

**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 V**

**COMMISSION STAFF REPORT ON  
QWEST'S COMPLIANCE WITH**

**CHECKLIST ITEMS:**

**No. 2 – Access to Unbundled Network  
Elements (Access to NIDs)**

**No. 4 – Access to Unbundled Local Loops  
(Including Line Splitting)**

**No. 11 – Local Number Portability**

**FINAL REPORT  
JANUARY 28, 2002**

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## I. INTRODUCTION

1. This is the fifth in a series of reports prepared by the Colorado Public Utilities Commission (Commission or PUC) in Docket No. 97I-198T, which is the investigation into the compliance of Qwest Communications, Inc. (Qwest, formerly known as U S WEST Communications, Inc. [U S WEST]<sup>1</sup>) with the requirements of § 271 of the Telecommunications Act of 1996 (the Act).<sup>2</sup>
2. The Staff reports will be filed with the Commission for consideration and are part of the factual record in this proceeding. The Commission directed the 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; *SBC Texas Order* at ¶ 11. The workshops served to identify and focus issues, to develop consensus resolution of issues where possible, and to frame clearly those issues that could not be resolved and reached impasse among participants. Impasse issues will be addressed through the dispute resolution process agreed to by the participants and ordered by the Commission for this investigation and will be considered by the Commission in order to resolve the impasse. The Commission's resolution of the issues will be memorialized in the Volume VA report. Volume V in the series of reports addresses

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<sup>1</sup> 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.

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

Workshop 5, which dealt with § 271 Checklist Item No. 2 (Access to Unbundled Network Element – Network Interface Devices), Checklist Item No. 4 (Access to Unbundled Local Loops, including Line Splitting), and Checklist Item No. 11 (Local Number Portability).

3. The Colorado Commission is participating in the regional test of Qwest's Operations Support Systems (OSS) by the Regional Oversight Committee (ROC).
4. 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.
5. The final Staff assessment of Qwest's compliance with the requirements of Checklist Item Nos. 2, 4, and 11 will be made upon the completion of the ROC OSS Test when those test results are incorporated into this Colorado proceeding. Staff also will consider in its compliance assessment any other evidence, including Colorado-specific commercial usage experience, that may be brought to the Commission's attention.

## **II. EXECUTIVE SUMMARY**

6. Colorado Workshop 5 is the fifth in a series of workshops that are part of the Commission's investigation into Qwest's compliance with § 271 of the Act to obtain FCC authorization to provide in-region, interLATA services. Workshop 5 dealt primarily with the terms and conditions of Qwest's Statement of Generally Available Terms (SGAT) with regard to Checklist Item No. 2 (Access to Unbundled Network Element – Network Interface Devices), Checklist Item No. 4 (Access to Unbundled Local Loops, including Line Splitting), and Checklist Item No. 11 (Local Number Portability).
7. The technical discussions held in Workshop 5 were exhaustive and thorough. Additionally, extensive testimony and comments were filed by participants to add to the record in this investigatory proceeding. There should be no question that the terms and conditions of Qwest's SGAT were thoroughly and rigorously reviewed.
8. During the workshop, issues that could not be resolved in the collaborative process were considered to be at impasse and will be considered by the Commission in accordance with the dispute resolution process agreed to by the participants and ordered by the Commission in this docket. Volume VA in this series of Staff reports discusses the impasse issues and contains their resolution by Commission decisions. Those decisions will specify what the Commission believes is required of Qwest to achieve compliance with the requirements of the Act and the FCC with regard to the impasse issues. Certain other issues were deferred to the General Terms and Conditions Workshop (Workshop 6).

9. For Checklist Item Nos. 2 and 4, in addition to the SGAT, Qwest also must demonstrate two things. First, that the rates it proposes are just and reasonable, which will be decided in the Commission's companion cost docket (Docket No. 99A-577T). Second, that it currently provides, or is ready to provide, access to NIDs and access to local loop transmission from the central office to the customer's premises, unbundled from local switching or other services (including line splitting), in quantities that competitors may reasonably demand, and at an acceptable level of quality. For Checklist Item No. 11, in addition to the SGAT, Qwest must demonstrate that it provides local number portability in accordance with §§ 251(b)(2) and 271(c)(2)(B)(xi) and FCC rules governing local number portability. For these assessments, the Commission will rely on the results of the ROC OSS Test and any other evidence, including Colorado-specific commercial usage experience, that may be brought to the Commission's attention.

**A. CHECKLIST ITEM NO. 2 – ACCESS TO UNBUNDLED NETWORK ELEMENTS (ACCESS TO NIDS) AND CHECKLIST ITEM NO. 4 – ACCESS TO UNBUNDLED LOCAL LOOPS (INCLUDING LINE SPLITTING)**

10. Qwest asserts that it provides nondiscriminatory access to unbundled network elements (*i.e.*, NIDs) and access to local loop transmission from the central office to the customer or end user's premises, unbundled from local switching or other service elements (including line splitting), in accordance with §§ 251(c)(3) and 252(d)(1) of the Act. There are specific performance measurements in the ROC OSS test relating to these checklist items. Qwest's SGAT sets forth the rates, terms, and conditions that it proposes to satisfy the requirement that it has a concrete and specific legal obligation to provide such access in accordance with the requirements of the Act and the FCC. With regard to Checklist Item No. 4, Workshop 5 dealt with the provision of local loops generally and

line splitting specifically. Although a UNE under Checklist Item No. 2, the parties determined that it would be most efficient to address NIDs in the same workshop as Local Loops. During Workshop 5, there were 28 issues (including Local Loops, NIDs, and Line Splitting) related to Checklist Item Nos. 2 and 4 that were disputed among participants and reached impasse. These issues are characterized in the Principal Workshop Discussions and Resolution section and Appendix B of this report. The Commission will resolve these impasse issues, and that resolution will specify what the Commission believes is necessary for Qwest to achieve compliance for these issues.

11. Subject to resolution of the impasse issues by the Commission, a demonstration that the Commission's decisions have been implemented, and a demonstration that the SGAT contains the language agreed upon during the workshops, Staff believes that the terms and conditions of Qwest's SGAT otherwise meet the requirements of the Act and the FCC. The SGAT demonstrates that Qwest has a concrete and specific legal obligation to furnish appropriate access to NIDs and local loops (including line splitting). Except for the impasse issues, the terms and conditions of Qwest's SGAT regarding access to NIDs and access to local loops (including line splitting), are not otherwise disputed by participants.
12. The Commission will address the issue of rates in the cost docket.
13. The Commission will evaluate Qwest's current performance regarding access to NIDs and access to local loops (including line splitting) based upon the results of the ROC OSS Test and other evidence that may be brought to its attention.



## **B. CHECKLIST ITEM NO. 11 - LOCAL NUMBER PORTABILITY**

14. Qwest asserts that it provides local number portability in accordance with §§ 251(b) (2) and 271(c)(2)(B)(xi) and FCC rules governing local number portability. During Workshop 5, there was one issue related to Checklist Item No. 11 that was disputed among participants and that reached impasse. This issue is characterized in the Principal Workshop Discussions and Resolution section and Appendix B of this report. The Commission will resolve this impasse issue, and that resolution will specify what the Commission believes is necessary for Qwest to achieve compliance for this issue.
15. Subject to resolution of the impasse issue by the Commission, a demonstration that the Commission's decisions have been implemented, and a demonstration that the SGAT language agreed upon in the workshops is included in the SGAT, Staff believes that the terms and conditions of Qwest's SGAT otherwise meet the requirements of the Act and the FCC. The SGAT demonstrates that Qwest has a concrete and specific legal obligation to appropriately provide local number portability. Except for the impasse issue, the terms and conditions of Qwest's SGAT regarding local number portability are not otherwise disputed by participants.
16. The Commission will address the issue of rates in the cost docket.
17. The Commission will evaluate Qwest's current performance in providing local number portability in accordance with §§ 251(b)(2) and 271(c)(2)(B)(xi) and FCC rules governing local number portability based upon the results of the ROC OSS Test and other evidence that may be brought to its attention.

### **III. FINDINGS**

18. This section of the report is arranged in checklist item sequence, each of which is addressed individually in this report. The general format for the checklist item discussion includes a description of FCC requirements, followed by a discussion of Qwest's position, based on its pre-filed testimony. Competitors' positions, also based on pre-filed testimony, are then presented, followed by Qwest's response, which recites Qwest rebuttal testimony. The discussion then includes the principal discussion elements of Workshop 5, in which these checklist items were debated. The discussion concludes with Staff's statement of compliance assessment.
19. Appendix A contains a synopsis of the issues discussed in Workshop 5. Appendix B contains a brief description of the impasse issues of the workshop. Appendix C provides a list of Workshop 5 participants. Appendix D contains a list of Order and Decision References. Appendix E provides a list of Workshop 5 Exhibits. Appendix F contains a list of acronyms.

#### **A. CHECKLIST ITEM NO. 2 – ACCESS TO UNBUNDLED NETWORK ELEMENTS (ACCESS TO NID<sub>s</sub>) AND CHECKLIST ITEM NO. 4 – ACCESS TO UNBUNDLED LOCAL LOOPS (INCLUDING LINE SPLITTING)**

##### **1. FCC Requirements**

20. The FCC has defined a loop as a transmission facility between a distribution frame, or its equivalent, in an incumbent LEC central office and the demarcation point at the customer premises. The FCC elaborates, in its rules at 47 C.F.R. § 51.319(a)(1) (emphasis supplied), that the local loop is a "transmission facility between a distribution frame (or

its equivalent) in an incumbent LEC central office, and the loop demarcation point at an end-user customer premises, *including inside wire owned by the incumbent LEC.*"

21. Section 271(c)(2)(B)(iv) of the Act requires that Bell Operating Companies provide "[l]ocal loop transmission from the central office to the customer's premises, unbundled from local switching or other services." In order to establish that it is "providing" unbundled local loops in compliance with § 271(c)(2)(B)(iv), Qwest must fulfill concrete and specific legal obligation of incumbent LECs to furnish loops and must establish that it is currently doing so in the quantities that competitors demand and at an acceptable level of quality.<sup>3</sup>
22. In the *UNE Remand Order*, the FCC concluded that "LECs must provide access to unbundled loops, including high-capacity loops, nationwide" and that "requesting carriers are impaired without access to loops, and that loops include high-capacity lines, dark fiber, line conditioning, and certain inside wire."<sup>4</sup>
23. Rule 319(a)(1) further provides that the local loop element includes all features and functionalities of the loop, including, but not limited to, dark fiber, attached electronics (except those used for the provision of advanced services, such as Digital Subscriber Line Access Multiplexers), and loop conditioning.
24. Section 271(c)(1)(B)(ii) of the Act provides that a BOC must provide "[n]ondiscriminatory access to network elements in accordance with the requirements of §§ 251(c)(3) and 252(d)(1)."

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<sup>3</sup> *Bell Atlantic New York Order* ¶ 269; *Second Bell South Louisiana Order* ¶ 54.

<sup>4</sup> *UNE Remand Order* ¶ 165.

25. In its *UNE Remand Order*, the FCC identified the list of network elements that Qwest must provide pursuant to § 251(c)(3). One of these is the NID. The FCC redefined the NID to "include all features, functions, and capabilities of the facilities used to connect the loop distribution plant to the customer premises wiring, regardless of the particular design of the NID mechanism."

## 2. Qwest's Position

26. On February 12, 2001, Qwest's witness Jean M. Liston submitted an affidavit concerning Qwest's compliance with Checklist Item No. 4 (*Exhibit 5-Qwest-14*). Ms. Liston's affidavit and subsequent testimony encompasses all aspects of Qwest's position cited in this section, and the following discussion is derived in its entirety from that testimony.

### 2.1 Local Loops

27. Qwest amended SGAT § 4.34, so that the definition of "loop" was in compliance with the FCC's *UNE Remand Order*. Qwest's revised definition is as follows:

4.34 "Local Loop Transmission" or "Loop" or "Unbundled Loop" means the entire is defined as a transmission path which extends from the network interface device or facility between a distribution frame (or its equivalent) in an incumbent LEC Central Office and the loop demarcation point at an end user's premises, to the Main Distribution Frame or other designated frame or panel in a Party's Wire Center which serves the end user including inside wire owned by the incumbent LEC. The local loop network element includes all features, functions, and capabilities of such transmission facility. Those features, functions, and capabilities include, but are not limited to, dark fiber, attached electronics (except those electronics used for the provision of advanced services, such as Digital Subscriber Line Access Multiplexers), and line conditioning. The local loop includes, but is not limited to, DS1, DS3, fiber, and other high capacity loops.

*Exhibit 5-Qwest-14* at page 8.

28. As of December 31, 2000, Qwest had provisioned a total of 25,054 loops to CLECs within Colorado, as compared to 4,872 in January of that year. This represents approximately a 350 percent increase in the loops that Qwest had provisioned on behalf of CLECs in Colorado in one year. Qwest asserts that the volume of loops in service is indicative of Qwest making loops available to CLECs, consistent with FCC and § 271 requirements. *Id.* at page 9.

29. Qwest provides the following loop types in conformance with those requirements:

Basic 2/4 Wire Analog Loop (Voice Grade) - Available as a two-wire or four-wire voice grade, point-to-point configuration that is suitable for local exchange type services within the analog voice frequency range. This comprises a transmission path that provides a connection from the Qwest serving Central Office Distribution Frame or equivalent to the demarcation point at the end-user's location. Actual Loop facilities may utilize various technologies or combinations of technologies.

DS1 Capable Loop - A transmission path between the Qwest Serving Central Office Distribution Frame, or equivalent, and the demarcation point at the end-user location. The DS1 Capable Loop transports bi-directional DS1 signals with a nominal transmission rate of 1.544 Mbps and will meet design requirements specified in Technical Publication 77384.

DS3 Capable Loop - A transmission path between a Qwest serving Central Office Distribution Frame, or equivalent, and a demarcation point at an end user location. The DS3 Capable Loop transports bi-directional DS3 signals with a nominal transmission rate of 44.736 Mbps and meets design requirements specified in Technical Publications 77384 and 77324.

Basic Rate ISDN (BRI) Capable Loop - A Qwest facility with a two-wire interface that provides a transmission path from the Qwest serving Central Office Distribution Frame, or equivalent, to an end-user's demarcation point. This loop transports bi-directional, two-wire, signals with a nominal transmission rate of 160 Kbps and meets performance requirements specified in Qwest's Technical Publication 77384. This loop permits access to 144 Kbps channelized payload bandwidth for service transport.

2/4 Wire Non-Loaded Loop – A transmission path that provides a connection from the Qwest serving Central Office Distribution Frame, or equivalent, to the end-user's demarcation point. This is a metallic, wire cable pair without load coils. Depending on Network Channel (NC) and Network Channel Interface (NCI) codes specified by the CLEC, limited lengths may have bridged taps.

Asymmetric Digital Subscriber Loop (ADSL) Compatible Loop - An unbundled two-wire metallic facility that establishes a transmission path between a Qwest serving Central Office Distribution Frame, or equivalent, and the demarcation point located at the end-user's designated premise. This Loop meets performance requirements specified in Qwest's Technical Publication 77384.

xDSL Capable Loop - A two-wire facility that provides a transmission path from the Qwest serving Central Office Distribution Frame, or equivalent, to an end-user demarcation point. This loop transports bi-directional, two-wire signals with a nominal transmission rate of 160 Kbps and will meet the performance requirements specified in Qwest's Technical Publication 77384. It shall permit access to 144 Kbps unchannelized payload bandwidth for transport of services. This Loop is typically provided in the following configurations:

- (7) Non-loaded metallic loop technically qualified for BRI/ISDN transmission without need for additional equipment.
- (8) A combination of a long non-loaded metallic loop, a mid-span regenerator and Central Office power unit.
- (9) A combination of Universal Digital Loop Carrier (UDLC) channels and a qualified non-loaded metallic loop.

Dark Fiber Loop - CLECs may also obtain dark fiber loops on an unbundled basis. The full definition and provisioning process can be found at:

- (10) <http://www.qwest.com/wholesale/solutions/clecFacility/udf.html>

Qwest cites two terms, "capable" and "compatible" in the context of loop performance:

► Capable - Qwest provides assurance that the loop is going to pass a Network Channel/Network Channel Interface Codes (NC/NCI) specified signal, consistent with industry standards.

► Compatible - The loop complies with the ordered Network Channel (NC) and Network Channel Interface (NCI) Codes.

*Id.* at pages 9-12.

30. Qwest provides Extension Technology if required to bring circuits to specifications necessary for accommodation of BRI Capable Loop and xDSL-I Capable Loop services. Extension Technology makes provisions for additional regenerator placement, central office powering, required Mid-Span repeaters (if necessary), and BRITE cards in order to provision these loops. If the circuit design requires Extension Technology to meet technical standards, Qwest will add this functionality at no charge. However, if Extension Technology is not needed to meet the standards and the CLEC requests Extension Technology be added to the loop, the CLEC will be charged for the Extension Technology. Extension Technology is unique to the BRI and xDSL-I offerings, and prices are Colorado and contract specific. *Id.* at page 13.
31. Qwest will provision BRI Capable and xDSL-I capable loops and associated Extension Technology using the specifications in the Technical Publication 77384. *Id.* (During the course of the workshop process, Qwest agreed to delete specific reference to various issue versions of technical publications within the SGAT to ensure that the most recent version of any technical publication would be incorporated.)
32. Qwest will provide other fiber and high capacity loops to CLECs available on an individual case basis where facilities are available. Qwest contends this is consistent with requirements of the *UNE Remand Order*. *Id.* at page 14.

33. The loop ordering process is defined in the SGAT and in the Interconnection and Resale Resource Guide, which is now called the Wholesale Product Catalog. Qwest provided the web address to access the PCAT. *Id.*
34. Qwest described the normal CLEC ordering procedure. A CLEC initially utilizes pre-order transactions to gather the information necessary for its loop order. The CLEC may then order an unbundled loop by submitting a Local Service Request via Interconnection Mediated Access, Electronic Data Interexchange, or facsimile. The CLEC order is processed and entered into the Qwest Service Order Processor, which then issues a Firm Order Confirmation to the CLEC. *Id.* at pages 14 and 15.
35. After completing appropriate pre-order transactions, CLECs must complete an LSR for ordering loops. In that capacity, the CLEC is responsible for entering an NC/NCI code to specify the loop type, the Connecting Facility Assignment, and the desired due date. The CLEC may request a due date that either matches or exceeds the Qwest standard interval. If the CLEC requests an installation outside of the installation business-hour period of 8:00 a.m. to 5:00 p.m., additional out-of-hours charges are incurred. *Id.* at page 15.
36. The installation interval for unbundled loops varies based upon (a) the type of loop and the number of loops being installed in one location and (b) any need to condition the loop. Qwest provides CLECs with a complete list of all standard intervals in SGAT Exhibit C and the Interconnection Service Interval Guide located at <http://www.uswest.com/wholesale/guides/sig/access/index.html>.<sup>5</sup> *Id.*

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<sup>5</sup> In the Colorado Emerging Services Workshop, Qwest agreed to eliminate the difference between “High-Density” and “Low-Density” areas for purposes of installation intervals.



37. Once the CLEC has identified the appropriate installation interval for the loops being ordered, a preferred unbundled loop installation arrangement is selected from the following five available options:

- ▶ Basic Installation
- ▶ Basic Installation with Performance Testing
- ▶ Basic Installation with Cooperative Testing
- ▶ Coordinated Installation with Cooperative Testing
- ▶ Coordinated Installation without Cooperative Testing.

*Id.* at pages 16 and 17.

38. It is up to the CLEC to determine the installation option that best meets its needs. Further, if the CLEC selects a Coordinated Installation option, then an appointment time also must be entered on the LSR. *Id.* at page 17.

39. The five installation procedures are:

Basic Installation – Installation may be ordered for new or existing unbundled loops. For an existing end-user, the Basic Installation option is a "lift and lay" procedure, whereby the Central Office Technician "lifts" the loop from its current termination and "lays" it on a new termination connecting to the CLEC. For new end-user service, the Basic Installation option involves the COT and Field Technician completing circuit wiring and conducting the required performance tests to ensure the new circuit meets the required parameter limits. Test results are not provided to the CLEC. Basic Installation is assumed unless the "CHC" and "APPTIME" fields are completed or "Basic with Testing" is noted in the Remarks section of the LSR.

Basic Installation with Performance Testing – Installation may be ordered for new or existing unbundled loops. For an existing end-user, the Basic Installation with Performance Testing option is a "lift and lay" procedure. The COT and Implementor/Tester conduct the required performance tests to ensure the new circuit meets the required parameter limits. The Qwest Implementor/Tester reads these test results to the CLEC at the time the order is completed and the loop is turned over to the CLEC. For new end-user service, the Basic Installation with Performance Testing option

requires a dispatch to the end-user premise. The CST/NT complete circuit wiring and perform the required performance tests to ensure the new circuit meets the required parameter limits. The Qwest Implementor/Tester reads these test results to the CLEC on closeout. To order this service through the LSR, the CHC field is either marked "N" or left blank; and the TEST field is marked "A" (for Performance Testing).

Basic Installation with Cooperative Testing – Installation may be ordered for new or existing unbundled loops. This option is not available in the Colorado Wholesale Tariff. For an existing end-user, the Basic Installation with Cooperative Testing option is a "lift and lay" procedure with Cooperative Testing on the Due Date. The CLEC is contacted to perform a loop back acceptance test, to accept the loop, and to exchange demarcation information. For new end-user service, this option requires a dispatch to the end-user premise. The CST/NT complete circuit wiring and perform the required performance tests to ensure the new circuit meets the required parameter limits. The Qwest Implementor/Tester reads these test results to the CLEC on closeout. The CLEC is contacted on the due date to perform a loop back acceptance test, accept the loop, and exchange demarcation information. To order this service through the LSR, the CHC field is either marked "N" or left blank; and the TEST field is marked "B" (for Cooperative Testing).

Coordinated Installation with Cooperative Testing - Installation may be ordered for new or existing service. For an existing end-user, the Coordinated Installation with Cooperative Testing option is a "lift and lay" procedure with Cooperative Testing. The CLEC designates a specific "Appointment Time" when the LSR is submitted. On the Due Date (DD), at the CLEC-designated appointment time, the Qwest Implementor/Tester contacts the CLEC to ensure readiness for the Installation. The COT completes the installation in the central office. Tests requested by the CLEC are performed at this time. Any CLEC-requested unbundled loop-provisioning test not defined in the Qwest Technical Publication 77384 is billable. For new end-user service, this option requires a dispatch to the end-user premise. The CLEC designates the specific "appointment time" when the LSR is submitted. On the DD, at the CLEC-designated appointment time, the Qwest Implementor/Tester contacts the CLEC to ensure readiness for the Installation. The CST/NT complete circuit wiring and perform the required performance tests to ensure the new circuit meets the required parameter limits. The Qwest Implementor/Tester reads these test results to the CLEC on closeout. Additional tests requested by the CLEC are performed at this time. Any CLEC-requested unbundled loop provisioning test not defined in the Qwest Technical Publication 77384 is billable. To order this service through the LSR, the CHC field is marked "Y"; APPTIME is populated with a time in military format and the TEST field is marked "B" (for Cooperative Testing).

Coordinated Installation without Cooperative Testing - Installation may be ordered for new or existing service. This option is not available in the Colorado Wholesale tariff. For an existing unbundled loop, this option remains a "lift and lay" procedure (no Premise Dispatch required) but offers the CLEC the ability to coordinate the conversion activity. The CLEC designates a specific appointment time when the LSR is submitted. On the DD, at the CLEC-designated appointment time, the Implementor/Tester contacts the CLEC to notify it that the work activity is beginning. Once the work has been completed, the Qwest Implementor advises the CLEC that the "lift and lay" procedure has been completed. For new unbundled loop installations, a dispatch may be required to "tie-down" the new circuit at the end-user customer premises. The CLEC may elect to specify "no dispatch requested" since all cooperative tests are at the discretion of the CLEC. If no dispatch is required, the CLEC apprises Qwest that the technician need not stay on the premise for Coordinated Installation once the circuit is in place. As with other coordinated installation options, the CLEC must designate a specific appointment time when the LSR is submitted. On the DD, at the CLEC-designated appointment time, after the circuit is in place, the Qwest Implementor/Tester contacts the CLEC to ensure readiness for the installation. The COT completes the installation in the central office. The COT and Implementor/Tester complete the required Performance Tests to ensure the new circuit meets the required parameter limits. Test results are not provided to the CLEC. The CLEC is advised orally that the installation is complete. To order this service through the LSR, the CHC field is marked "Y"; APPTIME is populated with a time in military format; and the TEST field is marked and TEST is marked "N" (for no Cooperative Testing required).

*Id.* at pages 17-22.

40. Once Qwest has received an LSR from the CLEC, the LSR is converted to a Qwest service order and is processed using the same systems that process orders for Qwest retail service offerings. When Qwest provisions an unbundled loop for a CLEC, a central office technician is dispatched to run jumpers connecting the unbundled loop to the CLEC's facilities as specified on the LSR. Qwest has sought to make this process as close to its retail offerings as possible. However, from a provisioning standpoint, there is

no exact retail service analogue to the provisioning of an unbundled loop, as the FCC has recognized. *Id.* at pages 23 and 24.

41. In performance measurement workshops in other jurisdictions (specifically, the ROC), it had been determined that, from a provisioning perspective, the retail service comparable to unbundled loops is “POTS with a Dispatch.” ROC OSS Technical Advisory Group was satisfied initially that Qwest would meet its performance obligations for provisioning loops if it met or exceeded “Average Commitments Met” and “Installation Intervals” for “POTS with a Dispatch.” Since that time, however, the ROC has modified comparison with “Retail” and established specific performance benchmarks. Under these criteria, Qwest must provision unbundled loops, on average, by set intervals. Qwest is committed to providing unbundled loops within the required intervals and has established performance measures and processes to ensure successful provisioning. *Id.* at page 24.
42. Qwest's coordinated installation options allow a CLEC to designate a specific appointment time when Qwest is to begin the installation of an unbundled loop. Qwest observes that CLECs most often request a “Coordinated Installation” to coordinate work between Qwest and CLEC when service is associated with an existing working line. Under this arrangement, a Qwest employee coordinates activities between the CLEC and Qwest at the appointed order due date and coordinated time. Qwest places a call to the CLEC to determine if the CLEC is ready for the service to be transferred. If the CLEC indicates readiness, Qwest central office work and fieldwork are then performed. If the CLEC indicates that it is not ready, Qwest waits up to 30 minutes from the appointment time. If the CLEC is still not ready, then a new appointment (date and time) is scheduled via a supplement to the LSR. *Id.* at page 25.

43. A coordinated installation enables the CLEC to establish a specific service installation time for its customer, allowing both the CLEC and its end user to pre-plan for minimizing service interruption. This installation option establishes a critical link between Qwest and the CLEC, ensuring that the work activities are performed at the same time with only limited CLEC customer impact. *Id.* at pages 25 and 26.
44. When provisioning an unbundled loop, Qwest employs the same processes and systems normally used in providing service for its end users. As a dedicated facility, the unbundled loop is assigned a circuit identification number. A circuit order is placed and routed to inventory information systems that contain essential loop facilities data and information on connecting facilities. The order is processed by experienced Qwest employees with specialized “unbundling training,” and timely coordination with the CLEC is maintained. Qwest provides feedback on unbundled loop design to CLECs via the Design Layout Report process. *Id.* at pages 26 and 27.
45. A CLEC can report repair problems by issuing repair tickets using the Electronic Bonding-Trouble Administration system or by calling Qwest's repair center. Qwest accepts trouble reports only from the CLEC, not directly from the CLEC's customer. Upon receipt of a trouble report, a trouble ticket is created and processed using the same systems as trouble tickets for Qwest retail services. The repair technician closes the ticket when the CLEC is notified that the trouble is resolved. Qwest also advises the CLEC if no trouble is found or if the problem is not in Qwest's network. Qwest believes this process meets the requirements for maintenance and repair as outlined by the FCC. *Id.* at pages 28 and 29.

46. To ensure Qwest's compliance with unbundled loop performance requirements, Qwest, the ROC, and the CLECs have developed extensive performance measurements for monitoring Qwest's performance as to providing unbundled loops to CLECs. Performance measures are formally documented in the Performance Indicator Definitions. PIDs include a definition of each measure, the precise formula used to calculate the measure, and any exclusions. Loop performance measures primarily fall into the provisioning and the maintenance and repair categories. *Id.* at pages 29 and 30.

47. Each of the following Qwest performance measures have been agreed upon with the ROC and the CLECs:

OP-3 - Installation Commitments Met – Evaluates the extent to which Qwest installs service by the scheduled due date.

OP-4 – Installation Interval – Focuses on the average time to install service.

OP-5 – New Service Installation Quality – Evaluates the number of new orders that are trouble free for 30 days following installation. The measure focuses on the percentage of new service installations that experienced a trouble report during the period from the installation date to the date the order is posted “complete.”

OP-6 – Delay Days – Evaluates the average number of days that late orders are completed beyond the due date.

OP-7 – Coordinated "Hot Cut" Intervals – Focuses on the time involved to disconnect a customer from the Qwest network and to connect it to the CLEC's network.

OP-13 – Coordinated Cuts On Time – Evaluates the timeliness of coordinated installations and the percent of orders started prior to the scheduled time without the CLEC's approval.

OP-15 -- Interval for Pending Orders Delayed Past Due Date – Evaluates the extent to which Qwest's pending orders are late, focusing on the

average number of days the pending orders are delayed past the due date, as of the end of the reporting period.

*Id.* at pages 30 and 31.

48. Performance standards have been established for the repair and maintenance of unbundled loops. For each of the following performance measures, the ROC and the CLECs have agreed that Qwest would satisfy this checklist item if it provides repair in "substantially the same time and manner" as it does for comparable retail service:

MR-3 – Out of Service Cleared within 24 Hours – Evaluates the timeliness of “out of service repair” for 2/4-wire analog loops, 2-wire non-loaded loops, and ADSL qualified loops.

MR-4 – All Troubles Cleared within 48 Hours – Evaluates the repair timeliness of all types of trouble cases for 2/4-wire analog loops, 2-wire non-loaded loops, and ADSL qualified loops.

MR-5 – All Troubles Cleared within 4 Hours – Evaluates the timeliness of repair for 4-wire non-loaded loops, ISDN Capable DS1 Capable, and DS3 Capable loops.

MR-6 – Mean Time to Restore – Focuses on how long it takes to restore service.

MR-7 – Repair Repeat Report Rate – Focuses on the number of repeated trouble reports for the same loop received within 30 days.

MR-8 – Trouble Rate – Evaluates the number of troubles as a percentage of the total number of loops in service.

MR-9 – Repair Appointment Met – Evaluates the extent to which Qwest repairs service by the appointment date and time.

*Id.* at page 31.

## 2.2 Network Interface Devices

49. Turning to Network Interface Devices, Qwest revised SGAT § 9.5.1 to reflect the new definition of NID in the *UNE Remand Order*. As revised, and at the time of Ms. Liston's affidavit, that definition read:

The NID is defined as any means of interconnection of end-user customer premises wiring to the incumbent LEC's distribution plant, such as a cross connect device used for that purpose. An incumbent LEC shall permit a requesting telecommunications carrier to connect its own loop facilities to on-premises wiring through the incumbent LEC's network interface device, or at any other technically feasible point. The NID then carries with it all features, functions and capabilities of the facilities used to connect the loop distribution plant to the customer premises wiring, regardless of the particular design of the NID mechanism.

*Id.* at pages 33 and 34.

50. Qwest also has added language requiring all carriers to follow the National Electric Safety Code and the National Electric Code. These codes specify that all NID connections must be in compliance with FCC 88-57, NESC 315, and NEC 800-30. *Id.* at page 34.
51. Qwest represents that the FCC believes the definition of NID in its *UNE Remand Order* is all-encompassing and covers all types of technology. Thus, identifying every possible type of NID connections in the SGAT is not warranted, as it would precipitate unnecessary updates whenever technology changed and would not necessarily remain in conformance with the FCC's definition. *Id.*
52. Other changes in the NID portion of the SGAT include removal of the first sentence of SGAT § 9.5.2.1 to meet the *UNE Remand Order* definition. Qwest emphasizes that it is



not under any obligation to remove its own wires from a NID. If space were unavailable in the NID, then the CLEC has alternatives available, such as a NID-to-NID connection. The CLEC can provide a new NID or can request Qwest to provide it. Based on comments filed in other states, Qwest also made revisions to SGAT § 9.5.2. *Id.* at page 35.

53. Qwest provides unbundled access to the NID and allows competitors to connect their loops to an end user's inside wiring either via their own NID or a Qwest NID. In addition, CLECs can terminate their loop in a Qwest NID as long as there is space for the connection. If there were no spare capacity in the Qwest NID, the CLEC may access the customer wire in Qwest's NID through a NID-to-NID connection. *Id.*
54. SGAT § 9.5 gives the CLEC the option to order a modular NID to replace an existing non-modular NID for ease in testing or to cooperate in reconfiguration for creating a Single Point of Interface. Per SGAT § 9.5.3.1, Qwest will install a new NID and charge the CLEC the applicable time and material charges. *Id.* at pages 35 and 36.
55. If a Qwest technician makes field visits and a customer has the old type of protector that does not allow a customer to isolate trouble, the technician will replace the protector with a standard NID. *Id.* at page 36.
56. Qwest still retains full ownership of the NID and its associated cables and wires on the central office side of the demarcation point. SGAT § 9.5.2.2 reiterates that Qwest will retain ownership of the NID and its attached cable on the Qwest side of the demarcation point. *Id.*

## 2.3 Line Splitting

57. Qwest provides CLECs with access to Line Splitting. Under this scenario, voice service is provided by a CLEC and data service is provided by a DLEC. Line splitting issues have been discussed in the CLEC/Qwest joint sub-team, which meets on a regular basis. *Id.* at page 37.

58. Line Splitting scenarios do not incorporate Qwest's retail DSL service because:

- ▶ Line splitting occurs when CLECs and DLECs share the facility.
- ▶ Qwest does not provision its retail DSL product using UNE-P POTS lines.

*Id.* at page 38.

59. Qwest provides the same POTS splitter option for Line Splitting as it does for Line Sharing. SGAT § 9.4.2.1.6 states:

POTS splitters may be installed in Qwest Wire Centers in either of the following ways at the discretion of CLEC: (a) via the standard Collocation arrangements set forth in the Collocation Section; or (b) via Common Area Splitter Collocation as set forth in this Section.

*Id.* at pages 38 and 39.

60. Qwest contends that, under this arrangement, it meets its legal obligations regarding use of POTS splitters. Qwest permits the CLEC or DLEC to place POTS splitters in Qwest Wire Centers. Further, Qwest has developed a process flow for this service, which follows the same process as it does for Line Sharing. *Id.* at page 39.

61. The installation interval for UNE-P POTS with Line Splitting is based on the number of lines installed at the same end user premises. *Id.* at page 40. During the workshop

process, Qwest agreed to shorten some of the line splitting intervals to three days, effective July 1, 2001.

62. Qwest contends that the FCC has not required ILECs to provide line splitting using unbundled loops. For § 271 purposes, the FCC requires BOCs to make products available to meet current and reasonably foreseeable demand. Qwest argues that, since there was no known demand, and, as such, Qwest initially did not plan to create a “standardized product” for line splitting using loops. *Id.* at pages 40 and 41. Qwest later modified its position to provide line splitting using unbundled loops, called "Loop Splitting."
63. Qwest now provides CLECs with the ability to share a facility for the purposes of providing voice and data. Qwest believes its Line Splitting policy and process complies with the FCC requirements for Line Splitting. Qwest meets with CLECs on a regular basis to continue working on nondiscriminatory processes to meet the various ordering possibilities. *Id.* at pages 41 and 42.
64. Qwest examined the website of Bell Atlantic, which provides information about its products as well as its ability to handle provisioning, repair, and maintenance of unbundled loops (as described on the web at [bellatlantic.com/wholesale/htmn/ps\\_dsl\\_une.htm](http://bellatlantic.com/wholesale/htmn/ps_dsl_une.htm) and [bellatlantic.com/wholesale/htm/pdfs/prodserv/clecmps514.pdf](http://bellatlantic.com/wholesale/htm/pdfs/prodserv/clecmps514.pdf)). Qwest contends Bell Atlantic had received § 271 approval, and an examination of the site was made to compare Qwest's efforts against Bell Atlantic's efforts. Qwest states that many similarities are shared with Bell Atlantic, specifically, certain service offerings. *Id.* at page 42.

### **3. Competitors' Positions**

65. AT&T, WorldCom, Inc. (WorldCom), Covad, and Rhythms Links (Rhythms) filed testimony for Workshop 5. SunWest Communications, Inc. (SunWest) also filed testimony regarding Qwest's compliance with § 271, and its testimony was addressed in this workshop

#### **3.1 SunWest's Position**

66. On January 31, 2001, SunWest submitted its Statement of Position Opposing Qwest's Petition to Obtain Approval to Enter the In-Region InterLATA Telecommunications Market – Third and Fourth Workshops (*Exhibit 5-SunWest-21*).
67. In its Statement, SunWest raised a number of issues relating to Qwest's petition for approval to provide in-region interLATA services in Colorado. Among other things, SunWest alleged that Qwest failed to complete work necessary for the installation and initial operation of SunWest's switch in the Colorado Springs area and that Qwest failed to remedy in a timely manner service problems encountered by SunWest's customers. SunWest further alleged that Qwest improperly sought to "win back" consumers initially interested in placing orders with SunWest (*Exhibit 5-SunWest-21* at pages 3-10).
68. Of the issues raised by SunWest in its Statement and its Supplemental Statement, only one bears directly on Checklist Item No. 4. In its Statement, SunWest claimed that Qwest failed properly to "port" over several SunWest customers from Qwest, resulting in service interruptions for a number of SunWest customers. SunWest alleged that, of the first 700 lines "ported" over by Qwest to SunWest in late August through early September 2000, a significant portion experienced outages. *Id.* at pages 10-12.

69. According to SunWest, the parties held a technical coordination meeting in an effort to remedy the porting difficulties. SunWest claims that, at the coordination meeting, Qwest personnel explained to SunWest personnel that the majority of the porting problems derived from technical issues relating to Integrated Pair Gain or Integrated Digital Loop Carrier on the lines being transferred over to SunWest from Qwest. According to SunWest, its complaints were not resolved. *Id.* at pages 13-19.
70. On May 9, 2001, SunWest filed its Supplement to Statement of Position Opposing [Qwest's] Petition to Obtain Approval to Enter the In-Region InterLATA Telecommunications Market – Fifth Workshop (SunWest Supplemental Statement). This document was not entered as an exhibit. SunWest presented additional complaints regarding Qwest's provisioning of SunWest orders. SunWest claimed that between 8 and 18 percent of its porting orders involving lines with IPG/IDLC failed and that Qwest has provided conflicting instructions and information regarding the porting of IPG/IDLC lines.
71. SunWest also alleged that many of its orders involving IPG/IDLC lines, which were originally placed on "Held Order" status, were invalidated by Qwest. SunWest asserted that it incurred substantial time and expense re-submitting orders that have been invalidated and took issue with Qwest's determination that currently there are no facilities available in the Colorado Springs area to lease to SunWest.

### 3.2 AT&T's Position

72. On March 12, 2001, AT&T submitted its Revised Version of AT&T's Comments on Loops, Line Splitting, NID, and LNP concerning Qwest's compliance with Checklist Item Nos. 2, 4, and 11 (*Exhibit 5-ATT-4*).

#### 3.2.1 AT&T's Position With Respect to Local Loops

73. AT&T commented that Qwest should add a definition of the loop demarcation point and inside wire. The demarcation point should be defined as set forth in the *UNE Remand Order*: "that point on the loop where [Qwest's] control of the wire ceases, and the subscriber's control (or, in the case of some multiunit premises, the landlords' control) of the wire begins. . . . [T]he demarcation point is defined by control; it is . . . a point where [Qwest's] and a property owner's responsibilities meet." AT&T stated that Qwest's definition of "Local Loop Transmission" or "Loop" or "Unbundled Loop" in SGAT § 4.34, and again in SGAT § 9.2.1, should be revised to delete the last phrase of the first sentence, "including inside wire owned by the incumbent LEC," and to rely upon the definition of the demarcation point for distinctions of ownership and control. *Id.* at pages 10 and 11.
74. AT&T commented that SGAT § 9.2 does not take into account several requirements imposed by the Act and the FCC, particularly those set forth in the *UNE Remand Order*. AT&T further commented that Qwest's proposed terms do not discuss provision of access to unbundled loops, as defined by the FCC, in a nondiscriminatory manner. *Id.* at page 11.

75. AT&T commented that Qwest is obligated to provide digital loops, not just digital capable loops. AT&T further testified that a digital "capable" ISDN loop might be considered to be a short copper loop with no bridge taps or load coils on which loop the CLEC can install ISDN equipment to provide an actual ISDN loop. Qwest is required to provide digital loops, not merely digital capable loops. *Id.* at pages 11 and 12.
76. AT&T commented that, in SGAT § 9.2.2.1, Qwest should clarify that unbundled loops will be unbundled from local switching and transport, consistent with the requirements of the Act. AT&T further testified that Qwest should insert the words "time and manner" after "quality" in order to ensure that CLECs will receive the same quality UNE loops as Qwest provides to its own retail customers in the same area. Qwest should include the following language at the end of SGAT § 9.2.2.1: "Qwest will initiate and maintain loop provisioning processes that assure the CLEC that the Unbundled Loops the CLEC receives are at least the same quality as the loops Qwest provides to its own end-user customers in the same neighborhood." *Id.* at page 12.
77. AT&T commented that SGAT § 9.2.2.1 states that Qwest will provide loops "within a reasonable time frame and with a minimum of service disruption." AT&T stated that Qwest should describe in the SGAT its processes for "cutting over" UNE loops and should describe during the workshop the processes Qwest uses to cut over its MegaBit service as compared to the processes for cutting over UNE loops. *Id.*
78. AT&T commented that the description of analog loops in SGAT § 9.2.2 contains a frequency restriction by limiting the frequency to that "within the analog voice frequency range." AT&T testified that a CLEC should be able to utilize whatever bandwidth is

available on the loop AT&T commented that Qwest should more fully describe its plans to provide unbundled loops when DLC is used to provide the loop *Id.* at page 13.

79. AT&T commented that Qwest is required to provide all types of digital loops to a CLEC. In SGAT § 9.2.2.3 Qwest does not commit itself to providing the necessary electronics required to provide the digital capabilities of the particular loop type. AT&T further commented that, in the fourth sentence of SGAT § 9.2.2.3 and in the third sentence of § 9.2.2.3.1, Qwest states that it will determine the transmission technology by which the loop will be provided. This is contrary to the *UNE Remand Order*. Where more than one arrangement is available, CLECs should be able to select among available technologies. *Id.* at page 13.
80. AT&T commented that, in SGAT § 9.2.2.3.1, Qwest offers fiber-based and high capacity loops on an ICB. AT&T claimed that this section is inconsistent with the *UNE Remand Order*. Qwest must provide unbundled access to high capacity loops. *Id.* at page 14.
81. AT&T opposed Qwest's charging CLECs for unloading loops. AT&T commented that CLECs should not be required to pay Qwest to upgrade its Qwest network. According to AT&T, load coils should only have been used on loops over 18,000 feet. CLECs should not have to pay for the removal of load coils on loops less than 18,000 feet. AT&T claimed that it should not have to pay to remove bridge taps that were used by Qwest in the past to provide party line service. AT&T stated that Qwest should have removed old bridge taps when the party line configurations were removed. AT&T further claimed that, when Qwest removes load coils on loops over 18,000 feet, the CLEC should be



reimbursed for any conditioning charges if the customer switches service providers within one year from initial service. *Id.* at page 15.

82. AT&T commented that the first sentence of SGAT § 9.2.2.5 should read: "Basic Rate ISDN loop," with the word "capable" deleted. AT&T stated that the CLEC would be requesting an ISDN loop, not an ISDN capable loop that could be merely a conditioned copper loop. AT&T also had questions regarding the provision of extension technology. *Id.* at page 16.

83. AT&T commented that the SGAT's cross-reference to the PCAT and Technical Publications is not appropriate. AT&T stated that Qwest's references to standards, terms, and conditions in the PCAT/IRRG do not create concrete and legally binding obligations on Qwest. AT&T further testified that Qwest should modify this provision to satisfy AT&T's concerns and to include all external terms or conditions or other requirements in the text of the SGAT. *Id.*

84. AT&T commented that, in SGAT § 9.2.2.6, the word "Capable" is capitalized but is not defined. AT&T further stated that Qwest should be required to provide DS1 and DS3 loops where available and DS1 and DS3 capable loops where DS1 and DS3 loops are not available. An unloaded loop of short length may be capable of transmitting DS1 signals. AT&T commented that the term "access" also should be removed from this SGAT section. *Id.* at page 17.

