



## DISCUSSION

In these Supplemental Comments, AT&T will address the following SGAT Sections and Exhibits: 1.7.1; 1.8; 4.24; 5.9; Proposed 5.?, 11; 17 and Exhibit F.

### SGAT Section 1.7.1 - Need for Contract Amendments

CLECs have long had difficulty getting timely service from Qwest when Qwest creates products or policies that are not contained in its SGAT or interconnection agreements.<sup>1</sup> Part of the problem is created by Qwest's demand that every agreement must be amended in order for the CLEC to acquire the product or implement the policy. In Mr. Brotherson's Supplemental Affidavit filed May 10, 2001, he suggests new SGAT language.<sup>2</sup> Mr. Brotherson claims that the new 1.7.1 language, creating at least the illusion that CLECs might be released from the arduous task of amending their agreements or the SGAT when Qwest offers up allegedly new interconnection and other products, will facilitate provisioning of local services while protecting both parties' interests.

Prior to discussing proposed Section 1.7.1, Mr. Brotherson discusses the agreements reached in other workshops and set forth in Section 9.23.2 of the SGAT. He claims that the product issue was "resolved" in other jurisdictions when Qwest agreed to modifications to Section 9.23.2 as set forth in the supplemental affidavit. It is unclear whether Qwest has in fact formally incorporated this language in all jurisdictions and specifically in this docket. More to the point, however, Qwest's 9.23.2 language in fact does not resolve the productization issue. Although Section 9.23.2 is helpful as far as it

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<sup>1</sup> This problem has been coined the "productization" problem.

<sup>2</sup> It would be helpful to the parties if Qwest would also put all proposed SGAT language into the SGAT Lite; AT&T has found these to be helpful working documents employed during the workshops, and it has assisted AT&T personnel and other in responding quickly to Qwest's issues and concerns.

goes, Qwest's language merely provides for more convenient access to existing products (and, more specifically, existing UNE products). Qwest's proposal does nothing to eliminate the frustrating and cumbersome process Qwest requires CLECs to endure because of inappropriate conditions and restrictions Qwest associates with its products.

Now, Qwest proposes that a CLEC that has this Section 1.7.1 in its interconnection agreement can order new Qwest products not specifically addressed in the interconnection agreement as long as the CLEC accepts all of the terms and conditions for the new product that have been unilaterally determined by Qwest.<sup>3</sup> What Qwest's proposal fails to address are the situations when a CLEC does not agree with the terms and conditions that Qwest imposes with its new product. How does this get resolved quickly so that a CLEC can order the service?

In addition, there is the fundamental issue of Qwest's obligations under Section 251 and 271 of the Act. Under Section 251(c), Qwest as an ILEC has several duties. These duties are generic in nature: to provide interconnection, access to unbundled network elements, collocation, etc. Qwest has put forward its SGAT to evidence that it meets these obligations, at least on paper. However, Qwest conditions its obligation in the SGAT to a set of products. Under the SGAT, Qwest will provide interconnection, but only if it is "Local Interconnection Service (LIS)", a Qwest product. It will provide collocation, but only the eight types of collocation identified in Section 8.1 of the SGAT. By "productizing" its obligations under the Act, Qwest trivializes them and creates barriers for CLECs that have already negotiated or arbitrated interconnection agreements.

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<sup>3</sup> In other workshops these product proposals have also proven to contain conditions that are contrary to the law and the agreements.

Apparently, Qwest believes that by allowing CLECs to order new Qwest products immediately upon the terms unilaterally determined by Qwest takes care of this CLEC concern. It does not. It is (1) the objectionable terms that come with Qwest products that make such wholesale adoption unacceptable and (2) the creation of “products” that should otherwise already fall within the scope of Qwest’s legal obligations and agreements. Qwest has a duty to provide interconnection under the SGAT and calls it LIS. If Qwest comes up with another interconnection product and the elements are essentially the same (direct trunk transport), why is an amendment or acceptance of Qwest product terms needed? The same is true of collocation, unbundled network elements or any other service that Qwest must provide to CLECs.

**SGAT Section 1.8 - Pick and Choose**

AT&T has had recent experience attempting to pick and choose from Qwest’s SGAT. These were described in AT&T’s initial comments. AT&T’s experience suggests that in the majority of instances a CLEC will have a dispute with Qwest over what terms and conditions are “legitimately related” to the provision(s) picked by the CLEC. Accordingly, all parties need to assess whether the dispute resolution processes contained in this section are adequate to deal with the contemplated disputes. In particular, the speed with which the process brings resolution is critical.

**SGAT Section 4.24(a) (and other sections) - ICB**

In other workshops, Qwest has proposed a definition for individual case basis or “ICB.” Unfortunately Qwest has not filed this language with its supplemental testimony. Nonetheless, it is appropriate for AT&T to raise this language as part of this discussion. It reads as follows:

4.24(a) Individual Case Basis – (ICB) – Each UNE or resale product marked as ICB will be handled individually on a pricing and/or interval commitment basis. Where ICB appears, CLEC should contact their account team for pricing, ordering, provisioning or maintenance information.

This definition is deficient. ICB provisioning is provided for in Qwest's SGAT in sections dealing primarily with collocation and UNEs. Assuming it is otherwise sufficient, Qwest's definition, however, applies only to "UNE or resale product[s]," not collocation or UNE products offered under the SGAT. In addition, Qwest's definition merely allows that the ICB process will address "pricing and/or interval commitment basis," ignoring that in certain contexts in the SGAT, the ICB process will be used to develop other kinds of terms and conditions. The definition itself states that the CLEC should contact its account team for "pricing, ordering, provisioning or maintenance information." So is ICB limited to price and interval or does it extend to other terms as well? We need a discussion of this to arrive at appropriate revisions to this definition and to arrive at terms around the ICB process itself.

Qwest asserts that ICB provisioning is a "familiar concept" and points to Qwest's use of the term in Qwest's own tariffs. The fact that Qwest may use the term ICB in certain of its tariffs for services to retail end users is not sufficient reason to incorporate the term into its SGAT without additional detail. Qwest's tariffs are typically unilateral documents that don't benefit from negotiations between parties. Moreover, Qwest has put the SGAT forward not because it wants to be a good service provider to CLECs, but because it wants § 271 relief. The SGAT and other interconnection agreements that comply with the mandates of federal law are required in order for Qwest to obtain that relief.

ICB provisions mean there are no concrete and specific terms that bind Qwest to provide the affected service. One might as well consider ICB provisions as an agreement to agree, which in contract terms is nothing. That is exactly what CLECs have with ICB provisions; no information about the important terms that apply to the service and no certainty about whether the terms Qwest comes up with will be anywhere near acceptable. The reason for negotiating a contract is to set the terms so that there is certainty and a party can plan. CLECs cannot plan with ICB provisions. CLECs, who compete with Qwest, have detailed in this docket the extraordinary resistance they have encountered with Qwest in trying to get performance of Qwest's Section 251 obligations. ICB just makes it that much easier for Qwest to hinder the activities of CLECs.

As an initial position, AT&T believes that Qwest should not be permitted to treat any service as ICB in the SGAT. Qwest should be required to establish specific and concrete terms for each service identified in the SGAT. If Qwest is allowed to have ICB treatment for certain services under this Agreement, Qwest must develop and propose a process that clearly outlines the steps and timeframes that are applicable to a CLEC's request under an ICB provision. These timeframes must be expeditious. There needs to be an outside time (say thirty days) by which a CLEC may seek relief through arbitration or the Commission if Qwest has not provided acceptable terms to the CLEC. Without a concrete process, Qwest will be able to string CLECs along and waste valuable time.

It would be appropriate to measure Qwest's adherence to the requirements of this process, once established, to determine whether Qwest is in compliance. There should be consequences for Qwest's failure to perform.

### SGAT Section 5.9 – Indemnity

In AT&T's initial comments filed on May 3, 2001, AT&T proposed changes to the language in Section 5.9 and its subsections. AT&T takes exception with Mr. Brotherson's assertion that Qwest's proposed indemnification language is "standard." AT&T, and likely others, do not consider Qwest's indemnities standard. Moreover, the State Commissions apparently do not consider it standard either as they have approved language in the AT&T interconnection agreements that tracks much more closely with the AT&T proposal. The following is language that is generally in AT&T's interconnection agreements with Qwest:<sup>4</sup>

12.1 Notwithstanding any limitations in remedies contained in this Agreement, each Party (the "Indemnifying Party") will indemnify and hold harmless the other Party ("Indemnified Party") from and against any loss, cost, claim, liability, damage and expense (including reasonable attorney's fees) to third parties, relating to or arising out of the libel, slander, invasion of privacy, personal injury or death, property damage, misappropriation of a name or likeness, negligence or willful misconduct by the Indemnifying Party, its employees, agents or contractors in the performance of this Agreement or the failure of the Indemnifying Party to perform its obligations under this Agreement. In addition, the Indemnifying Party will, to the extent of its obligations to indemnify hereunder, defend any action or suit brought by a third party against the Indemnified Party.<sup>5</sup>

12.2 The Indemnified Party will notify the Indemnifying Party promptly in writing of any written claim, lawsuit or demand by third parties for which the Indemnified Party alleges that the Indemnifying Party is responsible under this Section 12 and tender the defense of such claim, lawsuit or demand to the

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<sup>4</sup> This provision was taken from the Colorado interconnection agreement with Qwest. This provision (or a very similar provision) is contained in all of the AT&T Interconnection Agreements with Qwest. None of the AT&T/Qwest Interconnection Agreements contain the limitations on the indemnification duty that Qwest seeks to impose in the SGAT.

<sup>5</sup> Three of the AT&T/Qwest interconnection agreements (Arizona, South Dakota and Utah) have a provision here that addresses third party intellectual property as follows (or similar to the following):

If, after the Party providing access under this Agreement gives written notice to the other Party pursuant to Section 5.1, the other Party fails to obtain a license or permission for access or use of Third Party Intellectual Property, the Party providing access shall have no indemnification obligation hereunder for any loss, cost, claim, liability, damage and expense, including reasonable attorney's fees, to third parties, relating to or arising out of the failure of the other Party to obtain such license or permission.

This language is not appropriate and should not be an issue today because of the FCC's *Intellectual Property Order* released on April 27, 2000. Please see AT&T's comments to Section 5.10 of the SGAT where AT&T explains the *Intellectual Property Order*.

Indemnifying Party. Failure to so notify the Indemnifying Party shall not relieve the Indemnifying Party of any liability that the Indemnifying Party might have, except to the extent that such failure prejudices the Indemnifying Party's ability to defend such claim.

12.3 The Indemnified Party also will cooperate in every reasonable manner with the defense or settlement of such claim, demand or lawsuit. The Indemnifying Party shall keep the Indemnified Party reasonably and timely apprised of the status of the claim, demand or lawsuit. The Indemnified Party shall have the right to retain its own counsel, including in-house counsel, at its expense, and participate in, but not direct, the defense; provided, however, that if there are reasonable defenses in addition to those asserted by the Indemnifying Party, the Indemnified Party and its counsel may raise and direct such defenses, which shall be at the expense of the Indemnifying Party.

12.4 The Indemnifying Party will not be liable under this Section 12 for settlements or compromises by the Indemnified Party of any claim, demand or lawsuit unless the Indemnifying Party has approved the settlement or compromise in advance or unless the defense of the claim, demand or lawsuit has been tendered to the Indemnifying Party in writing and the Indemnifying Party has failed to timely undertake the defense. In no event shall the Indemnifying Party settle or consent to any judgment pertaining to any such action without the prior written consent of the Indemnified Party.

AT&T proposes that Qwest adopt the above indemnity provisions.

#### **SGAT Proposed Section 5.? - Retention of Records**

AT&T requests that a new provision be added to the General Terms, Section 5.

This provision would require that Qwest retain documents, data and other information relating to its performance under this Agreement for at least five years after the expiration of the Agreement. In the event of litigation, Qwest should further retain such documents, data and information for one year after conclusion of such litigation. This is an important provision in order to protect the rights of CLEC's to pursue remedies from Qwest in the event that it fails to perform under the Agreement. Such documents, data and other information will be necessary to prove any claim a CLEC would seek to pursue against Qwest.

Because Qwest is the entity in complete control over a large amount of relevant data and documentation, it is in a unique position to destroy or make untenable the CLEC's ability to defend itself against Qwest's poor service or anticompetitive tactics. In addition the Commissions will need such information to monitor Qwest in the backsliding and other venues to ensure that their local markets are indeed being opened to competition.

### **SGAT Section 11 – Network Security**

Consistent with the law, in Sections 11.12, 11.15 and 11.18, AT&T has proposed the addition of language that makes clear that Qwest can only impose on CLECs the level of safety or security requirements that Qwest applies to itself, including employees, agents and vendors. This topic was discussed at length in the collocation workshop and appropriately reflected in the collocation provisions of the SGAT (*see* Sections 8.2.1.8, 8.2.1.17, 8.2.1.18). Section 11 should be consistent. AT&T proposes the following:

11.12 When working on Qwest ICDF Frames or in Qwest equipment line-ups, CLEC employees, agents and vendors agree to adhere to Qwest quality and performance standards provided by, and adhered to by, Qwest and as specified in this Agreement.

11.15 CLEC employees will ensure adherence by its employees, agents and vendors to all Qwest environmental health and safety regulations, to the same degree that Qwest employees, agent and vendors adhere to such regulations. This includes all fire/life safety matters, OSHA, EPA, Federal, State and local regulations, including evacuation plans and indoor air quality.

11.18 CLEC's employees, agents and vendors will comply with Qwest Central Office fire and safety regulations, to the same extent Qwest employees, agents and vendors comply with the same, which include but are not limited to, wearing safety glasses in designated areas, keeping doors and aisles free and clean of trip hazards such as wire, checking ladders before moving, not leaving test equipment or tools on rolling ladders, not blocking doors open, providing safety straps and cones in installation areas, using electrostatic discharge protection, and exercising good housekeeping.

In Sections 11.19 and 11.25, Qwest includes language that give Qwest the right to terminate a CLEC's right of access if certain activities occur. Qwest cannot have this unfettered right without a process that calls for notification, opportunity to cure and the ability to get an independent decision from the Commission or through the dispute resolution process when the issues cannot be amicably resolved between the parties.

AT&T proposes the addition of language at the beginning of Section 11.22. This will ensure that this section does not do anything to narrow the rights CLECs have under the collocation sections of the SGAT to conduct certain activities in their collocation space.

11.22 Except as otherwise provided in this Agreement, CLEC's employees, agents or vendors may not make any modifications, alterations, additions or repairs to any space within the building or on the grounds.

Turning to Section 11.23 of the SGAT; it is reprinted below. This section contains a very strong right in favor of Qwest to halt CLEC work, and it is not in complete concert with Sections 8.2.3.9 and 8.2.3.10 of the SGAT. Section 11.23 needs to be made consistent with these other provisions or deleted. If Section 11.23 remains in the SGAT (appropriately modified), the parties need to discuss the right CLEC has to make a Qwest employee, agent or vendor stop a work activity that poses risk to CLEC personnel or property.

11.23 Qwest employees may request CLEC's employee, agent or vendor to stop any work activity that in their reasonable judgment is a jeopardy to personal safety or poses a potential for damage to the building, equipment of services within the facility.

Moving to Section 11.31, Qwest should explain why, under Section 11.31, a CLEC is required to notify Qwest Service Assurance when gaining access to a Central Office after hours. CLECs have 7x24 access to their collocation space under Section

8.2.1.19 of the SGAT. That provision (appropriately) does not require this after-hours notification. It is inappropriate and creates a burden on CLECs' access. Section 11.31 should be deleted.

~~11.31 CLEC employees, agents and vendors will notify Qwest Service Assurance (800-713-3666) when gaining access into a Central Office after hours. Normal business hours are 7:00 a.m. to 5:00 p.m.~~

Finally in Section 11.37, the SGAT language states that Qwest will not notify CLEC when performing a trap/trace or pen register assistance to law enforcement agencies, because of non-disclosure considerations. Since CLEC is the service provider of the end-user, CLEC should be notified in all cases where it is permitted. In addition, Qwest should inform law enforcement agencies, when these requests are made, that CLEC is the service provider, and as such CLEC should be involved in the process.

#### **SGAT Section 17 – Bona Fide Request (BFR)**

In its initial comments, AT&T raised serious concerns about the application of Qwest's BFR process. In addition to AT&T's basic concern about the length of time associated with such process, AT&T's experience shows that Qwest abuses this process to delay and impede acquisition by CLECs of services or products from Qwest.

