

Exhibits

42-55

## PS/ALI for Facilities-Based CLECs - Download

### DESCRIPTION

**Private Switch/Automatic Location Identification (PS/ALI)** is an additional capability of E911 emergency response systems that provides end-user's using a private telephone switch, such as **Private Branch Exchange (PBX) Integrated Services Digital Network Primary Rate Interface (ISDN PRI)** or some **Centrex/Centrons** with the **Selective Routing (SR)** and/or **Automatic Location Identification (ALI)** feature(s) of E911 for individual telephone stations served by the **PBX/Centrex/Centron (private switch)**. This additional capability allows the private switch to **identify individual subscriber address and location information** to the **Public Safety Answering Point (PSAP)** operator.

**SR** and **ALI** are defined as follows:

- **Selective Routing (SR)** – allows 911 calls to route to a designated PSAP on the basis of the **Automatic Number Identification (ANI)** number of the station used to place the call. Calls from different stations within the same prefix could route to different PSAPs.
- **Automatic Location Identification (ALI)** – identifies and forwards the end-user's address and location (and related information) to the PSAP for display on their consoles.

Your end-user's private switch **PBX/Centrex/Centron** system will be viewed as a serving wire central office within the E911 network. The ANI generated by the private switch will be sent, processed and utilized as if it were a typical end office in the E911 system.

The E911 SR will route the E911 PS/ALI call to the appropriate PSAP based on the ANI it receives or the default Emergency Service Number (ESN) assigned to the trunk group. Upon receipt of the information, the PSAP forwards the ANI information to the ALI database over an existing data network where it is then used to retrieve the stored station address and location information. The PSAP monitor then displays the station name, address and location information for handling by the emergency response personnel.

The PS/ALI feature capability is offered separately from E911 services. PS/ALI is available through the terms of Commission-approved Interconnection Agreements that include PS/ALI or through the PS/ALI Service Amendment.

The PS/ALI feature capability consists of ALI database updates (i.e., the ability of your **PBX/Centrex/Centron** end-user to update the ALI database) and the transport of PS/ALI calls (the PS/ALI trunks/circuits to an E911 SR).

PS/ALI interconnection is available in the following arrangements:

- PS/ALI routed over your existing E911 Interconnection trunks, or;
- PS/ALI routed over new E911 Centralized Automatic Message Accounting (CAMA) trunks/circuits dedicated to PS/ALI traffic between your switch and the E911 SR, or;
- PS/ALI routed over dedicated PS/ALI CAMA trunks/circuits between your **PBX/Centrex/Centron** end-user and the E911 SR.

In addition to these arrangements, your private switch end-user may also order PS/ALI directly from Qwest following Qwest's PS/ALI retail ordering process.

You may request the ALI Database Features from Qwest or you may request that capability directly from Intrado, Inc.

### PS/ALI Requirements

You must work directly with your end-user to ensure that the following requirements are met.



**Requirements that must be met for PS/ALI:**

- For the ALI database update portion of the service, you, or your end-user, are responsible for providing the private switch ALI information directly to Intrado, Inc., which includes the area code, telephone number, name, address, and location information. The accuracy of the database records is based on the information you, or your end-user, provide to Intrado, Inc.
- End-user's private switch must have Direct Inward Dialing (DID) station numbers.
- Provide Qwest and Intrado Inc. with the telephone number ranges used by your end-user's PBX/ISDN PRI/Centrex systems. The E911 PS/ALI Service Provider Authorization form is used to complete this activity. Ensure that the E911 PS/ALI Service Provider Authorization form is updated for end-user changes such as additions or deletions to DID ranges.
- Ensure 911 calls are routed directly into an existing 911 network through the SR
- Ensure your end-user routes only 911 dialed call to the SR
- Ensure that the ANI associated with the individual station line is passed
- Your end-user's switch must provide a full 7-digit or 10-digit numbering system and the associated ANI for every station within the private switch. If the 7-digit or 10 digit number is not available, you are responsible to identify the associated call back number to be populated in the database
- When the station user dials 911, the private switch system must be able to recognize the digits as a compressed dialing code. In some systems, it may be necessary to dial a single digit release (punct) code before dialing 911 (i.e. dial '9' to make a call outside of the private switch prior to dialing 911).

**Requirements unique to CAMA trunks/circuits include:**

- PS/ALI is available over Primary Rate Interface (PRI) trunks from your end-user's private switch to the SR. If your end-user uses Integrated Service Digital Network Primary Rate Interface (ISDN-PRI) to provide PS/ALI, separate CAMA trunks/circuits may not be required.
- PS/ALI CAMA trunks/circuits requirements will be discussed at the Joint Planning Meeting with the PS&P. The PS&P is the primary decision-maker for trunk group design, size and routing. A minimum of two dedicated E911 CAMA trunks/circuits must be established per end-user's private switch for the sole purpose of sending 911 calls. These CAMA trunks/circuits must be provisioned to conform to the standard CAMA signaling format. Standard traffic engineering methods must be used to determine the number of trunks/circuits paths required to achieve the design blocking objective of P 91 (Probability of 1%) grade of service.
- PS/ALI CAMA trunks/circuits are not available with Digital Switched Services (DSS).
- PS/ALI CAMA trunks/circuits directly from your end-user's private switch to the 911 SR must be provisioned with CAMA signaling.

Any other requirements will be discussed at the Joint Planning Meeting with Qwest.

**Pricing**

When placing your request for PS/ALI, you will be charged for establishing the service, for the CAMA trunks/circuits, if applicable, service features, if applicable, and storage of the ALI PBX/Centrex/Centrex station records. These are independent charges from the actual PBX/ISDN PRI/Centrex/Centrex product charges.

PS/ALI service is sold on a month-to-month basis. Nonrecurring and monthly recurring rates are billed to the CAMA trunks/circuits (rates are on a per trunk basis). The rate elements will include:

- Network Access Charge (NAC) - per end-user PBX location
- Channel Connection (CC) - same as NAC (Iowa Only)
- Channel Performance (CP) - per end-user PBX location, none applies if PS/ALI uses a DS1
- Channel Transmission Parameter (CTP) - same as CP (Iowa Only)
- Transport Mileage (TM) - interoffice mileage applies only between different serving wire center and the 911 SR and is composed of mileage bands based on a fixed or a per mile rate
- Incoming SR Trunk - per trunk/circuit
- Selective Router (SR)
- Automatic Location Identification (ALI)
- Combination of SR and ALI

PS/ALI PBX/Centrex (T)/Centrex Plus/Centron end-user's not using dedicated PS/ALI CAMA trunk/circuits will only be billed the service feature charge (SR, ALI, combination of SR and ALI). The NAC, CP, CC, CTP and TM rates do not apply.

Representing and monthly recurring rates, relating to service features (SR, ALI, combination of SR and ALI), are rated per 1,000 access lines served, except in the states of Nebraska, North Dakota, South Dakota, Idaho-Southern, and Wyoming, which are per 100 lines served.

#### **Rates**

Rates are available in Exhibit A or the specific rate sheet, in your Interconnection Agreement or PS/ALI amendment.

#### **Tariffs, Regulations and Policies**

Additional information can be found in your Interconnection Agreement or PS/ALI amendment.

#### **Pre Ordering**

Schedule a face-to-face joint planning meeting with the PSAP Authority Board and the Qwest Service Manager.

PS/ALI information required for the Joint Planning Meeting will include:

- 911 PS/ALI Service Provider Authorization form that includes the telephone number ranges allowed for PBX/Centrex/Centron end-users.
- Complete name, address and location information for each PBX/Centrex/Centron station.

More information on scheduling the face to face Joint Planning Meeting is available in the [Access to Emergency Services \(911/E911\) PCAT](#).

#### **Ordering**

It is important to understand the [Access to Emergency Services \(911/E911\)](#) procedures before requesting PS/ALI.

The PS/ALI database will be activated at Intrado, Inc., after receiving your valid and accurate station/address file. Until the ALI database is 95% complete, you will not be able to order CAMA trunk/circuits for your PS/ALI traffic. It is imperative that you work closely with your Qwest Service Manager to determine when the request for the applicable CAMA trunks/circuits and features can be submitted.

The service intervals associated with the CAMA trunks/circuits are the same as the intervals for [911-DS0](#). Refer to [Enhanced Extended Loop \(EEL\) DS0](#) in the [Service Interval Guide \(SIG\)](#).

Once all critical information has been obtained and agreed upon in the PS/ALI Joint Planning Meeting, your network requirements will determine the ordering process to be followed.

### **PS/ALI Routed Over Existing E911 Interconnection Trunks**

If you are planning on routing your PS/ALI traffic over your existing E911 ES trunk group, and capacity exists to handle the additional PS/ALI traffic, you will not be required to issue any changes to your existing E911 interconnection arrangement. You will need to order the ALI Service Feature for your Private Switch end-user to update the ALI Database. Your Qwest Service Manager will assist you in ordering the ALI feature and establishing a billing record.

### **PS/ALI Routed Over new E911 Trunks Dedicated to PS/ALI Traffic Between CLEC Switch and E911 Selective Router (SR)**

If you determine that new dedicated PS/ALI ES trunk/circuits are required to route your PS/ALI traffic between your switch and the E911 SR, the RG29-0029 form is utilized and is completed by your Qwest Service Manager with your help. This form is outlined in the Access to Emergency Services (911/E911) Ordering Section. You will also need to order the ALI and/or SR Service Features for your Private Switch end-user to update the ALI Database through your Qwest Service Manager.

Your Qwest Service Manager will assist you in ordering the ALI feature and establishing a billing record.

### **PS/ALI Routed Over Dedicated PS/ALI Trunks Between Private Switch Location and E911 Selective Router (SR)**

PS/ALI is ordered dependent upon the capabilities of the end-user's private switch. There are three ordering options and the PSAP is the primary decision maker for these options:

1. If the end-user is not ISDN PRI/Centrex/Centron, CAMA trunk/circuits are ordered.
2. If your end-user has ISDN PRI served from a 5ESS switch, then the SR and/or ALI must be ordered as a feature of the ISDN PRI.
3. If your end-user has Centrex/Centron and they have extended their station lines to another premises using their own facilities, the SR and/or ALI must be ordered as a feature of the Centrex/Centron.

If you determine that a new dedicated PS/ALI ES trunk group is required to route your PS/ALI traffic between your end-user's private switch location and the E911 SR, the RG29-0029 form is utilized and is completed by your Qwest Service Manager with your help. In addition, once the ALI database is 95% complete, you will need to submit the Access Service Request (ASR) request. You will need to order the ALI Service feature for your Private Switch end-user to update the ALI Database through your Qwest Service Manager.

General ordering information can be found in the [Ordering Overview](#).

PS/ALI trunk/circuits are ordered using Access Service Ordering Guidelines (ASOG) forms and unique NCNCD codes, which are detailed in [Technical Publication 77338](#). The ASOG forms are mutually agreed upon by the Ordering and Billing Forum (OBF).

ASOG forms required are

- ASR
- End User Special Access (EUSA)
- Service Address Location Information (SALI)

The following specific field entries are needed to order the PS/ALI trunk/circuits. All other fields follow the standard ASOG.

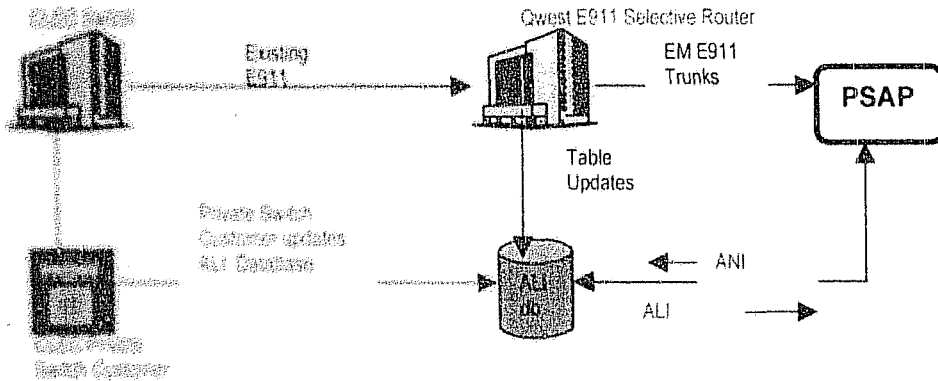
Field Name	Description	Form	Entry
OCN	Company Code	ASR	Your 4-digit OCN (Operating Company Number)
UNE	Unbundled Network Element	ASR	Must be left blank
REQTYP	Requisition Type	ASR	ED
OPFC	Indicated features being ordered	ASR	ALI Only = "PSAL" SR Only = "PSSR" ALI/SR = "PSALSR"
PIU	Percent Interstate Usage	ASR	0
PLU	Percent Local Usage	ASR	Must be left blank
RMK	Remarks	ASR	Local PS-ALI CAMA trunk/circuits
PRLOC	Primary Location –The end user's private switch location.	EUSA	"E" (address information entered on SALI form.)
SRLOC	Secondary Location – The Qwest Selective Router switch.	EUSA	"E" (address information for Qwest entered on SALI form.)
SP	Secondary Point of Termination Indicator	SALI	"C"
SPOT	Secondary Point of Termination	SALI	Enter CLLI code of Qwest Selective Router switch

### Provisioning

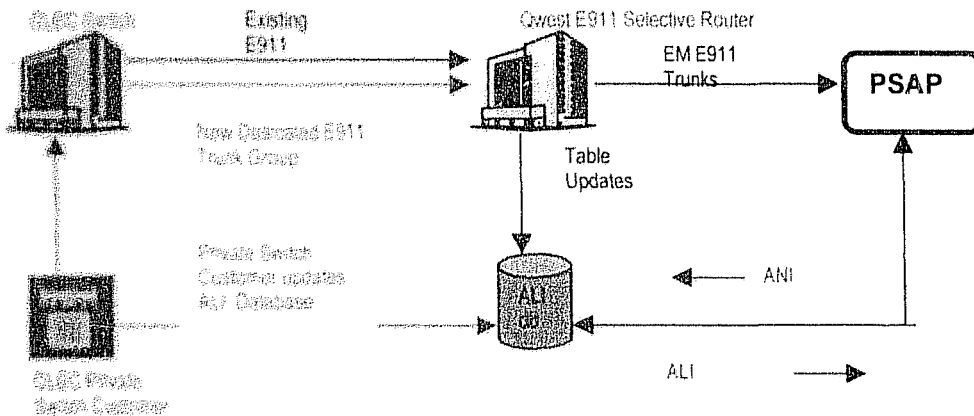
For E911 service, dedicated E911 trunks must be in place prior to requesting the service. E911 trunks must be provisioned in accordance with the terms and conditions identified under "E911 Interconnection". If technically capable, you may route PS/ALI calls over your existing dedicated E911 interconnection trunks. In all cases, however, you may require that your PS/ALI calls are routed over a new dedicated E911 trunks/circuits between your switch and the SR, or dedicated PS/ALI CAMA trunk/circuits between the end-user's private switch location and the E911 SR. In these instances, the dedicated PS/ALI ES CAMA trunks must comply with the terms and conditions of standard E911 interconnection. PS/ALI trunk/circuit requirements will be discussed at the Joint Planning Meeting with the PSAP. The PSAP is the primary decision-maker for trunk group design, size and routing.

For information on procedures for updating the ALI Database, refer to the 911 Database Services section of the Access to Emergency Services (911/E911).

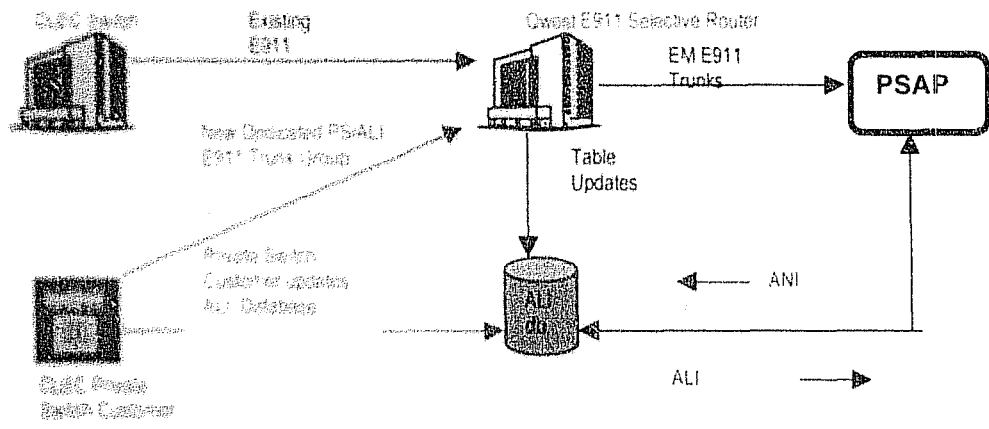
**Example 1:** Facility-based CLEC PS/ALI customer routes E911 calls to CLEC switch. CLEC is capable of forwarding the ANI for PS/ALI calls over existing CLEC/Qwest E911 ES trunk group. CLEC orders ALI Service Feature for Private Switch Customer to update ALI Database.



**Example 2:** Facility-based CLEC requires a dedicated trunk group from CLEC switch to the Qwest SR to route E911 PS/ALI calls for Private Switch Customer. CLEC requests dedicated E911 trunk group dedicated to PS/ALI traffic from the CLEC Switch to the Qwest E911 SR utilizing the existing E911 ES trunk installation process. CLEC orders ALI Service Feature for Private Switch Customer to update ALI Database.



**Example 3. Facility-based CLEC** requires a dedicated trunk group from CLEC customer's private switch to the Qwest SR to route E911 PS/ALI calls. CLEC requests dedicated PS/ALI trunk group from the CLEC customer's private switch to the Qwest E911 SR utilizing the PS/ALI Private Switch ES trunk installation process. CLEC orders ALI Service Feature for Private Switch Customer to update ALI Database.



**Billing**

When PS/ALI trunks/circuits are requested, the trunk/circuits and SR/ALI features are billed through the Integrated Access Billing System (IABS).

When only the features associated with PS/ALI are requested, nonrecurring and recurring charges are billed utilizing the Billing and Receivable Tracking (BART) system.



## PS/ALI for Resale Based CLECs - Download

### Description

**Private Switch/Automatic Location Identification (PS/ALI)** is an additional capability of E911 emergency response systems that provides end-user's using a private telephone switch, such as Resale Private Branch Exchange (PBX) Integrated Services Digital Network Primary Rate Interface (ISDN PRI) or some Centrex/Centrons with the Selective Routing (SR) and/or ALI feature(s) of E911 for individual telephone stations served by the PBX/Centrex/Centron (private switch). This additional capability allows the private switch to identify individual subscriber address and location information to the Public Safety Answering Point (PSAP) operator. Qwest's retail service, PS/ALI, is available for resale by you to your end-users. Additional information about resale of Qwest's retail services can be found in the [Resale General Product Catalog \(PCAT\)](#).

SR and ALI are defined as follows:

- Selective Routing (SR) – allows 911 calls to route to a designated PSAP on the basis of the Automatic Number Identification (ANI) number of the station used to place the call. Calls from different stations within the same prefix could route to different PSAPs.
- Automatic Location Identification (ALI) – identifies and forwards the end-user's address and location (and related information) to the PSAP for display on their consoles.

PS/ALI is ordered dependent upon the capabilities of the end-user's private switch. There are three ordering options and the PSAP is the primary decision-maker for these options:

1. If the end-user is not Resale ISDN PRI/Centrex Plus/Centrex Prime/Centron, Resale PS/ALI Centralized Automatic Message Accounting (CAMA) trunk/circuits are ordered.
2. If your end-user has Resale ISDN PRI served from a 5ESS switch, then the SR and/or ALI must be ordered as a feature of the Resale ISDN PRI.
4. If your end-user has Resale Centrex Plus/Centrex Prime/Centron and they have extended their station lines to another premises using their own facilities, the SR and/or ALI must be ordered as a feature of the Resale Centrex Plus/Centrex Prime/Centron.

Your end-user's private switch Resale PBX/Centrex/Centrex Prime/Centron system will be viewed as a serving wire center/Central Office (CO) within the E911 network. The ANI generated by the private switch will be read, processed and utilized as if it were a typical end office in the E911 system.

The E911 SR will route the E911 PS/ALI call to the appropriate PSAP based on the ANI it receives or the default Emergency Service Number (ESN) assigned to the trunk group. Upon receipt of the information, the PSAP forwards the ANI information to the ALI database over an existing data network where it is then used to retrieve the stored station address and location information. The PSAP monitor then displays the station name, address and location information for handling by the emergency response personnel.

The PS/ALI feature capability is offered separately from E911 services. PS/ALI is available through the terms of Commission-approved Interconnection Agreements that include PS/ALI or through the PS/ALI Service Amendment.

The PS/ALI feature capability consists of ALI database updates (i.e. the ability of your Resale PBX/Centrex Plus/Centrex Prime/Centron end-user to update the ALI database) and the transport of PS/ALI calls (the Resale PS/ALI CAMA trunks/circuits to an E911 SR).

### PS/ALI Requirements

You must work directly with your end-user to ensure that the following requirements are met.

Requirements that must be met for PS/ALI:

- For the ALI database update portion of the service, you, or your end-user, are responsible for providing the private switch ALI information directly to Intrado, Inc., which includes the area code, telephone number, name, address, and location information. The accuracy of the database records is based on the information you, or your end-user, provide to Intrado, Inc.
- End-user's private switch must have Direct Inward Dialing (DID) station numbers.
- Provide Qwest and Intrado Inc., with the telephone number ranges used by your end-user's Resale PBX/Centrex Plus/Centrex Prime/Centron systems. The E911 PS/ALI Service Provider Authorization form is used to complete this activity. Ensure that the E911 PS/ALI Service Provider Authorization form is completed and updated for end-user changes such as additions or deletions to DID ranges.
- Ensure 911 calls are routed directly into an existing 911 network through the SR
- Ensure your end-user routes only 911 dialed call to the SR
- Ensure that the ANI associated with the individual station line is passed
- Your end-user's switch must provide a full 7-digit or 10-digit numbering system and the associated ANI for every station within the private switch. If the 7-digit or 10 digit number is not dialable, you are responsible to identify the associated call back number to be populated in the database.
- When the station user dials 911, the private switch system must be able to recognize the digits as a completed dialing code. (In some systems, it may be necessary to dial a single digit network access code before dialing 911, i.e., dial "9" to make a call outside of the private switch, prior to dialing 911).

Requirements unique to Resale PS/ALI CAMA trunk/circuits include:

- Resale PS/ALI CAMA trunk/circuit requirements will be discussed at the Joint Planning Meeting with the PSAP. The PSAP is the primary decision-maker for trunk group design, size and routing. A minimum of two dedicated Resale PS/ALI CAMA trunks/circuits must be established per end-user's private switch for the sole purpose of sending 911 calls. These Resale PS/ALI CAMA trunks/circuits must be provisioned to conform to the standard CAMA signaling format. Standard traffic engineering methods must be used to determine the number of transmission paths required to achieve the design blocking objective of P.01 (Probability of 1%) grade of service.
- Resale PS/ALI CAMA trunks/circuits are not available with Digital Switched Service (DSS)

Requirements unique to Resale ISDN PRI include:

- Resale Primary Rate Interface (PRI) trunks, served in a 5ESS Central Office, must order SR and/or ALI as a feature of the Resale ISDN PRI. Resale PS/ALI CAMA trunks/circuits may not be required if your end-user uses Resale ISDN PRI to provide PS/ALI.

Requirements unique to Resale Centrex Plus/Centrex Prime/Centron include:

- Subscribe to the ALI service feature of PS/ALI for any additional locations beyond the Minimum Point of Presence (MPOP), where private facilities are used.

- Request for Resale PS/ALI CAMA trunks/circuits is not required as each station is already assigned a telephone number with ANI capabilities.

Any other requirements will be discussed at the Joint Planning Meeting with Qwest.

## Pricing

### Rate Structure

Qwest retail rates, rate elements, and how they apply to PS/ALI can be found in the state specific Tariffs/Catalogs/Price Lists.

Additional general resale rate structure information is located in the Resale General PCAT.

When placing your request for PS/ALI, you will be charged for establishing the service, for the Resale PS/ALI CAMA trunks/circuits, if applicable, service features, if applicable, and storage of the ALI Resale PBX/Centrex Plus/Centrex Prime/Centron station records. These are independent charges from the actual Resale PBX/Centrex Plus/Centrex Prime/Centron product charges.

Resale PS/ALI service is sold on a month-to-month basis. Nonrecurring and monthly recurring rates are billed to the Resale PS/ALI CAMA trunks/circuits (rates are on a per trunk/circuit basis). The rate elements will include:

Network Access Channel (NAC) – per end-user PBX location.

Channel Connection (CC) – same as NAC (Iowa Only)

Channel Performance (CP) – per end-user PBX location, none applies if PS/ALI rides a DS1

Channel Transmission Parameter (CTP) – same as CP (Iowa Only)

Transport Mileage (TM) – interoffice mileage applies only between different serving wire center and the 911 SR is composed of mileage bands based on a fixed or a per mile rate.

Incoming SR Trunk – per trunk/circuit

- Selective Router (SR)
- Automatic Location Identification (ALI)
  
- Combination of SR and ALI

Resale ISDN PRI/Centrex Plus/Centrex Prime/Centron end-user's not using dedicated Resale PS/ALI CAMA trunk/circuits will only be billed the service feature charge (SR, ALI, combination of SR and ALI). The NAC, CP, CC, CTP and TM rates do not apply.

Nonrecurring and monthly recurring rates, relating to service features (SR, ALI, combination of SR and ALI), are rated per 1,000 access lines served, except in the states of Nebraska, North Dakota, South Dakota, Idaho-Southern, and Wyoming, which are per 100 lines served.

### Rates

Retail rates can be found in the state specific Tariffs/Catalogs/Price Lists. Qwest's retail rates for PS/ALI, less any applicable resale discount, apply to resold PS/ALI. Rates and/or applicable discounts are available in Exhibit A or the specific rate sheet in your Interconnection Agreement or Resale Agreement.

### Tariffs, Regulations and Policies

Additional information can be found in your Interconnection Agreement or your PS/ALI amendment.

### Pre Ordering

Schedule a face-to-face joint planning meeting with the PSAP Authority Board and the Qwest Service Manager.

PS/ALI information required for the Joint Planning Meeting will include:

- E911 PS/ALI Service Provider Authorization form that includes the telephone number ranges allowed for Resale Resale ISDN/PRI/PBX/Centrex Plus/Centrex Plus/Centron end-users.
- Complete name, address and location information for each Resale ISDN-PRI/PBX/Centrex Plus/Centrex Prime/Centron station.

More information on scheduling the face to face Joint Planning Meeting is available in the [Access to Emergency Services \(911/E911\) PCAT](#).

### Ordering

It is important to understand the [Resale General](#) and [Access to Emergency Services \(911/E911\)](#) procedures before ordering PS/ALI

General ordering activities are identified in the [Ordering Overview](#).

The PS/ALI database will be activated at Intrado, Inc., after receiving a valid and accurate station/address file. It is imperative that you work closely with your Qwest Service Manager to determine when the request for the applicable Resale PS ALI CAMA trunks/circuits and features can be submitted.

The service intervals for [Resale Private Line Transport DS0/VG](#) are used when requesting Resale PS/ALI associated with the PS/ALI CAMA trunks/circuits. Refer to Resale Private Line Transport DS0/VG in the [Service Interval Guide \(SIG\)](#).

Resale PS/ALI CAMA trunk/circuit requests are submitted similar to Resale Private Line Transport DS0/VG, requests, using the Qwest [Local Service Ordering Guidelines \(LSOG\)](#) forms via the [Interconnect Mediated Access Graphical User Interface \(IMA GUI\)](#), or [Interconnect Mediated Access Electronic Data Interchange \(IMA EDI\)](#) or by [faxing manual forms](#) to (888) 796-9089.

Adhere to the LSOG guidelines for the Resale Private Line Transport DS0/VG product. The forms used for your request will include:

- Local Service Request (LSR)
- Resale Private Line (RPL)

Detailed information describing field entry requirements are available on the LSOG web page.

Required in the Remarks field in the LSR form is:

- PS/ALI

Required in the Remarks field of the RPL, the PS/ALI feature must be noted as follows:

- SR
- ALI
- Both

When requesting PS/ALI features for Resale /Centrex Plus/Centrex Prime/Centron, you will need to submit the following LSOG forms using Qwest LSOG:

- LSR
- End User Form (EU)
- Centrex Resale Services (CRS)

The requested features need to be noted in the Feature Details section of the CRS:

USOC	Description
9DM	Automatic Location Identification (ALI) (Per 1,000 Station Lines)
9DS	Automatic Location Identification (ALI) (Per 100 Station Lines)
9DW	Automatic Location Identification (ALI), Selective Routing (SR) (Per 1,000 Station Lines)
9NW	Automatic Location Identification (ALI), Selective Routing (SR) (Per 100 Station Lines)
9D2	Selective Routing (SR) (Per 1,000 Station Lines)
9C2	Selective Routing (SR) (Per 100 Station Lines)
9DZ	Selective Routing (SR) & Line Concentration (Per 1,000 Station Lines) (MN Only)

When requesting PS/ALI features for Resale ISDN PRI, you need to submit the following LSOG forms:

- LSR
- EU
- Resale Service (RS)

The requested features need to be noted in the Feature Details section of the RS form.

USOC	Description
9DM	Automatic Location Identification (ALI) (Per 1,000 Station Lines)
9DS	Automatic Location Identification (ALI) (Per 100 Station Lines)
9DW	Automatic Location Identification (ALI), Selective Routing (SR) (Per 1,000 Station Lines)
9NW	Automatic Location Identification (ALI), Selective Routing (SR) (Per 100 Station Lines)
9D2	Selective Routing (SR) (Per 1,000 Station Lines)
9C2	Selective Routing (SR) (Per 100 Station Lines)
9DZ	Selective Routing (SR) & Line Concentration (Per 1,000 Station Lines) (MN Only)

Use of Universal Service Order Codes (USOCs) and Field Identifiers (FIDs) are described in the [USOCs and FIDs Overview](#). Using this overview will assist you in identifying USOCs and FID requirements.

**Provisioning**

General Provisioning and Installation activities can be found in Provisioning in the Access to Emergency Services (911/E911).

A jeopardy occurs on an LSR if a condition exists that threatens timely completion. Jeopardy notification information is described in the Provisioning and Installation Overview.

For information on procedures for updating the ALI Database, refer to the 911 Database Services section of the Access to Emergency Services (911/E911).

### **Billing**

On a monthly basis, Qwest will provide you with billing information that will provide summary account information as well as end-user sub-account information.

Detailed information regarding the Customer Records and Information System (CRIS) Summary Bill, Inquiry and Disputes is described in Billing Information – Customer Records and Information System.

## PS/ALI for Facilities-Based CLECs Unbundled Network Elements Platform (UNE-P) - Download

### DESCRIPTION

**Private Switch/Automatic Location Identification (PS/ALI)** is an additional capability of E911 emergency response systems that provides end-user's using a private telephone switch, such as Unbundled Network Elements Platform (UNE-P) Private Branch Exchange (PBX), UNE-P Integrated Services Digital Network Primary Rate Interface (ISDN PRI), or some UNE-P Centrex/Centrons, with Selective Routing (SR) and/or ALI feature(s) of E911 for individual telephone stations. This additional capability allows the private switch to identify individual subscriber address and location information to the Public Safety Answering Point (PSAP) operator. Additional information about UNE-P can be found in the [UNE-P General PCAT](#).

SR and ALI are defined as follows:

- *Selective Routing (SR)* – allows 911 calls to route to a designated PSAP on the basis of the Automatic Number Identification (ANI) number of the station used to place the call. Calls from different stations within the same prefix could route to different PSAPs.
- *Automatic Location Identification (ALI)* – identifies and forwards the end-user's address and location (and related information) to the PSAP for display on their consoles.

PS/ALI is ordered dependent upon the capabilities of the end-user's private switch. There are three ordering options and the PSAP is the primary decision-maker for these options:

2. If the end-user is not UNE-P ISDN PRI or is not UNE-P Centrex Plus/Centron, then UNE-P PS/ALI Centralized Automatic Message Accounting (CAMA) trunk/circuit are ordered.
5. If your end-user has UNE-P ISDN PRI served from a 5ESS switch, then the SR and/or ALI must be ordered as a feature of the UNE-P ISDN PRI.
6. If your end-user has UNE-P Centrex Plus/Centron and they have extended their station lines to another premises using their own facilities, the SR and/or ALI must be ordered as a feature of the UNE-P Centrex Plus/Centron.

Your end-user's private switch UNE-P Centrex Plus/Centron system will be viewed as a serving wire center/Central Office (CO) within the E911 network. The ANI generated by the private switch will be read, processed and utilized as if it were a typical end office in the E911 system.

The E911 SR will route the E911 PS/ALI call to the appropriate PSAP based on the ANI it receives or the default Emergency Service Number (ESN) assigned to the trunk group. Upon receipt of the information, the PSAP forwards the ANI information to the ALI database over an existing data network where it is then used to retrieve the stored station address and location information. The PSAP monitor then displays the station name, address and location information for handling by the emergency response personnel.

The PS/ALI feature capability is offered separately from E911 services. PS/ALI is available through the terms of Commission-approved Interconnection Agreements that include PS/ALI or through the PS/ALI Service Amendment.

The PS/ALI feature capability consists of ALI database updates (i.e., the ability of your UNE-P PBX/Centrex Plus/Centron end-user to update the ALI database) and the transport of PS/ALI calls (the UNE-P PS/ALI CAMA trunks/circuits to an E911 SR).

### PS/ALI Requirements

You must work directly with your end-user to ensure that the following requirements are met.

Requirements that must be met for PS/ALI:

- For the ALI database update portion of the service, you, or your end-user, are responsible for providing the private switch ALI information directly to Intrado, Inc., which includes the area

code, telephone number, name, address, and location information. The accuracy of the database records is based on the information you, or your end-user, provide to Intrado, Inc.

- End-user's private switch must have Direct Inward Dialing (DID) station numbers
- Provide Qwest and Intrado Inc., with the telephone number ranges used by your end-user's UNE-P PBX/ISDN PRI/Centrex Plus/Centron systems. The E911 PS/ALI Service Provider Authorization form is used to complete this activity. Ensure that the E911 PS/ALI Service Provider Authorization form is completed and updated for end-user changes such as additions or deletions to DID ranges.
- Ensure 911 calls are routed directly into an existing 911 network through the SR
- Ensure your end-user routes only 911 dialed call to the SR
- Ensure that the ANI associated with the individual station line is passed
- Your end-user's switch must provide a full 7-digit or 10-digit numbering system and the associated ANI for every station within the private switch. If the 7-digit or 10 digit number is not dialable, you are responsible to identify the associated call back number to be populated in the database.
- When the station user dials 911, the private switch system must be able to recognize the digits as a completed dialing code. (In some systems, it may be necessary to dial a single digit network access code before dialing 911, i.e., dial "9" to make a call outside of the private switch, prior to dialing 911).

Requirements unique to UNE-P PS/ALI CAMA trunk/circuits-include:

- UNE-P PS/ALI CAMA trunk/circuit requirements will be discussed at the Joint Planning Meeting with the PSAP. The PSAP is the primary decision-maker for trunk group design, size and routing. A minimum of two dedicated UNE-P PS/ALI CAMA trunks/circuits must be established per end-user's private switch for the sole purpose of sending 911 calls. These UNE-P PS/ALI CAMA trunks/circuits must be provisioned to conform to the standard CAMA signaling format. Standard traffic engineering methods must be used to determine the number of transmission paths required to achieve the design blocking objective of P.01 (Probability of 1%) grade of service.
- UNE-P PS/ALI CAMA trunks/circuits are not available with Digital Switched Services (DSS)

Requirements unique to UNE-P ISDN PRI include:

- UNE-P ISDN PRI trunks, served in a 5ESS central office must order SR and/or ALI as a feature of the UNE-P ISDN PRI. UNE-P PS/ALI CAMA trunks/circuits may not be required if your end-user uses UNE-P ISDN PRI to provide PS/ALI.

Requirements unique to UNE-P Centrex Plus/Centron include:

- Subscribe to the ALI service feature of PS/ALI for any additional locations beyond the Minimum Point of Presence (MPOP), where private facilities are used.
- Request for UNE-P PS/ALI CAMA trunks/circuits is not required as each station is already assigned a telephone number with ANI capabilities.



**PS/ALI for Facilities-Based CLECs Unbundled Network Elements Platform (UNE-P) - Download  
Access to Emergency Services (911/E911)**

Any other requirements will be discussed at the Joint Planning Meeting with Qwest.

**Pricing**

When placing your request for PS/ALI, you will be charged for establishing the service for the UNE-P PS/ALI CAMA trunks/circuits, if applicable, service features, if applicable, and storage of the PBX/ISDN PRI/Centrex Plus/Centron station records. These are independent charges from the actual UNE-P PBX/ISDN PRI/Centrex Plus/Centron product charges.

UNE-P PS/ALI service is sold on a month-to-month basis. Nonrecurring and monthly recurring rates are billed to the UNE-P PS/ALI CAMA trunks/circuits (rates are on a per trunk/circuit basis). The rate elements will include:

- Network Access Channel (NAC) – per end-user PBX location.
- Channel Connection (CC) – same as NAC (Iowa Only)
- Channel Performance (CP) – per end-user PBX location, none applies if PS/ALI rides a DS1
- Channel Transmission Parameter (CTP) – same as CP (Iowa Only)
- Transport Mileage (TM) – interoffice mileage applies only between different serving wire center and the 911 SR and is composed of mileage bands based on a fixed or a per mile rate.
- Incoming SR Trunk – per trunk/circuit
- Selective Routing (SR)
- Automatic Location Identification (ALI)
  
- Combination of SR and ALI

UNE-P ISDN PRI/Centrex Plus/Centron end-user's not using dedicated UNE-P PS/ALI CAMA trunk/circuits will only be billed the service feature change (SR, ALI, combination of SR and ALI). The NAC, CP, CC, CTP and TM rates do not apply.

Nonrecurring and monthly recurring rates, relating to service features (SR, ALI, combination of SR and ALI), are rated per 1,000 access lines served, exception in the states of Nebraska, North Dakota, South Dakota, Idaho-Southern, and Wyoming, which are per 100 lines served.

**Rates**

Rates are available in Exhibit A or the specific rate sheet, in your Interconnection Agreement or PS/ALI amendment.

**Tariffs, Regulations and Policies**

Additional information can be found in your Interconnection Agreement or PS/ALI amendment.

**Pre Ordering**

Schedule a face-to-face joint planning meeting with the PSAP Authority Board and the Qwest Service Manager.

PS/ALI information required for the Joint Planning Meeting will include:

- E911 PS/ALI Service Provider Authorization form that includes the telephone number ranges allowed for UNE-P ISDN-PRI/PBX/Centrex Plus/Centron end-users.
- Complete name, address and location information for each customer provided and UNE-P ISDN PRI/PBX/Centrex Plus/Centron station.

More information on scheduling the face to face Joint Planning Meeting is available in the Access to Emergency Services (911/E911) PCAT.

**Ordering**

It is important to understand the Access to Emergency Services (911/E911) procedures before ordering PS/ALI

General ordering activities are identified in the [Ordering Overview](#).

The PS/ALI database will be activated at Intrado, Inc., after receiving your valid and accurate station address file. It is imperative that you work closely with your Qwest Service Manager to determine when the request for the applicable UNE-P PS/ALI CAMA trunks/circuits and features can be submitted.

The service intervals for Enhanced Extended Loop (EEL) DS0 are used when requesting UNE-P PS/ALI CAMA trunks/circuits. Refer to EEL DS0 in the [Service Interval Guide \(SIG\)](#).

UNE-P PS/ALI CAMA trunk/circuit requests are submitted similar to EEL DS0 requests, using the [Qwest Local Service Ordering Guidelines \(LSOG\)](#) forms via the [Interconnect Mediated Access Gateway User Interface \(QMA GUI\)](#), or [Interconnect Mediated Access Electronic Data Interchange \(QMA EDI\)](#) or by faxing forms to (888) 796-9089. The LSOG forms used for your request will include:

- Local Service Request (LSR)
- Resale Private Line (RPL)

Detailed information describing field entry requirements is available on the LSOG web page.

Required in the Remarks field in the LSR form is:

- PS/ALI

Required in the Remarks field of the RPL, the PS/ALI feature must be noted as follows:

- SR
- ALI
- Both

When requesting PS/ALI features for UNE-P Centrex Plus/Centron, you will need to submit the following LSOG forms using Qwest LSOG:

- LSR
- End User Form (EU)
- Centrex Resale Services (CRS)

The requested features need to be noted in the Feature Details section of the CRS:

USOC	Description
ADM	Automatic Location Identification (ALI) (Per 1,000 Station Lines)
SDS	Automatic Location Identification (ALI) (Per 100 Station Lines)
SDW	Automatic Location Identification (ALI), Selective Routing (SR) (Per 1,000 Station Lines)
TNW	Automatic Location Identification (ALI), Selective Routing (SR) (Per 100 Station Lines)
SDR	Selective Routing (SR) (Per 1,000 Station Lines)

9C2	Selective Routing (SR) (Per 100 Station Lines)
9DZ	Selective Routing (SR) & Line Concentration (Per 1,000 Station Lines) (MN Only)

When requesting PS/ALI features for UNE-P ISDN PRI, you need to submit the following LSOG forms:

- LSR
- EU
- Resale Service (RS)

The requested features need to be noted in the Feature Details section of the RS form.

USOC	Description
9DM	Automatic Location Identification (ALI) (Per 1,000 Station Lines)
9DS	Automatic Location Identification (ALI) (Per 100 Station Lines)
9DW	Automatic Location Identification (ALI), Selective Routing (SR) (Per 1,000 Station Lines)
9NW	Automatic Location Identification (ALI), Selective Routing (SR) (Per 100 Station Lines)
9D2	Selective Routing (SR) (Per 1,000 Station Lines)
9C2	Selective Routing (SR) (Per 100 Station Lines)
9DZ	Selective Routing (SR) & Line Concentration (Per 1,000 Station Lines) (MN Only)

Use of Universal Service Order Codes (USOCs) and Field Identifiers (FIDs) are described in the USOCs and FIDs Overview. Using this overview will assist you in identifying USOCs and FID requirements.

### Provisioning

General Provisioning and Installation activities can be found in Provisioning in the Access to Emergency Services (911/E911) PCAT.

A jeopardy occurs on an LSR if a condition exists that threatens timely completion. Jeopardy notification information is described in the Provisioning and Installation Overview.

For information on procedures for updating the ALI Database, refer to the 911 Database Services section of the Access to Emergency Services (911/E911).

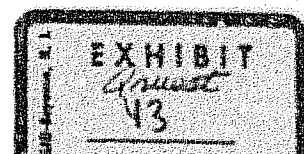
### Billing

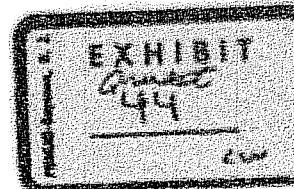
On a monthly basis, Qwest will provide you with billing information that will provide summary account information as well as end-user sub-account information.

Detailed information regarding the Customer Records and Information System (CRIS) Summary Bill, Inquiry and Disputes is described in Billing Information – Customer Records and Information System.

## Arizona SGAT language for E911 Unsuccessful Migrate Record Process

10.3.4.6 Qwest's E911 database administrator, an independent third party, shall resolve failed Local Number Portability migrate records in accordance with the NENA standard, NENA-02-011 Sections 22B.1-2, for Qwest records where Qwest is the Donor Company as defined in the NENA standard. The Qwest E911 database administrator will compare CLEC's (i.e., Recipient Company as defined in the NENA standard) failed migrate records to the Regional Number Portability Administration Center's (NPAC) database once each business day to determine if the migrate record (i.e., ported telephone number) has been activated by the Recipient Company. If the migrate record has been activated by CLEC in the NPAC, the record shall be unlocked and the migrate record processed. If, at the end of ten (10) business days, the NPAC database does not show the migrate record as activated or the record owner identification does not match, the migrate record will be rejected. The E911 database administrator will send reports regarding CLEC's failed migrate records (i.e., 755 error code) and rejected migrate records (i.e., 760 error code) to CLEC or CLEC's designated database administrator. Qwest's E911 database administrator will also resolve failed migrate records for CLEC, where CLEC is the Donor Company, if CLEC specifically authorizes Qwest's E911 database administrator to do so.





BEFORE THE  
PUBLIC UTILITIES COMMISSION  
STATE OF SOUTH DAKOTA

IN THE MATTER OF THE INVESTIGATION            )  
INTO QWEST CORPORATION'S                        )  
COMPLIANCE WITH SECTION 271 (C) OF THE       )  
TELECOMMUNICATIONS ACT OF 1996                )     DOCKET-TC 01-165

QWEST CORPORATION'S  
AFFIDAVIT  
OF  
DENNIS PAPPAS  
CHECKLIST ITEM 4: UNBUNDLED LOOPS  
APRIL 19, 2002

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II. PURPOSE OF AFFIDAVIT .....	3
III. IDENTIFICATION OF AFFIDAVIT PORTIONS ADOPTED .....	3

**I. IDENTIFICATION OF AFFIDAVIT**

Dennis Pappas states as follows:

My name is Dennis Pappas. I am employed by Qwest Communications International ("Qwest") as a Director in the Technical Regulatory Group, Local Network Organization. My business address is 700 Mineral Ave, Room MNH 19.15, Littleton, CO 80120. I have held this position since December 2001. My involvement in the Wholesale organization, focusing mainly on interconnection, began in 1997 for U S WEST, Inc., prior to the merger between Qwest and U S WEST. In 1996 I became the first State Interconnection Manager for Colorado and Wyoming and was responsible for all collocation activity within those states. In 1997 I joined the Wholesale Product Marketing team and led the Unbundled Loop product team as group manager. During that assignment, the team developed many of the Unbundled Loop products that we will discuss in this proceeding. In 1998 I assumed the role as group lead for the collocation team and then in 1999 was promoted to Director of the Wholesale Product Marketing Team. In 2000 I accepted a General Manager's position in U S WEST's Wholesale Emerging and Diversified Markets and had account teams with responsibilities for approximately 75 CLEC accounts within Qwest' central region. I briefly left Qwest in late 2000 after accepting a position of Vice President of Services and subsequently President at TESS Communications until the time when the company filed for bankruptcy. TESS Communications was a facility based CLEC providing Voice, Video, Data and Long Distance to a subscriber base of approximately 1,300 end users in the states of Colorado and Arizona. During my brief stay at TESS, we ordered a number of

unbundled services from Qwest Communications as a means of complimenting the services we were offering to our end users. In August 2001, I rejoined the Wholesale Product Marketing team in a dual role – assisting the Unbundled Loop team in the life cycle management of the product line while supporting Qwest's 271 efforts from a product standpoint. In December of the same year I was promoted to my current position.

