest to input any status changes in trouble tickets in the WFA (Colorado Workshop Transcript, June 21, 2001, pages 116-117). Ms. Hughes of Qwest proposed new language for SGAT § 12.3.14.2 in *Exhibit 6-Qwest-43* that accommodated WorldCom's concerns (Colorado Workshop Transcript, June 21, 2001, page 117).

1231. WorldCom stated that Qwest's proposal was sufficient (Colorado Workshop Transcript, June 21, 2001, page 118). The parties agreed that issue MR-39 was **closed** (Colorado Workshop Transcript, June 21, 2001, p.118).
1232. **Workshop Issue No. GT&C-126 (MR-40).** Qwest deletion of SGAT § 12.2.2.2, describing electronic interface gateways for reporting troubles (*Exhibit 6-AT&T-12*).
1233. Mr. Menezes of AT&T inquired as to why Qwest deleted SGAT § 12.2.2.2 regarding maintenance and repair interfaces, gateways, and trouble ticket processes, as cited in *Exhibit 6-AT&T-12* (Colorado Workshop Transcript, June 21, 2001, pages 119-120). Qwest stated that more generic language was encompassed in SGAT § 2.2.2.1.
1234. The parties agreed that issue MR-39 was **closed** (Colorado Workshop Transcript, June 21, 2001, p.120).

5.4 Change Management Process Issues

1235. Discussions pertaining to CMP during the course of Workshop 6 provided a basis for **closing** and **deferring** Issues CM-1 through CM-19 (with the exception of Issue CM-12, which was closed at that time). The record that was established also provided a basis for Qwest's representations made as to the CMP redesign process, and the expectations as to resolution of these issues as an integral part of that effort, paralleling formulation of the SGAT.

5.4.1 Workshop 6 Discussions and Understandings as to CMP

1236. The Direct Testimony of Qwest's Witness, Mr. Allen, marked as *Exhibit 4-Qwest-45* and the Rebuttal Testimony of James Allen marked as *Exhibit 4-Qwest-46* were reviewed and

adopted by Ms. Brohl, Qwest's witness at the June 22, 2001 workshop (Workshop Transcript, June 22, 2001, page 41).

1237. Mr. Crain, Qwest's attorney, stated that *Exhibit 6-Qwest-47* was presented at the most recent monthly Change Management meeting. This Exhibit incorporated a proposal to the "CMP body" to work out a revised CMP process. It was anticipated at that time that a number of meetings would be required to hammer out the details of the new process. Moreover, any agreements that would be made within the 271 Workshops would then be subject to concurrence in CMP (Workshop Transcript, June 22, 2001, page 42).
1238. Mr. Crain recommended recognition of that unusual circumstance by "allowing the process to go off line," after which Qwest would file a revised CMP process -- possibly incorporating comments by CLECs as relevant issues were raised (Workshop Transcript, June 22, 2001, page 43). Mr. Crain observed that that there were objections to the Process Change proposal in other workshops. And, although Qwest was prepared to discuss the gamut of CMP issues at this workshop, it was strongly suggested that the focus of Workshop 6 be on "high level concepts" raised during the course of discussions by AT&T and WorldCom. The objective would be to identify what the underlying issues were; whether these were impasse issues; and how such issues could be resolved (Workshop Transcript, June 22, 2001, page 43).
1239. Mr. Finnegan of AT&T, stated that in AT&T's view, the SGAT and the CMP supplemented each other. In that regard, the SGAT needs to incorporate some of the "higher level obligations" that Qwest should generally follow with regard to the

complementary CMP -- whereas details of the CMP, *per se*, are probably best left to the CMP implementation team.

1240. AT&T preferred to resolve issues either in parallel or in series, as appropriate. Work done in parallel would encompass higher level legal obligations, such as dispute resolution. As to serial activities, as the CMP progresses it would be desirable to revisit the SGAT to ensure that the SGAT and CMP are compatible, and that differences have ultimately been reconciled (Workshop Transcript, June 22, 2001, pages 43-44).
1241. Mr. Crain of Qwest cited SGAT § 12 which deals with the Change Management Process. Qwest had incorporated and attached *Exhibit G* and *Exhibit H*, to the SGAT, one of which is the “Change Management Process” itself, and the other of which is the “Change Management Escalation Process.” Qwest stated that it had reservations as to whether those are, appropriately, exhibits to the SGAT because they, in fact, are “living documents” that would be subject to ongoing changes in the future.
1242. Qwest proposed that, during the workshop, high level language be hammered out for incorporation in the SGAT, to provide guidelines as to Qwest’s placement of Change Management policies on its website; and to work out key issues associated with the Change Management process itself vis-à-vis the SGAT (Workshop Transcript, June 22, 2001, pages 45-46).
1243. Ms. Friesen of AT&T stated that Qwest has a 271 obligation to have the evolving Change Management process in place. AT&T wanted to reserve the right to investigate the facts related to CMP within the workshops and to ensure that there would be adequate time for “due consideration” (Workshop Transcript, June 22, 2001, pages 45-46).

1244. Mr. Crain observed that Qwest introduced *Exhibit G* and *Exhibit H* as a framework to begin negotiations (Workshop Transcript, June 22, 2001, page 60). Mr. Crain opined that once the parties define the general parameters of the CMP process, and include the corresponding language in the SGAT, *Exhibit G* and *Exhibit H* will not be needed for the workshop (and would not necessarily be part of the SGAT) (Workshop Transcript, June 22, 2001, pages 61-64).
1245. Mr. Dixon of WorldCom argued, conversely, *Exhibit G* and *Exhibit H* should be incorporated into the SGAT because “they provide the type of detail that would help Co-providers ascertain their role as to the CMP process” (Workshop Transcript, June 22, 2001, page 70). As such, WorldCom wanted *Exhibit G* and *Exhibit H* to incorporate more, rather than less, detail regarding the CMP process (Workshop Transcript, June 22, 2001, page 70).
1246. WorldCom observed, in that context, that the CMP addressed three distinct activities or changes (Workshop Transcript, June 22, 2001, page 68). Specifically, these are: (1) SGAT changes and amendments, (2) OSS changes, and (3) PAP changes (Workshop Transcript, June 22, 2001, pages 68-69). In contrast, *Exhibit G* addressed only OSS changes (Workshop Transcript, June 22, 2001, pages 69-71). WorldCom reiterated that *Exhibit G* also should encompass SGAT changes and PAP changes (Workshop Transcript, June 22, 2001, pages 70-72).
1247. WorldCom contended that, furthermore, the SGAT should address the CMP in more detail because, as *Exhibit G* explains, parties such as the Commission and OCC are not participants in CMP -- and their only contribution to the CMP process will come through

the SGAT (Workshop Transcript, June 22, 2001, pages 71-72). WorldCom noted that other important issues such as “whether the CMP vote is binding on Qwest” are unresolved and should be addressed within the SGAT (Workshop Transcript, June 22, 2001, pages 72-74).

1248. Mr. Crain of Qwest countered that the SGAT should contain some discussion of the CMP process, but that the level of detail warranted does not need to be extensive (Workshop Transcript, June 22, 2001, pages 73-75). Mr. Crain suggested addressing general items like which parties participate in CMP in the SGAT and leaving the detail, such as voting procedures, to the CMP proceeding (Workshop Transcript, June 22, 2001, pages 73-75).
1249. WorldCom inquired as to whether the CMP process should be broken into subparts and whether Qwest intends to impose eligibility requirements on the CMP process (Workshop Transcript, June 22, 2001, pages 75-76). Qwest responded that in its opinion, the CMP should not be broken into subparts; and Qwest had not imposed any general eligibility requirements. Rather, Qwest has limited participation of members in certain functional areas (Workshop Transcript, June 22, 2001, pages 77-79). For example, Qwest noted that a number of non-CLEC parties have participated in the CMP proceeding, including: Co-provider service providers, vendors, and testing organizations (such as KPMG). However, some of these participants are not allowed to vote on interface changes because the parties that use the interfaces feel that non-users should not be able to change things that they are not using (Workshop Transcript, June 22, 2001, pages 77-79).

1250. At the August session of Workshop 6 (a two-month hiatus since the previous CMP discussion) Mr. Crain of Qwest noted that, in the interim, an effort to accommodate the CLECs' requests regarding CMP was underway. Specifically, Qwest had initiated offline discussions with the CLECs occurring at regular two-week intervals (Workshop Transcript, August 22, 2001, pages 287-289). Mr. Crain suggested that, given these discussions and the progress being made, the parties should consider waiting until the offline discussions are substantially completed, which was anticipated to be in the first week of October. By that time, Qwest would have had a chance to file the results of these discussions with the Commission -- enabling the parties to react to the issues before the Commission (Workshop Transcript, August 22, 2001, pages 287-290).
1251. Mr. Crain indicated that Qwest would be willing to file periodic discussion updates and ROC OSS test results after the October filing to "move the process along," and address any changes that occurred since October (Workshop Transcript, August 22, 2001, pages 304-307). Qwest also noted that the underlying CMP process already exists, and that the parties are changing and modifying it (Workshop Transcript, August 22, 2001, pages 307-308). Mr. Crain observed that that the CMP process also is being evaluated by KPMG in the ROC OSS test (Workshop Transcript, August 22, 2001, pages 289-290, 307-317).
1252. Ms. Bewick of New Edge asked Qwest "whether CMP discussions are limited to operational issues or legal issues." (Workshop Transcript, August 22, 2001, pages 291-292). Qwest replied that regardless of the issues, if the results of the CMP process conflict with the SGAT, the SGAT prevails (Workshop Transcript, August 22, 2001, pages 292-293).

1253. WorldCom asked Qwest whether the CMP process can, de facto, create “an amendment to the SGAT” (Workshop Transcript, August 22, 2001, pages 293-296). Mr. Crain responded that notice of an SGAT amendment would be provided through CMP but that the Commission ultimately authorizes an amendment (Workshop Transcript, August 22, 2001, pages 294-296).
1254. WorldCom asked Qwest to explain the role the CMP process has in updating Qwest's technical publications (Workshop Transcript, August 22, 2001, pages 296-300). Qwest replied that any updates to technical publications are reviewed in a CMP meeting where extensive comments are solicited (Workshop Transcript, August 22, 2001, pages 298-300).
1255. Mr. Dixon and Ms. Bewick inquired as to whether regulatory and legal personnel are allowed to attend Redesign Working Session and CMP meetings (Workshop Transcript, August 22, 2001, pages 300-304). Mr. Routh of Qwest responded in the affirmative (Workshop Transcript, August 22, 2001, pages 301-304).
1256. The Commission Staff inquired how the PAP and the CIMP are related (Workshop Transcript, August 22, 2001, pages 317-318). Mr. Crain replied that he did not think PAP was tied to CMP, but that he would need to verify that to be sure (Workshop Transcript, August 22, 2001, page 318).
1257. WorldCom asked Qwest how changes to the PAP would be made once the ROC OSS process is finished (Workshop Transcript, August 22, 2001, pages 319-322). Mr. Crain indicated that any changes to the PAP would not be made through CMP, but through another governance body (Workshop Transcript, August 22, 2001, page 322).

1258. WorldCom also inquired as to whether changes to products, processes and technical publications will be handled through the CMP process “indefinitely” (Workshop Transcript, August 22, 2001, pages 322-323). Qwest responded that the intention of CMP process is to handle product, process, and technical publication changes on an ongoing basis (Workshop Transcript, August 22, 2001, pages 322-323).
1259. Mr. Menezes of AT&T asked Qwest what documentation is envisioned at the end of this process to adequately explain CMP (Workshop Transcript, August 22, 2001, page 330). Qwest replied that there are currently two documents (cited previously) that explain CMP, and that those documents are being modified. Once these updates are complete, they are to be submitted in the October filing, and would thereafter be accessible on Qwest's website (Workshop Transcript, August 22, 2001, pages 330-331).
1260. Mr. Routh of Qwest subsequently described the CMP modification process “as a response to CLEC requests to improve the CMP process.” Qwest affirmed that an effective response to CLECs' demands was underway, and this required Qwest to make some “pretty significant modifications to the CMP process.” To accomplish those changes, Qwest has begun to work collaboratively with a number of CLECs and their representatives to outline the new process (Workshop Transcript, August 23, 2001, pages 192-193). Qwest also stipulated that there were “six or seven CLECs involved, and that the CLEC community outlined the requirements for participation.” Moreover, CLECs also will be able to enforce those requirements and the CMP redesign is open to any CLEC that wanted to participate as a core member (Workshop Transcript, August 23, 2001, p.194).

1261. Mr. Routh of Qwest stated that Qwest and the CLECs meet approximately every other week, and a schedule of meetings is posted on the web (Workshop Transcript, August 23, 2001, pages 194-195). Qwest introduced a meeting agenda as *Exhibit 6-Qwest-90* (Workshop Transcript, August 23, 2001, page 197).
1262. Ms. Friesen of AT&T inquired as to how the voting process works in the redesign meetings (Workshop Transcript, August 23, 2001, page 199). Qwest responded that “[w]henver there is an issue concerning the execution of the redesign process, each CLEC is allowed to cast one vote. If there is a tie among the CLECs, then they are asked to work together to reach consensus.” (Workshop Transcript, August 23, 2001, page 199). When there is an issue concerning CMP reengineering, the CLECs each get one vote, and must reach a “consensus in representing that viewpoint to Qwest.” At that point, Qwest offers its position, and if the CLECs’ and Qwest’s positions differ, the parties work together to attempt to reach consensus. If a consensus cannot be reached in that forum, a “dispute resolution process,” -- which is yet to be defined – is to be invoked (Workshop Transcript, August 23, 2001, pages 199-202).
1263. WorldCom asked Qwest whether the dispute resolution would be internal to Qwest (Workshop Transcript, August 23, 2001, pages 205-206). Mr. Routh of Qwest indicated that it will not be internal (Workshop Transcript, August 23, 2001, pages 205-206). Mr. Routh also observed that change requests, including those of Qwest, are prioritized by CLECs. Only those CLECs that are affected by the change receive notice of the change (Workshop Transcript, August 23, 2001, pages 206-209).

1264. WorldCom inquired as to how Qwest will verify that the CMP process comports with the SGAT (Workshop Transcript, August 23, 2001, page 217). Mr. Routh replied that Qwest “will prepare a list of issues included in the SGAT that relate to CMP, and attach the list to its October filing as evidence that the redesigned CMP process is in harmony with every issue on the list.” (Workshop Transcript, August 23, 2001, pages 218-219).
1265. The Commission Staff asked Qwest “where CLECs would look to determine the dispute resolution process if it is not included in the SGAT.” (Workshop Transcript, August 23, 2001, pages 226-227). Qwest stated that the dispute resolution process would be published on Qwest's website along with the other CMP documentation (Workshop Transcript, August 23, 2001, page 227).
1266. The Commission Staff asked Qwest to describe “how parties make changes to the CMP process itself.” (Workshop Transcript, August 23, 2001, page 227). Mr. Routh stated that CMP changes would be made through a CLEC forum and a CLEC vote (Workshop Transcript, August 23, 2001, pages 227-228).
1267. Ms. Friesen of AT&T asked who actually will be drafting the final document that describes the CMP redesigned process (Workshop Transcript, August 23, 2001, page 231). Qwest stated the parties are drafting the document collectively, and it is being hammered out in the redesign meetings “word by word” (Workshop Transcript, August 23, 2001, page 232).
1268. Ms. Friesen of AT&T inquired as to how Qwest would ensure that redesign changes are, in fact, being implemented (Workshop Transcript, August 23, 2001, page 234). Qwest stated that, as the point is reached where the new process needs to be invoked, the CLECs

will be notified formally that the existing process has been changed in accordance with new standards. In cases where the change is something that “Qwest is in charge of doing” -- and it does not require any action on the part of the CLEC--“Qwest would accordingly invoke that process.” (Workshop Transcript, August 23, 2001, page 234). Qwest also opined that it will provide sufficient notice of “relevant changes” to CLECs -- even though it does not have a specific interval by which notice must be sent at this time (Workshop Transcript, August 23, 2001, pages 236-238).

1269. WorldCom inquired as to how a CLEC gets an invitation to attend the CMP meetings and redesign meetings, and who can be a core team member (Workshop Transcript, August 23, 2001, pages 238-239). Mr. Routh replied that CMP meetings are announced on the web and open to interested parties -- and that there are no restrictions on who can be a core team member (Workshop Transcript, August 23, 2001, pages 238-239).
1270. Mr. Dixon of WorldCom asked Qwest “whether WorldCom is entitled to three separate representatives at CMP meetings -- since WorldCom has three separate local service providers.” (Workshop Transcript, August 23, 2001, page 240). Mr. Routh replied that “if each local service provider wants to send a representative to the CMP meeting, each Co-provider would be entitled to a vote.” (Workshop Transcript, August 23, 2001, page 241).
1271. The discussion of CMP in Workshop 6 concluded at that point. The list of “Change Management” issues considered during the course of the Workshop are enumerated below.

5.4.2 Workshop 6 Issues as to CMP

1272. **Workshop Issue No. GT&C-127 (CM-1).** Clarity and accessibility of Qwest CMP documents.

1273. CLECs seek to identify all documents that purport to explain how the CMP process works. Qwest provided *Exhibit 6-Qwest-4*, *Exhibit 6-Qwest-48*, and cited Exhibit H and its contents, which include all documentation necessary to utilize the CMP process and how to participate in that process (Workshop Transcript June 22, 2001, pages 54-55). Qwest stated that documents that describe how the CMP process works are available on the web (Workshop Transcript, June 22, 2001, pages 90-91).

at URL: www.qwest.com/wholesale/CMP.

1274. Qwest stated that the website contains sublinks to documents, including:

- CMP Document (*Exhibit G*), a master document which refers to all other CMP resources
- Escalation Process (*Exhibit H*)
- Change Request Prioritization Process
- Release Notifications (Workshop Transcript, June 22, 2001, pages 91–95)

1275. Qwest affirmed that it intends to further clarify CMP documents during the course of CMP proceedings (Workshop Transcript June 22, 2001, pages 87-88).

1276. Issue CM-1 remained open for continuance in the August workshop (Workshop Transcript, June 22, 2001, p. 95), and subsequently was **closed** and **deferred** for consideration in CMP Review Team proceedings (Workshop Transcript, August 22, 2001, pages 288-289).
1277. **Workshop Issue No. GT&C-128 (CM-2).** Definition and adequacy of Qwest's escalation and dispute resolution process.
1278. At issue is whether Qwest's escalation and dispute resolution processes are clearly defined and adequate (Workshop Transcript, June 22, 2001, page 99).
1279. CLECs stated that dispute resolution is intertwined with Qwest's escalation process, which is enumerated in CMP Exhibit H, as provided in *Exhibit 6-Qwest-47*. CLECs contended that there was no opportunity to resolve CMP-related disputes absent a framework that recognizes that disputes, *per se*, can exist. CLECs argued that if a CLEC disagrees with Qwest's decision on a Change Request, an escalation process must be followed involving the Qwest management hierarchy. CLECs stated that "they can only voice their displeasure and but have no assurance their issues will be acted upon." CLECs argued that Qwest's proposed escalation process was unduly long (up to 17 business days, and possibly 30 days in some circumstances). (Workshop Transcript, June 22, 2001, pages 100-109).
1280. CLECs want a dispute resolution process that would be binding on all parties involved with CMPAGE CLECs contended:

- There should be an opportunity for CLECs to challenge Release Notifications, to the extent they are substantial and could adversely impact the CLECs.
- There should be a mechanism to challenge a Systems Change Proposal if there were disagreement and, in particular, if Qwest were to continue on with the change.
- The escalation process should be streamlined so that only one person within Qwest would be responsible, with authority to bind the company and make a decision within two business days. The Colorado Commission would thereafter resolve disputes.

1281. Qwest contended that CMP matters subject to escalation and dispute resolution in fact would primarily involve CLEC-provided change requests. As such, Qwest release notifications and any other process changes would not be subject to escalation and or dispute resolution in practical terms. Qwest points out that its procedures already incorporate a provision that states “disputes that cannot be resolved within Qwest's management structure are to be referred to an independent monitor.” (Workshop Transcript, June 22, 2001, pages 104-112).

1282. Issue CM-2 remained open for continuance in the August workshop (Workshop Transcript, June 22, 2001, p.112) and subsequently was **closed** and **deferred** for consideration in CMP Review Team proceedings (Workshop Transcript, August 22, 2001, pages 288-289).

1283. **Workshop Issue No. GT&C-129 (CM-3).** Availability of five categories of changes in SBC documents.
1284. Issue CM-3 was **closed** and **deferred** for consideration in CMP Review Team proceedings (Workshop Transcript, August 22, 2001, pages 288-289).
1285. **Workshop Issue No. GT&C-130 (CM-4).** Performance measurements to gauge effectiveness of Change Management Process *per se*.
1286. Issue CM-4 was **closed** and **deferred** for consideration in CMP Review Team proceedings (Workshop Transcript, August 22, 2001, pages 288-289).
1287. **Workshop Issue No. GT&C-131 (CM-5).** Repair process, *per se*, subject to change management.
1288. Issue CM-5 was **closed** and **deferred** for consideration in CMP Review Team proceedings (Workshop Transcript, August 22, 2001, pages 288-289).
1289. **Workshop Issue No. GT&C-132 (CM-6).** Frequency of scheduled CMP meetings.
1290. Issue CM-6 was **closed** and **deferred** for consideration in CMP Review Team proceedings (Workshop Transcript, August 22, 2001, pages 288-289).
1291. **Workshop Issue No. GT&C-133 (CM-7).** Subjecting Qwest-generated Change Requests to CMP.
1292. Issue CM-7 was **closed** and **deferred** for consideration in CMP Review Team proceedings (Workshop Transcript, August 22, 2001, pages 288-289).