In considering AT&T's experience with its BFR for MF signaling, it is important to keep the following in mind:

- AT&T's existing interconnection agreement actually provides for the item ultimately requested of Qwest.
- The request made by AT&T was in fact for a service that is technically feasible and available in Qwest's network and Qwest's insistence that the BFR process applies was inappropriate from the outset.
- After a month of discussion about the necessity for and negotiation of an amendment, Qwest required AT&T to commence a BFR process.

- Qwest's proposed resolution of AT&T's request, at the end of the day, is to provide access to the requested service on an interim basis, incorporating a quilt of provisions cooked up independently by Qwest or imported from other ICAs. It is important to note that in exchange for allowing AT&T to order MF signaling Qwest seeks to require AT&T to amend the limitation of liability provision in its interconnection agreement with Qwest to substantially reduce Qwest's exposure under that agreement.<sup>6</sup> Qwest asserted that AT&T enter into a "letter of understanding"—a document that would need to be negotiated between the parties, which presumably will look a lot like the amendment the parties worked on and signed six months earlier.
- Ultimately, AT&T is now aware that the lack of routing diversity that necessitated AT&T's initial request has been substantially corrected in Qwest's network, so that the need for the BFR process seems now largely unnecessary. Since the AT&T and TCG interconnection agreements have provisions on MF signaling, we should now simply be able to order it and Qwest should provision it.

All of this activity resulted from a request that: 1) was technically feasible, 2) existed in Qwest's network, 3) was for access provided for in AT&T's existing ICA and 4) essentially bought time for Qwest to provide for the routing diversity which obviates the need for the request. So much for Qwest's products and processes. This is another example of the CLECs commercial experience with Qwest that ultimately shows less than stellar performance on Qwest's part and probably anticompetitive behavior.

A very disturbing requirement identified above is Qwest's effort to require AT&T to concede a very important right in its interconnection agreement with Qwest in order to obtain a service through the BFR process. There is no basis for Qwest's exposure to be narrowed under the liability provisions of its interconnection agreement as a result of this process. This is absolute abuse of the process and yet another way that Qwest obstructs the activities of CLECs. This illustrates nicely one of the problems with leaving matters

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<sup>6</sup> Qwest requires AT&T to incorporate a limitation of liability provision from the TCG-Qwest interconnection agreement.

open under the SGAT or any interconnection agreement.

The Commission should require that Qwest add language to the SGAT that clearly states that any amendments to the SGAT sought by CLECs shall only include the terms that specifically and legitimately relate to the service being provided and shall not permit Qwest to require modifications to terms and conditions already contained in the SGAT.

It would be appropriate to measure Qwest's adherence to the requirements of this process, once established, to determine whether Qwest is in compliance. There should be consequences for Qwest's failure to perform.

**Exhibit F – Special Request Process (SRP)**

Qwest states that the Special Request Process was developed at the request of CLECs to provide an abbreviated version of the BFR process that could be used for requests that do not require a comprehensive technical feasibility analysis. The parties to this docket and the Commission should read very carefully Mr. Brotherson's SRP testimony contained in his Supplemental Affidavit. AT&T has commented on Qwest's use of products in lieu of committing to more broadly meet its obligations under § 251 of the Act (*See* comments on Section 1.7.1 above). Mr. Brotherson provides a fine illustration of why "productization" is a problem for CLECs. Mr. Brotherson's affidavit, when referring to the Special Request Process, states that the SRP is designed "for unbundled network element that have been defined by the FCC or this Commission as a network element to which Qwest must provide unbundled access but for which Qwest has not created a standard product"<sup>7</sup> (this is also reflected in paragraph 1.d of Exhibit F).

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<sup>7</sup> Supplemental Affidavit of Larry Brotherson, filed May 11, 2001, at p. 8

What this says is that Qwest has an obligation under the Act, the CLEC has an interconnection agreement and yet the CLEC has to go through an ill-defined process to get Qwest to perform. Under this set of circumstances, how can the Commission find that Qwest has specific and concrete obligations with respect to anything that is subject to the SRP? The Act says nothing about an ILEC having to develop a standard product before it is required to meet its obligations under the Act.

Simply put, Qwest needs to meet its obligations under the Act and not put CLECs through another delay-causing process. The obligations need to be clear and concrete in the SGAT. If Qwest cannot perform, that is called breach and there should be consequences for that breach. Accommodating Qwest with yet another process that gives it still more time to try to come into compliance with the Act does not serve the purpose of the Act - to open the local markets to competition.

Because, as Qwest concedes, the SRP does not include an analysis into technical feasibility or the necessary and impair standard, the process should be quick, if the Commission determines that such a process is warranted in the first instance. In other words, the determination made through the SRP should not be "whether," but "how" and "when." The SRP does not appear to live up to its billing as an "abbreviated" BFR process for at least two reasons. First, Qwest's standard for determining whether a "product" may be offered are too vague. Second, the intervals are uncertain because one never seems to know when Qwest will bump an special request into the BFR process. In addition, the SRP intervals are incomplete.

Qwest suggests that requests for services that do not meet the requirements for SRP, which include "any request that requires an analysis of technical feasibility and

possible legal analysis to determine that the requested service is required under the Act,” must be treated as a BFR request. CLECs will be left wondering, in most instances whether any request has been appropriately made under the SRP. Qwest has uttered an all too familiar refrain in these proceedings when asked about a potential service: it will do nothing that it is not required under the Act. Because Qwest’s interpretations have been novel or revealed only through investigation, most CLECs have come to understand that Qwest will do nothing without a fight. Qwest’s “standard” therefore, appears to be nothing more than a front for further stonewalling and delay.

Paragraph 1 of Exhibit F lists four categories that Qwest indicates fall within the SRP. Qwest should explain why a. and b. are on this list. These have to do with switch features that are in the switch but not activated, or not currently available in the switch but are available from the switch vendor. Why is a process required when a CLEC wants one of these? Why can’t a CLEC order these items? As mentioned above, paragraph 1.d of Exhibit F is inappropriate. There should be an affirmative obligation in the SGAT that Qwest must provide the items identified in paragraph 1.d.

Paragraph 2 of Exhibit F indicates that “[a]ny request that requires an analysis of technical feasibility shall be treated as a Bona Fide Request (BFR).” Paragraph 5 has similar language indicating that a CLEC will be directed to follow the BFR process. It is not clear from this Exhibit what happens if a CLEC submits a Special Request and then Qwest determines that the BFR process needs to be followed. Will Qwest continue the process and treat it as a BFR without making the CLEC go back to day one in the BFR process? It is important that whatever the CLEC submits to Qwest, Qwest must handle it expeditiously and put it to the right people to get answers promptly. CLEC should not be

penalized as to the time it takes to get a meaningful answer from Qwest simply because it submitted a Special Request that Qwest considers subject to the BFR process.

Qwest should explain how it came up with the list of items in paragraph 2 to which Qwest expects to apply the BFR process. For example, paragraph 2.d states “Requests for combinations of Unbundled Network Elements that include UNEs that are not defined by Qwest as products”. Qwest should explain why a technical feasibility analysis applies to this. UNEs that are not defined by Qwest as products are nonetheless required under the Act.

The form used for a Special Request should be attached as an exhibit to the SGAT. This form should not be changeable by Qwest unilaterally, because Qwest may add requirements that are not called for and that create a greater burden on CLECs.

Paragraphs 4 and 5 of Exhibit F make reference to two intervals: (i) five business days for Qwest to acknowledge receipt of a Special Request, and (ii) fifteen business days for a preliminary analysis from Qwest. The Exhibit has no statement of processes or intervals after the preliminary analysis. Is the preliminary analysis to be replaced by a permanent analysis? At what point does Qwest provide all of the terms for the special request so that CLEC can place an order? Qwest needs to spell out each step in this process and the timeline associated with each. CLECs cannot evaluate the propriety of this process without such information.

Paragraph 6 gives Qwest an out from meeting the timeframes of the SFP for “extraordinary circumstances”. This provision should be stricken. There is already a Force Majeure provision in the SGAT, Section 5.7. If there is a Force Majeure event,

**VERIFICATION OF MICHAEL HYDOCK**

I, Michael Hydock, being duly sworn, hereby state that I am District Manager in the Local Services and Access Management organization at AT&T Communications of the Mountain States, Inc. By this verification, I hereby affirm the factual assertions as true and correct statements to the best of my knowledge and expertise.

Dated this \_\_\_\_\_ day of May 2001.

\_\_\_\_\_  
Michael Hydock

**STATE OF COLORADO** )

) ss

**CITY AND COUNTY OF DENVER** )

**SUBSCRIBED AND SWORN TO** before me this \_\_\_\_\_ day of May, 2001 by Michael Hydock, who certifies that the foregoing is true and correct to best of his knowledge and belief.

Witness my hand and official seal.

\_\_\_\_\_  
Notary Public

My commission expires:

\_\_\_\_\_

performance is excused for some brief period. "Extraordinary circumstances" is undefined and is just another way for Qwest to skirt its obligations.

It would be appropriate to measure Qwest's adherence to the requirements of this process, once established, to determine whether Qwest is in compliance. There should be consequences for Qwest's failure to perform.

### CONCLUSION

This concludes AT&T's supplemental statements.

Respectfully submitted this 25<sup>th</sup> day of May, 2001.

**AT&T COMMUNICATIONS  
OF THE MOUNTAIN STATES, INC.,  
AND TCG PHOENIX**

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**BEFORE THE ARIZONA CORPORATION COMMISSION**

**WILLIAM A. MUNDELL**  
**Chairman**  
**JAMES M. IRVIN**  
**Commissioner**  
**MARC SPITZER**  
**Commissioner**

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

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**Docket No. T-00000A-97-0238**

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**SUPPORTING AFFIDAVIT OF JOHN F. FINNEGAN**  
**REGARDING SECTION 12 OF QWEST'S SGAT**

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**MAY 25, 2001**

AT&T Communications of the Mountain States, Inc. and TCG Phoenix (collectively "AT&T"), hereby submit this Supporting Affidavit of John F. Finnegan regarding Qwest Corporation ("Qwest") Statement of Generally Available Terms ("SGAT") Section 12.

### **INTRODUCTION & QUALIFICATIONS**

My name is John F. Finnegan, and I am a senior policy witness employed by AT&T. My business address is 1875 Lawrence Street, Suite 1400, Denver, Colorado 80202.

My education and relevant work experience are as follows. I have a B.S. in Engineering from Rutgers College of Engineering and an M.B.A from the University of Denver. I have worked for AT&T for 18 years. After graduating from Rutgers, I spent the next two years with Combustion Engineering in Valley Forge, PA as a Project Engineer. In 1983, I joined AT&T as a purchased product engineer. Over the next 12 years, I spent time with AT&T in a variety of engineering, quality management, sales and marketing positions. Almost half of that time was spent leading a supplier quality management organization.

In 1995, I joined the New Markets Development Organization, (the immediate predecessor to the Western Region Local Services Organization) and was one of the first employees in the Western Region to explore the opportunities associated with providing local exchange services. In 1996 I began in my current position.

Recently I have concentrated my work efforts on collaborating with Qwest, CLECs and state regulators on understanding and evaluating Qwest's operational support system ("OSS"). In fact, I have been AT&T's representative in the Arizona and the

Regional Oversight Committee's ("ROC") OSS tests since their inception. I am a frequently panelist on ROC OSS discussions.

### **PURPOSE OF AFFIDAVIT**

AT&T has asked me to address the OSS topics in this workshop. To that end, I have examined Qwest's SGAT Section 12 entitled "Access to Operational Support Systems (OSS)" and the testimony of Mr. Orrel, Mr. Allen and Mr. Brotherson related thereto. While Mr. Orrel has attached performance data to his testimony, I have not examined that data because it is premature in this proceeding and not at issue at this juncture. In fact, neither the ROC or TAG functionality tests have evaluated the integrity of Qwest's input data. The audit process does not evaluate the integrity of the input data and this is a critical step in ensuring that Qwest is providing reliable performance measurements.

In addition, the FCC has made it clear that it will consider only the more recent data submitted closer to the time to when a Regional Bell Operating Company ("RBOC" or "BOC") seeks FCC approval of its § 271 application.<sup>1</sup> Complaints about older data, such as that attached to Mr. Orrel's testimony, will not be addressed.<sup>2</sup> Therefore, it is premature to address such information.

### **SECTION 12: ACCESS TO OPERATIONAL SUPPORT SYSTEMS (OSS)**

Section 271(c)(2)(B)(ii) of the Act requires Qwest to offer non-discriminatory

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<sup>1</sup> *Application of Verizon New England, Inc., Bell Atlantic Communications, Inc. (d/b/a Verizon Long Distance), NYNEX Long Distance Company (d/b/a Verizon Enterprise Solutions) and Verizon Global Networks, Inc., For Authorization to Provide In-Region, InterLATA Services in Massachusetts*, Memorandum and Order, CC Docket No. 01-9, FCC 99-130 (Rel. April 16, 2001) at *cite footnotes 220, 224, 227 and 291* (hereinafter "*FCC Verizon MA Order*").

<sup>2</sup> *Id.*

access to operational support systems functions. In addition, 47 CFR § 51.319(g) states, among other things, that “OSS functions consist of pre-ordering, ordering, provisioning, maintenance and repair, and billing functions supported by an incumbent Local Exchange Carrier’s (“LEC”) databases and information.” Finally, § 251(c)(3) of the Act requires that Qwest provide such access on rates, terms and conditions that are just and reasonable. Hence, as a part of its § 271 obligations, Qwest must provide access to OSS under terms and conditions that are nondiscriminatory and just and reasonable.<sup>3</sup>

For OSS functions that are analogous to those that Qwest provides to itself, its customers or its affiliates, the FCC has stated that the nondiscrimination standard requires Qwest to offer requesting carriers access that is equal in terms of quality, accuracy, and timeliness, and that permits competing carriers to perform the functions in substantially the same time and manner as Qwest.<sup>4</sup> For OSS functions that have no retail analogue, Qwest must offer access “sufficient to allow an efficient carrier a meaningful opportunity to compete.” In these instances, the FCC has examined whether performance standards exist that are appropriate for measuring OSS performance, and if so, whether an RBOC’s performance is sufficient to allow an efficient carrier a meaningful opportunity to compete.<sup>5</sup>

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<sup>3</sup> *In the Matter of Application by SBC Communications Inc., Southwestern Bell Telephone Company and Southwestern Bell Communications Services, Inc. d/b/a Southwestern Bell Long Distance Pursuant to 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) at ¶ 93 (hereinafter “**SWBT Texas 271 Order**”). In this Order, the FCC notes that access to OSS functions falls “squarely within an incumbent LEC’s duty under § 251(c)(3) to provide unbundled network elements.” *Id.* Checklist item 6 governs unbundled network elements.

<sup>4</sup> *In the Matter of Application by Bell Atlantic New York for Authorization Under Section 271 of the Communications Act to Provide In-Region, InterLATA Service in the State New York*, Memorandum Opinion and Order, CC Docket No. 99-295, FCC 99-404 (Rel. Dec. 22, 1999) at ¶ 85 (hereinafter “**FCC BANY Order**”).

<sup>5</sup> *Id.* at ¶ 86.

**A. The FCC's Two Step Test.**

The FCC has used a two-step approach to determine whether BOCs have met the nondiscrimination standard for OSS functions. The first step is “whether the BOC has deployed the necessary systems and personnel to provide sufficient access to each of the necessary OSS functions and whether the BOC is adequately assisting competing carriers to understand how to implement and use all of the OSS functions available to them.”<sup>6</sup> The second step is “whether the OSS functions that the BOC has deployed are operationally ready, as a practical matter.”<sup>7</sup>

Under the first prong, the BOC must prove it has developed sufficient interfaces to allow competing carriers equivalent access to all of the necessary OSS functions.<sup>8</sup> For example, BOCs must disclose any “internal business rules” and other formatting information necessary to ensure that a carrier’s requests and orders are processed efficiently.<sup>9</sup>

For the second prong of the test, the FCC examines performance measurements and other evidence of commercial readiness to ascertain whether the BOC’s OSS is handling current demand and will be able to handle reasonably foreseeable future volumes.<sup>10</sup>

**B. Examination of Qwest's SGAT Section 12.**

With the fundamental legal requirements in mind, AT&T has a number of

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<sup>6</sup> *Id.* at ¶ 87.

