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IN THE MATTER OF U S WEST
COMMUNICATIONS, INC.'S COMPLIANCE
WITH § 271 OF THE
TELECOMMUNICATIONS ACT OF 1996.

DOCKET NO. T-00000A-97-0238

TESTIMONY OF

LEILANI JEAN HINES

ON BEHALF OF

WORLDCOM, INC.

FOR §271 WORKSHOP – CHECKLIST ITEMS 4 AND 11

LOOP, LNP, AND LINE SPLITTING

November 3, 2000

1 **Q. PLEASE STATE YOUR NAME, TITLE AND BUSINESS ADDRESS?**

2 A. My name is LeiLani J. Hines. I am a Senior Staff Specialist II for Carrier
3 Management for WorldCom, Inc. ("WCom"). My business address is 6312 S. Fiddler's
4 Green Circle, Suite 600 E, Englewood, CO 80111.

5 **Q. PLEASE DESCRIBE YOUR RESPONSIBILITIES FOR WCOM.**

6 A. As a Senior Staff Specialist II for Carrier Management, I am responsible for
7 resolving provisioning and maintenance issues with Qwest as well as supporting
8 customer specific projects and tracking performance issues for various aspects of our
9 business relationship with Qwest. In addition, I am part of a team of people that
10 coordinates testing and deployment of local operation support systems with Qwest and
11 ensures that local contract requirements are met. Our team also tracks the overall
12 performance of Qwest for combined WCom entities.

13 **Q. PLEASE DESCRIBE YOUR RELEVANT EXPERIENCE WITH MCI AND**
14 **WCOM.**

15 A. I have been employed by MCI/WCom for 16 years, in a number of capacities.
16 (For purposes of this testimony, all references hereafter will be to WCom.) I have held a
17 variety of positions in the areas of Customer Service, External Affairs and Carrier
18 Relations. I joined Carrier Management in October of 1987. I have a BS degree in
19 Business Administration from the University of Phoenix.

20 **Q. WHAT IS THE PURPOSE OF YOUR TESTIMONY?**

21 A. The purpose of my testimony is to assess Qwest's compliance with the
22 requirements of the Telecommunications Act of 1996 ("Act") and associated FCC
23 regulations governing unbundled loops (Checklist Item No. 4). I will also provide an
24 analysis and critique of the SGAT's unbundled loop provisions. In addition, I will assess

1 Qwest's compliance with the requirements of the Telecommunications Act of 1996
2 ("Act") and associated FCC regulations governing number portability (Checklist Item
3 No. 11). I will also provide an analysis and critique of the SGAT's number portability
4 provisions. Finally, I will assess Qwest's SGAT language addressing line splitting and
5 provide an analysis and critique of the SGAT's line splitting provisions.

6 I will refer to language found in Qwest's SGAT, Third Revision, dated July 21,
7 2000. I believe that language found in sections 9.2 (Unbundled Local Loop) and 9.4
8 (Line Splitting) of that document is the most current language proposed by Qwest in
9 Arizona and elsewhere in the 14 state region. I will also address language found in
10 sections 10.1 and 10.2 of that Third Revised SGAT; however, I will also discuss a
11 revised section 10.2 which Qwest proposed in the first multi-state workshop held in Salt
12 Lake City from October 3-6, 2000, and further revisions proposed by Qwest to Section
13 10.2 during the workshop. Finally, there is no significance to the font or color of text
14 found in my testimony. I have copied text from Qwest documents, and did not try to
15 change the color or fonts.

16 UNBUNDLED LOCAL LOOP

17 **Q. WHAT IS UNBUNDLED LOCAL LOOP TRANSMISSION AND WHY IS**
18 **IT IMPORTANT?**

19 **A.** The FCC 's First Report and Order and UNE Remand Order both define a local
20 loop as "a transmission facility between a distribution frame (or its equivalent) in an
21 incumbent LEC central office and an end user customer premises." This definition of
22 unbundled loops includes two-wire and four-wire analog voice-grade loops and two-wire
23 and four wire loops that are conditioned to transmit the digital signals needed to provide

1 services such as ISDN, ADSL, HDSL and DS1-level signals. The Act requires Qwest to
2 provide “local loop transmission from the central office to the customer’s premises,
3 unbundled from local switching or other services.”

4 Without access to the features, functions and capabilities of the loop, CLECs are
5 impaired in entering the local market as there are no other viable, cost-effective
6 alternatives that CLECs could turn to for loops. It is imperative that Qwest have
7 enforceable procedures in place that will ensure unbundled loops are available without
8 adversely affecting the quality of service provided to end-users when switching carriers.

9 **Q. PLEASE DISCUSS WCOM’S GENERAL CONCERNS REGARDING**
10 **CHECKLIST ITEM 4 FOR UNBUNDLED LOCAL LOOPS.**

11 **A.** WCom’s principal concern is that the proposed SGAT lacks sufficient detail to
12 satisfy the minimum requirements for Unbundled Local Loops under the Act and FCC
13 regulations. Moreover, Exhibit A to the SGAT does not contain just and reasonable
14 pricing as determined by the Arizona Corporation Commission. (See, footnote 1 to
15 Exhibit A for relevant proposed rates.) Moreover, the unbundled loop rate is not
16 deaveraged in accordance with the interim rates set in Arizona and only contains a
17 statewide averaged rate.

1 Q. PLEASE DISCUSS WCOM'S SPECIFIC CONCERNS REGARDING
2 QWEST'S PROPOSED SGAT ON UNBUNDLED LOCAL LOOPS.

3 A. I will discuss WCom's concern by section number. I will rely on language found
4 in Qwest's SGAT, Third Revision, dated July 21, 2000. I believe that section 9.2 found
5 in that document is the most current language.

6 Section 9.2.1 – Description.

7 Section 9.2.1 defines Qwest's obligation to provide non-discriminatory access to
8 unbundled loops. WCom requests modification to conform its definition to comply with
9 the FCC UNE Remand. As currently written, Qwest's definition does not include
10 mention of the features, functions and capabilities of the transmission facilities, nor is it
11 clear on the demarcation point for the loop. Without access to the features, functions, and
12 capabilities of the loop, CLECs are impaired in entering the local market. There are no
13 viable, cost-effective alternatives that CLECs could turn to for loops. In the discussion of
14 the UNE Remand §165, the FCC puts forth:

15 We conclude that the LEC's must provide access to unbundled loops,
16 including high-capacity loops, nationwide. We find that the requesting
17 carriers are impaired without access to loops, and that loops include high
18 capacity lines, dark fiber, line conditioning, and certain inside wire.
19 Requiring carriers to obtain loops from alternative sources would
20 materially raise entry costs, delay broad based entry, and limit the scope
21 and timeliness of the competitor's service offering. (FCC 99-238, §165).

22
23 Therefore, WCom requests the following definition replace Qwest's

24 Loop definition found in Section 9.2.1 to conform to the relevant FCC requirements:

25 *Qwest offers non-discriminatory access to Unbundled Loops. The Loop*
26 *Network Element includes all features, functions, and capabilities of the*
27 *transmission facilities between an Qwest's central office, and the loop*
28 *demarcation point at the customer premises. Such features, functions, and*
29 *capabilities include dark fiber, line conditioning, certain inside wire and*

1 *attached electronics owned by Qwest, except the electronics used for the*
2 *provision of advanced services, such as DSLAMs) .*