85. AT&T commented that SGAT § 9.2.2.7 limits the obligation of Qwest to provision digital loops. AT&T further testified that Qwest must provide loops, including digital loops, in a nondiscriminatory manner and must provide access to any functionality of the

loop unless it is not technically feasible. AT&T stated that § 9.2.2.7 should be modified to state affirmatively that CLECs can order digital loops in areas where they are available or where it is technically feasible to provide them. AT&T proposed language, to be added at the end of § 9.2.2.7, regarding spectrum management issues:

A request by the CLEC will be treated in a nondiscriminatory manner with regard to spectrum management as Qwest treats itself or its affiliates. To the extent that industry forums have convened and recommended guidelines for the nondiscriminatory treatment of spectrum management and loop assignment within loop feeder and distribution cables, Qwest shall follow these recommendations.

*Id.* at pages 17 and 18.

86. AT&T commented that SGAT § 9.2.2.8 should be amended to reflect the type of loop qualification information and the manner in which it will be made available so that pre-qualification may be done by the requesting CLEC. AT&T proposed the addition of the following language at the end of SGAT § 9.2.2.8:

Qwest shall make available to the CLEC on a nondiscriminatory basis all loop qualification information available to Qwest. Such access shall be made available in a nondiscriminatory manner identical to that which Qwest and its affiliates use to access this data. This data includes, but is not limited to: (1) the composition of the loop material, such as fiber optics, copper; (2) the existence, location, and type of any electronic or other equipment on the loop including, but not limited to, digital loop carrier or other remote concentration devices, feeder/distribution interfaces, bridge taps, load coils, pair-gain devices, disturbers in the same or adjacent binder groups; (3) the loop length, including the length and location of each type of transmission media; (4) the wire gauge(s) of the loop; and (5) the electrical parameters of the loop, which may determine the suitability of the loop for various technologies. Qwest must supply all loop qualification information and subsequent changes to such information necessary to enable the CLEC to determine whether it can offer service to an end user based on an individual address, zip code of the end users in a particular wire center, NXX code, or any other basis on which Qwest provides such information to itself or any of its affiliates. Qwest shall

provide such information in electronic means in a format acceptable to the CLEC using interfaces to be agreed upon.

*Id.* at pages 18 and 19.

87. AT&T commented that Qwest should make available its central offices that support xDSL services on an ongoing basis. *Id.* at page 19.
88. AT&T commented that Qwest should describe its installation processes in more detail, in SGAT §§ 9.2.2.9.1 and 9.2.2.9.2. *Id.* at page 20.
89. Concerning Qwest's coordination of the cutover of loops with Qwest's number portability process, AT&T commented that the following language should be added to SGAT § 9.2.2.9:

Qwest will assure that loop cutovers are closely coordinated with number portability on both simple and complex orders. On complex orders, Qwest will assure that all facilities are in place and tested before translations are removed from the Qwest switch and before the switch is actually disconnected from the customer loop. When loop cutover dates are changed, whether due to the CLEC, Qwest, or end user-initiated changes, Qwest will assure that all number portability activity is coordinated.

*Id.* at page 21.

90. AT&T commented that greater detail must be added to SGAT §§ 9.2.2.9.3 and 9.2.2.9.4 regarding the coordinated installation process with testing. Qwest should specify the time frames in which the CLEC can postpone cutovers that have been ordered for a particular time and must be delayed due to the CLEC or end user's needs. The testing listed for digital loops is not adequate to determine if the loops are providing the digital capability required. Qwest must permit access to ISDN, DS1, DS3, and xDSL loops, in

addition to "Capable" loops or "Qualified" loops, in SGAT § 9.2.2.9.3. Furthermore, Qwest should add a provision for waiver of charges if Qwest cannot meet a designated due date, along with the procedure for rescheduling in that instance. *Id.* at pages 21 and 22.

91. AT&T commented that, in SGAT § 9.2.2.11, Qwest should explain the type of changes that might occur and any actual or contemplated changes occurring now or that will occur in the next few years. Qwest should provide examples of the kinds of modifications that would affect "network interoperability" and so require advance notice. *Id.* at pages 22 and 23.
92. AT&T commented that SGAT § 9.2.2.13 is unclear as to specification of conditions under which Qwest can access facilities and lines furnished by Qwest on the premises of the CLEC's end user. AT&T noted that CLECs have no right to give Qwest access to a customer's premises other than those rights that the CLEC may have acquired from Qwest. AT&T further testified that there is no provision in the SGAT to allow CLECs access to the unbundled loops they are using, either at the central office or at the customer premise. The SGAT affirmatively must give CLECs rights of access to the unbundled loops they are leasing, minimally at the sub-loop points of the unbundled loop *Id.* at pages 23 and 24.
93. AT&T questioned the purpose of SGAT § 9.2.2.15, which requires the CLEC to issue a disconnect order to Qwest for any loop relinquished by an end user if the loop is required by Qwest or another CLEC. *Id.* at page 24.

94. AT&T commented that SGAT § 9.2.3.3 should allow CLECs the option of selecting the transmission technology they desire, if more than one method is being used in the serving area. AT&T recommended modifying SGAT § 9.2.3.3 as follows: "CLEC will determine the specific transmission technology by which the Loop will be provided if alternatives are available." AT&T reiterated that the SGAT should be amended to afford CLECs access to ISDN, DS1, and DS loops as well as "Capable" loops. *Id.*
95. AT&T commented that Qwest should provide the rate elements for unbundled fiber loops. *Id.* at page 25.
96. AT&T commented that the description of "Miscellaneous Charges" in SGAT § 9.2.3.6 should be more specific. *Id.*
97. AT&T commented that the language in SGAT § 9.2.3.7 on Qwest's out-of-hours installations for unbundled loops should be moved to SGAT § 9.2.4.10. AT&T stated that Qwest's offered hours are too restrictive on evenings and weekends. AT&T further testified that the hours listed in SGAT § 9.2.3.7.1 do not match with the operational hours given in SGAT § 10.2.10.3, the SGAT section on number portability. AT&T provided the following comparison of the two sections:

*SGAT 9.2.3.7.1* - For purposes of this Section, Qwest's installation hours are 8:00 a.m. to 5:00 p.m., Monday through Friday. Out-of-hours installations are only 5:00 p.m. to 10:00 p.m., local time, Monday through Friday and 8:00 a.m. to 12:00 p.m., local time, Saturday.

*SGAT 10.2.10.3* - CLEC will incur additional charges for the managed cut dependent upon the FDT. The rates are based on whether the request is within normal business hours or out-of-hours. Normal business hours are 7:00 a.m. to 7:00 p.m., local time, Monday through Friday and the rate is to be a standard rate. Out-of-hours, except for Sundays and Holidays is at

the overtime rate. Sundays and Holidays are at a premium rate. Exhibit A of this Agreement contains rates for coordinated out-of-hours cuts.

*Id.* at pages 25 and 26.

98. AT&T disagreed with the statement in SGAT § 9.2.3.7.5 that overtime rates will apply to out-of-hours installations. *Id.* at page 26.
99. AT&T commented that there are issues that occur between the ordering and installation, involving the OSS interface, that require more investigation. *Id.*
100. AT&T commented that SGAT § 9.2.4.2, discussing Proof of Authorization, should be revised to reflect the new FCC guidelines. *Id.*
101. AT&T was unclear what is meant by "order" in the SGAT §§ 9.2.4.4, 9.2.4.5, and 9.2.4.6. AT&T commented that the language requiring ICB for orders in excess of 24 per location should be removed. AT&T further testified that it was concerned about the installation intervals for the various types of loops, contending that the installation intervals should be shorter. AT&T stated that Qwest should communicate with the CLEC on the status of the order through the provisioning steps. AT&T proposed that the following language be added to the SGAT:

When a CLEC places an order for Unbundled Loops with Qwest that is complete and accurate, Qwest will reply to the CLEC with a Firm Order Confirmation within the time specified in Exhibit \_\_\_. The Firm Order Confirmation will contain the commitment date that specifies the date on which service will be available. Qwest will implement adequate processes and procedures to assure the accuracy of the commitment date. If Qwest must make changes to the commitment date, Qwest will immediately communicate such changes to the CLEC by issuing a supplement or change order with the new date. This communication will clearly state the reason for the change in commitment date. In no instance will Qwest or

Qwest personnel request that the CLEC issue a supplement to the order due to a problem that Qwest has encountered in delivering its Unbundled Loop on the commitment date.

*Id.* at pages 27-29.

102. AT&T commented that language should be added to the SGAT to include a provision requiring Qwest to pay the CLEC for trouble isolation when the problem resides in the Qwest loop. AT&T further stated that CLECs have experienced a difficulty caused by rejection of service orders when differences exist between the end user's information in the LSR and the information in Qwest's records. AT&T proposed the following language to address this issue:

Qwest will accept CLEC orders as accurate when there are small and immaterial differences between the end user address on the CLEC order and the end user address in Qwest's records. When the end user combines a change in service to the CLEC with a change in address, Qwest will provide an ordering process that accomplishes this transition in an efficient and accurate manner.

*Id.* at page 29.

103. AT&T commented that Qwest should agree to work with the CLEC to resolve ongoing performance issues. AT&T proposed the following SGAT language:

Qwest will maintain detailed records of trouble reports on CLEC-ordered Unbundled Loops, comparing CLEC-provided data with internal data, and evaluate such reports on a quarterly basis to determine the cause of loop problems. Qwest will conduct a quarterly root cause analysis of problems associated with UNE loops provided to CLECs by Qwest. Based on this analysis, Qwest will take corrective measure to fix persistent and recurrent problems, reporting to the CLECs on the analysis and the process changes that are instituted to fix the problems.

*Id.* at page 30.

104. AT&T was concerned about potential conflicts or outdated information in the IRRG (or PCAT) and Qwest technical publications. AT&T further commented that it was concerned with terms contained in the non-SGAT documents which might be construed to impose additional terms and conditions on the CLEC. AT&T stated that Qwest should ensure that any such terms are incorporated into the SGAT and removed from the other documents. *Id.*

### **3.2.2 AT&T's Position With Respect to Network Interface Devices**

105. AT&T disagreed with the NID definition in SGAT § 9.5.1. AT&T commented that a NID must be available on a stand-alone basis and that Qwest must remove the first sentence of the definition. Further, AT&T commented that the SGAT must be expanded to make available the full features and functions of the NID, such as termination devices for ISDN loops. Additionally, AT&T commented that Qwest's SGAT language should be changed to identify all types of NIDs, including those kinds of network terminating devices used in multiple dwelling units or high-rise buildings or campuses to ensure that all network-terminating devices are included. AT&T proposed that the following language be substituted for the language Qwest presently provides for SGAT § 9.5.1:

The NID is defined as set forth in FCC Rule 51.319. Without limiting the foregoing, the NID includes any means of interconnection of customer premises wiring to the ILEC distribution plant, such as a cross connect device, and it includes all features, functions, and capabilities of the device or equipment used to make that connection.

*SGAT 9.5.1.1* - Although the NID provides the connection to the customer premise wiring, it may not always be located at the demarcation point where the customer premise wiring begins. Qwest shall permit CLEC to connect its own loop facilities to on-premises wiring through the Qwest NID, or at any other technically feasible point.



*SGAT 9.5.1.2* - The NID is a single-line termination device or that portion of a multiple-line termination device required to terminate a single line or circuit. The fundamental function of the NID is to terminate and provide protection to the distribution media and as a connection point to the end user's wiring or equipment.

*SGAT 9.5.1.3* - The NID features at least two independent chambers or divisions that separate the service provider's network from the inside wiring. Each chamber or division contains the appropriate connection points or posts to which the service provider and the end-user customer each make their connections. The NID provides a protective ground connection, and is capable of terminating cables such as twisted pair cable.

*SGAT 9.5.1.4* - The NID may also include test devices such as "smart NID" for DS1 or higher loops.

*Id.* at pages 36 and 37.

106. AT&T disagreed with the requirement of SGAT § 9.5.2.1 that the CLEC install its own NID when the CLEC provides its own drop (loop distribution). Qwest should remove this requirement. Further, AT&T commented that SGAT § 9.5.2.1 only gives CLECs access to the NID if space is available on the existing NID. Qwest is required to give CLECs greater access to its NID. CLECs should be able to access NIDs at any technical feasible point and manner, and CLECs must, at their option, be able to connect loops directly to Qwest's NID enclosures. AT&T proposed that the SGAT be amended as follows:

*SGAT § 9.5.2.1.1* - Qwest shall allow CLEC to connect its loops directly to Qwest's multi-line NID enclosures that have additional space and are not used by Qwest or any other Telecommunications Carrier to provide service to the premise. CLEC agrees to pay for use of the Qwest NID in accordance with the schedules set forth in Part X (Pricing) of this Agreement.

*SGAT § 9.5.2.1.2* - Qwest shall allow CLEC to use all the functionality of the Qwest NID if so desired, including any protection mechanisms, test

capabilities, or any other capabilities now existing or as they may exist in the future.

*SGAT § 9.5.2.1.3* - If a Qwest loop (drop) is being replaced by a CLEC loop (drop) CLEC may use the existing NID connection for the Qwest loop, including all of its capabilities. In such situation, the Qwest loop will be appropriately capped, tied off, or terminated to ground as desired by Qwest.

*SGAT § 9.5.2.1.4* - Where environmental conditions permit, either Party may remove the inside wire from the other Party's NID and connect that wire to that Party's own NID; or

*SGAT § 9.5.2.1.5* - Enter the subscriber access chamber or "side" of "dual chamber" NID enclosures for the purpose of extending a connectorized or spliced jumper wire from the inside wire through a suitable "punch-out" hole of such NID enclosures; or

*SGAT § 9.5.2.1.6* - Request Qwest to make other rearrangements to the inside wire terminations or terminal enclosure on a time and materials cost basis to be charged to the requesting Party (*i.e.*, CLEC, its agent, the building owner or the subscriber). Such charges will be billed to the requesting Party.

*Id.* at pages 37-39.

107. AT&T commented that Qwest should explain in more detail its requirements for replacing the NID and the charges if it does replace one. Further, Qwest should remove SGAT § 9.5.2.2 that states that Qwest will "retain sole ownership of the Qwest NID and its contents on Qwest's side." In addition, Qwest should describe its rate elements for multiple NID change-outs and should clarify its change-out policy. *Id.* at page 40.
108. AT&T commented that changes should be made to the SGAT to reflect that other kinds of NIDs, other than single-tenant NIDs, are to be made available to CLECs. *Id.*

109. AT&T commented that the order procedure in SGAT § 9.5.4, stating that stand-alone NIDs are ordered using the LSR form's remarks section, should be revised. *Id.*

### **3.2.3 AT&T's Position With Respect to Line Splitting**

110. AT&T commented that SGAT § 9.21.1 should be revised to offer line splitting over all loop-based offerings. AT&T commented that Qwest's description of line splitting should be revised to include all loop-based products and that conforming changes be made throughout SGAT § 9.21. *Id.* at page 31.
111. AT&T commented that SGAT § 9.21.1 should be modified to anticipate the several likely scenarios in which two CLECs, whether classified as the voice provider or data provider, will initiate or respond to the opportunity to provide their services over a split line. AT&T further testified that Qwest should identify a role for a "Lead CLEC" — either a voice provider or data provider — who may initiate the activities required for establishment of line splitting. *Id.* at page 32.
112. AT&T commented that SGAT § 9.21.1 describes the splitting of voice services and data services on a single line. AT&T further commented that it is more accurate to describe the splitting of a single line into high frequencies and low frequencies. *Id.* at page 33.
113. AT&T commented that it disagrees with SGAT § 9.21.2.1.2's proposal that a POTS splitter must be previously provisioned in the end user central office, presumably before any CLEC may order line splitting. *Id.*
114. AT&T commented that SGAT § 9.21.2.1.3 should be amended to state: "A CLEC providing services over the low frequency portion of the loop may provide any service

permitted by FCC rules over such low frequency portion. A CLEC providing services over the high frequency portion of the loop may provide any service permitted by FCC rules over such high frequency portion." *Id.*

115. AT&T commented that Qwest should explain the separate OSS charge, intended to be used to recover expenses for modifications to Qwest's OSS, in SGAT § 9.21.3.1.2. *Id.* at page 34.
116. AT&T commented that it was not included in the forums that developed "transition matrices." AT&T stated that it needs to have an opportunity to discuss these matrices. *Id.*

### **3.3 WorldCom's Position**

117. On March 9, 2001, WorldCom, Inc. (WorldCom) submitted the Prefiled Testimony of Leilani J. Hines concerning Qwest's compliance with Checklist Item Nos. 2, 4, and 11 (*Exhibit 5-WorldCom-13*).

#### **3.3.1 WorldCom's Position With Respect to Local Loops**

118. A principal concern is that the SGAT lacks sufficient detail regarding Qwest's duty and commitment to provide unbundled local loops. Furthermore, any rates in Exhibit A to the SGAT must be determined to be just and reasonable by the Commission (*Exhibit 5-WorldCom-13* at page 3).
119. SGAT § 9.2.1 should be modified to conform to the FCC's *UNE Remand Order*. As written, Qwest's definition does not include the features, functions, and capabilities of the

transmission facilities, and it is not clear on the demarcation point for the loop *Id.* at page 4.

120. SGAT § 9.2.2.3.1 includes exclusionary language that binds Qwest to provide only such portions of the loop "where facilities are available and existing on an ICB basis." SGAT § 9.2.2.3.1 should, more appropriately, be revised as follows:

Qwest shall provide other unbundled fiber and high capacity loops to CLEC(s). Such loops will be provided on a fiber optic transmission technology capable of supporting any OCn level. Parties will cooperate to determine the specific transmission technology by which the unbundled loop will be provided.

*Id.* at pages 5 and 6.

121. Neither SGAT § 9.2.2.4 nor Exhibit A includes a non-recurring price for cable unloading and bridge tap removal or an unbundled loop installation non-recurring charge. Such non-recurring charges are not appropriate, nor are these services priced at just and reasonable rates. *Id.* at page 6.
122. Qwest's spectrum management language limitation places restrictions on "rolling out" loop technology that are not consistent with emerging technologies and prevent CLECs from meeting customer needs. WorldCom recommends that SGAT § 9.2.2.7 be modified as follows:

Qwest will provision BRI-ISDN, DS1, or DS3 capable or ADSL capable Loops in areas served by Loop facilities and/or transmission equipment. In the event Qwest believes that the provisioning of such a service is not compatible with the Loop facilities and/or transmission equipment, Qwest will disclose to requesting carrier, in writing, within 10 calendar days of the request to provision such a service, Qwest's basis for believing that provisioning the requested service is not compatible with the Loop facilities and/or transmission facilities. Qwest will bear the full burden of

demonstrating incompatibility with the requested order. Claims of spectrum incompatibility must be supported with specific and verifiable supporting information. Qwest will adhere to and incorporate industry standards in regard to spectrum compatibility, as they become available.

If Qwest claims a service is significantly degrading the performance of other advanced services or traditional voice band services, then Qwest must notify the affected carrier and allow that carrier a reasonable opportunity to correct the problem. Any claims of network harm must be supported with specific and verifiable supporting information.

*Id.* at page 7.

123. WorldCom opposes the language in SGAT § 9.2.2.12, proposing the following modification:

If there is a conflict between an end user (and/or its respective agent) and CLEC regarding the disconnection or provision of Unbundled Loops, Qwest will contact CLEC, or CLEC's agent, as the single point of contact for its end users' service needs, including without limitation, sales, service design, order taking, provisioning, change orders, training, maintenance, trouble reports, repair, post-sale servicing, billing, collection and inquiry. CLEC shall inform its end users that they are end users of CLEC. CLEC's end users contacting Qwest will be instructed to contact CLEC.

*Id.* at page 8.

124. WorldCom raises questions about SGAT § 9.2.2.13, which allows Qwest to enter and access customer facilities/premises at a "reasonable hour" to test and inspect such facilities and lines in connection with such purposes or to remove facilities and lines for termination of Unbundled Loop Service. WorldCom contends that Qwest should be required to coordinate such activity with the CLEC and the affected CLEC end-user customer before conducting such activity. WorldCom recommends the following modifications to SGAT § 9.2.2.13:

Facilities and lines furnished by Qwest on the premises of the end user up to and including the NID or equivalent are the property of Qwest. Qwest shall have reasonable access to all such facilities for network management purposes. Qwest will coordinate entry dates and times with appropriate CLEC personnel and end user customer to accommodate testing and inspection of such facilities and lines in connection with such purposes or upon termination or cancellation of the Unbundled Loop service to remove such facilities and lines. Such entry is restricted to testing and inspection of Qwest's own property in that facility. Entry for any other purpose is subject to the audit provisions in (Audit section) of this agreement.

*Id.* at pages 8 and 9.

125. WorldCom observes that, in SGAT § 9.2.3.7.6, Qwest indicates it will provide Firm Order Commitments to CLECs according to the PO-5 performance measure. WorldCom requests clarification on the definition and meaning of the FOC as to “commitment” or “confirmation” as this wording is confusing and contrary to current understanding. *Id.* at page 9.

### **3.3.2 WorldCom's Position With Respect to Line Splitting**

126. WorldCom claims that, at present, UNE-P is the only vehicle most CLECs have to offer voice services to residential and small business customers on a scale that will provide competition to the ILECs. WorldCom contends that the CLECs' ability to compete in the mass markets will be constrained if they are unable also to provision data services in a timely and cost-effective manner. Line splitting will enable a voice-CLEC using UNE-P to offer a full suite of features and services to its customers without having to collocate. *Id.* at page 13.

127. WorldCom contends that a Qwest-furnished line splitter is the only way to allow access to the High Frequency Portion of the Loop to be delivered in a UNE-P architecture in a manner that is efficient, timely, and minimally disruptive to the retail customer. When UNE-P is provisioned, the service to the customer (whether voice or data) should not require any more work than is necessary. *Id.* at page 14. Qwest should be required to own splitters and make them available to CLECs on a line-at-a-time basis. Further, Qwest should not be permitted to offer only CLEC-owned splitter deployment options. *Id.* at page 16. WorldCom proposes to modify SGAT § 9.21.2.1.1 as follows:

The CLEC may order the insertion of a POTS splitter or the DLEC may order the insertion of a POTS splitter with an LOA from the CLEC, or the CLEC may order access to a splitter on a line-at-a-time basis from Qwest, and/or other equipment necessary for the end user to receive separate voice and data service across a single copper loop.

*Id.* at page 19.

128. WorldCom states that requiring a UNE-P CLEC to collocate makes UNE-P too costly to serve mass-market customers. Therefore, WorldCom requests that the Commission make it clear that Qwest may not require voice CLECs to collocate as a prerequisite for providing UNE-P line splitting. Moreover, the Commission should not permit Qwest unnecessarily to break apart combinations of network elements for migrations from line sharing scenarios to UNE-P line splitting scenarios. *Id.* at page 17.

129. WorldCom asserts that CLECs must be able to order the UNE-P line sharing arrangement as a “platform offering,” and should not be required to order each unbundled network element individually, so that the customer who migrates to the UNE-P CLEC's voice service can retain its data service intact. *Id.* at pages 17 and 18.



130. WorldCom contends that all rates and rate elements proposed by Qwest for line splitting and line sharing should be reviewed in the cost docket (Docket No. 99A-577T). *Id.* at page 18.

131. WorldCom states that line splitting should be available as a service offering when a CLEC is ordering or modifying any UNE-P arrangement from Qwest. Line splitting should not be restricted to only current, or "existing," UNE-P customers of the CLEC. Accordingly, SGAT § 9.21 should include the following:

Line Splitting provides CLEC with the opportunity to offer advanced data service simultaneously with an existing UNE-P by using the frequency range above the voice band on the copper loop.

*Id.*

132. WorldCom contends that a Qwest-deployed splitter should be located as close as possible to the MDF and that splitters should be placed near the MDF to minimize quality of service and costing concerns. According to WorldCom, SGAT § 9.21.2.1.6 should be modified to reflect this deployment option, as follows:

CLEC-owned and deployed POTS splitters may be installed in Qwest Wire Centers in either of the following ways at the discretion of CLEC/DLEC: (a) via the standard Collocation arrangements set forth in the Collocation Section; or (b) via Common Area Splitter Collocation as set forth in the Shared Loop Section of this agreement. Under either option, POTS splitters will be appropriately hard-wired or pre-wired so that Qwest is not required to inventory more than two points of termination. When ordered by a CLEC as such, ILEC-owned and deployed POTS splitters will be installed in a common area as close as possible to the Main Distributing Frame.

*Id.* at pages 19 and 20.

133. WorldCom observes that general forecasting requirements are specified in SGAT § 3.0 (to be reviewed in the General Terms and Conditions workshop). WorldCom wishes to have it understood that any forecasting requirements agreed upon as part of that review should be applicable to all of the services provided under the SGAT, without need for additional forecasting requirements specified elsewhere. In that context, WorldCom wants SGAT § 9.21.2.1.7 to be modified as follows:

CLEC will provide Qwest with ~~non-binding, good faith, rolling quarterly~~ forecasts for UNE-P Line Splitting volumes in accordance with the forecasting requirements set forth in the Implementation Schedule Section of this Agreement on a Wire Center by Wire Center basis. ~~CLEC will also provide an eighteen (18) month, non-binding, good faith, quarterly forecast to Qwest in thirty (30) calendar days after the signing of this Agreement.~~

*Id.* at page 20.

134. WorldCom argues that there should be no charge for conditioning of loops under 18,000 feet. Accordingly, SGAT § 9.21.3.2.2 should be revised to read:

Charge for conditioning loop associated with UNE-P – A non-recurring charge for either conditioning the loop by removing load coils and/or excess bridged taps; or reconditioning the line if necessary to assure the quality of the voice service on the UNE-P may be imposed for conditioning or reconditioning loops exceeding 18,000 feet.

*Id.* at page 21.

135. WorldCom argues that only the CLEC or its authorized agent should be allowed to modify or add services to any specific UNE-P associated loop. Accordingly, SGAT § 9.21.4.1.1 should be revised as follows:

*SGAT § 9.21.4 - Ordering Process*

*SGAT § 9.21.4.1 - UNE-P Line Splitting*

*SGAT § 9.21.4.1.1 - As a part of the pre-order process, CLEC/DLEC can access loop characteristic information through the Loop Information Tool described in the Support Functions Section. CLEC or its authorized agent will determine, in its sole discretion and at its risk, whether to add data services to any specific UNE-P associated loop.*

*Id.* at pages 20 and 21.

136. WorldCom contends that when a CLEC purchases a loop via UNE-P, the CLEC acquires rights to the entire loop and that such purchase includes the right to assign service and/or billing responsibilities for portions of the loop capable of providing advanced services to its agents. As such, SGAT § 9.21.5.2 should be revised as follows:

Qwest shall bill the CLEC, or the CLEC's authorized agent, at the CLEC's request, as the customer of record for all recurring and non-recurring Line Splitting rate elements.

*Id.* at page 21.

**3.4 Covad's Position**

137. On March 8, 2001, Covad filed initial comments, along with the affidavits of Michael Zulevic, Geoffrey Gripley, and Michael Marchando, on loops and line splitting (*Exhibit 5-Covad-17*). Covad alleged that Qwest fails to provision loops on the first FOC date or on time. Covad presented confidential data that it claimed showed the number of inaccurate FOCs. Covad claimed that the FOC date is particularly important because the end user must be available to provide access to Qwest's technician. If Qwest fails to meet its FOC, the appointment must be rescheduled and the end-user must take additional

time off (*e.g.*, from work) to be available. Covad claimed that this has a negative impact on Covad's customer relations (*Exhibit 5-Covad-17* at pages 3 and 4).

138. Covad commented that it had raised this issue with Qwest in 1999 and 2000. Covad stated that, although Qwest's performance improved in 2001, it was still unacceptable to Covad. *Id.* at page 4.
139. Covad provided confidential data to show the number of its held orders in Colorado. Covad opined that, although Qwest's performance improved in 2001, it was unclear as to whether the improvement was in part attributable to Covad's decision to cancel orders internally after an order had been held for 30 days or Covad's increased use of line sharing. *Id.* at pages 5 and 6.
140. Covad claimed that Qwest did not inform it when held orders were to be provisioned. Covad stated that this alleged failure put it at a competitive disadvantage with respect to customer retention and company reputation. Covad observed that it found it necessary to institute a "cancellation policy" to better manage its customers' expectations. *Id.* at page 6.
141. Covad commented that it requested that Qwest provide a plan for capital investment (by central office) so that products could be marketed in locations where services were likely to be available. Covad stated that Qwest refused to respond to these requests. *Id.* at page 7.

142. Covad commented that it provided Qwest with demand forecasts, by central office, for use in Qwest's planning and building facilities. Covad questioned whether this information was being incorporated into Qwest's network planning. *Id.*
143. Covad expressed concerns with Qwest's performance related to cooperative testing. Covad provided data to show the instances in which Qwest failed to perform cooperative testing in accordance with agreed-to procedures. Covad claimed that cooperative testing is essential for quality assurance purposes to avoid delivery of inoperable loops, concomitant issuance of trouble ticket to resolve the issue, and delays in service to the end user. Covad claimed that Qwest has been unresponsive in addressing these concerns. *Id.* at pages 8 and 9.
144. Covad alleged that Qwest technicians engaged in anticompetitive behavior and described an incident that occurred in Colorado. Covad believed that Qwest's technicians were disconnecting DSL services to Covad's customers "for no apparent reason" and advised its account team accordingly. Covad stated that Qwest, after investigating the situation, determined that its technicians were not hearing dial-tone – which is not provided on Covad's DSL lines – and disconnected the loops for purposes of "grooming the network." *Id.* at pages 9 and 10.
145. Covad asserted that Qwest did not provide Covad with sufficient information as to the resolution of specific incidents. Covad recognized that, although Qwest may be legally constrained from providing certain information to Covad, assurance that corrective action has been taken was not forthcoming. Covad wants Qwest to establish policies that

prohibit anticompetitive conduct, accompanied by disciplinary action, to deter such behavior. *Id.* at page 10.

146. Covad wanted Qwest to make provisions for Covad to purchase repeaters associated with IDSL and ISDN orders. Covad stated that this issue has been discussed on weekly Qwest-Covad conference calls and escalated within Qwest -- but Covad still could not purchase the repeaters. *Id.* at pages 10 and 11.
147. Covad reiterated the recent FCC requirement that ILECs provide line splitting, which enables CLECs either to provide xDSL service over their existing voice loop or to partner with a DLEC to provide xDSL service over the high frequency portion of the voice provider's loop. By this means, the end user can receive voice and xDSL service over a single, shared line and has the option of choosing different providers for voice and xDSL services. *Id.* at pages 11 and 12.
148. Covad commented on five line sharing issues, each of which is enumerated below (*Id.* at pages 12-16):

Basic Requirements for Line Splitting - Qwest should provide line splitting using the existing loop, unless the loop is not capable of supporting xDSL services. Line splitting may not be possible where the loop is currently using a form of pair gain device, such as Digital Loop Carrier, or contains load coils or excessive bridged taps. In these cases, Qwest should be required to identify an xDSL capable loop and arrange for a line and station transfer to move the existing voice service to the new loop, or remove load coils and bridged taps. Qwest is obligated to make all necessary changes to permit line splitting, including (1) network modifications; (2) OSS modifications for pre-ordering,

ordering, provisioning, maintenance, repair, and billing; and (3) changes to existing process flows in order to address the differences between line sharing and line splitting. Qwest must perform any central office work required to provision line splitting. Covad asserted that many line splitting orders will involve a migration only from a line sharing arrangement and will require no central office work.

Ordering Process - Qwest should provide a single order process for the provisioning of line splitting, using a non-design, "flow through" order process. Separate orders from both the voice provider and the data provider are not necessary and should not be required. In some circumstances loop qualification is not necessary and, therefore, should not be required.

Provisioning of Different Order Types - Qwest should provide the following line splitting order types:

- ▶ Adding xDSL to an existing voice service
- ▶ Provisioning a new voice service with xDSL
- ▶ Migrating a Qwest voice customer to line splitting
- ▶ Migrating a Qwest voice and data customer to line splitting
- ▶ Migrating line sharing customer to line splitting
- ▶ Migrating a UNE data service to line splitting
- ▶ Changing data providers on a line splitting customer's line
- ▶ Changing voice providers on a line splitting customer's line.

These order activities should be done with a single order and without service disruption. Qwest should provision line splitting without requiring additional cross-connects or adding any more tie cable length than would be required for line sharing. Because many line splitting orders may be a result of migrations from line sharing, a one-business-day

interval would be appropriate for line splitting orders. The migration of an existing loop to an xDSL-capable loop by way of a line and station transfer, or the removal of load coils or bridge tap, would take longer because of the need for a dispatch. Covad would accept a phased approach to line splitting, with provisioning intervals for orders not requiring a dispatch starting initially at three days.

Splitter Ownership - Even though the FCC has not ordered ILECs to provide splitters, Qwest should make its outboard splitters available to CLECs. An outboard splitter is a stand-alone device that is not an internal part of a Digital Subscriber Line Access Multiplexer. Splitters that are internal to the DSLAM are referred to as integrated splitters. Covad contends that requiring Qwest to provide outboard splitters would ease provision of line splitting.

Implementation Schedule - CLECs wishing to line split should begin collaboration immediately. Qwest began line sharing just over a year ago, and many line sharing issues remain to be resolved. Covad anticipates that line splitting implementation issues would be resolved more expeditiously. Implementation of line splitting should be completed by July 1, 2001.

149. On April 2, 2001, Covad filed Reply Comments on Loops and LNP (*Exhibit 5-Covad-18*). Covad raises issues and concerns as to:

- ▶ Qwest's provisioning of loops on a timely basis.
- ▶ The need for further disaggregation of performance measures for xDSL loops.
- ▶ Inaccurate FOCs as reflected in Covad-provided data.
- ▶ Forecasts provided to Qwest that do not appear to be taken into account in Qwest's planning.



This is despite assurance by Qwest that performance deficiencies will be identified, reviewed, addressed, and redressed using the PIDs developed through the ROC collaborative process. Covad argues that the PIDs are not sufficient to address and remedy the specific performance issues that had been identified, and that the PIDs exclude data related to canceled orders. Covad questions the parity measures developed by the ROC and the completeness of the PIDs and argues that ROC-formulated PIDs should not be the "last word" on Qwest's post-271 performance. Covad emphasizes the importance of a Performance Assurance Plan (PAP) to ensure that Qwest complies with its § 271 obligations. *Id.* at pages 2 and 3.

150. Covad asserts that Qwest's limitation of line splitting to the circumstances in which a CLEC provides voice services through a UNE-P is improper. SGAT § 9.21.1 (and all other affected sections) should be revised to make it clear that line splitting is available over all of Qwest's loop-based products. *Id.* at pages 10 and 11.
151. Covad objects to language contained in SGAT § 9.21.1, which provides that the voice CLEC will drive the line splitting process. Covad believes that this provision (and all other affected sections) should be revised to permit either the CLEC or DLEC to initiate and/or coordinate the line splitting process. *Id.* at page 11.
152. Covad is concerned that transition matrices are not an accurate reflection of industry participants and, accordingly, believes that the parties should engage in a discussion of these matrices during the course of Workshop 5. *Id.*

### 3.5 Rhythms Links' Position

153. On March 9, 2001, Rhythms Links Inc. (Rhythms) submitted the affidavit of Mary Jaquez concerning Qwest's compliance with Checklist Item No. 4 (*Exhibit 5-Rhythms-20*).
154. Rhythms states that it orders digital capable loops, ISDN-capable, and ADSL-capable loops and non-loaded 2/4 wire loops from Qwest. Rhythms attests that there have been problems in obtaining ADSL-capable and ISDN-capable loops and in having these loops provisioned in a timely manner. *Id.* at pages 2 and 3.
155. Rhythms questions Qwest's spectrum management policy contained in the SGAT, opining that Qwest alone determines what policy will protect its needs while denying CLECs a similar right. *Id.* at pages 4 and 5.
156. Rhythms contends that Qwest's repair and maintenance processes were being provided on a discriminatory basis. Qwest provides 24-hour, 7-days-a-week access to maintenance and repair for its DSL retail services, but CLECs are limited to 24-hour and 48-hour repair intervals. Further, according to Rhythms, CLECs cannot obtain repairs on weekends. *Id.* at page 5.
157. Rhythms had concerns regarding Qwest's performance in loop orders. At times, a performance test was not performed; performance test results were not provided to Rhythms; Rhythms was not informed in a timely manner that the performance test was performed; and the performance test results were not correct. *Id.* at page 6.

158. Rhythms claims that Qwest has not defined processes for line splitting over unbundled loops and for CLEC-to-CLEC migrations. Rhythms asserts that Qwest is obligated to provide operations support for each type of unbundled access to its network; and CLECs cannot line-split until Qwest has a well-defined process in place and has committed to concrete legal obligations related to line splitting. *Id.* at pages 6 and 7.

#### **4. Qwest's Response**

159. On April 2, 2001, Qwest's witness, Jean M. Liston, filed a rebuttal affidavit and exhibits concerning Qwest's compliance with Checklist Item No. 4 (*Exhibit 5-Qwest-15*).

##### **4.1 Qwest's Response With Respect to Local Loops**

160. AT&T raised questions regarding “Coordinated Installations with Performance Testing.” Qwest is in the process of developing several activities to improve coordinated installation results. For example, Qwest is continuing its review of the OP-13 performance tracking requirements. Information gained from this review is converted into supplemental training for Qwest implementers. Qwest also is looking at ways to create special handling of coordinate installations, using dedicated work forces and accommodating CLEC requests without the use of coordinated installations. *Id.* at page 47.
161. To provide a context for issue resolution, Qwest committed to describe the process flow depicting how information associated with product and process changes is disseminated throughout Qwest at the April Colorado workshop. *Id.* at page 48.

162. AT&T and WorldCom expressed concern about the definitions of "unbundled loop" and "Network Interface Device (NID)" in the SGAT. Qwest questioned WorldCom's testimony regarding the definitions of loop and NID because it was based on the SGAT filed in Arizona on July 21, 2000. Since that time, Qwest has modified the definitions of both the unbundled loop and the NID in SGAT §§ 4.34 and 9.2.1; the new definitions are taken directly from the FCC *UNE Remand Order*. *Id.* at pages 3 and 4.
163. Qwest agreed in other workshops to add a definition of "Demarcation Point" to SGAT § 9.2. That definition appears in SGAT § 9.2.1.1: " 'Demarcation Point' – is defined (for purposes of this section) as the point where Qwest owned or controlled facilities cease, and CLEC, end user, owner, or landlord ownership over facilities begins." *Id.* at page 5.
164. Qwest agreed to add the term "unbundled from local switching and transport" to SGAT § 9.2.2.1. *Id.* at page 7.
165. Qwest did not agree to AT&T's request to add the words "time and manner" after the word "quality" in SGAT § 9.2.2.1. Qwest contended that the FCC has determined that there is no retail analog to provisioning of unbundled loops. Therefore, AT&T's requested language was not appropriate. Qwest argued that its position is consistent with the PIDs developed by the ROC Technical Advisory Group, which established performance benchmarks for several unbundled loops. *Id.* at pages 7 and 8.
166. AT&T asserted that provisioning of unbundled loops should be compared to Qwest's provisioning of MegaBit. Qwest disagreed because (a) MegaBit is a retail shared-facility service and (b) ROC participants determined that unbundled loops should have

benchmark comparisons, not parity measures. Therefore, according to Qwest, AT&T's request would be inconsistent with the determinations made in the ROC. *Id.* at page 9.

167. AT&T opposed the use of the term "capable" loops and raised this objection regarding several SGAT provisions. Qwest contended that, under Checklist Item No. 4, Qwest is required to provide CLEC with unbundled loops that the CLEC then utilizes to provide the service it seeks to offer. Thus, when Qwest used the term "capable," Qwest assured that the loop will meet the NC/NCI code specified in relevant technical publications and industry standards. To clarify the meaning and intent of this term, Qwest added the following definition to SGAT § 9.2.2.1.1:

9.2.2.1.1. Use of the word "capable" to describe loops in Section 9.2 means that Qwest assures that the loop meets the technical standards associated with the specified NC/NCI codes, as contained in the relevant technical publications and industry standards.

*Id.* at pages 9-11.

168. Regarding AT&T's objection to the use of the term "compatible" loops, Qwest contended that the term "compatible" means the unbundled loop complies with the technical parameters and industry standards with the ordered Network Channel and Network Channel Interface Codes. To clarify the meaning and intent of the term "compatible," Qwest added SGAT language to § 9.2.2.1.2 that defines the term as follows:

9.2.2.1.2. Use of the word "compatible" to describe Loops in Section 9.2 means the Unbundled Loop complies with technical parameters of the NC/NCI codes as specified in the relevant technical publications and industry standards. Qwest makes no assumptions as to the capabilities of CLEC's central office equipment or the customer premise equipment.

*Id.* at page 11.

169. Qwest observed that AT&T, WorldCom, Covad, and Qwest reached consensus on this issue and the definitions at a Loop Workshop in another state. *Id.* at page 12.
170. AT&T raised concerns about Qwest's references to the Interconnection Resale and Resource Guide (IRRG), now called the Product Catalog (PCAT), and other technical publications in the SGAT. Qwest disagreed with AT&T's claim that the SGAT should incorporate the details in the PCAT and Qwest technical publications. Qwest argued that inclusion of all the unbundled loop interconnection processes and technical details would create an extremely large and unmanageable document. *Id.* at pages 1 and 2.
171. AT&T made reference to the inconsistencies between the IRRG/PCAT and the SGAT. Qwest observed that it recently updated the IRRG/PCAT to match the SGAT and was continuing in the process to ascertain that the IRRG, technical publications, and SGAT all concur. Qwest agreed (based on an accord reached another workshop) to update the technical publications and the IRRG/PCAT 45 days after the close of the checklist item workshop. This agreement also will apply to unbundled loops. Thus, Qwest committed to update the relevant documentation to ensure that it is consistent with its workshop commitments. *Id.* at pages 2 and 3.
172. AT&T believed that the language in SGAT § 9.2.2.2, "within the voice frequency range," limits a CLEC's uses of a loop. Qwest agreed to revise § 9.2.2.2 to delete this phrase from the SGAT. *Id.* at page 12.
173. AT&T believed the SGAT to be unclear as to how Qwest intends to provide loops when it employs Integrated Digital Loop Carrier. Exhibit JML-3, displaying Qwest's

provisioning process flow when the requested facilities include IDLC, was described. Qwest modified SGAT § 9.2.2.2.1 to clarify this process. *Id.* at pages 12 and 13.

174. AT&T claimed that Qwest must always allow a CLEC to choose the type of technology Qwest provides when Qwest provisions a loop. Qwest agreed to add the following sentence to SGAT § 9.2.2.3 (which resolved this issue in another state's workshop):

Qwest will provision digital loops in a non-discriminatory manner using the same facilities assignment processes that Qwest uses for itself, to provide the requisite service.

*Id.* at page 13.

175. AT&T and WorldCom opposed provisioning high capacity and fiber loops on an individual case basis. Qwest contended that, to meet its Checklist Item No. 4 obligations, Qwest must commit to provide high capacity and fiber loops to CLECs, if such facilities are available, and that Qwest has done so. Qwest believed that ICB is an appropriate process because the demand for such loops has been virtually non-existent. *Id.* at page 14.

176. AT&T and Covad requested that Qwest add language to define the term "ICB" or "Individual Case Basis." Qwest agreed to include a definition in SGAT § 4.23(a). *Id.* at pages 6 and 7.

177. AT&T and WorldCom claimed that Qwest should not be allowed to recover conditioning costs on loops that are fewer than 18,000 feet. Qwest referred to paragraph 193 of the *UNE Remand Order*, which expressly allows recovery of such conditioning costs. Furthermore, a Colorado federal district court specifically addressed this issue and held

that the *UNE Remand Order* mandates that Qwest receive cost recovery for conditioning loops less than 18,000 feet. *Id.* at pages 14 and 15.

178. WorldCom stated that the non-recurring charge for loop conditioning is not included in the SGAT. Qwest referred to filed SGAT Exhibit A, which included the NRC for conditioning at § 9.2.1.3 regarding Cable Unloading and Bridge Tap Removal. *Id.* at page 15.
179. Qwest cited efforts to reduce the instances in which conditioning would be required. Qwest affirmed that in calendar year 2000 Qwest started a facility upgrade project to remove load coils from loops of less than 18 kilofeet in length in select wire centers -- although not required by the FCC or other laws to do so. At the time of the rebuttal affidavit, this project had been funded entirely by Qwest. Specifically, 35 Colorado wire centers were included in the project, which represents approximately 68 percent of the wire centers in which the CLECs are purchasing xDSL loops. Qwest asserted that 73 percent of the xDSL loops in service are served by wire centers that have been de-loaded. This information was displayed pictorially in Exhibit JML-4 to the April 2, 2001, rebuttal affidavit. Qwest observes that its bulk deloading efforts would significantly decrease the number of loops less than 18 kilofeet in length that require conditioning, and hence reduces costs that a CLEC would incur. Qwest observed that, based on its cost studies, the Company does not recover its costs related to the bulk de-loading project. Due to the type of accounting utilized for the project, none of the costs of the project is included in its TELRIC studies. Rather, Qwest accounts for the costs of the project as "costs of removal," whereby project costs will be reflected in future depreciation decisions related to embedded plant. Depreciation rates ordered by commissions for use in setting UNE



rates have not reflected any adjustment for the bulk de-loading as those rates were set, or based on information, prior to the project's initiation. Therefore, according to Qwest, the voluntary de-loading project will not result in increased costs to the CLECs -- while providing significant benefits in reducing those instances in which CLECs are faced with charges for conditioning loops of fewer than 18,000 feet. Access to information regarding the de-loading project is available via web access. *Id.* at page 16.

