

**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 I

**COMMISSION STAFF REPORT ON
QWEST'S COMPLIANCE WITH
NON-OPERATIONS SUPPORT SYSTEMS (OSS)**

CHECKLIST ITEMS:

- No. 3 – Poles, Ducts, Conduits, and Rights-of-Way**
- No. 7 – 911 and E911 Access; Directory Assistance/
Operator Services**
- No. 8 – White Page Directory Listings**
- No. 9 – Numbering Administration**
- No. 10 – Databases and Associated Signaling**
- No. 12 – Local Dialing Parity**
- No. 13 – Reciprocal Compensation**

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I. INTRODUCTION

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

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

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

3. Volume I in this series of Staff reports addresses Colorado Workshop 1, which dealt with § 271 checklist items 3 (poles, ducts, conduits, and rights-of-way), 7 (911 and E911 access; directory assistance/operator services), 8 (white page directory listings), 9 (numbering administration), 10 (databases and associated signaling), 12 (local dialing parity), and 13 (reciprocal compensation).
4. Subsequent volumes in the series of Staff reports will address Workshop 2, which dealt with § 271 checklist items 1 (interconnection and collocation) and 14 (resale); Workshop 3, which dealt with emerging issues and services; Workshop 4, which dealt with § 271 checklist items 2 (unbundled network elements), (unbundled local transport), and (unbundled local switching); Workshop 5, which dealt with § 271 checklist items 4 (unbundled local loops) and 11 (number portability); Workshop 6, which dealt with Statement of Generally Available Terms and Conditions (SGAT) general terms and conditions; and Workshop 7, which dealt with § 272 compliance, and public interest analysis. Subsequent volumes will also discuss in more detail the substance of the impasse issues that could not be resolved in the workshop collaborative process. The discussion will include the Commission's resolution of the impasse issues. The impasse issues were then to be addressed through the dispute resolution process agreed to by participants and ordered by the Commission in order to resolve the impasse.
5. The Colorado PUC is participating in the regional test of Qwest's Operations Support Systems (OSS) by the Regional Oversight Committee (ROC). Participants in the Colorado technical workshops have agreed that closure on selected workshop issues is contingent upon the outcome of Qwest's performance in the ROC OSS Test. Staff's final compliance assessment will be made when the ROC OSS Test is completed and the

determination of Qwest's current performance with respect to the Performance Indicator Definitions (PIDs) that have been, or subsequently may be, approved, adopted, and audited by the ROC, is documented and incorporated into this investigation. The Commission will also consider other evidence, including Colorado-specific commercial usage experience, that may be brought to its attention.

II. BACKGROUND

6. This section of the report provides a general background of the process the Colorado Commission established for its investigation of Qwest's compliance with § 271 of the Act.
7. On June 20, 1997, following passage of the Act and in anticipation of future § 271 applications, the Commission, by Decision No. C97-463, May 6, 1997, opened Docket No. 97I-198T. The purpose of this docket was to receive comments concerning Qwest's compliance with § 271(c) of the Act from Qwest and other interested parties. The Commission stated that it needed to obtain information in order for it to fulfill its consulting role with the FCC pursuant to § 271(d)(2)(B) at the point in time when Qwest applies to the FCC for authorization to provide in-region, interLATA telecommunications services. At that time, prior to the *Bell Atlantic New York Order*, Docket No. 97I-198T was envisioned to be in the nature of an adjudicated proceeding.
8. In order to obtain authorization from the FCC to provide in-region, interLATA services in Colorado, Qwest must show that: “(1) it satisfies the requirements of either section 271(c)(1)(A), known as ‘Track A’ or 271(c)(1)(B), known as ‘Track B’; (2) it has ‘fully implemented the competitive checklist’ or that the statements approved by the state under section 252 satisfy the competitive checklist contained in section 271(c)(2)(B); (3) the requested authorization will be carried out in accordance with the requirements of section 272; and (4) the Bell Operating Company’s (BOC’s) entry into in-region, interLATA market is ‘consistent with the public interest, convenience, and necessity.’ ” *SBC Texas Order* at ¶ 9.

9. On November 30, 1999, Qwest filed a Status Report and Notice of Intent to File with the FCC pursuant to § 271(c) of the Telecommunications Act of 1996 (Status Report) indicating that Qwest seeks in-region, interLATA entry in Colorado pursuant to § 271(c)(1)(A), or “Track A” of § 271. In the Status Report, Qwest requested that the Commission recommend to the FCC that it approve Qwest’s application under § 271 to provide in-region, interLATA services in Colorado. Subsequently, Qwest submitted a revised status report and notice, supplemented the supporting affidavits and exhibits, and filed a revised SGAT.
10. By Decision No. C99-1328 on December 7, 1999, the Commission issued a procedural order. In that decision the Commission recognized that this is not a traditional proceeding and that reasonable alternatives should be considered. Input should be solicited and accepted from interested entities and examples from other states should be considered. The Commission directed Qwest to provide wider notice to all Colorado competitive local exchange carriers (CLECs) and also to any entity with which Qwest has executed an interconnection agreement.
11. By Decision No. C00-420 on April 25, 2000, the Commission issued a second procedural order. In that decision, the Commission granted Qwest’s motion for alternative procedures and its motion to consider the SGAT terms and conditions in this docket (the SGAT price and costing issues are considered in Docket No. 99A-577T); directed the use of technical workshops to develop the factual record in this proceeding; approved the hiring of workshop facilitators; and directed the parties to hold a workshop to develop procedures and a dispute resolution process for this docket. The decision also referred

future matters associated with this docket to Chairman Raymond L. Gifford to act as an individual Hearing Commissioner.

12. Staff serves in an advisory capacity to the Commission in this docket. The complete list of parties who were granted intervention in this docket is included in Appendix C.
13. The procedural workshop took place on March 31, 2000, April 5, 2000, and May 9, 2000. Qwest, intervenors, and Staff (collectively, the participants) took part in the procedural workshop. The participants developed and accepted the procedures and the dispute resolution process to be used in this investigation. On June 2, 2000, a prehearing conference was held to finalize the procedures to be used in this docket.
14. By Decision No. R00-612-I on June 5, 2000, the Commission issued a third procedural order. In that decision, the Commission discussed the foundation of its authority to conduct this proceeding. Article XXV of the Colorado State Constitution gives the Commission the power to regulate public utilities. Courts have interpreted Article XXV to give the Commission broad authority to accomplish its legislative functions. *Mountain States Tel. & Tel. Co. v. PUC of Colorado*, 576 P. 2d 544, 547 (Colo. 1978); *see also City of Montrose v. PUC of Colorado*, 629 P. 2d 619, 622 (Colo. 1981). Colorado statutes authorize the Commission to “confer” with other agencies of the United States on matters arising in proceedings under Colorado public utilities law or the laws of the United States. § 40-2-115(1), Colorado Revised Statutes (C.R.S.). It is likewise the Commission’s duty to open the telecommunications markets of the state and to promote competition. §§ 40-15-101, 501-503, C.R.S. To the extent the § 271 process promotes opening the Colorado telecommunications market to competition, it is incumbent on the

Commission to participate. Under the Colorado Constitution and Colorado law, therefore, the Commission is authorized to investigate and to preside over Qwest's application to provide in-region, interLATA service in Colorado under § 271 of the Act.

15. The FCC encourages the state commission to play an active and involved part in the § 271 process. *Bell Atlantic New York Order* at ¶ 54. In addition, the FCC encourages state utilities commissions to establish a “collaborative” process in assessing a BOC application. *Id.* at ¶ 54. The FCC looks to this Commission to resolve disputes whenever possible and views both the Department of Justice (DOJ) and the state commission evaluations as serving the role of an “expert witness” in the application process. *Id.* at ¶ 51. The Commission will endeavor to give the FCC a collaboratively developed record that exhaustively and rigorously considers whether Qwest meets the requirements of § 271.
16. The role of this Commission is to develop the factual record for the FCC's review and to make a recommendation to the FCC. The FCC is not bound by the Commission's record, and the FCC may give this Commission's record and recommendation whatever consideration the FCC deems appropriate. *Bell Atlantic New York Order* at ¶ 20; *Ameritech Michigan Order* at ¶ 30. Nevertheless, a state commission's evaluation may be given substantial weight given its familiarity with the specific application. *Bell Atlantic New York Order* at ¶ 51. However, the FCC does not treat the state commission evaluation as absolutely controlling; it performs an independent analysis of the application. *Id.* at ¶ 56.

17. The Act does not specify the method by which the state commission is to develop its recommendation on the BOC's compliance with § 271. Given the breadth of the issues involved and the technical nature of the § 271 competitive checklist, the Commission determined that an investigation docket was most appropriate in this case. First, the Commission has statutory authority to conduct an investigation. Second, an investigation docket could serve both as a repository for information and as the vehicle to develop a factual record to serve as the basis for the recommendation to be made to the FCC. Third, an investigation docket is more flexible in terms of the procedure to be used to conduct the investigation.
18. The Commission considered several models as it strove to define the nature of this proceeding. For example, the Commission considered and rejected the "Adversarial Litigation" model and the "Special Master" model. The Commission agreed with the participants that this investigation proceeding would be hindered by a purely adversarial litigation model. The issues are technical and require full and direct discussion between technical experts. Use of the adversarial litigation model would inhibit such discussion and was therefore rejected. A Special Master is generally given judicial authority to conduct hearings, hear witnesses, and accept evidence. A Master's duty is to produce a report upon the matter for which the Master was designated. Analogizing the Commission's role in a § 271 proceeding to that of a Special Master has descriptive value. Masters are used to assist a court in specialized or difficult proceedings. A Master encompasses the roles of auditor, assessor, referee, and examiner, all of which are consistent with the FCC's desire that the state commission engage in a collaborative process in developing an evaluation. Finally, a Special Master's report is very similar to

the evaluation called for by the FCC. Both are given strong presumptions of validity, but still fall under independent review by higher authorities. All this said, the Special Master model has acquired the more formal protocols of an adversarial, adjudicatory model and does not easily fit within the informal, open, and collaborative process urged by the FCC, and was therefore also rejected by the Commission.

19. The Commission selected the rulemaking model for this investigation. Rulemaking is flexible and can accommodate a number of different procedures for information gathering and for informing the Commission. For example, in the past the Commission has used panels of experts to assist in rulemaking. This is similar, but not identical, to the technical workshops adopted in this docket. In addition, use of the rulemaking model allows the Commission direct access to its entire technical staff. Because of the highly technical nature of the § 271 checklist, such access is necessary for the Commission to make an informed evaluation.
20. The technical workshop/rulemaking approach is best suited to open and full participation in the investigation by all interested parties. The existence of such an open process at the state level was one of the factors relied upon by the FCC in its evaluation of the Bell Atlantic New York and SBC Texas applications.
21. Qwest has not filed an application pursuant to the *Rules of Practice and Procedure*, 4 CCR 723-1, or pursuant to any applicable telecommunications rule. As a result, the time limits found in § 40-6-109.5, C.R.S., do not apply to this docket. There is no time limit on this Commission's investigation, other than the desire of the Commission and participants to conduct this docket in a fair and expeditious manner.

III. EXECUTIVE SUMMARY

22. Colorado Workshop 1 is the first of a series of workshops that are part of the Commission's investigation into Qwest's compliance with § 271 of the Act in order for Qwest to obtain FCC authorization to provide in-region, interLATA services. Workshop 1 dealt with the non-OSS Checklist Item Nos. 3, 7, 8, 9, 10, 12, and 13.
23. During the workshop, issues that could not be resolved by consensus in the collaborative process were considered to be at impasse and are to be considered and resolved by the Commission in accordance with the dispute resolution process agreed to by the participants and adopted by the Commission in this docket. The impasse issues are characterized in this report. The briefs filed by participants fully describe their positions and will be considered by the Commission. Subsequent volumes in this series of Staff reports will discuss the impasse issues and reflect their resolution by the decisions of the Commission.

CHECKLIST ITEM NO. 3 - POLES, DUCTS, CONDUITS, AND RIGHTS-OF-WAY

24. Qwest asserts that it provides nondiscriminatory access to poles, ducts, conduits, and rights-of-way and that it has a legal obligation to do so within the terms of the SGAT and in existing Commission approved interconnection agreements. CLECs took exception to the SGAT provisions that require reciprocity of access by CLECs. This issue reached impasse. Issues that also reached impasse were: (1) CLECs claim that they are entitled to access to Qwest's rights-of-way agreements with private parties without the prior consent of the private party unless the agreement expressly precludes disclosure. Qwest disagrees. (2) Qwest asserts that CLECs should obtain owner consent to Qwest's

opportunity to cure defaults or breaches of underlying agreements by CLECs. AT&T does not agree. (3) WorldCom contends that Qwest's SGAT contains provisions that violate the FCC's requirement that response to access requests must be provided within 45 days.

25. Pending resolution of the impasse issues, and pending consideration of Colorado-specific or other commercial usage experience, Staff believes that Qwest otherwise satisfies the requirements for compliance with Checklist Item No. 3. This compliance assessment is not further disputed by parties.

CHECKLIST ITEM NO. 7 – 911/E911 ACCESS; DIRECTORY ASSISTANCE/ OPERATOR SERVICE

26. Qwest asserts that it provides nondiscriminatory access to 911/E911, and directory assistance and operator services. Further, it has a legal obligation to do so within the terms of the SGAT and in existing Commission approved interconnection agreements. There are specific performance measurements in the ROC OSS test relating to this checklist item.
27. Contingent upon Qwest's satisfactory performance in the ROC OSS Test, and consideration of Colorado-specific or other commercial usage experience, Staff believes that Qwest otherwise satisfies the requirements of Checklist Item No. 7. This compliance assessment is undisputed by parties.

CHECKLIST ITEM NO. 8 – WHITE PAGES DIRECTORY LISTINGS

28. Qwest asserts that it provides nondiscriminatory access by CLECs to white pages directory listings; that it provides nondiscriminatory and identical appearance and

integration of CLEC customer listings information; and that it provides CLEC customer listings with the same accuracy and reliability that it provides for its own retail customers. Further, it has a legal obligation to do so within the terms of the SGAT and existing Commission approved interconnection agreements. There are specific performance measurements in the ROC OSS Test relating to this checklist item.

29. Contingent upon Qwest's satisfactory performance in the ROC OSS Test, and consideration of Colorado specific or other commercial usage experience, staff believes that Qwest otherwise satisfies the requirements of Checklist Item No. 8. This compliance assessment is undisputed by parties.

CHECKLIST ITEM NO. 9 – NUMBERING ADMINISTRATION

30. Qwest asserts that it provided nondiscriminatory access to telephone numbers for assignment to competing carriers until the date by which telecommunications numbering administration guidelines, plan, or rules were established by the FCC. Since that time (September 1, 1998), Qwest has complied with all such applicable requirements. Two issues of concern raised in this workshop were deferred by the Commission to future workshops: (1) Qwest's local routing number policy is to be considered in the Checklist Item No. 1 (Interconnection and Collocation) workshop and (2) number reassignment and parting issues are to be considered in the Checklist Item No. 11 (Local Number Portability) workshop. There is a specific performance measurement in the ROC OSS Test relating to this checklist item.
31. Noting the deferral of two issues of concern to future workshops and contingent upon Qwest's satisfactory performance in the ROC OSS Test, and consideration of Colorado-

specific or other commercial usage experience, Staff believes that Qwest otherwise satisfies the requirements of Checklist Item No. 9. This compliance assessment is undisputed by parties.

CHECKLIST ITEM NO. 10 – DATABASES AND ASSOCIATED SIGNALING

32. Qwest asserts that it provides nondiscriminatory access to databases and associated signaling necessary for call routing and completion. Further, it has a legal obligation to do so within the terms of the SGAT and existing Commission approved interconnection agreements. There are specific performance measurements in the ROC OSS Test relating to this checklist item.
33. WorldCom took issue with the access Qwest provides to its InterNetwork Calling Name (ICNAM) database, and whether that access complies with the FCC's *UNE Remand Order*. Qwest provides access to ICNAM on a "per dip" query basis. WorldCom demands access to the entire database. Each asserts that its position is correct. This issue reached impasse.
34. Pending resolution of the impasse issue and contingent upon Qwest's satisfactory performance in the ROC OSS Test, and consideration of Colorado-specific or other commercial usage experience, Staff believes that Qwest otherwise satisfies the requirements of Checklist Item No. 10. This compliance assessment is not further disputed by parties.

CHECKLIST ITEM NO. 12 – LOCAL DIALING PARITY

35. Qwest asserts that it has specific legal obligations in the SGAT and existing Commission approved interconnection agreements to make local dialing parity available. There are no differences in the number of digits that Qwest or CLEC customers must dial to complete any given local call.
36. Staff believes that Qwest satisfies the requirements of Checklist Item No. 12. This compliance assessment is undisputed by parties. This assessment will be reviewed as necessary based on Colorado-specific or other commercial usage experience.

CHECKLIST ITEM NO. 13 – RECIPROCAL COMPENSATION

37. Qwest asserts that it is legally obligated to engage in reciprocal compensation arrangements in accordance with the requirements of § 252(d)(2) of the Act through the provisions of the SGAT and existing Commission approved interconnection agreements. Qwest is paying reciprocal compensation, and Qwest further asserts that the reciprocal compensation arrangements are symmetrical.
38. The Commission ordered that the issue of reciprocal compensation for Internet-bound traffic would not be part of the Workshop 1 investigation into Qwest's compliance with Checklist Item No. 13 and was deferred to a later workshop, to be determined.
39. There were five issues that reached impasse: (1) the dispute concerning "commingling" of traffic and "ratcheting" of rates where CLECs have both local and toll service on the same trunks and a determination of the applicability of reciprocal compensation and access tariff payments; (2) the dispute surrounding the manner in which Qwest proposes

to allow for a single point of interconnection in each LATA and the proposed pricing provisions associated with Qwest's inter-local calling area service; (3) the dispute relating to the "host and remote" switch configuration used by Qwest and the proper application of transport charges in the arrangement; (4) the dispute concerning whether a CLEC switch must serve "the same or comparable" geographic area as a Qwest tandem switch in order to receive tandem switching reciprocal compensation treatment; and (5) the dispute surrounding the manner in which Qwest proposes to determine cost sharing arrangements for entrance facilities, direct trunk transport, EICT and multiplexing and the payment by CLECs of non-recurring charges for trunk installation.

40. Pending resolution of the impasse issues, recognizing the deferral of the issue of reciprocal compensation for Internet-bound traffic from consideration in this workshop, and pending consideration of Colorado-specific or other commercial usage experience, Staff believes that Qwest otherwise satisfies the requirements of Checklist Item No. 13. This compliance assessment is not further disputed by the parties.

IV. FINDINGS

41. This section of the report is arranged by § 271 checklist item sequence for the non-OSS related checklist items (numbers 3, 7, 8, 9, 10, 12, and 13), each of which is addressed individually in this report. These non-OSS checklist items were the subject of Workshop 1. OSS-related checklist items will be addressed in subsequent workshops and in separate volumes in this series of reports as they are considered, discussed in subsequent workshops, and concluded.

42. The general format for the checklist item discussion will include 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 reflects Qwest's rebuttal testimony. The discussion then includes the principal workshop discussions and resolution of issues in Workshop 1 in which these checklist items were debated. The discussion concludes with Staff's statement of compliance assessment. Appendix A contains a brief synopsis of the issues discussed in the workshop. Those issues that could not be resolved during the collaborative workshop process were considered to be at impasse. The Commission will consider the impasse issues in accordance with the dispute resolution process agreed to by participants and adopted by the Commission in the docket. Appendix B contains a brief description of the impasse issues in this workshop. Subsequent volumes in the series of staff reports will summarize the various positions of the parties and will memorialize the Commission's resolution of each of the impasse issues.

A. CHECKLIST ITEM NO. 3 – POLES, DUCTS, CONDUITS, AND RIGHTS-OF-WAY

1. FCC Requirements

43. Section 271(c)(2)(B)(iii) of the Act requires Bell Operating Companies (BOCs) to provide or offer to provide “[n]ondiscriminatory access to the poles, ducts, conduits, and rights-of-way owned or controlled by the [BOC] at just and reasonable rates in accordance with the requirements of Section 224.” The FCC interprets § 251(b)(4) to require “nondiscriminatory access to LEC poles, ducts, conduits, and rights-of-way for competing providers of telecommunications services in accordance with the requirements of § 224.” *SBC Texas Order*, ¶ 243. In addition, the FCC further interpreted the revised requirements of § 224 governing rates, terms, and conditions for telecommunications carriers’ attachments to utility poles in the *Pole Attachment Telecommunications Rate Order*.
44. Section 224 of the Act contains two separate provisions governing the maximum rates that a utility may charge for pole attachments. Section 224(b)(1) states that the FCC shall regulate the rates, terms, and conditions governing pole attachments to ensure that they are “just and reasonable.” Further, § 224(c)(1) states that “[n]othing in [section 224] shall be construed to apply to, or to give the Commission jurisdiction with respect to the rates, terms, and conditions, or access to poles, ducts, conduits, and rights-of-way as provided in [section 224(f)], for pole attachments in any case where such matters are regulated by a State.” *SBC Texas Order*, ¶ 244.
45. Colorado is not one of the states that have certified to the FCC that it regulates the rates, terms, and conditions for pole attachments. However, in 4 CCR-723-39-5.3, the

Commission has asserted jurisdiction over the terms and conditions by which access is provided and has reserved the future ability to address issues which may arise, including compensation.

46. In determining whether a BOC provides nondiscriminatory access in accordance with the requirements of § 224, the FCC should consider whether the BOC complies with the regulations established by the FCC in the *Local Competition First Report and Order*, which specifies that the reasonableness of particular conditions of access imposed by a utility should be resolved on a case-specific basis. *Id.* at ¶ 1143.
47. The FCC also adopted five specific rules regarding the circumstances under which utilities, including LECs, may be permitted to impose conditions on access to their poles, ducts, conduits, and rights-of-way. These rules address the continued reliance on widely accepted codes for standards with respect to capacity, safety, reliability, and general engineering principles; federal requirements which apply to utilities to the extent such requirements affect requests for access pursuant to § 224(f); state and local requirements affecting pole attachments; uniformity of application of rates, terms, and conditions of access; and equitable treatment of other parties with respect to the provision of telecommunications or video programming services. *Id.* at ¶¶ 1151-1158.
48. After February 8, 2001, the rate for pole attachments used to provide telecommunications service is deemed to be “just and reasonable” if the rate for such attachments complies with the FCC’s regulations implementing the requirements of § 224(e). *Pole Attachment Telecommunications Rate Order* ¶¶ 20-21, 125.

2. Qwest's Position

49. On November 30, 1999, Qwest witness Michael J. Weidenbach filed an affidavit concerning Qwest's compliance with Checklist Item No. 3. This testimony was subsequently adopted by Qwest witness Thomas R. Freeberg in his rebuttal affidavit filed May 22, 2000. *Exhibit 1-USWC-H*.
50. By way of background, this witness described poles as those facilities used to support cable, equipment, facilities, apparatuses, or appurtenances that are used or useful in providing telecommunications service "attachments." He stated that Qwest provides attachments to poles that are owned in full or in part by Qwest. "Ducts" or "conduits" are enclosed reinforced passages capable of housing communications cables. He stated that some ducts or conduits controlled by Qwest may be located within buildings owned by third parties. Access to such ducts or conduits is made available to other carriers, to the extent permissible, under existing rights-of-way agreements and easements. Qwest permits an attaching party to interconnect its ducts in the manholes of Qwest. *Id.* at page 69.
51. All of Qwest's poles, cables, conduits, and ducts are located in either public rights-of-way, such as streets, alleys, bridges, or dedicated utility easements, or on property owned by private or public entities. Qwest's authority to have its poles and conduit systems on public rights-of-way is subject to state and local ordinances and laws, zoning regulations, or other permissions or authorities granted by government entities. On private or public property (other than public rights-of-way), Qwest obtains an easement or license from the owner to place and maintain its poles and conduit systems. Qwest shares the use of

poles, conduit systems, and easements with electric utilities under the terms of joint use or joint ownership agreements. In some instances, Qwest may have poles, ducts, or conduits on private property without any right (or an incomplete right) to grant access to third parties. *Id.* at pages 69, 70.

52. The FCC's *Local Competition First Report and Order* adopted general rules and guidelines designed to give parties flexibility to reach agreements on access to poles, ducts, conduits, and rights-of-way without the need for regulatory intervention. It also provides for a dispute resolution mechanism when negotiations fail and establishes requirements concerning modifications to pole attachments and the allocation of the cost of such modifications. *Id.* at ¶ 1122. The FCC determined that "the reasonableness of particular conditions of access imposed by a utility should be resolved on a case-specific basis." *Id.* at ¶ 1143. Since a large number of variables prevented it from creating a comprehensive set of rules, the FCC adopted several general rules, supplemented by guidelines and presumptions that are intended to facilitate the negotiation and mutual performance of fair, pro-competitive access arrangements. *Exhibit 1-USWC-H*, pages 71, 72.

53. The FCC's *Order On Reconsideration* clarifies the FCC's requirements and specifies that Qwest must take all reasonable steps to accommodate access: Qwest may require that individuals who perform attachments and related activities meet utility standards for the performance of such work, but may not dictate the identity of the workers; Qwest must provide a written notification to parties holding attachments on facilities to be modified at least 60 days prior to the commencement of physical modifications; Qwest is not obligated to use any later-earned revenues from excess capacity initiated by third-party

attachers to compensate the parties who paid for the modification; Qwest must respond to written request for access within 45 days or confirm a denial in writing by the 45th day.

Exhibit 1-USWC-H, pages 73, 74.

54. The witness stated that Qwest must establish a *prima facie* case of nondiscriminatory access to poles, ducts, conduits, and rights-of-way. The FCC in its *Second BellSouth Louisiana Order* specified four requirements for a *prima facie* case: (1) evaluating facility requests pursuant to § 224 of the Act and the local competition orders; (2) granting competitors nondiscriminatory access to information on facilities availability; (3) permitting competitors to use non-[BOC] workers; and (4) complying with state and federal rates. *Id.* at ¶ 174.
55. The Qwest witness stated that the FCC outlines three specific elements for the evaluation of facility requests: (1) Qwest must not discriminate in favor of themselves; (2) Qwest must take reasonable steps to accommodate access; and (3) denials must be in writing within 45 days and must specify the reasons access was denied. The witness stated that Qwest satisfies these requirements, specifically in §§ 10.8.2, 10.8.2.10, and 10.8.4.5 of the proposed SGAT. *Exhibit 1-USWC-H*, page 75.
56. Qwest follows three steps when evaluating a CLEC request for access to poles, ducts, conduits, and rights-of-way. They include record verification, field verification, and written response, including an estimated cost quote for any required modifications/make-ready work. *Id.* at page 75.
57. Record Verification. On a first come, first served basis, Qwest gathers all available records applicable to the CLEC request. For example, Qwest may research records to

determine (1) if the requested route exists, (2) the recorded distances, (3) structure ownership, and (4) the number of manholes/poles along the route. Upon completion of record verification, Qwest prepares a quote for the field verification work and submits it to the CLEC. Record verification work and quote for field verification are completed within 10 business days. *Id.* at page 76.

58. Field Verification. Upon request and payment of estimated field verification costs, Qwest will perform field verification of space along the requested route. Field verification for duct access requests includes the identification of all conduits and ducts that enter each wall of each manhole. The field verification also allows for the identification of any make-ready work. Field verification for pole attachments includes the physical inspection of all poles along the requested route for available space to attach and the identification of clearance requirements and any required modifications necessary to add additional attachments. This work is completed within 35 days. *Id.* at pages 76, 77.

59. Written Response and Cost Quote. Upon completion of the field verification, Qwest provides a response to the CLEC concerning duct/pole availability and an estimated cost quote for any required modifications/make-ready work. Upon acceptance of the quote, Qwest and the CLEC will enter into an appropriate contract. The combined 45-day timeline for evaluating facilities requests complies with the FCC's requirements. *Id.* at page 77.

60. The process for evaluating a CLEC request for access to poles, ducts, conduits, and rights-of-way described herein is included in SGAT § 10.8.4. These provisions

demonstrate Qwest's legal obligation to provide access to poles, ducts, conduits, and rights-of-way. *Id.* at page 77.

61. Nondiscriminatory Access to Information. Qwest is committed to provide access to information within a reasonable time through the *bona fide* request (BFR) process or various interconnection agreements in Colorado. This process is substantially the same as the process approved by the FCC in the *Second BellSouth Louisiana Order*. *Id.* at page 78.
62. Choice of Workforce. The FCC also requires Qwest to allow CLECs to use workers of their choice to perform make-ready or other work necessary for the attaching of their facilities so long as those workers have the same qualifications and training as Qwest's own workers. *Second BellSouth Louisiana Order* at ¶ 181. SGAT § 10.8.2.17 states: "CLEC may use individual workers of its choice to perform any work necessary for the attaching of its facilities so long as such workers have the same qualifications and training as Qwest's workers. CLEC may use any contractor approved by Qwest to perform make-ready work." *Exhibit I-USWC-H*, at 78.
63. Rates. Checklist Item No. 3 requires rates to be consistent with § 224 of the Act and with state commission rates, and that the rates be uniformly applied. Qwest's witness stated that Qwest satisfies this requirement by its rates in § 10.8.3 of the SGAT, which are expressly consistent with § 224, FCC Colorado Commission rules. *Id.* at page 79.
64. Qwest has developed detailed processes to support the ordering of access to poles, ducts, conduits, and rights-of-way for CLECs. Exhibit MJW-10 contains the end-to-end process flows, specifically defining the access to poles, ducts, conduits, and rights-of-way

procedure; and Exhibit MJW-11 contains the task list associated with the process flows.
Id. at page 79.

65. Qwest's witness stated that during the 1997 through 1999 time period, six CLECs placed six requests for access to poles and five CLECs placed six requests for access to ducts within Colorado. Five CLEC requests resulted in access to Qwest poles; one request for access to poles was declined by the CLEC after Qwest completed the records verification and the field survey procedures. Four CLEC requests resulted in access to Qwest ducts; one request for access to ducts was declined by the CLEC after Qwest completed the record verification and the field survey procedures. One request was in progress at the time of the affidavit. To the best of the witness's knowledge, no CLEC had requested access to rights-of-way at the time of the affidavit. *Id.* at pages 79, 80.
66. Qwest's witness stated that Qwest satisfies the requirements of Checklist Item No. 3 and has a concrete and specific legal obligation to provide access as referenced in the Qwest SGAT and the various interconnection agreements between Qwest and CLECs and approved by the Commission in Colorado. He further stated that Qwest had presented *prima facie* evidence that the procedures it has in place for providing access to poles, conduits, ducts, and rights-of-way ensure that the requirements of the Act and the FCC rules are and will be satisfied, now and in the reasonably foreseeable future, for competitors entering the Colorado telecommunications market. Moreover, Qwest's processes, procedures, and capabilities for the provision of access to poles, conduits, ducts, and rights-of-way ensure that an efficient competitor is afforded a reasonable opportunity to compete. He concluded by stating that based on this evidence the Colorado Commission should find that Qwest has satisfied the requirements of Checklist

Item No. 3 of § 271(c)(2)(B)(iii) of the Telecommunications Act of 1996. *Id.* at pages 80, 81.

3. Competitors' Positions

67. AT&T and WorldCom both filed comments concerning Checklist Item No. 3 on May 8, 2000. These were the only comments filed prior to the June 6, 2000, start of Workshop 1.
68. In its initial comments (*Exhibit 1-ATT-J*), AT&T claimed that one provision in Qwest's Colorado SGAT is clearly inappropriate, in that it attempts to impose upon CLECs a reciprocal obligation to provide access to poles, ducts, conduits, and rights-of-way. Specifically, AT&T referred to § 10.8.1.4 of the Colorado SGAT which specifies that: "[t]he rights, benefits and obligations in this Section 10.8 are reciprocal." AT&T further stated that the Act and FCC orders obligate Qwest to provide access to poles, ducts, conduits, and rights-of-way; however, they do not obligate the CLECs to do the same. To the contrary, AT&T stated that § 224 "expressly excludes incumbent LECs such as Qwest, from the class of persons entitled to such access." Accordingly, AT&T stated that § 10.8.1 of the SGAT must be revised to remove all requirements for reciprocal access. *Id.* at page 8.
69. AT&T further identified 11 issues which had been raised by AT&T in another state. For eight of these issues, AT&T stated that Qwest had corrected its concerns by making revisions to various sections of the SGAT for Colorado. These issues included: (1) AT&T's concern that the SGAT did not provide assurances to CLECs that Qwest would provide access to poles, ducts, conduits, and rights-of-way "owned or controlled by"

Qwest, as required by the Act (§ 10.8.2.1 revised); (2) the SGAT failed to acknowledge that Qwest may only deny a request for access for reasons of safety, reliability, and generally applicable engineering purposes, provided these principles are applied in a non-discriminatory manner (§ 10.8.2.6 revised); (3) Qwest may not reserve space for the provision of telecommunications or video service to the detriment of a new entrant, although it may reserve space for its core utility service (§ 10.8.2.6 revised); (4) Qwest did not make an affirmative statement as to what poles, ducts, conduits, and rights-of-way will be made available or where those will be made available, including those on public property, private property, or property that is owned or controlled by Qwest (§ 10.8.1.3 revised); (5) the SGAT specifically prohibited CLECs from making splices in the central office manhole, while acknowledging Qwest's right to do so (§ 10.8.2.9 revised); (6) the previous SGAT required CLECs to give up the use of poles, ducts, conduits, and rights-of-way abandoned by Qwest or to buy the poles/interduct from Qwest (§ 10.8.2.19 revised); (7) numerous requirements associated with the cost of replacement or modification that had been addressed by the FCC were not fully reflected in the SGAT (§ 10.8.2.10 revised); and (8) concerns regarding the issue of ownership of interduct that is placed by a CLEC in an empty Qwest duct (§ 10.8.1.2 revised). AT&T stated that all of the foregoing concerns had been resolved by Qwest's modification of various sections of the SGAT for Colorado. *Id.* at pages 9-14. AT&T stated that there were two additional issues raised in another state, which had been resolved by corrections to the SGAT in that state and for which AT&T requested Qwest to confirm that the same resolution applies in Colorado.