3
4 **Section 9.2.2.3.1 – Unbundled Fiber/High Capacity Loops.**

5 Section 9.2.2.3.1 states Qwest’s general obligation to provide unbundled fiber and
6 high capacity loops to CLECs. The language in this section is insufficient and Qwest
7 includes exclusionary language that binds it to only provide such portions of the loop
8 “where facilities are available and existing on an ICB basis.” High capacity loops are an
9 essential feature to the loop. Without non-discriminatory and consistent access to high
10 capacity loops, CLECs entry into the local market, and their ability to compete with the
11 suite of services Qwest provides to its customers is significantly hindered. The FCC
12 supports the inclusion of high capacity lines in the definition of loop. “High-capacity
13 loops retain the essential characteristic of the loop: they transmit a signal from the central
14 office to the subscriber, or vice versa (FCC 99-238 176).” Moreover, denying CLECs
15 access to fiber and high capacity loops because of a lack of facilities ensures CLECs are
16 not able to meet customer needs where Qwest has failed to install adequate facilities.
17 Qwest’s rates for retail services and rates for wholesale services include revenues to
18 allow Qwest to expand its network to account for new growth. For example, in the
19 arbitrations conducted in Arizona under Section 252 of the Federal Act, Qwest reported
20 that it installs 3 lines per customer to anticipate growth. The wholesale rates, both for
21 recurring charges and non-recurring charges, established for interconnection services, all
22 unbundled elements, and resold services include sufficient revenues to ensure Qwest is
23 able to construct new network and re-enforce existing network. Finally, while Qwest
24 relies heavily on pricing certain activity on an “ICB”, there is no process contained in the
25 SGAT describing how the ICB process works. Without such an explanation of the ICB

1 process in the SGAT, CLECs are left to Qwest's determination of cost and consequent
2 pricing with no speedy recourse. Accordingly, WCom proposes that Section 9.2.2.3.1 be
3 changed to read as follows:

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

9 **Section 9.2.2.4 – Charges For Cable Unloading and Bridge Tap Removal.**

10 Section 9.2.2.4 describes the process for “conditioning” a loop that could include
11 removal of load coils and excess bridge taps in order to provide a CLEC with a non-
12 loaded loop, and associated charges. WCom is unable to find a non-recurring price for
13 cable unloading and bridge tap removal or a Unbundled Loop installation non-recurring
14 charge in Exhibit A. Accordingly, these services are not priced at just and reasonable
15 rates to ensure CLECs are charged in accordance to competitive practices and in a non-
16 discriminatory basis. Moreover, as noted later in WCom's discussion of line splitting,
17 specifically Section 1.3.2.2, WCom does not believe such non-recurring charges are
18 appropriate.

1 **Section 9.2.2.7 – Spectrum Compatibility.**

2 Qwest’s spectrum compatibility limitation places restrictions on rolling out loop
3 technology that is not be consistent with emerging technologies and prevents CLECs
4 from meeting customer needs. The FCC addressed the means by which an ILEC can
5 make such restrictions. (See, FCC Decision No. 99-48 at paragraphs 70 through 91,
6 which address Spectrum Management.) These paragraphs oblige the ILEC to disclose
7 information with respect to rejection of requests for such services based on spectrum
8 compatibility, and places the burden upon the ILEC to demonstrate significant
9 degradation in performance of services based on spectrum compatibility issues. Qwest’s
10 Section 9.2.2.7 contains no such requirements and leaves spectrum management
11 completely within the control of Qwest with no explanation to CLECs of Qwest alleged
12 spectrum compatibility problems. The FCC recognizes the need to resolve such issues in
13 order to allow competitive service offerings to end user customers. Consistent with FCC
14 requirements, WCom requests that Section 9.2.2.7 be changed to read as follows:

15 *Qwest will provision BRI-ISDN, DS1, or DS3 capable or ADSL capable*
16 *Loops in areas served by Loop facilities and/or transmission equipment.*
17 *In the event Qwest believes that the provisioning of such a service is not*
18 *compatible with the Loop facilities and/or transmission equipment, Qwest*
19 *will disclose to requesting carrier, in writing, within 10 calendar days of*
20 *the request to provision such a service, Qwest’s basis for believing that*
21 *provisioning the requested service is not compatible with the Loop*
22 *facilities and/or transmission facilities. Qwest will bear the full burden of*
23 *demonstrating incompatibility with the requested order. Claims of*
24 *spectrum incompatibility must be supported with specific and verifiable*
25 *supporting information. Qwest will adhere to and incorporate industry*
26 *standards in regard to spectrum compatibility as they become available.*

27
28 *If Qwest claims a service is significantly degrading the performance of*
29 *other advanced services or traditional voice band services, then Qwest*
30 *must notify the affected carrier and allow that carrier a reasonable*
31 *opportunity to correct the problem. Any claims of network harm must be*
32 *supported with specific and verifiable supporting information.*

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Section 9.2.2.12 – End User Disregards CLEC’s Order.

WCom opposes the broad language in §9.2.2.12 that allows Qwest to disregard a CLEC’s order for Unbundled Loops. If there is a conflict between the end user and the CLEC regarding the disconnection or provision of Unbundled Loops, Qwest must contact the CLEC. CLECs must have the opportunity to resolve such a conflict before the end user is automatically, and unilaterally by Qwest’s determination, reconnected to the original local service provider, which is the equivalent of slamming. Moreover, Qwest has required CLECs to have a single point of contact throughout this SGAT. Qwest should direct the end user to the CLEC’s single point of contact and Qwest should contact the CLECs single point of contact and not take the action proposed in Section 9.2.2.12. This is the very point for having a single point of contact. Therefore, Section 9.2.2.12 should read:

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

Section 9.2.2.13 – Qwest Access to Customer Premises.

Section 9.2.2.13 allows Qwest to enter and access customer facilities/premises at a “reasonable hour” to test and inspect such facilities and lines in connection with such purposes or to remove facilities and lines for termination of Unbundled Loop Service. Qwest should be required to coordinate such activity with the CLEC and the affected CLEC end user customer before conducting such activity. A clearly identified time

1 period will also allow all parties more efficient and prepared use of time should any
2 problems or questions arise during the testing or inspection of the facilities/premises.
3 WCom requests the following modifications to section 9.2.2.13:

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

15
16 **Section 9.2.3.7.6 – Firm Order Commitments.**

17
18 In Section 9.2.3.7.6, Qwest indicates it will provide FOCs (Firm Order
19 Commitments) to CLEC's according to the PO-5 performance measure. WCom has been
20 repeatedly informed by Qwest, that a FOC is not a firm order "commitment", but rather a
21 firm order "confirmation". WCom requests clarification on the definition and meaning of
22 the FOC as this wording is confusing and contrary to current understanding. In addition,
23 WCom notes that Section 20 of the SGAT that Qwest will incorporate the Arizona
24 Commission's decision of performance measures efforts. WCom assumes that the
25 language found in Section 20 means that Qwest will include the Performance Indicator
26 Definitions also known as the "PIDs" into the SGAT. If, however, this is not the intent of
27 Section 20, WCom requests that performance measure language found in PO-5 be added
28 to the SGAT to include the intervals for orders requesting unbundled local loops.

1 **NUMBER PORTABILITY**

2 **Q. WHAT IS NUMBER PORTABILITY AND WHY IS IT IMPORTANT?**

3 **A.** The Act defines number portability as the ability of users of telecommunications
4 services “to retain, at the same location, existing telecommunications numbers without
5 impairment of quality, reliability, or convenience when switching from one
6 telecommunications carrier to another.”¹ As the FCC observed in its First Report and
7 Order In the Matter of Telephone Number Portability, “number portability is essential to
8 meaningful competition in the provision of local exchange services. . . . Number
9 portability provides consumers flexibility in the way they use their telecommunications
10 services and promotes the development of competition among alternative providers of
11 telephone and other telecommunications services.”² Without number portability
12 customers will be deterred from switching carriers harming the development of
13 competition.

14 Given how critical number portability is to the development of local competition,
15 it is imperative that Qwest have enforceable procedures in place that will ensure that
16 numbers are ported without adversely affecting the quality of service provided to end-
17 users when switching carriers.

18 **Q. PLEASE DESCRIBE WCOM’S EXPERIENCE IN OBTAINING NUMBER**
19 **PORTABILITY FROM QWEST.**

20 **A.** At present number portability is usually implemented smoothly and with few
21 problems by Qwest for WCom orders. However, Qwest number porting has not always

¹ 47 U.S.C. § 153(30).

