

Exhibit

30 - 41

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  
AFFIDAVIT  
OF  
MARGARET S. BUMGARNER  
CHECKLIST ITEM 1 - COLLOCATION

October 24, 2001



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AFFIDAVIT

OF

MARGARET S. BUMGARNER

Checklist Item 1 – Collocation

11 Margaret S. Bumgarner states as follows:

12 My name is Margaret S. Bumgarner. My business address is 1600 Seventh  
13 Avenue, Seattle, Washington, 98191. I am a Director in the Policy and Law  
14 organization at Qwest Corporation ("Qwest"). I submit this affidavit in support of  
15 Qwest's application for authority to provide interLATA services originating in South  
16 Dakota. In this affidavit, I show that Qwest complies with Checklist Item 1 of Section  
17 271 of the Telecommunications Act of 1996 ("1996 Act" or "Act") as it relates to  
18 collocation.<sup>1</sup>

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

22 I. EXECUTIVE SUMMARY

23 Qwest satisfies the requirements of Section 271(c)(2)(B)(i) of the  
24 Telecommunications Act of 1996 ("1996 Act"),<sup>3</sup> and the Federal Communications

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

<sup>2</sup> Professional experience, education and other biographical information is set forth in Exhibit MSB-COLLO-1.

1 Commission ("FCC") with respect to collocation. Qwest provides collocation on rates,  
2 terms and conditions that are just, reasonable and non-discriminatory. Qwest has a  
3 concrete and specific legal obligation to provide collocation pursuant to its Statement of  
4 Generally Available Terms and Conditions ("SGAT") and in the various Commission-  
5 approved interconnection agreements with CLECs in South Dakota.

6 As of August 31, 2001, Qwest had collocation arrangements with seven CLECs  
7 in South Dakota. Qwest was providing fourteen units of physical collocation and one  
8 unit of virtual collocation in five central office buildings. These central offices represent  
9 50.8 percent of Qwest's retail access lines within South Dakota. Additionally, two of  
10 these central office buildings (38.6% of the access lines) currently house three or more  
11 collocators' equipment. Qwest stands ready to provide additional collocation to CLECs  
12 in South Dakota in accordance with the terms of Qwest's SGAT or under negotiated  
13 interconnection agreements.

14 Qwest has implemented specific procedures to coordinate and fulfill the demand  
15 for CLEC collocation in an efficient and timely manner. Qwest's collocation processes,  
16 procedures, capabilities, and performance ensure that an efficient competitor is afforded  
17 a meaningful opportunity to compete.

18 All forms of collocation are available to CLECs throughout South Dakota.  
19 Physical collocation is available, where space permits, at all Qwest premises that house  
20 network facilities. Qwest makes available caged, shared cage, cageless,  
21 InterConnection Distribution Frame ("ICDF"), remote and common-area-splitter

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

1 collocation, all at the CLEC's option. Consistent with 47 C.F.R. § 51.323(c), Qwest  
2 allows CLECs to collocate any equipment that is necessary for interconnection or  
3 access to unbundled network elements ("UNEs"), regardless of whether the equipment  
4 also performs a switching function, provides enhanced services capabilities, or offers  
5 other functions.

6 Qwest offers collocation on a first-come, first-served basis. If space exhaustion  
7 prohibits physical collocation, Qwest will make available adjacent structure collocation.  
8 Qwest makes space available in existing adjacent structures to the extent technically  
9 feasible. If no existing adjacent structure space is available, Qwest permits CLECs to  
10 construct or otherwise procure such an adjacent structure, on property owned or  
11 controlled by Qwest, subject only to reasonable design, safety, and maintenance  
12 requirements. If space later becomes available in the Qwest premises, a CLEC may, at  
13 its option, relocate its equipment to that interior space.

14 Qwest also provides for virtual collocation, in which Qwest installs and maintains  
15 equipment on behalf of a CLEC. Qwest provides virtual collocation within the same  
16 intervals as physical collocation, and installs and maintains the equipment and services  
17 at the same level of quality, as it applies to the performance of similar functions for  
18 comparable Qwest equipment.

19 Qwest allows CLEC personnel access to collocated equipment and to common  
20 areas (e.g., bathrooms, drinking fountains) twenty-four hours a day, seven days a week.  
21 Qwest takes reasonable measures to ensure that CLEC equipment is afforded physical  
22 security equal to the security provided for Qwest's own equipment. Qwest imposes

1 monthly security charges on a per CLEC employee basis for the keys, or the card and  
2 card-readers, needed to ensure security of access to the premises.

3 Qwest completes CLEC collocation orders within the installation intervals  
4 permitted by the FCC. Collocation orders commence with a CLEC submitting a  
5 Collocation Application Form, upon receipt of which Qwest provides the CLEC with a  
6 feasibility study within ten calendar days for both physical and virtual collocation. If the  
7 CLEC's first choice for collocation is not available, the study will determine the feasibility  
8 of the CLEC's next preferred choice. Once the CLEC's collocation request is found to  
9 be feasible, Qwest provides a quotation of the charges associated with the request  
10 within twenty-five calendar days of the completion of the feasibility study. Assuming the  
11 CLEC formally accepts the quote, Qwest then commences installation of the collocation  
12 arrangement. The time of completion varies depending upon the type of collocation  
13 requested, whether the CLEC provides a forecast, whether the CLEC timely accepts the  
14 collocation quote, whether (for virtual collocation) the CLEC delivers its equipment in a  
15 timely manner, and whether major infrastructure additions or modifications are required.  
16 Qwest allows CLECs (provided certain conditions are met) to begin installation of their  
17 equipment while collocation space is being prepared, even though the FCC requires  
18 only that CLECs have reasonable access for job review during the preparation period.

19 In addition, Qwest provides other types of collocation and services to satisfy  
20 CLEC needs. For example, Qwest offers ICDF collocation, which allows CLECs not  
21 requiring active equipment to be placed in the Qwest central office to use the ICDF to  
22 access Qwest UNEs for the purpose of combining them. Qwest also provides common

1 area splitter collocation, which allows CLECs to place digital subscriber line ("DSL")  
2 splitters on common floor space at Qwest premises, so the CLECs can provide  
3 advanced data services within the spectrum of an end-user's analog voice-grade  
4 telephone service. Finally, Qwest provides for CLEC-to-CLEC connections, either  
5 directly between CLECs' collocation spaces, or through cross-connects at an ICDF.

6 Qwest has participated in workshops addressing Checklist Item 1 in Arizona,  
7 Colorado, Oregon, Washington and in the Multi-State proceeding involving state  
8 commissions from Idaho, Iowa, Montana, New Mexico, North Dakota, Utah, and  
9 Wyoming. During these Qwest agreed to several modifications to its SGAT to  
10 accommodate CLECs' competitive concerns. All of the modifications made by  
11 consensus in the workshops have been included in the South Dakota SGAT.

12 Qwest has implemented performance measures for collocation. Qwest's  
13 performance measures, the Performance Indicator Definitions ("PIDs"), were developed  
14 in the Regional Oversight Committee ("ROC") collaborative Section 271 performance  
15 measures workshops. Those workshops, involving both Qwest and CLECs, were  
16 conducted under the auspices of the ROC that is composed of 13 state commissions in  
17 the Qwest region. For collocation in South Dakota, there has been little collocation data  
18 to report; however, the performance data that is available show that Qwest has met or  
19 exceeded the benchmark objectives in South Dakota. Qwest has provisioned a  
20 significant number of collocations regionally and Qwest's regional performance for  
21 collocation has been outstanding. Liberty Consulting Group has also recently released

1 its audit of Qwest's performance results and confirmed that Qwest is accurately  
2 measuring its performance for collocation.

3 In the Multi-State Final Report for Workshop One regarding Collocation, the  
4 Facilitator recognized that the workshops had raised and resolved 54 collocation issues.  
5 There were 15 issues that remained in dispute for which the Facilitator made  
6 recommendations to the state commissions. Qwest agreed to accept the  
7 recommendations of the Facilitator for 14 of the 15 issues. Qwest's acceptance of the  
8 Facilitator's recommendations have been documented in Qwest's methods and  
9 procedures and revisions to the SGAT language have been made and included in the  
10 South Dakota SGAT. However, Qwest disagreed with the proposal by the Facilitator to  
11 not extend collocation intervals when the CLEC fails to submit a forecast. Qwest's  
12 SGAT language and proposals for collocation intervals are based on the FCC's  
13 Amended Order which clarified its earlier decision, that extended the 90-day default  
14 interval when the CLEC failed to provide a forecast. The FCC recognized the  
15 importance of forecasts and specifically tied the collocation interval to the existence of a  
16 forecast. Accordingly, Qwest has not incorporated this recommendation in its SGAT.

17 Qwest has a concrete and specific legal obligation to provide collocation under  
18 terms and conditions that are just, reasonable and nondiscriminatory to CLECs in South  
19 Dakota. Qwest has developed procedures and processes to provision collocation in  
20 accordance with the FCC's rules and policies and the performance data show that  
21 Qwest has met or exceeded the benchmark on all collocation performance measures in

1 South Dakota. For these reasons, the South Dakota Commission should find that  
2 Qwest satisfies the requirements of Checklist Item 1 for collocation.

3 **II. QWEST COMPLIES WITH THE FCC'S COLLOCATION REQUIREMENTS IN**  
4 **SOUTH DAKOTA.**

5 **A. Collocation - General**

6 Qwest satisfies the criterion in Section 271(c)(2)(B)(i) of the 1996 Act, which  
7 requires Bell Operating Companies ("BOCs") wishing to offer in-region interLATA  
8 service, such as Qwest, to provide interconnection in accordance with the requirements  
9 of Sections 251(c)(2) and 252(d)(1).<sup>4</sup> Specifically, consistent with Section 251(c)(2),  
10 Qwest provides interconnection that is at least equal in quality to that it provides for  
11 itself, at rates that are consistent with the pricing standards in Section 252(d)(1). As  
12 part of its commitment to interconnecting, Qwest provides collocation as one of the  
13 means of obtaining interconnection and access to network elements. Qwest provides  
14 such collocation on an unbundled basis, under rates, terms and conditions that are just,  
15 reasonable, and nondiscriminatory, for equipment necessary for interconnection or  
16 access to UNEs at the Qwest premises, as required by 47 U.S.C. § 251(c)(6), as well as  
17 by the rules the FCC adopted in its first report and order on local competition, and in  
18 subsequent advanced services orders, to implement Section 251(c)'s collocation

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<sup>4</sup> 47 U.S.C. § 251(c)(2) requires incumbent local exchange carriers ("ILECs"), including BOCs, to provide, on rates, terms and conditions that are just, reasonable and nondiscriminatory, interconnection at any technically feasible point within the ILEC's network for the transmission and routing of telephone exchange service and exchange access.

1 requirements.<sup>5</sup> These rules govern the provision of space by ILECs for collocation, and  
2 the technical, timing, safety, security, and other requirements attendant thereto.<sup>6</sup>

3 Qwest has obligated itself to provide collocation on rates, terms and conditions  
4 that are just, reasonable and nondiscriminatory.<sup>7</sup> CLECs can obtain collocation from  
5 Qwest pursuant to Qwest's SGAT, or by negotiating terms and conditions of collocation  
6 in an interconnection agreement with Qwest. Moreover, CLECs seeking collocation  
7 from Qwest as part of a negotiated interconnection agreement can integrate the  
8 provisions of the SGAT into their interconnection agreements, and any CLEC that  
9 already has an interconnection agreement with Qwest may replace collocation

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10 implementation of the Local Competition Provisions in the Telecommunications Act of 1996, CC Docket No. 96-98, CC Docket Nos. 96-98 and 95-185, First Report and Order, FCC 96-325 11 FCC Rcd 15499, ¶¶ 555-617 (rel. Aug. 8, 1996) (adopting 47 C.F.R. §§ 51.321, 51.323); Deployment of Wireline Services Offering Advanced Telecommunications Capability, Memorandum Opinion and Order and Notice of Proposed Rulemaking, CC Docket Nos. 98-147, 98-11, 98-26, 98-32, 98-78 and 98-91, FCC 98-188, 13 FCC Rcd 24011 (rel. Aug. 7, 1998) ("Advanced Services Order"); *aff'd in part, rev'd in part sub nom.*, GTE Service Corp. v. FCC, 205 F.3d 416 (D.C. Cir. 2000); *on remand*, Deployment of Wireline Services Offering Advanced Telecommunications Capability, Order on Reconsideration and Second Further Notice of Proposed Rulemaking, CC Docket No. 98-147 and 96-98, FCC 00-297, 15 FCC Rcd 17806 (rel. Aug. 10, 2000) ("Advanced Services Reconsideration Order"); see also Deployment of Wireline Services Offering Advanced Telecommunications Capability, Memorandum Opinion and Order, CC Docket No. 98-147, DA 00-2528, 16 FCC Rcd. 3748 (rel. Nov. 7, 2000) ("Collocation Waiver Order"); and Deployment of Wireline Services Offering Advanced Telecommunications Capability, Fourth Report and Order, CC Docket No. 98-147 FCC 01-204, 2001 FCC LEXIS 4303 (rel. Aug. 8, 2001) ("Advanced Services Fourth Order").

11 See 47 C.F.R. §§ 51.321, 51.323.

12 See SGAT § 8.2.1.1.

1 provisions in its agreement with more favorable collocation provisions from the SGAT, if  
2 the CLEC so desires.<sup>8</sup>

3 Qwest's SGAT and its Section 271 compliance have evolved on not only a state-  
4 by-state basis, but holistically across its 14-state region as well, through Section 271  
5 workshops and proceedings that were part of a collaborative process, conducted on an  
6 open basis with the full, active, and equal participation by competitive local exchange  
7 carriers ("CLECs") and state commission staffs. A significant part of this process has  
8 involved responding to collocation concerns raised by CLECs and revising the SGAT  
9 when possible to address their needs. The resolution of issues raised by CLECs and  
10 addressed through either consensus, concession, or state-commission decision have  
11 been integrated into the SGATs of the respective states as well as in other  
12 documentation provided to CLECs. The documentation provided to CLECs regarding  
13 collocation processes is available in the CLEC Product Catalog ("PCAT") on Qwest's  
14 web site.<sup>9</sup>

15 Qwest's SGAT contains provisions for nondiscriminatory allocation of space for  
16 the collocation of equipment, such that space is available on a first-come, first-served  
17 basis, and Qwest takes collocation demand into account when forecasting and planning  
18 for growth of facilities.<sup>10</sup> Moreover, in compliance with 47 C.F.R. § 51.321(c), to the

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<sup>8</sup> See 47 U.S.C. § 252(i); see also SGAT § 1.8 et seq.

<sup>9</sup> See Qwest's CLEC Product Catalog ("PCAT") available at Qwest's website at:  
<http://www.qwest.com/wholesale/pcat/collocation.html>.

<sup>10</sup> See SGAT § 8.2.1.10.

1 extent that a CLEC requests a collocation method that is used by an ILEC other than  
2 Qwest, and the collocation method is not currently provided for in the SGAT or a Qwest  
3 interconnection agreement, Qwest treats the method as presumptively technically  
4 feasible and provisions it under the Bona Fide Request ("BFR") process.<sup>11</sup>

5 **1. Collocation Substance**

6 Qwest has implemented collocation policies and procedures to enable  
7 competitive entrants to place their equipment at Qwest premises. Qwest has taken  
8 pains to ensure that these policies and procedures not only comply with all of the FCC's  
9 currently effective rules, including the intervals set forth in 47 C.F.R. § 51.323(l) (as  
10 temporarily modified for Qwest as per FCC order)<sup>12</sup>, but that they truly afford new  
11 entrants an opportunity to compete on equal footing with Qwest. In addition, because  
12 Qwest's terms and conditions for collocation are provided via the SGAT or through  
13 Commission-approved interconnection agreements, they are legally binding and cannot  
14 be changed without review by the state commission.

15 Section 8 of the SGAT sets forth Qwest's terms and conditions, rate elements,  
16 descriptions and arrangements for ordering collocation. Specifically, Section 8 of the  
17 SGAT provides for physical collocation (caged, shared caged, cageless, ICDF,

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<sup>11</sup> See SGAT § 8.1.1. Where a state commission orders a form of collocation that is not currently provided for in the SGAT, Qwest adds it to the SGAT without requiring CLECs to use the BFR process.

<sup>12</sup> See Collocation Waiver Order, *supra* note 5 (granting Qwest and certain other BOCs conditional waivers of the FCC's imposition of a 90-day collocation provisioning interval, pending resolution of their petitions for reconsideration of same).

1 common-area-splitter, and adjacent) and virtual collocation.<sup>13</sup> In addition, Qwest  
2 provides for physical and virtual collocation in remote premises (i.e., non-Central Office  
3 premises).

4 Qwest does not limit the ability of CLECs to obtain more than one form of  
5 collocation in a Qwest premises.<sup>14</sup> Consistent with 47 C.F.R. § 51.323(c), Qwest allows  
6 CLECs to collocate equipment that is necessary for interconnection or access to UNEs,  
7 regardless of whether the equipment also performs a switching function, provides  
8 enhanced services capabilities, or offers other functions.<sup>15</sup> The only limitation in Section  
9 8.2.1.2 of the SGAT regarding the type of collocated equipment is that CLECs may not  
10 collocate equipment that is not necessary for either access to UNEs or for  
11 interconnection, such as equipment used exclusively for enhanced services.<sup>16</sup>  
12 Nonetheless, the SGAT makes plain that Qwest will permit collocation of any CLEC  
13 equipment, unless Qwest first proves to the South Dakota Commission that a CLEC will  
14 not actually use the equipment for purposes of obtaining interconnection or access to  
15 unbundled network elements.<sup>17</sup> Moreover, Qwest never requires CLECs to disengage  
16 the switching or enhanced services functionality of collocated equipment that is used to  
17 access UNEs or for interconnection.

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<sup>13</sup> See generally SGAT §§ 8.1.1.1-8.1.1.8.

<sup>14</sup> See SGAT § 8.2.1.21.

<sup>15</sup> See Advanced Services Order, Advanced Services Reconsideration Order, and  
Advanced Services Fourth Order, *supra* note 5.

<sup>16</sup> See SGAT § 8.2.1.2.4.

<sup>17</sup> See 47 C.F.R. §§ 51.323(b), 51.321(e).

1 All forms of collocation are available to CLECs throughout South Dakota.  
2 Sections 8.1.1.1-8.1.1.8 of the SGAT describe the standard collocation arrangements  
3 Qwest offers. In addition, CLECs can obtain other non-standard collocation  
4 arrangements through the BFR process.<sup>18</sup> Through this process, CLECs may obtain  
5 collocation through any method another ILEC uses.<sup>19</sup> In addition, any collocation  
6 arrangement that Qwest does not already offer but that the South Dakota Commission  
7 subsequently mandates would be made a standard offering available to all CLECs.  
8 Collocation arrangements are available at all Qwest premises owned, leased, or  
9 otherwise controlled by Qwest that house its network facilities, including central office  
10 buildings, controlled environmental vaults or huts, remote terminals, and any other  
11 similar structures.<sup>20</sup> Collocation arrangements are also available adjacent to these  
12 premises, if physical space for collocation in the premises is exhausted and it is  
13 technically feasible to do so.<sup>21</sup>

14 Qwest allows conversions of collocation arrangements (e.g., from virtual to  
15 physical) at intervals determined on an individual case basis ("ICB"). Where such  
16 conversion involves only administrative and billing changes, such as conversion from

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<sup>18</sup> See SGAT § 8.1.1.

<sup>19</sup> See 47 C.F.R. § 51.321(c).

<sup>20</sup> See SGAT § 4.46(a) for the definition of "premises."

<sup>21</sup> See SGAT § 8.1.1.6.

1 virtual collocation to cageless physical collocation, Qwest will complete the conversion  
2 within 30 calendar days.<sup>22</sup>

3 Qwest provides CLECs with the same network connections as Qwest uses to  
4 provision services to its own retail customers.<sup>23</sup> CLEC terminations share frame space  
5 with Qwest terminations without a requirement to also traverse an intermediate device,  
6 such as an Interconnection Distribution Frame ("ICDF") or Single Point of Termination  
7 ("SPOT") frame. A direct connection between the collocation space and the same  
8 cross-connect frame terminating similar retail services can be provisioned. Direct  
9 connection is described in the Qwest PCAT,<sup>24</sup> Technical Publication 77386, and in  
10 SGAT §§ 8.2.1.24-8.2.1.25. If desired, a CLEC may request terminations on  
11 alternative frames where space permits.<sup>25</sup>

12 Consistent with 47 C.F.R. § 51.323(d)(2), Qwest provides at least two  
13 interconnection points at each premises where there are at least two entry points for its  
14 own cable facilities and space is available for new facilities in a least two of those entry  
15 points. Although Qwest does not have the obligation to construct new dual entrances  
16 for CLECs, upon request, Qwest provides CLECs with access to available entrance  
17 facilities, and considers CLEC needs when new entrance facilities are constructed.<sup>26</sup>

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<sup>22</sup> See SGAT § 8.2.1.27.

<sup>23</sup> See SGAT §§ 8.2.1.24 – 8.2.1.25.

<sup>24</sup> Like the PCAT, Qwest Technical Publications are available for review at Qwest's website at: <http://www.qwest.com/wholesale/pcat/collocation.html>.

<sup>25</sup> See SGAT § 8.2.1.26.

<sup>26</sup> See SGAT § 8.2.4.6.

1                   2.     Collocation Procedure

2             Qwest's Collocation Project Management Center is a work group dedicated to  
3 providing collocation arrangements to CLECs in a timely and efficient manner. The  
4 Collocation Project Management Center manages and coordinates each collocation  
5 order as it proceeds through each of the work groups, from initial inquiry to completion.  
6 The various network work groups perform the space feasibility studies, design  
7 engineering and quotes, procurement, vendor installation coordination, job scheduling,  
8 billing and administrative system updates, and inspection tours. Also, a State  
9 Interconnection Manager group supports the Qwest wholesale marketing account teams  
10 with CLEC training, escalation and resolution of problems, and provide the inspection  
11 tours of collocation arrangements. Once a week the status of each collocation job due  
12 in the next 30/60/90 days are reviewed in a multi-department meeting that includes  
13 front-line and senior managers from several Qwest departments. Collocation projects  
14 that are in jeopardy, late, or on-hold are discussed to develop action plans. Qwest  
15 dedicates nearly 100 network employees to satisfy collocation requests region-wide,  
16 and at least as many employees from other departments spend some portion of their  
17 time on collocation provisioning. Qwest will add additional resources, as required, to  
18 accommodate CLEC collocation needs.

19             Section 8.4 of the SGAT includes the specifics of the collocation ordering  
20 process and intervals. The process has several steps – forecast, application, feasibility

study, design and quote preparation, acceptance, and installation, and where the CLEC  
wishes, reservation.<sup>27</sup>

An important first step in the collocation process is the quarterly forecast. This  
forecast, provided by the CLEC, allows Qwest to plan for the necessary resources to  
meet the needs of all CLECs.<sup>28</sup> The forecast will, for example, allow Qwest to ensure  
that certain long lead-time infrastructures – such as power rectifiers, batteries,  
generators, fuse boards, and air conditioning – are available in a timely manner to allow  
Qwest to complete CLEC orders. Forecasts also allow Qwest to plan for the necessary  
personnel for collocation order processing, design, engineering, and installation, both  
for Qwest internal resources and for its vendors' resources. The forecasting  
requirements are contained in Section 8.4.1.4 of the SGAT, which reflects the  
agreements reached between Qwest and the CLECs participating in the various state  
workshops. CLEC forecasts are treated as confidential information.<sup>29</sup>

To initiate a collocation order, a CLEC must submit a complete Collocation  
Application Form described in Sections 8.4.1.5 of the SGAT. Upon receipt of a  
collocation request, Qwest performs the following three steps in the provisioning  
process:

<sup>27</sup> See SGAT § 8.4.1.

<sup>28</sup> See SGAT §§ 8.4.1.4 et seq.

<sup>29</sup> See also SGAT §§ 8.4.2.4 et seq., 8.4.3.4 et seq., 8.4.4.4 et seq. (establishing  
collocation provisioning intervals based on forecasting); Collocation Waiver  
Order, ¶ 10 (allowing Qwest to base collocation provisioning intervals on CLEC  
forecasts).

1           **Feasibility Study – First.** Qwest provides the CLEC with a study of the  
2           **feasibility of providing collocation** at a particular premises pursuant to the  
3           **CLEC's request.** In accord with the terms of the SGAT, Qwest provides  
4           **the feasibility study within ten calendar days** of the CLEC's initial request  
5           **for collocation.<sup>30</sup>** If the CLEC's first choice for collocation is not available  
6           **(e.g., caged physical), the study will determine the feasibility of the**  
7           **CLEC's next preferred choices (e.g., cageless physical), as designated by**  
8           **the CLEC in its initial application.** If at the time the Application is made a  
9           **proposed type of collocation is not available, a CLEC may specify a**  
10           **different type of collocation without affecting the intervals in which Qwest**  
11           **will complete installation.<sup>31</sup>**

12           **Quote Preparation – Second,** if the CLEC's collocation request is found  
13           **to be feasible, Qwest provides the CLEC with a quotation of the charges**  
14           **associated with the specific request within twenty-five calendar days of the**  
15           **completion of the feasibility study.<sup>32</sup>** A CLEC has seven calendar days to  
16           **accept the quote and tender a payment.** The price quote will be honored  
17           **for 30 calendar days from the date the quote is provided.**

30 See SGAT § 8.4.3.1.

31 See SGAT § 8.4.1.4.

32 See SGAT §§ 8.4.2.2, 8.4.3.2, 8.4.4.2.

1 Qwest also allows a CLEC to reserve space in a Qwest premises for up to one  
2 year for transmission equipment, three years for circuit switching equipment, and five  
3 years for power equipment under a reservation process that requires a CLEC to submit  
4 a Collocation Space Reservation Application Form.<sup>37</sup> Within ten calendar days of the  
5 application, Qwest will provide a space feasibility study to the CLEC.<sup>38</sup> Qwest then  
6 provides a quotation for the reserved collocation space.<sup>39</sup> Upon payment of 25% of the  
7 non-recurring charges for the space reserved, the reservation will go into effect.<sup>40</sup> In  
8 implementing space reservations, Qwest honors requests for contiguous space if  
9 possible.<sup>41</sup>

10 Qwest also allows CLECs to option collocation space for caged, cageless and  
11 virtual collocation at Qwest wire center premises, under terms similar to those  
12 applicable to space reservations.<sup>42</sup> Such options give CLECs a right of first refusal  
13 against subsequent collocation requests that require use of the optioned space.<sup>43</sup>

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<sup>37</sup> See SGAT §§ 8.4.1.7 *et seq.*

<sup>38</sup> See SGAT § 8.4.1.7.1.

<sup>39</sup> See SGAT § 8.4.1.7.2

<sup>40</sup> See SGAT § 8.4.1.7.3. CLECs may cancel a space reservation at any time during the applicable reservation period, and Qwest will, upon notification of the cancellation, refund a portion of the payment, prorated to reflect how long the reservation was actually held. SGAT § 8.4.1.7.4.

<sup>41</sup> See SGAT § 8.4.1.7.

<sup>42</sup> See SGAT §§ 8.4.1.8 *et seq.* When a CLEC that has optioned collocation space proceeds with a collocation application, all such payments are applied to the application. SGAT § 8.4.1.8.8.

<sup>43</sup> See SGAT § 8.4.1.8.7.

1 These options are renewable.<sup>44</sup> However, to promote fairness and prevent  
2 warehousing, CLECs may option only one collocation space per wire center which is  
3 limited to certain specified maximum option space in a single wire center, and CLECs  
4 may specify only the amount of space, not a specific location, within the wire center  
5 (though a CLEC may request that the space be contiguous to its existing collocation  
6 space).<sup>45</sup>

7 The 90-day interval for physical collocation the FCC established begins with  
8 Qwest's receipt of a complete application, and ends with Qwest's completion of  
9 installation.<sup>46</sup> However, there are two conditions to receiving this 90-day interval. First,  
10 as the FCC established, the CLEC must respond to Qwest's price quotation within  
11 seven calendar days with a complete acceptance of the quotation; if the CLEC delays  
12 acceptance, then the 90-day interval begins when Qwest receives the completed  
13 acceptance from the CLEC.<sup>47</sup> Second, as the FCC permitted, a CLEC's order must be  
14 in accordance with its collocation forecast.<sup>48</sup>

15 Although the foregoing rules apply as a general matter, Qwest is committed to  
16 provisioning all collocation requests in the shortest amount of time possible, and to

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<sup>44</sup> See SGAT § 8.4.1.8.6.

<sup>45</sup> See SGAT § 8.4.1.8.2.

<sup>46</sup> 47 C.F.R. § 51.321(I)(2).

<sup>47</sup> 47 C.F.R. § 51.321(I)(4).

<sup>48</sup> See Advanced Services Reconsideration Order, ¶ 26. CLECs may submit unforecasted collocation applications, but such applications are subject to longer intervals, if infrastructure additions are required.

1 turning over the collocation to CLECs before the end of the maximum time allowed.  
2 Qwest, therefore, turns over completed collocation space as soon as the job is  
3 complete. Thus, to the extent a collocation job is "easy," it will be completed and turned  
4 over before the expiration of the 90-day interval.

### 5 3. Collocation in South Dakota

6 Taken together, the above provisions demonstrate Qwest's legal obligation to  
7 provide collocation. In addition, Qwest is actually providing collocation to CLECs in  
8 South Dakota. As of August 31, 2001, Qwest had collocation arrangements with seven  
9 CLECs in South Dakota. Qwest was providing fourteen units of physical collocation and  
10 one unit of virtual collocation in five central office buildings. These central offices  
11 represent 50.8 percent of Qwest's retail access lines within South Dakota. Additionally,  
12 two of these central office buildings (38.6 percent of the retail access lines) currently  
13 house three or more collocators' equipment.

14 Qwest has several performance measures for collocation. Qwest's performance  
15 measures, the Performance Indicator Definitions ("PID"), 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 which is composed of 13 state commissions  
19 in the Qwest region, including South Dakota. The collocation PIDs were redefined by  
20 the ROC in March 2001 to reflect two FCC's decisions regarding provisioning

1 intervals.<sup>49</sup> Qwest's began reporting performance results based on the new PIDs in  
2 April 2001.

3 Qwest has two specific performance measurements to ensure on-time provision  
4 of feasibility studies. Qwest reports CP-3, which measures the average interval to  
5 respond to collocation studies for feasibility of installation. This PID measures the  
6 interval between the collocation application date and Qwest's completion of the  
7 feasibility study to ensure that they are provided within the ten calendar days, as the  
8 FCC requires. In addition, CP-4 measures the percentage of collocation feasibility  
9 studies Qwest completes within the allotted ten calendar days. The ROC established a  
10 90 percent benchmark for the CP-4 PID. There has been only one feasibility study to  
11 report in South Dakota since the new PIDs went into effect, and Qwest exceeded the  
12 benchmark on that measurement by completing the feasibility study in seven days and  
13 100 percent commitments.<sup>50</sup>

14 Among Qwest's performance measurements for collocation, several measure its  
15 timely installation of collocations. The installation PIDs cover the entire collocation  
16 interval from receipt of the collocation application to the Ready For Service ("RFS") date  
17 (i.e., includes all three components for collocation provision: feasibility, quote, and  
18 installation). First, CP-1 measures whether collocation installations are provided within  
19 the intervals required under the FCC's rules. CP-1A measures collocation installations  
20 for which the scheduled interval from Collocation Application Date to the Ready for

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<sup>49</sup> Exhibit MSB-COLLO-2 are the ROC PIDs for collocation.

<sup>50</sup> Exhibit MSB-COLLO-3 are the collocation performance results for South Dakota

1 Service ("RFS") date is 90 calendar days or less. CP-1B measures collocation  
2 installations for which the scheduled interval from Collocation Application Date to RFS is  
3 91 to 120 days. CP-1C measures installations for which the scheduled interval is 121 to  
4 150 days. These PIDs exclude RFS dates missed due to the CLEC not being ready,  
5 and cancelled collocation applications.

6 Qwest also reports the percentage of collocation applications that are completed  
7 within the standard intervals, as described above for CP-1, under the CP-2  
8 measurements. The CP-2 PIDs measure the percentage of collocation installations for  
9 which Qwest met the scheduled interval when the Collocation Application Date to RFS  
10 date is 90 calendar days or less (CP-2A); 91-120 days (CP-2B); and 121 to 150 days  
11 (CP-2C). These performance measures exclude RFS dates missed due to the CLEC  
12 not being ready and cancelled requests, as well as RFS dates missed for reasons  
13 beyond Qwest's control. There were no performance results reported for collocation  
14 installation intervals from April through August 2001 in South Dakota.<sup>51</sup>

15 Although there is little performance data to report for collocation in South Dakota  
16 since the implementation of the redefined PIDs in April 2001, Qwest uses the same  
17 work centers, systems and processes on a region-wide basis so one can look to the  
18 regional results to demonstrate that Qwest's collocation performance meets or exceeds  
19 the benchmarks established by the ROC.<sup>52</sup> As of August 31, 2001, regionally there was  
20 a total of 99 CLECs with collocation. Qwest has provisioned 3,318 collocations in 506

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<sup>51</sup> Exhibit MSB-COLLO-3 are the collocation performance results for South Dakota.

<sup>52</sup> Exhibit MSB-COLLO-4 are the regional collocation performance results.

1 Qwest premises throughout the fourteen states. These include 3,147 physical  
2 collocations and 171 virtual collocations. In addition, Qwest has completed 2,859 jobs  
3 for augments to collocations. On a regional basis, Qwest met the 10-day benchmark for  
4 feasibility studies in two of the last four months, achieving it's best results in August with  
5 8.85 days and averaging 10.24 days for the four month period. In the performance  
6 measurement audit process, discussed below, it was found that Qwest was incorrectly  
7 counting the start of the feasibility interval. Qwest took action to put processes in place  
8 to correct the handling and reporting of the feasibility studies and the results were  
9 recalculated for each month back to April 2001. Qwest's new processes were put in  
10 place at the end of July 2001 and are reflected in the much improved results for August.  
11 On a regional basis, Qwest exceeded all of the collocation installation (commitments  
12 met) benchmarks for each category (CP-1 and CP-2) of collocation for every month  
13 April through August 2001. As described above, the installation intervals for collocation  
14 include the feasibility interval and Qwest has met all of the installation performance  
15 measures for each month since the new PIDs were implemented in April.

16 As the collocation performance results for South Dakota demonstrate, Qwest has  
17 met or exceeded the benchmark on the collocation performance measures. In South  
18 Dakota, Qwest met its commitments for providing feasibility studies under CP-4 100% of  
19 the time, and Qwest has exceeded the CP-3 benchmark for the feasibility study interval  
20 for collocation. On a regional basis, Qwest has demonstrated outstanding performance  
21 for collocation.

1           On September 25, 2001, Liberty Consulting Group, an independent third party  
2 retained as part of the ROC OSS Test, completed its audit of Qwest's performance  
3 measures (PIDs) and concluded that "the audited performance measures accurately  
4 and reliably report actual Qwest performance."<sup>53</sup> Qwest has offered to have Liberty  
5 verify its audit by conducting data reconciliation with any CLEC that believes Qwest's  
6 performance data is inaccurate. No party has questioned the authenticity or accuracy of  
7 the performance data related to Checklist Item 1 for collocation.

8           **B. Physical Collocation**

9           Qwest offers all of the forms of physical collocation, along with adjacent  
10 collocation, consistent with 47 C.F.R. § 51.323(j), and other forms of physical  
11 collocation, as described below:

12           **Caged Physical Collocation** – Caged physical collocation allows the  
13 CLEC to place its equipment on Qwest's premises surrounded by a  
14 secure cage.<sup>54</sup>

15           **Shared Caged Physical Collocation** – Under shared caged physical  
16 collocation, one CLEC obtains a caged physical collocation arrangement

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<sup>53</sup> The Liberty Consulting Group Final Report on the Audit of Qwest's Performance Measures at 2-3. The Final Audit Report can be found at: [Http://www.nrri.ohio-state.edu/oss/master/pid/sept/pmafinalreport.pdf](http://www.nrri.ohio-state.edu/oss/master/pid/sept/pmafinalreport.pdf). A copy of the Audit Report is also Exhibit MGW-PERF-2 to the Affidavit of Michael G. Williams.

<sup>54</sup> See SGAT §§ 8.1.1.2; and 8.2.3 *et seq.*

1 from Qwest. A second CLEC may share the first CLEC's space under  
2 terms and conditions agreed to between the CLECs.<sup>55</sup>

3 **Cageless Physical Collocation** – Cageless physical collocation allows  
4 the CLEC to place its equipment in the Qwest central office in small  
5 increments of floor space among Qwest's or other CLECs' equipment and  
6 not separated from other providers' equipment by a secure barrier.<sup>56</sup>

7 **ICDF Collocation** – ICDF collocation is offered to CLECs that do not  
8 require active equipment to be placed in the Qwest central office, but  
9 require physical access to UNEs for the purpose of combining them.<sup>57</sup>

10 **Common Area Splitter Collocation** – Common Area Splitter collocation  
11 allows a CLEC to place digital subscriber line ("DSL") splitters on common  
12 floor space on Qwest's premises, thus affording the CLEC a means of  
13 providing advanced data services within the spectrum of an end-user's  
14 analog voice-grade telephone service.<sup>58</sup>

15 **Remote Collocation** – Remote collocation allows a CLEC to collocate in  
16 a Qwest outside plant facility structure which is located remote from a  
17 Qwest central office building property. This includes all structures that  
18 house Qwest network facilities on public rights-of-way, and all land owned.