1293. **Workshop Issue No. GT&C-134 (CM-8).** Definition of a proprietary Change Request.
1294. Issue CM-8 was **closed** and **deferred** for consideration in CMP Review Team proceedings (Workshop Transcript, August 22, 2001, pages 288-289).
1295. **Workshop Issue No. GT&C-135 (CM-9).** Availability of EDI draft worksheets.
1296. Issue CM-9 was **closed** and **deferred** for consideration in CMP Review Team proceedings (Workshop Transcript, August 22, 2001, pages 288-289).
1297. **Workshop Issue No. GT&C-136 (CM-10).** Extent of CLEC input into the development of the Change Management Processes, *per se*.
1298. Issue CM-10 was **closed** and **deferred** for consideration in CMP Review Team proceedings (Workshop Transcript, August 22, 2001, pages 288-289).
1299. **Workshop Issue No. GT&C-137 (CM-11).**
1300. Combined with CM-2. The parties agreed that issue CM-11 was **closed** (Workshop Transcript, June 22, 2001, pages 98-99).
1301. **Workshop Issue No. GT&C-138 (CM-12).** CLEC ability to vote on EDI Change Requests.
1302. Issue CM-12 was **closed** and **deferred** for consideration in CMP Review Team proceedings (Workshop Transcript, August 22, 2001, pages 288-289).
1303. **Workshop Issue No. GT&C-139 (CM-13).** Scope of CMP.

1304. Issue CM-13 was **closed** and **deferred** for consideration in CMP Review Team proceedings (Workshop Transcript, August 22, 2001, pages 288-289).
1305. **Workshop Issue No. GT&C-140 (CM-14).** Whether contents of *Exhibit G* should be included in SGAT.
1306. WorldCom opines that information found in Exhibit G belongs in the SGAT, either as an exhibit or part of the body of the document, in SGAT § 12. AT&T concurred, contending that *Exhibit G* forms a factual basis, as opposed to *Exhibit 6-Qwest-47*, Qwest's proposal to the CMP Review Team (Workshop Transcript, June 22, 2001, pages 81-82, 84).
1307. Issue CM-14 was **closed** and **deferred** for consideration in CMP Review Team proceedings (Workshop Transcripts, August 22, 2001, pages 288-289, August 23, 2001, pages 325-326).
1308. **Workshop Issue No. GT&C-141 (CM-15).** Whether Contents of *Exhibit H* should be included in SGAT.
1309. WorldCom opines that information found in Exhibit H belongs in the SGAT, either as an exhibit or part of the body of the document, in SGAT § 12. AT&T concurred contending that *Exhibit H* forms a factual basis, as opposed to *Exhibit 6-Qwest-47*, Qwest's proposal to the CMP Review Team (Workshop Transcript, June 22, 2001, pages 82-84).
1310. Issue CM-15 was **closed** and **deferred** for consideration in CMP Review Team proceedings (Workshop Transcripts, August 22, 2001, pages 288-289; August 23, 2001, pages 325-326).

1311. **Workshop Issue No. GT&C-142 (CM-16).** Means of distinguishing issues that warrant consideration in CMP, as contrasted with matters appropriately resolved between Qwest and individual CLECs.
1312. CLECs observe that there are issues that could be germane to just an individual CLEC and Qwest and that do not impact the CLEC community as a whole. Other issues may arise during discussions between Qwest and a CLEC that, conversely, will have an impact on the CLEC community as a whole. At issue is the means of how to distinguish between the two situations as to what properly should come before CMP and what is in the purview of the CLEC and Qwest (Workshop Transcript, June 22, 2001, page 86).
1313. Issue CM-16 was **closed** and **deferred** for consideration in CMP Review Team proceedings (Workshop Transcript, August 22, 2001, pages 288-289).
1314. **Workshop Issue No. GT&C-143 (CM-17).** Processes for notification of CLECs, and adequacy of that process.
1315. Covad expressed concern about the process for ensuring that all impacted CLECs are notified of any CMP-related changes, seeking a proactive statement affirming that Qwest's wholesale customers, the CLECs, advising them such information was forthcoming, what information to expect, and confirmation that the information had been received (Workshop Transcript, June 22, 2001, pages 89-90).
1316. Issue CM-17 was **closed** and **deferred** for consideration in CMP Review Team proceedings (Workshop Transcript, August 22, 2001, pages 288-289).

1317. **Workshop Issue No. GT&C-144 (CM-18).** Documents described but as yet unidentified or unknown -- which include the change request prioritization process and other links.
1318. CLECs inquired about “other documents that Qwest employs that are intended to educate CLECs on how the CMP process works.” Qwest cited the Change Request Prioritization Process, and associated documentation, that, although referenced in CMP documentation, had not been provided in the workshop. CLEC requested the inclusion of other documents described and those “as yet maybe unidentified or unknown” so they might be examined (Workshop Transcript, June 22, 2001, page 93).
1319. Issue CM-18 was **closed** and **deferred** for consideration in CMP Review Team proceedings (Workshop Transcript, August 22, 2001, pages 288-289).
1320. **Workshop Issue No. GT&C-145 (CM-19).** Means of establishing provisioning intervals within CMP framework, if at all.
1321. CLECs inquired as to the CMP establishing and publishing intervals for LIS trunks in accordance with SGAT § 7.4.7 (Workshop Transcript, August 22, 2001, pages 219-220, pages 326-327).
1322. Issue CM-19 was **closed** and **deferred** for consideration in CMP Review Team Proceedings (Workshop Transcript, August 22, 2001, pages 288-289).

6. Staff Compliance and Assessment

1323. The technical discussions held during Workshop 6 concerning the GT&C of Qwest's SGAT, including specifically the BFR process, the SRP, OSS, M&R functions, and the CMP, were exhaustive and thorough. Participants had ample opportunity to raise their issues and have them fully discussed. Additionally, extensive testimony and comments were filed to add to the record of this proceeding.
1324. The primary focus of the workshop was to address the GT&Cs of Qwest's SGAT to assess their adequacy as they relate to and directly affect the specific checklist item provisions of the SGAT, of Qwest's concrete and specific legal obligation in compliance 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. The GT&Cs of Qwest's SGAT were thoroughly and rigorously reviewed.
1325. It is Commission Staff's opinion that while the SGAT's GT&Cs may not technically be checklist items in and of themselves, they nonetheless directly affect, and are not severable from, the other provisions of the SGAT, pursuant to which Qwest purports to comply with the specific checklist item requirements. Therefore, Staff believes that the SGAT's GT&Cs are subject to the Commission's investigation into Qwest's overall compliance with the requirements of the Act and the FCC.

1326. During Workshop 6, Qwest proposed a complete review and revision of its Change Management Process (CMP). Participants and Staff agreed to the proposal, which will be implemented on a parallel path, but separate from the technical workshops. The issues associated with CMP were closed in Workshop 6 and deferred to the CMP review process. Staff will actively participate in the CMP Review process. In the Procedural Order issued from the September 13, 2001, status conference, the Hearing Commissioner ordered that Qwest's complete SGAT, to be filed on or before November 30, 2001, will contain the CMP.³⁸
1327. In the previously described issues in dispute that reached impasse, briefs were filed by participants. 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 impasse issues in dispute will be incorporated into the subsequent Volume VIA in this series of Staff reports.
1328. 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, and the separate assessment of the acceptability of Qwest's CMP, Staff's assessment is that the GT&C of Qwest's SGAT are otherwise acceptable. This assessment is based upon the testimony, comments, and exhibits submitted, and the workshop discussions.

³⁸ Decision No. R01-989-I, September 20, 2001, at page 4, N. 1.

1329. Except for the impasse issues and the separate assessment of the acceptability of Qwest's CMP, the GT&C of Qwest's SGAT are not otherwise disputed by participants.
1330. The Commission will evaluate Qwest's current performance regarding its OSS based upon the results of the ROC OSS Test and other evidence that may be brought to its attention.

IV. CONCLUSIONS

A. GENERAL CONCLUSIONS

1331. 47 U.S.C. § 271 contains the requirements for BOC entry into the in-region, interLATA market.
1332. Qwest is a BOC as defined in 47 U.S.C. § 153 and currently may provide only 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).
1333. The Colorado PUC is a "state commission" as that term is defined in 47 U.S.C. § 153(41).
1334. 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).
1335. 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. GENERAL TERMS AND CONDITIONS - CONCLUSIONS

1336. Workshop 6 encompassed issues pertaining to GT&Cs, including OSS and M&R Functions, CMP, the BFR Process, and the SRPAGE. The issues are not checklist items, *per se*. However, GT&C issues generally are common to a number of checklist items, and were deemed to be most effectively and efficiently addressed in an overarching

framework which encompassed Workshops 1 through 5. By their very nature, GT&C issues often involve considerations that are linked to successful implementation of the 14 checklist items, and as such, agreements reached during the course of negotiations between the parties are deemed to be an integral part of that process.

1337. As such, GT&Cs are important because they protect the rights of parties and define their obligations. They generally do not deal with any single service identified in the SGAT, but instead deal with *all* of the services available under the SGAT. For this reason, the GT&Cs are critical to the determination of whether the services identified in the SGAT are actually available to a CLEC, i.e., whether Qwest in fact has “a concrete and specific legal obligation” with respect to the services described in the SGAT.

1338. Workshop 6 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 the GT&Cs of Qwest’s SGAT to facilitate successful implementation of the 14 checklist items. Criteria to be considered include:

Protection of the rights and establishing the obligations of each party that accepts the SGAT in lieu of negotiating an interconnection agreement.

Confirmation of the nondiscriminatory nature and appropriateness of underlying business relationships that are established between the parties.

Devising a suitable framework for change, embodied in the CMP, that enables Qwest to proactively accommodate change in a dynamic telecommunications environment, while

ensuring that the CLECs are fully advantaged by these changes as well; promoting constructive change and participating in the change management process as interested parties and stakeholders.

Subscribing to Qwest's underlying rationale and justification for accommodating certain types of CLEC requests on an "exception basis," as provided through the BFR and ICB processes and SRP.

1339. Subject to a demonstration that the Commission's dispute resolution decisions are implemented, and the separate assessment of the acceptability of Qwest's CMP, the GT&C of Qwest's SGAT that were discussed in Workshop 6 are otherwise acceptable (including OSS and M&R Functions, CMP, the BFR Process, and the SRP). These demonstrate that services identified in the SGAT are actually available to a CLEC, and that Qwest in fact has a "concrete and specific legal obligations" with respect to the services described in the SGAT. The GT&Cs of Qwest's SGAT are not otherwise disputed by participants.

1340. The Commission subsequently will determine whether the rates for products and services encompassed in GT&G, including OSS and M&R Functions, CMP, the BFR Process, and the SRP are just and reasonable in the Commission's companion cost docket (Docket No. 99A-577T).

1341. Qwest's current actual performance with respect to GT&C 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.

1342. Special consideration will be given to the separate evaluation of the CMP, which was being developed in parallel with Workshop 6 process. In fact, virtually all CMP issues were closed subject to deferral to the CMP review process, which was deemed to be the appropriate forum for deliberation of CMP matters. Assurance was provided by Qwest that all outstanding CMP issues would be addressed in that forum and appropriate feedback provided. In particular, the duality of SGAT and CMP would be addressed, and delineation of suitable boundaries and interfaces between these two processes will be established.

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)

General Terms & Conditions (Including BFR & SRP) Operational Support Systems Maintenance & Repair Functions Change Management Process

Issue ID COIL # & SGAT	Description of Issue and Resolution	Status
GT&C-1 (G-1) 5.3, 5.3.1 5.3.2, 4.47 6.4.7 9.2.2.12 9.2.4.2 9.4.4.1.2 9.15.3.4.3 9.23.5.2 10.1.3.8.2 10.4.2.18	Proof of Authorization in event of an allegation of an “unauthorized change.” CLECs seek to incorporate federal and state rules “by reference”, as a basis for obligations incurred by both parties as to providing Proof of Authorization in the event of a “failure to comply.” Agreed that parties are to make Proof of Authorization available to each other upon request in the event of an allegation of unauthorized change, in accordance with federal and state rules. Definition of Proof of Authorization in SGAT § 4.47, is to be modified accordingly, and Sections dealing with Proof of Authorization to be trued up (specifically SGAT §§ 5.3.1, 5.3.2, 6.4.7; 9.2.2.12; 9.2.4.2; 9.4.4.1.2; 9.15.3.4.3; 9.23.5.2; 10.1.3.8.2, and 10.4.2.18) <i>(Tr. 6/20/01, pages 107-112; 6/21/01, pages 15-16).</i>	Closed
GT&C-2 (G-2) 8.2.1.10 8.2.1.12	First come first serve policy. First come first serve policy cited in SGAT § 8.2.1 resolved in Collocation Workshop. <i>(CO Tr. 6/20/01, pages 114-116; 8/ 21/01, page 16; AZ Tr. 5/30/01, page 19)</i>	Closed
GT&C-3 (G-3) 8.2	Terms and conditions for collocation. Terms and conditions for collocation resolved in Collocation Workshop. <i>(CO Tr. 6/20/01, page 116; 8/21/01, page 16, AZ Tr. 5/30/01, pages 19-20)</i>	Closed
GT&C-4 (G-4) 7.4.7 12.2.6.2	Scope of Change Management Process (CMP) CLECs contend CMP in SGAT § 12.2.6.2 should be enlarged in scope. Deferred for consideration in CMP Review Team proceedings. <i>(CO Tr. 8/21/01, page 16; MuS Tr. 5/30/01, pages 19-20)</i>	Closed
GT&C-5 (G-5) 1.7 1.7.1 1.7.1.1 1.7.1.2 1.8	Whether or not CLECs can adopt new Qwest product offering without negotiating new SGAT or Interconnection Agreement terms and conditions. CLECs want more streamlined “notification of product change” process. In particular, CLECs are seeking “a quick and efficient way to have access to new products and services, without going through the cumbersome process of formally amending their Interconnection Agreement.” CLEC recommendations include: ➤ A “change process” that doesn't materially affect the SGAT and the operation of Interconnection Agreements between carriers. ➤ An interim operating agreement, with the formal approval process -- to take as little as 60 days “if not contentious.” ➤ A process to adjudicate differing opinions so that CLECs can obtain interim service, with transition to the Commission's final adopted terms, conditions and rates upon formal approval.	Impasse

Issue ID COIL # & SGAT	Description of Issue and Resolution	Status
	<p><u>Interim Amendment</u></p> <p>Qwest proposes a revision to SGAT § 1.7.1 to address CLEC concerns. Provisions in SGAT § 1.7.1.1 would enable a CLEC to negotiate an Amendment with terms and conditions that differ from the current Agreement.</p> <ul style="list-style-type: none"> ➤ Qwest contends that CLECs are operating under the SGAT or an Interconnection Agreement and thus are bound by a “contractual framework.” As such, products launched pursuant to the Agreements are implicitly outside the scope of those contracts until the SGAT is modified accordingly. ➤ Qwest affirms that it strives to get new products “launched” without delay, and would subscribe to an Interim Amendment that is responsive to CLEC needs, provided that: “No new product offering or existing or interim agreement is to be construed to eliminate or add to any rates, terms or conditions, that exist in the prevailing SGAT Agreement.” <p>Qwest opines that this would enable CLECs to commence ordering the product while negotiating an amendment to their Interconnection Agreement. In parallel, Qwest would file changes to SGAT with the Commission, and request that the Commission notify all potentially affected CLECs, and incorporate related CMP changes as well. CLECs contend that such an “interim change” agreement would have to be rationalized with the formal agreements that are subsequently adopted. CLECs view such transitional arrangements as introducing delays and complexities, tantamount to a competitive advantage for Qwest. Moreover, CLECs express concern that Qwest can introduce changes to product offerings indiscriminately, which must, in turn, be accompanied by changes or modification to existing CLEC agreements. CLECs state that burdensome policies are being imposed through Qwest’s practices, citing the “SGAT Change Process” training program. CLECs argue Qwest’s efforts falls short of a proactive transition planning approach lacking:</p> <ul style="list-style-type: none"> ➤ Steps necessary to get information to CLECs. ➤ Articulation of benefits of new product offerings and anticipated service impact that will likely occur as a result. <p>Qwest counters that once SGAT § 1.7 is approved or permitted to go into effect, any amendment to the SGAT will be accomplished through § 252 of the Telecommunications Act. Qwest contends that if a CLEC has “opted into the SGAT,” which thereby becomes the CLEC contract, then the “contract,” per se, could only be changed through the Amendment process. Qwest asserts that it has established a project management process expressly to identify what steps need to be taken to implement SGAT changes and assess what’s involved in getting information to the CLECs.</p> <p><u>SGAT Negotiations “Template”</u></p> <p>CLEC concerns regarding an Interim Amendment are twofold:</p> <ul style="list-style-type: none"> ➤ The means of communicating the circumstances of ad hoc arrangements to Qwest’s Operations Staff in the Central Offices as to “what’s going on in the SGAT and Interconnection Agreements,” and unique requirements when interfacing with the affected CLECs. ➤ Operating under terms and conditions that in essence alter the CLEC Interconnection Agreement, amending the Interconnection Agreement sub-rosa, without having to go before the Commission. <p>CLECs agree to creation of a negotiations contract “template,” almost identical to SGAT but set up in an “Agreement” format to be accessible on Qwest’s website. In this context:</p> <ul style="list-style-type: none"> ➤ SGAT § 1.7.1 states, if a CLEC wishes to negotiate an amendment with different terms and conditions than defined in the current CLEC interconnection template agreement, Qwest will abide by the terms and conditions by executing an “Interim 	

Issue ID COIL # & SGAT	Description of Issue and Resolution	Status
	<p>Amendment.”</p> <p>➤ The Interim Amendment would terminate when the “Final Amendment” is approved by the Commission. And to the extent practicable, other terms and conditions contained in the final amendment will relate back to the interim amendment.</p> <p>At issue are: a) the relationship between the SGAT template and Interconnection Agreement, and b) need for formal approval of the SGAT amendments by the Commission.</p> <p>CLECs argue that, furthermore:</p> <p>➤ An Informal Amendment to the Interconnection Agreement, which would enable a CLEC to order a new product without a written Formal Amendment is “a piece of an Agreement, which has never been approved by the Commission.” De facto, it amends an existing Commission-approved Interconnection Agreement but is, itself, never submitted as an Formal Amendment for Commission approval.</p> <p>➤ “With Qwest product offerings coming out all of the time, CLECs would continue to get bogged down by this Amendment process. Going straight to the Commission for approval would be more comfortable to opt into.”</p> <p>Qwest contends that:</p> <p>➤ CMP should address most new product issues discussed in the Workshops.</p> <p>➤ When Qwest comes up with new products, they are offered first through the Interconnection Agreement (the template) with the expectation that at some point in time tariffed language will be prepared as part of the tariff. It will eventually also be offered it as part of the SGAT.</p> <p>➤ Qwest will proactively seek commission approval, either through the submission of a tariff with new products, or through the submission of an amendment to SGAT.</p> <p>➤ Periodically, Qwest will provide the Commission with a “batch report” of adoption, so the Commission would be apprised of how many CLECs were receiving new products.</p> <p>Qwest deems Amendments to existing contracts to be more appropriate than interim contracts. The mutual goals are to enable CLECs to start ordering new products as soon as possible, and to negotiate an amendment with terms necessary to effectuate the specific intent.</p> <p>Qwest subsequently sought to address CLECs' concerns by adding modifying SGAT §§ 1.7 and 1.7.1, and adding SGAT §§ 1.7.1.1 and 1.7.1.2. Under these modifications:</p> <p>➤ When Qwest files an amendment to the SGAT with the Commission, Qwest is to provide notice of such filing through the CMP.</p> <p>➤ Any amendment to the SGAT filed by Qwest will have no effect on the SGAT (either to withdraw or replace effective provisions or to add provisions) until approved by the Commission or going into effect by operation of law.</p> <p>➤ Upon CLEC execution, the currently effective SGAT is to become the Interconnection Agreement between the CLEC and Qwest, which can only be amended in writing.</p> <p>In addition, the Parties would be able to amend the SGAT under the following options:</p> <p>➤ If CLEC is prepared to accept Qwest’s terms and conditions for a new product, the CLEC is to execute a form Advice Adoption Letter, provided as SGAT Exhibit L. CLEC may begin ordering the new product pursuant to the terms of this Agreement as amended by the Advice Adoption Letter. (SGAT § 1.7.1.1) If the CLEC wishes to negotiate an amendment with different terms and conditions, an Interim Advice Adoption Letter, provided as SGAT Exhibit M, can be executed. Rates, other terms and conditions contained in the final amendment are to relate back to the date that the Interim Advice Adoption Letter was executed. (SGAT § 1.7.1.2)</p>	

Issue ID COIL # & SGAT	Description of Issue and Resolution	Status
	<p><u>Interim Pricing of Qwest's Products</u></p> <p>CLECs contend that Qwest's interim (unapproved) new product rates, terms and conditions should be “substantially similar to those rates already offered for similar products until new product rates are approved by the Commission,” thereby ensuring that essentially the same products are not merely being provided under a “new label.” Moreover, CLECs argues that the burden should be on Qwest to justify price differences in such cases.</p> <p>Qwest contends, to the contrary:</p> <ul style="list-style-type: none"> ➤ Cost should be established for the specific product being filed, not to tied to a “similar” product. Costs for the product are appropriately established based on cost studies, not by a comparison with other products. ➤ There would be contention as to what constitutes a “similar product”. ➤ Placing an onus on Qwest with a “burden of demonstrating that a price differential is justified” is inappropriate. Qwest has the already has a “burden of proof” under Commission rules with respect to its cost filings. As such, Qwest argues that it meets that burden as a matter of course, and should be able to go forward from that point. ➤ CLECs have the option of challenging or negotiating price, terms and condition when a problem is perceived, and it is not locked into the Qwest's prices if there were a disagreement. <p><i>(CO Tr. 6/20/01, pages 117-178, 8/21/01, pages 118-126; 8/21/01; AZ Tr. 5/30/01, pages 187-228; MuS Tr. 6/28/01, pages 29-33; 6/29/01, pages 31-48; WA Tr. 7/9/01, pages 03867-03870, 03870 -03871; 7/10/01, page 04111)</i></p>	
GT&C-6 (G-6) 9.20.5	<p>Modifications to SGAT § 9.20.5 to provide for “joint maintenance and repair” of unbundled packet switching.</p> <p>Qwest affirms that is to be solely responsible for maintenance and repair of unbundled packet switching. No CLEC involvement is anticipated other than on an exception basis.</p> <p><i>(CO Tr. 6/21/01, pages 40-41, 8/21/01, pages 27-28)</i></p>	Closed
GT&C-7 (G-7) 9.20.5	<p>Maintenance and Repair related to Operations Support Systems (OSS).</p> <p>Affirmed that maintenance and repair terms and conditions germane to unbundled packet switching processes are appropriately contained in SGAT § 12.</p> <p><i>(CO Tr., 6/21/01, page 40-41, 6/21/01, pages 27-28)</i></p>	Closed
GT&C-8 (G-8) 9.4.2.1.7 5.16.4 5.16.9 5.16.9.1 7.2.2.8.12 8.4.1.4.1 7.2.2.8.4	<p>Forecasting as to a) confidentiality, and b) use of forecast.</p> <p>Qwest has agreed that forecasting requirements are only to be associated with collocation and interconnection.</p> <p>a) CLEC seek assurance that forecasts are to be treated as proprietary information. At issue are terms in SGAT § 5.16.9, pertaining to general nondisclosure. References to confidentiality in SGAT §§ 7, 8, and 9 were stricken in deference to SGAT § 5.16.9 and made reciprocal.</p> <p>In that context, CLECs propose that:</p> <ul style="list-style-type: none"> ➤ The universe of Qwest persons who have access to forecast be limited to <u>only</u> network and growth planning personnel responsible for ensuring that Qwest's local network can meet wholesale customer demand. ➤ In no case shall the “network” and “growth planning” personnel with access to forecasts be involved in, or be responsible for either party's retail or marketing sales or strategic planning. <p>Qwest has concern regarding term “only,” contending that product management drives funding for capital requirements, and could potentially be included as part of its growth planning function. Qwest argues that as “product management” doesn't carry a “growth planning” title, this might be interpreted as being “inappropriate behavior” on the part of Qwest. Qwest argues that others “with a need to know” aggregate CLEC data (as distinct from individual CLEC data) include LIS account</p>	a) Closed