<sup>7</sup> *Id.*

<sup>8</sup> *SWBT Texas 271 Order* at ¶ 97.

<sup>9</sup> *Id.*

<sup>10</sup> *Id.* at ¶ 98; this particular portion of the FCC’s examination is not specifically addressed in the Qwest direct case. Moreover, the ROC and TAG testing must complete and then this particular portion of the States’ expected examination can commence.

concerns with Section 12 of Qwest's SGAT as described below. Without significant revisions, this section of the SGAT fails to demonstrate that Qwest provides a "concrete and specific obligation" to offer nondiscriminatory access to OSS functions. I will describe my concerns as I move sequentially through Section 12 of the SGAT.

### **SGAT 12.1 Description**

#### **Subsections 12.1.1 & 12.1.2**

Beginning with the last sentence of Section 12.1.1, it provides that Qwest will notify CLECs of changes to the electronic interfaces as technology evolves "consistent with this Section." This reference is vague in relation to just how the CLEC should anticipate receiving such notice. Is this a reference to the change management process in Section 12.2.6 or some other notice procedure? In keeping with its legal obligations, Qwest should clarify this reference and specifically ensure that CLECs receive meaningful notice of any changes to Qwest's electronic interfaces with ample opportunity to comment, update CLEC systems as necessary and raise concerns.

Turning to the second subsection, Qwest should add interconnection services to the list of OSS functions provided in the first sentence of Section 12.1.2. This is consistent with paragraph 435 of the *UNE Remand Order*, where the FCC found that "access to the same information and support functions as the incumbent LEC is needed by requesting carriers to provide quality service over their own facilities."<sup>11</sup>

In addition and in lieu of merely reciting the nondiscrimination mantra, Qwest should refer in its SGAT to the service standards, measurements and performance

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<sup>11</sup> *Implementation of the Local Competition Provisions of the Telecommunications Act of 1996*, 15 FCC Rcd 3696 at ¶ 435 (1999) (hereinafter "*UNE Remand Order*").

incentives applicable to the OSS functions that are intended to ensure nondiscriminatory access.

In the recently revised final sentence of Section 12.1.2, Qwest agrees to “disclose” to the CLEC internal business rules and other formatting information necessary for efficient processing of requests and orders.<sup>12</sup> Again, this is a rather vague proposal. Qwest should clarify the manner in which it will disclose such information to the CLECs and when it will be made available.

Similarly, in the last sentence of this subsection, Qwest should either define what it considers the “reasonably foreseeable demand” that Qwest’s OSS will accommodate or provide concrete evidence that it can accomplish this goal. The FCC has made it clear that the “petitioning BOC must *demonstrate* that it is presently ready to furnish each checklist item in the quantities that competitors may reasonably demand and at an acceptable level of quality. ... For example, the BOC may present operational evidence ... .”<sup>13</sup>

## **Section 12.2 OSS Support for Pre-Ordering, Ordering and Provisioning**

### **Subsection 12.2.1 Local Service Request (LSR) Ordering Process**

In other parts of the SGAT, Qwest requires that an LSR be “complete and accurate” before the applicable interval for Qwest’s performance begins to run.<sup>14</sup> From the CLEC perspective this kind of requirement, without any explanation of what it means, will allow Qwest to apply its subjective judgment to improperly reject orders. In addition AT&T is concerned that Qwest will reject orders for reasons unrelated to the

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<sup>12</sup> Supplemental Qwest Exhibit LBB-1.

<sup>13</sup> *FCC Verizon MA Order* at ¶ 110 (**emphasis added**).

<sup>14</sup> *See e.g.*, SGAT Section 9.2.4.9.1.

completeness and accuracy of the LSRs (e.g., Qwest rejects a CLEC LSR converting land lines to a CLEC because the customer has a pending cellular telephone order with Qwest). CLECs have discussed this experience in other workshops.

As it has in the collocation section of its SGAT,<sup>15</sup> Qwest should define what information on the LSR must be “accurate” and what fields on the form need to be filled in for the form to be considered “complete.” Concrete and objective items must be identified in the SGAT to insure that this requirement is not abused. Section 12 seems to be the appropriate place to do this.

#### Subsection 12.2.1.2

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

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

#### Subsection 12.2.1.4 Functions

Qwest deleted the descriptions of the pre-order and order functions that were previously in its SGAT. These descriptions should not have been deleted they are

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<sup>15</sup> SGAT Section 8.4.1.5.

necessary to establish the parties' expectations, and to establish Qwest's concrete and binding obligation to support these functions. AT&T proposes the following language for re-insertion in Section 12.2.1.4:

12.2.1.4 Functions

12.2.1.4.1 Pre-Ordering

Qwest will provide real time, electronic access to pre-order functions to support CLEC's ordering of the Services via the electronic interfaces described herein. The Parties acknowledge that ordering requirements necessitate the use of current, real time pre-order information to accurately build service orders. Qwest will make the following real time pre-order functions available to CLEC:

- 12.2.1.4.1.1 Features, services and Primary Interexchange Carrier (PIC) options for intraLATA toll and interLATA toll available at a valid service address;
- 12.2.1.4.1.2 Access to customer service records (CSRs) for Qwest retail or resale end users. The information will include billing name, service address, billing address, service and feature subscription, directory listing information, long distance carrier identity, and pending service order activity;
- 12.2.1.4.1.3 Telephone number reservation, assignment and confirmation;
- 12.2.1.4.1.4 Reservation of appointments for service installations requiring the dispatch of a Qwest technician;
- 12.2.1.4.1.5 Information regarding whether dispatch is required for service installation and available installation appointments;
- 12.2.1.4.1.6 Service address verification.
- 12.2.1.4.1.7 Facility availability, loop qualification and loop make-up information, including loop length, presence of bridged taps, repeaters, and loading coils, etc. This Section 12.2.1.4.1.7 shall apply only to CLEC orders for unbundled loops or loop combinations.

#### 12.2.1.4.2 Ordering/Provisioning

Qwest will provide access to ordering and status functions to support CLEC provisioning of the Services via the Interfaces. To order the Services, CLEC will format the service request to identify what features, services, or elements it wishes Qwest to provision in accordance with mutually agreeable ordering requirements.

12.2.1.4.2.1 CLEC may submit, and Qwest will accept, orders for Combinations or for multiple individual Unbundled Network Elements on a single service request. In no event shall CLEC be required to submit separate service requests for each individual Unbundled Network Element in any Combination.

12.2.1.4.2.2 Qwest shall provide all provisioning services to CLEC during the same business hours that Qwest provisions services for its end user customers. If CLEC requests that Qwest perform provisioning services at times or on days other than as required in the preceding sentence, Qwest shall provide CLEC a quote for such services consistent with the provisions set forth in Part X (Pricing) of this Agreement.

12.2.1.4.2.3 When CLEC places an electronic order Qwest will provide CLEC with an electronic firm order confirmation notice. The confirmation notice will follow industry-standard formats and contain the Qwest commitment date for order completion ("Committed Due Date"). Upon completion of the order, Qwest will provide CLEC with an electronic completion notice which follows industry-standard formats and which states when that order was completed.

12.2.1.4.2.4 When CLEC electronically orders the Services, Qwest shall provide notification electronically of any instances when (1) Qwest's Committed Due Dates are in jeopardy of not being met by Qwest on any service or (2) an order contains Rejections/Errors in any of the data element(s) fields. Such notice will be made as soon as the jeopardy or reject is identified.

12.2.1.4.2.5 Where Qwest provides installation on behalf of CLEC, Qwest shall advise the CLEC end user to notify CLEC immediately if the CLEC end user requests a service change at the time of installation.

Without this specificity, Qwest's compliance with its § 271 obligations is uncertain at best.

### Subsection 12.2.1.5.3 Dial-Up Capabilities

Like preceding subsections, AT&T requests the following clarifying language be added to Subsection 12.2.1.5.3, as marked to show the requested addition:

12.2.1.5.3 When CLEC requests from Qwest more than fifty (50) SecurIDs for use by CLEC customer service representatives at a single CLEC location, CLEC shall use a T1 line instead of dial-up capabilities access at that location. If the CLEC is obtaining the T1 line from Qwest, then the CLEC shall be able to use SecurIDs until such time as Qwest provisions the T1 line and the line permits pre-order and order information to be exchanged between Qwest and the CLEC.

This addition makes clear the circumstances under which Qwest will require dial-up capabilities. Again, this provides the specific and concrete information that the CLECs can rely upon and Qwest must show the FCC in order to obtain Section 271 relief.

### New Subsection 12.2.1.8 Proposal

Although Qwest's SGAT does not contain this subsection, AT&T proposes it as an extremely important addition to the SGAT. The FCC has noted the critical importance of access to the OSS to the CLECs.<sup>16</sup> Should for some reason the OSS system become unavailable to CLECs, both the CLECs and Qwest need a plan and process to cover the carriers and customers needs during the interim repair period. Therefore, the SGAT should provide for contingency plans and disaster recovery plans for the OSS. AT&T proposes the following language be added as Section 12.2.1.10:

12.2.1.10 Qwest and CLEC will jointly establish interface contingency plans and disaster recovery plans for the interfaces described in this Section.

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<sup>16</sup> *In the Matter of Implementation of the Local Competitor Provisions in the Telecommunications Act of 1996*, First Report and Order, FCC 96-325, CC No. 96-98 (Released Aug. 8, 1996) at ¶ 518 ("First Report and Order").

While this is not as complete a proposal as a developed plan would be, it nevertheless creates an affirmative obligation upon the parties to develop such a plan, which could then be the subject of the CICMP process discussed later in my affidavit.

### **SGAT Section 12.2.2 Maintenance and Repair**

#### **Subsections 12.2.2.1 through 12.2.2.4**

To ensure that full functionality is provided to the CLECs, Section 12.2.2.1, should be modified to adopt the following clarifying language change, marked to show requested additions and deletions:

12.2.2.1 Qwest shall provide electronic interface gateways, including an electronic bonding interface and a GUI interface, for reviewing a customer's trouble history at a specific location, conducting testing of a customer's service, and reporting trouble, ~~including an electronic bonding interface and a GUI interface,~~ to facilitate the exchange of updated information and progress reports between Qwest and CLEC while the Trouble Report (TR) is open and a Qwest technician is working on the resolution.

The FCC's *SWBT Texas 271 Order* expressly confirms that Qwest's statutory obligation to provide nondiscriminatory access to OSS functions is a part of its § 271 review and AT&T's proposal here ensures greater clarification on such functions.

As in previous sections, Qwest has deleted its description of the maintenance and repair interfaces gateways and trouble ticket processes. AT&T requests that Qwest explain more fully its rationale for not including this in the SGAT.

### **SGAT 12.2.3 Interface Availability**

#### **Subsections 12.2.3.1 through 12.2.3.3**

These subsections of the SGAT purport to describe when the OSS interfaces will be available to the CLECs. Interfaces should be available to CLECs twenty-four hours a day, seven days a week, except for scheduled maintenance. At minimum, Qwest should

guarantee the interfaces will be available the same hours that Qwest makes that function available to itself and its affiliates.

If Qwest insists on limiting the hours the interface is available, it should agree not to schedule maintenance during the scheduled available time. To achieve this, AT&T suggests adding the following sentence to 12.2.3.2:

Qwest will not schedule any downtime for maintenance and/or upgrade work during the interface availability hours listed in Section 20.

Further, Qwest should commit to providing fifteen business days' advance notice of any scheduled maintenance to ensure CLECs have adequate time to prepare for any effects on CLEC's business. Certainly, it's fair to say that Qwest can anticipate its scheduled maintenance and plan ahead for it; CLECs should enjoy the same opportunities. Thus, Section 12.2.3.2 should be further modified to accommodate a notice period.

### **SGAT 12.2.5 Outputs**

#### **Subsections 12.2.5.2 through 12.2.5.5**

These SGAT Subsections address "output" information that generally comes to the CLEC in the form of bills, data files and reports. Subsections 12.2.5.2.4(a) and 12.2.5.2.5(a), currently provide loss reports and completion reports, respectively. In subpart of these section the describe that Qwest will provide individual reports for "interim number portability." Qwest should provide reports on Local Number Portability, not merely interim number portability. Thus, the subpart "a" for each section should read "Interim and Local Number Portability."

AT&T also requests the addition of the word "Billing" at the beginning of Section 12.2.5.2.5. This Subsection addresses Qwest's charges for Daily Usage Record Files, and these records are generally referred to as "Billing Completion Reports."

#### **SGAT 12.2.6 Change Management**

This Section of the SGAT purports to describe the "Co-Provider Industry Change Management Process or "CICMP."<sup>17</sup> In Section 12 this process is further described as applying to discussions related to OSS development. As a general matter Qwest has expanded its use of the CICMP process to include more than merely discussions of OSS development. That is, in previous workshops, Qwest has stated:

Qwest agrees that, within 45 days of closing a workshop, it will update its technical publications, product catalog (also known as the IRRG), and product documentation for CLECs to reflect the agreements made in the workshop and to make Qwest's documentation consistent with its SGAT. Qwest will then submit the updated technical publications, product catalog, and product documentation to the Change Management Process (CICMP). When Qwest submits the documents to CICMP, Qwest will file a notice in this proceeding indicating that the documents have been updated and how to obtain copies. Qwest will take affirmative action following the close of a workshop to communicate to appropriate personnel and to implement the agreements made in such workshop. Qwest acknowledges that any commission order or report recommending that Qwest meet a checklist item will be conditioned on Qwest's compliance with this commitment.<sup>18</sup>

Thus, the purported scope of CICMP is dramatically larger than merely OSS development. Qwest should not only confirm that it intends to adhere to its representations, but it should also provide a comprehensive list of the matters covered by the CICMP process. In addition, Qwest should provide evidence in this record regarding

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<sup>17</sup> There exists a consistency problem within the SGAT. Under Subsection 12.2.6, Qwest employs the term "Co-Provider Industry Change Management Process, but then in Subsection 12.2.6.2, Qwest uses the term "CLEC Industry Change Management Process. Qwest needs to be consistent throughout its SGAT on the precise definition of CICMP.

<sup>18</sup> Arizona Workshop Exhibit 4-Qwest-12.

whether it has submitted to CICMP any of the documents referenced above.

In addition, on the record in Washington<sup>19</sup>, the parties discussed the fact that while change management issues are being discussed in the SGAT workshops, the witnesses and attorneys working on the SGAT are not directly involved in the CICMP activities. The CLECs asked that Qwest provide certain CICMP notices to all of the parties in the workshops so that they will immediately become aware of issues that arise in the context of the CICMP that relate to these workshops. Qwest agreed that while SGAT/271 workshops are continuing, Qwest will distribute to the service list for each workshop all notifications in the CICMP that deal with (i) changes to technical publications, (ii) changes to the IRRG (product catalogs are included in this), and (iii) all changes coming through the CICMP that are the result of workshop discussions. Qwest further agreed to provide a “decoder ring” that will relate these noticed changes to the workshop discussions to which the changes relate.

AT&T’s personnel have yet to receive any notices under this agreement. Qwest should honor its commitment and this Commission and the parties involved in this proceeding should receive such notices. At present little evidence exists that Qwest’s CICMP process is sufficiently formed to accommodate Qwest’s record representations about CICMP in this and other states. The commitment was made on April 24, 2001.

### **Comments on Change Management**

#### **The Legal Standard**

The FCC has outlined five elements of an RBOC’s change management process that are required before the change management plan can be considered adequate to

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<sup>19</sup> Washington Tr. (April 24, 2001) at pp. 3514 through 3521. (See Exhibit D.)

afford an efficient competitor a meaningful opportunity to compete.<sup>20</sup>

(1) that information relating to the change management process is clearly organized and readily accessible to competing carriers; (2) that competing carriers had substantial input in the design and continued operation of the change management process; (3) that the change management plan defines a procedure for the timely resolution of change management disputes; (4) the availability of a stable testing environment that mirrors production; and (5) the efficacy of the documentation the BOC makes available for the purpose of building an electronic gateway.

Assuming an RBOC is able to demonstrate that its plan meets these requirements, it must then demonstrate a pattern of compliance with its plan.<sup>21</sup>

#### Qwest's SGAT and Evidence

The only section of the SGAT that currently deals with Qwest's change management process, CICMP, is Subsection 12.2.6. This SGAT provision brings in newly proposed Exhibits G (CICMP Process) and H (CICMP Escalation Process) (these are Exhibits 1 and 2 to Mr. Allen's Affidavit). This documentation and other provisions of the SGAT do not demonstrate that Qwest's CICMP meets the FCC's requirements. In fact, this documentation demonstrates non-compliance. Briefly applying the FCC's criteria, shows the following deficiencies in the form of unanswered or unexplained questions:

a. Whether Information Relating to the Change Management Process is clearly Organized and Readily Accessible to Competing Carriers.