I have held numerous management and craft positions with Qwest and U S WEST since June 1978 including Operator Services, Outside Plant Technician, Installation and Repair technician responsible for the installation of POTS and Special Services. I have also performed cable maintenance and splicing activities when the need arose. In 1992 I was promoted into management as a Staff Manager/Service Manager as liaison for the Department of Agriculture and a number of other Government organization including NIST, NCAR, NREL and Rocky Flats. I also supported Network Staff by establishing and implementing best practices within the Local Network Organization. In addition to these positions, I have extensive Wholesale marketing and general telecommunications experience, including the development of written methods and procedures for a number of the Interconnection applications and products.

My formal education includes a Bachelor of Science degree in business administration and a Masters in Telecommunications from the University of Denver.



I have not previously filed testimony in this proceeding in the state of South Dakota.

## II. PURPOSE OF AFFIDAVIT

The purpose of this affidavit is to inform the South Dakota Public Utilities Commission and the parties in this docket that for the hearing beginning on April 22, 2002, I will be adopting portions of the affidavits of Jean M. Liston.

## III. IDENTIFICATION OF AFFIDAVIT PORTIONS ADOPTED

I have read Jean Liston's Direct and Rebuttal affidavits. I am adopting the portions of each affidavit that address unbundled loops. Barbara Brohl is adopting those portions of Ms. Liston's affidavits addressing pre-order loop qualification, and Karen A. Stewart is adopting those portions of Ms. Liston's affidavit addressing Network Interface Devices ("NIDs") and Line splitting. Based on my professional experience, personal knowledge, and information available to me in the normal course of my duties, I will be prepared to present Qwest's compliance with the portion of Checklist Item 4 covering unbundled loops. I will be prepared to receive any cross-examination appropriate to the portions of the affidavits on unbundled loops that I am adopting.

Specifically, I adopt the following portions of "QWEST CORPORATION'S AFFIDAVIT OF JEAN M. LISTON CHECKLIST ITEM 4 – UNBUNDLED LOOPS, LINE SPLITTING AND NIDS" dated October 24, 2001:

Section I. "Executive Summary" as it relates to unbundled loops;

Section II. "Qwest Complies with the FCC's Unbundled Loop Requirements," beginning on page 4, line 12 and ending on page 14, line 10. I also adopt the portion of this section beginning on page 18, line 1, and ending on page 46, line 10;

Exhibit JML-LOOP-4;

Exhibit JML-LOOP-5;

Exhibit JML-LOOP-6;

Exhibit JML-LOOP-7;

Exhibit JML-LOOP-8;

Exhibit JML-LOOP-9;

Exhibit JML-LOOP-10;

Exhibit JML-LOOP-11;

Exhibit JML-LOOP-12;

Exhibit JML-LOOP-13;

Exhibit JML-LOOP-14;

Exhibit JML-LOOP-15; and

Exhibit JML-LOOP-16.

I have reviewed and specifically adopt the following portions of "QWEST CORPORATION'S REBUTTAL AFFIDAVIT OF JEAN M. LISTON CHECKLIST ITEM 4 - UNBUNDLED LOOPS, LINE SPLITTING AND NIDS" dated April 2, 2002:

1. Section I. "Executive Summary" as it relates to unbundled loops;
2. Section II. "Incorporation of SGAT Changes," beginning on page 2, line 13, and ending on page 2, line 21.

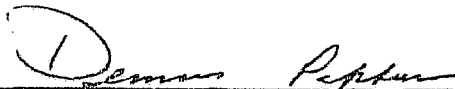
3. Section III. "Access to Unbundled Loops," beginning on page 3, line 1, and ending on page 18, line 4; and page 40, line 12, through page 53, line 18.

4. Exhibit JML-LOOP-1.

This concludes my Affidavit.

Being first duly sworn upon oath, I, Dennis Pappas declare under penalty of perjury under the laws of the United States of America that the foregoing is true and correct to the best of my knowledge, information, and belief.

Executed on this 19<sup>th</sup> day of April 2002.

  
\_\_\_\_\_  
Dennis Pappas

STATE OF COLORADO

COUNTY OF LARIMER

Subscribed and sworn to before me this 19<sup>th</sup> day of April 2002.

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

My Commission Expires:

My Commission Expires 06/20/2004

9.1.14 Qwest will redesignate interoffice facilities (IOF) for CLEC where available, with the exception of interoffice facilities Qwest maintains to ensure sufficient reserve capacity. Separate and apart from the foregoing, in the event Qwest removes from interoffice service, an entire copper IOF cable that is capable of supporting Telecommunications Services, Qwest will make that facility available as Loop facilities for Qwest and CLEC alike.



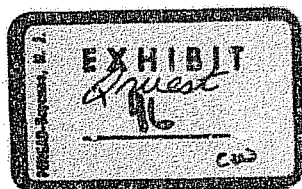
# Wholesale

## Resources

## InterCONNECTION Database

### Loop Data

State: SD					
Code	Total Loops	Loops Available	Loops In Service	Loops w/ Integrated DLC	Loops w/ Universal DLC
ABRDSDCO	32194	11086	18719	0	2377
ARTNSDCO	1963	658	1197	0	102
BLFRSDCO	6037	3278	2154	579	652
BLHKSDCE	5862	1403	3024	0	1237
CAVRSDCO	421	120	302	0	0
CHBLSDCO	4273	1766	2372	0	200
CLMNSDCO	902	442	450	0	0
CNTNSDCO	3910	2312	1765	0	200
DDWDSDCO	5684	3212	1841	0	1011
DESMDCO	1770	561	1111	0	0
ELPNSDCO	2357	1492	654	0	0
FLNSDCO	3216	1466	1572	0	21
FTPRSDCE	2852	1163	1689	0	0
HLCYSDCO	3174	969	1903	0	320
HRBGSDCO	2594	1277	1025	0	672
HURNSDCO	15731	3369	9361	0	1232
IRQSSDCO	673	262	372	0	0
LEADSDCO	5484	3404	1453	0	407
LKPRSDCO	1205	340	700	0	0
MCINSDCO	602	319	266	0	0
MDSNSDCE	8350	3572	4431	0	504
MLBNSDCO	6117	3234	3523	0	61
MILLRSDCO	2978	1253	1614	0	0



MRTWSDCO	557	321	212		
MICHSDCO	16021	4813	10614		
PIRRSDCO	20819	5252	14631	354	
RDFDSDCO	5051	1800	2849		
RPCYSDCO	67257	15700	37414	3035	2700
RPVYSDCO	6245	2308	3722		288
SPRFSDCO	12215	6299	3134	151	1407
STRGSDCO	8155	4920	2707		522
SXFLSDCO	101759	25487	63847	2913	10417
SXFLSDSE	5562	1805	3935		
SXFLSDSW	18887	2797	14164	284	
TEA-SDCO	1984	934	855	30	
TMLKSDCO	1025	395	576		
VOLGSDCO	2279	761	1527		284
VRMLSDCO	12861	4506	8197	68	207
WHWSDCO	1320	957	294		
WRWKSDCO	8503	4386	3705		
WTTWSDCO	20223	6761	11315	2038	2188
YNTNSDCO	15957	8208	7230	2304	341

[Return to the Main Page](#)

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Qwest cannot provide interLATA long distance service originating, interLATA long distance terminating, or interLATA service from or to either end in the states of AZ, CO, ID, IA, MN, MT, NE, ND, NO, OR, SD, UT, WA, and WY. Qwest provides limited service in this conjunction with a separately billed, reduced Global Service Package (GSP).

BEFORE THE  
PUBLIC UTILITIES COMMISSION  
STATE OF SOUTH DAKOTA

IN THE MATTER OF THE INVESTIGATION )  
INTO QWEST CORPORATION'S )  
COMPLIANCE WITH SECTION 271 (C) OF THE )  
TELECOMMUNICATIONS ACT OF 1996 )

DOCKET TC 01-

QWEST CORPORATION'S

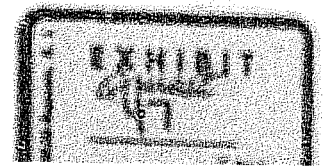
AFFIDAVIT

OF

LORI A. SIMPSON

CHECKLIST ITEM 6 – UNBUNDLED NETWORK ELEMENTS - SWITCHING

OCTOBER 24, 2001





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1  
2 **AFFIDAVIT**

3  
4 **OF**

5  
6 **LORI A. SIMPSON**

7  
8  
9 **Checklist Item 6 — Unbundled Network Elements – Switching**

10  
11 Lori A. Simpson states as follows:

12 My name is Lori A. Simpson. My business address is 301 West 65<sup>th</sup> Street,  
13 Minneapolis, Minnesota. I am Director – Legal Issues for Qwest Corporation ("Qwest").  
14 I submit this Affidavit in support of Qwest's application for authority to provide interLATA  
15 services originating in South Dakota. In this Affidavit, I show that Qwest has complied  
16 with Checklist Item 6 of Section 271 of the Telecommunications Act of 1996 ("1996 Act"  
17 or "Act") as it relates to local switching.<sup>1</sup>

18 I base this affidavit on professional experience, personal knowledge, and  
19 information available to me in the normal course of my duties, including records  
20 regularly kept in the course of business by Qwest.<sup>2</sup>

21 **I. EXECUTIVE SUMMARY**

22 Qwest provides competitive local exchange carriers ("CLECs") unbundled local  
23 switching ("unbundled switching") in compliance with the requirements of both Section  
24 271(c)(2)(B)(vi) (Checklist Item Number 6) and Section -Switch-1(b)(3) of the 1996 Act

---

<sup>1</sup> See 47 U.S.C. § 271(c)(2)(B)(vi).

<sup>2</sup> A description of my professional experience and education is included in Exhibit LAS-Switch-1 to this Affidavit.

1 regarding unbundled switching. Qwest provides CLECs with unbundled switching  
2 pursuant to Qwest's Statement of Generally Available Terms and Conditions ("SGAT")  
3 and Qwest's Commission-approved interconnection agreements with CLECs.

4 Qwest provides local circuit switching unbundled from transport, local loops and  
5 other services. All the features, functions, and capabilities of Qwest's switches are  
6 available to CLECs that obtain unbundled local switching. Unbundled local circuit  
7 switching, available as a line-side or a trunk-side port, consists of access to all of the  
8 vertical switch features available to Qwest's retail end user customers and local switch  
9 usage. In addition, Qwest is prepared to provide CLECs with access to vertical switch  
10 features either (1) currently resident, or (2) not currently loaded in its switches, but  
11 technically feasible, that Qwest does not offer to its retail end user customers. As part  
12 of its unbundled local circuit switching offering, Qwest provides CLECs with details of  
13 local originating minutes of use for use of the switch and for use of shared transport,  
14 and provides billing details necessary to bill interexchange carriers for interexchange  
15 access to the CLECs' end users. Qwest also provides access to unbundled local  
16 tandem switching facilities. Unbundled local tandem switching consists of access to  
17 tandem trunk ports and local tandem use.

18 Qwest, therefore, provides unbundled switching in compliance with the 1996 Act  
19 and the FCC's rules. For these reasons, the South Dakota Public Utilities Commission  
20 should find that Qwest has satisfied all of the requirements of Checklist Item 6.

1 II. QWEST PROVIDES UNBUNDLED LOCAL SWITCHING IN COMPLIANCE  
2 WITH THE ACT AND THE FCC'S RULES

3 Section 271(c)(2)(B)(vi) of the 1996 Act requires a Bell Operating Company  
4 ("BOC") to provide "local switching unbundled from transport, local loop transmission, or  
5 other services."<sup>3</sup> Qwest provides CLECs unbundled access to the following types of  
6 local switching in compliance with the Act and the FCC's rules: (1) local circuit  
7 switching unbundled from transport, local loops and other services; and (2) local tandem  
8 switching facilities.<sup>4</sup>

9 In previous orders concerning Section 271 applications of other BOCs, the FCC  
10 outlined eight individual items that a BOC must demonstrate it provides in order to  
11 comply with checklist item 6: (1) line-side and trunk-side facilities; (2) basic switching  
12 functions; (3) vertical features; (4) customized routing; (5) shared trunk ports; (6)  
13 unbundled tandem switching; (7) usage information for billing exchange access; and (8)  
14 usage information for billing for reciprocal compensation.<sup>5</sup> As detailed below, Qwest  
15 provides all of these items to requesting CLECs. The switching element is unbundled

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<sup>3</sup> See 47 U.S.C. § 271(c)(2)(B)(vi).

<sup>4</sup> See 47 C. F.R. §§ 51.319(c)(1), (3) and (4).

<sup>5</sup> Application by Bell Atlantic New York for Authorization Under Section 271 of the Communications Act to Provide In-Region, InterLATA Service in the State of New York, Memorandum Opinion and Order, CC Docket No. 99-295, FCC 99-404, 15 FCC Rcd 3953, ¶ 345 (rel. Dec. 22, 1999) ("Bell Atlantic New York Order"); Joint Application by SBC Communications, Inc., Southwestern Bell Telephone Co., and Southwestern Bell Communications Services, Inc. dba Southwestern Bell Long Distance for Provision of In-Region, InterLATA Services in Kansas and Oklahoma, Memorandum Opinion and Order, CC Docket No. 00-217, FCC 01-29, 16 FCC Rcd 6237, ¶ 242 (rel. Jan. 22, 2001) ("SBC Kansas Oklahoma Order").

1 from transport, local loops and other services and the FCC's rules.<sup>6</sup> As required by the  
2 FCC, Qwest also provides access to line-side and trunk-side facilities, basic switching  
3 functions, vertical features, and customized routing.

4 The features, functions, and capabilities of the local switch available to CLECs  
5 include, but are not limited to, the basic switching function of connecting lines to lines,  
6 lines to trunks, trunks to lines and trunks to trunks.<sup>7</sup> It also includes the same basic  
7 capabilities available to Qwest retail end users, on a line-by-line basis, such as  
8 telephone number; directory listing; dial tone; signaling; on/off hook detection; audible  
9 and power ringing; automatic message recording; blocking options; access to 911,  
10 Qwest's operator services, and Qwest's directory assistance service.<sup>8</sup>

11 Intervals for provisioning unbundled local switching elements and activating  
12 vertical switch features are provided in Exhibit C to the South Dakota SGAT. A CLEC  
13 may purchase unbundled local switching on a stand-alone basis or in combination with  
14 other unbundled network elements ("UNEs") in order to provide local service to its end  
15 user customers.<sup>9</sup>

16 Qwest provides competitors with access to unbundled switching pursuant to  
17 Section 9 of its South Dakota SGAT and pursuant to its Commission-approved  
18 interconnection agreements with CLECs. Qwest's SGAT was updated as a result of

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<sup>6</sup> See 47 U.S.C. § 251(c)(3) and 47 C.F.R. § 51.319(e)(1).

<sup>7</sup> See SGAT § 9.11.1.1.

<sup>8</sup> See SGAT §§ 9.11.1.1 and 9.11.1.5.

<sup>9</sup> See SGAT §§ 9.23 and 9.11.

1 consensus reached in collaborative Section 271 workshop processes from twelve other  
2 states, conducted on an open basis with full, active, and equal participation by  
3 competitors, facilitators, administrative law judges, and state commission staffs. Qwest  
4 witnesses were subject to cross-examination throughout the rigorous workshop  
5 process. Specifically, Qwest's SGAT was updated with the input of competitors and  
6 commission staffs through collaborative Section 271 workshops in Arizona, Colorado,  
7 Oregon, Washington, and the seven-state collaborative Section 271 workshops  
8 involving Idaho, Iowa, Utah, Montana, North Dakota, Wyoming, and New Mexico.<sup>10</sup>  
9 Although South Dakota did not participate in the Section 271 collaborative workshops,  
10 Qwest has filed an updated SGAT in South Dakota that includes the consensus  
11 language developed through the collaborative workshop processes in other states, so  
12 that South Dakota CLECs would also benefit from agreements reached in those  
13 workshops. Through these multiple, rigorous workshops, Qwest has reached  
14 consensus on all issues for which consensus is possible.

15 **A. Qwest Provides Unbundled Local Circuit Switching in Compliance with the**  
16 **Act and the FCC's Rules.**

17  
18 Qwest provides the unbundled local circuit switching element to CLECs in South  
19 Dakota in a nondiscriminatory manner.<sup>11</sup> The unbundled local switching capability  
20 network element available to CLECs is defined as (1) line-side facilities, which include,  
21 but are not limited to, the connection between a loop termination at a main distribution

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<sup>10</sup> Additionally, Nebraska conducted formal hearings, but also incorporated the entire record from the multi-state collaborative process.

<sup>11</sup> See SGAT § 9.11.

1 frame and a switch line card; (2) trunk-side facilities, which include, but are not limited  
2 to, the connection between the trunk termination at a trunk-side cross-connect panel  
3 and a switch trunk card; and (3) all features, functions and capabilities of the switch.<sup>12</sup>  
4 Qwest offers analog and digital line ports. Qwest also offers several types of trunk  
5 ports, including, but not limited to, DS1, DS3 and OCN trunk ports (including local  
6 message); PRI ISDN trunk ports; DIDPBX trunk ports; and DS0 analog trunk ports,  
7 which can be configured as DID, DOD and two-way.<sup>13</sup> If unbundled local circuit  
8 switching is ordered on a stand-alone basis, the CLEC may connect its loops to the  
9 unbundled local switched network for termination of its local traffic, to access switch  
10 functionality for its local exchange access service, and to provide billing detail for its  
11 local exchange access.<sup>14</sup>

12 **B. Qwest Provides Unbundled Local Tandem Switching in Compliance with**  
13 **the Act and the FCC's Rules.**  
14

15 Qwest offers unbundled local tandem switching to CLECs, as required by the Act  
16 and the FCC's rules. The FCC's requirement, found at 47 C.F.R. § 51.319(c)(3), to  
17 provide access to unbundled local tandem switching includes (1) trunk-connect facilities,  
18 including but not limited to the connection between trunk termination at a cross-connect  
19 panel and a switch trunk card; (2) the basic switching function of connecting trunks to  
20 trunks; and (3) the functions that are centralized in local tandem switches (as

12 See 47 C.F.R. § 51.319(c)(1).

13 See SGAT §§ 9.11.1.5. and 9.11.1.12.

14 See SGAT § 9.11.5.

1 distinguished from separate end-office switches), including, but not limited to, call  
2 recording, the routing of calls to operator services, and signaling conversion features.  
3 Qwest's South Dakota SGAT incorporates these requirements.<sup>15</sup>

4 If a Qwest wire center subtends only an access tandem and does not subtend a  
5 local tandem, Qwest will provide unbundled access to that access tandem.<sup>16</sup> The local  
6 tandem switching element includes the facilities connecting the trunk distribution frames  
7 to the switch and all the functions of the switch itself, including those facilities that  
8 establish a temporary transmission path between two other switches, but does not  
9 include the transport needed to complete the call.<sup>17</sup> The local tandem switching  
10 element also includes the features, functions and capabilities that are centralized in  
11 local tandem switches, and their adjuncts, if any, rather than in separate end office  
12 switches.<sup>18</sup>

13 Qwest will perform testing through the unbundled local tandem switching element  
14 for CLECs in the same manner and frequency that it performs such testing for itself. To  
15 the extent that Qwest manages congestion for local tandem switching for itself, it would  
16 also control congestion points for CLECs purchasing the unbundled local tandem  
17 switching element.

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<sup>15</sup> See SGAT § 9.10.2.2.

<sup>16</sup> See SGAT § 9.10.1.2.

<sup>17</sup> See SGAT § 9.10.1.1.

<sup>18</sup> See SGAT § 9.10.1.1.



1    **C.    Qwest Provides Vertical Switch Features with Unbundled Switching**

2  
3        Qwest provides CLECs that purchase use of the unbundled switching element  
4 with access to all vertical switch features, which are software attributes on end office  
5 switches, that the switch is capable of providing, including, but not limited to, custom  
6 calling, CLASS features, and Centrex capabilities, as well as any technically feasible  
7 customized routing, automatic message accounting ("AMA") recording, and call type  
8 blocking options.<sup>19</sup> Access to vertical switch features includes access to all features  
9 that are loaded in a Qwest switch.<sup>20</sup> Additionally, Qwest has established the Special  
10 Request Process ("SRP") to allow CLECs to request activation of features that are  
11 resident in the switch but that Qwest does not provide to its retail end users. Exhibit F  
12 to the South Dakota SGAT describes the SRP. Qwest also goes beyond what is  
13 required by the FCC by allowing CLECs to request that features that are not currently  
14 resident in the switch be loaded into the switch.<sup>21</sup> CLECs also request these features  
15 through the SRP.

16        Exhibit E to the South Dakota SGAT includes the general list of vertical features  
17 available with unbundled switching. CLECs may also obtain the list of vertical switch

---

<sup>19</sup> See SGAT §§ 9.11.1.1, 9.11.2.1, 9.12.1.

<sup>20</sup> See SGAT § 9.11.2.1.

<sup>21</sup> See SGAT §§ 9.11.2.1 and 9.11.4.4. See also Application of BellSouth Corporation, BellSouth Telecommunications, Inc., and BellSouth Long Distance, Inc., for Provision of In-Region, InterLATA Services in Louisiana, Memorandum Opinion and Order, CC Docket No. 98-121, FCC 98-271, 13 FCC Rcd 20599, ¶ 218 (rel. Oct. 13, 1998) ("BellSouth Louisiana II Order").

1 features available in each of Qwest's switches from Qwest's web site.<sup>22</sup> In addition, a  
2 CLEC that uses the Interconnection Mediated Access - Graphical User Interface ("IMA-  
3 GUI") can determine switch feature availability, by Qwest switch, through that interface.  
4 Both the PCATs and the IMA-GUI provide switch features with their universal service  
5 order codes ("USOCs") that may be used by CLECs for ordering the features, as well as  
6 narrative descriptions of the features.

7 CLECs may order individual vertical switch features with each unbundled switch  
8 element, and are not required to order bundled features, unless features are only  
9 technically available in a bundle.<sup>23</sup> CLECs may request that feature packages be  
10 developed via the SRP for ease of ordering.

11 Qwest's Advanced Intelligent Network ("AIN") services are not available with  
12 unbundled switching. Qwest complies with the FCC's UNE Remand Order, where the  
13 FCC found that an ILEC is not required to unbundle AIN service software or features if  
14 the incumbent LEC provides access to its AIN platforms, which Qwest does.<sup>24</sup> Qwest  
15 provides access to its AIN databases, its Service Creation Environment ("SCE"), its  
16 Service Management System ("SMS"), and its Signaling Transfer Points ("STPs") so

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<sup>22</sup> Vertical features available, by switch, may be found on Qwest's web site at:  
[http://www.qwest.com/cgi-bin/iconnswitch\\_features.cgi](http://www.qwest.com/cgi-bin/iconnswitch_features.cgi).

<sup>23</sup> See SGAT § 9.11.3.4.

<sup>24</sup> Implementation of the Local Competition Provisions of the Telecommunications Act of 1996, Third Report and Order and Fourth Further Notice of Proposed Rulemaking, CC Docket No. 96-98, FCC 99-238, 15 FCC Rcd 3696, ¶¶ 409, 418-419. (rel. Nov. 5, 1999) ("UNE Remand Order").

1 that CLECs may develop their own AIN features.<sup>25</sup> However, if features that are loaded  
2 on Qwest's switches are migrated to Qwest's AIN platform for Qwest's own use, Qwest  
3 will retain software for such features on its switches for the use of CLECs.<sup>26</sup>

4 The FCC stated in the UNE Remand Order:

5 We agree with Ameritech that unbundling AIN service software such as  
6 "Privacy Manager" is not "necessary" within the meaning of the standard in  
7 section -Switch-1(d)(2)(A). In particular, a requesting carrier does not need  
8 to use an incumbent LEC's AIN service software to design, test, and  
9 implement a similar service of its own. (820) Because we are unbundling the  
10 incumbent LECs' AIN databases, SEC, SMS, and STPs, requesting carriers  
11 that provision their own switches or purchase unbundled switching from the  
12 incumbent will be able to use these databases to create their own AIN  
13 software solutions to provide services similar to Ameritech's "Privacy  
14 Manager." They therefore would not be precluded from providing service  
15 without access to it. **Thus, we agree with Ameritech and BellSouth that**  
16 **AIN service software should not be unbundled.**<sup>27</sup>

17 All of the AIN features Qwest has deployed in its network are proprietary to  
18 Qwest and are covered by patents, copyright, trade secret, and trademarks. While  
19 Qwest uses platforms developed by Telcordia for the development and deployment of  
20 all Qwest AIN services, those platforms have a component, called SPACE (Service

---

<sup>25</sup> See SGAT § 9.14.1.1 (SCE); § 9.13.1.1 (STPs); § 9.13.1.1 (SMS); and § 9.14.1.2 and 9.14.2.2. (AIN platform). To clarify, SGAT § 9.14.1.1 does not use the term "Service Creation Environment" or "SCE". Section 9.14.1.1. describes the "Service Creation Environment" by the use of the phrase "Qwest's AIN service application development process." Local Competition Provisions in the Telecommunications Act of 1996; Interconnection between Local Exchange Carriers and Commercial Mobile Radio Service Providers, Order, CC Docket No. 96-98, FCC 96-3-Switch-, 11 FCC Rcd 15499, ¶ 488 (rel. Aug. 8, 1996) ("Local Competition Order").

<sup>26</sup> See SGAT § 9.11.1.3.1.

<sup>27</sup> See UNE Remand Order, ¶ 419 (emphasis added) (footnotes 820 and 821 were omitted).

1 Provisioning and Creation Environment), that is used to create new and unique  
2 services. SPACE is software owned by Telcordia and is proprietary to Telcordia.  
3 SPACE is a programming language that Qwest uses to compile and create its own AIN  
4 features. SPACE converts computer programs written in a text format into computer  
5 code. AIN features are programs that Qwest's engineers create and write. Qwest has  
6 developed the AIN services and features it has deployed. The former Advanced  
7 Technologies (AT) organization within Qwest wrote the service requirements and design  
8 documents. In all cases but one, the AT organization did the development (that is, the  
9 "coding") of the service using the SPACE software mentioned above. This one  
10 exception was due to a resource constraint at AT, and the work was contracted to  
11 Telcordia to do the actual "coding" of the service on SPACE.<sup>28</sup> In all cases for all  
12 services, AT then did the product testing and deployment of the service into the Qwest  
13 network.

14 In addition to the requirements, design, implementation, and testing, AT assisted  
15 various Qwest business units in performing end user customer testing on various AIN  
16 features and functions. In addition to Qwest's engineers, developers, and testers, AT  
17 employed several staff personnel who would work with end user customer participants  
18 to discover the end user customers' reactions to different feature sets. Based on these  
19 tests, and the analysis of AT staff personnel, specific recommendations were made to  
20 the requirements, design, and implementation of most of these AIN features.

---

<sup>28</sup> This exception was a work for hire.

1           The AIN features that Qwest has developed are also unique as to their actual  
2 design based on unique aspects of Qwest's retail business. Qwest has specified the  
3 requirements for all such features based on its unique retail end user customer base  
4 based on the unique aspects to the demographics in Qwest's particular region, and in  
5 some cases, based on state PUC requirements. In addition, feature implementation is  
6 also unique because of the framework that Qwest has developed for the execution and  
7 support of AIN services. For example, Qwest has developed several feature managers  
8 (for which a patent was granted in 1995) that allows Qwest to provision more than one  
9 AIN service to an end user customer.

10           All of the AIN features that Qwest has deployed in its network are covered by  
11 patents or pending patents. Confidential Exhibit LAS-Switch-2 is a list that identifies  
12 Qwest's patents that cover Qwest's AIN features. All of the patents that have a seven  
13 digit number preceding them, all of which start with the number "5", are existing patents  
14 All of the patents that have a two digit number (like "08" or "09"), followed by a  
15 backslash and a six digit number, are pending patents as of October 26, 2000. The AIN  
16 features are proprietary independent of the patents and are also protected by copyright  
17 and Qwest has trademarks on several of the service names.

18           The work on these patents is substantially performed first, and then the patent  
19 application is filed. An exception to this rule is patent number 5,448,631, which is listed  
20 as a patent under every AIN feature. This patent was filed before AIN was deployed  
21 This patent covers the basic concept of how Qwest sets up more than one AIN feature

1 on a line and allows AIN features to be added on an automated basis. It also resolves  
2 execution conflicts among AIN features regarding which one should execute first (e.g.,  
3 the "No Solicitation" feature vs. the "Do Not Disturb" feature).

4 In sum, the FCC has determined that an ILEC's AIN features do not have to be  
5 provided with unbundled switching when ILECs make the AIN platform available for  
6 CLECs to develop their own AIN features, as Qwest does. Because CLECs can  
7 develop their own AIN features, this restriction in no way disadvantages CLECs in  
8 providing features with unbundled switching.

9 **D. Qwest Provides Customized Routing**

10 A CLEC using unbundled switching elements will have its unbundled switching  
11 traffic routed onto Qwest's common network (*i.e.*, shared transport facilities) according  
12 to the same criteria that Qwest applies to its own retail end users' calls.<sup>29</sup> All such  
13 routing to the shared transport facilities is done using the existing Qwest switch routing  
14 table. This means, for example, that a CLEC's end users' calls to directory assistance  
15 would be routed to Qwest's directory assistance platform using Qwest's shared  
16 transport facilities and routing tables.

17 However, if a CLEC using unbundled switching wishes to have some or all of its  
18 traffic routed differently than Qwest's end user traffic is routed, the CLEC can order  
19 customized routing.<sup>30</sup> For example, if the CLEC wishes to have its end users' directory  
20

---

<sup>29</sup> See SGAT § 9.12.2.2.

<sup>30</sup> See SGAT § 9.12.1.1.

1 assistance calls routed its own or a third party's directory assistance platform, the CLEC  
2 uses customized routing. With customized routing, the CLECs' directory assistance  
3 traffic is identified and routed to the CLEC's dedicated transport facilities that would  
4 transport the traffic to the CLECs' designated directory assistance platform.<sup>31</sup>

5 **E. Unbundled Switching Provided in South Dakota**

6  
7 South Dakota CLECs have not made any requests for stand-alone unbundled  
8 switching. The Regional Oversight Committee ("ROC"), which oversees the  
9 collaborative process between Qwest and numerous CLECs to negotiate wholesale  
10 performance measures, has not adopted specific performance measurements for stand-  
11 alone switching. However, unbundled network element – platform ("UNE-P")  
12 combination service necessarily includes the unbundled switching element. As of  
13 August 31, 2001, Qwest provides 16,411 UNE-P combination services to five CLECs in  
14 South Dakota. Thus, Qwest is also providing five CLECs with 16,411 unbundled  
15 switching elements, in combination with other UNEs, in South Dakota. Performance  
16 data for UNE-P combination services for South Dakota demonstrate that Qwest is  
17 successfully and promptly installing and repairing UNE-P combinations, and thus, also  
18 unbundled switching, for South Dakota CLECs in commercial quantities.

19  
20 Notwithstanding the lack of CLEC demand for stand-alone switching and the  
21 ROC's decision that performance measures were unnecessary, Qwest has developed  
22 methods and procedures for providing stand-alone unbundled local switching and is  
23 prepared to provision it upon request in a manner that allows CLECs a meaningful

31 See 8GAT § 9.12.2.2(b).

1 opportunity to compete. Qwest provides unbundled switching using a defined order and  
2 provisioning flow. Exhibit LAS-Switch-3 to this Affidavit contains a task list that identifies  
3 the tasks to be performed by Qwest systems and personnel when Qwest receives an  
4 order for stand-alone unbundled local switching. Qwest will also maintain unbundled  
5 local switching using the defined task flow described above. Qwest will follow the steps  
6 outlined in the process flow when it receives a repair call for stand-alone unbundled  
7 local switching.

8 **F. Qwest Bench Test for Unbundled Switching**

9  
10 Qwest has conducted a "bench test" that demonstrates that Qwest can, upon  
11 CLEC request, provision and maintain unbundled local switching in a timely and  
12 nondiscriminatory manner. Under the bench test, the provisioning of unbundled local  
13 switching, as well as the repair, maintenance and the billing related to the switching  
14 element, were tested. In the test, actual "CLEC" unbundled network element orders  
15 were successfully placed and the orders were provisioned following the provisioning  
16 processes outlined in the provisioning task list contained in Exhibit LAS-Switch-3. An  
17 ASR or LSR was completed and sent to the Service Delivery Coordinator, and orders  
18 were then sent through the entire provisioning process, using all of the appropriate  
19 operations support systems ("OSS"). Unbundled switching was successfully  
20 provisioned, and billing was established.

21 The bench test also included the transmission of "test calls" over the unbundled  
22 elements that were provisioned. The test calls generated local minutes of use that were  
23 captured by recording equipment, allowing a summary bill to be created. After



1 provisioning was completed, trouble reports were processed to test and validate Qwest  
2 processes and procedures for the repair and maintenance of these services. A  
3 complete description of the 1999 bench test methodology and the results of the test are  
4 contained in Exhibit LAS-Switch-4 to this Affidavit.

5 **G. Exception to Requirement to Provide Unbundled Switching**

6  
7 Notwithstanding the general requirements to provide access to unbundled  
8 switching, the FCC has ruled that an incumbent local exchange carrier ("ILEC") is not  
9 required to provide access to unbundled switching in those instances when the  
10 requesting telecommunications carrier serves an end user customer with four or more  
11 voice grade lines or equivalents, provided that the ILEC provides nondiscriminatory  
12 access to combinations of loops and transport (commonly known as "Enhanced  
13 Extended Link" or "EEL"), in the top 50 metropolitan statistical areas (MSAs) in the  
14 country, in "density zone 1" areas.<sup>32</sup> Because no such density zones are located within  
15 South Dakota, this exception does not apply.<sup>33</sup>

16 **H. Unbundled Switching Billing Data**

17  
18 Under the terms of its South Dakota SGAT, Qwest provides CLECs with a  
19 monthly summary bill listing charges for all CLEC unbundled switching elements.

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<sup>32</sup> See 47 C.F.R. § 51.319(c)(2); Implementation of the Local Competition Provisions of the Telecommunications Act of 1996, CC Docket No. 96-98, Supplemental Order, CC Docket No. 96-98, FCC 99-370, 15 FCC Rcd 1760 (rel. Nov. 24, 1999) ("Supplemental Order"); Implementation of the Local Competition Provisions of the Telecommunications Act of 1996, Supplemental Order Clarification, CC Docket No. 96-98, FCC 00-183, 15 FCC Rcd. 9587 (rel. June 2, 2000) ("Supplemental Order Clarification").

<sup>33</sup> See SGAT § 9.11.2.5.1.

1 including switch port rate, including local originating switch and shared transport  
2 minutes of use, and intrastate toll (if applicable).<sup>34</sup> Qwest also provides CLECs with  
3 switched access records for switched access usage. Switched access records may be  
4 used by the CLEC to bill interexchange carriers for use of the CLEC's unbundled  
5 switching elements for purposes of providing interLATA toll calls.

6 Qwest provides CLECs with local originating billing information. Qwest does not  
7 provide CLECs billing records for terminating local calls completed to the CLECs'  
8 unbundled local switching ports. Qwest does not have the technical capability to  
9 capture such terminating local usage. Furthermore, when CLECs purchase unbundled  
10 local switching, Qwest does not charge those CLECs for any terminating local calls that  
11 are completed to their end user customers using the local switching element provided  
12 by Qwest. Because Qwest does not charge these carriers for these calls, they do not  
13 incur any costs to terminate such calls, and, therefore, are not entitled to charge  
14 reciprocal compensation to any carrier and have no need for billing records.

15 **III. RESOLUTION OF ISSUES IN MULTISTATE AND OTHER STATE**  
16 **WORKSHOPS**

17 A collaborative 271 workshop was conducted for this checklist item as part of  
18 Multi-state 271 proceedings, and it included participation by CLECs, by other interested  
19 parties, by the commission staffs from the states of Idaho, Iowa, Montana, New Mexico,  
20 North Dakota, Utah and Wyoming. Interested parties made written and oral comments  
21 concerning Qwest's compliance with the Act's and the FCC's requirements for

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<sup>34</sup> See SGAT § 9.11.5.3.

1 unbundled switching, and seeking changes to numerous SGAT provisions. Qwest  
2 collaborated with and made concessions to CLECs on many issues and made  
3 numerous SGAT changes.

4 At the close of the multi-state workshops on unbundled switching, four issues  
5 remained unresolved. The facilitator made recommendations concerning the resolution  
6 concerning the four unresolved issues in Qwest's favor, and no SGAT changes were  
7 recommended by the facilitator.<sup>35</sup>

8 Qwest, CLECs, Commission staffs, and other parties also participated in 271  
9 collaborative workshops concerning unbundled switching in Washington, Oregon,  
10 Colorado, and Arizona, as well as in a hearing in Nebraska. Qwest received many  
11 requests from CLECs for changes to SGAT language concerning unbundled switching  
12 during the course of most of those proceedings. Qwest collaborated with and made  
13 concessions to CLECs resulting in changed SGAT language.

14 Thus far, all state commissions that have considered Qwest's compliance with  
15 Checklist Item 6 have found that Qwest satisfies the requirements subject to satisfactory  
16 performance in the ROC OSS test.

17 All SGAT changes agreed to in other states for unbundled switching have been  
18 included in the South Dakota SGAT filed on the same date that this Affidavit was filed.

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<sup>35</sup> See Facilitator's Multi-State Report on Unbundled Network Elements, at 92-96  
(Multi-State Workshop Aug. 20, 2001).

1 **IV. CONCLUSION**

2 For the foregoing reasons, Qwest has satisfied the requirements of Section  
3 271(c)(2)(B)(vi) for the Act regarding unbundled local switching. The South Dakota  
4 Public Utilities Commission should conclude that Qwest has satisfied this checklist item.

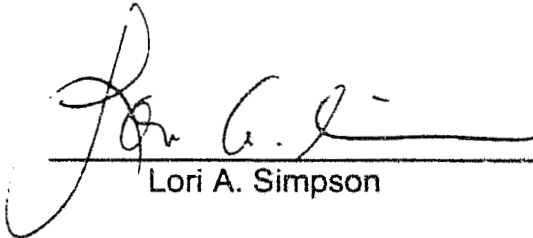
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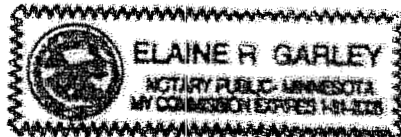
7

I declare under penalty of perjury under the laws of the United States of America that the foregoing is true and correct to the best of my knowledge, information, and belief.

Executed on this 28<sup>th</sup> day of September, 2001.

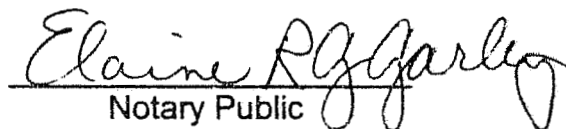
  
\_\_\_\_\_  
Lori A. Simpson

STATE OF MINNESOTA



COUNTY OF HENNEPIN

Subscribed and sworn to before me this 28<sup>th</sup> day of September, 2001.

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

BEFORE THE  
PUBLIC UTILITIES COMMISSION  
STATE OF SOUTH DAKOTA

IN THE MATTER OF THE INVESTIGATION            )  
INTO QWEST CORPORATION'S                        )  
COMPLIANCE WITH SECTION 271 (C) OF THE       )  
TELECOMMUNICATIONS ACT OF 1996                )     DOCKET TC 01-

QWEST CORPORATION'S

EXHIBITS to the AFFIDAVIT

OF

LORI A. SIMPSON

CHECKLIST ITEM 6 – UNBUNDLED NETWORK ELEMENTS – SWITCHING

OCTOBER 24, 2001

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DESCRIPTION

EXHIBIT

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### QUALIFICATIONS OF LORI A. SIMPSON

I have been employed by Qwest Corporation, formerly Northwestern Bell Telephone Company and U S WEST Communications, for 28 years. During that time I have worked in the network organization, the carrier organization, Operator and Information Services, the large and small business retail organizations, as well as the residence retail organization. Prior to my work on the 271 team, I most recently held positions related to the Company's legal and regulatory compliance.

I have a Bachelor of Arts degree from the University of Minnesota in Minneapolis, Minnesota, and a Juris Doctor degree from William Mitchell Law School in St. Paul, Minnesota.

I base this affidavit on professional experience, personal knowledge, and information available to me in the normal course of my duties, including records regularly kept in the course of business by Qwest. As part of Qwest's work to ensure its compliance with Section 271, I have participated extensively for more than one year in all of the collaborative state workshops addressing this checklist item in Arizona, Colorado, Oregon, Washington, and the seven-state joint Section 271 workshops involving Idaho, Iowa, Utah, Montana, North Dakota, Wyoming, and New Mexico. Each of these five workshop processes were collaborative, conducted on an open basis with full, active, and equal participation by competitors and state commission staffs. I also participated in the Section 271 proceedings in Nebraska.



**Confidential and Proprietary Exhibit LAS-SWITCH-2C**

Qwest Corporation

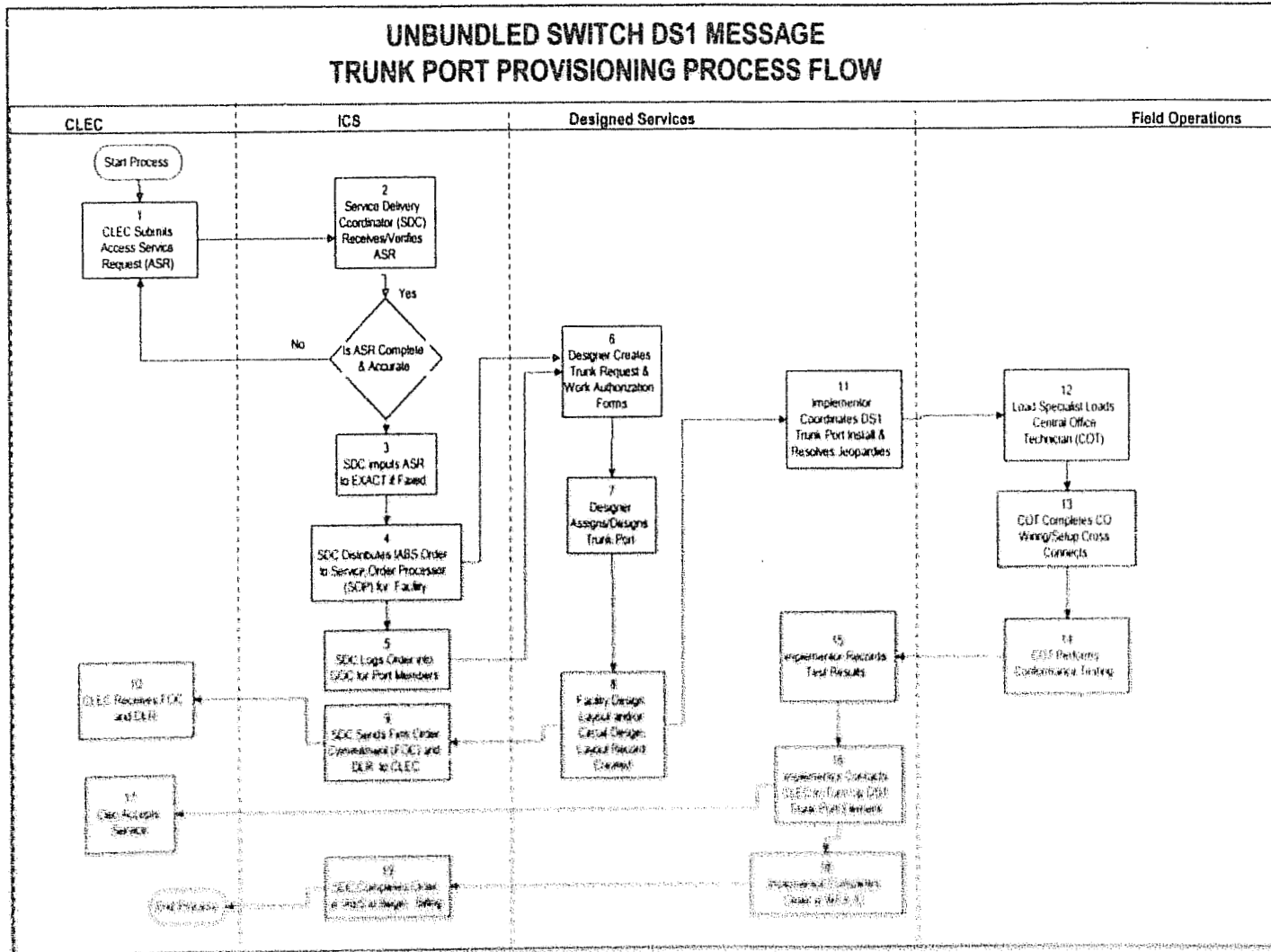
Docket No. TC 01-\_\_

Checklist Item 6 – Unbundled Network Elements – Switching

October 24, 2001

# CONTINUATION

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# CONTINUATION

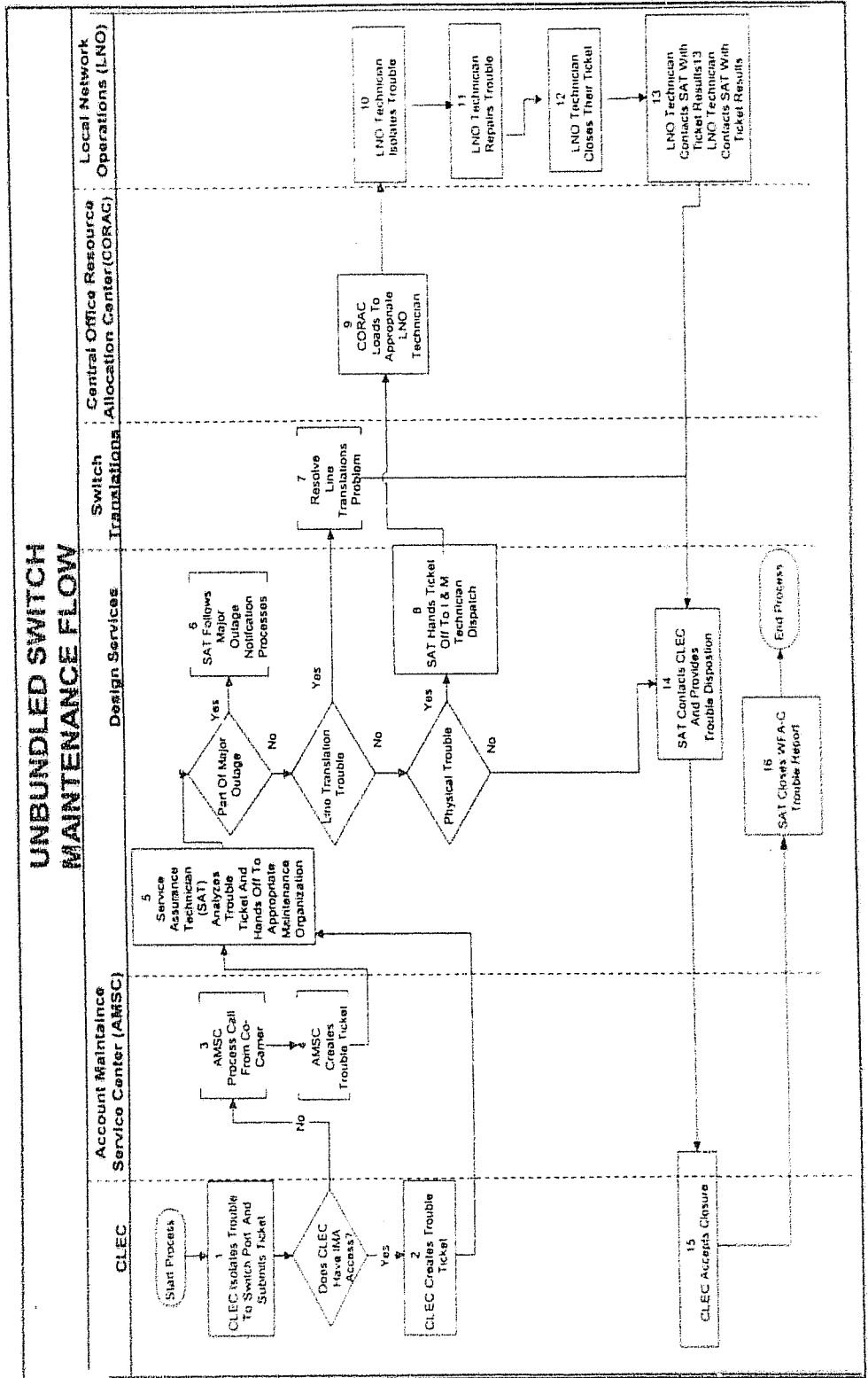
# [ 2 ]

## Switched DS1 Message Trunk Port Provisioning Task List

Task	Description
1	Access Service Request (ASR) form submitted by CLEC
2	ASR and associated forms reviewed for completeness
3	Service Delivery Coordinator (SDC) inputs Faxed ASR into EXACT
4	SDC distributes IABS service order into service order processor (SOP)
5	SDC logs order into TIRKS to start provisioning process of Port
6	Trunk request and work authorization forms completed by Designer
7	Trunk port in designed in TIRKS
8	Design layout record (DLR) created
9	SDC creates and sends firm order confirmation and DLR to CLEC
10	CLEC receives firm order confirmation and DLR from USWC
11	Trunk port installation is coordinated by implementor
12	Load Central Office work steps
13	Central Office wiring completed
14	Central Office conformance testing completed
15	Test results recorded
16	Implementor contacts CLEC for turn up, completes order in WFA/C
17	CLEC accepts Service
18	Implementor completes order in WFA/C
19	SDC completes order in EXACT and IABS to begin billing

# CONTINUATION

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# CONTINUATION

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# Unbundled Switch Maintenance Task List

Assoc. Task #	Process
1 or 2	Trouble ticket submitted      NOTE: If CLEC has a system interface they may submit report electronically Otherwise CLEC calls AMSC to report trouble and steps 3 and 4 are required.
3	Process ticket received from CLEC
4	Trouble ticket created
5	Analyze trouble ticket, identify location, and assign to appropriate organization
6	If part of major outage SAT follows major outage notification processes <b>Note: then skip to step 13</b>
7	Translations Trouble is resolved <b>Note: then skip to step 13</b>
8	SAT hands off physical trouble to network operations
9	CORAC loads to appropriate LNO Technician
10	Trouble is isolated
11	Trouble repaired
12	Trouble ticket updated
13	Contact SAT with ticket results
14	CLEC notified
15 and 16	CLEC accepts service and Trouble ticket closed

# Bench Test of Unbundled Elements

VERSION 1.0  
JULY 21, 1999

<b>SUBJECT:</b>	<b>1999 BENCH TEST OF UNBUNDLED ELEMENTS</b>
<b>STATES INVOLVED:</b>	<b>ARIZONA &amp; NEBRASKA</b>
<b>AUTHOR:</b>	
<b>AUTHOR TELEPHONE NUMBER:</b>	
<b>ISSUE</b>	<b>ONE</b> <span style="float: right;"><b>7-21-99</b></span>

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## 1.0 GENERAL

1.01 In May and June of 1999, a bench test to support U S West's Section 271 filings was completed in Phoenix, Arizona and Omaha, Nebraska. The bench test was undertaken due to a lack of actual Co-Provider activity in the areas of unbundled switching and transport.