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<sup>55</sup> See SGAT §§ 8.1.1.4; and 8.2.3 *et seq.*

<sup>56</sup> See SGAT §§ 8.1.1.3; and 8.2.3 *et seq.*

<sup>57</sup> See SGAT §§ 8.1.1.5; and 8.2.5 *et seq.*

<sup>58</sup> See SGAT §§ 8.1.1.7; and 9.4 *et seq.*

1 leased, or otherwise controlled by Qwest, such as controlled  
2 environmental vaults, controlled environmental huts, cabinets, pedestals,  
3 and other remote terminals.<sup>59</sup>

4 **Adjacent** – Adjacent collocation allows the CLEC another option when  
5 space for physical collocation is unavailable on Qwest's premises, by  
6 making space available in a structure adjacent to a Qwest central office or  
7 remote premises, such as a controlled environmental vault or a modular  
8 building designed for primary telecommunications functions. Adjacent  
9 collocation facilities can be owned and constructed or procured by a CLEC  
10 and placed on Qwest property.<sup>60</sup>

11 Qwest allows physical collocation of telecommunications equipment a CLEC  
12 uses for the purpose of transmitting and routing telephone exchange service or  
13 exchange access service pursuant to 47 U.S.C. § 251(c)(2), or for obtaining access to  
14 Qwest's unbundled network elements pursuant to 47 U.S.C. § 251(c)(3) to provide  
15 telecommunications service. CLECs own or lease their transmission equipment located  
16 within the physically collocated space obtained from Qwest, and are responsible for the  
17 installation, maintenance and repair of same.<sup>61</sup>

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<sup>59</sup> See SGAT §§ 8.1.1.8; 8.2.7 *et seq.*; and 8.2.6 *et seq.*

<sup>60</sup> See SGAT §§ 8.1.1.6; 8.2.6 *et seq.*; and 8.4.6 *et seq.*

<sup>61</sup> See SGAT § 8.2.3.6.

1                    1.     Caged

2                    Qwest provides physical caged collocation to CLECs for access to UNEs and  
3 ancillary services and interconnection. Physical collocation is offered in wire centers on  
4 a space-available, first-come, first-served basis, consistent with 47 C.F.R.  
5 § 51.323(f)(1).<sup>62</sup> For caged physical collocation, a CLEC's leased floor space is  
6 separated from other CLECs and Qwest space through a cage enclosure.<sup>63</sup> Qwest  
7 designs the floor space within each wire center that will constitute the CLEC's leased  
8 space.<sup>64</sup> Consistent with 47 C.F.R. § 51.323(j), a CLEC may either have Qwest  
9 construct the enclosure, choose from Qwest-approved contractors, or use another  
10 vendor of the CLEC's own choosing (subject to Qwest's approval, which involves only  
11 security access arrangements).<sup>65</sup> Approval by Qwest of a CLEC's employees, vendors  
12 or subcontractors is based on the same criteria that Qwest uses for vendors or  
13 contractors for its own purposes.<sup>66</sup>

14                    The interval for provisioning caged collocation varies depending upon three  
15 factors: (1) whether the request was forecasted and/or the space was reserved, (2)  
16 whether the CLEC provides its acceptance within seven calendar days of receipt of the

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<sup>62</sup> See SGAT § 8.2.3.2.

<sup>63</sup> See SGAT § 8.2.3.12.

<sup>64</sup> See SGAT § 8.2.3.4.

<sup>65</sup> See SGAT §§ 8.2.1.28, 8.2.3.12.

<sup>66</sup> See SGAT § 8.2.3.12.

1 quotation, and (3) whether the application requires major infrastructure additions or  
2 modifications.<sup>67</sup>

3 For any premises included in a CLEC's forecast at least 60 calendar days prior to  
4 submission of an application, if the CLEC timely accepts within seven calendar days of  
5 receiving Qwest's cost quotation, Qwest completes the collocation installation within 90  
6 calendar days of receipt of the application.<sup>68</sup> If a premises is included in a forecast as  
7 indicated above, but the CLEC provides its acceptance more than seven but less than  
8 30 calendar days after receipt of the quotation, Qwest completes the installation within  
9 90 calendar days of the acceptance.<sup>69</sup>

10 For premises not included in a CLEC's forecast, Qwest completes installation  
11 within 120 calendar days of receipt of the application, provided the CLEC timely accepts  
12 the quotation (*i.e.*, within seven days of receipt of the quotation from Qwest).<sup>70</sup> For  
13 premises not included in a CLEC's forecast, where the CLEC accepts the quotation  
14 more than seven but less than 30 calendar days after receipt of the quotation, Qwest  
15 completes the installation within 120 calendar days of the acceptance.<sup>71</sup>

16 For collocations requiring major infrastructure modifications (e.g., those requiring  
17 building structural modifications, a DC power plant, a standby generator, or installation

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<sup>67</sup> See SGAT § 8.4.3.4.

<sup>68</sup> See SGAT § 8.4.3.4.1.

<sup>69</sup> See SGAT § 8.4.3.4.2. If the acceptance is outside 30 days after receipt of the quotation, the CLEC must submit a new application.

<sup>70</sup> See SGAT § 8.4.3.4.3.

<sup>71</sup> See SGAT § 8.4.3.4.4.

1 of heating, venting and air conditioning equipment) that are triggered by a CLEC  
2 forecast or reservation, Qwest takes the steps necessary to ensure that it meets the  
3 intervals set forth above.<sup>72</sup> Where the CLEC has not forecasted its collocation needs,  
4 the above-listed installation intervals may be extended. In such cases, Qwest proposes  
5 to complete installation of the collocation arrangement within no more than 150 calendar  
6 days after receipt of the collocation application. The need for, and the duration of,  
7 extended intervals is provided to the CLEC as a part of the quotation, and the CLEC  
8 may dispute the need for, and the duration of, the extended interval, in which case  
9 Qwest either attempts to complete installation within the timeframes outlined above, or it  
10 requests a waiver from the South Dakota Commission to obtain an extended interval.<sup>73</sup>  
11 However, when Qwest is permitted to complete a collocation installation in an interval  
12 that is longer than the standard intervals listed above, Qwest uses its best efforts to  
13 minimize the extension of the intervals.<sup>74</sup>

## 14                   2.     **Shared Caged**

15           Consistent with 47 C.F.R. §§ 51.323(k)(1), Qwest allows CLECs to share  
16 physical caged collocation space.<sup>75</sup> Such sharing occurs at the sole discretion of the  
17 CLEC that is the original occupant of the caged collocation space (the "original

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<sup>72</sup> See SGAT § 8.4.3.4.6. If notwithstanding these efforts, Qwest is unable to meet the interval and cannot reach agreement with CLEC for an extended interval, Qwest may seek a waiver from the South Dakota Commission to obtain an extended interval.

<sup>73</sup> See SGAT § 8.4.3.4.5.

<sup>74</sup> See SGAT § 8.4.3.4.

<sup>75</sup> See SGAT § 8.1.1.4.

1 collocater"). A CLEC seeking to share space with an original collocater (the "secondary  
2 collocater") is responsible for any nonrecurring and recurring costs associated with a  
3 shared physical caged collocation arrangement, including separate entrance facilities,  
4 power requirements, and usage and terminations provided by Qwest.

5         The decision to establish shared physical caged collocation is based on a  
6 common agreement between the two CLECs and is pursuant to the original collocater's  
7 interconnection agreement. When a CLEC requests shared physical caged collocation,  
8 an amendment to its interconnection agreement is negotiated, which then must be  
9 approved by the South Dakota Commission, as was the initial interconnection  
10 agreement. In order to minimize delays while awaiting South Dakota Commission  
11 approval, Qwest processes the shared physical caged collocation application on a  
12 parallel track with the South Dakota Commission's review. When requesting shared  
13 physical caged collocation, the secondary collocater is responsible for negotiating an  
14 agreement for space with the original collocater of record. Qwest does not accept  
15 applications requesting shared physical caged collocation unless the secondary  
16 collocater provides a letter of authorization from the original collocater.

17         Each CLEC's telecommunications equipment will have its own unique Common  
18 Language Location Identifier code for delineating the telecommunications equipment  
19 within the shared space. Requests for terminations to the appropriate end-user  
20 device or InterConnection Distribution Frame (ICDF) also are unique to each CLEC in  
21 the shared space.

1                   3.     Cageless

2                   Qwest allows physical cageless collocation through the provision of a non-caged  
3 area within the Qwest central office building in which CLECs can place and maintain  
4 their own transmission equipment for the purpose of interconnection and access to  
5 Qwest UNEs, consistent with 47 C.F.R. § 51.323(k)(2).<sup>76</sup> For cageless physical  
6 collocation, the minimum square footage is nine square feet per bay (however, if smaller  
7 bays are or become available, Qwest will reduce the minimum square footage  
8 accordingly). Requests for multiple bay space will be provided in adjacent bays where  
9 possible. When contiguous space is not available, bays may be commingled with other  
10 CLECs' equipment bays. CLECs may request a price quote for Qwest to rearrange its  
11 equipment to facilitate the CLEC having adjacent cageless space.<sup>77</sup> CLECs maintain  
12 exclusive use of their bays. These provisions are consistent with FCC rule revisions  
13 that require physical collocation arrangements for competing carriers, including shared  
14 caged, cageless, and adjacent collocation.<sup>78</sup>

15                  The CLEC is responsible for the delivery and placement of its own bays in a  
16 physical cageless collocation arrangement. CLECs with approved interconnection  
17 agreements will have access to the Qwest central office for the purpose of installing,  
18 maintaining and combining their collocated equipment with Qwest UNEs within the  
19 physical cageless space.

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<sup>76</sup> See SGAT § 8.1.1.3.

<sup>77</sup> See SGAT § 8.2.3.13.

<sup>78</sup> See Advanced Services Order, *supra* note 5.

1           The intervals for provisioning cageless physical collocation are the same as  
2 those set forth above with regard to caged physical collocation.

3                           **4.     ICDF**

4           ICDF collocation may be used by CLECs that do not have physical or virtual  
5 collocation equipment placed in a Qwest central office, but want to combine Qwest  
6 UNEs.<sup>79</sup> ICDFs are cross-connect points, shared by multiple CLECs, located within  
7 Qwest's central office buildings to allow access to UNEs. ICDF collocation is offered at  
8 a DS-3, DS-1 or DS-0 level. CLECs may have ICDF collocation on a stand-alone basis,  
9 or in combination with physical and/or virtual collocation within the same premises.  
10 There are multiple frames that could be used for ICDF collocation, including, but not  
11 limited to, (i) existing ICDFs, (ii) existing DSX panels (for DS-1 and DS-3 services), (iii)  
12 new ICDF(s), (iv) existing toll frame, (v) fiber distribution panel(s), or (vi) existing  
13 intermediate frame(s).<sup>80</sup>

14           The interval for provisioning ICDF collocation varies depending upon whether the  
15 request was forecasted and/or space was reserved, and whether the CLEC timely  
16 provides acceptance within seven calendar days of receiving the quotation from Qwest.  
17 For any premises included in a CLEC's forecast at least 60 calendar days prior to  
18 submission of an application and for which the CLEC provides timely acceptance within  
19 seven calendar days of receiving Qwest's cost quotation, Qwest completes the

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<sup>79</sup> See SGAT § 8.2.5.

<sup>80</sup> See SGAT § 8.2.5.1.

1 installation within 45 calendar days of the receipt of the application.<sup>81</sup> If a premises is  
2 included in a forecast as indicated above but the CLEC provides acceptance more than  
3 seven days but less than 30 calendar days after receipt of the quotation, Qwest  
4 completes installation within 45 calendar days of the receipt of the acceptance.<sup>82</sup>

5 For premises not included in a CLEC's forecast as indicated above, Qwest  
6 completes installation within 90 calendar days of receipt of the application, provided the  
7 CLEC timely accepts the quotation (*i.e.*, within seven days of receipt).<sup>83</sup> For premises  
8 not included in a CLEC's forecast, where the CLEC accepts the quotation more than  
9 seven but less than 30 calendar days after receipt of the quotation, Qwest completes  
10 the installation within 90 calendar days of the acceptance.<sup>84</sup> However, when Qwest is  
11 permitted to complete a collocation installation in an interval longer than the standard  
12 intervals listed above, Qwest uses its best efforts to minimize the extension of the  
13 intervals.<sup>85</sup>

#### 14 5. Common Area Splitter

15 Common Area Splitter collocation is one process by which "POTS splitter"  
16 equipment is installed in a Qwest central office. POTS splitters literally split voice and  
17 data traffic on a single loop into two distinct transmission paths, thereby allowing the

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<sup>81</sup> See SGAT § 8.4.4.4.1.

<sup>82</sup> See SGAT § 8.4.4.4.2. If the acceptance is outside 30 days after receipt of the quotation, the CLEC must submit a new application.

<sup>83</sup> See SGAT § 8.4.4.4.3.

<sup>84</sup> See SGAT § 8.4.4.4.4.

<sup>85</sup> See SGAT § 8.4.4.4.

1 voice traffic to be carried to the Qwest switch, and the data traffic to be carried to the  
2 CLEC's collocation space.<sup>86</sup>

3 When Qwest provides the retail voice side of the line (Plain Old Telephone  
4 Service or "POTS"), and a CLEC provides the data circuit (digital subscriber line or  
5 "xDSL") on the frequency range above the voice band, this is known as line sharing.<sup>87</sup>  
6 When a CLEC is using the Qwest central office switch (*i.e.*, UNE-P-POTS) to provide  
7 the retail voice service to an end user customer, and another CLEC is providing the  
8 data service, this type of "line sharing" is referred to as line splitting. A POTS splitter  
9 must be installed in the central office before any type of "line sharing" orders can be  
10 placed.

11 The CLEC has the choice of either purchasing the POTS splitter of its choosing,  
12 or having Qwest purchase the POTS splitter on the CLEC's behalf subject to full  
13 reimbursement. Qwest installs the POTS splitter in one of three locations: (i) a relay  
14 rack as close to the CLEC DS-0 termination point as possible; (ii) on an intermediate  
15 frame where such frames are used; or (iii) where no relay rack or intermediate frames  
16 are used, in the central office on main distribution frames, or in other appropriate  
17 locations, which may include existing Qwest relay racks or bays.<sup>88</sup>

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<sup>86</sup> POTS splitters can also be used to split the voice and data paths on a single unbundled loop by sending the low frequency portion (*i.e.* the voice portion) to one CLEC's collocation space, while the high frequency portion of the loop (*i.e.* the data portion) is directed to a different CLEC's collocation space.

<sup>87</sup> See generally SGAT § 9.4.1.

<sup>88</sup> See generally SGAT § 9.4.2.3.1.

1           In addition, the CLEC may, at its option, place POTS splitters in its own  
2 collocation area, and not require the use of Common Area Splitter collocation. In such  
3 cases, Qwest reclassifies TIE cables, re-stencils framing, and performs any related  
4 work required.

5           Under either option, the POTS splitter will be appropriately hard-wired or pre-  
6 wired so that Qwest is required to inventory no more than two points of termination.  
7 Additional information on POTS Splitter placement and Qwest line sharing offerings is  
8 described in the Affidavit of Karen A. Stewart on Emerging Services.

9                           **6. Remote**

10           Remote collocation allows CLECs to collocate in a Qwest premises located  
11 remotely from Qwest wire center building property, including in controlled environmental  
12 vaults ("CEVs"), controlled environmental huts, cabinets, pedestals and other remote  
13 terminals.<sup>89</sup> Qwest provides remote collocation under the terms and conditions for  
14 physical collocation or virtual collocation appropriate to, and technically feasible for, the  
15 structure in which the CLEC seeks remote collocation.<sup>90</sup> Qwest provides space for

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<sup>89</sup> See SGAT § 8.2.7.1.

<sup>90</sup> See SGAT § 8.2.1.9.2. Qwest maintains and makes available an inventory report for remote premises which provides the locations of Qwest's remote premises and the customer addresses served by them. This information is available at Qwest's website: <http://www.qwest.com/iconn>. If a CLEC is unable to obtain the remote premises information it seeks using database tools, Qwest will provide the CLEC with a report containing the information and/or a copy of Qwest's distribution area map associated with the subject remote premises(s), along with access to any relevant plats, maps, engineering records or other similar data. In addition, CLECs can request copies of Qwest distribution area maps associated with a remote premises.

1 remote collocation in increments appropriate to the remote premises structure (*i.e.*,  
2 shelf, relay rack, etc.).

3 As with physical collocation at a Qwest central office, adjacent collocation, as  
4 described in the following section, is available in the context of remote collocation when  
5 space is exhausted in an existing remote premises.<sup>91</sup>

### 6 7. Adjacent

7 Qwest complies with 47 C.F.R. § 51.323(k)(3), adopted as part of the *Advanced*  
8 *Services Order*,<sup>92</sup> by making available adjacent collocation in those instances where  
9 space is legitimately exhausted in a particular Qwest premises to accommodate any of  
10 the other forms of physical collocation. Qwest makes space available in adjacent  
11 controlled environmental vaults ("CEVs"), controlled environmental huts, or similar  
12 structures to the extent technically feasible.<sup>93</sup> In addition, Qwest permits CLECs to  
13 construct or otherwise procure an adjacent structure and own such structure, to place  
14 on property owned, leased, or otherwise controlled by Qwest contiguous to the  
15 premises, subject only to reasonable safety and maintenance requirements, and a  
16 requirement that the adjacent structure is in accordance with Qwest's design and space  
17 planning for the site.<sup>94</sup> Upon request, Qwest will evaluate all parking or other spaces  
18 outside the Qwest premises building on Qwest property that can be reasonably made

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<sup>91</sup> See SGAT § 8.2.7.2.

<sup>92</sup> See *supra*, note 5.

<sup>93</sup> See SGAT § 8.1.1.6.

<sup>94</sup> See SGAT § 8.2.6.1.1.

1 available to CLECs for adjacent collocation. Qwest will retain a reasonable amount of  
2 parking space for Qwest technicians or other vehicles, including those belonging to  
3 collocating CLECs.<sup>95</sup>

4 Qwest permits CLECs to place their own equipment in adjacent facilities  
5 provisioned by Qwest, the CLEC itself, or by a third party.<sup>96</sup> A CLEC may propose the  
6 design for the adjacent structure, including modular buildings designed for  
7 telecommunications functions, subject to Qwest's approval. Property leased by Qwest  
8 to the CLEC for adjacent collocation is based on a reasonable ground space lease.

9 In order to assist the CLEC in obtaining any building permits or other approvals  
10 necessary for constructing adjacent collocation facilities, Qwest provides written  
11 authorization for use of its property to the CLEC or the CLEC's contractor, to the extent  
12 that Qwest owns or controls such property. The CLEC is then responsible for  
13 construction of the structure or procurement of an existing structure, and is further  
14 responsible for meeting all State and municipal building and zoning requirements.<sup>97</sup>  
15 Qwest will provide power and all other physical collocation services and facilities.<sup>98</sup>

16 Consistent with 47 C.F.R. § 51.323(l)(3), if physical collocation space becomes  
17 available in a previously exhausted Qwest structure, Qwest does not require CLECs to  
18 move, or prohibit CLECs from moving collocation arrangements into the newly available

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<sup>95</sup> See SGAT § 8.2.6.4.

<sup>96</sup> See SGAT § 8.1.1.6.

<sup>97</sup> See SGAT § 8.2.6.2.

<sup>98</sup> See SGAT § 8.2.6.3.

1 space in the Qwest structure. Instead, Qwest will allow CLECs to continue to be  
2 collocated in any existing adjacent premises.<sup>99</sup>

3 Shared CLEC adjacent space collocation in CEVs owned by one CLEC, with  
4 space being leased to another CLEC within the same unit, is the choice of the CLECs  
5 involved.<sup>100</sup> CLECs are responsible for negotiating terms and conditions among  
6 themselves, and while each must order separate terminations into the Qwest premises,  
7 Qwest imposes no additional burdens on a secondary adjacent collocater beyond those  
8 to which the original adjacent collocater is bound.

### 9 C. Virtual Collocation

10 Virtual collocation allows a CLEC to deliver equipment to Qwest for Qwest to  
11 engineer, install, and maintain on behalf of the CLEC.<sup>101</sup> This type of arrangement is  
12 used, principally, when there is no space for physical collocation, consistent with 47  
13 C.F.R. § 51.321(e).

14 Qwest is responsible for installing and maintaining virtually collocated equipment  
15 for the purpose of interconnection or to access unbundled loops, ancillary and finished  
16 services.<sup>102</sup> Consistent with 47 C.F.R. § 51.323(e), when Qwest provides virtual  
17 collocation, it installs, maintains, and repairs collocated equipment within the same time  
18 periods and with failure rates that are no greater than those that apply to the

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<sup>99</sup> See SGAT § 8.2.6.5.

<sup>100</sup> See 47 C.F.R. § 51.323(g).

<sup>101</sup> See SGAT § 8.1.1.1.

<sup>102</sup> See SGAT §§ 8.2.2.1, 8.6.1.2.

1 performance of similar functions for comparable Qwest equipment.<sup>103</sup> The CLEC is  
2 responsible for the procurement of its own telecommunications equipment. The CLEC  
3 is also responsible for payment of reasonable charges incurred in the maintenance  
4 and/or repair of its virtually collocated equipment, unless the CLEC and Qwest agree  
5 otherwise.<sup>104</sup>

6 In the unlikely event of a failure of a CLEC's virtually collocated equipment,  
7 Qwest will promptly notify the CLEC of such failure and the corrective action needed.  
8 Qwest will repair such equipment within the same time periods and with failure rates  
9 that are no greater than those that apply to the performance of similar functions for  
10 comparable Qwest equipment. The CLEC is responsible for purchasing and  
11 maintaining a supply of maintenance spares and transportation and delivery of  
12 maintenance spares to the Qwest premises that houses the failed equipment.<sup>105</sup>

13 The interval for provisioning virtual collocation varies depending upon four  
14 factors: (1) whether the request was forecasted and/or the space was reserved; (2)  
15 whether the CLEC provides its acceptance within seven calendar days of receipt of the  
16 quotation; (3) whether the CLEC timely delivers its equipment to be collocated to Qwest

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<sup>103</sup> See SGAT § 8.2.2.1.

<sup>104</sup> See SGAT § 8.2.2.8. However, CLECs are not responsible for any costs or charges incurred in the maintenance and/or repair of its virtually collocated equipment where such costs or charges result from Qwest's fault or negligence.

<sup>105</sup> See SGAT § 8.6.1.3.

1 within 53 calendar days of submitting the collocation application; and (4) whether the  
2 application requires major infrastructure additions or modifications.<sup>106</sup>

3 For any premises included in a CLEC's forecast at least 60 calendar days prior to  
4 submission of an application, if the CLEC timely accepts Qwest's cost quotation within  
5 seven calendar days, and the CLEC's equipment is timely made available at the Qwest  
6 premises within 53 calendar days after submission of the application, Qwest completes  
7 installation within 90 calendar days of receipt of the collocation application. If a  
8 premises is included in a forecast but the CLEC provides acceptance more than seven  
9 but less than 30 calendar days after receipt of the quotation, and the equipment is  
10 timely provided, Qwest completes installation within 90 calendar days of the  
11 acceptance.<sup>107</sup>

12 For premises not included in a CLEC's forecast described above, Qwest  
13 completes installation within 120 calendar days of receipt of the application, provided  
14 the CLEC timely accepts the quotation (*i.e.*, within seven calendar days of receipt) and  
15 timely provides the equipment (*i.e.*, within 53 calendar days of the application). For  
16 premises not included in a CLEC's forecast, where the CLEC accepts the quotation

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<sup>106</sup> See SGAT § 8.4.2.4.

<sup>107</sup> See SGAT §§ 8.4.2.4.1 - 8.4.2.4.2. If a CLEC's equipment is not timely delivered to Qwest, Qwest completes installation within 45 calendar days after receiving all of the CLEC's equipment. Moreover, if acceptance is more than 30 days after receipt of the quotation, the CLEC must submit a new application.

1 more than seven but less than 30 calendar days after receipt of the quotation, Qwest  
2 completes installation within 120 calendar days of acceptance of the quotation.<sup>108</sup>

3 For collocations requiring major infrastructure modifications (e.g., those requiring  
4 building structural modifications, a DC power plant, a standby generators, or installation  
5 of heating, venting or air conditioning equipment) that are triggered by a CLEC forecast  
6 or reservation, Qwest takes the steps necessary to ensure that it meets the intervals set  
7 forth above. Where the CLEC has not forecasted its need, though, the above-listed  
8 installation intervals may be extended. In such cases, Qwest typically proposes to  
9 complete installation of the collocation arrangement within no more than 150 calendar  
10 days after receipt of the collocation application. The need for, and the duration of,  
11 extended intervals is provided to the CLEC as a part of the quotation, and the CLEC  
12 may dispute the need for, and the duration of, the extended interval, in which case  
13 Qwest either attempts to complete installation within the timeframes outlined above, or it  
14 requests a waiver from the South Dakota Commission to obtain an extended interval.<sup>109</sup>  
15 However, when Qwest is permitted to complete a collocation installation in an interval  
16 that is longer than the standard intervals listed above, Qwest uses its best efforts to  
17 minimize the extension of the intervals.<sup>110</sup>

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<sup>108</sup> SCAT §§ 8.4.2.4.3 - 8.4.2.4.4. As with forecasted virtual collocations, if a CLEC's equipment is not timely delivered to Qwest, Qwest's installation interval is delayed, such that Qwest completes installation within 75 calendar days of receiving all of the CLEC's equipment. Moreover, if acceptance is outside 30 days after receipt of the quotation, the CLEC must submit a new application.

<sup>109</sup> See SCAT §§ 8.4.2.4.5 - 8.4.2.4.6.

<sup>110</sup> See SCAT § 8.4.2.4.

1           **D. Other Collocation Issues**

2                   **1. Space Availability Options and Requirements**

3                           **a. General**

4           Section 8.2.1.9 of the SGAT describes the information that Qwest provides to a  
5 CLEC seeking information about space availability. Upon a request by a CLEC,  
6 consistent with 47 C.F.R. § 51.321(h), Qwest will submit within ten calendar days of the  
7 CLEC's request a report for each requested premises. Such reports include: (i)  
8 available collocation space in a particular Qwest premises; (ii) the number of  
9 collocations; (iii) any modifications in the use of the space since the last report; and (iv)  
10 measures that Qwest is taking to make additional space available. In addition to the  
11 information required by the FCC's rules, Qwest makes available information about: (i)  
12 whether sufficient power is available to meet the specific CLEC request; (ii) the number  
13 of CLECs in queue at the wire center, if any; (iii) whether the wire center is equipped  
14 with DSL capability; and (iv) the number and description of space reservations by Qwest  
15 and its affiliates, and by CLECs in the premises.<sup>111</sup>

16           If a CLEC requests a Space Availability Report for a premises other than a wire  
17 center, (i.e., for a remote premises) Qwest will assist the CLEC to identify the specific  
18 remote premises that serves the address or specific geographic area of interest to the  
19 CLEC.<sup>112</sup> Prior to undertaking a specific inventory request on behalf of the CLEC,  
20 Qwest will estimate the cost and time required for the inventory effort, and the CLEC

111 See Advanced Services Order, ¶58.

112 See SGAT § 8.2.1.9.2.

1 must submit payment of such cost to Qwest prior to performing the inventory of the  
2 remote premises.

3 Pursuant to FCC requirements, Qwest maintains a publicly available document,  
4 posted for viewing on the Internet, listing all premises known to be full.<sup>113</sup> Qwest  
5 updates this document within ten calendar days of the date when it learns that a  
6 premises is out of physical space for collocation, and will update the information within  
7 ten calendar days of the date that space becomes available. In addition to the  
8 information the FCC requires, Qwest also posts to the website information regarding the  
9 number of CLECs in queue at the premises, if any; premises that have not been  
10 equipped with DS3 capability; the estimated completion date for power equipment  
11 additions; and the addresses and space availability information for any remote premises  
12 that have been inventoried via a Space Availability Request.<sup>114</sup>

13 Consistent with 47 C.F.R. § 51.323(f)(2), Qwest, to the extent possible, makes  
14 contiguous space available to CLECs seeking to expand existing collocation space, and  
15 where adjoining space is not available, a CLEC may provide interconnection facilities  
16 between its non-adjoining CLEC collocation spaces through CLEC-to-CLEC  
17 connections.<sup>115</sup> In addition to providing connections between a CLEC's non-adjoining  
18 collocation spaces, Qwest also provides for connections between CLECs' collocation

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<sup>113</sup> The Qwest website address is:  
<http://www.qwest.com/wholesale/notices/collo/spaceAvail.html>

<sup>114</sup> See SGAT § 8.2.1.13.

<sup>115</sup> See SGAT §§ 8.2.1.10; see also Sections 8.2.1.23 et seq.

1 spaces in one of two ways: (i) CLECs can place facilities between their collocation  
2 spaces, or (ii) CLECs can cross-connect their facilities at the ICDF.<sup>116</sup>

3 When planning renovations of existing facilities or constructing or leasing new  
4 facilities, Qwest takes into account the projected demand for collocation of  
5 equipment.<sup>117</sup>

6 While Qwest may retain a limited amount of floor space for its own specific future  
7 uses, neither Qwest nor any of its affiliates may reserve space for future use on terms  
8 more favorable than those that apply to CLEC reservations of collocation space for the  
9 CLEC's own future use.<sup>118</sup> In addition, consistent with 47 C.F.R. § 51.323(f)(5), Qwest  
10 will relinquish any space held for future use before denying a request for virtual  
11 collocation on the grounds of space limitations, unless Qwest proves to the South  
12 Dakota Commission that virtual collocation at that point is not technically feasible.<sup>119</sup>

13 **b. Denials of Space**

14 Consistent with 47 C.F.R. § 51.323(f)(1), Qwest offers collocation on a first-  
15 come, first-served basis.<sup>120</sup> Requests for collocation may be denied due to the lack of  
16 sufficient space in a Qwest premises for placement of a given CLEC's equipment. If a  
17 request for collocation is denied due to lack of space, that CLEC will be offered a

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<sup>116</sup> See SGAT § 8.2.1.23.

<sup>117</sup> See 47 C.F.R. § 51.323(f)(3) and SGAT § 8.2.1.10.

<sup>118</sup> See 47 C.F.R. § 51.323(f)(4) and SGAT § 8.2.1.16.

<sup>119</sup> See SGAT § 8.2.1.16.

<sup>120</sup> See SGAT §§ 8.2.3.2; 8.2.1.10.

1 number of alternatives. If the CLEC identifies alternative choices for collocation on its  
2 original collocation request, Qwest will determine the feasibility of the CLEC's next  
3 preferred option in the event the CLEC's first choice is not available. If the CLEC did  
4 not specify an alternative form of collocation on the original order form, the CLEC will be  
5 required to submit a new order for the CLEC's preferred alternative collocation  
6 arrangement. However, in cases where Qwest has determined that the amount of  
7 space the CLEC requested for caged physical collocation is not available, but a lesser  
8 amount of space is available, that lesser amount of space will be offered to the CLEC  
9 for caged physical collocation, as noted above. Alternatively, the CLEC will be offered  
10 cageless physical collocation or virtual collocation as an alternative to caged physical  
11 collocation.<sup>121</sup>

12 If Qwest denies a request for collocation due to lack of space, Qwest will identify  
13 whether administrative (office) space is available in the premises to be reconditioned,  
14 and if CLEC so requests, will assess the cost of reconditioning the administrative  
15 (office) space. Qwest will provide a quote for prorated charges based on the amount of  
16 space the CLEC requests.<sup>122</sup> Qwest will proactively reclaim space prior to denial of a  
17 collocation application by removing, at its own expense, unused or obsolete Qwest  
18 equipment to make space available for collocation, consistent with 47 C.F.R.  
19 § 51.321(i).<sup>123</sup>

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<sup>121</sup> See SGAT § 8.2.1.10.

<sup>122</sup> See SGAT § 8.2.1.14.2.

<sup>123</sup> See SGAT § 8.2.1.14.1.2.

1 Qwest maintains a separate list of denied collocation requests, in order of the  
2 date of receipt, for each premises where space is exhausted. When space becomes  
3 available in a premises in which a queue has developed, Qwest will inform CLECs in  
4 the queue that space for collocation has become available. If there is insufficient space  
5 to accommodate all of the CLECs in queue, Qwest notifies CLECs of the availability of  
6 space in accordance with each CLEC's position in the queue. A CLEC must respond  
7 within ten calendar days of receipt of notification from Qwest with a new collocation  
8 application. If the CLEC does not provide a collocation application within this time  
9 frame, or if the CLEC responds that it no longer requires the collocation space, the  
10 CLEC is removed from the queue and the available space is offered to the next CLEC in  
11 the queue. If the space made available to a CLEC is not sufficient to meet such CLEC's  
12 needs, it may deny the space offered and maintain its position in the queue.<sup>124</sup>

13 In the event of space request denials, consistent with 47 C.F.R. 51.321(f), Qwest  
14 allows, within ten calendar days of the denial of collocation space and upon request by  
15 a CLEC, CLEC representatives to tour the entire premises escorted by Qwest  
16 personnel. Such tours are without charge to the CLEC. If, after the tour of the  
17 premises, Qwest and the CLEC disagree about whether space limitations at the  
18 premises preclude additional collocation, Qwest and the CLEC may present their  
19 arguments to the South Dakota Commission, consistent with the FCC's rules. If the  
20 Commission determines that Qwest has incorrectly identified space limitations, Qwest  
21 honors the CLEC's original collocation application date for determining when the

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<sup>124</sup> See SGAT § 8.2.1.10.1.

1 collocation must be ready for service, unless both parties agree to a revised date.<sup>125</sup>  
2 Qwest complies with 47 C.F.R. § 51.321(f) by providing the state commission with  
3 detailed floor plans or diagrams of any premises where collocation was denied for lack  
4 of space.

## 5 2. Security Options and Requirements

6 Qwest's security arrangements that apply to CLEC personnel on Qwest's  
7 premises are set forth in SGAT Section 8.2.1.18, and are consistent with 47 C.F.R.  
8 § 51.323(i). Qwest takes reasonable measures to ensure that CLEC equipment  
9 collocated in Qwest premises is afforded physical security at parity with Qwest's  
10 similarly situated equipment. Should an event occur within a Qwest premises that  
11 suggests vandalism or other tampering with a CLEC's equipment, Qwest will, at the  
12 CLEC's request, vigorously and thoroughly investigate the situation. Qwest keeps the  
13 CLEC apprised of the progress of any investigation, and reports conclusions in a timely  
14 manner.<sup>126</sup>

15 Qwest provides access to CLEC's collocated equipment and existing eyewash  
16 stations, bathrooms, and drinking water within the collocation premises on a twenty-  
17 four-hour-a-day, seven-day-a-week basis for CLEC personnel and designated agents.  
18 Such access is permitted without requiring either a security escort, or delaying a  
19 CLEC's employee's entry into Qwest's premises. Qwest provides CLECs with access to

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<sup>125</sup> See SGAT § 8.2.1.11.

<sup>126</sup> See SGAT § 8.2.1.18.1.

1 other basic facilities, including parking, where available, on a first-come, first-served  
2 basis.<sup>127</sup>

3 Pursuant to 47 C.F.R. § 51.323(j), Qwest permits CLECs to subcontract the  
4 construction and build-out of physical collocation arrangements with contractors  
5 approved by Qwest (which approvals involve only security access arrangements).  
6 CLECs are not required to use Qwest or Qwest-contracted personnel for the  
7 engineering and installation of collocated equipment. Qwest's approval of a CLEC's  
8 employees, vendors or subcontractors is based on the same criteria that Qwest uses in  
9 giving building access to its vendors and contractors for its own purposes.<sup>128</sup>

10 Qwest imposes security charges, which are assessed per CLEC employee on a  
11 monthly basis, only for the keys, or the card and card-readers, necessary for the CLEC  
12 employees access to the Qwest premises.<sup>129</sup>

### 13 3. NEBS Compliance of Collocated Equipment

14 Consistent with 47 C.F.R. § 51.323(b), Qwest does not impose safety or  
15 engineering requirements on the CLEC that are more stringent than the safety or  
16 engineering requirements Qwest imposes on its own equipment located on its  
17 premises.<sup>130</sup> Qwest requires collocated equipment to meet only safety and earthquake

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<sup>127</sup> See SGAT § 8.2.1.19.

<sup>128</sup> See SGAT § 8.2.1.28.

<sup>129</sup> See SGAT § 8.3.1.12.

<sup>130</sup> See SGAT § 8.2.1.8.