70. The first of these two issues encompassed several sections of the SGAT and addressed specifically: (1) Qwest's granting of access rights to rooftop space on Qwest buildings; (2) an obligation to provide relevant plats, maps, engineering reports, and other data from multiple locations within a given time frame; (3) ambiguity concerning Qwest's obligations to construct, install, modify, or place poles/interduct as required by the Pole Attachment Act of 1934 or as otherwise "expressly" provided in the SGAT; (4) Qwest's obligation to provide, upon the request of a CLEC, any and all documents relevant to Qwest's rights and obligations concerning a right-of-way or poles/interduct; (5) recovery of costs of any inspection conducted by Qwest in which a violation, hazard, or other breach of the SGAT is detected; and (6) the ambiguous use by Qwest of terms to its own benefit, such as the term "for cause" for which there is no definition. *Id.* at pages 11-13.
71. The second of these issues relates to SGAT § 10.8.2.20 and the application of government and industry standards which are incorporated in the SGAT by reference. The SGAT statement that "[w]here a difference in specification exists, the more stringent shall apply," is viewed by AT&T as unreasonably restrictive, with AT&T recommending that the less stringent specification should apply. AT&T found fault with this paragraph since the paragraph does not explain the procedures referenced, does not incorporate such procedures into the SGAT by reference, and does not make clear whether these procedures supplement or supersede the standards mentioned previously. Therefore, AT&T contends there is no way to evaluate the terms and conditions set forth in these procedures. *Id.* at pages 13-14.

72. AT&T, with COX, raised issues regarding Qwest's provisioning of access to multiple dwelling units (MDUs)³, expressing concerns regarding exclusive arrangements with MDU and campus business owners/operators that work to exclude CLECs from accessing rights-of-way of the MDUs and campus businesses. AT&T stated that this prevents CLECs from providing competitive service to residential and business customers located within such complexes. AT&T stated that, as happened in the other states, AT&T would agree to defer this issue in Colorado to the workshops on Checklist Items Nos. 2 (Unbundled Network Elements) and 4 (Loops and Subloops). *Id.* at page 11.
73. In summary, AT&T stated that, based on the incorporation of revised language in the Colorado SGAT and assuming the deferral of the MDU issues, the only unresolved issues on Checklist Item No. 3 relate to Qwest's imposition of reciprocal access obligations on CLECs and the concerns regarding SGAT § 10.8.2.20 relative to the definition and use of maintenance standards and procedures. *Id.* at page 15.
74. WorldCom's initial comments (*Exhibit 1-WCom-K*) regarding Checklist Item No. 3 focused on three issues. The first issue is that of reciprocity of access to poles, ducts, conduits, and rights-of-ways which is required by SGAT § 10.8.1.4. WorldCom commented that this is not a correct statement of the law in that, while § 251(b)(4) of the Act requires all local exchange carriers to afford access to poles, ducts, conduits, and rights-of-way to competing carriers on rates, terms and conditions that are consistent with § 224 of the Act, it does not require reciprocity. WorldCom went on to state that the FCC

³ This report refers to Multiple Dwelling Unit (MDU) throughout the text. We recognize that the FCC has recently changed the reference to Multiple Tenant Environment (MTE), but the meaning is the same.

does not require reciprocity as described in SGAT § 10.8.1.4. WorldCom referenced the Arizona SGAT, which it stated serves as the model for the Colorado SGAT. However, WorldCom stated that in Arizona the reciprocity requirement was adopted by the Arizona Corporation Commission in arbitration decisions issued in 1996; therefore, since that requirement was not imposed by the Colorado Commission, inclusion of a reciprocity requirement is improper here. *Id.* at pages 1, 2.

75. WorldCom expressed concern regarding SGAT § 10.8.2, which references a document entitled “Qwest Pole and Attachment and/or Interduct Occupancy General Terms and Conditions,” which is attached to the SGAT as Exhibit D. WorldCom’s concern focused on the issue that the version of Exhibit D filed with the Second Revised Colorado SGAT on April 6, 2000, is inconsistent with the SGAT itself. Accordingly, WorldCom stated that Exhibit D as now attached to the SGAT must be revised. However, WorldCom expressed the opinion that many, if not all, of its concerns may be resolved prior to the first workshop on this checklist item. *Id.* at page 2.
76. Finally, WorldCom stated that access to poles, ducts, conduits and rights-of-way, insofar as that relates to access to subloops, should be considered in the workshops on Checklist Items Nos. 2 and 4. *Id.* at page 2.

4. Qwest’s Response

77. On May 22, 2000, Qwest witness Thomas R. Freeberg filed a rebuttal affidavit. *Exhibit I-USWC-H*. In this affidavit he stated that Qwest currently leases space to other carriers on 42,684 poles and in 257,868 feet of duct in Colorado. He further stated that from May

1996 through January 2000, eight CLECs had gained access to over 17,520 MDUs in Colorado. *Id.* at page 2.

78. He stated that Qwest expects that it will formalize acceptance of WorldCom's amendments of Exhibit D of the SGAT (which provides terms and conditions for access to poles, ducts, conduits, and rights-of-way) either before or during the workshop on this checklist item. Thus, with that acceptance, reciprocity of access would be WorldCom's single concern with Qwest's satisfaction of Checklist Item No. 3. *Id.* at page 2. He further acknowledged his understanding that AT&T agrees with WorldCom's perspective on reciprocity of access and that Rhythms, JATO, and Level 3 also concur with WorldCom. Beyond reciprocity, Qwest's witness stated that AT&T raised several new issues regarding the SGAT which, along with reciprocity, he would address. *Id.* at page 2.
79. With respect to reciprocity, Qwest's witness stated that Qwest should enjoy the same rights to access a CLEC's poles, ducts, conduits, and rights-of-way, under the same terms and conditions as the CLEC enjoys access to Qwest's facilities. Neither the Colorado Commission nor the United States District Court for Colorado has issued precedents in this case, and the four federal courts that have addressed the issue are split. Two states (Oregon and Arizona) have required reciprocity, and two states (Washington and Minnesota) have refused to require it. Thus, the issue is an open one for this Commission. *Id.* at page 3.
80. Qwest's witness stated that reciprocity is logical and intended to minimize costs to the customer. It is consistent with the intent of Congress in that § 251(b) imposes on both

incumbent LECs and CLECs “[t]he duty to afford access to the poles, ducts, conduits, and rights-of-way of such carrier to competing providers of telecommunications services on rates, terms, and conditions that are consistent with Section 224.” *Id.* at pages 3, 4. By including the duty to provide access in § 251(b) instead of § 251(c), Congress clearly intended reciprocal access to apply to both ILECs and CLECs. Qwest’s witness stated that legislative history confirmed this by stating that the “duties imposed by Section 251(b) apply to all local exchange carriers, including ‘new entrants’ into the local exchange market.”⁴ Finally, reciprocal access is equitable in that it places equal demands on both parties who then become more reasonable in their demands and expectations when they understand that they must each reciprocate. *Id.* at page 4.

81. Qwest’s witness observed that AT&T raised specific new concerns with respect to Colorado SGAT language contained in §§ 10.8.2.4, 10.8.2.5, 10.8.2.8, 10.8.2.14, 10.8.2.18, and 10.8.2.20. The witness pointed out that, when this checklist item and these sections were inspected in another state’s workshops, AT&T raised myriad issues but did not raise any of those it raises here in Colorado. Moreover, he stated that AT&T cites no legal basis for its concerns; thus, they do not merit SGAT changes. *Id.* at pages 4, 5.
82. Qwest agrees with the comments of AT&T and WorldCom that the issues regarding access to poles, ducts, conduits, or rights-of-ways near or entering an MDU should be deferred to the workshop on subloops. *Id.* at page 5.

⁴ See HR. conf. Rep. No. 458, 104th Congress, Section Session, Page 121, reprinted in 1996 US Code Cong. & Admin. News 124, 132-33.

5. Principal Workshop Discussions and Resolution

83. In *Decision No. R00-612-I*, June 5, 2000, the Commission ordered that all aspects of how CLECs gain access to the facilities that serve MDUs will be addressed in the workshop concerning subloop unbundling. *Id.* at page 35.
84. Workshop 1, which included a discussion of Checklist Item No. 3, commenced on June 6, 2000. The first session of this workshop continued through June 8, 2000. A follow-up workshop was held on these issues, June 29-30, 2000; a few issues were held over until the workshop held August 1-3, 2000; and one issue was held over for further discussion during the September 19, 2000, workshop. Qwest's principal witness Thomas R. Freeberg stated that he had filed rebuttal testimony on May 22, 2000 (*Exhibit 1-USWC-H*), and that he was adopting the original testimony of Michael J. Weidenbach, of Qwest, filed on November 30, 1999. (*Exhibit 1-USWC-G.*)
85. In the SGAT, poles, ducts, conduits and rights-of-way matters are discussed in § 10.8, with reference to Exhibit D of the SGAT which is the Qwest right-of-way, pole attachment and/or innerduct occupancy agreement. Prices, which originally had been located in Exhibit D, have been removed and are now located in Exhibit A to the SGAT.
86. By way of background, Qwest's witness stated that Qwest currently provided space to other carriers on about 42,000 plus poles and in over 250,000 feet of underground conduit or duct. Qwest's legal obligation calls for pro-competitive access. Qwest's documented process for filling requests has three steps: record review, to be completed in 10 business days; field verification, to be completed in 35 days; and make-ready work.

87. The remainder of this portion of the report will summarize the workshop discussions and resolutions in Workshop Issue Identification Number sequence for ease of readability, even though that may not have been the actual sequence of the workshop discussions.
88. **Workshop Issue ID No. 3-1:** AT&T raised an issue concerning SGAT § 10.8.2.4 regarding the time required for Qwest to provide access to relevant plots, maps, engineering records, and other data in response to a CLEC request, particularly as it relates to “extensive” requests. AT&T suggested that the response interval should not exceed 60 calendar days in any event. Qwest agreed to the proposed maximum response interval of 60 calendar days. The SGAT was modified at § 10.8.2.4, and the issue was closed on June 29, 2000.
89. **Workshop Issue ID No. 3-2:** In conjunction with Issue ID No. 3-1, further discussion turned to a clearer definition of an “extensive” request. Staff suggested that participants might consider some definition in terms of wire centers or exchanges. Qwest subsequently agreed to add language to SGAT § 10.8.2.4 that defines extensive requests to involve requests for more than one location, requests that span more than five wire centers, or requests that consist of ten or more intra-wire center requests submitted simultaneously. AT&T and WorldCom concurred with the language modifications (*See Exhibit 1-USWC-45*), and this issue was closed on June 29, 2000.
90. **Workshop Issue ID No. 3-3:** CLECs and Staff initially raised questions about the clarity of the language in SGAT § 10.8.4.3 as it pertains to what specific information regarding rights-of-way would be provided to CLECs. More specifically, what do the terms “may or may not include” and “as appropriate” mean? In early workshop

discussions, this issue had also included some preliminary discussions concerning access to MDU facilities. The issue related to subloop access in a MDU environment was deferred to the future workshop on subloop unbundling, and the initial limited focus of this issue became encompassed in the broader discussion of access to private agreements. This issue was subsumed into Issue ID No. 3-4 below. Issue ID No. 3-3 was closed for the purposes of this workshop on June 29, 2000.

91. **Workshop Issue ID No. 3-4:** On June 7, 2000, AT&T raised the issue for discussion concerning the provision to CLECs of private agreements with owners of rights-of-way, poles, ducts and conduit, primarily with respect to MDUs. AT&T was concerned that Qwest was being anti-competitive by not providing CLECs access to the equivalent information that it has. The information AT&T was referring to was mainly the agreements between Qwest and property owners for use of rights-of-way. AT&T asserted that this obligation means that Qwest cannot enter into a “sweet deal” with a MDU owner and then not share the terms and conditions of that deal with the CLECs. CLECs need access to these agreements so they can determine if they are being discriminated against.
92. Qwest’s response was that its responsibility is to put the CLEC in touch with the party from whom they may need to get permission to occupy rights-of-way or gain access to poles, ducts, or conduit. Qwest provides a great deal of information to CLECs about private party agreements, but does not disclose the terms and conditions which Qwest has with the property owner. There is no legal requirement for Qwest to provide the information. Property owners often do not want the information disclosed and information of this type is proprietary to Qwest.

93. Further Qwest questioned the Colorado Commission's jurisdiction over agreements with a private land owner. Qwest asserts that the issue is broader than just the release of agreements between MDU property owners and Qwest; it has to do with private property owners in general. Qwest maintains that SGAT § 10.8.2.1 covers its obligation: "Subject to the provisions of this Agreement, Qwest agrees to issue to CLEC authorization for the CLEC to attach, operate, maintain, rearrange, transfer, and remove at its sole expense its facilities on Poles, Innerduct, or Rights of Way (ROW) owned or controlled in whole or in part by Qwest, subject to Orders placed by CLEC. Any and all rights granted to CLEC shall be subject to and subordinate to any future local, state, and/or federal requirements."
94. AT&T responded that Qwest must provide nondiscriminatory access to the poles, ducts, conduits, and rights-of-way owned or controlled by the BOC at just and reasonable rates in accordance with the requirements of § 224. Thus, it is irrelevant whether these private agreements allow Qwest to assign or convey its interest or a ROW. The issue is whether Qwest owns or controls the ROW. These agreements are instrumental in ascertaining what ROW Qwest owns or controls and the terms and conditions upon which Qwest has been afforded access. WorldCom stated for the record that the Colorado Commission has approved tariffs that impact the private property rights of owners in that they mandate easements and rights-of-way from the private property owners.
95. It was suggested that perhaps Qwest could provide CLECs, upon request, versions of the agreements between Qwest and private property owners, with prices and any proprietary terms and conditions redacted out. This was attempted by the participants (*see Exhibits 1-ATT-58 and 59*), with no resolution.

96. The OCC opposed a standing obligation on Qwest to provide to CLECs contracts for rights-of-way between it and private land owners. Rather, the OCC believes that it should be the option of the private landowner, not Qwest or the CLEC, whether a right-of-way contract is disclosed to a CLEC. In comments filed on June 27, 2000 (*Exhibit 1-OCC-60*), the OCC stated that Qwest should “be precluded from asserting confidentiality should the private land owner be willing to disclose a contract to a CLEC.” However, the OCC strongly opposed any obligation on Qwest to provide these private rights-of-way agreements to a CLEC over the landowner’s objection.
97. On August 29, 2000, some of the participants held a meeting off-line to discuss Issue ID No. 3-4. The parties agreed, in principle, to the use of an agreement referred to as the “Access Agreement.” However, several issues remain:
- 1) Qwest proposed that any agreement that had not been recorded would not be disclosed without prior owner consent. AT&T proposed that MDU agreements be disclosed to CLECs without owner consent where the MDU agreement does not expressly preclude such disclosure.
 - 2) Qwest proposed that CLECs obtain an owner’s consent to Qwest’s opportunity to cure possible breaches by CLECs of underlying agreements.
 - 3) Qwest proposed that CLECs record all underlying ROW agreements if a CLEC desires access to such agreements. AT&T proposed that only access granted to CLECs under those underlying ROW agreements that are recorded in real property records should be recorded.
 - 4) AT&T proposed that the parties defer their disagreements on Issue No. 3-4 concerning access to subloop to that workshop to be held at a later date. Qwest proposed, alternatively, that the objections be briefed and deferring the issue of subloop should be argued in the briefs.
98. The first two sub-parts of Issue ID No. 3-4 went to impasse. The participants could not agree on a resolution of these parts of the issue and, therefore, decided to submit legal briefs. The third sub-part, recording of ROW agreements, was resolved when Qwest agreed not to require this for MDUs. Qwest agreed to remove this language from Exhibit

D. Finally, with respect to sub-part 4, it was agreed that the issue of access to ROW for subloops was not to be separated from the larger issue of 3-4. The participants agreed that sub-part 4 should be closed and briefed with the remainder of Issue ID No. 3-4.

99. **Workshop Issue ID No. 3-5:** An issue was raised by AT&T concerning the confusing language in the SGAT regarding the ordering process for access to rights-of-way, innerduct, and pole attachments. AT&T suggested language for § 10.8.2.18. In response to this concern, Qwest offered clarifying language in § 10.8.4, the section of the SGAT that outlines the ordering process for rights-of way, poles, an innerduct. The modified language clarified the process sufficiently for AT&T, and this matter was closed.
100. **Workshop Issue ID No. 3-6:** Also in § 10.8.2.18, AT&T had some concern with the use of the words “for cause” in relation to the termination of an order. This phrase was overly broad for AT&T, raising the concern that CLECs would be liable for fees and charges in the Agreement when terminating a rights-of-way order at the discretion of Qwest. Qwest agreed to add language to this section of the SGAT to make it clear that these fees and charges would only be assessed if the CLEC’s use of its facilities is in “material” violation of “applicable” law. With these language additions (*See Exhibit 1-USWC-66*), the issue was closed.
101. **Workshop Issue ID No. 3-7:** This issue, raised by AT&T, addressed a concern about the opportunity of CLECs to cure before incurring a termination penalty if it has not removed facilities from a pole/innerduct after receiving notice from Qwest that the facilities are out of compliance with national standards or other unauthorized attachment. Qwest proposed language to be added to § 10.8.2.22 that addressed this concern. The

modified language submitted in the workshop as *Exhibits 1-USWC-44* and *1-USWC-65* alleviated AT&T's concerns, and this issue was closed.

102. In addition, the issue of the delivery method of the notice to CLEC when unauthorized or sub-standard facilities were found was discussed. It was agreed that SGAT § 5.21.1, to which Qwest agreed to add that all notices under the Agreement must be sent by certified mail, was the appropriate place for this clarification. *See Exhibit 1-USWC-64*. The participants agreed that this language would remain in SGAT § 5 and be applicable to § 10.8.2.22.
103. **Workshop Issue ID No. 3-8:** This issue addressed what standards would be applied to CLECs' placement of facilities on poles/innerduct. Qwest proposed to delete two sentences that referred to "Qwest's standard maintenance practices" and instead stated that CLECs should only be held to such standards as Qwest is held. The participants agreed with the language modification that was made to SGAT § 10.8.2.20, and the issue was closed.
104. **Workshop Issue ID No. 3-9:** In this issue, Qwest proposed language to be added to SGAT § 10.8.2.5 to reflect that "applicable state or municipal laws" would compel Qwest to construct, install, modify, or place any poles/innerduct for CLEC use. The participants agreed with this language addition, and the issue was closed. *See Exhibit 1-USWC-32*.
105. **Workshop Issue ID No. 3-10:** AT&T raised this issue regarding the reciprocity requirement under § 10.8.1.4 of the SGAT. This section basically states that CLECs shall make their poles, ducts, conduits, and rights-of-way accessible to Qwest when feasible. AT&T disagreed with this position based on its interpretation of FCC orders and federal

court decisions. Its belief is that only Qwest has this obligation to provide access. AT&T did acknowledge that the Colorado Commission's rule at 723-39-5.3 imposes this obligation on all telecommunications providers, but stated that this rule was preempted by the FCC and by the United States Court of Appeals, since the Colorado rule was adopted before the FCC Local Competition Order was adopted.

106. Qwest asserted that the federal court decision referenced by AT&T does not apply to poles, ducts, and rights-of-way. It is Qwest's belief that, if this were the correct interpretation of the decisions and rules, then § 251(b)(4) would be meaningless.
107. WorldCom expressed its concern that the reciprocity language in SGAT § 10.8.1.4 would not only require CLECs to provide access to their poles, ducts, conduits, and rights-of-way, but also CLECs would be required to provide this access at the same rates, terms, and conditions that are include in § 10.8 of the SGAT.
108. The participants could not reach consensus on the closure of this issue. Therefore, it reached impasse, and legal briefs were filed.
109. **Workshop Issue ID No. 3-11:** This issue referred to § 10.8.1.2 of the SGAT. The CLECs' concern was that the language in this section, specifically "each party will provide the other with access to available *underground* ducts/conduits . . ." (emphasis added) was too limited by the word "underground." Qwest agreed to delete this word and also to further clarify the language in this section to define duct and conduit. There was still some concern on behalf of AT&T concerning the new definitions of ducts and conduit and the treatment of these facilities in MDUs. The participants agreed that these

concerns are the same as those raised in Issue ID No. 3-4; and therefore this issue, Issue ID No. 3-11, could be closed.

110. **Workshop Issue ID No. 3-12:** McLeodUSA raised a concern about Qwest non-performance under SGAT § 10.8.4.2, Field Verification – Poles, Ducts and Access Agreement Preparation ROW. McLeodUSA claimed that Qwest was not performing field verifications and that this lack of performance had resulted in McLeodUSA having to pull facilities from incorrect poles after having been told to go ahead with the attachment(s) at those locations. The participants noted that Issue ID No. 3-13 dealt with the performance indicator, and so McLeodUSA agreed to incorporate this discussion into that issue.
111. **Workshop Issue ID No. 3-13:** As stated above, this issue dealt with the actual performance of Qwest with respect to providing access to poles, ducts, conduits, and rights-of-way, specifically the CLECs were concerned with whether Qwest was actually doing field verifications of various facilities when an inquiry was received. The question was raised as to whether a performance indicator was needed as part of the ROC OSS Test to ensure that Qwest was in fact conducting field verifications. McLeodUSA did not participate further in the workshops, and it was stated by the other participants, including Qwest, that this issue would be better handled in the ROC OSS process. For purposes of the workshop, this issue was closed.
112. **Workshop Issue ID No. 3-14:** WorldCom raised this issue regarding the size of standard requests for inquiries and the appropriate interval for response from Qwest. *See Exhibits 1-WCom-57a and 57b.* The SGAT language as proposed by Qwest at § 10.8.4.1

and its subsections refer to a standard interval due date for inquiries of 100 poles or fewer. Exhibit D, submitted as *Exhibit 1-USWC-34* to this workshop, further outlines the standard interval as also including 30 or fewer utility hole sections or two miles of linear ROW or less. This standard interval is set, according to the SGAT, at 10 days. If a CLEC submits an inquiry that exceeds the standard, it will have a negotiated completed date according to a graduated schedule that continues beyond 45 days. WorldCom asserts that these “large numbers or large amounts” are arbitrary and that a single “not to exceed” verification period should be implemented. WorldCom noted that the FCC mandated a maximum response time of 45 days, regardless of the size of the request.

113. Qwest argues that its SGAT provision is a very reasonable one and that WorldCom agreed to the SGAT language during similar workshops in the state of Arizona. Qwest believes WorldCom should be bounded by its agreement and should not be allowed to “unravel” its agreement with Qwest. Qwest’s witness Freeberg indicated that, in the case of very large request for access to poles and ducts, 45 days will sometimes be an impossibility and will produce unpredictable service fulfillment expectations for CLECs. Therefore, Qwest did not agree with a change to the language in § 10.8.4.1 or Exhibit D of the SGAT. Qwest attempted to resolve this issue by submitting *Exhibit 1-USWC-63*, which contains modified language for SGAT § 10.8.4.4. The CLECs did not believe these language modifications resolved the issue. As a result, this issue reached impasse, and the participants filed legal briefs.

6. Staff Compliance Assessment

114. With the exception of three impasse issues, Qwest has demonstrated, based on testimony, comments, exhibits submitted and workshop discussions that it provides or offers to provide non-discriminatory access to the poles, ducts, conduits, and rights-of-way owned or controlled by Qwest, at just and reasonable rates in accordance with the requirements of Section 224.
115. During the various sessions of Workshop No. 1, which addressed Checklist item No. 3 issues, the parties conducted extensive debate and resolved all issues except Issue ID No. 3-4, which addressed the provision of agreements between Qwest and landlord/owners concerning rights-of-way (including MDU's); Issue ID No. 3-10, which addressed reciprocity in the provision of access by CLECs as well as by Qwest to poles, ducts, conduits and rights-of-way; and Issue ID No. 3-14, which addressed the time period allowed for Qwest to respond to inquiries concerning poles, ducts, conduits and rights-of way based on the size of the elements included in the request.
116. For each of the three issues in dispute, briefs have been filed stating Qwest's position and the joint position of AT&T and WorldCom. These briefs will be considered by the Commission in the established process for resolving impasse issues. The aforementioned conclusions that Qwest provides or offers to provide non-discriminatory access to poles, ducts, conduits, and rights-of-way owned or controlled by Qwest at just and reasonable rates in accordance with the requirements of Section 224 will be reviewed in the context of Qwest's performance against performance measurements established in the ROC OSS Test to assure that Qwest continues to provide non-discriminatory access as described

herein. There are no performance measurements directly related to provision of access to poles, ducts, conduits, and rights-of way. The Commission will also review these conclusions based on consideration of Colorado-specific or other commercial usage experience.

B. CHECKLIST ITEM NO. 7 – 911 AND E911; DIRECTORY ASSISTANCE/ OPERATOR SERVICES

1. FCC Requirements

117. Section 271(c)(2)(B)(vii) of the Act requires a § 271 applicant to provide or offer to provide: “nondiscriminatory access to – (I) 911 and E911 services; (II) directory assistance services to allow the other carrier’s customers to obtain telephone numbers, and (III) operator call completion services.”

7(I) Access to 911 and E911

118. To comply with the statutory nondiscrimination of access requirement for 911/E911 services, the FCC has stated that a BOC must:

- Provide competitors access to its 911 and E911 services in the same manner that a BOC obtains such access, *i.e.*, at parity. *Ameritech Michigan Order* at ¶ 256.
- Maintain the E911 database entries for competing LECs with the same accuracy and reliability that it maintains the database entries for its own customers. This duty includes, among other things, populating the 911/E911 database with competitors’ end user data and performing error correction for competitors on a nondiscriminatory basis. *Ameritech Michigan Order* at ¶ 256.
 - A BOC can demonstrate that it is providing nondiscriminatory access to 911/E911 services by submitting data demonstrating that the

911/E911 database is populated as accurately, and that errors are detected and remedied as quickly, for entries submitted by competing carriers as it is for its own entries. *Ameritech Michigan Order* at ¶ 278. Useful information includes the percentage of errors found in competing LEC end user information and BOC end user information, respectively, the percentage of accurate updates, the timeliness of updates for the 911/E911 database and the mean time to update the 911/E911 database.

- Provide facilities-based competitors with interconnection through the use of dedicated trunks from the requesting carrier's switching facilities to the applicable 911/E911 control office at parity with what the BOC provides to itself. *Ameritech Michigan Order* at ¶ 256.
- Provide facilities-based competitors unbundled access to its 911/E911 database at parity with what the BOC provides to itself. *Ameritech Michigan Order* at ¶ 256, 270.

7(II) Access to Directory Assistance and 7(III) Operator Services

119. The FCC initially stated that operator services and directory assistance (OS/DA) are network elements that must be unbundled on a nondiscriminatory basis at any technically feasible point. *Local Competition First Report and Order* at ¶ 535-537. The FCC subsequently removed directory assistance and operator services from the list of required unbundled network elements. *Local Competition Third Report and Order* at ¶ 441, 442. Checklist item obligations that do not fall within a BOC's UNE obligations, however,

must still be provided in accordance with §§ 201(b) and 202(a), which require that rates and conditions be just and reasonable and not unreasonably discriminatory. *SBC Texas Order* at ¶ 348. To comply with the statutory nondiscrimination requirement for OS/DA, the BOC must:

- Permit competing providers to have access to operator services and directory assistance that is equal in quality to the access that the BOC provides to itself. *Local Competition Second Report and Order* at ¶ 101.
- Allow competing carriers to download all the information in the BOC's directory assistance database and to access specific listings on a "per dip" inquiry basis. *Local Competition Second Report and Order* at ¶ 538.
- Where technically feasible, make available unbranded or rebranded OS/DA services to competing carriers through its OS/DA platform. *Local Competition First Report and Order* at ¶ 537, 971.

2. Qwest's Position

120. Qwest's position was initially presented by two witnesses. Ms. Margaret S. Bumgarner provided direct testimony regarding 911 and E911 services. Ms. Lori A. Simpson provided direct testimony regarding directory assistance and operator services. Qwest's position in this report will be presented in the same sequence.

7(I). Access to 911/E911

121. On November 30, 1999, Qwest witness Bumgarner provided direct testimony stating that Qwest has met the requirements of Checklist Item No. 7 with respect to 911 and E911

services. *Exhibit 1-USWC-A*, at page 3. She stated that Qwest, in accordance with the requirements of the Act, provides CLECs with access to emergency services, known as Basic 911 (911) and Enhanced 911 (E911). She further stated that such access is available, whether a CLEC resells Qwest's retail services (a reseller) or is facilities-based, either through the use of the CLEC's own end office switch or through the CLEC's use of unbundled switching provided by Qwest. Qwest's Commission-approved interconnection agreements and the proposed SGAT make access to 911/E911 services available to CLECs in Colorado. *Id.* at page 7.

122. As stated by Ms. Bumgarner, the Act requires Qwest to provide "non-discriminatory access to 911 and E911 services." In its *Ameritech Michigan Order* at ¶ 256, the FCC found that "Section 271 requires a BOC to provide competitors access to its 911 and E911 services in the same manner that a BOC obtains such access, *i.e.*, at parity." Specifically, the FCC found that BOCs must provide "unbundled access to. . . 911 database, 911 interconnection, including the provision of dedicated trunks from the requesting carrier's switching facilities to the 911 control office (selective router) at parity with what (the BOC) provides to itself." *Id.* at ¶ 256.

123. At the time of Ms. Bumgarner's testimony, Qwest had provided 911/E911 service to 10 facilities-based CLECs (that operate their own switches) in Colorado. Qwest had also provided 911/E911 services to 20 resellers who obtained 911/E911 services by using the same facilities as the Qwest end user customers. This witness stated that Qwest also stands ready to provide 911/E911 services to CLECs that purchase unbundled switching through its proposed SGAT and approved interconnection agreements, although there was no demand for unbundled switching at that time. *Exhibit 1-USWC-A*.

124. Both Basic 911 and Enhanced 911 route calls from an end user to the appropriate Public Safety Answering Point (PSAP). Enhanced 911 also provides the name and address of the calling party to the PSAP. *Id.* at page 8.
125. When a new facilities-based CLEC requests service, its Qwest account manager facilitates its 911/E911 service implementation, providing all necessary information to the CLEC, including: information about PSAP contacts, PSAP locations and jurisdictions, emergency services numbers, and tandem locations (selective routers). Also, SCC, the database manager for Qwest, will provide a copy of the Master Street Address Guide (MSAG) with updates provided on a quarterly basis to CLECs and to Qwest. If necessary, the Qwest account manager will arrange a meeting for the CLEC with the PSAP representatives, the Qwest 911/E911 managers, and state regulatory representatives to clarify specific state requirements, jurisdictional boundaries, and 911/E911 network requirements. *Id.* at page 9.
126. Facilities-based CLECs must establish their own service arrangements with Qwest's database provider, currently SCC, for loading and maintaining their subscriber information. The facilities-based CLEC must also seek approval from the appropriate agencies, including PSAPs and other public agencies, for all 911/E911 serving arrangements and to certify network performance. *Id.* at page 9.
127. Qwest's methods and procedures for access by the CLECs to the 911/E911 services are documented in the Interconnection and Resale Resource Guide (IRRG).⁵
128. 911 and E911 services which Qwest provides include the following components:

911 Trunking – These trunks interconnect an end office switch, whether owned by Qwest or by a CLEC, to the government agency that answers emergency calls. 911 trunks extend directly from the end office switch to the emergency agency. E911 trunks extend from end office switch to a selective router, with separate E911 trunks extending from a selective router to the emergency agency.

E911 Selective Router – The E911 selective router acts as a tandem switch in the E911 network. On a given E911 call the selective router connects an incoming E911 trunk from an end office to an outgoing E911 trunk to the appropriate emergency agency.

Public Safety Answering Point (PSAP) – The PSAP is the name for the government agency that answers emergency calls.

E911 Database – The E911 database contains the Automatic Number Identification (ANI), customer name, street address, and local service provider for each subscriber for the geographic area it serves.

E911 Database Updates – The E911 database must be updated when a subscriber changes local service provider, telephone number, name, or street address.

Id. at pages 10, 11.

129. In a typical Basic 911 arrangement, a facilities-based CLEC must establish 911 trunks from its end office switch directly to the PSAP. Each 911 call is forwarded by the CLEC over these trunks to the PSAP, whose attendants answer the emergency calls, with no direct involvement by Qwest. In a typical E911 arrangement, a facilities-based CLEC must establish E911 trunks from its end office switch to the Qwest selective router in the same manner that Qwest connects its end office switches to the selective router. If a CLEC's end users are served by a Qwest end office switch, either through resale of Qwest's retail services or through unbundled switching, the CLEC's E911 calls are

⁵ Interconnection and Resale Resource Guide website: <http://www.uswest.com/carrier>.

routed from the Qwest end office switch to the E911 selective router on the same E911 trunks used by Qwest's end user customers. *Id.* at pages 11, 13.

130. In conformance with the Act and the FCC's rules, Qwest's SGAT obliges Qwest to provide 911/E911 trunks to facilities-based CLECs in a nondiscriminatory manner. For example, the SGAT at § 10.3.7.4 requires:

For a facility-based CLEC, Qwest shall provide 911 Interconnection, including the provision of dedicated trunks from CLEC end office switch to the 911 control office, at parity with what Qwest provides itself.

Id. at page 14.

131. CLECs that serve their end users through Qwest's unbundled switching or through resale of Qwest's services utilize the same 911/E911 trunking as Qwest's retail customers. Section 10.3.7.5 of the SGAT requires:

For a reseller CLEC, or a CLEC using unbundled switching, Qwest shall provide CLEC with access to the same 911 trunks used for Qwest's retail customers which extend from the Qwest end office switch to the Basic 911 PSAP or the E911 tandem. CLEC access to such 911 trunks shall be on a shared, non-discriminatory basis.

Id. at page 14.

132. Both Qwest and facilities-based CLECs must each perform monthly studies on their own 911/E911 trunks to determine if sufficient trunks are in place to handle the emergency call volume. These blockage data are shared and discussed with the PSAP operator to ensure mutual agreement on the 911/E911 trunk group sizing requirements between the end offices and the selective router, or between the end office switches and the PSAP if no selective router is used. If a CLEC determines, with approval by the PSAP operator,

that its 911/E911 trunk quantities are insufficient to handle its emergency call volume, the CLEC may place an order with Qwest for additional 911/E911 trunks. Trunk additions are made for the CLEC on the same terms that Qwest adds 911/E911 trunks for itself, as described in §§ 10.3.7.1 and 10.3.7.2 of Qwest's proposed SGAT. *Id.* at page 15.