² ² *In the Matter of Telephone Number Portability*, First Report and Order and Further Notice of Proposed Rulemaking, CC Docket No. 95-116, FCC 96-286, ¶ 28 (released July 2, 1996) (“*First Number Portability Order*”).

1 been acceptable. Initially, WCom frequently experienced extended outages during
2 number porting with Qwest, sometimes because Qwest would port the number
3 prematurely. In other instances, service would be interrupted several days after the initial
4 porting, or the port of a customer's service would have to be delayed because there was a
5 problem finding or scheduling the conversion. Over time, these problems decreased, and
6 as I already mentioned, smooth cutovers are the norm. I attribute this improvement to the
7 detailed procedures that have been developed by Qwest, WCom and other CLECs that
8 helps ensure each party is aware in advance of the requirements and steps that will be
9 taken to order, schedule and, if necessary, reschedule porting activity to ensure minimal
10 customer interruption. These details are missing from the Qwest's SGAT filed in the
11 multi-state proceeding, and need to be included.

12 **Q. PLEASE DISCUSS WCOM'S GENERAL CONCERNS REGARDING**
13 **CHECKLIST ITEM 11 ON LOCAL NUMBER PORTABILITY.**

14 A. WCom's principal concern is that the proposed SGAT lacks sufficient detail in
15 Section 10.2 to satisfy the minimum requirements for LNP under the Act and FCC
16 regulations. In the absence of provisions adequately describing the parties obligations
17 there is no way to ensure timely and efficient porting of numbers using LNP. Using the
18 existing interconnection agreement as a starting point, and through the development of
19 supplemental supporting documentation, WCom and Qwest have cooperated in
20 implementing reasonable processes for LNP. Working together, the parties have
21 established what WCom views as minimum standards for LNP.

22 In Arizona, Qwest has not proposed any new language for number portability as it
23 did in the multi-state workshops held on October 3-6, 2000. However, because WCom

1 has been assured that Qwest will make the same or a very similar proposal in Arizona, I
2 am providing the same testimony on this issue as I did in Utah after Qwest proposed new
3 language in the multi-state proceeding on September 26, 2000. Moreover, in the multi-
4 state workshop Qwest recommended and the participants use the new Section 10.2 to
5 discuss LNP rather than the earlier versions. The earlier version of Section 10.2 is now
6 what is contained in the Arizona SGAT, 3rd Revised, dated July 21, 2000.

7 I, therefore, am not providing the first round of testimony that Thomas T. Priday
8 filed in the multi-state workshop on September 1, 2000, on behalf of WCom that, in my
9 opinion, resulted partially in Qwest's modified Section 10.2 provided on September 26,
10 2000. However, that first round of testimony actually addressed the language now found
11 in Section 10.1 and 10.2 of the Arizona SGAT, Third Revised, dated July 21, 2000. In
12 short, I see no reason to comment upon Section 10.2 contained in the Arizona SGAT,
13 Third Revised, when Qwest has assured WCom it will update that section before the
14 workshop. WCom requested no modifications to Section 10.1 and Qwest made no
15 modifications to section 10.1 as it appears in the Arizona SGAT, Third Revised.

16 **Q. WHAT SGAT LANGUAGE DID QWEST PROPOSE IN THE MULTI-**
17 **STATE WORKSHOP ON SEPTEMBER 26, 2000?**

18 **A.** Qwest rewrote Section 10.2 as follows:

19 **10.2 Local Number Portability**

20

21 ~~10.2.1 Description Qwest will provide Local Number Portability (LNP), also known as~~
22 ~~long-term number portability, in a non-discriminatory manner. Qwest will~~
23 ~~coordinate LNP with Unbundled Loop cutovers in a reasonable amount of time~~
24 ~~and with minimum service disruption.~~

25

26 10.2.1.1 Local Number Portability (LNP) is defined by the FCC as
27 the ability of users of Telecommunications Services to retain, at the same
28 location, existing telecommunications numbers without impairment of

1 quality, reliability, or convenience when switching from one
2 telecommunications carrier to another.

3
4 10.2.1.2 The FCC adopted the industry-recommended, long-term
5 number portability solution that uses a Location Routing Number (LRN)
6 architecture. Under the LRN architecture, each switch is assigned a
7 unique ten-digit LRN, the first six digits of which identify the location of
8 that switch. The LRN technology is a triggering and addressing method
9 which allows the re-homing of individual telephone numbers to other
10 switches and ensures the proper routing of calls to ported telephone
11 numbers through the use of a database and the signaling network. The
12 LRN solution interrupts call processing through the use of an Advanced
13 Intelligent Network (AIN) trigger, commonly referred to as the LRN trigger.
14 During this interruption, a query is launched to the LNP database in the
15 signaling network and the call is re-addressed using the LRN information
16 for the ported telephone number. The LRN will route the call to the
17 proper switch destination. The actual routing of the call with either the
18 dialed number, for calls to non-porting numbers, or the LRN, for calls to
19 ported numbers, observes the rules, protocols and requirements of the
20 existing Public Office Dialing Plan (PODP).

21
22
23 10.2.2 Terms and Conditions Qwest will offer Local Number Portability in
24 compliance with the FCC's rules and regulations. Deployment of LNP will be in
25 accordance with the FCC's implementation schedule. In accordance with industry
26 guidelines, the publication of LNP capable switches and the schedule and status for
27 future deployment will be identified in the Local Exchange Routing Guide (LERG), and
28 the Qwest Website at:

29
30 www.uswest.com/disclosures/netdisclosure414/index.html

31 10.2.2.1 Qwest will provide Local Number Portability (LNP), also
32 known as long-term number portability, in a non-discriminatory manner in
33 compliance with the FCC's rules and regulations and the guidelines of the
34 FCC's North American Numbering Council's (NANC) Local Number
35 Portability Administration (LNPA) Working Group and the Industry
36 Numbering Committee (INC) of the Alliance for Telecommunications
37 Industry Solutions (ATIS). Qwest will coordinate LNP with Unbundled
38 Loop cutovers in a reasonable amount of time and with minimum service
39 disruption.

40
41 10.2.2.2 Each Party shall use reasonable efforts to facilitate the
42 expeditious deployment of LNP. The Parties shall comply with the
43 processes and implementation schedules for LNP deployment prescribed
44 by the FCC. In accordance with industry guidelines, the publications of
45 LNP capable switches and the schedule and status for future deployment
46 will be identified in the Local Exchange Routing Guide (LERG).

47
48 10.2.2.3 In connection with the provision of LNP, the Parties agree
49 to support and comply with all relevant requirements or guidelines that
50 are adopted by the FCC, or that are agreed to by the telecommunications
51 industry as a national industry standard.

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10.2.2.4 Qwest will coordinate LNP with Unbundled Loop cutovers in a reasonable amount of time and with minimum service disruption, pursuant to Unbundled Loop provisions identified in Section 9 of this Agreement. For coordination with loops not associated with Qwest's Unbundled Loop offering, the CLEC may order the LNP Managed Cut, as described in Section 10.2.5.4.

10.2.2.5 The Parties agree to implement LNP within the guidelines set forth by the generic technical requirements for LNP as specified in Section 21 of this Agreement.

10.2.2.6 Neither Party shall be required to provide number portability for excluded numbers (e.g. 500 and 900 NPAs, 950 and 976 NXX number services, and other as excluded by FCC rulings issued from time to time under this Agreement.

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

10.2.2.8 Each Party shall offer number portability to customers for any portion of an existing DID block without being required to port the entire block of DID numbers. Each Party shall permit customers who port a portion of DID numbers to retain DID service on the remaining portion of the DID numbers.

10.2.2.9 At the time of porting a number via LNP from Qwest, Qwest shall ensure that the LIDB entry for that number is de-provisioned if the Qwest LIDB is not being used by the CLEC.

10.2.2.10 Both Parties agree to follow the LNP switch request process established by the Parties and in compliance with industry guidelines.