1 requirements that Qwest imposes on its own equipment.<sup>131</sup> As the FCC expressly  
2 permits,<sup>132</sup> Section 8.2.2.5 of the SGAT requires that a CLEC's collocated equipment  
3 comply with the Network Equipment Building System ("NEBS") Level 1 generic  
4 equipment requirements from TR-NWT-000063 and any statutory requirements (local,  
5 state or federal) in effect at the time of the equipment installation or that subsequently  
6 become effective. CLECs must provide Qwest with interface specifications (e.g.,  
7 electrical, functional, physical and software) of virtually collocated CLEC equipment.  
8 Any safety and engineering standards apply to CLEC equipment only to the degree that  
9 they apply to Qwest equipment.<sup>133</sup>

10 Qwest conducts audits to ensure that collocated CLEC equipment does not  
11 present a safety hazard to the central office or personnel working in the office.  
12 Consistent with 47 C.F.R. § 51.323(b), when a safety hazard is identified, Qwest  
13 provides written notice to the CLEC that identifies the specific equipment and/or  
14 installation that is not in compliance, the NEBS Level 1 safety requirement not met by  
15 the equipment and/or installation, the basis for that conclusion, and a list of all  
16 equipment that Qwest locates at the premises. This information is accompanied by an  
17 affidavit attesting that all Qwest equipment meets or exceeds the safety standard Qwest

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<sup>131</sup> See SGAT § 8.2.1.17. All collocation equipment and installation must meet earthquake rating requirements contained in the Network Equipment Building System ("NEBS") – BR GR-63-CORE document. Qwest makes a list of its wire centers and their earthquake ratings available for review on the Qwest PCAT website at: <http://www.qwest.com/wholesale/pcat/collocation.html>.

<sup>132</sup> See Advanced Services Order, ¶ 36.

<sup>133</sup> See SGAT § 8.2.2.5.

1 contends the CLEC's equipment fails to meet. If the condition is not corrected in fifteen  
2 calendar days, Qwest may take action to correct the condition through resolution by the  
3 appropriate administrative agency or by a court. If there is an immediate threat to the  
4 safety of Qwest employees, or the physical integrity of the premises or equipment  
5 therein, Qwest may take action as is necessary to correct the condition at the CLEC's  
6 expense.<sup>134</sup>

#### 7                   4.     CLEC Interconnection

8           Qwest allows a CLEC to interconnect its collocated equipment with the  
9 collocated equipment of another party. Qwest also binds itself to design and engineer  
10 the most efficient route and cable racking for the connection between a CLEC's  
11 equipment in its collocated spaces to the collocated equipment of another CLEC located  
12 in the same Qwest premises, or to the CLEC's own non-contiguous collocation  
13 space.<sup>135</sup>

14           CLECs have access to the designated route and may construct connections,  
15 using copper, coax or optical fiber equipment, by utilizing a Qwest-approved vendor, or  
16 another vendor of the CLEC's own choosing. CLECs may place their own connecting  
17 facilities outside of the actual physical collocation space, subject only to reasonable  
18 NEBS Level 1 safety limitations and using the route Qwest specifies. In addition,  
19 CLECs may perform such interconnections at the ICDF, if desired.<sup>136</sup> A CLEC may

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<sup>134</sup> See SGAT § 8.2.3.10.

<sup>135</sup> See SGAT § 8.2.1.23.

<sup>136</sup> See SGAT § 8.2.1.23.

1 interconnect its network to any other collocating carrier's network, to any collocated  
2 affiliate of the CLEC, or to any end user's premises, and the CLEC may interconnect its  
3 own collocated space and/or equipment (*i.e.*, the CLEC's physical and virtual collocation  
4 on the same Qwest premises).<sup>137</sup>

### 5 III. RESOLUTION OF ISSUES IN THE MULTI-STATE WORKSHOPS

6 Qwest has participated in Section 271 collaborative workshops addressing  
7 Checklist Item 1 in Arizona, Colorado, Oregon, Washington and in the Multi-State  
8 proceeding involving state commissions from Idaho, Iowa, Montana, New Mexico, North  
9 Dakota, Utah, and Wyoming. During these workshops, Qwest agreed to several  
10 modifications to its SGAT to accommodate CLECs' competitive concerns. All of these  
11 consensus modifications have been included in the South Dakota SGAT.

12 In the Multi-State Final Report for Workshop One regarding collocation, the  
13 Facilitator recognized that the workshops had raised and resolved 54 collocation  
14 issues.<sup>138</sup> There were 15 issues that remained in dispute for which the Facilitator made  
15 recommendations to the state commissions. Qwest agreed to accept the  
16 recommendations of the Facilitator for 14 of the 15 issues. Qwest acceptance of the  
17 Facilitator's recommendations have been documented in Qwest's methods and  
18 procedures and revisions to the SGAT language have been made and included in the  
19 South Dakota SGAT. However, Qwest disagreed with the proposal by the Facilitator to

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<sup>137</sup> See SGAT § 8.2.1.23.

<sup>138</sup> Workshop One – Second Report, at 52-95 (Multi-State Workshop May 15, 2001)

1 not extend collocation intervals when the CLEC fails to submit a forecast.<sup>139</sup> Qwest's  
2 SGAT language and proposals for collocation intervals are based on the FCC's  
3 Amended Order which clarified its earlier decision, that extended the 90-day default  
4 interval when the CLEC failed to provide a forecast.

5 Qwest's proposed intervals are consistent with the FCC's decisions which  
6 recognized the importance of forecasts and specifically tied the collocation interval to  
7 the existence of a forecast. The interim standards the FCC approved require timely  
8 forecasts from CLECs as a precondition for the provisioning of collocation in a 90-day  
9 time frame.<sup>140</sup> The FCC's interim standards allow for longer intervals of 120 to 150 days  
10 for unforecasted collocation applications.

11 The Multi-State Facilitator rested his decision on the premise that the SGAT  
12 should not punish CLECs for "a failure to provide perfect foresight." However, there is  
13 no incentive for CLECs to provide forecasts. Actually, by not requiring forecasts, Qwest  
14 will be penalized under the Performance Assurance Plan if it fails to meet the shortened  
15 collocation intervals. This creates a disincentive for CLECs to provide any forecasts.

16 Collocation forecasting gives Qwest a comprehensive picture of the CLECs'  
17 future collocation needs. Forecasts allow Qwest to plan for the necessary resources to  
18 meet its commitments for completing collocation installations in a timely manner. To  
19 date, the volume of collocation applications region-wide has varied dramatically from

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<sup>139</sup> Workshop One – Second Report, at 94-95 (Multi-State Workshop May 15, 2001).

<sup>140</sup> See FCC's Amended Order, ¶19 n.36 ("Specifically, a carrier that submits an acceptable collocation application to Qwest 60 days after submitting a forecast would be entitled to a provisioning interval of no more than 90 days.").

1 month to month.<sup>141</sup> Qwest uses the forecasts to plan for the resources necessary: for  
2 engineering and related personnel to process the applications, and design and engineer  
3 the collocation request; Qwest and vendor-provided installation personnel to provision  
4 the collocations; and, warehousing of cabling and other common hardware for  
5 provisioning collocation. Forecasts allow Qwest to ensure that adequate resources are  
6 available for the provisioning of collocation requests. Qwest believes that the  
7 requirement for collocation forecasts is reasonable for the shortened intervals.  
8 Accordingly, Qwest has not included the Facilitator's recommendation on this issue in its  
9 South Dakota SGAT.

#### 10 IV. SUMMARY AND CONCLUSION

11 As demonstrated herein, Qwest satisfies the collocation requirements of Section  
12 271(c)(2)(B)(i). Qwest provides collocation under rates, terms and conditions that are  
13 just, reasonable and nondiscriminatory under its SGAT and commission-approved  
14 individual interconnection agreements with CLECs in South Dakota. Qwest has  
15 developed specific procedures to implement collocation and to assure that it  
16 consistently provides collocation in accordance with the FCC's rules and policies.  
17 These measures ensure that CLECs have the ability to collocate their equipment at  
18 Qwest's premises and that Qwest will continue to provide additional collocation.  
19 Qwest's performance in providing collocation in South Dakota and region-wide exceeds  
20 the established benchmarks. The Liberty Consulting Group has also audited Qwest's

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<sup>141</sup> Exhibit MSB-COLLO-5 are the volumes of collocation applications submitted.

1 performance measures and found that Qwest properly reports its results for the  
2 measures relevant for collocation. In sum, Qwest's collocation processes, procedures,  
3 capabilities, and performance ensure that efficient competitors have a meaningful  
4 opportunity to compete in South Dakota. Based on this evidence, the South Dakota  
5 Commission should find that Qwest satisfies checklist item 1 for collocation.

6



INDEX TO EXHIBITS

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DESCRIPTION

EXHIBITS

Witness Qualifications

MSB-COLLO-1

Performance Indicator Definitions (PIDs) for Collocation

MSB-COLLO-2

Performance Results for Collocation in South Dakota

MSB-COLLO-3

Performance Results for Collocation Region-wide

MSB-COLLO-4

Region-wide and South Dakota Collocation  
Applications Submitted

MSB-COLLO-5

# CONTINUATION

# [ 1 ]



1 records kept by Qwest in the regular course of business. Specifically, my experience  
2 has allowed me to develop an expertise in several Section 271 checklist areas such that  
3 I have testified in the Section 271 workshops in Arizona, Colorado, Oregon,  
4 Washington, and the joint seven-state ("Multi-State") workshops involving Idaho, Iowa,  
5 Montana, New Mexico, North Dakota, Utah, and Wyoming. I also participated in the  
6 Section 271 proceedings in Nebraska.

7 Through my testimony in the Section 271 workshops, I have directly participated  
8 in the development and evolution of the terms and conditions of Qwest's Statement of  
9 Generally Available Terms and Conditions ("SGAT"). These workshops and  
10 proceedings were part of a collaborative process, conducted on an open basis with the  
11 full, active, and equal participation by CLECs and state commission staffs. A significant  
12 part of this process has involved responding to issues and concerns raised by  
13 competitive local exchange carriers ("CLECs") and revising the SGAT when possible to  
14 address their needs. I have also been responsible for ensuring that the resolution of  
15 issues raised by CLECs have been integrated into the documentation of Qwest's  
16 processes, methods and procedures provided to CLECs, that apply in each state of  
17 Qwest's 14-state region.

## CP-1 - Collocation Completion Interval

### Purpose:

Evaluates the timeliness of Qwest's installation of collocation arrangements for CLECs, focusing on the average time to complete such arrangements.

### Description:

Measures the interval between the Collocation Application Date and Qwest's completion of the collocation installation.

- Includes all collocations of types specified herein that are assigned a Ready For Service (RFS) date by Qwest and completed during the reporting period, subject to exclusions specified below.
- Collocation types included are: physical cageless, physical caged, shared physical caged, physical-line sharing, cageless-line sharing, and virtual. <sup>NOTE 1</sup>
- The Collocation Application Date is the date Qwest receives from the CLEC a complete and valid application for collocation. In cases where the CLEC's collocation application is received by Qwest on a weekend or holiday, the Collocation Application Date is the next business day following the weekend or holiday.
- Major Infrastructure Modifications include conditioning the collocation space, obtaining permits, and installing DC power plant, standby generators, heating, venting or air conditioning equipment.
- Completion of the collocation installation is the date on which the requested collocation arrangement is "Ready for Service" as defined in the Definition of Terms section herein.
- Establishment of RFS Dates: RFS dates are established according to intervals specified in interconnection agreements. Where an interconnection agreement does not specify intervals, or where the CLEC requests, RFS dates are established as follows: <sup>NOTE 2</sup>
  - Collocation Applications with Timely Quote Acceptance and, for Virtual Collocations, also with Timely Equipment Ready – for collocation applications where the CLEC accepts the quote in seven or fewer calendar days after the quote date and, for virtual collocations, where the CLEC provides the equipment to be collocated to Qwest 53 calendar days or less after the Collocation Application Date, the RFS date shall be:
    - Forecasted Collocations: 90 calendar days after the Collocation Application Date for collocations for which the CLEC provides a complete forecast to Qwest 60 or more calendar days in advance of the Collocation Application Date.
    - Unforecasted Collocations: 120 calendar days after the Collocation Application Date for collocations for which the CLEC does not provide a forecast to Qwest 60 or more calendar days in advance of the Collocation Application Date.
  - Collocation Applications with Late Quote Acceptance and, for Virtual Collocations, also with Timely Equipment Ready – for collocation applications where the CLEC accepts the quote in eight or more calendar days after the quote date and, for virtual collocations, where the CLEC provides the equipment to be collocated to Qwest 53 calendar days or less after the Collocation Application Date, the RFS date shall be:
    - Forecasted Collocations: 90 calendar days after the quote acceptance date for collocations for which the CLEC provides a complete forecast to Qwest 60 or more calendar days in advance of the Collocation Application Date.
    - Unforecasted Collocations: 120 calendar days after the quote acceptance date for collocations for which the CLEC does not provide a forecast to Qwest 60 or more calendar days in advance of the Collocation Application Date.
  - Virtual Collocation Applications with Timely Quote Acceptance and Late Equipment Ready – for virtual collocation applications where the CLEC (1) accepts the quote in seven or fewer calendar days after the quote date and (2) provides the equipment to be collocated to Qwest more than 53

Calendar days after the Collocation Application Date, the RFS date shall be:

- **Forecasted Collocations:** 45 calendar days after the equipment is provided to Qwest, for collocations for which the CLEC provides a complete forecast to Qwest 60 or more calendar days in advance of the Collocation Application Date.
- **Unforecasted Collocations:** 75 calendar days after the equipment is provided to Qwest, for collocations for which the CLEC does not provide a forecast to Qwest 60 or more calendar days in advance of the Collocation Application Date.
- \* **Virtual Collocation Applications with Late Quote Acceptance and Late Equipment Ready** – for virtual collocation applications where the CLEC (1) accepts the quote in eight or more calendar days after the quote date and (2) provides the equipment to be collocated to Qwest more than 53 calendar days after the Collocation Application Date, the RFS date shall be:
  - **Forecasted Collocations:** 45 calendar days after the equipment is provided to Qwest, for collocations for which the CLEC provides a complete forecast to Qwest 60 or more calendar days in advance of the Collocation Application Date.
  - **Unforecasted Collocations:** 75 calendar days after the equipment is provided to Qwest, for collocations for which the CLEC does not provide a forecast to Qwest 60 or more calendar days in advance of the Collocation Application Date.
- \* **All Collocations (physical, virtual, forecasted, or unforecasted) requiring Major Infrastructure Modifications:** the later of (1) up to 150 calendar days (as specified in the quote) after the Collocation Application Date, or (2) for virtual collocations, 45 days following the date equipment to be collocated is provided to Qwest for collocations in which Major Infrastructure Modifications are required. Qwest will provide to the CLEC, as part of the quotation, the need for, and the duration of, such extended intervals.
- \* When a CLEC submits six (6) or more Collocation applications in a one-week period in any state, completion intervals will be individually negotiated. These collocation arrangements will be included in CP-1A, -1B, or -1C according to the interval criteria specified below for these measurements.
- \* Where there is a CLEC-caused delay, the RFS Date is rescheduled
- \* RFS dates may be extended beyond the above intervals for CLEC reasons, or for reasons beyond Qwest's control, but not for Qwest reasons.
- \* Where CLECs do not accept the quote within thirty days of the quote date, the application is considered expired.

**CP-1A** Measures collocation installations for which the scheduled interval from Collocation Application Date to RFS date is 90 calendar days or less.

**CP-1B** Measures collocation installations for which the scheduled interval from Collocation Application Date to RFS date is 91 to 120 calendar days.

**CP-1C** Measures collocation installations for which the scheduled interval from Collocation Application Date to RFS date is 121 to 150 calendar days.

<b>Reporting Period:</b> One month	<b>Unit of Measure:</b> Calendar Days
<b>Reporting Comparisons:</b> CLEC aggregate and individual CLEC results	<b>Disaggregation Reporting:</b> Statewide level.

<p><b>Formula:</b> (for CP-1A, CP-1B and CP-1C)  <math display="block">\frac{1}{(Collocation\ Completion\ Date) - (Complete\ Application\ Date)} / (Total\ Number\ of\ Collocations\ Completed\ in\ Reporting\ Period)</math></p>	
<p><b>Exclusions:</b></p> <ul style="list-style-type: none"> <li>• CP-1A: CLEC collocation applications with RFS dates yielding scheduled intervals longer than 90 calendar days from Collocation Application Date to RFS date.</li> <li>• CP-1B: CLEC collocation applications with RFS dates yielding scheduled intervals shorter than 91 calendar days or longer than 120 calendar days from Collocation Application Date to RFS date.</li> <li>• CP-1C: CLEC collocation applications with RFS dates yielding scheduled intervals shorter than 121 calendar days or longer than 150 calendar days from Collocation Application Date to RFS date.</li> <li>• Cancelled or expired applications.</li> </ul>	
<p><b>Product Reporting:</b> None</p>	<p><b>Standard:</b>          CP-1A 90 calendar days          CP-1B 120 calendar days          CP-1C 150 calendar days</p>
<p><b>Availability:</b>          Available</p>	<p><b>Notes:</b></p> <ol style="list-style-type: none"> <li>1. Collocations covered by this measurement are central office related. As additional types of central office collocation are defined and offered, they will be included in this measurement. Non-central office-based types of collocation (such as remote collocation and field connection points) will be considered for either inclusion in this measurement, or in new, separate measurements, after the terms, conditions, and processes for such collocation types become finalized, accepted, mature (i.e., six months of experience from first installations), and ordered in volumes warranting reporting (i.e., consistently more than two per month in any state).</li> <li>2. The criteria set forth in the Description above, under "Establishment of RFS Dates," may be changed depending upon the outcome of workshops on interconnection and collocation</li> </ol>

## CP-2 - Collocations Completed within Scheduled Intervals

### Purpose:

Measures the extent to which Qwest completes collocation arrangements for CLECs within the standard intervals or intervals established in interconnection agreements.

### Description:

Measures the percentage of collocation applications that are completed within standard intervals, including intervals set forth in interconnection agreements.

- Includes all collocations of types specified herein that are assigned a Ready for Service (RFS) date by Qwest and that are completed within the reporting period, including those with CLEC-requested RFS dates longer than the standard interval and those with extended RFS dates negotiated with the CLEC (including supplemented collocation orders that extend the RFS date) subject to exclusions specified below. Collocation types included are: physical cageless, physical caged, shared physical caged, physical-line sharing, cageless-line sharing, and virtual. <sup>NOTE 1</sup>
- The Collocation Application Date is the date Qwest receives from the CLEC a complete and valid application for collocation. In cases where the CLEC's collocation application is received by Qwest on a weekend or holiday, the Collocation Application Date is the next business day following the weekend or holiday.
- Major Infrastructure Modifications are defined as conditioning the collocation space, obtaining permits, and installing DC power plant, standby generators, heating, venting or air conditioning equipment.
- A collocation arrangement is counted as met under this measurement if its RFS date is met.
- **Establishment of RFS Dates:** RFS dates are established as follows, except where interconnection agreements require different intervals, in which case the intervals specified in the interconnection agreements apply: <sup>NOTE 2</sup>
  - **Collocation Applications with Timely Quote Acceptance and, for Virtual Collocations, also with Timely Equipment Ready** - for collocation applications where the CLEC accepts the quote in seven or fewer calendar days after the quote date and, for virtual collocations, where the CLEC provides the equipment to be collocated to Qwest 53 calendar days or less after the Collocation Application Date, the RFS date shall be:
    - **Forecasted Collocations:** 90 calendar days after the Collocation Application Date for physical collocations for which the CLEC provides a complete forecast to Qwest 60 or more calendar days in advance of the Collocation Application Date.
    - **Unforecasted Collocations:** 120 calendar days after the Collocation Application Date for physical collocations for which the CLEC does not provide a forecast to Qwest 60 or more calendar days in advance of the Collocation Application Date.
  - **Collocation Applications with Late Quote Acceptance and, for Virtual Collocations, also with Timely Equipment Ready** - for collocation applications where the CLEC accepts the quote in eight or more calendar days after the quote date and, for virtual collocations, where the CLEC provides the equipment to be collocated to Qwest 53 calendar days or less after the Collocation Application Date, the RFS date shall be:
    - **Forecasted Collocations:** 90 calendar days after the quote acceptance date for collocations for which the CLEC provides a complete forecast to Qwest 60 or more calendar days in advance of the Collocation Application Date.
    - **Unforecasted Collocations:** 120 calendar days after the quote acceptance date for collocations for which the CLEC does not provide a forecast to Qwest 60 or more calendar days in advance of the Collocation Application Date.
  - **Virtual Collocation Applications with Timely Quote Acceptance and Late Equipment Ready** - for

where collocation applications where the CLEC (1) accepts the quote in seven or fewer calendar days after the quote date and (2) provides the equipment to be collocated to Qwest more than 53 calendar days after the Collocation Application Date, the RFS date shall be:

- **Forecasted Collocations:** 45 calendar days after the equipment is provided to Qwest, for collocations for which the CLEC provides a complete forecast to Qwest 60 or more calendar days in advance of the Collocation Application Date.
- **Unforecasted Collocations:** 75 calendar days after the equipment is provided to Qwest, for collocations for which the CLEC does not provide a forecast to Qwest 60 or more calendar days in advance of the Collocation Application Date.
- **Virtual Collocation Applications with Late Quote Acceptance and Late Equipment Ready** – for where collocation applications where the CLEC (1) accepts the quote in eight or more calendar days after the quote date and (2) provides the equipment to be collocated to Qwest more than 53 calendar days after the Collocation Application Date, the RFS date shall be:
  - **Forecasted Collocations:** 45 calendar days after the equipment is provided to Qwest, for collocations for which the CLEC provides a complete forecast to Qwest 60 or more calendar days in advance of the Collocation Application Date.
  - **Unforecasted Collocations:** 75 calendar days after the equipment is provided to Qwest, for collocations for which the CLEC does not provide a forecast to Qwest 60 or more calendar days in advance of the Collocation Application Date.
- **All Collocations (physical, virtual, forecasted, or unforecasted) requiring Major Infrastructure Modifications:** the later of (1) up to 150 calendar days (as specified in the quote) after the Collocation Application Date, or (2) for virtual collocations, 45 calendar days following the date equipment to be collocated is provided to Qwest for collocations in which Major Infrastructure Modifications are required. Qwest will provide to the CLEC, as part of the quotation, the need for, and the duration of, such extended intervals.
- When a CLEC submits six (6) or more Collocation applications in a one-week period in any state, completion intervals will be individually negotiated. These collocation arrangements will be included in CP-2A, -2B, or -2C according to the criteria specified below for these measurements.
- Where there is a CLEC-caused delay, the RFS Date is rescheduled.
- Where CLECs do not accept the quote within thirty calendar days of the quote date, the application is considered expired.

**CP-2A Forecasted Collocations:** Measures collocation installations for which CLEC provides a forecast to Qwest 60 or more calendar days in advance of the Collocation Application Date.

**CP-2B Non-Forecasted and Late Forecasted Collocations:** Measures collocation installations for which CLEC does not provide a forecast to Qwest 60 or more calendar days in advance of the Collocation Application Date.

**CP-2C All Collocations requiring Major Infrastructure Modifications and Collocations with intervals longer than 120 days:** Measures all collocation installations requiring Major Infrastructure Modifications and collocations for which the RFS date is more than 120 calendar days after the Collocation Application Date.

<b>Reporting Period:</b> One month	<b>Unit of Measure:</b> Percent
<b>Reporting Comparisons:</b> CLEC aggregate and individual CLEC results	<b>Disaggregation Reporting:</b> Statewide level.

**Formula:** (for CP-2A, CP-2B and CP-2C)  
 [(Count of Collocations for which the RFS is met) / (Total Number of Collocations Completed in the Reporting Period)] x 100

**Exclusions:**

- RFS dates missed for reasons beyond Qwest's control.
- Cancelled or expired requests.

**Product Reporting:** None

**Standard:**  
 CP-2A & -2B: 90 percent or more  
 CP-2C: TBD

**Availability:**  
 Available

**Notes:**

1. Collocations covered by this measurement are central office related. As additional types of central office collocation are defined and offered, they will be included in this measurement. Non-central office-based types of collocation (such as remote collocation and field connection points) will be considered for either inclusion in this measurement, or in new, separate measurements, after the terms, conditions, and processes for such collocation types become finalized, accepted, mature (i.e., six months of experience from first installations), and ordered in volumes warranting reporting (i.e., consistently more than two per month in any state).
2. The criteria set forth in the Description above, under "Establishment of RFS Dates," may be changed depending upon the outcome of workshops on interconnection and collocation

**CP-3- Collocation Feasibility Study Interval**

<b>Purpose:</b> Evaluates the timeliness of the Qwest sub-process function of providing a collocation feasibility study to the CLEC.	
<b>Description:</b> Measures average interval to respond to collocation studies for feasibility of installation. <ul style="list-style-type: none"> <li>• Includes feasibility studies, for collocations of types specified herein that are completed in the reporting period, subject to exclusions specified below. Collocation types included are: physical cageless, physical caged, shared physical caged, physical-line sharing, cageless-line sharing, and virtual. <sup>NOTE 1</sup></li> <li>• Interval begins with the Collocation Application Date and ends with the date Qwest completes the Feasibility Study and provides it to the CLEC.</li> <li>• The Collocation Application Date is the date Qwest receives from the CLEC a complete application for collocation. In cases where the CLEC's application for collocation is received by Qwest on a weekend or holiday, the Collocation Application Date is the next business day following the weekend or holiday.</li> </ul>	
<b>Reporting Period:</b> One month	<b>Unit of Measure:</b> Calendar Days
<b>Reporting Comparisons:</b> CLEC aggregate and individual CLEC results	<b>Disaggregation Reporting:</b> Statewide level.
<b>Formula:</b> $\frac{\sum((\text{Date Feasibility Study provided to CLEC}) - (\text{Date Qwest receives CLEC request for Feasibility Study}))}{(\text{Total Feasibility Studies Completed in the Reporting Period})}$	
<b>Exclusions:</b> CLEC-caused delays of, or CLEC requests for feasibility study completions resulting in greater than ten calendar days from Collocation Application Date to scheduled feasibility study completion date.	
<b>Product Reporting:</b> None	<b>Standard:</b> 10 calendar days or less
<b>Availability:</b> Available	<b>Notes:</b> 1. Collocations covered by this measurement are central office related. As additional types of central office collocation are defined and offered, they will be included in this measurement. Non-central office-based types of collocation (such as remote collocation and field connection points) will be considered for either inclusion in this measurement, or in new, separate measurements, after the terms, conditions, and processes for such collocation types become finalized, accepted, mature (i.e., six months of experience from first installations), and ordered in volumes warranting reporting (i.e., consistently more than two per month in any state).

**CP-4 - Collocation Feasibility Study Commitments Met**

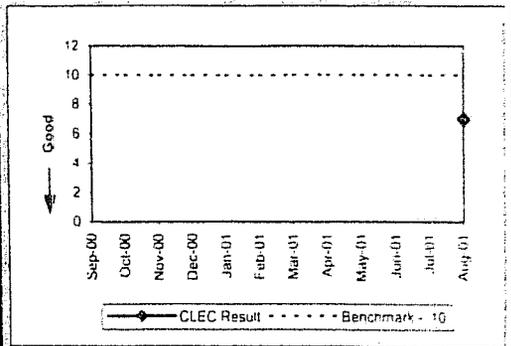
<b>Purpose:</b> Evaluates the degree that Qwest completes the sub-process function of providing a collocation feasibility study to the CLEC as committed.	
<b>Description:</b> Measures the percentage of collocation feasibility studies for installations that are completed within the Scheduled Interval	
<ul style="list-style-type: none"> <li>• The Scheduled Interval is ten calendar days from the Collocation Application Date or, if interconnection agreements call for different intervals, within intervals specified in the agreements, or if otherwise delayed by the CLEC, the interval resulting from the delay.</li> <li>• Includes all feasibility studies for collocations of types specified herein, that are completed in the reporting period. Collocation types included are: physical cageless, physical caged, shared physical caged, physical-line sharing, cageless-line sharing, and virtual. <small>NOTE 1</small></li> <li>• Considers the interval from the Collocation Application Date to the date Qwest completes the Feasibility Study and provides it to the CLEC.</li> <li>• The Collocation Application Date is the date Qwest receives from the CLEC a complete application for collocation. In cases where the CLEC's application for collocation is received by Qwest on a weekend or holiday, the Collocation Application Date is the next business day following the weekend or holiday.</li> <li>• Subject to superceding terms in the CLEC's interconnection agreement, when a CLEC submits six (6) or more Collocation applications in a one-week period in any state, feasibility study intervals will be individually negotiated and the resulting intervals used instead of ten calendar days in this measurement.</li> </ul>	
<b>Reporting Period:</b> One month	<b>Unit of Measure:</b> Percent
<b>Reporting Comparisons:</b> CLEC aggregate and individual CLEC results	<b>Disaggregation Reporting:</b> Statewide level.
<b>Formula:</b> $\left( \frac{\text{Total Applicable Collocation Feasibility studies completed within Scheduled Intervals}}{\text{Total applicable Collocation Feasibility studies completed in the reporting period}} \right) \times 100$	
<b>Exclusions:</b> None	
<b>Product Reporting:</b> None	<b>Standard:</b> 90 percent or more
<b>Availability:</b> Available	<b>Notes:</b> 1. Collocations covered by this measurement are central office related. As additional types of central office collocation are defined and offered, they will be included in this measurement. Non-central office-based types of collocation (such as remote collocation and field connection points) will be considered for either inclusion in this measurement, or in new, separate measurements, after the terms, conditions, and processes for such collocation types become finalized, accepted, mature (i.e., six months of experience from first installations), and ordered in volumes warranting reporting (i.e., consistently

more than two per month in any state).

Checklist #1 - Collocation

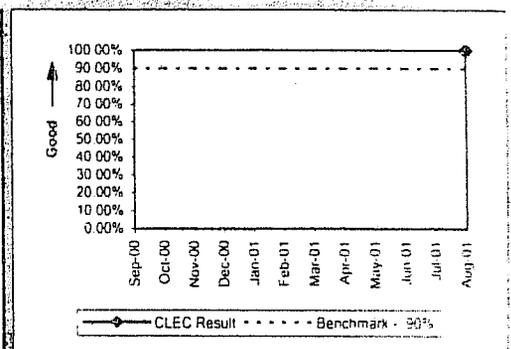
Performance Pass/Fail Study Interval (Average Days) (CP-3) - Interval Zone One and Two

Date	CLEC Num	CLEC Denom	CLEC Result	CLEC Std Dev
Sep-00				
Oct-00				
Nov-00				
Dec-00				
Jan-01				
Feb-01				
Mar-01				
Apr-01				
May-01				
Jun-01				
Jul-01				
Aug-01	7	1	7.00	



Performance Pass/Fail Study Interval (Percent) (CP-4) - Interval Zone One and Two

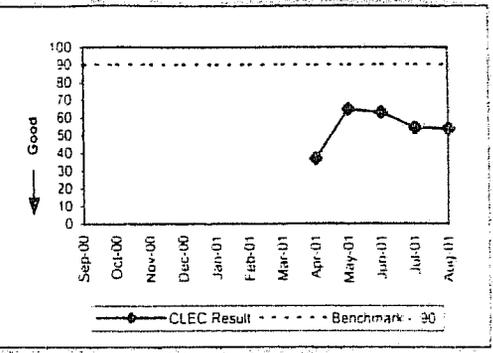
Date	CLEC Num	CLEC Denom	CLEC Result	CLEC Std Dev
Sep-00				
Oct-00				
Nov-00				
Dec-00				
Jan-01				
Feb-01				
Mar-01				
Apr-01				
May-01				
Jun-01				
Jul-01				
Aug-01	1	1	100.00%	0.00%



Checklist #1 - Collocation

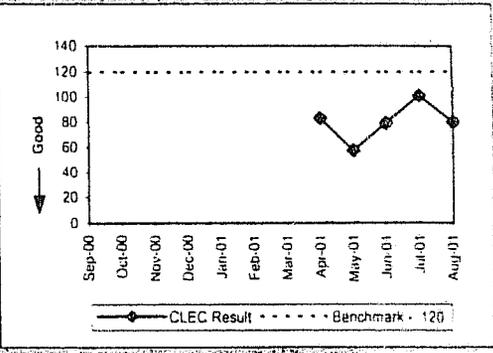
Scheduled Interval 90 Calendar Days or Less (Average Days) (CP-1A) -- Interval Zone One and Two

Date	CLEC Num	CLEC Denom	CLEC Result	CLEC Std Dev
Sep-00				
Oct-00				
Nov-00				
Dec-00				
Jan-01				
Feb-01				
Mar-01				
Apr-01	37	1	37.00	
May-01	194	3	64.67	7.09
Jun-01	188	3	62.67	8.08
Jul-01	216	4	54.00	13.44
Aug-01	107	2	53.50	16.26



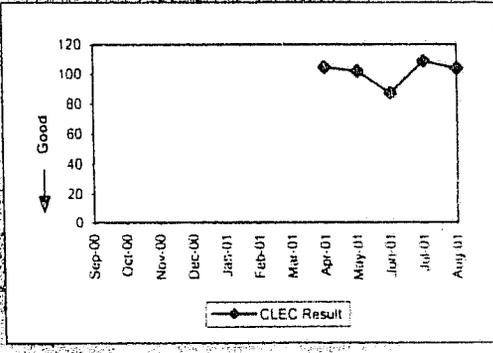
Scheduled Interval 91 to 120 Calendar Days (Average Days) (CP-1B) -- Interval Zone One and Two

Date	CLEC Num	CLEC Denom	CLEC Result	CLEC Std Dev
Sep-00				
Oct-00				
Nov-00				
Dec-00				
Jan-01				
Feb-01				
Mar-01				
Apr-01	414	5	82.80	24.59
May-01	514	9	57.11	31.69
Jun-01	395	5	79.00	13.93
Jul-01	806	8	100.75	11.09
Aug-01	874	11	79.45	16.66



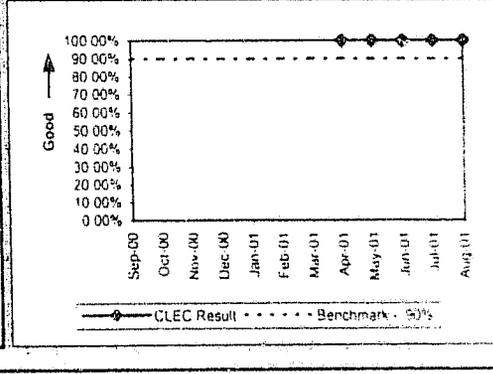
Scheduled Interval 121 to 150 Calendar Days (Average Days) (CP-1C) -- Interval Zone One and Two

Date	CLEC Num	CLEC Denom	CLEC Result	CLEC Std Dev
Sep-00				
Oct-00				
Nov-00				
Dec-00				
Jan-01				
Feb-01				
Mar-01				
Apr-01	3443	33	104.33	22.67
May-01	1424	14	101.71	32.44
Jun-01	1304	15	86.93	26.33
Jul-01	2604	24	108.50	18.44
Aug-01	3212	31	103.61	25.49



Non-Forcasted & Late Collocations (Percent) (CP-2B) -- Interval Zone One and Two

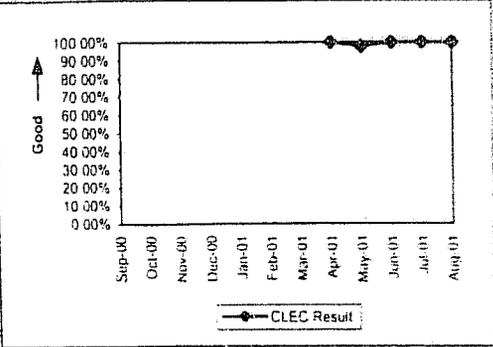
Date	CLEC Num	CLEC Denom	CLEC Result	CLEC Std Dev
Sep-00				
Oct-00				
Nov-00				
Dec-00				
Jan-01				
Feb-01				
Mar-01				
Apr-01	6	6	100.00%	0.00%
May-01	12	12	100.00%	0.00%
Jun-01	8	8	100.00%	0.00%
Jul-01	12	12	100.00%	0.00%
Aug-01	13	13	100.00%	0.00%



Checklist #1 - Collocation

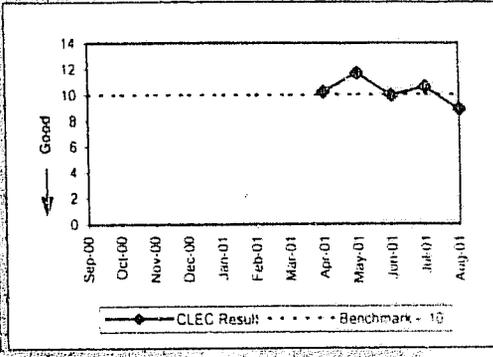
Collocation Feasibility Study Intervals Longer than 120 Days (Percent) (CP-2C) - Interval Zone One and Two

Date	CLEC Num	CLEC Denom	CLEC Result	CLEC Std Dev
Sep-00				
Oct-00				
Nov-00				
Dec-00				
Jan-01				
Feb-01				
Mar-01				
Apr-01	78	78	100.00%	0.00%
May-01	39	40	97.50%	15.61%
Jun-01	26	26	100.00%	0.00%
Jul-01	39	39	100.00%	0.00%
Aug-01	43	43	100.00%	0.00%



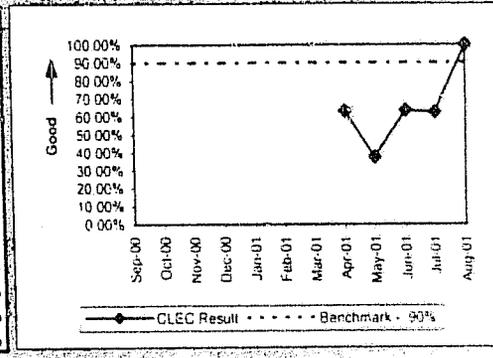
Collocation Feasibility Study Interval (Average Days) (CP-3) - Interval Zone One and Two