Whether information relating to the CICMP is clearly organized and readily accessible to competing carriers requires an independent review by a third party evaluating all of the documentation Qwest makes available to CLECs on the CICMP.

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<sup>20</sup> *SWBT Texas 271 Order* at ¶ 108.

<sup>21</sup> *Id.*

Qwest has provided no evidence that this has been accomplished nor any results of a third party evaluation, if performed.

In addition, the information filed in this docket could not be considered complete. The following are illustrative of this point and not intended to be inclusive. These matters should be addressed with language in the SGAT:

1. Mr. Allen's affidavit contains a reference to the following website: <http://www.qwest.com/wholesale/cicmp/index.html>. However, the SGAT language as well as the Exhibits 1 and 2 to Mr. Allen's affidavit, does not direct the CLEC to the appropriate website for information on the CICMP. The URL from Mr. Allen's affidavit should be stated in SGAT Section 12.2.6. The URL cite provided on page 4 of Exhibit 1 to Mr. Allen's testimony (<http://www.uswest.com/carrier/bulletins/whatisicmp.html>), does not work. The references to this URL need to be corrected.

2. Exhibit 1 to Mr. Allen's affidavit is a disjointed statement of processes and sub-processes. It is very difficult to read through these sub-processes and try to understand how long the process takes for a CR or an RN. Such evidence clearly shows Qwest has failed in its legal obligation. Thus, Qwest should provide a better, more coherent overview that clearly explains the process flow and timing for the processes. In addition, Qwest should provide information about all CRs and RNs that have been worked through CICMP to illustrate the time it is taking in practice from initiation of a request to approval and then implementation.

3. There is no explanation of what process is followed if CLECs and Qwest are at impasse. The escalation procedure in Exhibit H does not call for resolution by a

third party. Is Qwest the final decision maker on all matters in the CICMP? If so, that is not acceptable. If not, then a process for dispute resolution needs to be clearly described.

4. The FCC noted that SWBT's change management process was designed to accommodate five different types of changes: emergency changes; regulatory changes; changes in industry standards; changes initiated by SWBT; and changes requested by competing carriers.<sup>22</sup> CICMP seems to have only two categories, CLEC requested changes in the form of CRs and Qwest directed changes in the form of RNs. In fact Subsection 12.2.6.2 seems to indicate that Qwest will handle changes to the OSS based on regulatory obligations unilaterally without the involvement of CLECs, notwithstanding the fact that CLECs and Qwest often interpret Qwest's regulatory obligations differently. This process should clearly explain how changes generated from different sources are handled.

5. Part II of Exhibit 1 to Mr. Allen's affidavit refers to a "Joint Implementation Agreement" that "must be executed." What is this? Qwest should file the form of this agreement in this docket for the parties to review. This is just another example of the lack of evidence of Qwest's compliance.

6. The documentation provided by Qwest does not explain what happens to a CR that is introduced by a CLEC, does not gain support from other CLECs, but is nonetheless needed by the requesting CLEC. AT&T's experience is that Qwest cancels the CR because they are CLEC-specific. Qwest should explain this process and what recourse CLECs in this position have to get their need addressed. Vague descriptions

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<sup>22</sup> *SWBT Texas 271 Order* at ¶ 110. In addition, the FCC determined that Verizon's change management plan described the processes for four different types of changes: those initiated by Verizon, those initiated by competing carriers, those required by regulators and emergency changes. *FCC Verizon MA Order* at ¶ 104.

don't provide the necessary evidence upon which a Commission can judge Qwest's compliance.

7. If a CLEC goes to its Qwest account team with a request that the account team determines the CLEC should bring before CICMP, how is this handled? Is there a maximum time period by which the account team makes this determination and communicates back to the CLEC so that as little time as possible is lost? If the Qwest account team takes too long to respond to the CLEC, how does Qwest's process make up the time? Qwest should explain how the roles of the Qwest account teams and the CICMP compare and contrast with one another.

8. Is Qwest's performance of its obligations under CICMP measured?<sup>23</sup> Once an appropriate change management process is in place, it will be difficult to know whether Qwest is complying with it if there is no measure of Qwest's performance.

9. Page 2 of Exhibit 1 to Mr. Allen's affidavit identifies "Process Categories" to include Pre-Ordering, Ordering, Billing and Repair. Maintenance is not identified in this list. Is there a reason for this omission? Is it a mere oversight?

10. The Qwest documentation identifies that there are regularly scheduled change management meetings, however, the documentation does not state how frequently these meetings are held, where they may be held or other information that would be helpful for the CLEC's understanding of the process.

11. It appears that Qwest RNs (Qwest-originated changes) are pushed through by Qwest without taking into account the interests of CLECs. See Exhibit A ("The

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<sup>23</sup> *FCC Verizon MA Order* at ¶ 105. In this order, the FCC noted that Verizon had implemented "performance metrics to measure whether it provides change management notices to competing carriers in compliance with the Change Agreement."

current CICMP process is not a true collaborative effort for making changes to the CLEC-specific pre-order, order and repair interfaces.”) Qwest’s position stated in this exhibit is as follows: “It is Qwest’s position that it is appropriate for CLECs to vote on CLEC initiated changes but is not appropriate for CLECs to vote on all changes.” Qwest should allow CLECs to vote on all changes. To the extent Qwest does not agree, Qwest should explain very clearly what things CLECs do and do not have the right to vote on under the CICMP so that the parties can discuss and brief these issues.

12. Qwest should explain the rights CLECs have to influence or reject Qwest’s decisions to change products or processes that affect CLEC’s rights under their interconnection agreements or that might impact the results of measurements made under the Performance Indicator Definitions (PIDs) developed at the Regional Oversight Committee (ROC) workshops. For example, Qwest issued an RN with Log #5467145 on March 22, 2001. *See* Exhibit B. This RN is the “Qwest Position Statement on Build Requirements for Unbundled Loops.” In this RN, Qwest states that if it receives an unbundled loop order from a CLEC, there are no facilities available and Qwest has no planned engineering job, the LSR will be rejected and the order will be canceled. This change has a material negative impact on CLECs while benefiting Qwest substantially. Qwest’s number of held orders would go down which impacts the reporting under the PIDs. The PIDs as currently developed do not contemplate this “new process” and will inaccurately measure Qwest’s performance to Qwest’s benefit. In addition, CLECs will continually have to submit orders until Qwest finally does not reject them. This is not a change that Qwest should be permitted to make unilaterally without the vote of CLECs.

Does Qwest intend to implement a similar policy for other types of services, such as interconnection trunking or collocation?

13. Part 4.0 (Create Qwest Release Notification) on page 13 of Exhibit 1 to Mr. Allen's affidavit, states "Activities involve Qwest Support Group representatives completing a RN Form, which identifies the communication event which has taken place between Qwest and the Co-Provider Industry." By this language, all one can assume is that an RN is intended only as notification to CLECs and that CLECs do not have the ability to influence the development or disposition of an RN. This would be consistent with the findings of Cap Gemini Ernst & Young in Exhibit A. Qwest should explain how a change management process is effective when one party to the process can unilaterally make changes without the involvement of the other parties. It sounds more like a change "notification" process rather than a change "management" process. This is not compliant with the FCC requirements.

14. Qwest should explain what a proprietary CR would be. Qwest should also explain why a CLEC would submit a proprietary CR rather than taking the issue directly to its Qwest account team.

15. Sub-processes 3 (Manage Release Candidates) and 4 (Create Qwest Release Notification) in Exhibit 1 to Mr. Allen's testimony seem to involve internal processes at Qwest that include evaluation, prioritization and selection of change requests. It appears that CLECs do not have access to these activities or an explanation of what occurs during these activities. Qwest should explain why CLECs are not involved in these activities and in all levels of the process of CICMP.

16. Subsection 12.2.6.2 of the SGAT Lite attached to Mr. Brotherson's Supplemental Affidavit states "Release updates will be based on regulatory obligations as dictated by the FCC or Commissions and, *as time permits*, the agreed upon changes requested by the CLEC Industry Change Management Process (CICMP)." (*emphasis added*) Qwest should explain what "as time permits" means. This seems to indicate that Qwest takes its determinations of what needs to be done with a release ahead of CLECs' (higher in priority) and only gives CLECs what is left over. Qwest should explain its process of prioritizing CRs and RNs as separate groups and as against one another. Do RNs always take priority over CRs?

17. It is not clear from the CICMP documents in this docket what kind of testing is permitted or available.

18. Qwest should explain how far in advance of a release the EDI Draft Developer Worksheets are available. Qwest should also explain what information is contained in these draft worksheets.

19. The escalation process found at Exhibit 2 to Mr. Allen's affidavit appears to only apply to change requests made by CLECs and not to RNs generated by Qwest. Is this accurate? Why aren't CLECs given the opportunity to escalate and further challenge RNs that they disagree with?

20. Page 1 of Exhibit 2 of Mr. Allen's testimony states "The CICMP document defines items that can be escalated including change requests to the CICMP." What is "The CICMP document" to which this sentence refers? Exhibit 1 simply states that CRs may be escalated. Is there another document that further identifies items that can be escalated?

b. Whether Competing Carriers had Substantial Input in the Design and Continued Operation of the Change Management Process.

As noted under subsection (a) above, within this subsection too, Qwest has put no evidence into the record to demonstrate that CLECs had substantial input in the design and continued operation of the CICMP. In order to meet this part of the FCC's test, Qwest must provide such evidence and allow CLECs and commissions to evaluate such evidence and make a determination. Based on the unilateral right of Qwest to drive RNs through without CLEC involvement, it is questionable that CLECs had such an opportunity or, if they had, that it was a meaningful opportunity. The fact that CLECs participate in the process today says more about the desperation of CLECs to have some kind of process to raise issues with Qwest. This, however, does not make the process compliant with the FCC's requirements. Qwest may have to redesign this process, this time allowing CLECs substantial and meaningful input into the design.

There have been complaints by CLECs regarding CICMP. *See* Exhibit C. Qwest should explain how the issues raised in Exhibit C have been resolved. In addition, Qwest should produce in this docket all correspondence from CLECs identifying problems or concerns with CICMP.

c. Whether the Change Management Plan Defines a Procedure for the timely Resolution of Change Management Disputes

CICMP does not define a procedure for the timely resolution of change management disputes. The process documents filed by Qwest don't even acknowledge that a dispute may arise. Exhibit 2 to Mr. Allen's affidavit outlines the CICMP – Escalation Process. There are several problems with this document and the procedure it outlines:

1. It is only an escalation process that occurs within the Qwest organization. There is no dispute resolution mechanism.

2. The concept of dispute resolution is not even addressed. It must be introduced into the process and allow for arbitration of disputes or the ability to take the dispute directly to the state commission. The process for dispute resolution must be quick. It is hard to tell from the Qwest CICMP – Escalation document, but it looks like it may take three weeks to complete the escalation process and still possibly have no resolution. The FCC determined that:

Unresolved change management disputes could impede a carrier's ability to access the BOC's OSS, which, in turn, hampers that carrier's ability to serve its customers. It therefore is critically important that change management disputes are handled expeditiously. We would be hesitant to find that a BOC has an adequate change management process in place if the change management plan does not define a mechanism for change management disputes to be handled in a timely manner.<sup>24</sup>

3. This process occurs only after the normal CICMP procedures have been completed. It is not clear how long that might be, but it could be several months. After this a CLEC goes through escalation within Qwest. The escalation itself appears to take three weeks or more. A CLEC should have the ability to go to dispute resolution at any point in the process, particularly if the CICMP is dragging out the CLEC's issue and is not getting it resolved within a reasonable amount of time. The change management process should be a benefit to CLECs. A CLEC should not have to be a slave to every step in the process when the process takes too long to resolve a CLEC's issues.

4. Qwest cannot be allowed to be the final decision-maker on all CRs and RNs. CLECs must have a voice and the resolution of disputes must be in the hands of a

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<sup>24</sup> *SWBT Texas 271 Order* at ¶ 112.

third party.

d. Whether Qwest has a Stable Test Environment that Mirrors Production.

Again, Qwest presented no evidence on its test environments. There is language in Section 12 of the SGAT lite that discusses some testing. However, this language is deficient in that it does not provide for a test environment with a test bed of test accounts. In addition, under Section 12.2.9.3.2 states that Qwest “is developing” a stand-alone test environment. “Is developing” is not sufficient. Qwest must have a concrete obligation today to provide for such testing and such testing must be available. AT&T has proposed language to improve these sections of the SGAT. Qwest must agree to appropriate language in the SGAT regarding this requirement. Moreover, Qwest needs to bring evidence to this docket that clearly shows what Qwest is doing to make appropriate testing available. If Qwest is undertaking development, Qwest should explain the schedule for such development and the capabilities the end product will accommodate.

The FCC has determined the following:

As part of a sufficient change management process, a BOC must provide competing carriers with access to a stable testing environment to certify that their OSS will be capable of interacting smoothly and effectively with the BOC’s OSS. In addition, prior to issuing a new software release or upgrade, the BOC must provide a testing environment that mirrors the production environment in order for competing carriers to test the new release. If competing carriers are not given the opportunity to test new releases in a stable environment prior to implementation, they may be unable to process orders accurately and provision new customer services without delays. Moreover, the failure to provide a testing environment that mirrors production can result in competing carriers’ transactions succeeding in the testing environment but failing in production.<sup>25</sup>

Qwest has made no demonstration regarding the foregoing.

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<sup>25</sup> *SWBT Texas 271 Order*, ¶ 132.

e. What is the Efficacy of the Documentation that Qwest makes Available for the Purpose of Building an Electronic Gateway?

This question cannot be answered yet in this proceeding, because Qwest has filed not documentation regarding the building of an electronic gateway. Qwest must file in this docket the documentation Qwest makes available for the purpose of building an electronic gateway. The parties and the Commission Staff must have the opportunity to review and comment on such documentation. In addition, Qwest has provided no information on the training, technical assistance and help desk support functions it provides to CLECs in order to give them nondiscriminatory access to Qwest's OSS.<sup>26</sup>

In short, it is very apparent from the uncertainty demonstrated by the questions above that Qwest has failed to supply sufficient evidence on its CICMP process to support its claims of § 271 compliance. For that reason alone, Qwest cannot expect this Commission to give it a positive recommendation for the FCC's consideration.

**SGAT 12.2.7 CLEC Responsibilities for Implementation of OSS Interfaces**

This SGAT provision describes, in very little detail, the CLEC's responsibility for implementing the OSS interface. AT&T commented above, in the first part of its Section 12.2, about Qwest's requirement that a CLEC submit a "complete and accurate" LSR. In Subsection 12.2.7.1, Qwest again requires that CLEC "completely and accurately" answer the CLEC Questionnaire. Similarly, in Subsection 12.2.7.2, Qwest requires that CLEC provide a "complete and accurate" New Customer Questionnaire.

AT&T has the same concern with the use of these terms in this portion of the SGAT. Section 12.2.7 indicates that Qwest will not allow CLEC implementation until

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<sup>26</sup> *Id.* at ¶ 144.

these “complete and accurate” forms are provided by the CLEC. Qwest needs to identify what it means for these forms to be complete and what items must be accurate for the CLEC to proceed with implementation. This cannot be left to a subjective determination by Qwest.

In addition to the vague nature of the terms, material steps in the process for implementing the OSS interfaces should not be left outside the scope of this record and unexamined. Qwest should submit these questionnaires as a part of this record, and AT&T reserves the right to obtain, examine and discuss the questionnaires. For additional comments, please see AT&T’s comments regarding Section 3.1 of the SGAT concerning the “CLEC Questionnaire” referenced there.

Finally, with respect to Subsections 12.2.7.1 and .2, AT&T requests two minor additions. That is, for purposes of clarification the provision should read as follows:

12.2.7.1 Before any CLEC implementation can begin, CLEC must completely and accurately answer the CLEC New Customer Questionnaire.

12.2.7.2 Once Qwest receives a complete and accurate New Customer Questionnaire, Qwest and CLEC will mutually agree upon the time frames for implementation of the OSS interfaces.