~~10.2.3 Upon implementation of LNP pursuant to FCC regulations, both Parties agree to conform to and provide such LNP. Both Parties will conform to LNP industry guidelines, as identified in CC Docket No. 95-116, the North American Numbering Council LNP Architecture & Administrative Plan, the LNP Western Region and/or the consolidated Regional Operations Team requirements and guidelines, and any applicable state guidelines. Service Management System~~

10.2.3.1 Each Party shall sign the appropriate NPAC user agreement(s) and obtain certification from the appropriate NPAC administrator(s) that the Party or the Party's Service Order Administration (SOA) and Local Service Management System (LSMS) vendor(s) has

1 systems and equipment that are compatible with the NPAC's established
2 protocols and that the application of such systems and equipment is
3 compatible with the NPAC.

4
5 10.2.3.2 Each Party shall cooperate to facilitate the administration
6 of the SMS through the process prescribed in the documents referenced
7 in Section 21.

8
9 10.2.4 Database and Query Services Qwest shall perform default LNP queries
10 where CLEC is unable to perform its own query. CLEC shall be the default carrier for
11 LNP database queries where Qwest is unable to perform its own query. Qwest query
12 services and charges are defined in FCC Tariff #5, including End Office and Tandem
13 Default Query Charges which are contained in Tariff Section 13 (Miscellaneous Service)
14 and Database Query Charges which are contained in Tariff Section 20 (CCSAC Service
15 Applications).

16
17 10.2.4.1 Qwest shall perform default LNP queries where CLEC is
18 unable to perform its own query. CLEC shall perform be the default
19 carrier for LNP database queries where Qwest is unable to perform its
20 own query. Qwest query services and charges are defined in FCC Tariff
21 #5, including End Office and Tandem Default Query Charges which are
22 contained in Tariff Section 13 (Miscellaneous Service) and Database
23 Query Charges which are contained in Tariff Section 20 (CCSAC Service
24 Applications).

25
26 10.2.4.2 For local calls to a NXX in which at least one number has
27 been ported via LNP at the request of the CLEC, the Party that owns the
28 originating switch shall query an LNP database as soon as the call
29 reaches the first LNP capable switch in the call path. The Party that owns
30 the originating switch shall query on a local call to a NXX in which at least
31 one number has been ported via LNP prior to any attempts to route the
32 call to any other switch. Prior to the first number in a NXX being ported
33 via LNP at the request of the CLEC, Qwest may query all calls directed to
34 the NXX, subject to the billing provisions as discussed in Section 10.2.4.1
35 and provided that Qwest queries shall not adversely affect the quality of
36 service to CLEC's customers or end-users as compared to the service
37 Qwest provides its own customers and end-users.

38
39 10.2.4.3 A Party shall be charged for a LNP query by the other
40 Party only if the Party to be charged is the N-1 carrier and it was obligated
41 to perform the LNP query but failed to do so. Parties are not obligated to
42 perform the LNP query prior to the first port in a NXX.

43
44 10.2.4.4 On calls originating from a Party's network, the Party will
45 populate, if technically feasible, the Jurisdiction Information Parameter
46 (JIP) with the first six digits of the originating LRN in the SS7 Initial
47 Address Message.

48
49 10.2.4.5 Each Party shall cooperate in the process of porting
50 numbers from one carrier to another so as to limit service outage for the
51 ported subscriber. Qwest shall update its LNP database from the NPAC

1 SMS data within fifteen (15) minutes of receipt of a download from the
2 NPAC SMS.

3
4
5 10.2.5 Ordering Both Parties shall comply with ordering standards as developed
6 by the industry. LNP service is ordered via a Local Service Request and associated
7 Number Portability forms. Specific details regarding the ordering of LNP service is
8 contained in the LNP section of the Interconnect & Resale Resource Guide. CLEC may
9 order long term number portability either manually or through an electronic interface.
10 The electronic gateway solution for ordering service is described in Section 12 of this
11 Agreement.

12
13 10.2.5.1 Both Parties shall comply with ordering standards as
14 developed by the industry and as described in Section 12 of this
15 Agreement. LNP service is ordered via a Local Service Request and
16 associated Number Portability forms. Specific details regarding the
17 ordering of LNP service are contained in the LNP section of the
18 Interconnect & Resale Resource Guide. CLEC may order long term
19 number portability either manually or through an electronic interface. The
20 electronic gateway solution for ordering service is described in Section 12
21 of this Agreement.

22
23 10.2.5.2 Standard Due Date Intervals. Service intervals for LNP are
24 described below. These intervals apply when facilities and
25 network capacity is available. Where facilities or network
26 capacity is not available, intervals are on an Individual
27 Case Basis (ICB). Orders received after 3:00 p.m.
28 (mountain time) are considered the next business day.
29 The following service intervals have been established for
30 local number portability:

31
32

	<u>Number of Lines</u>	<u>Interval</u>
33 <u>Simple (1FR/1FB)</u>		
34	<u>1-20 lines</u>	<u>4 business days</u>
35	<u>21-50 lines</u>	<u>5 business days</u>
36	<u>51 or more lines</u>	<u>ICB</u>
37		
38		
39 <u>Complex (PBX Trunks/ISDN)</u>		
40	<u>1-8 lines or trunks</u>	<u>5 business days</u>
41	<u>9-16 lines or trunks</u>	<u>6 business days</u>
42	<u>17-24 lines or trunks</u>	<u>7 business days</u>
43	<u>25 or more lines or trunks</u>	<u>ICB</u>
44		
45 <u>Centrex</u>		
46	<u>1-10 lines</u>	<u>5 business days</u>
47	<u>11-20 lines</u>	<u>10 business days</u>
48	<u>21 or more lines</u>	<u>ICB</u>
49		
50 <u>Managed Out of Hours Conversions</u>		
51	<u>Any quantity</u>	<u>ICB</u>

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2 10.2.5.3 Most LNP order activity is flow-through, meaning that the
3 ten (10) digit unconditional trigger, or line side attribute (LSA) trigger, can
4 be set automatically. The CLEC may request any Due Date/Frame Due
5 Time (DD/FDT) where the trigger can be set automatically, although there
6 may be some limitations due to scheduled maintenance or other
7 circumstances related to the Number Portability Administration
8 Center/Service Management System NPAC/SMS. If the DD/FDT on a flow-
9 through cut is outside Qwest's normal business hours for LNP, Qwest will
10 have personnel available in the Repair Center to assist in the event that the
11 CLEC experiences problems during the cut. In addition, Qwest allows the
12 CLEC to request a Managed Cut on a 24 X 7 basis in those situations
13 where a cut would otherwise have been flow-through, but where the CLEC
14 has a business need to have Qwest personnel dedicated to the cut. The
15 terms and conditions for Managed Cuts are described in 10.2.5.4.

16
17 10.2.5.4 LNP Managed Cut: A Managed Cut permits CLEC to
18 select a coordinated cut for LNP. Managed Cuts are offered on a 24 X 7
19 basis.

20
21 10.2.5.4.1 The date and time for the managed cut requires up-
22 front planning and may need to be negotiated between Qwest and
23 CLEC. All requests will be processed on a first come, first served
24 basis and are subject to Qwest's ability to meet a reasonable
25 demand. Considerations such as system downtime, switch
26 upgrades, switch maintenance, and the possibility of other CLECs
27 requesting the same FDT in the same switch (switch contention)
28 must be reviewed. In the event that any of these situations could
29 occur, Qwest will negotiate with CLEC for an agreed upon FDT,
30 prior to issuing the Firm Order Confirmation (FOC). When this up-
31 front coordination and FDT negotiation is required, additional time
32 will be required for the FOC. Otherwise, standard intervals will
33 apply.

34
35 10.2.5.4.2 CLEC shall request a Managed Cut by submitting a
36 Local Service Request (LSR) and designating this order as a
37 Managed Cut in the remarks section of the LSR form.