Date	CLEC Num	CLEC Denom	CLEC Result	CLEC Std Dev
Sep-00				
Oct-00				
Nov-00				
Dec-00				
Jan-01				
Feb-01				
Mar-01				
Apr-01	480	47	10.21	1.77
May-01	514	44	11.68	2.07
Jun-01	367	37	9.92	1.82
Jul-01	340	32	10.62	1.86
Aug-01	407	46	8.85	0.87



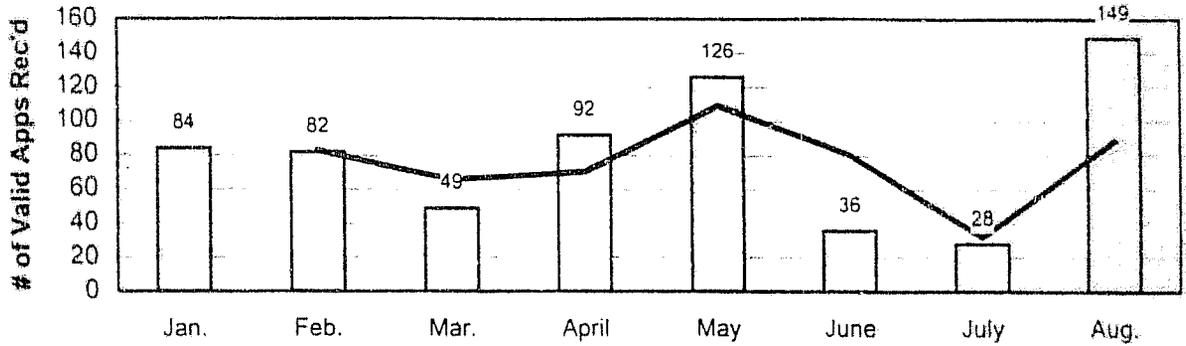
Collocation Feasibility Study Comments Met (Percent) (CP-4) - Interval Zone One and Two

Date	CLEC Num	CLEC Denom	CLEC Result	CLEC Std Dev
Sep-00				
Oct-00				
Nov-00				
Dec-00				
Jan-01				
Feb-01				
Mar-01				
Apr-01	36	57	63.16%	48.24%
May-01	18	48	37.50%	48.41%
Jun-01	26	41	63.41%	48.17%
Jul-01	25	40	62.50%	48.41%
Aug-01	50	50	100.00%	0.00%

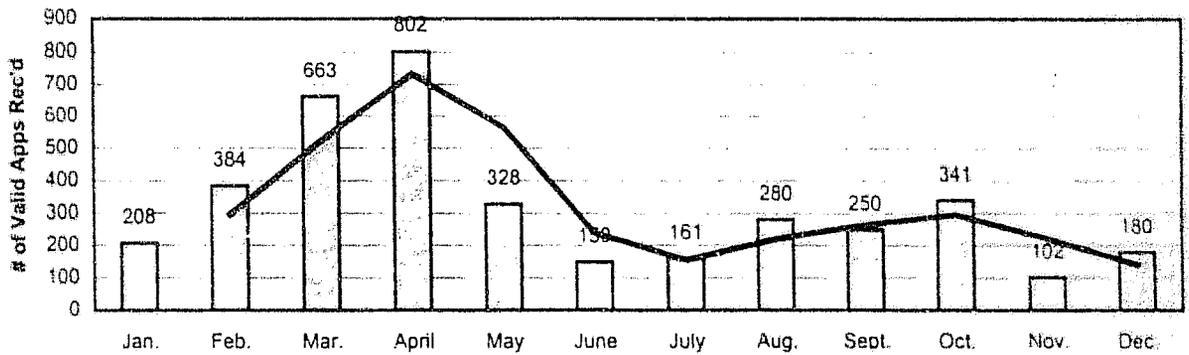


Collocation Applications  
 Regional and South Dakota

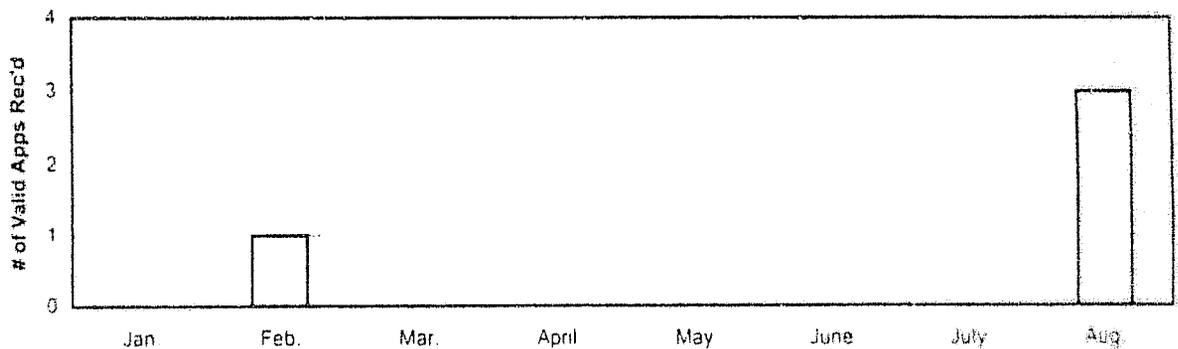
Regular Collocation Application Submit Volume  
 14 State Region  
 January 1, 2001 - August 31, 2001  
 Total Volume: 646 Jobs



Regular Collocation Application Submit Volume  
 14 State Region  
 January 1, 2000 - December 31, 2000  
 Total Volume: 3849 Jobs



Regular Collocation Application Submit Volume  
 South Dakota  
 January 1, 2001 - August 31, 2001  
 Total Volume: 4 Jobs



BEFORE THE  
PUBLIC UTILITIES COMMISSION  
STATE OF SOUTH DAKOTA

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 )

REBUTTAL AFFIDAVIT  
OF  
MARGARET S. BUMGARNER  
ON BEHALF OF  
QWEST CORPORATION  
CHECKLIST ITEM 1 – COLLOCATION

April 2, 2002

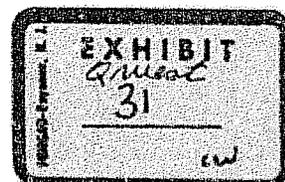


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**REBUTTAL AFFIDAVIT**  
**OF**  
**MARGARET S. BUMGARNER**  
**Checklist Item 1 – Collocation**

Margaret S. Bumgarner states as follows:

My name is Margaret S. Bumgarner. My business address is 1600 Seventh Avenue, Seattle, Washington, 98191. I am a Director in the Policy and Law organization at Qwest Corporation ("Qwest"). I submit this rebuttal affidavit in support of Qwest's application for authority to provide interLATA services originating in South Dakota.

I filed an affidavit October 24, 2001 regarding Qwest's compliance with Checklist Item 1 of Section 271 of the Telecommunications Act of 1996 ("1996 Act" or "Act") as it relates to collocation.<sup>1</sup>

In this rebuttal affidavit, I respond to testimony filed by Dr. Marlon Griffing on behalf of the staff of the Public Utilities Commission ("PUC") of South Dakota, Mr. W. Thomas Simmons on behalf of Midcontinent Communications ("Midcontinent"), and Mr. Kenneth L. Wilson on behalf of AT&T.

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

1 I. EXECUTIVE SUMMARY

2 Qwest satisfies the requirements of Section 271(c)(2)(B)(i) of the  
3 Telecommunications Act of 1996 ("1996 Act"),<sup>2</sup> and the Federal Communications  
4 Commission ("FCC") with respect to collocation. Qwest provides collocation on rates,  
5 terms and conditions that are just, reasonable and non-discriminatory. Qwest has a  
6 concrete and specific legal obligation to provide collocation pursuant to its Statement of  
7 Generally Available Terms and Conditions ("SGAT"), the KMC Telecom V. Inc.  
8 interconnection agreement,<sup>3</sup> and in the various other Commission-approved  
9 interconnection agreements with CLECs in South Dakota.

10 All forms of collocation are available to CLECs throughout South Dakota.  
11 Physical collocation is available, where space permits, at all Qwest premises that house  
12 network facilities. Qwest makes available caged, shared cage, cageless,  
13 InterConnection Distribution Frame ("ICDF"), remote and common-area-splitter  
14 collocation, all at the CLEC's option. Consistent with 47 C.F.R. § 51.323(c), Qwest  
15 allows CLECs to collocate any equipment that is necessary for interconnection or  
16 access to unbundled network elements ("UNEs"), regardless of whether the equipment  
17 also performs a switching function, provides enhanced services capabilities, or offers  
18 other functions.

---

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

<sup>3</sup> A copy of the KMC Telecom V. Inc. ("KMC") interconnection agreement is attached to Mr. Brotherson's rebuttal affidavit as Exhibit LBB-GTC-1.

1 Qwest offers collocation on a first-come, first-served basis. If space exhaustion  
2 prohibits physical collocation, Qwest will make available adjacent structure collocation.  
3 If no existing adjacent structure space is available, Qwest permits CLECs to construct  
4 or otherwise procure such an adjacent structure, on property owned or controlled by  
5 Qwest. If space later becomes available in the Qwest premises, a CLEC may, at its  
6 option, relocate its equipment to that interior space.

7 Qwest also provides for virtual collocation, in which Qwest installs and maintains  
8 equipment on behalf of a CLEC. Qwest provides virtual collocation within the same  
9 intervals as physical collocation, and installs and maintains the equipment and services  
10 at the same level of quality, as it applies to the performance of similar functions for  
11 comparable Qwest equipment.

12 Qwest's performance measures, the Performance Indicator Definitions ("PIDs"),  
13 were developed in the Regional Oversight Committee ("ROC") collaborative Section 271  
14 performance measures workshops. Those workshops, involving both Qwest and  
15 CLECs, were conducted under the auspices of the ROC that is composed of 13 state  
16 commissions in the Qwest region. Liberty Consulting Group has audited Qwest's  
17 processes and performance results and confirmed that Qwest is accurately measuring  
18 its performance for collocation.

19 In this rebuttal affidavit, I provide responses to the various issues and concerns  
20 raised by three parties. First, Midcontinent raises an issue related to a specific  
21 collocation job in Sioux Falls involving the DC power that was installed. The accuracy  
22 of the provisioning work is reviewed by the CLEC during a final walk-through with the

1 Qwest state interconnection manager and the job approval is signed for by the CLEC.  
2 Qwest's account team has been working with Midcontinent and believes that it has  
3 resolved this issue satisfactorily. Regarding Midcontinent's general concern about  
4 availability of facilities for collocation in small rural offices, Qwest is not aware of any  
5 particular facility availability problems, however, Qwest encourages Midcontinent to  
6 provide forecasts for its collocation plans.

7 The PUC staff comments on the 15 issues that were disputed issues in the Multi-  
8 State collocation workshops and AT&T provides comments on some of these same  
9 issues. AT&T raised no new issues with regard to collocation in this proceeding. In the  
10 Multi-State Final Report for Workshop One regarding collocation, the Facilitator  
11 recognized that the workshops had raised and resolved 54 collocation issues.<sup>4</sup> There  
12 were 15 issues that remained in dispute for which the Facilitator made  
13 recommendations to the state commissions. The South Dakota PUC staff supports all  
14 of the Multi-State Facilitator's recommendations. Qwest agreed to accept the  
15 recommendations of the Facilitator for 14 of the 15 issues. Qwest acceptance of the  
16 Facilitator's recommendations have been documented in Qwest's methods and  
17 procedures and revisions to the SGAT language have been made and included in the  
18 South Dakota SGAT and in the KMC interconnection agreement.

19 In this rebuttal affidavit, Qwest accepts the recommendation of Dr. Griffing, on  
20 behalf of the PUC staff, and AT&T for a 90-day collocation provisioning interval for  
21 virtual and physical collocation when conditioned space is readily available and also

---

<sup>4</sup> Workshop One – Second Report, at 52-95 (Multi-State Workshop May 15, 2001).

1 AT&T's proposal for a 45-day interval for ICDF collocation if an ICDF frame or space for  
2 a new ICDF is available. If Qwest must condition space or do major infrastructure  
3 modifications, Qwest will provide an explanation of the required conditioning or major  
4 infrastructure modifications and the length of the extended interval with the quote. If the  
5 CLEC disputes the need for and or length of the extended interval, then Qwest will  
6 petition the Commission for a waiver. Qwest believes that this resolves the collocation  
7 interval issue.

8 Qwest has addressed all of the issues raised related to collocation. Qwest has  
9 developed procedures and processes to provision collocation in accordance with the  
10 FCC's rules and policies and the performance data show that Qwest has met or  
11 exceeded the benchmark on all collocation performance measures in South Dakota.  
12 For these reasons, the South Dakota Commission should find that Qwest satisfies the  
13 requirements of Checklist Item 1 for collocation.

14 **II. ISSUES RAISED REGARDING QWEST'S COMPLIANCE WITH THE FCC'S**  
15 **REQUIREMENTS FOR CHECKLIST ITEM 1 COLLOCATION.**

16 Three parties commented on issues associated with collocation: Mr. Simmons  
17 on behalf of Midcontinent; Dr. Griffing on behalf of the staff for the South Dakota PUC;  
18 and Mr. Wilson on behalf of AT&T. I will address these issues and concerns in the  
19 following sections.

20 **A. Lack of Available Facilities.**

21 Mr. Simmons, on behalf of Midcontinent, comments on concerns regarding the  
22 availability of collocation facilities and that its planning depends on the accuracy of

1 information supplied during the feasibility study. Mr. Simmons provides as an example  
2 a situation involving a collocation job completed in Sioux Falls in 1999 and issues  
3 involving the level of DC power provided.<sup>5</sup> As Mr. Simmons indicates in his affidavit,  
4 Qwest has been working with Midcontinent to resolve this issue. Midcontinent only  
5 recently, March 7, 2002, brought this issue to the attention of its Qwest service  
6 manager.

7 Qwest has researched this issue and found that Qwest provided the level of  
8 power that Midcontinent had ordered on its collocation application which was for one  
9 feed of 60 amps, however, Qwest was billing for two 60 amp feeds. The accuracy of  
10 the collocation provisioning work is reviewed by the CLEC during a final walk-through  
11 with the Qwest state interconnection manager and the job approval is signed for by the  
12 CLEC. Neither Midcontinent nor Qwest noticed that the level of power was inaccurate  
13 on the job acceptance form and Midcontinent signed the acceptance form. Qwest's  
14 account team has been working with Midcontinent and is arranging to credit  
15 Midcontinent for the overcharges. Qwest believes that it has resolved this isolated  
16 incident satisfactorily.

17 As far as Midcontinent's general concern about possible lack of facilities for  
18 collocation in smaller communities where it intends to offer services, Qwest is not aware  
19 of any particular reason for concern, however, Qwest would encourage Midcontinent to  
20 provide a forecast of its collocation plans to allow Qwest to plan appropriately for its  
21 collocation needs.

---

<sup>5</sup> Simmons at 7.

1           **B. Product Approach to Collocation.**

2           Dr. Griffing, on behalf of the PUC staff, and Mr. Wilson, on behalf of AT&T, both  
3 comment on the availability of new products and the consistency of documentation  
4 between the SGAT and other documentation.<sup>6</sup> Qwest has agreed to make new forms of  
5 collocation immediately available while the negotiated contract amendment is going  
6 through the approval process. Dr. Griffing supports the Multi-State Facilitator's  
7 recommendation to add to the SGAT Section 8.1.1 language that allows for the terms  
8 and prices to be retroactive. Qwest agrees with that recommendation and has included  
9 the Multi-State Facilitator's recommended language in the South Dakota SGAT, the  
10 KMC interconnection agreement, and will add it to any other CLEC's interconnection  
11 agreement, if requested. The language Qwest included in Section 8.1.1 is as follows:

12           In addition, where Qwest may offer a new form of Collocation, CLEC may  
13 order that form as soon as it becomes available and under the terms and  
14 conditions pursuant to which Qwest offers it. The terms and conditions of  
15 any such offering by Qwest shall conform as nearly as circumstances allow  
16 to the terms and conditions of this Agreement. Nothing in this Agreement  
17 shall be construed as limiting the ability to retroactively apply any changes  
18 to such terms and conditions as may be negotiated by the Parties or  
19 ordered by the state Commission or any other competent authority.

20           The other related issue involves making Qwest's various documents (i.e.,  
21 technical publications, CLEC product documents, ordering forms, etc.) consistent with  
22 the SGAT. As the Multi-State Facilitator recognized the number of changes and the  
23 size and complexity of some of these documents makes it impossible to achieve perfect

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<sup>6</sup> Griffing at 33, Issue 1; Wilson at 21.

1 consistency. Qwest has done an enormous amount of work over the past year updating  
2 its documentation to reflect the numerous agreements reached in the 271 workshops.

3 Mr. Wilson provides some examples of documents asserting they show that  
4 Qwest's documents are not consistent with the SGAT and that Qwest just unilaterally  
5 alters its agreements with these written policies and documents.<sup>7</sup> Qwest does not  
6 agree with that assertion. In accordance with the Change Management Process  
7 ("CMP") processes, Qwest provides notification to CLECs a minimum of 30 days in  
8 advance when CLEC impacting changes are made. All of Qwest's CLEC  
9 documentation is available for review and comment by CLECs through the CMP.

10 The Change Management Process ("CMP") provides a means of communication  
11 between CLECs and Qwest regarding the products and services Qwest provides. The  
12 CMP is a formalized process for Qwest and CLECs to discuss Qwest-initiated and  
13 CLEC-initiated changes. As part of this process, CLECs can submit Change Requests  
14 ("CRs"), and Qwest will provide timely responses to the CRs. Changes are reviewed in  
15 regularly scheduled monthly meetings/conference calls with CLECs. The CMP provides  
16 for the distribution and review of documentation, including the product description,  
17 ordering, provisioning, billing, maintenance, repair and technical publications, etc., by  
18 CLECs. The collocation documentation has been distributed to CLECs through the  
19 CMP and is available on Qwest's wholesale website for review and comment.

20 Regarding Mr. Wilson's Exhibits A, B, C, and D, these documents are over a year  
21 old, although in his comments he leaves off the year and makes it sound like these were

---

<sup>7</sup> Wilson at 22.

1 not distributed this past January 2002. That is not the case. First, Exhibit A to Mr.  
2 Wilson's affidavit was a draft document distributed in January 2001. Based on  
3 comments from AT&T and Covad, Qwest revised that document and the revised version  
4 was posted to Qwest's website in August 2001.<sup>8</sup> Qwest has not received any  
5 comments from CLECs through the CMP process requesting changes to that document  
6 or claiming that it is inconsistent with the interconnection agreements.

7 As far as Mr. Wilson's Exhibits B, C, and D, not only are these documents over a  
8 year old but AT&T's Collocation Manager co-chaired a CMP subgroup with Qwest's  
9 Collocation Product Manager that revised these documents in collaborative sessions  
10 with CLECs. These documents have been revised and agreed to in the CMP meetings  
11 and are now posted on Qwest's wholesale Product Catalog ("PCAT") website. Exhibits  
12 MSB-COLLO-7, MSB-COLLO-8, and MSB-COLLO-9 are the current versions of these  
13 documents that were developed in the collaborative CMP meetings with the CLECs.<sup>9</sup>  
14 The AT&T Collocation Manager that co-chaired this CMP subgroup has expressed her  
15 approval of these documents and satisfaction with the collaborative process that was  
used to develop them. Qwest finds it surprising that AT&T offers these old documents

---

\* Exhibit MSB-COLLO-6 is a copy of the Network Interconnection Guidelines which is the current version of Mr. Wilson's outdated Exhibit A.

\* It should be noted that in each of these revised documents there is a specific statement that if the terms and conditions for the respective product is in the CLEC's interconnection agreement, and those terms differ from those set forth in the general product document (i.e., PCAT document), then the terms of the CLEC's interconnection agreement prevail.

1 as examples of inconsistencies with the SGAT when AT&T was quite active in the CMP  
2 group that revised these same documents.

3 Qwest agrees with the Dr. Griffing's recommendation to support the Multi-State  
4 Facilitator's resolution of this issue involving new collocation products and  
5 documentation. Qwest has included the recommended language regarding new  
6 collocation products in its SGAT, the KMC interconnection agreement,<sup>10</sup> and is willing to  
7 add it to other CLEC's interconnection agreements, if requested. In addition, as Dr.  
8 Griffing noted, these issues were further addressed in the workshops conducted  
9 regarding the general terms and conditions and bona fide request process. Mr.  
10 Brotherson will address these issues in his rebuttal affidavit regarding the general terms  
11 and conditions and bona fide request process.

12 **C. Adjacent Collocation Availability.**

13 Dr. Griffing, on behalf of the PUC staff, is the only party to comment on the issue  
14 involving making adjacent collocation available even when space in the Qwest premises  
15 is not exhausted.<sup>11</sup> Qwest provides adjacent collocation in accordance with the FCC's  
16 rules which specifically state that "An incumbent LEC must make available, where  
17 space is legitimately exhausted in a particular incumbent LEC premises, collocation in  
18 adjacent controlled environmental vaults or similar structures to the extent technically  
19 feasible." Dr. Griffing supports the Multi-State Facilitator's recommendation that  
20 concluded there was no requirement for Qwest to revise its current requirements for

<sup>10</sup> See SGAT and KMC agreement § 8.1.1.

<sup>11</sup> Griffing at 34, Issue 2.

1 adjacent collocation in the SGAT. No party in the Multi-state workshops pursued this  
2 issue and no CLEC has raised this issue in South Dakota. Thus, Qwest agrees with the  
3 recommendation and considers this issue resolved.

4 **D. Precluding Virtual Collocation at Remote Premises.**

5 Dr. Griffing, on behalf of the PUC staff, comments on providing virtual collocation  
6 at remote premises.<sup>12</sup> The Multi-State Facilitator's report proposed that Qwest should  
7 provide virtual collocation in remote premises when feasible. Dr. Griffing agrees with  
8 that recommendation and notes that Qwest has made revisions to its SGAT to allow for  
9 virtual collocation in remote premises. No CLEC has raised this issue in South Dakota.  
10 Thus, Qwest considers this issue resolved.

11 **E. Cross Connections at Multi-Tenant Environments (MTEs).**

12 Dr. Griffing, on behalf of the PUC staff, and Mr. Wilson, on behalf of AT&T,  
13 comment on requiring collocation rather than cross-connection to the network interface  
14 device ("NID") at Multi-Tenant Environments ("MTE").<sup>13</sup> As Dr. Griffing indicates,  
15 Qwest changed its position during the workshops and addressed issues involving the  
16 cross-connections to the NID in later workshops. Ms. Liston will address cross-  
17 connections to the NID in her rebuttal affidavit. With regard to requiring collocation in  
18 the MTE, Qwest does not require collocation in MTEs.

19 AT&T proposed language to be revised in the SGAT Section 8.1.1.8.1 to reflect  
20 that collocation is not required in MTEs. Qwest inadvertently included old language in

21 <sup>12</sup> Griffing at 34, Issue 3.

22 <sup>13</sup> Griffing at 35, Issue 4; Wilson at 24-28.

1 ~~in South Dakota~~ SGAT and agrees with the language proposed by AT&T.<sup>14</sup> The  
2 ~~revised language~~ proposed by AT&T was agreed to by consensus in the Multi-state  
3 ~~workshop~~ and Qwest will revise the SGAT accordingly and any CLEC's  
4 ~~interconnection~~ agreement, if the CLEC requests it. Thus, Qwest considers this issue  
5 ~~resolved~~. The language in the SGAT Section 8.1.1.8.1 will be changed as follows:

6           § 1 1 8 1           With respect to cross-connections for access to sub-loop  
7           elements in multi-tenant environments (MTE) and field connection points  
8           (FCP), the provisions concerning sub-loop access and intervals are  
9           contained in Section 9.3. This type of access and cross-connection is not  
10           collocation.

11           **F. Listing of Space-Exhausted Facilities.**

12           Dr. Griffing, on behalf of the PUC staff, comments on Qwest having to inventory  
13 ~~space~~ and report space availability information.<sup>15</sup> Qwest changed its position on this  
14 ~~issue~~. Qwest has inventoried space in all of its wire centers and includes this  
15 ~~information~~ on its website. The website information is updated within 10 days of any job  
16 ~~activity~~ impacting the space in the wire center. Dr. Griffing supports the Multi-State  
17 ~~Facilitator's~~ recommendation that Qwest should report on all wire center space, whether  
18 ~~or not~~ CLECs have inquired about collocation space in that premises. Qwest has  
19 ~~already~~ included the language recommended by the Multi-State Facilitator reflecting this  
20 ~~commitment~~ in the SGAT, and the KMC interconnection agreement<sup>16</sup> and will include it

<sup>14</sup> Wilson at 26.

<sup>15</sup> Griffing at 35, Issue 5.

<sup>16</sup> See SGAT and KMC interconnection agreement § 8.2.1.13.

1 in a CLEC's interconnection agreement, if requested. No CLEC has raised this issue in  
2 such cases. Thus, Qwest considers this issue resolved.

3 **B. Individual Case Basis (ICB) Pricing for Adjacent and Remote.**

4 Dr. Griffing, on behalf of the PUC staff, and Mr. Wilson, on behalf of AT&T,<sup>17</sup>  
5 comment on the issue raised by CLECs in the Multi-state workshops wanting  
6 standardized pricing for adjacent and remote collocation. Qwest has received no  
7 requests for adjacent collocation in any of its states. Qwest has only had minimal  
8 ability to price remote collocation. Qwest's lack of experience with these forms of  
9 collocation has made it difficult to determine standardized pricing. Qwest will bring  
10 forward in the cost proceedings standardized pricing for some of the remote collocation  
11 elements for which it now has pricing. Dr. Griffing agrees with the recommendation of  
12 the Multi-State Facilitator to include language in the SGAT that provides for states to  
13 identify elements for which standard pricing can be established. Qwest has included  
14 the recommended language in its SGAT and KMC interconnection agreement, and will  
15 include it in a CLEC's interconnection agreement, if the CLEC requests it.<sup>18</sup> AT&T  
16 suggests that these issues should be addressed in the cost proceedings. Qwest agrees  
17 standardized pricing for these types of collocation should be addressed in the cost  
18 proceedings as the appropriate rate elements are identified. Thus, Qwest considers this  
19 issue resolved.

<sup>17</sup> Griffing at 36, Issue 6.

<sup>18</sup> See SGAT and KMC agreement §§ 8.3.5 and 8.3.6.

**H. Conversion of Collocation Type – Payment of Costs.**

Dr. Griffing, on behalf of the PUC staff, comments on an issue raised by a CLEC in the Multi-state workshops involving the standardization of costs for converting from single point of termination frames to other types of collocation.<sup>19</sup> The party that raised the issue did not continue to participate in the workshops and no other CLEC pursued the issue. Dr. Griffing supports the Multi-State Facilitator's report recommending no change is required to Qwest's SGAT or its practices for recovering the costs involved with converting from one type of collocation to another. Qwest agrees with that recommendation. Qwest should be allowed to recover its costs for converting any type of collocation to another type of collocation. No CLEC has raised this issue in South Dakota. Thus, Qwest considers this issue resolved.

**I. Recovery of Training Costs.**

Dr. Griffing, on behalf of the PUC staff, comments on the issue involving whether Qwest should be able to recover costs associated with training required to provision and maintain virtually collocated equipment provided by the CLEC.<sup>20</sup> Qwest should be allowed to recover the cost of training its employees on unfamiliar equipment that is collocated by a CLEC, and which must be installed and maintained by Qwest employees. The FCC allowed LECs to recover training costs for technicians to work on

<sup>19</sup> Griffing at 37, Issue 7.

<sup>20</sup> Griffing at 37, Issue 8.

1 CLEC's virtually collocated equipment in the Expanded Interconnection Order.<sup>21</sup>  
2  
3 The Multi-State Facilitator found that it is reasonable for Qwest to be fully compensated  
4 for tracing required to install and maintain the CLEC's virtually collocated equipment.  
5 Dr. Grifing agrees with that recommendation. No CLEC has raised this issue in South  
6 Dakota. Thus, Qwest considers this issue resolved.

#### 7 J. Removal of Equipment Causing Safety Hazards.

8 Dr. Grifing, on behalf of the PUC staff, comments on Qwest's processes for  
9 removal of CLEC equipment that is a safety hazard.<sup>22</sup> Consistent with 47 C.F.R.  
10 § 91.323(a), Qwest does not impose safety or engineering requirements on the CLEC  
11 that are more stringent than the safety or engineering requirements Qwest imposes on  
12 its own equipment located on its premises.<sup>23</sup> Qwest requires collocated equipment to  
13 meet only safety and earthquake requirements that Qwest imposes on its own  
14 equipment.<sup>24</sup> As the FCC expressly permits,<sup>25</sup> Qwest requires that a CLEC's collocated  
15 equipment comply with the Network Equipment Building System ("NEBS") Level 1

<sup>21</sup> See CC Docket 91-141 and CC Docket 92-222, Report and Order and Notice of Proposed Rulemaking, released October 19, 1992, ¶144.

<sup>22</sup> Grifing at 28, Issue 9.

<sup>23</sup> See SGAT and KMC agreement § 8.2.1.8.

<sup>24</sup> See SGAT and KMC agreement § 8.2.1.17. All collocation equipment and installation must meet earthquake rating requirements contained in the Network Equipment Building System ("NEBS") – BR GR-63-CORE document. Qwest makes a list of its wire centers and their earthquake ratings available for review on the Qwest website at: <http://www.qwest.com/wholesale/pcat/collocation.html>.

<sup>25</sup> See Advanced Services Order, ¶ 36.

1 ~~general~~ equipment requirements from TR-NWT-000063 and any statutory requirements  
2 ~~(local, state or federal)~~ in effect at the time of the equipment installation or that  
3 ~~subsequently~~ become effective. Any safety and engineering standards apply to CLEC  
4 ~~equipment~~ only to the degree that they apply to Qwest equipment.<sup>26</sup>

5       Consistent with 47 C.F.R. § 51.323(b), when a safety hazard is identified, Qwest  
6 ~~provides~~ written notice to the CLEC that identifies the specific equipment and/or  
7 ~~installation~~ that is not in compliance, the NEBS Level 1 safety requirement not met by  
8 ~~the~~ equipment and/or installation, the basis for that conclusion, and a list of all  
9 ~~equipment~~ that Qwest locates at the premises. This information is accompanied by an  
10 ~~affidavit~~ attesting that all Qwest equipment meets or exceeds the safety standard Qwest  
11 ~~considers~~ the CLEC's equipment fails to meet. If the condition is not corrected in fifteen  
12 ~~calendar~~ days, Qwest may take action to correct the condition through resolution by the  
13 ~~appropriate~~ administrative agency or by a court. If there is an immediate threat to the  
14 ~~safety~~ of Qwest employees, or the physical integrity of the premises or equipment  
15 ~~therein~~, Qwest may take action as is necessary to correct the condition at the CLEC's  
16 ~~expense~~.<sup>27</sup>

17       As reported by the Multi-State Facilitator, Qwest reached consensus agreement  
18 ~~with~~ CLECs during the collaborative workshops on the terms and conditions related to  
19 ~~removal~~ of hazardous equipment. Qwest has included that language in the South  
20 ~~Dakota~~ SGAT, the KMC interconnection agreement, and will include it in a CLEC's

<sup>26</sup> See SGAT and KMC agreement § 8.2.2.5.

<sup>27</sup> See SGAT and KMC agreement § 8.2.3.10.

1 interconnection agreement, if the CLEC requests it. Dr. Griffing recommends support  
2 for the Utah State Facilitator's resolution of the issue. No CLEC has raised this issue in  
3 Utah. Thus, Qwest considers this issue resolved.

4 **K. Channel Regeneration Charges.**

5 Dr. Griffing, on behalf of the PUC staff, and Mr. Wilson, on behalf of AT&T,  
6 comment on the charging for channel regeneration.<sup>28</sup> AT&T argues that Qwest should  
7 not be allowed to charge for regeneration, at all. Qwest disagrees. Qwest should be  
8 able to charge for channel regeneration when it is unavoidable (i.e., there is no  
9 collocation space available in the premises closer that would avoid the need for channel  
10 regeneration). Channel regeneration is required when the distance from the collocation  
11 space to the Qwest network is of sufficient length to require regeneration. Regeneration  
12 enhances the signal being transmitted to ensure that it is strong enough to meet  
13 technical requirements. The selection of collocation space has practical limitations.  
14 Qwest has committed in the SGAT to provide the most efficient means of  
15 interconnection possible to ensure that to the extent possible, the CLEC's equipment is  
16 placed in such a manner as to avoid the need for signal regeneration.<sup>29</sup> However,  
17 where regeneration is unavoidable, Qwest should be able to recover its costs.  
18 Particularly in those instances when a CLEC requests interconnection with another  
19 CLEC collocated in the office, Qwest cannot ensure that a CLEC will both be close to  
20 Qwest's network and also be close to every other CLEC collocated in the office. In

21 <sup>28</sup> Griffing at 39, Issue 10; Wilson at 37.

22 <sup>29</sup> See SGAT and KMC agreement § 8.2.1.23.

1 addition, there are instances when a CLEC specifically requests regeneration when  
2 based on the industry standards regeneration would not be required.

3 Dr. Griffing supports the Multi-State Facilitator's recommendation for language to  
4 be added to the SGAT that provides for circumstances when the CLECs need not pay  
5 for regeneration. Qwest supports that recommendation and has already included the  
6 recommended language in its South Dakota SGAT, the KMC interconnection  
7 agreement,<sup>30</sup> and will include it in a CLEC's interconnection agreement, if the CLEC  
8 requests it. Qwest should be able to recover its costs of providing regeneration when  
9 there is no alternative for space that is closer to its network or to another CLEC's  
10 collocation space, and when a CLEC specifically requests regeneration but based on  
11 industry standards regeneration would not be required.

12 **L. Sharing Training Costs for Virtually Collocated Equipment.**

13 Dr. Griffing, on behalf of the PUC staff, comments on the provisions for sharing  
14 the training costs for virtually collocated equipment among CLECs using the same type  
15 of equipment.<sup>31</sup> Qwest's SGAT language only addressed sharing among two CLECs.  
16 The Multi-State Facilitator proposed a revision to the SGAT language that would prorate  
17 the costs to the number of CLECs participating. Dr. Griffing supports the Multi-State  
18 Facilitator's recommendation. Qwest has already included the Multi-State Facilitator's  
19 proposed language in the SGAT, the KMC interconnection agreement,<sup>32</sup> and will include

<sup>30</sup> See SGAT and KMC agreement § 8.3.1.9.

<sup>31</sup> Griffing at 39, Issue 11.

<sup>32</sup> See SGAT and KMC agreement § 8.3.2.2.

1    ~~it is a CLEC's~~ interconnection agreement, if the CLEC requests it. The revised  
2    ~~sentence is:~~ "Where more than one (1) CLEC in the same metropolitan area selects the  
3    ~~same virtually collocated~~ equipment, the training costs shall be prorated to each  
4    ~~according to the number of CLECs so selecting."~~ With this revised language, no CLEC  
5    ~~has raised this issue in South Dakota.~~ Thus, Qwest considers this issue resolved.

6            **M. Requiring SGAT Execution Before Collocation May Be Ordered.**

7            Dr. Griffing, on behalf of the PUC staff, comments on the issue involving a  
8    requirement that CLECs need to execute the SGAT prior to ordering collocation.<sup>33</sup>  
9    There are some basic information requirements that are necessary before allowing a  
10   CLEC to enter collocation. However, Qwest allows CLECs to begin ordering collocation  
11   while the negotiated agreement is being approved (i.e., parallel processing). Dr. Griffing  
12   supports Multi-State Facilitator's recommendation that Qwest not require execution of  
13   the SGAT (i.e., interconnection agreement) as a condition for ordering collocation.  
14   Qwest has amended the SGAT and KMC's interconnection agreement to reflect that  
15   recommendation<sup>34</sup> and will include it in a CLEC's interconnection agreement, if the  
16   CLEC requests it. No CLEC has raised this issue in South Dakota. Thus, Qwest  
17   considers this issue resolved.

18            **N. Forfeiture of Collocation Space Reservation Fees.**

19            Dr. Griffing, on behalf of the PUC Staff, and Mr. Wilson, on behalf of AT&T,  
20   comment on the provisions for a forfeiture penalty when a CLEC cancels a collocation

<sup>33</sup> Griffing at 40, Issue 12.

<sup>34</sup> See SGAT and KMC agreement § 8.4.1.1.1.

1 space reservation.<sup>35</sup> Qwest reduced the amount of the penalty from 50 percent of the  
2 nonrecurring reservation fee to 25 percent. In addition, Qwest reached consensus  
3 agreement on a lower cost alternative which is included in the SGAT. This alternative is  
4 for space options or a right of first refusal policy. The Collocation Space Option allows  
5 CLECs to secure some right to space, at least until another CLEC comes forward with a  
6 specific request for space in the form of an actual collocation application, at which time  
7 the party holding the option must either submit a collocation application or reservation,  
8 or lose the space.