Issue ID COIL # & SGAT	Description of Issue and Resolution	Status
	<p>managers and collocation product managers. Qwest seeks to permit access to CLEC forecast data on a “need to know” basis.</p> <p>CLECs, in turn, want an exhaustive list of “who gets to see individual CLEC forecasts” and a definitive list of Qwest's functional groups that fall in the “need-to-know” category for individual CLEC forecasts.</p> <p>Qwest is unwilling to limit to whom the disclosure of the forecasts can be made, as “there may be legitimate reasons for Qwest employees not identified in such a list to become involved.”</p> <p>Agreement reached that, in addition to the limited agreed-upon universe of network and growth planning-type personnel, Qwest would make only make sensitive forecast information available after seeking express permission from the CLEC.</p>	
	<p>b) Whether or not Qwest should have the right to disclose aggregated CLEC forecast information.</p> <p>CLECs define restrictions as to disclosure of forecast data “in any form” to include data that is “aggregated, disaggregated, unattributed, or otherwise.” CLECs, express concern with disclosure of any of forecast data, “even in an aggregated, non-CLEC specific way,” as it may be possible to infer forecasts under some circumstances. CLECs argue that the requirement to provide forecasted information to Qwest is for the sole purpose of enabling Qwest to plan the network so that it is sufficient to meet the collective needs of both CLECs and Qwest -- and thereby to foster competition.</p> <p>Qwest counters that individual CLEC data is to be treated as “confidential” and protected accordingly, but aggregate CLEC data, needs to be factored into operating its business would be used in certain situations so long as individual CLEC proprietary information is effectively masked. Qwest cites regulatory filing requirements, whereby projected volumes are necessary to establish prices based on spreading cost of that product over the anticipated universe of users. Qwest also stated that aggregated data used in cost studies for new products could encompass both wholesale and retail products depending on the universe of prospective users. However, Qwest underscores the point that in no case would aggregate information be disclosed if such disclosure would, by its nature, reveal individual CLEC forecast information.</p> <p>CLECs contend, regardless, there is risk of misuse of confidential data if such confidential information were disclosed in aggregated form. Instead, CLECs want explicit understandings on how confidential data is to be held and maintained in confidence. CLECs argue that:</p> <ul style="list-style-type: none"> ➤ There is no reason for Qwest to have this data “other than for the legitimate business reason agreed to.” ➤ Qwest, would be “the only entity that would have all of the data.” No CLEC would have aggregated data encompassing all the other CLECs and Qwest. This would position Qwest as “the keeper of data” that no one else is privy to. As a result, CLECs would not be in a position to refute Qwest as to “data in the aggregate form” as a framework for comparison to determine whether statements were accurate. ➤ CLECs contend to protect information, there is a need to protect not only giving forecast data to Qwest, but also how Qwest uses the data. CLECs opine that Qwest has a legal obligation, from the trade-secret perspective, to “control use of that data from start to finish.” ➤ CLECs argue there is a threat of “individual CLEC harm.” Forecasts are “trade secrets” of CLEC corporations reflecting the CLECs’ fundamental plans and future strategy. CLECs submit that “when data gets aggregated -- depending upon how it gets aggregated -- it might not be too difficult to figure out whose data it is; and as the CLEC population starts to diminish, it's going to get easier and easier.” ➤ CLECs observe that the scope of disclosure needs to be precisely defined, and a 	b) Impasse

Issue ID COIL # & SGAT	Description of Issue and Resolution	Status
	<p>Commission audit could pose dilemma for Qwest. The Commission has statutory audit procedures with respect to Qwest. SGAT § 5.16.4 says: Unless otherwise agreed, the obligations of confidentiality and non-use set forth in the SGAT do not apply to such proprietary information as is required to be made public by the receiving party pursuant to applicable law or regulation, provided that the receiving party shall give sufficient notice of the requirement to the disclosing party, to enable the disclosing party to seek protective orders.</p> <p><i>(CO Tr. 6/20/01, pages 248-250, 8/21/01, pages 28-49; AZ Tr. 5/30/01, page 28; MuS Tr. 6/4/01, pages 34-35).</i></p>	
GT&C-9 (G-9)	<p>Broad SGAT Procedural Matters</p> <ol style="list-style-type: none"> 1) Conduct “notices” of preliminary off-line informal sessions 2) All parties report remaining issues 3) Qwest responds on how issues were handled 4) Parties conduct informal “get together” 5) Address residual issues cited various workshops <p>Procedural matters addressed in prior workshops</p> <p><i>(CO Tr. 6/20/01, pages 248-50, 8/21/01, page 50; AA 5/30/01, page 28; MuS 6/4/01, pages. 34-35)</i></p>	Closed
GT&C-10 (G-10) 5.9.1.1 5.9.1.2	<p>Whether or not Qwest indemnification of CLEC customer claims, as well as CLEC problem-solving costs, is appropriate.</p> <p>“Indemnification” addressed in SGAT §§ 5.9.11 and 5.9.2.2. In principle, Qwest does not agree with CLECs as to indemnification, and furthermore argues this should be addressed in another forum or docket.</p> <p>The scope of indemnification issues are segmented as follows:</p> <p>a) <u>“Acts or omissions” versus “breach or failure to perform”</u> - SGAT § 5.9.1.1 requires that each party indemnify the other for losses dealing with personal injury and property damage caused by breach of the relevant agreement. CLECs want to expand SGAT § 5.9.1.1 from indemnification as a result of a “breach or failure to perform under the Agreement” so as to include indemnification attributable to “acts or omissions.” CLECs argue indemnification limited to “breach or failure to perform” imposes stringent limits associated with “willful misconduct” affecting how an indemnified party will defend or will be defended by an indemnifying party. CLECs contend that, in practical terms, this leaves the CLEC without recourse if the cause is not “willful.” Qwest opposes inclusion of “acts or omissions” in principle, and for being unduly subjective and contentious.</p> <p>b) <u>Whether or not the service provider whose end-user makes the claim is responsible for indemnification (Deletion versus retention of SGAT § 5.9.1.2)</u> - CLECs argue that as resellers of Qwest’s services, Qwest should assume responsibility for indemnification of CLEC end-users as circumstances may warrant. Qwest contends that if an end-user is making a claim relating to his or her service, that the “provider of service” should assume primary responsibility -- a procedure grounded in traditional telecom practice. Specifically, the party whose end-user makes the claim is as a matter of course responsible for indemnification, since that party is positioned to address that issue in the context of their tariffs, and contracts that limit the liability to “the amount of the service.” Qwest observes the CLECs have the comparable provisions in their tariffs and contracts.</p> <p>c) <u>Whether or not Qwest should indemnify CLECs for payment made to end-use customers for failure to meet Commission ordered rules or fines.</u> - CLECs want Qwest to indemnify them against retail service quality penalties or Commission-imposed fines that must be paid to the retail customers or to the State Treasury as a result of failures in providing service that were attributable to Qwest (i.e., in</p>	<p>a) Impasse</p> <p>b) Impasse</p> <p>c) Impasse</p>

Issue ID COIL # & SGAT	Description of Issue and Resolution	Status
	<p>accordance with the Commission's Retail Quality Service Rules). Qwest argues that such issues should be handled in the PAP and not as indemnification language within the SGAT.</p> <p><i>(CO Tr. 6/20/01, pages 70, 72-73, 81-82, 89-105; 8/21/01, page 51; MuS Tr. 6/4/01, pages 80-6/29/01, pages. 76-77).</i></p>	
GT&C-11 (G-11) 9.6.1.1 9.6.4.1.3 BFR 17.0 17.2.1 to 17.2.8 SRP 9.11 9.23 Exhibit F	<p>Circumstances related to the Individual Case Basis (ICB) ordering process, the Bona Fide Request (BFR) process and the Special Request Process (SRP), in particular as to pricing and response intervals.</p> <p>CLECs believe these processes should be appropriately included in the framework of the SGAT. These processes include competitive pricing and backup documentation, time lines for responses to such requests, and assurance of non-discriminatory treatment vis-a-vis retail. Qwest has incorporated substantive changes, as denoted in SGAT § 17.0. This is addressed in four subparts that remain at impasse, predicated on discussions in other jurisdictions, and further enumerated in Colorado.</p> <p>a) Whether or not the existing BFR process is appropriate, as to what constitutes “substantially the same” BFR, enabling an abbreviated request submittal, together with Qwest’s providing notification of “substantially similar” BFRs to other CLECs in conjunction with a BFR request and related issues.</p> <p>➤ <u>Scale of BFR Process and Relationship to ICB</u> - In 2000, there were 13 BFRs in Colorado. A BFR is not available for retail customers; rather large retail customer requests are considered on ICB basis.</p> <p>➤ <u>Review Process</u> - Qwest states there is one BFR manager for all of the Company, who advises CLECs of BFR status on case-by-case basis. Qwest states that description of steps BFR manager takes in product evaluation is under development. A high-level flow chart of process is available.</p> <p>➤ <u>Substantially Similar Submittals</u> - CLECs seek that Qwest formalize the process for identifying and notifying CLEC that a “substantially similar BFR” exists. SGAT § 17.12 states that if a CLEC has submitted a BFR, subsequent requests or orders from that CLEC that are “substantially similar” it will not be subject to the BFR process. As such, if it has been determined that a BFR is unnecessary, Qwest would immediately refund any BFR-related processing fee that was submitted. Qwest states that it would take only several days after the submission of a BFR to determine that if BFR were substantially similar to a prior BFR. Accordingly, the CLEC would be notified and instructed as to how to proceed to order that request, and what the rate and what the intervals would be. The “burden of proof” as to whether BFR is substantially similar is in dispute.</p> <p>➤ <u>Feedback to CLECs</u> - CLECs propose that Qwest provide notice to all CLECs when a substantially similar BFR has been processed. In contrast, Qwest considers such requests by CLECs to be confidential and proprietary, contending, as such, general notification provided to the CLEC community is inappropriate. Qwest cites incidences when CLECs have explicitly requested that Qwest not disclose or provide such notice to CLECs in general. As a result, Qwest is not agreeable to general notification of CLECs when a request is being received. Qwest also perceives a conflict between specific CLEC Interconnection Agreement language, which states that “Qwest will treat CLEC information as confidential under all circumstances.” This is in contrast with provisions in the SGAT that tend to be more general and would allow Qwest, without identifying the CLEC or location, to provide notice that it had provided a product or a point of interconnection in a specified manner.</p> <p>➤ <u>Equitable Treatment</u> - CLECs contend there is no mechanism to ensure equitable BFR-related treatment by Qwest, and they are uncomfortable resting “the entire decision in Qwest’s hands.” For example, CLECs would want to know if a particular type of interconnection is available within their network, and that it can be obtained in an expedited manner without going through the BFR process. This would avoid</p>	a)Impasse

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	<p>payment of a fee, and waiting for a response to find out that the request is “substantially similar.” CLECs argue that if Qwest has provided a service for one particular CLEC, it has an obligation under the law to treat all CLECs in a nondiscriminatory fashion.</p> <p>➤ <u>Upgrading BFR to a “Product Category</u> - CLECs observe that evaluation of what is “substantially similar” entails 1) a technical description of the network element or ancillary service, 2) a desired interface specification, and 3) the type of interconnection or access that's requested. CLECs contend this is considered “product-type” information for enabling Qwest to construct the BFR. That, in turn, begs the question, why doesn't Qwest turn it into a BFR into a “product” after a BFR request? CLECs contend that Qwest “doesn't have a definitive way to turn something into a product, and there is no objective criteria for doing so.” CLECs submit that if the product were “technically feasible” within Qwest's network, it follows, within the framework of the Act, “a technically feasible type of interconnection” has been created, which is to be made available to all CLECs. CLECs contend the only way to disseminate BFR information is to create a “product” -- which is effectively the notification the CLECs are asking for. CLECs request that product-like cost support be provided if requested (Exhibits 6-Qwest-52, 53, and 54).</p> <p>➤ <u>Confidentiality</u> - A consensus among the CLECs was reached (among those present in the Colorado Workshop 6) regarding waiving confidentiality in terms of the “BFR product” itself. If something is technically feasible and Qwest has implemented it in its network, CLECs argue it must, in accordance with FCC mandates, be made available to “everybody.” CLEC argue that even if a particular type of new interconnection were not yet a “product” per se, notification would enable the CLECs to determine whether a desired capability <u>is</u> or <u>is not</u> available, and act accordingly.</p>	
	<p>b) Whether or not Qwest should establish explicit criteria for converting BFRs to standard product offerings for inclusion in the SGAT.</p> <p>CLECs contend Qwest should commit to making a BFR capability a “standard product offering” after some specific number of BFR requests have been received. CLECs express concern that “without objective criteria, there is no means of evaluating whether products should be made available, as distinct having a succession of BFRs.” As such, CLECs contend once a BFR has been ordered several times, it should trigger a “product” creation. CLECs claim they are “in the dark” without being apprised of what the characteristics of the previous BFR were.</p> <p>Qwest acknowledges that there are times when it would clearly make sense to “productize” BFRs -- or create a new standard product offering to be available via the SGAT. However, Qwest disagrees with the notion of an “arbitrary or predetermined number” as a commitment “trigger point.” Qwest contends the decision to create a formal “product offering” should be predicated on Qwest's extensive experience and qualitative judgment. Applying a “hard and fast number,” without consideration of the type of BFR or lack of information as to whether future additional demand would materialize, could misdirect resources towards efforts that might not benefit CLECs in general. Developing a standard product offering would require resources for detailed methods and procedures, formalized product development, documentation, and assurance of systems compatibility and integration. CLECs agree that it is appropriate “to continue to leave the ultimate decision in Qwest's hands.” However, CLECs counter that they want sufficient information to request “productization” with inputs from technical staff who need to appreciate the characteristics of previous requests.</p> <p>Qwest agrees to proceed on expedited basis if BFR coordination is sought, per SGAT § 17.2.</p>	b)Impasse

Issue ID COIL # & SGAT	Description of Issue and Resolution	Status
	<p>c) Whether or not expansion of the scope of the Special Request Process (SRP) beyond UNE and UNE combinations is warranted, and consistency of time frames among those cited in SGAT §§ 17.3 through 17.8.</p> <p>Qwest has agreed to accommodate certain CLEC requests related to UNE and UNE combinations on an expedited basis, referred to as an SRP (enumerated in Exhibit F, paragraphs 1A through 1D). This is distinct from the BFR process, which includes a technical feasibility analysis. CLECs argue that the SRP should be expanded to include interconnection, collocation, and all other obligations that Qwest must meet if a “standard product” has not been provided. CLECs seek a generic statement that that “SRP applies to all elements that are not available.”</p> <p>Qwest contends that it is inappropriate to expand the scope of SRP within the framework of GT&C, which is intended to address “structural and procedural concerns and process matters.” SRP was intended as a good faith “gesture on Qwest's part” to accommodate the CLECs and should not be expanded to areas that had not been explicitly addressed in appropriate Workshop forums.</p> <p>Qwest agrees to provide cost data within seven days of a CLEC request -- whether for a BFR, SRP or individual case basis (ICB) -- although the SRP process interval is 15 days. Qwest stipulates time frames have been shortened relative to CLEC Interconnection Agreements.</p> <p>d) Whether or not the methodology for establishing BFR rates is appropriate. CLECs contend that TELRIC requirements prevail and want an explicit statement that all rates will be TELRIC-based.</p> <p>Qwest argues that the appropriate guiding principle should be “compliance with the Act” in terms of its pricing obligations – “without getting into specific methodologies that a commission may want to use.” Qwest observes that stating that “services will be priced in accordance with the act,” is not synonymous with committing to use of TELRIC as there is a Federal Court appeal on the TELRIC issue, and some services are not necessarily TELRIC-based. At issue is how a “BFR” vis-à-vis a “substantially similar BFR” would be treated. Qwest reiterates that a “substantially similar BFR” results in a refund of BFR costs, per SGAT § 17.12. Qwest agrees to add statement: “and any BFR application fee will be immediately refunded.” <i>(CO Tr. 8/21/01, a: pages 54-80, b: pages 82-87, c: pages 88-95, d: page 104; AZ Tr. 6/13/01, pages 641-847; MuS Tr. 6/26/01, pages 98-153, 6/29/01, page 77).</i></p>	<p>c) Impasse</p> <p>d) Impasse</p>
GT&C-12 (G-12) BFR, 17.0	Need to distinguish among SRP, BFR and ICB. Subsumed in G-11 as to issues related to BFR process and SRPAGE Definition of ICB process to be addressed in G-27.	Closed
GT&C-13 (G-13) 8.1.1.6	Qwest documents issued to employees that CLEC contend are inconsistent with SGAT. Considered within framework of G-25	Closed
GT&C-14 (G-14) 7.4.7	Intervals for provision of LIS trunks as to process of notification of CLECs and basis for establishing a parity interval. Process by which intervals are established and the means of establishing parity for PAP measurement is deferred to CMP.	Closed
GT&C-15 (G-15) 5.18, 11 7.2.2.8.6.6	Clarification of items in Exhibit F, Qwest-3 and pro rata calculation in SGAT § 7.2.2.8.6.1. Forecast issue, resolved in other forums or briefed in other Workshops.	Closed
GT&C-16 (G-16) 7.2.2.8.6	Trunk forecast provided to CLECs prior to the joint planning meeting. Currently Qwest does not provide trunk forecast data to CLECs, nor do CLECs provide such forecasts. Forecast issue, resolved in other forums or briefed in other Workshops.	Closed

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GT&C-17 (G-17) 7.2.2.8.2 7.2.2.6.6.1	Feedback from Joint Planning Meeting on agreed to forecasts. Feedback to be provided to CLECs within three weeks of meeting, including Qwest's lowered CLEC forecast. Forecast issue, per se, resolved in other forums or briefed in other Workshops.	Closed
GT&C-18 (G-18)	Whether or not the charges contemplated for quarterly Joint Planning Collocation Meeting is appropriate. Amount of charge deferred to cost docket. Aside, Qwest agrees to provide "readily available information" to CLEC prior to joint planning sessions, but will not to prepare additional information expressly for joint planning purposes. Forecast issue, resolved in other forums or briefed in other workshops.	Closed
GT&C-19 (G-19) 12.2.9.3.1 12.2.9.4.1 12.2.9.3.3 12.2.9.3.4	Test bed requirement and need to update test bed platform to accommodate most current software Release. CLECs want to test its own systems, utilizing Qwest-provided test bed. Qwest addressed CLECs' concern in SGAT § 12.2.9.2 in context of OSS-19 and OSS-20.	Closed
GT&C-20 (G-20) 9.1.12 Exhibit D	Identification of specific circumstances under which "Miscellaneous Charges" will apply, and that any rates be just and reasonable. Consensus reached on context of Miscellaneous Charges in other forums. Precise definition of Miscellaneous charges provided in G-27.	Closed
GT&C-21 (G-21) 4.23(a), 9.2.2.3.1 17, 17.2, 17.4, 17.6, 17.8, 17.12	BFR (Bona Fide Request), SRP (Special Request Process) and ICB (Individual Case Basis) Processes CLECs propose language changes to SGAT § 17. Addressed in context of G-11.	Closed
GT&C-22 (G-22) 1.1 – 1.8 1.8.1 22	Clarification as to adoption of "SGAT or portions thereof." Issue as to circumstances surrounding ability to pick and choose sections from other contracts that may be imported, and companion sections to make the amendment "whole" as to: a) the "term of expiration" in the context of the current contract; and b) "legitimately related provisions" of the other contract. a) Whether or not the term "Termination Date" should be linked to the SGAT or to the contract underlying the imported section. Qwest contends the termination date of an imported agreement is governed by the terms of that agreement. Qwest cites 47-CFR-51.809(C) that allows the Company discretion to stop offering a service or the product. FCC's "Footnote 25" to that CFR states, "In such circumstances, the carrier opting into an existing agreement takes all of the terms and conditions of that agreement or portions of the agreement, including the original expiration date." Qwest argues that without such a provision, the lives of obsolete or unprofitable products and services could be extended for the term of the new agreement, perhaps in perpetuity under some circumstances. CLECs counter that the term of the agreement should be placed in the context of the new agreement, and they are not asking Qwest to offer products and services in perpetuity. Rather, according to the FCC, "contracts have to be offered for reasonable periods of time when products and services are still available." CLECs argue, to the extent that a contract "in full force and effect" is being opted into, "products and services in the contract are still being offered." As such, Qwest cannot prematurely "sunset" that provision based on what limited time is left for the existing CLEC in the original contract. CLECs assert that Qwest is placing the burden on CLECs to have provisions in their contracts expiring at different times, which, from a business perspective, is enormously impractical as a result of evoking pick and choose mechanisms to expedite adoption of selected contract provisions.	a) Impasse