180. AT&T proposed language that would require Qwest to refund conditioning costs if the customer left the CLEC within one year of the date of installation. Qwest replied that the Act permits Qwest to recover its costs of providing UNEs to CLECs, including its costs for conditioning loops. Qwest contended, furthermore, that there is no basis to require Qwest to refund those costs if a CLEC loses the customer. Hence, Qwest argued AT&T's proposal is incompatible with a competitive marketplace in which customers change carriers frequently and is unfairly one-sided because it only requires Qwest (not other CLECs) to refund the conditioning costs. To Qwest's knowledge, no CLEC has agreed to reimburse AT&T when the CLEC successfully woos a customer away from AT&T. *Id.* at pages 17 and 18.

181. Qwest proposed the following paragraph regarding provision of non-loaded loops:

*SGAT* § 9.2.2.4 - Non-Loaded Loops. CLEC may request that Qwest provide a non-loaded unbundled Loop. In the event that no such facilities are available, CLEC may request that Qwest condition existing spare facilities. CLEC may indicate on the LSR that it pre-approves conditioning if conditioning is necessary. If CLEC has not pre-approved conditioning, Qwest will obtain CLEC's consent prior to undertaking any conditioning efforts. Upon CLEC pre-approval or approval of conditioning, and only if conditioning is necessary, Qwest will dispatch a technician to condition the Loop by removing load coils and excess bridge tap to provide CLEC with a non-loaded Loop. CLEC will be charged the

non-recurring conditioning charge (*i.e.*, cable unloading and bridge tap removal), if applicable, in addition to the Unbundled Loop installation non-recurring charge.

*Id.* at page 18.

182. In response to AT&T's questions regarding Qwest's provision of extension technology, Qwest revised language in SGAT § 9.2.2.5, which states:

*SGAT § 9.2.2.5* - When CLEC requests a Basic Rate ISDN capable or an xDSL-I capable Loop, Qwest will dispatch a technician, if necessary, to provide Extension Technology that takes into account for example: the additional regenerator placement, Central Office powering, Mid-Span repeaters, if required, BRITE cards in order to provision the Basic Rate ISDN capable and xDSL-I capable Loop. Extension Technology may be required in order to bring the circuit to the specifications necessary to accommodate the requested service. If the Circuit Design requires Extension Technology, to bring it up to the design standards, Qwest will add it, at no charge. Extension Technology can also be requested by CLEC to meet their specific needs. If Extension Technology is requested by CLEC, but is not required to meet the technical standards, then Qwest will provide the requested Extension Technology and will charge CLEC. Qwest will provision ISDN (BRI) Capable and xDSL-I capable Loops using the specifications in the Technical Publication 77384. Refer to that document for more information. CLEC will be charged an Extension Technology recurring charge in addition to the Unbundled Loop recurring charge, if applicable, as specified in Exhibit A of this Agreement. The ISDN Capable Loop may also require conditioning (*e.g.*, removal of loads or bridge tap).

*Id.* at page 19.

183. AT&T asked Qwest to remove the word "access" from SGAT § 9.2.2.6. Qwest requested clarification of the basis for AT&T's request. AT&T suggested changes to SGAT § 9.2.2.7 to clarify its intent. Qwest agreed to modify the SGAT as follows:

*SGAT 9.2.2.7* - Qwest is not obligated to provision BRI-ISDN, xDSL-I, DS1, or DS3 capable or ADSL compatible Loops to customers in areas

served exclusively by Loop facilities or transmission equipment that are not compatible with the requested service.

*Id.* at pages 19 and 20.

184. In response to AT&T's claim that SGAT § 9.2.2.8 did not sufficiently describe loop qualification information that Qwest is to provide to the CLECs, Qwest expanded § 9.2.2.8 to describe the loop qualification tools it offers. The revised SGAT language is as follows:

SGAT § 9.2.2.8 - Loop Qualification Tools. Qwest offers five loop qualification tools: the ADSL Loop Qualification Tool, Raw Loop Data Tool, and POTS Conversion to Unbundled Loop Tool, MegaBit Qualification Tool, and ISDN Qualification Tool. These and any future Loop qualification tools Qwest develops will provide CLEC access to Loop qualification information in a nondiscriminatory manner and will provide CLEC the same loop qualification information available to Qwest.

SGAT § 9.2.2.8.1 - ADSL Loop Qualification Tool. CLEC may use the ADSL Loop Qualification tool to pre-qualify the requested circuit utilizing the existing telephone number or address to determine whether it meets ADSL specifications. The qualification process screens the circuit for compliance with the design requirements specified in Technical Publication 77384 Issue G.

SGAT § 9.2.2.8.2 - Raw Loop Data Tools. Qwest offers two types of Raw Loop Data Tool. CLECs with a digital certificate may access the Wire Center Raw Loop Data Tool via [www.ecom.uswest.com](http://www.ecom.uswest.com). The Wire Center Raw Loop Data Tool provides CLEC the following information: Wire Center CLLI code, cable name, pair name, terminal address, MLT distance, segment (F1, F2), sub-segment (*e.g.*, 1 of F1), segment length, segment gauge, bridge tap length by segment, bridge tap offset distance, load coil type, and pair gain type. CLEC may also access the IMA Raw Loop Data Tool for loop specific information. The IMA Raw Loop Data Tool may be accessed through IMA-GUI or IMA-EDI. This tool provides CLEC the following information: wire center CLLI code, cable name, pair name, terminal address, MLT distance, segment (F1, F2), sub-segment (*e.g.*, 1 of F1), segment length, segment gauge, bridge tap length by segment, bridge tap offset distance, load coil type, number of loads, and pair gain type.

SGAT § 9.2.2.8.3 - POTS Conversion to Unbundled Loop Tool. The POTS Conversion to Unbundled Loop Tool is available to CLECs through IMA-GUI or IMA-EDI. This tool informs CLEC whether the facility is copper or pair gain and whether there are loads on the loop

SGAT § 9.2.2.8.4 - MegaBit Qualification Tool. The MegaBit Qualification Tool is available to CLECs through IMA-GUI or IMA-EDI. This tool provides a "yes/no" answer regarding the loop's ability to support Qwest DSL (formerly MegaBit) service. If the MegaBit Qualification Tool returns a "no" answer, it provides a brief explanation.

SGAT § 9.2.2.8.5 - ISDN Qualification Tool. The ISDN Qualification Tool is available to CLECs through IMA-GUI or IMA-EDI. This tool permits CLECs to view information on multiple lines and will inform CLEC of the number of lines found. If an ISDN capable loop is found, the tool identifies the facility and, if applicable, pair gain.

*Id.* at pages 20-22.

185. AT&T requested that Qwest inform CLECs on an ongoing basis as to which central offices support xDSL services. Qwest stated that this information is provided as part of its network disclosure obligations. *Id.* at page 22.
186. AT&T requested process flows to describe Qwest's basic installation process for provisioning unbundled loops. Qwest stated that the basic installation process flow was filed as Exhibit JML-6 to Ms. Liston's February 23, 2001, affidavit (*Exhibit 5-Qwest-14*). In addition, Exhibit JML-7 of Ms. Liston's February affidavit displayed the process flow for Coordinated Installations for the conversion of existing service; and Exhibit JML-8 displayed the process for new service. *Id.* at pages 22 and 23.
187. AT&T claimed that the SGAT does not identify the digital tests Qwest performs. In response, Qwest asserted that SGAT § 9.2.2.9.6 identifies basic tests by loop types, which are all detailed in technical publications. *Id.* at page 23.

188. AT&T requested that Qwest add a time interval or margin by which a CLEC must meet an appointment time or have the order rescheduled. In response, Qwest revised SGAT §§ 9.2.2.9.3 and 9.2.2.9.4 to specify a 30-minute wait time. In addition, Qwest agreed to add a provision that waives the coordinated installation charge if Qwest misses an appointment by more than 30 minutes, as follows:

*SGAT 9.2.2.9.3 and 4* - If CLEC is not ready within thirty (30) minutes of the scheduled appointment time, then CLEC must reschedule the installation by submitting a supplemental LSR. If Qwest is not ready within thirty (30) minutes of the scheduled appointment time, Qwest will waive the non-recurring charge for the installation option.

*Id.* at pages 23 and 24.

189. AT&T expressed concerns regarding SGAT § 9.2.2.11. Qwest agreed to eliminate the first sentence of that section and provided examples of the types of changes it might make to its network that are “minor in nature,” together with examples of the kinds of activities that occur in the outside plant on a routine basis. Qwest modified SGAT § 9.2.2.11 as follows:

*SGAT § 9.2.2.11* - In order to properly maintain and modernize the network, Qwest may make necessary modifications and changes to unbundled loops, ancillary and finished services in its network on an as needed basis. Such changes may result in minor changes to transmission parameters. Changes that affect network interoperability require advance notice pursuant to the Notices Section of this Agreement.

*Id.* at pages 24 and 25.

190. AT&T and WorldCom raised concerns about SGAT § 9.2.2.12. WorldCom asserted that this section permitted Qwest to disregard a CLEC's order for unbundled loops. Qwest substantially revised this provision so as to direct the end user to the responsible CLEC:

*SGAT § 9.2.2.12* - If there is a conflict between an end user (or its respective agent) and CLEC regarding the disconnection or provisioning of unbundled loops, Qwest will advise the end user to contact CLEC and Qwest will initiate contact with CLEC.

*Id.* at page 25.

191. In response to AT&T and WorldCom comments regarding *SGAT § 9.2.2.13*, Qwest clarified that this provision is intended to ensure that Qwest is able to access Qwest facilities located on the end user's premises when Qwest does not provide service to that end user. Qwest revised *SGAT § 9.2.2.13* (consistent with agreements reached in other workshops) to state:

*SGAT § 9.2.2.13* - Facilities and lines Qwest furnishes on the premises of CLEC's end user up to and including the demarcation point are the property of Qwest. Qwest shall have reasonable access to all such facilities for network management purposes. Qwest will coordinate entry dates and times with appropriate CLEC personnel to accommodate testing, inspection repair and maintenance of such facilities and lines. CLEC will not inhibit Qwest's employees and agents from entering said premises to test, inspect, repair and maintain such facilities and lines in connection with such purposes or, upon termination or cancellation of the unbundled Loop service, to remove such facilities and lines. Such entry is restricted to testing, inspection, repair and maintenance of Qwest's property in that facility. Entry for any other purpose is subject to audit provisions in the Audit section of this Agreement.

*Id.* at pages 25 and 26.

192. AT&T wanted the *SGAT* to include language regarding a CLEC's right to access unbundled loops that it is leasing, including access at subloop locations. Qwest disagreed with AT&T's proposal. *Id.* at pages 26-28.

193. AT&T raised questions as to the purpose of SGAT § 9.2.2.15 and the meaning of "Loss Alert." Qwest responded that this makes a provision for the CLEC to issue a disconnect order to Qwest when a loop has been relinquished by the CLEC's end user to free-up the facility for use by Qwest or another CLEC if capacity is otherwise unavailable. *Id.* at page 28.
194. AT&T asked that SGAT § 9.2.3 be limited to the definition of rate elements associated with unbundled loops. Qwest revised the section accordingly. *Id.*
195. AT&T claimed that SGAT § 9.2.3.6 did not clearly specify the "miscellaneous charges" that may apply when CLECs order unbundled loops. In response, Qwest defined the term "miscellaneous charges" in SGAT § 4.39, and added § 9.1.12 to the SGAT to clarify when such charges apply. Definitions were set forth for SGAT § 4.39(a), and a new SGAT § 9.1.12:

*SGAT § 4.39(a)* - "Miscellaneous Charges" means charges that Qwest may assess in addition to recurring and non-recurring rates set forth in Exhibit A for activities CLEC requests Qwest perform, activities CLEC authorizes, or charges that are a result of CLEC's actions, such as cancellation charges. Miscellaneous charges are not already included in Qwest's recurring or non-recurring rates. Miscellaneous charges are listed in Exhibit A and include the following activities or charges: additional engineering; additional labor installation; additional labor other, testing and maintenance; maintenance of service; additional Cooperative acceptance testing; nonscheduled Cooperative testing; nonscheduled manual testing; additional dispatch; date change; design change; expedite charge; cancellation charge. These activities are described in Qwest's Access Services Tariff.

SGAT § 9.1.12 - Miscellaneous Charges are defined in Section 4.XX. Miscellaneous Charges are in addition to non-recurring and recurring charges set forth in Exhibit A. Miscellaneous Charges apply to activities CLEC requests Qwest perform, activities CLEC authorizes, or charges that are a result of CLECs actions, such as cancellation charges. Rates for

Miscellaneous Charges are contained in Exhibit A. Unless otherwise provided for in this Agreement, no additional charges will apply.

*Id.* at pages 5 and 6.

196. AT&T claims that the out-of-hours installation times set forth in SGAT § 9.2.3.7.1 are too restrictive or inconsistent with other SGAT provisions. Qwest replied that the hours listed in SGAT § 9.2.3.7 reflect Qwest installation business hours, the same as Qwest has in place for retail installation. Qwest stated that, in an out-of-hours situation, only employees directly involved in the installation are to be utilized. Further, the actual number of employees vary by the type of installation. Qwest changed the language in Section 9.2.3.7.5 to read:

9.2.3.7.5 CLEC will incur additional charges for Out-of-hours coordinated installations. These charges are set forth in Exhibit A.

*Id.* at page 29.

197. WorldCom requested clarification of SGAT § 9.2.3.7.6 and the meaning of FOC. "FOC" is an acronym for Firm Order Confirmation and is consistent with the FCC and the industry terminology. Qwest deleted SGAT § 9.2.3.7.6,<sup>6</sup> and added SGAT § 9.2.4.4.1, which describes an FOC, as follows:

9.2.4.4.1. When a CLEC places an order for an Unbundled Loop with Qwest that is complete and accurate, Qwest will reply to CLEC with a Firm Order Confirmation within the time specified in Section 20. The Firm Order Confirmation will contain the Due Date that specifies the date on which Qwest will provision the Loop. Qwest will implement adequate processes and procedures to assure the accuracy of the commitment date. If Qwest must make changes to the commitment date, Qwest will

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<sup>6</sup> Participants at the Emerging Services Colorado workshop agreed to strike that section and to expand SGAT § 9.2.4.3.1



promptly issue a jeopardy notification to CLEC that will clearly state the reason for the change in commitment date. Qwest will also submit a new Firm Order Confirmation that will clearly identify the new due date.

*Id.* at page 30.

198. AT&T raised concerns regarding SGAT § 9.2.4.2 relating to Local Proof of Authorization. Qwest observed that this requirement had not yet been reviewed in a workshop and recommended that the participants review this language in the General Terms and Conditions workshop. *Id.* at page 31.

199. AT&T raised questions regarding the reference to "orders" in SGAT § 9.2.4.4. Qwest clarified that a CLEC submits LSRs and Qwest issues internal orders in response to the LSR. *Id.*

200. AT&T contended that Qwest is unlawfully limiting the size of CLEC orders in SGAT § 9.2.4.4. Qwest observed that, if a retail end user has 25 lines or more at a single location, the order is handled on an ICB basis. Qwest modified the final sentence of SGAT § 9.2.4.4 accordingly, as follows:

*SGAT § 9.2.4.4* - If CLEC requests twenty-five (25) or more Unbundled Loops for the same end user address, the request will be handled on an Individual Case Basis (ICB).

*Id.* at pages 31 and 32.

201. Qwest was unclear about the nature of Rhythms' complaint regarding repair intervals. Qwest offered that Rhythms appeared to be confusing retail repair hours for reporting

troubles with the wholesale intervals for actually repairing service. The repair hours for reporting troubles are the same for both wholesale and retail. *Id.* at page 32.

202. As to Rhythms' claims regarding Qwest's repair intervals, Qwest stated that Rhythms' interpretation of Qwest's repair intervals was not accurate. The unbundled loop repair intervals are four hours for all loop types, except for two-wire Analog Voice Grade Loop. This interval mirrors what Qwest provides for designed retail services. The FCC determined in paragraph 279 of the *Ameritech Michigan Order* that the repair process for the 2-wire analog loop should mirror the incumbent LEC's retail POTS process. Accordingly, the repair interval for retail POTS and 2-wire analog loops is 24 hours for Out of Service troubles and 48 hours to clear all repair troubles. Qwest argued that these repair intervals are part of the repair performance measures and were agreed upon during the ROC PID negotiations. Qwest also observed that there is 24-hour repair service available to Rhythms to access seven days a week. The repair service available to Rhythms is the same as that available to Qwest retail customers. *Id.* at pages 32 and 33.
203. AT&T argued that Qwest pay the CLECs when the trouble is found to reside in Qwest's facilities. Qwest disagreed with this viewpoint as Qwest does not have end-to-end responsibility for the loop and, in most cases, cannot completely test the loop without participation by the CLEC. Further, according to Qwest, the rules associated with the repair charges presented in the SGAT mirror Qwest retail rules. *Id.* at pages 33 and 34.
204. Qwest disagreed with AT&T's proposal that Qwest accept inaccurate Lars. To provide accurate service, Qwest maintained that it is critical to install the service at the correct address. Pre-order IMA-GUI and IMA-EDI address validation tools are designed to

assist CLECs with correctly entering a valid address. Exhibit JML-7, attached to Ms. Liston's rebuttal affidavit (*Exhibit 5-Qwest-15*), displays a copy of the address validation response screen when an address is not entered correctly. If a CLEC performs this pre-order transaction, then the address will be automatically populated on all the subsequent screens for a LSR transaction. *Id.* at page 34.

205. AT&T raised questions regarding the means by which Qwest provisions unbundled loops with number portability. Qwest stated that it utilizes the OBF process and that a single LSR accommodates both unbundled loop and number portability-related functions. If the CLEC's unbundled loop LSR involves number portability, Qwest will coordinate the loop installation with the switch translations. *Id.* at page 45.
206. SunWest raised several issues regarding Qwest's performance associated with establishing unbundled loops with number portability.<sup>7</sup> Qwest cited the detailed methods and procedures in place for the provisioning of unbundled loops with number portability. Specifically, after completion of the central office "lift and lay" work, the Qwest implementor/tester contacts the CLEC and provides the CLEC with the completion information. The Qwest implementor/tester then contacts the Qwest employee who performs the central office switch translations to process the Qwest disconnect order. The actual activation of the number portability is the responsibility of the CLEC. This entails a manual hand-off of completion information to the CLEC, facilitates the overall coordination of the "hot cut," and minimizes the "out of service" time experienced by the end user customer. The "out of service" or down time is measured by the OP-7 PID, the

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<sup>7</sup> Issues between SunWest and Qwest were in arbitration at the time, and Qwest contested SunWest's allegations.

Hot Cut Interval. In Colorado, at the time of Ms. Liston's rebuttal affidavit, for analog loops the average cut time was approximately 10 minutes. *Id.* at pages 45 and 46.

207. In response to SunWest's testimony on Integrated Digital Loop Carrier, Qwest is to consider alternative means of provisioning the unbundled loop prior to unbundling the IDLC. If an alternative is not available, Qwest will then unbundle the IDLC, if possible. Exhibit JML-3 to Ms. Liston's rebuttal affidavit displays Qwest's process when the facilities are supported by IDLC technology. *Id.* at page 46.
208. Covad questioned why Qwest does not provide a repeater as a product offering. Qwest stated that it was waiting for additional information from Covad as to the nature of specific problems encountered by Covad before pursuing this matter further. *Id.* at page 41.
209. CLECs raised concerns regarding Qwest's obligation to provide high capacity loops. Specifically, WorldCom claimed that Qwest has a requirement to build high capacity loops if there are no such loops available. Also, Covad contended that, if no facilities could be provided, it places the CLECs at a competitive disadvantage. Qwest argued that its obligations under the Act, as well Checklist Item No. 4, are to provide access to its *existing* loop facilities and that the FCC has never mandated that an ILEC had an obligation to build new facilities to provide an unbundled loop to a CLEC if there were no facilities in place. *Id.* at page 35.
210. Covad alleged that Qwest's held orders placed Covad at a competitive disadvantage. Qwest reiterated that the held orders were attributable to the absence of available

facilities and reiterated that FCC has never placed a requirement on the ILECs, such as Qwest, to build new facilities for the CLECs. *Id.* at page 36.

211. Covad raised concerns regarding the forecasts that it had provided Qwest. Qwest argued that, if the CLEC cannot, or does not, identify a specific route and distribution area (*e.g.*, within the Denver Main service area), Qwest cannot predict where facilities are necessary. In the UNE workshops, Qwest proposed the following additions to the SGAT:

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

*SGAT § 9.1.2.1.1* - Upon receipt of an LSR or ASR, Qwest will follow the same process that it would follow for an equivalent retail service to determine if assignable facilities exist that fit the criteria necessary for the service requested. If available facilities are not readily identified through the normal assignment process, but facilities can be made ready by the requested due date, CLEC will not receive an additional FOC, and the order due date will not be changed.

*SGAT § 9.1.2.1.2* - If cable capacity is available, Qwest will complete incremental facility work (*i.e.*, place a drop, add a network interface device, card existing subscriber loop carrier systems at the central office and remote terminal, add central office tie pairs, add field cross jumpers) in order to complete facilities to the customer premise.

*SGAT § 9.1.2.1.3* - During the normal assignment process, if no available facilities are identified for the UNE requested, Qwest will look for existing engineering job orders that could fill the request in the future. If an engineering job currently exists, Qwest will add CLEC's request to that engineering job and send CLEC a jeopardy notice. Upon completion of the engineering job, Qwest will send CLEC another FOC with a new due

date. If facilities are not available and no engineering job exists that could fill the request in the future, Qwest will treat CLECs request as follows:

*SGAT § 9.1.2.1.3.1* - For UNEs that meet the requirements set forth in Section 9.1.2.1, CLEC will receive a jeopardy notice. Qwest will initiate an engineering job order for delivery of primary service to the end user customer. When the engineering job is completed, CLEC will receive another FOC identifying a new due date when the loop will be ready for installation. Upon receipt of the second FOC, CLEC can request a different due date by submitting a SUP to change the due date to a later date.

*SGAT § 9.1.2.1.3.2* - For UNEs that do not meet the requirements in Section 9.1.2.1, Qwest will send CLEC a rejection notice canceling the LSR or ASR. Upon receipt of the rejection notice, CLEC may submit a request to build UNEs pursuant to Section 9.19 of this Agreement.

*Id.* at pages 36-38.

212. Rhythms expressed concern about the amount of time taken by Qwest to introduce ISDN and ADSL unbundled loop offerings. Qwest replied that it had introduced ISDN capable loop in 1997 and ADSL compatible loop during the fourth quarter of 1999. Further, Qwest has not received any orders for the ADSL compatible loop by any CLEC in Colorado. Rather, CLECs have been purchasing 2-wire non-loaded loops, introduced in 1997, to provision ADSL service. *Id.* at page 42.
213. Several CLECs expressed concern about the quality of the confirmation date Qwest provides on its FOCs. In this regard, Qwest observed that it had implemented a two-month trial in Colorado that began on March 1, 2001. The purpose of the trial is to evaluate the FOC process for the benefit of all Colorado carriers. Exhibit JML-9 attached to Ms. Liston's rebuttal affidavit (*Exhibit 5-Qwest-15*) describes the trial in detail. *Id.* at pages 38 and 39.

214. Qwest observed that a key element of the FOC trial is CLEC use of the Raw Loop Data tool to determine if a loop is available and if conditioning is necessary. Use of this pre-qualification tool will help CLECs determine -- early in the ordering process -- whether it will be able to obtain facilities, by the following means:

After the CLEC has used the loop qualification tool and submitted a valid LSR, Qwest is committed to return a FOC or jeopardy notice within 72 hours of the application date for a 5-day installation interval. If conditioning is necessary, but the original LSR did not approve conditioning, Qwest will reject the LSR and inform the CLEC of the need for conditioning. The CLEC must then issue a revised LSR containing the approval for conditioning. Qwest will subsequently apply a 15-day installation interval from the application date of the supplemented LSR. If pairs are not available and no alternatives have been identified, then Qwest will send a rejection notice to the CLEC. If, however, a "facility build" is scheduled which will enable Qwest to meet the service request, Qwest will issue a FOC with a "ready for service" date based upon the estimated completion date of the facility build.

*Id.* at page 39.

215. Rhythms raised allegations about the accuracy of information found in the loop qualification database. Qwest asserted that Rhythms receives the same loop make up information that is provided to Qwest's own retail employees. *Id.* at page 43.
216. Qwest observed that it is continually improving data in the LFACS database. Additionally, if an inaccuracy in LFACS is discovered, such as bridge tap or load coils being present but not reflected in the record, the Loop Provisioning Center notifies the engineer, who then updates all the systems to reflect the correct information. Qwest stated that, "These types of updates and corrections to the system are part of Qwest's ongoing efforts to ensure that both Qwest and CLECs obtain accurate loop make-up information." *Id.* at pages 43 and 44.

217. Covad sought the ability to perform a Mechanized Loop Test as part of the ordering process. Qwest stated that it has concerns with Covad's request. The underlying purpose of an MLT is to test a line for trouble, not to support ordering. Furthermore, an MLT is invasive, and Qwest provides non-invasive MLT results in the Raw Loop Data Tool. With respect to parity, Qwest retail representatives do not have the capability to perform an MLT as part of the pre-order/order process. *Id.* at page 44.

218. Covad inquired as to Qwest's "Quick Loop" product. Qwest described Quick Loop as converting 2-wire analog loops from existing service without a Coordinated Installation. Qwest added the following SGAT language:

*SGAT § 9.2.2.9.1.3* - For basic installation of existing 2 / 4 wire analog loops, Qwest provides a Quick Loop option, that enables CLEC to receive the Quick Loop installation interval as set forth in Exhibit C.

*Id.* at pages 44 and 45.

219. Covad complained about alleged "anticompetitive" actions by Qwest installation employees. Qwest responded that it has developed a video-training package that instructs installers, and all Qwest employees involved with the provisioning of unbundled loops, on proper conduct when they are working on behalf of CLECs. Qwest is in the process of showing the video to all installation employees. Further, all Qwest employees are required to sign a Code of Conduct statement that highlights their responsibilities in the competitive telecommunications environment. Qwest affirmed that it takes disciplinary action, up to and including dismissal, if an employee were found to be unlawfully giving Qwest priority treatment over CLECs. Moreover, if CLECs discover misconduct on the part of any Qwest employees, "Qwest strongly encourages them to bring the specifics of



the allegations to the attention of their account team and allow Qwest to take immediate action.” *Id.* at pages 40 and 41.

220. WorldCom and Rhythms raised the issue of spectrum management. Qwest proposed a new section on spectrum management, SGAT § 9.2.6, which Qwest believes meets the obligations outlined by the FCC and assures nondiscriminatory treatment of the CLECs by Qwest in its management of spectrum within “binder groups.” Qwest deleted all prior spectrum management language from SGAT § 9.2.2.7. *Id.* at page 48.
221. WorldCom raised concerns about some prices cited in the SGAT Exhibit A, contending that the Commission has not found them to be just and reasonable. Qwest noted that the Commission is currently undertaking a cost docket in Docket No. 99A-577T to verify prices already established in Docket No. 96S-331T and to establish new rate elements. *Id.* at page 38.

#### **4.2 Qwest's Response With Respect to Network Interface Devices**

222. AT&T requested modifications to terms and conditions for NIDs. Qwest cited the FCC’s *UNE Remand Order*, which stated:

In the Local Competition First Report and Order, the Commission defined the NID as a cross-connect device used to connect loop facilities to inside wiring. We modify that definition of the NID to include all features, functions and capabilities of the facilities used to connect the loop distribution plant to the customer premises wiring, regardless of the particular design of the NID mechanism.<sup>8</sup>

*Id.* at page 49.

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<sup>8</sup> UNE Remand Order.

223. Qwest opined that the FCC's intent is to provide a NID definition that is "flexible and technology neutral"; in other words, a flexible definition that will allow for any future technologies to be included in the definition. Qwest contended the definition proposed by Qwest in the SGAT meets the FCC guidelines and addresses the concerns raised by AT&T. *Id.* at pages 49 and 50.
224. AT&T raised concerns that SGAT § 9.5 only addresses residential NIDs. Qwest stated that, to the contrary, the section was intended to deal with all forms of NIDs. SGAT § 9.5 covers NIDs that are demarcation points for single-family residences, multiple dwelling units, and non-residential sites. Qwest noted that, if the NID were not the demarcation point, then the subloop guidelines apply. The CLEC's ability to interconnect at the NID also applies when the NID serves as the accessible terminal for subloops. *Id.* at pages 50 and 51.
225. AT&T asked for more specificity in SGAT § 9.5.1 as it relates to NIDs. Qwest cited the FCC's definition of NID in its *UNE Remand Order*, which it contends is all-encompassing and covers all types of technology. Qwest argued that to attempt to identify all types of possible NID connections in the SGAT is not necessary and would result in many unnecessary changes to the document with each technology change. Qwest proposed the following SGAT language to clarify further the definition of NID:

*SGAT § 9.5.1* - The NID is defined as any means of interconnection of end-user customer premises wiring to the incumbent LEC's distribution plant, such as a cross connect device used for that purpose. An incumbent LEC shall permit a requesting Telecommunications Carrier to connect its own loop facilities to on-premises wiring through the incumbent LEC's network interface device, or at any other technically feasible point. The NID then carries with it all features, functions and capabilities of the facilities used to connect the loop distribution plant to the customer

premises wiring, regardless of the particular design of the NID mechanism. The modular NID is divided into two components one containing the over-voltage unit (protector), connection to the buried service wire and drop terminals; the other containing the connection to the end user's inside wire, the inside wire terminals and a modular plug which connects the inside wire to the dial tone source. The non-modular NID is a protector block with the inside wire terminated directly on the dial-tone source. The NID provides a protective ground connection, provides protection against lightning and other high voltage surges and is capable of terminating cables such as twisted pair cable. If CLEC orders Unbundled Loops on a reuse basis, the existing drop and Qwest's NID will remain in place and continue to carry the signal to the end user's equipment.

*Id.* at pages 51 and 52.

226. AT&T claimed that this SGAT § 9.5.2 requires a CLEC to "install its own NID when the CLEC provides its own drop (loop distribution)." Qwest stipulated that it will allow CLEC access to an existing NID, space permitting. *Id.* at pages 52 and 53.
227. AT&T stated that the FCC *UNE Remand Order* requires Qwest to remove its NID connections. Qwest contended that it is under no obligation to remove its own wires from a NID. If space is unavailable in the NID, then the affected CLEC has alternatives available to it, such as a NID-to-NID connection. The CLEC can provide a new NID or can request Qwest to provide it. According to Qwest, the FCC *UNE Remand Order* is clear that, if space is unavailable, CLECs can connect to the Qwest loop or inside wire at any other accessible terminal. *Id.* at page 53.
228. Qwest stated that it allows CLECs to connect their loops to a retail customer's inside wiring via either their own NID or the Qwest NID. Further, CLECs can terminate their loops in the Qwest NID as long as there is space for the connection. If there is no spare capacity in the Qwest NID, the CLEC may access the customer wire in Qwest's NID

through a NID-to-NID connection. Qwest proposed that the SGAT be modified as follows:

*SGAT § 9.5.2.1* - A CLEC can use the existing Qwest NID to terminate its drop if space permits, otherwise a new NID or other technically feasible Interconnection point is required. If CLEC installs its own NID, CLEC may connect its NID to the Qwest NID by placing a cross-connect between the two. When provisioning a NID to NID connection, CLEC will isolate the Qwest facility in the NID by unplugging the modular unit. If CLEC requires that a non-modular unit be replaced with a modular NID, Qwest will perform the replacement and charges will be assessed for the NID and for the time associated with the request. If CLEC is a facility based provider up to and including its NID, the Qwest facility currently in place, including the NID, will remain in place. At no time should either Party remove the other Party's facilities from the other Party's NID.

*SGAT § 9.5.2.1.1* - Qwest shall allow CLEC to connect its loops directly to Qwest's NID enclosures that have additional space and are not used by Qwest or any other Telecommunications Carrier to provide service to the premises. These connections cannot be made in a splice case and such connections must be in compliance with the appropriate sections of FCC 88-57, NESC Sec. 315, and NEC Sec. 800-30. CLEC agrees to pay for the use of the Qwest NID in accordance with the schedules set forth in Exhibit A of this Agreement.

*Id.* at pages 53 and 54.

229. AT&T argued that it is unlawful for Qwest to retain ownership of the NID and attached cable. Qwest countered that the FCC has not mandated that Qwest relinquish ownership of any of its cable and interface facilities that it allows a CLEC to use. *Id.* at pages 54 and 55.
230. AT&T observed that SGAT § 9.5.3 only references single-tenant NIDs and that a CLEC has the right to purchase other NIDs. In response, Qwest changed 9.5.3.2 to read:

SGAT § 9.5.3.2 - Recurring rates for unbundled NIDs are contained in Exhibit A of this Agreement. If a CLEC orders an Unbundled Loop, the recurring NID rate is included as part of the Unbundled Loop rate.

*Id.* at page 55.

231. AT&T contended that ordering just a NID in the LSR "remarks" section can cause problems in the LSR order flow-through. Qwest stated that it was creating a stand-alone order process for NIDs.<sup>9</sup>

#### **4.3 Qwest's Response With Respect to Line Splitting**

232. AT&T, Covad, and WorldCom contended that Qwest should be required to provide access to the Qwest splitters. Further, AT&T asserted that Qwest should be required to offer retail DSL service over a line on which another carrier offers the voice service. Qwest argued that it is not required to provide and own the splitters in a line splitting arrangement. The FCC is in accord with that position. According to Qwest, only

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<sup>9</sup> *Id.* at pages 56 through 59. Qwest allows direct access to MTE terminals and emphasized that it is critical to ensure that CLEC activity is performed in a manner that does not disrupt or rearrange Qwest owned facilities. Qwest observed that the means by which CLECs access MTE terminals depend upon whether or not a cross-connect field exists at the MTE that will allow the CLEC to run jumpers. If a cross-connect field exists, the CLECs can perform the lift and lay procedure to access the customer side of the cross-connect. However, if a cross-connect field does not exist, then the MTE is "hard-wired."

SGAT § 9.3.5.4.5.2.3 specifically states how CLECs can obtain access to MTE terminals that do not contain a cross-connect field. CLECs shall access each subloop in an MTE terminal using a bridging clip that overlays Qwest's termination pin for the particular end user customer on the connecting terminal block, and CLECs shall replace the Qwest line protector dedicated to that end user with a service denial protector or equivalent DC continuity interrupter.

The concern Qwest has about hard-wired MTE terminals is ensuring that its facilities do not create a safety hazard or are not damaged thereby preventing use by Qwest and/or future CLECs. The method stated in SGAT § 9.3.5.4.5.2.3 allows Qwest's facilities to remain connected to the MTE Terminal and ground protection.

Qwest requires the CLEC to use best engineering practices in accordance with industry standards and requires that all wiring shall be neatly dressed. Qwest provided revised SGAT language for Sections 9.5.2.3 and 9.2.5.4 to emphasize these points.

splitters used in its central offices to provision Qwest's retail DSL are part of the DSLAM unit. *Id.* at pages 59 and 60.

233. Covad requested that Qwest be required to provide access to "outboard" splitters. Qwest countered that it does not utilize these types of splitters for itself. Further, Qwest contended that the FCC has made it clear that the ILEC is not obligated either to furnish or to own the splitters. *Id.* at page 60.

234. WorldCom stated that line splitting can be ordered on an existing or new UNE-P and that Qwest should either add the word "new or" before "existing" or remove the word "existing" entirely. Qwest countered that the processes for line splitting and line sharing require that the voice service is "in and working" prior to establishment of DSL service. This same rule applies for Qwest retail DSL service, *i.e.*, if a new Qwest retail customer wishes to establish both voice and data service with Qwest, it is necessary to issue an order to establish the voice service followed with a second order for DSL service. Qwest intended to utilize the same rules for line splitting with a CLEC as it does for its retail customers. *Id.* at pages 62 and 63.

235. AT&T argued that SGAT § 9.21 should be revised to reference the "high-frequency" and "low-frequency" ranges available on the loop, as it is the frequency ranges which are relevant, not the distinction between voice and data services. Qwest countered that this section should use language that is the same as SGAT § 9.4 (Line Sharing). *Id.* at page 63.

236. WorldCom criticized Qwest for mandating collocation. Qwest replied that, in a loop splitting situation, both the CLEC and DLEC need to be collocated in the same wire

center, whereas in a UNE-P situation only DLEC is required to have collocation. There is no requirement for the CLEC to have collocation. Qwest proposed the following SGAT language for clarification:

*SGAT § 9.21.1* - Line Splitting provides CLEC/DLEC with the opportunity to offer advanced data service simultaneously with an existing UNE-P by using the frequency range above the voice band on the copper loop. The customer of record or another data service provider chosen by the customer of record may provide the advanced data service. A POTS splitter must be inserted into the UNE-P to accommodate establishment of the advanced data service. The POTS splitter separates the voice and data traffic and allows the copper loop to be used for simultaneous DLEC data transmission and CLEC provided voice service to the end user. "CLEC" will herein be referred to as the voice service provider while "DLEC" will be referred to as the advanced data service provider. CLEC and DLEC may be the same entity. Only one (1) customer of record determined by the CLEC/DLEC partnership will be identified to Qwest.

*Id.* at page 64.

237. AT&T requested that Qwest delete the first sentence of SGAT § 9.21.1, contending that the POTS splitter must have been previously provisioned in the central office. Qwest countered that the point is moot since Qwest cannot provision line splitting if the DLEC had not previously installed its splitters in the office. *Id.* at page 64.

238. AT&T proposed a definition that is less specific as to the types of services which can be provided over a loop. AT&T's proposed SGAT language is as follows:

*SGAT § 9.21.2.1.2* - To order Line Splitting, CLEC/DLEC must have a POTS splitter installed in the Qwest Wire Center that serves the end user. The POTS splitter must meet the requirements for Central Office equipment Collocation set by the FCC or be compliant with ANSI T1.413.

*Id.* at pages 64 and 65.

239. Qwest subsequently incorporated the proposed language for § 9.21.2.1.2 in the June 29, 2001, SGAT revision. AT&T argued that Qwest should be required to provide Qwest retail DSL service when a CLEC provides the voice service using UNE-P. Qwest asserted that the FCC had rejected such a requirement. *Id.* at page 61.
240. WorldCom proposed incorporation of an SGAT section to address providing and owning POTS splitters. Since Qwest is not required to own the POTS splitters, it did not add such a section to the SGAT. *Id.* at page 65.
241. As requested by WorldCom, Qwest specified general forecasting requirements in SGAT § 3.0. SGAT § 9.21.2.1.7 was deleted as there are no forecasting requirements for line splitting. *Id.*
242. Covad stated that it anticipated that the OSS changes should be minimal. Qwest responded that line splitting OSS costs will not be known completely until all of the line splitting and loop splitting scenarios are identified. These issues will be discussed and decided in the cost docket.<sup>10</sup> *Id.*
243. WorldCom requested that SGAT § 9.21.3.2.2 be removed and contended that it is inappropriate to charge for conditioning loops. Qwest countered that both the FCC and the United States District Court for the District of Colorado have ruled that Qwest may charge for conditioning, including loops under 18,000 feet.

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<sup>10</sup> SGAT § 9.21.3.1.2 deals with Qwest charges to the CLECs to recover the Qwest's costs of modifying OSS systems to allow for Line Splitting ordering and provisioning. Qwest contended that cost recovery of these additional expenses is justified and was contemplated in cost recovery discussions cited in various FCC orders.



244. WorldCom requested changes to SGAT § 9.21.4.1 mirror more closely the responsibilities of the various entities in the pre-ordering process. Qwest changed that section to read:

*SGAT § 9.21.4.1.11* - As part of the pre-order process, CLEC may access loop characteristic information through the Loop Information Tool described in the Support functions Section. The "customer of record" will determine, in its sole discretion and at its risk, whether to add data services to any specific UNE-P associated loop.

*Id.*

245. AT&T contended that Qwest should be required to offer line splitting over resold lines, unbundled loops and EELs. Qwest agreed to develop an offering of loop splitting but would not agree to offer resale splitting or EEL splitting. *Id.*

246. WorldCom suggested changes to SGAT § 9.21.5.2 to reflect Qwest billing of the CLEC or its authorized agent for the services provided. Qwest agreed to bill the "Customer of Record" for both UNE-P and line splitting. Qwest proposed the following SGAT addition:

*SGAT § 9.21.5.2* - Qwest shall bill the Customer of Record for all recurring and non-recurring Line Splitting rate elements.

*Id.* at page 67.

247. Covad proposed that Qwest utilize a non-design flow process for line splitting. Qwest responded that it would use the same process flow as that being used for the underlying unbundled network element. In a line splitting UNE-P environment, Qwest agreed to

utilize a non-design flow process. However, this is not deemed practical for loop splitting scenarios as there is no analog. *Id.* at pages 67 and 68.

248. Covad requested a single order process for the provisioning of line splitting. Qwest asserts that OBF standards do not include a provision for a single line splitting LSR. *Id.* at page 68.
249. Covad requested that separate orders from the CLEC and DLEC should not be required. Qwest agreed with the request as the Customer of Record is to issue the orders. *Id.*
250. Covad requested that the migration from line sharing to line splitting not require loop qualification. Qwest agreed in part with this request. If the data provider remains the same, loop qualification would not be necessary. However, a change of data provider may require loop qualification for purposes of compatibility -- as one DSL provider's service may work, but another DSL provider's service might be incompatible, with the existing arrangement. *Id.* at page 69.
251. Covad proposed specific installation intervals of one day for migrations and five days for conditioning of loops. Qwest strongly disagreed with this proposal, contending Covad incorrectly claimed that many of the affected migrations involve only record changes, absent central office work. Qwest pointed out that the sole exception for which central office wiring is not required is a UNE-P migration if the data provider does not change. Qwest contended that in all other situations central office wiring is required. *Id.*

252. Covad asserted that line splitting transitions could take place without service disruption to end users. Qwest argued that, as most line and loop splitting situations require central office wiring, a disruption in service is almost inevitable. *Id.* at page 70.
253. AT&T and Covad raised questions about the “transitional matrix.” AT&T expressed concern that it had not been included in the process. Qwest ascertained that AT&T is included in the list and will keep them apprised as to meetings and/or conference calls. Qwest has expanded the transitional matrix to include various scenarios presented by Covad and those discussed in other jurisdictions. *Id.* at pages 70 and 71.

#### **4.4 Qwest's Response as to Its Supplemental Rebuttal Affidavit**

254. On May 9, 2001, Qwest submitted the supplemental affidavit and exhibits of Jean M. Liston (*Exhibit 5-Qwest-37*). Ms. Liston's supplemental rebuttal affidavit addressed the following issues:
- ▶ Installation intervals for loops
  - ▶ xDSL FOC trial
  - ▶ Provisioning of loops provisioned using IDLC technology
  - ▶ Provisioning of loops and local number portability (LNP)
  - ▶ Creation of a new coordinated installation control center
  - ▶ Spectrum management
  - ▶ Loop splitting
  - ▶ New NID SGAT language.
255. Qwest reviewed the dispute regarding installation intervals for unbundled loops. Qwest contended that the FCC in the *Verizon Massachusetts Order* supported the use of benchmark intervals developed in collaborative processes. The development of the benchmarks for 2/4 wire analog, 2/4 wire non-loaded, and ADSL compatible loops, cited

in Workshop 5, followed a similar process as that for Verizon in Massachusetts (*Exhibit 5-Qwest-37* at page 4).