9 AT&T argues that under the formal reservation of space, if the CLEC decides not  
10 to take the space, all the money should be refunded. Qwest believes there should be  
11 some consequences to avoid disingenuous use of the reservations to warehouse space  
12 and preclude other competitors, or Qwest, from legitimate use of the space. Requiring  
13 a meaningful reservation deposit ensures that requesting carriers have a stake in the  
14 reservation and are not simply warehousing collocation space. This protects not only  
15 Qwest, but also other CLECs. The FCC recognized the potential problems that can  
16 arise if CLECs are allowed to tie up space without consequences, and determined that:

17 "Restrictions on warehousing of space by interconnectors are appropriate.  
18 Because collocation space on incumbent LEC premises may be limited,  
19 inefficient use of space by one competitive entrant could deprive another  
20 entrant of the opportunity to collocate facilities or expand existing space."<sup>36</sup>

<sup>35</sup> Griffing at 40-41, Issue 13.

<sup>36</sup> Local Competition Order at ¶ 586.

1 The FCC's rules allow incumbent LECs to impose such restrictions on competing  
2 carriers: "an incumbent LEC may impose reasonable restrictions on the warehousing of  
3 unused space by collocating telecommunications carriers. . ."<sup>37</sup> Qwest's imposition of a  
4 partially refundable reservation deposit, which is applied towards the cost of collocation  
5 when the CLEC actually orders collocation, is a reasonable requirement.

6 The Multi-State Facilitator approved of the changes that Qwest made to its SGAT  
7 to include the alternative for a lower cost Collocation Space Option (i.e., the right of first  
8 refusal alternative) and reducing the penalty imposed for the cancellation of Collocation  
9 Space Reservations. Dr. Griffing supports the Multi-State Facilitator's recommendation.  
10 Qwest has already made the change to reduce the reservation fee to 25 percent<sup>38</sup> and  
11 included the consensus language for the Collocation Space Option<sup>39</sup> that was  
12 developed in the workshops in the South Dakota SGAT, the KMC interconnection  
13 agreement, and will include it in a CLEC's interconnection agreement, if the CLEC  
14 requests it.

15 **O. Collocation Intervals.**

16 Dr. Griffing, on behalf of the PUC staff, and Mr. Wilson, on behalf of AT&T,  
17 comment on the collocation intervals.<sup>40</sup> Dr. Griffing supports the Multi-State Facilitator's  
18 recommendation that rather than tying the collocation interval to the receipt of a

37 47 C.F.R. § 51.323(f)(6).

38 See SGAT and KMC agreement § 8.4.1.7.4.

39 See SGAT and KMC agreement § 8.4.1.8.

40 Griffing at 41-42, Issue 14; Wilson at 32-37.

1 forecast, the interval should be 90-days in the absence of a forecast unless Qwest  
2 obtains a waiver because of shortage of space, power, or HVAC. AT&T comments that  
3 Qwest should not be allowed longer intervals when forecasts are not provided by  
4 CLECs if there is readily available space.<sup>41</sup> Based on the resolution of this issue in  
5 Arizona which ties the shortened interval to available and conditioned space, Qwest is  
6 willing to agree to a 90-day interval in the absence of receiving a forecast.

7 Consistent with that resolution, however, Qwest does not agree that it should be  
8 required to request a waiver if special conditioning or major infrastructure modifications  
9 are required. In this case, Qwest will provision the collocation within the 120-day  
10 interval if the space is available and some conditioning is required (e.g., duct  
11 extensions). If a major infrastructure modification is required, Qwest will provide the  
12 reason for and the duration of the extended interval to the CLEC as part of the quote. If  
13 the CLEC disputes the need for and or the duration of the extended interval, then Qwest  
14 must request a waiver from the Commission. This will allow Qwest and the CLECs to  
15 determine the collocation intervals for situations involving special circumstances without  
16 the need for Commission involvement unless agreement cannot be reached.

17 This solution is supported by the resolution reached in the March 4, 2002 order  
18 by the Arizona Commission.<sup>42</sup> The Arizona Commission found:

19 "Qwest's SGAT provisioning intervals are within the FCC's interim intervals  
20 and are reasonable. However, we agree with Staff that even if a request

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<sup>41</sup> Wilson at 35.

<sup>42</sup> Arizona Corporation Commission, Docket No. T-00000A-97-0238, Decision No. 64600, (ref. March 4, 2002), ¶ 140.

1 was not forecasted, Qwest should make provide the collocation within 90  
2 days when the space is available and no special conditioning is required.  
3 Furthermore, Qwest shall notify the Commission when the FCC makes a  
4 final determination on Qwest's Request for Reconsideration at which time  
5 the Commission will determine if further SGAT revisions concerning  
6 interval limits are warranted."

7 Exhibit MSB-COLLO-12 is a copy of the revised Arizona SGAT language to  
8 comply with the March 4, 2002 Arizona order on collocation. In addition, Qwest is  
9 willing to include the intervals proposed by AT&T for ICDF collocation in the South  
10 Dakota SGAT and in a CLEC's interconnection agreement, if requested.

11 Qwest continues to support and encourage collocation forecasting to give Qwest  
12 a comprehensive picture of CLECs' future collocation needs. This allows Qwest to plan  
13 for the necessary resources to meet its commitments for completing collocation  
14 installations in a timely manner. Qwest uses the forecasts to plan for the resources  
15 necessary for: 1) engineering and related personnel to process the applications, and  
16 design and engineer the collocation request; 2) Qwest and vendor-provided installation  
17 personnel to provision the collocations; and, 3) warehousing of cabling and other  
18 common hardware for provisioning collocations. Forecasting allows Qwest to be  
19 prepared for CLECs' future ordering of collocation and for meeting its commitments.  
20 For example, Midcontinent expressed concerns about whether adequate facilities would  
21 be available in smaller rural offices and providing forecasts is one way to assist Qwest  
22 in anticipating these needs. The details surrounding the collocation forecast were

1 developed in the previous state collaborative workshops and consensus was reached  
2 on the language included in the SGAT.<sup>43</sup>

3 Qwest has committed in its SGAT and the KMC interconnection agreement that  
4 when Qwest is permitted to complete a collocation installation in an interval that is  
5 longer than the standard intervals, Qwest shall use its best efforts to minimize the  
6 extension of the intervals beyond such standard intervals.<sup>44</sup> Qwest performance results  
7 demonstrate that Qwest is minimizing the collocation intervals. Exhibits MSB-COLLO-  
8 10 and MSB-COLLO-11 are the collocation performance results for South Dakota and  
9 Regional collocation performance results through February 2002.

10 In summary, collocation forecasts give Qwest a comprehensive picture of  
11 CLECs' future collocation needs. This allows Qwest to plan its resources – Qwest  
12 engineering and installation personnel; commitments from vendors for installation  
13 technicians; warehousing of sufficient cabling and other common hardware necessary  
14 for collocation installation; and; space planning. Forecasting is essential for Qwest to  
15 be prepared for CLECs' future ordering of collocation and meet its commitments.  
16 However, Qwest accepts the recommendation of Dr. Griffing and AT&T for a 90-day  
17 collocation provisioning interval for virtual and physical collocation when conditioned  
18 space is readily available and AT&T's proposal for a 45-day interval for ICDF collocation  
19 if an ICDF frame or space for a new ICDF is available. If Qwest must condition space  
20 or do major infrastructure modifications, Qwest will provide an explanation of the

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<sup>43</sup> See SGAT and KMC agreement § 8.4.1.4.

<sup>44</sup> See SGAT and KMC agreement §§ 8.4.2.4, 8.4.3.4, 8.4.4.4.

1 required conditioning or major infrastructure modifications and with respect to the latter,  
2 the length of the extended interval with the quote. If the CLEC disputes the length of  
3 the extended interval for major infrastructure modifications, then Qwest will petition the  
4 Commission for a waiver. Qwest believes that this resolves the collocation interval  
5 issue.

6 **P. Maximum Order Volumes.**

7 Dr. Griffing, on behalf of the PUC staff, and Mr. Wilson, on behalf of AT&T,  
8 comment on the maximum number of orders before Qwest is allowed to extend the  
9 provisioning intervals for collocation.<sup>45</sup> Both Dr. Griffing and Mr. Wilson discuss the  
10 language that was used in the SGAT during the Multi-state workshops, however, that is  
11 not the language in Qwest's South Dakota SGAT or in the KMC interconnection  
12 agreement.<sup>46</sup> Qwest's current South Dakota language is as follows:

13 8.4.1.9 Should Qwest receive an extraordinary number of complex  
14 Collocation Applications within a limited time frame, Qwest shall use its  
15 best efforts to meet the intervals called for in this Agreement. If Qwest  
16 nevertheless fails to meet such intervals, Qwest must demonstrate to the  
17 Commission that such failures were due solely to the fact that Qwest  
18 received an extraordinary number of complex Collocation Applications  
19 within a limited time frame.

20 If Qwest receives an extraordinary number of complex collocation applications  
21 within a limited time frame, it will demonstrate to the South Dakota Commission that this  
22 was the cause of its failure to meet the collocation intervals. Qwest believes this  
23 satisfies the concerns raised by AT&T. Qwest has already included this language in the

\* Griffing at 42. Issue 15; Wilson at 30-31.

\* See SGAT and KMC agreement § 8.4.1.9.

1 South Dakota SGAT and the KMC interconnection agreement,<sup>47</sup> and will include it in a  
2 CLEC's interconnection agreement, if the CLEC requests it. Thus, Qwest considers this  
3 issue resolved.

4 **III. SUMMARY AND CONCLUSION**

5 As demonstrated herein, Qwest satisfies the collocation requirements of Section  
6 271(e)(2)(B)(i). Qwest provides collocation under rates, terms and conditions that are  
7 just, reasonable and nondiscriminatory under its SGAT and commission-approved  
8 individual interconnection agreements with CLECs in South Dakota. Qwest has  
9 developed specific procedures to implement collocation and to assure that it  
10 consistently provides collocation in accordance with the FCC's rules and policies.  
11 These measures ensure that CLECs have the ability to collocate their equipment at  
12 Qwest's premises and that Qwest will continue to provide additional collocation.  
13 Qwest's performance in providing collocation in South Dakota and region-wide exceeds  
14 the established benchmarks. In sum, Qwest's collocation processes, procedures,  
15 capabilities, and performance ensure that efficient competitors have a meaningful  
16 opportunity to compete in South Dakota. Based on this evidence, the South Dakota  
17 Commission should find that Qwest satisfies checklist item 1 for collocation.

18

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<sup>47</sup> See SGAT and KMC agreement § 8.4.1.9.

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  
EXHIBITS to the REBUTTAL AFFIDAVIT  
OF  
MARGARET S. BUMGARNER  
CHECKLIST ITEM 1 – COLLOCATION

April 2, 2002

INDEX TO EXHIBITS

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2  
3  
4

DESCRIPTION

EXHIBITS

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6	Collocation Cancellation Policy	MSB-COLLO-7
7	Collocation Decommission Policy	MSB-COLLO-8
8	Collocation Transfer of Responsibility	MSB-COLLO-9
9	Performance Results for Collocation in South Dakota	MSB-COLLO-10
10	Performance Results for Collocation Region-wide	MSB-COLLO-11
11	Collocation Intervals – SGAT Proposed Language	MSB-COLLO-12

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  
AFFIDAVIT  
OF  
MARGARET S. BUMGARNER  
CHECKLIST ITEM 7(I) – 911 AND E911 ACCESS

October 24, 2001

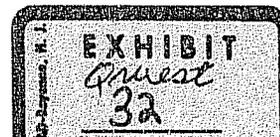


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**AFFIDAVIT**

**OF**

**MARGARET S. BUMGARNER**

**Checklist Item 7(l) - 911 and E911 Access**

Margaret S. Bumgarner states as follows:

My name is Margaret S. Bumgarner. I am a Director in the Policy and Law organization for Qwest Corporation ("Qwest"). My business address is 1600 Seventh Avenue, Seattle, Washington, 98191. 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(l) of Section 271 of the Telecommunications Act of 1996 ("1996 Act" or "Act") concerning access to 911 and E911 emergency 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 kept by Qwest in the regular course of business.<sup>2</sup>

**I. EXECUTIVE SUMMARY**

Qwest satisfies the requirements of Section 271(c)(2)(B)(vii) of the Telecommunications Act of 1996 ("1996 Act" or "Act")<sup>3</sup> and the FCC's rules as they

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

<sup>2</sup> Professional experience, education and other biographical information are set forth in Exhibit MSB-911-1.

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

1 relate to the provision of access to 911 and Enhanced 911 ("E911") services. Qwest  
2 provides competitors with nondiscriminatory access to 911 and E911 services,  
3 databases, and interconnection.

4 Qwest has concrete and specific legal obligations to provide access to 911 and  
5 E911 services pursuant to its Statement of Generally Available Terms and Conditions  
6 (SGAT) and its Commission-approved interconnection agreements. Qwest's SGAT  
7 ensures that Qwest provides 911 and E911 functions to competitive local exchange  
8 carriers ("CLECs") at parity and with the same level of accuracy, reliability, and  
9 functionality as that available to Qwest. From an end user perspective, the 911 and  
10 E911 services that CLECs provide, through access to Qwest's 911/E911 services,  
11 functions, and facilities, are indistinguishable from the 911/E911 services that Qwest  
12 provides to its own end user customers.

13 Qwest provides CLECs with documentation regarding Qwest's methods and  
14 procedures for providing access to 911/E911 services, databases, and interconnection.  
15 Qwest also provides CLECs with extensive assistance in establishing 911/E911  
16 services.

17 Qwest uses a third party, Intrado Inc. (formerly SCC Communications Corp.), to  
18 manage the E911 database for Qwest. Qwest's SGAT and Qwest's contract with  
19 Intrado both provide that Intrado administer and manage database entries for CLECs  
20 with the same accuracy and reliability as that provided for Qwest. Qwest provides  
21 database updates for reseller CLECs and CLECs using unbundled local switching in the  
22 same manner and using the same process that Qwest uses to provide updates for its

1 own retail end users. Facilities-based CLECs with their own switches make direct  
2 arrangements with Intrado for providing database updates. Qwest's SGAT establishes  
3 that Qwest, through Intrado, will provide CLECs with nondiscriminatory error correction  
4 for database records.

5 Qwest's SGAT also establishes that Qwest provides facilities-based CLECs with  
6 nondiscriminatory access to 911/E911 interconnection. For those few areas with Basic  
7 911 service, Qwest provides facilities-based CLECs with dedicated trunks from the  
8 CLEC's switch to the appropriate Public Service Answering Point ("PSAP"), or a CLEC  
9 can self-provision its 911 trunks. For E911 service, Qwest will provide facilities-based  
10 CLECs with dedicated trunks from the CLEC's switch, or the CLEC can self-provision its  
11 E911 trunks, to Qwest's control office (selective router). Qwest also provides trunk  
12 terminations at the selective router and provides switching and transmission of calls  
13 through the selective router to the appropriate PSAP that are the same as those used  
14 by Qwest to provide E911 services for its own retail customers, reseller CLECs, and  
15 CLECs using Qwest's unbundled local switching. The routing of a 911/E911 call from a  
16 CLEC-owned switch is the same as the routing of such calls from a Qwest end office.  
17 In short, therefore, CLECs have access to 911/E911 interconnection at parity with  
18 Qwest.

19 Qwest has several performance measures for 911/E911 services that measure  
20 various aspects of 911/E911 trunk installation and repair, as well as a measure for the  
21 average time required to update the E911 database. Qwest's performance measures,  
22 the Performance Indicator Definitions ("PIDs"), were developed in the Regional

1 Oversight Committee ("ROC") collaborative Section 271 performance measures  
2 workshops. Those workshops, involving both Qwest and CLECs, were conducted  
3 under the auspices of the ROC which is composed of 13 state commissions in the  
4 Qwest region. For 911 and E911 services, the performance data show that Qwest  
5 provides 911/E911 services and interconnection to competitors on a nondiscriminatory  
6 basis. There were some short delays reported on E911 trunk orders for a CLEC in  
7 South Dakota in January 2001, for non-facility reasons. These were Qwest project  
8 orders that did not impact service for the CLEC or its customers. These orders were for  
9 trunk rearrangements associated with a project deploying a new E911 tandem in Rapid  
10 City, and the delays experienced were for the installation of the new switch. There have  
11 been no 911/E911 installation delays for CLEC initiated orders, and there have been no  
12 trouble reports on CLEC 911/E911 trunks in South Dakota in the past twelve months.  
13 The performance results for 911/E911 service provided to CLECs in South Dakota show  
14 that Qwest provides access to 911/E911 service at parity or better than the service  
15 Qwest experiences on its own 911/E911 facilities. Liberty Consulting Group has also  
16 recently released its audit of Qwest's performance results and confirmed that Qwest is  
17 accurately measuring its performance in providing access to 911 and E911.

18 Qwest participated in Section 271 collaborative workshops addressing Checklist  
19 Item 7(I) in Arizona, Colorado, Oregon, Washington and in the Multi-State proceeding  
20 involving state commissions from Idaho, Iowa, Montana, New Mexico, North Dakota,  
21 Utah, and Wyoming. During these workshops, Qwest agreed to several modifications to  
22 its SGAT to accommodate CLECs' competitive concerns. All of these modifications

1 have been included in the South Dakota SGAT. In the Multi-State Paper Workshop  
2 Final Report the workshop Facilitator states that: ". . . Qwest has supported a finding  
3 that this checklist requirement has been met, subject to the completion and commission  
4 consideration of the results of any OSS testing that may relate to the item."<sup>4</sup>

5 For these reasons, Qwest satisfies the requirement of Checklist Item 7(l) that it  
6 provide nondiscriminatory access to 911 and E911 services.

7 **II. QWEST PROVIDES ACCESS TO 911 AND E911 SERVICES IN**  
8 **ACCORDANCE WITH THE 1996 ACT AND THE FCC'S RULES.**

9 Section 271(c)(2)(B)(vii) of the 1996 Act requires Bell Operating Companies  
10 ("BOCs") to provide "nondiscriminatory access to – (l) 911 and E911 services."<sup>5</sup> The  
11 FCC has concluded that "section 271 requires a BOC to provide competitors access to  
12 its 911 and E911 services in the same manner that a BOC obtains such access, i.e., at  
13 parity."<sup>6</sup>

<sup>4</sup> Paper Workshop Final Report at 5 (Multi-State Workshop Mar. 19, 2001).

<sup>5</sup> 47 U.S.C. § 271(c)(2)(B)(vii)(I).

<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, ¶ 343 (rel. June 30, 2000) ("SBC Texas Order"), citing Application of Ameritech Michigan Pursuant to Section 271 of the Communications Act of 1934, As Amended, To Provide In-Region, InterLATA Services in Michigan, Memorandum Opinion and Order, CC Docket No. 97-137, FCC 97-298, 12 FCC Rcd 20543, ¶ 256 (rel. Aug. 19, 1997) ("Ameritech Michigan Order"); see also 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

1 Qwest provides access to 911 and E911 services, databases, and  
2 interconnection pursuant to its SGAT and its Commission-approved interconnection  
3 agreements. Section 10.3 of Qwest's SGAT establishes that Qwest has concrete and  
4 specific legal obligations to provide CLECs with nondiscriminatory access to 911 and  
5 E911 services, databases, and interconnection. Qwest's SGAT was updated as a result  
6 of consensus reached in collaborative workshop processes, conducted on an open  
7 basis with full, active, and equal participation by competitors and state commission  
8 staffs. Specifically, Qwest's SGAT was updated with the input of competitors and  
9 commission staffs through collaborative Section 271 workshops in Arizona, Colorado,  
10 Oregon, Washington, and the Multi-State Section 271 workshops involving Idaho, Iowa,  
11 Montana, New Mexico, North Dakota, Utah and Wyoming. During these workshops,  
12 Qwest agreed to several modifications to its SGAT to accommodate CLECs'  
13 competitive concerns. All of these modifications have been included in the South  
14 Dakota SGAT.

15 Enhanced 911 service is available in most of South Dakota. However, three  
16 exchanges are still served by Basic 911 services. As of August 31, 2001, Qwest had  
17 provided thirteen facilities-based CLECs in South Dakota with access to E911 service  
18 with 24,992 customer line records in the E911 database. Qwest also was providing  
19 access to 911/E911 service for eight reseller CLECs and five CLECs using Qwest's  
20 unbundled switching in South Dakota.

1           **A. Background**

2           The 911/E911 services provide carriers with the ability to aggregate, switch, and  
3 transport and user emergency calls to a Public Service Answering Point ("PSAP"),  
4 which is operated by the government agency legally responsible for public safety in the  
5 state. This government agency determines the type of emergency service (i.e., Basic  
6 911 or Enhanced 911), service specifications and configurations, trunking  
7 arrangements, and funding that will be implemented. End users originate emergency  
8 calls that reach the PSAP by dialing the three-digit emergency telephone number, 9-1-1.

9           Basic 911 service routes all emergency calls made through a given central office  
10 (CO) to a single PSAP. Enhanced 911 service incorporates the Automatic Number  
11 Identification ("ANI") feature to forward the end user's telephone number to the PSAP.  
12 The E911 service uses the ANI information to retrieve the end user's name and street  
13 address from the Automatic Location Identification ("ALI") database and then forwards it  
14 to the PSAP. The ALI database is managed for Qwest by a third party,<sup>7</sup> Intrado Inc.  
15 (formerly SCC Communications Corp.). Intrado provides E911 database management  
16 services for Qwest and other local exchange carriers.

17           Qwest provides E911 service using the following components:<sup>8</sup>

- 18           • E911 Trunking: E911 trunks interconnect an end office  
19 switch - whether owned by Qwest or a CLEC - to the  
20 PSAP. E911 trunks extend from an end office switch to a  
21 selective router, with separate E911 trunks extending  
22 from the selective router to the appropriate PSAP.

7           See SGAT § 10.3.2.14.

8           Exhibit MSB-911-2 is a diagram of the E911 serving arrangement.

- E911 Selective Router: The E911 selective router acts as a tandem switch in the E911 network. It is connected by E911 trunks to each of the end office switches in the geographical area served by the router. The selective router is also connected by E911 trunks to each of the PSAPs served by the router. On a given E911 call, the selective router connects an incoming E911 trunk from an end office to an outgoing E911 trunk connecting to the appropriate PSAP.
- E911 Database: The E911 database is also known as the Automatic Location Identification/Database Management System ("ALI/DMS" or "ALI" database). The E911 database provides the PSAP with the name and street address of the calling party. As noted above, where Qwest provides E911 services, the E911 database is managed by Intrado.

Qwest provides and maintains equipment at the control office (selective router) as necessary to perform E911 services for CLECs. These services include switching E911 calls through the selective router to the appropriate PSAP and transmitting the ANI associated with a customer, as sent by the CLEC to Qwest's selective router, to the PSAP. Qwest provides and maintains sufficient dedicated E911 circuits between the control office (selective router) and the PSAP based on the requirements of the PSAP. Qwest provides CLECs with a description of the geographic area and the PSAPs served by Qwest's selective routers.

When a CLEC routes its emergency traffic from its end office switch over E911 trunks to the Qwest selective router, the CLEC must forward the ANI of the calling party. When the emergency call arrives at the selective router, a routing table will identify the PSAP associated with the end user's ANI. The selective router then forwards the E911 call along with the calling party's ANI to the designated PSAP over the E911 trunks

1 between the Qwest selective router and the PSAP. The PSAP uses the ANI to query  
2 the ALI database which responds with the end user name and address.

3 **B. Qwest Provides Competitors With Access to 911 or E911 Services At**  
4 **Parity With the Access it Provides to Itself.**

5 Qwest's SGAT and Commission-approved interconnection agreements ensure  
6 that Qwest provides 911 and E911 services and functions to CLECs at parity and with  
7 the same level of accuracy and reliability available to Qwest.<sup>9</sup> From an end user  
8 perspective, the 911 and E911 services that CLECs provide, through access to Qwest's  
9 911/E911 services, database, and facilities, are indistinguishable from the 911 and  
10 E911 services that Qwest provides to its own end user customers.

11 **Qwest Provides CLECs with Documented Methods and Procedures for**  
12 **Access to 911/E911 Services.** Qwest's methods and procedures for providing CLECs  
13 with access to 911/E911 services are based on the industry guidelines and standards  
14 developed by the National Emergency Number Association ("NENA"). These processes  
15 are documented for CLECs in Qwest's wholesale Product Catalog ("PCAT").<sup>10</sup> Qwest  
16 updates its PCAT periodically to incorporate new legal requirements, enhancements,  
17 and changes to NENA guidelines and standards.

18 **CLEC E911 Database Entries Are Maintained With The Same Accuracy And**  
19 **Reliability As Qwest's Database Entries.** The FCC has concluded that to satisfy  
20 Checklist Item 7(l) of Section 271, a BOC "must maintain the 911 database entries for

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<sup>9</sup> See SGAT § 10.3.2.1.

<sup>10</sup> The wholesale CLEC Product Catalog is available on the Qwest website at:  
[www.qwest.com/wholesale/pcat/](http://www.qwest.com/wholesale/pcat/).

1 competing [local exchange carriers] with the same accuracy and reliability that it  
2 maintains the database entries for its own customers."<sup>11</sup> Qwest's SGAT requires Qwest  
3 to provide database entries for CLECs with the same accuracy and reliability that Qwest  
4 provides for its own customers.<sup>12</sup> To fulfill this obligation, Qwest has included in its  
5 contract with Intrado requirements that Intrado provide ALI database management  
6 services to all CLECs and independent companies operating in the Qwest region in a  
7 manner that is competitively neutral to, and at parity with, that provided to Qwest.<sup>13</sup>

8 Qwest's SGAT ensures that Qwest will provide ALI database updates for reseller  
9 CLECs with the same level of accuracy and reliability as Qwest provides for its own end  
10 users.<sup>14</sup> Qwest also provides ALI database updates for CLECs using unbundled local  
11 switching in the same manner as Qwest provides ALI database updates for reseller  
12 CLECs and Qwest end users.

13 Qwest's performance measures, the Performance Indicator Definitions ("PIDs"),  
14 were developed in the Regional Oversight Committee ("ROC") collaborative Section 271  
15 performance measures workshops.<sup>15</sup> Those workshops, involving both Qwest and  
16 CLECs, were conducted under the auspices of the ROC which is composed of 13 state  
17 commissions in the Qwest region, including South Dakota. On September 25, 2001,

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<sup>11</sup> SBC Texas Order, ¶ 343; Bell Atlantic New York Order, ¶ 343.

<sup>12</sup> See SGAT § 10.3.4.1.

<sup>13</sup> Exhibit MSB-911-3 is a copy of the portion of Qwest's agreement with Intrado providing for treatment of CLECs at parity with that provided to Qwest.

<sup>14</sup> See SGAT § 10.3.5.1.

# CONTINUATION

# [2]

1 Liberty Consulting Group, an independent third party retained as part of the ROC OSS  
2 Test, completed its audit of Qwest's performance measures (PIDs) and concluded that  
3 "the audited performance measures accurately and reliably report actual Qwest  
4 performance."<sup>15</sup> Qwest has offered to have Liberty verify its audit by conducting data  
5 reconciliation with any CLEC that believes Qwest's performance data is inaccurate. No  
6 party has questioned the authenticity or accuracy of the performance data related to  
7 Checklist Item 7(l).

8 The PID, DB-1A, "Time to Update Databases," measures the average time  
9 required to update the E911 database. In June, July and August 2001, Qwest updated  
10 the E911 database for itself, resellers, and CLECs using unbundled switching with an  
11 aggregate result that averaged of 6:04, 2:18, 1:44 hours and minutes, respectively.  
12 Because the ROC has determined that Qwest provides access that is considered "parity  
13 by design," DB-1A does not have a benchmark objective. The length of time to update  
14 the E911 database is a function of the number of service orders completed (i.e., number  
15 of end user database records that need to be updated). The CLEC and Qwest E911  
16 database updates (i.e., completed service orders) are commingled and sent together in  
17 a batch data transmission at the end of each business day. Facilities-based CLECs  
18 with their own switch, like Qwest, send updates directly to Intrado through independent

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<sup>15</sup> Exhibit MSB-911-4 are the PIDs for 911/E911.

<sup>16</sup> The Liberty Consulting Group Final Report on the Audit of Qwest's Performance Measures at 2-3. The Final Audit report can be found at: <http://www.nrri.ohio-state.edu/oss/master/pid/sept/pmafinalreport.pdf>. A copy of the Audit Report is also attached to Mr. Williams' affidavit as Exhibit MGW-PERF-2.

1 arrangements with Intrado. Thus, the updates are performed in a non-discriminatory  
2 manner (i.e., "parity by design").

3 Section 10.3.6.4 of the SGAT provides for nondiscriminatory error correction for  
4 both reseller and facilities-based CLEC records entered into the ALI database. For  
5 resellers, if Intrado detects an error, it will attempt to correct it. If Intrado is unable to  
6 correct the error, Intrado contacts Qwest for error resolution. If Qwest is unable to  
7 resolve the error, Qwest will contact the reseller CLEC or CLEC using unbundled  
8 switching for resolution. For facilities-based CLECs, Intrado interfaces directly with the  
9 CLEC to resolve errors.<sup>17</sup> The database update and error correction processes for  
10 reseller and facilities-based CLECs are discussed in further detail below.

11 **Customer Records in the E911 ALI Database Are Not Removed When an**  
12 **End User Changes to a New Service Provider.** When an end user changes to a new  
13 service provider, records are not removed from the ALI database. For reseller CLECs  
14 and CLECs using Qwest unbundled local switching, the end user's existing database  
15 record will remain unchanged, unless the end user is changing its telephone number,  
16 name, or address. In that case, Qwest will send an update to Intrado.

17 For facilities-based CLECs with their own switching facilities, Intrado has  
18 instituted an industry-developed procedure for ensuring that customer records are not  
19 removed from the ALI database. Rather than removing the customer record when  
20 Qwest sends a disconnect ("migrate") order indicating that an end user has changed  
21 service providers, Intrado "unlocks" the record in the ALI database. The "unlocked"

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<sup>17</sup> See SGAT § 10.3.6.4.

1 record" remains unchanged in the database. The CLEC then sends a corresponding  
2 connect ("migrate") order to Intrado, which "locks" the record and makes the CLEC  
3 responsible for the record. These Intrado procedures ensure that an end user's  
4 information will not be removed from the E911 database for any period of time when the  
5 end user changes service providers. In addition, these procedures ensure that future  
6 updates to the end user's record can only be generated by the CLEC.

7 **Qwest's Provision of 911 and E911 Services to Reseller CLECs and CLECs**  
8 **Using Unbundled Local Switching.** Qwest provides reseller CLECs and CLECs that  
9 purchase unbundled switching with exactly the same 911 and E911 service that Qwest  
10 provides to its own customers, using the same shared transport for 911/E911 call  
11 delivery, the same service arrangements, and the same standards that Qwest uses.<sup>18</sup>  
12 These arrangements use trunking already in place: (1) between the switch and the  
13 PSAP for Basic 911 service, or (2) for E911 service, between the switch, Qwest's  
14 selective router, and the PSAP. A reseller CLEC or a CLEC purchasing unbundled  
15 local switching, therefore, need not purchase or employ any special equipment in order  
16 for its end user customers to make emergency calls through the 911 or E911 services  
17 provided by Qwest.

18 As indicated above, for E911 service, Qwest provides Intrado, the third party  
19 database administrator, with updates of customer records for resellers and CLECs  
20 using unbundled local switching using the same procedure and at the same time that it  
21 provides updates for its own retail customer records. Specifically, record updates for

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<sup>18</sup> See SGAT § 10.3.7.5.

1 Qwest, resellers, and CLECs using unbundled local switching are commingled together  
2 in the same batch files of completed service orders that Qwest sends to Intrado each  
3 evening. The service order entry system makes no distinction between Qwest end  
4 users and CLEC end users when processing the updates.

5 If the ALI database detects an error in a service order record, Intrado will attempt  
6 to correct it by accessing the information in Qwest's customer records databases. If  
7 Intrado is unable to correct the error, Intrado will contact the Qwest service center for  
8 assistance. If that is unsuccessful, Qwest will contact the CLEC for resolution.<sup>19</sup>  
9 Database errors are resolved quickly, as the established practice between Qwest and  
10 Intrado is to begin resolution of such errors within 24 hours of Intrado's receipt of the  
11 record. Although errors affect the accuracy of the 911 database, they do not affect the  
12 ability of a CLEC customer to make emergency calls to the E911 system.

13 **Qwest's Provision of 911 and E911 Services to Facilities-Based CLECs That**  
14 **Use Their Own Switching Facilities.** For facilities-based carriers, the FCC found that  
15 to comply with Section 271, the BOC must provide not only access to its 911 and E911  
16 services in the same manner that a BOC obtains such access, but also "unbundled  
17 access to [its] 911 database and 911 interconnection, including the provision of  
18 dedicated trunks from the requesting carrier's switching facilities to the 911 control office  
19 at parity with what [the BOC] provides to itself."<sup>20</sup> Qwest provides facilities-based

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<sup>19</sup> See SGAT § 10.3.6.4.

<sup>20</sup> SBC Texas Order, ¶ 343, *citing* Ameritech Michigan Order, ¶ 256; Bell Atlantic New York Order, ¶ 349.

1 CLECs with access to its 911 and E911 services, E911 database, and E911  
2 interconnection at parity with that of Qwest in its provision of 911/E911 services to its  
3 own retail customers.

4 CLECs that own their own switches provide Basic 911 service by establishing  
5 911 trunks, self-provisioned or purchased from Qwest, from their switching facilities  
6 directly to the PSAP. Each 911 call received by the CLEC is forwarded from the  
7 CLEC's switch over these trunks to the PSAP, which answers the emergency call.  
8 Generally, Qwest is not involved in this arrangement except to the extent it has  
9 provisioned the trunks between the CLEC's switch and the PSAP.

10 To provide E911 service, CLECs with their own switching facilities establish E911  
11 trunks, either self-provisioned or provided by Qwest, from their switches to Qwest's  
12 selective router in the same manner that Qwest connects its end office switches to its  
13 selective router. Qwest provides CLECs with E911 trunk terminations at the selective  
14 router. Qwest's SGAT provides for the provision of interconnection, including the  
15 provision of dedicated trunks from a CLEC end office switch to the 911 control office, at  
16 parity with what Qwest provides to itself.<sup>21</sup> Facilities-based CLECs may make direct  
17 connections to Qwest frames for E911 trunks through either a direct connection from  
18 the CLEC's switch or a direct connection from the CLEC's collocated equipment, in  
19 accordance with the FCC's rules. Qwest does not require an intermediate frame for  
20 CLEC interconnection.<sup>22</sup> CLEC and Qwest emergency calls then use the same

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<sup>21</sup> See SGAT § 10.3.7.4.

<sup>22</sup> See SGAT §§ 8.2.1.24-25.

1 selective router and the same E911 trunking facilities from the selective router to the  
2 PSAP.

3 Qwest has three performance measures for various aspects of 911/E911 trunk  
4 installation: 1) OP-3, "Installation Commitments Met," measures the percentage of  
5 911/E911 trunk orders for which the scheduled due date is met; 2) OP-4, "Installation  
6 Interval," measures the average interval (in business days) between the application date  
7 and the completion date for 911/E911 trunk service orders accepted and implemented;  
8 and, 3) OP-6A and OP-6B, "Delayed Days," measure the average number of business  
9 days that installation of 911/E911 trunk service is delayed beyond the original due date  
10 for non-facility (OP-6A) and facility (OP-6B) reasons attributed to Qwest. The  
11 Performance Indicator Definitions ("PIDs") were developed through the ROC  
12 collaborative workshops.<sup>23</sup> In South Dakota, there were non-facility related delays  
13 reported for five CLEC 911/E911 orders installed in January 2001. In an effort to  
14 improve E911 service in South Dakota, Qwest deployed a new E911 tandem switch in  
15 Rapid City on January 5, 2001. These orders were Qwest E911 project orders that did  
16 not impact service for the CLEC or its customers. These project orders were for trunk  
17 rearrangements associated with the deployment of the new E911 tandem in Rapid City,  
18 and the delays experienced were associated with the delay of the installation of the new  
19 switch from mid-December to January 5, 2001. There have been no other 911/E911  
20 orders delayed this year in South Dakota for CLECs or for Qwest. In addition, Qwest  
21 has a measure for the quality of its trunk installations with OP-5, "New Service

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<sup>23</sup> Exhibit MSB-911-4 are the PIDs for 911/E911.

1 Installation Quality," that measures the monthly average percentage of new 911/E911  
2 trunk installations that are free of trouble reports for 30 calendar days after initial  
3 installation. In South Dakota, there have been no troubles reported on the any new  
4 trunks installed in 2001.<sup>24</sup>

5 Qwest also has five performance measures for various aspects of 911/E911  
6 trunk repair and trouble clearing: 1) MR-5, "All Troubles Cleared Within 4 Hours,"  
7 measures the percentage of trouble reports that are cleared within four hours of receipt  
8 of trouble reports from CLECs or from retail customers; 2) MR-6, "Mean Time to  
9 Restore," measures the average time in hours and minutes actually taken to clear  
10 trouble reports on 911/E911 trunks; 3) MR-7, "Repair Repeat Report Rate," measures  
11 the percentage of trouble reports for 911/E911 trunks that are repeated within 30  
12 calendar days; 4) MR-8, "Trouble Rate," measures the percentage of trouble reports by  
13 product, including 911/E911 trunks, based on the number of lines in service; and 5) MR-  
14 10, "Customer and Non-Qwest Related Trouble Reports," measures the extent that  
15 trouble reports were customer related.<sup>25</sup> In South Dakota, there have been no troubles  
16 reported for CLEC 911/E911 services in the past twelve months.<sup>26</sup>

17 With respect to the ALI database, facilities-based CLECs that use their own  
18 switching facilities, like Qwest, are responsible for providing Intrado with their customer  
19 names and addresses. Such facilities-based CLECs also must provide Intrado with

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<sup>24</sup> Exhibit MSB-911-5 are the performance results for 911/E911 in South Dakota.