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	<p>b) Qwest’s compliance with the law with respect to identification of specific provisions as being “legitimately related to other provisions” that a CLEC seeks to adopt, pursuant to § 252-I of the Act.</p> <p>SGAT § 1.8.1 states that, when opting into a provision of another contract, Qwest may require a CLEC to accept legitimately related provisions to ensure that the provision retains the context set forth when imported into the SGAT. (In that context, the Colorado PUC has adopted rules that provide for expedited approval of amendments to contracts that are pick and choose, and explicitly spell out what sections of imported contract apply to that provision.)</p> <p>Qwest contends if there is a dispute as to what those other “legitimately related provisions” are, the matter can handle through the “dispute resolution” process.</p> <p>CLECs agree with the SGAT language, per se. However, CLECs, contend that in practice, Qwest’s “interpretation of SGAT” and “conduct” is in conflict with the law. According to the CLECs, what Qwest defines as “legitimately related terms” is more expansive than what CLECs deem is appropriate, and inconsistent with what the FCC defines as “appropriate conduct.” CLECs assert that this is a form of obfuscation, and is therefore not in compliance with the law.</p>	b) Impasse
GT&C-23 (G-23) 2.1 2.2 2.3	<p>Whether or not tariffs or changes in regulation unduly impact interpretation and construction of the prevailing SGAT; and ramifications when the SGAT is adopted in lieu of entering into an individual Interconnection Agreement.</p> <p>At issue are potential conflicts between a newly adopted tariff or regulation and the SGAT, which prevails in such situation, in the context of “change in law” provisions implicit in adoption of the tariff (SGAT § 2.2), and any disparities created among SGAT provisions (SGAT § 2.3).</p> <p>CLECs contend that Qwest can make a unilateral change to a tariff that would, through changes to SGAT, in effect, amend the Interconnection Agreement in a unilateral fashion. A “tariff change” is perceived as a “change in law, rule regulation or interpretation” that would materially change the SGAT vis-a-vis “change in law” provisions. CLECs want to eliminate reference to “tariff” in SGAT § 2.1, as change in a tariff is not deemed to have the “moment” of a rule or regulation mandated by State statute or a regulatory body.</p> <p>Qwest counters that adoption of the CLEC position would “freeze the document in time.” And when the Colorado Commission promulgate new rules, the SGAT would effectively operate under the previous set of rules and not the rules that would then be in force. Qwest emphasizes that a “tariff” requires Commission approval. To the extent that Qwest changes its tariffed rates on products and services, the resale discount is predicated on the prevailing retail rate -- not what was in effect when the SGAT was initially opted into. Qwest argues, therefore, that linking the Agreement to prevailing Colorado rules, regulations, and tariffs is appropriate. Qwest opines that:</p> <ul style="list-style-type: none"> ➤ SGAT § 2.2 addresses the issue of “being in compliance with the existing state of the law, rules, and regulations and interpretations thereof.” ➤ SGAT § 2.1 is intended to make the SGAT a “living document,” in terms of the current technical references, technical publications, tariffs, technical standards, with appropriate caveats as to parties rights under the Agreement. <p>Moreover, wholesale products normally available to CLECs, in Colorado are handled through a “tariffing” process, so CLEC products and services that are offered under the SGAT are, as a matter of course, covered by tariffs approved by the Colorado Commission.</p> <p>CLECs argue that the primary stumbling block is that the SGAT is a “Contract” and they “ought to have a right to rely on these contracts.” CLECs argue that Qwest should not be able to “make changes by means of those things that go into effect by operation of time, rather than anything else” (e.g., Interconnection and Collocation</p>	Impasse

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	<p>tariffs) and thereby amend prevailing Interconnection Agreements in one fell swoop. Rather, CLECs contend, if Qwest wants to change a provision in a contracting clause, under the States' own Case Law on contracts, "it needs to come to the CLECs" and say, "We need to modify this agreement."</p> <p>Furthermore, the terms of SGAT § 2.2 stipulate that "in the event of a change in the law, rule, regulation or interpretation thereof that would <u>materially</u> change this Agreement, the process to amend the Agreement for the change in law, shall prevail." The "sticking point" in that context is, what constitutes "material" versus "immaterial." CLECs observe, "to add to the confusion, SGAT amendments go through CMP, which may be, to some degree, contrary to other processes that are contemplated in the SGAT."</p>	
GT&C-24 (G-24) 2.2 2.1 2.2	<p>Whether or not the means of updating the SGAT to incorporate "changes in law" is suitable.</p> <p>The process for updating the SGAT to accommodate "changes in law" is provided in SGAT § 2.2. Qwest contends that a "time-constrained procedure" is needed to expedite SGAT modifications, which could otherwise "drag on interminably" if the parties cannot agree on interpretation of the changes in law. Qwest proposes a negotiation period not to exceed 60 days, after which the dispute resolution process would be evoked (per SGAT § 5.18). Initially, the parties would continue to meet their obligations in accordance with the terms and conditions of the existing Agreement until an interim operating agreement would be implemented.</p> <p>CLECs counter that the prevailing contract terms should apply during the pendency of any negotiation for an amendment or dispute resolution, pursuant to SGAT § 2.2. CLECs argue "that it does not make sense to require the parties to arbitrate several agreements when only a single contract change related to a particular dispute may be involved -- and there is an existing contract under which the parties can operate until the dispute is resolved." Moreover, CLECs contend an interim operating agreement concept would be administratively burdensome and unnecessarily complex.</p> <p>The parties agree that any form of amendment would be retroactive to the "effective date" of the legally binding change or modification of the existing rules. CLECs submit that if the parties choose to continue operating under the existing agreement, and subsequently the issue were adjudicated in favor of Qwest, any adjustment would be provided as of the date of the rule change, not the date of the filing or resolution by the arbiter. Apart from the core issue, CLECs assert that Qwest has the means of expediting resolution during a much shorter period than the proposed 60 days.</p>	Impasse
GT&C-25 (G-25) 2.3 2.1 2.2	<p>Whether or not adequate means of resolving conflicts between the SGAT and other Qwest documents have been established; especially changes that have may or may not have gone through CMP, which abridge or expand CLEC rights under the agreement.</p> <p>SGAT § 2.3 provides that, "in cases of conflict between Qwest's PCAT, methods and procedures, technical publications, or product notifications that pertain to offerings in this SGAT, the rates, terms and conditions of this SGAT shall prevail." However, there are circumstances where other factors may cause terms under the SGAT to be abridged or expanded, such as a Commission order, which, by its terms, supersedes a provision in the SGAT. At issue is the process for interpretation and clarification of the SGAT in certain contexts which include:</p> <p>➤ <u>Circumspect modification of an existing contract</u> - CLECs express concern that the SGAT, as a contract, per se, may be modified in ways that have not been foreseen within the existing framework. CLECs want to ascertain that the SGAT is the controlling document and that Qwest cannot, indirectly or directly, modify another document and therefore, circumspectly, impact the rights of a CLECs. CLECs want to incorporate the "catch all" phraseology, "If the CLEC believes, in good faith the</p>	Impasse

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	<p>related document abridges or expands the rights or obligations of either party ...” Qwest argues that this would be highly subjective and invites controversy.</p> <p>➤ <u>Existing framework for resolving conflicts</u> – Parties agree that if sections of the SGAT are inadvertently in conflict, or if any plan is approved that creates a conflict within the SGAT, then the Commission would resolve the conflict. In case a conflict is created within the SGAT then the SGAT's original provisions would prevail -- at least until the dispute is resolved. This would preclude a unilateral change in one part of the SGAT that triggers revisions to other sections of the SGAT.</p> <p>➤ <u>Changes that don’t flow through CMP</u> - Qwest cites the examples such as an industry standard that was not developed by Qwest or the CLECs but is something that's “out there” for consideration, or a Qwest tariff has not be run through the CMPAGE. The parties agree that these changes could either be incorporated by consensus or legitimately disputed.</p> <p>➤ <u>Changes that flow through CMP</u> - At issue is whether changes that have gone through CMP automatically amend SGAT-related Interconnection Agreements, or whether the change still may be addressed through the dispute resolution process. CLECs contend that even if a change has gone through CMP, there may be a dispute as to whether it abridges or expands CLEC rights under the SGAT. As such, CLEC want to delete the phrase “and that change has not gone through CMP.”</p> <p>➤ <u>Reciprocity</u> - There is agreement as to reciprocity, so that CLECs and Qwest each may bring matters to dispute resolution under SGAT § 2.3.1.</p>	
GT&C-26 (G-26) 3, 3.2.1	<p>Procedures associated with CLECs filling out a Qwest questionnaire. Confusion as to version of the questionnaire and portions of to be filled out. Resolved in Exhibit 6-Qwest-60.</p>	Closed
GT&C-27 (G-27) 4	<p>Consensus on SGAT Definitions (included in SGAT § 4). All definitions in SGAT § 4 are reconciled amongst the parties, save the term “legitimately related.” When opting into an SGAT provision, Qwest may require CLEC to accept legitimately related provisions to ensure that the provision retains the context set forth in the SGAT.</p> <p>Qwest contends the definition should encompass rates, terms, and conditions that, when taken together, are those that are necessary for establishing a suitable business relationship between the parties (e.g., as to a particular interconnection service element). These exclude “general terms and conditions” to the extent that they are contained in CLEC Interconnection Agreements. Qwest would bear the burden of establishing that an SGAT provision is legitimately related.</p> <p>CLECs counter that there is no explicit definition of “legitimately related” in the FCC's rules; but there are, however, citations to this term made by the FCC during the course of discussions in the its Orders. CLEC’s want those discussions to “live with respect to the SGAT” and not be narrowed or constrained in any way by a “static definition.” CLECs would be content to have “legitimately related” refer to the interpretation given it by the FCC in specific contexts. CLECs contend imputing a definition from the FCC's wide-ranging discussions has the potential for overlooking important considerations in such contexts. As such, CLECs want to deal with “legitimately related” issues on a case-by-case basis as disagreements arise, contending the “application of the law” is needed to resolve a particular dispute, rather than the application of a “definition” that constrains interpretation of the law.</p>	Impasse
GT&C-28 (G-28) 5.1.1	<p>Deletion of SGAT § 5.1.1 as to “Implementation Schedule” consistent with removal from SGAT § 3. Agreement to strike the SGAT § 5.1.1 as there is no longer an Implementation Schedule, per se.</p>	Closed
GT&C-29 (G-29) 5.1.3	<p>Handling of “service impairment,” including means of notifying customer that imminent disconnection of service could ensue; and process for assessing degree of severity and appropriate response.</p>	Closed

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5.18.2 8.2.3.9 8.2.3.10 12.3.3.1	<p>SGAT § 5.18 addresses the situation where a Qwest network impairment affects a CLEC’s end-user customer’s service and discontinuance of service is necessary until the problem is resolved. CLECs observe that SGAT does not expressly address “notification by Companies to their customers” in such situations. To wit:</p> <ul style="list-style-type: none"> ➤ Such an impairment could pose an immediate threat to safety of either Qwest or CLEC employees; cause interference with the performance of either party’s service obligations; or pose an immediate threat to the physical integrity of the other party’s facilities. ➤ Urgency of action could be necessary to limit harm as to personnel safety, performance of service obligations, or impairment of the other parties network. ➤ To the extent the impairment impacts the network, many customers may be affected. <p>Agreement reached to expand SGAT § 5.18 in order to delineate the Qwest/CLEC business relationship when impairment is encountered, and the appropriate response. Agreed to guidelines are as follows:</p> <ul style="list-style-type: none"> ➤ If impairment poses an immediate threat to the safety of either party’s employees, interference with other services, etc., then either party may discontinue that specific service. ➤ Appropriate separation of service-impacting and non-service-impacting impairments. A third category as to non-threatening service-impacting impairments may be appropriate. Service-impacting impairment notification is to be expedited via e-mail. ➤ Non-service-impairment appears to be limited to “invasion of privacy” and to be handled through written notification. ➤ Each carrier is responsible to notify respective end-user customers of any service impacting changes that might occur as soon as circumstances become known. Notice is to be “immediate” or timely. CLEC cessation of activity may be necessary to enable service to be reestablished. ➤ SGAT is to make clear that only the specific services affected by impairment would be discontinued. ➤ Colorado rules for discontinuance of service are to be considered. Requires immediate cessation of service if there is a potential of harm. SGAT § 5.18.2 makes dispute resolution a mandatory process, to commence at request of either party. Injunctive relief is available and may be evoked to have service reconnected. Other appropriate actions are not precluded. ➤ An expedited dispute resolution process is to be addressed for resolving differences of opinion between CLECs and Qwest. The party serving notice to explain basis for action and enunciate specific cause of concern. ➤ More specificity is needed as to perceived “thresholds,” along with “cure period” for CLECs to address issue. <p>Qwest may perceive that service impairment creates a systemic problem on the network, in which case the specific type of generic connection may be restricted or denied until the problem resolved. CLECs express concern about possibility of “over-reaching.” Justification for “expanding findings” related to a specific situation into a “generic problem” warrants justification and proper notification.</p> <p>Issue of an “escalation process” for accelerated or expedited dispute resolution process is raised in this context. Currently requires Qwest VP level involvement. CLECs contend process is too time-consuming and therefore inadequate.</p> <p>SGAT §§ 8.2.3.9 and 8.2.3.10 authorizes Qwest to take such action as necessary to resolve impairment at other parties expense if necessary. CLECs want reciprocity. Qwest has addressed CLECs concerns by revising § 5.1.3 accordingly.</p>	

Issue ID COIL # & SGAT	Description of Issue and Resolution	Status
GT&C-30 (G-30) 5.2 5.2.2	<p>Standard term of SGAT Agreement, and framework for entering into follow-on Agreements.</p> <p>a) Qwest's preference is for a two-year SGAT term. CLECs prefer that the Agreement expire three years from the "Effective Date." Upon expiration of the term of the Agreement, the Agreement would then continue in force until terminated by either party on 160 days notice to the other party.</p> <p>b) Whether or not Qwest can initiate negotiations for a new SGAT and the means of doing so.</p> <p>CLECs contend that that Qwest does not have the right to initiate negotiations for a new Agreement, and that the prevailing SGAT should continue in full force and effect until replaced by a contract that has been approved by the Commission. The Agreements would be predicated on the parties "acting in good faith" and entering into negotiations within one year prior to the expiration of the contract date. CLECs submit that the existing contracts provide a framework for good-faith requirements that address and mitigate Qwest's concern about a CLEC "just sitting there forever". Qwest argues that an Agreement of such moment cannot ride on statements of "good faith", and contends that the contract should have a definite expiration date. Qwest expresses concern that if the parties can't agree that "the clock is to start upon request," the contract could go on in perpetuity or until such time as a CLEC requested arbitration. Under such circumstances, Qwest would prefer to let the contract expire at the end of three year period, whereupon the parties would negotiate a follow-on agreement.</p> <p>Both of these issues were resolved after the completion of the Workshop by consensus agreement for language in SGAT § 5.2 et seq..</p>	<p>a) Closed</p> <p>b) Closed</p>
GT&C-31 (G-31) 5.1.1 5.2 5.2.5.5 5.4 5.4.2 5.4.3 5.4.4.1 5.4.4.2 5.4.5 5.4.6 5.8.1.1 to 5.8.1.7 5.8.2.2 5.8.3.2 5.9.1.1 to 4	<p>Appropriate payment arrangements be between the parties.</p> <p>CLEC express concern over various payment, credits and dispute resolution procedures.</p> <p>Qwest represents that the "Payments" section, SGAT § 5.4 has made a number of accommodations and additions that incorporate input from CLECs. These include:</p> <ul style="list-style-type: none"> ➤ Language reciprocity ➤ Limiting applications addressed in SGAT § 5.4 only to charges that are not disputed ➤ Rights to seek additional remedies (SGAT § 5.4.2) ➤ Means of addressing nonpayment of undisputed charges (if there is not a dispute involved and the parties don't pay their bills) <p>Circumstance involving three parties in an exchange -- with Qwest providing service to the CLEC, and the CLEC providing service to the end-user -- were addressed. Specific issues are enumerated below:</p> <ul style="list-style-type: none"> ➤ <u>Relationship between cost causality and responsibility for cost of repair</u> - CLECs argue that Qwest could have the ability to charge a CLEC for correcting a problem that the CLEC may have had no involvement in whatsoever (e.g., charges to a CLEC for replacement of a NID damaged by an end user or other CLEC in a multi-tenant environment.) ➤ <u>Informal versus formal dispute resolution</u> – Recognizing that there is a need to differentiate between informal and formal dispute resolution processes, to expedite resolution. CLECs contend there are a number of ways of resolving disputes without incurring the cost associated with a "formal process." SGAT § 5.4.4.12, states that parties "are to work in good faith in an effort to resolve and settle the dispute through informal means prior to initiating any other rights or remedies." ➤ <u>Time frame to respond to billing disputes between CLEC and Qwest</u> – CLECs contend that the inherent complexity of bill review process and need to verify credits related to PAPs, imposes significant burden on limited resources of small CLECs. 	<p>Closed</p>

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	<p>CLECs recommend that SGAT §§ 5.4.4 or 5.4.4.3 affirmatively state that if a party fails to dispute a bill within the 45-day period (set forth in SGAT § 5.4.4.), the parties may dispute bill amounts at a later time through a formal process, an audit process, or a dispute resolution process.</p> <p>➤ <u>Clarification of inclusion of term “relevant service”</u> – Qwest states that relevant service means the specific service for which a bill isn't paid. To the extent that an unpaid bill goes unpaid, the associated “disconnect” affects only the service for which the unpaid bill applies. (Included at the behest of the CLECs to address concern that unrelated services are not be disconnected as a result of a dispute).</p> <p>➤ <u>Disputed charges and any applicable late charges</u> - At issue is the appropriate interest rate. The Commission in Colorado has defined two different rates:</p> <ul style="list-style-type: none"> • The interest on deposits is treated almost like “cash” as part of the capital structure, and determined to be just and reasonable compensation for customers leaving their money with a utility. • A “late charge” has a much higher interest rate as a motivation for the payer to meet commitment without being unduly burdensome. <p>➤ <u>Refunds to CLEC</u> - SGAT § 5.4.4.2 states that “If a party pays the disputed charges and the dispute is resolved in favor of the disputing party, the billing party shall credit the disputing party's bill.” CLECs want a cash refund, as distinct from a credit payment. A dispute to this effect was purportedly found in a CLEC's favor.</p> <p>➤ <u>Ramifications of possible detariffing</u> - Currently the relationship between the end-user and the provider of service is a defacto contract by virtue of the tariff. If the tariffing process were removed Qwest observes that there would have to be an arrangement whereby the end-user enters into a formal service contract.</p> <p>SGAT § 5.4 and related subsections were modified in other forums to address issues to satisfaction of the Parties. Terms were made reciprocal; processes were limited to charges that are in dispute; timeframes to respond to the disputes were established; and applicable late charges were delineated. Agreement was reached on payment of interest on moneys refunded through the dispute resolution process; the term “repeatedly delinquent” was defined as “payment received 30 days or more after due date;” the term “due date” was qualified as “payment due date”; other terms and conditions relevant to services were clarified; additional remedies available to parties were cited; timeframe was linked to the “term of agreement” as distinct from a specific span of time.</p>	
GT&C-32 (G-32) 5.5	<p>Responsibilities related to taxes.</p> <p>Obligations for taxes were enumerated. Reciprocal agreement was reached to “cooperate in the event of a tax audit by some taxing authority.”</p>	Closed
GT&C-33 (G-33) 5.6.2 5.6.1.3	<p>Enumeration of insurance requirements.</p> <p>Insurance requirements were made reciprocal; scope of insurance was limited to operations for which party has assumed legal responsibility within SGAT; a framework for self-insurance was provided; agreement was reached that certificates of insurance would only be made available upon request; special considerations were cited as to corporations with “substantial assets” with respect to utilization of an affiliated “captive insurance company”; the term “business” was substituted for “comprehensive” as to automobile liability insurance (SGAT § 5.6.1); the term “exclusion of liability for loss of profit or business revenues for service interruption” was eliminated (SGAT § 5.6.1.5).</p>	Closed

Issue ID COIL # & SGAT	Description of Issue and Resolution	Status
GT&C-34 (G-34) 5.7	Clarification of acts of Force Majeure. Deleted “equipment failure.” Added, inability to secure products or services due to circumstances beyond the Party’s control and without Party’s fault or negligence.	Closed
GT&C-35 (G-35) 5.8	Assessment of matters related to liability. a) Limitations on liability. Qwest submits that a “contractual relationship” should explicitly spell out the limitations of liability so as to clearly delineate both parties' responsibilities for acts and actions contingent on the business relationship between Qwest and the CLECs, not the end-user. Qwest cites the example of a stock broker's telephone being out of service, affirming that “it would be unreasonable to enter into a business relationship that would expose the company to losses associated with stock transactions because of an inability put in a sell or buy order.” Qwest asserts that “No party would enter into a business relationship with that kind of exposure.” Qwest contends that “normal commercial practice” is to enter into the business based upon some limitation of liability arrangement. As such, Qwest asserts that limits on liability associated with performing a service or function under contract should be limited to the price of the service or function, which Qwest stipulates is a “standard practice in the telecommunications industry.” For other types of liability, apart from the offering of the service (e.g., damage to equipment caused by another company’s installer) liability is limited to the ‘total amount charged under the Interconnection Agreement in any given year.’ Qwest imposes no limitations on liability attributable to “willful misconduct by Qwest.” CLECs contend Qwest’s position is inconsistent with a “competitive market model,” but, rather, has the vestiges of a “monopoly market model” which is no longer apropos. CLECs argue that “limitation of liability to the price of the service or function or total amount charged to the CLEC during the contract year” bears no relationship to the damage that a CLEC might incur for non performance on the part of Qwest. As such, CLECs seek the ability for either party to recover “direct damages” from the other, with limits imposed only with respect to indirect, incidental, consequential, or special damages. CLECs would eliminate a “dollar cap” associated with direct damages. CLEC want to expand “willful misconduct” to “willful or intentional misconduct” including the concept of “gross negligence.” CLECs also argue that damages should not be limited for bodily injury, death, or damage to tangible real or tangible personal property.	a) Impasse
	b) Circumstances whereby CLEC failure to perform is attributable to Qwest, and CLEC’s payment penalties (predicated on the State’s rules) exceeds Qwest’s exposure (e.g., limited to “cost of service”). CLECs conjecture as to a “mismatch” between 1) their own exposure in the event of performance penalties imposed by the Colorado PUC due to poor service quality, and 2) the amount of damages recoverable from Qwest if the incurred penalties were attributable to problems associated with Qwest’s network. CLEC argue that under arrangement proposed by Qwest, the CLEC would only receive up to the “price of service,” which may be insufficient to cover penalties under State service quality rules. Under such a dichotomy, CLECs want full compensation for incurred penalties upon demonstration of Qwest’s culpability. Conversely, Qwest contends that lifting limits of liability on a case-by-case basis for problematic, “special situations” is unwarranted.	b) Impasse
	c) Coupling of the PAP and liability issues when service quality rules or other regulatory requirements are entailed. CLECs are confused as to whether the PAP would be an exclusive remedy or not. Qwest stipulates that “limitation of liability” would not impinge on outcomes of the	c) Impasse