This test demonstrates and supports:

- ❖ U S West's advocacy on unbundled elements.
- ❖ That U S West processes and procedures allow for timely provisioning and maintenance of the following Section 271 Checklist items:
  - ❖ Number #5 ( unbundled transport).
  - ❖ Number #6 (unbundled switching)
    - ❖ Including the feature Operator Services & Directory Assistance (OS/DA) call completion and branding
- ❖ Re-enforce results from the bench test conducted in a Lab-controlled test environment in June, 1998.

The purpose of this document is to provide test results and an assessment of our unbundled products, processes and systems.

1.02 Document issue number and date are found in the footer information of this document.

1.03 For information about this document, contact Jerry Shypulski at 612-798-2419.

## 2.0 DEFINITION AND SCOPE OF THE BENCH TEST

### 2.01 UNBUNDLED SWITCHING:

- ❖ Unbundled analog line ports were provisioned<sup>1</sup> and physically installed in the Phoenix, Arizona North East 5E switch.
- ❖ Unbundled analog line ports were provisioned<sup>1</sup> in the Omaha, Nebraska 84<sup>th</sup> Street DMS 100 switch.

See Figure one for diagram of Unbundled Element infrastructure.

The unbundled analog line ports required the establishment and deployment of a unique measured Line Class Code (LCC) with Shared Transport, blockage of 900 calls and Custom Routing to a dedicated trunk group for OS/DA traffic.

2.01.01 A dedicated combined OS/DA trunk group with branding was established between the Phoenix North East 5E switch and the Toll Operator Switch (TOPS) switch in the Phoenix Main central office.

This was accomplished using the following combination of unbundled elements:

---

<sup>1</sup> Provisioned is defined as Service Order creation from a "simulated" Co-Provider's Access Service Request (ASR) or Local Service Request (LSR) and processed down through all the Operational Support Systems (OSS).

- ❖ Unbundled switching DS1 trunk port and unbundled trunk group/members
- ❖ Unbundled interoffice transport.

The unbundled elements were terminated on designated Interconnection Distributing Frames (ICDF).

See Figure two for diagram of OS/DA infrastructure.

**2.02 UNBUNDLED TRANSPORT**

Unbundled interoffice transport (UDIT) orders were provisioned and physically installed between the Phoenix, Arizona North East central office and the Phoenix, Arizona Main central office. These were at the service levels of OC-n, DS3 and DS1. Orders were also provisioned and installed to test Unbundled Customer Control Reconfiguration Element (UCCRE).

Unbundled UDIT orders were provisioned between the Omaha 84<sup>th</sup> St central office and the Omaha Main central office.

2.03 The unbundled analog line ports were wired to a telephone within the central office in lieu of an unbundled loop to allow test calls. The test calls involved both local originating and terminating and OS/DA traffic.

2.04 Test calls were conducted which generated local minutes of use which were captured by Automatic Message Accounting (AMA).

Orders were completed and a summary bill created.

2.05 Test was completed by June 18, 1999. The billing results out of Customer Records Information System (CRIS) and Integrated Access Billing System (IABS) were available on the next billing cycle.

2.06 After provisioning was complete, trouble reports were processed to validate U S West's process and procedures for Repair/Maintenance.

**Figure One  
Section 271 Bench Test Diagram**

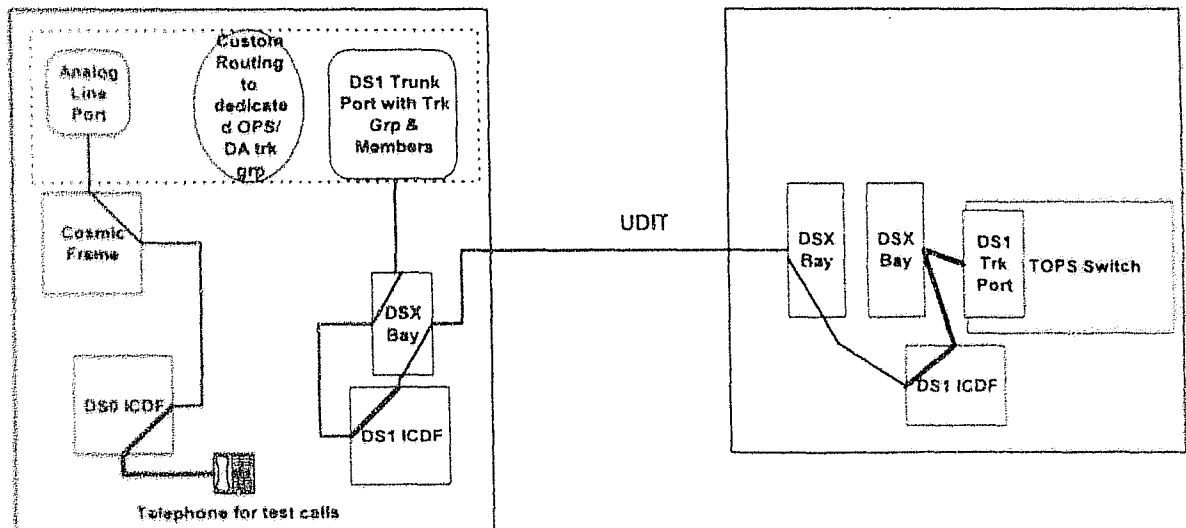
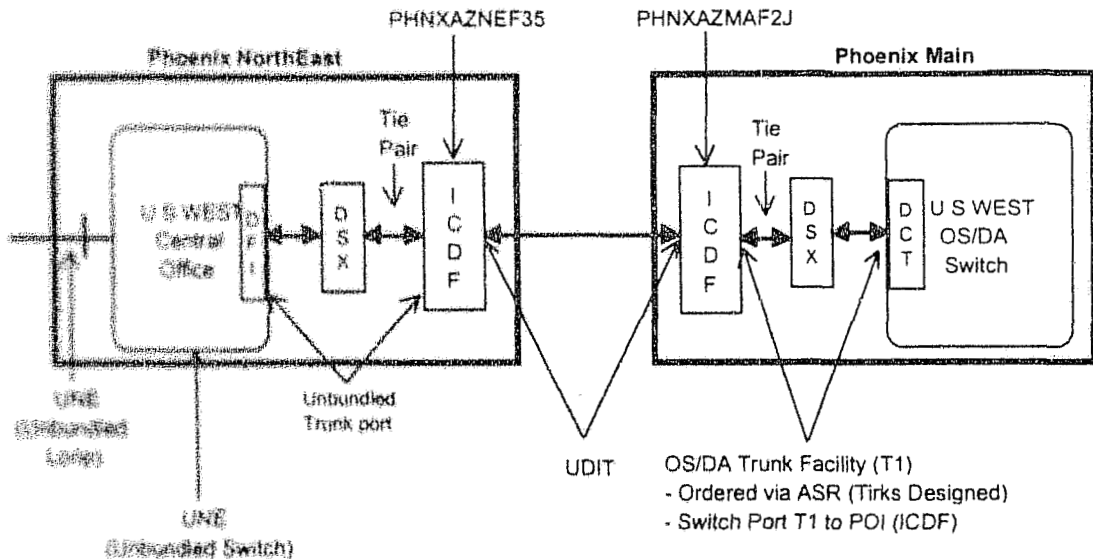


Figure Two

271 Bench Test - OS/DA Branding Network



## 4.0 Timeline

4.01 The timeline displayed in Appendix A reflects the recommended sequential flow of order activity used for both the Arizona and Nebraska trials. It also contains a table to reflect the corresponding process flow tasks (which are found in Chapter 5) and the results for each of the sequential tasks.

The sequence used was the documented process to be followed by the Co-Provider. The team conducted a pre-planning meeting with the "simulated" Co-Provider and processed all standard customer and custom routing questionnaires.

4.02 The below table summarizes the individual unbundled element products. The Application (APP) date column indicates the date that the team started the Business Integrated Test (BIT). The Due Date and Completion columns reflects the comparison between order due date and actual test completion.

### ARIZONA (BETA)

<u>Product</u>	<u>APP/BIT Test Call</u>	<u>Due Date<sup>2</sup></u>	<u>Completion</u>
UBIT	4/14/99	4/21/99	4/21/99
UBSW Trk Port	4/16/99	4/29/99	4/29/99
UBSW Trk Grp	4/16/99	4/29/99	4/29/99
UBSW Line Port	4/26/99	5/3/99	5/3/99
Test Call Plan	5/5/99	5/5/99	5/5/99

<u>Product</u>	<u>APP/BIT Test Call</u>	<u>Due Date<sup>3</sup></u>	<u>Completed</u>
CR established	4/12/99	4/13/99	4/13/99
CR deployed	4/14/99	4/30/99	4/30/99

### ARIZONA (RE-TEST)

<u>Product</u>	<u>APP/BIT Test Call</u>	<u>Due Date<sup>4</sup></u>	<u>Completion</u>
UBIT	6/2/99	6/7/99	6/7/99
UBSW Trk Port	6/2/99	6/7/99	6/7/99
UBSW Trk Grp	6/2/99	6/7/99	6/7/99
UBSW Line Port	6/2/99	6/4/99	6/4/99
Test Call Plan	6/7/99	6/18/99	6/18/99

### NEBRASKA (RE-TEST)

<u>Product</u>	<u>APP/BIT Test Call</u>	<u>Due Date</u>	<u>Completion</u>
UBIT	6/14/99	6/18/99	6/18/99
UBSW Trk Port	6/14/99	6/18/99	6/18/99
UBSW Trk Grp	6/14/99	6/18/99	6/18/99
UBSW Line Port	6/14/99	6/18/99	6/18/99

<sup>2</sup> Represents the standard provisioning intervals for these unbundled products.

<sup>3</sup> Projected Custom Routing and Line Class Code establishment/deployment interval requirements were based on the bench test completion date and the due dates of the orders. Normal procedures include establishing an interval through the Individual Case Basis (ICB) process, which may extend the interval required for these items. The trial LCC was deployed once and used for all subsequent testing.

<sup>4</sup> Shortened intervals were used for the finalized tests to ensure the bench test results would be available for the pending Arizona and Nebraska Section 271 proceedings.





**5.01 BENCH TEST BUSINESS INTEGRATION TEST (BIT) SUMMARY:**

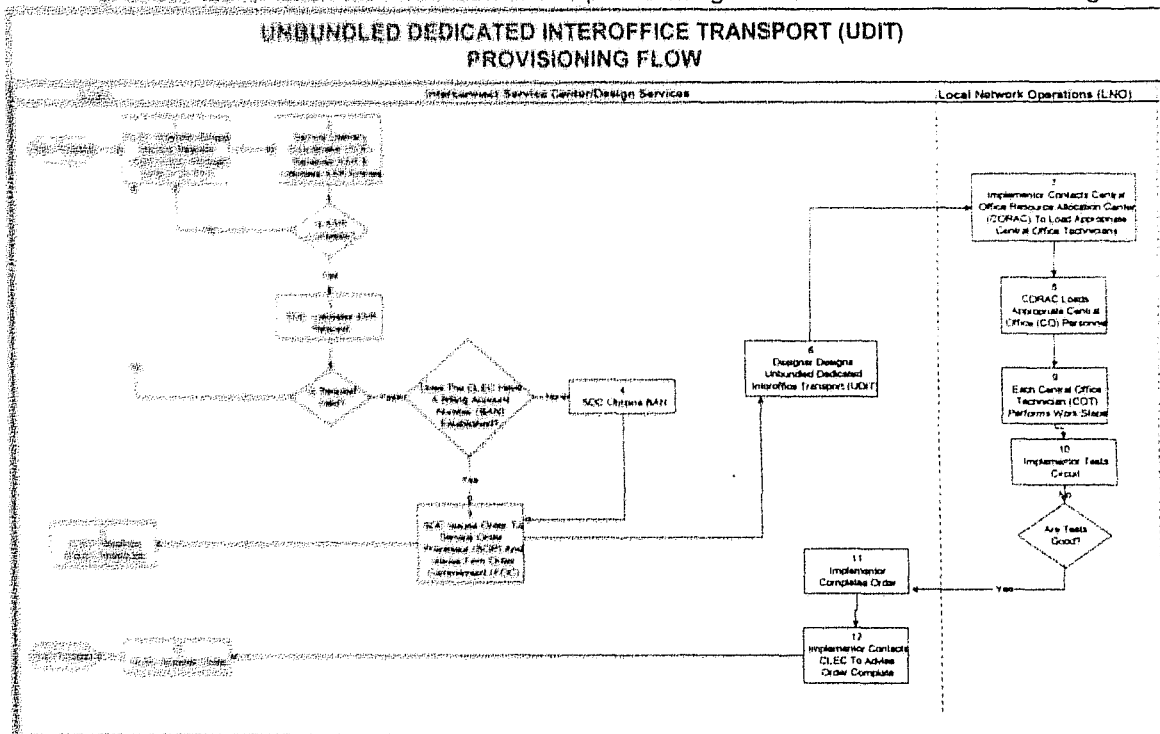
5.01.1 Testing took place in the Central and Eastern Region OSS Production environment. Complete test scenarios, results and associated verifying OSS system screen prints can be found in the Business Integration Test (BIT) Bench Test binder.

Sub-chapter numbering will correspond to the individual tasks contained within the documented unbundled element process flows.

Service Order Processor (SOP) is represented specifically as:  
 Central Region- Service Order Processing and Distribution (SOPAD)  
 Eastern Region- Service Order Local Administration and Request (SOLAR)

**5.02 UNBUNDLED DEDICATED INTEROFFICE TRANSPORT (UDIT)**

Qwest's process and procedures for the provisioning of UDIT contains thirteen (13) process tasks. Each task was tested. The provisioning flow is described in the following table.



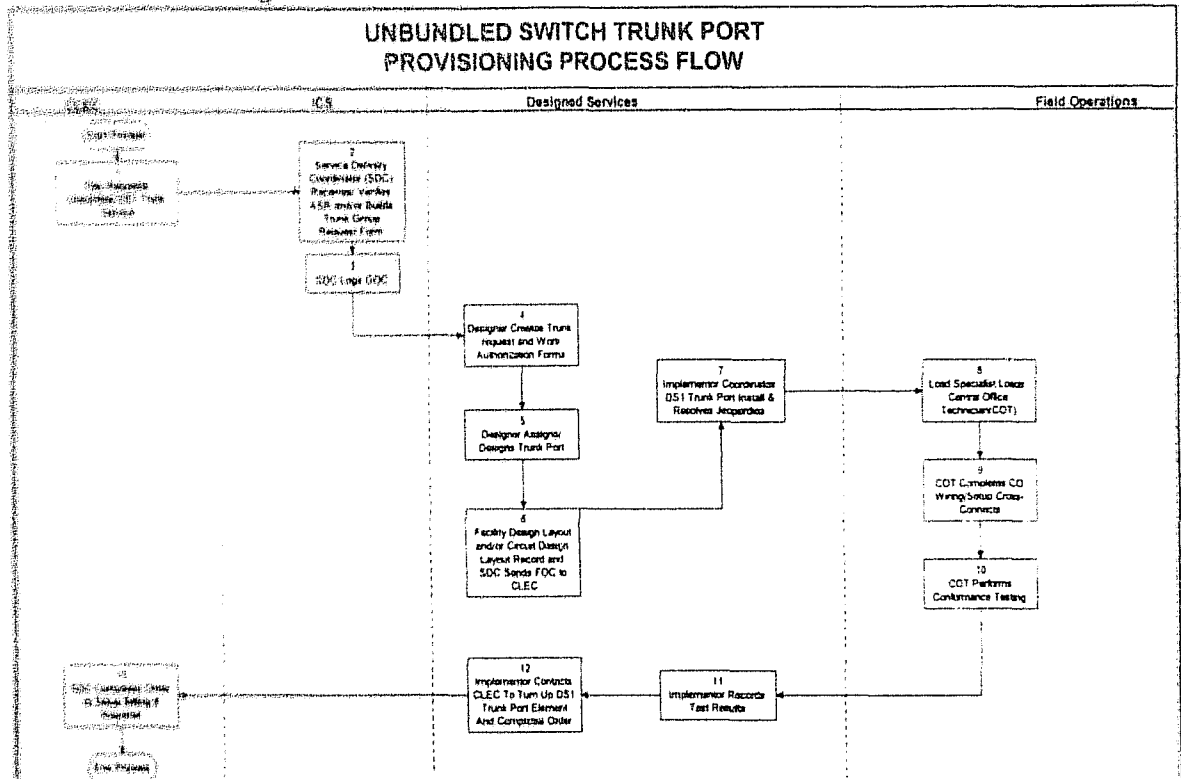
5.02.1 **Task 1: Co-Provider submits Access Service Request (ASR) form submitted through EXACT or FAX.**  
 UDIT order processing was initiated with a service order request received in EXACT via the Access Service Request (ASR) process. The orders passed the all system edit checks and proceeded to IABS and into the Service Order Processor (SOPAD for Central Region and SOLAR for Eastern Region).

- 4.2.2 Task 2: Service Delivery Coordinator (SDC) receives ASR & validates ASR entries.**  
 The only problem issue encountered was the configuration of the Access Customer Termination Location (ACTL) code. The ACTL is a 11 character Common Language Location Identification (CLLI) code. The Beta UDIT order was processed with an 11 character ACTL which included a "F" in the 9<sup>th</sup> character. The "F" specifies the ICDF frame where the UDIT will terminate. The problem occurs when Trunks Integrated Record Keeping System (TIRKS) uses the ACTL and automatically looks for a planning design to use in the design process. TIRKS is hard-coded to default to an 8 character CLLI when it encounters a "F" in that specified 9<sup>th</sup> position. The 8 character-based planning design only processed the design to the initial frames and not all the way to the ICDF frames where the UDIT would be terminated. The result is the design required a manual intervention to complete.
- The ongoing solution is to designate unique ACTLs of 11 characters without the "F" character for any Co-Provider where their only "presence" will be ICDF Collocation. This already occurs where the Co-Provider has a Physical, Virtual or Cageless Collocations.
- Methods and Procedures were updated and subsequent testing using an acceptable "simulated" ACTL, proved successful.
- 4.2.3 Task 3: SDC validates ASR request.**  
 The ASR was validated and all required entries were present.
- 4.2.4 Task 4: SDC obtains Billing Account Number (BAN)**  
 The ordered 30104 & 30100 for use as our BAN number for our "simulated" Co-Provider account.
- 4.2.5 Task 5: SDC issues order to Service Order Processor (SOP) and issues Firm Order Commitment (FOC).**  
 The Beta UDIT order encountered an error for missing Class of Service in SOPAD. The Class of Service was missing due to the fact this was the first UDIT order provisioned in the central region. The new UDIT Class of Service of "JTL1N" was added to the appropriate SOPAD table. The order was successfully redistributed and went to Service Order Administration Central (SOAC). Subsequent UDIT orders processed error-free.
- In SOAC, a Request for Manual Assistance (RMA) was received on the Beta UDIT order. This was due to a missing Universal Service Order Code (USOC). The new UDIT USOC "TUGSX" was added to the SOAC table. The USOC "TUGSX" information was only missing in the Western and Central Region where no actual UDIT orders had been previously processed. In the Eastern Region the USOC was contained in the appropriate tables. All subsequent tests were successful.
- Before the order was able to proceed successfully to TIRKS, another intervention was needed to change the setup of the new UDIT class of service, in the Central Region, from "non-access service/CMS billed" to "access service/IABS billed". The order then proceeded to TIRKS where SOAC flow-through messages 1, 2, and 3 were processed successfully.
- 4.2.6 Task 6: Designer designs UDIT and sends Design Layout Record (DLR) to Co-Provider.**  
 The orders processed successfully through TIRKS to Work Flow Administration (WFA). The appropriate output documents were:
- Design Layout Records (DLRs) which was sent to the "simulated" Co-Provider.
  - Work Order Record Document (WORD) document which was issued to the Central Office and Design Center implementation personnel.

- 5.02.7 Task 7: Implementor contacts Central Office Resource Allocation Center (CORAC) to load appropriate central office technicians.**  
This task was successfully completed and error-free.
- 5.02.8 Task 8: CORAC loads appropriate Central Office Personnel**  
This task was successfully completed and error-free.
- 5.02.9 Task 9: Central Office Technician (COT) performs work steps**  
This task was successfully completed and error-free.
- 5.02.10 Task 10: Implementor tests circuit**  
This task was successfully completed and error-free.
- 5.02.11 Task 11: Order completed**  
This task was successfully completed and error-free.
- 5.02.12 Task 12: Co-Provider notified**  
This task was successfully completed and error-free. The "simulated" Co-Provider accepted service.
- 5.02.13 Task 13: Billing established**  
IABS billing results indicated non-recurring and recurring billing information. Also the customer bill reflected the individual unbundled elements ordered and the rates elements entered for the test.

### 5.03 UNBUNDLED SWITCHING MESSAGE TRUNK PORT AND MESSAGE TRUNK GROUP AND MEMBERS

U S West process and procedures for the provisioning of Unbundled Switch Trunk Port contains thirteen (13) process tasks. Each task was tested. The provisioning flow is described in the following table.



**5.03.1 Task 1: Co-Provider requests unbundled DS1 Trunk Service (Includes DS1 Trunk Port and Associated Trunk Group/ Members.**

The Unbundled Switch Trunk Port and Group/Member orders were released through EXACT via ASR. There were some typographic errors, which were caught by EXACT, on the Beta orders. This allowed for immediate correction and the orders re-released. Subsequent Trunk Port and Group/Member orders passed all formatting issues.

**5.03.2 Task 2: Service Delivery Coordinator (SDC) receives/verifies ASR and/or builds trunk group request form.**

This task was successfully completed and the trunk request form created.

**5.03.3 Task 3: SDC logs into TIRKS Generic Order Control (GOC).**

A process issue was encountered on the Beta orders when a USOC "TMECS" was present on the order and the Loop Facilities Assignment and Control Center (LFACS) system incorrectly assigned a local loop. "TMECS" is a line-assignable USOC that tells LFACS to assign a four-wire loop. TMECS should not have been on the orders and the Field Identifier (FID) "CTG" was substituted in its place. A check was made of the methods and the use of FID "CTG" was already documented.

The same issue from paragraph 5.02.2 around the ACTL information on UDIT, also surfaced on the Beta orders. The team used the "simulated" ACTL with an H in the 9<sup>th</sup> character and resolved the issue. There was an SOAC error with Message 1 on the Trunk Port orders (needed an allocation group assigned which occurs whenever a new ACTL is used for the first time). The Message 1 error was fixed and the order continued processing.

During the Trunk Group/Member Beta order release, it was determined that the traffic modifier in the circuit ID was not correct. The traffic modifier should be YY. The industry standard of YY traffic modifier identifies the trunk group as an unbundled element. Also the YY needed to be added in the EXACT tables because these were the first unbundled trunk group/member orders processed in "production" Central Region.

**5.03.4 Task 4: Designer creates trunk request and Work Authorization forms.**

The next orders to be processed were for the associated Unbundled Switch Trunk Group/Members. A key point to the overall order process is the timing for releasing these trunk group/member orders. The order will error out if it starts to go through the OSS systems before the trunk port order is in a pending "P" status (meaning design-processed through TIRKS).

**5.03.5 Task 5: Designer assigns/designs trunk port and trunk group/members.**

The Trunk Group/Member orders were released and were successfully loaded into TIRKS and appeared on the TIRKS list for processing. The orders continued, successfully, through TIRKS, a DLR was created and processed into WFA.

An issue arose concerning which internal design group would handle the request within the Des Moines Design Center. The Beta test orders went to two different groups, the trunk port orders went to the Unbundled Network Element design team in Des Moines and the trunk group/member orders went to the Feature Group/ LIS design team. After discussion with the appropriate design groups, it was decided that there is a functional synergy to have both orders designed in the same group.

Subsequent testing involved the single design group and processed smoothly through the Des Moines Design.

**5.03.6 Task 6: Facility Design Layout and/or Circuit Design Layout record is created and SDC sends FOC to Co-Provider.**

This task was successfully completed and error-free.

**5.03.7 Task 7: Implementor coordinates DS1 trunk port and Trunk group installation and resolves jeopardies.**

This task was successfully completed and error-free.

**5.03.8 Task 8: Load Specialist loads Central Office technician (COT) with work steps**

This task was successfully completed and error-free.

**5.03.9 Task 9: COT completes CO wiring cross-connects**

This task was successfully completed and error-free.

**5.03.10 Task 10: COT performs conformance testing**

This task was successfully completed and error-free.

**5.03.11 Task 11: Implementor records test results and completes order.**

This task was successfully completed and error-free.

**5.03.12 Task 12: Co-provider notified**

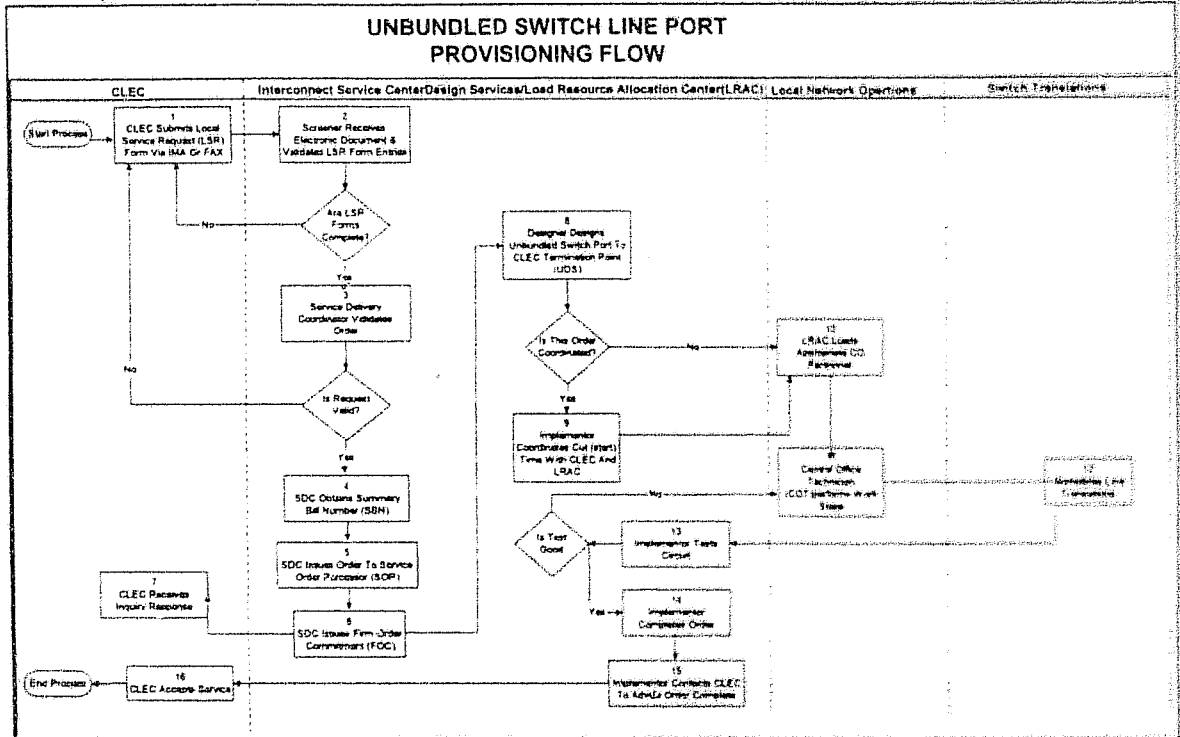
This task was successfully completed and error-free.

**5.03.13 Task 13: Billing established**

IABS billing results indicated non-recurring and recurring billing information. Also the customer bill reflected the individual unbundled elements ordered and the rates elements entered for the test.

### 5.04 UNBUNDLED SWITCH ANALOG LINE PORT

U S West's process and procedures for the provisioning of Unbundled Line Port contains sixteen (16) process tasks. Each task was tested. The provisioning flow is described in the following table.



**5.04.1 Task 1: Co-Provider submits Local Service Request (LSR) form submitted via IMA or FAX.**

Unbundled Switch Analog Line Port orders were processed in CRIS via the Local Service Request (LSR) and proceeded in SOPAD and SOLAR successfully.

**5.04.2 Task 2: Screener receives electronic document & validates LSR form entries.**  
 This task was successfully completed and error-free.

**5.04.3 Task 3: Service Delivery Coordinator (SDC) validates order.**  
 This task was successfully completed and error-free.

**5.04.4 Task 4: SDC obtains Summary Billing Number.**  
 The summary billing number was the telephone numbers of our analog line ports.

**5.04.5 Task 5: SDC issues order to Service Order Processor (SOP).**  
 This task was successfully completed and the order sent to SOPAD (central region) and SOLAR (eastern region).

**5.04.6 Task 6: SDC issues Firm Order Commitment (FOC)**  
 This task was successfully completed and error-free.

**5.04.7 Task 7: Co-Provider receives inquiry response.**  
 This task was successfully completed and error-free.

**5.04.8 Task 8: Designer designs unbundled switch port to Co-Provider termination point.**

The order processed successfully through LFACS, through the SOAC-TIRKS interface and into TIRKS.

The only issue uncovered was, during the Nebraska test, the QMS-100 switch used required the SOAC USOC table field CONDUCTOR changed from 0 to 2. This allowed Office Equipment (OE) to be assigned. All tables within the three regions were updated for subsequent processing.

In the Order Automation process, the Beta Unbundled Switch Analog Line Port erred out because of a system issue around the tie pair inventory. A tie pair was located and assigned and the order was re-sent through the Order Automation process. The Order Automation process ended successfully. A DLR was produced and the order was distributed to the WFA Systems. Subsequent Analog Line Port orders processed were successful.

**5.04.9 Task 9: Implementor coordinates cut (start) time with Co-Provider and Local Resource Allocation Center (LRAC).**

This task was successfully completed and error-free.

**5.04.10 Task 10: LRAC loads Central Office work steps**

This task was successfully completed and error-free.

**5.04.11 Task 11: Central Office technician (COT) performs work**

This task was successfully completed and error-free.

**5.04.12 Task 12: COT completes Line Translations**

This task was successfully completed and error-free.

**5.04.13 Task 13: Circuit is tested**

This task was successfully completed and error-free.

**5.04.14 Task 14: Order completed**

This task was successfully completed and error-free.

**5.04.15 Task 15: Co-Provider notified**

This task was successfully completed and error-free.

**5.04.16 Task 16: Billing established**

CRIS billing results indicated non-recurring and recurring billing information. Also the customer bill reflected the individual unbundled elements ordered and the rates elements entered for the test.

The test successfully captured Minutes of Use (MOUs) in support of Shared Transport. However, there were system limitations preventing a billing separation of Intra-switch and Inter-switch MOUs. This will be available when a Change Request (CR) in CRIS is implemented in August of 1999.



## 5.05 CUSTOM ROUTING:

- 5.05.1 Pre-Planning questionnaires were filled out for the Custom Routing work required in both the 5E switch and the TOPS (DMS) switch. This work mirrored what would be required of the Co-Provider, up-front, which specifies the particular branding scenarios.
- 5.05.2 These questionnaires were sent to the appropriate internal work groups for the Translation work to begin. A request was made for an unique Line Class Code (LCC) to be established to direct OS/DA routing. Upon receipt of this new LCC, it was passed to the "simulated" Co-Provider for upcoming Local Service Requests (LSRs).

## 5.06 UNBUNDLED CUSTOMER CONTROL RECONFIGURATION ELEMENT (UCCRE):

Test orders for UCCRE were submitted successfully through the UOIT process flows with the following additional procedures:

- UCCRE requires a Co-Provider fill out a questionnaire specifying which network reconfiguration requirements are needed. This questionnaire asks whether a Co-Provider requires either Attendant (USW access) or Dial-Up (Co-Provider access) controller access options and was successfully processed by the team's "simulated" Co-Provider and sent to the appropriate internal work group.
- UCCRE process requires terminating one end of an UOIT in a US West Digital Access Control System (DACS). Our test included successfully installing multiple UOITs in the DACS with designated ports that were programmed into the remote access system "Flex-Com".
- Remote reconfigurations of the multiple UOITs, through "Flex-Com", were successfully completed to test various port configurations. These were done both as Attendant option and "simulated" Co-Provider Dial-Up option.

## 6.0 TEST CALL PLAN

- 6.01 The test began with Dial Tone being verified and Automatic Number Identification (ANI) performed to validate installation of the Analog Line Port Translations. Terminating calls also were made to the telephone numbers of the unbundled line port to validate ability to call the port.

UNBUNDLED ANALOG LINE PORT (SAMPLE TEST CALL PLAN)  
 TELEPHONE # 602-955-9255  
 PHOENIX NORTH EAST CENTRAL OFFICE, PHOENIX, ARIZONA  
 SWITCH=5E  
 Custom Routing Unique Line Class Code=XYZ

### Call Type Expectations

CALL TYPE	NP ROUTE TYPE	1+ ROUTE TYPE	0+ ROUTE TYPE
LOCAL 7DIG (602-955- 1955)	LOC RTE	1+ACDE	0+ACDE
LOCAL HNPA	LOC RTE	1+ACDE	CLEC_OPR
LOCAL FNPA	LOC RTE	1+ACDE	CLEC_OPR
ZERO MINUS	CLEC_OPR		
411	CLEC_OPR	CLEC_OPR	0+ACDE
555 7DIGIT	CLEC_OPR	1+ACDE	0+ACDE
911	911 RTE	911 RTE	911 RTE

(ACND= Access code not dialed recording ACDE= Access code dial in error recording)

(Call Type Results in Bold Green)

- 6.02 Mechanized front end branding of "simulated" Co-Provider XYZ was received for both Operator Assistance and Directory Assistance.

The operator's terminal screen was not initially displaying the ANI of our Analog Line Port but rather a default NPA-NNX. The problem was found to be an error in the TOPS BC (Billing Code) table. Our Line Port telephone number was added and the problem was resolved.

The operator's terminal screen also was not displaying the Co-Provider branding designation of XYZ. This problem was resolved by adding XYZ as Service Provider Identification (SPID) to the switch translations at the TOPS switch.

Back-end mechanized branding was received for Toll Operator Assistance.

The back-end mechanized branding for Direct Assistance was received as a general brand and not our XYZ brand. This was due to the current IVS equipment limitations in the Phoenix TOPS switch. This limitation allows only two (2) mechanized branding, a general and US West specific. A retrofit to ISN NAV equipment to TOPS switches across the region is ongoing and should be completed by 10-25-99. This retrofit will allow multiple branding.

Manual back end Co-Provider branding for both OS and OA were received whenever the operator was involved in a charge-type calls (ie. Credit Card)

6.03 Upon completion of the above test calls, the LCC was changed on our analog line port to a U S West customer and the same calls made to test consistency and parity.

\*\*\*Change LCC on 602-956-9255 from XYZ to ANI\*\*\*

CALL TYPE	NP Route Type	I+ Route Type	O+ Route Type
LOCAL 7DIG	LOC RTE	I+ACDE	O+ACDE
LOCAL FNPA	LOC RTE	I+ACDE	BOC_OPR
LOCAL FNPA	LOC RTE	I+ACDE	BOC_OPR
ZERO MINUS	BOC_OPR		
411	BOC_OPR	BOC_OPR	O+ACDE
555 7DIGIT	BOC_OPR	I+ACDE	O+ACDE
911	911 RTE	911 RTE	911 RTE

(Call Type Results in Bold Green)

6.03.01 All call type routing was received as expected, including routing calls to USW-branded Operator Services and Directory Assistance.

6.04 The Analog Line Port and its LCC was changed to one existing in the Phoenix North Area to verify blockage of 900, 960 and 976 calls. The test was performed and the call results were blocked with a VACANT call announcement.

\*\*\*Change LCC on 607-956-9235 from FMB to AME\*\*\*  
 to verify 976 Blocking

CALL TYPE	HP ROUTE TYPE	TF ROUTE TYPE	OK ROUTE TYPE
LOCAL TDIG	LOC_RTE	TRACDE	ORACDE
900	VACANT	VACANT	VACANT
960	VACANT	VACANT	VACANT
976	VACANT	VACANT	VACANT
ZERO MINUS	BOC_OPR		
411	BOC_OPR	BOC_OPR	ORACDE

(Call Type Results in Bold Green)

6.05 Figure Five displays the captured Automatic Message Accounting (AMA) data reflecting the actual minutes of use incurred by the unbundled line port while making local calls. The Shared Transport MOUs would represent the billed entity for Shared Transport.

## Figure Five

### Line Class Code XYZ

#### Call #1

S4AD-215744528 09-05-11 08:43:31 079578 AMA PINDA/NECOS  
 M REPT AMATRC AMA RECORD ON REQUESTED DIRECTORY NUMBER

ORIGINATING SMPORT = 41H61B      TERMINATING SMPORT = 2H12A

-----  
 00 29 00 00 aa 00 50 2c 00 1c 95 51 1c 0c 00 0c 60 2c 95 60 25 0c 1c 00 00  
 2c 95 77 40 3c 08 42 05 4c 00 60 01 24 1c 00 2b  
 -----

Field Name	Char.	Value	Meaning
RECORD DESCRIPTOR	1-8	00290000	ROW
RECORD HEADER	1-2	aa	No Fill Char Excepted in This Record
STRUCTURE CODE	1-5	00002	Structure Code
CALL TYPE	1-3	001	Detailed Message Rate, Time, WATS/MBI
DATE	1-5	00511	05/11/09
CLD PARTY OFF-HK IND 1	0		Called party off-hook detected
SERVICE FEATURE	1-3	000	Other (All Services)
ORIGINATING NPA	1-3	602	NPA
ORIGINATING NUMBER	1-3	955	NXX
	4-7	9255	Four Digit Number
OVERSEAS INDICATOR	1	1	Not Overseas Call (NPA not blank)
TERMINATING NPA	1-2	00	Overseas Expander Position
	3-5	602	NPA
TERMINATING NUMBER	1-3	957	NXX
	4-7	7403	Four Digit Number
CONNECT/ANSWER TIME	1-7	0042004	00:42:00.4
ELAPSED TIME	1-9	000001241	00:00:12.41
WATS BAND or MBI	1-3	002	WATS Band Or Type Indicator (MBI)
End of Record----			

Intra-Switch

Checklist Item 6 - Unbundled Network Elements - Switching

**Call #2**

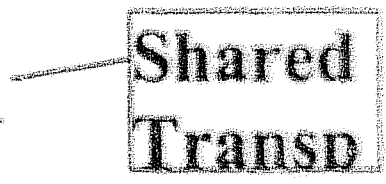
S4AD-215744628 99-05-11 08:46:09 078785 AMA PHNXAZNEDCO  
 M REPT AMATRC AMA RECORD ON REQUESTED DIRECTORY NUMBER

ORIGINATING SM/PORT = 41/H/61B      TERMINATING SM/PORT = 63/H/675

```

-----
00 46 00 00 aa 40 50 2c 00 1c 90 51 1c 0c 00 0c 60 2c 95 69 25 5c 1c 00 60
2c 37 90 31 4c 08 44 05 6c 00 00 02 02 5c 00 2c 72 0c 00 2c ff ff ff ff
ff ff ff ff ff ff ff ff ff ff ff 10 10 00 0c 00 0c
-----
  
```

Field Name	Char.	Value	Meaning
RECORD DESCRIPTOR	1-8	00460000	RDW
RECORD HEADER	1-2	aa	No Fill Char Expected in This Record
STRUCTURE CODE	1-5	40502	Structure Code
CALL TYPE	1-3	001	Detailed Message Rate, Timed, With Mill
DATE	1-5	90511	05/11/9
CLD PARTY OFF-HK IND	1	0	Called party off-hook detected
SERVICE FEATURE	1-3	000	Other (All Sensors)
ORIGINATING NPA	1-3	602	NPA
ORIGINATING NUMBER	1-3	956	NXX
	4-7	9255	Four Digit Number
OVERSEAS INDICATOR	1	1	Not Overseas Call (NPA not dialed)
TERMINATING NPA	1-2	00	Overseas Expander Position
	3-5	602	NPA
TERMINATING NUMBER	1-3	379	NXX
	4-7	0314	Four Digit Number
CONNECT/ANSWER TIME	1-7	0844056	08:44:05.6
ELAPSED TIME	1-9	000002025	00002:02.5
WATS BAND or MBI	1-3	002	WATS Band Or Type Indicator (Mill)
EBAF MODULE CODE	1-3	720	Local Number Portability Module Code
PARTY IDENTIFIER	1-3	002	Terminating Party Data

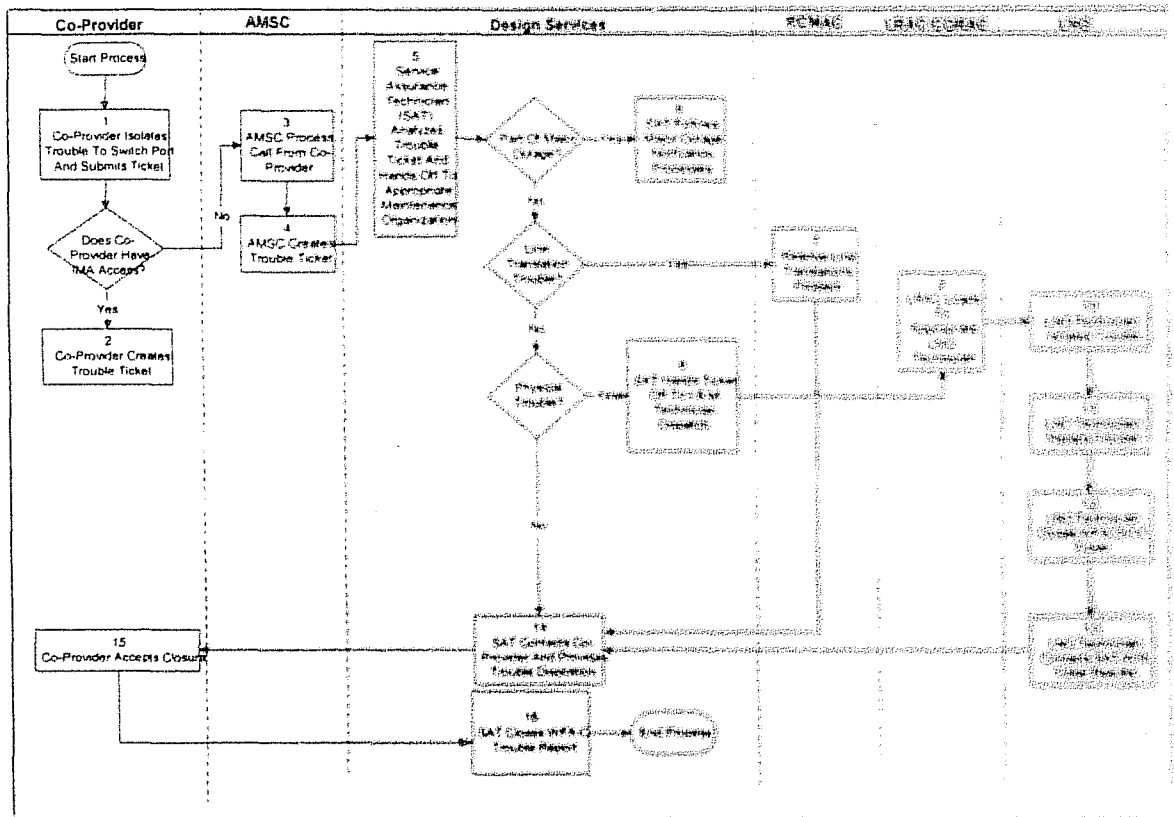


## 7.0 REPAIR/MAINTENANCE

### 7.01 UNBUNDLED SWITCHING

U S West's process and procedures for the maintenance and repair of Unbundled Switching contains sixteen (16) process tasks. Each task was tested. The provisioning flow is described in the following table.