256. Qwest reaffirmed its position that the installation intervals found in Exhibit C to the SGAT formed the foundation for the creation of the ROC PIDs and associated benchmarks, noting that the benchmarks for unbundled loops were discussed over several months in the ROC TAG.<sup>11</sup> *Id.* at pages 4 and 5.
257. Qwest asserted that its loop intervals are comparable to those of other ILECs that have received FCC § 271 approval. Exhibit JML-4 compared Qwest's loop intervals with those of Verizon. *Id.* at page 5.
258. Qwest stated that the Colorado xDSL FOC trial started on March 1, 2001, and was completed on April 30, 2001. The trial was established to provide CLECs with meaningful FOC results and to validate the loop qualification database. Based on the trial results, Qwest believed that the xDSL FOC process utilized in the trial improved the accuracy of the FOCs and that the objectives of the trial were realized. During the two-month period, 10 different CLECs placed 2,375 DSL orders. Qwest stated that it provided meaningful FOCs within 72 hours 91 percent of the time in March and 98 percent of the time in April. The due date was met 98 percent of the time during both months. Qwest observed that the actual installation interval in March was five days for

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<sup>11</sup> During the course of ROC TAG discussions the benchmarks changed and so did the actual installation intervals. For example, when discussions started, the installation interval for 2/4 wire non-loaded loops and ADSL compatible loops was six days. Based upon CLEC input and negotiations, the interval was adjusted downward to five days to match the interval for analog loops. Qwest presented Exhibit JML-3 (attached to *Exhibit 5-Qwest-37*) to demonstrate the changes in the OP-4 measurements negotiated by ROC TAG participants.

non-conditioned loops and 10 days for conditioned loops; in April the interval was five days for non-conditioned loops, but 11 days for conditioned loops. Qwest was able to provision conditioned loops in less than the standard 15-day interval due to a pre-survey dispatch and rapid recovery process. *Id.* at pages 6 and 7.

259. Qwest noted that, after the initial Workshop 5 session, Qwest provided the participating CLECs an opportunity to reconcile the xDSL trial data with their own CLEC-specific data. Two CLECs participated in the reconciliation process. That process is ongoing. *Id.* at page 7.

260. Qwest observed that the xDSL FOC trial also served to validate the Raw Loop Data tool. During this trial, Qwest accessed the Raw Loop Data tool and requested raw loop data for all LSRs that were submitted.

261. CLECs expressed concern regarding requirements for conditioning being identified after the FOC or on the Due Date (DD). Qwest replied that:

- ▶ The Raw Loop Data Tool indicated that for 6 percent of the orders the loop was on a loaded pair. However, Qwest was able to find copper loops to provision the service; as a result, conditioning was not required.

- ▶ For another 6 percent of the orders, the Raw Loop Data tool indicated that the facility was on pair gain. However, Qwest was again able to provision the service on a copper loop

- ▶ According to Qwest, during the two-month trial, only seven LSRs were found to require conditioning after the FOC was issued, and there were no such DD occurrences. Analysis also revealed that 35 percent of the LSRs resulted in a “No Working Telephone Number” response. Qwest investigated these issues and incorporated system enhancements to fix 79 percent of the No Working Telephone Number responses.

- ▶ CLECs expressed concerns as to the accuracy of Qwest's loop qualification databases. Part of the ROC OSS test is to validate whether Qwest provides CLECs with loop qualification at parity. Specifically, OSS Test Item 12.7 will validate that (a) the wholesale tool is in parity with the retail qualification tool and

that the results from the wholesale and retail tools are the same; and (b) the databases that feed the tools use the same source data and are updated in the same time frame. *Id.* at pages 7 and 8.

262. Qwest stated it has established a new control center, the Quality Coordinated Control Center, dedicated to coordinated installations. The center was established in March 2001 for seven states and expanded in April to encompass all 14 states in which Qwest operates as an ILEC. The QCCC is to coordinate all installations that involve synchronized start times and includes a special team for “hot cuts” and the provisioning of loops using Integrated Digital Loop Carrier (IDLC) technology. *Id.* at page 9.
263. Qwest referred to the FCC’s approval of Bell Atlantic’s “Hot Cut” performance in New York based on a three-part test. Qwest presented Exhibit JML-7 to describe the test utilized for Bell Atlantic’s approval along with comparable Qwest measurements and results. Based on the April 2001 data, Qwest contended that its coordinated installation performance level exceeded the threshold that the FCC had approved with respect to Bell Atlantic New York. *Id.* at page 9.
264. Qwest presented Exhibit JML-8, an engineering decision tree for determining the best methodology for unbundling a loop served by IDLC. Qwest testified that less than 9 percent of all access lines provisioned in Colorado involve IDLC. Qwest cited the FCC’s *UNE Remand Order*, which, according to Qwest, recognized that in some instances it is not technically feasible to unbundle IDLC. *Id.* at pages 9 and 10.
265. Qwest proposed revisions to § 9.2.2.2.1 to provide additional detail on its IDLC unbundling process. Alternative solutions to unbundling the IDLC, such as copper or

Universal Digital Loop Carrier (UDLC), were described. Qwest's 11-step assignment process was discussed in this context.

- ▶ Qwest always looks for a copper alternative as the first step. If Qwest is able to find an alternative copper pair, the order will be provisioned within the standard interval in Exhibit C of the SGAT.

- ▶ If a copper is not available, Qwest looks to see if there is a UDLC solution. UDLC can also be provisioned within the standard installation intervals.

- ▶ If neither of the above solutions is possible, Qwest investigates other alternatives.

- ▶ The first alternative is to determine if the IDLC is Integrated Network Access (INA)-capable. If the office is equipped to support the INA Digroup solution, then Qwest provisions the service within 15 business days.

- ▶ If the IDLC is not INA capable, but it is supported by ISC303, Qwest will determine if there is a remote, non-Central Office, solution using an existing Universal Digroup. If the loop can be provisioned using an existing Universal Digroup, the loop can be provisioned within the standard interval.

- ▶ If none of the above solutions is available, Qwest will investigate installation of a Central Office Terminal. If a COT solution is possible, then the loop will be provisioned within the standard interval.

- ▶ If a COT is not currently installed in the Central Office, then Qwest will assess the viability of the hairpinning process described in Exhibit JML-9. Hairpinning is used on a very limited basis, three or less per pair gain system, due to the impact on all other services. During the workshop process, Qwest agreed to perform hairpinning on an interim basis on more than three loops while awaiting the installation of a COT.

- ▶ If a COT does not exist in the Central Office, then Qwest will install a new COT. Exhibit JML-8 shows that the installation schedule for a new COT, which requires a Central Office job that can take from 90 to 120 days.

*Id.* at pages 10-12.

266. Qwest cited the Project Coordinated Installation process, described in SGAT § 9.2.2.9.7, which provides CLECs with an option for installing DS1s, and DS3s in a highly structured manner. This may involve, at the CLEC's request, having CLEC employees on the line throughout the cut. Qwest provides Coordinated Project Installations for any group of 25 or more DS0 loops to the same address and agreed, in other forums, to an

AT&T request to adapt the process to unbundled loops with LNP (termed Local Number Portability Managed Cut) or without LNP. *Id.* at page 13.

267. Qwest expanded the spectrum management portion of SGAT § 9.2.6. According to Qwest, spectrum management ensures that the various services within the copper plant at a “binder group” level do not interfere with one another. The FCC charged the Network Reliability and Interoperability Council (NRIC) with developing a process for spectrum management. According to Qwest, NRIC closely monitored the development of American National Standard T1.417, which was approved on January 5, 2001. Exchange carriers, interexchange carriers, manufacturers, and general interest organizations participated in the development of the T1.417 Standard, which established 9 Spectrum Management Classes as basis for spectrum management. Qwest’s rationale for these changes is as follows:

► The industry requested the Common Language Technical Advisory Group to establish Network Channel Interface codes to enable ordering unbundled loops using Spectrum Management Class identification. Exhibit JML-10 displays some industry standard, Spectrum Management Class NCI codes.

► During the industry forum it was agreed that the loop provider has responsibility to manage spectrum, which is in compliance with the FCC *Line Sharing Order*.

► Every loop type has a specific NC/NCI code set that defines the technical parameters of the requested loop and its interfaces. As with any other unbundled elements, CLECs must inform Qwest of the technology that they wish to deploy.

► Qwest is in the process of implementing the industry standard spectrum NC/NCI codes to support spectrum requirements. By requesting an unbundled loop using these new codes, Qwest will be better positioned to provision the unbundled loop to meet the CLEC needs and will also be in a position to manage spectrum.

► Revised §§ 9.2.6.5 and 9.2.6.6 of the SGAT address potential spectrum disturbance disputes. In the trouble isolation process, the CLEC tests the pairs in the binder group and identifies the spectrum class causing the problem. Qwest then provides the CLEC with names of the providers that are utilizing that



spectrum class in that cable. The CLEC is responsible for contacting the providers to determine whose service is causing the interference. *Id.* at pages 13-16.

268. Rhythms Links asserted that Qwest should implement non-final proposals under consideration in the industry forums relating to deployment in remote terminals. Qwest argued that, at this time, there is no standard for remote terminals. Qwest agreed that, once an industry standard for remote deployment is established, Qwest will comply with the standard. *Id.* at pages 16 and 17.

269. In response to technical standards issues raised by the CLECs, Qwest agreed to add SGAT § 9.2.2.2.2, which states:

If there are state service quality rules in effect at the time CLEC requests an Analog Unbundled Loop that establish technical standards for analog loops, Qwest will provide an Analog Unbundled Loop that meets the state technical standards. If necessary to meet the state standards, Qwest will, at no cost to CLEC, remove load coils and bridge taps from the loop in accordance with the requirements of the specific technical standard.

*Id.* at page 17.

270. Qwest revised SGAT § 9.2.2.3.1 to respond to AT&T's request that Qwest list fiber facilities that it will provide. *Id.* at page 17.

271. Qwest added SGAT § 9.2.2.9.1.3 to describe the "Quick Loop" product and will add Quick Loop to the "Exhibit C" interval chart. *Id.* at page 17.

272. Qwest revised the SGAT provisions addressing cooperative testing, SGAT §§ 9.2.2.9.3 and 9.2.2.9.5.3. These state that, if Qwest fails to perform cooperative testing due to Qwest's fault, non-recurring charges will be waived if the CLEC elects to forego cooperative testing. During the workshop process, Qwest agreed to waive the charge if it

fails to perform cooperative testing due to Qwest fault, regardless of whether the CLEC reschedules the testing. *Id.* at page 17.

273. Qwest expanded SGAT § 9.5 to describe three different types of NIDs: (a) Simple NID, typically found in single-family residences or small business; (b) Smart NID, typically associated with DS1 services, which provides special testing capabilities; and (c) MTE NID, associated with Multi-Tenant Equipment. Qwest stated that an MTE is considered a NID when it serves a demarcation point between Qwest facilities and customer wiring. *Id.* at page 18.

274. The SGAT was modified to provide CLECs with the option of accessing the NID from the protector field or the customer side, space permitting, as follows:<sup>12</sup>

- ▶ If the CLEC elects to access the NID from the protector field, then the CLEC must submit an LSR, and the CLEC will be charged a monthly recurring rate.
- ▶ If the CLEC accesses the NID from the customer's side, then no LSR is required and there is no charge to the CLEC.
- ▶ Before a CLEC accesses an MTE terminal, the CLEC must submit a request to Qwest to determine if the terminal equipment is a demarcation point.
- ▶ If the MTE is not the demarcation point, then the CLEC must access that loop according to the subloop terms and conditions identified in § 9.3 of Qwest's SGAT.

*Id.* at pages 18 and 19.

275. Qwest expanded the SGAT to offer loop splitting as described in SGAT § 9.24. SGAT § 9.24 focuses on provisioning split voice and data using unbundled loops rather than an UNE-P platform.

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<sup>12</sup> Qwest contends that this flexibility exceeds provisions established by other ILECs.

Qwest contended that, with these line splitting offerings, Qwest meets its line splitting obligations under the FCC's orders. *Id.* at pages 19 and 20.

## **5. Principal Workshop Discussions and Resolution**

276. Workshop 5, which included a discussion of Checklist Item Nos. 2 and 4, commenced on April 16, 2001. The first session of this workshop continued through April 20, 2001. A follow-up workshop was held on these issues on May 22 to May 25, 2001. Qwest witness Jean M. Liston stated that she filed the “Affidavit of Jean M. Liston” on February 13, 2001 (*Exhibit 5-Qwest-14*); a “Rebuttal Affidavit” on April 2, 2001 (*Exhibit 5-Qwest-20*); and a “Supplemental Rebuttal Affidavit” on May 9, 2001 (*Exhibit 5-Qwest-37*).
277. This section 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.
278. **Workshop Issue No. 4-1 (Loop-1).** Issue as to means of converting from switch-provided service to a UNE loop when the facilities utilize IDLC technology and the CLEC requests a “Basic Installation” option.
279. This issue relates to AT&T's concerns regarding Qwest's coordination of conversion of Qwest switch-based services to UNE loops. This issue was originally associated with SunWest's issues. On April 17, 2001, during the initial workshop, the participants discussed SunWest's allegations as well as Qwest's views. The disputes between SunWest and Qwest were pending in a separate arbitration. During the follow-up workshop, Qwest and SunWest reached a settlement of their pending disputes. SunWest

did not testify further at the follow-up session of Workshop 5, and its issues were closed. (Workshop Transcript, May 25, 2001, page 59.) On June 1, 2001, SunWest issued a Withdrawal of Opposition to Qwest's Petition to Obtain Approval to Enter the In-Region interLATA Telecommunications Market. The Withdrawal stated that Qwest and SunWest had reached a settlement with respect to all of SunWest's outstanding complaints. SunWest further stated that its concerns regarding Qwest's provisioning of unbundled loops over IDLC with number portability and the other issues it raised had been resolved to SunWest's satisfaction and that SunWest no longer had a concern regarding these issues.

280. AT&T requested that this issue be revised to reflect its concerns regarding the process when basic installation is used to convert from a resale or a switch-based service to UNE loops in the situation in which IDLC is used. AT&T witness Wilson questioned whether Qwest had implemented proper processes to address this situation. (Workshop Transcript, May 25, 2001, at pages 56-59.) In response, Ms. Liston testified that Qwest had filled most of the orders mentioned in SunWest's supplemental filing and described several process improvements Qwest had implemented. (Workshop Transcript, May 25, 2001, at pages 33-34, 37-40.) This issue went to **impasse**.

281. **Workshop Issue No. 4-2 (Loop-2).** Issue as to the definition of "loop" in SGAT, so as to be in compliance with the definition in the *UNE Remand Order*.

282. Qwest witness Liston testified that Qwest made the requested definitional changes to the SGAT's definition of "loop" in SGAT §§ 4.34 and 9.2.1. AT&T stated that AT&T's

concern is that the spirit of the *UNE Remand Order* needs to be captured in the SGAT, specifically in the definition of "loop."

283. AT&T suggested further technical changes to the SGAT's definition of "loop," including deletion of the phrase "including inside wire" from the definition of loop, and moving SGAT § 4.15(a) to § 9.2.1.1. Qwest accepted these technical changes (Workshop Transcript, April 17, 2001, at pages 58-63.) The parties agreed that this issue is **closed**. (Workshop Transcript, April 17, 2001, at page 63.)
284. **Workshop Issue No. 4-3 (Loop-3).** (a) Issue as to the addition of the phrase "unbundled from switching and transport." (b) Issue as to Qwest's providing loops in "the same time and manner" as it provisions loops to itself, analogous to provisioning of MegaBit, a Qwest retail DSL service.
285. Qwest stated that the parties reached consensus in another forum on subissue (a). Qwest agreed to add "unbundled from switching and transport" into SGAT § 9.2.2.1. (Workshop Transcript, April 17, 2001, at pages 63-64.) The parties agreed that subissue (a) of Loop-3 was **closed**. (Workshop Transcript, April 17, 2001, at page 64.)
286. The participants then addressed subissue (b) of Loop-3. Qwest was not willing to insert AT&T's proposed language, "provisioned in substantially the same time and manner," to SGAT § 9.2.2.1. Qwest asserted that this language is used by the FCC when there is a "retail analog" and that there is no retail analog in the context of loops. AT&T stated that, in the Arizona Workshop, it had posited that Qwest's MegaBit service is a retail analog for loops. Qwest stated that FCC-approved language is being applied to loop provisioning. (Workshop Transcript, April 17, 2001, at pages 63-72.) The parties agreed

to **defer** this issue to Loop-36. (Workshop Transcript, April 17, 2001, at page 72.) Qwest subsequently agreed to adopt language for SGAT § 9.2.2.1 that provides: “[i]f there is a retail analogue for an unbundled loop, Qwest will provision that loop in substantially the same time and manner as it provisions it for itself.” This subissue was then **closed**.

287. **Workshop Issue No. 4-4 (Loop-4).** Dispute as to the characterization of "capable" and "compatible" loops.

288. This issue related to the use of the term "capable" and "compatible" to describe various loop types. AT&T witness Wilson stated that, pursuant to a discussion on this topic in another jurisdiction, AT&T is now comfortable with the language in SGAT §§ 9.2.2.1.1 and 9.2.2.1.2. At the request of Staff, Qwest witness Liston clarified that Qwest could not change the codes in the technical publications that help define "capable" and "compatible." (Workshop Transcript, April 17, 2001, at pages 72-74.) The parties agreed that this issue was **closed**. (Workshop Transcript, April 17, 2001, at page 74.)

289. **Workshop Issue No. 4-5 (Loop-5).** Contention that Qwest’s technical publications are inaccurate with respect to SGAT language previously agreed to in various workshops, and matter of the timing of Qwest updates.

290. Qwest witness Liston described the cross-referencing of the IRRG and technical publications in the SGAT. Qwest agreed that any changes to the IRRG or technical publications would go through the CICMP process so that CLECs would be notified of any changes. AT&T inquired as to the placement and printing of the IRRG and technical documents on the Internet. WorldCom asked that the stipulation in Workshop 4, at

*Exhibit 4-Qwest-97*, be made part of the record for Workshop 5. Qwest agreed, adding that the IRRG is an evolving document and that Qwest reviews it to ensure consistency with the SGAT. Mr. Charles Steese of Qwest stated that Qwest would update the IRRG and technical publications within 45 days of closing a checklist item. (Workshop Transcript, April 17, 2001, at pages 74-90.) The parties agreed to **close** items Loop-5 (a) and (b) and to **defer** item Loop-5(c) to the General Terms and Conditions workshop (Workshop Transcript, April 17, 2001, at pages 90-91).

291. **Workshop Issue No. 4-6 (Loop-6).** Issue as to phrase "within the voice frequency range" per SGAT § 9.2.2.2.
292. AT&T requested that the phrase "within the voice frequency range" be deleted from SGAT § 9.2.2.2. Qwest agreed to the deletion. AT&T's witness Wilson agreed, but stated that the IRRG and technical publications need to be updated with new SGAT language (Workshop Transcript, April 17, 2001, at pages 91-92). The parties agreed that this issue was **closed** (Workshop Transcript, April 17, 2001, at page 92).
293. **Workshop Issue No. 4-7 (Loop-7).** Means by which Qwest will provide unbundled loops when IDLC is used.
294. Qwest witness Liston cited exhibits to her testimony (*Exhibits 5-Qwest-14 and 5-Qwest 15*) that illustrate the overall unbundling process and address a situation when a loop is within an IDLC. Qwest witness Orrel described how Qwest decides whether unbundling is technically feasible. Covad witness Zulevic and Qwest witness Orrel discussed the deployment of Qwest's next-generation loop carrier.

295. At the follow-up workshop, the participants discussed the engineering decision tree that was attached to Ms. Liston's supplemental rebuttal testimony (*Exhibit 5-Qwest-37*) as Exhibit JML-8 and the hairpinning process described in Exhibit JML-9. Qwest described amendments to SGAT § 9.2.2.2.1 and its commitment to perform hairpinning on more than three loops on an interim basis while awaiting installation of a Central Office Terminal. With this commitment, this issue was **closed** (Workshop Transcript, May 23 2001, at page 106).
296. **Workshop Issue No. 4-8 (Loop-8).** Ability of CLEC to choose facilities and technology when Qwest provides an unbundled loop.
297. Qwest stated that it selects facilities when provisioning unbundled loops and agreed that it will use the same processes for CLECs as it uses for itself. AT&T witness Wilson stated that AT&T had a lingering concern that Qwest has the “power to select technology for special customer situations.” Qwest witness Liston responded by noting that the selection process is mechanized and that Qwest had little ability to intercede with selection of facilities to unbundle loops. AT&T asked whether there was flexibility in the assignment process for a customer to select fiber over copper; Ms. Liston reiterated that there was no such flexibility in the assignment system (Workshop Transcript, April 17, 2001, at pages 108-112). The parties agreed that this issue was **closed** (Workshop Transcript, April 17, 2001, at page 112).
298. **Workshop Issue No. 4-9a (Loop-9a).** Whether Qwest should continue to provide high capacity (OCn) loop facilities solely on an Individual Case Basis (ICB).



299. AT&T raised concerns about the appropriateness of the ICB approach for high capacity loops and the response time for fulfilling a customer request. Qwest witness Liston testified that Qwest offers high capacity loops on an ICB basis because demand for these loops is very low and Qwest sees no reasonably foreseeable demand for such loops. Moreover, the *SBC Texas Order* approved the use of ICB for such loops (Workshop Transcript, April 17, 2001, at pages 112-115). Qwest challenged AT&T's ability to predict demand for high capacity loops and the means by which AT&T provisions such loops on its own facilities. The parties agreed to defer a discussion of the ICB process to the General Terms and Conditions Workshop (Workshop Transcript, April 17, 2001, at page 114).
300. At the follow-up workshop, AT&T did not oppose provision of high capacity facilities on an ICB basis (Workshop Transcript, May 23, 2001, at page 86). However, WorldCom expressed concern as to how Qwest managed the ICB process and means by which CLECs could determine whether they were receiving parity treatment with Qwest's retail services. Qwest witness Liston stated that ICB is literally on a case-by-case basis and that ICB intervals are cited in its Colorado tariffs. As such, CLECs would be accorded parity treatment (Workshop Transcript, May 23, 2001, at page 88). This issue went to **impasse** (Workshop Transcript, May 23, 2001, at page 88).
301. **Workshop Issue No. 4-9b (Loop-9b).** Definition of "ICB."
302. Defining "ICB" was **deferred** to the General Terms and Conditions Workshop (Workshop Transcript, April 18, 2001, at page 18).

303. **Workshop Issue No. 4-9 (Loop-9c).** Whether Qwest has an obligation to construct high-capacity loops on demand for CLECs where there are no facilities available, as distinct from making existing high-capacity facilities available to CLECs.
304. WorldCom contended that Qwest is obligated to build OCn loops for CLECs if none is available. Qwest countered that its only obligation is to make the facilities available that exist in its network (Workshop Transcript, April 18, 2001, at pages 18-23). Qwest cited the construction policies of other BOCs that effectively state that facilities are not constructed on demand for CLECs (*Exhibit 5-Qwest-57*). Qwest agreed to adopt language for SGAT § 9.1.2.1.4 that mandated sharing of certain outside plant construction information with CLECs (*i.e.*, as to anticipated availability of such facilities) (Workshop Transcript, May 23, 2001, at page 113). This issue reached **impasse** (Workshop Transcript, April 18, 2001, at pages 23-28).
305. **Workshop Issue No. 4-10 (Loop-10a).** Qwest's recovery of loop conditioning charges for loops under 18,000 feet.
306. AT&T witness Wilson contended that Qwest costs for removal of loop conditioning to accommodate DSL already are incorporated in the price of the loop and that a separate recovery charge would be double recovery by Qwest. Qwest cited the United States District Court for the District of Colorado's decision enabling loop-conditioning charges to be recovered for loops fewer than 18,000 feet (Workshop Transcript, April 18, 2001, at pages 28-30). The parties agreed to **defer** this issue to the Cost Docket (Workshop Transcript, April 18, 2001, at pages 28-30).

307. **Workshop Issue No. 4-10 (Loop-10b).** Whether or not it is appropriate for Qwest to refund conditioning costs to CLEC if CLEC's customer is "lost" to Qwest within one year, or if a refund should be due if the loss were attributable to Qwest provisioning or quality problems.
308. AT&T witness Wilson argued that, in fairness, a CLEC or Qwest that "takes a customer" after a relatively short period should bear some of the conditioning costs. AT&T contended that, if a customer is lost, the "losing" carrier effectively is financing conditioning for the "winning" carrier and that, accordingly, the "winning" carrier should reimburse the losing carrier for a pro rata share. Qwest and other CLECs did not concur, citing potential risks and inequities, and were not willing to refund such conditioning costs. New Edge stated that such a charge would place smaller CLECs at a competitive disadvantage. Covad and New Edge argued that the issue could, more appropriately, be addressed through use of a Termination Liability Assessment. Qwest contended that refunds should be treated as a billing dispute, with a framework for an appropriate inquiry in any case. Mr. Wilson replied that AT&T's proposed language on this issue is reciprocal and prorated over time (Workshop Transcript, April 18, 2001, at pages 63-72). This issue was at impasse, pending an AT&T take-back to draft language addressing the concerns of other CLECs (Workshop Transcript, April 18, 2001, at page 72).
309. At the follow-up workshop, AT&T presented the language in *Exhibit 5-AT&T-59*. AT&T materially changed its position and proposed a refund when there were provisioning or quality problems attributable to Qwest (Workshop Transcript, May 23, 2001, at page 123). Qwest argued that AT&T's language, which purports to be self-executing, is inherently difficult to implement, as determination of fault is required

(Workshop Transcript, May 23, 2001, at pages 124, 127-29). This issue went to **impasse** (Workshop Transcript, May 23, 2001, at page 132).

310. **Workshop Issue No. 4-10 (Loop-10c).** Whether Qwest should pay for deloading a loop for data use if the loop does not meet the requirements for voice grade service.
311. Rhythms witness Riley inquired as to whether CLECs are required to pay for deloading a loop to provide DSL service if the unbundled loop would not meet voice grade service standards. Qwest witness Liston reviewed Qwest's policies and procedures in connection with deloading loops. Ms. Liston opined that it did not make sense for Qwest to test a loop to determine whether it meets voice grade service standards when the CLEC orders a loop to provide DSL service.
312. Rhythms stated that the issue is being raised in the context of Colorado service quality rules regarding voice grade services. Commission Staff observed that those rules provide a “range of acceptable performance for voice grade service” and only apply to analog voice grade service (Workshop Transcript, April 18, 2001, at pages 30-63). Regardless of Staff’s clarification, the parties were unable to reach agreement. This issue reached **impasse** (Workshop Transcript, April 18, 2001, at page 63).
313. **Workshop Issue No. 4-11 (Loop-11).** Circumstances under which Qwest will provide and charge for extension technology.
314. Qwest witness Liston stated that extension technology is provided for ISDN-capable loops to ensure that the loop meets Qwest's technical standards for ISDN or xDSL-I. If extension technology is required to make the service that the CLEC purchases meet

technical parameters, then the extension technology will be added at no extra charge. SGAT § 9.2.2.5 was changed to clarify this situation. Ms. Liston added that the way a CLEC orders extension technology is through a "test and turn up" process. Rhythms witness Hsiao expressed concern over the defined technical standard that these loops are to satisfy (Workshop Transcript, April 18, 2001, at pages 63-100).

315. At the follow-up workshop, Ms. Liston contended the Qwest's policy for providing extension technology for its retail customers is consistent with SGAT § 9.2.2.5. An exception is that retail customers do receive extension technology that exceeds the requirements of Qwest's technical publications (Workshop Transcript, May 23, 2001, at pages 134-35). With this clarification the issue was **closed** (Workshop Transcript, May 23, 2001, at page 136).
316. **Workshop Issue No. 4-12 (Loop-12).** Removal of the term "access" in SGAT § 9.2.2.6.
317. Qwest agreed to the change, which addressed AT&T's concern. Parties agreed that this issue was **closed** (Workshop Transcript, April 18, 2001, page 100).
318. **Workshop Issue No. 4-13a (Loop-13a).** AT&T concern that the section unduly limits Qwest's obligation to provide digital loops.
319. Qwest made changes to the SGAT to remove the implication that the only type of xDSL loop to be provided by Qwest was an ADSL loop . AT&T concurred with the change incorporated in SGAT § 9.2.2.7 (Workshop Transcript, April 18, 2001, at pages 100-101). The parties agreed that this issue was **closed** (Workshop Transcript, April 18, 2001, at page 101).

320. **Workshop Issue No. 4-13b (Loop-13b).** Whether the spectrum management language in § 9.2.6 was appropriate.
321. AT&T, WorldCom, and Rhythms disagreed with spectrum management language included in Section 9.2.6. The parties discussed spectrum management issues and agreed to **defer** this issue to Issue No. 4-34 (Loop-34) (Workshop Transcript, April 18, 2001, at page 105).
322. **Workshop Issue No. 4-14a (Loop-14a).** Whether Qwest's loop qualification tools are adequate as to the quality of loop information provided and access as to loop facilities databases.
323. Qwest witness Liston described various Qwest tools used for loop qualification. New Edge inquired about qualitative information regarding Qwest's loop qualification tools. Qwest affirmed that such information was available and provided further amplification. Qwest discussed the Colorado FOC trial on the loop qualification issues and information on the FOC trial was exchanged among the parties (Workshop Transcript, April 18, 2001, at pages 179-187).
324. Qwest described some of the quantitative findings associated with the loop qualification tests during the April Workshop and stated more information would be available at the May Workshop (Workshop Transcript, April 18, 2001, at pages 187-203).
325. Qwest also discussed the LFACS database and how that database interfaces with loop qualification tools. Qwest agreed to take back the questions as to what types of databases were available to Qwest's service representatives and whether Qwest's wire center tool

will disaggregate down to a remote terminal level (Workshop Transcript, April 18, 2001, at pages 203-237). The parties agreed that this issue was at impasse, pending answers to the take-backs (Workshop Transcript, April 18, 2001, at page 237).

326. At the follow-up workshop, Ms. Liston further discussed the LFACS database and the databases available to Qwest retail representatives. It was affirmed that Qwest retail sales representatives do not have access to LFACS (Workshop Transcript, May 23, 2001, at page 141). It was determined that Qwest limits LFACS use to the assignment process whereby LFACS is applied in the same manner for both CLEC and Qwest retail accounts (Workshop Transcript, May 23, 2001, at page 143). Qwest subsequently described the OSS test for loop qualifications (Workshop Transcript, May 23, 2001, at page 144).
327. AT&T sought direct access to the operational LFACS because of concerns as to the completeness of the information in Qwest's loop qualification tools (Workshop Transcript, May 23, 2001, at page 152). New Edge expressed concern with disclosure of competitive information if direct access to LFACS were granted (Workshop Transcript, May 23, 2001, at pages 164-65). This issue was taken to **impasse** (Workshop Transcript, May 23, 2001, at page 168).
328. **Workshop Issue No. 4-14 (Loop-14b).** Whether Qwest must create the functionality for CLECs to perform a Mechanized Loop Test on a pre-order basis.
329. AT&T witness Wilson claimed that direct access to MLT is required and that, although CLECs have the ability to perform pre-order MLT for their own customers, functionality for CLECs to perform pre-order MLT for prospective customers being served by Qwest (or another carrier) does not exist. Specifically:

► The DLECs and CLECs contended that they need to know if there is spare copper available for neighborhoods where loops are served over IDLC. Without this it is difficult to ascertain whether it is viable to market their respective retail service in these neighborhoods.

► The DLECs argued that FCC rules specifically call for nondiscriminatory access to test access points so a carrier's own tests can be performed.

► Covad argued that use of MLT for pre-order may be a way of getting sound information on loop pre-qualification and is a potential tool to address pre-qualification problem being experienced.

► AT&T observed that Verizon/Massachusetts § 217 Order (paragraph 58) states that Verizon's Loop Qualification Center performs an MLT test as part of the pre-qualification process.

330. Qwest submitted that MLT works only on switched services and that, as MLT is a test tool for repair purposes, functionality for CLECs to perform pre-order MLT for other carrier customers does not exist. Qwest observed that, furthermore, MLT is an invasive test that "brings down service" while being performed and thus is inappropriate to use on a pre-order basis. For the purposes of pre-order, Qwest argued that it would be giving access to CLECs on ILEC-owned facilities.

331. Qwest witness Liston asserted that retail sales representatives do not have the capability to perform a pre-order MLT. Qwest witness Orrel stated that Qwest has the ability to do MLT on any loop connected to a central office switch; however, difficulty in partitioning customer information is a significant issue associated with MLT access. Qwest argued that comparison with Verizon's method for pre-qualification is flawed as Verizon's manual approach is not comparable with the mechanized method afforded by Qwest.

332. Qwest contended it has incorporated MLT loop information into the appropriate databases that are accessible by the CLECs and is considering means of making MLT testing available to CLECs (for assessment of prospective CLEC customers) in the face



of these challenges. The issue reached **impasse** (Workshop Transcript, May 23, 2001, at page 200).

333. **Workshop Issue No. 4-14c (Loop-14c).** Whether Qwest maintains a competitive advantage by using LFACS updating to make MegaBit referrals.
334. Covad expressed concern that Qwest maintains a competitive advantage by using the LFACS updating process as a concurrent opportunity to provide MegaBit sales referrals. Qwest resolved this issue by investigating the form at issue (*Exhibit 5-Qwest -61*), revising it (*Exhibit 5-Qwest-73*), and agreeing that it does not use the LFACS updating process for sales referrals because there is no link to the MegaBit sales organization (Workshop Transcript, May 25, 2001, at pages 68-84). The parties agreed to **close** this issue (Workshop Transcript, May 25, 2001, at pages 83-84).
335. **Workshop Issue No. 4-14 (Loop-14d).** Whether CLECs can use the Raw Loop Data Tool before a new Qwest voice customer's first bill is issued.
336. Covad contended that Qwest does not update its databases in a timely manner and forces CLECs to wait until the first bill is issued before CLEC can access the Raw Loop Data Tool or place an order. Qwest argued that the process for pre-qualifying loops is the same as for retail as it is for wholesale. However, Qwest has discovered a system problem within the IMA. In the interim, if a CLEC gets a rejection because the customer has not received the first bill, a special order will be put in to bypass the IMA until information to IMA is posted. Qwest observed that the update process includes a one-day lag between "order complete" and "LFACS update." This lag holds for both retail and wholesale; thus, there is parity (Workshop Transcript, May 23, 2001, at pages 189-

191). The parties agreed to **close** this issue subject to resolution in the ROC OSS test (Workshop Transcript, May 23, 2001, at page 191).

337. **Workshop Issue No. 4-15 (Loop-15).** Issue as to (a) what installation options Qwest provides; (b) Qwest's coordinated installation performance; and (c) the requirement for Qwest to wait 30 minutes for CLEC and to provide refund if Qwest misses installation time by 30 minutes.
338. Qwest witness Liston testified that Qwest has amended the SGAT to provide six types of installations incorporated into SGAT § 9.2.2.9 and has made specific commitments to waive charges for cooperative testing if the test is not performed due to Qwest's fault. Qwest has included SGAT amendments under which Qwest must wait 30 minutes for a CLEC and must provide a refund if Qwest misses an installation time by more than 30 minutes (Workshop Transcript, May 23, 2001, at pages 53 and 204). Qwest cited a new Quality Coordinating Control Center that has fostered an approach that enables effective cooperative testing (Workshop Transcript, May 24, 2001, at page 204). The parties agreed that this issue was **closed** (Workshop Transcript, May 23, 2001, at page 204).
339. **Workshop Issue No. 4-16 (Loop-16).** Features and capabilities of Qwest's "Quick Loop" product.
340. Qwest described its "Quick Loop" product and the three-day interval that applies. Qwest noted that current "Quick Loop" does not apply to loops with number portability (Workshop Transcript, May 24, 2001, at page 12). The parties agreed that this issue was **closed** (Workshop Transcript, May 24, 2001, at page 15). Subsequently, in its October 3,

2001, comments at page 4 regarding the draft Volume V Report, Qwest agreed to offer Quick Loop with number portability. The product will be available on October 22, 2001.

341. **Workshop Issue No. 4-17 (Loop-17).** Variation of transmission characteristics depending on Qwest's network configurations.
342. AT&T opposed the sentence in SGAT § 9.2.2.11 to the effect “that transmission characteristics may vary depending on Qwest's network configurations.” Qwest deleted references to Qwest network configurations. Qwest witness Liston asserted that the basic assignment process in this context is the same for wholesale and retail (Workshop Transcript, May 24, 2001, at pages 15-16). The parties agreed that this issue was **closed** (Workshop Transcript, May 24, 2001, at page 16).
343. **Workshop Issue No. 4-18 (Loop-18).** Whether there should be direct CLEC end-user contact with Qwest, as cited in SGAT § 9.2.2.12, that may allow end-user to direct Qwest to disregard CLEC order for Unbundled Loops.
344. AT&T and WorldCom opposed a provision in SGAT § 9.2.2.12 that permits direct end-user contact with Qwest during the course of disconnection or provisioning unbundled loops, on grounds that it circumvents the end user’s CLEC as the primary point of contact and interferes with CLEC’s relationship with end user. Qwest modified SGAT § 9.2.2.12 to state: “If there is a conflict between an end user (or its respective agent) and CLEC regarding the disconnection or provisioning of unbundled loops, Qwest will advise the end user to contact CLEC and Qwest will initiate contact with CLEC.” (Workshop Transcript, May 24, 2001, at page 16.) The parties agreed that this issue was **closed** (Workshop Transcript, May 24, 2001, at page 16).

345. **Workshop Issue No. 4-19 (Loop-19).** (a) Claim that CLEC does not have ability to grant access to third-party property, and (b) provisions that permit CLEC to access loop anywhere along its length.
346. AT&T and WorldCom claimed that Qwest should coordinate access with CLEC and the end user. Qwest amended SGAT § 9.2.2.13 to address CLEC concerns. CLECs argue provisions should permit CLEC to access loop anywhere along its length. Sought-after changes to this effect were incorporated in § 9.2.2.13 (Workshop Transcript, May 24, 2001, at pages 16-20). The parties agreed that this issue was **closed** (Workshop Transcript, May 24, 2001, at page 21).
347. **Workshop Issue No. 4-20 (Loop-20).** Issue as to the purpose of a provision in SGAT § 9.2.2.15 as to the meaning and timing of "Loss Alert."
348. Qwest witness Liston stated that the provision is intended to address the process in situations in which Qwest or another CLEC needs a facility to provide service to an end user. SGAT § 9.2.2.15 was revised substantially to clarify the circumstances under which facilities would be reused (Workshop Transcript, May 24, 2001, at pages 21-24). Qwest agreed in the workshop to make a further modification to strike the reference to § 5.3 in § 9.2.2.15 in response to questions by WorldCom regarding proof of authorization (Workshop Transcript, May 24, 2001, at page 23). With the modification, the parties agreed that this issue was **closed**. (Workshop Transcript, May 24, 2001, at page 24).
349. **Workshop Issue No. 4-21 (Loop-21).** Permitting the CLEC to select transmission technology.

350. Qwest witness Liston stated that SGAT §§ 9.2.2.3 and 9.2.2.3.1 were amended to state that parity is provided in assigning facilities. Section 9.2.3 was amended to refer only to rate elements (Workshop Transcript, May 24, 2001, at pages 24-25). With Qwest's amendments, the parties agreed that this issue was **closed** (Workshop Transcript, May 24, 2001, at page 25).
351. **Workshop Issue No. 4-22 (Loop-22).** More explicit definition of "miscellaneous charges."
352. Qwest clarified SGAT § 9.1.12 to refer to the definition of "miscellaneous charges" in SGAT § 4.39(a) (Workshop Transcript, May 24, 2001, at page 25). This language was addressed and **closed** in the UNE workshops, Workshop 4 (Workshop Transcript, May 24, 2001, at page 26).
353. **Workshop Issue No. 4-23 (Loop-23).** Question as to installation hours referenced and application of overtime rates to "out-of-hours" installations.
354. Qwest stated that consensus had been reached on SGAT § 9.2.3.7's reference to "out-of-hours" rates, subject to AT&T's right to challenge as to whether such rates should be different than the standard rates determined in the Cost Docket.<sup>13</sup> Qwest witness Liston stated that this issue would be further discussed in the Cost Docket (Workshop Transcript, May 24, 2001, at pages 26-28). The parties agreed to **defer** the issue to that docket.

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<sup>13</sup> The term "out-of-hours" rates has supplanted "overtime" rates.

355. **Workshop Issue No. 4-24 (Loop-24).** Whether the final results of the xDSL Firm Order Confirmation trial substantiate the adequacy of Qwest's performance.
356. CLECs wanted clarification as to Qwest's standard operating procedures taking into consideration results of the xDSL FOC trial to estimate more precisely the intervals for service delivery and UNE turn over. CLECs also contended that Qwest's current process of issuing successive FOCs can precipitate a multiple jeopardy per LSR, undermines CLEC customer confidence, causes customer relations problems for CLECs, and results in high incidences of CLEC customer service cancellations. AT&T requested information from Qwest regarding "the apparent breakdown of the disconnect process, as initially identified through testimony of SunWest."
357. Qwest stated that it responds with an FOC once circuit design for a particular customer has commenced. If Qwest finds that the customer is on an IDLC and the circuit cannot be designed because an unbundled loop is not available, a second FOC is sent advising the CLEC that the order is going to be held (at which time the corresponding disconnect order gets stopped). Affected IDLC orders are being placed in "held status" and are no longer being automatically rejected. Rather, problems with disconnects are being addressed, and appropriate methods to process orders are being instituted. Qwest contended its procedures are consistent with FCC requirements and that preliminary xDSL FOC results indicated that Qwest has improved the FOC process. Qwest deleted certain SGAT provisions, expanded § 9.2.4.3.1, and added § 9.2.4.4.1.
358. Qwest provided preliminary results of xDSL trial presented in Exhibit JML-10 and reviewed the completed FOC trial. CLEC-specific data had been provided for purposes

of data integrity review. Qwest stated that only Covad stated that it had issues with data integrity. Covad raised concerns regarding Qwest's response time in providing FOCs and results specific to OP-3 and OP-4 PIDs.

359. The parties originally intended to discuss the final trial results at the workshop in May. Due to interests of other CLECs and Covad's specific contentions with the results/data, the parties agreed to schedule a conference call to review FOC trial and more finalized data results (Workshop Transcript, May 25, 2001, at pages 14-15). Qwest FOC Trial Data (*Exhibit 5-Qwest-72*) were provided to the interested parties in advance of conference call. The conference call was conducted on June 18, 2001; however, the parties were unable to complete data reconciliation.
360. Participants agreed to proceed with a 72-hour FOC for xDSL loops. Qwest contended that an interim 72-hour FOC improved value and the meaningfulness of the FOC process, the longer-term goal being development of a single, streamlined FOC process. A number of process changes were made during the trial (*e.g.*, issuing jeopardy notices rather than "false" FOCs for those orders that could not meet the standard interval.). But underlying concerns were not resolved, and the issue reached **impasse** (Workshop Transcript, May 25, 2001, at pages 14-15)
361. **Workshop Issue No. 4-25 (Loop-25).** Concern as to the term "after proof of authorization."
362. AT&T expressed concern with the SGAT's proof of authorization description (Workshop Transcript, May 24, 2001, at pages 28-31). At the recommendation of WorldCom, Qwest agreed to strike the phrase "after proof of authorization" in SGAT § 9.2.4.2. With this

change, the parties agreed to **defer** this issue to the General Terms and Conditions Workshop (Workshop Transcript, May 24, 2001, at page 31).

363. **Workshop Issue No. 4-26 (Loop-26).** Whether Qwest is unlawfully limiting the number of orders CLECs may place, and concerns as to what constitutes a “complete and accurate” LSR.
364. Qwest witness Liston stated that there is no limitation on the number of LSRs that can be placed in a day, and that there is a limitation on the number of lines or loops within an LSR. SGAT § 9.2.4.4 has been amended to clarify its meaning and intent; CLECs may submit any number of LSRs per day, but only 24 orders are allowed per LSR (Workshop Transcript, May 24, 2001, at pages 31-38). 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. The parties discussed rejection of LSRs. CLECs contended that there is no PID that provides for a measure of LSR completeness and accuracy, only for the number of rejections. Issues regarding the ordering process were **deferred** to the General Terms and Conditions Workshop discussion of SGAT § 12.0 (Workshop Transcript, May 24, 2001, at page 40).
365. **Workshop Issue No. 4-27 (Loop-27).** Whether Qwest has different repair hours/intervals for CLECs than for itself.
366. In response to questions from Rhythms, Qwest clarified that, with regard to SGAT § 9.2.5, CLEC repair hours/intervals are at parity with Qwest's retail customers. No SGAT changes were necessary (Workshop Transcript, May 24, 2001, at pages 41-44).



The parties agreed that this issue was **closed** (Workshop Transcript, May 24, 2001, at page 44).