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	PAP or affect any penalties associated with the PAGE. However, CLECs are concerned that remedies prescribed in the PAP may somehow preempt or preclude other means to redress liabilities.	
	<p>d) Possible conflict between the “Fraud Section” of the Limitation of Liability section and the “revenue protection” language of the SGAT.</p> <p>Matters pertain to third party perpetration of fraud against a CLEC, made possible because of an act or omission by Qwest (and visa versa). Qwest contends it is appropriate to have a “fraud provision” in the Limitation of Liability section to assign responsibility for dealing with any service-related fraud. Qwest argues that, by contrast, fraud citations in the “Network Security” section only address making Qwest’s fraud protection devices on its network available to CLECs.</p> <p>CLECs contend that a “Fraud” section embedded in a standard “Limitation of Liability” section is misplaced and, as such, should be struck. At the least, a Fraud section should be dealt with more comprehensively elsewhere. CLECs also express concern that there are subtending issues as to resolution of possible conflicts between Limitations of Liability (SGAT § 5.8.6) and Network Security (SGAT § 11.34) sections as well as “Fraud” section within disparate CLEC Interconnection Agreements. The parties subsequently resolved issue G-35d by consensus and § 5.8.6 was deleted from the SGAT.</p>	<p>d) Closed</p> <p>Both of these issues were resolved after the completion of the Workshop by consensus agreement for language in SGAT § 5.2 et seq..</p>
GT&C-36 (G-36) 5.10, 5.10.2 5.10.3 5.10.3.1 5.10.3.2 5.10.7 5.10.8	<p>Protection and sharing of “Intellectual Property.”</p> <p>Agreement to exclude “intellectual property” from traditional “dispute resolution” as this is deemed to be a unique and specialized area of expertise. Parties agreed to explicitly identify trade secrets. Changes made to indemnity associated with patent infringement and agreement reached on addressing situation where the indemnified party is not able to obtain patent rights. Intellectual property terms are made reciprocal.</p>	Closed
GT&C-37 (G-37) 5.11	<p>Coverage of warranties provided in other parts of the SGAT.</p> <p>Concurrence that unless, as expressly set forth in the SGAT, all products and services provided hereunder are provided “as is,” with all faults. Agreement that “there does not exist any warranty, nor has either Party made any other warranty, express or implied, as to merchantability and fitness for any particular purpose.”</p>	Closed
GT&C-38 (G-38) 5.12	<p>Whether or not CLECs may impose conditions on Qwest when it seeking to assign or sell assets or exchanges.</p> <p>a) <u>Assignment</u> – Agreement that either Party could assign or transfer the SGAT Agreement to a corporate affiliate or an entity under its common control without the consent of the other Party, provided that the assignor guarantees the performance of the Agreement by such an assignee.</p> <p>b-1) <u>Sale of Assets or Exchanges to a Third Party</u> - CLECs argue that sale or transfer of Exchanges to a third party is a defacto means of breaking the SGAT Agreement. CLECs contend they may suffer financial harm from such a transaction, and should have recourse in mitigating or recovering financial damages. CLECs cite the example of a transfer of Exchanges that would necessitate a change in Qwest’s network architecture, such that the remaining Qwest Exchanges become more expensive for CLEC to interconnect with. CLECs want continuity of business and do not want to be burdened with recreation of an Interconnection Agreement under duress. As such, CLECs want to obtain a written agreement from transferee, prior to the transfer, in form and substance that their interest will not be compromised. CLECs assert that until new Interconnection Agreements between the affected CLECs and the transferee become effective, the transferee should be bound by interconnection and inter-carrier compensation obligations that have been set forth in the SGAT as to the transferred portion of Qwest’s telephone operations. CLECs</p>	<p>a) Closed</p> <p>b) Impasse</p>

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	<p>argue that Qwest should meet its underlying obligation to protect the interests of end-user customers served by the CLECs within the affected exchanges.</p> <p>Qwest contends that as a general principle, such matters should be handled by the Commission in a “Sale of Assets” hearing, pursuant to Colorado law, and not be addressed within the SGAT. Qwest argues that the CLECs seek to “impose conditions on a buyer without even knowing who a buyer is.” For example, if an Independent Telco were to buy exchanges from Qwest in Colorado, the CLECs could seek to impose on this prospective buyer all of the obligations that the Commission has seen fit to impose on Qwest as an Incumbent LEC (<i>e.g.</i>, PIDs and the CMP process). Qwest argues the time to make a determination as to what terms and conditions are appropriate for the new buyer is when the a petition for an exchange or sale of assets is filed. Qwest argues that it is presumptuous of the CLECs to want Qwest to agree -- in advance -- that it abrogate certain rights to sell or transfer exchanges, as distinct from working proactively with the affected CLEC after the transfer is negotiated to assure a smooth transition. Qwest affirms that it is the role of the Colorado Commission to decide what the obligations of the new buyer are to be. Qwest contends that sale of its Exchanges is a part of the natural evolution of the Company’s adding and disposing of assets, and CLECs should not have recourse to interject themselves into Corporate matters of this nature.</p> <p>b-2) <u>Advanced notification of potential sale of assets or exchanges</u> - CLECs want Qwest to provide notice “within 180 days prior to completion of a transfer agreement.” CLECs contend that advanced notification would enable them to facilitate changes prior to the actual transfer of control, citing analogous situations where there is an “extended phase-in period” for a new contractual arrangement. By this means CLECs can gain some “breathing room,” to leave preserve the status quo with respect to network architecture and payments, until a revised Interconnection Agreement can be negotiated with the new purchaser.</p> <p>Qwest argues that it cannot provide “notice prior to the completion,” until such time as the Commission has approved a sale or exchange of assets -- as it simply is not known if a transfer is going to take place. Moreover, Qwest cites the requirement of a “Notice of Hearing,” at which time CLECs, as interested parties, apprised of the pending transaction as a matter of course. Qwest contends that any prior notice regarding potential buyers (or various parties Qwest is negotiating with) could impinge on confidentiality arrangement. But if parties want to enter into discussion it would be inappropriate to make public any notices as to potential inquiries. Moreover, long and extensive negotiations with many potential parties may ensue. If agreement is reached, it is then brought before the Commission for approval. It can at that point be determined whether or not a sale of the Exchange is to be consummated. Only after there is “a Commission-approved deal,” is full disclosure appropriate.</p> <p>b-3) <u>Disclosure of agreements as to proposed transfer</u> – CLECs want to be provided with “any agreement or understanding related to any proposed transfer,” so as to have a clear understanding of what is to be encompassed, including what the new entity is obligated to perform under the Agreement, what is to be altered, and what their obligations are with respect to affected Exchanges. Qwest observes that all of the supporting of documentation and testimony with respect to sale of exchanges will be provided at the time the formal application is filed; and full disclosure made at that time and should be sufficient for CLEC transition planning.</p> <p>b-4) <u>Role of CLECs in negotiations with prospective purchasers</u> - CLECs want to Qwest to assure “its best efforts” with respect to: possibly providing introductions to the purchaser, participating in transfer of asset discussions, and ultimately participating in joint Qwest/CLEC negotiations on matters relating to SGAT and service continuity. Qwest deems to be a further intrusion in the conduct of its</p>	

Issue ID COIL # & SGAT	Description of Issue and Resolution	Status
	<p>internal business affairs.</p> <p>b-5) <u>Impact on Exchanges where CLECs do not provide service</u> - CLECs want discussions to encompass all Exchanges that fall under the Interconnection Agreement, even if the CLEC has no customers in some of these Exchanges and has no intention of ever serving customers there. CLECs contend the sale of Exchanges may have an impact on architecture outside of that boundary of Exchanges and may impact customers in adjacent areas where homing arrangements need to be changed. Qwest argues that it is “impractical to write language around all of the possible scenarios,” and cites this example the very reason that solutions to these issues cannot be adequately addressed in the SGAT framework. Qwest reiterates that these matters should be addressed by the Commission in the “Sale of Exchanges” proceedings to determine what's best for the customers in that community of interest in a Sale of Exchanges proceeding, and as to the appropriate of transition scenarios.</p>	
GT&C-39 (G-39) 5.15	<p>Consideration of the “Severability” clause.</p> <p>Not contested and therefore is not an issue.</p>	Closed
GT&C-40 (G-40) 5.17	<p>How to treat “Survivability of Provisions.”</p> <p>The phrase “two year term” has been generalized to “term of agreement” with respect to any liabilities or obligations for acts or omissions, and any obligations under provisions regarding indemnification, “Confidential or Proprietary Information,” limitations of liability, etc.</p>	Closed
GT&C-41 (G-41) 5.18	<p>Comprehensive dispute resolution procedures.</p> <p>Dispute resolution provisions incorporate: expedited resolution; the availability of alternative remedies; the ability to arbitrate prior to exhausting the escalation process; situations affecting the capability of providing uninterrupted, high quality services to its end-user customers; provisions for conducting arbitration proceedings under rules for commercial disputes of the American Arbitration Association; rules governing discovery and the arbitrator's decision; confidentiality; and the exclusion of intellectual property disputes from the Section. Agreement that:</p> <ul style="list-style-type: none"> ➤ Nothing in dispute arbitration procedures is intended to deny or limit the jurisdiction and authority of the Colorado Commission or the FCC as provided in state and federal law. ➤ Either party has the option of having a dispute resolved by filing of a complaint with the Colorado Commission ➤ Mutual agreement is required to enter into arbitration. ➤ If a party opts to have a dispute settled in arbitration, the party is bound by the results of that arbitration. 	Closed
GT&C-42 (G-42) 5.19	<p>Establishment of “controlling law.”</p> <p>Term "applicable federal law" has been substituted for “the terms of the Act” in the Controlling Law Section.</p>	Closed
GT&C-43 (G-43) 5.20	<p>Dealing with potential environmental hazards.</p> <p>Addition of SGAT § 5.20.2 addresses identification of suspect materials within Qwest-owned, operated or leased facilities containing asbestos. This also provides that any CLEC-related activities will be in accordance with applicable local, state and federal environmental and health and safety statutes and regulations</p>	Closed
GT&C-44 (G-44) 5.21	<p>Means of providing Notice under the Agreement and the inclusion of E-mail, phone and Fax numbers.</p> <p>Incorporates forms and caveats as to Receipts of Notification.</p>	Closed
GT&C-45 (G-45) 5.23	<p>Appropriate approach to “third party beneficiaries.”</p> <p>Provisions incorporated to explicitly state that “there were no third party beneficiaries to the contract.”</p>	Closed

Issue ID COIL # & SGAT	Description of Issue and Resolution	Status
GT&C-46 (G-46) 5.27	Qwest obligation to obtain permits. Comments as to such provisions withdrawn.	Closed
GT&C-47 (G-47) 5.28	Parties approach to wiretaps. Comment's as to "compliance with CALEA provisions" were withdrawn.	Closed
GT&C-48 (G-48) 5.31	Statement that SGAT and associated Exhibits constitutes the entire agreement. Reiterates statement that SGAT, Exhibits and subordinate documents constitute the whole undertaking.	Closed
GT&C-49 (G-49) 5.32	Observation that SGAT section containing duplicative language. Section deleted	Closed
GT&C-50 (G-50) 11 11.23	<p>Inclusion of additional network security provisions.</p> <p>a) <u>Means of addressing network jeopardy situations</u> – CLECs want provisions as to reciprocity, which has been accommodated by the following provisions: Agreement that Qwest employees may request CLEC's employee, agents or vendor to stop any work activity that in their reasonable judgment is a jeopardy to personal safety or poses a potential for damage to the Qwest building, Qwest equipment or Qwest services within the facility. Also, CLEC employees may report any work activity that, in their reasonable judgment, is a jeopardy to personal safety or poses a potential for damage to the building, CLEC equipment or CLEC services within the facility. Qwest Service Assurance is to be notified, and the reported activity will be stopped until the situation is remedied. Procedures are further enumerated in SGAT § 11.23.</p> <p>b) <u>Removing CLEC employees without identification from Qwest's premises</u> – Agreement reached that CLECs employees, agents or vendors outside the designated CLEC access area, or without proper identification will be asked to vacate the premises and Qwest security will be notified. Continued violations will result in termination of access privileges.</p> <p>c) <u>Revenue Protection</u> – Agreement that Qwest is to make available all present and future fraud prevention and revenue protection features. Explicit references are incorporated as to information, prison, and payphone codes; call blocking of domestic and international numbers; and pertinent Operations Support Systems, including LIDB Fraud monitoring systems.</p> <p>d) <u>Fraud and fraud protection</u> Whether fraud and fraud protection provisions are appropriate.</p> <ul style="list-style-type: none"> ➤ CLECs want revenue protection for "uncollectables" and unbillable revenues attributable to Qwest network troubles. CLECs contend Qwest should be held accountable for what they provision, consistent with Interconnection Agreements. Qwest contends its "limitation of liability" provisions limit damages for out-of-service conditions to the price of the service, not the lost revenues on the service. ➤ CLECs claim Qwest should be responsible for revenues lost through malicious alteration of software by unauthorized third parties (i.e., hackers). Qwest reaffirms its position as to limitation of liability. ➤ CLECs claim Qwest should be responsible for "uncollectables" and unbillable revenues resulting from failure to prevent criminal activity impinging on its network, including unauthorized use, whether initiated through software (e.g., black boxes) or hardware (e.g., attaching clips to terminal posts). Qwest disavows any such role as "serving as a de facto insurance company to the CLECs." 	<p>a) Closed</p> <p>b) Closed</p> <p>c) Closed</p> <p>d) Closed</p>

Issue ID COIL # & SGAT	Description of Issue and Resolution	Status
	(G-62).	
GT&C-52 (G-52) 1.8 22	<p>a) Whether or not SGAT or contract provisions expire under the terms of the original contracts if they are selected through pick and choose for incorporation into a new or existing contract. Subsumed in Issue G-22</p> <p>b) Objective criteria for establishing “legitimately related” provisions. Subsumed in Issue G-22</p> <p>c) Modified SGAT signature page. Agreement reached as follows: By signing below and in consideration of the mutual promises set forth herein and other good and valuable consideration, CLEC adopts this SGAT and upon receipt by Qwest the Parties agree to abide by the terms and conditions set forth in this Interconnection Agreement.</p>	<p>a) Closed</p> <p>b) Closed</p> <p>c) Closed</p>
GT&C-53 (G-53)	<p>Voluntary CLEC UNE forecast data to be submitted to Qwest. CLEC’s want Qwest commitment to incorporate outcome of joint planning process along with commitment to keep information privileged. Qwest claims no obligation to use forecast.</p> <p>Qwest requirement for UNE forecast withdrawn. Issue mute.</p>	Closed
GT&C-54 (G-54) 9.2.4.1 9.2.4.4 12.2.1.4.2	<p>Unlawful limitation of the number of orders CLECs may place. CLECs have concerns as to what constitutes a “complete and accurate” LSR. In response to these concerns:</p> <ul style="list-style-type: none"> ➤ SGAT § 9.2.4.4 has been amended to clarify its meaning and intent. Qwest stipulates that there is no limitation on the number of LSRs that can be made in a day, rather there is only a limitation regarding the number of lines or loops within an LSR. ➤ SGAT § 12.2.1.4.2 refers to a “functional set” of information to be provided on an LSR and that IMA Guidelines are referenced as the guide for filling out LSRs. The statement “Detailed ordering processes are found on the Qwest wholesale website.” has been added to SGAT § 9.2.4.1. ➤ New Edge contends there is no PID that provides for measure on LSR completeness and accuracy, just number of rejections. LSR’s rejected during testing will be observed for completeness and accuracy. Deferred to OSS-3. 	Closed
GT&C-55 (G-55)	<p>Concern as to intervals on reappointed orders. CR #5371475 raises the issue as to whether or is there not there is a minimum of 5 days to reschedule UNE loop cutovers. CLEC want to know interval on reappointment of loop orders. Unresolved Loop issue subsequently withdrawn by AT&T.</p>	Closed
GT&C-56 (G-56) 9.21.1	<p>Concerns as to the use of the term “existing” in SGAT § 9.21.1. CLECs wants SGAT to reflect end-to-end service activation time, process and intervals entailed to establish DSL service. Closed as Issue LSPLIT-13 in the Loop Workshop.</p>	Closed
GT&C-57 (G-57) 6.2.12 5.4.2 5.4.3	<p>Advising Commission on a confidential basis as to notification of discontinuance of processing orders or services for nonpayment. Agreement that the Billing Party may discontinue processing orders, as well ceasing to provide any and all relevant services for failure by the Billed Party to make full payment. The Billing Party is to notify the Billed Party in writing and advise the Commission of this pending action on a confidential basis at least 10 business days prior to disconnection of the unpaid service. Folded into Issue G-31. Staff concurs with language as being consistent.</p>	Closed

Issue ID COIL # & SGAT	Description of Issue and Resolution	Status
GT&C-58 (G-58) 7.2.2.8.2 5.16.9	Whether Qwest will agree to provide some of its collocation-related forecasting information in connection with joint planning meetings; and if so, the scope of the information that will be provided to CLEC. Issue withdrawn.	Closed
GT&C-59 (G-59)	CLEC ability to publish aggregated forecast data, including integrated Qwest and CLEC data. Issue as to how the reciprocity in use of aggregated forecast data applies and limitations imposed on CLEC use of Qwest data. Qwest agrees to same provisions that outlined for use of CLEC aggregated data in G-8, as to confidentiality. Subsumed in G-8 (at Impasse).	Closed
GT&C-60 (G-60) 5.25	Clarification of how information can be used for “Publicity” purposes. Changes made to the SGAT (in response to a party that is not in Colorado proceeding) as follows: Neither Party shall publish or use any publicity materials with respect to the execution and delivery or existence of this Agreement without the prior written approval of the other Party. Nothing in this section shall limit a Party's ability to issue public statements with respect to regulatory or judicial proceedings.	Closed
GT&C-61 (G-61) 5.30	Clarification of the Amendment section. Changes made to the SGAT (in response to a party that's not in Colorado proceeding) as follows: Either Party may request an amendment to this Agreement at any time by providing to the other Party in writing information about the desired amendment and proposed language changes. If the Parties have not reached agreement on the requested amendment within sixty (60) calendar days after receipt of the request, either Party may pursue resolution of the amendment through the Dispute Resolution provisions of this Agreement.	Closed
GT&C-62 (G-62)	<p>Use of confidential information.</p> <p>a) Treatment of confidential information, in general. At issue is the use of confidential information and how confidential information in general would be treated, including material obtained during the course of an audit and/or examination. Matter also pertains to “conduct” as well as guarding against misuse of confidential information. Issue similar to G-8, but generalized to all confidential data. Agreement reached as to reciprocity in general treatment of confidential data. Although comments in G-8 are germane, CLECs contend that Qwest has not provided sufficient assurance as to how proprietary data, in general, are to be held and maintained in confidence. Furthermore, CLECs have misgivings as to Qwest’s conduct in misuse of confidential information, citing specific examples. Qwest submits that its use and conduct in treatment of confidential material are highly appropriate.</p> <p>b) What Qwest may do with aggregated CLEC data. At issue is Qwest’s treatment of aggregated CLEC information, and how it would be distributed and disclosed it in its aggregated form. As distinct from CLEC-specific data, CLECs contend that even with “aggregate data” there may be a limited number of CLECs within the composite population, and hence it could be apparent as to which CLEC is predominantly represented. Qwest contends that the spirit of its proposed SGAT language is to treat individual CLEC data as “confidential” and to protect it accordingly. However, aggregate data could be essential for use in the planning and management of Qwest’s business operations, and should be infused into Qwest’s business processes so long as individual CLECs' proprietary information were masked. Qwest argues that it should be entitled to disclose aggregated CLEC information in</p>	<p>a) Impasse</p> <p>b) Impasse</p>