133. Proper circuit identification and protection for 911/E911 trunk circuits is essential. Consequently, Qwest has provided 911/E911 trunk circuit protection for itself and other ILECs for many years. Qwest has procedures in place to ensure that a facilities-based CLEC's 911 or E911 trunks are not deactivated without adequate notice. These deactivation procedures apply uniformly to both Qwest and CLEC 911/E911 trunks. Because all 911 circuits are protected, regardless of the identity of the local service provider, Qwest's protection of 911/E911 circuits is nondiscriminatory as reflected in § 10.3.7.1 of the SGAT. *Id.* at page 16.
134. Public agencies determine whether Basic 911 or Enhanced 911 service will be used in a particular geographic area, and how each end office switch will access the PSAPs. The public agencies also determine the quantity of trunks required in each 911/E911 trunk group to serve their communities. Therefore, the public agency is the primary decision-maker for trunk group design, size, and routing; not Qwest or the CLEC. *Id.* at page 17.
135. The routing of an emergency call from a Qwest end office and a CLEC end office to the selective router and from the selective router to the PSAP is identical. The same selective router is used for both Qwest and CLEC emergency traffic, and Qwest and CLEC traffic share the same E911 trunks between the selective router and the PSAPs. If a CLEC

serves its customers through the use of Qwest's end office switch, either through unbundled switching or resale, the CLEC's end users access the PSAP through the same E911 trunks between the Qwest end office and the selective router, the same selective router, and the same E911 trunks between the selective router and the PSAPs as Qwest uses. *Id.* at page 18.

136. The E911 database provides the PSAP with the name and street address of the caller to ensure rapid and accurate emergency response dispatch. The E911 database, in addition to the caller's name and street address, contains the ANI and local service provider of each telephone subscriber and the geographic area served by the E911 database. The E911 database is also known as the Automatic Location Identification/Data Management System (ALI/DMS). *Id.* at pages 18, 19.
137. Where Qwest provides E911 services, the E911 database is owned and administered by an independent third party, SCC. Database updates are required whenever a customer's name, ANI, street address, or service provider is changed. The responsibility for providing E911 database updates to the database administrator depends on whether a CLEC resells Qwest's retail services or whether the CLEC is a facilities-based provider. For resellers, Qwest provides E911 database updates on behalf of the CLEC using the exact same procedures Qwest uses to update the E911 database for its own end users. Facilities-based CLECs must provide their own E911 database updates directly to the E911 database administrator. When an end user changes service providers from Qwest to a CLEC, there are instances when the E911 database must be updated. To ensure that a customer's record is not removed from the ALI database prematurely, SCC has instituted an industry developed procedure. SCC does not remove the customer record but creates

an “unlocked record” in the E911 database. The “unlocked record” remains unchanged in the E911 database until the CLEC sends a corresponding connect “migrate” order to SCC. The CLEC is then responsible for updating the E911 database record and “locking” the customer’s record. *Id.* at page 21.

138. Qwest provides performance measures designed to demonstrate that it provides access to 911/E911 services in a nondiscriminatory manner. Performance Indicator Definition (PID) ES-1 is designed to demonstrate that Qwest provides E911 database updates for resellers in a nondiscriminatory manner. PID ES-1, ALI Database Updates Completed within 24 hours, provides a measure of the timelines of E911 database updates performed by Qwest on behalf of CLECs. PID ES-1 measures the percentage of batch updates to the ALI database accomplished within 24 hours of service order completion. Qwest’s PID ES-2 performance indicator provides a measure of the timeliness of Qwest’s installation of 911/E911 trunks, measuring the average time (in business days) between the application date and completion date for 911/E911 trunks ordered by CLECs. *Id.* at pages 25, 26.
139. Results of PID ES-1 for the months of January through September 1999 all reflected that 100 percent of the E911/ALI database updates were accomplished within 24 hours. Results of PID ES-2 for the months of January 1999 through September 1999 shows that for six of the seven months in which there were trunk installation orders completed, 100 percent of the orders were completed on time. Only one month, February, showed an average trunk installation interval of 101 business days. Qwest is in the process of developing an additional performance measure that will demonstrate the accuracy of database updates. To demonstrate that CLEC and Qwest database updates are performed

in the same time frames and with the same level of accuracy, Qwest has requested that SCC provide reports to Qwest and to CLECs. SCC started producing such reports in December 1998. *Id.* at pages 25, 26, 27.

140. The proposed Qwest SGAT and interconnection agreements negotiated in Colorado do not charge CLECs for access to 911/E911 service. The management of the E911 database is performed by SCC, which may assess charges to both Qwest and CLECs for updates to the E911 database and for other services, such as providing copies of the MSAG. Qwest generally recovers the cost of facilities it deploys to provide CLECs with access to 911/E911 services by billing the PSAP operator. Qwest bills its customers a 911/E911 surcharge which is remitted to the PSAP operator. Qwest presumes that CLECs will bill a similar surcharge to their customers on behalf of the PSAP operator. *Id.* at page 28.

141. This witness concluded by stating that, in accordance with checklist and resulting FCC requirements, Qwest provides CLECs with nondiscriminatory access to Basic and Enhanced 911 services. Commission-approved interconnection agreements in Colorado and the proposed SGAT make access to Basic and Enhanced 911 services available to all CLECs. Qwest has documented the processes and procedures for CLECs to access the 911 and E911 services. CLECs have the ability to offer their customers the same access to 911 and E911 services as Qwest customers utilize. Therefore, the witness concluded that the Commission should find that Qwest satisfies Checklist Item No. 7(i). *Id.* at page 29.

7(II) and 7(III). Directory Assistance and Operator Services

142. On November 30, 1999, Lori A. Simpson, Qwest's principal witness for these subject areas of Checklist Item No. 7 filed testimony (*Exhibit 1-USWC-D*) which stated that § 271(c)(2)(B)(vii) of the Act requires local exchange carriers such as Qwest to provide CLECs:

Non-discriminatory access to . . . (II) Directory Assistance services to allow the other carriers customers to obtain telephone numbers. . . .

143. This witness further stated that Qwest satisfies this checklist item via its proposed SGAT, under the provisions of which Qwest specifically and concretely offers to provide CLECs with nondiscriminatory access to Qwest's directory assistance service. She stated that the following SGAT language demonstrates this point:

10.5.1.1 Directory assistance services, a telephone number, voice information service that Qwest provides to its own end users and to other telecommunications carriers. Qwest provides CLEC non-discriminatory access to Qwest's Directory assistance centers, services and directory assistance databases. . . .

Exhibit 1-USWC-A at page 5.

144. Ms. Simpson also stated that the SGAT further obligates Qwest to provide directory assistance service for CLECs according to the same methods, practices, and standards Qwest uses to provide service to its end users. SGAT § 10.5.2.4 states:

Qwest will perform Directory Assistance Services for CLEC in accordance with operating methods, practices and standards in effect for all Qwest end users. Qwest will provide the same priority of handling for CLECs end user calls to Qwest's Directory Assistance Service as it provides for its own end user calls. Calls to Qwest's directory assistance are handled on a first come, first served basis, without regard to whether calls are originated by CLEC or Qwest end users.

Id. at page 5.

145. Qwest directory assistance service consists of several elements, some or all of which may be used by each CLEC:

Directory Assistance Listings – Includes the name, address, and phone number of a telephone subscriber.

Directory Assistance Listings Updates – Required whenever a telephone subscriber changes a telephone number or address.

Directory Assistance Database – Contains Directory Assistance listings. The Directory Assistance database is accessed by Directory Assistance operators during a Directory Assistance call.

Operators and Operator Positions – Receives requests from callers and, after searching the Directory Assistance database, provides the caller with the requested listing.

Directory Assistance Trunking – Provides the connection between an end user's end office switch and the Directory Assistance platform. Directory Assistance operator-type trunking connects both Qwest and CLEC end office switches to the Qwest Directory Assistance platform.

Id. at pages 6, 7.

For those CLECs using Qwest's directory assistance service, their end user calls may be branded with the identity of the CLEC, where technically feasible. CLECs may provide their end users with access to Qwest's directory assistance service, access to the CLEC's own directory assistance service, or access to a third-party's directory assistance service.

These options are available to a CLEC regardless of whether the CLEC resells Qwest's services, uses Qwest's switching through purchase of UNEs, or serves its end users through its own switch. *Id.* at page 6.

146. At the time of the affidavit, Qwest provided directory assistance service to CLECs in Colorado, including facilities-based and reseller CLECs. It provided directory assistance services over more than 48,000 lines resold by 20 reseller CLECs and for end users of eight facilities-based CLECs in Colorado. Qwest had processed more than 34,000 CLEC end user listings and included them in Qwest's directory assistance database in Colorado, except for non-published listings which are not available through directory assistance. Additionally, Qwest also provided its directory assistance list service, which is a file of all available listings in Qwest's directory assistance database, to two active CLECs in Colorado. *Id.* at pages 7, 8.
147. In conformance with the FCC's rules, 47 C.F.R. 51.217(c)(3)(ii), Qwest offers direct access to its directory assistance database to CLECs which choose to provide their own directory assistance service. Qwest will allow a CLEC's operators to directly access the Qwest directory assistance database on a real-time, "per dip" basis as provided in SGAT § 10.5.1.1.3 which states:

Directory Assistance Database Service – Qwest shall provide CLEC non-discriminatory access to Qwest's Directory Assistance Database or "Directory" database, where technically feasible, on a "per dip" basis.

Exhibit 1-USWC-A at pages 8,9.

148. Also in conformance with the FCC's rules, Qwest provides files containing directory assistance listings for telephone service subscribers in its 14 states to CLECs via Qwest's directory assistance list service. Section 10.5.1.1.2 of the SGAT provides:

Directory Assistance List Service – Directory Assistance List Service is the access to Qwest's directory listings for subscribers within Qwest's fourteen (14) states for the purpose of providing Directory Assistance Service to its local exchange end user customers subject to the terms and conditions of this Agreement. (See Section 10.6 for terms and conditions relating to the Directory Assistance List Service.)

Section 10.5.1.1.2.1 states that if the CLEC elects to build its own directory assistance service, it can obtain Qwest directory listings through the purchase of the Directory Assistance List. *Id.* at pages 9, 10.

149. In conformance with the FCC's rules, 47 C.F.R. 51.217(c)(3)(i), the listings provided to CLECs include all the listings available to Qwest from its 14 states, including non-listed and non-published listings and including the listings of all service providers – Qwest, CLECs, and independent telephone company listings. *Exhibit 1-USWC-A* at page 10.
150. Qwest provides extensive formatting documentation to CLECs, including a copy of the BellCorp file end user documents that Qwest uses for its own directory assistance database and for providing directory assistance list files to CLECs. Qwest also provides documentation on its use of each field in the BellCorp file and several documents otherwise related to formatting of the listings. *Id.* at page 11.
151. Qwest provides exactly the same information concerning non-published listings to CLECs that is available to its own directory assistance operators, including end user name, address, area code, and a "placeholder" indicator that the telephone number is non-

published, since the telephone number is not provided. Qwest also provides CLECs with information concerning how to use established methods and procedures for contacting end users with non-published numbers in urgent or emergency situations. *Id.* at page 12.

152. Section 271(c)(2)(b)(vii) of the Act requires that local exchange carriers such as Qwest provide nondiscriminatory access to operator call completion services. Qwest satisfies this checklist item in its proposed SGAT. As stated in § 10.7.1.1:

Toll and Assistance Operator Services are a family of offerings that assist end users in completing EAS/local and long distance calls. Qwest provides non-discriminatory access to Qwest operator service centers, services and personnel.

Id. at page 13.

153. Callers to operator services can request operator assistance to complete local and intraLATA long distance calls, including person-to-person calls, collect calls, third-party billing calls, and calls to verify or interrupt busy lines. Operator services consist of several primary functions as follows:

Local Assistance – Assists end users requesting help or information on placing or completing local calls, connects end users to home NPA Directory Assistance, and provides other information and guidance as may be consistent with Qwest’s customary practice for providing end user assistance.

IntraLATA Toll Assistance – Assists end users requesting help or information on placing or completing intraLATA toll calls.

Emergency Assistance – Assists end users who are attempting to place local or intraLATA toll calls to emergency agencies including, but not limited to, police, sheriff, highway patrol, and fire.

Busy Line Verification – Permits an end user to request assistance from the operator bureau to determine if the called line is in use. The operator will not complete the call for the end user initiating the BLV inquiry.

Busy Line Interrupt – Permits an end user to request assistance from the operator to interrupt a telephone call in progress. The operator will interrupt the busy line and inform the called party that a call is waiting.

Id. at page 5.

154. CLECs may use several options for providing operator services to their end users. Those CLECs that serve their end users from a Qwest end office switch may use the same trunking used by Qwest to reach the operator services switch. A facilities-based CLEC that serves its end users from its own end office switch can obtain access to Qwest's operator services by obtaining dedicated operator type trunks to connect its end office switch to the Qwest operator services platform. CLECs that use Qwest's operators to provide operator services can obtain branded or unbranded service where technically feasible. Finally, CLECs may choose to provide their own operator services and operators. *Id.* at pages 14, 15.

155. In conformance with the FCC's rules, 47 C.F.R. 51.217(d), Qwest provides CLEC branding on calls to Qwest's directory assistance service and operator services, where technically feasible. The proposed SGAT provides for directory assistance branding in § 10.5.1.1.1.3 as follows:

Call Branding Service – Allows CLEC's end users to receive the service options listed in 10.5.1.1.1.1 and 10.5.1.1.1.2 branded with the brand of CLEC, where technically feasible or with a generic brand. Call branding announces CLEC's name to CLEC's end user at the start and completion of the call. Call branding is an optional service available to CLECs.

Id. at page 16.

156. In order to ensure that Qwest's processes and procedures for pre-ordering, ordering, provisioning, and maintenance produce efficient and reliable customized routing to

dedicated trunks, Qwest performed a “bench” test of these services, as well as CLEC branding, for directory assistance and operator services calls during May and June 1999. The test was successful, and on each type of call the CLEC brand message was played. *Id.* at page 17.

157. Qwest provides dialing parity for CLEC access to Qwest’s directory assistance and operator services. An end user of a CLEC that resells Qwest’s local exchange services or uses unbundled switching accesses Qwest directory assistance services by dialing the same number (*e.g.*, “411”) as a retail end user of Qwest and accesses Qwest’s operator services by dialing the same number as a retail end user of Qwest, specifically “0” or “0” plus a phone number. The end user of a facilities-based CLEC dials a number selected by the CLEC to access Qwest’s directory assistance service or operator services, as described in SGAT §§ 10.5.2.8, 10.5.2.9, and 10.7.2.13. *Id.* at pages 18, 19.
158. In addition to having the option of using Qwest directory assistance service or operator services, CLECs have the additional option to provide their own directory assistance service or operator services for their end users, or they can provide access to the directory assistance service or operator services of a third-party provider. A facilities-based CLEC that uses its own switch to route its end users directory assistance or operator services calls to a provider other than Qwest does not require the involvement of Qwest, unless the CLEC obtains transport from Qwest. Qwest is aware of at least two CLECs in Colorado that provide their own or a third-party’s directory assistance service to their end users. *Id.* at pages 19, 20.

159. The Act and the FCC's rules require Qwest to provide nondiscriminatory access to directory assistance service and operator services.

160. For directory assistance service, the proposed SGAT obligates Qwest to use first come, first served procedures:

10.5.2.4 Qwest will perform Directory Assistance Services for CLEC in accordance with operating methods, practices, and standards in effect for all Qwest end users. Qwest will provide the same priority of handling for CLEC's end user calls to Qwest's Directory Assistance service as it provides for its own end user calls. Calls to Qwest's directory assistance are handled on a first come, first served basis, without regard to whether calls are originated by CLEC or Qwest end users.

161. For operator services, the proposed SGAT obligates Qwest to use first come, first served procedures:

10.7.2.7 Qwest will perform Operator Services in accordance with operating methods, practices, and standards in effect for all its end users. Qwest will respond to CLEC's end user calls to Qwest's operator services according to the same priority scheme as it responds to Qwest's end user calls. Calls to Qwest's operator services are handled on a first come, first served basis, without regard to whether calls are originated by CLEC or Qwest end users.

Id. at pages 20, 21.

162. Qwest employs two performance measures for directory assistance service and operator services. The first measure, "Speed of Answer" (PID DA-1, PID OS-1), measures the average time for the Qwest directory assistance and operator services systems to answer calls. The second measure, "Calls Answered Within 10 Seconds" (PID DA-2, PID OS-2), measures the percentage of directory assistance and operator services calls that the Qwest directory assistance system or operator services system answers within 10

seconds. Qwest measures these indicators on an aggregated basis for Qwest and CLECs.

The results for the months of July 1999 through September 1999 were as follows:

Performance Indicator	July 1999	August 1999	September 1999
DA-1	5.80	6.60	7.10
DA-2	94.2%	93.4%	92.9%
OS-1	6.50	6.80	8.80
OS-2	93.5%	93.2%	91.2%

163. In response to BellSouth's second Louisiana § 271 application, in which similar directory assistance and operator services measures were proposed, the FCC required BellSouth to either disaggregate performance data between BellSouth and CLECs for directory assistance and operator services, or to explain why disaggregation was not feasible or not necessary to show nondiscrimination. *Second BellSouth Louisiana Order* at ¶ 245. In Qwest's case, Qwest asserts that disaggregation is not feasible given the structure of the directory assistance and operator services systems, which are designed to answer calls on a first in, first out basis, thus assuring nondiscriminatory treatment of CLECs. Moreover, disaggregation is not necessary to show nondiscrimination because the underlying directory assistance and operator services platforms and procedures ensure that Qwest and CLECs receive identical directory assistance and operator services. *Id.* at page 22. As calls from callers to Qwest's directory assistance and operator services platforms are delivered to the platforms, they are delivered to a queue and then delivered to an operator. Calls are delivered to the queue based on the order in which the calls reach the directory assistance or operator services platforms, and calls are distributed to the operators based on the order in which they entered the queue. Exceptions include separate queues for Spanish-speaking callers; separate queues based on the service being

accessed (*e.g.*, national directory assistance versus local directory assistance); and a separate queue for calls from coin phones (for technical reasons involving billing). Calls within each of these queues are answered on a first come, first served basis; in no case does a queue exist based on the identity of the end user's individual local service provider. *Id.* at pages 22, 23.

164. The majority of directory assistance and operator services traffic handled by Qwest on behalf of CLECs originates from resold services. This directory assistance and operator services traffic, as well as traffic from unbundled switching, is delivered to the directory assistance and operator services systems via trunks that CLEC end users share with Qwest's retail end users. Since CLECs' and Qwest's retail end users access these shared trunks on a first come, first served basis, there is no capability to separate or identify CLEC traffic from Qwest traffic running over these shared trunks. All calls look exactly the same to the directory assistance and operator services platforms, so all calls are treated exactly the same by the platforms, namely, first in, first out. Even in a situation where a dedicated CLEC trunk delivers the calls to the directory assistance or operator services platform, the calls are placed in queues based on the order in which they arrive at the platform. Operators have no capability to influence the way calls feed to them from the queue. Operator positions are automatically polled to determine availability to receive a call, and calls are fed automatically and mechanically into "open" operator positions. *Id.* at pages 23, 24.

165. Finally, listings in the directory assistance database are not marked with the identity of the listed party's local service provider, so the Qwest directory assistance operator has no opportunity to discriminate in the delivery of CLECs' and Qwest's listings. For this and

previously described reasons, there is no need to disaggregate the current directory assistance and operator services performance measures to separately measure CLEC and Qwest speed of answer. *Id.* at page 24.

166. Unless a CLEC chooses to use customized routing and dedicated trunks for branding, or to access a directory assistance or operator services provider other than Qwest, its end users receive access to directory assistance and operator services over the same facilities as Qwest end users. Accordingly, the only ordering, provisioning, and repair that is required is that which is required for the resold local exchange service or unbundled switching element that is purchased by the CLEC. These elements are covered under separate checklist items. *Id.* at page 26.
167. Qwest provides monthly bills to CLECs detailing the number of calls the CLECs' end users make to Qwest directory assistance service and operator services, as described in SGAT §§ 10.5.5.1, 10.7.5.1, and 10.7.5.2. *Id.* at page 27.
168. In summary, Qwest's witness stated that the proposed SGAT establishes specific and concrete terms which ensure that it provides nondiscriminatory access to directory assistance service and operator services as required under the Act and that Qwest satisfies these checklist items. *Id.* at page 27.

3. Competitors' Positions

169. AT&T filed comments on May 8, 2000, concerning Checklist Item No. 7. *Exhibit 1-ATT-J.*

170. AT&T comments concerning 911 and E911 services focused on three areas: (1) questionable facility arrangements using the Interconnection Distribution Frame (ICDF) or Single Point of Termination (SPOT) frame; (2) problems associated with local number portability; and (3) problems associated with the provisioning of CLEC NXX codes. For directory assistance and operator services, AT&T's comments focused exclusively on directory assistance.
171. AT&T stated that Qwest had taken the position that CLECs must interconnect and access unbundled network elements through an ICDF or SPOT frame when the CLEC brings its own fiber facilities into a Qwest wire center using collocation. As it is relevant to this checklist item, Qwest requires 911 interconnection trunks to the 911 tandem, the PSAP, and the ALI database to traverse DS-1 or DS-3 ICDF or SPOT frame when the CLEC provides facilities to collocated space in the Qwest wire center or when the CLEC accesses 911 service through unbundled elements. AT&T's concern is that these 911 circuits would be subject not only to all of the points of failure encountered by a normal Qwest circuit, but would also experience those additional points of failure created by the Qwest-mandated use of the ICDF or SPOT frame. In addition, requiring CLECs to traverse additional frames also imposes significant additional and unnecessary costs for the ICDF or SPOT frame, the cabling from the ICDF or SPOT frame, the additional jumper work on the ICDF or SPOT frame and on the COSMIC, as well as any regeneration equipment needed to bring the signal into specification. This requirement, according to AT&T, conflicts with the FCC's *Advanced Services Order* which prohibits the use of intermediate frame. *Exhibit 1-ATT-J* at page 17.

172. The ICDF or SPOT frame is referenced extensively in Qwest's manual on Wholesale Interconnection Operation Collocations Operations (3.5). This manual provides that an ICDF (Single Point Of Termination) facility (a framework for mounting blocks or an equipment bay for mounting panels) is always required for interconnection to the network. *Id.* at pages 18, 19.
173. AT&T also stated that Qwest provides security for 911 circuits in its own network which it does not provide for competitors. For example, Qwest places protective covers over 911 circuits, it uses special color codes for the circuits, and it trains its technicians to take special precautions when working around these circuits. Qwest has not proposed similar methods in its SGAT for ensuring that 911 circuits for CLECs will be made secure. In summary, AT&T stated that Qwest requires AT&T's primary 911 trunks, provisioned using collocation, to pass through DS-3 SPOT frames. AT&T would welcome a change in Qwest's position on the requirement that 911 trunks pass through a SPOT/ICDF frame, but did not believe that that change had occurred at the time of the filing. *Id.* at page 19.
174. AT&T stated that Qwest has established inadequate processes for implementing number portability that are causing customer impacting errors that affect the provisioning of 911 service. Specifically, if a customer moves to a CLEC and opts to keep his/her old telephone number, the number must be ported from the Qwest switch to the CLEC switch. In some situations, Qwest is: (1) not properly programming its switches to recognize that the number has been ported, or (2) is porting numbers and disconnecting the old service before the customer is ready or before the CLEC has established service to its switch. This can affect the ability of a 911 PSAP to return a call received from a CLEC customer. In another jurisdiction, AT&T agreed to defer this issue to Checklist

Item No. 11 and indicated a willingness to defer this issue to Checklist Item No. 11 in Colorado as well. *Id.* at pages 20, 21.

175. AT&T further stated that Qwest has failed in some instances to promptly program its switches to route calls to new CLEC prefixes (NXX codes assigned to CLEC switches and then to CLEC customers). When this happens, the 911 PSAP may not be able to call back a CLEC phone number in an emergency. *Id.* at page 21.
176. Numbering Plan Area (NPA) splits require CLECs to obtain new NXX codes in the new NPAs. AT&T reports that it had problems with Qwest failing to promptly provision new AT&T NXXs in a number of states during NPA splits, in which instances Qwest did not promptly program its switches to recognize new CLEC NXX codes with the resulting risk to 911 services. *Id.* at page 22.
177. Qwest has represented that it has implemented process changes that fix these problems. AT&T agreed to review data on Qwest performance on the PID NP-1 metric before resolving this issue unequivocally. AT&T reported that Qwest indicated that this measure would not be completed until June 2000, after which the results of this measure will be reviewed and audited as part of the ROC OSS Test. Therefore, AT&T recommended final approval on this checklist item in Colorado should be deferred until completion of the ROC performance review. *Id.* at page 22.
178. In another state, AT&T raised concerns that the Qwest SGAT did not provide nondiscriminatory access to the complete Qwest directory assistance list. Qwest proposed revisions to § 10.6.1.1 of its SGAT, which addressed this concern for AT&T in the Colorado SGAT. *Id.* at page 24.

179. AT&T had concerns that it would not have the same ability as Qwest to contact end users with non-published telephone numbers in emergency situations. Qwest amended § 10.6.2.10 of the SGAT to address this concern to AT&T's satisfaction. *Id.* at pages 24, 25.
180. AT&T had a concern that the SGAT prohibited CLECs from using the directory assistance list to respond to directory assistance calls from customers who are not local exchange end users. Qwest's modified SGAT § 10.6.2.1 to address this concern to AT&T's satisfaction. *Id.* at page 25.
181. AT&T expressed concern that SGAT § 10.6.2.5 was overly broad in its restrictions on the use of information that may be proprietary. In another state, Qwest stated under oath that SGAT § 5.16.4 provided exceptions to the use of proprietary information that would address AT&T's concerns. With this affirmation in Colorado, AT&T's concern would be satisfied. *Id.* at page 25.
182. AT&T stated that if Qwest makes the affirmations to the issues listed above and agrees to defer potential 911 problems during number porting to Checklist Item No. 11, all AT&T issues on this checklist item may be easily resolved. *Id.* at pages 23, 26.
183. On May 8, 2000, WorldCom filed comments concerning Checklist Item No. 7. *Exhibit 1-WCom-K*. WorldCom commented that some underlying documentation may still require use of a SPOT frame. The SGAT, WorldCom stated, does not necessarily require the use of a SPOT frame. However, if the underlying manuals are not consistent with the SGAT, then competing carriers and Qwest personnel, not otherwise familiar with the SGAT, may require the use of a SPOT frame if manuals still show a requirement for such a frame.

WorldCom recognized that Qwest is updating its underlying documentation to conform with the terms and conditions found in its SGAT and deferred further comment until subsequent meetings. *Id.* at page 3.

184. Also contained in WorldCom's May 8, 2000, comments was a discussion under the header of Checklist Item No. 10. Because of the section reference, § 10.6.2.1, and the issue discussed, Staff is interpreting this to actually be an issue under Checklist Item No. 7. WorldCom had the following specific comments regarding this SGAT language:

Section 10.6.2.1 states that the information is "solely for the purpose of providing Directory Assistance Service to its local exchange end user customers or for other incidental use for other carriers customers. . . ." It was not clear to WorldCom whether the "incidental use" language is sufficient to allow a CLEC to provide national and long distance directory assistance service.

Id. at pages 5.

4. Qwest's Response

185. On May 22, 2000, Qwest witness Margaret S. Bumgarner filed a rebuttal affidavit concerning 911 and E911 services. *Exhibit 1-USWC-B*. She cited the four purported reasons why AT&T believes Qwest fails to satisfy Checklist Item No. 7(I). These reasons were provided in preceding paragraphs of this report and will not be repeated herein. She also cited WorldCom's comment on the first issue raised by AT&T involving intermediate distribution frames and stated that the joint commentators indicate concurrence with WorldCom's comments with regard to these issues. *Id.* at page 2.
186. In response to the four AT&T issues, Qwest stated that it does not require CLECs to use an ICDF to access or obtain 911/E911 service. Qwest acknowledged that the ICDF is an

intermediate frame in central offices that CLECs can use to interconnect to Qwest's network. However, they are not required to use an intermediate frame such as the ICDF to obtain 911/E911 service in Colorado or anywhere else in Qwest's 14-state region. In the past, Qwest did advocate the use of an intermediate frame as the sole means by which to provision CLEC interconnection arrangements. However, Qwest changed this advocacy long ago. *Id.* at page 7.

187. The FCC's *First Advanced Services Order* became effective May 13, 1999, and allows CLECs to use direct connections for interconnection arrangements, if technically feasible. *First Advanced Services Order* at ¶ 42. In accordance with this order, Qwest made direct connections available to CLECs through its SGAT §§ 8.2.1.24–8.2.1.26, which read, in part, as follows:

Qwest will provide CLEC the same connection to the network as Qwest uses for provision of services to Qwest end users. The direct connection to Qwest's network is provided to CLEC through direct use of Qwest's existing cross connection network. CLEC and Qwest will share the same distributing frames for similar types and speeds of equipment, where technically feasible and space permitting.

CLEC terminations will be placed on the appropriate Qwest cross connection frames using standard engineering principals. CLEC terminations will share frames base with Qwest terminations on Qwest frames without a requirement for an intermediate devise, such as a single point (SPOT) frame, and without direct access to the COSMIC or MDF. This provides a clear and logical demarcation point for Qwest and CLEC.

Exhibit 1-USWC-B at page 8.

188. Although Qwest no longer requires CLECs to interconnect through an ICDF frame, Qwest still permits CLECs who wish to interconnect through an ICDF, to do so.

189. Qwest addressed AT&T's assertion that intermediate frames create an additional point of failure and may possibly cause some 911 failures. Qwest reviewed the entire circuit history for all of AT&T's 911 circuits in Colorado since they were installed and found that there have been no trouble reports on any of these 911 circuits. Thus, there are no trouble report data to support a conclusion that intermediate frames add an additional point of failure. *Id.* at page 9.
190. Qwest referred to WorldCom's comment that, as part of the § 271 workshop process in another state, AT&T, WorldCom, and Qwest had been meeting to discuss the documentation Qwest provides to CLECs and Qwest's personnel for interconnection to Qwest's network. As a result of one of the most recent meetings, Qwest developed an additional document in its IRRG for CLECs which provides a step-by-step reference guide for ordering and provisioning of direct connections and provides diagrams of direct connection interconnection options available to CLECs. Qwest also provided additional CLEC documentation and internal Qwest operations manuals which clarify interconnection arrangements for direct connections to WorldCom and AT&T for their review and concurrence. *Id.* at page 10.
191. Qwest provides special protection for all 911/E911 circuits, whether the circuits are for Qwest, CLECs, or other incumbent LECs. In fact, Qwest has protected 911/E911 circuits for other ILECs for many years. Processes are explained and documented to ensure the integrity and protection of 911 circuits used by CLECs. Proprietary Exhibit MSB-7.4 is a copy of Qwest's regional practice for protecting special circuits, which include 911/E911 services, and a recent letter that was sent to the Qwest's operations groups to reinforce providing protection for all 911/E911 circuits. *Id.* at page 11.

192. Qwest's witness stated that the alleged "problems" associated with local number portability (LNP) that AT&T raises are speculative at best. AT&T's claim is that a serious problem could arise during the LNP process if Qwest improperly programmed a switch or disconnected service before the CLEC had provided its own dial tone. For this problem to occur, three rare circumstances would be required at the same time--an unlikely scenario. First, AT&T's comments assume the unlikely event that the PSAP needs to return a call. Second, the PSAP's own phone service would have to be served by the specific donor switch from which the customer ported its number. Third, this possible need for the PSAP to return a call to a 911 caller would have to occur during the time when the portability capability had not been activated in that specific donor switch. This is a speculative set of circumstances. *Id.* at page 12.
193. Qwest is not aware of any trouble reports or complaints by PSAPs to its 911 center or its 911 manager for Colorado about their inability to call back to customers due to number portability problems. *Id.* at page 13.
194. In another state workshop it was determined that this was not really a problem of provisioning access to 911/E911. It is an alleged problem about whether number portability has been activated properly. It was agreed in the other state that this issue would be addressed in the number portability workshop (Checklist Item No. 11) and that the performance measures for number portability would determine whether it was being provisioned appropriately. Qwest supports that recommendation. AT&T did not identify any specific instance in which this alleged problem has occurred in Colorado. *Id.* at page 13.

195. Qwest's witness stated that the alleged problems associated with provisioning of CLEC NXX codes that AT&T raises are speculative as well. Qwest has processes in place to provision all new NXX codes prior to the effective date. Additional monitoring has been put in place to track the completion of the individual switch translations that activate NXX codes and ensure that Qwest is activating NXX codes in a timely manner. *Id.* at page 14.
196. Qwest did not agree with AT&T's recommendation that final approval of the checklist item for access to 911/E911 services be deferred until completion of the ROC performance measure review for PID NP-1, which is the performance measure for Checklist Item No. 9 for Numbering Administration. Approval for Checklist Item No. 7(I) for access to 911/E911 service should be based on the 15 performance measures developed by the ROC for 911/E911 service. *Id.* at page 16.
197. Qwest's witness stated that in summary, in accordance with the requirements of the Act and FCC rules, Qwest provides CLECs nondiscriminatory access to Basic and Enhanced 911 services. Qwest has legally binding commitments to make nondiscriminatory access available to CLECs for 911 and E911 services through Commission-approved interconnection agreements in Colorado and through the SGAT. Of the four issues raised by AT&T regarding this checklist item, only one is an open issue in another state. This open issue involves the adequacy of documentation for provision of direct connections from a collocated CLEC's space to Qwest's network without the use of an intermediate frame. This issue is close to being resolved through the collaborative work with AT&T and WorldCom for another state workshop on this checklist item. The ROC has developed performance measures for access to 911/E911 services, and its testing will

verify that Qwest is providing parity of access to CLECs compared to the access Qwest provides itself. Therefore, Qwest believes the Commission should recommend that Qwest meets the requirements of Checklist Item No. 7(I). *Id.* at pages 16, 17.