367. **Workshop Issue No. 4-28a (Loop-28a).** Whether Qwest should reimburse CLECs for testing expenses and related costs incurred when trouble isolation is performed and the problem is isolated to Qwest's facilities.
368. AT&T contended that, in the event that Qwest's trouble isolation leads to incorrect CLEC repair resolution assignment, CLECs should be reimbursed for a maintenance-of-service charge in an amount equivalent to the charge that Qwest would impose on CLEC. Conversely, CLECs wanted provisions for refunds when Qwest incorrectly charges CLEC with a maintenance-of-service charge if testing ultimately discloses the problem to be associated with Qwest facilities. AT&T witness Wilson stated that AT&T is concerned that trouble isolation costs already are built into the usual loop costs.
369. Modifications requested by AT&T were incorporated in revised §§ 9.2.5.2 and 9.2.5.3. In addition, Qwest submitted the following language for § 9.2.5.4 that was agreed to by participants:

Section 9.2.5.4. Qwest will maintain detailed records of trouble reports of CLEC-ordered Unbundled Loops, comparing CLEC provided data with internal data, and evaluate such reports at a minimum of a quarterly basis to determine the cause of loop problems. Qwest will conduct a quarterly root cause analysis of problems associated with UNE loops provided to CLECs by Qwest. Based on this analysis, Qwest will take corrective measure to fix persistent and recurrent problems, reporting to the CLECs on the analysis and the process changes that are instituted implemented to fix the problems. (*Exhibit 5-Qwest-75*)

370. The issue was **closed** with deferral of the maintenance of service charge itself to the cost docket (Workshop Transcript, May 25, 2001, at page 109).
371. **Workshop Issue No. 4-28b (Loop-28b).** Whether Qwest should be required to accept LSRs with minor address errors.
372. AT&T witness Wilson contended that Qwest should accept LSR orders with minor address problems to expedite the service provisioning process (Workshop Transcript, May 24, 2001, at pages 82-94). Qwest witness Liston contended that address information is vital and that errors complicate Qwest's work effort. The parties considered what would constitute an "immaterial" difference.
373. Qwest recommended CLECs' use of the address validation tool to ensure correct address submittals (Workshop Transcript, May 24, 2001, at pages 81 and 91) and observed that the tool is being evaluated in the ROC OSS test. Qwest sought deferral as ROC OSS testing will be investigating unknown causes for inadvertent LSR rejections (*e.g.*, due to bad addresses) (Workshop Transcript, May 24, 2001, at page 82). The issue was at **impasse**, with address validation considerations deferred to the OSS test (Workshop Transcript, May 24, 2001, at page 95).
374. **Workshop Issue No. 4-28c (Loop-28c).** OCC request as to sharing of test results.
375. Qwest has amended SGAT §§ 9.2.2.9.2.2, 9.2.2.9.2.3, and 9.2.2.9.5.1 to state that Qwest will provide its test results via email to CLECs at a designated CLEC office email address (Workshop Transcript, May 24, 2001, at pages 98-104). The parties agreed that this issue was **closed** (Workshop Transcript, May 24, 2001, at page 104).

376. **Workshop Issue No. 4-29 (Loop-29).** Process as to how Qwest provisions unbundled loops with number portability.
377. Qwest witness Liston distributed charts describing provisioning of loops with local number portability. The process was described in detail. The parties agreed that this issue was **closed** (Workshop Transcript, May 24, 2001, at page 116).
378. **Workshop Issue No. 4-30 (Loop-30).** CLEC ability to purchase repeaters for DSL services.
379. Qwest stated that it allows purchase of repeaters at test and turn-up when CLEC expresses need. Covad was no longer experiencing problems ordering repeaters and was informed by Qwest that repeaters can be obtained for services, as required (Workshop Transcript, May 24, 2001, at page 116). The parties agreed that this issue was **closed**.
380. **Workshop Issue No. 4-31a (Loop-31a).** Whether Qwest has an appropriate process for handling "held orders" in conjunction with its Build Policy, as enumerated in the SGAT, and concern as to the absence of CLEC input.
381. WorldCom, AT&T, and Covad expressed concern about the means by which Qwest's held order backlog is cleared after 30 days and about the LSR rejection policy of canceling new orders when no facilities are available. Qwest witness Liston described Qwest's policy on held orders and the reasons for that policy.
382. Qwest "held order backlog" involves a one-time, 30-day review cycle for "pending past due" held orders for which:

All facilities were exhausted.

Available facilities were incompatible with facilities requested.

The order was held for customer (CLEC) reasons, such as the CLEC's failure to respond to an inquiry from Qwest.

383. In the past, Qwest would continue to hold orders even when facilities were exhausted or where facilities were available but were not compatible with the facilities requested (*e.g.*, an order for a 2-wire, non-loaded loop, which requires a copper facility, in a community that is completely served by a pair gain set of facilities). Under these circumstances, Qwest found that it made no sense to hold the order in limbo (Workshop Transcript, May 24, 2001, at pages 119-20, 128). Qwest's policy regarding held orders is provided through the CICMP process to all participating CLECs.<sup>14</sup>
384. AT&T witness Wilson expressed concern that this process did not involve any CLEC input. AT&T contended that such a 30-day process provides Qwest the opportunity to make unilateral decisions, without corroboration of the compatibility or availability of facilities associated with an affected CLEC order. This issue reached **impasse** (Workshop Transcript, May 24, 2001, at page 171).
385. **Workshop Issue No. 4-31b (Loop-31b).** Whether Qwest should be required to build facilities for use by CLECs where none are available, and, if so, an appropriate Qwest build policy.
386. The parties engaged in an extended discussion of Qwest's obligation to build facilities where none are available. Qwest distributed *Exhibit 5-Qwest-57*, which shows the

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<sup>14</sup> Exhibit JML-8 and *Exhibit 5-Qwest-15* are copies of the CICMP notice, and *Exhibit 5-Qwest-77* is the revised notice. (CICMP is now the Change Management Process.)

practices of other ILECs with respect to construction of new facilities. According to Ms. Liston, Qwest established policies, as stated in “Qwest Position Statement on Build Requirement for Unbundled Loops,” conformed to applicable State and FCC requirements. Specifically, the Act, case law, and FCC decisions only require access to Qwest's existing network; Qwest is not required to build a new network for the purposes of unbundling. Qwest cited the practices of other ILECs with respect to construction of new facilities in this regard. Covad witness Zulevic inquired as to whether facilities could be built through a special order process, with a CLEC bearing such costs, which was affirmed by Qwest. CLECs contended that the responsibilities of Qwest for CLEC requested builds, reflected in the applicable rules and citations, extend beyond the boundaries delineated by Qwest. AT&T witness Wilson expressed concern about the impact of fill factors (*i.e.*, facility utilization levels) on a decision not to build further facilities, which was disputed by Qwest. The parties agreed this issue was at **impasse** (Workshop Transcript, May 24, 2001, at page 155).

387. **Workshop Issue No. 4-32 (Loop-32).** Concerns regarding roll-out of ADSL and ISDN loop offerings.
388. Qwest witness Liston discussed Rhythms' inquiry as to when ADSL and ISDN loop offerings were rolled out. Ms. Liston stated that ISDN loops have been available since 1997 and ADSL loops have been available since late 1999 (Workshop Transcript, May 24, 2001, at pages 177-179). This issue was **closed** (Workshop Transcript, May 24, 2001, at page 179).

389. **Workshop Issue No. 4-33 (Loop-33).** Whether Qwest has demonstrated sufficient policies and procedures to prevent anticompetitive behavior and to respond to CLEC allegations of anticompetitive conduct by its employees.
390. CLECs alleged that Qwest engages in anticompetitive conduct. CLECs maintained that:
- There are no guarantees that disciplinary actions will be taken when a Qwest employee violates Code of Conduct, and
- There is too much discretion on the part of direct supervisors or managers to take disciplinary actions when such action is warranted.
391. Qwest witness Liston contended that testimony previously has been filed regarding Qwest's Code of Conduct and discussed the various documents regarding Qwest's policies and Code of Conduct. Qwest cited specific responses to violations, and other parties offered their experiences (Workshop Transcript, May 24, 2001, at pages 179-193). Qwest also presented a letter regarding investigation of CLEC complaints (*Exhibit 5-Qwest-68*) and an email sent to all network employees reminding them of their obligations under the Code of Conduct (*Exhibit 5-Qwest-74*). Furthermore, Qwest stated that it is issuing a letter from upper management to all Qwest network employees reaffirming Code of Conduct responsibilities and stating that disciplinary actions will be taken in the event of noncompliance. Qwest contended that it has addressed the CLEC concerns regarding manager responsibilities. Covad argued that these measures do not provide adequate assurance. Issue remained at **impasse** (Workshop Transcript, May 25, 2001, at page 86).
392. **Workshop Issue No. 4-34 (Loop-34).** Regarding spectrum management: (1) whether CLECs need to disclose NC/NCI codes to Qwest, (2) whether Qwest should be required

to implement draft procedures relating to remote deployment of DSL, and (3) whether Qwest properly manages T1 facilities.

393. The parties began discussion of spectrum management issues by distributing several exhibits. Rhythms witness Reilly described new standards Rhythms deems appropriate for spectrum management (TE1.417 and Annex A). Qwest witness Orrel countered that these were not formal standards as yet. Policies at issue for spectrum management include:

Disclosure of NC/NCI codes to Qwest. Rhythms believed disclosure is unnecessary if all carriers comply with spectrum guidelines. Qwest asserted that the FCC rejected Rhythm's position and requires disclosure of this information to the incumbent for spectrum management purposes.

Implementation of a process for remote deployment of DSL in advance of T1E1 recommendations. Rhythms claimed that Qwest should not wait until T1E1 recommendations are developed to implement remote deployment of DSL. Qwest asserted that it is premature to implement remote deployment of DSL before industry consensus is reached.

Requirements to migrate T1 facilities to new technology as disturbances arise. Rhythms asserted that T1 facilities should not prevail in a spectrum dispute. Qwest asserted that it is now properly managing T1 facilities.

Concerns that intermediate devices placed outside the loop plant would not be encompassed by the rules for spectral issues. Qwest indicated that

it would consider adding language to the SGAT to ensure that intermediate devices are subject to certain technical standards. Qwest stated that there are no hard standards for these issues, only recommendations (Workshop Transcript, April 18, 2001, at pages 100-114).

Importance of understanding what services CLECs intend to offer over a loop for effective spectrum management. Rhythms contended that Qwest should provide information as to the makeup of the loop, rather than waiting for DLECs to tell Qwest of the intended use of the loop. Qwest questioned the impact of a DLEC using nonconforming equipment or services on the loop (Workshop Transcript, April 18, 2001, at pages 100-114).

394. AT&T inquired about dispute and management problems that may appear when Qwest addresses an interference problem. Qwest affirmed its intent is to assist with any dispute problems. Appropriate technical standards for loops were addressed. Mr. Orrel stated that Qwest's spectrum management rules would be applied equally (Workshop Transcript, April 18, 2001, at pages 120-159).
395. The parties agreed to incorporate the record from the multi-state proceeding, including all exhibits, for this issue. Those materials were assigned *Exhibit 5-Qwest-69*. The parties agreed that this issue was at **impasse** (Workshop Transcript, May 24, 2001, at page 194).
396. **Workshop Issue No. 4-35 (Loop-35).** Colorado Commission approval of prices.



397. The parties agreed to **defer** the question of whether all prices have been approved by the Commission to the Cost Docket (Workshop Transcript, May 24, 2001, at page 197).
398. **Workshop Issue No. 4-36a, b, d, g and h (Loop-36a, b, d, g, and h).** Whether loop installation intervals in SGAT Exhibit C are appropriate.
399. Qwest witness Liston distributed *Exhibit 5-Qwest-55*, a revision to SGAT Exhibit C, addressing loop intervals. AT&T witness Wilson stated that, for subsection (a) 2/4-wire analog loops, AT&T would prefer a three-day period, rather than Qwest's five-day period. Ms. Liston stated that Qwest would not change the installation period in subsection (a) because the current period is consistent with industry standards. For subsection (b) 2/4 wire non-loaded loops, ISDN loops, and ADSL compatible loops that do not require conditioning, AT&T asked for a three-, four-, or five-day installation period rather than Qwest's proposed five-, six-, or seven-day period. Qwest introduced *Exhibit 5-Qwest-70* (Bell South's loop installation intervals) and Exhibit JML-4 to *Exhibit 5-Qwest-37* (Verizon's intervals) to show that Qwest's intervals are consistent with, or better than, those of other ILECs.
400. For subsection (d) DS1 loops, AT&T asked for installation periods of five, six, or seven days, depending on the size of an order. AT&T claimed that Qwest improperly increased the interval for DS1 loops from this standard. Qwest distributed *Exhibit 5-Qwest-71* that showed Qwest's intervals are consistent with those of Verizon, which have been approved by the FCC. Qwest also argued that the nine-day interval in Exhibit C is consistent with its retail interval for these loops.

401. For subsection (g), loop conditioning, Covad sought a DSL loop conditioning period of five days, rather than Qwest's 15-day proposal. Ms. Liston stated that many ILECs condition loops for DSL service on an ICB basis, and Qwest is unique in specifying a conditioning cycle.
402. For subsection (h), AT&T requested repair intervals shorter than the Exhibit C intervals of 24 hours for out of service conditions and 48 hours for other troubles. AT&T argued that, because it must provide repair service in 24 hours to its customers, it needs Qwest to perform repairs in fewer than 24 hours. Ms. Liston discussed that these service intervals are on parity with Qwest's own retail intervals, consistent with the ROC PIDs, and consistent with FCC guidance that maintenance and repair of loops have a retail analogue (Workshop Transcript, May 24, 2001, at pages 197-272). This issue reached **impasse**.
403. **Workshop Issue No. 4-36c, e, f, i, and j (Loop-36c, e, f, i., and j).** Whether loop installation intervals in SGAT Exhibit C are appropriate.
404. CLECs agreed to the intervals stated in subsections (c), (e), (f), (i), and (j) in SGAT Exhibit C (Workshop Transcript, May 24, 2001, at pages 197-272). This issue is **closed**.
405. **Workshop Issue No. 4-37 (Loop-37).** Whether idle inter-office facilities held in reserve for future use should be re-designated as “available for assignment” as an unbundled loop when CLEC makes a request for loops that are otherwise unavailable.
406. AT&T witness Wilson contended that Qwest should be required to redesignate interoffice facilities to loop facilities when there is no other loop capacity available. Qwest witness Hubbard stated that, because of the way IOF fiber is spliced, it is not possible to

redesignate that fiber. Mr. Hubbard discussed Qwest's transitioning of IOF from copper to fiber. Qwest witness Liston added that Qwest's policy is not to redesignate IOF for loops (Workshop Transcript, May 25, 2001, at pages 110-115). The parties agreed that the issue was at **impasse** (Workshop Transcript, May 25, 2001, at page 115).

407. **Workshop Issue No. 4-38 (Loop-38).** Intervals for orders involving subsequent appointments, including redeployment of UNE loops.
408. AT&T raised a concern about intervals on subsequent orders, including redeployment of UNE loop (Workshop Transcript, May 25, 2001, at page 120). The parties agreed to **defer** this issue to the General Terms and Conditions Workshop (Workshop Transcript, May 25, 2001, at page 121).
409. **Workshop Issue No. 4-39 (NID-1a, b, c, d, and e).** Whether Qwest should (a) make a NID available on stand-alone basis, even when Qwest owns the inside wire; (b) not limit CLEC's access to only residential NIDs; (c) remove the restriction to inside wire terminals; (d) include "smart NIDs"; and (e) include termination devices for all NID functions.
410. Issue (a) was addressed from pricing and access perspectives, which was discussed in turn.
411. *NID Access* – At issue was whether CLECs are to have free and clear access to the NID, regardless of whether Qwest owns the inside wire. AT&T cited the FCC mandate for access to the direct NID, which becomes problematic when the NID is "sub-looped" (*i.e.*, in which case inside wire may be considered a sub-loop "product"). AT&T argued

Qwest's proposed protocol limits CLEC access under some scenarios or forces the CLEC to bear additional costs to enable access to the customer inside wire. Qwest argued that this is consistent with Verizon's product offerings, except that Qwest allows CLECs greater latitude by permitting CLECs to perform their own wiring on both the protector and customer side of the terminal (Workshop Transcript, May 22, 2001, at pages 30-38). The SGAT was modified to separate the NID from distribution plant and was amended to identify three different kinds of NIDs. Issue (a) reached **impasse** as to "access."

412. *NID Price* - At issue was whether CLEC can order NID on an unbundled basis rather than on a subloop basis. Qwest contended that the FCC refers to intrabuilding cable as a subloop element and therefore the subloop section of SGAT applies. Qwest stated it provides the same access to an MTE terminal for access to subloop elements as it provides to a NID. Qwest contended the ordering process for subloop access is necessary to enable Qwest to obtain information it needs for maintaining its databases. Qwest stated it has not adopted a comprehensive cost methodology; it proposes a standard subloop price in the specific instance when Qwest owns the inside wire and the NID becomes a multi-tenant terminal. AT&T argued that, regardless of these considerations, a CLEC should be able to order NID on an unbundled price as distinct from a subloop basis. Issue (a) was **closed** as to "price."

413. With respect to NID subissue (b), the SGAT was modified to provide that CLECs are not limited to only residential NID access (Workshop Transcript, May 22, 2001, at page 100). With respect to NID subissues (c), (d), and (e), the SGAT was amended to remove the access limitation to residential NIS, restrictions on inside wire terminals, and inclusion of "smart NIDs." These issues were **closed**.

414. **Workshop Issue No. 4-40a (NID-2a).** CLECs installation of their own NIDs when obtaining loops.
415. SGAT § 9.5.2 was revised so that CLEC installation of its own NID is not required. This issue was **closed**.
416. **Workshop Issue No. 4-40b (NID-2b).** Whether Qwest should be required to allow CLECs to remove Qwest's connections from the protector when CLECs access the protector field.
417. The parties discussed whether Qwest should be required to allow CLECs to remove Qwest's connections from the protector when CLECs access the protector field. AT&T witness Wilson testified that AT&T's request to remove Qwest's wiring is consistent with an AT&T standard practice document dated in 1969. Qwest witness Liston discussed the need for compliance with the National Electric Safety Code when accessing the protector field.
418. The parties agreed that this issue was at **impasse** (Workshop Transcript, May 22, 2001, at pages 42-51).
419. **Workshop Issue No. 4-40c (NID-2c).** CLEC direct access to NIDs.
420. Phrase "without restriction" was added to SGAT § 9.5.2.1.1. Issue was **closed**.
421. **Workshop Issue No. 4-41 (NID-3).** (a) Provision for CLEC labeling on facilities, and (b) Qwest's policy or practice on replacing NIDs.

422. (a) Qwest was concerned that, absent labeling, it would not know or have a record of CLEC activity and wanted labels to include telephone number for CLEC coordination and notification. Qwest modified SGAT § 9.5.2.1.5 to provide for certain labeling requirements, including the statement: “Qwest will not make any rearrangements of wiring that is provided by another carrier that relocates the other carrier’s test access point without notifying the affected carrier promptly after such rearrangement if CLEC has properly labeled its cross connect wires.” Issue was **closed** (Workshop Transcript, May 22, 2001, at pages 51-58).
423. (b) Replacement of non-modular NIDs with modular NIDs was addressed in SGAT § 9.5.2.1; other replacements were addressed in § 9.5.2.2. The participants agreed that, unless the NID to be replaced is defective, CLEC will pay for the replacement. Issue was **closed**; rates are to be addressed in cost docket (Workshop Transcript, May 22, 2001, at pages 51-58).
424. **Workshop Issue No. 4-42 (NID-4).** Whether Qwest should retain ownership of NID.
425. Qwest opposed the request that it relinquish ownership and asserted that CLECs should lease NIDs. SGAT § 9.5.2.2 was modified to include, “At a CLEC’s request, Qwest will change the NID on an individual request basis . . . .” The parties agreed that this issue was **closed**.
426. **Workshop Issue No. 4-43 (NID-5).** Limitation of rate elements to single tenant NIDs.

427. SGAT § 9.5.3 was amended so as not to limit rate element to "single tenant NIDs." SGAT § 9.5.3.2 was modified to include term “. . . and apply pursuant to § 9.5.2.5.” This issue was **closed**.
428. **Workshop Issue No. 4-44 (NID-6).** Whether the Qwest order procedure should be revised to eliminate ordering stand-alone NID in “Remarks” section of LSR.
429. Qwest stated that it is creating a stand-alone order process. SGAT § 9.5.4.3 was modified to include the following statement: “Subject to the terms of § 9.5.4.2, CLEC may perform a NID-to-NID connection according to § 9.5.2.3, and access the protector field of the Simple or Smart NID by submitting an LSR.” (Workshop Transcript, May 22, 2001, at page 27.) The parties consider this issue **closed**.
430. **Workshop Issue No. 4-45 (NID-7).** Whether CLECs should be allowed to access MTE inside wire through Qwest's protector field without paying for the NID when no other access is available and when the CLEC has provided its own protector.
431. AT&T offered language that would exempt CLECs from charges for access to the protector side of a NID if the CLEC provides its own electrical protection. Qwest argued that, if a CLEC accesses the protector side of the NID, the CLEC should pay for it. AT&T witness Wilson acknowledged that a situation that would prevent a CLEC from accessing inside wire -- thus requiring the CLEC to access the inside wire through Qwest's protector field -- would be extremely rare (Workshop Transcript, May 22, 2001, at pages 62-65). This issue reached **impasse** (Workshop Transcript, May 22, 2001, at page 65).

432. **Workshop Issue No. 4-46 (NID-8).** Nature and extent of notification and coordination necessary when a CLEC needs to add cross-connect fields at an intermediate Qwest location.
433. AT&T sought to add language to make provisions for the situation affecting complex CPE, where the CLEC needs to add cross-connect fields at intermediate Qwest locations. Qwest agreed that some notification and coordination arrangements would be appropriate in situations addressed by SGAT § 9.5.4.2. SGAT § 9.5.4.2.1 was modified to incorporate such a request in the LSR process, allowing for a 10-day interval and adding language regarding dispute resolution. This issue was **closed**.
434. **Workshop Issue No. 4-47 (NID-9).** Interpretation of term: “If Qwest demonstrates that a CLEC working in the NID necessitated the dispatch repair, the identified . . . .”
435. AT&T proposed language to address the process should a billing dispute arise when Qwest repairs or replaces a NID. This was to address a concern with vagaries implicit in use of the term “demonstrates,” as distinct from “dispute resolution processes,” with respect to determining who must bear the cost. SGAT § 9.5.5.1 was modified to include “Billing disputes will be resolved in accordance with the dispute resolution process contained in this Agreement (SGAT).” This also was to be addressed in “dispute resolution” portion of the General Terms and Conditions Workshop (Workshop Transcript, May 22, 2001, at pages 78-100). The parties agreed this issue was **closed** (Workshop Transcript, May 22, 2001, at page 116).
436. **Workshop Issue No. 4-48 (NID-10).** Whether the statement “if a party caused a service outage to a customer of the other party, then the party causing the damage would be



liable” could be interpreted as an expansion of CLEC liability beyond the liability that is stated in the tariff.

437. Qwest amended SGAT § 9.5.2.6 to remove implication that a CLEC's liability could exceed the liability stated in the tariff. The parties agreed that this issue was **closed** (Workshop Transcript, May 22, 2001, at page 112).
438. **Workshop Issue No. 4-49 (LSPLIT-1).** (a) Whether Qwest should be required to provide access to its POTS splitters, and, if so, (b) whether Qwest should be required to locate POTS splitters as close to the MDF as possible.
439. AT&T wanted Qwest to provide access to "outboard" splitters. Qwest witness Liston stated that Qwest does not provide “outboard” splitters and contended that technical constraints do not allow it to do so. AT&T’s witness Wilson argued that Qwest should provide line-at-a-time splitters when Qwest provides splitters to itself that are not integrated with the DSLAM. AT&T also contended that Qwest's splitters are not integrated and could be made available on a line-at-a-time basis. AT&T stated that Qwest should give consideration to connections if and when integration of splitters into its DSLAMs were to occur (Workshop Transcript, May 22, 2001, at pages 140-151). This issue reached **impasse** (Workshop Transcript, May 22, 2001, at page 151).
440. WorldCom witness Hines contended that, subject to availability, POTS splitters should be located as close to the MDF as possible. WorldCom observed that a record on the location of POTS splitters has been established. In this context, if Qwest were required to provide splitters, a request for Qwest to "build" would mandate deployment in an

appropriate manner. (Workshop Transcript, May 22, 2001, at pages 146-159). This issue reached **impasse** (Workshop Transcript, May 22, 2001, at page 159).

441. **Workshop Issue No. 4-51 (LSPLIT-2).** Whether Qwest is under any obligation to combine retail services and UNEs when a CLEC provides voice service over UNE-P.
442. Qwest witness Liston stated that Qwest does not offer its retail DSL service (*i.e.*, MegaBit) when a CLEC provides the voice service over UNE-P. This policy is predicated on the FCC's *Line Sharing Reconsideration Order* (FCC 01-026, ¶ 16) which, Qwest contends, expressly denied AT&T's request on this matter. Qwest argued that it is not required to offer Megabit Service, which it classifies as a retail service, in conjunction with UNE-P lines. AT&T countered that precedents for offering finished services as UNEs (*e.g.*, LIS trunking) have been established in other jurisdictions. AT&T asked whether Qwest intended to combine finished services with UNEs (Workshop Transcript, May 22, 2001, at pages 159-164). This issue reached **impasse** (Workshop Transcript, May 22, 2001, at page 164).
443. **Workshop Issue No. 4-52 (LSPLIT-3).** Impact of line splitting on increasing cross-connects or tie cable length relative to those required for line sharing.
444. Qwest witness Liston stated that SGAT §§ 9.21.2.1.6 and 9.24.2.1.5 were modified to address issues involving cross-connect and tie pair cable length (Workshop Transcript, May 22, 2001, at page 165). This issue was **closed** (Workshop Transcript, May 22, 2001, at page 165).

445. **Workshop Issue No. 4-53 (LSPLIT-4).** Means by which Qwest will facilitate line splitting if customer is served by IDLC.
446. Qwest witness Liston observed that line splitting over a loop with pair gain requires line or station transfer, so that UNE-P must be on a platform where suitable data can be provided. The issue of line splitting for customers served over IDLC was deferred to the transitional matrices and industry forums. The parties also considered issues related to the CICMP process. (Workshop Transcript, May 22, 2001, at pages 166, 178-195). Pending such deferral, the parties agreed that this issue was **closed** (Workshop Transcript, May 22, 2001, at page 178).
447. **Workshop Issue No. 4-54 (LSPLIT-5).** Concern over the mechanics of a CLEC-to-CLEC or CLEC-to-DLEC migration.
448. Qwest witness Liston provided Exhibit JML-19 that describes the process used by Qwest to migrate services between CLECs and DLECs. This requires that data service not be interrupted in transition from line sharing to line splitting, as addressed in SGAT § 9.21.4.5. Qwest established SGAT § 9.24.4.1.6 as the “loop-splitting version” of the line-splitting issue (Workshop Transcript, May 22, 2001, at pages 166-176). This issue was **closed** (Workshop Transcript, May 22, 2001, at page 177).
449. **Workshop Issue No. 4-55 (LSPLIT-6).** Whether Qwest should be required to revise the SGAT to change references to "line splitting" to references to "line splitting with UNE-P" and references to "loop splitting" to "line splitting using a UNE loop."

450. Covad witness Zulevic contended that there is a need for product differentiation between line splitting with UNE-P and with a UNE loop, which are both types of line splitting. AT&T and WorldCom agreed with Covad's position. Mr. Zulevic requested that every reference to "line splitting" in the SGAT be changed to a reference to "line splitting with UNE-P" and that every reference to "loop splitting" be changed to "line splitting using a UNE loop." CLECs also wanted definitive information on the availability date. Qwest witness Liston stated that Qwest intends to develop a loop splitting offering in collaboration with CLECs in industry forums but that no implementation date has been set (Workshop Transcript, May 22, 2001, at pages 196-215). This issue reached **impasse** and is to be briefed under issue LSPLIT-22 (Workshop Transcript, May 22, 2001, at page 215).

451. **Workshop Issue No. 4-56 (LSPLIT-7).** Whether Qwest's means of providing line splitting over EELs is appropriate.

452. Qwest witness Liston testified that Qwest intends to provide line splitting over EELs only through a special request process, subject to CLEC definition of needs and the potential demand. This issue reached **impasse** and will be briefed under issue LSPLIT-22 (Workshop Transcript, May 22, 2001, at pages 211-220).

453. **Workshop Issue No. 4-57 (LSPLIT-8).** Whether Qwest should be required to provide line splitting over all combinations that include a loop.

454. Qwest witness Liston contended that CLECs have not identified any UNE combination that includes a loop, other than UNE-P POTS -- for which line splitting is being offered. Qwest asserted that CLECs should provide a definition of needs and assessment of

potential demand for further consideration. Until the need is demonstrated, Qwest will not provide line splitting over all combinations including a loop. This issue reached **impasse** and will be briefed under issue LSPLIT-22 (Workshop Transcript, May 22, 2001, at pages 215-220).

- 455. **Workshop Issue No. 4-58 (LSPLIT-9).** Whether Qwest should be required to provide line splitting over resold lines.
- 456. Qwest did not agree to provide line splitting over resold lines. This issue reached **impasse** and will be briefed under issue LSPLIT-22 (Workshop Transcript, May 22, 2001, at pages 215-220).
- 457. **Workshop Issue No. 4-59 (LSPLIT-10).** Implementation schedule for line splitting.
- 458. Qwest witness Liston stated that line splitting will be available on July 1, 2001, and that the CICMP notice has been distributed. This issue was **closed** (Workshop Transcript, May 23, 2001, at pages 4-6).
- 459. **Workshop Issue No. 4-60 (LSPLIT-11).** Review of line splitting rates.
- 460. Qwest witness Liston stated that line splitting rates would be discussed in Phase II of the Cost Docket (Workshop Transcript, May 23, 2001, at page 6). Interim rates were established on June 1, 2001. The rate structures are to be addressed in the Colorado Cost Docket. The parties agreed to **defer** this issue to the Cost Docket (Workshop Transcript, May 23, 2001, at page 9).

461. **Workshop Issue No. 4-61 (LSPLIT-12).** Whether Qwest should be required to refer to "low frequency" and "high frequency" services rather than "voice services" and "data services."
462. AT&T was concerned that Qwest's sale of "UNE-P – POTS" may restrict CLECs' effective use of functionality by virtue of perceived data service limitations associated with POTS service and possible real constraints of services delivered over a specified loop frequency. Qwest witness Liston contended that the existing terminology is consistent with every venue and that the FCC's use of the terms "data services" and "voice services" legitimizes the current nomenclature. Qwest argued that a CLEC's ability to provide service over a UNE-P combination is dependent upon the technical parameters of the UNE-P combination the CLEC orders and, for this reason, a CLEC's use of UNE-P POTS is limited by the fact that UNE-P POTS uses a voice grade analog loop. With loop splitting, CLECs can use their own switch in conjunction with a loop leased from Qwest for wide-ranging voice and data service applications (Workshop Transcript, May 23, 2001, at pages 9-20). This issue reached **impasse** (Workshop Transcript, May 23, 2001, at page 20).
463. **Workshop Issue No. 4-62 (LSPLIT-13).** Use of the term "existing" in SGAT § 9.21.1.
464. WorldCom stated that it is concerned that the use of "existing" in SGAT § 9.21.1 would limit the time frames for when Qwest would do UNE-P. Qwest witness Liston stated that this ordinarily would be a two-order process and that the UNE-P has to be ordered through the basic process before certain services could be activated. Specifically, voice grade service must be activated and a telephone number must be obtained as prerequisites

to ordering DSL service (Workshop Transcript, May 23, 2001, at pages 9-31). CLECs wanted the SGAT to reflect end-to-end service activation time, process and intervals entailed, and detailed procedures required to establish DSL service. The parties agreed to discuss this issue in industry forums and to **defer** this issue to the General Terms and Conditions Workshop (Workshop Transcript, May 23, 2001, at page 32).

465. **Workshop Issue No. 4-63 (LSPLIT-14).** Requirement to collocate in order to provide UNE-P line splitting.
466. Qwest witness Liston stated that the voice UNE-P CLEC need not collocate but that the partnering DLEC must have collocation (Workshop Transcript, May 23, 2001, at page 32). This issue was **closed** (Workshop Transcript, May 23, 2001, page 32).
467. **Workshop Issue No. 4-64 (LSPLIT-15).** Requirement to perform the central office connections in line splitting.
468. Qwest witness Liston stated that Qwest has agreed to perform certain central office functions in the line splitting arrangement (Workshop Transcript, May 23, 2001, at page 32). This issue was **closed** (Workshop Transcript, May 23, 2001, at page 32).
469. **Workshop Issue No. 4-65 (LSPLIT-16).** DLEC providing an xDSL product that is compatible with UNE-P POTS service.
470. Qwest witness Liston stated that Qwest amended SGAT § 9.21.2.1.3 to include nonrestrictive language relying on current and future compatible services as defined by the FCC (Workshop Transcript, May 23, 2001, at page 33). This issue was **closed** (Workshop Transcript, May 23, 2001, at page 34).

471. **Workshop Issue No. 4-66 (LSPLIT-17).** Whether general forecasting requirements should appear only in SGAT § 3.0, not in multiple sections.
472. Ms. Liston testified that Qwest deleted the forecasting requirements for line splitting in SGAT § 9.21.2.1.7 (Workshop Transcript, May 23, 2001, at pages 35-36). This issue was **closed** (Workshop Transcript, May 23, 2001, at page 36).
473. **Workshop Issue No. 4-67 (LSPLIT-18).** Separate OSS charge and OSS process flow changes to permit line splitting.
474. Qwest witness Liston stated that the identification of a rate element for OSS in SGAT § 9.21.3.1.2 was a “placeholder.” Qwest contended that cost recovery for such additional expenses is justified and contemplated in cost recovery discussions cited in various FCC orders. Ms. Liston stated that this issue was deferred to the cost dockets in other jurisdictions, and recommended similar treatment in Colorado (Workshop Transcript, May 23, 2001, at pages 36-39). The parties agreed to **defer** this issue to the Colorado Cost Docket (Workshop Transcript, May 23, 2001, at page 39).
475. **Workshop Issue No. 4-68 (LSPLIT-19).** Charge for conditioning loops shorter than 18,000 feet.
476. Qwest witness Liston stated that Qwest believes that the FCC was clear in allowing ILECs to recover costs associated with conditioning loops under 18,000 feet. WorldCom reiterated its concern about double recovery for such conditioning costs (Workshop Transcript, May 23, 2001, at pages 39-40). The parties agreed to **defer** this issue to the Cost Docket (Workshop Transcript, May 23, 2001, at page 40).



477. **Workshop Issue No. 4-69 (LSPLIT-20a).** Whether revisions to the “service change” process are warranted as to authority to modify or add services to any specific UNE-P associated loop; to designate a “Lead CLEC” where more than one CLEC is involved; and to modify the “hold-harmless” provision in SGAT § 9.21.7.3.
478. AT&T proposed revisions to § 9.21.7.3 to enhance the “service change” process. Qwest witness Liston offered separate revisions encompassing §§ 9.21.1, 9.21.2 (including subparts), 9.21.3.3.2, and 9.21.4 (including subparts), and amendments stating that the CLEC and DLEC are to decide who is the “customer of record.” AT&T introduced and discussed a concept of authorized agent in this context. Ms. Liston stated that it would be up to the CLEC and DLEC to decide who should have access to certain proprietary information and that Qwest should have no role in such decisions.
479. AT&T requested revisions to the hold-harmless provision in SGAT § 9.21.7.3 either to delete the word “wrongfully” or to add the words “or were obtained.” Commission Staff observed that deleting “wrongfully” would potentially subject Qwest to liability for properly complying with CLEC requests to provide access to authorized agents. Qwest stated that adding “or were obtained” could potentially subject Qwest to liability when it was not at fault. The issue reached **impasse** (Workshop Transcript, May 23, 2001, at pages 41-52, 55-56).
480. **Workshop Issue No. (LSPLIT-20b).** CLEC assignment of billing responsibilities, initiating actions, or responding to inquiries related to provision of services over a split line.

481. AT&T stated that the issue was resolved by revising SGAT § 9.21.5 to assign billing and coordination responsibilities to the "customer of record" (Workshop Transcript, May 23, 2001, at page 52). This issue was **closed** (Workshop Transcript, May 23, 2001, at page 52).
482. **Workshop Issue No. 4-71 (LSPLIT-21).** (a) Discussion of the concept of “transition matrices” in the UNE-P context and specific line splitting scenarios, and (b) breaking apart UNE combinations from line sharing scenarios to line splitting scenarios.
483. (a) Qwest witness Liston provided an update on transition matrices. Qwest contended that questions on the matrices should more appropriately be discussed at the industry meetings. Its Industry Team is working on all transaction scenarios that are to be addressed at the next industry meeting.
484. (b) Ms. Liston affirmed that Qwest allows the shift from line sharing to line splitting and that, when there is line splitting, there is no requirement to change the DLEC service (Workshop Transcript, May 23, 2001, at pages 52-53). In transitioning from line sharing to line splitting, Qwest agreed:
- If the end user retains the DLEC's services, then there will be no service disruption.
- If the end user does not retain the DLEC's services, then Qwest will disconnect the DLEC.
485. This issue was **closed** (Workshop Transcript, May 23, 2001, at page 54).

486. **Workshop Issue No. 4-72 (LSPLIT-22).** Whether Qwest's obligations to provide line splitting should extend to all loop products, including those identified in Workshop Issues 4-55 (LSPLIT-6) to 4-58 (LSPLIT-9).
487. Qwest stated that it does not offer line splitting over resold lines and observed that CLECs have not identified any UNE combination that includes a loop over which line splitting should be offered. Covad, AT&T, and WorldCom contended that Qwest has legal obligations to provide line splitting across all loop products, which include loop splitting (LSPLIT-6), EEL splitting (LSPLIT-7), splitting over combinations including a loop (LSPLIT-8), and line splitting over resold lines (LSPLIT-9). The CLECs claimed that Qwest has testified in other forums that it is offering line splitting over UNE-P POTS and is developing a loop splitting offering. The CLECs also asserted that there might be legal implications as to the number of levels, including the time within which Qwest is required to implement changes (Workshop Transcript, May 23, 2001, at pages 196-220). This issue reached **impasse** (Workshop Transcript, May 23, 2001, at pages 210-220)

## **6. Staff Compliance Assessment**

488. The technical discussions in Workshop 5 concerning access to local loop transmission (including line splitting) and access to NIDs as unbundled network elements were thorough and comprehensive, with each participant having ample opportunity to raise its issues and have them discussed thoroughly. Additionally, testimony, comments, and exhibits were filed to add to the record of this investigation.
489. The primary focus of the workshop was to address the terms and conditions of Qwest's SGAT to assess the adequacy of Qwest's concrete and specific legal obligation to provide

access to local loop transmission, including line splitting, and access to NIDs as unbundled network elements in accordance with the requirements of the Act and the FCC. The workshop discussions provided Staff the opportunity to hear in detail the positions of the participants regarding the issues that arose and to evaluate the appropriateness of compromises that were crafted to resolve disagreements by consensus of the participants. The terms and conditions of the SGAT were reviewed thoroughly and rigorously.

490. There were 28 disputed issues that reached impasse and on which briefs were filed by Qwest, AT&T, WorldCom, Covad, and Rhythms. These briefs and other information, as may be requested by the Commission, will be considered and the impasse issues will be resolved by the Commission through the dispute resolution process ordered by the Commission in this docket. The Commission's decisions to resolve the issues in dispute appear in Volume VA in this series of Staff reports.
491. 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 Qwest's incorporation of agreed-upon language into the SGAT, Staff's assessment is that the terms and conditions of Qwest's SGAT otherwise meet the requirements of the Act and the FCC with regard to access to local loop transmission, including line splitting, and access to NIDs as unbundled network elements. The SGAT demonstrates Qwest's concrete and specific legal obligation to provide access to local loop transmission, including line splitting, and access to NIDs as unbundled network elements, to competitors.

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

## **B. CHECKLIST ITEM NO. 11 – LOCAL NUMBER PORTABILITY**

### **1. FCC Requirements**

496. Section 271(c)(2)(B) of the Act requires a BOC to comply with number portability regulations adopted by the FCC in § 251(b)(2) of the Act. Section 251(b)(2) requires that

Qwest provide "to the extent technically feasible, number portability in accordance with requirements prescribed by the Commission." Section 251(e)(2) provides that the costs of expediting number portability be borne by "all telecommunications carriers on a competitively neutral basis as determined by the Commission." The end result is that Qwest must provide number portability in a manner that allows end users to retain existing telephone numbers "without impairment in quality, reliability, or convenience."<sup>15</sup>

## 2. Qwest's Position

497. On February 13, 2001, Qwest submitted a Supplemental Affidavit from Margaret S. Bumgarner concerning Qwest's compliance with Checklist Item No. 11 (*Exhibit 5-Qwest-1*). Ms. Bumgarner filed this supplemental affidavit because her original affidavit on Checklist Item No. 11 had been filed over a year before. Ms. Bumgarner's Supplemental Affidavit and subsequent testimony encompass all aspects of Qwest's position cited in this section.
498. Qwest has converted 100 percent of its access lines in Colorado to Local Number Portability as of October 2, 2000. Further, Qwest has continued to improve its LNP provisioning and repair processes, including the offering of coordinated conversions (referred to as "managed cuts") 24 hours a day, seven days a week. Moreover, Qwest has implemented the new performance measures for LNP developed in the ROC. A total of 253,708 telephone numbers were ported in Colorado, and 1,419,576 telephone numbers were ported region-wide, as of the end of year 2000 (*Exhibit 5-Qwest-1* at pages 1 and 2).

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<sup>15</sup> *BellSouth Second Louisiana 271 Order*, ¶ 276.

499. Qwest completed its initial deployment of long-term LNP in the Denver MSA on August 24, 1998, in accordance with the FCC's schedule for the 100 largest MSAs. The LNP deployment schedule is available on Qwest's Network Disclosure website and is included in the national Local Exchange Routing Guide. *Id.* at page 2.
500. Due to the deployment of LNP in Colorado, there has been no Interim Number Portability activity in Colorado for over a year (that is, since the time of Ms. Bumgarner's original testimony). INP is no longer available for ordering by CLECs in Colorado. *Id.*
501. Qwest's LNP process team has continued to meet weekly to improve the provisioning and repair processes for LNP. In addition, Qwest has provided timely updates of the documentation of procedures to CLECs for ordering, provisioning, maintenance, and repair of number portability arrangements. The documentation of Qwest's LNP methods and procedures is sent directly to the CLECs and is included in the IRRG/PCAT, which is available on Qwest's website. *Id.* at page 3.
502. In response to requests by several CLECs, Qwest began a trial for out-of-hours LNP provisioning on Saturdays in August 1999 and expanded that trial to include out-of-hours provisioning for any day of the week in November 1999. In June 2000, Qwest made out-of-hours provisioning a permanent product offering, and Qwest also provides for coordinated conversions 24 hours a day, seven days a week. *Id.* at pages 3 and 4.
503. Qwest provides long-term LNP using the Location Routing Number architecture.<sup>16</sup> By this means, an Advanced Intelligent Network based Line Side Attribute trigger (also

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<sup>16</sup> LRN is an addressing and routing method that allows the re-homing of individual telephone numbers to other switches through the use of a database.

known as the 10-digit unconditional trigger) causes a query to be launched to a local LNP database for determination of the new routing address. Notification is then sent to the switch currently serving that telephone number for call completion, as follows:

- ▶ Pre-setting the LSA triggers permits the CLEC to control the activation of number portability on the due date.
- ▶ Translation of an LSA trigger in the switch (referred to as "setting a trigger") causes call termination within the original, or "donor," switch to the specified line's telephone number to be suspended.
- ▶ A query is then sent to the LNP database for routing information.
- ▶ If the telephone number in the LNP database shows that the number has not yet been ported, the call is terminated in the original switch as usual.
- ▶ If the telephone number in the LNP database shows that porting has been activated by the CLEC, the new routing information is returned and the call is routed to the CLEC's switch for call termination.
- ▶ When the LSA trigger is set on a telephone number prior to the "Frame Due Time" or prior to the start time of an unbundled loop cutover, the CLEC controls the activation of number portability. *Id.* at pages 4 and 5.

504. Qwest had previously resolved an issue related to the reassignment, or duplicate assignment, of ported numbers associated with its implementation of a new number administration system. To ensure the accuracy of the database, ported numbers were re-verified for all states and for all prefixes (NXXs) that already had been converted. The verification was completed by the end of October 1999. Qwest stated that, when its new Customer Number administration system (CNUM) was initially deployed in August, 1999, trouble reports were received as to reassignment of ported numbers to some retail customers. The project team deploying CNUM found that selected reports from Qwest's number portability database being used to update the status of telephone numbers in the CNUM system did not include some previously ported telephone numbers. Thus, some ported numbers were not being marked as "unavailable for assignment." When Qwest identified the problem, corrective action was taken. Accordingly, screening processes



were established to prevent the release of ported numbers into the number assignment system. The number portability database vendor was apprised of the situation, and problem was corrected. *Id.* at pages 5 and 6.