Issue ID COIL # & SGAT	Description of Issue and Resolution	Status
	<p>conjunction with the following applications:</p> <ul style="list-style-type: none"> ➤ Fulfillment of regulatory filing requirements. Data presented in cost studies are used to project future demand and determine costs and prices. These data are treated as confidential as a matter of course. ➤ Use of projected volumes in a particular serving area to price-out a product or service. This is to spread the price over the anticipated number of user for that product or service. This may entail CLEC-specific functionality such as local number portability pricing or planning for collocation space, etc. ➤ Business planning for software releases. It is necessary to estimate the total number of users to determine how costs of software development are to be spread in pricing the software. ➤ Consideration of both wholesale and retail customers. If software impacts both Qwest's customers and CLEC customers, the composite universe has to be determined; whereas if just CLEC customers are involved, just the wholesale segment is incorporated. 	
GT&C-63 (OSS-1) 12.2.1	<p>Whether there is a need to capture manual OSS interfaces together with enhanced interfaces.</p> <p>Current interface includes facsimile that captures data sent from CLEC. SGAT § 12.2.1 modified to incorporate manual interfaces and provides assurance that Qwest will notify CLECs of improvements to legacy systems interfaces, consistent with the provisions of the Change Management Process (CMP) set forth in § 12.2-6.</p>	Closed
GT&C-64 (OSS-2) 12.1.2	<p>Whether there is need to capture manual OSS interfaces and with respect to billing arrangements.</p> <p>Qwest incorporated manual interfaces and changed the term "billing" to "billing function."</p>	Closed
GT&C-65 (OSS-3) 12.2.1.4	<p>Justification for rejecting LSRs</p> <p>CLECs contend that reasons for Qwest's rejection of "complete and accurate" LSRs are not being adequately specified, and seek:</p> <ul style="list-style-type: none"> ➤ An explicit definition of "complete and accurate LSR," in particular as it pertains to ordering processes and pending orders. ➤ Enumeration of current criteria for LSR rejection, and assessment of the reasonableness of such rejection criteria. ➤ Agreement as to where provisions should reside (<i>e.g.</i>, SGAT versus website). <p>CLECs ascertain that situations arise, such as when an end user transitions from Qwest to CLEC service, that can trigger LSR rejection if there is a pending Qwest order. CLECs seek assurance that Qwest will honor an LSR even though another order is pending with the same end user customer. Possible solutions include:</p> <ul style="list-style-type: none"> ➤ Modifying the term "complete and accurate," to "complete, accurate, and no pending orders," (or other conditions that might trigger rejection). ➤ Introducing business rule changes, consistent with an LNP change request, to correct the problem, rather than modifying the language in the SGAT that, could inadvertently enable Qwest to legitimately reject a "good" LSR. ➤ Delineated and documented such changes in SGAT § 12. <p>Qwest added SGAT §§ 12.2.1.9, 12.2.1.10, and modified 12.2.6. Agreement reached as to Qwest:</p> <ul style="list-style-type: none"> ➤ Providing access to ordering and status functions. ➤ Providing all provisioning services to CLEC during the same business hours which Qwest provisions services for its end-user customers. ➤ Providing out-of-hours provisioning services to CLEC on a non-discriminatory basis. ➤ Articulating business rules regarding rejection of LSRs or ASRs. ➤ Providing access to ordering and status functions. ➤ Provisioning in accordance with Qwest's published business rules. 	Closed

Issue ID COIL # & SGAT	Description of Issue and Resolution	Status
	<p>➤ Maintaining a change management process, known as the Change Management Process (CMP), consistent with industry guidelines, standards and practices. Joint discussions of OSS development in CMP.</p> <p>CLECs agree to populate the service request to identify what features, services, or elements it wishes</p>	
GT&C-66 (OSS-4) 12.2.2	Whether references to “interconnection services” should be explicitly included. Generic functions are to be used, as distinct from specific functions. Qwest deleted references to resale and UNEs in SGAT § 12.1.2.	Closed
GT&C-67 (OSS-5) 12.2.2	Means by which Qwest communicates business rules and deviations from guidelines. Qwest to disclose business rules, as articulated in SGAT § 12.1.2, in particular where there is any deviation from applicable industry standards or guidelines. (Verified in OSS test.)	Closed
GT&C-68 (OSS-6) 12.2.1.4	Increased specificity for pre-order functionality. Qwest to provide real time access to pre-order functions that support CLEC’s ordering via electronic interfaces. Real time pre-order functions available to CLECs enumerated in detail, including facility availability, loop qualification with resale DSL, and loop makeup information.	Closed
GT&C-69 (OSS-7) 12.2.1.4.2	Increased specificity for ordering functionality. Qwest to provide access to ordering and status functions. Order functions enumerated in detail, including provisions for: <ul style="list-style-type: none"> ➤ Placement of electronic and manual orders. ➤ Firm order confirmation. ➤ Order status and jeopardy information. ➤ Rules for order rejection. ➤ Confirmation of order completion for both electronic and manual orders. 	Closed
GT&C-70 (OSS-8) 12.2.1.5	Clarification of “SecureID” issues. Agreement that when a CLEC requests more than 50 SecureIDs from Qwest for use by its CLEC customer service representatives at a single CLEC location, a T1 line will be used. If the CLEC is obtaining the T1 line from Qwest, Qwest agrees that the CLEC will be able to use SecureIDs until such the T1 line is provisioned and the line permits pre-order and order information to be exchanged between Qwest and the CLEC.	Closed
GT&C-71 (OSS-9) 12.2.1.6	Disclosure of deviations from Access Service Request (ASR) guidelines. Agreement that Qwest will enumerate exceptions to ASR guidelines in written form in sufficient time for CLEC to adjust system requirements accordingly.	Closed
GT&C-72 (OSS-10) 12.2.1.7	Disclosure of deviations from Facility Based EDI Listing interface guidelines. Qwest is to provide a Facility Based EDI Listing interface to enable CLEC listing data to be translated and passed into the Qwest’s listing database. Agreement that Qwest will enumerate exceptions to interface and associated standards in written form in sufficient time for CLEC to adjust system requirements accordingly.	Closed
GT&C-73 (OSS-11) 12.2.1.8	Establishment of interface contingency plans and disaster recovery plans. Agreement that Qwest is to establish interface contingency plans and disaster recovery plans for the interfaces described in SGAT § 12.2.1. Qwest will work cooperatively with CLECs through the CMP process to consider any suggestions made by the CLECs to improve or modify such plans. CLEC-specific requests for modifications to these plans will be negotiated and mutually agreed upon between Qwest and the CLECs.	Closed

Issue ID COIL # & SGAT	Description of Issue and Resolution	Status
GT&C-74 (OSS-12) 12.2.2.1	<p>Clarification of “repair interface” functionality.</p> <p>Qwest agrees to provide electronic interfaces for:</p> <ul style="list-style-type: none"> ➤ Reviewing a customer’s trouble history at a specific location. ➤ Conducting tests of a customer’s service, where applicable. ➤ Reporting trouble to facilitate the exchange of updated information and progress reports between Qwest and CLEC while a Trouble Report is open and a Qwest technician is working on the resolution. <p>CLECs may alternatively report trouble through manual processes.</p> <p>For designed services, Qwest agrees that the Trouble Report will not be closed prior to verification by CLEC that trouble is cleared.</p>	Closed
GT&C-75 (OSS-13) 12.2.1.6	<p>Disclosure of deviations from guidelines, in general.</p> <p>Agreement that Qwest will enumerate exceptions to affected guidelines in written form in sufficient time for CLEC to adjust system requirements accordingly.</p>	Closed
GT&C-76 (OSS-14) 12.2.5.2.4 12.2.5.2.5	<p>Inclusion of UNE-P in Loss Report and Completion Reports.</p> <p>“Loss Report” provides a list of accounts that have had lines and/or services disconnected. “Completion Report” used to advise CLECs that orders for the services requested are complete. Qwest agreed to incorporate UNE-P for POTS data in Reports. Inclusion of INP data, also explored, deemed to be impractical.</p> <p>Observation made by Qwest that reports, which are manual records, have been marginalized by availability of EDI, which provide near real-time access to Loss and Completion databases.</p>	Closed
GT&C-77 (OSS-15) 12.2.5.2.7	<p>Incorporation of correct, up-to-date Website address for obtaining Meet Point Billed data.</p> <p>Mechanized records are provided on website to exchange summarized Meet Point Billed access minutes-of-use between Qwest and CLECs. Qwest agrees to incorporate the generic term “on its website” in SGAT, in lieu of specific URL, in order to avoid misleading reference as website is modified over time.</p>	Closed
GT&C-78 (OSS-16) 12.2.6	<p>“Change Management” language in SGAT § 12.2.6.</p> <p>Deferred to CMP Workshop.</p>	Closed
GT&C-79 (OSS-17) 12.2.7.1 12.2.7.2	<p>Clarification of discussion of CLECs’ responsibilities for implementation of OSS interfaces.</p> <p>Before CLEC implementation can commence, CLEC are to completely and accurately answer a CLEC Questionnaire, as required in SGAT § 3.2. Parties agree that once Qwest receives a complete and accurate Questionnaire from the CLEC, per SGAT § 3.2, Qwest and the CLEC will establish mutually convenient schedule for implementation of CLEC connectivity with Qwest’s OSS interfaces.</p>	Closed
GT&C-80 (OSS-18) 12.2.8 12.2.9.6 12.2.9.10	<p>Qwest responsibilities for on-going support of OSS interfaces when migrating to new releases.</p> <p>Qwest agrees to provide support to ensure that issues that arise in migrating to the new OSS release are handled in a timely manner, including:</p> <ul style="list-style-type: none"> ➤ Written notice of the need to migrate to a new release. ➤ Establishment of guidelines for initial development and certification of EDI interface versions and migration to subsequent EDI interface versions. ➤ Providing an EDI Implementation Coordinator to work with CLEC for business scenario re-certification, migration and data conversion strategy definition. ➤ Recertifying CLECs as to ability to generate correct transactions for functional enhancements not previously certified, and providing a suite of tests for such re-certification. ➤ Training mechanisms for CLEC to pursue in educating internal personnel to use Qwest’s OSS interfaces and to understand Qwest’s documentation, including Qwest’s business rules. 	Closed

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	CLECs agree to contact the Qwest EDI Implementation Coordinator to initiate the migration process. CLEC stipulate they may not need to certify to every new EDI release, however, any recertification and migration to new EDI releases must be completed within six months of deployment. CLEC agree to provide sufficient support and personnel to ensure that issues that arise when migrating to the new Qwest OSS release are handled in a timely manner.	
GT&C-81 (OSS-19) 12.2.9.3.2	<p>Clarification of Qwest's Stand-Alone Testing Environment (SATE) capabilities. Qwest has provided SATE to enable CLECs to independently validate their in-house technical development efforts related to Qwest OSS interfaces without scheduling coordinated tests.</p> <ul style="list-style-type: none"> ➤ SATE accepts emulated pre-order and order requests, passes them to a stand-alone database, and returns responses to a CLEC to facilitate development and implementation of EDI interfaces. ➤ Correctly formatted EDI transactions using test account data supplied by Qwest can be processed for either new or existing Qwest OSS releases. ➤ Qwest is to make additions to the SATE test beds and test accounts as it introduces new OSS electronic interface capabilities, encompassing support of new products and services, and new interface features and functionalities. ➤ All SATE pre-order queries and orders are subjected to the same edits as production pre-order and order transactions. ➤ Testing via SATE is optional. 	Closed
GT&C-82 (OSS-20) 12.2.9.3.2	<p>Explicit statement as to "no need to schedule test times."</p> <p>Qwest affirms that with SATE coordinated OSS testing, and hence scheduling, is not required.</p>	Closed
GT&C-83 (OSS-21) 12.2.9.5	<p>Flexibility in procedures for recertification of products and services.</p> <p>New releases of the EDI interface may require re-certification of some or all business scenarios. Agreement that if a CLEC is certifying multiple products or services, it has the option of certifying those products or services serially or in parallel, if technically feasible.</p>	Closed
GT&C-84 (OSS-22) 12.2.9.9 12.2.10.3	<p>"Help Desk" support for CLECs.</p> <p>Agreement that Qwest will provide a "CLEC Systems Help Desk" to serve as a single point of entry for CLEC account teams in gaining assistance in areas involving interconnection services, network connectivity, system availability, and output file access. Help desk assistance is to include training, documentation, and CLEC account management support.</p>	Closed
GT&C-85 (OSS-23) 12.2.11	<p>Clarification of Qwest's OSS charges to CLECs.</p> <p>Qwest states that it will not impose any ongoing or one-time OSS start up charges unless and until the Colorado Commission authorizes Qwest to impose such charges and/or approves applicable rates at the completion of appropriate cost docket proceedings.</p> <p>CLEC express concern that, if by failing to take action, the Commission has let rates, enumerated in SGAT – Exhibit A, become effective. Parties question if, absent proactive approval, the Commission has de facto "authorized Qwest to impose such charges." At issue is the mechanism by which this provision goes into effect when the SGAT as-a-whole has become "effective" by "operation of law." Clarification of the legitimate interpretational issue is needed as to whether or not the adjusted the rates embedded within SGAT-Exhibit A also go into effect by "operation of law" because the Commission has not formally rejected the SGAT. Impasse until issue is suitably clarified.</p>	Impasse

Issue ID COIL # & SGAT	Description of Issue and Resolution	Status
GT&C-86 (OSS-24) 20.1.3 20.1.4	<p>Shared responsibility for security and network protection for each OSS interface arrangement.</p> <p>CLECs opine that both parties should share responsibility for security and network protection for each interface arrangement. In that context, Qwest agrees it will access CLECs' systems in the same manner CLECs access its own systems, without the involvement of the Colorado Commission. If and when access to a CLEC's OSS were sought by Qwest, the SGAT would be accordingly modified to reflect a "symmetrical" security and network protection arrangement.</p>	Closed
GT&C-87 (MR-1) 12.3.1.1 12.3.1.2	<p>a) Assurance that Qwest will provide maintenance and repair services in substantially the same time, manner, type and quality as Qwest provides for itself, its end-users, affiliates, and any other party.</p> <p>Qwest has modified SGAT §§ 12.3.1.1 and 12.3.1.2 to incorporate appropriate parity standards Distinction made for parity standards involving "design-type services" (e.g., special circuits) and "non-design-type services" (e.g., POTs).</p> <ul style="list-style-type: none"> ➤ UNE loops are generally provisioned utilizing designed service flow. CLECs can obtain UNE maintenance and repair status reports through an "electronic bonding" EBTA interface or through a GUI interface called the Customer Electronic Maintenance and Repair (CEMR) system. As such, CLECs can have real-time status of UNE trouble reports; and individual trouble tickets and trouble history. ➤ Trouble reporting process for the handling a trouble ticket downstream is more "manual" than for non-design process flow. A manual process, in this context, requires a Qwest technician to perform non-designed service-related testing on behalf of the CLEC. A Qwest technician is generally dispatched to perform tests in response to a trouble report. When testing is completed and trouble status resolved, the updated trouble report is provided to a Workforce Administration System with direct access to the Electronic Bonding interface. By this means CLECs can verify status of the trouble reports 24 hours a day, 7 days a week, with the exception scheduled maintenance (posted to the CLEC in the Qwest website) and system outages. CLECs can choose to perform electronic interconnection or have an electronic data interface through either EDI or IMA-GUI. <p>b) Testing capabilities to diagnose and isolate trouble.</p> <p>Deferred to Issue MR-7.</p>	<p>a) Closed</p> <p>b) Closed</p>
GT&C-88 (MR-2) 12.3.1.3	<p>Assurance that Qwest will provide maintenance and repair services with substantially the same response times and scheduling priorities as Qwest provides for itself, its end-users, affiliates, and any other party.</p> <p>General parity language agreed to, per SGAT § 12.3.1.3. Agreement reached on the following subtending issues.</p> <ul style="list-style-type: none"> ➤ <i>Priority Ordering</i> - AT&T contends that repair services should be performed on a first-come, first-serve basis; and requested an objective response time for reporting missed scheduled repair appointments, citing a one-hour interval as being appropriate in that regard. Qwest takes exception on the basis that trouble reports come in different degrees of severity. As such, this mandates that certain types of trouble reports be addressed on a higher priority than other reports. Outages, for example, must have shorted intervals because of the imperatives of restoring service to impacted customers. Also, major outages can sometimes impinge resources designated for routine maintenance and repair commitments. ➤ <i>Trouble Report Prioritization</i> – Qwest concurs that trouble calls from CLEC are to receive response time priority that is substantially the same as that provided to Qwest end-user customers. Qwest commits to processing trouble reports in substantially the same manner as it performs repair services for itself. Once a trouble ticket gets into the Qwests' internal systems processing stream (e.g., the Workforce Administrator) there is no distinction between Qwests' "end-user customers" and its 	Closed

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	<p>“wholesale customers.”</p> <ul style="list-style-type: none"> ➤ <i>Status and Notification of Change</i> - CLECs seek guidelines for trouble status and information to enable them to “set expectations.” Qwest has provided “Job Aids”, which reflect process for closing out trouble reports, with particular reference to SGAT § 6.1, “Customer Status Points/Pro-Active Status,” and SGAT § 6.1.1. Virtually no distinction or differentiation is made between wholesale or retail customers. ➤ <i>Design Flow</i> – CLECs seek a description of processing of a trouble ticket from the point it enters the system to the point where it is closed it out. Qwest observes that guidelines for designed circuits are less structured than for non-designed circuits. Qwest deems processes confidential as they cover the entire spectrum of retail as well as wholesale customers. ➤ <i>Customer Identity</i> – The Qwest technician expediting a trouble ticket process presumably does not know whether the trouble involves a CLEC or end-user customer. However, if the technician is familiar with the ACNUT trouble ticket code (providing an access carrier identification) the technician can examine the ticket and discern that a CLEC trouble ticket is involved. Regardless, Qwest contends the handling of the trouble ticket is virtually the same for whether for a CLEC subscriber or Qwest end-user. Qwest argues that the responsible technician is motivated to clear the ticket, and is not concerned as to whose ticket is involved. ➤ <i>Missed Appointment</i> - In the event Qwest misses a scheduled repair appointment on behalf of CLEC, Qwest is to notify CLEC of the missed appointment in substantially the same manner as Qwest does for itself, its end-user customers, its affiliates, and any other party. (SGAT § 12.3.1.3). Qwest will notify the CLEC that a trouble report interval has been or is likely to be missed in substantially the same time and manner as Qwest provides this information to itself, its end-user customers, its affiliates, and any other party. (SGAT § 12.3.16.1) [Note: Qwest defines the <i>repair interval</i> as a time period provided to either an end-user or a CLEC as to when Qwest is committing to complete the repair. An <i>appointment</i> is a specific time period or interval that's set to actually meet the end-user at the customer premises.] 	
GT&C-89 (MR-3) 12.3.2.1 12.3.2.2 12.3.2.3 12.3.2.4 12.3.2.5	<p>CLEC concerns as to scope of branding, to encompass:</p> <ul style="list-style-type: none"> ➤ Brand of all services ➤ Brand of all documents ➤ Limitations on Qwest materials provided to end-user ➤ Training material provided to CLECs ➤ Limitations on CLEC rights to use of service manuals and technical manuals while performing repairs <p>Agreement that branding language incorporated to the effect that SGAT § 12.3.2.3 “shall confer on Qwest no rights to the service marks, trademarks and trade names owned by or used in connection with services offered by CLEC or its affiliates, except as expressly permitted by CLEC.”</p>	Closed
GT&C-90 (MR-4) 5.1.3 12.3.3.1 12.3.3.2	<p>Explanation as to how SGAT § 12.3.3.1, service interruptions subsection, works in conjunction with SGAT § 5.1.3.</p> <p>Qwest states that SGAT § 5.1.3 is a general statement related to impairment of service; whereas SGAT § 12.3.3.1 defines impairment of service in terms of maintenance and repair. SGAT § 12.3.3.1 provides clarity as to what constitutes impairment, and addresses specifics as to four conditions associated with defined term, “impairment of service.”</p>	Closed
GT&C-91 (MR-5) 12.3.3.2	<p>Preventing CLEC from using its own impaired circuit (Related to MR-4)</p> <p>Language stricken in SGAT § 12.3.3.2 as to discontinuance of service, facilities, or equipment.</p>	Closed

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GT&C-92 (MR-6) 12.3.4 12.3.4.1 12.3.4.2 7.9.5.5.18.2. 1.4 9.1.4 9.2.5	<p>a) CLECs charges to Qwest for trouble isolation under some circumstances Agreement reached that CLEC will perform trouble isolation on services it provides to its end-user customers (to the extent the CLEC has the capability to perform such trouble isolation) prior to reporting trouble to Qwest.</p> <p>Under various circumstances:</p> <ul style="list-style-type: none"> ➤ CLEC may request Qwest to do joint trouble isolation ➤ CLEC may not have ability to do trouble isolation and rely solely on Qwest. ➤ In such cases CLEC shall have access for testing purposes at the demarcation point, NID, or point of interconnection. The “demarcation point for UNE’s and ancillary services” is defined as that physical point where Qwest shall terminate its UNE and ancillary service for access by CLEC (SGAT § 4.0). <p>If no trouble were found in Qwest’s side of the demarcation point after testing the UNE, Qwest could determine that the problem was at the NID, in which case Qwest would charge whatever CLEC is resident in the NID for problem resolution. At issue is the appropriateness of Qwest's charging a CLEC for the problem at the NID when 1) the CLEC may not have caused the problem, or 2) there could be multiple CLECs at the NID. CLECs are concerned that a costly dispute resolution process would be evoked. Recognized to be generic issue addressed in other forums. Closed here.</p> <p>b) Cost of trouble isolation as a “Cost Docket” issue.</p> <p>Agreed that when trouble is found on Qwest's side of the demarcation point, maintenance of service charges shall not apply. SGAT §§ 12.3 4.1 and 12.3.4.3. Charges for various service situations are united in SGAT § 9.2.5. Subtending issues include:</p> <ul style="list-style-type: none"> ➤ <u>Trouble Isolation Responsibility</u> - CLEC chooses not to do their own trouble isolation. If it is determined to be CLECs trouble, then the CLEC pays for it. If it is determined to be a Qwest trouble, CLEC doesn't pay, and Qwest is responsible for repair. ➤ <u>Cost Applications</u> – At issue is assurance that rates are appropriately charged. Rates component deferred to the cost docket, but further clarification in the SGAT is sought regarding the various categories of charges, such as “premium” and “overtime.” Also, the Cost Docket identifies the amount of the rates, it does not identify the application of the rates. SGAT § 12.4.3.4.3 to include: “When trouble is found on Qwest facilities, maintenance of service charges shall not apply.” Charges for various service situations are cited SGAT § 9.2.5 and added to SGAT § 4. Cost responsibilities are cited in § 12.4.3.1. <p><u>CLEC Facilities Leased From Qwest</u> – CLECs contend that Qwest as the lessor of facilities has responsibility for maintenance of those facilities. If a CLEC leases a facility from Qwest that is considered a “Qwest facility” for purposes of trouble isolation. This may include a network element on the “CLEC side” of the demarcation point that is leased from Qwest. SGAT § 12.3.4.3 modified to incorporate “including Qwest facilities leased by CLEC.”</p>	<p>a) Closed</p> <p>b) Closed</p>
GT&C-93 (MR-7) 12.3.6.1	<p>Role of Qwest in isolating troubles in “in a mix and match” service arrangement (i.e., with Qwest providing some or all of CLEC facilities). Subtending issues include:</p> <ul style="list-style-type: none"> ➤ <u>Leveraging Testing Capabilities</u> - CLECs argue that SGAT does not obligate Qwest to perform trouble isolation testing under some circumstances. Parties agree that each entity should “maximize its capabilities in resolving troubles in a joint testing environment.” For instance, test capabilities that resides in a CLEC switch can be augmented by Qwest tests of loop-plant not available to the CLEC. ➤ <u>Parity</u> - To the extent that troubles are associated with Qwest portion of the network, and Qwest has test capability that is not available to the CLEC, then Qwest will utilize those capabilities in substantially the same time and manner as it does for 	<p>Closed</p>