<sup>25</sup> See Exhibit MSB-911-4.

<sup>26</sup> See Exhibit MSB-911-5.

1 updates to their customer records so that Intrado can properly maintain the ALI  
2 database. As indicated above, the customer record update process is negotiated  
3 between the CLEC and Intrado without the involvement of Qwest.<sup>27</sup> Qwest cannot  
4 participate in this process because it does not possess the relevant customer  
5 information for such CLECs' customers.

6 For error detection and correction in the ALI database, facilities-based CLECs  
7 that use their own switching facilities, like Qwest, interface directly with Intrado. Intrado  
8 analysts are available to CLECs during normal business hours of operation to reconcile  
9 all record errors. The CLEC and Intrado may negotiate a variety of arrangements to  
10 address record updates and error detection and correction based on the individual  
11 needs of each company.<sup>28</sup>

12 **Qwest Assists New Facilities-Based CLECs in Establishing Their 911/E911**  
13 **Services.** When a new facilities-based CLEC requests service, a Qwest account  
14 manager will facilitate the CLEC's 911/E911 service implementation. Qwest will provide  
15 all of the necessary information for the CLEC to establish 911/E911 service. The  
16 information provided to CLECs includes information about PSAP contacts, PSAP  
17 locations and jurisdictions, Emergency Services Numbers, and tandem locations  
18 (selective routers).<sup>29</sup> Also, Intrado will provide the new CLEC with a copy of the Master

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<sup>27</sup> See SGAT § 10.3.4 *et seq.*

<sup>28</sup> See SGAT § 10.3.6.4.

<sup>29</sup> See SGAT §§ 10.3.2.6 - 10.3.2.7.

1 Street Address Guide ("MSAG") with updates of the MSAG provided on a quarterly  
2 basis to CLECs and Qwest.<sup>30</sup>

3 If the CLEC needs further assistance, the Qwest Account Manager will arrange a  
4 meeting for the CLEC with the PSAP representatives, Qwest 911 managers, and state  
5 regulatory representatives, as needed, to clarify specific state requirements,  
6 jurisdictional boundaries, and 911/E911 network requirements. The Qwest Account  
7 Manager also can arrange meetings for the CLEC with Qwest technical and marketing  
8 personnel to discuss the network serving arrangement and process the appropriate  
9 911/E911 trunk request forms.

10 Like Qwest, facilities-based CLECs with their own switching facilities must  
11 establish their own service arrangement with Qwest's database provider, Intrado, for  
12 loading and maintaining their subscriber information. The Qwest Account Manager will  
13 arrange for a meeting between the CLEC and Intrado if desired. Such facilities-based  
14 CLECs must also seek approval from the appropriate agencies, including PSAPs and  
15 other public agencies for their 911/E911 serving arrangements.

16 **C. 911 and E911 Trunks Are Monitored To Maintain Service Quality.**

17 Like all interconnection trunks, to ensure an appropriate grade of service for 911  
18 and E911 service provided to end users, Qwest and facilities-based CLECs must each  
19 monitor the 911/E911 trunks from their switch, and install additional trunks as required.  
20 In the event a 911 or E911 call is blocked, such blockage must be detected at the  
21 originating end office switch. That is because the blocked call does not go beyond the

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<sup>30</sup> See SGAT § 10.3.3.2.

1 originating end office switch. Both Qwest and facilities-based CLECs, therefore, must  
2 each perform studies on their 911 and E911 trunks to determine if sufficient trunks are  
3 in place to handle the emergency call volume. This blockage data is shared and  
4 discussed with the PSAP operator to ensure mutual agreement on the 911 and E911  
5 trunk group sizing requirements between the end office switches and the PSAP or the  
6 selective routers.

7 If a facilities-based CLEC determines, with approval by the PSAP operator, that  
8 its 911 or E911 trunk quantities are insufficient to handle its emergency call volume, the  
9 CLEC may place an order with Qwest for additional 911 or E911 trunks. Trunk  
10 additions are made for CLECs on the same terms that Qwest adds trunks for itself. The  
11 SGAT requires Qwest to provide trunking to CLECs, including taking corrective action to  
12 alleviate 911 and E911 trunk blockages, on a nondiscriminatory basis.<sup>31</sup>

13 **D. Qwest Protects 911 and E911 Trunks.**

14 Qwest provides CLECs with the same circuit identification and protection for  
15 911/E911 trunk circuits that it provides for its own 911 and E911 circuits.<sup>32</sup> Specifically,  
16 Qwest attaches red tags or labels to both Qwest and facilities-based CLEC 911/E911  
17 circuits in Qwest central offices to guard against accidental intrusive access. Qwest  
18 also has procedures in place to ensure that both Qwest trunks and facilities-based  
19 CLEC trunks are not deactivated without adequate notice. Before any 911/E911 trunk  
20 can be deactivated by a Qwest employee, the Qwest 911 Center must verify that a valid

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<sup>31</sup> See SGAT §§ 10.3.7.1 - 10.3.7.2.

<sup>32</sup> See SGAT § 10.3.7.1.

1 service order request has been submitted. These deactivation procedures apply  
2 uniformly to both Qwest and CLEC 911 and E911 trunks.

3 **E. Charges For CLEC Access to 911 and E911 Services.**

4 Qwest does not impose a charge on CLECs in connection with updating the  
5 E911 database. Intrado, however, may assess charges on both Qwest and facilities-  
6 based CLECs for updates to the ALI database and for other services. Qwest recovers  
7 the cost of providing 911/E911 service through the government agency responsible for  
8 the emergency service. Qwest bills its end user customers a surcharge which is set by,  
9 and remitted by Qwest to, the government agency. Qwest then bills the agency for  
10 Qwest's costs of providing the 911/E911 service. Qwest assumes CLECs do the  
11 same.<sup>33</sup>

12 **III. RESOLUTION OF ISSUES IN THE MULTI-STATE WORKSHOPS**

13 Qwest has participated in Section 271 collaborative workshops addressing  
14 Checklist Item 7(I) in Arizona, Colorado, Oregon, Washington and in the Multi-State  
15 proceeding involving state commissions from Idaho, Iowa, Montana, New Mexico, North  
16 Dakota, Utah, and Wyoming. The Multi-State 271 workshop for this Checklist Item was  
17 conducted as a "paper" workshop. CLECs, other interested parties, and commission  
18 staffs participated in the paper workshop. The interested parties and Qwest filed  
19 testimony regarding Qwest's compliance with Checklist Item 7(I). In the Multi-State  
20 Paper Workshop Final Report the workshop Facilitator states that: ". . . Qwest has

<sup>33</sup> See SGAT §§ 10.3.2.10, 10.3.2.13.

1 supported a finding that this checklist requirement has been met, subject to the  
2 completion and commission consideration of the results of any OSS testing that may  
3 relate to the item."<sup>34</sup> In addition, other states have reached a similar conclusion that  
4 Qwest satisfies the requirements for Checklist Item 7(I).<sup>35</sup> Thus far, every state  
5 commission to consider Qwest's compliance with Checklist Item 7(I) has found that  
6 Qwest complies with this Checklist Item subject to satisfactory performance in the ROC  
7 OSS test.

8 On September 25, 2001, Liberty Consulting Group, an independent third party  
9 retained as part of the ROC OSS Test, completed its audit of Qwest's performance  
10 measures (PIDs) and concluded that "the audited performance measures accurately  
11 and reliably report actual Qwest performance."<sup>36</sup> Qwest has offered to have Liberty

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<sup>34</sup> Paper Workshop Final Report at 5, 32-35 (Multi-State Workshop Mar. 19, 2001).

<sup>35</sup> 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. 62344, Findings of Fact (A.C.C. March 6, 2000), 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).

<sup>36</sup> The Liberty Consulting Group Final Report on the Audit of Qwest's Performance Measures at 2-3. The Final Audit report can be found at: <http://www.nrri.ohio->

1 verify its audit by conducting data reconciliation with any CLEC that believes Qwest's  
2 performance data is inaccurate. No party has questioned the authenticity or accuracy of  
3 the performance data related to Checklist item 7(l).

4 Also, Qwest's SGAT has been updated as the result of consensus reached in  
5 the collaborative workshop processes, conducted on an open basis with full, active, and  
6 equal participation by competitors and state commission staffs. Qwest has made the  
7 modifications to its SGAT filed in South Dakota consistent with these consensus  
8 agreements.

#### 9 IV. SUMMARY AND CONCLUSION

10 As demonstrated herein, Qwest provides CLECs with nondiscriminatory access  
11 to 911 and E911 services, databases, and interconnection in compliance with Checklist  
12 Item 7(l) of Section 271. Qwest has specific legal commitments in the SGAT and  
13 Commission-approved interconnection agreements to make nondiscriminatory access  
14 to 911/E911 available to CLECs. Qwest is providing access to 911/E911 services in  
15 South Dakota at parity and with the same level of accuracy, reliability, and functionality  
16 as that available to Qwest. Liberty Consulting Group has also audited Qwest's  
17 performance measures and found that Qwest properly reports its results for the

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[state.edu/oss/master/pid/sept/pmafinalreport.pdf](http://state.edu/oss/master/pid/sept/pmafinalreport.pdf). A copy of the Audit Report is  
also attached to Mr. Williams' affidavit as Exhibit MGW-PERF-2.

- 1 measures relevant to Checklist Item 7(l). Therefore, the South Dakota Commission
- 2 should find that Qwest satisfies Checklist Item 7(l) for access to 911 and E911 service.

Being first duly sworn upon oath, 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 15th day of October, 2001.

Margaret S. Bumgarner  
Margaret S. Bumgarner

STATE OF WASHINGTON

COUNTY OF KING

Subscribed and sworn to before me this 15th day of October, 2001.

Clyde H. McPherson  
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  
MARGARET S. BUMGARNER  
CHECKLIST ITEM 7(I) – 911 AND E911 ACCESS

October 24, 2001

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INDEX TO EXHIBITS

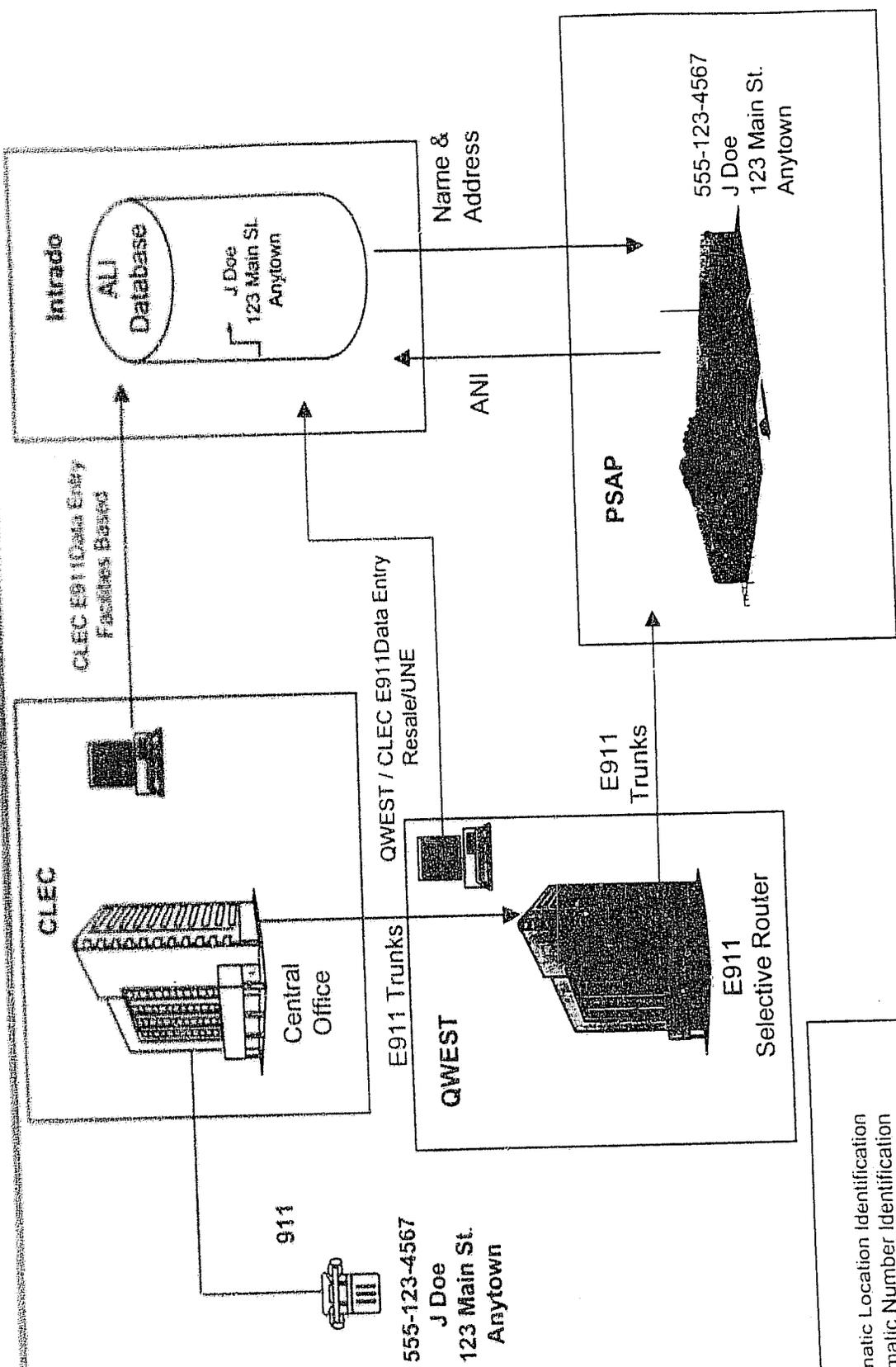
<u>DESCRIPTION</u>	<u>EXHIBIT</u>
Witness Qualifications .....	MSB-911-1
E911 Diagram.....	MSB-911-2
Intrado Inc. (formerly SCC Corporation) contract amendment.....	MSB-911-3
Performance Indicator Definitions ("PIDs") for 911/E911 .....	MSB-911-4
Performance Results for 911/E911 for South Dakota .....	MSB-911-5



1 records kept by Qwest in the regular course of business. Specifically, my experience  
2 has allowed me to develop an expertise in several Section 271 checklist areas such that  
3 I have testified in the Section 271 workshops in Arizona, Colorado, Oregon,  
4 Washington, and the joint seven-state ("Multi-State") workshops involving Idaho, Iowa,  
5 Montana, New Mexico, North Dakota, Utah, and Wyoming. I also participated in the  
6 Section 271 proceedings in Nebraska.

7 Through my testimony in the Section 271 workshops, I have directly participated  
8 in the development and evolution of the terms and conditions of Qwest's Statement of  
9 Generally Available Terms and Conditions ("SGAT"). These workshops and  
10 proceedings were part of a collaborative process, conducted on an open basis with the  
11 full, active, and equal participation by CLECs and state commission staffs. A significant  
12 part of this process has involved responding to issues and concerns raised by  
13 competitive local exchange carriers ("CLECs") and revising the SGAT when possible to  
14 address their needs. I have also been responsible for ensuring that the resolution of  
15 issues raised by CLECs have been integrated into the documentation of Qwest's  
16 processes, methods and procedures provided to CLECs, that apply in each state of  
17 Qwest's 14-state region.

# ENHANCED 911



Legend:  
 ALI - Automatic Location Identification  
 ANI - Automatic Number Identification  
 PSAP - Public Safety Answering Point  
 UNE - Unbundled Network Elements

**AMENDMENT #14  
TO THE AGREEMENT FOR SERVICES BETWEEN  
SCC COMMUNICATIONS CORP. AND  
U S WEST COMMUNICATIONS, INC.  
(PARITY)**

This Amendment #14 dated November 1, 1999, is executed by and between SCC Communications Corp., ("SCC") and U S WEST Communications, Inc. ("USWC"), collectively referred to herein as "the parties" and modifies the agreement (number 9500050239) between the parties executed on December 28, 1995 (the "Agreement") in the manner provided herein.

Whereas it is the parties' desire to modify the Agreement by expressing their commitment to provide 911 database management services described in the Agreement to all competitive local exchange carriers (CLECs) and independent companies (ICOs) that operate as CLECs in the USWC region (collectively referred to herein as "CLECs"), in a manner that is competitively neutral to, and in parity with, USWC; and

Whereas the parties wish to supercede Amendment 13 which relates to these matters, along with that certain letter agreement dated August 27, 1999 and that certain letter agreement dated September 30, 1999; and

Whereas the parties have set forth herein the manner in which they wish to accomplish these commitments, purposes and goals.

Therefore, in consideration of the foregoing, the parties agree to modify the Agreement as follows:

- I. Services Defined.** As used herein, "Services" means the following basic E911 database management services relating to a particular CLEC's records:
- \* Service order input (SOI) receipt (electronic and facsimile)
  - \* Transaction Services System (TSS) SOI processing including Master Street Address Guide (MSAG) validation
  - \* TSS audit history of the records of a CLEC under a Separate Agreement as requested by that CLEC
  - \* TSS database updates of the records of a CLEC under a Separate Agreement as requested by that CLEC
  - \* USWC ALI database updates of the records of a CLEC under a Separate Agreement as requested by that CLEC
  - \* USWC ALI audit history of the records of a CLEC under a Separate Agreement as requested by that CLEC
  - \* USWC Selective Router updates of the records of a CLEC under a Separate Agreement as requested by that CLEC

- Confirmation of electronically transmitted SOI file processing and return of errors
- LNP processing
- NPA splits
- Switch Re-homes
- Customer support during normal business hours
- MSAG updates

**2. Parity Defined.** As used herein, "Parity" means the circumstance, described herein, under which SCC will provide access to the Services to any CLEC that operates within the USWC serving area and that requests such Services. Parity will include the provision of Services in a manner that is equal to or more favorable (to CLECs) than the access, terms and conditions under which SCC provides Services to USWC.

The parties recognize that USWC is required to have access to certain information from the TSS and ALI databases for non-USWC E911 subscriber records pursuant to certain regulatory and contractual obligations. SCC's obligation to provide such access to USWC is described in the Agreement, and nothing herein shall obligate SCC to provide USWC with any more or less access to such information than that which is set forth in the Agreement. Except with respect to SCC's obligation to maintain the confidentiality of a CLEC's E911 subscriber records pursuant to the terms and conditions of a Separate Agreement, and except as may be prohibited by the terms and conditions of the Agreement, nothing herein shall affect USWC's ability to obtain such information for these regulatory and contractual purposes. Nothing herein shall obligate SCC to provide CLECs access to such information for E911 subscriber records of end users other than their own.

**3. SCC's Obligation To Provide Services Under Parity Conditions.** SCC will provide the Services under Parity conditions, subject to the following conditions:

(a) USWC currently provides, and will continue to provide, E911 subscriber records of certain CLEC's end users among the E911 subscriber records of USWC's end users that USWC provides to SCC. SCC agrees to treat all E911 subscribers records provided by USWC at Parity, regardless of whether the E911 subscriber records are for CLEC end users or USWC end users. Certain CLECs currently receive services directly from SCC, and in the future other CLECs may find it necessary or preferable to receive services directly from SCC. SCC agrees to provide Services to such CLECs at Parity, as defined in this Amendment. To the extent that USWC knows that a CLEC finds it necessary or preferable to receive services directly from SCC, USWC will give SCC reasonable, written notice. SCC shall be permitted to negotiate and enter into agreements directly with such CLECs independent of any control or influence by USWC ("Separate Agreements").

(b) The parties acknowledge that a reasonable time will be required for SCC to provide Services requested by each CLEC via a Separate Agreement. SCC shall be given a reasonable period of time to enter into Separate Agreements and to implement the Services requested

"Parity Readiness"). SCC warrants that it will use its reasonable efforts, and will act in good faith, to facilitate the execution of Separate Agreements and achieve Parity Readiness. The parties hereto acknowledge that, to a significant degree, such CLECs must cooperate with SCC and USWC in this regard in order for these purposes to be accomplished.

(c) It is not the intent of this Amendment to change or modify the business relationships between CLECs and SCC under Separate Agreements or the relationships between USWC and those CLECs whose E911 subscriber records are included along with the E911 subscriber records of USWC. It is not the intent of this Amendment to change or modify the business relationships between PSAPs and USWC, CLECs or SCC. It is not the intent of this Amendment to change the business relationship between USWC and SCC. It is not the intent of this Amendment to modify or change the ownership interests of any party regarding subscriber records. It is not the intent of this Amendment to modify or change the Agreement regarding ownership interests of any party regarding subscriber records. The intent of this Amendment is limited to SCC's agreement to treat all E911 subscriber records provided by USWC at Parity, regardless of whether the E911 subscriber records are for CLEC end users or USWC end users and SCC's agreement to provide Services at Parity for those CLECs with Separate Agreements.

(d) It being understood by the parties that SCC is not a regulated entity as USWC is, notwithstanding any provision herein to the contrary, SCC's obligations hereunder shall be determined by the Agreement as amended, and under no circumstances shall Parity be deemed to impose a contractual or other requirement on SCC that it provide a level of service that exceeds that which is governed by this Agreement or applicable law or regulation, and except as otherwise provided herein, SCC shall not be restricted in establishing such levels of service and associated pricing.

**4. Pricing Schedule.** SCC shall establish a base-line pricing schedule for the Services which schedule will be offered in connection with Separate Agreements ("Pricing Schedule"), and except as otherwise provided herein, SCC shall have sole discretion and control over same.

**5. SCC Discretion To Determine Methods For Achieving Parity:**

(a) SCC will have sole discretion as to the technological and operational means by which the Services are made available to CLECs under conditions of Parity. USWC agrees that it will not be a party to or third party beneficiary of any Separate Agreements.

(b) The manner in which SCC will perform under this Amendment shall not constitute a breach of the terms and conditions of the Agreement. The parties agree that, except as is otherwise expressly modified by the provisions hereof, the parties' respective obligations following the execution of this Amendment will be governed by the Agreement.

**6. Indemnification.** USWC will indemnify SCC as against all claims or suits by CLECs or other third parties alleging that the provision of Parity by SCC violates any law, regulation, contract or any other binding authority.

**7. Neutral Third Party.** Upon achieving Parity Readiness, SCC will act as a neutral party on behalf of and as between USWC, CLECs and other relevant parties. If, pursuant to law, regulation or order of a government agency having competent jurisdiction, USWC is compelled to demonstrate the elements that underlie Parity, SCC will provide its reasonable cooperation in connection with such demonstration, which cooperation shall include making SCC's relevant records and procedures available for reasonable audit inspections by such authorities.

**8. General.** The parties agree that Amendment 13, along with that certain letter agreement dated August 27, 1999 and that certain letter agreement dated September 30, 1999, are hereby superseded in their entirety. Except as may otherwise be expressly provided herein, nothing herein shall increase or diminish either Party's obligations as set forth in the Agreement, including USWC's obligations to comply with regulatory or contractual requirements, if any, relating to system integration or basic emergency service provider functions. This Amendment shall become part of the Agreement effective as of the date fully executed by both Parties. All terms and conditions of the Agreement that are not inconsistent herewith and not modified by this Amendment #14 shall remain unaffected and in full force and effect.

WITNESSETH, the parties have indicated their acceptance and agreement to the terms and conditions of this Addendum as indicated by the signatures of the authorized individuals below.

**U S WEST COMMUNICATIONS, INC.**

**SCC COMMUNICATIONS CORP.**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

Kathryn G. Duncan - Director 11/1/99  
Printed Name and Title

[Carol Nelson - CFO 11/1/99]  
Printed Name and Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

### OP-3 - Installation Commitments Met

<b>Purpose:</b> Evaluates the extent to which Qwest installs services for Customers by the scheduled due date.	
<b>Description:</b> Measures the percentage of orders for which the scheduled due date is met.	
<ul style="list-style-type: none"> <li>All inward orders (Change, New, and Transfer order types) assigned a due date by Qwest and which are completed/closed during the reporting period are measured, subject to exclusions specified below. Change order types included in this measurement consist of all C orders representing inward activity (with "I" and "T" action coded line USOCs).<sup>NOTE 1</sup> Also included are orders with customer-requested due dates longer than the standard interval.</li> <li>Completion date on or before the Applicable Due Date recorded by Qwest is counted as a met due date. The Applicable Due Date is the original due date or, if changed or delayed by the customer, the most recently revised due date, subject to the following: If Qwest changes a due date for Qwest reasons, the Applicable Due Date is the customer-initiated due date, if any, that is (a) subsequent to the original due date and (b) prior to a Qwest-initiated, changed due date, if any.</li> </ul>	
<b>Reporting Period:</b> One month	<b>Unit of Measure:</b> Percent
<b>Reporting Comparisons:</b> CLEC aggregate, individual CLEC and Qwest Retail results	<b>Disaggregation Reporting:</b> Statewide level. <ul style="list-style-type: none"> <li>Results for product/services listed in Product Reporting under "MSA-Type Disaggregation" will be reported according to orders involving:             <ul style="list-style-type: none"> <li>OP-3A Dispatches within MSAs;</li> <li>OP-3B Dispatches outside MSAs; and</li> <li>OP-3C No dispatches.</li> </ul> </li> <li>Results for products/services listed in Product Reporting under "Zone-type Disaggregation" will be disaggregated according to installations:             <ul style="list-style-type: none"> <li>OP-3D In Interval Zone 1 areas; and</li> <li>OP-3E In Interval Zone 2 areas.</li> </ul> </li> </ul>
<b>Formula:</b> $\left( \frac{\text{Total Orders completed in the reporting period on or before the Applicable Due Date}}{\text{Total Orders Completed in the Reporting Period}} \right) \times 100$	
<b>Explanation:</b> The percent commitments met is obtained by dividing the total number of service orders completed on or before the Applicable Due Date (as defined in the description above) by the total number of service orders completed during the measurement period.	
<b>Exclusions:</b> <ul style="list-style-type: none"> <li>Disconnect, From (another form of disconnect) and Record order types.</li> <li>Due dates missed for standard categories of customer and non-Qwest reasons. Standard categories of customer reasons are: previous service at the location did not have a customer-requested disconnect order issued, no access to customer premises, and customer hold for payment. Standard categories of non-Qwest reasons are: Weather, Disaster, and Work Stoppage.</li> <li>Records involving official company services.</li> <li>Records with invalid due dates or application dates.</li> <li>Records with invalid completion dates.</li> <li>Records with invalid product codes.</li> <li>Records missing data essential to the calculation of the measurement per the PID.</li> </ul>	
<b>Product Reporting:</b>	<b>Standards:</b>
<b>MSA-Type Disaggregation -</b>	
• Resale	
Residential single line service	Parity with retail service
Business single line service	Parity with retail service
Centrex	Parity with retail service
Centrex 21	Parity with retail service
OSO (non-designed provisioning)	Parity with retail service

PBX Trunks (non-designed provisioning)	Parity with retail service
Primary ISDN (non-designed provisioning)	Parity with retail service
Basic ISDN (non-designed provisioning)	Parity with retail service
Qwest DSL (non-designed provisioning)	Parity with retail service
• Unbundled Network Element – Platform (UNE-P) (POTS)	Parity with like retail service
• Unbundled Loops:	
Analog Loop (non-designed provisioning)	90%
• Shared Loop/Line Sharing	Diagnostic
• Sub-Loop Unbundling	Diagnostic
Zone-Type Disaggregation -	
• Resale	
Primary ISDN (designed provisioning)	Parity with retail service
Basic ISDN (designed provisioning)	Parity with retail service
DS0 (designed provisioning)	Parity with retail service
DS1	Parity with retail service
PBX Trunks (designed provisioning)	Parity with retail service
Qwest DSL (designed provisioning)	Parity with retail service
DS3 and higher bit-rate services (aggregate)	Parity with retail service
Frame Relay	Parity with retail service
• LIS Trunks	Parity with Feature Group D (aggregate)
• Unbundled Dedicated Interoffice Transport (UDIT)	
UDIT – DS1 level	Parity with retail DS1 Private Line
UDIT – Above DS1 level	Parity with retail Private Lines above DS1 level
Dark Fiber – IOF	Diagnostic
• Unbundled Loops:	
Analog Loop (designed provisioning)	90%
Non-loaded Loop (2-wire)	90%
Non-loaded Loop (4-wire)	Parity with retail DS1 Private Line
DS1-capable Loop	Parity with retail DS1 Private Line
ISDN-capable Loop	Parity with retail ISDN BRI
ADSL-qualified Loop	90%
Loop types of DS3 and higher bit-rates (aggregate)	Parity with retail DS3 and higher bit-rate Private Line services (aggregate)
Dark Fiber – Loop	Diagnostic
Loops with Conditioning	90%
• E911/911 Trunks	Parity with retail E911/911 Trunks
• Enhanced Extended Links (EELs)	Diagnostic
Availability: Available	<b>Notes:</b> 1. Prior to Aug 01 results the specified Change order types (i.e., with "I" & "T" action codes) included some orders that do not strictly represent additional lines (in both wholesale and retail results). Specifically these include changes to existing lines, such as conversions, number changes, PIC changes, and class of service changes. Beginning with Aug 01 results Qwest developed the capability to exclude "Change" service orders that do not involve installation of lines.

**OP-4 - Installation Interval**

<p><b>Purpose:</b>          Evaluates the timeliness of Qwest's installation of services for customers, focusing on the average time to install service.</p>	
<p><b>Description:</b>          Measures the average interval (in business days) <sup>NOTE 1</sup> between the application date and the completion date for service orders accepted and implemented.</p> <ul style="list-style-type: none"> <li>• Includes all inward orders (Change, New, and Transfer order types) assigned a due date by Qwest and which are completed/closed during the reporting period, subject to exclusions specified below. Change order types for additional lines consist of all C orders representing inward activity (with "I" and "T" action coded line USOCs). <sup>NOTE 2</sup></li> <li>• Intervals for each measured event are counted in whole days: the application date is day zero (0); the day following the application date is day one (1).</li> <li>• The Applicable Due Date is the original due date or, if changed or delayed by the customer, the most recently revised due date, subject to the following: If Qwest changes a due date for Qwest reasons, the Applicable Due Date is the customer-initiated due date, if any, that is (a) subsequent to the original due date and (b) prior to a Qwest-initiated, changed due date, if any. <sup>NOTE 3</sup></li> <li>• Time intervals associated with customer-initiated due date changes or delays occurring after the Applicable Due Date, as applied in the formula below, are calculated by subtracting the latest Qwest-initiated due date, if any, following the Applicable Due Date, from the subsequent customer-initiated due date, if any. <sup>NOTE 3</sup></li> </ul>	
<p><b>Reporting Period:</b> One month</p>	<p><b>Unit of Measure:</b> Average Business Days</p>
<p><b>Reporting Comparisons:</b>          CLEC          Aggregate          Individual CLEC          and Qwest          Retail results</p>	<p><b>Disaggregation Reporting:</b> Statewide level.</p> <ul style="list-style-type: none"> <li>• Results for product/services listed in Product Reporting under "MSA-Type Disaggregation" will be reported according to orders involving:              OP-4A Dispatches within MSAs;              OP-4B Dispatches outside MSAs; and              OP-4C No dispatches.</li> <li>• Results for products/services listed in Product Reporting under "Zone-type Disaggregation" will be disaggregated according to installations:              OP-4D In Interval Zone 1 areas; and              OP-4E In Interval Zone 2 areas.</li> </ul>
<p><b>Formula:</b>  <math display="block">\frac{2[(\text{Order Completion Date}) - (\text{Order Application Date}) - (\text{Time interval between the Original Due Date and the Applicable Date}) - (\text{Time intervals associated with customer-initiated due date changes or delays occurring after the Applicable Due Date})]}{\text{Total Number of Orders Completed in the reporting period}}</math></p>	
<p><b>Explanation:</b> The average installation interval is derived by dividing the sum of installation intervals for all orders (in business days) <sup>NOTE 1</sup> by total number of service orders completed in the reporting period.</p>	
<p><b>Exclusions:</b></p> <ul style="list-style-type: none"> <li>• Orders with customer requested original due dates greater than the current standard interval. (This exclusion does not apply to LIS trunks, E911 and products involving dispatches reported under "MSA-Type Disaggregation," for which orders for all requested intervals are included. These exceptions to this exclusion will be removed as Qwest develops the corresponding measurement capability, at which time this definition will be updated.)</li> <li>• Disconnect From (another form of disconnect) and Record order types.</li> <li>• Records involving official company services.</li> <li>• Records with invalid due dates or application dates.</li> <li>• Records with invalid completion dates.</li> <li>• Records with invalid product codes.</li> <li>• Records missing data essential to the calculation of the measurement per the PID.</li> </ul>	
<p><b>Product Reporting:</b>          MSA-Type Disaggregation -</p>	<p><b>Standards:</b></p>

<b>* Retail</b>	
Residential single line service	Parity with retail service
Business single line service	Parity with retail service
Centrex	Parity with retail service
Centrex 21	Parity with retail service
DSO (non-designed provisioning)	Parity with retail service
PBX Trunks (non-designed provisioning)	Parity with retail service
Primary ISDN (non-designed provisioning)	Parity with retail service
Basic ISDN (non-designed provisioning)	Parity with retail service
Qwest DSL (non-designed provisioning)	Parity with like retail service
<b>* Unbundled Network Element - Platform (UNE-P1 (POTS))</b>	
<b>* Unbundled Loops:</b>	
Analog Loop (non-designed provisioning)	6 days
* Shared Loop/Line Sharing	Diagnostic
* Sub-Loop Unbundling	Diagnostic
<b>Zone-Type Disaggregation -</b>	
<b>* Retail</b>	
Primary ISDN (designed provisioning)	Parity with retail service
Basic ISDN (designed provisioning)	Parity with retail service
DSO (designed provisioning)	Parity with retail service
DS1	Parity with retail service
PBX Trunks (designed provisioning)	Parity with retail service
Qwest DSL (designed provisioning)	Parity with retail service
DS3 and higher bit-rate services (aggregate)	Parity with retail service
Frame Relay	Parity with retail service
* LIS Trunks	Parity with Feature Group D (aggregate)
<b>* Unbundled Dedicated Interoffice Transport (UDIT)</b>	
UDIT - DS1 level	Parity with DS1 Private Line Service
UDIT - Above DS1 level	Parity with Private Lines above DS1 level
Dark Fiber - IOF	Diagnostic
<b>* Unbundled Loops:</b>	
Analog Loop (designed provisioning)	6 days
Non-loaded Loop (2-wire)	6 days
Non-loaded Loop (4-wire)	Parity with retail DS1 Private Line
DS1-capable Loop	Parity with retail DS1 Private Line
ISDN-capable Loop	Parity with retail ISDN BRI
ADSL-qualified Loop	6 days
Loop types of DS3 and higher bit-rates (aggregate)	Parity with retail DS3 and higher bit-rate services (aggregate)
Dark Fiber - Loop	Diagnostic
Loops with Conditioning	16.5 days
* E911/911 Trunks	Parity with retail E911/911 Trunks
* Enhanced Extended Links (EELs)	Diagnostic
<b>Availability:</b>	<b>Notes:</b>
Available:	1. Saturday is counted as a business day when the service order is completed on Saturday.
	2. Prior to Aug 01 results the specified Change order types (i.e., with "I" & "T" action codes) included some orders that do not strictly represent additional lines (in both wholesale and retail results). Specifically these include

changes to existing lines, such as conversions, number changes, PIC changes, and class of service changes. Beginning with Aug 01 results Qwest developed the capability to exclude "Change" service orders that do not involve installation of lines.

3. According to this definition, the Applicable Due Date can change, per successive customer-initiated due date changes or delays, up to the point when a Qwest-initiated due date change occurs. At that point, the Applicable Due Date becomes fixed (i.e., with no further changes) as the date on which it was set prior to the first Qwest-initiated due date change, if any. Following the first Qwest-initiated due date change, any further customer-initiated due date changes or delays are measured as time intervals that are subtracted as indicated in the formula. These delay time intervals are calculated as stated in the description. (Though infrequent, in cases where multiple Qwest-initiated due date changes occur, the stated method for calculating delay intervals is applied to each pair of Qwest-initiated due date change and subsequent customer-initiated due date change or delay. The intervals thus calculated from each pairing of Qwest and customer-initiated due dates are summed and then subtracted as indicated in the formula.) The result of this approach is that Qwest-initiated impacts on intervals are counted in the reported interval, and customer-initiated impacts on intervals are not counted in the reported interval.

### OP-6 – Delayed Days

**Purpose:**  
 Evaluates the extent Qwest is late in installing services for customers, focusing on the average number of days that late orders are completed beyond the committed due date.

**Description:**  
 OP-6A – Measures the average number of business days <sup>NOTE 1</sup> that service is delayed beyond the Applicable Due Date for non-facility reasons attributed to Qwest.

- Includes all inward orders (Change, New, and Transfer order types) that are completed/closed during the reporting period, later, due to non-facility reasons, than the Applicable Due Date recorded by Qwest, , subject to exclusions specified below.

OP-6B – Measures the average number of business days <sup>NOTE 1</sup> that service is delayed beyond the Applicable Due Date for facility reasons attributed to Qwest.

- Includes all inward orders (Change, New, and Transfer order types) that are completed/closed during the reporting period later due to facility reasons than the original due date recorded by Qwest, subject to exclusions specified below.