505. Qwest implemented new performance indicators for LNP developed in the ROC workshops. PIDs developed in the ROC workshops for Number Portability, designated as OP-8B and OP-8C, are as follows:

*OP-8B - Coordinated Local Number Portability (LNP) Timeliness (percent).* This performance indicator measures the percentage of LSA triggers, also referred to as LNP triggers, that Qwest translates ("sets") in the switch prior to the scheduled start time for the unbundled loop cutovers. The unbundled loop cutovers require coordination between Qwest and the CLEC. If the LSA trigger is set prior to the start of the cutover, the CLEC controls the activation of number portability without the need for any involvement by or coordination with Qwest.

*OP-8C - Non-Coordinated LNP Triggers Set on Time (percent).* This performance indicator measures the percentage of LSA triggers that Qwest sets prior to the Frame Due Time (FDT) for all LNP orders for which coordination is not required. The FDT is established by the CLEC on their service order. If the LSA trigger is set prior to the FDT, the CLEC controls the activation of number portability without the need for any involvement by or coordination with Qwest.

*Id.* at pages 6 and 7.

506. Interconnection agreements approved in Colorado and the SGAT make number portability available to CLECs. Qwest stated that it has successfully deployed long-term LNP accordance with the Act and the FCC's rules and schedule. *Id.* at pages 7 and 8.

### 3. Competitors' Positions

507. On March 12, 2001, AT&T submitted its Revised Version of AT&T's Comments on Loops, Line Splitting, NID, and LNP concerning Qwest's compliance with Checklist Item Nos. 2, 4, and 11 (*Exhibit 5-ATT-4*).
508. AT&T claimed that Qwest has not consistently coordinated porting the customer to the CLEC with installation of the Unbundled Loop, resulting in premature disconnection of the customer's service. AT&T contended that Qwest's LNP process does not provide sufficient protection against customer service outages. AT&T further asserted that Qwest must also provide coordinated cutovers even when the CLEC is self-providing the loop (*Exhibit 5-ATT-4* at pages 43-45).
509. AT&T argued that the SGAT needs to be revised to ensure effective coordination of all cutovers involving number ports, linked to Qwest's disconnect of its loop. AT&T recommended the following revisions to SGAT:

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

*SGAT § 10.2.2.4* - Qwest will coordinate LNP with Unbundled Loop cutovers in a reasonable amount of time and with minimum service disruption, ~~pursuant to Unbundled Loop provisions identified in Section 9 of this Agreement.~~ CLEC will coordinate with Qwest for the ~~transfer~~return of the Qwest Unbundled Loop coincident with the ~~transfer~~port of the customer's telephone ~~service~~number to Qwest in a reasonable amount of time and with minimum service disruption. ~~For coordination with loops not associated with Qwest's Unbundled Loop offering, the CLEC may order the LNP Managed Cut, as described in Section 10.2.5.4. Qwest will ensure that the end user's loop will not be disconnected prior to confirmation that the CLEC loop, either CLEC-provided or leased from Qwest, has been successfully installed.~~

*SGAT § 10.2.2.4.1* - Parties understand that LNP order activity must be coordinated with facilities cutovers in order to ensure that the end user is provided with uninterrupted service. If the Party porting the telephone number experiences problems with its port or provision of its loop, and needs to delay or cancel the port and any loop disconnection, notification to the other Party should be made immediately. Parties will work cooperatively and take prompt action to delay or cancel the port and any loop disconnection in accordance with industry (LNPA's National Number Porting Operations Team), accepted procedures, and other procedures as required, to minimize end user customer service disruptions. Qwest shall implement automated processes to assure the coordination of number porting and loop disconnection for all number ports by 6/1/2001.

*SGAT § 10.2.2.4.2* - Qwest will coordinate LNP with loop cutovers involving a Qwest provided loop to a CLEC provided loop in a reasonable amount of time and with minimum service disruption. Qwest will ensure that the Qwest loop is not disconnected before the CLEC loop is installed.

*Id.* at pages 46 and 47.

510. AT&T contended that Qwest should develop an automated process that would disconnect Qwest's loop at 11:59 p.m. of the day following the installation/port due date. AT&T recommended the inclusion of the following language in the SGAT:

Qwest will set the ten (10) digit unconditional trigger for numbers to be ported, unless technically infeasible, by 11:59 p.m. (local time) on the business day proceeding the scheduled port date. (A 10-digit unconditional trigger cannot be set for DID services in 1AESS, AXE10, and DMS10 switches thus managed cuts are required, at no charge.) The ten (10) digit unconditional trigger and switch translations associated with the end user customer's telephone number will not be removed until 11:59 p.m. (local time) of the day after the due date.

*Id.* at page 47.

511. AT&T contended that SGAT § 10.2.2 does not provide sufficient detail as to Qwest's responsibility to comply with the FCC's rules on number portability. AT&T suggested that existing SGAT § 10.2.2 be revised to add the following language:

*SGAT § 10.2.2* - Qwest will offer Local Number Portability in compliance with the FCC's rules and regulations and the guidelines of the INC committee of the ATIS Practices. Deployment of LNP will be in accordance with the FCC's implementation schedule. In accordance with industry guidelines, the publications of LNP capable switches and the schedule and status for future deployment will be identified in the Local Exchange Routing Guide (LERG), and the Qwest website at: <http://www.uswest.com/disclosures/netdisclosure414/index.html>.

*Id.* at pages 47 and 48.

512. AT&T sought to add the following additional provisions to *SGAT § 10.2.2*:

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

*SGAT § 10.2.2.2* - QWEST and CLEC shall implement number portability in an end office upon the written request of the other Party in accordance with FCC timelines.

*SGAT § 10.2.2.3* - The Parties shall adhere to the generic requirements for LRN-PNP as specified in the following publications and FCC Orders:

*SGAT § 10.2.2.3.1* - ATIS, TRQ No. 2. Technical Requirements for Number Portability - Switching Systems, April, 1999;

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

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

*SGAT § 10.2.2.3.4* - FCC First Report and Order and Further Notice of Proposed Rulemaking; FCC 96-286; CC Docket 95-116, RM 8535; Adopted: June 27, 1996; Released: July 2, 1996;

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

*SGAT § 10.2.2.3.6* - FCC Second Report and Order, FCC 97-298, CC Docket No. 95-116, RM 8535, Adopted August 14, 1997, Released August 18, 1997; and

*SGAT § 10.2.2.3.7* - North American Number Council report from the LNP Administration Selection Working Group, April 25, 1997.

*Id.* at page 48.

513. AT&T argued that provisioning intervals in SGAT § 10.2.6 are too long and seem to be connected with the simultaneous provisioning of UNE loops. AT&T sought to modify SGAT § 10.2.6 as follows:

*SGAT § 10.2.6* Standard Due Date Intervals. (a) Service intervals for LNP with Unbundled Loops are described below. These intervals apply when facilities and network capacity are available. Where facilities or network capacity are not available, intervals are on an Individual Case Basis (ICB). These intervals do not apply to LNP with CLEC-provided loops. Orders received after 3:00 PM. are considered the next business day. The following service intervals have been established for local number portability with Unbundled Loops:

- ▶ Simple (1FR/1FB): 1-50 lines, 4 business days (includes FOC 24 hour interval)
- ▶ Simple (1FR/1FB): 51 or more lines, project basis
- ▶ Complex (PBX Trunks /ISDN, Centrex): 1-25 lines, 5 business days (includes FOC 24 hour interval)
- ▶ Complex (PBX Trunks /ISDN, Centrex): 26 or more lines, project basis
- ▶ LNP without Unbundled Loops: 1-5 lines, 3 business days (standard interval).

*Id.* at pages 49 and 50.

514. AT&T asserted that the SGAT does not contain a provision relating to managed cutovers for number portability. AT&T sought to add the following section with respect to the SGAT to address managed cutovers:

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

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

*SGAT § 10.2.10.2 -* CLEC shall request a Managed Cut by submitting a Local Service Request (LSR) and designating a Managed Cut in the Remarks section of the LSR form.

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

*SGAT § 10.2.10.4 -* Charges for Managed Cuts shall be based upon actual hours worked in 1/2 hour increments multiplied by the number of Qwest personnel actively participating in the cut provided, however, Qwest notifies the CLEC of the number of Qwest personnel actively participating in the cut and CLEC approves the number of Qwest personnel actively participating in the cut.

*SGAT § 10.2.10.5 -* Qwest will schedule the appropriate number of employees prior to the cut, based upon information provided by the CLEC. The CLEC will also have appropriate personnel scheduled for the negotiated FDT. If such information requires modification during the cut

and, as a result, non-scheduled employees are required, the CLEC shall be charged a three hour minimum callout per each additional non-scheduled employee. If the cut is either canceled, or supplemented to change the due date, within 24 hours of the negotiated FDT, the CLEC will be charged a 3-hour minimum.

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

*Id.* at pages 50-52.

515. AT&T contended that a new provision to the SGAT is warranted to specify the circumstances under which one of the parties may charge for a “database dip” for number porting. AT&T stated that the following language should be added as a new SGAT § 10.2.11:

*SGAT § 10.2.11* - For local calls to an NXX in which at least one number has been ported via LRN-PNP at the request of a CLEC, the Party that owns the originating switch shall query an LRN-PNP database as soon as the call reaches the first LRN-PNP-capable switch in the call path. The Party that owns the originating switch shall query on a local call to an NXX in which at least one number has been ported via LRN-PNP prior to any attempts to route the call to any other switch. Prior to the first number in an NXX being ported via LRN-PNP at the request of a CLEC, ILEC may query all calls directed to that NXX, subject to the billing provisions of Section 4.1, and provided that ILEC's queries shall not adversely affect the quality of service to AT&T's customers or end-users as compared to the service ILEC provides its own customers and end-users.

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

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

*Id.* at page 52.

516. AT&T opined that out-of-hours cutovers are a critical component of a CLEC being afforded a meaningful opportunity to compete. AT&T stated that, absent the ability to cutover customer service on evenings and weekends, CLECs will not be able to win and retain customers. *Id.* at page 53.

517. AT&T contended that language must be added to the SGAT to provide for joint administration of the Service Management Systems. AT&T proposed that the following language be added as a new SGAT § 10.2.12:

*SGAT § 10.2.12* - Qwest and the CLEC shall cooperate to facilitate the administration of the SMS through the process prescribed in the documents referenced in Section 10.2.3.

*Id.*

518. AT&T sought to add SGAT sections to expand upon the processes involved in ordering LNP. AT&T recommended that the following sections be added:

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

*SGAT § 10.2.13.2* - Qwest agrees to port to the CLEC unassigned numbers in Qwest's inventory, if available, when requested by the CLEC. The CLEC will only make such requests in response to a specific customer request for numbers: (1) in a Qwest NXX in which the customer already has numbers or (2) for service in a rate center for which the CLEC does not have assigned numbering resources.



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

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

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

(3) In order to avoid double billing of end user customer, Qwest must discontinue billing a ported customer at the date and time the port is activated, as reported by NPAC to Qwest.

(4) At the CLEC's request, Qwest shall either (1) transmit the NPAC Port Concurrence to NPAC at the same time that Qwest transmits the LSRC to the CLEC, or (2) transmit the NPAC Port Concurrence to NPAC immediately upon receipt of its copy of the "Create Subscription" message sent by the CLEC to NPAC.

(5) At the CLEC's request, Qwest shall maintain personnel on a standby basis to assist in any emergency repairs or restoration required during the weekend and off-business hour porting process, including at the time that the 10-digit trigger and customer translations are removed.

(6) The CLEC may compensate Qwest, based upon the prices established in Exhibit A of this Agreement for incremental Qwest personnel made available on weekends or outside of business hours by Qwest for purposes of handling troubles related to weekend and off-business hour ports. This would not include Qwest personnel involved in removal of the 10-digit trigger and

customer translations or any repairs and restoration required at such time.

(7) Qwest shall ensure that its SOA connectivity to NPAC is available for processing all required number portability activities at all times, other than agreed upon maintenance windows scheduled to be concurrent with maintenance windows scheduled by NPAC.

*Id.* at pages 53-55.

519. AT&T sought to have additional language added to the SGAT for the cutover of LNP orders to assure cooperation between the parties and to limit service outages for ported subscribers. A new SGAT § 10.2.15 was proposed as follows:

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

*Id.* at pages 55 and 56.

520. AT&T sought to add the following SGAT sections to facilitate the processes for handling number porting and excluded numbers:

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

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

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

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

*Id.* at page 56.

521. AT&T sought to add the following section for porting of mass calling numbers:

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

*Id.* at pages 56 and 57.

522. AT&T sought to add the following SGAT provisions for the porting of Direct Inward Dial block numbers:

*SGAT § 10.2.19.1* - ILEC and the CLEC shall offer number portability to customers for any portion of an existing DID block without being required to port the entire block of DID numbers.

*SGAT § 10.2.19.2* - ILEC shall permit customers who port a portion of DID numbers to retain DID service on the remaining portion of the DID numbers.

*Id.* at page 57.

523. AT&T enumerated concerns with Qwest's provisioning of number portability as to:

- Loss of outbound and inbound service (caused by premature porting);

- ▶ Loss of inbound service (caused by late porting);
- ▶ Poor notification of cutovers and cutover problems;
- ▶ Failure to address problems with the interaction of Qwest switch features and ported numbers;
- ▶ Problems in testing during and after cutover;
- ▶ Problems with IMA in ordering number portability;
- ▶ Improper billing after cutover; and
- ▶ Reassignment of ported numbers.

*Id.* at pages 57-64.

524. On March 9, 2001, WorldCom submitted the Prefiled Testimony of Leilani J. Hines concerning Qwest's compliance with Checklist Item No. 11 (*Exhibit 5-WCom-13*).
525. WorldCom's principal concern was that earlier versions of the proposed SGAT lacked sufficient detail in SGAT § 10.2 to satisfy the minimum requirements for LNP under the Act and FCC regulations (*Exhibit 5-WCom-13, Exhibit TTP-1*, at page 1).
526. WorldCom contended that SGAT § 10.2.2, which describes "ordering" of LNP as shown on the Qwest website, is not specific enough. In SGAT § 10.2.3, WorldCom objected to compliance with industry's regional "Operations Team Requirements and Guidelines." Although SGAT § 10.2.6 references "3:00 PM," there is no reference to a time zone. WorldCom argued that SGAT § 10.2.7 should be deleted. *Id.* at page 2.
527. WorldCom sought to add the following SGAT sections and, where necessary, to replace Qwest's proposed language that generally addresses similar areas:

*SGAT § 10.2 - Local Number Portability (LNP)*

*SGAT § 10.2.1 - Each Party shall use reasonable efforts to facilitate the expeditious deployment of LNP. The Parties shall comply with the*

processes and implementation schedules for LNP deployment prescribed by the FCC. In connection with the provision of LNP, the Parties agree to support and comply with all relevant requirements or guidelines (including, but not limited to, number pooling guidelines) that may be adopted by the FCC or the NANC, or that may be accepted in the telecommunications industry as a national industry standard.

*SGAT § 10.2.2* - The Parties agree to implement LNP within the guidelines set forth by the generic technical requirements for LNP as specified in the following publications, which may be updated from time to time or replaced with other applicable documents that are generally accepted as the industry standard for LNP:

*SGAT § 10.2.2.1* - Generic Switching and Signaling Requirements for Number Portability, Issue 1.00, February 12, 1996 (Editor - Lucent Technologies, Inc.);

*SGAT § 10.2.2.2* - Generic Requirements for SCP Application and GTT Function for Number Portability, Issue 0.31, Final Draft, March 24, 1996 (Editor - Ameritech Inc.); and

*SGAT § 10.2.3* - Generic Operator Services Switching Requirements for Number Portability, Issue 1.00, Final Draft, April 12, 1996 (Editor - Nortel).

*SGAT § 10.2.4* - LNP provisioning agreements established under applicable industry, local number portability, and operational or technical foray.

*SGAT § 10.3* - NPAC. Each Party shall sign the appropriate NPAC user agreement(s) and obtain certification from the appropriate NPAC administrator(s) that the Party or the Party's Service Order Administration (SOA) and Local Service Management System (LSMS) vendor(s) has systems and equipment that are compatible with the NPAC's established protocols and that the application of such systems and equipment is compatible with the NPAC. In the event software changes occur in the NPAC, Qwest shall perform regression testing with the NPAC vendor to ensure compatibility with the NPAC system consistent with the FCC's performance criteria.

*SGAT § 10.4* - Ordering. To port a telephone number using LNP or LRN, the Parties shall adhere to the following procedures:

*SGAT § 10.4.1* - The New Service Provider shall submit a complete and accurate LSR to the Old Service Provider for each subscriber that is to be ported in accordance with the ordering procedures set forth in the OSS terms and conditions. Qwest shall, at a minimum, comply with LSOG version 2. If and when Qwest updates its ordering processes to a more current LSOG version or another mutually agreeable standard, Qwest will comply with the change management and control procedures and processes established between the Parties.

*SGAT § 10.4.2* - Each LSR will include the Service Provider Identification ("SPID") of the New Service Provider that the New Service Provider would also provide to the NPAC. Each Party shall provide to the other Party advance written notice of any changes in its SPID.

*SGAT § 10.4.3* - Each Party shall note on the LSR any Reserved or Suspended Numbers to be ported using LRN.

*SGAT § 10.4.4* - For Typical LNP Orders, the Old Service Provider shall acknowledge receipt of each LSR within two business days after the date of the LSR by issuing an LR/FOC (Local Response/Firm Order Confirmation) or a rejection of the LSR.

*SGAT § 10.4.5* If the Old Service Provider is unable to meet the deadline for providing an LR/FOC, it shall contact the New Service Provider within the two business day LR/FOC interval and indicate it has received the order, and the Parties will negotiate a mutually agreeable LR delivery time.

*SGAT § 10.4.6* - Order rejections by Qwest must detail any and all errors identified in any of the LSR's data fields and any other reason(s) for the rejection.

*SGAT § 10.4.7* - For all Typical LNP Orders, the standard interval for processing and completing the port will be three business days after the Old Service Provider's receipt of the LR/FOC; provided, however, if the LSR specifies a Desired Due Date that is later than the standard interval of three business days, the order will be completed on such desired due date, unless otherwise agreed to in writing by the New Service Provider.

*SGAT § 10.4.8* - For Non-Typical LNP Orders, the intervals for issuing an LSR and for completing the port will be determined by the mutual concurrence of the Parties on a case-by-case basis.

*SGAT § 10.4.9* - Notwithstanding anything in this Section 10.4 to the contrary, in the case of Typical LNP Orders, where a port is for the first telephone number to be ported in a particular NPA-NXX, the standard interval for processing and completing the port will be five business days after the New Service Provider's receipt of the LR/FOC.

*SGAT § 10.4.10* - To the extent consistent with this Section 10.4, the Parties will comply with the ordering processes established by the [state] Commission, the FCC and otherwise as established by OBF.

#### *SGAT § 10.5* - Network Issues

*SGAT § 10.5.1* - After an end-office becomes equipped with LNP, all NXXs assigned to that end office will be defined as portable, to the extent technically feasible, and translations will be changed in each Party's switches so that the portable NXXs are available for LNP database queries. When an NXX is defined as portable, it will also be defined as portable in all LNP-capable switches that have direct trunks to the end office associated with the portable NXX.

*SGAT § 10.5.2* - In connection with all LNP requests, the Parties agree to comply with the National Emergency Number Association ("NENA") Recommended Standards for Service Provider Local Number Portability (NENA-02-006), as may be updated from time to time, regarding unlocking and updating End Users' telephone number records in the 911/Automatic Location Information ("ALI") database. The Old Service Provider shall perform the 911 record unlock function on the due date of the order.

*SGAT § 10.5.3* - During the process of porting a Customer using LNP, the Old Service Provider shall implement the ten-digit trigger feature. When the Old Service Provider receives a request to port a telephone number, the Old Service Provider shall apply the ten-digit trigger to the porting subscriber's line prior to the Desired Due Date. This action is to avoid call failures resulting from post-cutover translation errors caused by the Old Service Provider's switch indicating that the Customer continues to be served by this switch. The timing for removal of the line translations, and the unconditional ten-digit trigger by the Old Service Provider, will occur after the successful NPAC download of the ported information. The ten-digit trigger must not be removed until the switch translations are changed to reflect the disconnect

*SGAT § 10.5.4* - When an activation notice is sent to an NPAC to trigger a broadcast to service provider databases, the Old Service Provider will use reasonable efforts to update its database with the new routing information

for the Customer's line loaded within 15 minutes after the Service Management System ("SMS") of the Old Service Provider receives the broadcast.

*SGAT § 10.6 - Limits on Subscriber Relocation.* Qwest and CLEC agree that a Customer may geographically relocate at the same time as it ports its telephone number, using LNP, to the New Service Provider; provided, however, that the Old Service Provider may require that the Customer's relocation at the time of the port to the New Service Provider be limited to the geographic area represented by the NXX of the ported telephone number. The Old Service Provider may not impose a relocation limitation on the New Service Provider or the New Service Provider's subscribers that is more restrictive than that which the Old Service Provider would impose upon its own subscribers with telephone numbers having the same NXX as the telephone number(s) being ported. In addition, the Old Service Provider may not impose any restrictions on relocation by a ported End User while that End User is served by the New Service Provider.

*SGAT § 10.7 - Porting of Reserved Numbers.* The Customers of each Party may port Reserved Numbers from one Party to the other Party via LNP. In anticipation of porting from one Party to the other Party, a Party's subscriber may reserve additional telephone numbers and include them with the numbers that are subsequently ported to the other Party.

*SGAT § 10.8 - Porting of Unassigned Numbers.* Each Party shall, upon request by the other Party, port unassigned numbers which are (i) requested by the other Party's Customers or (ii) needed for a footprint NPA-NXX code so that service can be provided in a particular rate area. The Parties may use LSRs for ordering unassigned numbers, unless other processes are mutually agreed upon. Numbers may be requested in the form of a quantity of up to 25 telephone numbers from a specified NPA-NXX, or as a list of up to 25 specific numbers

*SGAT § 10.9 - Deadline for Canceling an Order.* Qwest shall accept a request to cancel an order up to 30 minutes before the Appointment Date and frame due time of the order

*SGAT § 10.10 - LERG Reassignment*

*SGAT § 10.10.1 -* If the Parties elect to use LERG Reassignment as the method to move an End User's telephone numbers from one Party's switch to the other Party's switch in a particular instance, the Parties shall: (i) enter into a separate written agreement that must address, among other issues, ordering processes and specific implementation procedures for the reassignment of the appropriate NXX as shown in the LERG, to the New



Service Providers switch; and (ii) implement LERG Reassignment at no additional cost to the Party receiving the newly assigned NXX.

*Id.* at pages 2-7.

#### **4. Qwest's Response**

528. On April 2, 2001, Qwest submitted the Rebuttal Affidavit of Margaret S. Bumgarner (*Exhibit 5-Qwest-2*).

529. Qwest reiterated that it has deployed long-term LNP in all of its central offices in Colorado, making LNP available to 100 percent of its access lines. In addition:

- ▶ Qwest has continued to evolve and improve its LNP provisioning and repair processes, including the offering of coordinated conversions for CLEC-provided loops (referred to as managed cuts) 24 hours a day, seven days a week.

- ▶ Qwest was working with CLECs to ensure the mutual understanding of the industry's accepted practices and improvement of the LNP processes.

- ▶ Qwest had made numerous changes to its SGAT § 10.2 regarding number portability based on the comments filed and discussions at the previous Section 271 workshops.

- ▶ As of Ms. Bumgarner's Rebuttal Affidavit, Qwest had ported 253,708 telephone numbers in Colorado; and 1,419,576 telephone numbers were ported region-wide as of the end of year 2000.

- ▶ Qwest successfully completed its deployment of long-term LNP in the Denver MSA on August 24, 1998. Qwest's deployment of LNP in the Denver MSA met the date specified in the FCC's LNP schedule for the 100 largest MSAs.<sup>17</sup> Qwest's LNP deployment schedule is available on its Network Disclosure website<sup>18</sup> and is included in the national Local Exchange Routing Guide.

(*Exhibit 5-Qwest-2* at pages 1 and 2.)

530. Further information was provided on the status of LNP in Colorado.

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<sup>17</sup> Telephone Number Portability, CC Docket 95-116, NSD File No. L-98-32, released March 31, 1998 and May 15, 1998.

<sup>18</sup> Qwest's Network Disclosure website for scheduled LNP conversions:  
<http://www.uswest.com/com/disclosures/netdisclosure414/indexcontent.html>.

► Due to the significant deployment of LNP in Colorado, there has been no interim number portability activity in Colorado for over a year and there were no comments filed regarding interim number portability. When LNP has been deployed in an area, interim methods can no longer be used, per FCC directives. Thus, INP is no longer available from Qwest's central offices in Colorado.<sup>19</sup>

*Id.* at page 3.

531. Based on the testimony filed by the CLECs and discussions in the previous workshops, Qwest made substantial changes to the SGAT § 10.2 for Local Number Portability.

► Qwest modified the LNP section of the SGAT to incorporate both AT&T and WorldCom's requests to provide more detail regarding LNP obligations.

► Qwest modified the SGAT § 10.2 into the following format: Description, Terms and Conditions, Service Management System, Database and Query Services, Ordering, Maintenance and Repair, and Rate Elements.

*Id.* at page 3.

532. In the previous workshops, agreement had been reached on all but two issues and their related SGAT sections for LNP. The two remaining issues (which were related) are:

- LNP coordination with establishment of CLEC-provided loops.
- The timing of the switch translations disconnects.

*Id.* at pages 3 and 4.

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<sup>19</sup> See 47 C.F.R. § 52.27(d).

533. Ms. Bumgarner noted that WorldCom witness Hines was impressed favorably with Qwest's performance in providing WorldCom LNP. According to Qwest, Ms. Hines had opined that the improvement in performance was related to detailed procedures that have been developed by Qwest, WorldCom, and other CLECs to help ensure that each party is aware in advance of the requirements and steps that will be taken to order, to schedule, and, if necessary, to reschedule porting activity. Qwest witness Bumgarner concurred with Ms. Hines, noting that the industry has been working together to develop procedures for porting and specifically to address situations described by AT&T when the customer or the CLEC is not ready and must delay or cancel the port. *Id.* at page 4.
534. Qwest responded to SunWest's January filing by noting that SunWest uses the term "port" to describe the cutover to the unbundled loop facilities. Because Qwest and SunWest were in arbitration over their disputes, the merits of SunWest's comments were not addressed. However, Qwest noted that it has processes in place for the provisioning of unbundled loops with number portability. Qwest documents these provisioning processes for number portability, and there are also industry guidelines and available practices.<sup>20</sup> LNP training, both web-based and instructor-led, is available and can be found on the Qwest PCAT website.<sup>21</sup> *Id.* at pages 4 and 5.
535. In response to AT&T, Qwest contended that the vast majority of LNP orders are not provided in conjunction with an unbundled loop. In fact, telephone numbers ported to the CLECs vastly exceed Qwest unbundled loop. Specifically, in Colorado, at the end of

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<sup>20</sup> Qwest PCAT (formerly IRRG) website: <http://www.qwest.com/wholesale/pcat/>; Telephone Number Portability, CC Docket No. 95-116, Second Report and Order, Released August 18, 1997, "Inter-Service Provider LNP Operations Flows – Provisioning"; and North American Numbering Council's Local Number Portability Administration Working Group's website: <http://www.fcc.gov/ccb/Nanc/>

<sup>21</sup> Qwest PCAT (formerly IRRG) website: <http://www.qwest.com/wholesale/pcat/>.

December 2000, there were 253,708 ported telephone numbers and 24,733 provisioned unbundled loops, a ratio of more than ten-to-one. Region-wide there were 1,419,576 ported telephone numbers compared to 208,183 provisioned unbundled loops, a ratio of more than seven-to-one. *Id.* at page 5.

536. Qwest affirmed that, either with or without an unbundled loop, the CLEC controls LNP port activation by sending a message to the Number Portability Administration Center database administered by NeuStar. The NPAC broadcasts a message to all service providers' LNP databases that the port has been activated. Qwest asserted that, as a result, it does not "port the number," either prematurely or late. Rather, Qwest pre-provisions LNP for the CLEC to activate on the due date. In that capacity, Qwest sets the unconditional 10-digit trigger in the affected switch prior to the DD/FDT established by the CLEC on its service order. At that point, Qwest's provisioning of LNP is complete. *Id.* at page 6.

537. With respect to AT&T's claims that Qwest fails to notify AT&T if the port is postponed, Qwest attested that the CLEC controls activation of the port through messages sent to the NPAC; therefore, Qwest notification of a CLEC is not part of the established porting procedure, and AT&T's assertion is unwarranted. In the case of a CLEC-provided loop, Qwest is not involved in the physical cutover of the loop and thus would be unaware of CLEC completion of its physical cutover. The CLEC notifies Qwest when the port is complete via the "activate" message sent via the NPAC (not the other way around). *Id.* at pages 6 and 7.

538. Qwest did not concur with AT&T's viewpoint that Qwest assume responsibility for coordinating LNP with CLEC-provided loop cutovers at no charge. Qwest stated it is not involved with cutovers of the CLEC-provided loop and does not send an LNP activate message to the NPAC. Rather, the CLEC performs the physical crossover of the loop and sends the message to the NPAC for port activation.
539. Qwest disagreed with adding a provision to SGAT § 10.2.2.4 that would require Qwest to implement an automated process for coordinating of number porting and loop disconnection, specifically the removal of the Qwest switch translations, in conjunction with CLEC-provided loops by June 1, 2001. Qwest affirmed that it has investigated AT&T's proposal and that no such testing system exists. *Id.* at page 7.
540. In response to AT&T's request for a fully-coordinated LNP process, Qwest stated that it provides for a managed cut number portability process that enables the CLEC to request that Qwest personnel be on "stand-by" during the crossover in the event of a problem. Qwest also provides operational and technical support through the repair process for non-managed ports. Qwest contended that its processes are consistent with those of other ILECs. For example, SBC charges for LNP managed cuts in circumstances in which it believes coordination to be unnecessary (*e.g.*, where the unconditional 10-digit trigger is pre-set). In support of this position, Qwest cited the affidavit of Gary A. Fleming as to SBC's approved Section 271 Application for Texas and the affidavit of Gilbert Orozco as to SBC's approved Section 271 Application for Oklahoma and Kansas. Qwest observed that Bell Atlantic's Section 271 Application for New York had similar statements. *Id.* at pages 7 and 8.

541. Disconnect of the switch translations involves a switch-based electronic process, predicated on the CLEC's service order information. Qwest argued that, as a result, AT&T's request that Qwest hold switch translation disconnects for 24 hours after the port is complete is unacceptable and contrary to industry practices. Qwest cited practices of both Bell Atlantic (now known as Verizon) and SBC, which disconnect switch translations late on the due date. *Id.* at pages 8 and 9.
542. Qwest contended that when a CLEC notifies a Qwest service center that a due date needs to be delayed or canceled, every effort is made to stop the disconnect from proceeding. Even late-in-the-day of the due date, a CLEC that is experiencing problems can notify Qwest as to status up to several hours prior to the service disconnect. In some instances, Qwest receives calls from CLECs when there is insufficient time to stop the disconnect -- or even after the disconnect has occurred. Qwest observed that this issue is one that industry committees continue to grapple with. *Id.*
543. Qwest must process the disconnect service order on the due date because the service order updates billing systems, updates operations systems, and initiates the updates of the 911 database. As a result, Qwest is unable to hold the disconnect service order until the day after the due date without causing problems downstream. Changing the disconnect due date for the switch translations separate-and-apart from the actual due date specified on the service order would require manual intervention for each ported telephone number, which currently averages approximately 4,000 telephone number ports per day. *Id.*

544. Qwest concurred with AT&T's comments that there needs to be effective communication and coordination between Qwest and the CLEC, particularly in the cases in which the CLEC's provisioning is delayed. This requires that the CLEC notify Qwest in a timely manner if the CLEC has not completed its provisioning to give Qwest sufficient time to delay the disconnect of Qwest's retail service. If Qwest does not have sufficient notice, there are attendant consequences to the end user. *Id.* at page 10.
545. Qwest stated that its standard time for disconnects used to be 8:00 p.m. on the due date. But Qwest now permits the CLEC to specify a later FDT for the disconnect, up to 11:59 p.m. on the due date, in the event the CLEC has scheduled the customer's appointment late in the day. The revised standard disconnect time of 11:59 p.m. on the due date provides four additional hours for CLECs to notify Qwest of orders that need to be delayed or canceled. Qwest stated that its standard disconnect time on the due date is consistent with industry practices and that Bell Atlantic and SBC also have adopted late disconnect times. *Id.*
546. Qwest stated that, in August 2000, there were 22,575 orders for LNP. Of these, there were 879 supplemental orders (less than 4 percent of the total) to change the due date or to cancel the order. Not all of the 879 supplemental orders relate to customers out-of-service; some are requests to delay the due date or cancel the order. Of the 879 supplemental orders:
- ▶ Two CLECs generated 81 percent of the supplemental orders but had only 28 percent of the total order volume.
  - ▶ "CLEC A" issued 582 supplemental orders (67 percent) but had only 22 percent of the total orders.

► "CLEC B" issued 122 supplemental orders (14 percent) but only 6 percent of the total orders.

*Id.* at pages 10 and 11.

547. As there were over 60 CLECs actively porting numbers in Qwest's region, Qwest contended that the issues with supplemental orders are related principally to these two CLECs and not to Qwest's practices and procedures per se. Qwest argued that these two CLECs have had process problems requiring calls to Qwest's service center on the due date, often late in the day or the following day or days later. Qwest's number portability process managers and service center managers have been working with the two CLECs to improve the processes. Qwest had seen improvement in November 2000 and December 2000 from CLEC B; Qwest continued to work with CLEC A on the porting process. *Id.* at page 11.

548. According to Qwest, in December 2000, CLEC A had only 20 percent of the orders but issued 91 percent of the supplemental orders to change the due date or cancel the order. Most of the notifications were received after the due date. To assist these two CLECs, Qwest affirmed its standard disconnect time was changed to 11:59 p.m. of the due date and center hours were extended during the week and on Saturdays. *Id.*

549. Qwest described a Utah LNP trial in which it was participating with AT&T. The trial began February 26, 2001; and as of the date of Ms. Bumgarner's rebuttal affidavit, no customers had been negatively impacted by a switch disconnect. According to Qwest, the trial reduced the number of supplemental orders substantially, and Qwest is preparing to offer the improved communications process developed in Utah throughout its region. The trial procedure purportedly provides an option for communicating in a more



formalized manner by the CLEC as to delayed orders, cancels, and potential delayed orders. *Id.* at pages 11 and 12.

550. Qwest reiterated that it was processing over 4,000 LNP orders per day region-wide at the time of the rebuttal testimony. Qwest argued that it would be unreasonable to subscribe to a procedure that would entail manually watching thousands of “activate” messages so as to match to orders or to intervene manually in order to change the due date of switch disconnect translations for every telephone number being ported. Qwest emphasized that LNP is an automated flow-through process and that the manual holding of the switch disconnect is infeasible due to the sheer volume of daily orders. Qwest reiterated that holding *all* service orders an additional day could cause systemic billing and operational problems and could delay updating the 911 database. *Id.* at page 12.

## **5. Principal Workshop Discussions and Resolution**

551. Workshop 5, which included discussions of Checklist Item No. 11, commenced on April 16, 2001. The first session of this workshop continued through April 19, 2001. A follow-up workshop was held on these issues on May 22 to 25, 2001.
552. The remainder of this portion of the report will summarize the workshop discussion and resolutions in workshop issue identification number sequence.
553. **Workshop Issue 11-1 (LNP-1).** Whether Qwest should be required to provide a mechanized process for coordination of LNP in conjunction with CLEC-provided loop installation.

554. Qwest stated that the issue is not the mechanization process, per se. Rather it is: Whether Qwest is to be required to ensure that switch transitions are not removed prior to confirmation that the CLEC successfully has installed its loop (Workshop Transcript, April 16, 2001, at page 18).
555. Qwest asserted that LNP deployment in Colorado covers 100 percent of Qwest's access lines and that no interim number portability is used in Colorado. As of December 2000, Qwest reported 253,708 number ports in Colorado and 1,419,576 number ports across Qwest's region.
556. Qwest described the mechanics of its local number portability process (Workshop Transcript, April 16, 2001, at pages 10-18). AT&T cited BellSouth's LNP reference guide and GTE Verizon West's LNP Process utilizing TDT. AT&T witness Wilson described issues CLEC customers were facing when porting local numbers. SunWest witness Coon cited concerns over Qwest's LNP performance. WorldCom witness Hines testified that WorldCom's procedures have avoided problems enumerated by other parties (Workshop Transcript, April 16, 2001, at pages 25-52).
557. The Office of Consumer Counsel witness Santos-Rach provided views on local number portability issues. Mr. Wilson described AT&T's use of the BellSouth's procedure in LNP (Workshop Transcript, April 16, 2001, at page 52).
558. AT&T witness Wilson described how Qwest and AT&T had cooperated in Utah, with daily conference calls to decide which orders need an "emergency stop" or "hold" situation. Mr. Wilson said that this procedure has helped address some CLEC concerns involving LNP. However, Mr. Wilson contended the underlying problem with the Utah

procedure is that it is manual and may not work for more than 40 change orders. AT&T added that there were continuing concerns over after-hours LNP. AT&T agreed to evaluate Qwest's performance based on analysis of the Utah data (Workshop Transcript, April 16, 2001, at pages 63-67).

559. Qwest contended that a mechanized process as suggested by AT&T is not feasible. Moreover, the CLECs bear an equal responsibility with Qwest to ensure that LNP is an efficient process. Qwest concluded that the "current system" is the best available at the present time. Mr. Wilson and Ms. DeCook of AT&T argued that an automated process is not only preferable, but also possible (Workshop Transcript, April 16, 2001, at pages 126-133).
560. Qwest elaborated upon BellSouth's and Verizon's LNP procedures and the trial of Verizon's system in Pittsburgh. Qwest contended that the Pittsburgh test requires manual intervention on each one of the numbers is being ported. Qwest witness Bumgarner cited an evaluation of LNP performance being conducted in selected metropolitan areas, including New York (Workshop Transcript, April 16, 2001, at pages 71-81).
561. Qwest described the Utah process from its perspective: AT&T and Qwest have arranged for a four-page, daily conference call to discuss problematic ports for the next day (Workshop Transcript, April 16, 2001, at pages 81-115). Qwest affirmed that the Utah process would be rolled out in Colorado within two weeks of the April workshop. AT&T witness Wilson again raised question as to whether this process was viable in the long-term (Workshop Transcript, April 16, 2001, at pages 115-127).

562. The parties discussed a mechanized system in the May 22, 2001, workshop meeting. AT&T witness Wilson reiterated AT&T's preference for an automated process for local number portability. Qwest and AT&T discussed the costs, and cost sharing, associated with developing a system as requested by AT&T. This issue reached **impasse** (Workshop Transcript, April 16, 2001, at page 133).
563. **Workshop Issue 11-2 (LNP-2).** Means of addressing the problem of the disconnects (absent an automated process) to ensure that switch transitions are not removed prior to confirmation that the CLEC successfully has installed its loop.
564. Qwest witness Bumgarner testified that, from Qwest's perspective, the second local number portability issue is: *Whether Qwest should hold the removal or disconnect of the switch translations until 11:59 p.m. of the day after the due date* (Workshop Transcript, April 16, 2001, at page 21).
565. Qwest contended that there are no electronic capabilities to hold switch translations and that Qwest would need to intervene manually on an event basis to change the translations in the switch. Qwest previously modified the SGAT so that the disconnect of switch translations occurred as late as 11:59 p.m. of the due date (Workshop Transcript, April 16, 2001, at page 21).
566. Qwest's concerns on Workshop Issue 11-2 (LNP-2) were similar to its concerns on Workshop Issue 11-1 (LNP-1), namely, that a mechanized process for LNP is not currently viable. AT&T stated that a manual process was acceptable, but only as a "second choice" behind an automated system. Qwest agreed to speak with Telcordia about whether changes to the LSR could be made to facilitate an automated process

(Workshop Transcript, April 16, 2001, at pages 127-142). The parties declared that this issue was at impasse, pending the take-backs (Workshop Transcript, April 16, 2001, at page 142).

567. Ms. Bumgarner testified during the follow-up workshop on May 22, 2001, and stated that Qwest, pursuant to a Washington order, would implement a mechanized system that will hold switched disconnects until 11:59 p.m. of the day after the due date (Workshop Transcript, May 22, 2001, at page 222). With this commitment, the parties agreed that this issue was **closed** (Workshop Transcript, May 22, 2001, at pages 222-224).

## **6. Staff Compliance Assessment**

568. The technical discussions in Workshop 5 concerning the implementation of local number portability were thorough and comprehensive, with each participant having ample opportunity to raise its issues and to have them thoroughly discussed. Additionally, testimony, comments, and exhibits were filed to add to the record of this investigation.
569. The primary focus of the workshop was to address the terms and conditions of Qwest's SGAT to assess the adequacy of Qwest's concrete and specific legal obligation to provide local number portability in accordance with the requirements of the Act and the FCC. The workshop discussions provided Staff the opportunity to hear in detail the positions of the participants regarding the issues that arose and to evaluate the appropriateness of compromises that were crafted to resolve disagreements by consensus of the participants. The terms and conditions of the SGAT were reviewed thoroughly and rigorously.
570. There was one disputed issue that reached impasse and on which briefs were filed by Qwest and AT&T. These briefs and other information, as may be requested by the

Commission, will be considered, and the impasse issues resolved by the Commission through the dispute resolution process ordered by the Commission in this docket. The Commission's decisions to resolve the issues in dispute appear in Volume VA in this series of Staff reports.

571. 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 Qwest's incorporation of consensus language into the SGAT, Staff's assessment is that the terms and conditions of Qwest's SGAT otherwise meet the requirements of the Act and the FCC with regard to the provision of local number portability. The SGAT demonstrates Qwest's concrete and specific legal obligation to provide local number portability.
572. Except for the impasse issue, the terms and conditions of Qwest's SGAT regarding the implementation of local number portability are not otherwise disputed by participants.
573. The determination of whether the SGAT rates for local number portability are just and reasonable will be made by the Commission in the companion cost docket proceeding (Docket No. 99A-577T).
574. Qwest must also demonstrate that it currently provides local number portability in a time frame that competitors may reasonably demand and at an acceptable level of quality. To assess Qwest's current performance, this Commission will rely on the results of the ROC OSS Test and other evidence, including Colorado-specific commercial usage experience, that may be brought to the Commission's attention.

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

#### **IV. CONCLUSIONS**

##### **A. GENERAL CONCLUSIONS**

576. 47 U.S.C. § 271 contains the requirements for BOC entry into the in-region, interLATA market.

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

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

579. 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).

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

## **B. CHECKLIST ITEM NOS. 2 AND 4 - CONCLUSIONS**

581. Checklist Item No. 4 requires that Qwest provide "[l]ocal loop transmission from the central office to the customer's premises, unbundled from local switching or other services." In order to establish that it is "providing" unbundled local loops in compliance with § 271(c)(2)(B)(iv), Qwest must demonstrate that it has a concrete and specific legal obligation to furnish loops and that it currently is doing so in the quantities that competitors demand and at an acceptable level of quality.
582. Checklist Item No. 2 of the Act provides that Qwest must provide "[n]ondiscriminatory access to network elements in accordance with the requirements of §§ 251(c)(3) and 252(d)(1)." Thus, Qwest must provide nondiscriminatory access to Network Interface Devices.
583. Pursuant to the FCC's rules at 47 C.F.R. § 51.319(a)(1), the local loop is defined as a "transmission facility between a distribution frame (or its equivalent) in an incumbent LEC central office, and the loop demarcation point at an end-user customer premises, including inside wire owned by the incumbent LEC." Rule 319(a)(1) further provides that the local loop element includes all features and functionalities of the loop, including, but not limited to, dark fiber, attached electronics (except those used for the provision of advanced services, such as Digital Subscriber Line Access Multiplexers), and loop conditioning.
584. In its *UNE Remand Order*, the FCC:
- Concluded that "LECs must provide access to unbundled loops, including high-capacity loops, nationwide" and that "requesting carriers are impaired



without access to loops, and that loops include high-capacity lines, dark fiber, line conditioning, and certain inside wire."

► Redefined the NID to "include all features, functions, and capabilities of the facilities used to connect the loop distribution plant to the customer premises wiring, regardless of the particular design of the NID mechanism."

585. Workshop 5 dealt primarily with assessing the terms and conditions of Qwest's SGAT.

There are disputed issues remaining that reached impasse and that will be resolved by the Commission. The Commission's decisions will determine what changes, if any, will be required in Qwest's SGAT to provide nondiscriminatory access to local loop transmission, including line splitting, and access to NIDs as network elements as required by the Act and the FCC. Subject to a demonstration that the Commission's dispute resolution decisions are implemented, and a demonstration that Qwest has included the consensus language from the workshop in the SGAT, the terms and conditions of Qwest's SGAT otherwise meet the applicable requirements for Checklist Item No. 2 (access to NIDs) and Checklist Item No. 4 (including line splitting) that were discussed in Workshop 5 and demonstrate that Qwest has a concrete and specific obligation to provide nondiscriminatory access to such network elements. Except for the impasse issues, the terms and conditions of Qwest's SGAT are not otherwise disputed by participants.