**SGAT 12.2.8 Qwest responsibilities for On-going Support for OSS Interfaces**

AT&T would like a more robust description of the process applicable to new EDI releases and the manner in which contingencies will be handled. Qwest should affirmatively state that it will use all reasonable efforts and provide sufficient support and personnel to ensure that issues that arise in migrating to the new release are handled in a timely and efficient manner.

AT&T also requests a statement of Qwest’s policy when a CLEC is precluded from certifying to a version of an interface that is not the most current.

## SGAT Section 12.2.9 CLEC Responsibilities for On-going Support for OSS Interfaces

### Subsections 12.2.9.2 through 12.2.9.3.5

CLECs should have the ability to train their own personnel, after Qwest trains the CLECs' trainers. This permits the CLEC to manage employee schedules more efficiently and save time and travel expenses. AT&T requests the following language be added to Subsection 12.2.9.2:

Qwest shall provide classes in the train-the-trainer format to enable CLEC to devise its own course work for its own employees. There shall be no charge to CLEC for these classes.

Testing with test accounts in a test bed is often the best way to ensure robust, efficient and expeditious testing. Further, testing should be of pre-ordering, as well as ordering. AT&T requests the following revisions to Subsection 12.2.9.3 to add test beds, pre-ordering testing and make further clarifications as appropriate (changes are marked):

12.2.9.3 Qwest will provide CLEC with access to a stable testing environment and a test bed of test accounts that can be used in the testing environment to certify that its OSS will be capable of interacting smoothly and efficiently with Qwest's OSS. Qwest has established the following test processes to assure the implementation of a solid interface between Qwest and CLEC:

12.2.9.3.1 Connectivity Testing – CLEC and Qwest will conduct connectivity testing-calls. This test will establish the ability of the trading partners to send and receive EDI data-messages effectively. This test verifies the communications between the trading partners. Connectivity is established during each phase of the implementation cycle. This test is also conducted prior to Certification Testing and before going live in the production environment if CLEC has implemented environment changes when moving into production.

Connectivity testing will also be conducted prior to the implementation of changes that Qwest makes to the means by which CLEC interconnects with Qwest for application-to-application interfaces.

12.2.9.3.2 Stand-Alone Testing Environment – Qwest is developing will provide a stand-alone testing environment to take pre-order and order requests, pass them to the stand-alone database, process them within the Qwest OSS and legacy systems and return

responses to CLEC during its development and implementation of EDI. The Stand-Alone Testing Environment provides CLEC the opportunity to validate its technical development efforts. This testing verifies CLEC's ability to send correctly formatted EDI transactions through the EDI/IMA system edits successfully for both new and existing releases. Stand Alone Testing uses test account data. Qwest will provide a test bed of test accounts and test engineering data that can be used to submit stand-alone test transactions. Qwest will make additions to the test beds to introduce new OSS capabilities, new products and services, new interface features, and functionalities, that are to be used by CLECs to ensure that their systems work with Qwest's systems. All stand-alone test pre-order queries and orders are subjected to the same edits as production orders pre-order and order transactions. This testing phase is optional.

12.2.9.3.3 Interoperability Testing – CLEC has the option of participating with Qwest in interoperability testing to provide CLEC with the opportunity to validate technical development efforts and to quantify processing results. Interoperability testing verifies CLEC's ability to send correct EDI transactions through the EDI/IMA system edits successfully. Interoperability testing requires the use of valid Qwest data. Qwest will provide a test bed of test accounts and test engineering data that can be used to submit interoperability test transactions. All interoperability pre-order queries and orders are subjected to the same edits as production orders pre-order and order transactions. This testing phase is optional when CLEC has conducted Stand-Alone Testing successfully.

12.2.9.3.4 Controlled Production – Qwest and CLEC will perform controlled production. The controlled production process is designed to validate the ability of CLEC to transmit EDI data that completely meets ANSI X12 standards definitions and complies with all Qwest business rules. Controlled production consists of the controlled submission of actual CLEC production requests to the Qwest production environment. Qwest treats these pre-order queries and orders as production orders pre-order and order transactions. Qwest and CLEC use controlled production results to determine operational readiness. Controlled production requires the use of valid account and order data. All certification orders are considered to be live orders and will be provisioned.

12.2.9.3.5 If CLEC is using EDI, Qwest shall provide CLEC with a pre-allotted amount of time to complete certification of its business scenarios. Qwest will allow CLEC a sufficient amount of time during the day and a sufficient number of days during the week to complete certification of its business scenarios consistent with the CLEC's business plan. It is the sole responsibility of CLEC to schedule an appointment with Qwest for certification of its business scenarios. CLEC must comply with the agreed upon dates and times scheduled for the certification of its business scenarios. If the certification of business scenarios is delayed due to CLEC, it is the sole responsibility of CLEC to schedule new appointments for certification of its business scenarios. Conflicts in the schedule could result in certification being delayed. If a delay is due to

Qwest, Qwest will honor CLEC's schedule through the use of alternative hours.

Qwest should also provide an explanation of how the provisioning and maintenance and repair functions are tested, as well as a definition of "valid Qwest data" as used in 12.2.9.3.3.

Subsections 12.2.9.4 & 12.2.9.5

In Section 12.2.9.4, Qwest should explain why it requires the parties to agree on the business scenarios for which a CLEC requires certification. A CLEC should be able to obtain certification for any business scenario it deems necessary. Further, AT&T would like the ability to certify multiple services serially or in parallel, at its option. AT&T suggests the following sentence be added to both Sections 12.2.9.4 and 12.2.9.5:

If a CLEC is certifying multiple services, the CLEC has the option of certifying those services serially or in parallel.

Furthermore, in Section 12.2.9.5, Qwest should provide the manner in which Qwest determines whether re-certification is required, along with a statement that Qwest will not unreasonably or unnecessarily require re-certification by a CLEC. In addition, Qwest should identify the requirements of the certification process in the SGAT. CLEC's should be able to rely on the contract provisions relating to this requirement rather than what could be a changing standard controlled by Qwest.

Qwest should provide a description of what happens if a CLEC is unable to re-certify and migrate to the new EDI release within the stated timeframe, for whatever reason. Given the likelihood of either Qwest or the CLECs missing some dates sometimes, such information is a necessity in the real world.

#### Subsection 12.2.9.9

Subsection 12.2.9.9 describes what the CLEC must do in the event of “electronic interface trouble.” This Subsection instructs the CLEC to resolve the trouble using the “guidelines” for isolating and resolving trouble. As part of its showing required under the law cited above, Qwest should produce these guidelines in this record. Too many times in this process CLECs have discovered that what the SGAT says and what Qwest’s underlying policies say are two different things. The Commission must examine these documents for their content and consistency with the SGAT. This support is necessary for Qwest to demonstrate that it has met the first prong of the FCC’s two-part test (e.g., that it has “deployed the necessary systems and personnel to provide sufficient access to each of the necessary OSS functions and that it adequately assists competing carriers to understand how to implement and use all of the OSS functions available to them.”)<sup>27</sup>

#### SGAT Section 12.2.10 CLEC Support

Qwest has deleted entirely its description of the help desk. Qwest must provide capable staff trained to answer questions and resolve problems in connection with the OSS interfaces. Here again, this support is necessary for Qwest to demonstrate that it has met the first prong of the FCC’s two-part test, that it has “deployed the necessary systems and personnel to provide sufficient access to each of the necessary OSS functions and that it adequately assists competing carriers to understand how to implement and use all of the OSS functions available to them.”<sup>28</sup> Qwest must include a concrete and binding obligation in the SGAT to provide meaningful, helpful and timely support for OSS functions.

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<sup>27</sup> *SWTB Texas 271 Order* at ¶ 96.

<sup>28</sup> *Id.*

### **SGAT Section 12.2.11 Compensation/Cost Recovery**

Charges for OSS access and start-up are inappropriate. If Qwest wishes to pursue these types of charges, it should bring them to the appropriate cost case before the Commission.

### **SGAT Section 12.3 Maintenance and Repair**

AT&T has some broad concerns with this Subsection. Several of the terms contained here have also been addressed in other Sections of the SGAT and therefore in other workshops. Qwest should reconcile the differing language to accommodate what has been agreed to elsewhere and to the Commission's orders. If Qwest fails to accomplish such reconciliation, to the extent that the language elsewhere differs from this Subsection, the language specific to a service should prevail. This should be expressly stated in the text of the SGAT. Furthermore, any position AT&T raised in another workshop is not waived if AT&T fails to raise it here.

#### **Subsection 12.3.1 Service Levels**

If Qwest misses a scheduled repair appointment for a CLEC's customer, Qwest should notify the CLEC promptly so that the CLEC's service representatives are informed if the customer calls the CLEC. AT&T suggests adding language to Subsection 12.3.1.3 to address this situation. AT&T also proposes additional language in Subsection 12.3.1.3 to ensure parity of treatment. AT&T's proposed additions are as marked below:

12.3.1.1 Qwest will provide repair and maintenance for all services covered by this Agreement in a manner in substantially the same time and manner as that which Qwest provides for itself its customers, its affiliates and to any other party. Qwest will also provide information and testing capabilities necessary to diagnose and isolate a trouble and to check on the status of a trouble report in a manner that is substantially the same time and manner as that which Qwest provides for itself,

12.3.1.2 During the term of this Agreement, Qwest will provide necessary maintenance business process support to allow CLEC to provide similar service quality at least equal to the service quality to that provided by Qwest to its end users, its affiliates and to any other party.

12.3.1.3 Qwest will perform repair service that is substantially the same in timeliness and quality to that which it provides to its own end users, its affiliates and to any other party. Trouble calls from CLEC shall receive response time priority that is at least equal in quality to that of Qwest retail customers and shall be handled on a "first come first served" basis regardless of whether the end user is a CLEC end user or a Qwest end user. In the event Qwest misses a scheduled repair appointment on behalf of CLEC, Qwest will notify CLEC within one (1) hour of the missed appointment, either by use of the EBI interface or by telephone.

#### Subsection 12.3.3 et seq. Service Interruptions

This Subsection prohibits a party from operating in a way that interferes with the other party's circuits, facilities or equipment, and outlines the process that applies if interference occurs. As a part of its evidence related to the first prong of the FCC's test, Qwest should explain how this Subsection, particularly Subsection 12.3.3.1, operates in relation to Subsection 5.1.3 of the SGAT. Subsection 5.1.3 is a general term that essentially prohibits the parties from interfering with each other's services. AT&T's incorporates its comments regarding 5.1.3 to its comment on this Subsection.

Qwest should also clarify the meaning of the last portion of Subsection 12.3.3.2, which appears to impede the Impaired Party (i.e., the party whose service is not working because of the other party) from using its affected circuit, facility or equipment. Neither CLECs nor Qwest should be arbitrarily disabling each other's circuits, facilities or equipment; the circumstances under which such conduct might occur are important for the Commission to understand.

#### Subsection 12.3.4 Trouble Isolation

This Subsection outlines the manner in which the parties will perform trouble

isolation and the applicable charges. Consistent with AT&T's position on trouble isolation as discussed in the Unbundled Loops Workshop, AT&T maintains that the trouble isolation charges are not appropriate for Qwest to charge in those circumstances where the trouble is in Qwest's network, and that the CLEC should be entitled to charge Qwest for trouble isolation in some circumstances. If the parties agree to final language in the Unbundled Loops Workshop, this Subsection should be modified to reflect that agreement.

Subsection 12.3.6 Testing/Test Requests/Coordinated Testing/UNEs

This Subsection describes the testing and associated activities that Qwest will provide to CLECs. It should be revised to ensure that CLECs are provided nondiscriminatory treatment. Qwest should test a CLEC end-user's line or circuit under the same terms and conditions that it would do so for its own end users where technically feasible to do so. A CLEC must have line-testing capabilities in order to isolate and diagnose a trouble prior to the creation of a trouble report. CLECs must have access to test results in the same manner that Qwest provides them to its own personnel. Lack of these capabilities demonstrates lack of parity and discriminatory treatment; it also runs afoul of Qwest's legal obligation to, among other things, provide access to OSS functions that support the CLECs' modes of entry.<sup>29</sup>

Therefore, Subsections 12.3.6.1, 12.3.6.2 and 12.3.6.3 should be revised as follows:

**12.3.6.1** At a CLEC's request Qwest shall have no obligation to test test an end user's line or circuit but may in appropriate circumstances under the same terms and conditions under which it would test a line or circuit for its own end user customers. Upon CLEC request, Qwest shall

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<sup>29</sup> *SWBT Texas 271 Order* at ¶ 94.

provide the terms and conditions under which Qwest will test an end user's line or circuit.

12.3.6.2 To provide the capability for a CLEC to isolate and properly diagnose a trouble, and to permit a CLEC to create a trouble report, Qwest will, upon CLEC request ~~Prior to any test being conducted on a line testing Qwest must receive a trouble report from CLEC.~~

12.3.6.3 ~~Qwest end users are not given test results. In order to isolate and properly diagnose a trouble~~ On manually-reported troubles, Qwest will, upon CLEC request not provide to CLEC the test results for its trouble reports. For electronically-reported trouble, CLEC may will be provided the same various basic test results and in the same time and manner as is available to Qwest personnel.

#### Subsection 12.3.8 Misdirected Repair Calls

This Subsection ensures that each parties' end users are directed to the correct company if they call the wrong one. Qwest has deleted language from Subsection 12.3.8.1.5 that prohibits the company receiving the misdirected call from using the call as an opportunity to market to the calling customer. This language should be reinserted. Failure to do so provides Qwest, as the incumbent service provider, with an anticompetitive advantage as more calls are likely to be misdirected to Qwest than to a CLEC. Moreover, this is already a requirement in AT&T's (and other CLEC's) interconnection agreements with Qwest. To ensure that the parties do not wrongfully interfere with each other's business relationships, AT&T proposes adding the following language to the SGAT, which is taken from Attachment 8 of the AT&T interconnection agreement with Qwest in Colorado:

1.1.1.2 USWC shall ensure that any USWC personnel who may receive customer inquiries, or otherwise have opportunity for subscriber contact: (a) provide appropriate referrals and telephone numbers to subscribers who inquire about AT&T services or products; (b) do not in any way disparage or discriminate against AT&T, or its products or services; and (c) do not provide information about USWC products or services during that same inquiry or subscriber

contact.<sup>30</sup>

Of course the company reference should be modified to “Qwest’s.” Nevertheless, Qwest and/or U S WEST have been obligated to meet this requirement during the term of its interconnection agreements with AT&T and others for years. Presumably Qwest has been complying with this requirement; therefore, all Qwest should have to do is continue such compliance. There is no reason to remove this requirement now when Qwest seeks entry into the long-distance market. Thus, Subsection 12.3.8.1.5 should be replaced with the language cited above from AT&T’s agreements.

#### Subsection 12.3.9 Major Outages/Restoral/Notification

This Subsection describes when Qwest will notify the CLECs in the event of “major” network outages, and it further states that Qwest will use the same “thresholds and processes for external notification as it does for internal purposes”<sup>31</sup> for notification of “minor exceptions.” Timely, clear and correct notification is extremely important to the CLECs. Qwest’s SGAT is entirely too vague. Qwest should describe what constitutes “major” network outages and what the “minor exceptions” are that would cause Qwest to use thresholds and processes for notification to CLECs. Furthermore, Qwest should make known to the CLECs and this Commission precisely what its “threshold and processes are for notification both internally and externally. Remembering that it is Qwest’s burden of proof, one simply cannot judge the parity or even understand the process looking only at this vague SGAT language.

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<sup>30</sup> This provision is in eight of AT&T’s interconnection agreements with Qwest (e.g., agreements in the states of: AZ, CO, ID, MT, ND, SD, UT, and WA). Furthermore, this issue has been briefed in the Interconnection, Collocation and Resale Workshops in relation to misdirected resale customer calls. AT&T incorporates by reference its arguments regarding the need for and legality of such constraints on abusing misdirected calls.

<sup>31</sup> SGAT at Subsection 12.3.9.1.

Qwest should also be required to provide CLECs with detailed emergency restoration and disaster recovery plans. AT&T suggests the following be added as

Subsection 12.3.9.3:

12.3.9.4 Qwest shall provide CLEC with a detailed description of any and all emergency restoration plans and disaster recovery plans, however denominated, which are in place during the term of this Agreement. Such plans shall include, at a minimum, the following: (i) procedures for prompt notification via EBI to CLEC of the existence, location, and source of any emergency network outage potentially affecting an CLEC End User; (ii) establishment of a single point of contact responsible for initiating and coordinating the restoration of all Services; (iii) methods and procedures to provide CLEC with real-time access to information relating to the status of restoration efforts and problem resolution during the restoration process; (iv) methods and procedures for reprovisioning of all Services after initial restoration; (v) equal priority, as between CLEC End Users and Qwest End Users, for restoration efforts, consistent with FCC Service Restoration guidelines, including, without limitation, deployment of repair personnel, and access to spare parts and components; and (vi) a mutually agreeable process for escalation of maintenance problems, including a complete, up-to-date list of responsible contacts, each available twenty-four (24) hours per day, seven (7) days per week. Said plans shall be modified and up-dated as needed.