38
39 10.2.5.4.3 CLEC will incur additional charges for the Managed
40 Cut dependent upon the FDT. The rates are based upon whether
41 the request is within Qwest's normal business hours or out of
42 hours. Qwest's normal business hours are 7:00 a.m. to 7:00 p.m.,
43 local time, Monday through Friday. The rate for Managed Cuts
44 during normal business hours is the standard rate. The rate for
45 Managed Cuts out of hours, except for Sundays and Holidays, is
46 the overtime rate, and Sundays and Holidays is the premium rate.
47 Exhibit A of this Agreement contains the rates for Managed Cuts.
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10.2.5.4.4 Charges for Managed Cuts shall be based upon actual hours worked in one half (1/2) hour increments multiplied by the number of Qwest personnel actively participating in the cut.

10.2.5.4.5 Qwest will schedule the appropriate number of employees prior to the cut, based upon information provided by CLEC. CLEC will also have appropriate personnel scheduled for the negotiated FDT. If CLEC's information is modified during the cut, and, as a result, non-scheduled employees are required, CLEC shall be charged a three (3) hour minimum callout per each additional non-scheduled employee. If the cut is either cancelled, or supplemented to change the due date, within twenty four (24) hours of the negotiated FDT, CLEC will be charged a three (3) hour minimum.

10.2.5.4.6 In the event that the LNP Managed Cut conversion is not successful, CLEC and Qwest agree to isolate and fix the problem in a timeframe acceptable to CLEC. If the problem cannot be corrected within an acceptable timeframe, CLEC may request the restoration of Qwest service for the ported customer. Such restoration shall occur immediately upon request. CLEC is required to issue a Supplemental LSR to either cancel the original LSR or change the due date.

~~10.2.6 Maintenance and Repair Standard Due Date Intervals.—Service intervals for LNP are described below.—These intervals apply when facilities and network capacity is available.—Where facilities or network capacity is not available, intervals are on an Individual Case Basis (ICB).—Orders received after 3:00 P.M. are considered the next business day.—The following service intervals have been established for local number portability:~~

Number of Lines	Interval
Simple (1FR/1FB)	
1-20 lines	4 business days
21-50 lines	5 business days
51 or more lines	ICB
Complex (PBX-Trunks/ISDN)	
1-8 lines or trunks	5 business days
9-16 lines or trunks	6 business days
17-24 lines or trunks	7 business days
25 or more lines or trunks	ICB
Centrex	
1-10 lines	5 business days
11-20 lines	10 business days
21 or more lines	ICB
Out of Hours Conversions	
Any quantity	ICB

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10.2.6.1 Each Party is responsible for its own end users and will have the responsibility for resolution of any service trouble report(s) from its end users. End user customers will be instructed to report all cases of trouble to their Service Provider.

10.2.6.2 Each Party will provide their respective end user customers the correct telephone numbers to call for access to their respective repair bureaus. Each Party will provide their repair contact numbers to one another on a reciprocal basis.

10.2.6.3 Qwest will work cooperatively with CLEC to resolve trouble reports when the trouble condition has been isolated and found to be within a portion of the Qwest network. Qwest will perform standard tests to isolate and repair the trouble.

~~10.2.7 Qwest will comply with FCC and Commission rules on cost recovery for long term number portability, but Qwest reserves its right to challenge, and seek changes to, such rules.~~ Rate Elements

~~10.2.7.1 Qwest will comply with FCC and Commission rules on cost recovery for long term number portability, but Qwest reserves its right to challenge, and seek changes to, such rules.~~

~~10.2.8 Both Parties agree to follow the LNP switch request process established by the Parties and in compliance with industry guidelines.~~

~~10.2.9 Both Parties agree to comply with intra- and inter-company testing guidelines as established by the Western Region Implementation and Testing Team and/or State specific teams.~~

Section 21.0 – NETWORK STANDARDS:

New Section

21.3.4 Local Number Portability

Number Portability Generic Switching and Signaling Requirements for Number Portability, Issue 1.00, February 12, 1996 (Editor – Lucent Technologies, Inc.);

Generic Requirements for SCP Application and GTT Function for Number Portability, Issue 0.95, Final Draft, September 4, 1996 (Editor – Ameritech Inc.);

Generic Operator Services Switching Requirements for Number Portability, Issue 1.00, Final Draft, April 12, 1996 (Editor – Nortel);

1
2 ATIS, TRQ No. 1, Technical Requirements for Number Portability
3 Operator Services Switching Systems, April 1999;

4
5 ATIS, TRQ No. 2, Technical Requirements for Number Portability
6 Switching Systems, April 1999;

7
8 ATIS, TRQ No. 3, Technical Requirements for Number Portability
9 Database and Global Title Translation, April 1999;

10
11 FCC First Report and Order and Further Notice of Proposed Rulemaking;
12 FCC 96-286; CC Docket 95-116, RM 8535; Released July 2, 1996;

13
14 FCC First Memorandum Opinion and Order on Reconsideration; FCC 97-
15 74; CC Docket 95-116, RM 8535; Released March 11, 1997.

16
17 FCC Second Report and Order, FCC 97-298; CC Docket 95-116, RM
18 8535; Released August 18, 1997.

19
20
21 **Q. PLEASE DISCUSS WCOM'S SPECIFIC CONCERNS REGARDING**
22 **QWEST'S SGAT SECTION 10.2 PROPOSED ON SEPTEMBER 26, 2000,**
23 **TO THE MULTI-STATE WORKSHOP ON NUMBER PORTABILITY AND**
24 **QWEST AGREEMENTS WITH YOUR COMMENTS, IF ANY.**

25 **A.** Section 10.2 addresses Qwest's' proposed method of providing permanent
26 number portability. Qwest's modifications addressed the majority of WCom's concerns
27 regarding LNP, however, the comments below are designed to highlight areas where
28 additional clarity is required to satisfy the Act and FCC regulations.

29 **10.2.1.2 Ten-Digit Trigger Feature**

30 WCom seeks modification of sections 10.2.1.2 and 10.2.5.3 that describe Qwest's
31 obligation to employ a 10-digit trigger. Proper implementation of the 10-digit trigger
32 feature is essential to ensuring the smooth transfer of numbers from one carrier to another
33 and protecting customers against inadvertent loss of service. Use of the ten-digit trigger
34 by the donor carrier means that switch translations do not have to be removed

1 immediately after the cutover; it does no harm for the switch to “think” it is still serving
2 the relevant telephone number because the ten-digit trigger forces the switch to perform
3 an LNP database dip and route the call based on the results of the query. With the ten-
4 digit trigger operating, the call will be completed to the party now served by a competing
5 carrier regardless of whether the original switch translation has been removed. Therefore
6 WCom requests modifications to clarify trigger language within 10.2.

7 Qwest makes an incorrect statement in 10.2.1.2. The FCC did not adopt a
8 solution, but rather stated that they found the LNP LRN method to be consistent with
9 their performance criteria for porting. However, the FCC did adopt the inter-carrier
10 technical operations processes developed by the NANC. To be absolutely and
11 unmistakably clear on these points, WCom proposes deletion of the first sentence in
12 section 10.2.1.2. In Utah, Qwest agreed to replace the first sentence of Section 10.2.1.2
13 as follows: “Qwest uses Location Number Routing (LRN) architecture.”