586. The Commission will determine whether the rates for local loop transmission, including line splitting, and access to NIDs as unbundled network elements are just and reasonable in the Commission's companion cost docket (Docket No. 99A-577T).

587. Qwest's current actual performance with respect to Checklist Item No. 2 (access to NIDs), and Checklist Item No. 4 (including line splitting) will be evaluated upon completion of the ROC OSS Test and the review of any other evidence, including

Colorado-specific commercial usage experience, that may be brought to the Commission's attention.

### **C. CHECKLIST ITEM NO. 11 - CONCLUSIONS**

588. Checklist Item No. 11 requires that Qwest comply with number portability regulations adopted by the FCC in § 251(b)(2) of the Act. Section 251(b)(2) requires that Qwest provide "to the extent technically feasible, number portability in accordance with requirements prescribed by the Commission." Section 251(e)(2) provides that the costs associated with expediting such local number portability be borne by "all telecommunications carriers on a competitively neutral basis as determined by the Commission." The end result is that Qwest must provide number portability in a manner that allows end users to retain existing telephone numbers "without impairment in quality, reliability, or convenience."
589. Workshop 5 dealt primarily with assessing the terms and conditions of Qwest's SGAT. There is a disputed issue remaining that reached impasse and that will be resolved by the Commission. The Commission's decision will determine what changes, if any, will be required in Qwest's SGAT to provide local number portability as required by the Act and the FCC. Subject to a demonstration that the Commission's dispute resolution decision is implemented, and a demonstration that Qwest has incorporated into the SGAT all consensus language from the workshop, the terms and conditions of Qwest's SGAT otherwise meet the requirements for Checklist Item No. 11 that were discussed in Workshop 5 and demonstrate that Qwest has a concrete and specific obligation to provide

local number portability. Except for the impasse issue, the terms and conditions of Qwest's SGAT are not otherwise disputed by participants.

590. The Commission will determine whether the rates associated with local number portability are just and reasonable in the Commission's companion cost docket (Docket No. 99A-577T).
591. Qwest's current actual performance with respect to Checklist Item No. 11 will be evaluated upon completion of the ROC OSS Test and the review of any other evidence, including Colorado-specific commercial usage experience, that may be brought to the Commission's attention.

## APPENDIX A

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

#### COLORADO ISSUES LOG (COIL) Workshop 5 (Checklist Item Nos. 2, 4, and 11)

#### CHECKLIST ITEM NO. 2 (Access to nids):

Issue ID# COIL # & SGAT	Description of Issue and Resolution	Status
4-39 (NID-1) 9.5.1	<p>AT&amp;T seeks the following terms and conditions for NIDS:</p> <ul style="list-style-type: none"> <li>(a) Make a NID available on stand-alone basis, even when Qwest owns the inside wire;</li> <li>(b) Not limit CLEC's access to only residential Ids;</li> <li>(c) Remove the restriction to inside wire terminals;</li> <li>(d) Include "smart NIDs;"</li> <li>(e) Include termination devices for all NID functions.</li> </ul> <p>(a) Issue addressed from pricing and access perspectives.  <i>NID Access</i> – At issue is whether CLECs are to have free and clear access to the NID, regardless of whether Qwest owns the inside wire. AT&amp;T cites the FCC mandate access to the direct NID, which becomes problematic when the NID is “sub-looped” (<i>i.e.</i>, in which case inside wire may be considered a sub-loop “product”). AT&amp;T argues Qwest’s proposed protocol limits CLEC access under some scenarios or forces the CLEC to bear additional costs to enable access to the customer inside wire. Qwest argues that this is consistent with Verizon's product offerings, except that Qwest allows CLECs greater latitude by permitting CLECs to perform their own wiring on both the protector and customer side of the terminal. (<i>Tr. 5/22/01, pages 30-38</i>). SGAT modified to separate the NID from distribution plant further amended to identify three different kinds of NIDs.  <i>NID Price</i> – At issue is whether CLEC can order NID on an unbundled basis rather than on a sub-loop basis. Qwest contends that the FCC refers to intrabuilding cable as a sub-loop element and therefore the sub-loop section of SGAT applies. Qwest states it provides the same access to an MTE terminal for access to sub-loop elements as it provides to a NID). Qwest contends the ordering process for sub-loop access is necessary to enable Qwest to obtain information it needs for maintaining its databases. Qwest states it has not adopted a comprehensive cost methodology; but proposes a standard sub-loop price in specific instance when Qwest owns the inside wire and the NID becomes a multi-tenant terminal. AT&amp;T argues that, regardless of these considerations, a CLEC should be able to order NID on an unbundled price as distinct from a sub-loop basis.</p> <p>(b) SGAT modified to provide that CLECs are not limited to only residential NID access. (<i>Tr. 5/22/01, pages 100</i>).  SGAT amended to:</p> <ul style="list-style-type: none"> <li>(c) REMOVE ACCESS LIMITATION TO RESIDENTIAL NIDS</li> <li>(d) remove restrictions on inside wire terminals</li> <li>(e) make provision for "smart NIDs."</li> </ul>	<p>(a) Impasse (as to price)</p> <p>(b) Closed</p> <p>(c) Closed</p> <p>(d) Closed</p> <p>(e) Closed</p>

Issue ID# COIL # & SGAT	Description of Issue and Resolution	Status
4-40 (NID-2) 9.5.2 9.5.2.1 9.5.2.5 9.5.2.1.1	<p>(a) CLECs do not want to have to install their own NIDs when obtaining loops. Qwest has revised § 9.5.2 so that CLEC installation of their own NIDs is not required.</p> <p>(b) WHETHER OR NOT QWEST SHOULD BE REQUIRED TO ALLOW CLECs TO REMOVE QWEST'S CONNECTIONS FROM THE PROTECTOR WHEN CLECs ACCESS THE PROTECTOR FIELD.</p> <p>CLECs contend they need to use Qwest's protector field during the course of displacing a Qwest loop. This would entail disconnecting Qwest's loop facility on the protector side and capping it off. At present, Qwest does not allow a CLEC to remove its unused connections from the protector when a CLEC accesses the protector. Qwest disputes that it has any obligation to remove its connections, and questions the means by which the National Electric Safety Code should be interpreted regarding the ability to cap off the drop in this context. AT&amp;T cites its Standard Practice that depicts what is deemed to be the appropriate means of capping of the drop wire in when a NID is removed from the house. AT&amp;T seeks to include term "without providing prior notice." Qwest argues that the NEC code currently referenced in SGAT § 9.5.2.5 (last sentence) is a more appropriate Practice (<i>Tr. 5/22/01, pp. 42-51</i>).</p> <p>(c) CLECs want to direct access to NIDs. Phrase "without restriction" added to § 9.5.2.1.1.</p>	(a) Closed  (b) Impasse         (c) Closed
4-41 (NID-3) 9.5.2.1.5 9.5.2.1 9.5.2.2 9.5.3.1 9.5.5.1	<p>(a) Provision for CLEC labeling on facilities.</p> <p>Qwest is concerned that it will not know or have record of CLECs activity and wanted labels to include telephone number for CLEC coordination and providing notification. Qwest modified SGAT § 9.5.2.1.5 to provide for certain labeling requirements that includes the statement: "Qwest will not make any rearrangements of wiring that is provided by another carrier that relocates the other carrier's test access point without notifying the affected carrier promptly after such rearrangement if CLEC has properly labeled its cross connect wires."</p> <p>(b) Qwest's policy or practice on replacing NIDs.</p> <p>Replacement of non-modular NIDs with modular NIDs is addressed in § 9.5.2.1; other replacements are addressed in § 9.5.2.2. Unless the NID to be replaced is defective, CLEC shall pay for the replacement. Rates are to be addressed in Cost Docket. (<i>Tr. 5/22/01, pages 51-58</i>)</p>	(a) Closed       (b) Closed
4-42 (NID-4) 9.5.2.2	<p>Permitting Qwest to retain ownership of NID.</p> <p>Qwest opposes request to relinquish ownership and asserts that CLECs lease NIDs. SGAT § 9.5.2.2 modified to include "At a CLEC's request, Qwest will change the NID on an individual request basis ..."</p>	Closed
4-43 (NID-5) 9.5.3	<p>Limitations of rate elements to single tenant NIDs.</p> <p>SGAT § 9.5.3 amended so as not to limit rate element to "single tenant NIDs." SGAT § 9.5.3.2 modified to include term "... and apply pursuant to § 9.5.2.5".</p>	Closed
4-44 (NID-6) 9.5.4	<p>Revision of Qwest order procedure to eliminate ordering stand-alone NID in "Remarks" section of LSR.</p> <p>Qwest stipulates it is creating a stand-alone order process. SGAT § 9.5.4.3 modified to include "Subject to the terms of 9.5.4.2, CLEC may perform a NID-to-NID connection according to § 9.5.2.3, and access the protector field of the Simple or Smart NID by submitting an LSR." (<i>Tr. 5/22/01, pages 27</i>).</p>	Closed
4-45 (NID-7) 9.5.2.5	<p>Whether or not CLECs should be allowed to access MTE inside wire through Qwest's protector field without paying for the NID when no other access is available and when the CLEC has provided its own protector.</p> <p>AT&amp;T offered language that would exempt CLECs from charges for access to the protector side of a NID if the CLEC provides its own electrical protection. Qwest argues that, to the contrary, if a CLEC accesses the protector side of the NID, the CLEC should pay for it. AT&amp;T acknowledged that a situation that would prevent a CLEC from accessing inside wire -- thus requiring the CLEC to access the inside wire through Qwest's protector field --</p>	Impasse

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	would be extremely rare. ( <i>Tr. 5/22/01, pp. 62-65</i> ).	
4-46 (NID-8) 9.5.4.2	Nature and extent of notification and coordination necessary where a CLEC needs to add cross-connect fields at an intermediate Qwest location. AT&T sought to add language to make provisions for situation affecting complex CPE, where the CLEC needs to add cross-connect fields at intermediate Qwest locations. Qwest agrees that some notification and coordination arrangements would be appropriate in situations addressed by § 9.5.4.2. SGAT § 9.5.4.2.1 modified to incorporate such a request in the LSR process, allowing for a ten (10) day interval, and adding language regarding dispute resolution.	Closed
4-47 (NID-9) 9.5.5.1	Interpretation of term: “If Qwest demonstrates that a CLEC working in the NID necessitated the dispatch repair, the identified ...” CLEC proposed language to address a process if there is a billing dispute when Qwest repairs or replaces a NID. Addressed concern with vagaries of term “demonstrates” as distinct from “dispute resolution processes” to determine who must bear the cost. SGAT § 9.5.5.1 modified to include “Billing disputes will be resolved in accordance with the dispute resolution process contained in this Agreement (SGAT).” Also to be addressed in “dispute resolution” portion of the Terms and Conditions Workshop ( <i>Tr. 5/22/01, pages 78-100, 116</i> ).	Closed
4-48 (NID-10) 9.5.2.6	Concern that clause “if a party caused a service outage to a customer of the other party, then the party causing the damage would be liable” could be interpreted as an expansion of CLEC liability beyond what liability is stated in the tariff. SGAT § 9.5.2.6 amended to remove implication that a CLEC's liability could exceed the liability stated in the tariff ( <i>Tr. 5/22/01, pages 112</i> ).	Closed

**CHECKLIST ITEM NO. 4:**  
**Access to Local Loops (Including Line Splitting)**

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4-1 (Loop-1) Non-SGAT	Means of converting from switch-provided service to UNE loop, when the facilities utilize IDLC technology and the CLEC requests a "Basic Installation" option. (Issue initially raised by SunWest in context of disputes between SunWest and Qwest pending in a separate arbitration. Those parties subsequently settled disputes and all issues were closed. <i>(Tr. 5/25/01, pages 59)</i> ). AT&T reiterated concerns as to processes employed by Qwest to address specific IDLC-related situation. <i>(Tr. 5/25/01, pages 56-59)</i> . Qwest contended it filed appropriate orders, cited in SunWest's supplemental filing, and described several process improvements that it had implemented. <i>(Tr. 5/25/01, pages 33-34, 37-40)</i> .	Impasse
4-2 (Loop-2) 4.34 4.15(a) 9.2.1 9.2.1.1	(a) CLECs want definition of "loop" in SGAT to comply with definition in UNE Remand Order. Qwest made requested definitional changes in SGAT §§ 4.34 and 9.2.1, consistent with the definition in the FCC's <i>UNE Remand Order</i> . Term "Demarcation Point" in § 4.15 (a) capitalized to refer to defined term. AT&T suggested further technical changes to the SGAT's definition of "loop," which Qwest accepted and moved SGAT § 4.15(a) to § 9.2.1.1. <i>(Tr. 4/17/01, pages 58-63)</i> . (b) AT&T requests deletion of the phrase "including inside wire" from the definition of loop. Sections 4.34 and 9.2.1 revised to reflect UNE Remand Order. First sentence ends with "after end-user premises." <i>(Tr. 4/17/01, page 63)</i> .	(a) Closed  (b) Closed
4-3 (Loop-3) 9.2.2.1	(a) AT&T requests addition of phrase "unbundled from switching and transport." Qwest agreed to add term in SGAT § 9.2.2.1. <i>(Tr. 4/17/01, pages 63-64)</i> . (b) AT&T contends that definition of "loop" requires Qwest to provision loops in "the same time and manner" as it provisions loops to itself, analogous to provisioning of MegaBit, a Qwest retail DSL service. Qwest stated that it was not willing to insert AT&T's proposed language "provisioned in substantially the same time and manner" to SGAT § 9.2.2.1. Qwest asserted that this language is used by the FCC when there is a retail analog, and there is no retail analog in the UNE loops context. AT&T posited that Qwest's MegaBit service is a retail analog for loops. Qwest countered that that Qwest is using the FCC-approved language for loop provisioning. <i>(Tr. 4/17/01, pages 63-72)</i> . The parties initially agreed to defer this issue to Loop-36. <i>(Tr. 4/17/01, pages 72)</i> . Qwest subsequently agreed to adopt language for SGAT § 9.2.2.1 that provides that "if there is a retail analogue for an unbundled loop, Qwest will provision that loop in substantially the same time and manner as it provisions it for itself."	(a) Closed (b) Closed
4-4 (Loop-4) 9.2.2.1.1 9.2.2.1.2	AT&T disputes the characterization of "capable" and "compatible" loops. Issue pertains to the use of these terms to describe various loop types. At the request of Staff, Qwest stipulated that codes in the technical publications that help define "capable" and "compatible" could not be changed. AT&T concurred with the language in SGAT §§ 9.2.2.1.1 and 9.2.2.1.2. <i>(Tr. 4/17/01, pages 72-74)</i> .	Closed
4-5 (Loop-5) Multiple SGAT Sections	(a) AT&T contends that technical publications are inaccurate with respect to SGAT language previously agreed to in various workshops, and questions the timing of Qwest updates, particularly when the issues are addressed in different contexts across the workshops. Qwest enumerated cross-referencing of the IRRG and technical publications in the SGAT. Qwest stipulated that any changes to the IRRG or technical publications would go through the CICMP process so that CLECs would, accordingly, be notified of any changes. (b) AT&T claims that IRRG is inconsistent with SGAT and inquired as to the placement and printing of the IRRG and technical documents on the Internet. Qwest contends that the	(a) Closed  (b) Closed

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	<p>update of technical publications is an inherent part of “process change” and that the IRRG is by its very nature an evolving document. Qwest states that the IRRG is reviewed to ensure consistency with SGAT, and technical publications are made available to CLECs via Internet. Qwest agrees to update the IRRG and Technical publications within 45 days of closing a checklist item. Qwest agrees to make the stipulation in Workshop 4 part of the record for Workshop 5. <i>(Tr. 4/17/01, pages 74-90).</i></p> <p>(c) AT&amp;T cites need for process to verify consistency of technical publications and SGAT Deferred to the General Terms and Conditions workshop. <i>(Tr. 4/17/01, pages 90-91).</i></p>	(c) Closed
4-6 (Loop-6) 9.2.2.2	AT&T requests that the phrase "within the voice frequency range" be deleted from SGAT § 9.2.2.2. Qwest agreed to the deletion. AT&T observed that the IRRG and technical publications would need to be updated with new SGAT language. <i>(Tr. 4/17/01, pages 91-92).</i>	Closed
4-7 (Loop-7) 9.2.2.2	<p>Means by which Qwest will provide unbundled loops when IDLC is used.</p> <p>Qwest contends procedures are consistent with FCC citations, taking loop unbundling as far as practical; but there are circumstances where unbundling the IDLC cannot be accomplished and loop creation cannot be achieved. AT&amp;T wants assurance that Qwest updates underlying operations documents that are consistent with orders that cite limits on unbundling (Footnote 390, 390, to the FCC UNE remand order; FCC SBC order, Paragraph 248). Qwest cites Exhibit JML-3 that enumerates the overall process for unbundling and for approaching a situation when a loop is on IDLC, and which describes how Qwest decides whether unbundling is technically feasible. Parties discussed the Engineering Decision Tree (Exhibit JML-8) and the hairpinning process (Exhibit JML-9). Qwest provided additional amendments to SGAT § 9.2.2.2.1 and changes to Steps 1, 2, and 3 of its Engineering Decision Tree. Intervals are to be shown in standard five-day intervals. Steps 2 &amp; 3 are to refer to “line station transfers”. Qwest commits to perform hairpinning for more than 3 loops on an interim basis while awaiting installation of a Central Office Terminal. <i>(Tr. 5/23 2001, p. 106).</i></p>	Closed
4-8 (Loop-8) 9.2.2.3	Ability of CLEC to choose facilities and technology when Qwest provides an unbundled loop. Selection based on automatic flow-through unless manual assist required. Qwest assigns all facilities for itself and CLECs based on first compatible facility available. AT&T expressed concern that Qwest has the power to select technology for special customer situations. Qwest stated that such process is mechanized and that Qwest had little ability to select facilities to unbundle loops. Mechanized processes for wholesale and retail are done same way. AT&T inquired as to whether there was flexibility in the assignment process for a customer to select fiber over copper. Qwest reiterated that there was no such flexibility in the assignment system. Qwest revised § 9.2.2.3 to reflect nondiscriminatory assignment process. <i>(Tr. 4/17/01, pages 108-112).</i>	Closed





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9.2.2.4	<p>Court of Colorado's decision that states Qwest can recover loop conditioning charges for loops under 18,000 feet. Qwest contends that UNE Remand Order and Federal District Court allow recovery of loop conditioning costs; moreover bulk deloading of loops will significantly reduce number of loops that require conditioning. (<i>Tr. 4/18/01, pages 28-30</i>). Defer to the Cost Docket.</p> <p>(b) Whether or not it is appropriate for Qwest to refund conditioning costs to CLEC if CLEC's customer is "lost" to Qwest within one year; or a refund should be due if the loss were attributable to Qwest provisioning or quality problems.</p> <p>AT&amp;T argues that, in fairness, a CLEC or Qwest that acquires a customer in short period should bear some of the conditioning costs. AT&amp;T contends if a customer is lost, the "losing" carrier is effectively financing conditioning for the "winning" carrier -- who should accordingly reimburse the losing carrier for a pro-rata share. AT&amp;T argues that its proposed language on this issue is reciprocal and prorated over time, and therefore equitable. (<i>Tr. 4/18/01, pages 63-72</i>). Qwest and other CLECs do not concur, citing potential risks and inequities, and would not be willing to refund such conditioning costs. New Edge states that such a charge would place smaller CLECs at a competitive disadvantage. Covad and New Edge argue that the issue could, more appropriately, be addressed through use of a Termination Liability Assessment. AT&amp;T's proposal for § 9.2.2.4.1 is deemed by Qwest and other CLECs to be inappropriate. Qwest contends refunds should be treated as a billing dispute, with a framework for an appropriate inquiry, in any case. AT&amp;T subsequently narrowed its proposal to receipt of a refund when there were provisioning or quality problems attributable to Qwest. (<i>Tr. 5/23/01, pages 123</i>). Qwest argues that AT&amp;T's proposed provisions, which it purports to be self-executing, although, it requires a subjective determination of fault would be difficult to implement. (<i>Tr. 5/23/01, pages 124, 127-29 and Tr. 5/23/01, pages 132</i>).</p>	(b) Impasse
	<p>(c) Whether or not Qwest should pay for deloading a loop for data use if the loop does not meet the requirements for voice grade service. Qwest payment for deloading loop for data application if unbundled loop, a priori, does not meet voice loop standards because of improper loading. Rhythms contends that data service carriers are being asked to pay for conditioning that might not otherwise be incurred. If Qwest were to bring loop up to voice standards, it would have to deload. Qwest's policies and procedures in connection with deloading loops were explained. Consistent with these policies, Qwest argues that it is conditioning the facility as required to accommodate data services, and that loop deloading would be expressly for the data applications. It did not make sense that Qwest would test the loop to determine whether it provides voice grade service when the CLEC orders a loop to provide DSL service. Staff further explained that those rules provide a range of acceptable performance for voice grade service and only apply to analog voice grade service. (<i>Tr. 4/18/01, pages 30-63</i>). Despite the clarification, the agreement was not achieved.</p>	(c) Impasse
4-11 (Loop-11) 9.2.2.5 9.2.3.4	<p>Circumstances under which Qwest will provide and charge for extension technology. Rhythms contends if it orders a service-capable loop, pursuant to application of extension technology, Qwest should undertake cooperative testing and assume responsibility for costs for failed circuits, if the loop were not ISDN capable. Rhythms also expressed concern over the defined technical standard that these loops are to satisfy. (<i>Tr. 4/18/01, pages 63-100</i>). Qwest contends it is providing a loop UNE, not a service, and that tests are conducted to ensure that technical parameters are within UNE norms. Qwest states that such extension technology is on ISDN-capable loops to ensure that the loop meets Qwest's technical standards for ISDN or xDSL-I. If an unbundled loop is provided, and it meets specified requirements -- separate and apart from the relevant extension technology -- then Qwest's obligation has been fulfilled. Qwest argues that does not have the responsibility to design the CLEC's loop. CLEC orders extension technology is through a "test and turn up"</p>	Closed

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	process. Qwest stipulates that if extension technology is required to make the service that the CLEC purchases meet technical parameters, then the extension technology will be added at no extra charge. SGAT § 9.2.2.5 was changed to clarify this situation. If the CLEC recognizes, through its own design efforts that the loop is too long or loss levels will be unacceptable, extension technology, can be ordered. Qwest's policy for providing extension technology for its retail customers is consistent with SGAT § 9.2.2.5. One exception is that retail customers do not request or receive extension technology that exceeds or is outside the requirements of Qwest's technical publications. <i>(Tr. 5/23/01, pages 134-35)</i> . Modifications to § 9.2.2.5 incorporated by Qwest acceptable to parties. <i>(Tr. 5/23/01, pages 136)</i> .	
4-12 (Loop-12) 9.2.2.6	Removal of the term "access" in SGAT § 9.2.2.6. Requested change incorporated to address CLEC concern. <i>(Tr. 4/18/01, pages 100)</i> .	Closed
4-13 (Loop-13) 9.2.2.6 9.2.2.7 9.2.6	(a) AT&T believes the section unduly limits Qwest's obligation to provide digital loops. Qwest made changes to the SGAT to remove the implication that the only type of xDSL loop to be provided by Qwest was an ADSL loop. AT&T concurred with the change incorporated in SGAT § 9.2.2.7. <i>(Tr. 4/18/01, pages 100-101)</i> . (b) AT&T, WCom, and Rhythms disagree with spectrum management language. Spectrum management now addressed in § 9.2.6. The parties discussed spectrum management issues and agreed to defer this issue to Loop-34. <i>(Tr. 4/18/01, pages 105)</i> .	(a) Closed  (b) Closed
4-14 (Loop-14a) 9.2.2.8 9.2.4.3 9.2.2.8 9.2.4.3	(a) Whether or not Qwest's loop qualification tools are adequate, as to quality of loop information provided and access to loop facilities databases, are adequate. CLECs inquired about qualitative information available through Qwest's loop qualification tools. Qwest contends that it has provided extensive information to CLECs within the framework of its bundle of loop planning and implementation tools, and is keeping relevant databases current. These include: The status of the Colorado FOC trial for loop qualification <i>(Tr. 4/18/01, pages 179-187 and Tr. 5/23/01, page 144)</i> , including quantitative findings associated with the loop qualification tests <i>(Tr. 4/18/01, pages 187-203)</i> . Information as to the types of databases that are available to service representatives and the degree of disaggregation that was provided (e.g., down to a remote terminal level) <i>(Tr. 4/18/01, pages 203-237)</i> . The LFACS database and the databases available to Qwest's retail representatives. Qwest certified that Qwest retail sales representatives do not have access to LFACS. <i>(Tr. 5/23/01, pages 141)</i> . Qwest cited how the LFACS database interfaces with loop qualification tools, and contends its Facilities Assignment group goes through the same process for wholesale and retail customers. <i>(Tr. 5/23/01, pages 143)</i> . CLECs want ability to access the same information that Qwest has, including LFACS. CLECs argue that greater access to LFACS is required, as they deem this level of functionality is necessary to identify spare copper feeder -- as a requisite for specifying a preferred route rather than submitting actual orders to select among for possible alternative routes. AT&T expressed interest in having direct access to LFACS because of concerns with the completeness of the information in Qwest's loop qualification tools. <i>(Tr. 5/23/01, pages 152)</i> . Qwest contends that FCC does not require anything more than providing CLECs with access to facility and assignment information on a par with what retail groups have access to. Qwest argues that the LFACS tool strictly supports the assignment process, which implicitly qualifies loops utilizing a "parity by design" evaluation. Qwest further contends that its methods for loop qualification are not discriminatory, and	(a) Impasse

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	<p>that both ILEC and CLEC alike (as cited in FCC's Kansas/Oklahoma ruling, paragraph 126, and FCC's Verizon Massachusetts order, paragraph 66) experience any data inaccuracies.</p> <p>New Edge expressed concern with disclosure of competitive information if direct access to LFACS is granted. (<i>Tr. 5/23/01, pages 164-65 and Tr. 5/23/01, page 168</i>).</p>	
(Loop-14b)	<p>(b) Whether or not Qwest must create the functionality for CLECs to perform a mechanized loop test (MLT) on a pre-order basis.</p> <p>CLECs claim that direct access to MLT is required. CLECs contend that, although CLECs have ability to perform pre-order MLT for their own customers, functionality for CLECs to perform pre-order MLT for prospective customers being served by Qwest (or another carrier) does not exist.</p> <p>DLECs and CLECs contend they need to know if there is spare copper available for neighborhoods where loops are served over IDLC. Without this it is difficult to ascertain whether it is viable to market their respective retail service in these neighborhoods. DLECs argue that FCC rules specifically call for nondiscriminatory access to test access points so a carrier's own tests can be performed. Qwest submits that MLT works only on switched services; and, as MLT is a test tool for repair purposes, functionality for CLECs to perform pre-order MLT for other carrier customers does not exist. Qwest observes MLT is an invasive test that "brings down service" while being performed, and thus is inappropriate to use on a pre-order basis". For the purposes of pre-order, Qwest argues that it would be giving access to CLECs on ILEC-owned facilities.</p> <p>Covad argues that use of MLT for pre-order may be a way of getting sound information on loop pre-qualification and is a potential tool to address pre-qualification problem being experienced. Qwest affirms that retail sales representatives do not have the capability to perform a preorder MLT. Qwest has the ability to do MLT on any loop connected to a central office switch; however, difficulty in partitioning customer information a significant issue associated with MLT access.</p> <p>AT&amp;T observes that Verizon/Massachusetts Part 217 Order (paragraph 58) states that Verizon's Loop Qualification Center performs an MLT test as part of their pre-qualification process. Qwest argues that the Verizon method for pre-qualification is manual and not comparable with the mechanized method afforded by Qwest.</p> <p>Qwest contends it has incorporated MLT loop information into the appropriate databases that are accessible by the CLECs. In spite of these aforementioned considerations, and is considering means of making MLT testing available to CLECs (for assessment of prospective CLEC customers). (<i>Tr. 5/23/01, page 200</i>).</p>	(b) Impasse
(Loop-14c) 9.2.2.8 9.2.4.3	<p>(c) Covad has concern that Qwest maintains a competitive advantage by using the LFACS updating process as a concurrent opportunity to provide MegaBit sales referrals. Qwest stipulated that are no links to MegaBit sales organization and provided a bulletin (5-Qwest-73), effective 5/17/01, that incorporated a revised process and description of an LFACS database update (<i>Tr. 5/25/01, pages 68-84</i>).</p>	(c) Closed
(Loop-14d) 9.2.2.8 9.2.4.3	<p>(d) Covad has concern that Qwest is not able to use the Raw Loop Data tool until a new Qwest voice customer's first bill is issued.</p> <p>Covad contends that Qwest does not update its databases in a timely manner, and forces CLECs to wait until the first bill is issued before CLEC can access the raw loop data tool or place an order. Qwest stipulates that the process for pre-qualifying loops is the same as for retail as it is for wholesale. However, Qwest has discovered a system problem within the IMA. In the interim, if a CLEC gets a rejection because the customer has not received the first bill, a special order will be put in to bypass the IMA until information to IMA is posted. Qwest observes that the update process includes a one-day lag between "order complete" and "LFACS update". This lag holds for both retail and wholesale; thus there is parity. (<i>Tr. 5/23/01, pages 189-191</i>). Closed, subject to verification during ROC OSS</p>	(d) Closed

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	tests. <i>(Tr. 5/23/01, pages 191).</i>	
4-15 (Loop-15) 9.2.2.9 9.2.2.3 9.2.2.9.5.3	<p>(a) Issue as to what installation options Qwest provides Qwest has amended the SGAT to provide six types of installations incorporated into SGAT § 9.2.2.9.</p> <p>(b) AT&amp;T and Covad have concerns with Qwest coordinated installation performance. Rhythms has concerns with cooperative testing. Qwest submits that new Qwest CLEC Coordination Center (QCCC) has fostered aggressive approach to enable effective cooperative testing. Provision is made to waive charges in the event Qwest is at fault for either not being available or being unable to perform cooperative testing prior to turning up a CLEC circuit (5-Qwest-61). Specific terms under which Qwest commits to provide waivers were articulated (5-Qwest- 62) Subject to evaluation of results of cooperative testing program. <i>(Tr. 5/23/01, pages 204).</i></p> <p>(c) AT&amp;T requests amendments to require Qwest to wait 30 minutes for CLEC and to provide refund if Qwest misses installation time by 30 minutes. Qwest makes specific commitments to waive charges for cooperative testing if tests are not performed due to Qwest's fault, and includes SGAT amendments under which Qwest must wait thirty (30) minutes for a CLEC, and provide a refund if Qwest misses an installation time by more than thirty (30) minutes. <i>(Tr. 5/23/01, pages 204).</i> Qwest agreed to waive the nonrecurring for the installation if Qwest fails to perform cooperative testing due to Qwest fault. <i>(Tr. 5/24/01, pages 53).</i></p>	(a) Closed  (b) Closed  (c) Closed
4-16 (Loop-16) 9.2.2.9.1.3 9.2.2.9.1.5	Features and capabilities of Qwest's "Quick Loop" product. Qwest describes "Quick Loop" as strictly being associated with an analog LSR. A three-day order interval and a 24-hour firm order confirmation interval are entailed. The current Quick Loop offering is not applicable to loops with number portability. <i>(Tr. 5/24/01, pages 12 and 15).</i>	Closed
4-17 Loop-17 9.2.2.11	Variation of transmission characteristics depending on Qwest's network configurations. AT&T opposes first sentence of provision and requirement that transmission characteristics may vary depending on Qwest's network configurations. Qwest deleted references to Qwest network configurations from SGAT § 9.2.2.11 and stipulated that the basic assignment process in this context is the same for wholesale and retail. <i>(Tr. 5/24/01, pages 15-16).</i>	Closed
4-18 (Loop-18) 9.2.2.12	Opposition to direct CLEC end-user contact with Qwest, as cited in SGAT § 9.2.2.12, that may have enabled end-user to direct Qwest to disregard CLEC order for Unbundled Loops. AT&T and WCom oppose provision in SGAT § 9.2.2.12 as to direct CLEC end-user contact with Qwest on grounds that it circumvents the end user's CLEC as the primary point of contact regarding disconnection or provisioning of unbundled loops and interferes with CLEC's relationship with end user. Qwest modified SGAT § 9.2.2.12 to state that "If there is a conflict between an end user (or its respective agent) and CLEC regarding the disconnection or provisioning of unbundled loops, Qwest will advise the end user to contact CLEC and Qwest will initiate contact with CLEC." <i>(Tr. 5/24/01, pages 16).</i>	Closed
4-19 (Loop-19) 9.2.2.13	<p>(a) Claim that CLEC does not have ability to grant access to third party property. AT&amp;T and WCom claim Qwest should coordinate access with CLEC and end user. Qwest amended SGAT § 9.2.2.13 to address CLEC's concerns. <i>(Tr. 5/24/01, pages 16-20).</i></p> <p>(b) CLECs argue provisions should permit CLEC to access loop anywhere along its length. Changes incorporated in § 9.2.2.13. <i>(Tr. 5/24/01, pages 21).</i> [Issue related to NID-7]</p>	(a) Closed (b) Closed

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4-20 (Loop-20) 9.2.2.15 9.2.2.15.1	Issue as to the purpose of provision in § 9.2.2.15 regarding the meaning and timing of "Loss Alert." Qwest states provision is intended to address the process in situations in which Qwest or another CLEC needs a facility to provide service to an end user. SGAT § 9.2.2.15 revised to clarify the circumstances under which facilities would be reused ( <i>Tr. 5/24/01, pages 21-24</i> ) and to strike the reference to SGAT § 5.3 (in SGAT § 9.2.2.15) regarding proof of authorization. ( <i>Tr. 5/24/01, pages 23-24</i> ).	Closed
4-21 (Loop-21) 9.2.2.3 9.2.2.3.1	Enabling CLEC to select transmission technology. SGAT §§ 9.2.2.3 and 9.2.2.3.1 amended to state that Qwest provides parity in assigning facilities. Section 9.2.3 to refer only to rate elements. ( <i>Tr. 5/24/01, pages 24-25</i> ). [Issue related to Loop-8].	Closed
4-22 (Loop-22) 4.39(a) 9.1.12, 9.2.3.6	More explicit definition of "miscellaneous charges." SGAT § 9.1.12 clarified with reference to the definition of "miscellaneous charges" in SGAT § 4.39(a). ( <i>Tr. 5/24/01, pages 25</i> ). Language also addressed and closed in the UNE workshops, Workshop 4. ( <i>Tr. 5/24/01, pages 26</i> ).	Closed
4-23 Loop-23 9.2.3.7	Question as to installation hours referenced and application of overtime rates to "out-of-hours" installations. Qwest notes that term "out-of-hours" rates has supplanted "overtime" rates. Issue of when out-of-hours rates apply to be addressed in the Cost Docket. Outstanding cost issues also to be addressed in Cost Docket, including whether "out-of-hours" rates should be different than standard rates. ( <i>Tr. 5/24/01, pages 26-28</i> ).	Closed
4-24 (Loop-24) 9.2.3.7.6, 9.2.4.4.1 FCC 99-355 p.210 T1-417 A.2	Whether or not the final results of the xDSL Firm Order Confirmation (FOC) trial substantiate the adequacy of Qwest's performance. CLECs want clarification and establishment of expectations regarding Qwest standard operating procedures as to when CLECs can expect service to be delivered or UNE turned over, judging from results of the xDSL FOCs trial. Qwest states that it responds with an FOC once circuit design for a particular customer has commenced. If Qwest finds that the customer is on an IDLC and the circuit cannot be designed because an unbundled loop is not available, a second FOC is sent advising them the order is going to be held (at which time the corresponding disconnect order gets stopped). Qwest contends its procedures are consistent with FCC requirements and preliminary xDSL FOC results indicate that Qwest has improved the FOC process. CLECs contend the process of issuing successive FOCs can precipitate a multiple jeopardy per LSR, undermines CLEC customer confidence, causes customer relations problems, and results in high incidences of service cancellations. Qwest reviewed the completed FOC trial. CLEC-specific data was provided for integrity review. To date, only Covad has contention data integrity. Covad raises concern regarding Qwest's response time in providing FOCs, and results specific to OP3 and OP4 PIDs "Qwest FOC Trial Data" (5-Qwest-72) review by parties present in advance of conference call scheduled to review FOC trial and more finalized data results. Qwest contends that an interim 72-hour FOC improved value and meaningfulness of the FOC process, the longer-term goal being development of a single, streamlined FOC process. A number of process changes were made during the trial ( <i>e.g.</i> , issuing jeopardy notices rather than "false" FOCs for those orders that could not meet the standard interval). AT&T requested information from Qwest regarding the apparent breakdown of the disconnect process, as initially identified through testimony of SunWest. Qwest contends they are addressing problems with disconnects and are instituting appropriate methods to process orders. Affected IDLC orders are being placed in "held status" and are no longer being automatically rejected. Qwest deleted provision, expanded § 9.2.4.3.1 and added § 9.2.4.4.1. Preliminary results of xDSL trial presented in Exhibit JML-10. Due to interests of other CLECs and Covad's	Impasse







Issue ID# COIL # & SGAT	Description of Issue and Resolution	Status
4-33 (Loop-33)	<p>Whether or not Qwest has demonstrated sufficient policies and procedures to prevent anti-competitive behavior and respond to allegations of anti-competitive conduct by its employees.</p> <p>CLECs allege that Qwest engages in anti-competitive conduct. CLECs maintain that: There are no guarantees that disciplinary actions will be taken when a Qwest employee violates Code of Conduct, and There is too much discretion on the part of direct supervisors or managers to take disciplinary actions when such action is warranted.</p> <p>Qwest ascertains that it has previously filed testimony regarding Qwest's Code of Conduct, and discussed the various documents regarding Qwest's policies and Code of Conduct. Qwest cited specific responses to violations, and other parties offered their experiences. (<i>Tr. 5/24/01, pages 179-193</i>). Qwest also presented a letter regarding investigation of CLEC complaints and an email sent to all network employees reminding them of their obligations under the Code of Conduct. Furthermore, Qwest is issuing a letter from upper management to all Qwest network employees reaffirming Code of Conduct responsibilities and disciplinary actions taken in the event of noncompliance. Qwest's contends it has addressed the CLEC's concerns regarding manager responsibilities. Covad's argues that these measures to not provide adequate assurance. Issue nearing closure, but remains at impasse (<i>Tr. 5/25/01, pages 86</i>).</p>	Impasse
4-34 (Loop-34) 9.2.2.7 9.2.6	<p>Regarding spectrum management: (1) whether or not CLECs need to disclose NC/NCI codes to Qwest? (2) whether or not Qwest should be required to implement draft procedures relating to remote deployment of DSL? (3) whether or not Qwest properly manages T1 facilities.</p> <p>DLECs described new standards it deems appropriate for spectrum management (TE1.417 and Annex A). Qwest argues that these are not formal standards as yet. The parties discussed spectrum management issues. Policies at issue for standards management include:</p> <p>Disclosure of NC/NCI codes to Qwest. DLEC believes disclosure is unnecessary if all carriers comply with spectrum guidelines. Qwest asserts that the FCC rejected DLEC's position and requires disclosure of this information to the incumbent for spectrum management purposes.</p> <p>Implementation of a process for remote deployment of DSL in advance of T1E1 recommendations. DLEC claims that Qwest should not wait until T1E1 recommendations are developed to implement remote deployment of DSL. Qwest asserts that it is premature to implement remote deployment of DSL before industry consensus is reached.</p> <p>Requirements to migrate T-1 facilities to new technology as disturbances arise. DLEC asserts that T-1 facilities should not prevail in a spectrum dispute. Qwest asserts that it is now properly managing T-1 facilities.</p> <p>Concerns that intermediate devices placed outside the loop plant would be outside the rules for spectral issues. Qwest indicated that it would consider adding language to the SGAT to ensure that intermediate devices are subject to certain technical standards. Qwest stated that there are no hard standards for these issues, only recommendations. (<i>Tr. 4/18/01, pages 100-114</i>).</p> <p>Importance of understanding what services CLECs intend to offer over a loop for effective spectrum management. DLEC contend Qwest should provide information as to the makeup of the loop, rather than waiting for DLECs to tell Qwest of their intended use of the loop. Qwest questioned the impact of a DLEC using nonconforming equipment or services on the loop. (<i>Tr. 4/18/01, pages 114-120</i>).</p> <p>Dispute and management problems that may appear when Qwest addresses an interference problem. Qwest stated its intent is to assist with any dispute problems. Appropriate technical standards for loops were addressed. Qwest's spectrum management rules would</p>	Impasse

Issue ID# COIL # & SGAT	Description of Issue and Resolution	Status
	be applied equally. ( <i>Tr. 4/18/01, pages 120-159</i> ). Parties agreed to incorporate the record from the multi-state proceeding, including all exhibits ( <i>Tr. 5/24/01, pages 194</i> ).	
4-35 (Loop-35)	Commission approval of prices. Cost Docket deemed to be the appropriate forum to address question of whether all prices have been approved by the Commission to the Cost Docket. ( <i>Tr. 5/24/01, pages 197</i> ).	Closed.
4-36 (Loop-36) Exhibit C	<p>Whether or not loop installation intervals in SGAT Exhibit C are appropriate. CLECs challenge the suitability of standard intervals in Exhibit C in context of parity and PID performance criteria. Intervals for unbundled loops in Exhibit C considered on case-by-case basis (<i>Tr. 5/24/01, pages 197-272</i>):</p> <p>(a) - AT&amp;T wants 3, 4, 5 business days instead of 5, 6, 7 business days respectively. Qwest maintains its position for a 5-business day interval is appropriate as dispatch of technicians is required to provide unbundled loop. Specifically, 2/4-wire analog loops, AT&amp;T would prefer a three day period, rather than Qwest's five day period. Qwest contends that their intervals are in line with other ILECs in the industry; they have further accommodated CLECs by not requiring pre-surveys. A BellSouth document entitled "5.1 Unbundled Network Elements" purportedly supports Qwest's contentions (<i>5-Qwest-70</i>). AT&amp;T would concur with 5-day interval for Item (a) if Quick-Loop (Item j) with LNP day business interval would have a 3-day interval. Consistency with Colorado Commission's service quality rules needs to be considered in this context. Qwest does not agree to change the installation period in subsection because the current period is consistent with industry standards.</p> <p>(b) - Qwest proposes 5, 6, and 7 day intervals, respectively; AT&amp;T is seeking corresponding intervals of 3, 4, and 6 days, respectively, as well as compliance with Colorado State rules. Specifically, 2/4 wire non-loaded loops, ISDN loops, and ADSL compatible loops that do not require conditioning, AT&amp;T desires a three, four, or five-day installation period rather than Qwest's proposed five, six, or seven-day period. Qwest cited Bell South's loop installation intervals and Verizon's intervals, to show that Qwest's intervals are consistent with or better than those of other ILECs. AT&amp;T suggests waiting until F.O.C. trial is complete, as results of the trial will provide indications of what interval is appropriate. Qwest argues that the F.O.C. trial will not impact the intervals Qwest now proposes.</p> <p>(c) - Acceptable to AT&amp;T.</p> <p>(d) - Intervals of 5, 6, and 7 business days for 1 to 6, 7 to 14, and 15 to 24 lines, respectively, appear in other Qwest testimony. Specifically for DS1 loops, AT&amp;T would prefer installation periods of five, six, or seven days, depending on the size of an order. Qwest stipulated Qwest's intervals are consistent with those of Verizon, which have been approved by the FCC. Qwest also argues that the nine-day interval in Exhibit C is consistent with its retail interval for these loops. AT&amp;T claimed that Qwest improperly increased the interval for DS1 loops from this standard. Qwest proposes 9 business days for 1 to 24 lines, consistent with Verizon's intervals for DS1 as a gauge of industry norms.</p> <p>(e) Acceptable to AT&amp;T.</p> <p>(f) Acceptable to AT&amp;T</p> <p>(g) - Qwest proposal changed ICB from 24 days to what is now 15 business days. Qwest will do conditioning as part of the interval, whereas other ILEC's do conditioning outside of the 15-day interval. Covad contends that a DSL loop conditioning in a period of five</p>	<p>(a) Impasse</p> <p>(b) Impasse</p> <p>(c) Closed</p> <p>(d) Impasse</p> <p>(e) Closed</p> <p>(f) Closed</p> <p>(g) Impasse</p>