198. On May 22, 2000, Qwest witness Lori A. Simpson filed a rebuttal response to AT&T's comments concerning access to directory assistance. *Exhibit 1-USWC-E*. AT&T had expressed a concern that SGAT § 10.6.2.5 was "overly broad in its restrictions on the use of information that may be proprietary," and AT&T did not wish to be restricted from using proprietary information it obtained from a "different source." *Exhibit 1-ATT-J*. Ms. Simpson stated that this is not an issue, as the matter was settled to AT&T's satisfaction in another state workshop, as AT&T itself noted in its Colorado comments. She further stated that SGAT § 5.16.4 is sufficient to cover AT&T's expressed concerns and states in part, as follows:

Unless otherwise agreed, the obligations of confidentiality and non-use set forth in this agreement do not apply to such Proprietary Information as:

- (a) was at the time of receipt already known to the receiving Party to be free of any obligation to keep it confidential as evidenced by written records prepared prior to delivery by the disclosing Party; or
- (b) is or becomes publicly known through no wrongful act of the receiving Party; or
- (c) is rightfully received from a third person having no direct or indirect secrecy or confidentiality obligation to the disclosing Party with respect to such information; or
- (d) is independently developed by an employee, agent, or contractor of the receiving Party which individual is not involved in any manner with the provision of services pursuant to the Agreement and does not have any direct or indirect access to the Proprietary Information; or
- (e) is disclosed to a third Party by the disclosing Party without similar restrictions on such third person's rights; or

- (f) is approved for release by written authorization of the disclosing Party; or
- (g) is required to be made public by the receiving Party pursuant to applicable law or regulation provided that the receiving Party shall give sufficient notice of the requirement to the disclosing Party to enable the disclosing Party to seek protective orders.

Exhibit 1-USWC-E at page 3.

199. Since the language of this section of the SGAT clearly allows the use of information independently developed by someone not involved with the provision of services pursuant to the SGAT and who does not have any direct or indirect access to the proprietary information, and the language of this section of the SGAT expressly modifies all other non-disclosure provisions of the SGAT concerning use of proprietary information, Qwest believes the plain language of the SGAT is sufficient to address AT&T's concerns without repeated affirmations from Qwest. Therefore, Qwest believes that it satisfies the requirements of Checklist Item No. 7(II). *Id.* at pages 3, 4.
200. Because six months had elapsed since the initial affidavit was filed in this Colorado proceeding, Qwest provided updated information concerning the volume of directory assistance service provided to the Colorado CLECs. Qwest currently provides directory assistance and operator services to 20 reseller CLECs' end users over more than 72,500 resold local exchange lines in Colorado. In addition, Qwest provides directory assistance service to end users of seven facilities-based CLECs, and Qwest provides operator services to end users of six facilities-based CLECs in Colorado. *Id.* at page 4.
201. For the reasons cited above, Qwest believes that it currently satisfies, and will continue to satisfy, the demand for directory assistance and operator services for Colorado CLECs,

and is prepared to meet reasonable and foreseeable future demand for these services. *Id.* at page 4.

5. Principal Workshop Discussions and Resolution

202. Nine issues concerning Checklist Item No. 7 carried forward from the first session of Workshop 1 to the second session. A synopsis of each of these issues is provided in Appendix A.

203. The open issues were:

<u>Issue ID No.</u>	<u>Subject</u>
7-1	SGAT provisions concerning multiple trunking requirements to 911/E911 central offices.
7-2	SGAT provisions and underlying documentation regarding the use of intermediate or SPOT frames for access to 911/E911 services (this issue was also raised in conjunction with access to signaling and call-related databases).
7-3	Placeholder. No further action necessary.
7-4	Does Qwest receive warranties from third parties regarding the accuracy of information?
7-5	If Qwest receives accuracy warranties, are they transferrable to CLECs?
7-6	SGAT provisions regarding licensing to CLECs of directory assistance database information.
7-7	Specific SGAT references to Qwest's 911/E911 database vendor.
7-8	Frequency of Qwest and CLEC updates to directory assistance database information.
7-9	SGAT provisions regarding the allowable use of directory assistance information by Qwest and CLECs.

204. **Workshop Issue ID Nos. 7-1, 7-3, 7-4, 7-5, and 7-7:** By the conclusion of the second session of Workshop 1 on June 30, 2000, Issue ID Nos. 7-1, 7-4, 7-5, and 7-7 were closed by mutual agreement. Issue 7-3 was a placeholder for which no action was necessary; therefore, this issue is also considered closed. (*Tr 6/29/00* at pages 51-62, 66-72).

205. **Workshop Issue ID Nos. 7-2 and 10-7:** Issue ID No. 7-2, which addressed the disagreement concerning the use of intermediate or SPOT frames, was combined with Issue ID No. 10-7. AT&T, Qwest, and WorldCom agreed to review this off-line and to develop a written stipulation concerning its resolution. This stipulation, which centered

around the Qwest documentation for the provision of direct connection for 911 and signaling, stated that Commission Staff, Qwest, WorldCom, on behalf of its regulated subsidiaries, and AT&T (including TCG Colorado), based on the revised direct connection documentation submitted to AT&T, WorldCom, and Staff, and made available to all other parties, by Qwest on July 26, 2000, agree and stipulate that Issue ID Nos. 7-2 and 10-7 have been satisfactorily addressed by Qwest and should be closed. (*Tr* 8/2/00 at pages 3-5).

206. **Workshop Issue ID No. 7-6:** AT&T and WorldCom submitted a joint statement on July 21, 2000, concerning Issue ID No. 7-6. This issue centered on §§ 10.4.2.4, 10.5.1.1.2, and 10.6.2.1 of the Qwest SGAT, which state that Qwest and CLECs (§ 10.4.2.4) will grant one another “licenses” to use end user listings and the directory assistance list information. They recommended revisions to the three SGAT sections cited herein.
207. Qwest responded on July 21, 2000, expressing the position that WorldCom’s objection to the term “license” in the directory assistance provisions of the SGAT was unfounded, unsupported, and irrelevant to this proceeding. However, Qwest, WorldCom, and AT&T subsequently agreed to revisions to §§ 10.4.2.4, 10.5.1.1.2, and 10.6.2.1 of the SGAT that were set forth in *Exhibit 1-USWC-68*. This agreement was confirmed, and the issue was subsequently closed. (*Tr* 8/1/00 at pages 44-47 and *Tr* 8/2/00 at pages 15-17.)
208. **Workshop Issue ID Nos. 7-8 and 7-9:** Similarly, the parties reached agreement on language which resolved Issue ID Nos. 7-8 and 7-9. This language appears in SGAT §§ 10.5.2.10 and 10.6.2.2; and §§ 10.6.2.2.3, 10.5.2.11, and 10.4.2.5 are also found in

Exhibit 1-USWC-68. These issues also were subsequently closed. (*Tr 6/29/00 at pages 90-94, Tr 8/1/00 at page 49.*)

6. Staff Compliance Assessment

209. Based on the testimony, comments, exhibits submitted, and workshop discussions, and contingent upon Qwest's satisfactory performance in the ROC OSS Test, Qwest has otherwise demonstrated that it makes available to CLECs nondiscriminatory access to 911 and E911 services and to directory assistance and operator services, the elements of Checklist Item No. 7.
210. Qwest has demonstrated that it provides competitors access to 911 and E911 services in the same manner that it obtains such access, maintains the 911/E911 database for CLECs with the same accuracy and reliability that it maintains the database for its own customers, provides facilities-based competitors with interconnection through the use of dedicated trunks from the requesting carrier's switching facilities to the applicable 911/E911 control office at parity with what Qwest provides to itself, and provides facilities-based competitors unbundled access to its 911/E911 database at parity with what it provides to itself.
211. Qwest has demonstrated that it permits competing providers to have access to operator services and directory assistance that is equal in quality to the access that Qwest provides to itself, and allows competing carriers to download all the information in Qwest's directory assistance database and to access specific listings on a "per-dip" query basis. Where technically feasible, Qwest makes available unbranded or rebranded operator

services/directory assistance services to competing carriers through its own operator services/directory assistance platform.

212. This assessment will be reviewed in the context of Qwest's performance against those performance measurements established in the ROC OSS Test to assure that Qwest continues to provide nondiscriminatory access as described herein. These directly related performance measurements include: PIDs DA-1, DA-2, OS-1, OS-2, NP-1, and other possible ROC performance measures. The Commission will also review these conclusions based on consideration of Colorado-specific or other commercial usage experience.

C. CHECKLIST ITEM NO. 8 – WHITE PAGES DIRECTORY LISTINGS

1. FCC Requirements

213. Section 271(c)(2)(B)(viii) of the Act states that access or interconnection provided or generally offered by a BOC must include "white pages directory listings for customers of the other carrier's telephone exchange service."
214. In the *Second BellSouth Louisiana Order* the FCC stated that "consistent with the [FCC's] interpretation of 'directory listing' as used in section 251(b)(3), the term 'white pages' in § 271(c)(2)(B)(viii) refers to the local alphabetical directory that includes, the residential and business listings of the customers of the local exchange provider. We further conclude that the term 'directory listing,' as used in this section, includes, at a minimum, the subscriber's name, address, telephone number, or any combination thereof." *Id.* at ¶ 255.
215. The FCC also concluded that to meet this obligation, a BOC must demonstrate that it provides: (1) nondiscriminatory appearance and integration of white page listings to customers of competitive LECs, and (2) white page listings for competitors' customers with the same accuracy and reliability that it provides its own customers. *Id.* at ¶ 256, 257.
216. "Inherent in the obligation to provide a white pages directory listing in a non-discriminatory fashion is the requirement that the listing the BOC provides to a competitor's customers is identical to, and fully integrated with, the BOC's customers' listings." *Id.* at ¶ 256. By "identical," the FCC was referring to factors such as the size,

font, and typeface of the listing. Its use of the term “fully integrated” was intended to mean that the BOC should not separate the competing carrier’s listings from its own customers.

2. Qwest’s Position

217. On November 30, 1999, Qwest witness Lori A. Simpson provided direct testimony stating that Qwest had met the requirements of Checklist Item No. 8. Ms. Simpson stated that Qwest has satisfied the requirements of the Act for white pages directory listings that are prerequisites for Qwest’s entry into the in-region, interLATA long distance market in Colorado. *Exhibit 1-USWC-D* at page 2.
218. Qwest meets the requirements in Colorado that it be legally bound to provide this checklist item through its SGAT and through its Commission-approved interconnection and resale agreements. *Id.* at page 2.
219. Qwest’s listing service includes: (1) updating Qwest’s directory assistance database to include CLEC end user listings; (2) updating Qwest’s listings database to include CLEC end user listings records; and (3) furnishing directory publishers with CLEC end user listings contained in the Qwest listings database for publication in local white pages directories. *Id.* at page 3.
220. Further, § 251(b)(3) requires local exchange carriers including Qwest to permit competing providers to have nondiscriminatory access to directory listings with no unreasonable dialing delays. Qwest provides nondiscriminatory access to white pages

listings through the terms and conditions of the proposed SGAT and its Commission approved resale and interconnection agreements. *Id.* at page 2.

221. Qwest offers several types of listings, including primary listings (telephone subscriber's name, address, and telephone number); premium listings (includes, but is not limited to, additional listings for other household or business members, cross reference listings, and listings from other cities); and privacy listings (includes non-listed and non-published listings). *Id.* at pages 28, 29.

222. Primary listings are provided at no charge and are addressed in Qwest's SGAT § 10.4.2.1, which states:

CLEC will provide in standard, mechanized format, and Qwest will accept at no charge, one primary listing for each main telephone number belonging to CLEC's end users. Primary listings are defined in Qwest general exchange tariffs.

Id. at page 29.

223. Premium and privacy listings are offered to CLECs at the retail rate, less the applicable wholesale discount, as set forth in Qwest's SGAT § 10.4.2.2, which states:

CLEC will be charged for premium and privacy listings (e.g., additional, foreign, cross reference) at Qwest's General Exchange listing Tariff rates, less the wholesale discount, as described in Exhibit A. Primary listings and other types of listings are defined in the Qwest General Exchange Tariffs.

Id. at page 29.

224. Qwest integrates CLEC end user listings with Qwest, other CLECs, and independent telephone company listings in Qwest's listings database. With the CLEC's permission, Qwest provides these integrated listings to Qwest DEX, Qwest's official directory

publisher, and to other directory publishers for the purpose of publishing white pages directories. Qwest complies with the FCC requirement to provide CLECs with white page listings that are non-discriminatory in appearance and integration, as stated in its SGAT at § 10.4.2.8:

Qwest provides non-discriminatory appearance and integration of white page listings for all CLEC's and Qwest's end users. All requests for white pages directory listings, whether CLEC or Qwest end users, follow the same processes for entry into the listings database.

Exhibit 1-USWC-D at page 30.

225. The FCC further requires Qwest to provide CLEC listings in the same font and size as Qwest listings, without any separate classification for CLEC listings. *Second BellSouth Louisiana Order* at ¶ 256. Qwest satisfies this requirement as stated in SGAT § 10.4.2.10:

CLEC white page listings will be in the same font and size as listings for Qwest end users, and will not be separately classified.

Id. at page 30.

226. The FCC requires Qwest to provide CLECs with white page listings that are as accurate and reliable as the white pages listings Qwest provides to its own end users. The FCC also requires Qwest to have procedures that minimize the potential for errors in the listings provided to CLECs. *Second BellSouth Louisiana Order* at ¶ 257. Qwest provides CLECs' white pages listings with the same accuracy and reliability with which it provides its own end users' listings. Qwest accomplishes by using the same procedures for Qwest and CLEC listings. Qwest's proposed SGAT § 10.4.2.5 declares:

CLEC end user listings will be treated the same as Qwest's end user listings. . . .

The SGAT also provides in § 10.4.2.11:

Qwest processes for publication of white pages directory listings will make no distinction between CLEC and Qwest subscribers. CLEC listings will be provided with the same accuracy and reliability as Qwest's end user listings. Qwest will ensure CLEC listings provided to Qwest are included in the white pages directory published on Qwest's behalf using the same methods and procedures, and under the same terms and conditions, as Qwest uses for its own end user listings.

Exhibit 1-USWC-D at page 31.

227. Qwest has entered more than 61,000 listings for Colorado facilities-based and reseller CLECs into Qwest's listings database. Qwest submits daily files containing non-private CLEC, independent company, and Qwest listings to its directory publishers for inclusion in white pages directories. *Id.* at page 30.
228. Qwest provides extensive, detailed in-person listings training for CLEC, at no charge. In addition, detailed training materials are provided to CLECs at no charge. To ensure nondiscriminatory treatment of CLEC listings, the same personnel, systems, databases, materials, and procedures are used for Qwest and CLEC listings. *Id.* at page 32.
229. Finally, Qwest provides for delivery of directories to CLEC end users on the same terms and conditions as directories delivered to Qwest end users. Section 10.4.2.12 of the SGAT provides that:

Qwest shall ensure that its third party publisher distributes appropriate alphabetical and classified directories (white and yellow pages) and recycling services to CLEC end users at parity with Qwest end users, including providing directories a) upon establishment of new service; b) during annual mass distribution; and c) upon end user request.

Id. at page 34.

3. Competitors' Positions

230. On May 8, 2000, AT&T submitted comments on three Checklist Item No. 8 issues. The three issues included: (1) the inclusion of assurances that Qwest's affiliate, DEX, which actually publishes the listings, would be bound by the SGAT to publish the CLEC listings in a nondiscriminatory manner; (2) the desire for Qwest to affirm that the same processes and procedures which Qwest uses in processing CLEC listings used in another state are used in Colorado; and (3) the status of the database PIDs DB-1 (Time to Update Databases) and DB-2 (Accuracy of Database Updates). *Exhibit I-ATT-J* at page 49.
231. In comments, dated May 8, 2000, WorldCom stated that whether Qwest meets the requirements of Checklist Item No. 8 must be conditioned on whether Qwest meets the relevant performance measurements on directory listings, specifically, PIDs DB-1, and DB-2. *Exhibit I-WCom-K*, page 3.

4. Qwest's Response

232. Qwest's response was provided during the workshop discussions as described below.

5. Principal Workshop Discussions and Resolution

233. During Workshop 1, Checklist Item No. 8 was debated primarily amongst Qwest, AT&T, and WorldCom. Other participants included Rhythms Links, ICG, McLeodUSA, and the representative of the joint group of intervenors (Rhythms, JATO, and Level 3), as well as Colorado PUC Staff and representatives of the Office of Consumer Counsel. In this workshop Qwest addressed issues raised by the competitors.
234. During Workshop 1, conducted during the period June 6-8, 2000, Qwest witness Lori A. Simpson provided testimony stating that Qwest had met the requirements of Checklist Item No. 8. *Exhibit 1-USWC-E*, May 22, 2000. Qwest is required under the Act to provide white pages directory listings for competitive local exchange carriers' end users. Qwest is also legally bound to do that under its SGAT and Commission-approved interconnection agreements in the State of Colorado. Ms. Simpson stated that Qwest provides listings that are nondiscriminatory in appearance and integration. Qwest currently provides more than 55,300 white pages directory listings for CLECs in Colorado. *Id.* at page 12.
235. With respect to the issue that Qwest include language in the SGAT wherein Qwest would provide a warranty that its directory publisher affiliate would provide nondiscriminatory listings for CLECs, Qwest stated that this language was now included in § 10.4.2.24 of the Colorado SGAT, a fact that was acknowledged by AT&T in its written comments. *Id.* at page 6.

236. With respect to the issue of nondiscriminatory treatment of CLEC listings by Qwest, it was stated that the Colorado SGAT provides fully for nondiscriminatory treatment of CLEC listings. Specifically, § 10.4.2.11 of the SGAT provides:

Qwest processes for publication of white pages directory listings will make no distinction between CLEC and Qwest subscribers. CLEC listings will be provided with the same accuracy and reliability as Qwest's end users listings. Qwest will ensure that the CLEC listings provided to Qwest are included in the white pages directory published on Qwest's behalf, using the same methods and procedures and under the same terms and conditions as Qwest uses for its own end user listings.

Exhibit 1-USWC-E at page 8.

237. Qwest provides CLEC listings in the same font and size as Qwest listings. *See* §§ 10.4.2.8 and 10.4.2.10 of the SGAT, respectively. Qwest presented as an exhibit (*Exhibit 1-USWC-2*) a page from its white page listings, which included CLEC listings, to demonstrate that the listings were indistinguishable from one another. Additionally, CLEC white page listings are not separately classified. CLEC and Qwest end user listings are commingled in the Qwest listings database. Section 10.4.2.10 of the SGAT states:

CLEC white pages listings will be in the same font and size as listings for Qwest end users, and will not be separately classified.

Exhibit 1-USWC-D at page 30.

238. With respect to the issue of whether Qwest's process for correcting CLEC errors in CLEC listings is identical to the process used in Qwest's retail operations, Qwest stated that it makes extensive efforts to provide CLECs with listings reports so that they can review and correct their listings prior to the publication in the white pages directory.

There is no comparable process in Qwest's retail operations for systematic reviews of end user listings prior to publication in the white pages directory. *Exhibit 1-USWC-E* at pages 10-12.

239. There were two workshop discussion issues:

<u>Issue ID No.</u>	<u>Subject</u>
8-1	Confirmation that the calling guide pages of the directory do, in fact, direct customers to call the provider of their telephone services.
8-2	Amend SGAT provisions to reflect the obligation of Qwest to provide appropriate language in the directory calling guide pages regarding issue 8-1 and Colorado PUC rules.

240. **Workshop Issue ID Nos. 8-1 and 8-2:** During workshop discussions, Issue ID No. 8-1 was resolved and closed by Qwest producing calling guide pages from the current directory that demonstrated that customers were directed to call the provider of their telephone service. Issue ID No. 8-2 was also resolved by the inclusion in SGAT of §§ 10.4.2.25 and 10.4.2.26, agreed upon language concerning the requirement for and content of customer calling guide pages information for Qwest and CLECs.

241. At the close of the Workshop 1 discussions concerning Checklist Item No. 8, it was concluded and agreed by all workshop participants that Qwest is compliant with Checklist Item No. 8. This conclusion is subject to satisfactory results of the ROC OSS Test of Qwest's performance related to PIDs DB-1 and DB-2 and to actual commercial usage experience.

6. Staff Compliance Assessment

242. Based upon the testimony, comments, exhibits submitted, and workshop discussions, and contingent upon Qwest's satisfactory performance in the ROC OCC Test, Qwest has otherwise demonstrated that it makes available to the CLECs nondiscriminatory access to white page directory listings. Qwest has demonstrated that it provides nondiscriminatory appearance and integration of white pages listings to CLEC customers and that it provides these listings with the same accuracy and reliability that it provides its own customers. Qwest also has demonstrated that the provision of CLEC's customers' listings is identical to and fully integrated with Qwest's retail customer listings.
243. The finding that Qwest meets the requirements of Checklist Item No. 8 will be subject to re-evaluation if the company fails to meet the relevant ROC OSS Test performance measurements on directory listings, specifically PIDs DB-1 and DB-2 and other possible measurements that may be considered by the ROC. The Commission will also review this assessment based on consideration of Colorado-specific or other commercial usage experience.

D. CHECKLIST ITEM NO. 9 – NUMBERING ADMINISTRATION

1. FCC Requirements

244. Section 271(c)(2)(B)(ix) of the Act requires a § 271 applicant to provide “non-discriminatory access to telephone numbers for assignment to competing carriers' telephone exchange service customers” until “the date by which telecommunications numbering administration guidelines, plans, or rules are established.” After that date, the BOC is required to comply with such guidelines, plans, or rules.
245. On July 13, 1995, the FCC ordered that numbering administration for area codes and prefixes be centralized at the national level and transferred to an independent third-party administrator. *NANP Order* at ¶ 73
246. Prior to the September 1, 1998, transfer of these responsibilities to Lockheed-Martin IMS and subsequently NeuStar, Inc. (NeuStar), the FCC interpreted the requirements of § 251(b)(3) to mean that a LEC providing telephone numbers had to provide competitive providers access to numbers identical to the access that the LEC provided to itself. *Local Competition Second Report and Order* at ¶ 344. The FCC also required, prior to the transfer of numbering administration responsibilities, that the ILEC “not unduly favor or disfavor any particular telecommunications industry segment or group of telecommunications consumers.” *See 47 C.F.R. Section 52.9(a)(2)*. The FCC established two requirements for ILECs that administered central office codes prior to transfer: (1) charge uniform fees and (2) apply identical standard assignment procedures. *See 47 C.F.R. Section 52.15(c)*.

247. After the transfer, Qwest must demonstrate that it adheres to industry numbering administration guidelines and Commission rules, including provisions which require accurate reporting of data to the Code Administrator. *Bell Atlantic New York Order* at ¶ 363.

2. Qwest's Position

248. On November 30, 1999, Qwest witness Margaret S. Bumgarner provided direct testimony stating that Qwest had met the requirements of Checklist Item No. 9. *Exhibit 1-USWC-A*. Pursuant to the Act, the FCC established its requirements for provision of non-discriminatory access to telephone numbers and established a transition to transfer numbering administration functions to an independent third-party administrator. For Qwest this checklist requirement effectively expired September 1, 1998, with the FCC's transfer of numbering administration responsibilities to NeuStar. Therefore, Qwest is no longer the numbering administrator in its region. *Id.* at page 30.
249. Ms. Bumgarner testified that Qwest is no longer responsible for central office number administration. Prior to the September 1, 1998, transfer of the numbering administration responsibilities to NeuStar, Qwest provided nondiscriminatory access to telephone numbers for assignment by CLECs in compliance with the Act and FCC rules. Qwest met the FCC's two requirements by: (1) not charging any fees for the assignment or use of central office codes; and (2) using the industry's central office code assignment guidelines and forms as the uniform standards and procedures to process NXX code requests and assignment of those codes. Qwest applied the same guidelines and procedures for requests for NXX codes whether the request originated from Qwest or a

CLEC. These are the same guidelines and forms now used by NeuStar to process NXX code requests. *Id.* at pages 32, 39.

250. Further, according to Qwest, prior to the transfer it assigned all CLEC NXX codes, except one, within ten working days of the date of receipt of a request, as required by § 5.2.2 of the industry's guidelines⁶. During the 12 months prior to the FCC's transfer of these functions to the new administrator, Qwest averaged 4.95 days to assign 84 NXX codes for the CLECs and averaged 3.77 days to assign 39 NXX codes to itself. *Exhibit 1-USWC-A* at page 33.

251. In addition, Qwest has put processes in place to ensure that NXX codes are activated in a nondiscriminatory and timely manner, in accordance with industry guidelines. Qwest is currently developing a performance measurement for NXX code activations referred to as PID NP-1. *Id.* at pages 33, 34.

252. Qwest stated that it will continue to comply with the industry guidelines and FCC rules in working with the current numbering administrator, NeuStar. As stated in SGAT § 13.2⁷:

North American Numbering Plan (NANPA) administration has now transitioned to NeuStar. Both parties agree to comply with industry guidelines and commission rules, including those sections requiring the accurate reporting data to the NANPA.

Id. at page 34.

⁶ *Industry Numbering Committee (Inc.) 95-0407-008*.

⁷ Qwest relies, in part, upon SGAT §§ 4.41, 4.42, 13.0-13.5 to comply with Checklist Item No. 9.

3. Competitors' Positions

253. On May 8, 2000, AT&T filed comments on Checklist Item No. 9. *Exhibit 1-ATT-J*. In this filing AT&T raised three issues that it had raised in another state that pertain to Qwest's compliance with Checklist Item No. 9: (a) Qwest's Local Routing Number (LRN) Policy; (b) the improper re-assignment of telephone numbers; (c) Qwest's processes for loading CLEC NXX prefixes in Qwest switches. *Id.* at page 32.
254. AT&T claimed that Qwest was not abiding by national standard policies that govern number administration. It also stated that Qwest was not acting in the best interest of Colorado with respect to the efficient use and conservation of numbers, because Qwest had adopted a policy for forcing CLECs to request large numbers of new NXX prefixes. This policy imposes unnecessary costs and delays on CLECs and dramatically increases the likelihood of number exhaust in Colorado. AT&T stated it had raised this LRN assignment policy with Qwest over the last year, as well as with the Colorado Numbering Task Force. *Id.* at page 33.
255. AT&T quoted the Industry Numbering Committee (INC) Location Routing Number Assignment Practices, INC-0713-027, issued July 13, 1998, paragraph 2, as follows:
- A unique LRN may be assigned to every LNP equipped switch (and potentially to each CLLI listed in the LERG). The service provider should select and assign one (1) LRN per LATA within their switch coverage area.
- Id.* at page 34.
256. AT&T stated that Qwest was clearly not in compliance with the primary requirement of this guideline, because Qwest requires CLECs to obtain one LRN per Qwest rate center

for each CLEC switch rather than one LRN per LATA for each CLEC switch. *Id.* at page 34.

257. AT&T's second issue in Colorado concerns the administration of numbers after a number is ported to a CLEC. After porting CLEC numbers, Qwest is sometimes reassigning these numbers to new Qwest customers. This duplicate assignment of numbers causes great confusion and problems for the CLEC and its customers, as well as the affected Qwest customers. *Id.* at page 36.
258. The third issue AT&T raised concerns Qwest's process for administering and provisioning CLEC NXX prefixes in Qwest switches. When a CLEC requires a new NXX prefix for one of its switches, Qwest must program all Qwest switches to recognize the new NXX prefix. If this is not done, Qwest's customers will not be able to call any of the CLEC customers that use the new NXX. The CLEC customers can make outgoing calls, but cannot receive incoming calls from Qwest customers on the switches that are not programmed correctly. This problem could affect all calls, including call-back capability for 911/E911 calls. *Id.* at page 37.
259. WorldCom filed comments on May 8, 2000, concerning Checklist Item No. 9. *Exhibit 1-WCom-K*. WorldCom stated that whether Qwest meets the requirements of this checklist item must be conditioned upon whether it meets the relevant performance measurement, PID NP-1, and stated that any party must be permitted to challenge Qwest's compliance with Checklist Item No. 9 if it fails to meet the relevant performance measurement in the ROC OSS test. Finally, WorldCom had several specific comments regarding SGAT language in §§ 9.13.2.4.4, 9.14.2.2, and 9.17.2. These comments all provided language

which WorldCom recommended be added to the respective sections of the SGAT. *Id.* at pages 3, 4.

4. Qwest's Response

260. On May 22, 2000, Qwest witness Margaret S. Bumgarner filed rebuttal testimony (*Exhibit 1–USWC-B*) concerning the three AT&T issues related to: (1) Qwest's LRN Policy; (2) reassigned ported telephone numbers; and (3) provisioning of CLEC NXX codes. Her rebuttal testimony pointed out that WorldCom raised no new issues regarding this checklist item in its comments; however, it correctly noted that in another state the LRN and number reassignment issues were deferred to future workshops for Checklist Item Nos. 1 (Interconnection and Collocation) and 11 (Number Portability), respectively. Finally, this rebuttal testimony pointed out that the Joint Commentors concur with WorldCom's comments with regard to this checklist item. *Id.* at page 19.
261. Qwest pointed out in this rebuttal testimony that on January 14, 2000, it had informed all CLECs that, across its regions, it would allow one LRN per switch per LATA according to industry guidelines. It further pointed out that it was not aware of any additional LRNs that were necessary for AT&T to add since Qwest announced its January 14 policy change. *Id.* at page 19.
262. With respect to the AT&T claim that Qwest was experiencing problems with the reassignment or duplicate assignment of telephone numbers that were ported, Qwest stated that when it identified what was causing reassignment of some ported numbers in August 1999, it immediately took corrective action and put processes in place to prevent release of ported numbers into its number assignment system. Therefore, AT&T's claims

were no longer valid. Qwest explained that the reassignment arose when it was deploying a new system, called customer number (CNUM), for administering telephone numbers in its network. Qwest found that these numbers were not being marked correctly during the implementation of CNUM. Once Qwest identified the issue, it reported this to the vendor, who fixed the problem on October 3, 1999, as shown on proprietary Exhibit MSB-9.3, the vendor letter advising Qwest that the system problem had been corrected. *Id.* at page 20.

263. With respect to AT&T's concern that Qwest had a lingering problem associated with provisioning CLEC NXX codes, Qwest stated that it had implemented process changes to provision all new NXX codes prior to the effective date. Additional monitoring had been put in place to track the completion of the individual switch translations that activated NXX codes and assured that Qwest was activating NXX codes in a timely manner. It further stated that it had established a new performance measure through the ROC's collaborative process, PID NP-1, which measures the activation of NXX codes prior to the effective date. *Id.* at page 22.

264. In summary, Qwest stated that it is no longer the numbering administrator in its region, having transferred those functions to the new North American Numbering Plan Administrator (NANPA), NeuStar, on September 1, 1998. In accordance with FCC requirements, Qwest continues to comply with its guidelines, plans, and rules in accordance with its legal commitment.

5. Principal Workshop Discussions and Resolution

265. In *Decision No. R00-612-I* (June 5, 2000), the Commission ordered that LRN issues are deferred for consideration in the subsequent workshop on Checklist Item No. 1 and that number reassignment issues are deferred for consideration in the subsequent workshop on Checklist Item No. 11. *Id.* at page 35.
266. Workshop 1, commencing on June 6, 2000, included a discussion of Checklist Item No. 9. In this workshop Qwest reaffirmed that it no longer assigns central office codes to itself or to CLECs. It further stated that it has legally binding commitments for numbering administration in the SGAT and Commission-approved interconnection agreements and for continued compliance with the central office code assignment guidelines and the FCC's numbering rules, including the provision of data to the NANPA at NeuStar. It pointed out that the ROC has developed a new performance measure, PID NP-1, to measure the timely activation of NXX codes. Finally, it pointed out that two other state commissions have found that Qwest satisfies the requirements of this checklist item.
267. AT&T again raised the three issues from its testimony. WorldCom commented primarily on the wording of the SGAT. The joint commentors (Rhythms, JATO, and Level 3) indicated concurrence with WorldCom's comments. The first issue raised by AT&T, regarding Qwest's policy concerning LRN, has been deferred to the workshop which will consider Checklist Item No. 1 (Interconnection and Collocation). The issue concerning the reassignment of phone numbers for users when they switch to a CLEC from Qwest has been deferred to the workshop for Checklist Item No. 11 (Local Number Portability).

The third issue, that of implementation of new CLEC NXX prefixes, will be addressed following assessment of PID NP-1 in the ROC OSS Test.

268. AT&T raised an additional question concerning wording of the Qwest IRRG for which a policy statement does not appear in the SGAT. AT&T's concern is that in order to order Local Interconnection Service (LIS) the interconnector must be certified by the Colorado Public Utilities Commission to provide local services in Colorado, or in some portion thereof, and will have at least one NXX for each rate center used by Qwest. This clause has required AT&T to have unique NXXs for a single switch. This has actually held up ordering of trunks because, according to AT&T, it did not believe it needed multiple NXXs. AT&T stated that this seems to be a fairly significant policy issue that is not included in the SGAT.
269. Based on this, and with the issuance of the recent numbering optimization order from the FCC in Docket No. 99-200, Qwest agreed to review the SGAT to determine whether changes in this regard were necessary. It stated that it would bring back a recommendation at the future workshop on interconnection. Workshop Issue ID No. 9-1 was assigned to track activity on this topic. Section 13 of the SGAT was subsequently changed to conform with the FCC's numbering optimization order and to assure present and future compliance with industry guidelines and FCC rules. Based upon these SGAT changes, it was agreed by participants that Issue ID No. 9-1 was closed.
270. With the transfer of the two issues of concern to other checklist item workshops, agreement by Qwest to examine the SGAT for desired wording changes (which were subsequently made), and the resolution of remaining questions, all participants in

attendance at the workshop agreed that Qwest's compliance with Checklist Item No. 9 was not in dispute. It was agreed, however, that the finding that Qwest complies with Checklist Item No. 9 could be reconsidered by the Commission if relevant performance measures are not met by Qwest during the ROC OSS Test and/or if problems arose during actual commercial usage experience.

6. Staff Compliance Assessment

271. Based upon the testimony, comments, exhibits submitted, and workshop discussions; the deferral of two issues of concern to other checklist item workshops; and contingent upon Qwest's satisfactory performance in the ROC OSS Test, Qwest has otherwise demonstrated that it complies with Checklist Item No. 9. It provided nondiscriminatory access to telephone numbers for assignment to competing carriers' telephone exchange service customers until the date by which telecommunications numbering administration guidelines, plan, or rules were established by the FCC. Qwest is now in compliance with such guidelines, plans, or rules. The finding that Qwest meets the requirements of checklist Item No. 9 will be subject to re-evaluation if the company fails to meet the relevant ROC OSS Test performance measurement, specifically PID NP-1 and other possible measurements which may be considered by the ROC. The Commission will also review this assessment based on consideration of Colorado-specific or other commercial usage experience.