#### UNBUNDLED SWITCH MAINTENANCE FLOW



#### 7.01.1 Task 1: Co-Provider isolates trouble to Switch Port and submits ticket.

The maintenance test involved reporting a trouble condition on one of the installed unbundled switch line ports from the provisioning section of the bench test.

- The "simulated" Co-Provider submitted trouble tickets via:
- interconnect Mediated Access (IMA) mechanized entry
  - Manual telephone call to the Account Maintenance Service Center (AMSC)

The process identifies certain tasks based on whether the Co-Provider will send their trouble reports either via IMA or a direct call into the AMSC.

**7.01.2 Task 2: Co-Provider creates trouble ticket.**

The IMA mechanized process involved two scenarios where the "simulated" Co-Provider reported the unbundled line port as both a base telephone number format (602-956-9255) and as a complete designed services circuit identification format (19 SNNU 602-956-9255). The process differed slightly depending on the reporting format.

When the " simulated" Co-Provider reported the complete circuit identification and clicked on the "Design Ticket" button, IMA returned a designed services trouble ticket format and after completing the entries, IMA successfully sent the ticket automatically to WFA-C.

When the " simulated" Co-Provider reported an incomplete circuit identification with just the telephone number, IMA assumed it was a POTS trouble and automatically entered a non-design trouble ticket in LMOS. A flag was received in the AMSC and the trouble ticket dropped out to be manually screened. In the AMSC, it was found that the circuit was not POTS and did not reside in LMOS but as a Designed Service residing in WFA-C. The screener cancelled the LMOS ticket and manually entered a trouble ticket into WFA-C. The screener called the "simulated" Co-Provider with the new WFA-C trouble ticket number.

**7.01.3 Task 3: AMSC process call from Co-Provider.**

This task is required when the Co-Provider directly calls the AMSC to report trouble.

The call was successfully answered, within 1 to 3 rings each time, by a U S West Repair Service Attendant (RSA).

**7.01.4 Task 4: AMSC creates trouble ticket.**

The RSA took the trouble information from the "simulated" Co-Provider. This information included:

- Circuit Identification (CKT ID)
- Reported trouble condition
- Co-Provider name and call-back number
- Access hours
- Any special requirements (ie; test only between certain hours, etc)

The RSA successfully found the CKT ID in Work Flow Administration/ Control (WFA-C) and generated a trouble ticket with the "simulated" Co-Provider on the line.

The RSA provided the trouble ticket number to the Co-Provider.

**7.01.5 Task 5: Service Assurance Technician (SAT) analyzes trouble ticket and hand-off to appropriate maintenance organization.**

The trouble ticket appeared on the appropriate WFA-C work lists and was "picked up" by the Des Moines Designed Service Center and was handed off to the appropriate Central Office work lists in Work Flow Administration/Dispatch In (WFA-DI).

**7.01.6 Task 6: SAT follows major outage notification processes.**

Our test trouble reports did not involve any major outage.



**7.01.7 Task 7: Resolve Line Translation problem.**

Based upon the analysis of the trouble condition, the test simulated a hand-off to the Central Office work groups via their WFA-DI work lists. The step was successfully completed but the actual technician dispatch was not generated.

**7.01.8 Task 8: SAT hands ticket off to I&M technician dispatch.**

No outside dispatch is required for unbundled switching port trouble resolution.

**7.01.9 Task 9: CORAC loads appropriate LNO technician.**

Based upon the analysis of the trouble condition, the test simulated a hand-off to the Central Office work groups via their WFA/DI work lists. The step was successfully completed but the actual technician dispatch was not generated.

**7.01.10 Task 10: LNO technician isolates trouble.**

Based upon the analysis of the trouble condition, the test simulated a "pick-up" of the ticket by the Central Office work groups. The step was successfully completed but the actual technician dispatch was not generated.

**7.01.11 Task 11: LNO technician repairs trouble.**

Based upon the analysis of the trouble condition, the test simulated a trouble resolution by the Central Office work groups. The step was successfully completed but the actual technician dispatch was not generated.

**7.01.12 Task 12: LNO technician closes their ticket.**

Based upon the analysis of the trouble condition, the test simulated a ticket closure by the Central Office work groups. The step was successfully completed but the actual technician dispatch was not generated.

**7.01.13 Task 13: LNO technician contacts SAT with ticket results.**

Based upon the analysis of the trouble condition, the test simulated a call back to the SAT. The step was successfully completed but the actual technician dispatch was not generated.

**7.01.14 Task 14: SAT contacts Co-Provider and provides trouble disposition.**

The SAT contacted the "simulated" Co-Provider with successful trouble resolution.

**7.01.15 Task 15: Co-Provider accepts closure.**

Co-Provider accepted ticket resolution.

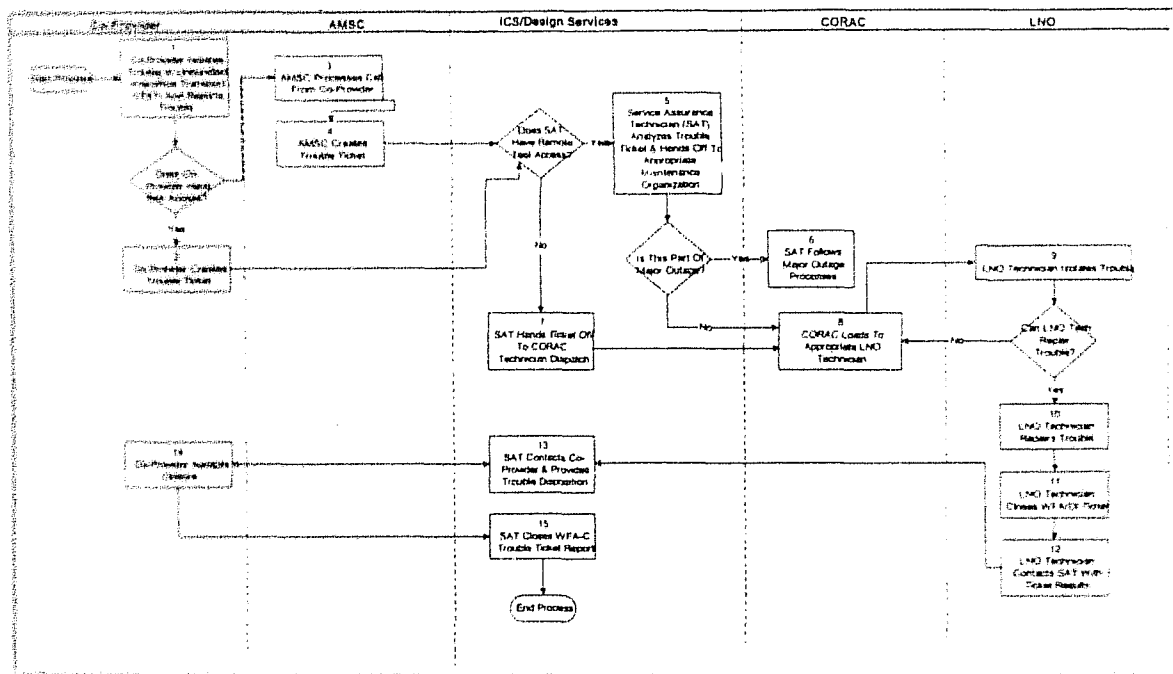
**7.01.16 Task 16: SAT closes WFA-C trouble process.**

SAT closed the trouble ticket in WFA-C upon Co-Provider acceptance.

### 7.02 UNBUNDLED TRANSPORT

U S West's process and procedures for the maintenance and repair of Unbundled Transport contains fifteen (15) process tasks. Each task was tested. The provisioning flow is described in the following table.

#### UNBUNDLED DEDICATED INTEROFFICE TRANSPORT (UDIT) MAINTENANCE FLOW



#### 7.02.1 Task 1: Co-Provider isolates trouble in unbundled interoffice transport (UDIT) and reports trouble.

The maintenance test involved reporting a trouble condition on one of the installed UDITs from the provisioning section of the bench test.

The "simulated" Co-Provider submitted trouble tickets via:

- IMA mechanized entry
- Manual telephone call to the Account Maintenance Service Center (AMSC)

The process indicates tasks based on whether the Co-Provider will send their trouble reports via IMA or a direct call into the AMSC.

#### 7.02.2 Task 2: Co-Provider creates trouble ticket.

The IMA mechanized process involved the "simulated" Co-Provider reporting the UDIT as a complete designed services circuit identification format (14 HCFU 979430 MS).

When the Co-Provider reported the complete circuit identification and clicked on the "Design Ticket" button, IMA returned a design services trouble ticket format and after all entries were completed, IMA successfully sent the ticket automatically to WFA-C.

**7.02.3 Task 3: AMSC process call from Co-Provider.**

This task is required when the Co-Provider uses a manual telephone call to report trouble.

The call was successfully answered, within 1 to 3 rings each time, by a U S West Repair Service Attendant (RSA).

**7.02.4 Task 4: AMSC creates trouble ticket.**

The RSA took the trouble information from the "simulated" Co-Provider. This information included:

- Circuit Identification (CKT ID)
- Reported trouble condition
- Co-Provider name and call-back number
- Access hours
- Any special requirements (ie; test only between certain hours, etc)

The RSA successfully found the CKT ID in Work Flow Administration/ Control (WFA-C) and generated a trouble ticket with the "simulated" Co-Provider on the line.

The RSA provided the trouble ticket number to the Co-Provider.

**7.02.5 Task 5: Service Assurance Technician (SAT) analyzes trouble ticket and hand-off to appropriate maintenance organization.**

The trouble ticket appeared on the appropriate WFA-C work lists and was "picked up" by the Des Moines Designed Service Center and was handed off to the appropriate Central Office work lists in Work Flow Administration/ Dispatch In (WFA-DI).

**7.02.6 Task 6: SAT follows major outage notification processes.**

Our test trouble reports did not involve any major outage.

**7.02.7 Task 7: SAT hands ticket off to CORAC technician dispatch.**

Based upon the analysis of the trouble condition, the test simulated a hand-off to the CORAC work group via the WFA-DI work lists. The step was successfully completed but the actual technician dispatch was not generated.

**7.02.8 Task 8: CORAC loads appropriate LNO technician.**

Based upon the analysis of the trouble condition, the test simulated a hand-off to the Central Office work groups via their WFA-DI work lists. The step was successfully completed but the actual technician dispatch was not generated.

**7.02.9 Task 9: LNO technician isolates trouble.**

Based upon the analysis of the trouble condition, the test simulated a "pick-up" of the ticket by the Central Office work groups via their WFA/DI work lists. The step was successfully completed but the actual technician dispatch was not generated.

**7.02.10 Task 10: LNO technician repairs trouble.**

Based upon the analysis of the trouble condition, the test simulated a trouble resolution by the Central Office work groups. The step was successfully completed but the actual technician dispatch was not generated.

**7.02.11 Task 11: LNO technician closes WFA/Dispatch In (WFA/DI) ticket.**

Based upon the analysis of the trouble condition, the test simulated a ticket closure by the Central Office work groups. The step was successfully completed but the actual technician dispatch was not generated.

**7.02.12 Task 12: LNO technician contacts SAT with ticket results.**

Based upon the analysis of the trouble condition, the test simulated a call back to the SAT. The step was successfully completed but the actual technician dispatch was not generated.

**7.02.13 Task 13: SAT contacts Co-Provider and provides trouble disposition.**

The SAT contacted the "simulated" Co-Provider with successful trouble resolution.

**7.02.14 Task 14: Co-Provider accepts closure.**

Co-Provider accepted ticket resolution.

**7.02.15 Task 15: SAT closes Work Flow Administration-Control (WFA-C) trouble ticket.**

SAT closed the trouble ticket in WFA-C upon Co-Provider acceptance.

**6.0 SUMMARY:**

6.01 The general rule of the Bench Test plan was to follow the current documented processes (see chapter 5 Summary of BIT test results) that support Unbundled Elements and Custom Routing. Within the process, whenever any functions were required of the Co-Provider, it was handled by the team's designated "simulated" Co-Provider.

6.02 The bench test format consisted of provisioning a series of Beta orders. The team identified any issues and made the necessary process and/or system changes. Then re-tested the process through an additional series of orders. This re-testing proved the validity of any process and/or system changes.

The issues encountered on the Beta orders were of the type to be anticipated and not unusual due to the fact this was the first time these particular unbundled products were processed in Arizona and Nebraska. All issues were resolved and subsequent re-testing was processed successfully.

6.03 All reports/documents identified in the UDIT, Unbundled Trunk Ports and Trunk ports/numbers processes were issued. The orders were processed through U S West's Designed Services flow.

6.04 The ACTL code, an 11 character Common Language Location Identification (CLLI), will be required for ICDF Collocation for design flow-through to occur. This is similar to the current ACTL procedure for Physical, Virtual and Cageless Collocation. The Methods & Procedures were updated to include this requirement and orders re-tested to verify completion.

6.05 WCCM was successfully tested to include terminating multiple UDIT orders on a DACS and using "Flex-Com" to provide remote reconfigurations, testing both Attendant (USW control access) and Dial-Up (Co-Provider control access) options.

6.06 Orders were wired and tested per the Combination Point of Interconnection (POI) process instructions, which assumes the Co-Provider is responsible to perform the cross-connect functions. In the test, USW technicians "simulated" Co-Provider activity in combining unbundled elements.

If USW technicians are legally or contractually required to perform the cross-connect function for the Co-Provider, the current Connecting Facility Assignment (CFA) process, in place today, must be used to provide the technicians the related cross-connect information.

6.07 The test call plan, involving "live" calls, was conducted on 5-5-99 and also on 6-7-99. Using a standard USW test call type expectation grid, actual calls were placed and the results documented (see chapter 6).

6.08 In the area of Co-Provider OS/DA branding the following was found:

- Front end mechanized Co-Provider branding was received on all calls to Operator Services and Directory Assistance.
- At the actual Operator terminal positions, OS/DA translation-driven table entries were required to display the ANI of our analog line port telephone number and the specific Co-Provider brand. Table updates were performed and the ANI and brand were displayed on subsequent calls.

- There were equipment limitations in the TOPS switch which prevented multiple Co-Provider branding for Direct Assistance. This will be resolved with the current on-going OSS test switch efforts.
- On test calls resulting in charges to Credit Card) the operator completed the call process and manually gave a back end branding of "Thank you for using XYZ". Operator procedures specified any received calls that do not have a brand displayed on the terminal, indicate a USW customer and receive "Thank you for using USW". Any calls displaying a brand on the terminal (ie: Co-Providers, Independent Company) indicate a Co-Provider customer and receive the specific brand.

• **Account Maintenance** tests were conducted and trouble tickets successfully submitted through both mechanized IMA or direct calls into the Account Maintenance Service Center (AMSC). The trouble tickets were successfully processed through the various trouble resolution hand-offs and were completed.

Unbundled transport trouble tickets were successfully submitted through IMA even though the USW circuits were provisioned through EXACT.

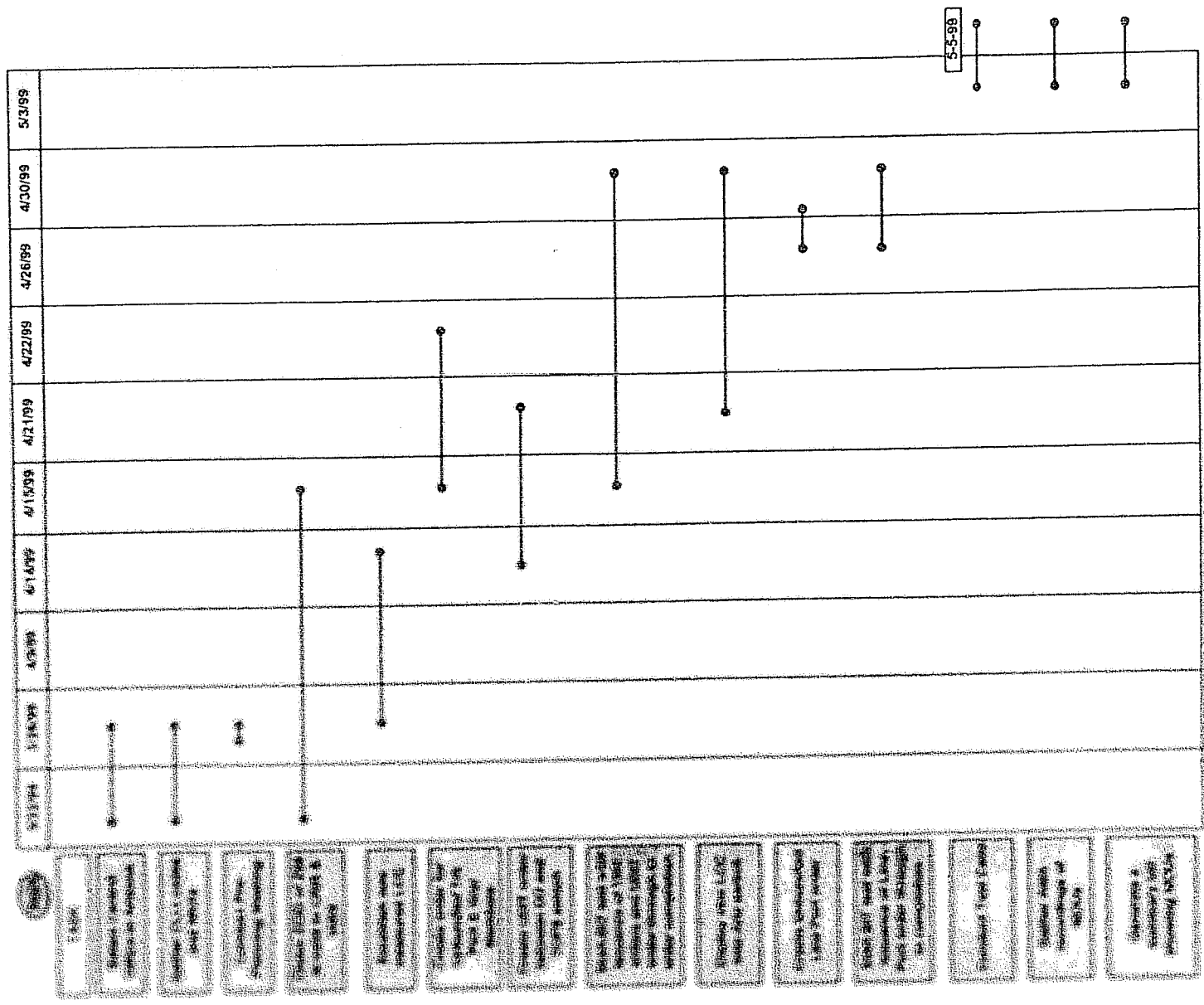
• **In summary, the 1999 Bench Test** proved the validity of U S West's processes and systems and supported the advocacy on unbundled elements. It provides the evidence required for Section 271 Checklist items #5 (unbundled transport) & #6 (unbundled switching).

The test also re-enforced the results from the 1998 Lab-controlled Bench Test by validating the tests in U S West's OSS Production environment in both Central and Eastern regions.

The additional Custom Routing test provided the opportunity to process complex transactions within a TOPS switch to successfully route a Co-Provider dedicated CRUDA test completion and provide Co-Provider branding.

**APPENDIX A**

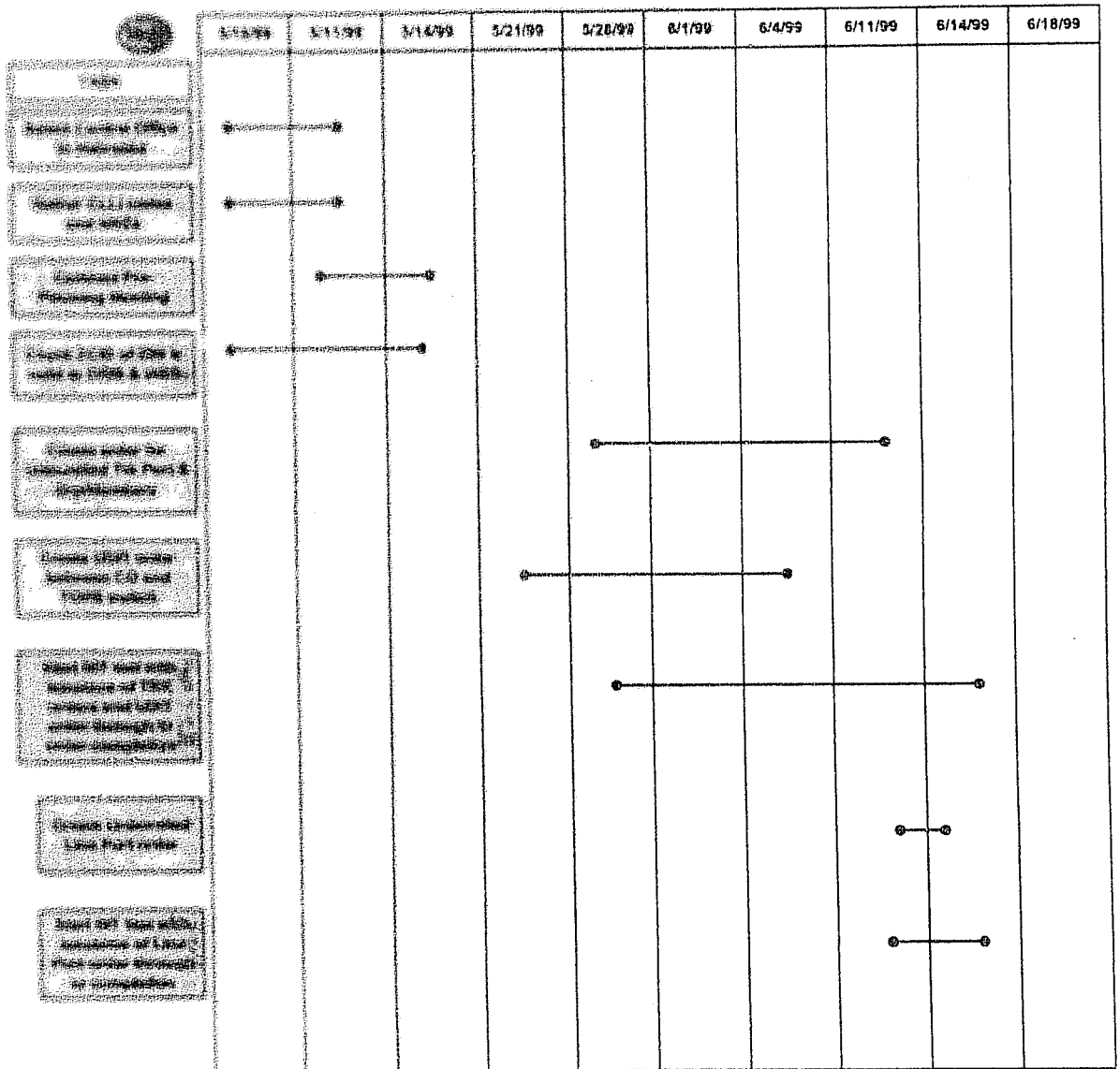
1999 Branch Test Timeline (for Arizona)



Continued

**APPENDIX A (CONTINUED)**

**1999 Bench Test Timeline (ie: Nebraska)**



Completed



**APPENDIX A (CONTINUED)**

Issue/Activity	Process Flow Reference	Status
<p>Week 1            Central Office            in Arizona            and            Nevada</p>	<p>Pre-Planning meeting            with "simulated" Co-            Provider and USW            Account Team</p>	<p><b>Completed</b>            Phoenix NorthEast and            Omaha, Nebraska            central offices selected</p>
<p>Week 2            Order CLLI            codes for            services            from            States            involved</p>	<p>Pre-Planning meeting            with "simulated" Co-            Provider and USW            Account Team</p>	<p><b>Completed</b>            CLLI were gathered            and a 11 character            ACTL created in            CLONES to represent            Co-Provider            (PHNXAZNEHJ8)</p>
<p>Week 3            ZCID            of ZIS to            used in CTR            and RTR</p>	<p>Various Billing Account            Number (BAN) tasks            within Unbundled            Switch &amp; Transport</p>	<p><b>Completed</b>            This ZCID is for test            purposes. Each Co-            Provider has an unique            ZCID</p>
<p>Week 4            Conduct Pre-            Order log to            fill out            Customer            Questionnaire            and            Custom            Routing            tasks            Unbundled            Line Port            Order            with port            Unbundled            Trunk Port            Order</p>	<p>Pre-Planning meeting            with "simulated" Co-            Provider and USW            Account Team</p>	<p><b>Completed</b>              All M&amp;Ps reflect the            use of these            questionnaires for on-            going order activity</p>
<p>Week 5            new CLIC            required            LSC based            on Custom            Routing            tasks</p>	<p>Custom Routing tasks</p>	<p><b>Completed</b>            Code=XYZ (test            purposes)</p>
<p>Week 6            Unbundled            Switch Port            Trunk Port            Order and            Trunk            Order</p>	<p>Unbundled Switch            Trunk Port Tasks 3 &amp; 4</p>	<p><b>Completed</b>            Orders submitted to            BIT team for testing            After test, all M&amp;Ps            updated to reflect test            results.            See Appendix A for            detailed order sample</p>
<p>Week 7            Create UDIT</p>	<p>Unbundled UDIT tasks</p>	<p><b>Completed</b></p>

Order between May 07 and 07/08/99	1-3	Order submitted to BIT team for testing After test, all M&Ps updated to reflect test results. See Appendix A for detailed order sample
Develop new on-line LDC website	Custom Routing tasks	<b>Completed</b> Deployed 4-29-99
Start on Test of resources of BIT team for the group hardware ASST system	Unbundled Switch Trunk Port tasks 4-12  Unbundled UDIT tasks 6-13	<b>Completed</b> Orders were wired and completed per the Design Documents.
Order Unbundled switching line port order	Unbundled Switch Line Port Tasks 1-7	<b>Completed</b> Order submitted to BIT After test, all M&Ps updated to reflect test results. See Appendix A for detailed order sample
Start on Test of resources of unbundled line port order	Unbundled Switch Line Port Tasks 8-16	<b>Completed</b> Orders were wired and completed per the Design Documents.
Conduct Test Case using Test Plan		<b>Completed</b> Test conducted on 5-5-99 and the results can be found in Test Plan section
Review AMA records of minutes of time for local calls		<b>Completed</b>  Sample AMA record trace completed
Create a list which shows M&P's & charges associated	Unbundled Elements various billing tasks	<b>Completed</b>  Sample CRIS and IABS billing records generated

# CONTINUATION

# [3.]

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BEFORE THE  
SOUTH DAKOTA  
PUBLIC UTILITIES COMMISSION

IN THE MATTER OF THE INVESTIGATION ) DOCKET TC 01-165  
INTO QWEST CORPORATION'S )  
COMPLIANCE WITH SECTION 271 ( C ) OF THE )  
TELECOMMUNICATIONS ACT OF 1996 )

QWEST CORPORATION'S

REBUTTAL  
AFFIDAVIT

OF

LORI A. SIMPSON

CHECKLIST ITEM 6 – UNBUNDLED NETWORK ELEMENTS - SWITCHING

APRIL 2, 2002

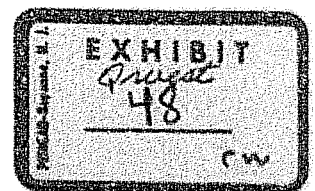


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**REBUTTAL AFFIDAVIT**

**OF**

**LORI A. SIMPSON**

**Checklist Item 6 — Unbundled Network Elements – Switching**

Lori A. Simpson states as follows:

My name is Lori A. Simpson. My business address is 301 West 65<sup>th</sup> Street, Minneapolis, Minnesota. I am Director – Legal Issues for Qwest Corporation (Qwest). I submit this Rebuttal Affidavit in support of Qwest's application for authority to provide interLATA services originating in South Dakota. In this Rebuttal Affidavit, I show that AT&T's claims concerning Qwest's compliance with the Telecommunications Act of 1996 (Telecom Act) and the FCC's rules and orders are incorrect, and that Qwest complies with Checklist Item 6 of Section 271 of the Telecom Act and the FCC's orders and rules as they relate to unbundled network elements -switching.<sup>1</sup>

**I. EXECUTIVE SUMMARY**

In this Rebuttal Affidavit I show that AT&T's comments and claims concerning unbundled network elements – switching (unbundled local switching) are erroneous, or are already satisfied by Qwest as requested by AT&T and as reflected in Qwest's South

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<sup>1</sup> 47 U.S.C. § 271(c)(2)(B)(vi).

1 Dakota SGAT filed with the Commission on October 24, 2001, and as reflected in  
2 Qwest's interconnection agreement with KMC Telecom V, Inc.<sup>2</sup> (KMC)

3 In summary, Qwest provides local unbundled switching in compliance with the  
4 Telecom Act and the FCC's rules and orders. For these reasons, the South Dakota  
5 Public Utilities Commission should find that Qwest has satisfied all of the requirements  
6 of Checklist Item 6.

7 **II. QWEST'S RESPONSE TO AT&T'S ERRONEOUS CLAIMS CONCERNING**  
8 **UNBUNDLED NETWORK ELEMENTS - SWITCHING**

9 **A. MISDIRECTED CALLS TO QWEST'S AND CLECS' OFFICES**

10  
11 In its comments AT&T<sup>3</sup> claims Qwest attempts to take unfair advantage of  
12 misdirected CLEC customer call in violation of section 271. It is unclear why AT&T  
13 makes this argument since the South Dakota SGAT filed in South Dakota on October  
14 24, 2001, and Qwest's interconnection agreement with KMC, provide exactly what  
15 AT&T seeks.

16 Specifically, after lengthy comments on this topic, AT&T proposes adding the  
17 words "seeking such information" at the end of the SGAT Section 9.23.3.17.<sup>4</sup> The  
18 October 24, 2001, South Dakota SGAT at Section 9.23.3.17, and Qwest's agreement  
19 with KMC, do just that, as follows:

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<sup>2</sup> The Interconnection Agreement between KMC Telecom V, Inc., and Qwest is attached to the Affidavit of Mr. Larry Brotherson on behalf of Qwest Corporation, dated April 2, 2002, as Exhibit LBB-GTC-1.

<sup>3</sup> Comments of AT&T dated March 18, 2002 (AT&T Comments) at p12

<sup>4</sup> AT&T Comments at pp14-15.



1 9.23.3.17 CLEC, or CLEC's agent, shall act as the single point of  
2 contact for its End User Customers' service needs, including without  
3 limitation, sales, service design, order taking, Provisioning, change orders,  
4 training, maintenance, trouble reports, repair, post-sale servicing, Billing,  
5 collection and inquiry. CLEC shall inform its End User Customers that they  
6 are End User Customers of CLEC. CLEC's End User Customers contacting  
7 Qwest will be instructed to contact CLEC, and Qwest's End User Customers  
8 contacting CLEC will be instructed to contact Qwest. In responding to calls,  
9 neither Party shall make disparaging remarks about each other. To the  
10 extent the correct provider can be determined, misdirected calls received by  
11 either Party will be referred to the proper provider of Local Exchange  
12 Service; however, nothing in this Agreement shall be deemed to prohibit  
13 Qwest or CLEC from discussing its products and services with CLEC's or  
14 Qwest's End User Customers who call the other Party **seeking such**  
15 **information.** [emphasis added]

16 Qwest's agreement with KMC also includes this identical provision, as follows:

17  
18 9.23.3.17 CLEC, or CLEC's agent, shall act as the single point of  
19 contact for its End User Customers' service needs, including without  
20 limitation, sales, service design, order taking, Provisioning, change orders,  
21 training, maintenance, trouble reports, repair, post-sale servicing, Billing,  
22 collection and inquiry. CLEC shall inform its End User Customers that they  
23 are End User Customers of CLEC. CLEC's End User Customers contacting  
24 Qwest will be instructed to contact CLEC, and Qwest's End User Customers  
25 contacting CLEC will be instructed to contact Qwest. In responding to calls,  
26 neither Party shall make disparaging remarks about each other. To the  
27 extent the correct provider can be determined, misdirected calls received by  
28 either Party will be referred to the proper provider of Local Exchange  
29 Service; however, nothing in this Agreement shall be deemed to prohibit  
30 Qwest or CLEC from discussing its products and services with CLEC's or  
31 Qwest's End User Customers who call the other Party **seeking such**  
32 **information.** [emphasis added]

33 Qwest submits that this settles the issue raised by AT&T.

34

1 **B. ACCESS TO ADVANCED INTELLIGENT NETWORK (AIN) SERVICES**  
2

3 In its comments, AT&T complains that it does not agree with the FCC's decision  
4 regarding access to AIN services with unbundled local switching.<sup>5</sup> AT&T states "that  
5 the FCC disregarded its own standards for determining whether a network element is  
6 proprietary or necessary."<sup>6</sup> Qwest does not agree that the FCC "disregarded" its own  
7 standard when it determined that ILECs do not have to provide access to the ILECs'  
8 AIN services, and AT&T has supplied nothing to suggest that Qwest is not acting  
9 consistently with the FCC's *UNE Remand Order*.<sup>7</sup>

10 As described in detail in my initial Affidavit concerning Checklist Item 6, Qwest  
11 complies with the FCC's requirements when it does not provide access to AIN services  
12 with unbundled local switching.<sup>8</sup> The FCC was very clear concerning this issue in the  
13 *UNE Remand Order*:

14 We agree with Ameritech that unbundling AIN service software such as  
15 "Privacy Manager" is not "necessary" within the meaning of the standard in  
16 section 251(d)(2)(A). In particular, a requesting carrier does not need to use  
17 an incumbent LEC's AIN service software to design, test, and implement a  
18 similar service of its own. (820) Because we are unbundling the incumbent  
19 LECs' AIN databases, SCE, SMS, and STPs, requesting carriers that  
20 provision their own switches or purchase unbundled switching from the

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<sup>5</sup> AT&T Comments at pp19-26.

<sup>6</sup> AT&T Comments at p20.

<sup>7</sup> See *Implementation of the Local Competition Provisions of the Telecommunications Act of 1996*, CC Docket No. 96-98, Third Report and Order, FCC 99-238 (rel. Nov. 5, 1999), ("*UNE Remand Order*").

<sup>8</sup> See Affidavit of Lori A. Simpson on behalf of Qwest Corporation regarding Checklist Item 6, Unbundled Network Elements – Switching, dated October 24, 2001.

1 incumbent will be able to use these databases to create their own AIN  
2 software solutions to provide services similar to Ameritech's "Privacy  
3 Manager." They therefore would not be precluded from providing service  
4 without access to it. **Thus, we agree with Ameritech and BellSouth that**  
5 **AIN service software should not be unbundled.**<sup>9</sup> (Emphasis added.)

6 The FCC did order, however, ILECs to provide a requesting carrier with  
7 unbundled access to the elements necessary for the CLEC itself to design, create, test  
8 and deploy AIN-based services.<sup>10</sup> As required by the FCC, and as described in my  
9 initial Affidavit, Qwest provides CLECs access to these elements.<sup>11</sup> Qwest's South  
10 Dakota SGAT and Qwest's interconnection agreement with KMC establish that Qwest  
11 offers each of the four required items to CLECs which allow CLECs to develop their own  
12 AIN services: AIN databases/platform (sections 9.14.1.2 and 9.14.2.2); SCE<sup>12</sup> (section  
13 9.14.1.1); SMS (section 9.13.1.1); and STPs (section 9.13.1.1). Because Qwest  
14 provides CLECs access to each of the four required items so that CLECs can develop  
15 their own AIN products, this restriction in no way disadvantages CLECs in their  
16 providing services with unbundled local switching. Qwest complies with the plain  
17 language of the FCC's *UNE Remand Order*.

---

<sup>9</sup> *UNE Remand Order*, ¶419. Footnotes 820 and 821 were omitted.

<sup>10</sup> *UNE Remand Order*, ¶ 412.

<sup>11</sup> See Affidavit of Lori A. Simpson on behalf of Qwest Corporation regarding Checklist Item 6, Unbundled Network Elements – Switching, dated October 24, 2001.

<sup>12</sup> SGAT and KMC agreement section 9.14.1.1 does not use the exact phrase "service creation environment" or "SCE"; however, the "SCE" is referred to in 9.14.1.1 as "Qwest's AIN service application development process").

1 AT&T claims that "[I]t does not appear that Qwest's service appears in any way  
2 unique to warrant a finding that it should be classified as proprietary."<sup>13</sup>  
3 The FCC's ruling that AIN services are not subject to unbundling is not contingent upon  
4 a determination of whether Qwest's specific AIN services are proprietary. The FCC  
5 held that AIN features, by their very nature, are proprietary.<sup>14</sup> Furthermore, Qwest's AIN  
6 products are proprietary to Qwest as evidenced by the fact that they are covered by  
7 patents, trademarks and copyright protection.<sup>15</sup> AIN software programs are also trade  
8 secrets of Qwest having been created and written by Qwest engineers.

9 The foregoing demonstrates that Qwest is not obligated to unbundle its AIN  
10 features. This is underscored by the fact that this issue was previously raised by AT&T  
11 and went to "impasse" in each of 12 state 271 hearings and workshops. In each case,  
12 including in the multistate 271 process, Qwest's position has been sustained and  
13 approved. Furthermore, Dr. Griffing's testimony on behalf of the South Dakota  
14 Commission Staff recommends: "[t]he Commission should adopt the proposed  
15 resolution," recommended by multistate facilitator Mr. John Antonuk finding that Qwest  
16 meets all switch obligations.<sup>16</sup>

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<sup>13</sup> AT&T comments at p23.

<sup>14</sup> *UNE Remand Order*, ¶418.

<sup>15</sup> See Confidential-Proprietary Exhibit LAS-SWITCH-2C attached to my initial Affidavit concerning Checklist Item 6.

<sup>16</sup> Direct Testimony of Dr. Marlon Griffing at p98.

1 C. PROVISION OF UNBUNDLED LOCAL SWITCHING IN "EXEMPT" WIRE  
2 CENTERS WHERE EEL IS NOT AVAILABLE, IF ANY  
3

4 This issue is not relevant in South Dakota given that none of the top 50  
5 metropolitan statistical areas (MSAs) identified by the FCC is in South Dakota.  
6 However, AT&T comments on this issue in its South Dakota comments, so I will provide  
7 Qwest's reply below.

8 As AT&T notes in its comments, the FCC has determined that unbundled local  
9 switching is a UNE that ILECs must make available. The FCC also found:

10 . . . that an exception to this rule is required under certain market  
11 circumstances. We find that, where incumbent LECs have provided  
12 nondiscriminatory, cost-based access to combinations of loop and transport  
13 unbundled network elements, known as the enhanced extended link (EEL),  
14 requesting carriers are not impaired without access to unbundled switching  
15 for end users with four or more lines within density zone 1 in the top 50  
16 metropolitan statistical areas (MSAs).<sup>17</sup>

17 AT&T states in its comments that "[I]f an EEL is ordered by a CLEC and it cannot be  
18 provisioned by Qwest, Qwest must make the unbundled switching element available."<sup>18</sup>

19 Qwest does not agree with AT&T. The FCC's unbundled switching exemption is  
20 not dependent upon capacity availability for other services in impacted Qwest wire  
21 centers. The FCC, after a detailed analysis, determined that CLECs had adequate  
22 alternatives to unbundled switching in wire centers in density zone 1 of the top 50  
23 MSAs. The FCC did not limit its analysis to wire centers without exhaust issues. The  
24 FCC did require ILECs to offer EELs in those wire centers, but it did not condition the

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<sup>17</sup> *UNE Remand Order*, ¶¶ 253 & 278.

<sup>18</sup> AT&T Comments at p26.

1 switching exception on a CLEC-specific/wire center-specific analysis of facility  
2 exhaustion. The focus regarding whether a particular CLEC has access to a particular  
3 EEL or collocation is misplaced. The FCC's analysis is based upon the alternatives  
4 available to CLECs in the aggregate, and not as to whether a particular CLEC has  
5 access to a desired transport element.

6 Accordingly, for the reasons noted here, the South Dakota SGAT and Qwest's  
7 interconnection agreement with KMC are appropriate as written.

8 **D. AT&T INCORRECTLY CLAIMS THAT END USER CUSTOMERS SHOULD BE**  
9 **COUNTED ON A CUSTOMER LOCATION BASIS RATHER THAN A WIRE**  
10 **CENTER BASIS FOR PURPOSES OF APPLYING THE MARKET-BASED**  
11 **RATE**

12  
13 This issue is not relevant in South Dakota given that none of the top 50  
14 metropolitan statistical areas (MSAs) identified by the FCC is in South Dakota.  
15 However, AT&T comments on this issue in its South Dakota comments, so I will provide  
16 Qwest's reply.

17 As AT&T notes in its comments<sup>19</sup>, the FCC has held that unbundled switching is  
18 a network element.<sup>20</sup> However, the FCC made an exception, finding that ILECs do not  
19 have to provide unbundled local switching to customers with four or more lines in  
20 density zone 1 wire centers if the ILEC makes the EEL available.<sup>21</sup> Consistent with the  
21 FCC's clear language, Qwest will apply the exception on a wire center-wide basis.

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<sup>19</sup> AT&T Comments at p28.

<sup>20</sup> *UNE Remand Order*, ¶ 253.

<sup>21</sup> *UNE Remand Order*, ¶ 253.

1 meaning it will count each end users' service throughout the entire wire center to  
2 determine whether the end user has four or more lines. AT&T, takes a contrary  
3 position: "[I]t is AT&T's position that the line count should be done on a location-by-  
4 location basis."<sup>22</sup>

5 Qwest's position is consistent with the FCC's orders and rules, and AT&T's  
6 position is not. The FCC has provided as follows:

7 We find that, where incumbent LECs have provided nondiscriminatory, cost-  
8 based access to combinations of loop and transport unbundled network  
9 elements, known as the enhanced extended link (EEL), requesting carriers  
10 are not impaired without access to unbundled switching **for end users with**  
11 **four or more access lines within density zone 1** in the top 50 metropolitan  
12 statistical areas (MSAs).<sup>23</sup>

13 The FCC is clear that the number-of-lines threshold is satisfied when an end user has  
14 "four or more lines within density zone 1." AT&T's request to erode the FCC's exception  
15 and make the end user have four or more lines at each end user customer geographic  
16 location within a density zone 1 wire center is contrary to the mandate of the FCC  
17 should be rejected.

18 This issue was raised by AT&T and went to "impasse" in the multistate 271  
19 process where Qwest's position was sustained and approved. In this proceeding, Dr.  
20 Griffing's testimony on behalf of the South Dakota Commission Staff recommends this  
21 Commission accept the proposed resolution offered by the multistate facilitator.<sup>24</sup>

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<sup>22</sup> AT&T Comments at p28.

<sup>23</sup> *UNE Remand Order*, ¶253 (emphasis added).

<sup>24</sup> Direct Testimony of Dr. Marlon Griffing at p99.

1 E. AT&T CLAIMS THAT QWEST IS REQUIRED TO PROVIDE SWITCH  
2 INTERFACES AT THE GR-303/TR-008 LEVEL  
3

4 AT&T comments extensively concerning its desire to have access to "unbundled  
5 local switching using GR-303/TR-008 interfaces."<sup>25</sup> It states, finally, in a footnote, that "  
6 . . . [i]n a workshop in another jurisdiction, Qwest proposed SGAT language acceptable  
7 to AT&T. If this language is adopted in South Dakota, this issue would be closed for  
8 AT&T."<sup>26</sup> Qwest has included this language in the South Dakota SGAT filed on October  
9 24, 2001 and in its interconnection agreement with KMC. The SGAT provides as  
10 follows:

11 9.11.1.1.2 Qwest offers access to GR-303 features and functionalities as  
12 outlined in this Section. As a condition of this virtual access, CLEC must deploy  
13 a Remote Digital Terminal (RT) "hosted" by a GR-303 capable Qwest Switch.  
14 Under this architecture, and dependent on the existence and availability of GR-  
15 303 in any given office, a CLEC may deploy any compatible GR-303 Remote  
16 Terminal under the following conditions:

17 9.11.1.1.2.1 The Qwest Central Office must have existing GR-303  
18 capability with spare capacity available for use by CLEC. In addition,  
19 while CLEC may deploy its choice of Remote Terminal, it must be  
20 compatible with the existing Qwest GR-303 interface.

21 9.11.1.1.2.2 The transport between the Qwest Switch and the CLEC RT  
22 may be purchased from Qwest or provided by CLEC. If transport is  
23 provided by Qwest, the Demarcation Point will be at a physical cross  
24 connect point at the RT. If transport is provided by CLEC, the  
25 Demarcation Point will be at a physical cross connect in the Qwest  
26 Central Office.

27 9.11.1.1.2.3 Concentration levels will be in keeping with Qwest's  
28 current standard of 4:1 at the Switch. The specific concentration ratios to  
29 be applied to the RTs will be determined on a case by case basis.