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	<p>its own retail customers, per SGAT § 12.3.6.1.</p> <p>➤ <u>Comparable Testing Arrangements</u> - CLECs are presumed to have the capability to perform line testing with MLT, just as Qwest does. Qwest is required to provide to CLECs the same information that it provides to its operation staff in resolving troubles for its retail customers.</p>	
GT&C-94 (MR-8) 12.3.6.3	<p>Qwest furnishing maintenance and repair test results to CLECs related to manually reported troubles.</p> <p>SGAT § 12.3.6.3 specifies the means by which maintenance and repair test results are be provided to CLECs:</p> <p>➤ On manually reported trouble for non-designed services, Qwest is to provide readily available test results to CLEC --or test results to the CLEC in accordance with any applicable commission rule for providing test results to end-user customers or CLECs.</p> <p>➤ If test results are not readily available for manually reported troubles associated with non-design services, Qwest will provide test results to CLECs upon request. Qwest will give the CLECs the same information given to end-users under the presumption that the end-user has requested the test information, as required by Colorado rules, per 4 CCR 723-2-18.8.</p> <p>➤ Trouble tickets are updated in LMOS, and test results are to be provided either through CEMR or EBTA.</p>	Closed
GT&C-95 (MR-9) 12.3.6.4 Exhibit A	<p>Concern that Qwest cannot always validate that UNE that have been provisioned are, in fact, trouble free.</p> <p>SGAT § 12.3.6.4 eliminates reference to UNEs, and stipulates that on manually reported trouble for non-design services, Qwest will provide readily available test results to CLEC or test results to CLEC in accordance with any applicable Commission rule for providing test results to end user customers or CLECs. On manually reported troubles for designed services, Qwest will provide CLEC test results upon request. For electronically reported trouble, Qwest will provide CLEC with the ability to obtain basic test results in substantially the same time and manner that Qwest provides for itself, its end user customers, its affiliates, or any other party.</p> <p>➤ Basic Maintenance of Service charges are to apply when a Qwest technician performs work during standard business hours.</p> <p>➤ Overtime Maintenance of Service charges are to apply when the Qwest technician performs work on a business day, but outside standard business hours, or on a Saturday.</p> <p>➤ Premium Maintenance of Service charges are to apply when the Qwest technician performs work on either a Sunday or holiday.</p>	Closed
GT&C-96 (MR-10) 12.3.8.1.5	<p>Qwest handling of misdirected calls (i.e., when customer calls Qwest rather than CLEC) with respect to discussions of Qwest's products and services with end users. Qwest's position is that nothing in the SGAT agreement should prohibit Qwest (or CLEC) from discussing its products and services with CLEC's (or Qwest's) end-users who inadvertently call the other party. Qwest contends the SGAT language is consistent with its contractual obligations within the framework of many of its interconnection agreements, and the SGAT terms are in compliance with its first amendment rights.</p> <p>CLEC argue that the agreement should be amended by the addition of the language delineating that: a) The carrier receiving the misdirected call will inform the caller that the call is misdirected; b) The carrier will then inform the customer of the correct number before engaging in any other form of communication. CLECs contend that such customer interaction does not prevent sales activity; it only requires Qwest or the CLEC, when receiving a misdirected call, to notify the customer that the call is misdirected and to provide the correct number to call. CLECs agree that at that point</p>	Closed

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	<p>in the discussion Qwest could engage the end user in a sales dialog. CLECs also want further assurance that Qwest will not discuss its products and services with its resale customers during the course of repair calls or visits."</p> <p>CLECs contend that the proposed arrangement to prohibit Qwest from soliciting to misdirected CLEC customer calls does not undermine Qwest's First Amendment rights. But, to the contrary, Qwest's proposal is in violation Colorado law on "interference with business relations and potential business relations." CLECs argue that Qwest should not be able to parlay a maintenance and repair problem (that it presumably caused) into a solicitation opportunity, thus interfering with the service contract between the CLEC and its customer.</p> <p>This issue went to impasse, and in this context, the Commission's decision was that "neither party had to inform a caller placing a misdirected call about anything." As such, the requirement that a misdirected caller specifically state that he or she is seeking information was mute.</p> <p>However, Qwest agreed to make changes to be consistent with orders promulgated in other State venues to avoid confusion in its handling of misdirected calls -- and goes beyond what the Commission requires. Specifically, "seeking such information," was incorporated in SGAT § 12.3.8.1.5, as follows:</p> <p>... 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 users who call the other Party <i>seeking such information</i>.</p>	
GT&C-97 (MR-11) 12.3.9.1 12.3.9.4	<p>Network outage thresholds and disclosure of more substantive disaster recovery plans</p> <p>Qwest contends that its detailed network disaster recovery plans are proprietary, and were developed between Qwest and other governmental agencies. As such they contain sensitive information, such as individual names and phone numbers, etc. Qwest will negotiate with CLECs (as it does with other carriers) to enter into a disaster recovery plan between the parties.</p> <p>Per AT&T's request, Qwest has delineated a high-level process in SGAT § 12.3.9 whereby outage notification is via "broadcast e-mail" to retail and wholesale customers alike. Three sets of e-mails are entailed: 1) circumstances of the initial outage, 2) outage status updates, status changes, and estimated up-time, and 3) notification of outage resolution, and when the problem was fixed or the situation restored. External customers are apprised of only of "Major" (service-affecting) outages, per FCC 47-CFR-63.100. "Minor" outages (transparent to customers) are intended to notify Qwest's staff. Qwest states that e-mail notification of major outage events for CLECs involves an identical process, both in manner and frequency, as for Qwest retail customers. CLECs would interface with Qwest's Account Maintenance Support Center for complex services, and Qwest's Repair Call Handling Center for simple resale services (such as for small business and residential POTS). Qwest also provides the Customer Repair Service Answering Bureau for large business customers.</p> <p>Qwest agrees, per Colorado Commission Staff's request, to classify all 911 outages as Major outages.</p>	Closed. (Scope of disaster recovery plans considered in GT&C Workshop)
GT&C-98 (MR-12) 12.3.10.1 12.3.10.2 12.3.10.3	<p>(a)CLEC request for "same", not "substantially the same" maintenance schedule.</p> <p>(b) CLEC request for same "type and quality" maintenance.</p> <p>CLECs contend Qwest is required to ensure parity using retail customers as the benchmark, with an obligation to let affected CLECs know, with definitive schedules. SGAT § 12.3.10.3 has been reinserted, which in conjunction with SGAT § 12.3.10.1 meets parity criteria.</p>	a) Closed b) Closed

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GT&C-99 (MR-13) 12.3.10.2 12.3.10.3	10-day notice of protective maintenance. SGAT § 12.3.10.2, to state: For potentially customer-impacting maintenance activity, Qwest shall provide notice of potentially customer-impacting maintenance activity and negotiate mutually acceptable dates with CLEC customers in substantially the same time and manner as it provides itself, its end-user customers, its affiliates, and any other party	Closed
GT&C-100 (MR-14) 12.3.11	Where 7-day x 24-hour coverage is not available for “situation.” CLECs want word “identified” added. SGAT § 12.3.11 modified accordingly: Where such 7x24 coverage is not available, Qwest repair operation center (always available on a 7x24 basis) can call out technicians or other personnel to the identified situation.	Closed
GT&C-101 (MR-15) 12.3.12 12.3.12.1 12.3.12.2	Clarification of Qwest’s escalation process including process flow, how escalations are supposed to work and how escalation situations are handled by Qwest. SGAT § 12.3.12.2 provides increased specificity in the escalation process, both with regards to what Qwest uses for itself and what it would use for the CLECs. Qwest will incorporate procedures on the appropriate “Escalation Website” (Exhibit 6-AT&T-13) for the CLECs to utilize. Agreement that a) A CLEC may escalate at its sole discretion. b) There is no distinction in CLEC escalation process between design and non-design service (Exhibit 6-Qwest 39). c) All escalation calls are to flow through Qwest’s Repair Center.	Closed
GT&C-102 (MR-16) 12.3.12.1	Adding words “substantially the same” in SGAT § 12.3.12. SGAT § 12.3.12.1 modified to state: “... will be substantially the same type and equality as to what Qwest employs.”	Closed
GT&C-103 (MR-17) 12.3.13 12.3.13.3 12.3.13.2	a) Proposed language changes as to “parity.” For dispatch to the CLEC customer premises, Qwest shall obtain prior CLEC authorization, with the exception of major outage restoration, cable reconfiguration and multi tenant terminal maintenance/replacement which requires access to the cable at the customer premises per SGAT § 12.3.13.3	a) Closed
	b) Limitation of Qwest charge to only unnecessary dispatches associated with Qwest's responsibilities with access involving CLEC customer premises in performing maintenance and repair duties. Distinction made between CLEC <i>requesting</i> a dispatch and <i>requiring</i> a dispatch (<i>e.g.</i> , to meet a CLEC technician).	b) Closed
GT&C-104 (MR-18) 12.3.13.3	Qwest use of CMP to notify CLECs of operational process changes. Reference to operation process changes deleted.	Closed
GT&C-105 (MR-19) 12.3.13.4	Removal of Section as duplicative. Section deleted.	Closed
GT&C-106 (MR-20) 12.3.15.1	Assurance that similar troubles would receive similar commitment intervals. Qwest’s commitment interval to be the same for wholesale and retail customers.	Closed
GT&C-107 (MR-21) 12.3.16.1	Mechanisms available to CLECs to submit trouble tickets as to the form that jeopardy notices will take for both electronically submitted troubles and manually submitted troubles. Per SGAT § 12.3.16.1: ➤ Qwest is to notify the CLEC that a trouble report commitment, whether an appointment or interval, has been or is likely to be missed in substantially the same time and manner. ➤ At CLEC’s option, depending on how the CLEC is interfacing with Qwest, notification may be sent by an e-mail or fax through the electronic interface.	Closed

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	<ul style="list-style-type: none"> ➤ CLEC may telephone Qwest repair center or use electronic interface to obtain jeopardy status. ➤ Qwest is to notify CLEC in substantially the same time and manner as Qwest provides for itself, its end-user customers, its affiliates, and any other party, CLEC when a trouble report commitment (appointment or interval) has been or is likely to be missed. 	
GT&C-108 (MR-22) 12.3.16.1	Parity for notification of troubles. Notification to be in substantially the same time and manner as Qwest provides to itself.	Closed
GT&C-109 (MR-23) 12.3.17.1	Implications of a CLEC not being able to definitively isolate a trouble to Qwest's network. Process requires that CLEC isolates trouble to the extent possible, and only refers trouble reports to Qwest that involve Qwest facilities. For service and facilities where the capability to test all or portions of the Qwest network service or facility rests with Qwest, Qwest will make such capability available to CLEC to perform appropriate trouble isolation and screening.	Closed
GT&C-110 (MR-24) 12.3.17.1	Consistent trouble patterning language. Agreement that CLECs need to screen and test trouble and determine Qwest network involvement before trouble report is passed to Qwest.	Closed
GT&C-111 (MR-25) 12.3.18.2	Time-bound repair completions on manually reported trouble reports. CLEC propose one-hour notification of trouble report completions. Qwest observes that this capability currently exists for "design service." For "non-design service," this could be problematic, as Qwest technicians may or may not be able to report the closure of a ticket within an hour interval. SGAT § 12.3.18.2, adds the parity language "in substantially the same time and manner as Qwest provides to itself, its end-user customers, its affiliates, and any other parties" and deletes "as soon as practical after the completion." Notification of trouble report status change is to be provided via the electronic interface.	Closed
GT&C-112 (MR-26) 12.3.18.2	Time-bound repair completions on manually reported trouble reports. Agreement reached in MR-25 also appropriate for MR-26	Closed
GT&C-113 (MR-27) 12.3.19	Change of subsection title to "End User Responsibilities" Requested change incorporated	Closed
GT&C-114 (MR-28) 12.3.19.2	"Proof" that Qwest technicians are trained as to nondiscriminatory behavior when technician is interacting with CLEC customer. Qwest contends that virtually all technicians that have contact with CLEC end-user customers have signed the Code of Conduct, or have been briefed by manager during one-on-one session. Violation of Code of Conduct results in appropriate disciplinary action, subject to Union-related constraints. (Union requirements have to be honored before information can be transferred to CLEC.)	Closed
GT&C-115 (MR-29) 12.3.19.3	CLEC as Qwest point of contact. Qwest recognizes the CLEC as designated "customer of record."	Closed
GT&C-116 (MR-30) 12.3.20.1	Call to Repair Center answered in "substantially" the same time and manner. Word "substantially" removed.	Closed
GT&C-117 (MR-31) 12.3.22.4	Use and update of Qwest's ICONN database on a nondiscriminatory basis. SGAT updates language to delete inconsistencies and bring into line with current practices. Will update Website where ICONN database can be accessed.	Closed

Issue ID COIL # & SGAT	Description of Issue and Resolution	Status
GT&C-118 (MR-32) 12.3.23.1	Description of major switch maintenance activities; and providing notice of planned maintenance and upgrade events. Per SGAT §§ 12.3.23.1 and 12.3.23.2, schedules and status of switch conversions and generic upgrades locations are provided in the ICONN database. Locations of equipment additions are cited in the “Disclosures” database.	Closed
GT&C-119 (MR-33) 12.3.23 12.3.23.2.1 12.3.23.2.2 12.3.23.2.3 12.3.23.2.4 12.3.23.2.5 12.3.23.2.6 12.3.24	Clarification of circumstances related to “quiet time,” an interval when no orders with due-dates in the specified period will be accepted in order to implement switch conversions. Qwest recognizes the need to accommodate CLECs under these circumstances and will accept and process “supplemental orders” from CLECs with due dates that fall within the quiet period. In this context: ➤ SGAT § 12.3.23.2.1 defines orders that will be accepted under special circumstances (e.g., emergency service) during the quiet period. ➤ SGAT § 12.3.23.2.2 ensures parity with respect to notification, as cited in the ICONN database. ➤ SGAT §§ 12.3.23.2.3 and 12.3.23.2.4, specify fixed time periods by which CLECs have to provide TGSRs and ASRs to Qwest to enable conversion of trunks over to the new switch. In conjunction with switch conversion, Qwest must issue trunk disconnects to the CLECs for the old switch trunk reconnections trunks for the new switch. ➤ SGAT § 12.3.23.2.5 requires Qwest to provide notification with the TGSR before the conversion at the minimum 90 of days. The term “embargo” is to be replaced by the term “moratorium,” consistent with the ICONN database. The ICONN Database and associated website is to be updated to provide CLECs with information available to Qwest organization. At issue is whether an order will be rejected if it's submitted within the 45 days embargo period, versus having a due date within that 45 days. Procedures were developed to facilitate service order processing during switch conversion “service order embargo periods”. Qwest stated that it pursued solutions to address specific problems CLECs had encountered at the “Denver North” switch and agreed to look at the service order processing environment associated with switch embargoes related to switch conversions in general. CLECs and Qwest collaboratively developed service order practices that address the needs of both parties. A new section, SGAT § 12.3.24, Switch and Frame Conversion Service Order Practices” identifies the types of orders that may be processed during switch embargo quiet periods immediately preceding and following switch conversions. This will in turn enable orders that are pending or in process to be “backed out” of the queue. In addition moratorium periods before the switch conversion related to LIS trunks are reduced from a 45-day “embargo period” to 30 days.	Closed
GT&C-120 (MR-34) 12.3.23.2	Linking “maintenance window” to IMA availability Concern withdrawn.	Closed
GT&C-121 (MR-35) 12.3.23.3	Notice of maintenance that could possibly impact CLEC. New language incorporated in SGAT § 12.3.23.2 to address issue of providing advanced notice to CLECs of any maintenance activities that might impact CLECs ordering practices. Qwest to provide such notification of any and all maintenance activities that may impact CLEC ordering practices, and related embargoes, moratoriums and quiet periods, in substantially the same time and manner with respect to parity.	Closed

Issue ID COIL # & SGAT	Description of Issue and Resolution	Status
GT&C-122 (MR-36) 12.2.2.1	Assurance that Qwest will not close the trouble report for designed services prior to verification from CLEC that trouble is cleared. SGAT § 12.2.2.1 modified to include: For designed services, Qwest will not close trouble report prior to CLEC notification that trouble is cleared.	Closed
GT&C-123 (MR-37) 12.2.12.1 12.3.12.3	Assurance that clearance of trouble reports for non-designed services are effectively expedited. Qwest observes troubles for non-designed services are normally cleared before notifying customer; and that historically, persistent trouble (three in month's time) warrants proactive response. For non-designed services (<i>e.g.</i> , POTs lines), if troubles are encountered three times within 30 days, Qwest is to treat situation as "chronic trouble" and convert to "designed service." pursuant to the process identified in 12.3.12.1. If a fourth trouble report is encountered within a rolling 30 day period (30 days from last trouble), after point where trouble becomes chronic Qwest will then verify that trouble is cleared. SGAT § 12.3.12.3 added to this effect	Closed
GT&C-124 (MR-38) 12.3.6.5 12.3.4.3	Process for handling xDSL for line sharing and UNE for verification that trouble has been cleared. Issue as to whether the repair process reflects designed services or non-designed service, in particular when POTs line is shared with xDSL. Qwest contends such processes are in place, as unbundled loops are treated as a designed service. CLECs want assurance that Qwest verifies that data-related trouble has been resolved and provided a description of process flow for trouble ticket. In this context: ➤ Agreement reached, per SGAT § 12.3.6.5, as to verification of trouble clearance. Qwest is to test to ensure electrical continuity of all UNEs, including Central Office Demarcation Point, together with services provided to CLEC prior to closing a trouble report. ➤ Agreement reached, per SGAT § 12.3.4.3 as to limits on the application of a Maintenance of Service charge. The charge is to apply only in the case where the CLEC has declined to do any trouble isolation testing whatsoever, and has requested that Qwest perform tests on its behalf.	Closed
GT&C-125 (MR-39) 12.3.14.2	Assurance that status of maintenance would be accessible to Workforce Administrator database by electronic interface. CLECs seek ability to determine the status of trouble tickets, regardless of the source of the original trouble ticket. Qwest provides that the status of manually reported troubles may be accessed by CLEC through electronic interfaces. SGAT § 12.3.14.2.	Closed
GT&C-126 (MR-40) 12.2.2.2	Qwest deletion of SGAT § 12.2.2.2, describing electronic interface gateways for reporting troubles. Encompassed in more generic language in SGAT § 2.2.2.1.	Closed
GT&C-127 (CM-1)	Clarity and accessibility of Qwest CMP documents. CLECs seek to identify all documents that purport to explain how the CMP process works. Qwest cites Exhibit H and its contents, which includes all documentation necessary to utilize the CMP process and how to participate in that process. Documents that describe how the CMP process works are available on the public domain, at URL: www.qwest.com/wholesale/CMP . The website contains sublinks to documents including: ➤ CMP Document (Exhibit G), a master document which refers to all other CMP resources. ➤ Escalation Process (Exhibit H) ➤ Change Request Prioritization Process ➤ Release Notifications Qwest intends to further clarify CMP documents are to be during the course of CMP proceedings. Deferred for consideration in CMP Review Team proceedings.	Closed (Deferred to CMP Review Team)

Issue ID COIL # & SGAT	Description of Issue and Resolution	Status
GT&C-128 (CM-2)	<p>Definition and adequacy of Qwest's escalation and dispute resolution process. CLECs state that dispute resolution is intertwined with Qwest's escalation process, which is enumerated in CMP Exhibit H. CLECs contend there is no opportunity to resolve CMP-related disputes absent a framework that recognizes that disputes, per se, can exist. CLECs argue that if a CLEC disagrees with Qwest's decision on a Change Request, an escalation process must be followed involving the Qwest management hierarchy. CLECs claim they can only voice their displeasure and but have no assurance their issues will be acted upon. CLECs contend Qwest's proposed escalation process is unduly long (up to 17 business days, and possibly 30 days in some circumstance).</p> <p>CLECs want a dispute resolution process that would be binding on all parties involved with CMP.</p> <ul style="list-style-type: none"> ➤ CLECs contend there should be an opportunity for CLECs to challenge Release Notifications, to the extent they are substantial and could adversely impact the CLECs. ➤ CLECs argue that there should be a mechanism to challenge a Systems Change Proposal if there were disagreement and, in particular, if Qwest were continues on with the change. ➤ CLECs want to streamline the escalation process so that only one person within Qwest would be responsible, with authority to bind the company and make a decision within two business days. Disputes would thereafter be resolved by the Colorado Commission. <p>Qwest contends that CMP matters subject to escalation and dispute resolution would, in fact, primarily involve CLEC-provided change requests. As such, Qwest release notifications and any other process changes would not be subject to escalation and or dispute resolution in practical terms. Qwest points out that its procedures already incorporate a provision that states "disputes that cannot be resolved within Qwest's management structure are to be referred to an independent monitor."</p> <p>Deferred for consideration in CMP Review Team proceedings.</p>	Closed (Deferred to CMP Review Team)
GT&C-129 (CM-3)	<p>Availability of five categories of changes in SBC documents.</p> <p>Deferred for consideration in CMP Review Team proceedings.</p>	Closed (Deferred to CMP Review Team)
GT&C-130 (CM-4)	<p>Performance measurements to gauge effectiveness of for Change Management Process per se.</p> <p>Deferred for consideration in CMP Review Team proceedings.</p>	Closed (Deferred to CMP Review Team)
GT&C-131 (CM-5)	<p>Repair process, per se, subject to change management.</p> <p>Deferred for consideration in CMP Review Team proceedings.</p>	Closed (Deferred to CMP Review Team)
GT&C-132 (CM-6)	<p>Frequency of scheduled CMP meetings.</p> <p>Deferred for consideration in CMP Review Team proceedings.</p>	Closed (Deferred to CMP Review Team)

Issue ID COIL # & SGAT	Description of Issue and Resolution	Status
GT&C-133 (CM-7)	Subjecting Qwest-generated Change Requests to CMP. Deferred for consideration in CMP Review Team proceedings.	Closed (Deferred to CMP Review Team)
GT&C-134 (CM-8)	Definition of a proprietary Change Request. Deferred for consideration in CMP Review Team proceedings.	Closed (Deferred to CMP Review Team)
GT&C-135 (CM-9)	Availability of EDI draft worksheets. Deferred for consideration in CMP Review Team proceedings.	Closed (Deferred to CMP Review Team)
GT&C-136 (CM-10)	Extent of CLEC input into the development of the Change Management Processes, per se. Deferred for consideration in CMP Review Team proceedings.	Closed (Deferred to CMP Review Team)
GT&C-137 (CM-11)	Combined with CM-2.	Closed
GT&C-138 (CM-12)	CLEC ability to “vote” on EDI Change Requests. Deferred for consideration in CMP Review Team proceedings.	Closed (Deferred to CMP Review Team)
GT&C-139 (CM-13)	Scope of CMP. Deferred for consideration in CMP Review Team proceedings.	Closed (Deferred to CMP Review Team)
GT&C-140 (CM-14)	Whether Contents of Exhibit G should be included in SGAT. Deferred for consideration in CMP Review Team proceedings.	Closed (Deferred to CMP Review Team)
GT&C-141 (CM-15)	Whether Contents of Exhibit H should be included in SGAT. Deferred for consideration in CMP Review Team proceedings.	Closed (Deferred to CMP Review Team)
GT&C-142 (CM-16)	Means of distinguishing issues that warrant consideration in CMP, as contrasted with matters appropriately resolved between Qwest and individual CLECs. Deferred for consideration in CMP Review Team proceedings.	Closed (Deferred to CMP Review Team)
GT&C-143 (CM-17)	Processes for notification of CLECs, and adequacy of that process. Deferred for consideration in CMP Review Team proceedings.	Closed (Deferred to CMP Review Team)

Issue ID COIL # & SGAT	Description of Issue and Resolution	Status
GT&C-144 (CM-18)	Documents described but as yet unidentified or unknown -- which include the change request prioritization process and other links. Deferred for consideration in CMP Review Team proceedings.	Closed (Deferred to CMP Review Team)
GT&C-145 (CM-19)	Means of establishing provisioning intervals within CMP framework, if at all. Deferred for consideration in CMP Review Team proceedings.	Closed (Deferred to CMP Review Team)

APPENDIX B

LIST OF COLORADO WORKSHOP IMPASSE ISSUES

GENERAL TERMS AND CONDITIONS (INCLUDING BFR & SRP)

OPERATIONAL SUPPORT SYSTEMS

MAINTENANCE AND REPAIR FUNCTIONS

CHANGE MANAGEMENT PROCESS

Workshop Issue ID No. GT&C-5 (G-5)

Whether SGAT § 1.7.2 as proposed by AT&T should be included in Qwest's SGAT. Whether or not CLECs can adopt new Qwest product offering without negotiating new SGAT or Interconnection Agreement terms and conditions.