E. CHECKLIST ITEM NO. 10 – DATABASES AND ASSOCIATED SIGNALING

1. FCC Requirements

272. Section 271(c)(2)(B)(x) requires RBOCs to provide “non-discriminatory access to databases and associated signaling necessary for call routing and completion.” The Act also includes “databases [and] signaling systems . . . used in the transmission, routing or other provision of a telecommunications service” within the definition of the term “network element.” 47 U.S.C. § 153(29). In its *Local Competition First Report and Order*, the FCC interpreted the Act to require RBOCs to provide unbundled access to call-related databases and signaling systems as network elements. *Local Competition First Report and Order* at ¶¶ 479, 284. The FCC has required ILECs to provide unbundled access to the following call-related databases: the Line Information Database (LIDB), the Toll Free Calling database (8XX), the Local Number Portability database (LNP), the Advanced Intelligent Network database (AIN), calling-name database, and 911 and E911 databases. *Local Competition First Report and Order* at ¶¶ 407.
273. In the *Second BellSouth Louisiana Order*, the FCC required BellSouth to show that it provided requesting carriers with nondiscriminatory access to: “(1) signaling networks, including signaling links and signaling transfer points; (2) certain call-related databases necessary for call routing and completion, or in the alternative, a means of physical access to the signaling transfer point linked to the unbundled database; and (3) Service Management Systems (SMS).” *Second BellSouth Louisiana Order* at ¶ 267. The FCC also required BellSouth “to design, create, test, and deploy AIN-based services at the

SMS, through a service creation environment, that BellSouth creates to itself.” *Id.* at ¶ 272.

2. Qwest’s Position

274. On November 30, 1999, Qwest witness Margaret S. Bumgarner provided direct testimony stating that Qwest had met the requirements of Checklist Item No. 10 concerning databases and associated signaling. *Exhibit 1-USWC-A*. She stated that Qwest provides nondiscriminatory access to its signaling network and call-related databases including the Local Number Portability (LPN) database, the toll free service database (8XX), the Line Information Database (LIDB), the InterNetwork Calling Name (ICNAM) database, the emergency services E911 database, and the Advanced Intelligent Network (AIN) databases through the terms of its proposed SGAT, as well as the terms of Commission-approved interconnection agreements. *Id.* at page 4. She also stated that Qwest has provided access directly to several carriers operating in Colorado and to others through third-party signaling network (hub) providers. She further stated that Qwest’s pricing for signaling and access to call-related databases in its interconnection agreements and its proposed SGAT comply with the FCC pricing rules, as determined by the Colorado Commission in Docket No. 96S-331T. The terms and conditions for access to the Qwest signaling network are contained in the proposed SGAT in § 9.13 – Access to Signaling. *Id.* at page 38.

275. She stated that CLECs may also interconnect with Qwest’s signaling network to facilitate signaling to other carriers’ switches that are connected to Qwest’s signaling network and to gain access to Qwest’s call-related databases or to other providers’ databases. She

stated that terms and conditions for access to the AIN, LIDB, 8XX and Calling Name databases are contained in §§ 9.14, 9.15, 9.16, and 9.17, respectively, of the SGAT. Access to Qwest's number portability database is addressed in § 10.2 and is available pursuant to Qwest's Interstate Tariff, FCC Tariff No. 5, according to FCC requirements. Processes and procedures for access to Qwest's signaling network and call-related databases are documented for the CLECs in the IRRG. *Id.* at pages 38, 39.

276. The Qwest network consists of end office switches, tandem switches, and call-related databases. The Qwest network is interconnected with other networks, including the switches of interexchange carriers, other local exchange carriers and CLECs. Each of these switches and call-related databases, regardless of provider, can be considered a "node" on the Public Switched Telephone Network (PSTN). Each node in the PSTN must exchange information with other nodes to facilitate the completion of a local or long distance telephone call. The exchange of information between network nodes is referred to as signaling. *Id.* at pages 39, 40.
277. The signaling network facilitates communication between end office switches, tandem switches, interexchange carrier switches, CLEC switches, and other local exchange carrier switches for establishing voice grade trunk connections. The signaling network also facilitates communication between these switches and the various call-related databases that are associated with the signaling network. *Id.* at page 40.
278. Signaling on the PSTN is now almost universally performed through a separate signaling network, using the Signaling System 7 (SS7) protocol. The signaling network is a packet switched communication network that allows call control messages to be transported on a

dedicated high-speed data network that is separate and distinct from the voice communication network. The Qwest signaling network consists of the following components:

Signaling Links – Signaling links connect a network node, such as an end office, tandem, or call-related database to the signaling network.

Signal Transfer Point (STP) – STPs are the “tandem switches” of the signaling network. Signaling links from network nodes are terminated at the STP. A network node will deliver a signaling message via its signaling link to the STP. Depending on the destination of that signaling message, the STP delivers the signaling message to another signaling link for delivery to the delivering network node.

Call-Related Databases – Call-related databases are databases that are used in the routing of voice traffic on the PSTN. The call-related databases are the toll-free service databases (8XX), the Line Information Database (LIDB), the InterNetwork Calling Name (ICNAM) database, the Local Number Portability (LNP) database, and the Advanced Intelligent Network (AIN) database. Call-related databases are connected, like other network nodes, to an STP via a signaling link.

Service Management System (SMS) – SMS is a system that is used to update the contents of a call-related database.

Id. at pages 41, 42.

279. Qwest provides “non-discriminatory access to databases and associated signaling necessary for call routing and completion” in accordance with § 271(c)(2)(B)(x) of the Act. Section 9.13.1.1 of the SGAT states:

Qwest will provide CLEC with non-discriminatory access to signaling networks, including signaling links and Signaling Transfer Points (STP), call-related databases and service Management System (SMS), on an unbundled basis. The individual call-related databases and associated SMS are addressed in Sections 9.14 – 9.17. Access to Qwest’s signaling network provides for the exchange of signaling information necessary to exchange traffic and access call-related databases. Signaling networks enable CLEC the ability to send SS7 messages between its switches and Qwest’s switches, and between CLEC’s switches and those third party

networks with which Qwest's signaling network is connected. CLEC may access Qwest's signaling network from a CLEC switch via unbundled signaling and unbundled signaling transport elements between CLEC's switch and Qwest STPs. CLEC may access Qwest's signaling network from each of its switches via a signaling link pair between its switch and the Qwest STPs. CLEC may make such connection in the same manner as Qwest connects one of its own switches to STPs. Access to Qwest's signaling network for purposes of Interconnection and exchange of traffic is addressed in Section 7. The Common Channel Signaling used by the Parties shall be Signaling System 7.

Id. at pages 42, 43.

280. To gain access to Qwest's signaling network, CLECs may interconnect their switches directly to Qwest's STPs or CLECs may interconnect their own STPs with Qwest's STPs. In either case, the CLECs' call routing and database queries are handled in the same manner as Qwest's call routing and database queries. CLECs may also interconnect with Qwest's signaling network through a third-party signaling network provider. *Id.* at page 43.

281. The FCC requires Qwest to provide nondiscriminatory access on an unbundled basis to signaling networks, which include, but are not limited to, signaling links and signaling transfer points. *See 47 C.F.R. § 51.319(e)(1)*. Qwest satisfies the FCC's rules through its proposed SGAT. Also, as required by the FCC, Qwest provides such nondiscriminatory access to signaling links and STPs on an unbundled basis through the terms of SGAT § 9.13.1.1:

Qwest will provide CLEC with non-discriminatory access to signaling networks, including signaling links and Signaling Transfer Points (STP).

Id. at page 43.

282. The FCC's rules also state that when a CLEC "purchases unbundled switch capability from an Incumbent LEC, the Incumbent LEC shall provide access to its signaling network from that switch in the same manner in which it obtains such access itself." *See 47 C.F.R. § 51.319(e)(1)(A)*. Qwest provides such access to its signaling network to purchasers of unbundled switches pursuant to § 9.11.2.2 of its SGAT:

Local Switch Ports include CLEC use of Qwest's signaling network for traffic originated from the line-side switching port. CLEC access to the Qwest signaling network shall be of substantially the same quality as the access that Qwest uses to provide service to its own end user customers.

Exhibit 1-USWC-A at page 44.

283. Therefore, when a CLEC orders unbundled switching, the CLEC's signaling traffic is routed over the Qwest signaling network in the exact same manner as Qwest's signaling traffic is routed.

284. Call-related databases store data that are used for billing and collection or for the transmission, routing, or other provision of telecommunications service. Examples of call-related databases include Local Number Portability (LNP), toll-free calling (8XX), Line Information Database (LIDB), and Advanced Intelligent Network (AIN). *Id.* at page 44.

285. The LNP database stores the identification of the end office switch that serves a particular telephone number. The LNP database facilitates number portability by allowing a customer to retain a telephone number while changing local service providers. Qwest has deployed a pair of LNP databases that serve all the Colorado exchanges which have

implemented LNP. At the time of the testimony in Colorado, no CLECs use Qwest's LNP databases. *Id.* at page 45.

286. The LIDB provides screening and validation on alternately billed services for operator handled calls, including bill-to-third, collect, and calling card calls. The records on LIDB include both Qwest and CLEC end users. At the time of the testimony, no CLECs in Colorado were using Qwest's LIDB. *Id.* at page 45.
287. Access to the toll-free calling (8XX) database enables a CLEC to determine where an originating toll-free call should be routed. On such a call, a CLEC will send the 800-NXX-XXXX, 888-NXX-XXXX, or 877-NXX-XXXX telephone number dialed by its end user to the Qwest 8XX database through use of the Qwest signaling network. The 8XX database provides call routing information for the specific 800, 888, or 877 toll-free telephone number that the CLEC transmitted to the database. The database transmits the call routing information to the CLEC over the same signaling network on which the request was received. The CLEC uses this routing information to forward the call to the appropriate network for call completion. At the time of the testimony, there were three CLECs in Colorado using Qwest's 8XX database. *Id.* at pages 45, 46.
288. Qwest also provides access to its ICNAM database, which enables a CLEC to query for the listed name information for the calling number in order to deliver that information to the CLEC's end user (call number). The ICNAM database contains the current listed name data by working telephone number served or administered by Qwest, including listed name data provided by other carriers participating in the calling name delivery

service arrangement. In Colorado, at the time of the testimony, there were no CLECs using Qwest's ICNAM service. *Id.* at page 46.

289. The AIN database is the brand name for a type of call-related database that can be used to provide new features for an end user. The capability of an AIN database is activated through AIN triggers, which are the points in the call processing at which a database query must be made to determine the action to be taken. For example, an end user on an end office switch may establish a restricted calling list that will not allow calls to be placed from the end user's telephone line to specific telephone numbers. The list will be stored in an AIN database, and an AIN trigger will be established in the switch to notify the call processing equipment to check this list on every call originated from this end user's line. When a call is originated from this line, the end office switch will analyze the called telephone number and find the AIN trigger that will instruct the switch to query an AIN database. A query will be sent to the designated database, and the restricted dialing list will be reviewed. If the dialed number is on the list, the call will be directed to an intercept announcement. If the called number is not on the restricted list, the call will be sent to the appropriate destination for completion. At the time of this testimony, there were no facilities-based CLECs using Qwest's AIN database in Colorado. *Id.* at pages 46, 47.

290. Qwest protects the customer proprietary information that is included in call-related databases as reflected in § 5.16 of the SGAT. A service provider identifier designates the owner of each line record to ensure that the records of one provider are not shared with another provider. LIDB and calling name database management are considered "safe harbors" in Qwest. Access to the databases is limited to a specific group of employees

responsible for managing the LIDB and calling name databases. Customer proprietary information is protected in order to ensure that service providers cannot store or use these data for marketing or other purposes. *Id.* at page 47.

291. The AIN database also includes a unique identifier in each customer record that designates the “responsible organization” or the record owner. As with LIDB and calling name, the AIN database is restricted to a specific group of Qwest employees, in a safe harbor environment, responsible for maintaining the database to prevent the records of one provider from being shared with another provider. *Id.* at pages 47, 48.

292. Section 271(c)(2)(B)(x) of the Act requires that Qwest provide “non-discriminatory access to databases and associated signaling necessary for call routing and completion.” The FCC’s rules, specifically, 47 C.F.R. § 51.319(e)(2)(A), require Qwest to provide non-discriminatory access to call-related databases as follows:

For purposes of switch query and database response through a signaling network, an Incumbent LEC shall provide access to its call-related databases, including but not limited to, the calling name database, 911 database, E911 database, line information database, toll-free calling database, advanced intelligent network databases, and downstream number portability databases by means of physical access at the signaling transfer point linked to the unbundled database.

Exhibit 1-USWC-A at page 48.

293. Qwest satisfies the above requirements through the terms of SGAT § 9.13.1.1, as follows:

Qwest will provide CLEC with non-discriminatory access to signaling networks, including signaling links and Signaling Transfer Points (STP), call-related databases and Service Management System (SMS), on an unbundled basis. The individual call-related databases and associated SMS are addressed in Sections 9.14-9.17. Access to Qwest’s signaling network provides for the exchange of signaling information between

Qwest and CLEC necessary to exchange traffic and access call-related databases.

Id. at pages 48, 49.

294. The FCC in 47 C.F.R. § 51.319(e)(3)(B) requires Qwest to provide CLECs “with the information necessary to enter correctly or format for entry, the information relevant for input into the Incumbent LEC’s Service Management System.” Qwest provides access, on an unbundled basis, to the Qwest Service Management System that will allow CLECs to create, modify, or update information in Qwest’s call-related databases. *Id.* at page 49.
295. Qwest may store its end user telephone number information on the LIDB and calling name databases, providing line record updates in accordance with the terms identified in the respective interconnection agreements. The Service Order Provisioning Interface (SOPI) system is the route Qwest internal service orders follow to load data into the Line Validation Administration System (LVAS) to update the LIDB and calling name databases. At the time of the testimony, there were no CLECs using Qwest’s LIDB or calling name databases in Colorado. *Id.* at page 49.
296. For AIN service Qwest provides two forms of access for CLECs: a CLEC may use the AIN SMS process to update a record in an existing AIN database, or the CLEC may use the Qwest service creation process to create a new AIN service to be placed in an AIN database for CLEC use. *Id.* at page 50.
297. For service creation, Qwest provides access to the AIN Customized Services (ACS) allowing CLECs the use of Qwest’s service application development process on a non-discriminatory basis to design, create, and test AIN based services. The service creation

process offered to the CLECs is the same manual process used for Qwest service creation. *Id.* at page 50.

298. The AIN Platform Access (APA) process involves building and maintaining the CLEC end user line record in the Qwest AIN database for provisioning and call processing. The CLEC may populate end user data using the Local Service Request (LSR) form and an electronic file for loading by a Qwest AIN technician into the database. At the time of the testimony, there were no CLECs using Qwest's AIN database in Colorado. *Id.* at page 50.
299. The records in Qwest's LNP and 8XX databases are updated by downloading information from third-party owned and administered databases. For Qwest's LNP database, the records are updated from a regional Number Portability Administration Center (NPAC) database that is owned and administered by a third party (NeuStar) as required by the FCC. The information in Qwest's 8XX database is updated from a national database administered by Telcordia's Database Services Management, Inc. (DSMI), in accordance with FCC rules. *Id.* at page 51.
300. Thus, Qwest's witness testified, Qwest meets all of the conditions of § 271(c)(2)(B)(x) relative to nondiscriminatory access to call-related databases and associated signaling. Both its Commission-approved interconnection agreements and the SGAT require Qwest to make access to its signaling network and call-related databases available to CLECs in a nondiscriminatory manner. At the time of this testimony, there were three CLECs using Qwest's 8XX database, but no CLECs using Qwest's LNP, LIDB or AIN call-related databases in Colorado. *Id.* at page 51.

3. Competitors' Positions

301. On May 8, 2000, AT&T filed comments concerning Checklist Item No. 10. *Exhibit 1-ATT-J*. AT&T stated it had raised several concerns in another state jurisdiction concerning Qwest's compliance with this checklist item. First, it was not clear to AT&T from the SGAT or from Qwest's testimony that Qwest is offering signaling as an unbundled element or committing to the exchange of signaling information necessary for interconnection with CLECs. Second, AT&T was concerned that Qwest was requiring signaling trunks to traverse ICDF or SPOT frames. *Id.* at page 39.
302. AT&T stated that any call from a CLEC customer to a Qwest customer or from a Qwest customer to a CLEC customer involves signaling. It stated further that access to signaling at that level is not unbundled signaling when the CLEC uses collocated facilities. *Id.* at pages 39, 40.
303. Conversely, AT&T stated, unbundled signaling refers to the ability of a CLEC to lease signaling capability from Qwest instead of building its own signaling network or leasing signaling capability from a third party. Specifically, the CLEC must install a Signaling Transfer Point (STP), lease this capability from Qwest, or lease an STP from a third party. The STP is the switching and mediation point for signaling traffic from one switch to another. In another state, AT&T expressed concern that Qwest's SGAT in § 9.4 appeared to intermingle access to signaling for interconnection and signaling as an unbundled element. The confusion was created by Qwest's placement of access to signaling in the Unbundled Loop Section of the SGAT. By doing this, it could be inferred that Qwest intends to limit access to signaling only to instances in which an

Unbundled Loop is also ordered. This, according to AT&T, is inappropriate, because signaling is a standalone network element. Qwest is required to interconnect under § 215(a) of the Act. Denying CLECs access to signaling for interconnection effectively impairs the ability of all LECs to interconnect and exchange traffic and, therefore, violates the Act. Qwest has corrected this problem in the Colorado SGAT by adding a separate section on unbundled signaling (§ 9.13). However, the language in § 9.13 is still somewhat ambiguous as to its context. *Id.* at pages 40.

304. In addition, AT&T stated that Qwest requires signaling trunks to traverse ICDF or SPOT frames. AT&T has the same cost, quality, and reliability concerns relative to this requirement for signaling, provided in conjunction with collocation, that it had for interconnection trunks and access to unbundled elements. Although Qwest claims it has changed its policy on requiring ICDF or SPOT frames, it is unclear to AT&T if this policy change applies to interconnection trunks and access to unbundled signaling. Finally, Qwest has not demonstrated to AT&T that the change in policy has been reflected in the requisite documentation so that it is or has been communicated to Qwest's field operations personnel and to CLECs. *Id.* at page 41.

305. On May 8, 2000, WorldCom submitted comments concerning Checklist Item No. 10. *Exhibit 1-WCom-K*. In this filing WorldCom expressed its continuing concern about underlying documentation used by competing carriers, Qwest personnel, and others to determine how interconnection and other relevant services actually occur. WorldCom is concerned that, if the underlying manuals are not consistent with the SGAT, competing carriers and Qwest personnel, not otherwise familiar with the SGAT, may create implementation problems. *Id.* at page 3.

306. No other parties to this proceeding filed testimony prior to Workshop 1, held during the period June 6 through June 8 and June 28 through June 30, 2000, in which Checklist Item No. 10 was discussed.

4. Qwest's Response

307. On May 22, 2000, Qwest witness Margaret S. Bumgarner filed a rebuttal affidavit. *Exhibit 1-USWC-B*. In this affidavit, she reiterated that, in accordance with the requirements of the Act and the FCC rules, Qwest provides CLECs with non-discriminatory access to its signaling network and call-related databases as described in Qwest's SGAT as well as in Commission-approved interconnection agreements. The processes for access to Qwest's signaling and call-related databases have been documented for the CLECs in the IRRG. *Id.* at page 24.

308. This testimony stated that AT&T raises the same issue regarding direct connection interconnection arrangements discussed in connection with Checklist Item No. 7(i), which questions whether Qwest's policy change applies to interconnection trunks and access to unbundled signaling, and, as with Checklist Item No. 7(i), whether the direct connection interconnection arrangements are reflected in the requisite documentation. The testimony stated that WorldCom recommends changes to the SGAT and that joint commentors concurred with WorldCom's comments with regard to this checklist item. There were no other commentors to raise issues regarding Checklist Item No. 10. *Id.* at page 24.

309. As stated in the original affidavit, dated November 10, 1999, Qwest does not require CLECs to use an intermediate frame (ICDF) to interconnect to Qwest's network for any

type of trunk or signaling link. CLECs can share the same distribution frames with Qwest for similar types and speeds of equipment. In accordance with the FCC's *First Advanced Services Order*, Qwest made direct connections available through its SGAT in §§ 8.2.1.24 through 8.2.1.26. *Exhibit I-USWC-B* at page 25.

310. This rebuttal affidavit went on to say that Qwest, WorldCom, and AT&T had been discussing documentation that CLECs and Qwest personnel use to provision interconnection to Qwest's network. Qwest developed an additional document in its IRRG Collocation Section for CLECs, which provides a step-by-step reference guideline for ordering and provisioning of direct connections for both 911 functions and signaling links. In addition to the new reference documents specifically for direct connections, Qwest provided additional CLEC documentation and internal Qwest operations manuals revised for direct connection, including those for signaling interconnection arrangements, to WorldCom and AT&T for their review and concurrence. At the time of the affidavit, further work was required of both Qwest and AT&T to complete updating and expanding this documentation. However, Qwest expected that the issues involving availability of direct connections to Qwest's network would be resolved shortly. *Id.* at pages 25, 26.

311. WorldCom recommended several SGAT revisions regarding Common Channel Signaling, the AIN database, and ICNAM. Qwest agreed to modify language in SGAT § 7.3.8 to recognize that there may be technical restrictions preventing the delivery of Calling Party Number (CPN). Qwest was also willing to add WorldCom's recommended language in this regard to § 9.13.2.4.4. WorldCom also recommended that § 9.14.2.2 be modified to add language regarding access to Qwest's AIN, with certain revisions, as follows:

Qwest will provide access to CLEC service applications resident in Qwest's Service Control Point (SCP). Such access may be from a CLEC's switch or Qwest's unbundled local switch.

Service Creation Environments/Service Management System Advanced Intelligent Network (SCE/SMSAIN) access will provide CLECs with the ability to have service applications created in the Qwest SCE, and have those applications deployed via Qwest's SMS to the Qwest SCP. This interconnection arrangement will provide CLECs access to Qwest's development environment and administrative system in a manner that is at least at parity with Qwest's ability to deliver its own AIN-based services. SCE/SMSAIN access includes development of services applications within the Qwest SCE and deployment of service applications via Qwest's SMS.

Qwest will implement CLEC services, perform testing and provide administrative technical support to CLECs. Scheduling of SCE resources for CLECs will be on a non-discriminatory basis with Qwest scheduling.

Id. at pages 26, 27.

312. However, Qwest's witness stated that Qwest's AIN service software is proprietary and not available to CLECs as an unbundled network element, as confirmed in the FCC's *UNE Remand Order*. See 47 C.F.R. § 51.319(e)(2)(B). The recent ruling in Colorado on the Consolidated Interconnection Appeal⁸ remanded the unbundling of AIN triggers back to the Commission, to be decided using the "necessary" and "impair" standards articulated in the FCC's *UNE Remand Order*. The *UNE Remand Order* reaffirmed that AIN triggers are not required to be unbundled and made available to CLECs by stating:

We therefore decline to expand our definition of call-related databases to include AIN triggers, and reaffirm the definition of call-related databases in the Local Competition First Report and Order.

UNE Remand Order at ¶ 407.

⁸ *Qwest Communications, Inc. v. Hix*, Civil No. 97-152, hearing transcript of April 20, 2000, at page 109.

313. Qwest does provide nondiscriminatory access to its Service Creation Environment for AIN. Qwest does not develop its own AIN services; rather, it contracts with Qwest Advanced Technologies, Inc. Both Qwest Communications Retail Markets and CLECs make arrangements for AIN service creation through the Qwest Communications Wholesale Market Product Manager for AIN services. The process for AIN service creation requests is nondiscriminatory and handled in the same manner for Qwest Communications Retail Markets and for CLECs. *Exhibit 1-USWC-B* at page 28.

314. In the rebuttal affidavit Qwest stated that it disagrees with WorldCom's position that Qwest must provide the CLECs with the entire ICNAM database, rather than just providing access to it, and declined to make the changes to SGAT § 9.17.2 that were recommended by WorldCom. Qwest quoted the FCC's *UNE Remand Order*, which makes it clear that ILECs are not required to give their entire database to CLECs:

For purposes of switch query and database response through a signaling network, an incumbent LEC shall provide access to its call-related databases, including but not limited to, the Calling Name Database, . . . by means of physical access at the signaling transfer point linked to the unbundled databases.

UNE Remand Order at ¶ 402.

315. The Qwest witness concluded this discussion by stating that the ROC has developed two performance measures for the Line Information Database (LIDB). The performance measures, PIDs DB-1 and DB-2, are designed to measure the time required to update the database and the accuracy of the updates of the database. The ROC performance measures used in the ROC OSS testing will provide further evidence of Qwest's compliance with this checklist item. *Exhibit 1-USWC-B*, at page 29.

316. In summary, the rebuttal affidavit stated that the open issue involving the adequacy of CLEC documentation and internal Qwest operations documentation for provision of direct connections from a collocated CLEC's space to Qwest's network without the use of an intermediate frame was close to being resolved through collaborative work with AT&T and WorldCom. This witness also stated that Qwest was willing to make the CPN changes and the AIN SGAT revisions proposed by WorldCom, but will not, and need not, provide its entire ICNAM database to WorldCom since it provides unbundled access to call-related databases for switch query and database response through SS7 as required by the FCC. *Id.* at pages 29, 30.

5. Principal Workshop Discussions and Resolution

317. Workshop 1 was conducted during the periods June 6 through June 8, 2000, and June 28 through June 30, 2000. It was briefly reopened during the conduct of Workshop 2 in the period August 1 through August 3, 2000, in order to conclude debate on a series of checklist items discussed in Workshop 1.

318. Checklist Item No. 10 was discussed primarily on June 6, 2000, which was day one of Workshop 1. Prior to the Workshop, two parties had commented on this checklist item (AT&T and WorldCom). Joint commentors (Rhythms, JATO, and Level 3) indicated concurrence with WorldCom's comments. There were four issues raised in prefiled comments. The first issue was the same as that raised as part of Checklist Item No. 7(i) concerning access to 911 and E911. The issue involves the documentation provided to CLECs and Qwest internal operations for provisioning direct connections to Qwest's network without the use of an intermediate distribution frame. In the Workshop, Qwest's

witness stated that parties had reached agreement in concept and Qwest was currently revising its documentation to reflect that agreement, and expected the issue to be resolved shortly.

319. The second issue raised in prefiled comments was a WorldCom recommendation to change SGAT § 9.13.2.4.4 to recognize that there may be technical restrictions preventing the delivery of CPN. Qwest's witness stated in the workshop that Qwest agrees to the modified language for SGAT § 9.13.2.4.4, as follows:

Calling Party Number (CPN) or a reasonable alternative will be delivered by each party to the other in accordance with FCC requirements when received from another carrier, or from the telephone equipment at the end user.

320. The third issue was a WorldCom recommendation to change several sections of the SGAT including § 9.17.2, which is the ICNAM database. WorldCom stated that CLECs must be able to obtain the ICNAM database, not just have access to it.

321. Qwest's witness stated that Qwest disagrees with that position, because the FCC rules (at § 51.319(e)(2)(A)) state:

For purposes of switch query and database response through a signaling network, an incumbent LEC shall provide access to its call-related databases, including but not limited to, the Calling Name Database, . . . by means of physical access that at the signaling transfer point linked to the unbundled databases.

UNE Remand Order at ¶ 402.

322. The Qwest witness continued by stating that the FCC's *UNE Remand Order* reaffirmed the rules from the *First Interconnection Order*, observing that this is precisely the access that Qwest provides to its call-related databases. She further stated that Qwest retains

ownership and control over the ICNAM database and all of the information in it, but allows access to CLECs for use on a query basis in the CLEC's signaling network to provide telecommunications service to its end users in accordance with the FCC rules.

323. The fourth issue was WorldCom's recommendation to change § 9.15.3.2.4 of the SGAT for the LIDB query service to include the same language that is found in ICNAM § 9.17.2.9, with which change Qwest agreed.

324. In summary, Qwest's witness stated that, for three of the four issues raised by WorldCom, it is willing to make the changes recommended. However, she stated that Qwest is not willing to make changes to the section involving the ICNAM database to provide the requested access to the entire database rather than access on a query basis.

325. AT&T's witness drew a distinction between signaling as an unbundled network element (where Qwest is required to offer access to its signaling network for a CLEC which does not have its own signaling network) and signaling as a part of interconnection (where a CLEC has its own signaling network and needs a link to the Qwest signaling network to pass calls on an ongoing basis). He confirmed that this checklist item is dealing with signaling as an unbundled network element. He further stated that the SGAT language is slightly ambiguous as to the distinction between these two aspects of signaling and recommended revised language which he proposed would improve the understanding of that distinction.

326. WorldCom's witness at this workshop addressed the one outstanding issue, namely, the ICNAM database. He addressed the business reasons why WorldCom thinks that CLECs should be able to obtain the entire database. He stated that WorldCom would like to have

that option, because it would be more economical than a “per dip” query basis, if they were to choose to procure the entire database, as they do with other databases from Qwest. Second, he stated that WorldCom believes that, by having that database available, it could provide innovative services to the industry and to its customer base. He stated that the other issue of whether Qwest should make this database available was a legal issue, which WorldCom’s attorney would address.

327. WorldCom’s attorney referred to the *UNE Remand Order* at ¶¶ 402, 403, and 406, which he said supported the fact that this particular database is a UNE under § 251(c)(3) and that, as such, WorldCom and other CLECs have the right to have access to it at any technically feasible point. He further stated that WorldCom considers a technically feasible point to be the entire ICNAM database.
328. **Workshop Issue ID Nos. 10-1 through 10-6:** At the conclusion of the workshop, Issue ID Nos. 10-1 through 10-4 of Checklist Item No. 10 had been mutually agreed upon by all parties. For all practical purposes, these agreements were reached through the acceptance by Qwest of wording proposed for various sections of the SGAT. Issue ID Nos. 10-5 and 10-6 had reached impasse, for which the parties were to file briefs. Both of these issues had to do with the ICNAM database: one was whether CLECs are entitled to access to the entire database, rather than just on a “per dip” or query basis; and the other was whether the access Qwest provides to its ICNAM database complies with the *UNE Remand Order*.
329. **Workshop Issue ID Nos. 10-7 and 7-2:** Issue ID No. 10-7 was combined with Issue ID No. 7-2. This issue dealt with the requirement for the use of intermediate distribution or

SPOT frames and had previously been resolved in two other states proceedings. For this issue a stipulation was developed by Qwest and signed by the attorneys for the parties. This issue centered around the Qwest documentation for the provision of direct connection for 911/E911 access and signaling. Based on the revised direct connection documentation submitted to AT&T, WorldCom, and Staff and made available to all other parties by Qwest on July 26, 2000, the parties agreed and stipulated that Issue ID Nos. 10-7 and 7-2 have been satisfactorily addressed by Qwest and should be closed for the purposes of this workshop.

330. By the conclusion of the reopened section of Workshop 1, during the period August 1 through August 3, 2000, Workshop Issue ID Nos. 10-1 through 10-4 had been mutually agreed upon by all the parties and were closed. Workshop Issue ID No. 10-7 had been combined with Issue ID No. 7-2; a stipulation had been prepared by Qwest and signed by all involved parties on August 3, 2000, by which stipulation Workshop Issue ID Nos. 10-7 and 7-2 were closed. Workshop Issue ID Nos. 10-5 and 10-6 remained at impasse.

6. Staff Compliance Assessment

331. Based on the testimony, comments, exhibits submitted, and workshop discussions, and contingent upon Qwest's satisfactory performance in the ROC OSS Test, Qwest has demonstrated that it makes available to the CLECs nondiscriminatory access to call-related databases and associated signaling, pending resolution of the impasse issue concerning "per-query" access versus total availability of the ICNAM database. This issue remained at impasse and has been briefed by parties. The issue will be considered

by the Commission in accordance with the dispute resolution process ordered for this docket.

332. This compliance assessment may be reviewed in the context of Qwest's performance against those performance measurements established in the ROC OSS Test to assure that Qwest continues to provide nondiscriminatory access as described in this discussion. These directly related performance measurements include: PIDs DB-1, DB-2 and other possible measurements which may be considered by the ROC. The Commission will also review this assessment based on consideration of Colorado-specific or other commercial usage experience.

F. CHECKLIST ITEM NO. 12 – DIALING PARITY

1. FCC Requirements

333. Section 271(c)(2)(B)(xii) of the 1996 Act requires a BOC to provide "nondiscriminatory access to such services or information as are necessary to allow the requesting carrier to implement local dialing parity in accordance with the requirements of section 251(b)(3)."

334. Section 251(b)(3) imposes upon all LECs "[t]he duty to provide dialing parity to competing providers of telephone exchange service and telephone toll service, and the duty to permit all such providers to have nondiscriminatory access to telephone numbers, operator services, directory services, directory assistance, and directory listing, with no unreasonable dialing delays." Section 153(15) of the Act defines "dialing parity" to mean:

A person that is not an affiliate of a local exchange carrier is able to provide telecommunications services in such a manner that customers have the ability to route automatically, without the use of any access codes, their telecommunications to the telecommunications services provider of the customer's designation from among 2 or more telecommunications services providers (including such local exchange carrier).

335. The FCC has interpreted this to mean that customers of competing carriers must be able to dial the same number of digits the BOC's customers dial to complete a local telephone call. Further, customers of competing carriers should receive the same quality of service as the BOC's customers. *Bell Atlantic New York Order* at ¶ 373.

2. Qwest's Position

336. On November 30, 1999, Qwest witness Margaret S. Bumgarner provided direct testimony that Qwest had met the requirements of Checklist Item No. 12. *Exhibit 1-USWC-A*. Ms. Bumgarner stated that Qwest has specific legal obligations to make local dialing parity available in its various Commission-approved interconnection agreements and pursuant to its SGAT. Qwest's SGAT in § 14.1 states:

The Parties shall provide local dialing parity to each other as required under Section 251(b)(3) of the Act. Qwest will provide local dialing parity to competing providers of telephone Exchange Service and telephone toll service, and will permit all such providers to have non-discriminatory access to telephone numbers, operator services, directory assistance, and directory listings, with no unreasonable delays.