30 <sup>25</sup> AT&T Comments at pp. 29-31.

31 <sup>26</sup> AT&T Comments at fn141.



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9.11.1.1.2.4 The TR-057 interface at the RT will be disabled. This interface enables the universal DLC applications and offers access to the OSS, Provisioning, and performance monitoring systems from the RT. By disabling the TR-057 interface, Qwest ensures that it retains the physical and logical administration of the GR-303 interface and that security and system integrity concerns are minimized.

9.11.1.1.2.5 All traffic must be delivered at 64 clear channel, (i.e. voice compression will not be allowed).

9.11.1.1.2.6 GR-303 was designed for the delivery of circuit switched voice traffic as such, packetized traffic will not be accepted.

9.11.1.1.2.7 While Qwest will retain administration of the DLC, CLEC will be responsible for all traffic management. Changes in Provisioning will be made only at the request of CLEC. CLEC will be allowed to view channel availability and monitor traffic and blocking levels at the RT via a man-to-machine interface (MMI). The CLEC will not have the ability to make any changes as all Provisioning will be done solely by Qwest at CLEC's request.

9.11.1.1.2.8 The parties will be responsible for the repair and maintenance of facilities on their side of the Demarcation Point. It is assumed that this will be done in an as yet undeveloped cooperative manner.

9.11.1.1.2.9 This specific network architecture option for virtual access to the GR-303 interface listed in this section is available via the Special Request Process (SRP). Any request that materially deviates from the language in this section regarding access to the GR-303 interface must be submitted via the Bona Fide Request (BFR) process.

Qwest's agreement with KMC also includes this identical provision, as follows:

9.11.1.1.2 Qwest offers access to GR-303 features and functionalities as outlined in this Section. As a condition of this virtual access, CLEC must deploy a Remote Digital Terminal (RT) "hosted" by a GR-303 capable Qwest Switch. Under this architecture, and dependent on the existence and availability of GR-303 in any given office, a CLEC may deploy any compatible GR-303 Remote Terminal under the following conditions:

9.11.1.1.2.1 The Qwest Central Office must have existing GR-303 capability with spare capacity available for use by CLEC. In addition, while CLEC may deploy its choice of Remote Terminal, it must be compatible with the existing Qwest GR-303 interface.

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9.11.1.1.2.2 The transport between the Qwest Switch and the CLEC RT may be purchased from Qwest or provided by CLEC. If transport is provided by Qwest, the Demarcation Point will be at a physical cross connect point at the RT. If transport is provided by CLEC, the Demarcation Point will be at a physical cross connect in the Qwest Central Office.

9.11.1.1.2.3 Concentration levels will be in keeping with Qwest's current standard of 4:1 at the Switch. The specific concentration ratios to be applied to the RTs will be determined on a case by case basis.

9.11.1.1.2.4 The TR-057 interface at the RT will be disabled. This interface enables the universal DLC applications and offers access to the OSS, Provisioning, and performance monitoring systems from the RT. By disabling the TR-057 interface, Qwest ensures that it retains the physical and logical administration of the GR-303 interface and that security and system integrity concerns are minimized.

9.11.1.1.2.5 All traffic must be delivered at 64 clear channel. (i.e. voice compression will not be allowed).

9.11.1.1.2.6 GR-303 was designed for the delivery of circuit switched voice traffic as such, packetized traffic will not be accepted.

9.11.1.1.2.7 While Qwest will retain administration of the DLC, CLEC will be responsible for all traffic management. Changes in Provisioning will be made only at the request of CLEC. CLEC will be allowed to view channel availability and monitor traffic and blocking levels at the RT via a man-to-machine interface (MMI). The CLEC will not have the ability to make any changes as all Provisioning will be done solely by Qwest at CLEC's request.

9.11.1.1.2.8 The parties will be responsible for the repair and maintenance of facilities on their side of the Demarcation Point. It is assumed that this will be done in an as yet undeveloped cooperative manner.

9.11.1.1.2.9 This specific network architecture option for virtual access to the GR-303 interface listed in this section is available via the Special Request Process (SRP). Any request that materially deviates from the language in this section regarding access to the GR-303 interface must be submitted via the Bona Fide Request (BFR) process.

This issue should be settled for AT&T.

1 III. CONCLUSION

2 For the foregoing reasons, Qwest has satisfied the requirements of Section  
3 2710012)(B)(vi) of the Telecom Act regarding unbundled local switching. The South  
4 Dakota Public Utilities Commission should conclude that Qwest satisfies Checklist Item

5 6.

6 That concludes my rebuttal testimony.

7

BEFORE THE  
PUBLIC UTILITIES COMMISSION  
STATE OF SOUTH DAKOTA

IN THE MATTER OF THE INVESTIGATION )  
INTO QWEST CORPORATION'S )  
COMPLIANCE WITH SECTION 271 (C) OF THE )  
TELECOMMUNICATIONS ACT OF 1996 )

DOCKET TC 01-

QWEST CORPORATION'S

AFFIDAVIT

OF

LORI A. SIMPSON

CHECKLIST ITEMS 7(II and III) -- OPERATOR SERVICES AND DIRECTORY  
ASSISTANCE SERVICES

OCTOBER 23, 2001



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**AFFIDAVIT**

**OF**

**LORI A. SIMPSON**

**Checklist Item 7-- Operator Services and Directory Assistance services**

Lori A. Simpson states as follows:

My name is Lori A. Simpson. My business address is 301 West 65<sup>th</sup> Street, Minneapolis, Minnesota. I am Director – Legal Issues for Qwest Corporation ("Qwest"). I submit this affidavit in support of Qwest's application for authority to provide interLATA services originating in South Dakota. In this affidavit, I show that Qwest complies with Checklist Item 7 of Section 271 of the Telecommunications Act of 1996 ("1996 Act" or "Act") as it relates to operator services and directory assistance services.<sup>1</sup>

I base this affidavit on professional experience, personal knowledge, and information available to me in the normal course of my duties, including records regularly kept in the course of business by Qwest.<sup>2</sup>

**I. EXECUTIVE SUMMARY**

Qwest provides competitive local exchange carriers ("CLECs") with nondiscriminatory access to Qwest's operator and directory assistance services in compliance with the requirements of both Section 271(c)(2)(B)(vii) (Checklist Item 7)

<sup>1</sup> See 47 U.S.C. § 271(c)(2)(B)(vii)(II),(III).

<sup>2</sup> A description of my professional experience and education is included as Exhibit LAS-DAOS-1 to this Affidavit.

1 and Section 251(b)(3) of the 1996 Act regarding operator services and directory  
2 assistance.<sup>1</sup> Qwest provides CLECs with access to Qwest's operator services and  
3 directory assistance services, as well as to Qwest's directory assistance databases,  
4 pursuant to Qwest's Statement of Generally Available Terms and Conditions ("SGAT")  
5 and Qwest's commission-approved interconnection agreements.

6 Qwest offers CLECs access to the same operator services and directory  
7 assistance services that Qwest provides to its retail end user customers. All callers,  
8 regardless of the caller's or called party's local service provider, can access Qwest's  
9 directory assistance by dialing "411," "1+411," or "1+NPA+555-1212," for example, and  
10 can access operator services by dialing "0" or "0" plus a telephone number. The design  
11 of Qwest's processes for providing operator services and directory assistance services  
12 ensures that all calls are handled in the same manner regardless of whether they are  
13 originated by CLEC end users or by Qwest end users. Qwest handles all operator and  
14 directory assistance calls on a first-come, first-served basis. Qwest also provides  
15 branding for CLECs that purchase these services from Qwest. Qwest makes Qwest  
16 personnel available to CLECs to assist them in accessing Qwest's operator and  
17 directory assistance services.

18 As of August 31, 2001, Qwest had provided directory assistance and operator  
19 services to eight reseller CLECs in South Dakota. As of the same date, Qwest  
20 provides 67 operator service trunks to two facilities-based CLECs in South Dakota.

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<sup>1</sup> See 47 U.S.C. §§ 271(c)(2)(B)(vii)(II), (III); 251(b)(3).

Checklist Item 7 -- Operator Services and Directory Assistance Services

1 Qwest measures its performance in providing directory assistance and operator  
2 services to CLECs and Qwest retail end users. Qwest's performance indicator  
3 definitions ("PIDs") were developed in the Regional Oversight Committee ("ROC")  
4 collaborative Section 271 performance measures workshops. Those workshops,  
5 involving both Qwest and CLECs, were conducted under the auspices of the ROC  
6 performance measures committee, which is composed of 13 state commissions in the  
7 Qwest region.

8 Qwest's performance indicators for operator services and directory assistance,  
9 DA-1 and OS-1, "Speed of Answer," measure the average time required for Qwest's  
10 operator and directory assistance personnel to answer calls. In August 31, 2001,  
11 Qwest's operator services answered calls in an average of 9.03 seconds and Qwest's  
12 directory assistance services answered calls in an average of 7.65 seconds.

13 Qwest also provides CLECs that elect to provide directory assistance or operator  
14 services themselves or through a third party nondiscriminatory access to Qwest's  
15 directory assistance database on a real-time, "read only" or "per dip" basis. A CLEC  
16 also can purchase access in bulk to Qwest's directory assistance database to create its  
17 own directory assistance database.

18 For these reasons, Qwest satisfies the requirements of Checklist Item 7 as it  
19 relates to access to operator services and directory assistance services.



1 **II. QWEST PROVIDES ACCESS TO OPERATOR AND DIRECTORY**  
2 **ASSISTANCE SERVICES, AND DIRECTORY ASSISTANCE DATABASES, IN**  
3 **COMPLIANCE WITH THE 1996 ACT AND THE FCC'S RULES.**

4 Sections 271(c)(2)(B)(vii)(II) and (III), respectively, require local exchange  
5 carriers to provide: (1) nondiscriminatory access to "directory assistance services to  
6 allow the other carrier's customers to obtain telephone numbers" and (2)  
7 nondiscriminatory access to "operator call completion services."<sup>4</sup> Section 251(b)(3) of  
8 the Act imposes on local exchange carriers ("LECs") "the duty to permit all [competing  
9 providers of telephone exchange service and telephone toll service] to have  
10 nondiscriminatory access to . . . operator services, directory assistance, and directory  
11 listing, with no unreasonable dialing delays."<sup>5</sup> The FCC has concluded that a Bell  
12 Operating Company ("BOC") must be in compliance with Section 251(b)(3) to satisfy the  
13 requirements of Sections 271(c)(2)(B)(vii)(II) and (III).<sup>6</sup>

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<sup>4</sup> See 47 U.S.C. §§ 271(c)(2)(B)(vii)(II), (III).

<sup>5</sup> See 47 U.S.C. § 251(b)(3).

<sup>6</sup> 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, 15 FCC Rcd 18354, ¶ 346 (rel. June 30, 2000) ("SBC Texas Order"); Application by Bell Atlantic New York for Authorization Under Section 271 of the Communications Act to Provide In-Region, InterLATA Service In the State of New York, Memorandum Opinion and Order, CC Docket 99-295, FCC 99-404, 15 FCC Rcd 3953, ¶ 352 (rel. Dec. 22, 1999) ("Bell Atlantic New York Order"). Both Sections 251(b)(3) and 271(c)(2)(B)(vii)(II) refer to nondiscriminatory access to "directory assistance." Section 251(b)(3), however, refers to nondiscriminatory access to "operator services," while Section 271(c)(2)(B)(vii)(III) refers to nondiscriminatory access to "operator call completion services." 47 U.S.C. §§ 251(b)(3); 271(c)(2)(B)(vii)(III). The FCC has concluded that for checklist

1 Directory assistance is a service through which callers can obtain the published  
2 telephone numbers and addresses of subscribers to telephone service. Generally, end  
3 user customers dial "411," "1-411," or "555-1212" to have their calls routed to Qwest's  
4 directory assistance platform. The end user then provides Qwest's directory assistance  
5 system or operator with a request for a telephone number and/or address. In response,  
6 the Qwest operator performs a "dip" into Qwest's directory assistance database to  
7 obtain the requested information. The requested information is subsequently relayed to  
8 the end user. Where available, the end user will have the option of having his or her  
9 local or intraLATA call completed to the requested telephone number for an additional  
10 charge.

11 The FCC has concluded that "nondiscriminatory access to directory assistance  
12 and directory listings" means that "customers of all telecommunications service  
13 providers should be able to access each local exchange carrier's (LEC's) directory

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compliance purposes, "operator call completion services" is a subset of or equivalent to "operator service." SBC Texas Order, ¶ 346, n.988, citing Application of BellSouth Corporation, BellSouth Telecommunications, Inc., and BellSouth Long Distance, Inc. for Provision of In-Region, InterLATA Services in Louisiana, Memorandum Opinion and Order, CC Docket No. 98-121, FCC 98-271, 13 FCC Rcd 20599, ¶ 240 n.763 (rel. Oct. 13, 1998) ("BellSouth Louisiana II Order"). In the UNE Remand Order, the FCC concluded that operator services and directory assistance services are not network elements that incumbent local exchange carriers ("ILECs") are required to unbundle under Section 251(c)(3) of the Act. Implementation of the Local Competition Provisions of the Telecommunications Act of 1996, Third Report and Order and Fourth Further Notice of Proposed Rulemaking, CC Docket No. 95-98, FCC 99-238, 15 FCC Rcd 3696, ¶¶ 446-64 (rel. Nov. 5, 1999) ("UNE Remand Order"). However, ILECs are still obligated to provide directory assistance and operator services on a nondiscriminatory basis and without unreasonable dialing delay under Section 251(b)(3).

1 assistance services and obtain a directory listing on a nondiscriminatory basis,  
2 notwithstanding: (1) the identity of a requesting customer's local telephone service  
3 provider; or (2) the identity of the telephone service provider for a customer whose  
4 directory listing is requested."<sup>7</sup> The FCC has concluded that nondiscriminatory access  
5 to the dialing patterns "4-1-1" and "5-5-5-1-2-1-2" to access directory assistance is  
6 technically feasible and will continue.<sup>8</sup>

7 Operator services are those services that end users associate with dialing "0" or  
8 "0" plus a telephone number to be connected to an operator or mechanized operator  
9 services. Operator services include, but are not limited to, the verification and  
10 interruption of busy lines, assistance with emergency calls, and assistance with and  
11 completion of local and intraLATA long distance calls, such as person-to-person calls,  
12 collect calls, and third party calls.

13 The FCC defined "nondiscriminatory access" to operator services as the ability of  
14 "... a telephone service customer, regardless of the identity of his or her local

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<sup>7</sup> SBC Texas Order, ¶ 346; Bell Atlantic New York Order, ¶ 352, both citing 47 C.F.R. § 51.217(c)(3); Implementation of the Local Competition Provisions of the Telecommunications Act of 1996; interconnection Between Local Exchange Carriers and Commercial Mobile Radio Service Providers; Area Code Relief Plan for Dallas and Houston, Ordered by the Public Utility Commission of Texas; Administration of the North American Numbering Plan; Proposed 708 Relief Plan and 630 Numbering Plan Area Code by Ameritech-Illinois. Second Report and Order and Memorandum Opinion and Order, CC Docket Nos. 96-98, 95-135, 92-237, FCC 96-333, 11 FCC Rcd 19392, ¶¶ 130-35 (rel. Aug. 8, 1996) ("Local Competition Second Report and Order").

<sup>8</sup> *Id.*, citing Local Competition Second Report and Order, ¶ 151.

1 telephone service provider, . . . to connect to a local operator by dialing "0," or "0" plus  
2 the desired telephone number."<sup>9</sup>

3 Qwest provides competitors with access to operator services and directory  
4 assistance services and databases pursuant to Sections 10.5, 10.6, and 10.7 of its  
5 South Dakota SGAT and pursuant to its commission-approved interconnection  
6 agreements. Qwest's SGAT was updated as a result of consensus reached in  
7 collaborative Section 271 workshop processes, conducted on an open basis with full,  
8 active, and equal participation by competitors and state commission staffs. Specifically,  
9 Qwest's SGAT was updated with the input of competitors and commission staffs  
10 through collaborative Section 271 workshops in Arizona, Colorado, Oregon,  
11 Washington, and the seven-state joint Section 271 workshops involving Idaho, Iowa,  
12 Montana, New Mexico, North Dakota, Utah, and Wyoming. Although South Dakota did  
13 not participate in the Section 271 collaborative workshops, Qwest filed a revised SGAT  
14 in South Dakota incorporating the consensus language and modifications to the SGAT  
15 relating to these checklist items developed through the collaborative workshop  
16 processes in other states. Accordingly, South Dakota CLECs also benefit from  
17 agreements reached in those workshops.

18 **A. Options for Providing Operator Services and Directory Assistance**  
19 **services, and Access Configurations for Different Types of CLECs.**

20 Qwest provides CLECs with nondiscriminatory access to its operator services  
21 and directory assistance services in compliance with the 1996 Act and the FCC's

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<sup>9</sup> *Id.*, citing Local Competition Second Report and Order, ¶ 112.

1 rules.<sup>10</sup> Each method Qwest uses to provide operator services or directory assistance  
2 services to CLECs is designed to ensure that the quality of the services provided to  
3 CLEC end users is the same as that Qwest provides to its own retail customers.

4 As of August 31, 2001, Qwest provides directory assistance and operator  
5 services to eight reseller CLECs in South Dakota. As of the same date, Qwest  
6 provides 67 operator service trunks to two facilities-based CLECs in South Dakota.

7 A CLEC that provides local exchange telephone service, whether through resale,  
8 unbundled network element platform ("UNE-P") combinations, the purchase of stand-  
9 alone unbundled switching, or its own switching facilities, may, consistent with FCC  
10 requirements, provide access to operator services and directory assistance services to  
11 its end user customers using one of three means. The CLEC may (a) purchase and  
12 resell Qwest's operator services and/or directory assistance services; (b) provide  
13 operator services and/or directory assistance services itself; or (c) provide operator  
14 services and/or directory assistance services using a third party's facilities and  
15 personnel.<sup>11</sup> Access configurations for these different methods of providing access to  
16 operator services and directory assistance services differ for reseller CLECs, CLECs  
17 that purchase UNE-P combinations or stand-alone unbundled switching, and CLECs  
18 that use their own switching facilities.

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<sup>10</sup> See 47 U.S.C. §§ 251(b)(3), 271(c)(2)(B)(iii); 47 C.F.R. § 51.217(c)(3).

<sup>11</sup> See SBC Texas Order, ¶ 347.

1           **Purchasing Access to Operator Services or Directory Assistance services**  
2 **from Qwest.**

3           a.     **Reseller CLECs, CLECs Using UNE-P, CLECs with Stand-alone**  
4 **Unbundled Switching that Purchase Access to Qwest Operator Services and/or**  
5 **Directory Assistance Services.** CLECs that purchase access to Qwest's operator  
6 services and/or directory assistance services purchase access to the same operator  
7 services or directory assistance services that Qwest provides to its retail end users.

8           The end users of reseller CLECs, CLECs that purchase UNE-P combinations,  
9 and of CLECs that purchase stand-alone unbundled switching access Qwest's operator  
10 services or directory assistance services dial the same numbers that Qwest's end user  
11 customers dial -- "411," "1-411," "555-1212" -- to reach directory assistance services,  
12 and "0" or "0" plus a telephone number to reach operator services.<sup>12</sup>

13           The operator services or directory assistance calls of end users of reseller  
14 CLECs, CLECs that use UNE-P combinations, and CLECs that use stand-alone  
15 unbundled switching is automatically routed to Qwest's operator services or directory  
16 assistance platform. Such CLECs' end users' calls are commingled with Qwest's retail  
17 end users' calls, and the calls are transported over facilities shared with Qwest's retail  
18 end users' calls for delivery to Qwest's operator services and directory assistance  
19 platforms.

20           b.     **CLECs That Use Their Own Switching Facilities.** CLECs that purchase  
21 access to Qwest's operator services and/or directory assistance services purchase

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<sup>12</sup> See SGAT §§ 10.5.2.8 and 10.7.2.13

1 access to the same operator services or directory assistance services that Qwest  
2 provides to its retail end users.

3 CLECs that use their own switching facilities may purchase access to Qwest's  
4 operator services and/or directory assistance services. To do so, these CLECs  
5 establish dedicated transport facilities from their switch to Qwest's directory assistance  
6 or operator services platforms. The CLEC may self-provision the transport service, may  
7 obtain it from a third party, or may purchase the use of unbundled transport from Qwest.  
8 CLECs that use their own switching facilities have the option of either allowing their end  
9 user customers to dial the same numbers to access Qwest's operator services and  
10 directory assistance services that Qwest end users dial, or selecting different numbers  
11 by which their end users may access Qwest's operator services and directory  
12 assistance services.<sup>13</sup>

13 **c. Providing Access to the CLEC's or a Third Party's Operator Services**  
14 **or Directory Assistance services.** CLECs can provide access to their own or to a  
15 third party's operator service and/or directory assistance services for their end users.

16 Reseller CLECs and facilities-based CLECs that use UNE-P combinations or  
17 stand-alone unbundled switching may implement these options by using customized  
18 routing and dedicated transport to route and carry the CLEC's end users' operator  
19 services or directory assistance calls from Qwest's switch to the CLEC's or a third  
20 party's operator services or directory assistance platform. To do this, the CLEC  
21 purchases customized routing from Qwest. Customized routing programs Qwest's

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<sup>13</sup> See SGAT §§ 10.5.2.9 and 10.7.2.13.

1 switch and the lines of CLEC end users to route operator services or directory  
2 assistance calls to the CLEC-selected operator services and directory assistance  
3 platforms over the CLEC's dedicated transport facilities. The CLEC may self-provision,  
4 or lease from Qwest or from a third party, dedicated transport from Qwest's end office  
5 switch to the operator services or directory assistance platforms the CLEC chooses.<sup>14</sup>

6 CLECs that use their own switching facilities can provide operator services and  
7 directory assistance services using their own or a third party's platform by routing their  
8 end users' operator services and directory assistance traffic directly from their switching  
9 facilities to dedicated transport facilities that transport the calls to their own operator  
10 services and directory assistance platforms or to the platforms of a third-party provider.  
11 This configuration does not involve Qwest except to the extent that the CLEC chooses  
12 to purchase the use of unbundled dedicated transport facilities from Qwest.

13 **B. CLEC Access to Qwest's Directory Assistance Services and Operator**  
14 **Services.**

15 Qwest provides the same directory assistance and operator services to CLEC  
16 end user customers that Qwest provides to its retail end user customers. Moreover,  
17 Qwest employs the same methods, practices, and standards in providing those services  
18 to CLEC end users that Qwest uses to provide the services to its retail end users.

19 CLECs' end users can access Qwest's directory assistance services by dialing  
20 the same numbers Qwest's end users dial. CLECs' end users can access Qwest's

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<sup>14</sup> Customized routing is available in the South Dakota SGAT in § 9.12. Customized routing is part of Checklist Item 6, Unbundled Network Elements -- Switching, and is addressed in my Affidavit filed in this matter concerning that checklist item.



1 operator services by dialing "0" or "0" plus a telephone number, the same numbers  
2 Qwest's end users dial. All callers to Qwest's directory assistance services can obtain  
3 any telephone number contained in Qwest's directory assistance database, which  
4 includes CLEC end user listings.<sup>15</sup>

5 The directory assistance services that Qwest provides to CLEC end users are  
6 identical to the services Qwest provides to its retail end users, and consists of (a) the  
7 provision of local end user names, addresses, and telephone numbers to requesting  
8 callers; (b) where available, the provision of access to Qwest's national directory  
9 assistance services for non-local listings; and (c) where available, the completion of  
10 local or intraLATA calls to requested telephone numbers.

11 The operator services Qwest provides to CLEC end users are identical to the  
12 services Qwest provides to its retail end users. The operator services that Qwest  
13 provides include the following:

- 14 • **Local Assistance.** This service (a) assists end users seeking help  
15 or information in placing or completing local calls, (b) connects end  
16 users to home NPA (local), long distance, and national (where  
17 technically feasible) directory assistance, and (c) provides other  
18 information and guidance, as may be consistent with Qwest's  
19 customary practices for providing end user assistance. End users  
20 can access this service by dialing "0" for an operator, or by dialing  
21 "0" plus a local telephone number for automated call completion  
22 without assistance, or with limited assistance of a live operator.

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<sup>15</sup> Listings available include the listings for end users of all local service providers in the region that are included in Qwest's listings database – Qwest, CLECs, and independent telephone companies. The process for CLECs to submit, update, and verify listings in Qwest's directory assistance database is discussed in my Affidavit on Checklist Item 8 - White Pages Directory Listings.

- 1           •     **IntraLATA Toll Assistance.** This service assists end users  
2 requesting help or information in placing or completing intraLATA  
3 toll calls. End users can access this service by dialing "0" for an  
4 operator, or by dialing "0+" an intraLATA telephone number for  
5 automated call completion without assistance, or with limited  
6 assistance of a live operator.
  
- 7           •     **Emergency Assistance.** This service assists end users that are  
8 attempting to place local or intraLATA toll calls to emergency  
9 agencies, including but not limited to, police, sheriff, highway patrol,  
10 and fire departments.
  
- 11          •     **Busy Line Verification.** This service permits an end user to  
12 request assistance from an operator to determine if a called line is  
13 in use.
  
- 14          •     **Busy Line Interrupt.** This service permits an end user to request  
15 assistance from an operator to interrupt a telephone call in  
16 progress. The operator will interrupt the busy line and inform the  
17 called party that a call is waiting.<sup>16</sup>

18           To assist CLECs in obtaining access to Qwest's operator services and directory  
19 assistance services, Qwest assigns individual account managers from Qwest's  
20 Wholesale Markets organization to each CLEC. CLECs fill out questionnaires regarding  
21 the Qwest operator services and/or directory assistance services that they wish to  
22 access. Account managers are available to answer questions, facilitate a CLEC's  
23 interactions with Qwest, and provide updated and new information to CLECs on a  
24 regular basis. Qwest help desks and Qwest's Interconnect Service Center also are  
25 available to answer questions and provide assistance to CLECs.

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<sup>16</sup> See SGAT § 10.7.1.

1 **C. Qwest's Provision of Operator and Directory Assistance Services is**  
2 **Nondiscriminatory By Design.**

3 Qwest's SGAT provides that Qwest will provide CLECs with nondiscriminatory  
4 access to directory assistance and operator services. Qwest performs directory  
5 assistance and operator services for CLEC end users in accordance with the operating  
6 methods, practices, and standards applicable to Qwest retail end users.<sup>17</sup> Qwest  
7 provides the same priority of handling for CLEC end user calls that it provides for its  
8 retail end user calls.<sup>18</sup> Specifically, calls to Qwest's directory assistance and operator  
9 services are handled on a first-come, first-served basis, without regard to whether calls  
10 are originated by CLEC or Qwest end users.<sup>19</sup>

11 The design of Qwest's operator services and directory assistance services  
12 systems ensures that all calls are handled in the same manner, regardless of whether  
13 they are originated by CLEC end users or by Qwest end users. Qwest's directory  
14 assistance and operator services personnel and systems handle calls on a first-come,  
15 first-served basis. As calls are delivered to Qwest's operator services or directory  
16 assistance platforms, they are placed in a queue based on the order in which the calls  
17 reached the platforms.

18 From the queue, calls are distributed to Qwest mechanized systems and  
19 operators based on the order in which the calls entered the queue. Operator positions  
20 are automatically polled to determine operator availability to receive a call. Calls feed

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17 See SGAT §§ 10.5.2.4 and 10.7.2.7.

18 *Id.*

1 automatically and mechanically into "open" operator positions. Each call is delivered to  
2 an available operator based on the call's place in the queue and the length of time that  
3 an operator has been without a call. The operators have no ability to influence the  
4 types of calls that feed to them from the queue. Rather, if an operator is without a call,  
5 the next call in queue is automatically fed to that operator and he or she simply hears a  
6 tone that alerts him/her to the presence of a call. Furthermore, directory assistance  
7 operators cannot discriminate based on the service provider of the called party as  
8 listings in the directory assistance database are not marked with the identity of the listed  
9 party's local service provider. This handling process applies both to calls delivered over  
10 shared Qwest trunks and calls delivered over dedicated CLEC trunks.

11 Qwest also has specialized queues for certain types of calls. These specialized  
12 queues may include queues for: (a) calls from Spanish-speaking end users (so that  
13 such calls may be sent to Spanish-speaking operators); (b) calls for certain services,  
14 such as calls for national directory assistance; and (c) calls from coin telephones (for  
15 technical reasons involving billing). Within each of these queues, calls are answered in  
16 the same manner that calls are answered in the regular queue, that is, on a first-come,  
17 first-served basis. In no case does a separate directory assistance or operator services  
18 queue exist based on the identity of an end user's local service provider.

19 Qwest measures its performance in providing access to operator services and  
20 directory assistance services. Qwest's performance indicators and performance  
21 indicator definitions ("PIDs") were developed in the Regional Oversight Committee

1 ("ROC") collaborative Section 271 performance measures workshops. Those  
2 workshops, involving both Qwest and CLECs, were conducted under the auspices of  
3 the ROC performance measures committee, which is composed of 13 state  
4 commissions in the Qwest region. Qwest's performance indicators for operator services  
5 and directory assistance services, labeled "OS-1" and "DA-1" - "Speed of Answer,"  
6 measure the average time required for Qwest's operator services and directory  
7 assistance systems or personnel to answer calls.<sup>20</sup> In August 31, 2001, Qwest's  
8 operator services answered calls in an average of 9.03 seconds and Qwest's directory  
9 assistance services answered calls in an average of 7.65 seconds.<sup>21</sup>

10 On September 25, 2001, the Liberty Consulting Group, an independent third  
11 party retained as part of the ROC OSS Test, completed its audit of Qwest's  
12 performance measures ("PIDs") and issued its "Final Report on the Audit of Qwest's  
13 Performance Measures." Liberty reported that performance indicators OS-1<sup>22</sup> and DA-

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<sup>20</sup> Qwest's PIDs for operator services and directory assistance services are included as Exhibit MGW-PERF-6 to the Affidavit of Mr. Michael G. Williams filed in this matter.

<sup>21</sup> South Dakota performance results for operator services and directory assistance services are included as Exhibit MGW-PERF-3 to the Affidavit of Michael G. Williams filed in this matter. Regional performance results are attached to Mr. Williams' Affidavit as Exhibit MGW-PERF-4.

<sup>22</sup> Liberty found that OS-1 "reasonably approximates the average speed of answer of operator services." See Final Report on the Audit of Qwest's Performance Measures, dated September 25, 2001, at p 135, available at <http://www.nrri.ohio-state.edu/oss/master/pid/sept/pmafinalreport.pdf>. The audit report is also attached to Mr. Williams' Affidavit as Exhibit MGW-PERF-2.

1 <sup>23</sup> passed the audit. Liberty concluded that "the audited performance measures  
2 accurately and reliably report actual Qwest performance."<sup>24</sup> Qwest has offered to have  
3 Liberty verify its audit by conducting data reconciliation with any CLEC that believes  
4 Qwest's performance data is inaccurate. No party has questioned the authenticity or  
5 accuracy of the performance data set forth in this affidavit.

6 **D. Qwest Provides Branding For CLECs that Purchase Access to Qwest's**  
7 **Operator Services or Directory Assistance services.**

8 Customized CLEC call "branding" is the practice of identifying the CLEC as the  
9 caller's local service provider on a call to Qwest's operator services and/or directory  
10 assistance services. Branded calls include a message such as "thank you for using  
11 [CLEC's name]" at the beginning and end of the call. In accordance with 47 C.F.R. §  
12 51.217(d),<sup>25</sup> Sections 10.5 and 10.7 of Qwest's SGAT state that Qwest provides CLECs  
13 that purchase operator services or directory assistance services from Qwest the option  
14 of branding their end users' operator services and directory assistance calls with

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<sup>23</sup> Liberty found that DA-1 "reasonably approximates the average speed of answer of directory assistance services." See Exhibit MGW-PERF-2, Final Report on the Audit of Qwest's Performance Measures," dated September 25, 2001, at p 133.

<sup>24</sup> *Id.* at 2-3.

<sup>25</sup> See also SBC Texas Order, ¶ 347 (where a competing carrier elects to resell BOC operator services and directory assistance services, the BOC must provide the carrier with the ability to brand its calls, where technically feasible); Bell Atlantic New York Order, ¶ 353, *citing* 47 C.F.R. § 51.217(d); Local Competition Second Report and Order, ¶ 148. For example, when customers call the operator or call for directory assistance, they typically hear a message, such as "thank you for using XYZ Telephone Company." Competing carriers may use the BOC's brand, request the BOC to brand the call with the competitive carrier's name or request that the BOC not brand the call at all. 47 C.F.R. § 51.217(d).

1 Qwest's brand, or, where technically feasible, with the CLEC's name or with a generic  
2 brand message (e.g., "Thank you for using your local service provider").<sup>26</sup>

3 For reseller CLECs and facilities-based CLECs that purchase UNE-P  
4 combinations or unbundled switching, Qwest offers CLEC-specific branding or generic  
5 branding of the CLEC's operator services and directory assistance calls using  
6 customized routing. Customized routing directs operator services and directory  
7 assistance calls from a CLEC's end users onto separate, dedicated trunks that carry the  
8 calls from the end office switch to a dedicated interoffice transport facility and then to  
9 Qwest's operator services and directory assistance platforms. The use of dedicated  
10 trunks and transport allows Qwest's operator services and directory assistance  
11 platforms to identify the CLEC associated with the calls and brand those calls  
12 accordingly.

13 Qwest is also currently implementing Originating Line Number Screening  
14 ("OLNS") technology and additional software enhancements to its switches serving  
15 South Dakota end users. These enhancements give Qwest the capability to provide  
16 customized CLEC call branding or generic branding without the need for customized  
17 routing and dedicated trunks and transport. Qwest expects this capability to be  
18 implemented in South Dakota by the end of November, 2001.

19 Although no reseller CLEC or facilities-based CLEC that purchases UNE-P  
20 combinations or unbundled switching has requested customized CLEC call branding or  
21 generic branding in South Dakota, Qwest conducted a "bench" test of its capability to

<sup>26</sup> See SGAT §§ 10.7.2.10, 10.7.2.11, and 10.5.1.1.1.3.

1 provide CLEC-specific branding for directory assistance and operator services calls to  
2 ensure that Qwest had effective processes and procedures in place for provisioning  
3 customized routing to dedicated trunks and transport for operator services and directory  
4 assistance services, and for providing branding messages to CLECs. The test was  
5 conducted in May and June of 1999. The test required Qwest to perform all activities  
6 and functions required by a CLEC and by Qwest for providing and maintaining  
7 customized routing, dedicated trunks, and a CLEC brand on directory assistance and  
8 operator services calls. A dedicated operator services-type trunk group and customized  
9 routing to the trunk group were established between an end office switch and a directory  
10 assistance and operator services switch. A CLEC branding message also was  
11 implemented. Test calls were made using the various dialing patterns for accessing  
12 directory assistance and operator services. Qwest successfully completed the test and  
13 a CLEC brand message was played on each type of call. The successful completion of  
14 this test demonstrates Qwest's capability to provide customized routing to dedicated  
15 trunks and to provide CLECs with customized branding services.

16 CLECs that use their own switching facilities and that purchase operator services  
17 and directory assistance services from Qwest also can arrange to have operator  
18 services and directory assistance calls from their end users branded with the CLEC's  
19 name, or generically branded. Because these CLECs' end users' calls are delivered to  
20 Qwest's operator services and directory assistance platforms on the CLECs' separate,  
21 identifiable transport facilities, Qwest can identify and brand the calls with customized  
22 CLEC or generic call branding if so requested by the CLEC.



1 **E. Options for Accessing Qwest's Directory Assistance Database.**

2 The FCC has stated that a BOC must allow a competing carrier that elects to  
3 provide directory assistance services using its own facilities and personnel to access  
4 the BOC's directory assistance database on either a "read-only," "per-dip" basis, or by  
5 purchasing the BOC's directory assistance database information in bulk to create its  
6 own directory assistance database.<sup>27</sup>

7 For CLECs that wish to provide directory assistance services themselves, Qwest  
8 provides two options for accessing its directory assistance database in compliance with  
9 the FCC's requirements.<sup>28</sup> Specifically, Qwest provides access to its directory  
10 assistance database either on a per-dip, read-only basis through its Directory  
11 Assistance Database Service, or in bulk through its Directory Assistance List Service.  
12 Qwest's Directory Assistance Database Service and Qwest's Directory Assistance List  
13 Service provide CLECs with all of the listings included in Qwest's directory assistance  
14 database for the 14 states in Qwest's region. Those listings include listed and unlisted  
15 numbers, and the listings for the end users of all local service providers in the region

<sup>27</sup> See SBC Texas Order, ¶ 347; Bell Atlantic New York Order, ¶ 353, both citing 47 C.F.R. § 51.217(c)(3)(ii); Local Competition Second Report and Order, ¶¶ 141-44.

<sup>28</sup> See 47 C.F.R. § 51.217(c)(3). The Commission recently concluded that competing directory assistance providers that provide call completion services are providers of telephone exchange services and, therefore, qualify for nondiscriminatory access to directory assistance databases pursuant to section 251(b)(3). Provision of Directory Listing Information Under the Telecommunications Act of 1934, As Amended, First Report and Order, CC Docket No. 99-273, FCC 01-27, 16 FCC Rcd 2737, ¶¶ 19-20. (rel. Jan. 23, 2001) ("Directory Listing First Report and Order").

Checklist Item 7 -- Operator Services and Directory Assistance Services

1 that are included in Qwest's listings database -- Qwest, CLECs', and independent  
2 telephone companies' listings.

3 Directory Assistance Database Service. This service provides CLECs with  
4 read-only access to Qwest's directory assistance database on a real-time, "per-  
5 dip" basis.<sup>29</sup> Through this service, CLEC operators make dips into Qwest's directory  
6 assistance database to retrieve individual listings on a read-only basis. CLECs have  
7 the same access to the same listings that is provided to Qwest's operators.

8 To use the Directory Assistance Database Service, a CLEC needs to deploy a  
9 system for use by its operators that is technically compatible with and capable of  
10 accessing the directory assistance database. CLEC operators experience the same  
11 opportunity to access the directory assistance database as experienced by Qwest  
12 operators.

13 Directory Assistance List Service. This service provides CLECs with the  
14 transfer and use of Qwest's directory assistance listings file for Qwest's 14-state  
15 operating region, or any divisible portion thereof such as listings for a state or an NPA,  
16 and includes unlisted numbers and listings for end users of all local service providers  
17 that are included in Qwest's listings database.<sup>30</sup> CLECs may use this service to  
18 populate their own directory assistance databases and provide their own directory  
19 assistance services. Listings are provided in electronic format or in any other format

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\* See SGAT §10.5.1.1.3.

\* See SGAT § 10.5.1.1.2.

1 agreed upon by Qwest and the requesting CLEC. Listings updates are also provided  
2 with purchase of Directory Assistance List Service.

3 To help CLECs use Qwest's Directory Assistance List Service, Qwest provides  
4 CLECs with extensive documentation regarding the formatting of the directory  
5 assistance database. This documentation includes a copy of the Telcordia file and user  
6 documents that Qwest uses for its own directory assistance database and for providing  
7 Directory Assistance List files to CLECs. Qwest also provides documentation on  
8 Qwest's use of each field in the Telcordia file. Other formatting-related documents that  
9 Qwest provides to CLECs include, among others, documents regarding directory  
10 assistance listing descriptions, listing instruction codes, header and trailer record  
11 layouts, the Directory Assistance List service application and escalation process, and  
12 white pages directory code information.

13 Qwest also provides CLECs with a weekly report that identifies changes made to  
14 listing tables as a result of changes in area codes, prefixes, community names, or  
15 other similar changes. In addition, Qwest provides listings test tapes to CLECs first  
16 submitting to the Directory Assistance List service so that problems with the  
17 processing process may be identified and corrected before "live" listings files are  
18 provided.

19 Qwest recently modified its policy on use of directory assistance listings to  
20 expand the permissible use of such listings by CLECs. Qwest has incorporated revised  
21 ERIAT language to reflect this CLEC-friendly modification. Specifically, under a recent

1 Qwest operator and under the language of the South Dakota SGAT,<sup>32</sup> Qwest and CLECs  
2 may use published directory assistance listings for any lawful purpose.

3 Treatment of Nonpublished Listings. Nonpublished listings are listings that  
4 are omitted in their entirety from white pages directories, and are limited to the  
5 nonpublished end user's name, address, and area code, but not the telephone number,  
6 in Qwest's directory assistance database. Qwest's Directory Assistance Database  
7 Service and Directory Assistance List service include the end user's name, address,  
8 area code, and a "placeholder" indicating that the telephone number is nonpublished,  
9 but the end user's telephone number is not provided. This information allows an  
10 operator to identify an end user correctly and advise a caller only that the end user has  
11 a nonpublished number. Qwest's operators have access to exactly the same  
12 information regarding nonpublished listings that CLECs receive through Qwest's  
13 Directory Assistance List service and Directory Assistance Database Service.

14 In urgent or emergency situations, an end user, a Qwest operator, or a CLEC  
15 operator can contact Qwest's "nonpublished bureau" and provide the initiating caller's  
16 name and call-back number along with the name and address of the end user with the  
17 nonpublished number.<sup>33</sup> The bureau will then determine the nonpublished number and  
18 will call the end user at the nonpublished number to (a) inform her/him that a caller  
19 urgently wishes to reach her/him and (b) provide her/him with the caller's name and call-

<sup>32</sup> See Directory Listings First Report and Order, ¶ 28.

<sup>33</sup> See SGAT at §§ 10.4.2.4, 10.5.2.11, and 10.6.2.1.

<sup>34</sup> See SGAT §10.6.2.10.

Upon request, the bureau will provide the original caller with a call-back regarding the status of the contact.

**F. Pricing of Operator Services and Directory Assistance services.**

Section 271 checklist requirements that do not fall within a BOC's obligations to provide unbundled network elements under section 251(c)(3) are not subject to the requirement that rates be based on forward-locking economic costs.<sup>34</sup> However, BOCs must still provide such items in accordance with Sections 201(b) and 202(a) of the Communications Act of 1934, as amended, which require that rates and conditions for service be just and reasonable, and not unreasonably discriminatory.<sup>35</sup>

Accordingly, since the FCC has ruled that directory assistance services and operator services are not unbundled network elements, Qwest provides the services to facilities-based CLECs at market-based rates.

Directory assistance and operator services are provided to reseller CLECs at wholesale discount rates that have been set or approved by the Commission.<sup>36</sup>

<sup>34</sup> UNE Remand Order, ¶ 470; see generally 47 U.S.C. §§ 251-52; see also 47 U.S.C. § 252(d)(1)(A)(i) (requiring UNE rates to be based on the cost, determined without reference to a rate-of-return or other rate-based proceeding, of providing the network element).

<sup>35</sup> BOC Texas Order, ¶ 348, citing UNE Remand Order, ¶¶ 470-73; see also 47 U.S.C. §§ 201(b), 202(a).

<sup>36</sup> Exhibit A to Qwest's SGAT includes the prices for operator services and directory assistance services for facilities-based CLECs and also contains the wholesale discount rate for directory assistance services and operator services.

1 **G. Billing for Operator Services and Directory Assistance services.**

2 Qwest provides monthly bills to reseller CLECs and facilities-based CLECs using  
3 UNEP combinations or unbundled switching detailing the number of calls made by a  
4 CLECs end users to directory assistance services and operator services, and  
5 identifying the end user telephone number from which the calls originate. Facilities-  
6 based CLECs with their own switching facilities receive monthly statements that include  
7 bulk billing for their end users' use of directory assistance services and operator  
8 services.<sup>37</sup>

9 **III. RESOLUTION OF ISSUES IN MULTI-STATE AND OTHER STATE**  
10 **WORKSHOPS**

11 The state commissions from Idaho, Iowa, Montana, New Mexico, North Dakota,  
12 Utah, and Wyoming collectively conducted a "paper" 271 workshop for these checklist  
13 items as part of the multi-state 271 proceeding. Interested parties filed comments or  
14 testimony on Qwest's compliance with Checklist Items 7(II) and 7(III) and later  
15 submitted briefs concerning Qwest's compliance with the Act's and the FCC's  
16 requirements for providing CLECs with nondiscriminatory access to directory assistance  
17 and operator services. The facilitator who oversaw the multi-state workshops then  
18 issued a report in which the facilitator recommended no SGAT amendments relating to  
19 these checklist items and recommended that Qwest meets the requirements of checklist  
20 items 7(II) and 7(III), subject to satisfactory performance in the ROC process.<sup>38</sup> In

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<sup>37</sup> See SGAT §§ 10.5.5.1 and 10.7.5.1.

<sup>38</sup> Paper Workshop Final Report at 35-41 (Multi-State Workshop Mar. 19, 2001).

1 commenting on the multi-state facilitator's report, AT&T requested that Qwest delete  
2 forecasting language from its SGATs relating to directory assistance and operator  
3 services, and Qwest agreed to delete the language.

4 Prior to the multi-state proceedings, Qwest, CLECs, Commission staffs, and  
5 other parties participated in 271 collaborative workshops concerning operator services  
6 and directory assistance services in Washington, Oregon, Colorado, and Arizona, as  
7 well as in a hearing in Nebraska. Qwest received several requests from CLECs for  
8 changes to SGAT language concerning operator services and directory assistance  
9 services during the course of most of those proceedings. Qwest collaborated with and  
10 made concessions to CLECs resulting in modified SGAT language.

11 Thus far, all state commissions that have considered Qwest's compliance with  
12 Checklist Items 7(II) and 7(III) have found that Qwest satisfies the requirements subject  
13 to satisfactory performance in the ROC OSS test.<sup>39</sup>

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<sup>39</sup> See, e.g., Investigation Into U S WEST Communications, Inc.'s Compliance With Section 271 of the Telecommunications Act of 1996, Docket No. UT-003022/UT-003040, Commission Order Addressing Workshop One Issues: Checklist Items No. 3, 7, 8, 9, 10, 12, and 13, at 15 (WUTC June 11, 2001); Investigation into the Entry of Qwest Corporation, formerly known as U S WEST Communications, Inc., into In-Region InterLATA Services under Section 271 of the Telecommunications Act of 1996, Docket UM 823, Workshop 1 Findings and Recommendation Report of the Commission, at 11 (Ore. PUC April 16, 2001); In the Matter of U S WEST Communications, Inc.'s Compliance with Section 271 of the Telecommunications Act of 1996, Docket No. T-00000A-97-0238, Decision No. 63385, Findings of Fact, (A.C.C. Feb. 16, 2001); In the Matter of U S WEST Communications, Inc., Denver, Colorado, Filing of its Notice of Intention to File Section 271(c) Application with the FCC and Request for Commission to Verify U S WEST Compliance with Section 271(c), Application No. C-1830, Factual Findings and Partial Verification, at 31-35 (NE PSC Apr. 9, 1999).