14 WorldCom relies on a Due Date/Frame Due Time in managing its customer
15 relations. In Section 10.2.5.3 Qwest references some nondescript limitations which
16 would negate Qwest’s offering of adherence to a Due Date/Frame Due Time. WorldCom
17 requests language justifying the specific circumstances under which Qwest would not
18 provide or abide by a Due Date/Frame Due Time. In the absence of these specific
19 exceptions, CLEC would be depending, to their detriment, on Due Dates/Frame Due
20 Times that could be changed or ignored at Qwest’s whim. Qwest agreed to add a notice
21 requirement and rewrite section 10.2.5.3 as follows:

22 Most LNP order activity is flow-through, meaning that the ten (10) digit
23 unconditional trigger, or line side attribute (LSA) trigger, can be set
24 automatically. The CLEC may request any Due Date/Frame Due Time
25 (DD/FDT) on a 24 x 7 basis where the trigger can be set automatically,
26 although there may be some instances when the Qwest or the NPAC

1 provides CLEC with advanced electronic notice of specific blocks of time
2 which cannot be used as a DD/FDT due to scheduled maintenance or
3 other circumstances related to the Number Portability Administration
4 Center/Service Management System NPAC/SMS. If the DD/FDT on a
5 flow-through cut is outside Qwest's normal business hours for LNP, Qwest
6 will have personnel available in the Repair Center to assist in the event
7 that CLEC experiences problems during the cut. In addition, Qwest
8 allows CLEC to request a Managed Cut on a 24 X 7 basis in those
9 situations where a cut would otherwise have been flow-through, but
10 where the CLEC has a business need to have Qwest personnel
11 dedicated to the cut. The terms and conditions for Managed Cuts are
12 described in 10.2.5.4.
13

14 Section 10.2.2.6 Excluded Numbers

15 Qwest awkwardly puts forth a modification in Section 10.2.2.6 that neither party
16 shall be required to provide number portability for excluded numbers. WorldCom
17 requests a small edit to this sentence to clarify those numbers are limited to *only* those
18 which are excluded by the FCC. The section should be reworded as such:

19 *10.2.2.6 Neither Party shall be required to provide number portability for*
20 *numbers which are excluded by FCC rulings, (e.g. 500 and 900 NPAs,*
21 *950 and 976 NXX number services).*
22

23 Qwest agreed to adopt WCom's proposed language for Section 10.2.2.6 in the multi-state
24 workshop.

25 **Q. DOES WCOM RECOMMEND ANY ADDITIONAL CHANGES TO**
26 **QWEST'S MULTI-STATE SGAT LANGUAGE?**

27 **A.** Yes, as discussed above, the late filed proposed SGAT reflects a relatively
28 incomplete description of LNP processes. Accordingly WCOM recommends adding the
29 following important provisions.

30 WCom also proposes adding the following language to ensure necessary changes
31 are made to the 911/E911 databases.

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

8

9 Qwest essentially agreed to this proposed revision to be identified as

10 Section 10.2.2.12 as follows:

11 *In connection with all LNP requests, the Parties agree to comply with the*
12 *National Emergency Number Association ("NENA") Recommended*
13 *Standards for Service Provider Local Number Portability (NENA-02-006),*
14 *as may be updated from time to time, regarding unlocking and updating*
15 *End Users' telephone number records in the 911/Automatic Location*
16 *Information ("ALI") database. The **current** Provider shall perform the*
17 *911 record unlock function on the **completion** date of the order.*

18

19 WCom is concerned with the use of the phrase "completion date" in Section

20 10.2.2.12. WCom believes Qwest is using the term "completion date" to be is the "day

21 following the activation of the customer's service on the new service provider's switch."

22 However, the phrase "completion date" as commonly used refers to the date Qwest

23 completes an order, which is not what WCom believes is meant here. If the phrase

24 "completion date" is going to be used here it should be defined in Section 10.2.2.12 in a

25 last sentence as the day following the activation of the customer's service on the new

26 service provider's switch.

27 WCom suggests incorporating a number of provisions setting forth Qwest's

28 obligations to facilitate the CLECs ability to meet their customers' particular needs.

29 First, WCOM requests that the following language be added to address Qwest's

1 obligation to port thousand-number blocks. In order to serve large customers, CLECs
2 need assurance that Qwest can port pooled thousand-number blocks.

3 *Portability for a thousand block (NXX-X) of numbers shall be provided by*
4 *utilizing reassignment of the block to CLEC through standard industry*
5 *ordering principles, as contemplated in the Local Exchange Routing*
6 *Guide.*

7

8 Qwest requested that WCom determine if the addition of Section 10.1.2.18
9 into section 10.2 as subsection 10.2.2.11 would address WCom's concerns. That
10 section provides as follows:

11 10.1.2.18 NXX Migration, or Local Exchange Routing Guide
12 Reassignment, reassigns the entire central office code (NXX) to the
13 CLEC switch if the code is used solely for one end-user. Where one
14 Party has activated an entire NXX for a single end user, or activated a
15 substantial portion of an NXX for a single end user with the remaining
16 numbers in that NXX either reserved for future use or otherwise unused, if
17 such end user chooses to receive service from the other Party, the first
18 Party shall cooperate with the second Party to have the entire NXX
19 reassigned to an End Office operated by the second Party through the
20 NANP administrator. In addition, both Parties agree to cooperate in
21 arranging necessary updates and industry notification in the LERG (and
22 associated industry databases, routing tables, etc.). Such transfer will be
23 accomplished with appropriate coordination between the Parties and
24 subject to appropriate industry lead-times (as identified in the LERG
25 guidelines and the Central Office Code Administration guidelines) for
26 movement of NXXs from one switch to another. Other applications of
27 NXX migration will be discussed by the Parties as circumstances arise.

28

29 Whichever language is approved, the text should note that reassignment of the
30 pooled block is done by the pool administrator.

31 Next, the SGAT should include provisions that permit CLECs to port numbers
32 that have been reserved by end-use customers in anticipation of growth. In addition the
33 SGAT should anticipate the circumstance that a customer may desire to reserve

1 additional numbers and have them ported to the new carrier at the time of the transfer.

2 WCom proposes the following language to address these circumstances:

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

8 and

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

17

18 Qwest agreed to add limited porting of reserved numbers with new
19 language assigned section 10.2.2.13, but refused to add porting of unassigned
20 numbers. Qwest's proposed Section 10.2.2.13 read as follows:

21 *Porting of Reserved Numbers . The Customers of each Party may port*
22 *Reserved Numbers from one Party to the other Party via LNP. **Qwest will***
23 ***port numbers previously reserved by a customer via the appropriate***
24 ***retail tariff.***

25 WCom is willing to accept Qwest's proposed language for the last
26 sentence of Section 10.2.2.13 if the word "previously" is removed. "Previously"
27 is not related to a particular event in this section, therefore, previously has no
28 relevant starting or ending point in order to determine what is meant by
29 "previously" i.e. Previous to what? Finally, the SGAT should explicitly allow
30 customers to geographically relocate at the same time they port their telephone
31 numbers to a new carrier. The following proposal addresses this scenario:

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

14
15 Qwest agreed to a similar provision as section 10.2.2.14 as follows:
16

17 *Limits on Subscriber Relocation. Qwest and CLEC agree that a Customer*
18 *may geographically relocate at the same time as it ports its telephone*
19 *number, using LNP, to the New Service Provider; provided, however, that*
20 *the Current Service Provider may require that the Customer's relocation*
21 *at the time of the port to the New Service Provider be limited to the*
22 *geographic area represented by the NXX of the ported telephone number.*
23 *The Current Service Provider may not impose a relocation limitation on*
24 *the New Service Provider or the New Service Provider's subscribers that*
25 *is more restrictive than that which the Current Service Provider would*
26 *impose upon its own subscribers with telephone numbers having the same*
27 *NXX as the telephone number(s) being ported. In addition, the Current*
28 *Service Provider may not impose any restrictions on relocation by a*
29 *ported End User while that End User is served by the New Service*
30 *Provider, except insofar as the relocation must be within the same local*
31 *calling area and subject to the same local calling area rate structure.*

32
33 WCom cannot agree to the additional language requiring the relocation to
34 be subject to the same local calling area rate structure. WCom is concerned that
35 this would require a CLEC to have the same rate structure as Qwest, which would
36 limit customer choices.

37

1 Q. DID QWEST PROPOSE ANY OTHER MODIFICATIONS?

2 A. In order to ensure that Qwest will port numbers permanently assigned to a
3 company (i.e. radio station) for large volume calls, Qwest agreed to add the following
4 sentence to the end of Section 10.2.2.1 "Unless specifically excluded in section 10.2, all
5 telephone numbers assigned to an end-user customer are available to be ported through
6 LNP." and strike the previous last sentence altogether.