Subsection 12.3.10 Protective Maintenance

Turning to Subsection 12.3.10, Qwest asserts that it will perform schedule maintenance for the CLECs at “substantially the same quality” that it performs such maintenance for itself. Parity requires substantially the same type and quality of maintenance. Furthermore, Qwest must ensure that CLECs are given sufficient advanced notice of any scheduled maintenance activity that may impact CLEC and/or CLEC end users. AT&T suggests the following language be added at the end of Subsection

12.3.10.2:

Qwest shall provide CLEC at least 10 business days advance notice of any scheduled maintenance activity that may impact CLEC and/or CLEC end users. Scheduled maintenance shall include, without limitation, such activities as switch software retrofits, power tests, major equipment replacements and cable rolls.

This Subsection should also address non-scheduled maintenance, testing, monitoring and surveillance activity that Qwest performs and that may impact the CLEC and/or CLEC's end users. AT&T proposes the following as a new Section 12.3.10.3:

12.3.10.3 Qwest shall advise CLEC of non-scheduled maintenance, testing, monitoring, and surveillance activity to be performed by Qwest on any Services, including, without limitation, any hardware, equipment, software, or system providing service functionality which may potentially impact CLEC and/or CLEC end users. Qwest shall provide the maximum advance notice of such non-scheduled maintenance and testing activity possible, under the circumstances; provided, however, that Qwest shall provide emergency maintenance as promptly as possible to maintain or restore service and shall advise CLEC promptly of any such actions it takes.

#### Subsection 12.3.12 Escalations

Escalations generally describe the process for moving trouble problems up the chain of command for resolution. This Subsection states that it will provide to the CLECs "trouble escalation procedures." As noted above, Qwest has the burden of proof and vague SGAT statements identifying processes or procedures that are not made a part of this record do not support a showing of Qwest's alleged compliance with its OSS obligations under the Act. Therefore, Qwest should provide its trouble escalation procedures to the Commission and CLECs for discussion at the workshop.

#### Subsection 12.3.13 Dispatch

Dispatch in this context describes when Qwest will send-out its personnel to address maintenance or trouble reports. Generally, Subsection 12.3.13.2 allows Qwest to determine when and if a dispatch will issue. If there is a dispute between the CLEC and Qwest regarding whether a dispatch should issue, Qwest will apparently charge the CLEC in all instances that a dispatch is issued. This is inappropriate for Qwest to charge the CLEC in this manner.

Qwest should only be permitted to charge for a dispatch requested by a CLEC that Qwest believed was unnecessary if Qwest demonstrates that the dispatch was—indeed—unnecessary. Therefore, the SGAT Subsection 12.3.13.2 should be altered by adding the following qualifier at the end of the paragraph:

... Exhibit A (~~make sure exact name for charge is listed~~) if Qwest can demonstrate that the dispatch was in fact unnecessary to the clearance of the trouble.

#### Subsection 12.3.12.3

In Subsection 12.3.13.3, Qwest provides that it will notify CLEC of changes to Qwest's operational processes. Here again, vague references do not meet Qwest's burden of proof. How, for example, will that notification occur? CLECs will need sufficient time to ensure that their affected processes are modified to accommodate Qwest's changes. In addition, if Qwest seeks to change a process, it should be done through the CICMP and CLECs should have input into the change. No information on just how this process is supposed to work exists in this record upon which the Commission can reasonably investigate Qwest's purported § 271 compliance.

#### Subsection 12.3.13.4

Subsection 12.3.13.4 demands that CLEC perform appropriate trouble isolation and screening. This requirement is duplicative of Subsection 12.3.17 and should be deleted. See AT&T's comments regarding 12.3.17 below.

#### Subsection 12.3.15 Intervals/Parity

This Subsection summarily provides that similar trouble reports will receive similar intervals. Parity, in this instance, really requires that CLECs be given the same commitment intervals as Qwest provides itself, its customers or its affiliates, rather than "similar." Mere approximations of what Qwest provides for itself or its customers is not

sufficient and, in fact, it is discriminatory. Qwest's actual performance in this context should be judged carefully in the performance portion of these workshops.

#### Subsection 12.3.16 Jeopardy Management

Jeopardy management generally refers to the process for dealing with missed or about-to-be missed repair and other commitments. This Subsection, however, is vague and unclear. For example, are CLECs given the same notice that a repair commitment will not be met as Qwest provides to itself or its end users? How and when will notice be given? What evidence has Qwest provided regarding what the CLEC jeopardy management process is and how it compares to Qwest's process. Not only should Qwest put more detail into its SGAT language, but it should augment the record with answers to the questions posed here. To do less, is to fail to prove its case.

#### Subsection 12.3.17 Trouble Screening

In Subsection 12.3.17.1, Qwest requires CLECs perform trouble isolation and ensure that the trouble involves Qwest facilities prior to submitting a trouble report to Qwest. An absolute guarantee is unrealistic and certainly not a standard to which Qwest holds itself. Therefore, AT&T proposes the following modification to this Subsection:

12.3.17.1 CLEC shall screen and test its end user trouble reports completely enough to insure, to the extent possible, that it sends to Qwest only trouble reports that involve Qwest facilities.

In some circumstances it may not be possible to determine for certain that a trouble involves Qwest facilities. Further, in order to fulfill this screening obligation, CLECs must have the same ability to test services or facilities when that capability generally rests solely with Qwest. Thus, AT&T proposes the following additional language to the end of Subsection 12.3.17.1:

For services and facilities where the capability to test all or portions of the Qwest service or facility rest with Qwest, Qwest will make such capability available to CLEC to permit CLEC to perform appropriate trouble isolation and screening.

In Subsection 12.3.17.2, AT&T requests that the word “will” be replaced with the word “may.” CLECs are not obligated to use techniques similar to Qwest’s in the CLEC’s centers, and the same techniques may not be appropriate for CLEC facilities or equipment.

#### Subsection 12.3.18 Maintenance Standards

Subsection 12.3.18 addresses cooperation between the parties to meet maintenance standards outlined in the agreement and it further describes the process for addressing “manually-reported” troubles. For manually-reported troubles, Qwest should notify CLECs of repair completion within a time certain. For electronically reported trouble, the electronic system should update status information as the status changes.

AT&T proposes to revise Subsection 12.3.18.2 by adding “but in no instance will such notification occur longer than 1 hour after completion” at the end of the first sentence, and “as the status changes” at the end of the second sentence. Considering that Qwest’s personnel can monitor status far more easily than CLEC personnel, these additions move Qwest’s conduct related to the CLECs closer to that which it enjoys for itself.

#### Subsection 12.3.19 End User Interfaces

These provisions generally dictate that CLECs should deal with their end users and Qwest personnel, performing repair services for CLEC, will be trained to behave in a nondiscriminatory manner. Lack of any real evidence here is again a problem. Qwest should provide the Commission and CLECs, for discussion at the workshop, with the

training materials used to train its employees who perform repair service for CLEC end users in non-discriminatory behavior. This training is expressly referenced in Section 12.3.19.2 of the SGAT, and at a minimum requires some description and proof that such training actually exists.

AT&T also requests clarification that the CLEC is the customer of record and the sole point of contact for its end user customers. AT&T proposes the following language as new Section 12.3.19.3:

Section 12.3.19.3 Qwest will recognize CLEC as the customer of record of all Services ordered by CLEC and will send all notices, invoices and pertinent information directly to CLEC. Except as otherwise specifically provided in this Agreement, CLEC shall be the single and sole point of contact for all CLEC customers.

#### Subsection 12.3.23 Maintenance Windows

The last Subsection in Section 12 deals with “maintenance windows” for “major” switch maintenance. These are characterized by the SGAT as times when Qwest performs such maintenance. Again, the SGAT is vague and Qwest should improve its record on what constitutes “major” switch maintenance. In addition, the SGAT should describe what happens when such maintenance is performed outside the stated window. Therefore AT&T suggests amending Subsection 12.3.23.3 to incorporate such a description.

Further, Qwest parity and CLEC access to sufficient OSS information require that Qwest provide CLECs with sufficient notice of generic (or something less than “major”) upgrades to Qwest switches are performed. Such upgrades could impact the CLECs or their end-users and they should be kept informed.

In addition, Qwest should provide detail regarding any restrictions on or additional requirements regarding CLECs placing orders during “quite periods”

preceding hardware or software upgrades in Qwest's switches. For example, Qwest recently informed AT&T that eleven of its switches in the Denver area were to be upgraded. As a consequence of this upgrade, Qwest declared that there was an embargo on interconnection trunk orders and that Qwest would not accept or process any trunk orders for a period of 53 days. In other States, Qwest has extended this embargo for as long as 90 days. These embargo intervals are excessive and utterly preclude certain competition for a period of time as well as create a significant barrier to AT&T's (and other CLECs') ability customers.

#### **CONCLUSION**

This concludes my affidavit on Section 12 of Qwest's SGAT.

**VERIFICATION OF JOHN F. FINNEGAN**

I, John F. Finnegan, being duly sworn, hereby state that I am a Senior Policy Witness for AT&T Communications of the Mountain States, Inc. By this affidavit, I hereby verify the factual assertions as true and correct statements to the best of my knowledge and expertise.

**FURTHER AFFIANT SAYETH NOT.**

Dated this \_\_\_\_\_ day of May 2001.

\_\_\_\_\_  
John F. Finnegan

**STATE OF COLORADO** )

) ss

**CITY AND COUNTY OF DENVER** )

**SUBSCRIBED AND SWORN TO** before me this \_\_\_\_ day of May, 2001 by John F. Finnegan, who certifies that the foregoing is true and correct to best of his knowledge and belief.

Witness my hand and official seal.

\_\_\_\_\_  
Notary Public

My commission expires:

\_\_\_\_\_

**Test Vendor ID:** IWO 1075-1  
**Qwest Internal Tracking ID:** TI 220  
**Observation/IWO Title:** Current CICMP Process  
**Test Type/Domain:** Rel. Management / Robin Ferris  
**Date Qwest Received:** 2/19/2001  
**Initial Response Date:** 2/26/2001  
**Supplemental Response Date:** 4/17/2001

---

**Test Incident Summary:**

The current CICMP process is not a true collaborative effort for making changes to the CLEC-specific pre-order, order, and repair interfaces.

The process, as it exists today, only addresses roughly a third of the changes that are made to these interfaces. Since these are interfaces that were created and exist solely for the purpose of exchanging information with Co-Providers, all changes to them should be discussed and voted on by the systems' primary users – the CLECs – in a collaborative effort with Qwest.

Specifics are provided below.

The primary functions of the CICMP, as stated in its charter, are:

To track and communicate CLEC-requested changes to the various Qwest interfaces.  
To notify CLECs of CLEC-impacting changes.

Historically, however, CLEC requests have only accounted for a small percentage of the functionality added to any given release. For instance, IMA-GUI release 6.0 contains 24 changes or enhancements over release 5.2; and only 4 of them originated with a CLEC request.

Further, the Qwest-originated requests, which account for the majority of enhancements to these systems, are totally outside the scope of the CICMP process. They are not open for debate, prioritization, voting, etc., by the CLEC community. Not only are they not open for debate, the CICMP manager is not even involved in the process by which these internal requests are approved (as of November 2000).

In any software requirements management system, it is understood that the end-users are not the sole originators of CRs. It is a given, in fact, that Qwest will have the need to make architectural, code, or database modifications to its systems from time to time due to various internal requirements. It is also understandable that regulatory requirements will mandate changes to various CLEC systems. The fact remains that many of the enhancements that are generated internally by Qwest are related neither to architecture or regulatory concerns. Regardless of the source of the enhancement, however, the process by which these requests are made, voted on, prioritized, and implemented is not made available to the CLEC community in any way, nor do the CLECs have any input into it whatsoever. As a result, there is justifiable concern that the internal CRs are not subject to the same scrutiny and time-delay inherent in the CICMP process.

Best practices in software engineering dictate that software change management processes treat all CRs in a cohesive, uniform manner. Further, all stakeholders in the systems in question, including the end-users, must have representation at the change control meetings during which all changes are voted on. The fact that Qwest has two separate change management processes, one internal and one external, for the same systems is a deficiency.

The implementation of IMA Release 6.0 was an illustrative case. The following is a list of all enhancements implemented during the 6.0 release. Enhancements that originated as a CICMP CR are identified as such. The remaining CRs were internally developed by Qwest.

Flowthrough improvements (Blocking FID)  
SAG only information and Address Validation  
Access to loop information (CICMP CR 4261631)  
UNE-P (POTS)  
UNE-C PL (DS1, DS3)  
UNE-P (Centrex) (Conversion only)  
UNE-P (ISDN)  
Resale Centrex – Centrex 21  
Retrieve large CSRs  
Pre-Order transaction: parsed CSR info (CICMP CR 4342063)  
Additional lines on UBL conversion (CICMP CR 4185852)  
Electronic Work Completion and Jeopardy Notification, and Manual Jeopardy Notification  
Electronic FOC via IMA GUI  
Electronic Reject Notification via IMA GUI  
Electronic Billing Completion Notification via EDI/GUI  
Electronic LSR Completion Notification via Interface  
Auto-push statuses to Co-Providers  
Access to multi-point Private Line Resale  
Access to Designed Services PBX trunks  
Access to ISDN PRI  
Access to Sub-Loop  
Resale Centrex – flowthrough for Western region  
CSRs for Centrex in electronic format (CICMP CR 5235881)  
Create notification process for LSMS system outages (CICMP CR 5043023)  
Retrieval of CSR by BTN or WTN (CICMP CR 4441096)  
Extend IMA hours of operation (CICMP CR 4267810). Completed prior to 6.0 but recognized as being implemented in 6.0.

Note that two of the CRs, 5043023 and 4267810, were process and not system related. Also, “Extending IMA hours of operation” was an enhancement that Qwest already planned and just happened to coincide with a CR.

### ***Qwest Response Summary:***

At this time Qwest has requested the Description of Incident to be clarified so that we can better understand what the specific incident(s) is we need to address in our response. The due date for the official Qwest Response will be determined based on the date we receive the clarification.

### ***Qwest Supplemental Response 4/17/2001:***

Qwest disagrees with CGEY's belief as to the degree to which the CICMP process is not collaborative. It is Qwest's position that it is appropriate for CLECs to vote on CLEC initiated changes but is not appropriate for CLECs to vote on all changes.

The CICMP process provides for the CLECs to vote on the CLEC recommended changes that will be scheduled in the releases. Qwest also acknowledges that while CLEC requests are always part of a given release, the number of CLEC initiated changes can vary based on the following factors:

- Scope/size of the release based on the time frame and the size of changes
  - System changes associated with changes to national guidelines, e.g., OBF
  - System changes/additions required for state/federal regulatory compliance
  - System changes to increase system efficiency and/or correct problems identified by Qwest or the CLECs outside of the CICMP process
  - System changes to improve capacity, mechanization capabilities, etc.
- Many of these changes benefit both Qwest and the CLEC community by improving system capacity, capabilities, processing time frames, and Qwest's ability to provide CLECs with "a meaningful opportunity to compete".

An example of a recent release schedule is the 6.0 release documentation that was comprised of 37 total changes. The following is a breakdown of the changes in this release:

▪ Technical – Maintenance Management of System	4
▪ Center – Support CLECs	5
▪ CICMP	6
▪ Regulatory	14
▪ New Products	8

Please note: The numbers for the 6.0 release as documented in this reply are taken directly from the 6.0 Implementation Documentation.

While the Qwest specific changes are not open for "prioritization or voting" by the CLEC community, Qwest does receive input from CLECs on changes that impact the CLECs. CLEC input is provided during CLEC initiated conference calls and the monthly CICMP meetings. CLEC input can be logged as "action items" on the Action Items log. The Action Items log is distributed to all CICMP members and posted publicly on the Qwest CICMP web site. <http://www.qwest.com/wholesale/cicmp/teameetings.html>

As a final note, Qwest does not agree that the systems covered by the CICMP process were "designed and exist solely for the use of Qwest wholesale customers" and these "wholesale customers are the only users of these systems". The suite of OSS systems were designed for the use and benefit of CLECs, however, these systems are also used by Qwest personnel *for the benefit of the CLECs* in processing CLEC requests for wholesale products and services.