Id. at page 67.

337. There are no differences in the number of digits Qwest or CLEC customers must dial to complete a given local call to any other local customer or to access operator services or directory assistance. Qwest does not impose any requirement or technical constraint that requires CLEC customers to dial any access codes or greater number of digits than Qwest customers to complete the same call or that causes CLEC customers to experience inferior quality with post-dialing delays. A call originating from a CLEC's network is treated the same as a call originating from within Qwest's network because Qwest's switches cannot distinguish between such calls. There are no charges for local dialing parity. *Id.* at page 68.

338. Although toll dialing parity is not a § 271 checklist requirement, Qwest completed implementation of toll dialing parity (1+equal access dialing) for intraLATA calls in

Colorado on February 8, 1999, pursuant to an implementation plan approved by the Colorado Commission. *Id.* at pages 28, 69.

339. There are interconnection agreements in place in Colorado and provisions in the SGAT making local dialing parity available to CLECs. There have been no complaints to the FCC or Colorado Commission regarding local dialing parity. Qwest believes that the Commission should find that it satisfies Checklist Item No. 12. *Id.* at page 69.

3. Competitors' Positions

340. In its May 8, 2000 comments, AT&T commented briefly on Checklist Item No. 12. *Exhibit 1-ATT-J*. It had expressed concern in another state that Qwest was not providing dialing parity for lines provisioned by UNE-P. AT&T acknowledged that Qwest subsequently modified the applicable sections of the SGAT to address AT&T's concern. Therefore AT&T does not have any remaining issues with Qwest's compliance with Checklist Item No. 12. *Id.* at page 42.
341. Neither WorldCom nor the Joint Intervenors (Rhythms, JATO, and Level 3) commented on Checklist Item No. 12.

4. Qwest's Response

342. In Qwest's May 22, 2000, rebuttal affidavit (*Exhibit 1-USWC-B*) by its witness Ms. Margaret S. Bumgarner, Qwest restated the position that it complies with local dialing parity checklist requirements. All customers, regardless of whether local service is provided by a CLEC or Qwest, are able to dial the same number of digits to originate

local calls, as required by the Act and the resulting FCC rules. There are contractual interconnection agreements in place in Colorado and terms in the SGAT making local dialing parity available to CLECs. Further, there are no ROC performance measures or testing associated with this checklist item. *Id.* at page 31.

5. Principal Workshop Discussions and Resolution

343. On June 6, 2000, in Workshop 1, Qwest reiterated that it complies with the Act and with FCC rules providing dialing parity. It stated that the customer is always able to dial the same number of digits to make any given telephone call without regard to the identity of the customers or the parties local service provider. Qwest has legally binding commitments to make dialing parity available in the various interconnection agreements and in the SGAT. Finally, Qwest stated that two other state Commissions have found that it satisfies the requirements of this checklist item.
344. AT&T noted that Qwest had modified §§ 9.23.3.9.1 and 9.23.2.9.3 of the SGAT to address AT&T's concern about dialing parity for lines provisioned via UNE-P. AT&T has no further concerns on this checklist item. WorldCom stated that it has nothing to say on Checklist Item No. 12.

6. Staff Compliance Assessment

345. All parties at Workshop No. 1 agreed that they have no further issues regarding Qwest's compliance with Checklist Item No. 12.

346. Based on the testimony, comments, exhibits submitted, and workshop discussions, and contingent upon Qwest's satisfactory performance in the ROC OSS Test, Qwest has demonstrated that it is in compliance with the requirements of Checklist Item No. 12. It has demonstrated that it provides nondiscriminatory access to such services or information as are necessary to allow the requesting carrier to implement local dialing parity in accordance with its compliance of § 251(b)(3). The Commission will review this assessment based on consideration of Colorado-specific or other commercial usage experience.

G. CHECKLIST ITEM NO. 13 – RECIPROCAL COMPENSATION

1. FCC Requirements

347. Section 271(c)(2)(B)(xiii) of the Act requires that a BOC's access and interconnection include "[r]eciprocal compensation arrangements in accordance with the requirements of section 252(d)(2)." "Reciprocal compensation arrangements" refer to agreements between interconnecting carriers about charges for the transport and termination of local telecommunications traffic over their respective networks.
348. Section 252(d)(2) of the Act states that "[f]or the purposes of compliance by an incumbent local exchange carrier with section 251(b)(5) [the requirement that LECs establish reciprocal compensation arrangements for the transport and termination of telecommunications] a State commission shall not consider the terms and conditions for reciprocal compensation to be just and reasonable unless (i) such terms and conditions provide for the mutual and reciprocal recovery by each carrier of costs associated with the transport and termination on each carrier's network facilities of calls that originate on the network facilities of the other carrier; and (ii) such terms and conditions determine such costs on the basis of a reasonable approximation of the additional costs of terminating such calls." Section 252(d)(2)(B) further states that "[t]his paragraph shall not be construed (i) to preclude arrangements that afford the mutual recovery of costs through the offsetting of reciprocal obligations, including arrangements that waive mutual recovery (such as bill-and-keep arrangements); or (ii) to authorize the Commission or any state commission to engage in any rate regulation proceeding to

establish with particularity the additional costs of transporting or terminating calls, or to require carriers to maintain records with respect to the additional costs of such calls.”

349. In its *Inter-Carrier Compensation for ISP-Bound Traffic Order*, the FCC previously held that “ISP-bound traffic is non-local interstate traffic” and that “the reciprocal compensation requirements of Section 251(b)(5) of the Act . . . do not govern inter-carrier compensation for this traffic.” The FCC specified that state commissions may impose reciprocal compensation obligations for ISP-bound traffic, or may decline to require the payment of reciprocal compensation and may adopt another compensation mechanism, while the Commission developed final rules in an ongoing proceeding. On March 24, 2000, the United States Court of Appeals for the D.C. Circuit vacated this ruling and remanded it for a fuller explanation of why ISP-bound traffic is not subject to § 251(b)(5)’s reciprocal compensation requirements. *SBC Texas Order* at ¶ 378.
350. In its *Bell Atlantic New York Order*, the FCC held that inter-carrier compensation for ISP-bound traffic is not governed by § 251(b)(5) of the Act and, therefore, is not a checklist item. *Id.* at ¶ 377.

2. Colorado Commission Determination

351. In its arbitration of interconnection agreements between Qwest and Sprint (Docket No. 00B-011T) and between Qwest and ICG (Docket No. 00B-103T), this Commission ruled on the issue of the treatment of reciprocal compensation for ISP-bound traffic.
352. In earlier interconnection agreement arbitrations conducted during the first round of § 252 arbitrations before the Commission in 1996 and early 1997, the Commission had

mandated that reciprocal compensation be paid for ISP-bound traffic. In *Decision No. C00-479*, May 5, 2000, Docket No. 00B-011T, the Commission pointed out that during the first round of arbitrations, no one including the Commission had fully appreciated the economic ramifications of ordering reciprocal compensation for ISP-bound traffic. Notably, the Commission had specifically stated in an earlier first round arbitration that it “might revisit this issue (*i.e.*, the payment of termination for ISP traffic in future arbitration proceedings.” Further, the Commission noted that the reciprocal compensation for ISP-bound traffic “. . . arrangement may change in the future depending on the FCC’s pending rulemaking on this matter, or depending on future § 252 proceedings before this Commission. Whether the continual allowance of reciprocal compensation for ISP-traffic provides ‘perverse’ economic incentives may be more fully considered at that time for the purposes of future interconnection agreement[s].” *Id.* at pages 11, 12.

353. In its most recent arbitration rulings (Dockets Nos. 00B-011T and 00B-103T), the Commission determined that reciprocal compensation shall not be paid for ISP-bound traffic. In the Sprint arbitration decision (*Decision No. C00-479*), the Commission explained that its rationale was not based solely on whether the ISP-bound traffic is considered to be interstate or local. Rather, a Qwest local exchange customer is also a customer of the ISP, which is in turn a local exchange customer of Sprint. When an end user initiates Internet-bound traffic, the call is transmitted from Qwest to Sprint, from Sprint to the ISP, and from the ISP to the Internet. Both Qwest and Sprint incur costs during this process. The Commission must determine how these costs will be recovered. *Id.* at page 13.

354. In its analysis, the Commission viewed the originator of the Internet-bound call as acting primarily as a customer of the ISP, not as a customer of Qwest. Both Qwest and Sprint are providing access-like functions to transmit the call to the Internet, similar to the roles of a LEC and an IXC in providing access to transmit an interstate call. The LEC-IXC interconnection analogy would suggest that the ISP should compensate both Qwest and Sprint for the costs they incur in transmitting the call. Even if that analogy were not used, applying the principle of cost causation would lead to the same conclusion. The ISP should pay access charges to both Qwest and Sprint for the costs caused by the ISP's customer, and the ISP should recover those costs from the ISP's customer. This option is precluded, however, by the FCC's access charge exemption for ISPs, which exemption in the Commission's view gives ISPs a valuable property right. *Id.* at pages 14, 15.
355. Even if ISP-bound traffic were to be considered local rather than interstate, the Commission would still not embrace reciprocal compensation for this traffic. In the Commission's view, this would bestow upon Sprint an unwarranted property right, the exercise of which would result in decidedly one-sided compensation. Additionally, the Commission found that payment of reciprocal compensation for ISP-bound traffic would introduce a series of unwanted distortion into the market. These include: (1) cross-subsidization of CLECs, ISPs, and Internet users by ILEC customers who do not use the Internet; (2) excessive use of the Internet; (3) excessive entry into the market by CLECs specializing in ISP traffic mainly for the purpose of receiving compensation from the ILEC; and (4) disincentives for CLECs to offer either residential service or advanced services themselves. The Commission agreed with Qwest that reciprocal compensation

for ISP-bound traffic would not improve overall social welfare; it would simply promote the welfare of some at the expense of others. *Id.* at pages 16, 17.

356. Qwest and Sprint offered suggestions on how best to resolve their respective cost recovery issues. Of the options offered, the Commission selected as the best available alternative a “bill and keep” solution. ISP-bound traffic would be transmitted between Qwest and Sprint without monetary compensation flowing in either direction. Bill and keep avoids the problems found with other proposed solutions, and it treats Qwest and Sprint symmetrically. The Commission believes that a bill and keep approach is appropriate because it emphasizes the need for various networks to interconnect and for carriers to recover their costs from charges imposed upon their own customers. *Id.* at pages 17-19.
357. The Commission took the same position in the recent ICG arbitration, as expressed in *Decision No. C00-858*, August 7, 2000.
358. In its procedural order concerning this investigation (*Decision No. R00-612-I*, June 5, 2000), the Commission ordered that the issue of reciprocal compensation for ISP-bound traffic will not be part of Workshop I concerning Qwest’s compliance with § 271 Checklist Item No. 13. The issue has been deferred to a future time and workshop, to be determined. *Id.* at pages 34, 35.
359. The positions of participants regarding reciprocal compensation for ISP-bound traffic that are presented in succeeding portions of this report relating to Checklist Item No. 13 are included as a courtesy to the participants to record their respective views, not as an issue in dispute for the purposes of this report.

3. Qwest's Position

360. On November 30, 1999, Qwest witness Michael J. Weidenbach provided direct testimony stating that Qwest had met the requirements of Checklist Item No. 13 concerning reciprocal compensation arrangements in accordance with § 252(d)(2) of the Act. This testimony was subsequently adopted by Qwest witness Thomas R. Freeberg in his rebuttal affidavit filed on May 22, 2000. *Exhibit 1-USWC-H*. The Qwest witness stated that Qwest has a concrete legal obligation to include reciprocal compensation arrangements as specified in the SGAT and in CLEC interconnection agreements in Colorado. Also, symmetrical compensation arrangements obligate Qwest to pay a CLEC for transport and termination of traffic originated by Qwest at the same rate that Qwest charges to transport and terminate traffic originated by the CLEC. The reciprocal compensation rates in the SGAT and the existing interconnection agreements are symmetrical. *Id.* at pages 62, 68.
361. Call termination charges apply to local traffic and involve the terminating carrier's end office switching. Reciprocal compensation arrangements compensate the terminating carrier for the use of its switches on a usage sensitive basis. The SGAT includes a single rate element, which is a per-minute of use charge for termination. *Id.* at pages 53, 54.
362. For the provision of transport services, Qwest provides direct trunked transport and tandem-switched transport to CLECs and, wherever possible, Qwest provides two-way trunking. Parties may purchase transport services from each other, a third party or from a third party that has leased a Private Line Transport Service facility from Qwest. The direct trunked transport is available between the serving wire center at the point of

interconnection and the terminating party's local tandem or end office switches. The tandem-switched transport links two or more end offices through a tandem switch. The Qwest witness stated that the mix of end office switching and tandem switching is important to ensure the most efficient and cost effective form of transport between two networks. Direct traffic involves two switches and a single path, while the tandem-switched traffic involves at least three switches and two paths. The tandem-switched route is more costly; therefore, the direct-trunked route is favored to manage building traffic. Qwest accommodates two-way trunks wherever possible. However, separate trunk groups will be established based on billing, signaling, and network requirements. *Id.* at pages 55-58.

363. The Qwest witness further described the rate elements associated with reciprocal compensation. Direct-trunked transport has two rate elements: (1) a fixed, per month charge and (2) a fixed per mile charge. Direct-trunked transport levies different charges for DS1 and DS3 transmission levels. Direct trunk charges are adjusted when the trunks are established as two-way trunks. Tandem-switched transport has two rate elements: (1) a transport element and (2) a switching element. Both the transport element and the tandem-switching element are fixed, per-minute-of-use rates. *Id.* at pages 60, 61.
364. Call transit is available for two CLECs that do not interconnect with each other to exchange traffic. The CLECs can exchange traffic by transmitting calls across Qwest's network. Qwest will accept traffic originated by a CLEC or ILEC and will terminate it at a point of interconnection with another CLEC or ILEC. *Id.* at pages 59, 60.

365. Qwest will record bill-and-pay reciprocal compensation in accordance with the SGAT and the various interconnection agreements in Colorado. Certain types of calls or types of interconnection require the exchange of billing records between Qwest and the CLEC. Qwest uses a system that collects and formats call data from the SS7 Network to determine requirements for billing and reporting. Where possible and appropriate, existing accounting and settlement statements will be used to exchange records and bill. *Id.* at page 63.
366. With regard to whether Qwest owes reciprocal compensation in relation to ISP-bound traffic, he stated that Qwest will pay ICG as ordered by the Colorado Commission, subject to adjustments excluding toll traffic and internet protocol voice traffic from billed amounts. The Qwest witness stated that on February 28, 1999, the FCC issued a ruling in its *Inter-Carrier Compensation for ISP-Bound Traffic Order* in which it concluded (1) that ISP-bound traffic, on a jurisdictional basis, is largely non-local interstate traffic and (2) that such jurisdictional nature notwithstanding, state commissions possess the authority under § 253 of the Act to determine the inter-carrier compensation mechanism for such traffic. He also stated that Qwest intends to pursue this issue in future interconnection negotiations. *Id.* at pages 64, 65.
367. The Qwest witness stated that Qwest has an SGAT that obligates it to pay reciprocal compensation. Qwest is a party to Commission-approved interconnection agreements that obligate it to pay reciprocal compensation and Qwest is paying reciprocal compensation. In Colorado, Qwest will pay reciprocal compensation for ISP-bound traffic pursuant to orders by the Colorado Commission. He stated that Qwest has met its obligation to pay reciprocal compensation pursuant to the Act and FCC and Colorado

Commission orders. Additionally, Qwest has developed detailed processes that support reciprocal compensation billing and payments to CLECs. A CLEC or Qwest may request an audit of reciprocal compensation billing. *Id.* at pages 66, 67.

368. In conclusion, Qwest's processes, procedures, and capabilities for reciprocal compensation ensure that an efficient competitor is afforded a reasonable opportunity to compete. Thus, Qwest's witness testified that Qwest satisfies the reciprocal compensation requirements of Checklist Item No. 13 through the Qwest SGAT and the various interconnection agreements with CLECs in Colorado. *Id.* at page 68.

4. Competitors' Positions

369. On May 8, 2000, WorldCom filed initial comments regarding Checklist Item No. 13. *Exhibit 1-WCom-K*. As a general matter, WorldCom requested that comments on Checklist Item No. 13 be deferred pending a final Colorado Commission ruling on the Qwest/Sprint interconnect agreement arbitration (Docket No. 00B-011T). In any event, the treatment of ISP-bound traffic is clearly in dispute; and WorldCom does not agree with the SGAT provision that ISP traffic is interstate. *Id.* at pages 5-7.
370. Notwithstanding its belief that consideration of Checklist Item No. 13 should be deferred, WorldCom did comment on specific SGAT sections:
371. The tandem switch definition should be changed so that a CLEC end office switch could be classified as a tandem switch. The SGAT requires that, in order to be considered to be a tandem switch, a CLEC switch must serve the **same** geographic area as the Qwest tandem. WorldCom contends that the FCC has determined that only a **comparable** area

need be served. The SGAT should be changed accordingly. The SGAT also specifies how many times traffic is switched by the CLEC in order to determine which reciprocal compensation rates should be charged. WorldCom contends that the number of times traffic is switched by a CLEC is irrelevant. Rather, the comparable area served should be the determining factor. *Id.* at pages 7, 8.

372. The SGAT specifies that access charges for intraLATA traffic will be symmetrical and shall be Qwest's tariffed rate. WorldCom has established switched access rates and should be permitted to charge its own rates. *Id.* at page 9.
373. Since the Entrance Facility is used for local interconnection purposes, it should be priced at TELRIC rates and not from Qwest's access tariffs. *Id.* at page 9.
374. WorldCom takes exception to the manner in which the SGAT calculates the relative use factor for determining each party's obligation for costs of two-way facilities, such as LIS trunks, EICT, and DTT. *Id.* at pages 7-13.
375. WorldCom further stated its position that the Act, recent court decisions, and logic require reciprocal compensation for ISP-bound traffic and that the Colorado Commission should direct that the SGAT be changed accordingly. *Id.* at page 13-18.
376. WorldCom raised other issues concerning how mileage charges should be computed, whether CLECs should have to pay nonrecurring charges for trunk installation, and the application of transport charges to local traffic that is consistent with toll access. *Id.* at pages 18-20.

On May 19, 2000, Michael J. Henry of WorldCom raised additional issues in his prefiled direct testimony relating to Checklist Item No. 13 regarding reciprocal compensation. *Exhibit 1-WCom-M*. WorldCom stated that it believes that there should be no distinction made between traffic that terminates to ISP end users and other end users, as WorldCom does not make such distinctions in its end user tariffs, and handles all end user traffic utilizing the same network and switches. All such traffic that does not involve inter-exchange carriers should be treated as local for inter-carrier compensation purposes, as well as for purposes of determining financial responsibility for shared interconnection facilities, consistent with the way Qwest provides services to ISP end users out of its local exchange and general exchange tariffs. The appropriate inter-carrier compensation mechanism for such traffic should be reciprocal, symmetrical compensation. *Id.* at page 2.

377. WorldCom witness Henry stated that, based upon the SGAT and on Qwest's testimony, Qwest has two central goals: (1) to exclude local traffic which terminates to ISPs from the application of reciprocal compensation and (2) to impose its own network definitions on a CLEC in such a way as to essentially penalize a CLEC, from a reciprocal compensation perspective, if the CLEC does not have a network which replicates the Qwest network. *Id.* at page 3.
378. He further stated that Qwest is "also trying to avoid its reciprocal compensation obligations by reducing the level of payment it makes to CLECs for all traffic subject to reciprocal compensation by specifying definitional language for End Office Switches and Tandem Office Switches." He stated that Qwest will use its proposed definitions, which reflect the architecture of its monopoly, ubiquitous network, to assert that a CLEC's

network, unless it replicates the Qwest network, would not be eligible to receive compensation at the tandem rate level (tandem, transport, and end office) and instead would only compensate the CLEC at the end office rate. He declared that, based on Qwest's testimony, it is obvious that Qwest has no intention of extending the concept of symmetry to tandem traffic. *Id.* at pages 4, 5.

379. WorldCom witness Henry stated that Qwest is incorrect in its interpretation and application of the FCC declaratory ruling on the jurisdictional nature of ISP traffic and its impact on inter-carrier compensation. He concluded that Qwest's exclusion of ISP traffic from reciprocal compensation payments, based on a now-vacated FCC decision, should not be allowed and that Qwest's SGAT perpetuates the error. Additionally, he stated that, from a competitive perspective, Qwest's position fails to recognize the CLEC's role in the market. The CLECs perform a function, both in terms of capital assets and operations and maintenance (O&M) expense, which relieves Qwest of the need to perform the same function. Thus, it is financially neutral for Qwest to make payment to CLECs in an amount equal to the cost it avoids by not having to perform such transport and termination functions. *Id.* at pages 5-7.

380. Mr. Henry stated that Qwest's proposal would result in establishing a double standard for what constitutes the efficient operation of a telecommunications network: a higher rate for Qwest and a significantly lower rate for all carriers to whom Qwest must pay inter-carrier compensation. Thus, entrants would be penalized for being only slightly more efficient than Qwest, and Qwest would be rewarded for being less efficient than all other carriers. *Id.* at pages 8, 9.

381. Specifically, WorldCom has concerns about the definitions that relate to reciprocal compensation arrangements. First, the existing definitions of end office switches and tandem switches are too restrictive. The existing definition of End Office Switches would allow Qwest to preclude a CLEC from receiving the appropriate level of reciprocal compensation and also fails to recognize the broader function and services that can be performed by a switch. The tandem definition should be changed so that a CLEC switch can be recognized both as an end office and tandem switch. *Id.* at page 10.
382. WorldCom witness Henry also raised concerns about the terms and conditions that reflected Qwest's attempt to require a CLEC's network to mirror the network architecture Qwest has deployed over its decades as a monopoly provider of telecommunications. WorldCom stated that the number of times traffic is switched does not control whether a CLEC qualifies for tandem treatment. If a WorldCom switch serves a geographic area comparable to the area served by Qwest, then the tandem switching transport and end office-switching rates should apply. *Id.* at page 11.
383. WorldCom expressed concern about how Qwest has applied the concept of symmetrical treatment. While Qwest has not been willing to apply the FCC's rules requiring symmetrical treatment for local traffic, it has advocated its use for the application of switched access charges to the exchange of intraLATA toll traffic. Mr. Henry contends that WorldCom has established switched access rates and should be permitted to charge its approved rates for switched access. To require a CLEC to use Qwest's tariff rates based on a perceived need for symmetry is unsupportable and places an unfair administrative burden on the CLEC. In order to protect CLECs from Qwest's preservation of its self-interests, the SGAT section must be modified to appropriately

allow each carrier to bill switched access charges in accordance with its applicable tariffs.
Id. at page 12.

384. WorldCom stated that Qwest's SGAT also restricts the ability of a CLEC to utilize existing network facilities by refusing to adjust pricing to reflect "commingling" of UNEs with existing access services. He stated that WorldCom does not seek to substitute UNEs for access services, but proposes that a CLEC choosing to utilize an existing facility purchased as Private Line Transport Service from the state, or FCC Access Tariffs in conjunction with its use of UNEs, should have the tariff rates "ratcheted" to reflect the UNE usage on the commingled facility. *Id.* at pages 12, 13.

385. WorldCom voiced a number of concerns about Qwest's SGAT language, including, but not limited to:

- There is an inappropriate exclusion of the consideration of ISP traffic when calculating the relative use factor for determining each party's obligation for the cost of two-way facilities, such as entrance facilities, EICT, and direct trunk transport. The Colorado SGAT should treat ISP traffic as local traffic subject to reciprocal compensation.
- Mileage should be calculated between the POI and the tandem or end office.
- CLECs should not have to pay the non-recurring charges for trunk installation.
- Qwest must apply tandem transmission (transport charges) for local traffic in a manner consistent with how this is applied in the access world. An inconsistency with common industry practices exists when billing is based on mileage between the rate centers, not based on the physical path of the call.

- There is an inappropriate inclusion of a variable component of transit pricing as a part of tandem transmission.
- Qwest should be able to identify the traffic sent without a CPN or should have the ability to work with originator of the traffic to determine the jurisdiction of the traffic and be made whole. (WorldCom proposes using a “change-to number” as proxy of CPN.)
- SGAT § 7.3.9 is not consistent with UNE-P or resale, and Qwest should clarify the circumstances under which this provision is intended to apply.

Id. at pages 13-23.

In summary, based upon its filed comments and testimony of Mr. Henry, WorldCom has many concerns about Qwest’s compliance with Checklist Item No. 13 and with the provisions of Qwest’s SGAT.

386. On May 8, 2000, AT&T filed comments concerning Qwest’s compliance with Checklist Item No. 13. *Exhibit I-ATT-J*. It asserted that, first, Qwest has refused to pay AT&T reciprocal compensation for traffic bound to Internet service providers in Colorado and that Qwest also excluded ISP traffic from the payment of reciprocal compensation in its Colorado SGAT. Second, Qwest’s SGAT improperly requires CLECs to establish a Point of Interconnection (POI) in every Qwest wire center or local calling area in the Colorado SGAT. Third, Qwest seeks to assess tandem transmission charges on CLECs for transport between a host switch and a remote switching module when the CLEC is completing calls to Qwest customers served by the remote. Fourth, Qwest seeks to require CLECs to assess Qwest’s access charges on other carriers. AT&T asserts that

CLECs should be free to assess charges that reflect their own carrier costs, not Qwest's. Finally, AT&T stated that Qwest's SGAT fails to comport with the requirement that each carrier should be able to recover its costs for providing interconnection services. *Id.* at page 43.

387. Concerning Qwest's refusal to pay reciprocal compensation for ISP-bound traffic, AT&T stated that the FCC gave state commissions the authority to determine that reciprocal compensation should be paid for ISP-bound traffic until the FCC issues rules on the subject. Because a call to an ISP terminates at the local ISP's premises under the FCC's own regulations, it is a local call; and AT&T asserts that federal law requires carriers to pay reciprocal compensation for calls to ISPs. Based upon the Act, FCC orders and regulations, and this Commission's prior decisions, Qwest's unilateral refusal to pay reciprocal compensation for ISP-bound traffic in its SGAT and under its legally-binding interconnection agreements violates the Act and is reason to conclude that Qwest has not complied with § 271. *Id.* at pages 43-48.

388. AT&T charged that Qwest's SGAT improperly requires CLECs to establish a POI in every Qwest local calling area. AT&T stated that the SGAT further requires that, if a CLEC does not wish to establish a POI in every Qwest local calling area, it must negotiate with Qwest. Alternatively, the SGAT permits interconnection to a hub location on a negotiated basis. However, the CLEC must purchase Qwest's private line facilities at non-cost-based rates from the hub location to the CLEC POI. AT&T stated that these SGAT requirements are inconsistent with the Act and the FCC's orders and rules, which permit interconnection at any technically feasible point. AT&T also found this

requirement to be discriminatory as it forces the CLEC to provision and pay for a trunking network as large as the Qwest network. *Id.* at page 48.

389. AT&T also disagreed with Qwest that tandem transmission charges should be assessed on the CLECs for transport between the host switch and a remote switching module when CLEC traffic completes to Qwest customers served by the remote. AT&T stated that § 7.3.4.2.3 of the SGAT is incorrect from an engineering point of view, is contrary to common practice, and cannot be supported by FCC orders. AT&T stated that this appears to be another situation in which Qwest seeks to impose exorbitant tandem transport charges, in a discriminatory manner, when no such transport charge is warranted. AT&T contends that the distance between the host office and the remote switch cannot be counted as tandem transport. *Id.* at pages 50, 51.

390. AT&T charged that Qwest's expectations for CLECs to assess access charges to Qwest for interLATA toll service based on Qwest's tariffed rates is inappropriate and in conflict with standard regulatory policy. AT&T stated that Qwest is forcing CLECs to use a Qwest tariff to determine the CLEC's rates and rate structure for a service and that the Qwest tariff has no relationship to the CLEC's costs or its right to determine appropriate prices and price structure for access charges. AT&T also stated that Qwest's decision to exclude "Internet Related Traffic" from the compensation it will pay to CLECs for terminating Qwest traffic and its exclusion of cost sharing for jointly used entrance facilities and direct trunk transport prevent CLECs from recovering costs associated with interconnection in violation of § 251 of the Act. *Id.* at pages 51, 52.

391. On May 8, 2000, Sprint submitted its comments about Checklist Item No. 13. *Exhibit 1-Sprint-O*. The comments stated that Sprint and Qwest recently had arbitrated the issue of whether Sprint is entitled to reciprocal compensation for termination of ISP-bound traffic and that the Commission found that a “bill and keep” arrangement was the most appropriate method to compensate the parties for the costs they incur in regard to ISP-bound traffic. Sprint was in the process of evaluating its options and might seek reconsideration of this decision. Sprint stated that compensation for the termination of local traffic is necessary to appropriately compensate CLECs for traffic originated by customers of Qwest and that the Commission should revisit this issue prior to issuing any determination that Qwest has satisfied Checklist Item No. 13. *Id.* at page 2.
392. Rhythms, JATO, and Level 3 (Joint Commentors) submitted their comments on May 8, 2000, regarding Checklist Item No. 13. *Exhibit 1-Joint-P*. The Joint Commentors stated that Qwest’s stance on the topic of reciprocal compensation has been unambiguous in its refusal to pay reciprocal compensation for calls originating for Qwest’s end user customers that CLECs terminate to ISPs. They also stated that this has been Qwest’s position despite interconnection agreements to the contrary and regardless of rulings by the Colorado Commission in several dockets requiring that such payments be made. The Joint Commentors asserted that Qwest has adopted its own version of the “pick and choose” principle (*i.e.*, Qwest complies with orders it agrees with and chooses to ignore those with which it disagrees). The Joint Commentors stated that the Qwest position not only violates current legal authority, it also is contrary to sound public policy. The only way for CLECs to be compensated for delivering calls from ILECs’ customers to ISPs is through the reciprocal compensation mechanism. Calls to ISPs should be eligible for

reciprocal compensation because they are more like local calls than interexchange calls and should be treated as such. Calls made by Qwest's end users to ISPs require the same switching, transport, and termination facilities as voice calls that unquestionably are subject to reciprocal compensation. Moreover, like CLECs, Qwest serves ISPs on its networks and receives full local rates for terminating such traffic to its ISPs. The Joint Commentors stated that the Commission should direct Qwest to modify its Colorado SGAT to include provisions treating ISP-bound calls as local traffic subject to reciprocal compensation. *Id.* at pages 3-10.

393. ICG Telecom Group, Inc., submitted initial comments concerning Checklist Item No. 13 on May 9, 2000. *Exhibit 1-ICG-N*. ICG believes that it is critically important to the development of competition in Colorado that the Commission enforce both the appropriate reciprocal compensation rate and the payment of reciprocal compensation for calls to the ISPs. ICG stated that much of the disagreement about reciprocal compensation is policy-oriented rather than factual in nature. ICG acknowledged that a significant amount of traffic that Qwest delivers to CLECs is destined for ISPs. ICG contends that, without reciprocal compensation for delivering Qwest's traffic to ISPs, CLECs would have few alternatives but to raise their rates, absorb their costs, or decline to provide service to ISPs, all of which would be detrimental to the ability to attract and keep customers. Without receiving fair compensation for the service they provide their competitors, CLECs such as ICG would be significantly hindered in the competitive marketplace. ICG stated that CLECs are not requesting special treatment, they are requesting only that they be allowed to recoup costs incurred on behalf of other carriers.

In essence, CLECs are being asked to carry large volumes of Qwest-originated traffic without the ability to charge Qwest for its carriage. *Id.* at pages 2-7.

394. Consistent with comments made by other CLECs, ICG stated that the Commission should establish a reciprocal compensation rate that recognizes that the CLEC networks perform similar functions and serve comparable geographic areas to those that are served by Qwest through its local tandem switches. To ensure symmetrical compensation between CLECs and Qwest, the appropriate rate for CLEC termination of Qwest traffic would be the sum of the Qwest tandem switching, transport, and end office switching rate elements. The same reciprocal compensation rate applied to voice traffic should apply to any other local traffic, including traffic delivered to ISPs. ICG also charged that Qwest's proposed definition of tandem office switches is unduly restrictive and inconsistent with the FCC's position that a CLEC switch need only serve a comparable geographic area, not an identical geographic area. In conclusion, ICG stated that rates for reciprocal compensation should be symmetrical and include tandem switching, tandem transport, and end office switching regardless of the configuration of the carrier's network. *Id.* at pages 7-9.

395. No other parties to this proceeding filed testimony prior to Workshop 1 held during the period June 6 through June 8 and June 28 through June 30, in which Checklist Item No. 13 was discussed.

5. Qwest's Response

396. On May 18, 2000, Qwest filed a motion with the Colorado Commission to strike the issue of reciprocal compensation for ISP-bound traffic from the workshop proceeding. Qwest

stated that the FCC has conclusively determined that compensation for ISP-bound traffic is an “inter-carrier compensation” issue, not a “reciprocal compensation” issue and not a Checklist Item No. 13 issue. Thus, according to Qwest, compensation for ISP-bound traffic is irrelevant to this proceeding. Qwest asserted that there is no provision of the Act and no FCC order that requires Qwest to pay CLECs reciprocal compensation for ISP-bound traffic. Qwest further stated that no CLEC is required to accept the SGAT’s terms and that those CLECs who believe reciprocal compensation should be paid for this traffic are free to decline this arrangement in the SGAT and to separately negotiate or arbitrate this issue with Qwest. Qwest asserted that the Commission is asked only to determine whether Qwest complies with the checklist requirements of § 271, not to develop its overall policy or legal determination on the issue of ISP-bound traffic in this § 271 proceeding. Qwest does not deny that, under the current regulatory regime, the Commission can address whether carriers should be compensated for handling ISP-bound traffic, but that the issue properly should be addressed in § 252 arbitrations.