Workshop Issue ID No. GT&C-8 (G-8)

Whether or not Qwest should have the right to disclose aggregated CLEC forecast information.

Workshop Issue ID No. GT&C-62a (G-62a)

Whether or not adequate assurance has been given as to protection of confidential data provided to Qwest. This issue is related to Issue G-8.

Workshop Issue ID No. GT&C-62b (G-62b)

Whether or not Qwest's proposed use of aggregated CLEC data is appropriate. This issue is related to Issue G-8.

Workshop Issue ID No. GT&C-10 (G-10)

Whether or not Qwest indemnification of CLEC customer claims, as well as CLEC problem-solving costs, is appropriate. Whether or not there should be indemnification as to "Acts or Omissions." Whether or not the service provider whose end-user makes the claim is responsible for indemnification. Whether or not Qwest should indemnify CLECs for payment made to end-use customers for failure to meet Commission ordered rules or fines.

Workshop Issue ID No. GT&C-11 (G-11)

Whether or not the BFR process is appropriate. Whether or not Qwest should establish explicit criteria for converting BFRs to "standard product offerings" for inclusion in the SGAT. Whether or not expansion of the scope of the Special Request Process (SRP) beyond UNE and UNE combinations is warranted. Whether or not the methodology for establishing BFR rates is appropriate.

Workshop Issue ID No. GT&C-23 (G-23)

Whether changes in statutes, regulations, rules, tariffs, technical references, etc., should automatically amend the SGAT.

Workshop Issue ID No. GT&C-24 (G-24)

Whether or not the means of updating the SGAT to incorporate "changes in law" is appropriate.

Workshop Issue ID No. GT&C-25 (G-25)

Whether or not adequate means of resolving conflicts between the SGAT and other Qwest documents have been established; especially changes that may or may not have gone through the CMP, which abridge or expand CLEC rights under the agreement.

Workshop Issue ID No. GT&C-27 (G-27)

Whether or not the definition of “legitimately related” is suitable.

Workshop Issue ID No. GT&C-22b (G-22b)

Whether or not Qwest is in compliance with the law as to identification of specific provisions that are “legitimately related” to other provisions CLEC seeks to import from another contract. This issue is related to Issue G-27.

Workshop Issue ID No. GT&C-35a (G-35a)

Whether or not the limitations of liability provisions of the SGAT are appropriate. Whether or not limit of liability should extend to CLEC payments to third parties incurred as a result of Qwest’s failure to perform. Whether or not PAP and liability issues are coupled when service quality rules or other regulatory requirements are also entailed. Whether or not there are conflicts between the Fraud Section of the Limitation of Liability Section and the “revenue protection” language of the SGAT.

Workshop Issue ID No. GT&C-38 (G-38)

Whether or not CLECs may impose conditions on Qwest when it seeks to assign or sell assets or exchanges to third parties.

Workshop Issue ID No. GT&C-50d (G-50d)

Whether fraud and fraud protection provisions are appropriate.

Workshop Issue ID No. GT&C-51 (G-51)

Whether or not CLECs may conduct an audit of Qwest’s general performance; if so, the scope of such an audit; and relationship of audit and PAP. Whether or not audit costs should be apportioned or assigned based on the audit outcome.

Workshop Issue ID No. GT&C-52 (G-52)

Whether or not the term associated with an imported section should be linked to the term of SGAT or to term of the contract from which the section was imported.

Workshop Issue ID No. GT&C-30a (G-30a)

Whether or not a two-year SGAT term of agreement should be in effect, contrasted with a three-year agreement with possible extensions. This issue was resolved after the completion of the Workshop by consensus agreement for language in SGAT § 5.2 et. seq.

Workshop Issue ID No. GT&C-30b (G-30b)

Whether or not Qwest can initiate negotiations for a new SGAT and the means of doing so. This issue was resolved after the completion of the Workshop by consensus agreement for language in SGAT § 5.2 et. seq.

Workshop Issue ID No. GT&C-85 (OSS-23)

Whether or not the provisions of SGAT § 12.2.11 regarding cost recovery for OSS start up charges are appropriate and proper.

APPENDIX C

DOCKET NO. 97I-198T Commission Staff Report – Volume VI

LIST OF INTERVENORS

	Intervenor	Abbreviation
1.	AT&T Communications of the Mountain States	AT&T
2.	Colorado Office of Consumer Counsel	OCC
3.	COVAD Communications Company	COVAD
4.	MCI WorldCom, Inc.	WorldCom
5.	New Edge	New Edge
6.	XO Colorado	XO
7.	Yipes/Yipes Transmission, Inc.	Yipes

APPENDIX D

DOCKET NO. 97I-198T Commission Staff Report – Volume VI

LIST OF ORDER AND DECISION REFERENCES

<u>Order or Decision</u>	<u>Abbreviation</u>
<i>Telecommunications Act of 1996, Pub. L. No. 104-104, 110 Stat. 56, codified at 47 U.S.C. §§ 151 et. seq.</i>	(The Act)
<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 § 271 of the Telecommunications Act of 1996 to Provide In-Region, InterLATA Services in Texas, Memorandum Opinion and Order, CC Docket No. 00-65, FCC 00-238, (rel. June 30, 2000)</i>	(SBC Texas Order)
<i>In the Matter of Application of Bell Atlantic New York for Authorization Under § 271 of the Communications Act to Provide In-Region, InterLATA Service in the State of New York, Memorandum Opinion and Order, CC Docket No. 99-295, FCC 99-404 (rel. Dec. 22, 1999).</i>	(Bell Atlantic New York Order)
<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, Memorandum Opinion and Order, CC Docket No. 97-137, FCC 97-298 (rel. Aug. 19, 1997).</i>	(Ameritech Michigan Order)
<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, Memorandum Opinion and Order, CC Docket No. 98-121, 13 FCC Rcd 20599.</i>	(Second BellSouth Louisiana Order)
<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, 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>In the Matter of the Implementation of the Local Competition Provisions of the Telecommunications Act of 1996, 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>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, 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>In the Matter of Implementation of the Local Competition Provisions of the Telecommunications Act of 1996, Third Report and Order and Fourth Further Notice of Proposed Rulemaking, CC Docket No. 96-98, FCC 99-238 (rel. Nov. 5, 1999).</i>	(UNE Remand Order)

Order or Decision

Abbreviation

<i>In the Matter of Implementation of the Local Competition Provisions of the Telecommunications Act of 1996</i> , Supplemental Order Clarification, CC Docket No. 96-98, FCC 99-370, (rel. Nov. 24, 1999)	(Supplemental Order)
<i>In the Matter of Implementation of the Local Competition Provisions in the Telecommunications Act of 1996</i> , CC Docket No. 96-98, and Inter-Carrier Compensation for ISP-Bound Traffic, CC Docket No. 99-68, FCC 99-38, 14 F.C.C.R. 3689 (1999).	(ISP Order)
<i>In the Matter of Deployment of Wireline Services Offering Advanced Telecommunications Capability</i> , First Report and Order and Further Notice of Proposed Rulemaking, FCC 99-48, CC Docket No. 98-147.	(First Advanced Services Order)
<i>FCC Report and Order, Administration of the North American Numbering Plan</i> , CC Docket 92-237, released July 13, 1995.	(NANP Order)
<i>Implementation of Section 703(e) of the Telecommunications Act of 1996, Amendment of the Commission's Rules and Policies Governing Pole Attachments</i> , CS Docket No. 97-151, 13 FCC Rcd 6777 (1998), <i>vacated in part, Fulf Power Company v. FCC</i> , 208 F.3d 1263 (11 th Cir. 2000)	(Pole Attachment Tele-communications Rate Order)
<i>Competitive Telecommunications Ass'n v. FCC</i> , 177 F.3d 1068 (8 th Cir. 1997)	(8th Circuit)
<i>Iowa Utils. Bd. v. FCC</i> , 120 F.3d 753 (8 th Cir. 1997)	(Iowa Utils v. FCC)
<i>In the Matter of the Investigation into U S WEST Communications, Inc.'s Compliance With § 271(C) of the Telecommunications Act of 1996</i> . Docket No. 97I-198T, Decision No. C99-1328 (mailed Dec. 7, 1999).	(Order on Notice)
<i>In the Matter of the Investigation into U S WEST Communications, Inc.'s Compliance With § 271(C) of the Telecommunications Act of 1996</i> . Docket No. 97I-198T, Decision No. C00-420 (mailed April 25, 2000).	(First Procedural Order)
<i>In the Matter of the Investigation into U S WEST Communications, Inc.'s Compliance With § 271(C) of the Telecommunications Act of 1996</i> . Docket No. 97I-198T, Decision No. R00-612-I (mailed June 5, 2000).	(Second Procedural Order)
<i>In the Matter of the Petition of Sprint Communications Company L.PAGE for Arbitration Pursuant to U.S. Code Sec. 252(B) of the Telecommunications Act of 1996 to Establish an Interconnection Agreement with U S WEST Communications, Inc.</i> , Docket No. 00B-011T, Decision No. C00-479 (mailed May 5, 2000)	(Sprint Arbitration)

APPENDIX E

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LIST OF EXHIBITS

<u>Exhibit</u>	<u>Exhibits Identified at June 19 - 22, 2001 Workshop</u>
6-Qwest-1	Orrel Testimony
6-Qwest-2	Orrel Rebuttal
6-Qwest-3	Orrel Errata, June 11, 2001
6-Qwest-4	SGAT “Lite”
6-Qwest-5	Proposed SGAT Language § 12.3
6-Qwest-6	Maintenance & Repair Performance Data
6-Qwest-7	ROC Critical Milestones – effective 6/15/01
6-Qwest-8	Proposed SGAT Language § 12.3.23.2
6-WCOM-9	Schneider Testimony
6-WCOM-10	Balvin Testimony
6-ATT-11	Hydock Affidavit
6-ATT-12	Finnegan Affidavit
6-ATT-13	Qwest Escalation Process
6-XO-14	Comments of David LaFrance 5/21/01
6-Yipes-15	Comments of Yipes Transmission on Karen A. Stewart
6-Covad-16	Comments of Michael Zulevic
6-Qwest-17	Qwest Maintenance Process
6-Qwest-18	Proposed SGAT Language § 12.3.4.1
6-Qwest-19	Proposed SGAT Language § 12.3.4.3
6-Qwest-20	Proposed SGAT Language § 12.3.6.3
6-Qwest-21	Proposed SGAT Language §§ 12.3.8.1.3 and 12.3.8.1.5
6-Qwest-22	Confidential “Job Aids”
6-Qwest-23	Demarcation Point definition
6-Qwest-24	Maintenance of Service charges definition
6-Qwest-25	Direct Testimony of Brotherson dated April 23, 2001
6-Qwest-26	Supplemental Testimony of Brotherson dated May 11, 2001
6-Qwest-27	Rebuttal Testimony of Brotherson dated June 4, 2001
6-Qwest-28	Proposed SGAT Language § 5.1.3
6-Qwest-29	Index with Proposed Language packet

Exhibit**Exhibits Identified at June 19 - 22, 2001 Workshop**

6-WCOM-30	Late Filed Exhibit of Red-lined 6Q27 from Arizona
6-Qwest-31	Proposed SGAT Language § 5.16.
6-Qwest-32	Proposed SGAT Language § 12.3.10.2
6-Qwest-33	Proposed SGAT Language § 12.3.12.2
6-Qwest-34	Proposed SGAT Language § 12.3.13.3.
6-Qwest-35	Proposed SGAT Language § 12.3.16.1
6-Qwest-36	Proposed SGAT Language § 12.3.23.2
6-Qwest-37	ICONN Database
6-Qwest-38	SGAT § 12.3.10.2 Revised
6-Qwest-39	SGAT § 12.3.12.2 Revised
6-Qwest-40	SGAT § 12.3.16.1 Revised
6-Qwest-41	SGAT § 12.3.13.3 Revised
6-Qwest-42	SGAT § 12.3.12.3
6-Qwest-43	SGAT § 12.3.14.2
6-Qwest-44	SGAT § 12.3.12.3 Revised
6-Qwest-45	Affidavit of James Allen May 10, 2001
6-Qwest-46	Rebuttal filed June 6, 2001
6-Qwest-47	Qwest Change Management Process
6-Qwest-48	Packet of SGAT Language Changes
6-Qwest-49	Proposed SGAT Language § 12.1.1
6-Qwest-50	Proposed SGAT Language § 12.2.1.4
6-Qwest-51	Proposed SGAT Language § 12.2.1.4.2
6-Qwest-52	Section 17.0 – Bona Fide Request Process
6-Qwest-53	Exhibit F
6-Qwest-54	Exhibit I
6-ATT 55	Qwest Corp Responses to ATT First Set of Informal Discovery
6-Qwest-56	Packet of GT&C Exhibits

Exhibit**Exhibits Identified at August 21-24, 2001 Workshop**

6-Qwest-57	Open/Impasse issues list
6-Qwest-58	Consensus on Issues for M&R
6-Qwest-59	Consensus on Issues for OSS
6-Qwest-60	Consensus on Issues for General Terms
6-Qwest-61	SGAT Lite

Exhibit**Exhibits Identified at August 21-24, 2001 Workshop**

6-Qwest-62	Proposed Language for § 2.1
6-Qwest-63	Proposed Language for § 2.3.1
6-Qwest-64	BFR Process Flow
6-Qwest-65	Special Request Process Flow
6-Wcom-66	Supplemental testimony of Balvin 7/2/01
6-Wcom-67	Comments on Qwest's CMP Process sent by e-mail week of July 2, 2001
6-ATT-68	ATT Issues List
6-Qwest-69	CMP Issues List
6-ATT-70	Proposed SGAT Language for new § 1.7.2. (at impasse)
6-ATT-71	Affidavit of James Tade
6-ATT-72	Proposed Language for SGAT § 5.12.2
6-Qwest-73	SGAT Language for §§ 5.4.2 and 5.4.3
6-Qwest-74	SGAT Language for § 9.7.5.2.2
6-Covad-75	Comments on CMP
6-Qwest-76	Working Draft (8-17-01) of Definitions for SGAT
6-Qwest-77	Definition of Exchange Access
6-Qwest-78	SGAT Language for § 12.2.1.9.7
6-Qwest-79	SGAT Language for § 5.16.3
6-Qwest-80	SGAT Language for § 5.16.9
6-Qwest-81	Import of Transcripts and Exhibits on General Terms & Conditions from AZ
6-Qwest-82	Import of Transcripts and Exhibits on General Terms & Conditions from WA
6-Qwest-83	Import of Transcripts & Exhibits on General Terms & Conditions from Multi-State
6-ATT-84	Import of Transcript of Gary Klug
6-Qwest-85	New SGAT language for § 11.23
6-Qwest-86	Proposed SGAT Language for § 11.34
6-Qwest-87	Definition of Switch
6-Qwest-88	SGAT § 5.16.9.1.1
6-Qwest-89	Affidavit of Karen Stewart
6-Qwest-90	Schedule of Working Sessions on CMP
6-Qwest-91	Revised SGAT Language for § 11.23
6-Qwest-92	Definition of "Rate Center"
6-Qwest-93	SGAT Language for § 5.2.2

APPENDIX F

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LIST OF ACRONYMS

<u>Acronym</u>	<u>Meaning</u>
ADSL	Asymmetric Digital Subscriber Loop
AIN	Advanced Intelligent Network
ALI	Automatic Location Identification
ALI/DBMS	Automatic Location Identification/Database Management System
AMSC	Account Maintenance Support Center
ASR	Access Service Request
ATIS	Alliance for Telecommunications Industry Solutions
ATM	Asynchronous Transfer Mode
BFR	Bona Fide Request
CCSACS	Common Channel Signaling Access Capability Service
CEMR	Customer Electronic Maintenance and Repair
CFA	Connecting Facility Arrangement
CMP	Change Management Process
CLLI	Common Language Location Indicator
CNUM	Customer Number
COIL	Colorado Issues List
COT/NT	Central Office Technician/Network or Field Technician
CPE	Customer Premises Equipment
CR	Change Request
CRBSAB	Customer Repair Center Answering Bureau
DD	Due Date

<u>Acronym</u>	<u>Meaning</u>
DID	Direct Inward Dialing
DLC	Digital Loop Carrier
DLR	Design Layout Report
DSLAM	Digital Subscriber Line Access Multiplexer
DTT	Direct Trunk Transport
EAS	Extended Area Service
EB-TA	Electronic Bonding – Trouble Administration
EDI	Electronic Data Interexchange
EF	Entrance Facility
ETC	Eligible Telecommunications Carrier
FDP	Fiber Distribution Panel
FDT	Frame Due Time
FOC	Firm Order Confirmation
FOT	Fiber Optic Terminal
GUI	Graphics User Interface
HFPL	High Frequency Portion of the Loop
HVAC	Heating, Ventilation, and Air-conditioning
ICB	Individual Case Basis
ICDF	Interconnection Distribution Frame
IDLC	Integrated Digital Loop Carrier
IDSL	Integrated Digital Subscriber Line
IMA	Interconnection Mediated Access
INA	Integrated Network Access
INP	Interim Number Portability
IOF	Interoffice Facilities
IPG	Integrated Pair Gain

<u>Acronym</u>	<u>Meaning</u>
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
LMOS	Loop Maintenance Operations Sysytem
LNP	Local Number Portability
LOA	Letter of Authorization
LPC	Loop Provisioning Center
LSA	Line Side Attribute, also known as the 10-digit unconditional trigger
LSMS	Local Service Management System
LSPLIT	Line Splitting
LRN	Location Routing Number
LSR	Local Service Request
MDF	Main Distributing Frame
MLT	Mechanized Loop Test
MSA	Metropolitan Statistical Area
MTE	Multiple Tenant Element
NANC	North American Numbering Plan Administrator
NANPA	North American Numbering Plan Administrator
NC/NCI	Network Channel/Network Channel Interface Codes
NEBS	Network Equipment Building System

<u>Acronym</u>	<u>Meaning</u>
NENA	National Emergency Number Association
NID	Network Interface Device
NIMC	Network Installation and Maintenance Committee
NIRC	Network Reliability and Interoperability Council
NPAC	Number Portability Administration Center
OBF	Ordering and Billing Forum
OSS	Operations Support System
PAP	Performance Assurance Plan
PCAT	Product Catalog (New IRRG Nomenclature)
PIC	Primary Interexchange Carrier
PID	Performance Indicator Definitions
PLU	Percent Local Usage
POA	Proof of Authorization
POI	Point of Interconnection (or Interface)
POLR	Provider of Last Resort
QCCC	Quality Coordinated Control Center
QPF	Quote Preparation Fee
RCHC	Repair Call Handling Center
ROC	Regional Oversight Committee
RSU	Remote Switching Unit
SGAT	Statement of General Terms and Conditions
SMC	Spectrum Management Classes
SMS	Service Management Systems
SOA	Service Order Administration
SOP	Service Order Processor
SPID	Service Provider Identification

<u>Acronym</u>	<u>Meaning</u>
SPOT	Single Point of Termination
SRP	Special Request Process
STP	Signaling Transfer Points
TAG	Common Language Technical Advisory Group
TELRIC	Total Element Long Run Incremental Costs
TGSR	Trunk Groups Servicing Request
UDIT	Unbundled Dedicated Interoffice Transport
UDLC	Universal Digital Loop Carrier
UNE	Unbundled Network Element
UNE-P	UNE-Platform
WFA	Work Force Administrator database
xDSL	Digital Subscriber Line of Unspecified Bandwidth