7 LINE SPLITTING

8 Q. WHAT IS LINE SPLITTING?

9
10 A. Line splitting involves the provision of voice and data service over a single loop
11 by two different CLECs.³ In contrast, Line Sharing refers to the situation where the
12 ILEC provides the voice service and a D-LEC provides the data service on the same line.⁴
13 WCom's testimony on Line Sharing was discussed by Thomas T. Priday for the emerging
14 services workshop. My testimony today will address Line Splitting.

15 Q. AS A MATTER OF POLICY, SHOULD THE COMMISSION REQUIRE
16 QWEST TO PROVIDE LINE SPLITTING IN A UNE-P ENVIRONMENT?

17 A. Yes. At present, UNE-P is the only vehicle most CLECs have to offer voice
18 services to residential and small business customers on a scale that will provide
19 meaningful competition to the ILECs. However, the CLECs' ability to compete in the
20 mass markets will be severely constrained if they are unable to also provision data
21 services in a timely and cost effectively manner. Line Splitting will allow a voice CLEC

³ In the case of line splitting the data service can also be provided by the ILEC or the ILEC's data affiliate.

⁴ Application of SBC Communications, Southwestern Bell Telephone Company, And Southwestern Bell Communications Services, Inc. d/b/a Southwestern Bell Long Distance, *Memorandum Opinion and Order*, CC Docket No. 00-65, FCC 00-238 (Rel. June 30, 2000), ¶ 324 ("SWBT Texas 271 Order").

1 (V-CLEC) using UNE-P to offer a full suite of features and services to its customers
2 without having to collocate.

3 In its *Line Sharing Order*, the FCC concluded that the high frequency portion of
4 the loop is a capability of the loop. The FCC has also stated that an ILEC must provide a
5 requesting carrier access to UNEs along with all of the UNE's features, functions and
6 capabilities, "in a manner that allow the requesting telecommunications carrier to provide
7 *any* telecommunications service that can be offered by means of that network element."⁵
8 However, in order to gain access to the high frequency portion of the UNE loop, line
9 splitting is required. Such line splitting is accomplished by adding passive electronic
10 equipment referred to as "splitters," a device that splits the low and high frequency
11 portion of the loop and allows the high frequency portion of the loop to be routed to a
12 DSLAM.

13 **Q. WHY SHOULD THE QWEST BE REQUIRED TO DEPLOY THE**
14 **SPLITTERS IN LINE SPLITTING (NON-ILEC VOICE) SCENARIOS?**

15 **A.** A Qwest furnished line splitter is the only way to allow HFPL access to be
16 delivered in a UNE-P architecture in a manner that is efficient, timely, and minimally
17 disruptive to the retail customer. When UNE-P is provisioned, the service to the
18 customer (whether voice or data) should not require any more work than is necessary.
19 Therefore, for example, if a customer has Qwest or Verizon for voice and a D-CLEC for
20 data, then the customer should be entitled to keep its data provider if the customer
21 chooses to have its voice service migrate to a V-CLEC who serves via UNE-Platform.
22 Without the option of an ILEC-furnished line splitter, a UNE-P provider would have to
23 purchase or augment collocation space (or collocate in a common area), deploy its own

⁵ 47 C.F.R. §51

1 splitter, and go through a provisioning process that is lengthy, cost prohibitive, and
2 unduly disruptive to the customer.

3 Use of Qwest-owned splitters can eliminate unnecessary service lead times and
4 can allow for more efficient use of resources and scarce central office and frame space,
5 especially in the circumstance of an end user terminating service or migrating the xDSL
6 service or voice service to another provider. CLECs and ISPs should encounter fewer
7 competitive barriers to acquiring or migrating customers when using ILEC deployed
8 splitter, and this is especially true when an end user exercises their choice to switch xDSL
9 or voice providers.

10 Thus, failure by the ILECs to deploy line splitters effectively destroys the utility
11 of UNE-P as a viable means of competing for residential customers who want advanced
12 services. If ILECs are not obligated at the request of a carrier to deploy the line splitters,
13 WCom and other CLECs seeking to provide a bundled service of voice and data services
14 to their customers stand to forfeit much of the benefit associated with providing local
15 service on a broad scaled using UNE-P.

16 **Q. HAS THE FCC REQUIRED ILECS TO PROVIDE SPLITTERS?**

17 **A.** Not yet. However, in the interest of promoting broad-based competitive entry in
18 the State of Arizona, WCom asks this Commission to exercise its authority to require
19 Qwest in this proceeding to provide access to ILEC-owned splitters on a line-at-a-time
20 basis. The FCC has clearly stated that its requirements are the minimum necessary, and
21 that state commissions are free to establish additional requirements, beyond those

1 established by the FCC, where consistent.⁶

2 **Q. HAVE OTHER STATE COMMISSIONS REQUIRED THE ILECS TO**
3 **PROVIDE THE SPLITTER?**

4 **A.** Yes. Arbitrators for the Texas Public Utilities Commission recently ruled that
5 Southwestern Bell Telephone Company (“SWBT”) “is required to provide the splitter in
6 order to allow [the CLEC] to access the full functionality of the loop.”⁷ In rejecting
7 SWBT’s proposal requiring UNE-P CLECs to collocate in order to gain access to the
8 high frequency portion of the loop, the Arbitrators reasoned:

9 SWBT’s proposal . . . (1) unnecessarily increases the degree of
10 coordination and manual work and accordingly increases both the
11 likelihood and duration of service interruptions; (2) introduces
12 unnecessary delays for space application, collocation construction, and
13 splitter installation; and (3) unnecessarily wastes central office and frame
14 space.⁸

15 **Q. WHAT IS YOUR RECOMMENDATION WITH RESPECT TO SPLITTER**
16 **DEPLOYMENT?**

17 **A.** Qwest should be required to own splitters and make them available to CLECs on
18 a line-at-a-time basis. Qwest should not be permitted to offer only CLEC-owned splitter
19 deployment options. WorldCom agrees with AT&T’s regarding the highly preferable use
20 of a Qwest-deployed, line-at-a-time splitter arrangement. This position does not mean
21 that CLECs should not be allowed to deploy their own splitters as they so desire, but it
22 does recognize that other options need to be made available to CLECs desiring to enter

⁶ *UNE Remand Order* at ¶¶ 154-60.

⁷ *Southwestern Bell Telephone Company For Arbitration with AT&T Communications of Texas, L.P., TCG Dallas, and Teleport Communications, Inc. Pursuant to Section 252(B)(1) of the Federal Communications Act of 1996, Docket No. 22315, Arbitration Award*, p. 19 (September 13, 2000).

⁸ *Id.*

1 the marketplace. Qwest-owned splitters, offered on a line-at-a-time, will also promote
2 the ability of CLECs to offer bundled voice and data service, in direct competition with
3 Qwest.

4 As noted earlier, the FCC is now considering this issue in response to AT&T's
5 petition for reconsideration of the UNE Remand Order. This Commission can impose
6 such a requirement on Qwest as well.

7 **Q. ARE THERE OTHER REQUIREMENTS THE COMMISSION NEEDS TO**
8 **IMPOSE IN ORDER TO ENSURE LINE SPLITTING IS PROPERLY**
9 **IMPLEMENTED?**

10 **A.** Yes. The Commission should also clarify that under no circumstance may the
11 ILECs require voice CLECs to collocate in order to provide UNE-P line splitting.
12 Requiring a UNE-P CLEC to collocate defeats the purpose of UNE-P making it too
13 costly to serve mass market customers. As has been discussed in more depth, by
14 requiring the ILECs to provision the splitter to UNE-P CLECs who desire it, the
15 Commission will eliminate the need for the UNE-P CLEC to collocate.