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	<p>days, rather than Qwest's fifteen day proposal is appropriate. Qwest argues that many ILECs condition loops for DSL service on an ICB basis, and Qwest is unique in specifying a conditioning cycle.</p> <p>(h) - AT&amp;T requests repair intervals shorter than the Exhibit C intervals of 24 hours for out of service conditions and 48 hours for other troubles. AT&amp;T contends that if it must provide repair service in 24 hours to its customers, it needs Qwest to perform repairs in less than 24 hours. Qwest contends that 24 hours is an industry benchmark -- on parity with their own retail intervals -- and it complies with Commission rules. Service intervals are on parity with Qwest's own retail intervals, consistent with the ROC PIDs, and consistent with FCC guidance that maintenance and repair of loops have a retail analogue. (<i>Tr. 5/24/01, pages 197-272</i>). Also the OOS/AS distinction is consistent with Commission rules. AT&amp;T proposes 18 hours for OOS and 18 hours for Service Affecting (AS). Qwest to provide C-CIMP updates regarding changes to Qwest's Wholesale Service Intervals.</p> <p>(i) – Acceptable to CLECs.</p> <p>(j) – Acceptable to CLECs.</p> <p>(k) - WCom at issue with any interval identified as “ICB”. However, issue is more appropriately addressed in Loop-9.</p>	<p>(h) Impasse</p> <p>(i) Closed</p> <p>(j) Closed</p> <p>(k) Closed</p>
4-37 (Loop-37)	<p>Whether or not idle inter-office facilities, being held in reserve for future use, should be re-designated as “available for assignment” as an unbundled loop when CLEC makes a request for loops that are otherwise unavailable.</p> <p>AT&amp;T contends that if a CLEC makes a request for unbundled loops and loops are unavailable, idle inter-office facilities (IOF) should be re-designated as “available for assignment” as an unbundled loop, whether fiber or copper. Qwest provided information on the transitioning of IOF from copper over to fiber, affirming that its policy is not to redesignate IOF for loops. Qwest contends that because of the way IOF fiber is spliced, it is not practical to redesignate IOF fiber for unbundled loops. Moreover, Qwest maintains that they are not required to re-designate IOF as unbundled loops and do not intend to do so. (<i>Tr. 5/25/01, pages 110-115</i>).</p>	Impasse
4-38 (Loop-38)	<p>AT&amp;T is concerned about intervals for orders involving subsequent appointments, including redeployment of UNE loops.</p> <p>AT&amp;T inquires as to the interval on reappointment of loop orders. Specifically, is there, or is there not, a minimum of 5 days to reschedule UNE loop cutovers? Deferred to Section 12 Workshop, General Terms and Conditions Workshop (<i>Tr. 5/25/01, pages 120-121</i>).</p>	Closed
4-50 (LSPLIT-1) 9.21.2.1.2 9.21.2.1.6	<p>(a) Whether or not Qwest should be required to provide access to its POTS splitters, and (b) If so, whether or not Qwest should be required to locate POTS splitters as close to the MDF as possible.</p> <p>Issue as to Qwest's ability to provide CLECs access to its POTS splitters, technical feasibility of accessing POTS splitters, and optimal configuration for access, subject to availability.</p> <p>(a) CLECs want Qwest to provide access to "outboard" splitters. Qwest states it does not provide “outboard” splitters and contends that technical constraints do not enable them to do so. AT&amp;T argues that Qwest should provide line-at-a-time splitters when Qwest provides splitters to itself that are not integrated with the DSLAM. AT&amp;T contends that Qwest's splitters are not integrated and could be made available on a line at a time basis. AT&amp;T argues that Qwest should give consideration to connections if integration of splitters into its DSLAMs were to occur (<i>Tr. 5/22/01, pp. 140-151</i>).</p>	<p>a) Impasse</p> <p>b) Impasse</p>

Issue ID# COIL # & SGAT	Description of Issue and Resolution	Status
	(b) WCom contends that, subject to availability, POTS splitters should be located as close to the MDF as possible. WCom observes that a record on the location of POTS splitters has been established. In this context if Qwest were required to provide splitters, a request for Qwest to "build" would mandate deployment in an appropriate manner. <i>(Tr. 5/22/01, pages 146-159).</i>	
4-51 (LSPLIT-2)	Whether or not Qwest is under any obligation to combine retail services and UNEs when a CLEC provides voice service over UNE-P. At issue is the consistency of Qwest's policy of not offering its retail DSL service in conjunction with CLEC-provided voice service over UNE-P. This policy is predicated on the FCC's Line Sharing Reconsideration Order (FCC 01-026, ¶ 16) which, Qwest contends, expressly denied AT&T's request on this matter. As such, Qwest argues that it is not required to offer Megabit Service, which it classifies as a retail service, in conjunction with UNE-P lines. AT&T counters that precedents for offering finished services as UNEs have been established in other jurisdictions ( <i>e.g., LIS trunking</i> ) <i>(Tr. 5/22/01, pages 159-164).</i>	Impasse
4-52 (LSPLIT-3) 9.21.2.1.6 9.24.2.1.5	Impact of line splitting on increasing cross-connects or tie cable length relative to that required for line sharing. SGAT §§ 9.21.2.1.6 and 9.24.2.1.5 modified to address issues involving cross connects and tie pair cable length. <i>(Tr. 5/22/01, pages 165).</i>	Closed
4-53 (LSPLIT-4)	Means by which Qwest will facilitate line splitting if customer is served by IDLC. Qwest observes that line splitting over a loop with pair gain requires line or station transfer, so that UNE-P must be on platform where suitable data can be provided. Issue of line splitting for customers served over IDLC deferred to the transitional matrices and industry forums. Also related to the CICMP process. <i>(Tr. 5/22/01, pages 166, 178-195).</i>	Closed
4-54 (LSPLIT-5) 9.21.4.5 9.24.4.1.6	Concern over the mechanics of a CLEC-to-CLEC or CLEC-to-DLEC migration. Qwest provides Exhibit JML-19 that describes the process of migrating services between CLECs and DLECs. Requires that data service not be interrupted in transition from line sharing to line splitting, as addressed in SGAT § 9.21.4.5. Qwest established SGAT § 9.24.4.1.6 as "loop-splitting version" of the line-splitting issue. <i>(Tr. 5/22/01, pages 166-177).</i>	Closed
4-55 (LSPLIT-6)	Whether or not Qwest should be required to revise the SGAT to change every reference to "line splitting" to a reference to "line splitting with UNE-P," and every reference to "loop splitting" to "line splitting using a UNE loop." At issue is the need for product differentiation between line splitting with UNE-P and with a UNE loop, which are both types of line splitting. CLECs want definitive information on availability. Qwest states that it intends to develop a loop splitting offering in collaboration with CLECs in industry forums, but no implementation date has been set. <i>(Tr. 5/22/01, pp. 196-215).</i>	Impasse Briefed under LSPLIT-22
4-56 (LSPLIT-7)	Whether or not Qwest's means of providing line splitting over EELs is appropriate. At issue is Qwest's intention of providing line splitting over EELs only through a special request process, subject to CLEC definition of needs and the potential demand. <i>(Tr. 5/22/01, pages 211-220).</i>	Impasse Briefed under LSPLIT-22
4-57 (LSPLIT-8)	Whether or not Qwest should be required to provide line splitting over all combinations that include a loop. At issue is Qwest's contention that CLECs have not identified any UNE combination that includes a loop, other than UNE-P POTS -- for which line splitting is being offered. Qwest asserts that CLEC should provide definition of needs and assessment of potential demand	Impasse Briefed under LSPLIT-22

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	for further consideration. Until the need is demonstrated, Qwest will not provide line splitting over all combinations including a loop. <i>(Tr. 5/22/01, pp. 215-220).</i>	
4-58 (LSPLIT-9)	Whether or not Qwest should be required to provide line splitting over resold lines. Qwest has not agreed to provide line splitting over resold lines. Qwest asks CLECs to define the need and the potential demand for further consideration <i>(Tr. 5/22/01, pages 215-220).</i>	Impasse Briefed under LSPLIT-22
4-59 (LSPLIT-10)	Implementation schedule for line splitting. Qwest line-splitting to be implemented and ready July 1, 2001 and CICMP notice has been distributed <i>(Tr. 5/23/01, pages 4-6).</i>	Closed
4-60 (LSPLIT-11)	Review of line splitting rates. Line-splitting recurring and non-recurring rates to be included in the Phase II Cost Proceeding. Interim rates established on June 1. Rate structure to be addressed in the Colorado Cost docket. Deferred to Phase II of the Cost Docket. <i>(Tr. 5/23/01, pages 6 and 9).</i>	Closed
4-61 (LSPLIT-12) 9.21	Whether or not Qwest should be required to refer to "low frequency" and "high frequency" services as opposed to "voice services" and "data services." At issue is CLEC's contention that Qwest's sale of "UNE-P – POTS" may restrict CLEC's effective use of functionality by virtue of perceived data service limitations associated with "POTS" service and possible real constraints of services delivered over a specified loop frequency. Qwest contends that the existing terminology is consistent with every venue, and the FCC's use of the terms "data services" and "voice services" legitimizes the current nomenclature. Qwest contends that a CLEC's ability to provide service over a UNE-P combination is dependent upon the technical parameters of the UNE-P combination the CLEC orders and, for this reason, a CLEC's use of UNE-P POTS is limited by the fact that UNE-P POTS uses a voice grade analog loop. <i>(Tr. 5/23/01, pages 9-20).</i> With loop splitting, CLECs can use their own switch in conjunction with a loop leased from Qwest for wide-ranging voice and data service applications.	Impasse
4-62 (LSPLIT-13) 9.21.1	Use of the term "existing" in SGAT § 9.21.1. CLECs are concerned that the use of "existing" in SGAT § 9.21.1 would limit the timeframes for when Qwest would do UNE-P. Qwest states that this ordinarily would be a two-order process, and that the UNE-P has to be through the basic process before certain services could be activated. Specifically, voice grade service must be activated and a telephone number must be obtained as prerequisites to ordering DSL service. <i>(Tr. 5/23/01, pages 9-31).</i> CLECs want SGAT to reflect end-to-end service activation time, process and intervals entailed and detailed procedures that are required to establish DSL service. Parties to address issue in industry forums during ensuing month. To be consider in General Terms and Conditions Workshop.	Closed
4-63 (LSPLIT-14) 9.21.1	Requirement to collocate in order to provide UNE-P line splitting. The voice UNE-P CLEC need not collocate; however, the partnering DLEC must have collocation <i>(Tr. 5/23/01, page 32).</i>	Closed
4-64 (LSPLIT-15) 9.21.1	Requirement to perform the central office connections in line splitting. Qwest will perform certain central office functions in the line splitting arrangement. <i>(Tr. 5/23/01, page 32).</i>	Closed
4-65 (LSPLIT-16) 9.21.2.1.3	Issue as to DLEC providing an xDSL product that is compatible with UNE-P POTS service. SGAT § 9.21.2.1.3 reflects updated language that is not restrictive and relies on current and future compatible services as defined by FCC. <i>(Tr. 5/23/01, pages 33 and 34).</i>	Closed
4-66 (LSPLIT-17) 9.21.2.1.7	General forecasting requirements appearing only in SGAT § 3.0, not in multiple sections. Forecasting language in SGAT § 9.21.2.1.7 deleted. (There are not forecasting requirements for line splitting in SGAT.) <i>(Tr. 5/23/01, pages 36).</i>	Closed



Issue ID# COIL # & SGAT	Description of Issue and Resolution	Status
	(LSPLIT-9). CLECs claim that Qwest has testified in other forums that it is offering line splitting over UNE-P POTS and is developing a loop-splitting offering. CLECs also assert that there may be legal implications as to the number of levels, including the time within which Qwest is required to implement changes ( <i>Tr. 5/23/01, pages 196-220</i> ).	

## CHECKLIST ITEM NO. 11:

### Local Number Portability

Issue ID# COIL # & SGAT	Description of Issue and Resolution	Status
11-1 (LNP-1) 10.2.2.4 10.2.2.4.1 10.4.2.2.4.2	<p>Whether Qwest is to be required to ensure that Qwest switch transitions are not removed prior to a confirmation that the CLEC has successfully installed its loop.</p> <p>Options for coordination of LNP associated with CLEC-provided loops include: 1) Not to disconnect until after confirmation of a successful port; 2) automated query to verify activation; 3) hold the disconnect of the switch translation until 11:59 of the day after due date. Qwest is deploying Option 3, as discussed in LNP-2. The focus of LNP-1 is the viability of mechanizing the process. Subtending issues include:</p> <p>Extent of LNP Deployment - Qwest certifies that LNP deployment in Colorado covers 100 percent of Qwest's access lines; that no interim number portability is used in Colorado; and that as of December, 2000, Qwest had reported 253,708 number ports in Colorado, and 1.4 million number ports across Qwest's region.</p> <p>Current LNP Process Considerations - Qwest described the mechanics of Qwest's local number portability process (<i>Tr. 4/16/01, pages 10-18</i>). Qwest contends that mechanization is infeasible in view of substantial OSS impact. Qwest asserts that the current system is the best available at the present time. AT&amp;T argues that an automated process is preferable and possible. (<i>Tr. 4/16/01, pages 126-133</i>). The parties discussed system mechanized and AT&amp;T reiterated preference for an automated process for LNP. AT&amp;T argues that fundamental change in procedure to automate/streamline process is warranted. AT&amp;T seeks justification by Qwest as to claim of mechanization as not being feasible, citing use of the Bell South procedure in LNP and GTE Verizon West LNP Process (<i>Tr. 4/16/01, pages 52</i>). Qwest cited Bell South's and Verizon's LNP procedures, and the trial of Verizon's system in Pittsburgh. Qwest observes that the Pittsburgh test requires manual intervention on each one of the numbers that is being ported and cited an evaluation of LNP performance in selected metropolitan areas, including New York. (<i>Tr. 4/16/01, pages 71-81</i>). Qwest argues that BellSouth has a significantly different Service Order System that Qwest cannot duplicate. Qwest contends a mechanized process as suggested by AT&amp;T is not feasible and that the CLECs bear an equal responsibility with Qwest to ensure that LNP is an efficient process. Qwest and AT&amp;T considered the costs, and cost sharing, associated with developing a system as requested by AT&amp;T.</p> <p>Utah Process - Qwest described the Utah process, by which AT&amp;T and Qwest have a conference call at 4 p.m. daily to discuss any problematic ports for the next day. (<i>Tr. 4/16/01, pages 81-115</i>). AT&amp;T described how Qwest and AT&amp;T cooperate in Utah, with daily conference calls to decide which orders need an emergency stop or hold situation, which has helped address some of the CLECs concerns involving LNP. The Utah process would be rolled out in Colorado within two weeks of the workshop. However, the problems with this Utah procedure are that it is manual and may not work for more than forty change orders. AT&amp;T added that there were still concerns over after-hours LNP. AT&amp;T stated that it would take-back Qwest's performance numbers for evaluation. (<i>Tr. 4/16/01, pages 63-67</i>). AT&amp;T questions whether this process was viable in the long-term. (<i>Tr. 4/16/01, p 115-127</i>).</p> <p>Extent of issue - AT&amp;T is concerned that the new process, though mechanized to automate the new disconnect time (agreed upon in LNP-2), cannot guarantee that customers will not experience OOS in some scenarios, nor do they understand the mechanized process that Qwest proposes to implement. AT&amp;T contended that over 600 problems out of approximately 97,000 problems (numbers provided by Qwest) underscore the magnitude of</p>	Impasse



Issue ID# COIL # & SGAT	Description of Issue and Resolution	Status
	<p>this issue, and that Qwest's stipulations contradict Qwest exhibits filed in other proceedings. (<i>Tr. 4/16/01, page 133</i>).</p> <p>Evaluation of mechanization process viability - Qwest contends that the implementation of the process related to LNP-2 will effectively provide the mechanized response that CLECs are seeking. Qwest is to evaluate costs for a mechanized solution and provide performance data for pre and post implementation of the new disconnect process in LNP-2, which may obviate the need for an expensive mechanized solution. CCIMP is to address specific process flows and documentation on the forthcoming changes.</p>	
<p>11-2 (LNP-2) 10.2.5.3.1</p>	<p>Means of addressing the problem of the disconnects (absent an automated process) to ensure that switch translations are not removed prior to confirmation that CLEC has successfully installed its loop.</p> <p>CLECs want Qwest to ensure that switch translations will not be removed until CLEC has implemented change and provided verification of completion of work. Qwest contended only small fraction of disconnects require manual intervention. As such, CLEC should take initiative to advise Qwest of need to hold provisioning to accommodate CLEC manual order. Holding disconnects of the switch translations until 11:59 p.m. of the day after the due date has been identified by the parties as a means of providing the parties an additional day to work out any difficulties on particular orders. (<i>Tr. 4/16/01, page 21</i>). Consideration has been given to an "automatic trigger," linked to the LSR-specific due date, to modify that service order processing accordingly. Qwest stipulates that at present there were electronic capabilities in place to hold the switch translations, and that Qwest would need to manually intervene to change the translations in the switch. Qwest subsequently entered into discussions with Telcordia about whether changes to the LSR could be made to facilitate an automated process. (<i>Tr. 4/16/01 pages 127-142</i>). The parties declared that this issue was at impasse, pending discussions on the ability to incorporate automated trigger mechanisms to set triggers associated with specific switches (<i>Tr. 4/16/01, pages 142</i>). Qwest, pursuant to a Washington order, agreed to implement a mechanized system that will hold switched disconnects until 11:59 p.m. of the day after the due date. (<i>Tr. 5/22/01, pages 222-224</i>). SGAT § 10.2.5.3.1 modified to incorporate revised procedures acceptable to parties.</p>	<p>Closed</p>

## **APPENDIX B**

### **LIST OF COLORADO WORKSHOP IMPASSE ISSUES**

#### **Checklist Item No. 2**

##### **Access To Network Interface Devices**

###### **Workshop Issue ID No. 4-39 (NID-1a)**

Whether or not CLECs are entitled to stand-alone access to the NID when Qwest owns the inside wire. At issue is whether CLEC can order NID on an unbundled basis rather than on a sub-loop basis as the FCC refers to intrabuilding cable as a sub-loop element.

###### **Workshop Issue ID No. 4-40 (NID-2b)**

Whether or not Qwest should be required to allow CLECs to remove Qwest's connections from the protector when CLECs access the protector. At issue is CLEC use of Qwest's protector field during the course of displacing a Qwest loop, which would entail disconnecting Qwest's loop facility on the protector side and capping it off.

###### **Workshop Issue ID No. 4-45 (NID-7)**

Whether or not CLECs should be allowed to access MTE inside wire through Qwest's protector field without paying for the NID when no other access is available and when the CLEC has provided its own protector. At issue is exemption of CLECs from incurring charges on such occasions, however limited.

#### **Checklist Item No. 4**

##### **Local Loop Transmission, Including Line Splitting**

###### **Workshop Issue ID No. 4-1 (Loop-1)**

Means of converting from switch-provided service to UNE loop, when the facilities utilize IDLC technology and the CLEC requests a "Basic Installation" option. At issue is whether Qwest has implemented proper processes to address this situation. Qwest stipulates it will provision digital loops in a non-discriminatory manner using the same facilities assignment processes that Qwest uses for itself, to provide the requisite service. Qwest contends that, as the FCC has recognized, in some instances it is not technically feasible to unbundle IDLC. Qwest will, as a matter of course, seek alternative means of provisioning the unbundled loop prior to unbundling the IDLC. If practical, Qwest agrees to unbundle the IDLC when an alternative is not available.

###### **Workshop Issue ID No. 4-9a (Loop-9a)**

Whether or not Qwest should continue to provide high capacity (OCn) loop facilities solely on an individual case basis (ICB). At issue is CLECs contention that ICB requirements result in

delays that effectively renders the product unavailable for competitors to offer to customers and obfuscates possible discriminatory practices. Qwest contends that offering high capacity loops on an ICB basis is warranted, as foreseeable demand associated with high-capacity loops is limited; the FCC has approved using the concept of ICB in other jurisdictions; and Qwest is requiring ICB for retail customers. Qwest must commit to provide high capacity and fiber loops to CLECs, if such facilities are available, and Qwest has done so. Qwest believes that ICB is an appropriate process because the demand for such loops is non-existent.

**Workshop Issue ID No. 4-9c (Loop-9c)**

Whether or not Qwest has an obligation to construct high-capacity loops on demand for CLECs where there are no facilities available, as distinct from making existing high-capacity facilities available. At issue is CLECs contention that the wholesale rate structure encompasses construction of facilities and network augmentation. As such, Qwest is recovering rates, both on retail and wholesale basis, to allow network investments that upgrade the network. Qwest contends it does not have an obligation to build high-capacity loops on behalf of CLECs but only has to make existing network facilities available.

**Workshop Issue ID No. 4-10b (Loop-10b)**

Whether or not it is appropriate for Qwest to refund conditioning costs to CLEC if CLEC's customer is "lost" to Qwest within one year. At issue is AT&T's contention that if a customer is lost, the "losing" carrier is effectively financing conditioning for the "winning" carrier -- who should accordingly reimburse the losing carrier for a pro-rata share. Qwest and other CLECs do not concur, citing potential risks and inequities, and would not be willing to refund such conditioning costs. Smaller CLECs argue such a charge would place them at a competitive disadvantage and that this could, more appropriately, be addressed through use of a Termination Liability Assessment or billing arrangement.

**Workshop Issue ID No. 4-10c (Loop-10c)**

Whether or not Qwest should pay for deloading a loop for data use if the loop does not meet the requirements for voice grade service. At issue is Rhythms contention that data service carriers are being asked to pay for conditioning costs that might not otherwise be incurred. Qwest argues that it is conditioning the facility as required to specifically accommodate data services, and that loop deloading would be expressly for data applications and Qwest would not test the loop to determine whether it provides voice grade service when the CLEC orders a loop to provide DSL service.

**Workshop Issue ID No. 4-14a (Loop-14a)**

Whether or not Qwest's loop qualification tools are adequate as to quality of loop information provided and access to loop facilities databases. CLECs want ability to access the same information that Qwest has, including LFACS. Qwest contends that it has provided extensive information to CLECs within the framework of its array of loop planning and implementation tools, and is keeping relevant databases current. Qwest argues that the LFACS tool strictly supports the retail assignment process and that the FCC does not require anything more than providing CLECs with access to facility and assignment information on a par with what retail groups have access to.

**Workshop Issue ID No. 4-14b (Loop-14b)**

Whether or not Qwest must create the functionality for CLECs to perform a mechanized loop test (MLT) on a pre-order basis. CLECs contend that Qwest has the ability to perform pre-order MLT for their own customers, and the functionality for CLECs to perform pre-order MLT for their prospective customers being served on Qwest's facilities does not exist. As such, CLECs claim that direct access to MLT is required. Qwest contends it has incorporated MLT loop information into the appropriate databases that are accessible by the CLECs and is considering means of making MLT testing available to CLECs.

**Workshop Issue ID No. 4-24 (Loop-24)**

Whether or not final results of the xDSL Firm Order Confirmation (FOC) trial substantiate the adequacy of Qwest's performance. CLECs contend the process of issuing successive FOCs can precipitate a multiple jeopardy per LSR, undermines CLEC customer confidence, causes customer relations problems, and results in high incidences of service cancellations. Qwest states that it responds with an FOC once circuit design for a particular customer has commenced. But, if Qwest finds that the customer is on an IDLC and the circuit cannot be designed because an unbundled loop is not available, a second FOC is sent advising that the order is going to be held (at which time the corresponding disconnect order gets stopped). CLECs want clarification and establishment of expectations regarding Qwest standard operating procedures as to when CLECs can expect service to be delivered or UNE turned over, judging from results of the xDSL FOCs trial.

**Workshop Issue ID No. 4-28b (Loop-28b)**

Whether or not Qwest should be required to accept LSRs with minor address errors. At issue is the threshold of acceptance of LSR orders with minor address problems to expedite the service provisioning process. Qwest contends that address information is vital and that errors complicate its work effort. CLECs want a definitive measure of what constitutes an acceptable error threshold.

**Workshop Issue ID No. 4-31a (Loop-31a)**

Whether or not Qwest's has an appropriate process for handling "held orders" in conjunction with its Build Policy, as enumerated in the SGAT, and the absence of CLEC input. At issue are the means by which the held order backlog is cleared after 30 days, and the LSR rejection policy of canceling new orders when no facilities are available. Previously, Qwest would continue to hold orders even when facilities were exhausted or where facilities were available but were not compatible with the facilities requested. Under these circumstances, Qwest found it made no sense to hold the order in limbo, and the current policy was adopted. CLECs express concern that this process does not involve any CLEC input, and enables Qwest to make unilateral decisions, without corroborating the compatibility or availability of facilities associated with an affected CLEC order.

**Workshop Issue ID No. 4-31b (Loop-31b)**

Whether or not Qwest should be required to build facilities for use by CLECs where none are available, and, if so, an appropriate Qwest build policy. At issue is CLECs contention that the responsibilities of Qwest for CLEC requested builds, reflected in the applicable rules and citations, extend beyond the boundaries delineated by Qwest. Qwest's position is that the Act,

case law, and FCC decisions only require access to Qwest's existing network; and that Qwest is not required to build a new network for the purposes of unbundling. Qwest argues that facilities for CLEC use can be built through the special order process, by which the CLEC requesting the facilities bears the costs.

**Workshop Issue ID No. 4-33 (Loop-33)**

Whether or not Qwest has demonstrated sufficient policies and procedures to prevent anti-competitive behavior and respond to allegations of anti-competitive conduct by its employees. Issue as to CLEC allegation that Qwest engages in anti-competitive conduct. CLECs maintain that there are no guarantees that disciplinary actions will be taken if a Qwest employee were to violate Qwest's Code of Conduct and there is too much discretion on the part of direct supervisors or managers to take disciplinary actions when such action is warranted. Qwest contends it has done all that is practical to assure that anti-competitive behavior does not occur and has addressed the CLEC's concerns through extensive employee orientation programs.

**Workshop Issue ID No. 4-34 (Loop-34)**

Whether or not new standards that DLECs deem appropriate for spectrum management should be incorporated prior to their formal adoption by standards-setting organizations. At issue are: CLECs disclosure of services to be offered over loops for spectrum management purposes. Implementation of processes for remote deployment of DSL in advance of adopting formal technical standards.

Requirements to migrate T-1 facilities to new technology when some level of disturbances are encountered.

Concerns that intermediate devices placed outside loop plant are would not necessarily conform to certain technical standards.

**Workshop Issue ID No. 4-36 (Loop-36)**

Whether or not loop installation intervals in SGAT Exhibit C are appropriate. At issue are specific Qwest commitment intervals that CLECs argue can and should be shortened, which Qwest contends are in compliance with Colorado State guidelines and industry norms.

**Workshop Issue ID No. 4-37 (Loop-37)**

Whether or not idle inter-office facilities, being held in reserve for future use, should be re-designated as "available for assignment" as an unbundled loop when a CLEC makes a request for loops that are otherwise unavailable. At issue is Qwest's policy not to redesignate interoffice facilities for loops. Qwest contends that it is not practical to redesignate interoffice fiber for unbundled loops and they are not required to do so.

**Workshop Issue ID No. 4-50a (LSPLIT-1a)**

Whether or not Qwest should be required to provide access to its POTS splitters. Issue as to Qwest's ability to provide CLECs access to its POTS splitters, technical feasibility of accessing POTS splitters, and optimal configuration for access, subject to availability.

**Workshop Issue ID No. 4-50b (LSPLIT-1b)**

If Qwest is required to provide access to its POTS splitters, whether or not Qwest should be required to locate POTS splitters as close to the MDF as possible. Issue as to assurance that

CLEC's "build" request mandates deployment the in the most appropriate manner (subject to resolution of impasse on Issue ID No. 4-50a).

**Workshop Issue ID No. 4-51 (LSPLIT-2)**

Whether or not Qwest is under any obligation to combine its retail DSL services and UNEs when a CLEC provides the voice service over UNE-P. At issue is the consistency of Qwest's policy of not offering its retail DSL service in conjunction with CLEC-provided voice service over UNE-P, predicated on the FCC's Line Sharing Reconsideration Order.

**Workshop Issue ID No. 4-55 (LSPLIT-6)**

Whether or not Qwest should be required to revise the SGAT to change every reference to "line splitting" to a reference to "line splitting with UNE-P," and every reference to "loop splitting" to "line splitting using a UNE loop." At issue is the need for product differentiation between line splitting with UNE-P and with a UNE loop, which are both types of line splitting. This issue was combined and briefed under Issue LSPLIT-22.

**Workshop Issue ID No. 4-56 (LSPLIT-7)**

Whether or not Qwest's means of providing line splitting over EELs is appropriate. At issue is Qwest's intention of providing line splitting over EELs only through a special request process, subject to CLEC definition of needs and the potential demand. This issue was combined and briefed under Issue LSPLIT-22.

**Workshop Issue ID No. 4-57 (LSPLIT-8)**

Whether or not Qwest should be required to provide line splitting over all combinations that include a loop. At issue is Qwest's contention that CLECs have not identified any UNE combination that includes a loop, other than UNE-P POTS -- for which line splitting is being offered. Qwest contends that CLEC should provide definition of needs and assessment of potential demand for further consideration. This issue was combined and briefed under Issue LSPLIT-22.

**Workshop Issue ID No. 4-58 (LSPLIT-9)**

Whether or not Qwest should be required to provide line splitting over resold lines. At issue is Qwest contention that it is not obligated to provide line splitting over resold lines. Qwest also contends that CLEC should provide definition of needs and assessment of potential demand for further consideration. This issue was combined and briefed under Issue LSPLIT-22.

**Workshop Issue ID No. 4-61 (LSPLIT-12)**

Whether or not Qwest should be required to refer to "low frequency" and "high frequency" services as opposed to "voice services" and "data services." At issue is CLEC's contention that Qwest's sale of "UNE-P – POTS" may restrict CLEC's effective use of functionality by virtue of perceived data service limitations associated with "POTS" service and possible real constraints of services delivered over a specified loop frequency.

**Workshop Issue ID No. 4-69a (LSPLIT-20a)**

Whether or not revisions to the "service change" process are warranted as to authority to modify or add services to any specific UNE-P associated loop; to designate a "Lead CLEC" where more

than one CLEC is involved; and to modify the “hold-harmless” provision in SGAT 9.21.7.3. At issue are proposed modifications to hold-harmless provision that, Qwest contends, would potentially subject the firm to liability even though it properly complied with CLEC requests to provide access to authorized agents or when it was not necessarily at fault.

**Workshop Issue ID No. 4-71 (LSPLIT-22)**

Whether or not Qwest's obligations to provide line splitting should extend to all loop products, including those identified in Issues LSPLIT-6 through LSPLIT-9. At issue is Qwest’s policy of not offering line splitting over resold lines and contention that CLECs have not identified any UNE combination that includes a loop over which line splitting should be offered. CLECs contend Qwest has legal obligations to provide line splitting across all loop products.

## **Checklist Item No. 11**

### **Local Number Portability**

**Workshop Issue ID No. 11-1 (LNP-1)**

Whether or not Qwest should be required to provide a mechanized process for coordination of LNP in conjunction with CLEC-provided loop installation. At issue is the degree of emphasis as to options for coordination of LNP associated with CLEC-provided loops. Qwest offers not to disconnect until after confirmation of a successful port by holding the disconnect of the switch translation until 11:59 p.m. of the day after due date. CLECs want Qwest to place increased emphasis on process mechanization which Qwest contends is impractical.

## **APPENDIX C**

### **DOCKET NO. 97I-198T Commission Staff Report – Volume V**

#### **LIST OF INTERVENORS**

<b>Intervenor</b>	<b>Abbreviation</b>
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. Rhythms Links, Inc.	Rhythms
6. SunWest Communications, Inc.	SunWest
4. JATO Communications Corp.	JATO
5. ICG Telecom Group, Inc.	ICG
6. Level 3 Communications, Inc.	Level 3
8. McLeodUSA Telecommunications Services, Inc.	McLeodUSA
9. NEXTLINK Colorado, L.L.C.	NEXTLINK
10. NorthPoint Communications, Inc.	NorthPoint
12. Sprint Communications Company, L.P.	Sprint
13. Telecommunications Resellers Association	TRA



## APPENDIX D

### DOCKET NO. 97I-198T Commission Staff Report – Volume V

#### 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>	<i>(The Act)</i>
<i>In the Matter of SBC Communications Inc., Southwestern Bell Telephone Company and Southwestern Bell Communications Services, Inc., d/b/a Southwestern Bell Long Distance Pursuant to § 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>	<i>(SBC Texas Order)</i>
<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>	<i>(Bell Atlantic New York Order)</i>
<i>In the Matter of Application of Ameritech Michigan Pursuant to Section 271 of the Communications Act of 1934, as amended, to Provide In-Region, InterLATA Services in Michigan, Memorandum Opinion and Order, CC Docket No. 97-137, FCC 97-298 (rel. Aug. 19, 1997).</i>	<i>(Ameritech Michigan Order)</i>
<i>In the Matter of Application of BellSouth Corporation, BellSouth Telecommunications, Inc., and BellSouth Long distance, Inc., for Provision of In-Region, Inter-LATA Service in Louisiana, Memorandum Opinion and Order, CC Docket No. 98-121, 13 FCC Rcd 20599.</i>	<i>(Second BellSouth Louisiana Order)</i>
<i>In the Matter of Implementation of the Local Competition Provisions in the Telecommunications Act of 1996; Interconnection between Local Exchange Carriers and Commercial Mobile Radio Service Providers, First Report and Order, CC Docket No. 96-98, CC Docket No. 95-185, FCC 96-325, rel. Aug. 8, 1996).</i>	<i>(Local Competition First Report and Order)</i>
<i>In the Matter of the Implementation of the Local Competition Provisions of the Telecommunications Act of 1996, 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>	<i>(Local Competition Second Report and Order)</i>
<i>In the Matter of Implementation of the Local Competition Provisions in the Telecommunications Act of 1996; Interconnection between Local Exchange Carriers and Commercial Mobile Radio Service Providers, Order on Reconsideration, CC Docket No. 96-98, CC Docket No. 95-185, FCC 99-266, (rel. Oct. 26, 1999).</i>	<i>(Order on Reconsideration)</i>
<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>	<i>(UNE Remand Order)</i>
<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>	<i>(UNE Remand Order)</i>

**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)
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## APPENDIX E

### DOCKET NO. 97I-198T Commission Staff Report – Volume III

#### Exhibits Identified During CO Workshop 5 April 16-19, May 22-May 25, 2001

<b><u>Exhibit. Number.</u></b>	<b><u>Title</u></b>
<b>Exhibits Identified at April 16-19, 2001 Workshop</b>	
5-Qwest-1	Supplemental Affidavit and Exhibits of Margaret S. Bumgarner dated 2/13/01
5-Qwest-2	Rebuttal Affidavit and Exhibits of Margaret S. Bumgarner dated 4/2/01
5-Qwest-3	Utah LNP Trial Result
5-ATT-4	Revised AT&T Comments on Loops, Line Splitting, LNP, dated 3/10/01
5-ATT-5	Proposed SGAT § 10.2.2.4
5-ATT-6	Proposed SGAT § 10.2.2.4.1
5-ATT-7	Proposed SGAT § 10.2.2.4.2
5-ATT-8	Proposed SGAT § 10.2.5.3.1
5-ATT-9	BellSouth LNP Reference Guide
5-ATT-10	Three Pages of e-mail
5-ATT-11	AT&T Pittsburgh/Verizon – PA
5-ATT-12	Port Cancellation Requests (Salt Lake City)
5 WCOM-13	Pre-filed testimony of Lelani Hines with attachments
5-Qwest-14	Affidavit and Exhibits of Jean M. Liston, dated 2/12/01
5-Qwest-15	Rebuttal Affidavit and Exhibits of Jean M. Liston, dated 4/2/01
5-Qwest-16	4/6/01 Errata SGAT Lite
5-Covad-17	Initial Comments of Covad
5-Covad-18	Reply Comments of Covad
5-OCC-19	OCC Comments re: Unbundled Loops and LNP
5-Rhythms-20	Affidavit of Mary Jaquez on behalf of Rhythms Links
5-SunWest-21	SunWest Statement of Position, dated January 31, 2001
5-SunWest-22	Vincent Majkowski Bullet Point Comments, dated April 2, 2001
5-ATT-23	Document entitled “Unbundled Loop SGAT Workshop”
5-Qwest-24	Commitment re: Tech Pubs
5-Qwest-25	SGAT Language § 4.34
5-Qwest-26	SGAT Language § 9.2.1
5-Qwest-27	SGAT Language § 9.2.2.1
5-Qwest-28	Suggested Revision § 9.2.2.3.2
5-Qwest-29	SunWest Resale Customer Chart
5 ATT 30	Proposed Language for Refund of Conditioning Charges
5-Qwest-31	Proposed SGAT Spectrum Management Language § 9.2.6
5-ATT-32	AT&T Proposed Spectrum Management Revisions § 9.2.6
5-Rhythms-33	Drawing Entitled Spectral Compatibility Issues of Intermediate Devices
5-Qwest-34	Qwest Performance Results on Loops
<b>Exhibits Identified at May 22-25 Follow-Up Workshop</b>	
5-Qwest-35	NID Language § 9.5

<b><u>Exhibit. Number.</u></b>	<b><u>Title</u></b>
5-Qwest-36	SGAT Lite
5-Qwest-37	Supplemental Affidavit and Exhibits of Jean M. Liston, dated 5/9/01
5-Qwest-38	NID Language § 9.5
5-ATT-39	AT&T Practices
5-Qwest-40	SGAT Language § 9.5.2.1.5
5-Qwest-41	SGAT Language § 9.5.2.6
5-Qwest-42	SGAT Language § 9.5.4.2
5-Qwest-43	SGAT Language § 9.5.5.1
5-Qwest-44	Photograph of NID
5-Qwest-45	UNE-P Line Splitting Language § 9.21
5-Qwest-46	Loop Splitting § 9.24
5-Qwest-47	SGAT Language § 9.21.4.1.5
5 WCOM 48	Co-Provider Industry Change Management Process (CICMP)
5-Qwest-49	SGAT Language § 10.2.5.3.1
5-Qwest-50	SGAT Language § 10.2.5.4
5-Qwest-51	SGAT Language § 9.24.4.1.6
5-ATT-52	SGAT Language § 9.21.7.3
5-Qwest-53	CO Performance Results for March 2001
5-Qwest-54	Coordinated Installation Performance
5-Qwest-55	Revised Exhibit C to SGAT
5-Qwest-56	Print out from Wire Center Raw Loop Data Tool
5-Qwest-57	Position of other RBOC's with respect to build policies
5-Qwest-58	SGAT Language § 9.1.2.1.4
5-ATT-59	Proposed SGAT Language § 9.2.2.4.1
5-Qwest-60	Qwest OSS Evaluation Project Master Test Plan, "Loop Qual"
5-Qwest-61	LFACS Process Bulletin
5-Qwest-62	SGAT Language § 9.2.2.9
5-Qwest-63	SGAT Language § 9.2.4.1
5-Qwest-64	SGAT Language § 9.2.5
5-ATT-65	SGAT Language § 9.2.4.7
5-Qwest-66	Process Flow for Coordinated Cut with LNP
5-Qwest-67	11 Step Assignment Process
5-Qwest-68	Letter: Policy – CLEC customer complaints
5-Qwest-69	Spectrum Management Transcripts and Exhibits from Multi-State Workshop
5-Qwest-70	Unbundled Network Elements Intervals (BellSouth)
5-Qwest-71	Verizon's Loop Unbundling Intervals (DS1)
5 Covad 72	xDSL FOC Trial Data (Confidential)
5-Qwest-73	Revised LFACS Process Bulletin
5-Qwest-74	Memo: Policy – CLEC Customer Relations
5-Qwest-75	SGAT Language § 9.2.5.4
5-Qwest-76	SGAT Language § 9.2.5
5-Qwest-77	Qwest Position Statement on Build Requirements for Unbundled Loops
5-Qwest-78	CICMP Notification Form

**APPENDIX F**  
**DOCKET NO. 97I-198T**  
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**LIST OF ACRONYMS**

<b><u>Acronym</u></b>	<b><u>Meaning</u></b>
ADSL	Asymmetric Digital Subscriber Line
AIN	Advanced Intelligent Network
ASR	Access Service Request
ATM	Asynchronous Transfer Mode
BFR	Bona Fide Request
BOC	Bell Operating Company
CCSACS	Common Channel Signaling Access Capability Service
CICMP	Co-Provider Industry Change Management Process
CLEC	Competitive Local Exchange Carrier
CLLI	Common Language Location Indicator
COSMIC	Registered Trade Mark Distributon Frame
COT	Central Office Terminal
COT/NT	Central Office Technician/Network or Field Technician
DID	Direct Inward Dialing
DLC	Digital Loop Carrier
DLEC	Data Local Exchange Carrier
DLR	Design Layout Report
DSL	Digital Subscriber Line
DSLAM	Digital Subscriber Line Access Multiplexer
DTT	Direct Trunk Transport
EAS	Extended Area Service
EB-TA	Electronic Bonding - Trouble Administration

<b><u>Acronym</u></b>	<b><u>Meaning</u></b>
EDI	Electronic Data Interchange
EEL	Enhanced Extended Loop
EF	Entrance Facility
EUDIT	Extended Unbundled Dedicated Interoffice Transport
ETC	Eligible Telecommunications Carrier
FCC	Federal Communications Commission
FCP	Field Connection Point
FDI	Feeder Distribution Interface
FDP	Fiber Distribution Panel
FOC	Firm Order Confirmation
FOT	Fiber Optic Terminal
GUI	Graphical User Interface
HFPL	High Frequency Portion of the Loop
HUNE	High Frequency Spectrum Network Element
HVAC	Heating, Ventilation, and Air-conditioning
ICB	Individual Case Basis
ICDF	Interconnection Distribution Frame
IDF	Intermediate Distribution Frame
IDLC	Integrated Digital Loop Carrier
ILEC	Incumbent Local Exchange Carrier
IMA	Interconnection Mediated Access
INA	Integrated Network Access
INP	Interim Number Portability
IOF	Interoffice Facilities
IPG	Integrated Pair Gain
IRRG	Interconnection and Resale Resource Guide

<b><u>Acronym</u></b>	<b><u>Meaning</u></b>
ISDN	Integrated Services Digital Network
ISIG	Interconnection Service Interval Guide
ITP	Interconnection Tie Pairs
LATA	Local Access and Transport Area
LCA	Local Calling Area
LEC	Local Exchange Carrier
LERG	Local Exchange Routing Guide
LFACS	Loop Facilities Administration and Customer Service System
LFPL	Low Frequency Portion of the Loop
LIS	Local Interconnection Service
LNP	Local Number Portability
LOA	Letter of Authorization
LPC	Loop Provisioning Center
LRN	Location Routing Number
LSA	Line Side Attribute
LSR	Local Service Request
MELD	Mechanized Engineering and Layout for Distribution
MDF	Main Distribution Frame
MPOE	Minimum Point of Entry
MLT	Mechanized Loop Test
MSA	Metropolitan Statistical Area
MTE	Multiple Tenant Environment
MVL	Multiple Virtual Lines
NANC	North American Numbering Council
NANPA	North American Numbering Plan Administrator
NC/NCI	Network Channel/Network Channel Interface Codes

<b><u>Acronym</u></b>	<b><u>Meaning</u></b>
NEBS	Network Equipment Building System
NEC	National Electric Code
NENA	National Emergency Number Association
NESC	National Electric Safety Code
NID	Network Interface Device
NIRC	Network Interoperability and Reliability Council
NGDLC	Next Generation Digital Loop Carrier
NPAC	Number Portability Administration Center
NRC	Non-recurring Charges
OBF	Ordering and Billing Forum
OSS	Operations Support Systems
PAP	Performance Assurance Plan
PCAT	Product Catalog
PID	Performance Indicator Definitions
PLU	Percent Local Usage
POI	Point of Interconnection (or Interface)
POLR	Provider of Last Resort
POTS	Plain Old Telephone Service
PVC	Permanent Virtual Circuit
PVP	Permanent Virtual Path
QCCC	Quality Coordinated Control Center
QPF	Quote Preparation Fee
RADSL	Rate Adaptive Digital Subscriber Line
RBOC	Regional Bell Operating Company
ROC	Regional Oversight Committee
RSU	Remote Switching Unit



<b><u>Acronym</u></b>	<b><u>Meaning</u></b>
SGAT	Statement of Generally Available Terms and Conditions
SMS	System Management Systems
SOP	Service Order Processor
SPID	Service Provider Identification
SPOT	Single Point of Termination
STP	Signaling Transfer Points
TAG	Technical Advisory Group
TDM	Time Division Multiplex
TELRIC	Total Element Long Run Incremental Costs
TGSR	Trunk Groups Servicing Request
TIRKS	Trunk Inventory Record Keeping System
UDF	Unbundled Dark Fiber
UCCRE	Unbundled Customer Controlled Rearrangement Element
UDIT	Unbundled Dedicated Interoffice Transport
UDL	Unbundled Distribution Sub-Loop
UDLC	Universal Digital Loop Carrier
UFL	Unbundled Feeder Sub-Loop
UNE	Unbundled Network Element
UNE-C	Unbundled Network Element-Combination
UNE-P	Unbundled Network Element-Platform
xDSL	Digital Subscriber Line of Unspecified Bandwidth