1 Finally, all consensus SGAT changes agreed to in other states for operator  
2 services and directory assistance services have been included in the South Dakota  
3 SGAT.

4 **IV. CONCLUSION**

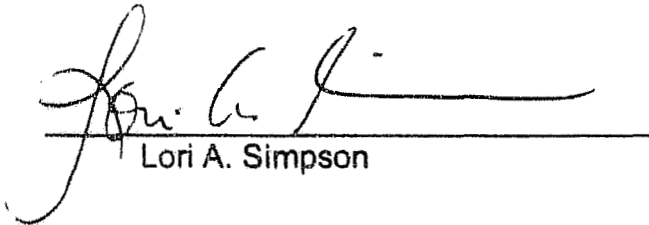
5 Qwest has a concrete and specific legal obligation to provide operator services  
6 and directory assistance in accordance with the requirements of the Act and FCC  
7 orders. Qwest has participated in proceedings addressing Checklist Item 7(II) and 7(III)  
8 in Arizona, Colorado, Nebraska, Oregon, and Washington, and in the multi-state "paper"  
9 proceedings involving state commissions from Idaho, Iowa, Montana, New Mexico,  
10 North Dakota, Utah, and Wyoming. During these workshops, Qwest agreed to several  
11 modifications to its SGAT to accommodate CLECs' competitive concerns. All of these  
12 consensus modifications have been included in the South Dakota SGAT. Thus far,  
13 every state commission to consider whether Qwest meets the requirements of Checklist  
14 Items 7(II) and 7(III) has found that it does subject to the results of the ROC OSS test.

15 As the foregoing demonstrates, Qwest satisfies the requirements of Section  
16 271(c)(2)(B)(vii)(II) and (III) of the Act relating to operator and directory assistance  
17 services. The South Dakota Public Utilities Commission should conclude that Qwest  
18 satisfies these checklist items.



I declare under penalty of perjury under the laws of the United States of America that the foregoing is true and correct to the best of my knowledge, information, and belief.

Executed on this 28<sup>th</sup> day of September, 2001.

  
Lori A. Simpson

STATE OF MINNESOTA

COUNTY OF HENNEPIN



Subscribed and sworn to before me this 28<sup>th</sup> day of September, 2001.

  
Notary Public

BEFORE THE  
PUBLIC UTILITIES COMMISSION  
STATE OF SOUTH DAKOTA

IN THE MATTER OF THE INVESTIGATION ) DOCKET TC 01-  
INTO QWEST CORPORATION'S )  
COMPLIANCE WITH SECTION 271 (C) OF THE )  
TELECOMMUNICATIONS ACT OF 1996 )

QWEST CORPORATION'S  
EXHIBITS to the AFFIDAVIT  
OF  
LORI A. SIMPSON  
CHECKLIST ITEM 7 -- OPERATOR SERVICES AND DIRECTORY ASSISTANCE  
SERVICES  
OCTOBER 23, 2001

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DESCRIPTION

EXHIBIT

Witness Qualifications

LAS-DA/OS-1

1  
2 **QUALIFICATIONS OF LORI A. SIMPSON**  
3

4 I have been employed by Qwest Corporation, formerly Northwestern Bell  
5 Telephone Company and U S WEST Communications, for 28 years. During that  
6 time I have worked in the network organization, the carrier organization, Operator  
7 and Information Services, the large and small business retail organizations, as  
8 well as the residence retail organization. Prior to my work on the 271 team, I  
9 most recently held positions related to the Company's legal and regulatory  
10 compliance.

11 I have a Bachelor of Arts degree from the University of Minnesota in  
12 Minneapolis, Minnesota, and a Juris Doctor degree from William Mitchell Law  
13 School in St. Paul, Minnesota.

14 In preparing this affidavit, I relied on records regularly kept in the course of  
15 business by Qwest. As part of Qwest's work to ensure its compliance with  
16 Section 271, I have participated extensively for more than one year in all of the  
17 collaborative state workshops addressing this checklist item in Arizona,  
18 Colorado, Oregon, Washington, and the seven-state joint Section 271 workshops  
19 involving Idaho, Iowa, Montana, New Mexico, North Dakota, Utah, and Wyoming.  
20 Each of these five workshop processes were collaborative, conducted on an  
21 open basis with full, active, and equal participation by competitors and state  
22 commission staffs. I also participated in the Section 271 proceedings in  
23 Nebraska.

BEFORE THE  
SOUTH DAKOTA  
PUBLIC UTILITIES COMMISSION

IN THE MATTER OF THE INVESTIGATION ) DOCKET TC 01-165  
INTO QWEST CORPORATION'S )  
COMPLIANCE WITH SECTION 271 (C) OF THE )  
TELECOMMUNICATIONS ACT OF 1996 )

QWEST CORPORATION'S

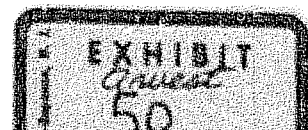
REBUTTAL  
AFFIDAVIT

OF

LORI A. SIMPSON

CHECKLIST ITEM 7(II) – DIRECTORY ASSISTANCE SERVICE

APRIL 2, 2002



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**REBUTTAL AFFIDAVIT**

**OF**

**LORI A. SIMPSON**

**Checklist Item 7(II) — Directory Assistance Service**

Lori A. Simpson states as follows:

My name is Lori A. Simpson. My business address is 301 West 65<sup>th</sup> Street, Minneapolis, Minnesota. I am Director – Legal Issues for Qwest Corporation (Qwest). I submit this Rebuttal Affidavit in support of Qwest's application for authority to provide interLATA services originating in South Dakota. In this Rebuttal Affidavit, I respond to the testimony of Black Hills FiberCom (FiberCom), the only CLEC raising comments on Qwest's compliance with checklist item 7(II), access to directory assistance.<sup>1</sup> I show that FiberCom's claims concerning Qwest's compliance with the Telecommunications Act of 1996 (Telecom Act) and the FCC's rules and orders are incorrect, and that Qwest

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<sup>1</sup> Dr. Griffing, on behalf of Staff, also filed testimony relating to this checklist item. In his testimony, Dr. Griffing discusses an issue – whether Qwest must provide a "bulk download" of its calling name database – that WorldCom incorrectly labeled a checklist item 7(II) issue in the multistate workshop. See Griffing Testimony at p17. Access to calling name databases is a component of checklist item 10 and is addressed in the direct and rebuttal affidavits on checklist item 10 submitted by Margaret S. Bumgarner. Dr. Griffing recommends that the Commission adopt the multistate facilitator's recommendation on this issue and that he raises no additional issues regarding Qwest's compliance with this checklist item, 7(II), access to directory assistance.

1 complies with Checklist Item 7(II) of Section 271 of the Telecom Act and the  
2 FCC's orders and rules as they relate to access to directory assistance service.<sup>2</sup>

3 **I. EXECUTIVE SUMMARY**

4 In this Rebuttal Affidavit I show that FiberCom's testimony and claims  
5 concerning directory assistance (DA) branding are erroneous. In summary,  
6 Qwest provides nondiscriminatory access to DA service in compliance with the  
7 Telecom Act and the FCC's rules and orders. For these reasons, and those set  
8 forth in my previous affidavit, the South Dakota Public Utilities Commission  
9 should find that Qwest has satisfied all of the requirements of Checklist Item 7(II).

10 **II. QWEST'S RESPONSE TO BLACK HILLS FIBERCOM'S CLAIMS**  
11 **CONCERNING DIRECTORY ASSISTANCE SERVICE**

12 **A. BRANDING OF QWEST'S DIRECTORY ASSISTANCE SERVICE FOR**  
13 **BLACK HILLS FIBERCOM**

14  
15 Ms. Jheri Turner, on behalf of Black Hills FiberCom (FiberCom), provided  
16 testimony concerning branding of Qwest's DA service with FiberCom's name. As  
17 I described in my initial Affidavit concerning nondiscriminatory access to DA  
18 service, CLECs may choose to have the CLEC's end users' calls to Qwest's DA  
19 service branded with the name of the CLEC, where technically feasible. Qwest  
20 charges a one-time nonrecurring charge for implementing CLEC-specific  
21 branding, and there is no monthly recurring charge for branding.<sup>3</sup>

---

<sup>2</sup> 47 U.S.C. § 271(c)(2)(B)(vii)(II).

<sup>3</sup> See Affidavit of Lori A. Simpson on behalf of Qwest Corporation concerning checklist item 7(II), Directory Assistance, dated October 24, 2001.



1 Ms. Turner alleges in her testimony that there are "discrepancies" between  
2 what I stated in my initial Affidavit concerning Qwest's "bench test" of its ability to  
3 provide branding for CLECs, and FiberCom's experience in obtaining branding.<sup>4</sup>  
4 Ms. Turner apparently misunderstands my testimony in my initial Affidavit  
5 concerning Qwest's bench test.<sup>5</sup> First, Qwest's bench test was conducted for  
6 several reasons, none of which applies to FiberCom's request for branding. The  
7 bench test was undertaken because Qwest wished to show that it could, in fact,  
8 provide unbundled local switching, customized routing, and associated CLEC-  
9 specific branding of its DA and operator services in the absence of actual CLEC  
10 orders for unbundled local switching and customized routing, and in the absence  
11 of associated CLEC-specific branding requests. The bench test demonstrated  
12 that Qwest is capable of providing branding for CLECs using Qwest's switch(es)  
13 to provide local service, including access to DA service, (as well as unbundled  
14 local switching and customized routing). FiberCom, however, does not use  
15 Qwest's switch to provide local service, including access to DA service, for its  
16 end users; FiberCom has its own switch. The process for implementing branding  
17 differs for facilities-based CLECs using their own switches (such as FiberCom)  
18 and for CLECs using Qwest's switch to provide local service to their end users.<sup>6</sup>

---

<sup>4</sup> Testimony of Jheri Turner on behalf of Black Hills FiberCom (Turner Testimony) at pp.12-13.

<sup>5</sup> See Affidavit of Lori A. Simpson on behalf of Qwest Corporation, dated October 24, 2001.

1 Accordingly, the bench test referenced in my testimony does not apply to  
2 FiberCom's branding request.

3 To be clear, however, Qwest does provide DA branding to facilities-based  
4 CLECs. FiberCom and other facilities-based CLECs may use Qwest's DA  
5 service or another third party's DA service, or they may choose to provide their  
6 own DA service. FiberCom, and not Qwest, programs FiberCom's switch to  
7 route its end users' DA calls to the trunks and transport facilities that carry its DA  
8 calls to Qwest, to another third party DA service provider, or to its own DA  
9 service.

10 With regard to Ms. Turners' testimony concerning FiberCom's experience  
11 in obtaining CLEC-specific branding of Qwest's DA service, Ms. Turner does not  
12 mention FiberCom's own delays in obtaining that branding.<sup>7</sup> In June of 2001,  
13 FiberCom, which has chosen to use Qwest's DA service, was routing and  
14 transporting its DA calls to Qwest's DA service. These calls were handled by  
15 Qwest's Sioux Falls DA switch, which is not capable of providing multiple DA  
16 brand messages. However, in September 2001, Qwest implemented a remote

---

<sup>6</sup> Ms. Turner states at p13 of her testimony that "[a]lthough Qwest represents that as of October 23, 2001, no CLECs had requesting branding in South Dakota," FiberCom had requested branding in June, 2001. My statement that no CLECs had ordered branding in South Dakota refers to CLECs using Qwest's switch, i.e., reseller CLECs and CLECs using Unbundled Local Switching and UNE-P. See Affidavit of Lori A. Simpson on behalf of Qwest Corporation, dated October 24, 2001.

<sup>7</sup> See Turner Testimony.

1 DA switch in South Dakota that has the capability for multiple brand messages.  
2 Accordingly, pursuant to its June branding request, Qwest notified FiberCom by  
3 telephone on September 18, 2001, that Qwest could provide the requested  
4 CLEC-specific branding via the remote DA switch, and that FiberCom should  
5 transport its DA calls to the remote switch. On October 18, 2001, Qwest  
6 received orders from FiberCom for installation of trunks from FiberCom's switch  
7 to Qwest's remote DA switch. The order was returned to FiberCom because it  
8 contained errors. Qwest received a correct order on November 8, 2001, and  
9 Qwest sent FiberCom a firm order confirmation (FOC) on November 12, 2001,  
10 and confirmed the standard due date of December 11, 2001, for installation of  
11 the trunks. On the due date, December 11, Qwest called FiberCom at 605 721-  
12 2071, and spoke to a FiberCom employee named "John." "John" advised Qwest  
13 that FiberCom was not ready to accept the trunks at that time, and requested that  
14 Qwest put the trunk order on hold until "after the holidays." On January 30, 2002,  
15 Qwest again called FiberCom and spoke to someone it believed to be the same  
16 employee, who stated that Qwest should hold the trunk order until February 4,  
17 2002. On February 4 or shortly thereafter, FiberCom, not Qwest, asked that the  
18 new trunks be reconfigured in a different arrangement where FiberCom  
19 apparently would also use its existing trunks, thus requiring fewer new trunks.  
20 Qwest agreed to do this, and according to Ms. Turner's testimony "on February  
21 13, 2002, the branding was working properly. . . ."<sup>8</sup> Thus, much of the delay in

---

<sup>8</sup> Turner Testimony at p13.

1 providing FiberCom's DA branding is the result of FiberCom's repeated requests  
2 that Qwest hold the trunks and then its request for reconfiguration of the trunks.

3 In summary, FiberCom's complaints about Qwest's performance in  
4 providing CLEC-specific branding for FiberCom's calls to Qwest's directory  
5 assistance service are unfounded. Qwest took all reasonable steps to supply the  
6 requested branding to FiberCom in a timely fashion.

7 **III. CONCLUSION**

8 For the foregoing reasons and those set forth in my initial affidavit, Qwest  
9 has satisfied the requirements of Section 271(c)(2)(B)(vii(II)) of the Telecom Act  
10 regarding nondiscriminatory access to directory assistance service. The South  
11 Dakota Public Utilities Commission should conclude that Qwest satisfies  
12 Checklist Item 7(II).

13 This concludes my rebuttal testimony.

14

BEFORE THE  
PUBLIC UTILITIES COMMISSION  
STATE OF SOUTH DAKOTA

IN THE MATTER OF THE INVESTIGATION )  
INTO QWEST CORPORATION'S )  
COMPLIANCE WITH SECTION 271 (C) OF THE )  
TELECOMMUNICATIONS ACT OF 1996 )

DOCKET TC 01-

QWEST CORPORATION'S

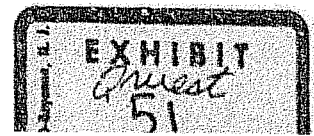
AFFIDAVIT

OF

LORI A. SIMPSON

CHECKLIST ITEM 8 – WHITE PAGES DIRECTORY LISTINGS

OCTOBER 23, 2001



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**AFFIDAVIT**

**OF**

**LORI A. SIMPSON**

**Checklist Item 8—White Pages Directory Listings**

Lori A. Simpson states as follows:

My name is Lori A. Simpson. My business address is 301 West 65<sup>th</sup> Street, Minneapolis, Minnesota. I am Director – Legal Issues for Qwest Corporation ("Qwest"). I submit this affidavit in support of Qwest's application for authority to provide interLATA services originating in South Dakota. In this affidavit, I show that Qwest complies with Checklist Item 8 of the competitive checklist in Section 271 of the Telecommunications Act of 1996 ("1996 Act" or "Act") concerning white pages directory listings.<sup>1</sup>

I base this affidavit on professional experience, personal knowledge, and information available to me in the normal course of my duties, including records regularly kept in the course of business by Qwest.<sup>2</sup>

**I. EXECUTIVE SUMMARY**

Qwest provides competitive local exchange carriers ("CLECs") with nondiscriminatory access to white pages directory listings in compliance with Section 251 of the 1996 Act, Section 271 of the 1996 Act, and the FCC's rules. Qwest provides

<sup>1</sup> See 47 U.S.C. § 271(c)(2)(B)(viii).

<sup>2</sup> A description of my professional experience and education is included in Exhibit LAS-LIST-1 to this Affidavit.

1 access to white pages directory listings pursuant to its South Dakota Statement of  
2 Generally Available Terms and Conditions ("SGAT") and pursuant to its commission-  
3 approved interconnection agreements.

4 Qwest provides CLECs with white pages directory listings that are  
5 nondiscriminatory in appearance and integration. White pages directory listings for both  
6 Qwest retail end users' and CLEC end users' listings appear in white pages directories  
7 published on Qwest's behalf in the same font, size, and typeface, and without any  
8 separate classifications or distinguishing characteristics. In addition, Qwest offers  
9 CLECs exactly the same white pages listings options that Qwest provides to its own  
10 retail end users.

11 Qwest also provides white pages listings to CLECs with the same accuracy and  
12 reliability that Qwest provides for its own retail end user customers. Qwest processes  
13 CLEC end user listings using the same or similar personnel, systems, databases,  
14 methods, and procedures used by Qwest for its own end user listings. Qwest and  
15 CLEC end user listings are commingled in Qwest's listings database and submitted to  
16 Qwest's official directory publisher, Qwest Dex, for inclusion in white pages directories.  
17 Qwest's processes for submission of listings to its directory publishers make no  
18 distinction between listings of CLEC end user customers and Qwest retail end user  
19 customers. In addition, Qwest gives CLECs the ability to review their end user listings  
20 for accuracy using verification proofs, a process that does not exist for Qwest retail  
21 listings.



1 As of August 31, 2001, Qwest had included 46,299 listings for South Dakota  
2 reseller CLECs and facilities-based CLECs in Qwest's listings databases.

3 Qwest measures its performance in providing listings for CLECs and Qwest retail  
4 and users. Qwest's performance indicator definitions ("PIDs") were developed in the  
5 Regional Oversight Committee ("ROC") collaborative Section 271 performance  
6 measures workshops. Those workshops, involving both Qwest and CLECs, were  
7 conducted under the auspices of the ROC performance measures committee, which is  
8 composed of 13 state commissions in the Qwest region.

9 Qwest's performance data for August, 2001, provide data concerning the speed  
10 and accuracy with which Qwest updates its listings databases for itself and CLECs. In  
11 the month of August, Qwest completed electronically processed updates to its white  
12 pages directory listings database in an average of 0.10 seconds, and completed 92.33  
13 percent of those updates without error.

14 Qwest provides for the delivery of directories to CLEC end user customers on the  
15 same terms and conditions as directories are delivered to Qwest's end user customers.  
16 In addition, Qwest provides white pages listings to CLECs that wish to publish their own  
17 directories.

18 For these reasons, the Commission should find that Qwest has satisfied the  
19 requirements of Checklist Item 8.

1 **II. QWEST'S PROVISION OF WHITE PAGES DIRECTORY LISTINGS MEETS**  
2 **THE REQUIREMENTS OF SECTIONS 251 AND 271 OF THE 1996 ACT.**

3 Section 271(c)(2)(B)(viii) of the 1996 Act requires Bell Operating Companies  
4 ("BOCs") to provide CLECs with "[w]hite pages directory listings for customers of the  
5 other carrier's telephone exchange service."<sup>3</sup> Section 251(b)(3) of the Act requires local  
6 exchange carriers, including Qwest, to

7 permit all [competitive local exchange carriers] to have  
8 nondiscriminatory access to telephone numbers, operator  
9 services, directory assistance, and directory listing [sic], with  
10 no unreasonable dialing delays.<sup>4</sup>

11 The FCC has concluded that the term "white pages" in Section 271(c)(2)(B)(viii)  
12 refers to the local alphabetical directory that includes the residential and business  
13 listings of the customers of the local exchange provider.<sup>5</sup> In addition, the FCC has  
14 concluded that "the term 'directory listing,' as used in Section 271, includes, at a

---

3 See 47 U.S.C. § 271(c)(2)(B)(viii).

4 *Id.* § 251(b)(3).

5 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, 15 FCC Rcd 18354, ¶¶ 353 (rel. June 30, 2000) ("SBC Texas Order"); Application of Bell Atlantic New York for Authorization Under Section 271 of the Communications Act To Provide In-Region, InterLATA Service in the State of New York, Memorandum Opinion and Order, CC Docket No. 99-295, FCC 99-404, 15 FCC Rcd 3953, ¶¶ 358 (rel. Dec. 22, 1999) ("Bell Atlantic New York Order").

1 minimum, the subscriber's name, address, telephone number, or any combination  
2 thereof."<sup>6</sup> According to the FCC, a BOC:

3 satisfies the requirements of checklist item 8 by  
4 demonstrating that it: (1) provided nondiscriminatory  
5 appearance and integration of white page directory listings to  
6 competitive LECs' customers; and (2) provided white page  
7 listings for competitors' customers with the same accuracy  
8 and reliability that it provides its own customers.<sup>7</sup>

9 Qwest provides white pages directory listings in compliance with Sections 251  
10 and 271 of the 1996 Act, and in accordance with the FCC's rules and orders  
11 implementing those provisions. Specifically, Qwest provides CLECs with white pages  
12 directory listings that are nondiscriminatory in appearance and integration and that have  
13 the same accuracy and reliability that Qwest provides for its own retail end user  
14 customers.

15 Qwest provides CLECs with nondiscriminatory access to white pages listings  
16 pursuant to its SGAT and its commission-approved interconnection and resale  
17 agreements. Section 10.4.2.24 of Qwest's SGAT, for example, states that any  
18 arrangement for the publication of white pages directory listings with an affiliate,  
19 including Qwest Dex ("Dex"), Qwest's official directory publisher, requires the affiliate to  
20 publish a CLEC's directory listings such that the CLEC's directory listings are  
21 nondiscriminatory in appearance and integration, and have the same accuracy and  
22 reliability as Qwest's end user listings.

---

<sup>6</sup> *Id.*

<sup>7</sup> See SBC Texas Order, ¶ 354; see also Bell Atlantic New York Order, ¶ 359.

1 Qwest's South Dakota SGAT has been updated as a result of consensus  
2 reached in collaborative workshop processes, conducted on an open basis with full,  
3 active, and equal participation by competitors and state commission staffs. Specifically,  
4 Qwest's South Dakota SGAT was updated with the input of competitors and  
5 commission staffs through collaborative Section 271 workshops in Arizona, Colorado,  
6 Oregon, Washington, and the seven-state joint Section 271 workshops involving Idaho,  
7 Iowa, Montana, New Mexico, North Dakota, Utah, and Wyoming. The updated SGAT in  
8 South Dakota incorporates the consensus provisions developed through the  
9 collaborative workshop processes in other states relating to this checklist item.  
10 Accordingly, South Dakota CLECs also benefit from the agreements reached in those  
11 workshops.

12 **A. White Pages Directory Listings Options Available to CLECs**

13 Qwest's white pages listings service includes: (1) placing and updating the  
14 names, addresses, and telephone numbers of CLEC end user customers in Qwest's  
15 listings databases consistent with the CLEC's instructions, and (2) furnishing listings to  
16 Dex and third-party directory publishers on a nondiscriminatory basis for use in  
17 publishing local directories, also consistent with the CLEC's instructions.

18 Qwest offers several types of white pages directory listings to CLECs, including  
19 primary, premium, and privacy listings. These options are exactly the same listings  
20 options provided to Qwest's retail end users.

21 Primary Listings: A primary listing includes a telephone subscriber's name,  
22 address, and telephone number. Primary listings are included in both the white pages

1 of the local telephone directory and in Qwest's directory assistance database. Qwest  
2 provides one primary listing for each main telephone number at no charge to CLECs.  
3 For example, Section 10.4.2.1 of Qwest's SGAT states that Qwest will accept at no  
4 charge one primary listing for each main telephone number belonging to a CLEC's end  
5 users.

6 Premium Listings: Premium listings include, but are not limited to, additional  
7 listings for other household or business members, cross reference listings, and listings  
8 from other cities outside the geographic scope of the applicable directory. Premium  
9 listings also are included in both the local white pages directories and Qwest's directory  
10 assistance database.

11 Privacy Listings: Privacy listings include nonlisted and nonpublished listings.  
12 Nonlisted listings are available in Qwest directory assistance records, but are not  
13 published in white pages directories. Nonpublished telephone numbers are omitted  
14 from both Qwest's directory assistance database and white pages directories. Qwest  
15 treats the private listings of CLEC end users with the same level of confidentiality as  
16 Qwest treats the private listings of its own end user customers. CLECs are responsible  
17 to advise Qwest whether their end users' listings are private.

18 **B. Qwest Provides White Pages Listings That are Nondiscriminatory in**  
19 **Appearance and Integration.**

20 Qwest provides CLECs with white pages listings that are nondiscriminatory in  
21 both appearance and integration. Qwest's SGAT states that Qwest provides  
22 nondiscriminatory appearance and integration of white pages listings for all CLEC and

1 Qwest end users.<sup>8</sup> Qwest's follows substantially the same processes for entering  
2 listings into the listings database for CLEC end user listings and Qwest end user  
3 listings. In addition, white pages directory listings for both Qwest end user and CLEC  
4 end user customers appear in the same font, size, and typeface, and without any  
5 separate classification or distinguishing characteristics.<sup>9</sup> White pages listings for CLEC  
6 end users are integrated alphabetically with Qwest retail end user listings and are  
7 indistinguishable from Qwest's listings.

8 **C. Qwest Provides White Pages Listings to CLECs With the Same Accuracy**  
9 **and Reliability That Qwest Provides for its Retail End Users**

10 Qwest provides white pages listings for CLEC end users with the same accuracy  
11 and reliability that it provides for its retail end user listings. As discussed below, Qwest  
12 satisfies these requirements by using the same or similar methods and procedures and  
13 the same databases and systems for processing Qwest retail end user listings and  
14 CLEC end user listings. Qwest commingles CLECs' end user listings with Qwest's retail  
15 end users' listings in Qwest's listings database. Qwest's processes for submission of  
16 listings to directory publishers make no distinction between listings of CLEC end user  
17 customers and Qwest retail end user customers. Qwest provides single, integrated  
18 listings files to Dex and to other directory publishers for the purpose of publishing white  
19 pages directories. Moreover, Qwest has a formal listings review process for CLECs.  
20 called the "verification proof" process, that allows CLECs to review their end user

---

<sup>8</sup> See SGAT § 10.4.2.8.

<sup>9</sup> *Id.* § 10.4.2.10.

1 listings for accuracy. This process does not exist for Qwest's retail and user listings.

2 Section 10.4.2.5 of Qwest's SGAT provides that CLEC end user listings will be  
3 treated the same as Qwest's end user listings. In addition, Section 10.4.2.11 of Qwest's  
4 SGAT states that Qwest's processes for the publication of white pages directory listings  
5 make no distinction between CLEC and Qwest subscribers. CLEC listings are provided  
6 with the same accuracy and reliability as Qwest's end user listings.<sup>10</sup> Qwest ensures  
7 that CLEC listings provided to Qwest are included in the white pages directory  
8 published on Qwest's behalf under the same terms and conditions as Qwest uses for its  
9 own end user listings.<sup>11</sup>

10 **D. Listings Provided for South Dakota CLECs and Performance Results for**  
11 **Listings**

12 As of August 31, 2001, Qwest includes 46,299 listings for South Dakota facilities-  
13 based CLECs and reseller CLECs in its listings database.

14 Qwest measures its performance in providing listings for CLECs and Qwest retail  
15 end users. Qwest's performance indicator definitions ("PIDs") were developed in the  
16 Regional Oversight Committee ("ROC") collaborative Section 271 performance  
17 measures workshops. Those workshops, involving both Qwest and CLECs, were  
18 conducted under the auspices of the ROC performance measures committee, which is  
19 composed of 13 state commissions in the Qwest region.

---

<sup>10</sup> *Id.* § 10.4.2.11.

<sup>11</sup> *Id.*

1 Qwest has two PIDs pertaining to listings. These PIDs measure Qwest's  
2 performance in updating the listings database for CLEC end user and for Qwest retail  
3 end user listings. The first PID for white pages directory listings, DB-1C-1, "Time to  
4 Update Database," measures the average amount of time it takes to update the listings  
5 database. In August, 2001, Qwest completed updates in an average of 0.10 seconds in  
6 South Dakota. DB-2C-1, "Percentage of Accurate Database Updates," measures the  
7 percentage of directory listings database updates completed without errors.<sup>12</sup> In South  
8 Dakota in August, 2001, Qwest completed 92.33 percent of listings updates without  
9 error.<sup>13</sup>

10 On September 25, 2001, the Liberty Consulting Group, an independent third  
11 party retained as part of the ROC Operational Support System ("OSS") Test, completed  
12 its audit of Qwest's performance indicators and issued its "Final Report on the Audit of  
13 Qwest's Performance Measures." Liberty reported that performance indicators DB-1C<sup>14</sup>

---

<sup>12</sup> Performance indicator definitions for white pages directory listings are included as Exhibit MGW-PERF-6 to the Affidavit of Michael G. Williams filed in this matter.

<sup>13</sup> South Dakota performance results for white pages directory listings are included as Exhibit MGW-PERF-3 to the Affidavit of Michael G. Williams filed in this matter.

<sup>14</sup> Liberty found that DB-1C "the measure DB-1C accurately calculates the average time to update the Directory Listings databases and is being reported correctly." See "Final Report on the Audit of Qwest's Performance Measures," dated September 25, 2001, at p 128, available at <http://www.nri.ohio-state.edu/oss/master/pid/sept/pmafinalreport.pdf>. The audit report is also Exhibit MGW-PERF-2 attached to Mr. Williams' Affidavit.



1 and DB-2C<sup>15</sup> passed the audit. Liberty concluded that "the audited performance  
2 measures accurately and reliably report actual Qwest performance."<sup>16</sup> Qwest has  
3 offered to have Liberty verify its audit by conducting data reconciliation with any CLEC  
4 that believes Qwest's performance data is inaccurate. No party has questioned the  
5 authenticity or accuracy of the performance data set forth in this affidavit.

6 **E. Qwest's Processes Ensure That CLECs are Provided with White Pages**  
7 **Listings That are Nondiscriminatory in Appearance, Integration, Accuracy,**  
8 **and Reliability.**

9 Qwest's provisioning processes ensure that the white pages listings for CLEC  
10 end users are nondiscriminatory in appearance, integration, accuracy, and reliability.  
11 Qwest processes CLEC end user listings using the same or similar systems, databases,  
12 methods, procedures, and personnel used by Qwest for its retail end user listings.  
13 Qwest and CLEC end user listings are commingled in Qwest's listings database. Qwest  
14 submits a single daily listings file containing commingled listings to its directory  
15 assistance database for purposes of updating that database, and to its official directory  
16 publisher, Dex, for inclusion in white pages directories. Dex publishes CLEC and Qwest  
17 end user listings under the terms and conditions of the publishing contract between  
18 Qwest and Dex.

19 **CLEC Submission of Listings:** CLECs are responsible for preparing their  
20 listing requests and sending them to Qwest to update Qwest's listing database. To do

---

<sup>15</sup> Liberty found that "DB-2C calculates the accuracy of database updates completed without error correctly." See Final Report on the Audit of Qwest's Performance Measures," dated September 25, 2001, at p 130.

<sup>16</sup> *Id.* at 2-3.

1 and DB-2C<sup>15</sup> passed the audit. Liberty concluded that "the audited performance  
2 measures accurately and reliably report actual Qwest performance."<sup>16</sup> Qwest has  
3 offered to have Liberty verify its audit by conducting data reconciliation with any CLEC  
4 that believes Qwest's performance data is inaccurate. No party has questioned the  
5 authenticity or accuracy of the performance data set forth in this affidavit.

6 **E. Qwest's Processes Ensure That CLECs are Provided with White Pages**  
7 **Listings That are Nondiscriminatory in Appearance, Integration, Accuracy,**  
8 **and Reliability.**

9 Qwest's provisioning processes ensure that the white pages listings for CLEC  
10 end users are nondiscriminatory in appearance, integration, accuracy, and reliability.  
11 Qwest processes CLEC end user listings using the same or similar systems, databases,  
12 methods, procedures, and personnel used by Qwest for its retail end user listings.  
13 Qwest and CLEC end user listings are commingled in Qwest's listings database. Qwest  
14 submits a single daily listings file containing commingled listings to its directory  
15 assistance database for purposes of updating that database, and to its official directory  
16 publisher, Dex, for inclusion in white pages directories. Dex publishes CLEC and Qwest  
17 end user listings under the terms and conditions of the publishing contract between  
18 Qwest and Dex.

19 CLEC Submission of Listings. CLECs are responsible for preparing their  
20 listing requests and sending them to Qwest to update Qwest's listing database. To do

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<sup>15</sup> Liberty found that "DB-2C calculates the accuracy of database updates completed without error correctly." See Final Report on the Audit of Qwest's Performance Measures," dated September 25, 2001, at p. 130.

<sup>16</sup> *Id.* at 2-3.

1 this, CLECs prepare standard Ordering and Billing Forum ("OBF") listings forms and  
2 submit them to Qwest by facsimile or electronically through the Interconnect Mediated  
3 Access-Electronic Data Interchange ("IMA-EDI") interface, or via the Interconnection  
4 Mediated Access-Graphical User Interface ("IMA-GUI").

5 For listings-only requests submitted by facilities-based CLECs through the EDI  
6 interface or IMA-GUI, Qwest's listings database is mechanically updated with the new  
7 listings information from the EDI and IMA-GUI systems. For reseller CLECs and Qwest  
8 retail listings requests, the listings service requests are released as service orders into  
9 Qwest's service order processor, and Qwest's listings database is mechanically updated  
10 with the new listings information from the service order processor. For all listings  
11 submitted by facsimile, Qwest's listings personnel necessarily manually process the  
12 listings and release them into Qwest's service order processor and/or listings database.

13 Once processed, all new and modified listings that are "due" on a given date,  
14 whether CLEC or Qwest retail, are added to or updated in Qwest's listings database.  
15 The listings are commingled, regardless of the source (i.e., reseller CLEC, facilities-  
16 based CLEC, or Qwest retail) and regardless of how they were submitted to Qwest  
17 (e.g., via the EDI or IMA-GUI listings applications for facilities-based CLECs with its own  
18 switch, or via the IMA-GUI or IMA-EDI interface by a reseller CLEC or facilities-based  
19 CLEC using UNE-P or unbundled switching, or via the service order processor by  
20 Qwest retail). The listings are then downloaded into files from the listings database and  
21 submitted to Dex and to the directory assistance database in nightly batch files for  
22 purposes of updating the directory publishing and directory assistance databases.

1 Upon receipt of the updated commingled listing files, Dex uploads those changes into its  
2 directory publishing database. Thus, Dex and the directory assistance database  
3 receive all listings, Qwest retail and CLEC, on a commingled basis in the same nightly  
4 files.<sup>17</sup>

5 To ensure that CLECs can submit accurate and complete listing orders to Qwest,  
6 Qwest provides extensive, detailed, in-person listings training for CLECs at no charge.  
7 Qwest provides these listings training sessions in various locations throughout the  
8 Qwest region.<sup>18</sup> To date, Qwest has held such training sessions in Minneapolis,  
9 Minnesota; Seattle, Washington; Phoenix, Arizona; Denver, Colorado; Portland,  
10 Oregon; Cedar Rapids, Iowa; and Fargo, North Dakota with representatives from  
11 approximately 53 different CLECs attending. Qwest also is willing to hold such training  
12 sessions in additional locations if demand exists.

13 In addition, Qwest provides detailed training manuals to CLECs at no charge.  
14 These manuals are provided during the 'live' training sessions and are also available at

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<sup>17</sup> When inordinately large numbers of listings from a single CLEC or retail end user or an unusually complex order for listings is received, a negotiated interval for processing the listings may be required. Qwest informs the CLEC or retail end user of this requirement and negotiates a due date with the CLEC or the retail end user. Qwest uses the same criteria to determine the interval in which it can process large or complex listings orders for CLEC listings as for retail Qwest listings. Those criteria include quantity of listings, available personnel, other large listings requests that may already have been received, and any white pages directory close dates that may be approaching.

<sup>18</sup> See Qwest's website at: <[http://www.qwest.com/wholesale/training/course\\_sched\\_reg.html#ilt](http://www.qwest.com/wholesale/training/course_sched_reg.html#ilt)>.

1 Qwest's web site for CLECs.<sup>19</sup> The manuals are referred to as the "Qwest Facility-  
2 Based Co-Provider Directory Listings User Document," and the "Qwest Reseller Co-  
3 Provider Directory Listings User Document." These manuals provide listing details  
4 including: the identity of Qwest departments responsible for listings, types of listings,  
5 processes for electronic and manual entry of listings, instructions for drafting listings,  
6 listings process flow, process for problem resolution, and schedules for verification  
7 proofs.

8 **Verification of Listings:** To ensure that Qwest provides CLECs with the same  
9 accuracy and reliability of white pages listings that it provides for its retail end users, the  
10 IMA-EDI interface, the IMA-GUI system, the listings database, and/or the service order  
11 processors may identify errors in listings submitted by CLECs and Qwest retail  
12 operations. If an error is identified in a listing, it is corrected by listings personnel if  
13 possible, and if not, the listing is returned to the submitting CLEC or Qwest retail  
14 personnel for correction.

15 Qwest also gives CLECs the opportunity to review their end user listings for  
16 accuracy as they appear in Qwest's listings database.<sup>20</sup> To allow CLECs to conduct  
17 these reviews, Qwest provides CLECs with monthly "verification proofs," a process that  
18 does not exist for Qwest retail listings. The verification proofs show all listings to be  
19 published in the white pages directory and available on directory assistance that have

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<sup>19</sup> Available at: <<http://www.qwest.com/wholesale/forms/dirlistuser.html>>.

<sup>20</sup> See SGAT § 10.4.2.20.

1 been changed or added during the prior month.<sup>21</sup> Although the verification proofs do not  
2 automatically include nonpublished and nonlisted listings, monthly verification reports  
3 for such private listings are also available upon request.<sup>22</sup> The verification proofs give  
4 CLECs an opportunity to review and, if necessary, correct their listings prior to the close  
5 date for publication of a white pages directory.<sup>23</sup>

6 In addition, CLECs may request "on-demand" listings reports of all their listings.  
7 On-demand reports are print-outs or files of all of a CLEC's listings contained in Qwest's  
8 listings database as of the date of the request. Qwest has no comparable process for  
9 its own retail listings. CLECs also may call Qwest's listings personnel at any time to  
10 check individual listings.

11 Qwest also provides CLECs and Qwest retail representatives with white pages  
12 directory closing schedules.<sup>24</sup> Neither Qwest nor CLECs can make changes to listings  
13 for incorporation in the next directory after a directory close date has passed.

14 To correct an error in a listing, a CLEC must submit an order correcting the  
15 listing, just as Qwest retail operations are required to do. If there is an emergency, such  
16 as where a directory close date is imminent and a listing is discovered to be incorrect,  
17 Qwest listings personnel will attempt to make corrections to listings manually, without an  
18 electronic or written service request from the CLEC. However, such emergency

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<sup>21</sup> *Id.* § 10.4.2.19.

<sup>22</sup> *Id.*

<sup>23</sup> *Id.* § 10.4.2.21.

<sup>24</sup> *Id.* § 10.4.2.3.

1 changes must then be followed up with a service request making the correction to the  
2 listing so that Qwest's records are complete and accurate. Such "emergency"  
3 procedures are the same for CLECs and for Qwest retail end users.

4 CLECs also may call their account team representative or Qwest's Listings  
5 Group to discuss or ask questions about the listings process, or to ask questions about  
6 specific listings.

7 **F. Qwest Provides for the Delivery Of White Pages Directories to CLEC End**  
8 **Users on the Same Terms and Conditions as Qwest End Users.**

9 Qwest provides for the delivery of directories to CLEC end user customers on the  
10 same terms and conditions as directories are delivered to Qwest's end user customers.  
11 For example, Qwest's SGAT states that Qwest will ensure that its directory publisher or  
12 its directory contractor distributes appropriate alphabetical and classified (white and  
13 yellow) pages and recycling services to CLEC end users at parity with Qwest end users,  
14 including providing directories: (a) upon establishment of new service, (b) during annual  
15 mass distribution, and (c) upon end user request.<sup>25</sup> This ensures that the process for  
16 providing white pages directories to CLEC end users is the same as that for providing  
17 directories to Qwest's end user customers.

18 **G. Prices for White Pages Directory Listings for CLECs.**

19 As provided in the South Dakota SGAT, there is no charge for the inclusion of  
20 primary listings in Qwest white pages directory listings for each main end user

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<sup>25</sup> *Id.* § 10.4.2.12.

1 telephone number.<sup>26</sup> This is the same policy that applies for Qwest retail end users.  
2 The price for premium and privacy listings, for all CLECs - reseller and facilities-based -  
3 is the Qwest retail price less the wholesale discounts approved by the South Dakota  
4 Public Service Commission. The retail prices for premium and privacy listings (e.g.,  
5 additional, foreign, and cross reference listings) are those set forth in Qwest's retail  
6 tariff, catalog, or price list.<sup>27</sup>

7 **H. Qwest Provides White Pages Listings to CLECs That Wish to Publish Their**  
8 **Own Directories.**

9 Qwest provides white pages listings to CLECs that wish to publish their own  
10 white pages directories. Such listings are available in electronic format or by other  
11 medium as may be agreed upon between the parties. Qwest's SGAT states that,  
12 pursuant to customer proprietary network information ("CPNI") laws, Qwest provides  
13 subscriber list information gathered in Qwest's capacity as a provider of exchange  
14 service on a timely and unbundled basis, under nondiscriminatory and reasonable rates,  
15 terms, and conditions upon request for the purpose of publishing directories in any  
16 format.<sup>28</sup>

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<sup>26</sup> *Id.* § 10.4.2.1.

<sup>27</sup> *Id.* § 10.4.2.2.

<sup>28</sup> *Id.* § 10.4.2.23.



1    **III.    RESOLUTION OF ISSUES IN MULTI-STATE AND OTHER STATE**  
2    **WORKSHOPS**

3            Commissions from the states of Idaho, Iowa, Montana, New Mexico, North  
4    Dakota, Utah, and Wyoming collectively conducted a "paper" 271 workshop for this  
5    checklist item as part of multi-state 271 proceedings. Interested CLECs and state  
6    commission staffs filed comments or testimony on Qwest's compliance with Checklist  
7    Item 8 and later submitted briefs concerning Qwest's compliance with the Act's and the  
8    FCC's requirements for white pages listings. The facilitator who oversaw that workshop  
9    then issued a report in which he recommended a single SGAT change relating to white  
10   pages directory listings.<sup>29</sup> Qwest agreed to incorporate the multi-state facilitator's  
11   recommendation into its SGATs and also included the additional related changes AT&T  
12   requested in its comments on the facilitator's report.

13           The multi-state facilitator also addressed Qwest's processes for handling  
14   facilities-based CLEC stand-alone listings submitted via the IMA-GUI.<sup>30</sup> Since the multi-  
15   state workshop proceedings, Qwest has implemented changes in its processing of  
16   these listings. Specifically, as of April 23, 2001, updates and enhancements were made  
17   in Qwest's listings database and in the IMA-GUI so that facilities-based CLECs' stand-  
18   alone listings received via the IMA-GUI are processed electronically by Qwest. This  
19   means that these listings now electronically flow from the IMA-GUI into Qwest's listings  
20   database. Prior to these updates to Qwest's listings database, Qwest processed all

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<sup>29</sup> Paper Workshop Final Report at 41-50 (Multi-State Workshop March 19, 2001).

<sup>30</sup> *Id.* at 46-47.

1 such listings manually by printing the listings and typing them into the listings database.  
2 Now, listings for reseller CLECs' end users, and for facilities-based CLECs using UNE-P  
3 and unbundled switching, and listings for switch-based facilities-based CLECs' end  
4 users that are submitted to Qwest electronically are processed electronically. This  
5 brings Qwest's listings processes into parity-by-design for all CLEC listings and for  
6 Qwest retail listings.

7 Prior to the multi-state "paper" workshop, Qwest, CLECs, commission staffs, and  
8 other parties participated in 271 collaborative workshops concerning white pages  
9 directory listings in Washington, Oregon, Colorado, and Arizona, as well as in a hearing  
10 in Nebraska. Qwest received several requests from CLECs for changes to SGAT  
11 language concerning white pages directory listings during the course of some of those  
12 proceedings. Qwest collaborated with and made concessions to CLECs resulting in  
13 changed SGAT language.

14 State commissions that have considered Qwest's compliance with Checklist Item  
15 8 have found that Qwest satisfies the requirements subject to satisfactory performance  
16 in the ROC OSS test.<sup>31</sup>

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<sup>31</sup> See, e.g., Investigation Into U S WEST Communications, Inc.'s Compliance With Section 271 of the Telecommunications Act of 1996, Docket No. UT-003022/UT-003040, Commission Order Addressing Workshop One Issues: Checklist Items No. 3, 7, 8, 9, 10, 12, and 13, at 15 (WUTC June 11, 2001); Investigation into the Entry of Qwest Corporation, formerly known as U S WEST Communications, Inc., into In-Region InterLATA Services under Section 271 of the Telecommunications Act of 1996, Docket UM 823, Workshop 1 Findings and Recommendation Report of the Commission, at 13 (Ore. PUC April 16, 2001); U S WEST Communications, Inc.'s Compliance with Section 271 of the Telecommunications Act of 1996, Docket No. T-00000A-97-0238, Decision No. 62344, Findings of Fact, (A.C.C. Mar. 6, 2000); In the Matter of U S WEST

1           Finally, all SGAT changes agreed to in other states for white pages listings have  
2   been included in the revised South Dakota SGAT.

3   **IV. CONCLUSION**

4           Qwest has participated in workshops addressing Checklist Item 8 in Arizona,  
5   Colorado, Oregon, Washington and in the multi-state proceeding involving state  
6   commissions from Idaho, Iowa, Montana, New Mexico, North Dakota, Utah, and  
7   Wyoming. During these workshops, Qwest made several concessions to accommodate  
8   CLECs' competitive concerns. All of these concessions have been included in the  
9   South Dakota SGAT.

10           As demonstrated in this affidavit, Qwest provides CLECs with nondiscriminatory  
11   access to white pages directory listings in compliance with Sections 251 and 271 of the  
12   1996 Act and the FCC's requirements thereunder. This Commission should find that  
13   Qwest has satisfied Checklist Item 8 of Section 271 of the Act.