For both OP-6A and OP-6B:

- Change order types for additional lines consist of "C" orders with "I" and "T" action coded line USOCs. <sup>NOTE 2</sup>
- The Applicable Due Date is the original due date or, if changed or delayed by the customer, the most recently revised due date, subject to the following: If Qwest changes a due date for Qwest reasons, the Applicable Due Date is the customer-initiated due date, if any, that is (a) subsequent to the original due date and (b) prior to a Qwest-initiated, changed due date, if any. <sup>NOTE 3</sup>
- Time intervals associated with customer-initiated due date changes or delays occurring after the Applicable Due Date, as applied in the formula below, are calculated by subtracting the latest Qwest-initiated due date, if any, following the Applicable Due Date, from the subsequent customer-initiated due date, if any. <sup>NOTE 3</sup>

**Reporting Period:** One month      **Unit of Measure:** Average Business Days

<p><b>Reporting Comparisons:</b>          CLEC aggregate, individual CLEC and Qwest Retail results</p>	<p><b>Disaggregation Reporting:</b> Statewide level.</p> <ul style="list-style-type: none"> <li>Results for products/services listed under Product Reporting under "MSA-type Disaggregation" will be reported for OP-6A and OP-6B according to orders involving:             <ol style="list-style-type: none"> <li>Dispatches within MSAs;</li> <li>Dispatches outside MSAs; and</li> <li>No dispatches.</li> </ol> </li> <li>Results for products/services listed in Product Reporting under "Zone-type Disaggregation" will be disaggregated according to installations:             <ol style="list-style-type: none"> <li>In Interval Zone 1 areas; and</li> <li>In Interval Zone 2 areas.</li> </ol> </li> </ul>
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**Formula:**  
 OP-6A =  $\frac{\sum[(\text{Actual Completion Date of late order for non-facility reasons}) - (\text{Applicable Due Date of late order}) - (\text{Time intervals associated with customer-initiated due date changes or delays occurring after the Applicable Due Date})]}{(\text{Total Number of Late Orders for non-facility reasons completed in the reporting period})}$   
 OP-6B =  $\frac{\sum[(\text{Actual Completion Date of late order for facility reasons}) - (\text{Applicable Due Date of late order})] - (\text{Time intervals associated with customer-initiated due date changes or delays occurring after the Applicable Due Date})}{(\text{Total Number of Late Orders for facility reasons completed in the reporting period})}$

**Exclusions:**

- Disconnect, From (another form of disconnect) and Record order types.
- Records involving official company services.
- Records with invalid due dates or application dates.

<ul style="list-style-type: none"> <li>Records with invalid completion dates.</li> <li>Records with invalid product codes.</li> <li>Records missing data essential to the calculation of the measurement per the PID.</li> </ul>	
<b>Product Reporting:</b>	<b>Standards:</b>
<b>MSA-Type Disaggregation -</b>	
<ul style="list-style-type: none"> <li>Resale -           <ul style="list-style-type: none"> <li>Residential single line service</li> <li>Business single line service</li> <li>Centrex</li> <li>Centrex 21</li> <li>DS0 (non-designed provisioning)</li> <li>PBX Trunks (non-designed provisioning)</li> <li>Primary ISDN (non-designed provisioning)</li> <li>Basic ISDN (non-designed provisioning)</li> <li>Qwest DSL (non-designed provisioning)</li> </ul> </li> <li>Unbundled Network Element - Platform (UNE-P) (POTS)</li> <li>Unbundled Loops:           <ul style="list-style-type: none"> <li>Analog Loop (non-designed provisioning)</li> <li>Shared Loop/Line Sharing</li> <li>Sub-Loop Unbundling</li> </ul> </li> </ul>	<ul style="list-style-type: none"> <li>Parity with retail service</li> <li>Parity with like retail service</li> <li>Parity with retail Res and Bus POTS with dispatch</li> <li>Diagnostic</li> <li>Diagnostic</li> </ul>
<b>Zone-type Disaggregation -</b>	
<ul style="list-style-type: none"> <li>Resale           <ul style="list-style-type: none"> <li>Primary ISDN (designed provisioning)</li> <li>Basic ISDN (designed provisioning)</li> <li>DS0 (designed provisioning)</li> <li>DS1</li> <li>PBX Trunks (designed provisioning)</li> <li>Qwest DSL (designed provisioning)</li> <li>DS3 and higher bit-rate services (aggregate)</li> <li>Frame Relay</li> </ul> </li> <li>LIS Trunks</li> <li>Unbundled Dedicated Interoffice Transport (UDIT)           <ul style="list-style-type: none"> <li>UDIT - DS1 level</li> <li>UDIT - Above DS1 level</li> <li>Dark fiber - IOF</li> </ul> </li> <li>Unbundled Loops:           <ul style="list-style-type: none"> <li>Analog Loop (designed provisioning)</li> <li>Non-loaded Loop (2-wire)</li> <li>Non-loaded Loop (4-wire)</li> <li>DS1-capable Loop</li> <li>ISDN-capable Loop</li> <li>ADSL-qualified Loop</li> <li>Loop types of DS3 and higher bit-rates (aggregate)</li> <li>Dark Fiber - Loop</li> </ul> </li> <li>E911/911 Trunks</li> <li>Enhanced Extended Links (EELs)</li> </ul>	<ul style="list-style-type: none"> <li>Parity with retail service</li> <li>Parity with Feature Group D (aggregate)</li> <li>Parity with retail DS1 Private Line- Service</li> <li>Parity with retail Private Line- Services above DS1 level</li> <li>Diagnostic</li> <li>Parity with retail Res and Bus POTS with dispatch</li> <li>Parity with retail ISDN BRI</li> <li>Parity with retail DS1 Private Line</li> <li>Parity with retail DS1 Private Line</li> <li>Parity with retail ISDN BRI</li> <li>Parity with retail Qwest DSL, with dispatch</li> <li>Parity with retail DS3 and higher bit-rate Private Line services (aggregate)</li> <li>Diagnostic</li> <li>Parity with retail E911/911 Trunks</li> <li>Diagnostic</li> </ul>
<b>Availability:</b> Available	<b>Notes:</b> <ol style="list-style-type: none"> <li>Saturday is counted as a business day when the service order is completed on Saturday.</li> <li>Prior to Aug 01 results the specified Change order types (i.e., with "I" &amp; "T")</li> </ol>

action codes) included some orders that do not strictly represent additional lines (in both wholesale and retail results). Specifically these include changes to existing lines, such as conversions, number changes, PIC changes, and class of service changes. Beginning with Aug 01 results Qwest developed the capability to exclude "Change" service orders that do not involve installation of lines.

3. According to this definition, the Applicable Due Date can change, per successive customer-initiated due date changes or delays, up to the point when a Qwest-initiated due date change occurs. At that point, the Applicable Due Date becomes fixed (i.e., with no further changes) as the date on which it was set prior to the first Qwest-initiated due date change, if any. Following the first Qwest-initiated due date change, any further customer-initiated due date changes or delays are measured as time intervals that are subtracted as indicated in the formula. These delay time intervals are calculated as stated in the description. (Though infrequent, in cases where multiple Qwest-initiated due date changes occur, the stated method for calculating delay intervals is applied to each pair of Qwest-initiated due date change and subsequent customer-initiated due date change or delay. The intervals thus calculated from each pairing of Qwest and customer-initiated due dates are summed and then subtracted as indicated in the formula.) The result of this approach is that Qwest-initiated impacts on intervals are counted in the reported interval, and customer-initiated impacts on intervals are not counted in the reported interval.

### OP-15 – Interval for Pending Orders Delayed Past Due Date

<b>Purpose:</b> Evaluates the extent to which Qwest's pending orders are late, focusing on the average number of days the pending orders are delayed past the Applicable Due Date, as of the end of the reporting period.	
<b>Description:</b> OP-15A – Measures the average number of business days that pending orders are delayed beyond the Applicable Due Date for reasons attributed to Qwest.	
<ul style="list-style-type: none"> <li>Includes all pending inward orders (Change, New, and Transfer order types) for which the Applicable Due Date recorded by Qwest has been missed, subject to exclusions specified below. Change order types included in this measurement consist of all "C" orders representing inward activity (with "I" and "T" action coded line USOCs).<sup>NOTE 2</sup></li> <li>The Applicable Due Date is the original due date or, if changed or delayed by the customer, the most recently revised due date, subject to the following: If Qwest changes a due date for Qwest reasons, the Applicable Due Date is the customer-initiated due date, if any, that is (a) subsequent to the original due date and (b) prior to a Qwest-initiated, changed due date, if any.<sup>NOTE 3</sup></li> <li>Time intervals associated with customer-initiated due date changes or delays occurring after the Applicable Due Date, as applied in the formula below, are calculated by subtracting the latest Qwest-initiated due date, if any, following the Applicable Due Date, from the subsequent customer-initiated due date, if any.<sup>NOTE 3</sup></li> </ul>	
OP-15B – Reports the number of pending orders measured in the numerator of OP-15A that were delayed for Qwest facility reasons.	
<b>Reporting Period:</b> One month	<b>Unit of Measure:</b> OP-15A – Average Business Days OP-15B – Number of orders pending facilities
<b>Reporting Comparisons:</b> CLEC aggregate, individual CLEC, Qwest retail	<b>Disaggregation Reporting:</b> Statewide level.
<b>Formula:</b> $OP-15A = \frac{\sum[(\text{Last Day of Reporting Period}) - (\text{Applicable Due Date of Late Pending Order}) - (\text{Time intervals associated with customer-initiated due date changes or delays occurring after the Applicable Due Date})]}{(\text{Total Number of Pending Orders Delayed for Qwest reasons as of the last day of Reporting Period})}$ $OP-15B = (\text{Count of pending orders measured in numerator of OP-15A that were delayed for Qwest facility reasons})$	
<b>Exclusions:</b> <ul style="list-style-type: none"> <li>Disconnect, From (another form of disconnect) and Record order types.</li> <li>Records involving official company services.</li> <li>Records with invalid due dates or application dates.</li> <li>Records with invalid product codes.</li> <li>Records missing data essential to the calculation of the measurement per the PID.</li> </ul>	
<b>Product Reporting:</b>	<b>Standards: OP-15B = diagnostic only</b> For OP-15A:
• Resale	
Residential single line service	Diagnostic (Expectation: Parity with retail service)
Business single line service	Diagnostic (Expectation: Parity with retail service)
Centrex	Diagnostic (Expectation: Parity with retail service)
Centex 21	Diagnostic (Expectation: Parity with retail service)
PBX Trunk	Diagnostic (Expectation: Parity with retail service)
Basic ISDN	Diagnostic (Expectation: Parity with retail service)
Qwest DSL	Diagnostic (Expectation: Parity with retail service)
Primary ISDN	Diagnostic (Expectation: Parity with retail service)
DS0	Diagnostic (Expectation: Parity with retail service)
DS1	Diagnostic (Expectation: Parity with retail service)
DS3 and higher bit-rate services (aggregate)	Diagnostic (Expectation: Parity with retail service)

Frame Relay	Diagnostic (Expectation: Parity with retail service)
* Unbundled Network Element – Platform (UNE-P) (POTS)	Diagnostic (Expectation: Parity with retail service)
* Shared Loop/Line Sharing	Diagnostic
* Sub-Loop Unbundling	Diagnostic
* LIS Trunks	Diagnostic (Expectation: Parity with Feature Group D (aggregate)) (separately reported)
* Unbundled Dedicated Interoffice Transport (UDIT)	
UDIT – DS1 level	Diagnostic (Expectation: Parity with DS1 Private Line-Service)
UDIT – Above DS1 level	Diagnostic (Expectation: Parity with Private Line-Services above DS1 level)
Dark Fiber – IOF	Diagnostic
* Unbundled Loops:	
Analog Loop	Diagnostic (Expectation: Parity with retail Res and Bus POTS with dispatch)
Non-loaded Loop (2-wire)	Diagnostic (Expectation: Parity with retail ISDN BRI)
Non-loaded Loop (4-wire)	Diagnostic (Expectation: Parity with retail DS1)
DS1-capable Loop	Diagnostic (Expectation: Parity with retail DS1)
ISDN-capable Loop	Diagnostic (Expectation: Parity with ISDN-BRI)
ADSL-qualified Loop	Diagnostic (Expectation: Parity with retail Qwest DSL with dispatch)
Loop types of DS3 or higher bit rate (aggregate)	Diagnostic (Expectation: Parity with retail DS3 and higher bit-rate services (aggregate))
Dark Fiber – Loop	Diagnostic
* E911/911 Trunks	Diagnostic (Expectation: Parity with retail E911/911 Trunks)
* Enhanced Extended Links (EELs)	Diagnostic
Availability: Available	<p><b>Notes:</b></p> <ol style="list-style-type: none"> <li>1. Through Jan 01 results reported include products that flow through the design process only. Beginning with Feb 01, results reported include both design flow and non-design flow for products.</li> <li>2. Prior to Aug 01 results the specified Change order types (i.e., with "I" &amp; "T" action codes) included some orders that do not strictly represent additional lines (in both wholesale and retail results). Specifically these include changes to existing lines, such as conversions, number changes, PIC changes, and class of service changes. Beginning with Aug 01 results Qwest developed the capability to exclude "Change" service orders that do not involve installation of lines.</li> <li>3. According to this definition, the Applicable Due Date can change, per successive customer-initiated due date changes or delays, up to the point when a Qwest-initiated due date change occurs. At that point, the Applicable Due Date becomes fixed (i.e., with no further changes) as the date on which it was set prior to the first Qwest-initiated due date change, if any. Following the first Qwest-initiated due date change, any further customer-initiated due date changes or delays are measured as time intervals that are subtracted as indicated in the formula. These delay time intervals are calculated as stated in the description. (Though infrequent, in cases where multiple Qwest-initiated due date changes occur, the stated method for calculating delay intervals is applied to each pair of Qwest-initiated due date change and subsequent customer-initiated due date change or delay. The intervals thus calculated from each pairing of Qwest and customer-initiated due dates are summed and then subtracted as indicated in the formula.) The result of this approach is that Qwest-initiated impacts on intervals are counted in the reported interval, and customer-initiated impacts on intervals are not counted in the reported interval.</li> </ol>

### MR-5 -- All Troubles Cleared within 4 hours

**Purpose:**  
 Evaluates timeliness of repair for specified services, focusing on all trouble reports of all types (including out of service and service affecting troubles) and on the number of such trouble reports cleared within the standard estimate for specified services (i.e., 4 hours).

**Description:**  
 Measures the percentage of trouble reports for specified services that are cleared within 4 hours of receipt of trouble reports from CLECs or from retail customers.

- Includes all trouble reports, closed during the reporting period, which involve a specified service, subject to exclusions specified below.
- Time measured is from date and time of receipt to date and time trouble is cleared.

<b>Reporting Period:</b> One month	<b>Unit of Measure:</b> Percent
<b>Reporting Comparisons:</b> CLEC aggregate, individual CLEC and Qwest Retail results	<b>Disaggregation Reporting:</b> Statewide level. Results for listed products will be disaggregated according to trouble reports: MR-5A In Interval Zone 1 areas; and MR-5B In Interval Zone 2 areas.

**Formula:**  

$$\left[ \frac{\text{Number of Trouble Reports closed in the reporting period that are cleared within 4 hours}}{\text{Total Trouble Reports closed in the reporting period}} \right] \times 100$$

**Exclusions:**

- Trouble reports coded as follows:
  - For products measured using WFA (Workforce Administration) data (products listed for Zone-type disaggregation) trouble reports coded to trouble codes for Carrier Action (IEC) and Customer Provided Equipment (CPE).
- Subsequent trouble reports of any trouble before the original trouble report is closed.
- Information tickets generated for internal Qwest system/network monitoring purposes.
- Time delays due to "no access" are excluded from repair time.
- Trouble reports on the day of installation before the installation work is reported by the technician/installer as complete.
- Records involving official company services.
- Records with invalid trouble receipt dates.
- Records with invalid cleared or closed dates.
- Records with invalid product codes.
- Records missing data essential to the calculation of the measurement per the PID.

Product Reporting:	Standards:
<b>Zone-Type Disaggregation -</b>	
• <b>Resale:</b>	•
Primary ISDN	Parity with retail service
DS0	Parity with retail service
DS1	Parity with retail service
DS3 and higher bit-rate services (aggregate)	Parity with retail service
Frame Relay	Parity with retail service
• LIS Trunks	Parity with Feature Group D (aggregate)
• Unbundled Dedicated Interoffice Transport (UDIT)	
UDIT - DS1 level	Parity with DS1 Private Line Service
UDIT - Above DS1 level	Parity with Private Line- Services above DS1 level
• Unbundled Loops:	
Non-loaded Loop (4-wire)	Parity with retail DS1
DS1-capable Loop	Parity with retail DS1

Loop types of DS3 and higher bit-rates (aggregate)	Parity with retail DS3 and higher bit-rate services (aggregate)
* E911/911 Trunks	Parity with retail E911/911 Trunks
* Enhanced Extended Links (EELs)	Diagnostic
Availability: Available	Notes:

## MR-6 -- Mean Time to Restore

<b>Purpose:</b> Evaluates timeliness of repair, focusing how long it takes to restore services to proper operation.	
<b>Description:</b> Measures the time actually taken to clear trouble reports. <ul style="list-style-type: none"> <li>• Includes all trouble reports closed during the reporting period, subject to exclusions specified below.</li> <li>• Includes customer direct reports, customer-relayed reports, and test assist reports that result in a trouble report.</li> <li>• Time measured is from date and time of receipt to date and time trouble is cleared.</li> </ul>	
<b>Reporting Period:</b> One month	<b>Unit of Measure:</b> Hours and Minutes
<b>Reporting Comparisons:</b> CLEC aggregate, individual CLEC and Qwest Retail results	<b>Disaggregation Reporting:</b> Statewide level. <ul style="list-style-type: none"> <li>• Results for product/services listed in Product Reporting under "MSA-Type Disaggregation" will be reported according to trouble reports involving:             <ul style="list-style-type: none"> <li>MR-6A Dispatches within MSAs;</li> <li>MR-6B Dispatches outside MSAs; and</li> <li>MR-6C No dispatches.</li> </ul> </li> <li>• Results for products/services listed in Product Reporting under "Zone-type Disaggregation" will be disaggregated according to trouble reports involving:             <ul style="list-style-type: none"> <li>MR-6D In Interval Zone 1 areas; and</li> <li>MR-6E In Interval Zone 2 areas.</li> </ul> </li> </ul>
<b>Formula:</b> $\frac{\sum (\text{Date \& Time Trouble Report Cleared}) - (\text{Date \& Time Trouble Report Opened})}{\text{Total number of Trouble Reports closed in the reporting period}}$	
<b>Exclusions:</b> <ul style="list-style-type: none"> <li>• Trouble reports coded as follows:             <ul style="list-style-type: none"> <li>• For products measured from MTAS data (products listed for MSA-type disaggregation), trouble reports coded to disposition codes for: Customer Action (6); Non-Telco Plant (11); Trouble Beyond the Network Interface (12); and Miscellaneous - Non-Dispatch, non-Qwest (includes CPE, Customer Instruction, Carrier, Alternate Provider (13);</li> <li>• For products measured from WFA (Workforce Administration) data (products listed for Zone-type disaggregation) trouble reports coded to trouble codes for Carrier Action (IEC) and Customer Provided Equipment (CPE).</li> </ul> </li> <li>• Subsequent trouble reports of any trouble before the original trouble report is closed.</li> <li>• Information tickets generated for internal Qwest system/network monitoring purposes.</li> <li>• Time delays due to "no access" are excluded from repair time for products/services listed in Product Reporting under "Zone-type Disaggregation".</li> <li>• For products measured from MTAS data (products listed for MSA-type disaggregation), trouble reports involving a "no access" delay.</li> <li>• Trouble reports on the day of installation before the installation work is reported by the technician/installer as complete.</li> <li>• Records involving official company services.</li> <li>• Records with invalid trouble receipt dates.</li> <li>• Records with invalid cleared or closed dates.</li> <li>• Records with invalid product codes.</li> <li>• Records missing data essential to the calculation of the measurement per the PID.</li> </ul>	
<b>Product Reporting:</b>	<b>Standards:</b>
<b>MSA-Type Disaggregation -</b>	
<ul style="list-style-type: none"> <li>• Resale</li> </ul>	
<ul style="list-style-type: none"> <li>• Residential single line service</li> </ul>	Parity with retail service
<ul style="list-style-type: none"> <li>• Business single line service</li> </ul>	Parity with retail service
<ul style="list-style-type: none"> <li>• Centrex</li> </ul>	Parity with retail service
<ul style="list-style-type: none"> <li>• Centrex 21</li> </ul>	Parity with retail service
<ul style="list-style-type: none"> <li>• PBX Trunks</li> </ul>	Parity with retail service

Basic ISDN	Parity with retail service
* Unbundled Network Element – Platform (UNE-P) (POTS)	Parity with like retail service
* Shared Loop/Line Sharing	Parity with RES and BUS POTS
* Sub-Loop Unbundling	Diagnostic
<b>Zone-Type Disaggregation -</b>	
* <b>Resale</b>	
Qwest DSL	Parity with retail service
Primary ISDN	Parity with retail service
DS0	Parity with retail service
DS1	Parity with retail service
DS3 and higher bit-rate services (aggregate)	Parity with retail service
Frame Relay	Parity with retail service
* LIS Trunks	Parity with Feature Group D (aggregate)
* Unbundled Dedicated Interoffice Transport (UDIT)	
UDIT – DS1 level	Parity with retail DS1 Private Line
UDIT – Above DS1 level	Parity with retail Private Lines above DS1 level
Dark Fiber – IOF	Diagnostic
* Unbundled Loops:	
Analog Loop	Parity with retail Res and Bus POTS
Non-loaded Loop (2-wire)	Parity with retail ISDN BRI
Non-loaded Loop (4-wire)	Parity with retail DS1 Private Line
DS1-capable Loop	Parity with retail DS1 Private Line
ISDN-capable Loop	Parity with retail ISDN BRI
ADSL-qualified Loop	Parity with retail Qwest DSL
Loop types of DS3 and higher bit-rates (aggregate)	Parity with retail DS3 and higher bit-rate Private Line services (aggregate)
Dark Fiber – Loop	Diagnostic
* E911/911 Trunks	Parity with retail E911/911 Trunks
* Enhanced Extended Links (EELs)	Diagnostic
<b>Availability:</b> Available (except as noted below) Under Development: Retail comparable for Shared Loop/Line Sharing - TBD	<b>Notes:</b> Saturday is counted as a business day when the repair is completed on Saturday.

**MR-7 - Repair Repeat Report Rate**

**Purpose:**  
 Evaluates the accuracy of repair actions, focusing on the number of repeated trouble reports received for the same trouble within a specified period (30 calendar days).

**Description:**  
 Measures the percentage of trouble reports that are repeated within 30 days on end user lines and circuits.

- Includes all trouble reports closed during the reporting period that are received within thirty (30) days of the previous trouble report for the same service (regardless of whether the report is about the same type of trouble for that service), subject to exclusions specified below.
- In determining same service Qwest will compare the end user telephone number or circuit number of the trouble reports with reports received in the prior 30 days.
- Includes reports due to Qwest network or system causes, customer-direct and customer-relayed reports.

The 30-day period applied in the numerator of the formula below is from the date and time that the immediately preceding trouble report is closed to the date and time that the next, or "repeat" trouble report is received (i.e., opened).

**Reporting Period:** One month      **Unit of Measure:** Percent

<p><b>Reporting Comparisons:</b>          CLEC aggregate, individual CLEC and Qwest Retail results</p>	<p><b>Disaggregation Reporting:</b> Statewide level.</p> <ul style="list-style-type: none"> <li>• Results for product/services listed in Product Reporting under "MSA-Type Disaggregation" will be reported according to trouble reports involving:              MR-7A Dispatches within MSAs;              MR-7B Dispatches outside MSAs; and              MR-7C No dispatches.</li> </ul> <p>Results for products/services listed in Product Reporting under "Zone-type Disaggregation" will be disaggregated according to trouble reports involving:              MR-7D In Interval Zone 1 areas; and              MR-7E In Interval Zone 2 areas.</p>
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**Formula:**  

$$\left( \frac{\text{Total repeated trouble reports closed within the reporting period that were received within 30 calendar days of when the preceding initial trouble report closed}}{\text{Total number of Trouble Reports Closed in the reporting period}} \right) \times 100$$

- Exclusions:**
- Trouble reports coded as follows:
    - For products measured from MTAS data (products listed for MSA-type disaggregation), trouble reports coded to disposition codes for: Customer Action (6); Non-Telco Plant (11); Trouble Beyond the Network Interface (12); and Miscellaneous - Non-Dispatch, non-Qwest (includes CPE, Customer Instruction, Carrier, Alternate Provider (13);
    - For products measured from WFA (Workforce Administration) data (products listed for Zone-type disaggregation) trouble reports coded to trouble codes for Carrier Action (IEC) and Customer Provided Equipment (CPE).
  - Subsequent trouble reports of any trouble before the original trouble report is closed
  - Information tickets generated for internal Qwest system/network monitoring purposes.
  - Trouble reports on the day of installation before the installation work is reported by the technician/installer as complete.
  - Records involving official company services.
  - Records with invalid trouble receipt dates.
  - Records with invalid cleared or closed dates.
  - Records with invalid product codes.
  - Records missing data essential to the calculation of the measurement per the PID.

Product Reporting:	Standards:
<b>MSA-Type Disaggregation -</b>	
• Retail	
Residential single line service	Parity with retail service
Business single line service	Parity with retail service

Centrex	Parity with retail service
Centrex 21	Parity with retail service
PBX Trunks	Parity with retail service
Basic ISDN	Parity with retail service
• Unbundled Network Element – Platform (UNE-P) (POTS)	Parity with like retail service
• Shared Loop/Line Sharing	Diagnostic
• Sub-Loop Unbundling	Diagnostic
<b>Zone-Type Disaggregation -</b>	
• Resale	
Qwest DSL	Parity with retail service
Primary ISDN	Parity with retail service
DS0	Parity with retail service
DS1	Parity with retail service
DS3 and higher bit-rate services (aggregate)	Parity with retail service
Frame Relay	Parity with retail service
• LIS Trunks	Parity with Feature Group D (aggregate)
• Unbundled Dedicated Interoffice Transport (UDIT)	
UDIT – DS1 level	Parity with retail DS1 Private Line
UDIT – Above DS1 level	Parity with retail Private Lines above DS1 level
Dark Fiber – IOF	Diagnostic
• Unbundled Loops:	
Analog Loop	Parity with retail Res and Bus POTS
Non-loaded Loop (2-wire)	Parity with retail ISDN BRI
Non-loaded Loop (4-wire)	Parity with retail DS1 Private Line
DS1-capable Loop	Parity with retail DS1 Private Line
ISDN-capable Loop	Parity with retail ISDN BRI
ADSL-qualified Loop	Parity with retail Qwest DSL
Loop types of DS3 and higher bit-rates (aggregate)	Parity with retail DS3 and higher bit-rate Private Line services (aggregate)
Dark Fiber – Loop	Diagnostic
• E911/911 Trunks	Parity with retail E911/911 Trunks
• Enhanced Extended Links (EELs)	Diagnostic
<b>Availability:</b>	<b>Notes:</b>
Available	

## MR-8 – Trouble Rate

<b>Purpose:</b> Evaluates the overall rate of trouble reports as a percentage of the total installed base of the service or element.	
<b>Description:</b> Measures trouble reports by product and compares them to the number of lines in service. <ul style="list-style-type: none"> <li>• Includes all trouble reports closed during the reporting period, subject to exclusions specified below.</li> <li>• Includes all applicable trouble reports, including those that are out of service and those that are only service-affecting.</li> </ul>	
<b>Reporting Period:</b> One month	<b>Unit of Measure:</b> Percent
<b>Reporting Comparisons:</b> CLEC aggregate, individual CLEC and Qwest Retail results	<b>Disaggregation Reporting:</b> Statewide level.
<b>Formula:</b> $\left[ \frac{\text{Total number of trouble reports closed in the reporting period involving the specified service grouping}}{\text{Total number of the specified services that are in service in the reporting period}} \right] \times 100$	
<b>Exclusions:</b> <ul style="list-style-type: none"> <li>• Trouble reports coded as follows:           <ul style="list-style-type: none"> <li>• For products measured from MTAS data, trouble reports coded to disposition codes for: Customer Action (6); Non-Telco Plant (11); Trouble Beyond the Network Interface (12); and Miscellaneous – Non-Dispatch, non-Qwest (includes CPE, Customer Instruction, Carrier, Alternate Provider (13);</li> <li>• For products measured from WFA data trouble reports coded to trouble codes for Carrier Action (IEC) and Customer Provided Equipment (CPE).</li> </ul> </li> <li>• Subsequent trouble reports of any trouble before the original trouble report is closed.</li> <li>• Information tickets generated for internal Qwest system/network monitoring purposes.</li> <li>• Trouble reports on the day of installation before the installation work is reported by the technician/installer as complete.</li> <li>• Records involving official company services.</li> <li>• Records with invalid trouble receipt dates.</li> <li>• Records with invalid cleared or closed dates.</li> <li>• Records with invalid product codes.</li> <li>• Records missing data essential to the calculation of the measurement per the PID.</li> </ul>	
<b>Product Reporting:</b>	<b>Standards:</b>
• Resale	
Residential single line service	Parity with retail service
Business single line service	Parity with retail service
Centrex <sup>NOTE 1</sup>	Parity with retail service
Centrex 21 <sup>NOTE 1</sup>	Parity with retail service
PBX Trunks	Parity with retail service
Basic ISDN <sup>NOTE 2</sup>	Parity with retail service
Qwest DSL	Parity with Qwest DSL service
Primary ISDN <sup>NOTE 2</sup>	Parity with retail service
DS0	Parity with retail service
DS1	Parity with retail service
DS3 and higher bit-rate services (aggregate)	Parity with retail service
Frame Relay	Parity with retail service
• Unbundled Network Element – Platform (UNE-P) (POTS)	Parity with like retail service
• Shared Loop/Line Sharing	Parity with RES and BUS POTS

• Sub-Loop Unbundling	Diagnostic
• LIS Trunks	Parity with Feature Group D (aggregate)
• Unbundled Dedicated Interoffice Transport (UDIT)	
UDIT – DS1 level	Parity with retail DS1 Private Line Service
UDIT – Above DS1 level	Parity with retail Private Lines above DS1 level
Dark Fiber – IOF	Diagnostic
• Unbundled Loops:	
Analog Loop	Parity with retail Res and Bus POTS
Non-loaded Loop (2-wire)	Parity with retail ISDN BRI
Non-loaded Loop (4-wire)	Parity with retail DS1 Private Line
DS1-capable Loop	Parity with retail DS1 Private Line
ISDN-capable Loop	Parity with retail ISDN BRI
ADSL-qualified Loop	Parity with retail Qwest DSL
Loop types of DS3 and higher bit-rates (aggregate)	Parity with retail DS3 and higher bit-rate services (aggregate)
Dark Fiber – Loop	Diagnostic
• E911/911 Trunks	Parity with retail E911/911 Trunks
• Enhanced Extended Links (EELs)	Diagnostic
<b>Availability:</b>	<b>Notes:</b>
• Available (except as noted below)	1. Prior to Mar 01 data Centrex and Centrex 21 results were reported combined under the Centrex heading.
• Under Development:	2. Prior to Mar 01 data Resale Basic and Primary ISDN results were reported combined under the Resale ISDN POTS heading.
• Retail comparable for Shared Loop/Line Sharing - TBD	

### MR-10 – Customer and Non-Qwest Related Trouble Reports

<b>Purpose:</b> Evaluates the extent that trouble reports were customer related, and provides diagnostic information to help address potential issues that might be raised by the core maintenance and repair performance indicators.	
<b>Description:</b> Measures the percentage of all trouble reports that are attributed to the customer as a percentage of all trouble reports resolved during the reporting period, subject to exclusions specified below. Includes trouble reports closed during the reporting period coded as follows: <ul style="list-style-type: none"> <li>• For products measured from MTAS data, trouble reports coded to disposition codes for: Customer Action (6); Non-Telco Plant (11); Trouble Beyond the Network Interface (12); and Miscellaneous – Non-Dispatch, non-Qwest (includes CPE, Customer Instruction, Carrier, Alternate Provider (13); and trouble reports involving a "no access" delay for MSA type disaggregated products.</li> <li>• For products measured from WFA (Workforce Administration) data trouble reports coded to trouble codes for Carrier Action (IEC) and Customer Provided Equipment (CPE).</li> </ul>	
<b>Reporting Period:</b> One month	<b>Unit of Measure:</b> Percent
<b>Reporting Comparisons:</b> CLEC aggregate, individual CLEC and Qwest Retail results	<b>Disaggregation Reporting:</b> Statewide level.
<b>Formula:</b> (Number of Trouble Reports coded to disposition codes specified above) / (Total Number of Trouble Reports Closed in the Reporting Period)	
<b>Exclusions:</b> <ul style="list-style-type: none"> <li>• Subsequent trouble reports of any trouble before the original trouble report is closed</li> <li>• Information tickets generated for internal Qwest system/network monitoring purposes</li> <li>• Records involving official company services.</li> <li>• Records with invalid trouble receipt dates.</li> <li>• Records with invalid cleared or closed dates.</li> <li>• Records with invalid product codes.</li> <li>• Records missing data essential to the calculation of the measurement per the PID.</li> <li>• Trouble reports on the day of installation before the installation work is reported by the technician/installer as complete.</li> </ul>	
<b>Product Reporting:</b>	<b>Standards:</b>
• <b>Resale</b>	
Residential single line service	Diagnostic
Business single line service	Diagnostic
Centrex	Diagnostic
Centrex 21	Diagnostic
PBX Trunks	Diagnostic
Basic ISDN	Diagnostic
Qwest DSL	Diagnostic
• Unbundled Network Element – Platform (UNE-P) (POTS)	Diagnostic
• <b>Resale</b>	
Primary ISDN	Diagnostic
DS0	Diagnostic
DS1	Diagnostic
DS3 and higher bit-rate services (aggregate),	Diagnostic
Frame Relay	Diagnostic
• LIS Trunks	Diagnostic
• Unbundled Dedicated Interoffice Transport	

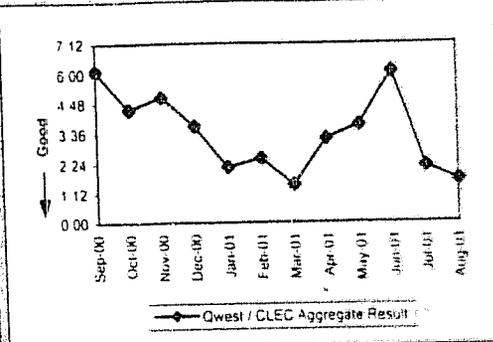
(UDIT)	
UDIT - DS1 level	Diagnostic
UDIT - Above DS1 level	Diagnostic
• Unbundled Loops:	
Analog Loop	Diagnostic
Non-loaded Loop (2-wire)	Diagnostic
Non-loaded Loop (4-wire)	Diagnostic
DS1-capable Loop	Diagnostic
ISDN-capable Loop	Diagnostic
ADSL-qualified Loop	Diagnostic
Loop types of DS3 and higher bit-rates (aggregate)	Diagnostic
• E911/911 Trunks	Diagnostic
<b>Availability:</b> Available	<b>Notes:</b>

### DB-1 – Time to Update Databases

<b>Purpose:</b> Evaluates the time required for updates to the databases of E911, LIDB, and Listing Services System (LSS)	
<b>Description:</b> <ul style="list-style-type: none"> <li>Measures the average time required to update the databases of E911, LIDB, and LSS.</li> <li>Includes all database updates as specified under Disaggregation Reporting completed during the reporting period.</li> <li>For DB-1A the time to update the E911 database is provided by the third party vendor that performs the update. The elapsed time is captured automatically by the database system. There are no "Individual E911 database update records" provided with which to measure the database update process.</li> <li>The numerator of DB-1A is calculated by multiplying the vendor-calculated results (Average Minutes in Process Time) by the denominator (Count of records Processed). This method produces a result from the vendor data that is the same as that which would be produced by totaling the update times from individual E911 database update records.</li> </ul>	
<b>Reporting Period:</b> One month	<b>Unit of Measure:</b> E911 – Hrs: Mins. LIDB & Directory Listings – Seconds
<b>Reporting Comparisons:</b> DB-1A-E911 – Combined results for Qwest Retail and Reseller CLEC Aggregate; DB-1B – LIDB – Combined results for all Qwest Retail, Reseller CLEC and Facilities Based CLEC updates; DB-1C-1 Listings – Combined results for all Provider types including Qwest Retail, Reseller CLEC, and Facilities Based CLEC, ILEC and Unknown Provider, Electronically Submitted, Electronically Processed updates; <sup>NOTE 1</sup> DB-1C-2 Listings – Combined results for all Provider types including Qwest Retail, Reseller CLEC, CLEC Aggregate for Facilities-based, ILEC, and Unknown Provider Manually Processed updates. <sup>NOTE 1</sup>	<b>Disaggregation Reporting:</b> DB-1A – E911 for Qwest Retail and Reseller CLEC–State level; DB-1B – LIDB for Qwest Retail, Reseller CLEC and Facilities Based CLEC – Multi state region-wide level DB-1C-1 – Listings for all Provider types including Qwest Retail, Reseller CLEC, and Facilities Based CLEC, ILEC and Unknown Provider, Electronically Submitted, Electronically Processed– Sub-region applicable to state DB-1C-2 – Listings for all Provider types including Qwest Retail, Reseller CLEC, Facilities-Based CLEC, ILEC and Unknown Provider – Manually Processed – region-wide level
<b>Formula:</b> $\frac{((\text{Date and Time of database update for each database update as specified under Disaggregation Reporting in the reporting period}) - (\text{Date and Time of submissions of data for entry into the database for each database update as specified under Disaggregation Reporting in the reporting period}) / \text{Total database updates as specified under Disaggregation Reporting completed in the reporting period})}{\text{Total database updates as specified under Disaggregation Reporting completed in the reporting period}}$	
<b>Exclusions:</b> Invalid start/stop dates/times.	
<b>Product Reporting:</b> Not applicable (Reported by database type)	<b>Standard:</b> DB-1A-E911 – Parity by design DB-1B-LIDB – Parity by design DB-1C-1– Listings – Parity by design DB-1C-2 – Listings – Parity with DB-1C-1 results for all Provider types combined Qwest Retail, Reseller CLEC, Facilities Based, ILEC, and Unknown Provider, Electronically Submitted, Electronically Processed, updates
<b>Availability:</b> <p style="text-align: center;">Available</p>	<b>Notes:</b> 1. Because they cannot be separated, results for Qwest Retail, Reseller CLEC, Facilities-based CLECs, ILEC and Unknown Provider updates are reported combined within these disaggregations.