397. On May 22, 2000, Mr. Thomas R. Freeberg of Qwest submitted a rebuttal affidavit concerning Checklist Item No. 13. *Exhibit 1-USWC-H*. He stated that, despite the fact that Qwest vociferously asserts that it should not be required to pay reciprocal compensation for ISP-bound traffic, Qwest paid approximately \$85 million to other local carriers for their handling of incoming traffic from interconnection trunks in 1999. During that same period, Qwest billed other carriers less than 10 percent of the \$85 million. When Qwest was ordered to pay for ISP-bound traffic, it did. Mr. Freeberg stated that, to the extent any carrier believes it should receive compensation for ISP-

bound traffic, the proper forum for that dispute is a § 252 arbitration or separate Commission docket on the issue. *Id.* at pages 6-8.

398. Qwest witness Freeberg continued by stating that, while the CLECs suggest that the SGAT's language with respect to exclusion of ISP-bound traffic from reciprocal compensation is improper, impractical, or impossible, that is simply not true. He stated that Qwest has multiple methods available to the parties for tracking such traffic. *Id.* at page 9.
399. In response to AT&T and WorldCom requests that Qwest modify the SGAT's definition of tandem switching, tandem switching rate, geographic area served, and end office rate, Qwest stated that AT&T and WorldCom are proposing a loosely worded definition of tandem switch. Section 7.3.4.2.1 of the SGAT was intended to compensate a carrier when it switched traffic at both its end office and at its tandem switch. One carrier should not compensate the other as if it switched the call twice when it only switched the call once. Taken in combination, the AT&T and WorldCom proposals could effectively require Qwest to pay double the already lopsided compensation that it has paid in the past. Qwest does not charge a CLEC both the end office rate and the tandem rate unless both switches are actually used on a specific call. Neither Qwest nor the CLEC should be able to charge for switching that it does not actually perform for the other. *Id.* at pages 9-11.
400. Qwest witness Freeberg stated that CLECs have the option of eliminating Qwest's tandem switch (and therefore the tandem switch rate) from the call path by establishing direct trunks from its end office to the Qwest office. In fact, approximately 75 percent of

the existing interconnection trunks use this architecture. Thus, CLECs who pay both the tandem switching and the end office switching do so at their own choice and benefit. *Id.* at page 11.

401. He further stated that AT&T's assertion that Qwest does not allow one POI per LATA and does not allow interconnection at any technically feasible point is not true. He stated that Qwest's SGAT offers CLECs four options for interconnection with the Qwest network: (1) Entrance Facilities; (2) Collocation; (3) Meet-point; and (4) InterLocal Calling Area Facilities. The SGAT sets forth these four standard arrangements, the fourth of which clearly allows one POI per LATA. It is the opinion of Qwest that the true dispute is not whether Qwest offers one POI per LATA, but whether Qwest can charge retail rates for the transport of calls that it carries outside the local calling area to a distant part of the LATA. During the Arizona workshops, AT&T acknowledged that the cost, not availability, is the true issue. In Colorado, over 90 percent of the traffic is flowing from Qwest to CLECs, primarily due to the CLECs' focus on ISPs and other inbound-only services. This means that Qwest could be required to pay over 90 percent of the cost of construction and maintenance of the facilities to the most distant point in the entire LATA. Such circumstance would constitute an extraordinary and unfair burden. *Id.* at pages 12-14.

402. It is Qwest's opinion that the SGAT § 7.1.2.4 is consistent with the requirements of both the FCC and the Act. Qwest is required to charge TELRIC rates for transport within the local calling area but may charge private line rates for transport between calling areas. Qwest offers one POI per LATA and charges TELRIC rates for transport within the local calling area; however, it charges private line rates for transport outside of the local calling

area. Further, as to WorldCom's proposal that the SGAT definition in § 4.22 eliminate the reference to ". . . then current EAS/local serving areas as determined by the Commission," Qwest disagrees. The Commission has historically managed the boundaries of flat-rated local calling areas and is expected to continue to do so. Qwest clearly lacks the opportunity to freely alter the EAS boundaries and seeks only to preclude disputes about the existence of such boundaries. *Id.* at page 15.

403. AT&T and WorldCom suggested that if they choose to mix local/toll traffic on a private line, Qwest should "ratchet" its rates and charge TELRIC rates for the percentage of the traffic on the private line that is local traffic and private line rates for the percentage of traffic that is special access. Qwest witness Freeberg stated that the FCC's *UNE Remand Order* does not require Qwest to convert circuits to TELRIC rates unless they carry a significant amount of local traffic. The SGAT proposes a number of options from which to choose to accomplish interconnection between LECs. These options are extended to provide CLECs with alternatives to maximize efficient use of their facilities. *Id.* at pages 16, 17.

404. Mr. Freeberg asserted that Qwest's SGAT states that Qwest will be compensated at § 252(d)(1) rates for transporting traffic between host switches and their remotes even though AT&T believes that Qwest should be required to transport such traffic for free. Qwest is legally and constitutionally entitled to compensation for the transport of this traffic. Qwest does not request that it be compensated for switching or transport that it does not provide. However, it should be compensated for the interoffice transport it actually provides. *Id.* at page 18.

405. In response to AT&T and WorldCom's comments concerning symmetry of non-local traffic charges, non-recurring charges, two-way true-up of charges for EICT/MUX/EF, mileage charges associated with transit, "no CPN" call handling and use of NPAC, Qwest is optimistic that the participants will reach a common understanding and agreement on SGAT language in the Colorado workshops. *Id.* at page 19.

6. Principal Workshop Discussions and Resolutions

406. Workshop 1, which included a discussion of Checklist Item No. 13, commenced on June 6, 2000. The first session of this workshop continued through June 8, 2000. A follow up workshop was held on these issues June 29-30, 2000; and a few issues were held over until the workshop held August 1-3, 2000. Qwest's principal witness, Thomas R. Freeberg, stated that he had filed rebuttal testimony on May 22, 2000 (*Exhibit 1-USWC-H*), and that he was adopting the original testimony of Michael J. Weidenbach of Qwest, filed on November 30, 1999 (*Exhibit 1-USWC-G*).

407. In the SGAT, reciprocal compensation matters are addressed in § 7.3. Other section references are contained in the discussions on reciprocal compensation, however, because this checklist item affects many different subjects within the SGAT. The rates for the elements of reciprocal compensation are contained in Exhibit A of the SGAT.

408. By way of background, Qwest witness Freeberg stated that, as of March 1, 2000, Qwest had 117,000 trunks in service between itself and other local carriers. Across these trunks, Qwest and other local carriers exchanged almost 750 million minutes of calls in February, 2000. Further, Qwest explains reciprocal compensation as the payment between Qwest and the CLECs for the transport and termination of local traffic between

their respective networks. The Company provides transport options, specifically, direct trunked transport (DTT) and tandem-switched transport to CLECs. Direct trunk transport is an uninterrupted path between two end offices. Tandem-switched transport links two or more end offices through a tandem switch. In addition, call transit is available for two CLECs who do not interconnect with each other to exchange traffic.

409. The remainder of this portion of the report will summarize the workshop discussions and resolutions in Workshop Issue Identification Number sequence for ease of readability, even though that may not have been the actual sequence of the workshop discussions.
410. **Workshop Issue ID No. 13-1:** This issue did not concern a specific section of the SGAT, rather it was a general discussion of Qwest's performance on paying reciprocal compensation to CLECs. AT&T initially raised this issue by stating that Qwest had not paid reciprocal compensation owed to it. Qwest submitted into the record *Exhibit 1-USWC-28*, which demonstrated that Qwest had paid \$14.8 million in 1999 to CLECs in Colorado for reciprocal compensation. AT&T indicated that it had not received any payment in 1999 from Qwest.
411. Qwest asserted that it had entered into a settlement with AT&T for the payment of non-ISP bound traffic. AT&T concurred that, at the beginning of 2000, AT&T and Qwest had entered into a settlement agreement that cleaned up many of the prior billing, measurement and volume issues having to do with reciprocal compensation. Both parties agreed that the issue of Internet Service Provider traffic was still open, but would be resolved during a future workshop or Commission proceeding. The remaining issue was closed.

412. **Workshop Issue ID No. 13-2:** This issue is very similar to Issue ID No. 13-1, only it was a concern of ICG. ICG contended that Qwest had not paid reciprocal compensation due to ICG since March of 1998. ICG stated that the Colorado Commission had even adopted an order that required Qwest to pay ICG for local usage.
413. Qwest stated that it had, at that point in time, paid approximately 85% of its bill from ICG including ISP traffic and had negotiated a dispute resolution process for the remaining disputed bills regarding toll bridging and transiting. ICG did not agree with this and stated that it may be re-opening its complaint with the Commission. However, ICG did agree that there was nothing further to be done in the workshop process and that this issue could be closed.
414. **Workshop Issue ID No. 13-3:** This issue was raised by AT&T and WorldCom for discussion regarding the appropriateness of commingling of local and long distance traffic on DS-3 interconnection trunks. With this discussion was a concern by Qwest for the ratcheting of rates by using UNEs to bypass the special access circuits. In SGAT §§ 7.3.1.1.2 and 7.3.1.1.3 the definition of the rates charged for local traffic and for access traffic are clearly not the same. The CLECs assert that, if they have spare capacity on an interconnection trunk, they should be able to use that spare capacity for their special access traffic. They would agree to pay the appropriate percentage, based on local usage, at the TELRIC local rate and the remaining percentage at the special access tariffed rate.
415. Qwest referred the participants to the FCC's *Supplemental Order* at ¶ 28. Qwest stated that the FCC in this order had stated that it rejects the suggestion that it should eliminate

the prohibition on commingling for local usage. There was a concern on the part of the FCC that lifting this prohibition would lead to UNEs being used solely or primarily to bypass special access services. Further, Qwest had a logistical concern that the LECs would not be able to properly differentiate the local and the special access traffic to determine what rates would apply.

416. The participants could not agree on a resolution of this issue; therefore, it reached impasse and legal briefs were filed.
417. **Workshop Issue ID No. 13-4:** This issue, regarding one Point of Interconnection (POI) per LATA and the transport rates associated with that arrangement, was raised by the CLECs. The CLECs' initial concern was that Qwest was requiring a POI in every Qwest local calling area where the CLECs had local end user customers. WorldCom cited Judge Daniels' ruling in US District Court that, in WorldCom's interpretation, stated that a single point of interconnection per LATA was appropriate.
418. Qwest asserted that in SGAT § 7.1.2, Qwest makes allowances for a single physical POI per LATA where they CLECs have local customers. There is no requirement in the SGAT, according to Qwest, for a POI per local calling area. There is a distinction drawn between physical and virtual POIs. Qwest is requiring only one *physical* POI per LATA, but virtual POIs in local calling areas. This distinction is made by Qwest to help the CLECs understand when TELRIC rates apply and when market rates apply. It is Qwest's assertion that, when traffic is carried outside a local calling area, private line market-based rates for that transport apply. Because Qwest applies market rates in these situations, reciprocal compensation would not be relevant.

419. With Qwest's clarification of SGAT § 7.1.2 and its explanation of the way rates are applied, Issue No. 13-4 became more narrowly focused on the rates. The CLECs asserted that they do not believe Qwest's SGAT language is clear that only one POI per LATA is required. In addition, they do not think Qwest should be able to charge private line tariffed rates for transport carried between two local calling areas. This issue was not resolved and therefore reached impasse; and legal briefs were filed.
420. **Workshop Issue ID No. 13-5:** AT&T raised an issue of significant concern. The issue relates to the host/remote switch network where Remote Switching Units (RSUs) are placed closer to the end user customers and connected back through the host switch at some further away central office. Qwest does not allow CLECs to collocate at RSUs, thereby causing CLECs to pay for longer transport distances. AT&T asserts that this extra transport cost, between the Qwest RSU and the Qwest host switch, is already included in the rate for termination of local traffic. AT&T believes that, if Qwest is allowed to charge CLECs for this transport, it would be double-recovering the costs. From the CLECs perspective, this problem is exacerbated by the fact that CLECs have few switches in the state and already have longer loop lengths for which they must pay transport.
421. In SGAT § 7.3.4.2.3, when CLECs terminate traffic at remote switches, tandem transmission rates will be charged for the mileage between the remote and the host switches. Qwest does not believe it should provide CLECs with free transport for this distance. In addition, Qwest asserted that the language in the SGAT concerning the collocation of switches and RSUs tracks the language of the FCC's decision and rule.

422. The participants could not reach agreement on the resolution of this issue and impasse was reached. Legal briefs were filed.
423. **Workshop Issue ID No. 13-6:** This issue incorporated discussions on the same topic as Issue ID No. 13-4. The two issues were joined and briefed together as one impasse issue.
424. **Workshop Issue ID No. 13-7a:** This issue regards the definition of tandem switching and the associated rates. Included in this issue was a discussion on the use of the term “same geographic area” in the definition of Tandem Office Switches at SGAT § 4.11.2. AT&T submitted *Exhibit 1-ATT-53* for purposes of this discussion. This exhibit is an excerpt from the *Local Competition Order* at ¶ 1090. This paragraph from the FCC order uses the word “comparable” geographic area when defining when a CLEC switch would be considered a tandem switch for rating purposes. The CLECs assert that the SGAT language should mirror the language from the *Local Competition Order*. With this definition change, the CLECs would be able to charge symmetrical rates for purposes of reciprocal compensation.
425. Qwest disagreed with the CLECs’ proposed change to the SGAT language and instead cited three court decisions that have ruled differently than the FCC. The court decisions referenced by Qwest all state that the geographic area needs to be compared, and the functionality of the switch needs to be considered before it can be defined as a tandem for rating purposes. Qwest did concur with AT&T that this issue is on appeal at the United States Court of Appeals for the Ninth Circuit. The participants could not reach consensus on the definition of a tandem switch and the appropriate application of rates for reciprocal compensation. This issue reached impasse, and legal briefs were filed.

426. **Workshop Issue ID No. 13-7b:** This issue was separated from the discussion of Issue ID No. 7a. The issue of symmetry of rates for reciprocal compensation as a general matter was brought to the participants' attention by AT&T. AT&T's concern is that there are "hidden" rates which Qwest is charging CLECs that cannot be or are not being applied reciprocally. These rates include costs of collocation and long loops. AT&T submitted *Exhibit 1-ATT-54* with proposed language for SGAT § 7.3.1. This proposed language makes explicit the requirement that reciprocal compensation be symmetrical and fully compensatory to both parties for exchange of traffic.
427. Qwest did not agree with the inclusion of this proposed language. It stated that the additions were overly broad and made the SGAT more confusing instead of less. In addition, Qwest stated that many of these issues in AT&T's proposed language are covered by performance measurements in the ROC OSS Test. Specifically, these performance indicators are in the network interconnection (NI) measures series of PIDs.
428. At the conclusion of the discussion, the participants agreed that the issue of symmetrical rates needed to be revisited at a future workshop. Therefore, this issue was deferred to the workshop on General Terms and Conditions to be held at a later date.
429. **Workshop Issue ID No. 13-8:** WorldCom submitted *Exhibit 1-WCom-56* to clarify its concerns with SGAT §§ 7.3.7.1 and 7.3.8. In SGAT §§ 7.3.1.1.3.1 (entrance facilities), 7.3.2 (direct trunk transport), 7.3.1.2.1 (EICT) and 7.3.2.3 (multiplexing), WorldCom is advocating cost sharing between Qwest and the CLEC. The heart of this issue is the sharing of costs for ISP traffic. WorldCom asserts that "our disagreement about whether a traffic sensitive call termination/reciprocal compensation rate should apply to ISP

traffic should have no bearing on the issue of the shared cost of the interconnection trunking dedicated to the transmission of traffic between the two parties (sic) network (sic).” *Exhibit 1-WCom-56*, page 2.

430. Qwest did agree to make the changes proposed by WorldCom to SGAT § 7.3.8. Qwest did not agree with the other language proposed by WorldCom. Qwest asserted that, with *Exhibit 1-USWC-26*, it had fully explained how Qwest charges for the different aspects of carrying a CLEC call. WorldCom responded that it did not agree with Qwest. Therefore, the issue reached impasse and was briefed.

7. Staff Compliance Assessment

431. Subject to Commission resolution of impasse Issue ID Nos. 13-3, 13-4, 13-5, 13-7(a) and 13-8, Qwest has demonstrated that its access and interconnection arrangements include reciprocal compensation arrangements in accordance with the requirements of Section 252(d)(2), concerning charges for transport and termination of local telecommunications traffic, at just and reasonable terms.
432. These terms provide for the mutual and reciprocal recovery by each carrier of costs associated with the transport and termination on each carrier’s network facilities of calls that originate on the network facilities of the other carrier. The terms also determine such costs on the basis of a reasonable approximation of the additional costs of terminating such calls.
433. Pending resolution by the Commission of the impasse issues associated with this checklist item, Qwest has otherwise demonstrated that it complies with the requirements

of Checklist Item No. 13. This assessment is based upon the testimony, comments, exhibits submitted, and workshop discussions on this checklist item.

434. This assessment of compliance with Checklist Item 13, subject to resolution of the impasse issues, will be reviewed in the context of Qwest's performance against those performance measurements established in the ROC OSS Test to assure that Qwest continues to provide reciprocal compensation for transport and termination of local telecommunications on just and reasonable terms. The Commission will also review this assessment based on consideration of Colorado-specific or other commercial usage experience.

V. CONCLUSIONS

A. GENERAL CONCLUSIONS

435. 47 U.S.C. § 271 contains the requirements Bell Operating Company (BOC) entry into the in-region, interLATA market.
436. 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).
437. The Colorado PUC is a "state commission" as that term is defined in 47 U.S.C. § 153(41).
438. 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).

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

B. CHECKLIST ITEM NO. 3 CONCLUSIONS

440. Checklist Item No. 3 requires Qwest to provide nondiscriminatory access to the poles, ducts, conduits, and rights-of-way owned or controlled by Qwest at just and reasonable rates in accordance with § 224.
441. Qwest's provision of access to the poles, ducts, conduits, and rights-of-way owned or controlled by Qwest at just and reasonable rates in accordance with the requirements of Section 224, with the exception of three impasses issues, is no longer subject to dispute.
442. Based upon the testimony, comments, exhibits submitted, and workshop discussions, Qwest complies with the requirements of Checklist Item No. 3, subject to resolution by the Commission on the three issues which remain in dispute and subject to Commission review based on the ROC OSS Test and/or commercial usage experience.

C. CHECKLIST ITEM NO. 7 CONCLUSIONS

443. Checklist Element §§ 271(c)(2)(B)(vii)(I)(II) and (III) require Qwest to provide competing providers with nondiscriminatory access to 911/E911, operator services, and directory assistance, *i.e.*, access that is the same as the access it provides to itself. Equal 911/E911 access is critical in order to enable customers subscribing to services provided by new entrants to reach emergency services.

444. Qwest compliance with Checklist Item No. 7 is no longer disputed. Parties stipulated their agreement to the closure of one issue that impacted both Checklist Item No. 7 and Checklist Item No. 10 (recorded as Workshop Issue ID Nos. 7-2 and 10-7). The issue dealt with the SGAT provisions and the accuracy of underlying documentation relating to direct connections by CLECs.
445. Based upon testimony, comments, exhibits submitted, and workshop discussion, Qwest meets the requirements of Checklist Item No. 7, subject to Commission review based on the ROC OSS Test and/or commercial usage experience.

D. CHECKLIST ITEM NO. 8 CONCLUSIONS

446. Checklist Element § 271(c)(2)(B)(viii) of the Act requires Qwest to provide access and interconnection that includes white pages directory listings for customers of the other carrier's telephone exchange service.
447. The term "white pages" in § 271(c)(2)(B)(viii) refers to the local alphabetical directory that includes, at a minimum, the subscriber's name, address, telephone number, or any combination thereof.
448. The FCC requires that to meet this obligation, a BOC must demonstrate that it provides (1) nondiscriminatory appearance and integration of white page listings to customers of competitive LECs and (2) white page listings for competitors' customers with the same accuracy and reliability that it provides its own customers.
449. Qwest provides access and interconnection that includes white pages directory listings for customers of the other carriers telephone local exchange service.

450. Qwest has demonstrated that it provides nondiscriminatory appearance and integration of white page listings of customers of competitive LECs.
451. Qwest has demonstrated that it provides white page listings for competitors' customers with the same accuracy and reliability that it provides to its own customers.
452. Qwest's compliance with Checklist Item No. 8 is undisputed.
453. Based upon testimony, comments, exhibits submitted, and workshop discussions, and contingent upon Qwest's satisfactory performance in the ROC OSS Test, Qwest meets the requirements of Checklist Item No. 8, subject to Commission review based on commercial usage experience.

E. CHECKLIST ITEM NO. 9 CONCLUSIONS

454. Checklist Element § 271(c)(2)(B)(ix) of the Act requires Qwest to provide access and interconnection that includes, until the date by which telecommunications numbering administration guidelines, plans, or rules are established, nondiscriminatory access to telephone numbers for assignment to the other carriers' telephone exchange service customers. After that date, compliance with such guidelines, plans, or rules is required.
455. Prior to the transfer of these responsibilities to Lockheed-Martin and then to NeuStar, the FCC interpreted the requirements of § 251(b)(3) to mean that a LEC providing telephone numbers had to provide competing providers access to the numbers that were identical to the access that the LEC provided to itself.

456. After the transfer to Lockheed-Martin on September 1, 1998, Qwest must demonstrate that it adheres to industry numbering administration guidelines and FCC rules, including provisions which require accurate reporting of data to the code administrator.
457. Qwest has demonstrated that it adheres to industry numbering administration guidelines and Commission rules, including provisions which require accurate reporting of data to the code administrator.
458. The parties agreed, and the Commission ordered, the deferral of issues on Qwest's LRN policy and reassignment of ported numbers to Checklist Items Nos. 1 and 11, respectively.
459. With the deferral of the above issues to other checklist items, Qwest's compliance with Checklist Item No. 9 is not further disputed.
460. Based upon testimony, comments, exhibits submitted, and workshop discussions, and contingent upon Qwest's satisfactory performance in the ROC OSS Test, Qwest meets the requirements of Checklist Item No. 9, subject to Commission review based on commercial usage experience.

F. CHECKLIST ITEM NO. 10 CONCLUSIONS

461. Checklist Element § 271(c)(2)(B)(x) of the Act requires Qwest to provide access or offer to provide nondiscriminatory access to databases and associated signaling necessary for call routing and completion.

462. Section 271(c)(2)(B)(ii) of the Act requires a § 271 applicant to demonstrate that it offers “nondiscriminatory access to network elements in accordance with the requirements of §§ 251(c)(3) and 252(d)(I).”
463. Section 251(c)(3), in turn, establishes incumbent LECs’ duty “to provide, to any requesting telecommunications carrier for the provision of a telecommunications service, nondiscriminatory access to network elements on an unbundled basis at any technically feasible point on rates, terms and conditions that are just, reasonable and nondiscriminatory in accordance with the terms and conditions of the agreement and the requirements of (Section 251). . . and Section 252.”
464. In the *Second BellSouth Louisiana Order*, the FCC required BellSouth to demonstrate that it provided requesting carriers with nondiscriminatory access to “1) signaling networks including signaling links and signaling transfer points; 2) certain call related databases necessary for call routing and completion, or in the alternative, a means of physical access to the signaling transfer point linked to an unbundled database; and 3) service management systems; and to design, create, test, and deploy Advanced Intelligent Network based services at the SMS through a Service Creation Environment.”
465. As a result of the proceedings and record herein, with the exception of Workshop Issue ID Nos. 10-5 and 10-6, which deal with access to ICNAM and which reached impasse, Qwest’s provision of nondiscriminatory access to signaling networks, including signaling links and signaling transfer points to requesting carriers, is not further disputed. Also undisputed is Qwest’s provision of call-related databases necessary for call routing and completion or, in the alternative, a means of physical access to the signaling transfer

point linked to the unbundled database to requesting carriers. Further, its provision of Service Management Systems and the design, creation, and deployment of AIN based services at the SMS is not in dispute.

466. Based upon the testimony, comments, exhibits submitted, and workshop discussions, and contingent upon Qwest's satisfactory performance in the ROC OSS Test, with the exception of Issue ID Nos. 10-5 and 10-6, no party objects to a finding that Qwest meets the requirements of Checklist Item No. 10.

467. Based on the testimony, comments, exhibits submitted, and workshop discussions, and contingent on Qwest's satisfactory performance in the ROC OSS Test, Qwest meets the requirements of checklist item 10. The Commission may review this conclusion based on commercial usage experience.

G. CHECKLIST ITEM 12 CONCLUSIONS

468. Checklist Element § 271(c)(2)(B)(xii) of the Act requires Qwest to provide access and interconnection that includes nondiscriminatory access to such services or information as are necessary to allow the requesting carrier to implement local dialing parity in accordance with the requirements of § 251(b)(3).

469. Qwest's compliance with Checklist Item No. 12 is not disputed. Qwest provides access and interconnection to such services or information as necessary to allow CLEC to implement local dialing parity.

470. Based upon testimony, comments, exhibits submitted, and workshop discussions, and contingent upon Qwest's satisfactory performance in the ROC OSS Test, Qwest meets

the requirements of Checklist Item No. 12, subject to Commission review based on commercial usage experience.

H. CHECKLIST ITEM 13 CONCLUSIONS

471. Section 271(c)(2)(B)(xiii) of the Act requires that a § 271 applicant's access and interconnection include: "[r]eciprocal compensation arrangements in accordance with the requirements of Section 252(d)(2)." Reciprocal compensation arrangements refer to agreements between interconnecting carriers about charges for the transport and termination of local telecommunications traffic over their respective networks.
472. Checklist Item 13 Issue ID Nos. 13-1 and 13-2 have been closed and are, therefore, no longer in dispute. Issue ID No. 13-6 has been combined with Issue ID No. 13-4 and has therefore been closed as a separate issue. Issue 13-7b has been deferred to the General Terms and Conditions Workshop, so is closed for the purposes of this workshop. The preceding issues are, as far as Checklist Item 13 is concerned, no longer in dispute.
473. Issues ID Nos. 13-3, 13-4, 13-5, 13-7a and 13-8 reached impasse and will be considered by the Commission in accordance with the dispute resolution process ordered for this docket.
474. Based upon the testimony, comments, exhibits submitted, and workshop discussions, Qwest complies with the requirements of Checklist Item No. 13, subject to resolution by the Commission on the three issues which remain in dispute and subject to Commission review based on the ROC OSS Test and/or commercial usage experience.

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 1 (Checklist Items Nos. 3, 7, 8, 9, 10, 12, 13)

GENERAL

Issue ID #	Description of Issue and Resolution	Status
G-1	Reach consensus on how procedurally to handle SGAT issues which are not specifically related to any of the individual checklist items. The costing and pricing portions of the SGAT are already assigned to Docket No. 99A-577T. Subsequently, participants agreed to a Staff proposal to discuss the general terms and conditions of the SGAT (<i>e.g.</i> , SGAT sections dealing with U S WEST, referral announcements, the <i>bona fide</i> request process, construction charges, service performance, etc.) in another workshop specifically for that purpose. The workshop would be scheduled after the completion of the other workshops dealing with § 271 checklist items. (<i>Tr</i> 6/29/00, pages 13-23).	Closed
G-2	Reach consensus on wording regarding “ pick and choose ” provisions to be included in the SGAT. Proposed language was provided by U S WEST and AT&T prior to the workshop discussions. U S WEST and AT&T agreed to discuss further off-line. If additional proposed language is developed, it will be provided to participants prior to FUW. Participants subsequently agreed to the U S WEST proposal that CLECs will have the ability to choose the entire SGAT, a section of the SGAT, or a provision of a section of the SGAT, so long as the context is not lost. SGAT § 1.9 was revised to memorialize the agreed process. (<i>Tr</i> 6/29/00, pages 26-31).	Closed
G-3	Participants to review COPUC rules (particularly rule 723-46 and the Rules of Practice and Procedure) and develop proposed rule change language to provide for expedited PUC approval of SGAT provisions as amendments to existing interconnection agreements. There was agreement among participants that proposed language to modify the PUC rules to allow for expedited incorporation of pick and choose options into existing interconnection agreements or for expedited adoption of the entire SGAT would be developed at a future time. The proposed changes would be dealt with in the PUC's normal rulemaking process. (<i>Tr</i> 6/29/00, pages 32-35).	Closed

**CHECKLIST ITEM NO. 3:
ACCESS TO POLES, DUCTS, CONDUITS, AND RIGHTS-OF-WAY**

Issue ID #	Description of Issue and Resolution	Status
3-1	AT&T raised an issue concerning the provisions of SGAT § 10.8.2.4 regarding the time required for U S WEST to provide access to maps or plats of U S WEST's network infrastructure as it relates to extensive requests. AT&T suggested that a maximum of 60 days would seem appropriate. U S WEST subsequently agreed to include language in that section to reflect that U S WEST would provide the information within 10 business days of a <i>bona fide</i> request and within 60 calendar days for extensive requests. (Tr 6/29/00, pages 127, 128).	Closed
3-2	The discussion then turned to what would constitute an "extensive" request. Staff suggested that it might be defined in terms of wire centers or exchanges. U S WEST subsequently agreed to add language to SGAT § 10.8.2.4 that defines extensive request in terms of more than one location, spans more than five wire centers, or consists of ten or more intra-wire center requests submitted simultaneously. (Tr 6/29/00, pages 127-129).	Closed
3-3	CLECs and Staff raised questions about the clarity of SGAT § 10.8.4.3 concerning what specific information regarding rights-of-way would be provided to CLECs. Specifically, what do "may or may not include" and "as appropriate" mean? This issue was subsequently subsumed into Workshop Issue 3-4. See discussion of that issue below.	Closed
3-4	AT&T and WorldCom raised an issue in connection with SGAT § 10.8.2.8 concerning CLEC access to U S WEST's rights-of-way agreements with private parties. CLECs believe U S WEST has an obligation to provide access to private rights-of-way agreements. U S WEST contends it has no such obligation. Reference was made by participants to the FCC's proposed rulemaking concerning multiple dwelling units (MDUs) and rights-of-way therein (FCC Docket No. 99-144, ¶¶ 52-63). The issue is broader than just MDUs and applies to all contract agreements with private landowners. The specific MDU issue in Colorado was deferred for future discussion to the workshop relating to subloop unbundling. On the basic issue, the participants appeared to be at impasse. Participants agreed to document their respective positions and make them available for review in an attempt to reach resolution. After seemingly interminable subsequent discussion on this issue, the OCC focused on the need to come to some agreement on a clear definition of what is a "right-of-way" and what is "ownership and control." Staff further suggested that participants consider the concept that, upon request, U S WEST would provide redacted copies for easements or rights-of-way to CLECs, putting aside the legal issue of whether U S WEST has the control to assign those easements or rights-of-way to a third party. There was then discussion about what degree of redaction would be appropriate. Action was deferred to FUW, with participants to attempt to clarify definitional terms and rewrites of SGAT language, as well as suggestions regarding redaction. (Tr 6/29/00, pages 130-198). On 9/12/00, Qwest filed a status report on this issue that outlined agreements that were reached during the 8/29/00 meeting of Qwest, AT&T, Staff and OCC. Qwest agreed to AT&T's suggestion to change the means of conveyance to a document (called an Access Agreement) rather than a quitclaim. Qwest also agreed with AT&T that it was not necessary for CLECs to obtain landowner consent to the terms of the Access Agreement. AT&T agreed with Qwest to exclude public rights-of-way from the SGAT. There was partial agreement with AT&T's proposal to streamline the process of obtaining landowner consent to disclosure of MDU agreements. Qwest also agreed that Qwest will not require landowner consent prior to disclosure of publicly recorded rights-of-way agreements. Disputes remain on the following: (1) Qwest has proposed that owner	Impasse

	<p>consent be obtained prior to disclosure of MDU agreements. AT&T proposed that MDU agreements be disclosed without owner consent unless the MDU agreement expressly precludes such disclosure. In subsequent workshop discussions, the OCC supported Qwest's position because it felt it was best to err on the landowner's right to privacy, even though some may have expected privacy and some may not care. It would be better to find out first. WorldCom and other CLECs supported AT&T, feeling that if the agreement doesn't impose a confidentiality requirement, there is no expectation of privacy. (<i>Tr</i> 9/21/00, pages 13-19). This issue also reached impasse. (2) Qwest proposed that CLECs obtain owner consent to Qwest's opportunity to cure defaults or breaches by CLECs of the underlying agreements. AT&T does not agree. In subsequent workshop discussion, the OCC supported the Qwest position on this issue. AT&T did not agree, stating that the SGAT already contemplates certain risk management mechanisms; that imposition of this requirement on CLECs is discriminatory; that this requirement is tantamount to requiring CLECs to negotiate for their own rights-of-way. WorldCom supported AT&T's position and this issue reached impasse. (<i>Tr</i> 9/21/00, pages 9-13). (3) Qwest proposed that CLECs record all underlying rights-of-way or MDU agreements if a CLEC desires access to such agreement. AT&T proposed that only access granted to those CLECs under those underlying rights-of-way agreements that are recorded in real property records be recorded. In subsequent workshop discussions, Qwest acquiesced to AT&T's position and agreed to exempt MDU agreements from the recording requirement. (<i>Tr</i> 9/21/00, page 6). (4) AT&T suggested the parties defer their disagreements on Issue ID No. 3-4 until the issue of access to subloops is dealt with in later workshops. Qwest did not agree. There were considerable discussions on this issue in a FUW. The procedural order in this docket and the ground rules the participants agreed to certainly provide that issues can be reopened or re-examined if subsequent facts or logic causes that to happen. There is no need to delay consideration of Checklist Item No. 3 compliance until the future workshop regarding subloop unbundling and possible MDU implications and this particular issue is no longer disputed. (<i>Tr</i> 9/21/00, pages 21-42). This overall issue reached impasse and initial briefs were filed on 7/21/00. This issue 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.</p>	
3-5	<p>This issue was framed initially with regard to § 10.8.2.18 of the SGAT as to what cost liability a CLEC might incur if an order for poles, ducts, conduits, or rights-of-way were stopped at some point in the process. The issue was subsequently resolved when U S WEST proposed a significant revision to SGAT § 10.8.4 that clarified there were two steps that a CLEC could take prior to actually placing an order, <i>i.e.</i>, inquiry review and field verification. (<i>Tr</i> 6/29/00, pages 198, 199).</p>	Closed
3-6	<p>Clarify language in SGAT § 10.8.2.18 regarding the definition of "for cause" and "but not limited to." Participants agreed to work on language off-line to attempt to reach agreement. It was subsequently agreed to eliminate the "but not limited to" language, and "for cause" was more clearly defined. (<i>Tr</i> 6/29/00, pages 199, 200).</p>	Closed
3-7	<p>An issue was raised concerning SGAT § 10.8.2.22. There was no provision for a CLEC to "cure" or avoid the unauthorized attachment fee that is contained in this section. U S WEST agreed to add language that specified that two conditions that must be met in order for U S WEST to waive the unauthorized attachment fee. During discussions, it was pointed out that SGAT § 10.8.2.22 requires written notification, but does not specify the method by which the written notification shall be made. It was agreed by participants that all written notifications required in the SGAT shall be by "Certified mail, return receipt requested." This language was added to SGAT § 5.21.1. (<i>Tr</i> 6/29/00, pages 200-204).</p>	Closed