14

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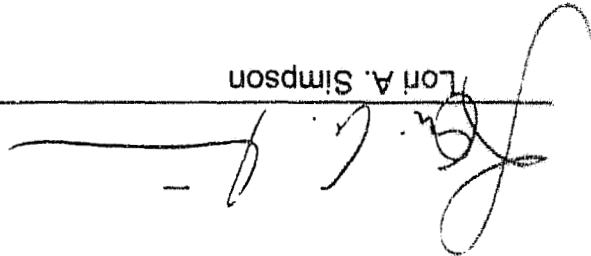
Communications, Inc., Denver, Colorado, Filing of its Notice of Intention to File  
Section 271(c) Application with the FCC and Request for Commission to Verify  
U S WEST Compliance with Section 271(c), Application No. C-1830, Factual  
Findings and Partial Verification, at 35-37 (NE PSC Apr. 9, 1999).

I declare under penalty of perjury under the laws of the United States of America

that the foregoing is true and correct to the best of my knowledge, information, and

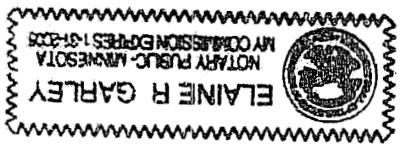
belief.

Executed on this 28<sup>th</sup> day of September, 2001.

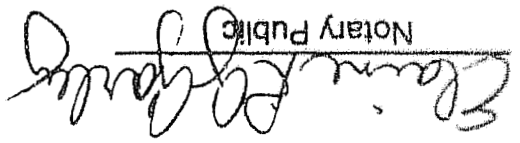
  
\_\_\_\_\_  
Lori A. Simpson

STATE OF MINNESOTA

COUNTY OF HENNEPIN



Subscribed and sworn to before me this 28<sup>th</sup> day of September, 2001.

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

BEFORE THE  
PUBLIC UTILITIES COMMISSION  
STATE OF SOUTH DAKOTA

IN THE MATTER OF THE INVESTIGATION ) DOCKET TC 01-  
INTO QWEST CORPORATION'S )  
COMPLIANCE WITH SECTION 271 (C) OF THE )  
TELECOMMUNICATIONS ACT OF 1996 )

QWEST CORPORATION'S  
EXHIBITS to the AFFIDAVIT  
OF  
LORI A. SIMPSON  
CHECKLIST ITEM 8 – WHITE PAGES DIRECTORY LISTINGS  
OCTOBER 23, 2001

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QUALIFICATIONS OF LORI A. SIMPSON

I have been employed by Qwest Corporation, formerly Northwestern Bell Telephone Company and U S WEST Communications, for 28 years. During that time I have worked in the network organization, the carrier organization, Operator and Information Services, the large and small business retail organizations, as well as the residence retail organization. Prior to my work on the 271 team, I most recently held positions related to the Company's legal and regulatory compliance.

I have a Bachelor of Arts degree from the University of Minnesota in Minneapolis, Minnesota, and a Juris Doctor degree from William Mitchell Law School in St. Paul, Minnesota.

I base this affidavit on professional experience, personal knowledge, and information available to me in the normal course of my duties, including records regularly kept in the course of business by Qwest. As part of Qwest's work to ensure its compliance with Section 271, I have participated extensively for more than one year in all of the collaborative state workshops addressing this checklist item in Arizona, Colorado, Oregon, Washington, and the seven-state joint Section 271 workshops involving Idaho, Iowa, Utah, Montana, North Dakota, Wyoming, and New Mexico. Each of these five workshop processes were collaborative, conducted on an open basis with full, active, and equal participation by competitors and state commission staffs. I also participated in the Section 271 proceedings in Nebraska.

BEFORE THE  
SOUTH DAKOTA  
PUBLIC UTILITIES COMMISSION

IN THE MATTER OF THE INVESTIGATION )  
INTO QWEST CORPORATION'S )  
COMPLIANCE WITH SECTION 271 ( C ) OF THE )  
TELECOMMUNICATIONS ACT OF 1996 )

DOCKET TC 01-165

QWEST CORPORATION'S

REBUTTAL  
AFFIDAVIT

OF

LORI A. SIMPSON

CHECKLIST ITEM 8 - WHITE PAGES DIRECTORY LISTINGS

APRIL 2, 2002





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**REBUTTAL AFFIDAVIT**  
**OF**  
**LORI A. SIMPSON**

**Checklist Item 8 — White Pages Directory Listings**

Lori A. Simpson states as follows:

My name is Lori A. Simpson. My business address is 301 West 65<sup>th</sup> Street, Minneapolis, Minnesota. I am Director – Legal Issues for Qwest Corporation (Qwest). I submit this Rebuttal Affidavit in support of Qwest's application for authority to provide interLATA services originating in South Dakota. In this Rebuttal Affidavit, I show that Midcontinent Communication's claims concerning Qwest's compliance with the Telecommunications Act of 1996 (Telecom Act) and the FCC's rules and orders are incorrect, and that Qwest complies with Checklist Item 8 of Section 271 of the Telecom Act and the FCC's orders and rules as they relate to white pages directory listings.<sup>1</sup>

**I. EXECUTIVE SUMMARY**

In this Rebuttal Affidavit I respond to the issues raised by Midcontinent Communications concerning white pages directory listings. In summary, Qwest provides white pages directory listings in compliance with the Telecom Act and the FCC's rules and orders. For these reasons, the South Dakota Public Utilities

<sup>1</sup> 47 U.S.C. § 271(c)(2)(B)(viii).

Commission should find that Qwest has satisfied all of the requirements of Checklist Item 8.

**II. QWEST'S RESPONSE TO MIDCONTINENT COMMUNICATIONS'S CLAIMS CONCERNING WHITE PAGES DIRECTORY LISTINGS**

**A. ISSUE 14 – CHECKLIST # 8 – WHITE PAGES DIRECTORY LISTINGS**

Mr. W. Thomas Simmons, of Midcontinent Communications (Midcontinent), comments in its Affidavit that "it has experienced numerous problems with directory listings for resold customers." Mr. Simmons states that "a review of records in January and February, 2002 revealed 80 separate problems with residential directory listings . . ." <sup>2</sup> Midcontinent did not provide this list of 80 listings to Qwest so I cannot respond to the allegations of 80 listings errors. However, on January 25, 2002, Midcontinent did send its Qwest account manager an e-mail with *nine* listings that contained errors that made the listings appear as business rather than residential listings. These listings were apparently typed incorrectly by Qwest, and Qwest took immediate steps to have these listings corrected.

In addition, although he asserts that Qwest's directory listings performance relating to unbundled local loops is "statistically better than the resold product performance," <sup>3</sup> Mr. Simmons claims that in "one instance" a directory listing of a

<sup>2</sup> Simmons Affidavit at pp4-5.

<sup>3</sup> Simmons Affidavit at p4.

"business customer was missed in the August 2002 directory."<sup>4</sup> Qwest first learned of this assertion upon the review of Mr. Simmons' filed testimony. In that testimony, Mr. Simmons fails to provide any specific information that would allow Qwest to identify the customer at issue or any of the details surrounding the alleged listings error. Qwest has no knowledge concerning the "liability negotiations" Mr. Simmons alleges are ongoing between Midcontinent and this business customer.<sup>5</sup>

In an effort to meet Midcontinent's white pages listings needs, Qwest's account team and Midcontinent representatives meet monthly to discuss listings and other issues. In late 2001, Qwest agreed to audit 10% of Midcontinent's service orders as they appear in Qwest's service order processor compared to the local service requests (LSRs) submitted to Qwest by Midcontinent. If an error is found, it is corrected, and more importantly, Qwest's personnel are trained on correct procedures. Midcontinent has acknowledged in the meetings with the Qwest account team that it has seen improvement in the number of errors.

Qwest strives to provide error-free listings, but it may make some listings errors in CLECs' and Qwest's retail listings. The standard for listings accuracy and timeliness for CLECs is parity with Qwest's retail listings accuracy and

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<sup>4</sup> Simmons Affidavit at p5. **Note** - Mr. Simmons presumably meant to refer to an August, 2001, directory as changes can still be made for any August, 2002, directory.

<sup>5</sup> Simmons Affidavit at p5. In the event that Qwest is able to determine the particulars regarding this allegation, it reserves the right to supplement my testimony on this point.

timeliness. Because the processes for handling CLECs' listings and Qwest's retail listings are substantially the same, listings are delivered on a nondiscriminatory, parity basis as between CLECs and Qwest retail. The same business rules, the same listings organization, and the same systems and databases are used for all listings processed by Qwest.

Furthermore, Qwest measures its performance in providing listings. Qwest provides a combined, or aggregated, performance result for two measurements specifically related to listings: DB-1, time for updates to the listings database, and DB-2, accuracy of listings database updates. The performance indicators for listings measure the overall results of the listings processes for CLECs and for Qwest retail end users. The performance indicator definitions (PIDs) were developed and approved as part of the Regional Oversight Committee (ROC) Third Party Operational Support System (OSS) Test in collaborative performance measurements workshops. Those workshops, involving both Qwest and CLECs, were conducted under the auspices of the ROC performance measures committee, which is composed of 13 state Commissions in the Qwest region, including the South Dakota Commission. During these workshops, CLECs and state commissions had a full and equal voice in the development of the PIDs and numerous opportunities to request modifications to them. The DB-1 and DB-2 PIDs the ROC developed call for an aggregated performance result for Qwest's performance in providing listings for CLECs and for Qwest retail operations. The PIDs incorporate and are reflective

of the fact that Qwest's processes for listings provide parity by the design of the processes.

The FCC has consistently recognized the importance of the collaborative process when considering exactly this kind of issue.<sup>6</sup> The FCC recently emphasized this in its Verizon Massachusetts Order:

[W]here, as here, [performance] standards are developed through open proceedings with input from both the incumbent and competing carriers, these standards can represent informed and reliable attempts to objectively approximate whether competing carriers are being served by the incumbent in substantially the same time or manner or in a way that provides them a meaningful opportunity to compete.<sup>7</sup>

Furthermore, an independent consultant for the ROC, Liberty Consulting Group, audited the PIDs and concludes that Qwest's listings process reflects parity by design and that the PIDs measure what they purport to measure.<sup>8</sup>

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<sup>6</sup> Memorandum Opinion and Order, 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, CC Docket No. 01-9, FCC 01-130 ¶ 13 (rel. Apr. 16, 2001) ("*Verizon Massachusetts Order*"); Memorandum Opinion and Order, Application of Bell Atlantic New York for Authorization Under Section 271 of the Communications Act to Provide In-Region, InterLATA Service in the State of New York, CC Docket No. 99-295, 15 FCC Rcd 3953 ¶ 55 (1999) ("*Bell Atlantic New York Order*") ("At the same time, for functions for which there are no retail analogues, and for which performance benchmarks have been developed with the ongoing participation of affected competitors and the BOC, those standards may well reflect what competitors in the marketplace feel they need in order to have a meaningful opportunity to compete").

<sup>7</sup> *Verizon Massachusetts Order* ¶ 13.

<sup>8</sup> See Affidavit of Lori A. Simpson on behalf of Qwest Corporation concerning Qwest's compliance with checklist item 7, dated Oct. 24, 2001. The

Qwest also provides CLECs with multiple opportunities and methods to review their listings so that any errors that have not already been detected by Qwest may be detected by the CLEC as soon as possible, and before directories are published. The first opportunity for CLEC review is in the firm order confirmation and service order completion reports. These reports may be reviewed by CLECs to determine if their listings orders were processed correctly and on time. Second, CLECs may also review their listings, at any time, as they actually appear in Qwest's listings database via the web-based Directory Listings Inquiry System. Third, CLECs automatically receive "verification proof" reports, which are monthly CLEC-specific reports showing all changed, deleted, and added listings since the prior month's report. Fourth, CLECs may also request "on demand snapshot" reports that show all of their listings. These processes for reviewing listings accuracy exceed those available to Qwest's retail operations in that Qwest's retail personnel do not receive monthly verification reports of retail end users' listings.

Mr. Simmons stated in his Affidavit that "Midcontinent has learned that directory listings training is optional within Qwest's interconnection department."<sup>9</sup> This is not correct. All Qwest typists in Qwest's Interconnection Service Center (ISC) have completed mandatory listings training. Qwest has also increased the

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September 29, 2001 Final Report on the Audit of Qwest's Performance Measures was attached as an Exhibit to the Affidavit of Margaret S. Bumgarner on checklist item 10, submitted October 24, 2001.

<sup>9</sup> Simmons Affidavit at p5.

listings segment included in initial training for new typists by eight hours. Additionally, the ISC receives feedback on listings accuracy and errors from Qwest's listings organization, and from the service order error correction group, on a daily basis. This daily feedback information is reviewed with ISC personnel as appropriate to reduce and eliminate recurrence of errors.

In summary, Qwest strives to provide listings without errors. Qwest is working diligently to affirmatively identify and reduce any listings errors. Qwest also provides tools for CLECs to find and correct any errors in their listings on a timely basis and so to avoid publication of listings errors in directories. And, Qwest uses the same listings business rules, systems, databases, and listings organization for *all* listings, whether Qwest's retail listings or CLEC's listings.

#### **IV. CONCLUSION**

For the foregoing reasons, Qwest has satisfied the requirements of Section 271(c)(2)(B)(viii) of the Telecom Act regarding nondiscriminatory access to white pages directory listings. The South Dakota Public Utilities Commission should conclude that Qwest satisfies Checklist Item 8.

That concludes my rebuttal testimony.



BEFORE THE  
SOUTH DAKOTA  
PUBLIC UTILITIES COMMISSION

IN THE MATTER OF THE INVESTIGATION ) DOCKET TC 01-  
INTO QWEST CORPORATION'S )  
COMPLIANCE WITH SECTION 271 ( C ) OF THE )  
TELECOMMUNICATIONS ACT OF 1996 )

QWEST CORPORATION'S  
AFFIDAVIT  
OF  
LORI A. SIMPSON  
CHECKLIST ITEM 14 – RESALE  
OCTOBER 24 2001



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# CONTINUATION

# [4]

1  
2 **AFFIDAVIT**

3  
4 **OF**

5  
6 **LORI A. SIMPSON**

7  
8 **Checklist Item 14 -- Resale**

9  
10 Lori A. Simpson states as follows:

11 My name is Lori A. Simpson. My business address is 301 West 65<sup>th</sup> Street,  
12 Minneapolis, Minnesota. I am Director – Legal Issues for Qwest Corporation ("Qwest").  
13 I submit this affidavit in support of Qwest's application for authority to provide InterLATA  
14 services originating in South Dakota. In this affidavit, I show that Qwest has complied  
15 with checklist item number 14 of Section 271 of the Telecommunications Act of 1996  
16 ("1996 Act" or "Act") concerning resale.<sup>1</sup>

17 I base this affidavit on professional experience, personal knowledge, and  
18 information available to me in the normal course of my duties, including records  
19 regularly kept in the course of business by Qwest.<sup>2</sup>

20 **I. EXECUTIVE SUMMARY**

21 The purpose of my affidavit is to demonstrate how Qwest has complied with item  
22 number 14 of the checklist contained in Section 271(c)(2)(B) of the 1996 Act concerning  
23 resale.

<sup>1</sup> See 47 U.S.C. § 271(c)(2)(B)(xiv).

<sup>2</sup> A description of my professional experience and education is included in Exhibit LAS-Resale.1 to this Affidavit.

1 Qwest provides its retail telecommunications products and services to  
2 competitive local exchange carriers ("CLECs") for resale to end users on terms and  
3 conditions that are reasonable and nondiscriminatory. Qwest's South Dakota  
4 Statement of Generally Available Terms and Conditions ("SGAT") and its commission-  
5 approved resale agreements demonstrate that Qwest has undertaken a legally binding  
6 obligation to offer for resale by CLECs telecommunications services that are equal in  
7 quality to, and provided in substantially the same time and manner as, the  
8 telecommunications services that Qwest provides to itself and its retail end users. The  
9 only limitations Qwest places on the resale of its products and services by CLECs are  
10 those permitted by the South Dakota Public Utilities Commission and the FCC.

11 As of August 31, 2001, Qwest provides 13,987 resold local access lines to eight  
12 South Dakota reseller CLECs, as well as numerous other resold services. Qwest's  
13 resale performance measures demonstrate that Qwest provides telecommunications  
14 services for resale in a timely manner, consistently delivering them to requesting CLECs  
15 within the intervals they request. Resale performance measures also show that Qwest  
16 provisions, and maintains and repairs resold telecommunications services in a manner  
17 that is in parity with the provision, and maintenance and repair of the equivalent  
18 services Qwest provides to retail end users.

19 In sum, Qwest's compliance with the FCC's requirements for resale, its legal  
20 obligations to provide services for resale by CLECs, and its resale performance for  
21 CLECs in South Dakota demonstrate its commitment to satisfying the requirements of  
22 checklist item 14.

1 II. QWEST HAS COMPLIED WITH THE FCC'S RESALE REQUIREMENTS IN  
2 SOUTH DAKOTA

3 A. Obligation to Offer Telecommunications Services for Resale

4 The term "resale" means the sale, by a CLEC, of Qwest's finished retail  
5 telecommunications services to an end user. Qwest actually delivers the service to the  
6 CLEC's end user, but Qwest's customer of record is the CLEC, and all Qwest contacts  
7 and interactions regarding the service take place between Qwest and the CLEC. The  
8 CLEC's end user interacts only with the CLEC, not with Qwest.

9 Section 271(c)(2)(B)(xiv) of the Act requires a Bell Operating Company ("BOC")  
10 to make "telecommunications services . . . available for resale in accordance with the  
11 requirements of sections 251(c)(4) and 252(d)(3)."<sup>3</sup>

12 Section 251(c)(4) established the resale obligations of local exchange carriers:

13 RESALE -- The duty -- (A) to offer for resale at wholesale rates any  
14 telecommunications service that the carrier provides at retail to  
15 subscribers who are not telecommunications carriers . . .

16 In accordance with the requirements of section 271(c)(2)(B)(xiv) and the specific  
17 obligations imposed by section 251(c)(4)(A) and 252(d)(3), Qwest has undertaken a  
18 legally binding obligation to offer for resale at wholesale rates any telecommunications  
19 service that it provides at retail to subscribers who are not telecommunications carriers.<sup>4</sup>

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3 See 47 U.S.C. § 271(c)(2)(B)(xiv).

4 See SGAT § 6.1.1.

1 Qwest makes contract service arrangements ("CSAs") available for resale.<sup>5</sup>  
2 CSAs are contractual agreements made between Qwest and a retail end user  
3 customer, typically a high-volume or long-term user of telecommunications services, or  
4 Qwest and a reseller CLEC. Such agreements may be tailored to an end user  
5 customer's individual needs, including special or customized service arrangements, or  
6 may be a volume-specific or long-term agreement for services. Resellers may  
7 aggregate traffic and usage from multiple end user customers located at the same  
8 geographic location to satisfy any volume requirements contained in a particular CSA.  
9 If a Qwest retail end user terminates a CSA early in order to change to a reseller CLEC  
10 for provision of the end user's local service, or if a reseller with a CSA terminates it  
11 early, early termination liability terms and conditions contained in the agreement apply.<sup>6</sup>

12 As required by the FCC, grandfathered services are also available for resale. A  
13 reseller CLEC may resell existing grandfathered services to the same end user  
14 customer that currently purchases the grandfathered service from Qwest.<sup>7</sup>

15 Pursuant to FCC rules, Qwest provides services to requesting  
16 telecommunications carriers for resale that are substantially similar in quality, subject to  
17 the same terms and conditions, except for prices, and provided within the same

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<sup>5</sup> See SGAT § 6.2.2.7.

<sup>6</sup> See SGAT § 6.2.2.7.

<sup>7</sup> See SGAT § 6.2.2.8.

1 provisioning and repair intervals that Qwest provides equivalent services to others,  
2 including its retail end users.<sup>8</sup>

3 **B. Wholesale Discounts for Resold Services**

4 Section 252(d)(3) of the Act established the resale pricing obligations of  
5 incumbent local exchange carriers:

6 **WHOLESALE PRICES FOR TELECOMMUNICATIONS SERVICES.** --  
7 For the purposes of section 251(c)(4), a State commission shall  
8 determine wholesale rates on the basis of retail rates charged to  
9 subscribers for the telecommunications service requested, excluding the  
10 portion thereof attributable to any marketing, billing, collection, and other  
11 costs that will be avoided by the local exchange carrier.

12 The wholesale rates Qwest charges for resold services are those approved or set  
13 by the Commission, as required by the FCC. The wholesale discount rates offered for  
14 resale in Exhibit A to the South Dakota SGAT are the rates determined by the  
15 Commission in its arbitration decision as to the interconnection and resale agreement  
16 between Qwest and AT&T.

17 **C. Restrictions on Resale**

18 Section 251(c)(4) of the Act allows for certain limited restrictions on resale  
19 terms and conditions:

20 . . . (B) not to prohibit, and not to impose unreasonable or discriminatory  
21 conditions or limitations on, the resale of such telecommunications  
22 service, except that a State commission may, consistent with regulations  
23 prescribed by the Commission under this section, prohibit a reseller that  
24 obtains at wholesale rates a telecommunications service that is available  
25 at retail only to a category of subscribers from offering such service to a  
26 different category of subscribers.

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<sup>8</sup> See 47 C.F.R. § 51.603(b).



1 As outlined in the South Dakota SGAT, and in accordance with the Commission  
2 and FCC rules, Qwest imposes very limited, reasonable, and nondiscriminatory  
3 restrictions on the resale of telecommunications products and services by South Dakota  
4 CLECs.<sup>9</sup>

5 **D. Provisioning and Maintenance Processes and Intervals for Resale**

6 The FCC requires that a local exchange carrier provision resale orders "within  
7 the same provisioning intervals that the LEC provides these services to others, including  
8 end users."<sup>10</sup> Qwest's processes and procedures for providing resold services to  
9 CLECs do not discriminate between CLECs and Qwest's retail end user customers.<sup>11</sup>  
10 The very design of Qwest's processes for resold services prevents discrimination.  
11 Specifically, preordering and ordering processes and functions undertaken by CLECs  
12 reselling Qwest's retail telecommunications services are the same as the preordering  
13 and ordering processes and functions used for the same services by Qwest's retail  
14 operations.

15 Additionally, Qwest's maintenance and repair processes and systems for  
16 services resold by CLECs are the same as Qwest's maintenance and repair processes  
17 and systems for its retail services.<sup>12</sup>

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<sup>9</sup> See SGAT § 6.2.2.

<sup>10</sup> See 47 C.F.R. § 51.603(b).

<sup>11</sup> See SGAT § 6.4.8 ("Intervals provided to CLEC shall be equivalent to due dates Qwest provides itself.")

<sup>12</sup> See SGAT § 6.4.3.

1 Qwest is providing substantial commercial resale volumes to CLECs in South  
2 Dakota. As of August 31, 2001, Qwest provides 13,987 resold lines, including 5,282  
3 residential lines, 8,650 business lines, and 55 Centrex lines, to eight reseller CLECs in  
4 South Dakota. As of the same date Qwest provides 687 resold private lines, including  
5 613 analog, 35 DS0, and 39 DS1 private lines, and three resold Qwest DSL services, to  
6 reseller CLECs. Qwest provides resold services in South Dakota in a nondiscriminatory  
7 manner.

8 In order to measure its performance in providing, and maintaining and repairing  
9 services resold by CLECs, Qwest has implemented resale performance measurements.  
10 The performance measurements, also called "performance indicators," were developed  
11 under the auspices of the ROC Third Party Operational Support System (OSS) Tests.  
12 The third party test participants decided to use a "parity" standard, comparing resale  
13 performance to Qwest retail performance, for each of these resale performance  
14 indicators.

15 On September 25, 2001, the Liberty Consulting Group, an independent third  
16 party retained as part of the ROC OSS Test, completed its audit of Qwest's  
17 performance indicators and performance indicator definitions (PIDs) and issued its  
18 "Final Report on the Audit of Qwest's Performance Measures." Liberty reported that  
19 resale provisioning and maintenance performance indicators<sup>13</sup> passed the audit. Liberty

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<sup>13</sup> Liberty found that performance indicators for provisioning and maintenance of resold services measured what they purported to measure. See "Final Report on the Audit of Qwest's Performance Measures," dated September 25, 2001, at pp 58-

1 concluded that "the audited performance measures accurately and reliably report actual  
2 Qwest performance."<sup>14</sup> Qwest has offered to have Liberty verify its audit by conducting  
3 data reconciliation with any CLEC that believes Qwest's performance data is inaccurate.

4 **Performance Results for Resold Services.**<sup>15</sup> The performance indicators for  
5 resale measure Qwest's performance for twelve products: residential lines, business  
6 lines, Centrex, Centrex 21, PBX, Basic ISDN, Qwest DSL, Primary ISDN, DS0, DS1,  
7 DS3 and higher, and Frame Relay Service. There are numerous measurements for  
8 Qwest's performance in providing and maintaining each product, and there are  
9 numerous categories within each measurement, as described below. The standard for  
10 resale performance is parity with Qwest retail service, and Qwest achieves parity in the  
11 vast majority of resale performance measures in South Dakota.

12 **Performance for Provisioning Resold Services.** During the vast majority of  
13 the past year for which performance results are available, July, 2000, through August,  
14 2001, Qwest's performance for provisioning resold services for CLECs was better for  
15 CLECs or was at parity with Qwest retail. For only a small handful of months, for a only  
16 handful of measurements, was the performance for resold services arguably not at  
17 parity with Qwest's performance for the same services for Qwest retail.

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103, available at <http://www.nrri.ohio-state.edu/oss/master/pid/sept/pmafinalreport.pdf>.

<sup>14</sup> *Id.* at 2-3.

<sup>15</sup> Resale performance indicators and their definitions (PIDs), and resale performance results, are attached as an Exhibit to Mr. Mike Williams' Affidavit filed in this matter.

1           Looking specifically at resale provisioning results for the most recent four months  
2 reported, May, 2001, through August, 2001,<sup>16</sup> the CLEC results show parity with Qwest  
3 retail results, and very often the results reveal that Qwest provided *better* service for  
4 CLECs, for all four months for all 58 of the following measurement categories:

5           Residence service for:

- 6           - installation commitments met with dispatches within and outside of  
7           Metropolitan Statistical Areas ("MSAs"),
- 8           - average installation intervals with dispatches within and outside of  
9           MSAs,
- 10          - delayed days for facility reasons with no dispatches, and with dispatches  
11          within and outside of MSAs,
- 12          - delayed days for non-facility reasons with no dispatches, and with  
13          dispatches within and outside of MSAs,
- 14          - interval for pending orders with delay past due date;

15          Business service for:

- 16          - installation commitments met with dispatches outside of MSAs,
- 17          - average installation intervals with dispatches within and outside of MSAs,
- 18          - delayed days for facility reasons with no dispatches, and with dispatches  
19          within and outside of MSAs,

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<sup>16</sup> See Performance Results Exhibit of Mr. Mike Williams: Installation Commitments Met, OP-3; Installation Interval, OP-4; New Service Installation Quality, OP-5; Delayed Days for Non-Facility Reasons, OP-6A; Delayed Days for Facility Reasons, OP-6B; and Interval for Pending Orders Delayed Past Due Date, OP-15A.

- 1                   - delayed days for non-facility reasons with no dispatches, and with
- 2                               dispatches within and outside of MSAs,
- 3                   - interval for pending orders with delay past due date;

4           Centrex service for:

- 5                   - installation commitments met with no dispatches, and with dispatches
- 6                               within MSAs,
- 7                   - average installation intervals with dispatches within and outside MSAs,
- 8                   - delayed days for facility reasons with no dispatches, and with dispatches
- 9                               within and outside MSAs,
- 10                  - delayed days for non-facility reasons with no dispatches, and with
- 11                               dispatches within and outside MSAs,
- 12                  - new service installation quality;

13           Centrex 21 service for:

- 14                  - installation commitments met with no dispatches, and with dispatches
- 15                               within and outside of MSAs,
- 16                  - average installation intervals with dispatches within and outside of MSAs,
- 17                  - new service installation quality;
- 18                  - interval for pending orders with delay past due date;

19           PBX service for:

- 20                  - installation commitments met with no dispatches, and interval zone two,
  - 21                  - average installation intervals, interval zone two,
-

1 - delayed days for non-facility reasons, interval zone two;

2 Basic ISDN for

3 - installation commitments met with no dispatches, and interval zone two,

4 - average installation intervals, interval zone two,

5 Qwest DSL for:

6 - installation commitments met with no dispatches, and interval zone two,

7 - average installation intervals with no dispatches, and interval zone two,

8 - new service installation quality, intervals zones one and two;

9 DS0 for:

10 - installation commitments met, interval zone two,

11 - average installation intervals. Interval zone two,

12 - new service installation quality, intervals zones one and two,

13 - interval for pending orders with delay past due date; and

14 DS1 for:

15 - installation commitments met, interval zone two,

16 - average installation intervals, interval zone two,

17 - new service installation quality, intervals zones one and two;

18 For those few resale installation categories where there are any results that  
19 indicate the performance for CLECs was below parity during these same four months,  
20 such results must be considered in context. For example, results for CLECs in meeting  
21 residence service installation commitments with no dispatch, although not statistically at

1 parity with retail for three of the months, range between 99.14% and 99.73%<sup>17</sup> -  
2 excellent results by any standard. Similarly, results for the same service for two of the  
3 four months for average installation intervals were 1.94 days for CLECs and 1.35 days  
4 and 1.42 days for Qwest retail<sup>18</sup> - a statistically significant difference but not a significant  
5 difference in real time. For residence service installation quality, during only one of the  
6 four months was this performance result below parity for CLECs. For another of the  
7 four months a non-statistically-significant difference was noted, and for the remaining  
8 two of the four months performance for CLECs was *better* than for Qwest retail.<sup>19</sup>

9 Similarly, the performance results for business service must be considered as a  
10 whole. Specifically, for business service, installation commitments met with dispatches  
11 within MSAs, during a single month, May, 2001, of the most recent four months  
12 measured, results were below parity for CLECs. However, during the subsequent three  
13 months of June, July, and August, 2001, Qwest's performance was *better* for CLECs  
14 than for Qwest retail.<sup>20</sup> Similarly, for business service for average installation interval  
15 with no dispatches, during two of the four months, May and June, 2001, the results were  
16 below parity for CLECs. However, during the subsequent two months, July and August,  
17 2001, Qwest's performance was *better* for CLECs than for Qwest retail.<sup>21</sup> For business

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<sup>17</sup> *Id.*, Installation Commitments Met, OP-3, Residence, No Dispatches.

<sup>18</sup> *Id.*, Installation Interval, OP-4, Residence, No Dispatches.

<sup>19</sup> *Id.*, New Service Installation Quality, OP-5, Residence.

<sup>20</sup> *Id.*, Installation Commitments Met, OP-3, Business, Dispatches Within MSAs.

<sup>21</sup> *Id.*, Installation Interval, OP-4, Business, No Dispatches

1 service installation quality, during only one of the four months was performance below  
2 parity for CLECs. For one of the four months a non-statistically-significant difference  
3 was noted, and for two of the four months, the results show a *better* result for CLECs  
4 than for Qwest retail.<sup>22</sup>

5 For Centrex service, for average installation interval with dispatches outside  
6 MSAs and no dispatches, for only one of the four months, June, 2001, did the results  
7 show nonparity; results for July and August, 2001, show parity.<sup>23</sup> For only one month,  
8 July, 2001, do performance results for Centrex, for interval for pending orders delayed  
9 past due date, show a nonparity result. August, 2001, results indicate a non-  
10 statistically-significant difference in performance.<sup>24</sup> For Centrex 21 service, for average  
11 installation interval with no dispatches, during two of the four months, May and June,  
12 2001, the results were below parity for CLECs. However, for July, the performance  
13 result shows better service for CLECs than for Qwest retail, and in August, 2001, results  
14 indicate a non-statistically-significant difference in performance.<sup>25</sup>

15 The performance results for PBX service, for new service installation quality, for  
16 two of the most recent four months measured, June and July, 2001, show non-parity  
17 with Qwest retail. Again, however, these results must be considered in the context of

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22 *Id.*, New Service Installation Quality, OP-5, Business.

23 *Id.*, Installation Interval, OP-4, Centrex, Dispatches Outside MSAs and No Dispatches.

24 *Id.*, Interval for Pending Orders Delayed Past Due Date, Centrex, OP-15A.

25 *Id.*, Installation Interval, OP-4, Centrex 21, No Dispatches.



1 Qwest's overall performance, and the non-parity results are not repeated during the  
2 month of August, 2001, nor did they occur in May, 2001.

3 ***Performance Results for Maintenance and Repair of Resold Services.***

4 During the entire past year for which performance results are available, July, 2000,  
5 through August, 2001, Qwest's performance for maintaining and repairing resold  
6 services for CLECs is most often better for CLECs or at parity with Qwest retail. For  
7 only a small handful of months is the performance for resold services arguably not at  
8 parity with Qwest's performance for the same services for Qwest retail.

9 Looking specifically at resale repair results for the most recent four months  
10 reported, May, 2001, through August, 2001,<sup>26</sup> the CLEC results show parity with Qwest  
11 retail results, and very often the results reveal that Qwest provided *better service* for  
12 CLECs, for all four months for all 93 of the following measurement categories, where  
13 there was activity:

14 Residence service for:

- 15 - all trouble cleared within 24 hours with no dispatches, and with
- 16 dispatches within and outside of Metropolitan Statistical Areas
- 17 ("MSAs"),
- 18 - all troubles cleared within 48 hours with dispatches within and outside

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<sup>26</sup> See Performance Results Exhibit of Mr. Mike Williams: Out of Service Cleared Within 24 Hours, MR-3; All Troubles Cleared Within 48 Hours, MR-4; All Troubles Cleared Within 4 Hours, MR-5; Mean Time to Restore, MR-6; Repair Repeat Report Rate, MR-7; Trouble Rate, MR-8; and Repair Appointments Met, MR-9.

- 1 of MSAs,
- 2 - mean time to restore with no dispatches, and with dispatches
- 3 within and outside of MSAs,
- 4 - repair repeat report rate with no dispatches, and with
- 5 dispatches outside of MSAs,
- 6 - repair appointments met with dispatches within and outside of MSAs;

7 Business service for:

- 8 - all trouble cleared within 24 hours with no dispatches, and with
- 9 dispatches outside of MSAs,
- 10 - all troubles cleared within 48 hours with no disptaches,
- 11 - mean time to restore with no dispatches,
- 12 - repair repeat report rate with dispatches within MSAs.
- 13 - repair appointments met with no dispatches, and with dispatches within
- 14 and outside of MSAs;

15 Centrex service for:

- 16 - all trouble cleared within 24 hours with no dispatches, and with
- 17 dispatches outside of MSAs,
- 18 - all troubles cleared within 48 hours with no disptaches, and with
- 19 dispatches within and outside of MSAs,
- 20 - mean time to restore with no dispatches, and with
- 21 dispatches outside of MSAs,
- 22 - repair repeat report rate with no dispatches, and with dispatches outside

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of MSAs,

- repair appointments met with no dispatches, and with dispatches within and outside of MSAs;

Centrex 21 service for:

- all trouble cleared within 24 hours with no dispatches, and with dispatches within and outside of MSAs,
- all troubles cleared within 48 hours with no disptaches, and with dispatches within and outside of MSAs,
- mean time to restore with no dispatches, and with dispatches within and outside of MSAs,
- repair repeat report rate with no dispatches, and with dispatches within and outside of MSAs,
- repair appointments met with no dispatches, and with dispatches within and outside of MSAs,
- trouble rate;

PBX service for:

- all trouble cleared within 24 hours with no dispatches, and with dispatches within MSAs,
- all troubles cleared within 48 hours with no disptaches, and with dispatches within MSAs,
- mean time to restore with no dispatches, and with dispatches within and outside of MSAs,

- 8                    dispatches within and outside of MSAs,
- 9                    - all troubles cleared within 48 hours with no disptaches, and with
- 10                   dispatches within and outside of MSAs,
- 11                   - mean time to restore with no dispatches, and with
- 12                   dispatches within and outside of MSAs,
- 13                   - repair repeat report rate with no dispatches, and with dispatches within
- 14                   and outside of MSAs,
- 15                   - repair appointments met with no dispatches, and with dispatches within
- 16                   and outside of MSAs,
- 17                   - trouble rate;

18                   Primary ISDN service for:

- 19                   - all troubles cleared within 4 hours, interval zone 2,
- 20                   - mean time to restore, interval zone 2,
- 21                   - repair repeat report rate, interval zone 2,
- 22                   - trouble rate, interval zones 1 and 2;

- 1 - repair repeat report rate with no dispatches, and with dispatches within
- 2 and outside of MSAs,
- 3 - repair appointments met with no dispatches, and with dispatches within
- 4 and outside of MSAs,
- 5 - trouble rate;

6 Basic ISDN service for:

- 7 - all troubles - appointments within 24 hours, and with dispatches, and with

1 DS0 service for:

- 2 - mean time to restore, interval zone 2,  
3 - repair repeat report rate, interval zone 2,  
4 - trouble rate, interval zones 1 and 2;

5 DS1 service for:

- 6 - mean time to restore, interval zone 2,  
7 - repair repeat report rate, interval zone 2,  
8 - trouble rate, interval zones 1 and 2; and

9 DS3 and higher service for:

- 10 - all troubles cleared within 4 hours, interval zone 2,  
11 - mean time to restore, interval zone 2,  
12 - repair repeat report rate, interval zone 2.

13 For the most recent four month period measured, for only a handful of  
14 measurements is there a performance result for resale repair that indicates non-parity. In  
15 each case except one, the non-parity result occurs for a *single* month. The  
16 overwhelming majority of results for resale repair, for all measures, for all months, are at  
17 parity for CLECs and Qwest retail, and are frequently showing *better* performance for  
18 CLECs than for Qwest retail.

1 **E. Ancillary Services Provided with Resold Services**

2 CLECs may resell Qwest's operator services and directory assistance service to  
3 the end users to whom they resell Qwest's local exchange line services.<sup>27</sup> In the  
4 alternative, if a reseller CLEC wishes to do so, it can provide its own or a third party's  
5 directory assistance service and operator services to its end users. To do this, the  
6 CLEC would purchase use of customized routing and its end users' calls would be  
7 routed to the directory assistance and/or operator services platform of its choice.<sup>28</sup>

8 Qwest provides directory listings with resold services. The same listings options  
9 that are available to Qwest's retail end users are available to reseller CLECs.<sup>29</sup>

10 Qwest provides the same access to 911/E911 service to reseller CLECs' end  
11 users as it provides to its retail end users.<sup>30</sup>

12 **F. Billing for Resold Services**

13 Qwest provides CLECs with a monthly summary bill that includes billing for all  
14 the services the CLEC has resold, as well as a breakdown of resold services for the  
15 CLECs' individual end users.

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<sup>27</sup> See my Affidavit filed in this matter concerning checklist item number 7, as it relates to Operator Services and Directory Assistance Service, for additional information.

<sup>28</sup> See my Affidavit filed in this matter concerning checklist item number 6, Unbundled Network Elements – Switching (which includes customized routing), for additional information.

<sup>29</sup> See my Affidavit filed in this matter concerning checklist item number 8, White Pages Directory Listings, for additional information.

1    **III.    RESOLUTION OF ISSUES IN MULTI-STATE AND OTHER STATE**  
2    **WORKSHOPS**

3           A collaborative 271 workshop was conducted for this checklist item as part of  
4 multi-state 271 proceedings, and it included participation by CLECs, by other interested  
5 parties, by the commission staffs from the states of Idaho, Iowa, Montana, New Mexico,  
6 North Dakota, Utah, and Wyoming. All interested parties made written and oral  
7 comments concerning Qwest's compliance with the Act's and the FCC's requirements  
8 for resale, and seeking changes to numerous SGAT provisions. Qwest collaborated  
9 with and made concessions to CLECs on many issues and made numerous SGAT  
10 changes. Very few resale issues remained open and at 'impasse' at the end of the  
11 workshop process. The facilitator for the 271 multi-state resale proceedings issued a  
12 report in which he recommended specific resolution concerning open resale issues.  
13 Qwest agreed to accept the facilitator's proposals and modified its seven state SGATs  
14 as recommended.

15           Additionally, Qwest, CLECs, commission staffs, and other parties participated in  
16 271 collaborative workshops concerning resale in Washington, Oregon, Colorado, and  
17 Arizona, as well as in a hearing in Nebraska. Qwest received many requests from  
18 CLECs for changes to SGAT language concerning resale during the course of most of  
19 those proceedings. Qwest collaborated with and made concessions to CLECs resulting  
20 in changed SGAT language.

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<sup>30</sup> See the Affidavit of Ms. Margaret Bumgarner filed in this matter concerning checklist item number 7, as it related to Access to 911E/911 service, for additional information.



1           Thus far, all state commissions that have considered Qwest's compliance with  
2 Checklist Item 14 have found that Qwest satisfies the requirements subject to  
3 satisfactory performance in the ROC OSS test.

4           Finally, all SGAT changes agreed to in other states for resale have been included  
5 in the South Dakota SGAT filed on the same date as this affidavit was filed.

6 **IV. CONCLUSION**

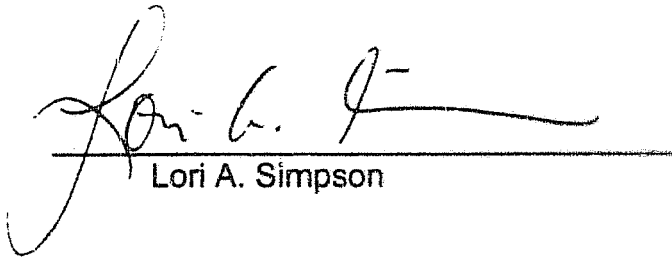
7           Qwest satisfies the resale requirements of section 271(c)(2)(B)(xiv). Qwest  
8 provides telecommunications services for resale under rates, terms, and conditions that  
9 are reasonable and nondiscriminatory through its SGAT and individual interconnection  
10 agreements with CLECs in South Dakota. Qwest's resale processes and performance  
11 have enabled CLECs to compete in South Dakota.

12           For the foregoing reasons, Qwest satisfies the requirements of Section  
13 271(c)(2)(B)(xiv) of the Act for resale. The South Dakota Public Utilities Commission  
14 should conclude that Qwest has satisfied this checklist item.

15  
16

I declare under penalty of perjury under the laws of the United States of America that the foregoing is true and correct to the best of my knowledge, information, and belief.

Executed on this 28<sup>th</sup> day of September, 2001.

  
Lori A. Simpson

STATE OF MINNESOTA



COUNTY OF HENNEPIN

Subscribed and sworn to before me this 28<sup>th</sup> day of September, 2001.

  
Notary Public

BEFORE THE  
SOUTH DAKOTA  
PUBLIC UTILITIES COMMISSION

IN THE MATTER OF THE INVESTIGATION ) DOCKET TC 01-  
INTO QWEST CORPORATION'S )  
COMPLIANCE WITH SECTION 271 ( C ) OF THE )  
TELECOMMUNICATIONS ACT OF 1996 )

QWEST CORPORATION'S

EXHIBITS of the AFFIDAVIT

OF

LORI A. SIMPSON

CHECKLIST ITEM 14 – RESALE

OCTOBER 24, 2001

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DESCRIPTION

EXHIBIT

Witness Qualifications.....LAS-Resale-1

## QUALIFICATIONS OF LORI A. SIMPSON

I have been employed by Qwest Corporation, formerly Northwestern Bell Telephone Company and U S WEST Communications, for 28 years. During that time I have worked in the network organization, the carrier organization, Operator and Information Services, the large and small business retail organizations, as well as the residence retail organization. Prior to my work on the 271 team, I most recently held positions related to the Company's legal and regulatory compliance.

I have a Bachelor of Arts degree from the University of Minnesota in Minneapolis, Minnesota, and a Juris Doctor degree from William Mitchell Law School in St. Paul, Minnesota.

I base this affidavit on professional experience, personal knowledge, and information available to me in the normal course of my duties, including records regularly kept in the course of business by Qwest. As part of Qwest's work to ensure its compliance with Section 271, I have participated extensively for more than one year in all of the collaborative state workshops addressing this checklist item in Arizona, Colorado, Oregon, Washington, and the seven-state joint Section 271 workshops involving Idaho, Iowa, Utah, Montana, North Dakota, Wyoming, and New Mexico. Each of these five workshop processes were collaborative, conducted on an open basis with full, active, and equal participation by competitors and state FCC staffs. I also participated in the Section 271 proceedings in Nebraska.

BEFORE THE  
SOUTH DAKOTA  
PUBLIC UTILITIES COMMISSION

IN THE MATTER OF THE INVESTIGATION )  
INTO QWEST CORPORATION'S )  
COMPLIANCE WITH SECTION 271 ( C ) OF THE )  
TELECOMMUNICATIONS ACT OF 1996 )

DOCKET TC 01- 165

QWEST CORPORATION'S

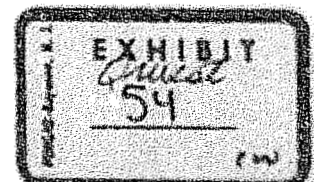
REBUTTAL  
AFFIDAVIT

OF

LORI A. SIMPSON

CHECKLIST ITEM 14 – RESALE

APRIL 2, 2002



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**REBUTTAL AFFIDAVIT**

**OF**

**LORI A. SIMPSON**

**Checklist Item 14 — Resale**

Lori A. Simpson states as follows:

My name is Lori A. Simpson. My business address is 301 West 65<sup>th</sup> Street, Minneapolis, Minnesota. I am Director – Legal Issues for Qwest Corporation (Qwest). I submit this Rebuttal Affidavit in support of Qwest's application for authority to provide interLATA services originating in South Dakota. In this Rebuttal Affidavit, I respond to the resale issues raised by Midcontinent Communications. I also show that AT&T's claims concerning Qwest's compliance with the Telecommunications Act of 1996 (Telecom Act) and the FCC's rules and orders as they relate to resale are incorrect. Through my rebuttal testimony, I reconfirm that Qwest complies with Checklist Item 14 of Section 271 of the Telecom Act and the FCC's orders and rules as they relate to resale.<sup>1</sup>

**I. EXECUTIVE SUMMARY**

In this Rebuttal Affidavit I respond to the issues raised by Midcontinent Communications concerning resale, and I show that AT&T's comments and claims contained in the Affidavit of Kenneth Wilson concerning resale are erroneous, or are already satisfied by Qwest as requested by AT&T and as reflected in Qwest's South

---

<sup>1</sup> 47 U.S.C. § 271(c)(2)(B)(xiv).



1 Dakota SGAT filed with the Commission on October 24, 2001, and in Qwest's  
2 interconnection agreement with KMC Telecom V, Inc.<sup>2</sup> (KMC).