Additionally, the CLEC system interfaces have many "back-office" systems and functions. Although these back-office systems/functions may not be "visible" to the CLECs, they are required for the benefit of processing CLEC requests and transactions. When these systems require changes that affect CLEC interfaces, these changes are communicated to the CLECs through the CICMP process.

As in any software requirements management system, Qwest will have the need to make architectural, code, or database modifications to its back-office systems from time to time due to internal requirements.

**Attachment(s):** None

## Qwest Release Notification Form

Log # 5467145 Status: **New – To be Industry Reviewed**

Submitted By: Cindy Buckmaster – UBL Group Lead

Date Submitted: 3/22/01Contact Information: e-mail: cbuckma@qwest.com, phone: 402-575-2204

Name, title, email, phone #

**Title of Notification:**

QWEST POSITION STATEMENT ON BUILD REQUIREMENTS FOR UNBUNDLED LOOPS

Area of Release Notification: Please check mark  as appropriate and fill out the appropriate section below System       Product       Process**Communicated To:**Date Communicated: 3/27/01Please check mark  as appropriate

- Co-Provider Industry       IMA EDI current users or with an agreed upon project work plan       IMA CD Disclosure Document Recipients  
 Team  
 Public       IMA GUI current and potential new users

**Type of Notification:** Please check mark  as appropriate

- |   |  |
|---|--|
| <input type="checkbox"/> Target Release Date                              | <input type="checkbox"/> Disclosure Document Addendum    |
| <input type="checkbox"/> Target Release Life Cycle                        | <input type="checkbox"/> Training Schedule               |
| <input type="checkbox"/> Co-Provider Change Request Options for a Release | <input type="checkbox"/> Release Notes Description       |
| <input type="checkbox"/> Release Baseline Candidates with Descriptions    | <input type="checkbox"/> Release Notes                   |
| <input type="checkbox"/> Draft Developer Worksheets                       | <input type="checkbox"/> Point Release Notes Description |
| <input checked="" type="checkbox"/> Disclosure Document                   | <input type="checkbox"/> Point Release Notes             |
| <input type="checkbox"/> Recertification Notices                          | <input type="checkbox"/> System Available Times          |
| <input type="checkbox"/> New Product                                      | <input type="checkbox"/> Product Retirement              |
| <input type="checkbox"/> Product Enhancement                              |  |
| <input type="checkbox"/> Other  |  |

Please describe

**Description of Notification:** (e.g., mode/method of message and timing of delivery)**Effective:**

May 1, 2001

**Introduction:**

In an effort to provide more clarity around Qwest's position concerning construction of facilities for Wholesale, Qwest is pleased to offer the construction of facilities to meet your DS0 Voice Grade Unbundled Loop requests, pending certain conditions. This document is intended to provide the necessary information to make it easier to do business with us.

**Network Build Position for the Unbundled Loop (UBL) Product:**

When the CLEC submits a request for an UBL the request will follow the normal assignments process for assignable facilities that fit the criteria necessary for the service requested.

At times, it is necessary to perform additional work, on existing copper facilities, to make facilities available to fill the request. If cable capacity is available, Qwest will complete incremental facility work in order to effect complete facilities to the customer premises. This work includes but is not limited: placement of a drop, addition of a Network Interface Device, addition of Cards to an existing Subscriber Loop Carrier Systems at the Central Office and Remote Terminal, addition of Central Office Tie Pairs, and addition of Field Cross Jumpers. This process will not include the splicing of dark fiber. This work may require additional time to make the facility ready to complete an order.

**Available Facilities:**

**All Services:** If available facilities (facilities that fit the parameters required by the service requested on the order) are identified, the order will be provisioned. The order will be completed on the requested Due Date but no sooner than the standard interval for the service requested.

If available facilities are not readily identified through the normal assignment process, but facilities can be made ready by the requested due date, (i.e. LST cuts). The order will be completed on the requested Due Date but no sooner than the standard interval for the service requested.

If the facilities require additional time to make ready, as described above, Qwest will use the process defined Delayed Order Section below.

If there are no facilities available that fit the criteria necessary for the service requested, the order will fall to the following process.

**No Available Facilities:**

**All Services:** Qwest will follow the steps identified in the Available Facilities section above to determine if there are available facilities (facilities that fit the parameters required by the service requested). As mentioned, Qwest will follow the normal assignment process to free potential facilities that may not currently be readily available (including authorized load coil and bridge tap removal) if necessary.

During the normal assignment process, if no available facilities (facilities that fit the parameters required by the service requested) are identified for the service requested, Qwest will look for existing Engineering Job Orders that could fill the request in the future. See information in the Delayed Order, Qwest Delays Section below.

If the assignment process identifies no planned Engineering Job Order, requests will fall to the following process.

**No Available Facilities/No Planned Engineering Job:**

**DS0 – Analog (Voice Grade):** When the CLEC submits a request for a DS0 – Analog (Voice Grade) only UBL, and that loop is considered Primary Service (as defined in the Qualifying Requests Section below) the normal assignment process will be followed in it's entirety. If no facilities can be found, and there is No Planned Engineering Job, an Engineering Job Order will be initiated to ensure the delivery of primary service to that end-user.

As soon as it is determined that facilities are not available, the CLEC will receive a Jeopardy Notice identifying that Facilities are not available. The CLEC may choose to cancel their order at this point with no Cancellation Charges.

**Qualifying Requests:** Qwest will construct facilities for UBL that are in alignment with its Eligible Telecommunications Carrier (ETC) obligation to provide basic local exchange service in the retail markets. This means that Qwest will construct facilities to satisfy the primary DS0 - Analog (voice grade) lines for UBL as Qwest constructs these facilities for it's own end-users.

The Primary services identified above are specific to the set number of lines per address. Address is defined as the specific Unit (Loc).

When the CLEC submits a request for a DS0 – Analog (Voice Grade) only UBL, and that loop is considered Secondary Service (as defined in the Qualifying Requests Section above) the normal assignment process will be followed in it's entirety. If no facilities can be found, and there is No Planned Engineering Job, the LSR will be rejected (the CLEC will receive a Reject Notice) and the Order will be cancelled. The CLEC now has the opportunity to request construction by filing the proper request through their Account Team.

**DS0 DSL Services/DS0 ISDN Services/DS1/DS3 requests:** When the CLEC submits a request for a DSL, ISDN, DS1 or DS3 service, the normal assignment process will be followed in its entirety. If no facilities can be found, and there is No Planned Engineering Job, the LSR will be rejected (the CLEC will receive a Reject Notice) and the Order will be cancelled. The CLEC now has the opportunity to request construction by filing the proper request through their Account Team.

### **Delayed Orders:**

**Qwest Delays:** In some cases, in order to modify facilities to make them ready for assignment, the CLEC request must be Delayed. The Delayed status of a job allows mechanical flow to the departments responsible for the additional work necessary and route the job to the correct work groups. Addition of incremental elements includes but is not limited to: placement of a drop, addition of a Network Interface Device (NID), Card existing Subscriber Loop Carrier (SLC) Systems at the Central Office and Remote Terminal, addition of Central Office Tie Pairs, Field Cross Jumpers. This position will not include the splicing of dark fiber.

Qwest will initiate a Delay when attempting to resolve a facility issue to free or modify facilities to satisfy an order. Delay time varies depending on the specific work group(s) involved.

If the facilities require additional time to make ready, the CLEC will receive a Jeopardy Notice stating that the order will be delayed until the facilities can be readied for service. Once the facilities are readied, Qwest will notify the CLEC of the new Due Date when the service will be completed. The CLEC may choose to cancel their order at this point with no Cancellation Charges. On the assigned Due Date, or on the later Requested Due Date received on a complete and accurate SUP, the service will be completed.

Qwest will initiate a Delay when attempting to Complete an Engineering Job to modify or construct the facilities requested by the CLEC.

If an Engineering Job currently exists, Qwest will include the facilities necessary in the CLEC's request in that Engineering job. When this happens, the CLEC will receive a Jeopardy Notice.

- If an Engineering Job has already been completed, within 72 hours the CLEC will be contacted with a new due date.
- If an Engineering Job is currently under development, the CLEC will be notified of the new Due Date at the completion of the Engineering work.

Qwest will initiate a delay to develop the necessary Engineering Job to construct facilities for Primary DS0 – Analog (Voice Grade) service (or as required by State Ruling). As soon as an Engineering Job is completed and a Ready For Service (RFS) Date is determined, Qwest will notify the CLEC of the new Due Date when the service will be completed. On the assigned Due Date, or on the later Requested Due Date received on a complete and accurate SUP, the service will be completed.

**Existing Requests in Qwest Delayed Status:** Within 30 business days, Qwest will begin reviewing requests currently in the Qwest delayed status. Each request will be individually reviewed to determine if there are available facilities (facilities that fit the parameters required by the service requested). This review process will include all of the steps previously identified in this document.

- If facilities are identified, Qwest will notify the CLEC of the new Due Date.
- If it is determined that there are no available facilities (facilities that fit the parameters required by the service requested) and no planned Engineering Job Orders that will satisfy this request, the LSR will be rejected (the CLEC will receive a Reject Notice) and the Service Order will be cancelled. The CLEC now has the opportunity to request construction by filing the proper request through their Account Team.

**CLEC Delays:** If a CLEC is unable to accept an UBL as originally specified on the Requested Due Date, the CLEC may request that the Order be Delayed. When a CLEC initiates a Delay for any reason, a 30 business day clock will begin. Within the 30 day period, the CLEC will receive an e-mail or fax notice stating "This is to advise you that PON \_\_\_\_\_ has not been completed due to customer reasons. We will hold this order for 30 days from (add 29 business days to the date the order was held for CLEC reasons). If billing is not accepted and begins within this 30 day period, the order shall be cancelled." The CLEC will have the time identified to accept billing on the circuit or the LSR will be rejected (the CLEC will receive a Reject Notice) and the Service Order will be cancelled. Qwest cannot accept a SUP beyond the first 30 business days for an existing order.

If tests show that the circuit meets the requirements of the service requested by the CLEC and the CLEC will not accept the circuit, the dispute must be resolved between the Qwest tester and the CLEC within the 30 business day period. To resolve the dispute, the CLEC would issue a SUP to re-schedule testing. The notification process defined in the paragraph above will apply. If a SUP is not received within the 30 business day period, the LSR will be rejected (the CLEC will receive a Reject Notice) and the Service Order will be cancelled.

The CLEC can release the request by submitting a SUP to the order with a future Due Date. Qwest will apply the new Due Date to the order and will allow the order to flow. Qwest cannot accept a SUP beyond the first 30 business days for an existing order.

If the CLEC fails to release the request prior to the 30 business day interval, on the 31<sup>st</sup> day, the LSR will be rejected (the CLEC will receive a Reject Notice) and the Service Order will be cancelled.

**Existing Requests in the CLEC Delay Status:** Within 30 business days, Qwest will begin reviewing requests currently in CLEC delay status. The notification process defined above will apply. If the request is not addressed by the CLEC the LSR will be rejected (the CLEC will receive a Reject Notice) and the Service Order will be cancelled.

**Additional Information:** (e.g., web sites)

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**System Release Notification Section**

**Interfaces Impacted:** Please check mark  as appropriate

- |                                |                                      |   |   |
|--------------------------------|--------------------------------------|---|---|
| <input type="checkbox"/> CTAS  | <input type="checkbox"/> IMA EDI     | <input type="checkbox"/> MEDIACC          | <input type="checkbox"/> TELIS                        |
| <input type="checkbox"/> EXACT | <input type="checkbox"/> IMA GUI     | <input type="checkbox"/> Product Database | <input type="checkbox"/> Wholesale Billing Interfaces |
| <input type="checkbox"/> HEET  | <input type="checkbox"/> Other _____ |   |   |

Please describe

**Product Release Notification Section**

**Products Impacted:** Please check mark  all that apply (If "Other" please describe further)

- |   |                                      |  |   |                                 |
|---|--------------------------------------|--|---|---------------------------------|
| <input type="checkbox"/> LIS/Interconnection        | <input type="checkbox"/> Collocation | <input checked="" type="checkbox"/> UNE          | <input type="checkbox"/> Ancillary          | <input type="checkbox"/> Resale |
| <input type="checkbox"/> EICT                       | <input type="checkbox"/> Physical    | <input type="checkbox"/> Switching               | <input type="checkbox"/> AIN                |                                 |
| <input type="checkbox"/> Tandem Trans./TST          | <input type="checkbox"/> Virtual     | <input type="checkbox"/> Transport (incl. EUDIT) | <input type="checkbox"/> DA                 |                                 |
| <input type="checkbox"/> DTT/Dedicated Transport    | <input type="checkbox"/> Adjacent    | <input checked="" type="checkbox"/> Loop         | <input type="checkbox"/> Operation Services |                                 |
| <input type="checkbox"/> Tandem Switching           | <input type="checkbox"/> ICDF Collo. | <input type="checkbox"/> UNE - P                 | <input type="checkbox"/> INP/LNP            |                                 |
| <input checked="" type="checkbox"/> Local Switching | <input type="checkbox"/> Other _____ | <input checked="" type="checkbox"/> EEL (UNE-C)  | <input type="checkbox"/> Other _____        |                                 |
| <input type="checkbox"/> Other _____                |                                      | <input type="checkbox"/> UDF                     |   |                                 |
|   |                                      | <input type="checkbox"/> Other _____             |   |                                 |

**Process Release Notification Section**

**Area Impacted:** Please check mark  all that apply

- |  |                                      |
|--|--------------------------------------|
| <input type="checkbox"/> Pre-Ordering        |                                      |
| <input checked="" type="checkbox"/> Ordering |                                      |
| <input type="checkbox"/> Billing             |                                      |
| <input checked="" type="checkbox"/> Repair   | <input type="checkbox"/> Other _____ |

Please Describe

Products Impacted: Please check mark ✓ as appropriate and list specific products within product group, if applicable

<input type="checkbox"/> Centrex	_____	<input type="checkbox"/> Resale	_____
<input type="checkbox"/> Collocation	_____	<input type="checkbox"/> SS7	_____
<input type="checkbox"/> EEL (UNE-C)	_____	<input type="checkbox"/> Switched Services	_____
<input type="checkbox"/> Enterprise Data Services	_____	<input type="checkbox"/> UDIT	_____
<input type="checkbox"/> LIDB	_____	X Unbundled Loop	_____
<input type="checkbox"/> LIS	_____	<input type="checkbox"/> UNE-P	_____
<input type="checkbox"/> LNP	_____	<input type="checkbox"/> Wireless	_____
<input type="checkbox"/> Private Line	_____	<input type="checkbox"/> Other	_____
Please describe	Please describe		Please describe

**This Section to be Completed by Qwest CICMP Manager**

**Status, Evaluation and Implementation Comments:**

3/22/01 – RN received from Cindy Buckmaster  
 3/22/01 – Status changed to New – To be Validated  
 3/27/01 – Status changed to New – To be Industry Reviewed and sent to CICMP Team

## EXHIBIT C

## Attachment I



To: Matt Rossi & Mark Routh  
From: Lynne Powers representing the CLEC Forum  
Date: January 22, 2001  
Re: CLEC Forum – January 18, 2001

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Our CLEC Forum meeting was held on Thursday, January 18, 2001 with representatives from nine CLEC's. Due to the fact that the meeting was held after CICMP this month, I am writing this memo regarding our requests versus reporting in person at the meeting.

We have the following requests regarding the CICMP meetings:

- 1) We would prefer to have the Qwest subject matter experts in person rather than via conference call when presenting items such as the upcoming process changes required for CLEC to CLEC transfers, identifying IPG prior to install day, and the Qwest build policy.
- 2) As discussed in the meeting, CLEC's request that if Qwest requires clarification regarding a CR or an issue that the CLEC be contacted prior to the meeting for that clarification rather than waiting for the next meeting.
- 3) The meetings are run too fast. The January 17, 2001 meetings were especially moving at record speed. CLEC's have made the time and possibly traveled to attend this meeting and we would appreciate if there were time and discussion taken for each action item, agenda item and CR before moving on.
- 4) The CLEC's would like an overview of the following systems, their capabilities, and Qwest's plans for the future: HEET, BDSTELIS, CEMR, CETAS. We understand that there was some discussion regarding CEMR and CETAS on January 17, 2001 but more information is appreciated.