3-8	Agreement was reached to clarify language in SGAT § 10.8.2.20 to remove the references to U S WEST and CLEC internal standard maintenance practices. The section then only refers to national government or industry maintenance standards. Agreement was reached to add language to SGAT § 10.8.2.20 to specify that CLECs shall be held to the same standards as U S WEST or any other telecommunications carrier. It was also clarified that when different standards may apply, the most stringent standard shall be used. (<i>Tr</i> 6/29/00, pages 204-208).	Closed
3-9	Agreement was reached to add language to SGAT § 10.8.2.5 to reflect that in addition to the Pole Attachment Act of 1934 and its related rules and regulations, any applicable state or municipal laws shall also apply. (<i>Tr</i> 6/29/00, page 208).	Closed
3-10	Staff raised the issue that Colorado PUC rules (4 CCR 723-39-5.3) require reciprocity among all telecommunications providers regarding access to poles, ducts, and rights-of-way. SGAT § 10.8.1.4 reflects the reciprocity requirement. AT&T and WorldCom took the position that neither the Act nor FCC rules obligate the CLECs to provide reciprocal access to poles, ducts, conduits, and rights-of-way. Qwest, AT&T, and WorldCom each argued that the Act, FCC, and COPUC rules, and various court decisions fully supported their respective positions. AT&T also stated that the PUC rules requiring reciprocity were enacted before the FCC spoke on the subject and that the PUC rules were pre-empted. This issue reached impasse. (<i>Tr</i> 6/29/00, pages 210-216) and initial briefs were filed on 7/21/00. The issue is to 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.	Impasse
3-11	Regarding SGAT § 10.8.1.2, an issue was raised concerning the specificity of the language that ducts and conduits were “underground,” when, in fact, they could be in several different placements. U S WEST agreed to remove the word underground from § 10.8.1.2 and to add a new § 10.8.1.2.1 that clarified that duct and conduit may follow streets, bridges, public or private rights-of-way, or may be within some portion of a multi-unit building. (<i>Tr</i> 6/29/00, pages 217-225).	Closed
3-12 3-13	McLeod raised an issue concerning U S WEST’s failure to perform field verification related to request for access to poles, ducts, and conduits. U S WEST requested specific information from McLeod regarding its complaint. Upon receipt of the documentation, U S WEST believed that the incident in question was actually associated with a request for collocation, not pole access, and dealt with the incorrect marking of a manhole cover. As to McLeod’s expected remedy to this particular issue, McLeod was not seeking a change to SGAT language but rather that U S WEST should actually perform the field verifications that the SGAT says it will do. There was further discussion about ROC PIDs related to collocation and the fact that there are no existing ROC PIDs related to rights-of-way. McLeod could pursue the establishment of such a PID in the ROC process if it chooses to do so. This issue was closed for the purposes of this workshop. (<i>Tr</i> 8/1/00, pages 10-43).	Closed

3-14	<p>WorldCom raised an issue concerning the response times for requests outlined in SGAT §§ 10.8.4.1 and 10.8.4.2. The issue is that the SGAT proposes response times to requests for access to poles that exceed the FCC mandated maximum response time of 45 days, regardless of the size of the request. Qwest contends that following lengthy negotiations in Arizona, WorldCom agreed to a graduated schedule beyond 45 days to allow Qwest to respond to very large requests for access. WorldCom acknowledged that it had agreed in Arizona but, based upon a fuller understanding of the issues, needed to change its position. (<i>Tr</i> 6/30/00, pages 99-113). The issue was initially at impasse and initial briefs were filed on 7/21/00. Subsequently, Qwest made a counter-proposal in its 9/12/00 status report. With respect to large requests for access to more than 100 poles, Qwest would approve or deny at least a subset of the request by the 45th day and thereafter convey approvals or denials as they are determined. WorldCom agreed to take it back to determine if that would be acceptable to the company. WorldCom could not obtain a response before the end of the workshop, so it was agreed by participants to assume that WorldCom would not accept Qwest's counter-proposal and proceeded to consider the issue at impasse and submit briefs. (<i>Tr</i> 9/21/00, pages 47, 48). Briefs were filed on 10/6/00. The issue is to 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.</p>	Impasse
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CHECKLIST ITEM NO. 7:
911/E911, DIRECTORY ASSISTANCE, AND OPERATOR SERVICES

Issue ID #	Description of Issue and Resolution	Status
7-1	WorldCom suggested some language to be included in the SGAT concerning multiple trunking requirements to 911 central offices. These are already requirements in existing Colorado PUC rules. U S WEST agreed to add new language in SGAT §§ 10.3.7.1.1, 10.3.7.1.2, and 10.3.7.1.3 that was agreed to by all participants. SGAT § 20.3.7.1 was also changed to specify that U S WEST shall provide special protection identification for CLEC 911 circuits in the same manner as it provides for its own 911 circuits. (<i>Tr</i> 6/29/00, pages 51-62).	Closed
7-2	AT&T initially raised, and WorldCom later joined, the issue of CLECs being required to use an intermediate distribution frame (such as an ICDF or SPOT frame) to interconnect with U S WEST's network to obtain access to 911 services. (Note: This issue was also raised in conjunction with obtaining access to signaling and call-related databases. It was identified as Workshop Issue ID No. 10-7). U S WEST stated that the SGAT allows a CLEC to use an ICDF or SPOT frame connection, but does not require it. In the past, U S WEST did advocate the use of an intermediate frame as the sole means by which to provision CLEC interconnections. But, U S WEST changed that position long ago. AT&T and WorldCom stated that while the SGAT may well reflect the current U S WEST policy, the underlying internal U S WEST documentation and documentation provided to CLECs (including public documentation provided in U S WEST's website) has not been updated. It was agreed by participants to work off-line to develop a written stipulation to resolve the issues related to direct connection documentation. A stipulation subsequently was agreed to by participants (<i>Exhibit 1-USWC-70</i>) that Qwest has adequately addressed the issues associated with direct connection documentation raised in workshop Issue ID Nos.7-2 and 10-7 and that these issues should be closed for the purposes of this workshop. (<i>Tr</i> 8/2/00, pages 3-5).	Closed
7-3	Placeholder only to discuss, if necessary, any SGAT language changes that may be required as the result of the Colorado PUC rules on 911 services that were then under review. It was subsequently determined that no such changes were necessary. (<i>Tr</i> 6/29/00, pages 66).	Closed
7-4	The question was raised as to whether U S WEST receives directory information accuracy warranties from third parties. Upon review of its existing contracts, U S WEST stated there were no warranty provisions contained therein. The language in SGAT §§ 10.4.2.13 and 10.4.2.23 require that CLECs and U S WEST shall use commercially reasonable efforts to ensure that listings provided to the other are accurate and complete. (<i>Tr</i> 6/29/00, pages 69-71).	Closed
7-5	The issue was raised that if U S WEST receives directory information accuracy warranties, would U S WEST be willing to pass those warranties on to CLECs? U S WEST subsequently stated that it did not receive any such warranties from third parties; therefore, there were no warranties to pass on to CLECs. (<i>Tr</i> 6/29/00, page 72).	Closed
7-6	WorldCom raised an issue concerning the legality of the SGAT licensing provisions related to directory assistance database information. Specifically, what does U S WEST mean by "nonexclusive, nontransferable, revocable license"? U S WEST agreed to look at the issue and discuss it at a FUW. Subsequently, U S WEST agreed to remove the language in question in SGAT §§ 10.6.2.1 and 10.5.1.1.2 and replace it with language that U S WEST will grant CLECs access to directory assistance information for specified purposes. (<i>Tr</i> 8/1/00, pages 44-47).	Closed

7-7	SGAT § 10.3.6.4 was changed to refer only to U S WEST's 911 database vendor, rather than specifically to the current database vendor (SCC). U S WEST agreed to notify CLECs of any future changes in database vendors by publishing any such changes in the IRRG. (<i>Tr</i> 6/29/00, pages 67-69).	Closed
7-8	SGAT § 10.5.2.10 and 10.6.2.2 were modified to reflect that both CLECs and U S WEST will provide daily updates of their respective directory assistance database information. (<i>Tr</i> 6/29/00, pages 90-94).	Closed
7-9	WorldCom raised an issue concerning an apparent incongruity between what CLECs were able to do with directory assistance information provided to them under SGAT § 10.6.2.3 and what U S WEST can do with CLEC end-user listing provided to them under SGAT § 10.4.2.5. Participants agreed to work off-line to develop some appropriate SGAT language. Subsequently, language was agreed to for both of these SGAT sections that provides for consistent and reciprocal use and restrictions of directory assistance information that U S WEST and CLECs provide to each other. (<i>Tr</i> 8/1/00, page 49).	Closed

**CHECKLIST ITEM NO. 8:
WHITE PAGE DIRECTORY LISTINGS**

Issue ID #	Description of Issue and Resolution	Status
8-1	The issue was raised that the calling guide pages of the directory should direct customers to call the provider of their telephone services. U S WEST subsequently demonstrated that such language is currently included in the directory.	Closed
8-2	Draft language to amend the SGAT to reflect U S WEST's obligation to include language in directory guide pages that directs customers to call the provider of their telephone services. McLeod has a particular interest in this issue. OCC and U S WEST agreed to develop proposed language and to provide it to participants prior to the FUW. Sections 10.4.2.25 and 10.4.2.26 of the SGAT were subsequently amended to reflect the agreement on language pertaining to call guide pages and references to Colorado PUC rules. (Tr 6/29/00, pages 35-39).	Closed

**CHECKLIST ITEM NO. 9:
NUMBERING ADMINISTRATION**

Issue ID #	Description of Issue and Resolution	Status
9-1	Review SGAT for any changes that might be required based on FCC Numbering Optimization Order 99-200 (<i>e.g.</i> , reporting requirements from resale providers, utilization data, forecast data, etc.). Section 13 of the SGAT was subsequently changed to conform with the FCC's order. It reflects the new thousands-block pooling guidelines, the change of administrator to NeuStar, and other industry guideline changes. (<i>Tr</i> 6/29/00, pages 48-50).	Closed

**CHECKLIST ITEM NO. 10:
ACCESS TO DATABASES AND ASSOCIATED SIGNALING**

Issue ID #	Description of Issue and Resolution	Status
10-1	SGAT § 9.13.1.1 was modified to allow CLEC access to signaling networks and call-related databases on an unbundled basis. CLECs may access U S WEST's signaling network from a CLEC switch via unbundled signaling and unbundled signaling transport elements. The individual call-related databases and associated Service Management Systems (SMS) are separately addressed in SGAT §§ 9.14 through 9.17. (<i>Tr</i> 6/29/00, pages 110, 111).	Closed
10-2	WorldCom suggested SGAT language change in § 9.13.2.4.4 to recognize that there may be technical restrictions preventing the delivery of calling party number. U S WEST agreed to make the change. (<i>Tr</i> 6/29/00, page 111).	Closed
10-3	WorldCom suggested SGAT language change in § 9.15.3.2.4 to the effect that U S WEST shall exercise reasonable efforts to provide accurate and complete LIDB information in U S WEST's LIDB. U S WEST agreed to make the change. (<i>Tr</i> 6/29/00, page 112).	Closed
10-4	AT&T raised the issue that the language in SGAT § 9.13.1.1 is ambiguous as it relates to access to signaling as a part of interconnection as opposed to access to signaling as a UNE. AT&T suggested some clarifying language. The issue was subsequently agreed and resolved with new language as described in issue 10-1 above. (<i>Tr</i> 6/29/00, page 112).	Closed
10-5	Pertaining to SGAT § 9.17.2, WorldCom raised the issue regarding access to U S WEST's calling name (ICNAM) database and what the FCC's UNE Remand Order requires in that regard. U S WEST contends that the access that it provides to ICNAM (<i>i.e.</i> , on a query or "per dip" basis) is what the FCC requires. WorldCom contends that it is entitled to have access at any technically feasible point, in this case, to the entire database. WorldCom further contends that it would also be more economical to obtain the entire database and that it should not be limited to a "per dip" query access. This issue reached impasse and initial briefs were filed by participants on 7/21/00. The issue is to 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. (<i>Tr</i> 6/29/00, pages 114-118).	Impasse
10-6	This issue specifically framed the legal question of whether U S WEST's policy regarding the ICNAM database treatment complies with the FCC's UNE Remand Order. At impasse, briefs were filed by participants on 7/21/00. (<i>Tr</i> 6/29/00, pages 114-118).	Impasse
10-7	This issue relates to the underlying U S WEST direct connection documentation as it pertains to access to signaling and call-related databases. It is the same issue that was raised in conjunction with access to 911 services (See Workshop Issue ID No. 7-2 for discussion).	Closed

**CHECKLIST ITEM NO. 12:
DIALING PARITY**

Issue ID #	Description of Issue and Resolution	Status
None	There were no open issues or action items assigned during workshop discussions.	Closed

**CHECKLIST ITEM NO. 13:
RECIPROCAL COMPENSATION**

Issue ID #	Description of Issue and Resolution	Status
13-1	AT&T initially stated that U S WEST had not paid reciprocal compensation payments to AT&T for traffic exchanged during calendar year 1999. U S WEST had provided information (<i>Exhibit 1-USWEST-28</i>) that U S WEST had made reciprocal compensation payments to CLECs in 1999 in the amount of \$85 million throughout the region and \$14.8 million in Colorado. U S WEST indicated that a settlement had been reached with AT&T and payments had been made to AT&T. AT&T subsequently agreed that this was indeed the case and that the settlement cleaned up a lot of prior billing and measurement issues. Reciprocal compensation payments for ISP-bound traffic remains an issue, but AT&T agreed that this workshop issue was closed. (<i>Tr 6/30/00, pages 2, 3</i>).	Closed
13-2	ICG contended that U S WEST had been in arrears for reciprocal compensation payments to ICG in 1999 and 2000. U S WEST had disputed billings from ICG under the dispute resolution provisions of the interconnection agreement between ICG and U S WEST. The disputed bills primarily related to ISP-bound traffic. There was considerable subsequent discussion about whether U S WEST had made the appropriate reciprocal compensation payments to other CLECs. U S WEST subsequently stated that they believed they had an agreement with ICG as to how the billing disputes with ICG would be resolved. ICG indicated that it intended to consider re-opening its complaint with the PUC regarding reciprocal compensation payments from U S WEST and that there was nothing further to be gained by continuing these discussions in the workshop. This was closed for the purposes of this workshop. (<i>Tr 6/30/00, pages 15-22</i>).	Closed
13-3	The issue was raised about “commingling” or ratcheting of rates by using UNEs to bypass special access services. AT&T and WorldCom argued that the FCC language (FCC 00-183, ¶ 28) is designed to restrict or eliminate the arbitrage possibility for commingling long distance and local traffic, but where traffic can be clearly defined between the two types, payment should be made accordingly (<i>i.e.</i> , reciprocal compensation payments and access tariff payments). U S WEST did not agree that this concept was embodied in the FCC requirements. The issue was discussed at great length and reached impasse on the legal question of the requirements established in the FCC’s initial and supplemental orders regarding commingling. (<i>Tr 6/30/00, pages 22-43</i>). Initial briefs were filed by participants on 7/21/00. The issue is to 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.	Impasse

13-4	<p>There were protracted discussions among Qwest, AT&T, and WorldCom about the implications and ramifications that result from the SGAT provision in § 7.2.1 that allows CLECs to interconnect at one physical point of interconnection (POI) in each LATA of Qwest's network. The issues condensed to the pricing provisions of the SGAT that are associated with Qwest's interlocal calling area (interLCA) proposal for transporting calls between the CLEC's single POI and Qwest's various local areas within the LATA. Much of the debate centered around the differing network architectures of Qwest and CLECs and at what point in the respective networks interconnection occurs. Qwest's network has evolved over time into its current architecture of end offices with relatively shorter loops, clearly defined local calling areas, and tandem switches. CLECs, on the other hand, employ fewer switches with relatively longer loops and do not currently employ tandem switches. There also was discussion about interconnection being required at the "top" of CLECs' networks and "deep within" Qwest's network. The dispute relates to what is, or is not, exchange service and what is, or is not, transport. This translates into the further dispute of what portions should be charged at TELRIC rates and what portions should be charged at private line rates. This issue reached impasse. (Tr 6/30/00, pages 43-49). Initial briefs were filed on 7/21/00. The issues are to 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.</p>	Impasse
13-5	<p>This issue relates to the "host and remote" switch configuration used by Qwest to serve many small, rural communities in Colorado. Qwest does not permit collocation of CLEC remote switching units (RSUs) at Qwest remote switch locations. SGAT § 7.3.4.2.3 requires CLECs that terminate traffic at Qwest remote switches to pay tandem transmission rates for the transport from the Qwest host switch to the remote switch. AT&T and WorldCom contend that this is inappropriate, inequitable, and discriminatory. This issue reached impasse (Tr 6/30/00, pages 50, 51). Briefs were filed on 7/21/00. The issue is to be considered by the Commission in accordance with the dispute resolution process agreed to by participants and ordered by the Commission in the docket.</p>	Impasse
13-6	<p>In § 7.1.2 of the SGAT, Qwest had originally required CLECs to a point of interconnection (POI) in each Qwest local calling area. This was subsequently changed to require at least one physical POI in each LATA. Discussions on this issue were incorporated into issue 13-4. (See Workshop Issue ID No. 13-4 above for further discussion).</p>	Impasse
13-7a	<p>There was considerable discussion about how Qwest's SGAT defines tandem switching. Whether a CLEC switch is considered a tandem switch determines if the tandem switching reciprocal compensation rate would be applied when the CLEC terminates Qwest's local exchange traffic. SGAT § 4.11.2 defines tandem switches and provides the CLEC switches which serve "the same" area as the Qwest tandem switch will be considered to be tandem switches for purposes of reciprocal compensation. AT&T and WorldCom contend that the FCC requires serving a "comparable" geographic area in order to receive the tandem interconnection rate. This issue reached impasse (Tr 6/30/00, pages 73-86). This issue is to 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.</p>	Impasse
13-7b	<p>This issue relates to the symmetry of reciprocal compensation regarding interconnection. The discussion focused on SGAT §§ 7.2.1, 7.3.1, and 7.3.6. AT&T raised issues that referred to "hidden costs" of interconnection, such as costs of collocation and long loops, that result in non-reciprocal compensation. Protracted debate failed to resolve the participants' differences, and the issue was subsequently deferred to the discussion of SGAT general terms and conditions to be held in a subsequent workshop (Tr 6/30/00, pages 84-88).</p>	Deferred

13-8	WorldCom raised the issue concerning SGAT §§ 7.3.1 and 7.3.2, particularly with respect to cost sharing for entrance facilities, direct trunk transport, EICT, and multiplexing. The issues raised about entrance facilities and direct trunk transport are tied to the issue of ISP-bound traffic which the Commission has deferred from consideration in this workshop. The issue regarding cost sharing for EICT and multiplexing and non-recurring charges for trunk installation were not resolved and the issue reached impasse (Tr 8/1/00, pages 54-58).	Impasse
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APPENDIX B

LIST OF COLORADO WORKSHOP IMPASSE ISSUES

Checklist Item No. 3

Access to Poles, Ducts, Conduits, and Rights-of-Way

Workshop Issue ID No. 3-4:

Whether or not Qwest must provide CLECs with access to rights-of-way agreements with private parties. (The related issue concerning multiple dwelling units was deferred to future workshop discussions on subloop unbundling.) Also at issue is whether or not owner consent must be obtained prior to disclosure of agreements when the agreement does not contain an express provision precluding disclosure. Whether or not a CLEC must obtain owner consent to Qwest's opportunity to cure defaults or breaches by the CLEC of underlying agreements.

Workshop Issue ID No. 3-10:

Whether or not CLECs are required to provide reciprocal treatment to Qwest regarding access to poles, ducts, conduits, and rights-of-way.

Workshop Issue ID No. 3-14:

Whether or not the SGAT provisions that provide for response times to requests for access to poles, ducts, conduits, or rights-of-way in excess of 45 days are permissible under existing FCC requirements.

Checklist Item No. 7

911 and E911 Access; Directory Assistance/ Operator Services

None

Checklist Item No. 8

White Page Directory Listings

None

Checklist Item No. 9

Numbering Administration

None

Checklist Item No. 10
Databases and Associated Signaling

Workshop Issue ID No. 10-5:

Whether or not the access that Qwest provides to the InterNetwork Calling Name (ICNAM) database, i.e., on a query or “per dip” basis is sufficient to meet the FCC requirement in the UNE Remand Order that access be granted at any technically feasible point. Or is access to the entire database required as proposed by WorldCom.

Checklist Item No. 12
Local Dialing Parity

None

Checklist Item No. 13
Reciprocal Compensation

Workshop Issue ID No. 13-3:

The issue concerns “commingling” and “ratcheting” of rates where CLECs have both long distance and local service on the same trunks and whether or not both reciprocal compensation and access tariff payments are appropriate.

Workshop Issue ID No. 13-4:

In dispute are the implications and ramifications surrounding the manner in which Qwest proposes to allow for a single point of interconnection (POI) by CLECs in each LATA in Colorado. CLECs question the pricing provisions of Qwest’s interlocal calling area (interLCA) service that is applied in the single POI per LATA content. At issue is a determination of what constitutes exchange service and what constitutes transport in the interLCA service, translating further into what should be charged at TELRIC rates and what should be charged at private line rates.

Workshop Issue ID No. 13-5:

The dispute relates to the “host and remote” switch configuration used by Qwest in Colorado. In the SGAT, Qwest proposes to charge tandem transport rates for CLEC traffic that is carried between the host and remote switches. CLECs contend that there should be no charge for such traffic.

Workshop Issue ID No. 13-17a:

Whether a CLEC switch must serve “the same” geographic area as is served by a Qwest tandem switch in order to receive tandem switching reciprocal compensation, or may it qualify for tandem treatment if it serves a “comparable” area.

Workshop Issue ID No. 13-8:

There is dispute about the manner in which Qwest proposes to determine cost sharing arrangements for entrance facilities, direct trunk transport, EICT, multiplexing, and the payment by CLECs of non-recurring charges for trunk installation.

APPENDIX C

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

LIST OF INTERVENORS

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

APPENDIX D

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

LIST OF ORDER AND DECISION REFERENCES

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

Order or Decision

Abbreviation

<i>In the Matter of Implementation of the Local Competition Provisions of the Telecommunications Act of 1996</i> , Supplemental Order Clarification, CC Docket No. 96-98, FCC 99-370, (rel. Nov. 24, 1999)	(Supplemental Order)
<i>In the Matter of Implementation of the Local Competition Provisions in the Telecommunications Act of 1996</i> , CC Docket No. 96-98, and Inter-Carrier Compensation for ISP-Bound Traffic, CC Docket No. 99-68, FCC 99-38, 14 F.C.C.R. 3689 (1999).	(ISP Order)
<i>In the Matter of Deployment of Wireline Services Offering Advanced Telecommunications Capability</i> , First Report and Order and Further Notice of Proposed Rulemaking, FCC 99-48, CC Docket No. 98-147.	(First Advanced Services Order)
<i>FCC Report and Order, Administration of the North American Numbering Plan</i> , CC Docket 92-237, released July 13, 1995.	(NANP Order)
<i>Implementation of Section 703(e) of the Telecommunications Act of 1996, Amendment of the Commission's Rules and Policies Governing Pole Attachments</i> , CS Docket No. 97-151, 13 FCC Rcd 6777 (1998), vacated in part, <i>Fulf Power Company v. FCC</i> , 208 F.3d 1263 (11th Cir. 2000)	(Pole Attachment Tele-communications Rate Order)
<i>Competitive Telecommunications Ass'n v. FCC</i> , 177 F.3d 1068 (8 th Cir. 1997)	(8 th Circuit)
<i>Iowa Utils. Bd. v. FCC</i> , 120 F.3d 753 (8 th Cir. 1997)	(Iowa Utils v. FCC)
<i>U S West Communications, Inc. v. Robert J. Hix, et al.</i> , Civil Action No. 97-D-152, Findings of Fact & Conclusions of Law in Connection with Dark Fiber Issue Heard At Hearing on Dec. 21, 1998, dated April 14, 2000.	(U S West v. Hix, et al.)
<i>U S West Communications, Inc. v. Robert J. Hix et al.</i> , Civil Action No. 97-D-152, Order Granting MCI Relief on Count Nine of Its Complaint in Case NO. 97-D-2047, dated April 23, 2000.	(U S West v. Hix, et al.)
<i>In the Matter of the Investigation into U S WEST Communications, Inc.'s Compliance With § 271(C) of the Telecommunications Act of 1996</i> . Docket No. 97I-198T, Decision No. C99-1328 (mailed Dec. 7, 1999).	(Order on Notice)
<i>In the Matter of the Investigation into U S WEST Communications, Inc.'s Compliance With § 271(C) of the Telecommunications Act of 1996</i> . Docket No. 97I-198T, Decision No. C00-420 (mailed April 25, 2000).	(First Procedural Order)
<i>In the Matter of the Investigation into U S WEST Communications, Inc.'s Compliance With § 271(C) of the Telecommunications Act of 1996</i> . Docket No. 97I-198T, Decision No. R00-612-I (mailed June 5, 2000).	(Second Procedural Order)
<i>In the Matter of the Petition of Sprint Communications Company L.P. for Arbitration Pursuant to U.S. Code Sec. 252(B) of the Telecommunications Act of 1996 to Establish an Interconnection Agreement with U S West Communications, Inc.</i> , Docket No. 00B-011T, Decision No. C00-479 (mailed May 5, 2000)	(Sprint Arbitration)
<i>Public Utilities Commission of the State of Colorado; "Rules Prescribing the Provision of Emergency 9-1-1 Services for Emergency Telecommunications Service Providers, Basic Local Exchange Carriers;"</i> 4 CCR 723-29.	(9-1-1 Rules)

Order or Decision

National Emergency Number Association Standards; NENA-03-001

Abbreviation

(NENA Standards)

APPENDIX E
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LIST OF EXHIBITS

<u>Exhibit Number</u>	<u>Title</u>
1-USWC-A	Affidavit of Margaret S. Bumgarner, U S WEST Communications, Inc., November 30, 1999
1-USWC-B	Rebuttal Affidavit of Margaret S. Bumgarner, U S WEST Communications, Inc., May 22, 2000
1-USWC-C	Supplemental Rebuttal Affidavit of Margaret S. Bumgarner, U S WEST Communications, Inc., June 1, 2000
1-USWC-D	Affidavit of Lori A. Simpson, U S WEST Communications, Inc., November 30, 1999
1-USWC-E	Rebuttal Affidavit of Lori A. Simpson, U S WEST Communications, Inc., May 22, 2000
1-USWC-F	Supplemental Rebuttal Affidavit of Lori A. Simpson, U S WEST Communications, Inc., June 1, 2000
1-USWC-G	Affidavit of Michael J. Weidenbach, U S WEST Communications, Inc., November 30, 1999
1-USWC-H	Rebuttal Affidavit of Thomas R. Freeberg, U S WEST Communications, Inc., May 22, 2000
1-USWC-I	Supplemental Rebuttal Affidavit of Thomas R. Freeberg, U S WEST Communications, Inc., June 1, 2000
1-ATT-J	Initial Comments of AT&T and TCG Colorado on Checklist Items 3, 7, 8, 9, 10, 12 and 13, May 8, 2000
1-Wcom-K	Initial Comments of MCI WorldCom Inc. Regarding Checklist Items 3, 7-10, 12 and 13, May 8, 2000
1-Wcom-L	Prefiled Direct Testimony of Thomas T. Priday on Behalf of WorldCom, Inc., May 19, 2000
1-Wcom-M	Prefiled Direct Testimony of Michael J. Henry on Behalf of WorldCom, Inc., May 19, 2000
1-ICG-N	ICG Telecom Group, Inc.'s Opening Comments Regarding Checklist Items 3, 7, 8, 9, 10, 12, and 13, May 9, 2000
1-Sprint-O	Sprint Initial Comments on Checklist Items Nos. 3, 7, 8, 9, 10, 12, and 13, May 8, 2000
1-Joint-P	Initial Comments of Rhythms Links, JATO, and Level 3 Communications (Joint Commentors) on Checklist Item Nos. 3, 7, 8, 9, 10, 12, and 13, May 8, 2000
1-USWC-1	North American Numbering Plan
1-USWC-2	White Pages Directory Listings Checklist Item #8

<u>Exhibit Number</u>	<u>Title</u>
1-USWC-3	White Pages Page
1-USWC-4	27 May 2000 LSP Cooperation e-mail (not offered)
1-USWC-5	Revised U S WEST Right of Way, Pole Attachment and/or Innerduct Occupancy General Information: Effective 5/22/00
1-USWC-6	Redlined Version of Exhibit No. 5
1-ATT-7	AT&T Network/USW Network chart
1-ATT-8	US West Required Configuration
1-ATT-9	Single POI per LATA
1-ATT-10	Central Office
1-ATT-11	AT&T's Proposal For Section 9.13.1.1 To Be Included in Colorado SGAT
1-ATT-12	AT&T's Proposal For "Pick and Choose" Language To Be Included in Colorado SGAT
1-ATT-13	US WEST Communications, Inc. v. Robert J. Hix, et al., Civil Action 97-D-152, Findings Of Fact & Conclusions Of Law In Connection With Dark Fiber Issue Heard At Hearing on December 21, 1998.
1-USWC-14	U S WEST Reseller Co-Provider Directory Listings User Document
1-USWC-15	U S WEST Facility-Based Directory listing
1-USWC-16	U S WEST IMA Facility-Based Co-Provider Directory Listings User Document
1-USWC-17	Alternative Proposal re: 1-ATT-11
1-USWC-18	Alternative Proposal re: 1-ATT-12
1-USWC-19	Before the Washington Utilities and Transportation Commission, In the Matter of the Implementation of Section 252 (ii) of the Telecommunications Act of 1996, Interpretive and Policy Statement
1-USWC-20	Exhibit A – Arizona Rates, U S WEST Arizona SGAT Second Revision, April 7, 2000
1-USWC-21	Interconnection diagram
1-USWC-22	Local Interconnection Service (LIS) diagram
1-USWC-23	Alternate Routing diagram
1-USWC-24	Local Calling Area (LCA) diagram
1-USWC-25	InterLCA facilities diagram

<u>Exhibit Number</u>	<u>Title</u>
1-USWC-26	Transiting diagram
1-USWC-27	Host – Remote diagram
1-USWC-28	1999 – All CLECs chart
1-ATT-29	CLEC Office/USW Office charges diagram
1-ATT-30	Remote switching units within remote switch diagram
1-USWC-31	Call guide language
1-USWC-32	Revised § 10.8.2.5
1-USWC-33	Red-lined version of Exhibit D, U S WEST Colorado SGAT
1-USWC-34	Exhibit D, U S WEST Colorado SGAT
1-USWC-35	Amended § 10.3.7
1-USWC-36	Amended § 9.13.1
1-ATT-37	Draft USWC/MCI/AT&T Interconnection Agreement – Arizona
1-ATT-38	USW Host office/USW Remote Office difference in loop miles diagram
1-USWC-39	Statement Of Generally Available Terms And Conditions For Interconnection, Unbundled Network Elements, Ancillary Services, And Resale Of Telecommunication Services Provided By U S WEST Communications, Inc., In The State Of Colorado, Second Revision, April 6, 2000, With Proposed Edits from: Colorado Workshop, June 6-8, 2000; Washington Workshop, June 21-23, 2000
1-USWC-40	§ 10.5.2.10
1-USWC-41	§ 10.4.2.5
1-USWC-42	§ 10.6.2.3
1-USWC-43	§ 10.8.4.1.3
1-USWC-44	§ 10.8.2.22
1-USWC-45	§ 10.8.2.4
1-ATT-46	ILEC Network Architecture diagram
1-ATT-47	AT&T Network Architecture diagram
1-ATT-48	Equivalent Interconnection diagram
1-ATT-49	U S WEST Proposed Interconnection Arrangement diagram

<u>Exhibit Number</u>	<u>Title</u>
1-ATT-50	Tandem Level One-Way Trunking diagram
1-ATT-51	Multiple Tandem Level One-Way Trunking diagram
1-ATT-52	Diverse Interconnection Points diagram
1-ATT-53	Paragraph from First Report and Order, Implementation of the Local Competition Provisions in the Telecommunications Act of 1996, CC Docket No. 96-98, 11 FCC Rcd 15499, 16042 (rel. August 8, 1996)
1-ATT-54	AT&T Reciprocal Compensation Proposal
1-USWC-55	AT&T's Proposal For SGAT Revisions To "Pick and Choose" Language at Section 1.8
1-Wcom-56	WorldCom proposal on Reciprocal Compensation
1-Wcom-57	Proposed revisions to Exhibit D/ §§ 10.8.4.1.1, 10.8.4.1.2, 10.8.4.2
1-ATT-58	Telephone License Agreement
1-ATT-59	Agreement For New Multi-Tenant Residential Properties
1-OCC-60	The Colorado Office of Consumer Counsel's Comments On Private Rights-of-Way Agreements
1-USWC-61	WorldCom letter to FCC dated April 4, 2000
1-ATT-62	Memorandum from Rick Thayer re: Section 10.8.2.20
1-USWC-63	§ 10.8.4.4
1-USWC-64	§ 5.21.1
1-USWC-65	§ 10.8.2.22
1-USWC-66	§ 10.8.2.18
1-USWC-67	Changes to Exhibit 1-USWC-26
1-USWC-68	WCom proposed language §§ 10.4.2.4; 10.5.1.1.2; 10.6.2.1
1-McLeod-69	Pauley Construction Memo re: POI #328, 27 April 2000
1-USWC-70	Stipulation Regarding Issues 7-2 and 10-7
1-USWC-71	Stipulation Regarding Issues 7-2 and 10-7