16 Nor should the Commission permit the ILECs to unnecessarily break apart
17 combinations of network elements for migrations from line sharing scenarios (ILEC
18 voice and D-CLEC data or ILEC data) to UNE-P line splitting scenarios (UNE-P V-
19 CLEC voice and D-CLEC data or ILEC data). Only by requiring the ILECs to keep
20 migrations as simple as possible, can the Commission keep the CLECs' cost of providing
21 service at a reasonable level. Where cross connects are required in order to provision
22 UNE-P line splitting (such as adding data to a UNE-P line), the ILEC should be required

1 to perform the central office work -- the same central office work that it performs to
2 provision line sharing.

3 In addition, as discussed above, the CLECs must be able to order the UNE-P line
4 sharing arrangement as a platform offering and must not be required to order each
5 unbundled network element individually in order for the customer who migrates to the
6 UNE-P CLEC's voice service to retain its data service.

7 Finally, Qwest has proposed new rate elements and interim prices in its SGAT for
8 Line Splitting and Line Sharing. WorldCom does not concur with all of the proposed rate
9 elements, nor with the suggested prices. WorldCom is in agreement with other CLECs
10 that have expressed all rates and rate elements proposed by Qwest for Line Splitting and
11 Line Sharing should be reviewed in the permanent cost docket.

12 **Q. DO YOU HAVE SPECIFIC CONCERNS ABOUT LANGUAGE FOUND IN**
13 **KAS-1 FOR THE SGAT?**

14 **A. Yes, I do.**

15 **Section 1.1.**

16 Qwest's introductory description of Line Splitting, as stated in its proposed AZ
17 SGAT attachment 9X, section 1.1 entitled "Description", states that this offering provides
18 CLECs with the opportunity to offer advanced data service simultaneously with an
19 "existing" UNE-P by using the high frequency range of the loop. Line Splitting should
20 be available as a service offering when a CLEC is ordering or modifying any UNE-P
21 arrangement from Qwest, rather than being restricted to only current, or "existing" UNE-
22 P customers of the CLEC. WCom should be able to order a new UNE-P arrangement
23 from Qwest and request splitting as an aspect of that order at the same time. Accordingly,

1 WorldCom recommends removal of the term "existing" from proposed Section 1.1, as
2 follows:

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

6
7 **Section 1.2.1.1**

8
9 As previously mentioned in our comments, Qwest should be required to own
10 splitters and make them available to CLECs on a line-at-a-time basis. Qwest should not
11 be permitted to offer only CLEC-owned splitter deployment options. Under no
12 circumstances should Qwest require voice CLECs to collocate in order to provide UNE-P
13 line splitting, nor should Qwest unnecessarily break apart combinations of network
14 elements for migrations from line sharing scenarios (Qwest voice and D-CLEC data) to
15 UNE-P line splitting scenarios (UNE-P V-CLEC voice and D-CLEC data). Where cross
16 connects are required in order to provision UNE-P line splitting, Qwest should be
17 required to perform the central office work, the same central office work that it performs
18 for itself to provision line sharing.

19 Section 1.2.1.1 should be modified as follows, to reflect inclusion of Qwest-
20 deployed splitters as an option for CLECs:

21 1.2.1.1 The CLEC may order the insertion of a POTS splitter or the
22 DLEC may order the insertion of a POTS splitter with an LOA from the
23 CLEC, or the CLEC may order access to a splitter on a line-at-a-time basis
24 from Qwest, and/or other equipment necessary for the end user to receive
25 separate voice and data service across a single copper loop.

26
27

1 **Section 1.2.1.6**

2 Ideally a Qwest-deployed splitter should be located as close as possible to the
3 MDF. Splitters should be placed near the MDF to minimize quality of service and
4 costing concerns. Locating the line splitters near the MDF allows for the least amount of
5 intra-office cabling. Reducing the amount of cabling minimizes the potential for service
6 quality degradation. In addition, locating splitters near the MDF prevents placement in
7 more remote areas of the ILEC's central offices, a result that would artificially (and could
8 dramatically) inflate CLECs' cost of doing business.

9 Accordingly, language in Line Splitting 1.2.1.6 should be modified to reflect this
10 deployment option:

11 1.2.1.6 CLEC-owned and deployed POTS splitters may be installed in
12 Qwest Wire Centers in either of the following ways at the
13 discretion of CLEC/DLEC: (a) via the standard Collocation
14 arrangements set forth in the Collocation Section; or (b) via
15 Common Area Splitter Collocation as set forth in the Shared Loop
16 Section of this agreement. Under either option, POTS splitters will
17 be appropriately hard-wired or pre-wired so that Qwest is not
18 required to inventory more than two points of termination. When
19 ordered by a CLEC as such, ILEC-owned and deployed POTS
20 splitters will be installed in a common area as close as possible to
21 the Main Distributing Frame.
22
23

24 **Section 1.2.1.7**

25 As mentioned previously in WCom's comments on Line Sharing, general
26 forecasting requirements are specified in Section 3.0 of the SGAT (which has yet to be
27 reviewed). Any forecasting requirements which agreed upon as part of that review
28 should be applicable to all of the services provided under the SGAT, without need for
29 additional forecasting requirements specified elsewhere which may be unduly
30 burdensome, either administratively or with regards to the disclosure of confidential or

1 proprietary information, on the CLEC. Line Splitting Section 1.2.1.7 should be modified
2 as follows:

3 1.2.1.7 CLEC will provide Qwest with ~~non-binding, good faith,~~
4 ~~rolling quarterly~~ forecasts for UNE-P Line Splitting volumes in
5 accordance with the forecasting requirements set forth in the
6 Implementation Schedule Section of this Agreement on a Wire
7 Center by Wire Center basis. CLEC will also provide an ~~eighteen~~
8 ~~(18) month, non-binding, good faith, quarterly forecast to Qwest in~~
9 ~~thirty (30) calendar days after the signing of this Agreement.~~

10
11

12 **Section 1.3.2.2**

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15 WCom also disagrees with a charge for loop conditioning associated with UNE-P.
16 Qwest proposes to impose a non-recurring charge for either conditioning the loop by
17 removing load coils and/or excess bridged taps; or reconditioning the line if necessary to
18 assure the quality of the voice service on the UNE-P. There should be no charge for
19 conditioning of loops under 18,000 feet. Section 1.3.2.2. should be revised to read:

19 1.3.2.2 Charge for conditioning loop associated with UNE-P – A non-
20 recurring charge for either conditioning the loop by removing load
21 coils and/or excess bridged taps; or reconditioning the line if
22 necessary to assure the quality of the voice service on the UNE-P
23 may be imposed for conditioning or reconditioning loops
24 exceeding 18,000 feet.

25
26

27 **Section 1.4.1.1**

28 When WorldCom or any CLEC purchases a loop via UNE-P, it acquires rights to
29 the entire loop, including the portions used to provide voice service and the portions
30 capable of providing advanced services. Only the CLEC or its authorized agent should
31 be allowed to modify or add services to any specific UNE-P associated loop. Therefore,
32 Line Splitting Section 1.4.1.1, ordering, should be revised as follows:

1 **1.4 Ordering Process**

2 1.4.1 UNE-P Line Splitting

3 1.4.1.1 As a part of the pre-order process, CLEC/DLEC can
4 access loop characteristic information through the Loop
5 Information Tool described in the Support Functions
6 Section. CLEC or its authorized agent will determine, in
7 its sole discretion and at its risk, whether to add data
8 services to any specific UNE-P associated loop.

9
10

11 **Section 1.5.2**

12 Again, When WorldCom purchases a loop via UNE-P, it acquires rights to the
13 entire loop, including the right to assign service and/or billing responsibilities for portions
14 of the loop capable of providing advanced services to its agents. Therefore, Line
15 Splitting Section 1.5.2, Billing, should be revised as follows:

16 **1.5 Billing**

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

22 **Q. DOES THIS CONCLUDE YOUR TESTIMONY?**

23 **A. Yes, it does.**

**ORIGINAL and ten (10)
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this 2nd day of November, 2000,
to:**

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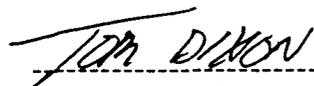
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