3 In summary, Qwest provides resale in compliance with the Telecom Act and the  
4 FCC's rules and orders. For these reasons, the South Dakota Public Utilities  
5 Commission should find that Qwest has satisfied all of the requirements of Checklist  
6 Item 14.

7 **II. QWEST'S RESPONSE TO MIDCONTINENT COMMUNICATION'S ISSUES**  
8 **CONCERNING RESELL**

9 **A. ISSUE 139: COMPARABILITY OF TERMS FOR NEW PRODUCTS OR**  
10 **SERVICES**

11  
12 W. Thomas Simmons, of Midcontinent Communications (Midcontinent)  
13 comments that it has a concern with the definition of "SmartPak" service, which it  
14 resells. Specifically, Midcontinent indicates it has experienced difficulties ordering  
15 SmartPak for some telephone number prefixes (NXXs) in South Dakota, and with toll  
16 charges and feature charges having been billed that should have been suppressed  
17 based on the SmartPak service description.<sup>3</sup>

18 Qwest's account team assigned to and supporting Midcontinent has been  
19 meeting monthly with Midcontinent to identify and resolve issues such as these. Qwest  
20 and Midcontinent have discussed the issue of what NXXs are included in the SmartPak

---

<sup>2</sup> The Interconnection Agreement between KMC Telecom V, Inc., and Qwest is attached to the Affidavit of Larry Brotherson on behalf of Qwest Corporation, dated April 2, 2002, as Exhibit LBB-GTC-1.

<sup>3</sup> Affidavit of W. Thomas Simmons on behalf of Midcontinent Communications (Simmons Affidavit) at pp11-13.

1 service offering. It appears there was a misunderstanding as to the time when several  
2 new NXXs were available in South Dakota. Qwest implemented new NXXs in the  
3 communities where SmartPak is available. Effective March 8, 2002, SmartPak was  
4 available for these NXXs, and notice of this change was provided to Midcontinent. It  
5 appears that Midcontinent placed orders for SmartPak before March 8, and Qwest's  
6 systems were not yet updated with the new NXXs because they were not yet effective,  
7 and so those orders were rejected. I believe this was a simple misunderstanding about  
8 when the new NXXs were available.

9       Regarding the issue noted by Mr. Simmons concerning toll suppression and  
10 including billing for features on resold accounts with SmartPak, Qwest agreed during a  
11 monthly meeting with Midcontinent in late 2001 to implement a process whereby Qwest  
12 pulls a random 10% sample of Midcontinent's resale orders after they are released into  
13 Qwest's service order processor. Qwest audits these orders for accuracy against  
14 Midcontinent's local service request (LSR). Any errors are corrected, and more  
15 importantly, the personnel responsible for causing the error are re-trained on the correct  
16 process. Midcontinent's representative at the monthly meeting with Qwest on March 7,  
17 2002, stated that Midcontinent had seen improvement and fewer billing errors. Qwest  
18 takes these issues very seriously and is taking steps to improve its service for  
19 Midcontinent.

20       Mr. Simmons also raised an issue concerning the offering of new retail products  
21 and their availability for resale by reseller CLECs. Mr. Simmons indicates that

1 Midcontinent became aware of the SmartPak product offering "from our customers."<sup>4</sup>  
2 However, Qwest in fact provides notice to reseller CLECs advising them of new  
3 products and services. Qwest provided written notice of the SmartPak offering to two  
4 Midcontinent employees, Ms. Karen Viste and Ms. Mary Lohnes, on September 13,  
5 2000. Qwest provides written notice to reseller CLECs in South Dakota advising of new  
6 Qwest retail products and services in advance of or on the date the service is available  
7 to Qwest retail end users. This allows CLECs to be aware of and to offer new Qwest  
8 services for resale.

9 **B. ISSUE 166: INTERNAL CONTROLS**

10 Midcontinent states that it has experienced issues with billing for resold  
11 packages of features and voice messaging service.<sup>5</sup> Midcontinent has raised these  
12 issues with Qwest's account team and Qwest has corrected Midcontinent's bills.  
13 Additionally, as described above, Qwest is auditing a significant number of  
14 Midcontinent's orders and is taking affirmative steps to ensure Midcontinent is correctly  
15 billed for the resale services it orders.

16 Concerning the issue of Qwest's rate change for voice messaging service (VMS),  
17 as was explained to Midcontinent by the Qwest account team at the time this billing  
18 change took place, Qwest's monthly recurring rate for VMS was incorrectly reflected in  
19 Qwest's South Dakota catalog as \$16.00 when the rate was actually \$18.50. When this  
20 error was discovered the billing was corrected. Midcontinent was not back-billed at the

---

<sup>4</sup> Simmons Affidavit at pp10-12.

<sup>5</sup> Simmons Affidavit at pp13-15.

1 correct rate; the correct rate was implemented on a going-forward basis only. While  
2 Qwest regrets any error, errors sometimes occur. Qwest hoped to minimize the impact  
3 on Midcontinent by not back-billing at the higher, correct rate.

#### 4 C. ISSUE 176: POSTING BILLING DETAIL

5 Midcontinent states that it has experienced issues with the billed  
6 wholesale/resale discount rate for its resold services.<sup>6</sup> Midcontinent has raised these  
7 issues with Qwest in the joint meetings with Qwest's account team, and they have been  
8 addressed and resolved. Specifically, during interconnection contract and bill validation  
9 efforts undertaken by Qwest, Qwest changed the billed wholesale/resale discount rate  
10 applicable to Midcontinent's resold services. Unfortunately, the discount implemented  
11 was incorrect. Qwest has taken steps to correct all of the wholesale/resale discounts  
12 applied to Midcontinent's resold services so that the current charges on Midcontinent's  
13 bills are correct, and Qwest has also issued credit adjustments for incorrectly billed  
14 amounts. All of Midcontinent's resale bills issued after March 31, 2002, should be  
15 correct based on Qwest's efforts. Additionally, Qwest has agreed via the Change  
16 Management Process (CMP) to provide 10-day advance notice of rate changes that  
17 result from Qwest's rate validation efforts. This will ensure that Midcontinent and other  
18 CLECs have an opportunity to advise Qwest if they disagree with any rate change  
19 Qwest intends to implement.

---

\* Simmons Affidavit at pp15-16.

1 **QWEST'S RESPONSE TO AT&T'S ERRONEOUS CLAIMS CONCERNING**  
2 **RESALE**

3 **A. INDEMNIFICATION FOR RESALE SERVICE QUALITY**

4  
5 AT&T complains in the Affidavit of Ken Wilson that ". . . Qwest would like to  
6 essentially insulate itself from any responsibility for the harm its poor service causes to  
7 its wholesale reseller customer and the wholesale reseller's end-user customers."<sup>7</sup>  
8 AT&T goes on to state, concerning section 6.2.3 of the South Dakota SGAT, that  
9 "Qwest's recent concession on resale service quality assurances still unreasonably  
10 limits its liability for harm caused by Qwest's poor service quality to the reseller's end-  
11 user, and it utterly leaves the reseller without a real remedy," and "AT&T recommends  
12 that the State Commissions [sic] order Qwest to delete SGAT §§ 6.2.3.1 and 6.2.3.2,  
13 replacing them with" language provided by AT&T.<sup>8</sup>

14 AT&T has tried and failed in eleven other Qwest states to create remedies that  
15 are unjustified by the relationship between Qwest, reseller CLECs, and the reseller  
16 CLEC's end users, and unnecessary for purposes of determining compliance with  
17 Section 271 of the Telecom Act. Mischaracterizing Qwest's position as an "attempt to  
18 insulate" cannot change the underlying facts, which do not support AT&T's request.

19 Qwest's South Dakota SGAT provides:

20  
21 6.2.3 Qwest shall provide to CLEC Telecommunications Services for  
22 resale that are at least equal in quality and in substantially the same time  
23 and manner that Qwest provides these services to itself, its subsidiaries, its  
24 Affiliates, other Resellers, and Qwest's retail end users. Qwest shall also

<sup>7</sup> Affidavit of Kenneth Wilson on behalf of AT&T (Wilson Affidavit) at pp39-42.

<sup>8</sup> Wilson Affidavit at pp39-42.

provide resold services to CLEC in accordance with the Commission's retail service quality requirements, if any. Qwest further agrees to reimburse CLEC for credits or fines and penalties assessed against CLEC as a result of Qwest's failure to provide service to CLEC, subject to the understanding that any payments made pursuant to this provision will be an offset and credit toward any other penalties voluntarily agreed to by Qwest as part of a performance assurance plan, and further subject to the following provisions:

8.2.1 Qwest shall provide service credits to CLEC for resold services in accordance with the Commission's retail service requirements that apply to Qwest retail services, if any. Such credits shall be limited in accordance with the following:

a) Qwest's service credits to CLEC shall be subject to the wholesale discount;

b) Qwest shall only be liable to provide service credits in accordance with the resold services provided to CLEC. Qwest is not required to provide service credits for service failures that are the fault of the CLEC;

c) Intentionally Left Blank

d) Intentionally Left Blank

e) In no case shall Qwest's credits to CLEC exceed the amount Qwest would pay a Qwest end user under the service quality requirements, less any wholesale discount applicable to CLEC's resold services; and

f) Intentionally Left Blank

8.2.2 Fines and Penalties --- Qwest shall be liable to pay to CLEC fines and penalties for resold services in accordance with the Commission's retail service requirements that apply to Qwest retail services, if any. Such credits shall be limited in accordance with the following:

a) Qwest's fines and penalties paid to CLEC shall be subject to the wholesale discount;

b) Qwest shall only be liable to provide fines and penalties in accordance with the resold services provided to CLEC. Qwest is not required to pay fines and penalties for service failures that are the fault of the CLEC;

c) Qwest shall not be liable to provide fines and penalties to CLEC if CLEC is not subject to the Commission's fine and penalty requirements for service quality;

d) In no case shall Qwest's fines and penalties to CLEC exceed the amount Qwest would pay the Commission under the service quality plan, less any wholesale discount applicable to CLEC's resold services; and

e) In no case shall Qwest be required to provide duplicate reimbursement or payment to CLEC for any service quality failure incident.

Qwest's agreement with KMC also includes the identical provision, as follows:

6.1.0 Qwest shall provide to CLEC Telecommunications Services for resale that are at least equal in quality and in substantially the same time and manner that Qwest provides these services to itself, its subsidiaries, its Affiliates, other Resellers, and Qwest's retail end users. Qwest shall also provide resold services to CLEC in accordance with the Commission's retail service quality requirements, if any. Qwest further agrees to reimburse CLEC for credits or fines and penalties assessed against CLEC as a result of Qwest's failure to provide service to CLEC, subject to the understanding that any payments made pursuant to this provision will be an offset and credit toward any other penalties voluntarily agreed to by Qwest as part of a performance assurance plan, and further subject to the following provisions:

6.1.1 Qwest shall provide service credits to CLEC for resold services in accordance with the Commission's retail service requirements that apply to Qwest retail services, if any. Such credits shall be limited in accordance with the following:

a) Qwest's service credits to CLEC shall be subject to the wholesale discount;

b) Qwest shall only be liable to provide service credits in accordance with the resold services provided to CLEC. Qwest is not required to provide service credits for service failures that are the fault of the CLEC;

c) Intentionally Left Blank

d) Intentionally Left Blank

e) In no case shall Qwest's credits to CLEC exceed the amount

Qwest would pay a Qwest end user under the service quality requirements, less any wholesale discount applicable to CLEC's resold services, and

Intentionally Left Blank

**6.2.3.2 Fees and Penalties** -- Qwest shall be liable to pay to CLEC fees and penalties for resold services in accordance with the Commission's retail service requirements that apply to Qwest retail services, if any. Such credits shall be limited in accordance with the following:

a) Qwest's fines and penalties paid to CLEC shall be subject to the wholesale discount.

b) Qwest shall only be liable to provide fines and penalties in accordance with the resold services provided to CLEC. Qwest is not required to pay fines and penalties for service failures that are the fault of the CLEC.

c) Qwest shall not be liable to provide fines and penalties to CLEC if CLEC is not subject to the Commission's fine and penalty requirements for service quality.

d) In no case shall Qwest's fines and penalties to CLEC exceed the amount Qwest would pay the Commission under the service quality plan, less any wholesale discount applicable to CLEC's resold services, and

e) In no case shall Qwest be required to provide duplicate reimbursement or payment to CLEC for any service quality failure incident.

The standard for service provided by Qwest to reseller CLECs is parity with Qwest's comparable retail services. Section 6.2.3 of the SGAT describes Qwest's obligation to give credits to reseller CLECs related to the quality of resold services provided to the reseller CLECs, and to reimburse reseller CLECs for fines or penalties to which they are subject based on state service quality rules. Those obligations mirror service quality payment obligations that apply to Qwest's retail operations, thus placing



1 CLECs in the same position as Qwest's retail operations and providing parity to reseller  
2 CLECs. Furthermore, Qwest's performance in delivering resold services is measured  
3 under performance measurements developed and agreed upon in the context of the  
4 Regional Oversight Committee (ROC) Third Party Operational Support System (OSS)  
5 Test. Qwest produces and publishes resale performance results monthly. Finally, the  
6 Qwest Performance Assurance Plan (QPAP), also developed and agreed upon in the  
7 context of the ROC Third Party OSS Test, provides for appropriate payments for any  
8 Qwest failure to perform as required.<sup>9</sup>

9 AT&T has claimed that these remedies are not sufficient for reseller CLECs, and  
10 that Qwest should be required to indemnify such CLECs virtually without limitation.  
11 Qwest rejects AT&T's claims. Any demand that Qwest credit or reimburse a CLEC  
12 more than the amount a CLEC pays Qwest for the resold service is unreasonable in that  
13 Qwest has no control over the amount a reseller CLEC chooses to charge its end user  
14 customers for resold service, nor does Qwest have any control over the amount a CLEC  
15 may choose to pay to its end user customers for service problems. Qwest stands  
16 behind the quality of its services to the full extent that reseller CLECs pay for them. In a  
17 resale context, Qwest's customer is the CLEC, not the CLEC's end user. Quality of  
18 service violations attributed to Qwest should trigger a credit in the amount that Qwest  
19 received in exchange for providing that service, not an unknown, marked-up price over  
20 which Qwest has no control. Section 6.2.3 of the South Dakota SGAT should not be

---

<sup>9</sup> See Affidavits of Mark Reynolds on behalf of Qwest Corporation for details concerning the Qwest Performance Assurance Plan.

1 modified as it appropriately reflects Qwest's obligations to reseller CLECs to provide  
2 credits or reimbursements for service quality failures, as written.

3 AT&T raised this issue in the multistate 271 process. Qwest proposed new  
4 Qwest obligations and SGAT language to reimburse reseller CLECs for certain service  
5 quality failures attributable to Qwest via new language in section 6.2.3 of the SGATs,  
6 but AT&T did not agree that the obligations and new language satisfied its demands,  
7 and the issue went to "impasse." In his multistate report on resale, John Antonuk,  
8 facilitator of the multistate process, proposed that Qwest's offered response to the  
9 issues raised by AT&T was acceptable if Qwest agreed to delete certain portions of the  
10 proposed section 6.2.3 SGAT provisions. Specifically, Mr. Antonuk's report accepted  
11 Qwest's limited liability proposal except for parts (c) and (d) of section 6.2.3.1, which the  
12 report recommended should be deleted (and which Qwest has deleted for South  
13 Dakota, as noted above). Payments to CLECs, the report said, should not hinge on  
14 whether a CLEC is subject to state service requirements and should be made even if  
15 the CLEC does not pay credits.<sup>10</sup> Qwest agreed to make the multistate SGAT changes,  
16 and the South Dakota SGAT and Qwest's interconnection agreement with KMC also  
17 reflect the changes required by Mr. Antonuk's order on resale. Furthermore, the South  
18 Dakota Staff's consultant, Dr. Buster Griffing, recommends: "[t]he Commission should

---

<sup>10</sup> The Liberty Consulting Group, Report One on Qwest Communications, Inc.'s Compliance with Section 271 Checklist of the Telecommunications Act of 1996, Checklist Items 1, 11, 13, and 14, May 15, 2001.

1 accept this recommendation," referring to Mr. Antonuk's resale order on 6.2.3 and this  
2 issue.<sup>11</sup>

3 **B. MISDIRECTED CALLS TO QWEST'S AND CLECS' OFFICES**

4  
5 It is unclear why AT&T makes the arguments it makes concerning misdirected  
6 calls and South Dakota SGAT section 6.4.1.<sup>12</sup> In short, Mr. Wilson states that AT&T  
7 proposes adding the words "seeking such information" at the end of the SGAT Section  
8 6.4.1.<sup>13</sup> The October 24, 2001, South Dakota SGAT, and the interconnection  
9 agreement with KMC, at Section 9.23.3.17, do just that, as follows.

10 6.4.1 CLEC, or CLEC's agent, shall act as the single point of contact for  
11 its end users' service needs, including without limitation, sales, service  
12 design, order taking, Provisioning, change orders, training, maintenance,  
13 trouble reports, repair, post-sale servicing, Billing, collection and inquiry.  
14 CLEC shall inform its end users that they are end users of CLEC for resold  
15 services. CLEC's end users contacting Qwest in error will be instructed to  
16 contact CLEC; and Qwest's end users contacting CLEC in error will be  
17 instructed to contact Qwest. In responding to calls, neither Party shall make  
18 disparaging remarks about each other. To the extent the correct provider  
19 can be determined, misdirected calls received by either Party will be referred  
20 to the proper provider of Local Exchange Service; however, nothing in this  
21 Agreement shall be deemed to prohibit Qwest or CLEC from discussing its  
22 products and services with CLEC's or Qwest's end users who call the other  
23 Party, **seeking such information.** [emphasis added]

24 Qwest's agreement with KMC includes the identical provision, as follows:

25 6.4.1 CLEC, or CLEC's agent, shall act as the single point of contact for  
26 its end users' service needs, including without limitation, sales, service  
27 design, order taking, Provisioning, change orders, training, maintenance,  
28 trouble reports, repair, post-sale servicing, Billing, collection and inquiry.

<sup>11</sup> Direct Testimony of Dr. Marlon Griffing at pp47-48.

<sup>12</sup> Wilson Affidavit at pp39-42.

<sup>13</sup> Wilson Affidavit at pp39-42.

1 CLEC shall inform its end users that they are end users of CLEC for resold  
2 services. CLEC's end users contacting Qwest in error will be instructed to  
3 contact CLEC; and Qwest's end users contacting CLEC in error will be  
4 instructed to contact Qwest. In responding to calls, neither Party shall make  
5 disparaging remarks about each other. To the extent the correct provider  
6 can be determined, misdirected calls received by either Party will be  
7 referred to the proper provider of Local Exchange Service; however, nothing  
8 in this Agreement shall be deemed to prohibit Qwest or CLEC from  
9 discussing its products and services with CLEC's or Qwest's end users who  
10 call the other Party, seeking such information.  
11

12 This issue was raised by AT&T in the multistate 271 process, and it went to  
13 "impasse." Mr. Antonuk proposed that Qwest modify its SGAT section 6.4.1 as  
14 suggested by AT&T, and Qwest agreed to do so. Qwest has also modified its South  
15 Dakota SGAT, and Qwest believes this settles the issue raised by AT&T in this  
16 proceeding.

#### 17 IV. CONCLUSION

18 For the foregoing reasons, Qwest has satisfied the requirements of Section  
19 271(c)(2)(B)(vi) of the Telecom Act regarding unbundled local switching. The South  
20 Dakota Public Utilities Commission should conclude that Qwest satisfies Checklist Item  
21 14.

22 That concludes my rebuttal testimony.  
23

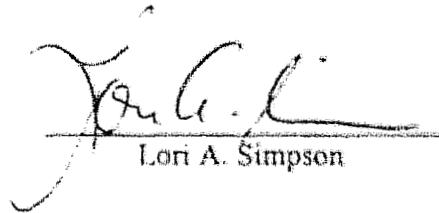
BEFORE THE PUBLIC UTILITIES COMMISSION OF THE STATE OF  
SOUTH DAKOTA

In the Matter of the Investigation )  
into Qwest Corporation's )  
Compliance with Section 271(c) of the )  
Telecommunications Act of 1996 )  
\_\_\_\_\_ )

Docket No. TC01-165


I declare under penalty of perjury under the laws of the United States of America  
that the foregoing is true and correct to the best of my knowledge, information, and  
belief.

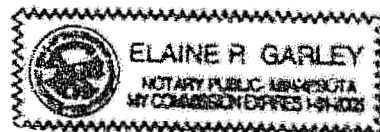
Executed this 27th day of March, 2002.

  
Lori A. Simpson

STATE OF MINNESOTA )  
 )ss.  
COUNTY OF HENNEPIN )

Subscribed and sworn before me this 27<sup>th</sup> day of March, 2002.

  
Notary Public



BEFORE THE  
SOUTH DAKOTA  
PUBLIC UTILITIES COMMISSION

IN THE MATTER OF THE INVESTIGATION ) DOCKET TC 01-  
INTO QWEST CORPORATION'S )  
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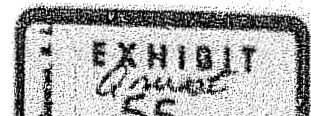
AFFIDAVIT

OF

LORI A. SIMPSON

CHECKLIST ITEM 2 - UNBUNDLED NETWORK ELEMENTS - PLATFORM

OCTOBER 24, 2001



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**AFFIDAVIT**  
**OF**  
**LORI A. SIMPSON**

**Checklist Item 2 — Unbundled Network Elements – Platform**

10 Lori A. Simpson states as follows:

11 My business address is 301 West 65<sup>th</sup> Street, Minneapolis, Minnesota. I  
12 am Director – Legal Issues for Qwest Corporation ("Qwest"). I submit this affidavit in  
13 support of Qwest's application for authority to provide interLATA services originating in  
14 South Dakota. In this affidavit, I show that Qwest has complied with Checklist Item  
15 Number 2 of Section 271 of the Telecommunications Act of 1996 ("1996 Act" or "Act")  
16 as it relates to unbundled network elements - platform.<sup>1</sup>

17 I base this affidavit on professional experience, personal knowledge, and  
18 information available to me in the normal course of my duties, including records  
19 regularly kept in the course of business by Qwest.<sup>2</sup>

20 **I. EXECUTIVE SUMMARY**

21 The purpose of this affidavit is to demonstrate that Qwest has satisfied certain  
22 requirements of Section 271(c)(2)(B)(ii) of the Act, access to unbundled network  
23 elements ("UNEs").

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<sup>1</sup> See 47 U.S.C. § 271(c)(2)(B)(ii).

<sup>2</sup> A description of my professional experience and education is included in Exhibit LAS-UNE-P-1 to this Affidavit.



1 Qwest combines UNEs for CLECs or provides such UNEs in a manner that  
2 allows requesting carriers to combine such elements in order to provide  
3 telecommunications services. Qwest does not impose limitations, restrictions or  
4 requirements on requests for the use of UNEs that would impair the ability of a  
5 requesting telecommunications carrier to offer a telecommunications service in the  
6 manner desired by the requesting telecommunications carrier.

7 In addition, two standard UNE combinations are available: Unbundled Network  
8 Elements – Platform ("UNE-P") and the Enhanced Extended Loop ("EEL"). This  
9 affidavit contains testimony about UNE-P combinations, and Ms. Karen Stewart  
10 supplies testimony concerning EEL.

11 When ordered in combination, UNEs that are currently combined and ordered  
12 together will not be physically disconnected or separated in any fashion except for  
13 technical feasibility reasons or if requested by the ordering CLEC.

14 Furthermore, Qwest provides UNEs on rates, terms, and conditions that are just,  
15 reasonable, and nondiscriminatory in accordance with the terms and conditions of its  
16 South Dakota Statement of Generally Available Terms ("SGAT") and its interconnection  
17 agreements. Qwest also provides nondiscriminatory access to UNEs at rates that are  
18 nondiscriminatory and based on the cost of providing the UNE.

19 As of August 31, 2001, Qwest provides 16,411 UNE-P combinations to five  
20 CLECs in South Dakota. Qwest measures its performance for providing UNE-P-POTS  
21 combination services to CLECs. Qwest's performance indicator definitions ("PIDs")  
22 were developed in the Regional Oversight Committee ("ROC") collaborative Section

1 271 performance measurements workshops. Those workshops, involving both Qwest  
2 and CLECs, were conducted under the auspices of the ROC performance measures  
3 committee, which is composed of 13 state commissions in the Qwest region. Qwest's  
4 performance results indicate that Qwest provides a high quality of UNE-P combination  
5 services to South Dakota CLECs.

6 For these reasons, Qwest has satisfied the requirements of Checklist Item 2 as it  
7 relates to access to UNE-P combination service.

8 **II. LEGAL STANDARD AND OBLIGATION TO PROVIDE UNBUNDLED**  
9 **NETWORK ELEMENTS**

10 Section 271(c)(2)(B)(ii) of the Act requires Qwest to provide nondiscriminatory  
11 access to unbundled network elements pursuant to section 251(c) and at prices in  
12 accordance with the requirements of section 252(d).<sup>3</sup>

13 The FCC's rules also prohibit an ILEC from imposing limitations, restrictions, or  
14 requirements on requests for the use of unbundled network elements (other than those  
15 expressly permitted by the FCC's rules) that would impair the ability of a requesting  
16 telecommunications carrier to offer a telecommunications service in the manner desired  
17 by the requesting telecommunications carrier.<sup>4</sup>

18 Section 251(c)(3) of the Act further requires incumbent LECs to provide  
19 unbundled network elements on rates, terms and conditions that are just, reasonable,  
20 and nondiscriminatory in accordance with the terms and conditions of its interconnection

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<sup>3</sup> See 47 U.S.C. § 271(c)(2)(B)(ii).

<sup>4</sup> See 47 C.F.R. § 51.309(a).

1 agreements and with the requirements of Sections 251 and 252 of the Act.<sup>5</sup> Section  
2 252(d) requires the rates for network elements to be nondiscriminatory and based on  
3 the cost of providing the network element.<sup>6</sup>

4 Qwest has a concrete and specific legal obligation to provide UNEs to CLECs as  
5 detailed above through its interconnection agreements with CLECs and through the  
6 terms and conditions of its South Dakota SGAT.<sup>7</sup> Qwest's SGAT was updated as a  
7 result of consensus reached in collaborative Section 271 workshop processes  
8 conducted on an open basis with full, active, and equal participation by competitors and  
9 state commission staffs. Specifically, Qwest's SGAT was updated with the input of  
10 competitors and commission staffs through collaborative Section 271 workshops in  
11 Arizona, Colorado, Oregon, Washington, and the seven-state collaborative Section 271  
12 workshops involving Idaho, Iowa, Utah, Montana, North Dakota, Wyoming, and New  
13 Mexico. Nebraska conducted a contested hearing but the record from the seven-state  
14 collaborative was incorporated. Although South Dakota did not participate in the  
15 Section 271 collaborative workshops, Qwest is filing a revised SGAT in South Dakota  
16 incorporating consensus language developed through the collaborative workshop  
17 processes in other states, so that South Dakota CLECs would also benefit from  
18 agreements reached in those workshops. Through these collaborative workshops,  
19 consensus has been reached on all possible issues related to UNE-P.

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<sup>5</sup> See 47 U.S.C. § 251(c)(3).

<sup>6</sup> See 47 U.S.C. § 252(d).

<sup>7</sup> See SGAT § 9.

1 **III. QWEST HAS COMPLIED WITH THE FCC'S UNBUNDLED NETWORK**  
2 **ELEMENTS – PLATFORM COMBINATIONS REQUIREMENTS IN SOUTH**  
3 **DAKOTA.**

4 Access to UNEs, as well as the quality of the UNEs, is provided on a  
5 nondiscriminatory basis as between CLECs. Qwest also provides access to UNEs in  
6 substantially the same time and manner in which Qwest provides to itself or its affiliates,  
7 or where Qwest does not provide UNEs to itself or its affiliates, Qwest will provide  
8 access to UNEs in a manner that allows CLECs a meaningful opportunity to compete.<sup>8</sup>

9 **A. Access to UNE-P Combinations**

10 Under the terms of its South Dakota SGAT, Qwest combines network elements  
11 that are ordinarily combined on Qwest's network on the CLEC's behalf when requested  
12 to do so and provided facilities are available.<sup>9</sup> CLECs can request access to UNE  
13 combinations not provided as standard combinations through the Special Request  
14 Process which is described in the South Dakota SGAT, Exhibit F.<sup>10</sup>

15 Network elements to be provisioned together shall be identified and ordered by  
16 CLECs as such. When CLECs order UNE combinations, such as UNE-P services, that  
17 are currently interconnected and functional, the UNEs will remain interconnected and  
18 functional without any disconnection or disruption of functionality.<sup>11</sup>

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<sup>8</sup> See SGAT § 9.1.2.

<sup>9</sup> See SGAT § 9.23.1.1.

<sup>10</sup> See SGAT § 9.23.3.10; see also SGAT Exhibit F.

<sup>11</sup> See SGAT § 9.23.1.3.

1           The South Dakota SGAT provides a definition for UNE-P combinations as  
2 follows:

3           4.61 "Unbundled Network Element Platform (UNE-P)" - is a  
4 combination of unbundled network elements, including Unbundled Loop,  
5 Unbundled Local Switching and Shared Transport. There are several  
6 forms of UNE-P, including but not limited to single line residence, single  
7 line business, and PBX Trunks.

8 UNE-P combinations include a loop, a switch port, switch use, shared transport use,  
9 and optional vertical switch features. UNE-P combinations also include access to  
10 interLATA and intraLATA toll service, access to 911 emergency services; access to  
11 operator services and directory assistance service, and directory listings.<sup>12</sup>

12           UNE-P combination service is offered in the following forms, as described in the  
13 South Dakota SGAT: (1) UNE-P-POTS (plain old telephone service) combination for  
14 residential or business customers; (2) UNE-P-ISDN-BRI and UNE-P-ISDN-BRI  
15 combinations; (3) UNE-P-DSS (digital switched service) combination; (4) UNE-P-PBX  
16 combination; and, (5) UNE-P-Centrex combinations.<sup>13</sup>

17           As of August 31, 2001, Qwest provides 16,411 UNE-P combinations to five  
18 CLECs in South Dakota. This includes 58 UNE-P-POTS combinations provided to five  
19 South Dakota CLECs and 16,353 UNE-P-Centrex combinations provided to one South  
20 Dakota CLEC.<sup>14</sup>

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<sup>12</sup> See SGAT § 9.23.3.11.1.

<sup>13</sup> See SGAT §§ 9.23.3.2 - 9.23.3.6.

<sup>14</sup> These numbers include 6 UNE-P-POTS-Star and 16,353 UNE-P-Centrex-Star combinations provided to one South Dakota CLEC under a negotiated interconnection agreement containing specific volume, term, pricing, and other

1 All the vertical switch features that are technically feasible for use with the UNE-P  
2 combinations are available. If a feature is available with the comparable Qwest retail  
3 service, it is available with the UNE-P combination service.<sup>15</sup>

4 If the CLEC chooses to have Qwest provide operator services and directory  
5 assistance services with the CLECs' UNE-P combinations, those services are offered  
6 with standard Qwest branding. At the request of the CLEC and where technically  
7 feasible, Qwest will brand operator services and directory assistance services in the  
8 CLEC's name, CLEC's choice of name, or in no name.<sup>16</sup> A CLEC can order customized  
9 routing in conjunction with UNE-P in order to provide access to its own or a third party's  
10 operator services and/or directory assistance platforms.<sup>17</sup>

11 Qwest provides directory listings with UNE-P combinations. The same listings  
12 options that are available to Qwest retail end users are available with UNE-P  
13 combination services.<sup>18</sup>

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terms and conditions. The services are specially named only for ease of implementing, tracking, and billing for the services provided under this agreement. Any CLEC may opt into the terms and conditions of this agreement.

<sup>15</sup> See SGAT §§ 9.23.3.2 - 9.23.3.6.

<sup>16</sup> See my Affidavit filed in this matter concerning Checklist Item Number 7, Access to Operator Services and Directory Assistance Services, for additional information concerning customized CLEC call branding.

<sup>17</sup> See my Affidavit filed in this matter concerning Checklist Item Number 6, Unbundled Network Elements - Switching (including customized routing), for additional information.

<sup>18</sup> See my Affidavit filed in this matter concerning Checklist Item Number 8, White Pages Directory Listings, for additional information.

1 Qwest routes the E911/911 calls of CLEC's UNE-P end user customers to the  
2 appropriate Public Safety Answering Point ("PSAP") in the same manner that it routes  
3 its retail end users' calls to the appropriate PSAP. Qwest uses its standard processes,  
4 that are also used for Qwest retail end user information, to update and maintain CLECs'  
5 UNE-P end user information in the databases known as the Automatic Location  
6 Identification/Database Management System that support E911/911 services.<sup>19</sup>

7 **1. Installation and Provisioning of UNE-P Combinations**

8 CLECs may obtain UNE-P combinations by ordering the conversion of existing  
9 services, such as Qwest retail or CLEC resold services, to UNE-P combinations, or by  
10 ordering new UNE-P combination services.

11 Qwest provides the same quality of and access to UNE-P combinations to all  
12 CLECs requesting access. Where Qwest provides UNEs to itself, such as is the case  
13 with UNE-P combinations given their similarity to comparable Qwest retail services,  
14 UNE-P combinations provided to CLECs are provided in "substantially the same time  
15 and manner" to that which Qwest provides to itself.<sup>20</sup>

16 Standard service intervals for UNE-P combinations are set forth in Exhibit C of  
17 the SGAT, and they are the same as service intervals for comparable Qwest retail  
18 services. Due dates for UNE-P service requests are firm when Qwest receives a  
19 complete and accurate LSR via the IMA-GUI or IMA-EDI interface, or by facsimile.

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<sup>19</sup> See the Affidavit of Margaret S. Bumgarner filed in this matter concerning Checklist Item Number 7, Access to 911/E911, for additional information.

<sup>20</sup> See SGAT § 9.23.3.1.

1 As part of the ordering process, CLECs provide Qwest with complete and  
2 accurate end user customer listing information for directory assistance, directory  
3 listings, and 911 emergency services for all end user customers served by UNE-P  
4 combinations. Optional vertical switch features, as well as choice of interLATA and  
5 intraLATA primary interexchange carrier ("PIC"), are also provided.

6 Qwest and each CLEC provide each other with points of contact for order entry,  
7 problem resolution, repair, and in the event special attention is required on service  
8 requests.

9 **2. Billing**

10 Qwest provides monthly summary billing information to CLECs for their UNE-P  
11 services within seven to ten calendar days of the last day of the CLEC's most recent  
12 billing period. The billing information, which is in a standard electronic billing format,  
13 includes: (1) a summary bill, and (2) individual end user subaccount information,  
14 including charges for switch ports, charges for and number of local originating switch  
15 and shared transport minutes of use, and charges for and list of intrastate toll (if  
16 applicable).

17 Qwest provides switched access records which may be used by the CLEC to bill  
18 interexchange carriers for use of the CLEC's unbundled switching element portion of its  
19 UNE-P combinations for purposes of providing interLATA toll calls.

20 Qwest provides CLECs local originating usage information. Qwest does not  
21 provide CLECs the billing records for terminating local calls completed to the CLECs'  
22 UNE-P combinations. Qwest does not have the technical capability to capture such



1 terminating local usage. When CLECs purchase unbundled local switching, Qwest  
2 does not charge those CLECs for any terminating local calls that are completed to their  
3 end user customers using the local switching element provided by Qwest. Because  
4 Qwest does not charge CLECs for these calls, CLECs do not incur any costs to  
5 terminate such calls, and, therefore, are not entitled to charge reciprocal compensation  
6 and have no need for billing records.

7 **3. Maintenance and Repair of UNE-P Combinations**

8 Qwest will maintain facilities and equipment that are owned by Qwest and used  
9 to provide UNE-P services to CLECs.<sup>21</sup> Qwest provides maintenance for UNE-P  
10 combinations provided to CLECs in the same manner as it provides maintenance to  
11 itself for providing comparable retail services.

12 **B. Performance Indicators and Performance Results for CLEC Access to UNE-**  
13 **P Combinations**

14 Qwest has implemented performance indicators for UNE-P-POTS combinations.<sup>22</sup>  
15 The performance indicators were developed under the auspices of the ROC Third Party  
16 Operational Support System ("OSS") Tests. The third party test participants decided to  
17 use a "parity" standard, comparing UNE-P performance to Qwest retail performance, for  
18 each of these UNE-P performance indicators.

19 On September 25, 2001, the Liberty Consulting Group, an independent third

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<sup>21</sup> See SGAT § 9.23.7.

<sup>22</sup> The performance indicators and their definitions (PIDs), and performance results, for UNE-P-POTS combinations are attached as exhibits to the affidavit of Michael G. Williams filed in this matter. UNE-P-POTS performance results do not include UNE-P-POTS-Star combinations at this time.

1 party retained as part of the ROC OSS Test, completed its audit of Qwest's  
2 performance indicators and performance indicator definitions ("PIDs") and issued its  
3 "Final Report on the Audit of Qwest's Performance Measures." Liberty reported that the  
4 performance indicators for UNE-P<sup>23</sup> passed the audit. Liberty concluded that "the  
5 audited performance measures accurately and reliably report actual Qwest  
6 performance."<sup>24</sup> Qwest has offered to have Liberty verify its audit by conducting data  
7 reconciliation with any CLEC that believes Qwest's performance data is inaccurate.

8 **Performance Data for UNE-P-POTS Combinations.** Qwest has successfully  
9 met the demand for UNE-P combinations in South Dakota by promptly installing and  
10 repairing UNE-P services for CLECs.

11 **Installation of UNE-P.** Qwest measures its performance for installing and  
12 maintaining UNE-P-POTs combinations for CLECs and compares that performance to  
13 its performance in installing and maintaining POTS services for its retail end users. The  
14 standard for performance for CLECs is parity with Qwest's performance for its retail end  
15 users.

16 Qwest met 100% of its UNE-P-POTS installation commitments to South Dakota  
17 CLECs from July, 2000, through August, 2001, results which surpass Qwest's

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<sup>23</sup> Liberty found that performance indicators for provisioning and maintenance of UNE-P services measured what they purported to measure. See "Final Report on the Audit of Qwest's Performance Measures," dated September 25, 2001, at pp 58-103, available at <http://www.nri.ohio-state.edu/oss/master/pid/sept/pmafinalreport.pdf>. It is also Exhibit MGW-PERF-2 to the affidavit of Michael G. Williams.

<sup>24</sup> *Id.* at 2-3.

1 performance for its retail end users during the same time period.<sup>25</sup> During this same  
2 period, the average installation interval was faster for CLECs than for Qwest retail, with  
3 the exception of a single month. During that month, a single CLEC order required three  
4 days for installation while the average number of days for Qwest retail installation was  
5 just over two days; given the CLEC sample size of a single order, this result cannot be  
6 considered dispositive.<sup>26</sup> In only one month during the entire year for which results are  
7 provided was there any delay for installation for CLECs due to facility and non-facility  
8 reasons, and the performance for CLECs was better than for Qwest retail.<sup>27</sup> Finally,  
9 installation quality of UNE-P combinations for CLECs in South Dakota was excellent –  
10 Qwest completed 100% of installations without a CLEC filing a trouble report within 30  
11 of installation during four of the past 12 months. For those few months where a CLEC  
12 did make a trouble report, Qwest met 100% of its commitments. Overall Qwest  
13 provided better quality of UNE-P installation for CLECs than for comparable Qwest retail  
14 services during 11 of the past 12 months.<sup>28</sup>

15 **Repair of UNE-P.** During the period July, 2000, through August, 2001, the  
16 overall trouble rate for CLEC UNE-P-POTS was zero, which was lower than the trouble

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<sup>25</sup> See UNE-P performance results attached to Mr. Williams' affidavit: Installation Commitments Met, OP-3. The South Dakota performance results are Exhibit MGW-PERF-3.

<sup>26</sup> *Id.*; Installation Interval, OP-4.

<sup>27</sup> *Id.*; Delayed Days for Non-Facility Reasons, OP-6A; and Delayed Days for Facility Reasons, OP-6B.

<sup>28</sup> *Id.*; New Service Installation Quality, OP-5.

1 rate for comparable retail services, with the exception of a single month.<sup>29</sup> When  
2 troubles occur, Qwest resolves them efficiently. In each case where trouble was  
3 reported on UNE-P-POTS combinations in South Dakota during the past year, Qwest  
4 cleared the trouble more quickly for CLECs than for comparable services for Qwest  
5 retail.<sup>30</sup>

6 In sum, performance results show that Qwest has successfully and promptly  
7 installed and repaired these UNE-P services for CLECs. Given the overwhelmingly  
8 positive performance results for UNE-P service in South Dakota, the Commission  
9 should find that Qwest satisfies this aspect of checklist item 2.

10 **IV. RESOLUTION OF ISSUES IN MULTISTATE AND OTHER STATE**  
11 **WORKSHOPS**

12 A collaborative 271 workshop was conducted for this checklist item as part of  
13 multistate 271 proceedings, and it included participation by CLECs, by other interested  
14 parties, by the commission staffs from the states of Idaho, Iowa, Montana, New Mexico,  
15 North Dakota, Wyoming, and Utah. Interested parties made written and oral comments  
16 concerning Qwest's compliance with the Act's and the FCC's requirements for UNE-P  
17 combinations, and seeking changes to numerous SGAT provisions. Qwest collaborated  
18 with and made concessions to CLECs on many issues and made numerous SGAT  
19 changes.

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<sup>29</sup> *Id.*; Trouble Rate, MR-8.

<sup>30</sup> *Id.*; Out-of-Service Cleared Within 24 Hours, MR-3; All Troubles Cleared Within 48 Hours, MR-4; Mean Time to Restore, MR-6; Repair Repeat Rate, MR-7; and Repair Appointments Met, MR-9.

1           At the close of the multistate workshops on UNE-P combinations, no issues  
2 remained unresolved. The facilitator who oversaw the multi-state workshops issued a  
3 report in which he recommended no SGAT amendments relating to UNE-P and he  
4 confirmed that all UNE-P issues had been satisfactorily resolved during the workshops  
5 subject to satisfactory performance as verified by the ROC process.<sup>31</sup>

6           Qwest, CLECs, commission staffs, and other parties also participated in 271  
7 collaborative workshops concerning UNE-P combinations in Washington, Oregon,  
8 Colorado, and Arizona, as well as in a hearing in Nebraska. Qwest received many  
9 requests from CLECs for changes to SGAT language concerning UNE-P combinations  
10 during the course of most of those proceedings. Qwest collaborated with and made  
11 concessions to CLECs resulting in changed SGAT language.

12           Thus far, all state commissions that have considered Qwest's compliance with  
13 Checklist Item 2 as it relates to UNE-P combinations have found that Qwest satisfies  
14 the requirements subject to satisfactory performance in the ROC OSS test.

15           Finally, all SGAT changes agreed to in other states for UNE-P Combinations  
16 have been included in the South Dakota SGAT filed on the same date as this affidavit  
17 was filed.

## 18   **V.   CONCLUSION**

19           For the foregoing reasons, Qwest has satisfied the requirements of Section  
20 271(c)(2)(B)(ii) for the Act regarding unbundled network elements-platform. The South

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<sup>31</sup> See Facilitator's Multi-State Report on Unbundled Network Elements, at 6 (Multi-State Workshop, Aug. 20, 2001).

- 1 Dakota Public Utilities Commission should conclude that Qwest has satisfied this
- 2 checklist item.

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BEFORE THE  
SOUTH DAKOTA  
PUBLIC UTILITIES COMMISSION

IN THE MATTER OF THE INVESTIGATION ) DOCKET TC 01-  
INTO QWEST CORPORATION'S )  
COMPLIANCE WITH SECTION 271 (C) OF THE )  
TELECOMMUNICATIONS ACT OF 1996 )

QWEST CORPORATION'S

EXHIBITS to the AFFIDAVIT

OF

LORI A. SIMPSON

CHECKLIST ITEM 2 – UNBUNDLED NETWORK ELEMENTS – PLATFORM

OCTOBER 24, 2001

### **QUALIFICATIONS OF LORI A. SIMPSON**

I have been employed by Qwest Corporation, formerly Northwestern Bell Telephone Company and U S WEST Communications, for 28 years. During that time I have worked in the network organization, the carrier organization, Operator and Information Services, the large and small business retail organizations, as well as the residence retail organization. Prior to my work on the 271 team, I most recently held positions related to the Company's legal and regulatory compliance.

I have a Bachelor of Arts degree from the University of Minnesota in Minneapolis, Minnesota, and a Juris Doctor degree from William Mitchell Law School in St. Paul, Minnesota.

I base this affidavit on professional experience, personal knowledge, and information available to me in the normal course of my duties, including records regularly kept in the course of business by Qwest. As part of Qwest's work to ensure its compliance with Section 271, I have participated extensively for more than one year in all of the collaborative state workshops addressing this checklist item in Arizona, Colorado, Oregon, Washington, and the seven-state joint Section 271 workshops involving Idaho, Iowa, Utah, Montana, North Dakota, Wyoming, and New Mexico. Each of these five workshop processes were collaborative, conducted on an open basis with full, active, and equal participation by competitors and state commission staffs. I also participated in the Section 271 proceedings in Nebraska.



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DESCRIPTION

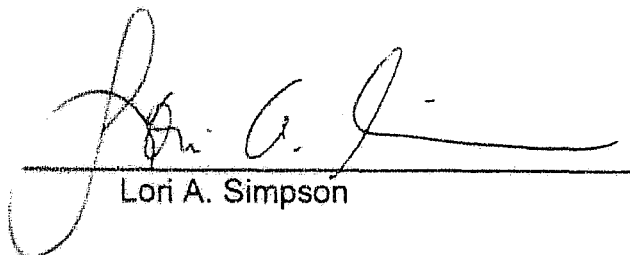
Witness Qualifications

EXHIBIT

LAS-UNE-P-1

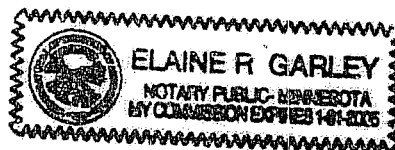
I declare under penalty of perjury under the laws of the United States of America that the foregoing is true and correct to the best of my knowledge, information, and belief.

Executed on this 28<sup>th</sup> day of September, 2001.

  
Lori A. Simpson

STATE OF MINNESOTA

COUNTY OF HENNEPIN



Subscribed and sworn to before me this 28<sup>th</sup> day of September, 2001.

  
Notary Public