We feel that the suggestions will be make the meetings more productive for all of us. Thank you for your attention to these matters.

3458

1 BEFORE THE WASHINGTON UTILITIES AND  
2 TRANSPORTATION COMMISSION

3 In the Matter of the )  
4 Investigation into )  
5 U S WEST COMMUNICATIONS, INC.'s ) Docket No. UT-003022  
6 Compliance with Section 271 of ) Volume XXV  
7 the Telecommunications Act of ) Pages 3458 to 3554  
8 1996 )  
9 In the Matter of )  
10 U S WEST COMMUNICATIONS, INC.'s ) Docket No. UT-003040  
11 Statement of Generally ) Volume XXV  
12 Available Terms Pursuant to ) Pages 3458 to 3554  
13 Section 252(f) of the )  
14 Telecommunications Act of 1996 )

13 A Workshop in the above matters was held on  
14 April 24, 2001, at 1:15 p.m., at 900 Fourth Avenue,  
15 Suite 2400, Seattle, Washington, before Administrative  
16 Law Judge ROBERT WALLIS.

17 The parties were present as follows:

18 THE WASHINGTON UTILITIES AND TRANSPORTATION  
19 COMMISSION, by PAULA STRAIN and BETH REDFIELD, 1400  
20 South Evergreen Park Drive Southwest, Post Office Box  
21 40128, Olympia, Washington, 98504-0128.  
22 WORLDCOM, INC., by ANN HOPFENBECK, Attorney  
23 at Law, 707 - 17th Street, Suite 3600, Denver, Colorado  
24 80202.  
25 AT&T, by RICHARD WOLTERS, Attorney at Law,  
1875 Lawrence Street, Suite 1575, Denver, Colorado  
80202.  
Joan E. Kinn, CCR, RPR  
Court Reporter

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1 QWEST CORPORATION, by JOHN L. MUNN and  
2 CHARLES W. STEESE, Attorneys at Law, 1801 California  
3 Street, Suite 4900, Denver, Colorado, 80202, and by LISA  
4 ANDERL, Attorney at Law, 1600 Seventh Avenue, Suite  
5 3206, Seattle, Washington 98191.

6 ELECTRIC LIGHTWAVE INC.; ADVANCED TELECOM  
7 GROUP, INC.; and XO COMMUNICATIONS, INC.; by GREGORY J.  
8 KOPTA, Attorney at Law, Davis, Wright, Tremaine, LLP,  
9 1501 Fourth Avenue, Suite 2600, Seattle, Washington  
10 98101.

11 THE PUBLIC, by ROBERT W. CROMWELL, JR.,  
12 Assistant Attorney General, 900 Fourth Avenue, Suite  
13 2000, Seattle, Washington 98164-1012.

14 COVAD COMMUNICATIONS COMPANY AND METRONET,  
15 INC., by BROOKS E. HARLOW, Attorney at Law, Miller Nash,  
16 LLP, 601 Union Street, Suite 4400, Seattle, Washington  
17 98101.

18 ALSO PRESENT:

19 KAREN STEWART, Qwest  
20 LORI SIMPSON, Qwest  
21 RACHEL TORRENCE, Qwest  
22 NANCY LUBAMERSKY, Qwest  
23 KENNETH WILSON, AT&T  
24 MICHAEL HYDOCK, AT&T  
25 DAVE DITTEMORE, Staff

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SGAT WORKSHOP UT-003022/UT-003040 VOL.XXV 4/24/03460

1 INDEX OF EXHIBITS

4 EXHIBIT:	MARKED:	ADMITTED:
5 KENNETH WILSON		
6 630	3461	
7 631	3461	3513
8 MICHAEL HYDOCK		
9 656	3461	
10 LORI SIMPSON		
11 701	3461	3513
12 702	3461	3513
13 703	3461	3513
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15 KAREN STEWART		
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303  
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SGAT WORKSHOP UT-003022/UT-003040 VOL.XXV 4/24/03461

1 (The following exhibits were identified in  
2 conjunction with the testimony of KENNETH WILSON.)  
3 Exhibit 630 is Diagrams of Dedicated  
4 Transport. Exhibit 631 is GR-303 Interface Diagram.

5  
6 (The following exhibits were identified in  
7 conjunction with the testimony of MICHAEL HYDOCK.)  
8 Exhibit 656 is 12.2.9.3 Redlined - more than  
9 two pages.

10  
11 (The following exhibits were identified in  
12 conjunction with the testimony of LORI SIMPSON.)  
13 Exhibit 701 is the SGAT Lite. Exhibit 702 is  
14 Proposal for GR-303 Interface Access. Exhibit 703 is  
15 Performance Indicator Definitions. Exhibit 704 is  
16 Washington Performance Results for UNE Platform.

17  
18 (The following exhibits were identified in  
19 conjunction with the testimony of KAREN STEWART.)  
20 Exhibit 705 is 45 Day Stipulation. Exhibit  
21 706 is Finished Services Definition. Exhibit 707 is  
22 Chart-Summary Bill and Rate Implementation Process for  
23 Established CLECs - Evidences Commitment. Exhibit 708  
24 is Service Interval Tables Exhibit C. Exhibit 709 is  
25 12.2.9.3, two pages.

1 SGAT WORKSHOP UT-003022/UT-003040 VOL.XXV 4/24/03514  
 (Discussion off the record.)  
 2 JUDGE WALLIS: After a brief recess, just to  
 3 summarize the status of the discussions, the remaining  
 4 impasse items in switching are items 2, 7, 10-A, 10-B,  
 5 and 16 with the understanding that the parties are  
 6 working to bring language back tomorrow that may close  
 7 item 16. In the UNE-P section, item 5-A is at impasse,  
 8 item 5-C is deferred to the discussion on general terms  
 9 and conditions, and UNE-P-12 is at impasse. Now we're  
 10 shifting gears and shifting topics, and we're going to  
 11 take up with transport issues, which are at the  
 12 beginning of the Washington outstanding issues log.  
 13 Mr. Munn.  
 14 MR. MUNN: I think we will begin with the  
 15 transport issues in TR-1, and Ms. Stewart will address  
 16 the outstanding issues there.  
 17 MS. STEWART: Okay. The first one is TR-1.  
 18 Qwest believes that in 9.6.1.1 of the SGAT, we have made  
 19 all technically feasible and future bandwidths available  
 20 for EUDIT. In addition, at the request of the parties,  
 21 Qwest has made an agreement in other states and will  
 22 make the agreement here in Washington that within 45  
 23 days of closing a workshop, we will update our technical  
 24 publications and other CLEC wholesale documentation to  
 25 be consistent with commitments made in the SGAT. Qwest

1 SGAT WORKSHOP UT-003022/UT-003040 VOL.XXV 4/24/03515  
 1 believes with the combinations of these two things that  
 2 this issue should be closed between the parties.  
 3 MR. WILSON: I have a question. I don't --  
 4 AT&T doesn't disagree that the stipulation closes this  
 5 issue in principle, but as far as implementing that  
 6 stipulation, is it Qwest's intention to, for example,  
 7 send by E-mail or hard copy or both to the parties in  
 8 this workshop the revised technical publications and  
 9 other documents as they are revised?  
 10 I ask this because I received an E-mail  
 11 request from AT&T a few weeks ago based on a CICMP  
 12 proposal by Qwest to address the dark fiber tech pub,  
 13 and they gave the web site address for the tech pub to  
 14 review it, and I went in over the weekend and looked at  
 15 the web site, and it still had the old version on it. I  
 16 just want to make sure we have the wheels in good motion  
 17 here to do this.  
 18 MS. STEWART: Qwest's intent --  
 19 MR. WOLTERS: I think another way to ask  
 20 that, Karen, before you respond, I think what would be  
 21 helpful is that as long as these proceedings are going,  
 22 if possible to make sure that like the attorneys and  
 23 witnesses for AT&T and all the parties get notice in  
 24 addition to your CICMP notice, because that way we're  
 25 assured we would get it as soon as you send it to CICMP.

1 SGAT WORKSHOP UT-003022/UT-003040 VOL.XXV 4/24/03516  
 As it is now, it goes to CICMP, and our  
 2 internal and CLEC organizations have to somehow keep up  
 3 with those CICMP notices to know -- to get back to the  
 4 witnesses and attorneys in the 271 case that these  
 5 things are happening, and it would probably be helpful  
 6 for purposes of review and for Ken's purposes if we got  
 7 direct notice to the parties as part of the proceeding,  
 8 271 proceeding, in addition to that.  
 9 MS. HOPFENBECK: And I second that only  
 10 because the other thing about those CICMP notices, which  
 11 I now get directly from our account manager is, and all  
 12 of your notices about all of your changes in tech pubs  
 13 and policies and everything, that there's no way for me  
 14 based on those notifications to identify what you  
 15 changed and whether the changes that you have  
 16 implemented in those are in response to activities that  
 17 have been occurring in the 271 process or whether  
 18 they're independent of that. And that's -- I mean I  
 19 need to be able to relate them together, so I pull those  
 20 up and I go, well, what caused this, and I don't know  
 21 whether it's in response to an agreement we have made  
 22 here. Sometimes I can tell, sometimes I can't.  
 23 MS. STEWART: Okay. Just to clarify, our  
 24 original intent was that we would use the CICMP process  
 25 for notification. We would consider for a limited

1 SGAT WORKSHOP UT-003022/UT-003040 VOL.XXV 4/24/03517  
 1 period of time doing a service list notification of  
 2 changes, and I guess I just need to be clear, would it  
 3 be the technical publications in particular you're  
 4 interested in? Because there are going to be, you know,  
 5 other product documentation and et cetera, and I don't  
 6 know if we want to get into a huge volume or whether if  
 7 really the issue is is the tech pubs truly memorializes  
 8 the technical parameters of the products which are  
 9 primarily the issues that we have addressed in the  
 10 workshops.  
 11 MR. WOLTERS: How problematic would it be for  
 12 the tech pubs and the IRRG?  
 13 MS. STEWART: Those two?  
 14 MR. WOLTERS: Those two.  
 15 MS. STEWART: Okay, let me check.  
 16 Qwest would be willing to distribute to the  
 17 service list for each workshop the tech -- the new draft  
 18 tech pubs that are being released to CICMP and the IRRG  
 19 things that are being released to CICMP. And it would  
 20 probably be a new kind -- at the same time we would do  
 21 both. It wouldn't necessarily be a commitment of  
 22 prenotification, but more of you would get it two  
 23 routes. You would get it the formal route, then you  
 24 would get the regulatory route for those two items.  
 25 MS. LUBAMERSKY: And we will attempt based on

SGAT WORKSHOP UT-003022/UT-003040 VOL.XXV 4/24/03518  
 1 Ann's request to provide during this three, four month  
 2 -- during the pendency of the workshop process to  
 3 include a decoder ring so that the CICMP notification  
 4 would be the attachment, but we will attempt to assure  
 5 that you know the reason this is being sent to you is  
 6 Washington item TR-1. I'm making that commitment. I  
 7 will need to go home to determine how to implement it,  
 8 but I think the decoder ring request is a reasonable  
 9 one.

10 MR. WOLTERS: Yeah, and I think that's in  
 11 everybody's interest, because the way the stipulation is  
 12 worded, we have some responsibility to come back and say  
 13 if there's a problem with it. And I think during the  
 14 workshop process, this would really help us out if you  
 15 would do that. Then it would go directly to the people  
 16 that are involved with it on a daily basis, I can get it  
 17 immediately to Ken, and I don't have to worry about the  
 18 CICMP people understanding what the significance of  
 19 these documents are and necessarily knowing that they're  
 20 supposed to come to me, so it really would be a help.

21 MS. LUBAMERSKY: Well, now perhaps your CICMP  
 22 people need that in any event, Rick, but.

23 MR. WOLTERS: Well, we can deal with that  
 24 over a cup of coffee.

25 MS. HOPFENBECK: Can I ask one further

SGAT WORKSHOP UT-003022/UT-003040 VOL.XXV 4/24/03519  
 1 clarification. AT&T has made a request that you do this  
 2 with respect to the tech pubs and the IRRG. Does that  
 3 encompass changes that are being made to the product  
 4 catalog and product documentation? Because that's  
 5 another aspect of this, and it comes up, for example,  
 6 with EELs. There was a recent change in the EELs  
 7 product description that was distributed at the last  
 8 workshop. Parties have identified continuing  
 9 inconsistent or identified at that time inconsistencies  
 10 there. I assume that's being updated, and there was a  
 11 representation that was being updated.

12 That kind of notice, like I'm looking at one  
 13 right now, tends to come to WorldCom through their  
 14 account manager. I'm looking at one, for example, on  
 15 forecasting LIS and collocation changes that are made.  
 16 Now I don't know why these changes have been made, but I  
 17 assume that, for example, with the EELs change, I  
 18 understand you're making changes in response to issues  
 19 that we have raised in this process. And I would  
 20 request that those changes also be distributed.

21 I mean basically to the extent you're making  
 22 changes in the tech pubs, the product catalog, the  
 23 product documentation, the things that are covered by  
 24 our stipulation in the CICMP that are in response to  
 25 activities that have occurred in the 271 process, that

SGAT WORKSHOP UT-003022/UT-003040 VOL.XXV 4/24/03520  
 1 all of those be circulated to the service list, at least  
 2 during the pendency of this proceeding.

3 MS. STEWART: First of all, I do want to  
 4 clarify that the IRRG and the PCAT or the product  
 5 catalog are for all intents and purposes the same thing.  
 6 To a great extent, the pieces that you would want to see  
 7 are the IRRG or PCAT product catalog, and that's what  
 8 we're saying that we are going to send. I am reluctant  
 9 to say you will get every piece of product changes,  
 10 because what's going to happen is you've got the tech  
 11 pubs that are talking about the product and how it's  
 12 going to work, you've got the PCAT defining the product  
 13 and terms and conditions to the CLECs. Everything under  
 14 that are going to be pieces that just implement those  
 15 commitments, and I would be hesitant to make a  
 16 commitment that we would catch all of those.

17 MS. LUBAMERSKY: But my commitment was that  
 18 we would notice any CICMP related changes that are the  
 19 result of workshop discussions.

20 MS. STEWART: The other thing I don't think I  
 21 said officially for the record, when I was talking about  
 22 we have made a commitment to update technical  
 23 publications and related catalog items and other product  
 24 documentation, it's Exhibit 705, and I just wanted to  
 25 get that officially on the record that TR-1 is

SGAT WORKSHOP UT-003022/UT-003040 VOL.XXV 4/24/03521  
 1 associated, that closing TR-1 is this exhibit.

2 With that clarification, are we closed on  
 3 TR-1?

4 MR. WOLTERS: Yes.

5 MS. STEWART: TR-2 is at impasse. I don't  
 6 believe there's any new information to share relative to  
 7 that one.

8 MR. WOLTERS: I just wanted to add -- ask a  
 9 question. I was going through some of the other we will  
 10 call them matrixes in some of the other jurisdictions,  
 11 and the issue of lighting dark fiber for purposes of  
 12 dedicated transport I show was under TR-2 in some  
 13 jurisdictions. Did we discuss -- I want to make sure  
 14 that that's an issue that we have discussed and captured  
 15 in the matrix. I couldn't find it here.

16 MS. STEWART: I just did a real quick on  
 17 going through the open issues, and I sure didn't see it  
 18 as an open issue, but I was focusing on open issues, and  
 19 I know we -- if it's here, it would be at impasse.

20 MR. WOLTERS: I just want to make sure we  
 21 understand this. My understanding is that for purposes  
 22 of the dark fiber issues, I mean dedicated transport  
 23 issues --

24 MS. STEWART: Right.

25 MR. WOLTERS: -- not dark fiber issues --

## CERTIFICATE OF SERVICE

I certify that the original and 10 copies of the Supporting Affidavit of John F. Finnegan Regarding Section 12 of Qwest's SGAT and AT&T's Supplemental Response Relating to the Workshop on General Terms and Conditions (unsigned verifications of John F. Finnegan and Michael Hydock are attached, signed verifications will be filed separately) in Docket No. T-00000A-97-0238 were sent by overnight delivery on May 25, 2001 to:

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Docket Control – Utilities Division  
1200 West Washington Street  
Phoenix, AZ 85007

and a true and correct copy was sent by overnight delivery on May 25, 2001 to:

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