Checklist #7 - E911

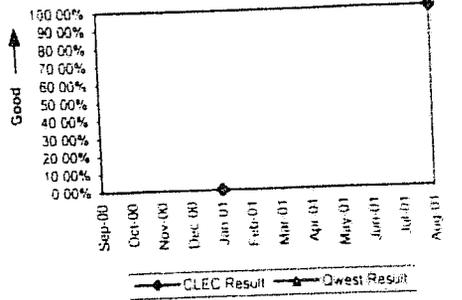
Time to Update Databases (Hours:Minutes) (DB-1 A)	
Date	Qwest / CLEC Aggregate Result
Sep-00	6:07
Oct-00	4:33
Nov-00	5:03
Dec-00	3:54
Jan-01	2:17
Feb-01	2:38
Mar-01	1:33
Apr-01	3:25
May-01	3:56
Jun-01	6:04
Jul-01	2:18
Aug-01	1:44



Checklist #7 - E911/911 Trunk Installation

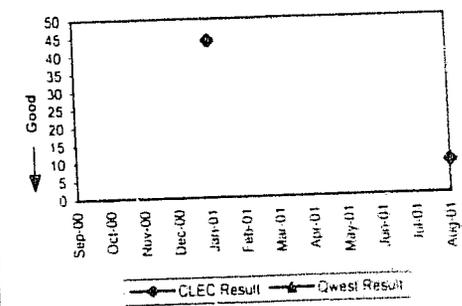
Installation Commitments Met (Percent) (OP-3) - Interval Zone Two

Date	CLEC Num	CLEC Dend	CLEC Resl	Std Dev	Qwest Num	Qwest Dend	Qwest Resl	Mod Z Scr	Panty Scr
Sep-00									
Oct-00									
Nov-00									
Dec-00									
Jan-01	0	0	0.00%	0.00%					
Feb-01									
Mar-01									
Apr-01									
May-01									
Jun-01									
Jul-01									
Aug-01									
Sep-01	1	1	100.00%	0.00%					



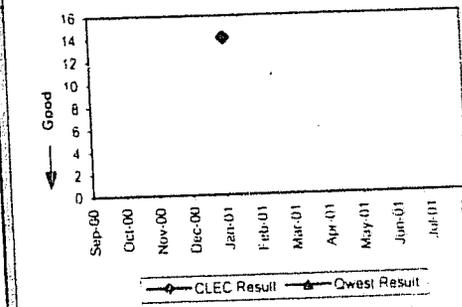
Installation Interval (Average Days) (OP-4) - Interval Zone Two

Date	CLEC Num	CLEC Dend	CLEC Resl	Std Dev	Qwest Num	Qwest Dend	Qwest Resl	Mod Z Scr	Panty Scr
Sep-00									
Oct-00									
Nov-00									
Dec-00									
Jan-01	270	5	44.00	2.24					
Feb-01									
Mar-01									
Apr-01									
May-01									
Jun-01									
Jul-01									
Aug-01	0	1	9.00						



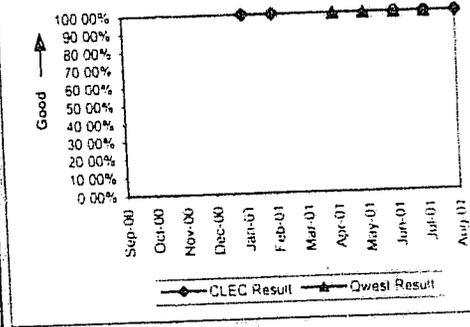
Delayed Days for Non-Facility Reasons (Average Days) (OP-6A) - Interval Zone Two

Date	CLEC Num	CLEC Dend	CLEC Resl	Std Dev	Qwest Num	Qwest Dend	Qwest Resl	Mod Z Scr	Panty Scr
Sep-00									
Oct-00									
Nov-00									
Dec-00									
Jan-01	70	0	14.00	2.24					
Feb-01									
Mar-01									
Apr-01									
May-01									
Jun-01									
Jul-01									
Aug-01									
Sep-01									



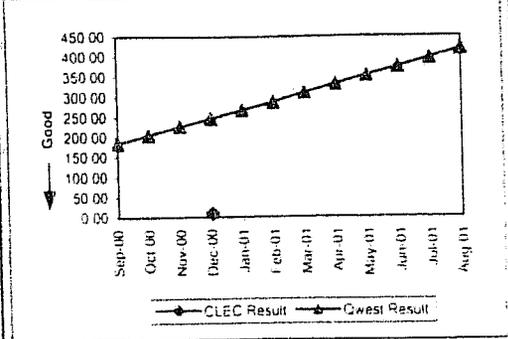
Basic Service Installation Quality (Percent) (OP-5) - Interval Zone One and Two

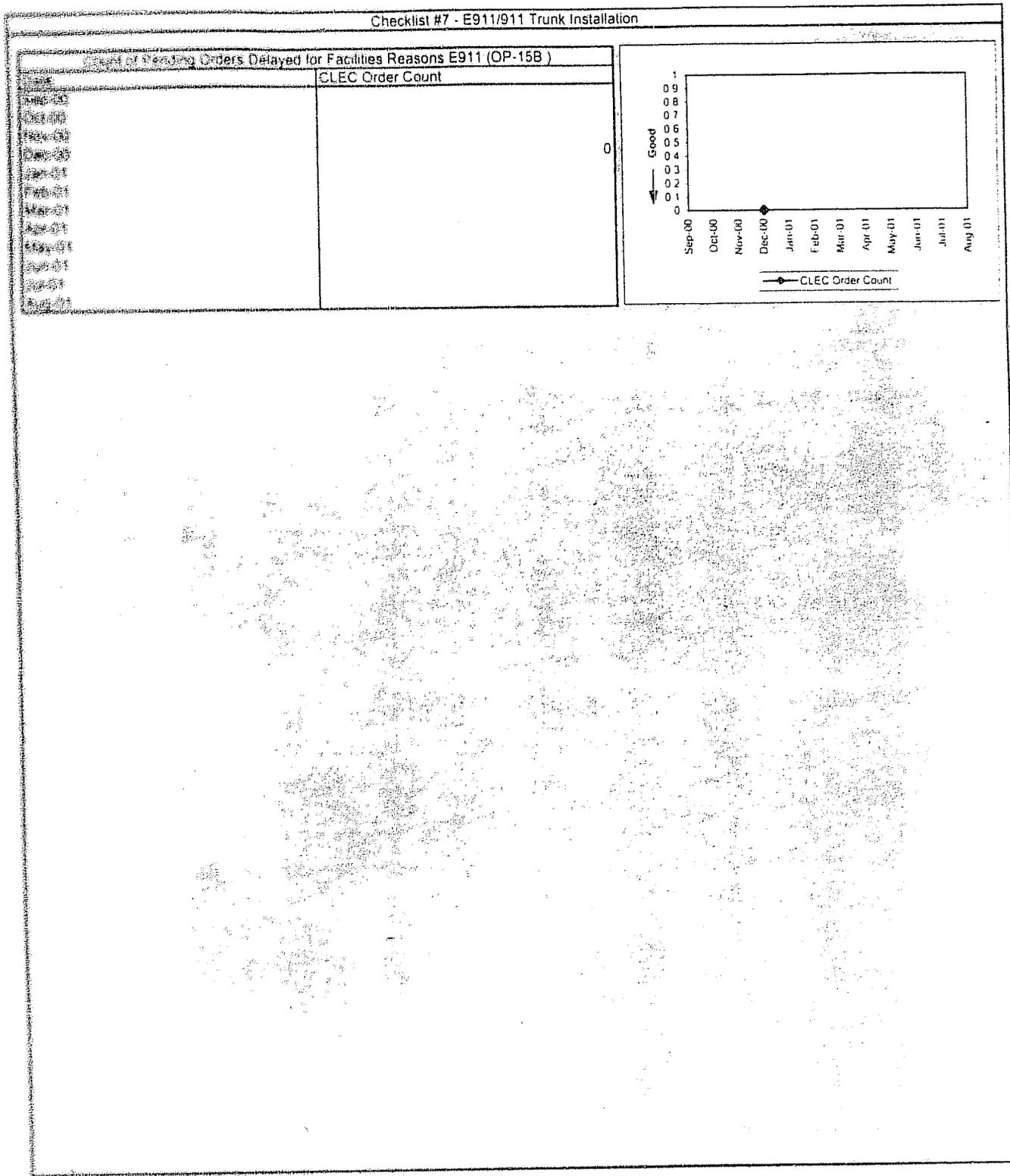
Date	CLEC Num	CLEC Dend	CLEC Resl	Std Dev	Qwest Num	Qwest Dend	Qwest Resl	Mod Z Scr	Panty Scr
Sep-00									
Oct-00									
Nov-00									
Dec-00	0	0	100.00%	0.00%					
Jan-01	0	0	100.00%	0.00%					
Feb-01									
Mar-01					1	1	100.00%		
Apr-01					1	1	100.00%		
May-01	1	1	100.00%	0.00%	1	1	100.00%	N/A	N/A
Jun-01	1	1	100.00%	0.00%	1	1	100.00%	N/A	N/A
Jul-01	1	1	100.00%	0.00%					
Aug-01	2	2	100.00%	0.00%					



Checklist #7 - E911/911 Trunk Installation

Account No	Account Name	CLIC Ser	SLA Desc	Qwest Num	Qwest Gen	Qwest Res	Mod Z Ser	Party Scr
				746	4	185 00		
				824	4	206 00		
				908	4	227 00		
		970	0 00	908	4	247 00	-194 33	-119 14
				805	3	268 33		
				865	3	280 33		
				901	3	310 33		
				994	3	331 33		
				1060	3	353 33		
				1123	3	374 33		
				1186	3	395 33		
				1255	3	418 33		

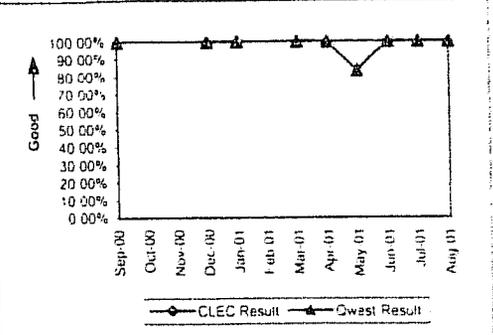




Checklist #7 - E911/911 Trunk Repair

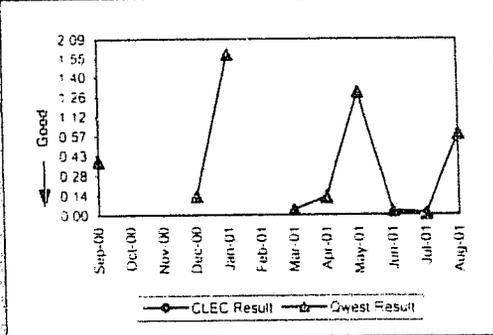
At-Risk Delay (Qwest without a Score) (Percent) (MR-5) - Interval Zone Two

Month	CLEC Result	Std Dev	CLEC Res	Std Dev	Qwest Num	Qwest Den	Qwest Res	Mod Z Scr	Panty Score
Sep-00					1	1	100.00%		
Oct-00					2	2	100.00%		
Nov-00					1	1	100.00%		
Dec-00					5	5	100.00%		
Jan-01					5	5	100.00%		
Feb-01					5	6	83.33%		
Mar-01					1	1	100.00%		
Apr-01					1	1	100.00%		
May-01					2	2	100.00%		



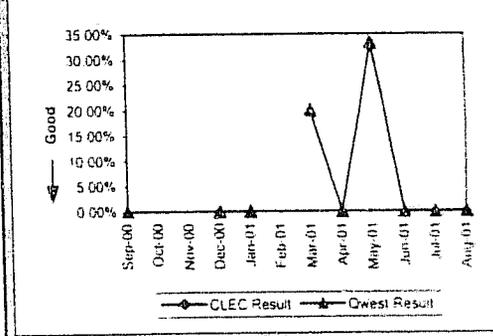
Exec Time to Repair (Hours/Minutes) (MR-6) - Interval Zone Two

Month	CLEC Result	Std Dev	CLEC Res	Std Dev	Qwest Num	Qwest Den	Qwest Res	Mod Z Scr	Panty Score
Sep-00					0.39	1	0.39		
Oct-00					0.28	2	0.14		
Nov-00					1.58	1	1.58		
Dec-00					0.21	5	0.04		
Jan-01					1.03	5	0.13		
Feb-01					9.03	6	1.30		
Mar-01					0.03	1	0.03		
Apr-01					0.01	1	0.01		
May-01					1.59	2	0.59		



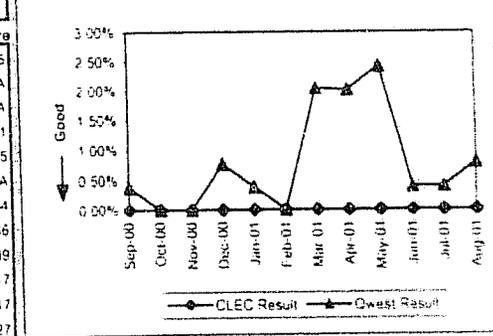
Repeat Repair Report Rate (Percent) (MR-7) - Interval Zone Two

Month	CLEC Result	Std Dev	CLEC Res	Std Dev	Qwest Num	Qwest Den	Qwest Res	Mod Z Scr	Panty Score
Sep-00					0	1	0.00%		
Oct-00					0	2	0.00%		
Nov-00					0	1	0.00%		
Dec-00					1	5	20.00%		
Jan-01					0	5	0.00%		
Feb-01					2	6	33.33%		
Mar-01					0	1	0.00%		
Apr-01					0	1	0.00%		
May-01					0	7	0.00%		



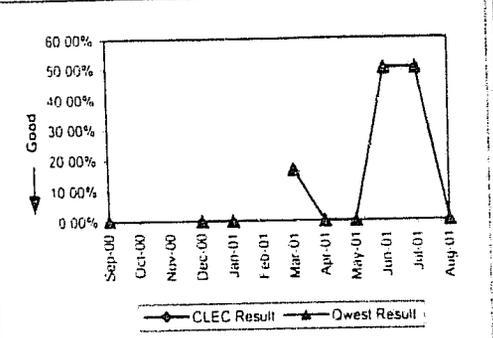
Trouble Rate (Percent) (MR-8) - Interval Zone One and Two

Month	CLEC Result	Std Dev	CLEC Res	Std Dev	Qwest Num	Qwest Den	Qwest Res	Mod Z Scr	Panty Score
Sep-00	0	0.00%	0.00%	0.00%	1	260	0.38%	-0.24	-1.15
Oct-00	0	0.00%	0.00%	0.00%	0	260	0.00%	N/A	N/A
Nov-00	0	0.00%	0.00%	0.00%	0	260	0.00%	N/A	N/A
Dec-00	0	0.00%	0.00%	0.00%	2	260	0.77%	-0.34	-1.21
Jan-01	0	0.00%	0.00%	0.00%	1	260	0.38%	-0.24	-1.15
Feb-01	0	0.00%	0.00%	0.00%	0	246	0.00%	N/A	N/A
Mar-01	0	0.00%	0.00%	0.00%	5	246	2.03%	-0.56	-1.34
Apr-01	0	0.00%	0.00%	0.00%	5	249	2.01%	-0.59	-1.36
May-01	0	0.00%	0.00%	0.00%	6	248	2.42%	-0.65	-1.39
Jun-01	0	0.00%	0.00%	0.00%	1	251	0.40%	-0.27	-1.17
Jul-01	0	0.00%	0.00%	0.00%	1	251	0.40%	-0.27	-1.17
Aug-01	0	0.00%	0.00%	0.00%	2	251	0.80%	-0.45	-1.27



Checklist #7 - E911/911 Trunk Repair

Standard and Metric Name: Average Repair Reasons (Percent) (MR-10) - Interval Zone One and Two									
Month	Qwest Fail	Qwest Den	Qwest Resl	Mod Z Scr	Panty Score				
	0	1	0.00%						
	0	2	0.00%						
	0	1	0.00%						
	1	6	16.67%						
	0	5	0.00%						
	0	6	0.00%						
	1	2	50.00%						
	1	2	50.00%						
	0	2	0.00%						



BEFORE THE  
PUBLIC UTILITIES COMMISSION  
STATE OF SOUTH DAKOTA

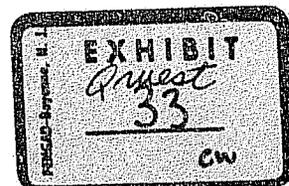
IN THE MATTER OF THE INVESTIGATION )  
INTO QWEST CORPORATION'S )  
COMPLIANCE WITH SECTION 271 (C) OF THE )  
TELECOMMUNICATIONS ACT OF 1996 )

DOCKET TC 01-165

REBUTTAL AFFIDAVIT  
OF  
MARGARET S. BUMGARNER  
ON BEHALF OF  
QWEST CORPORATION

CHECKLIST ITEM 7(I) – 911 AND E911 ACCESS

April 2, 2002



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**REBUTTAL AFFIDAVIT**

**OF**

**MARGARET S. BUMGARNER**

**Checklist Item 7(I) – 911 and E911 Access**

Margaret S. Bumgarner states as follows:

My name is Margaret S. Bumgarner. I am a Director in the Policy and Law organization for Qwest Corporation ("Qwest"). My business address is 1600 Seventh Avenue, Seattle, Washington, 98191. I submit this rebuttal affidavit in support of Qwest's application for authority to provide interLATA services originating in South Dakota.

I filed an affidavit October 24, 2001, regarding Qwest's compliance with Checklist Item 7(I) of Section 271 of the Telecommunications Act of 1996 ("1996 Act" or "Act") concerning access to 911 and E911 emergency services.<sup>1</sup>

In this rebuttal affidavit, I respond to testimony filed by Dr. Marlon Griffing on behalf of the staff of the Public Utilities Commission ("PUC") of South Dakota and Mr. Kenneth L. Wilson on behalf of AT&T.

**I. EXECUTIVE SUMMARY**

Qwest satisfies the requirements of Section 271(c)(2)(B)(vii) of the Telecommunications Act of 1996 ("1996 Act" or "Act")<sup>2</sup> and the FCC's rules as they relate to the provision of access to 911 and Enhanced 911 ("E911") services. Qwest

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

1 provides competitors with nondiscriminatory access to 911 and E911 services,  
2 databases, and interconnection. Qwest has concrete and specific legal obligations to  
3 provide access to 911 and E911 services pursuant to its Statement of Generally  
4 Available Terms and Conditions ("SGAT"), the KMC Telecom V, Inc. ("KMC")  
5 interconnection agreement, as well as Qwest's other Commission-approved  
6 interconnection agreements.<sup>3</sup>

7 Qwest's contract with Intrado provides that Intrado administer and manage  
8 database entries for CLECs with the same accuracy and reliability as that provided for  
9 Qwest. Qwest provides database updates for reseller CLECs and CLECs using  
10 unbundled local switching in the same manner and using the same process that Qwest  
11 uses to provide updates for its own retail end users. Facilities-based CLECs with their  
12 own switches make direct arrangements with Intrado for providing database updates.

13 Qwest provides facilities-based CLECs with nondiscriminatory access to  
14 911/E911 interconnection. For those few areas with Basic 911 service, Qwest provides  
15 facilities-based CLECs with dedicated trunks to the appropriate Public Service  
16 Answering Point ("PSAP"), or a CLEC can self-provision its 911 trunks. For E911  
17 service, Qwest will provide facilities-based CLECs with dedicated trunks, or the CLEC  
18 can self-provision its E911 trunks, to Qwest's control office (selective router). Qwest  
19 also provides trunk terminations at the selective router, and provides switching and

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2 47 U.S.C. § 271(c)(2)(B)(vii)(I).

3 The interconnection agreement between Qwest and KMC Telecom is attached to  
the rebuttal affidavit of Larry B. Brotherson as Exhibit LBB-GTC-1.

1 transmission of calls through the selective router to the appropriate PSAP that are the  
2 same as those used by Qwest to provide E911 services for its own retail customers,  
3 reseller CLECs, and CLECs using Qwest's unbundled local switching. The routing of a  
4 911/E911 call from a CLEC-owned switch is the same as the routing of such calls from  
5 a Qwest end office. In short, therefore, CLECs have access to 911/E911  
6 interconnection at parity with Qwest.

7 Qwest has several performance measures for 911/E911 services that measure  
8 various aspects of 911/E911 trunk installation and repair, as well as a measure for the  
9 average time required to update the E911 database. Qwest's performance measures,  
10 the Performance Indicator Definitions ("PIDs"), were developed in the Regional  
11 Oversight Committee ("ROC") collaborative Section 271 performance measures  
12 workshops. Those workshops, involving both Qwest and CLECs, were conducted  
13 under the auspices of the ROC which is composed of 13 state commissions in the  
14 Qwest region, including this Commission. Liberty Consulting Group audited Qwest's  
15 performance results and confirmed that Qwest is accurately measuring its performance  
16 in providing access to 911 and E911.

17 In this rebuttal affidavit, I provide responses to the issues and concerns raised by  
18 AT&T, the only CLEC commenting on Qwest's compliance with this checklist item.<sup>4</sup>  
19 First, Qwest has already taken action on the issue raised regarding the provisioning of

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<sup>4</sup> As discussed below, Dr. Marlon Griffing, on behalf of the PUC Staff, also filed comments in this proceeding. For this checklist item, Dr. Griffing notes only that there were no disputes regarding Qwest's compliance in the multi-state workshop. See Griffing at 17.

1 Private Switch/Automatic Location identification ("PS/ALI") service. There have been no  
2 requests by CLECs in South Dakota for the PS/ALI service. The PS/ALI documentation  
3 and contract amendment are now available on Qwest's wholesale website and Qwest  
4 offers to add this language to the South Dakota SGAT. In the meantime, Qwest  
5 provisioned PS/ALI service when requested by CLECs without requiring a contract  
6 amendment while Qwest prepared the necessary documentation and procedures.

7 Second, Qwest has also taken action on the issue regarding delays in unlocking  
8 E911 database records for customers that have migrated to a CLEC so that the CLEC's  
9 record update can be processed in a timely manner. The unlocking of E911 records  
10 has been an issue that the industry has been addressing. In December 2001, the  
11 National Emergency Number Association ("NENA") agreed to a draft standard for  
12 processing migrate orders and unlocking E911 records. Although the standard had not  
13 reached final approval by NENA, Qwest proactively signed an agreement with its  
14 database administrator, Intrado, to implement this NENA-recommended process.  
15 Intrado implemented the new process February 25, 2002. Intrado has validated all  
16 unlock record errors daily and processed the valid migrate orders accordingly. Since  
17 that time, NENA has approved the new standard. Thus, Qwest has already  
18 implemented this NENA standard.

19 Lastly, AT&T raises an issue from another state regarding 911/E911 trunk  
20 protection. Qwest provides the same protection for CLECs' 911/E911 trunks as Qwest  
21 provides for its own 911/E911 trunk circuits. With regard to the specific outage  
22 complaint that occurred in Minnesota, Qwest immediately took corrective action to

1 restore service and to address the issue with the technician that made the mistake.  
2 Thus, Qwest addressed this isolated incident which, in any event, does not involve  
3 Qwest's performance in this state. In addition, Qwest's performance results for  
4 911/E911 trunk trouble reports and installation quality in South Dakota are excellent.

5 Qwest has demonstrated that it satisfies the requirement of Checklist Item 7(l)  
6 that it provide nondiscriminatory access to 911 and E911 services.

7 **II. ISSUES RAISED REGARDING QWEST'S COMPLIANCE WITH THE FCC'S**  
8 **REQUIREMENTS FOR CHECKLIST ITEM 7(l) FOR ACCESS TO 911 AND**  
9 **E911 SERVICES.**

10 Dr. Griffing, on behalf of the staff for the PUC, did not raise any issues regarding  
11 Qwest's compliance with this checklist item and concludes that he agrees with the Multi-  
12 State Facilitator's report that there are no disputed issues for Checklist Item 7(l) access  
13 to 911 and E911 services.<sup>5</sup> Mr. Wilson, on behalf of AT&T, raises three issues  
14 regarding Qwest's provisioning and maintenance of 911/E911 services. I address each  
15 issue in the following sections and demonstrate that Qwest has already resolved them.

16 **A. Private Switch/Automatic Location Identification ("PS/ALI").**

17 Mr. Wilson on behalf of AT&T comments on the availability of the PS/ALI service  
18 for CLEC PBX and some Centrex/Centron customers.<sup>6</sup> As Mr. Wilson notes in his  
19 affidavit,<sup>7</sup> this service is now documented and available in the Qwest wholesale product

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<sup>5</sup> Griffing at 17.

<sup>6</sup> Wilson at 16-17.

<sup>7</sup> Wilson at 17.

1 catalog ("PCAT"); the PCAT describes the service and provides the information  
2 necessary for a CLEC to order this service for its customer. Qwest has processes and  
3 documentation in place for CLECs to order, provision, update records, update number  
4 ranges, as well as documentation on how to handle billing for both the CLEC and the  
5 CLEC's end user customer.

6 The interconnection agreement provisions for this service were never brought up  
7 in the previous state 271 workshops. Furthermore, Qwest has provisioned this service  
8 in the past without specific contractual amendments. Nevertheless, to the extent the  
9 Commission or any CLEC believes it is necessary, Qwest agrees that specific  
10 provisions for the PS/ALI service may be included in an interconnection agreements if a  
11 CLEC wants to provide the service for its customers. Qwest is willing to add contract  
12 language for PS/ALI to any CLEC's interconnection agreement, if requested, and to the  
13 SGAT as Section 10.3.9. Exhibit MSB-911-6 is a copy of the PS/ALI contract  
14 amendment that is available on the Qwest wholesale PCAT website and that Qwest  
15 would agree to add to the South Dakota SGAT and any interconnection agreement to  
16 resolve this issue.<sup>9</sup>

17 Mr. Wilson claims that Qwest has not offered this solution to CLECs and their  
18 customers; however, that is not the case. While Qwest and Intrado developed their  
19 processes and documentation on PS/ALI, Qwest worked with those CLECs that  
20 requested PS/ALI service to provision the service for the end user customers using the

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<sup>9</sup> The wholesale CLEC Product Catalog is available on the Qwest website at:  
[www.qwest.com/wholesale/pcat/](http://www.qwest.com/wholesale/pcat/).

1 Qwest retail processes. Qwest has made sure that all CLEC end user customers were  
2 able to have access to the PS/ALI capabilities. Qwest has not required a contract  
3 amendment prior to provisioning the service for CLECs' customers. Qwest has never  
4 received a request from a CLEC for PS/ALI service in South Dakota, but it has  
5 provisioned several such arrangements in other states.

6 Mr. Wilson states that AT&T is currently experiencing trouble in ordering and  
7 provisioning this service to its customers.<sup>9</sup> Qwest has in the past provided PS/ALI  
8 arrangements for two AT&T customers, one in Arizona and one in Washington. The  
9 Qwest AT&T account managers have no pending requests from AT&T for PS/ALI  
10 service. Thus, Qwest is unaware of the basis for Mr. Wilson's claim.

11 The Change Management Process ("CMP") provides a means of communication  
12 between CLECs and Qwest regarding the products and services Qwest provides. The  
13 CMP is a formalized process for Qwest and CLECs to discuss Qwest-initiated and  
14 CLEC-initiated changes. As part of this process, CLECs can submit Change Requests  
15 ("CRs"), and Qwest will provide timely responses to the CRs. Changes are reviewed in  
16 regularly scheduled monthly meetings/conference calls with CLECs. The CMP provides  
17 for the distribution and review of documentation, including the product description,  
18 ordering, provisioning, billing, maintenance, repair and technical publications, etc., by  
19 CLECs. The PS/ALI documentation has been distributed to CLECs through the CMP  
20 and is available on Qwest's wholesale website for review and comment. Based on  
21 comments received from CLECs regarding the documentation, Qwest has revised the

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\* Wilson at 17.

1 PS/ALI contract amendment and is currently revising the PCAT documentation. In this  
2 regard, some CLECs commented that the documentation did not clearly state that  
3 CLECs could order trunks directly from the end user PBX to the Qwest E911 selective  
4 router (i.e. the E911 tandem). Qwest has always agreed to provide this option of  
5 trunking. Qwest is revising the PCAT to ensure that it is clear that CLECs can order  
6 trunks directly from the end user PBX to the Qwest E911 selective router (i.e., the E911  
7 tandem).

8 Mr. Wilson also requests a general statement in the SGAT to allow CLECs to  
9 have access to any feature or function of 911/E911 service that Qwest retail customers  
10 have access to. The SGAT and KMC interconnection agreements<sup>10</sup> reflect the  
11 consensus language developed in Qwest's previous state 271 workshops, and I do not  
12 recall any CLEC claiming that this language did not sufficiently commit Qwest to provide  
13 all of the features and functions related to 911/E911 that Qwest makes available to its  
14 customers. Although Mr. Wilson may not find the language of the SGAT clear, it was  
15 Qwest's intent that it was obligated to provide nondiscriminatory access to all of the  
16 features, functions and services related to 911/E911 that Qwest provides to its  
17 customers. Although Qwest does not believe additional contract language is necessary,  
18 to resolve Mr. Wilson's concern, Qwest would agree to add the following language to  
19 the SGAT and, if requested by a CLEC for its interconnection agreement, Qwest will  
20 make a similar commitment: "Qwest will provide nondiscriminatory access to the same  
21 911/E911 features, functions and services that Qwest provides to its end users."

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<sup>10</sup> See SGAT § 10.3.2.1, and KMC agreement § 10.3.2.1.

1           **B.     Unlocking E911 database records.**

2           Mr. Wilson on behalf of AT&T comments about delays in unlocking the E911  
3 database records for customers migrating to the CLEC such that the CLEC's database  
4 updates are rejected.<sup>11</sup> Unlocking of customer records has been an issue discussed in  
5 the national industry meetings for both the Local Number Portability Administration -  
6 Working Group ("LNPA") and for the National Emergency Number Association  
7 (NENA). Recently, these industry organizations reached agreement on a solution.

8           The old service provider, Qwest or CLEC, is responsible for the end user  
9 customer's record contained in the E911 database and must send a database update to  
10 unlock the record so that when the new service provider sends its database update (i.e.,  
11 migrate order) for that customer, Intrado can process the update. All service providers  
12 (i.e., Qwest, resellers and CLECs using Qwest's unbundled switching, other incumbent  
13 LECs, and facilities-based CLECs) porting numbers can experience delays for updating  
14 the E911 database waiting for the record to be unlocked. Delays in updating the E911  
15 database record do not affect the end user customer's ability to call for emergency  
16 assistance.

17           In its most recent meeting on December 6-11, 2001, NENA reached agreement  
18 on a draft standard recommendation for handling the unlocking of records by database  
19 administrators so that the migrate orders from the new service provider can be  
20 processed in a more timely manner. As of March 25, 2002, the NENA standard is now  
21 approved and will also be incorporated into the LNPA's documentation for the number

1 portability process flows and industry LNP guidelines.<sup>12</sup> Exhibit MSB-911-7 is a copy of  
2 the approved NENA standard for the new Sections 22B.1-2.

3         Meanwhile, Qwest did not wait to take action on this issue. Even though at that  
4 time the NENA standard was a draft, Qwest proactively began discussions with Intrado  
5 in mid-December 2001, immediately following the NENA meeting, and reached  
6 agreement January 29, 2002 with Intrado to implement the new process for unlocking  
7 the records for the new service provider's migrate orders.<sup>13</sup> If the new service provider's  
8 database update (i.e., migrate order) is unsuccessful due to a locked record, Intrado will  
9 access the Local Number Portability ("LNP") database, i.e., NeuStar's Number  
10 Portability Administration Center ("NPAC") database, to verify that the new service  
11 provider has made the port activation. If the CLEC has activated the port subscription in  
12 the NPAC, Intrado will then unlock the record and process the migrate order to update  
13 the database. Intrado implemented the new process February 25, 2002. Qwest  
14 authorized Intrado to unlock its customers' records based on validation of a port  
15 activation in NeuStar's NPAC database. Intrado has also agreed to unlock a CLEC's  
16 customer records, for no additional charge, if authorized to do so by the CLEC.

17         Qwest developed documentation for the new unlock procedures Intrado was  
18 implementing. Qwest provided notification to CLECs for the new unlock procedures,  
19 and the documentation was included on Qwest's wholesale PCAT website on February

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<sup>12</sup> The LNPA Working Group's Problem/Issue Identification & Management ("PIM"), PIM-006.

<sup>13</sup> Confidential Exhibit MSB-911-13 is Qwest's January 30, 2002 agreement with Intrado to implement the new 911 migrate/unlock process.

# CONTINUATION

# [3]

1 10, 2002. Exhibit MSB-911-8 is a copy of the Qwest.PCAT documentation for the  
2 unlock process. In addition, Intrado sent notification to all of the service providers'  
3 (CLECs and incumbent LECs) 911 database administrator contacts.<sup>14</sup> Because Qwest  
4 does not receive detail reports for other service providers' errors, Qwest also made  
5 arrangements to work closely with one CLEC to make sure the new procedures are  
6 working as anticipated and, so far, the feedback has been positive with no issues  
7 identified. Intrado has also agreed as part of its contract with Qwest to audit and report  
8 upon its performance.

9 Mr. Wilson comments on the thousands of locked record problems AT&T has  
10 encountered over the past year, however, Mr. Wilson has provided no evidence to  
11 support this claim, and does not appear to present any South Dakota-specific  
12 evidence.<sup>15</sup> In recent proceedings in Arizona, AT&T made similar claims regarding its  
13 purported thousands of pending migrate records and claiming that due to Qwest's  
14 locked records AT&T was unable to update the E911 database. Upon investigation,  
15 however, Qwest uncovered only 37 locked records for all AT&T entities in Arizona  
16 contained. Of these 37 records, 24 of them (or roughly 65 percent) were locked not  
17 because Qwest failed to "unlock" the records upon completion of the AT&T port but  
18 rather because AT&T had failed on its end to complete the port. Of the remaining 13  
19 records, four were locked to other CLECs, not to Qwest. In other words, another CLEC,

<sup>14</sup> Exhibit MSB-911-9 is a copy of the letter Intrado sent to all service providers' 911 contact regarding the new 911 migrate/unlock process.

<sup>15</sup> Wilson at 18.

1 not Qwest, had failed to unlock the record at issue. Thus, when Qwest investigated  
2 AT&T's allegations, there were only nine telephone numbers that had been locked to  
3 Qwest in Arizona. Qwest promptly instructed Intrado to unlock the numbers.

4 In Colorado, AT&T made similar allegations, which Qwest investigated and  
5 refuted. There, AT&T claimed it had 2,500 locked records. Based upon information  
6 Qwest requested from Intrado to investigate AT&T's claims, Qwest discovered that  
7 AT&T had only 134 telephone numbers that had not been unlocked. Of the 134, 83 (or  
8 62 percent) had not been activated or ported by AT&T. Seven of the records were  
9 locked to another CLEC, and 19 of the records were mismatched. In other words, the  
10 wrong AT&T company sent in the migrate order. Thus, in Colorado, only 25, not 2,500,  
11 records were locked to Qwest. Qwest has demonstrated in subsequent filings in  
12 Arizona that AT&T's claims were exaggerated and, in fact, most of the unsuccessful  
13 migrates were due to AT&T's own errors or records locked by other CLECs.<sup>16</sup>

14 Furthermore, in recent Minnesota hearings, AT&T claimed that it had submitted  
15 over 6,000 records for Intrado to unlock. In fact, after Intrado investigated the locked  
16 records and informed TCG (i.e., AT&T) that thousands of records should not be  
17 unlocked, TCG's 911 database administrator contacted Intrado the next day  
18 acknowledging that the records were invalid records or, in other words, that they related  
19 to numbers that were either disconnected or were not going to be ported. In the same

<sup>16</sup> See Exhibit MSB-911-10 is Qwest's Verified Surreply to AT&T's Reply on Its Motion to Reopen and Supplement the Record on Checklist Item 7 (911), March 11, 2002, ("Qwest's AZ Surreply 911").

1 ~~communication~~. TCG requested to have Intrado to use the new unlock process for  
2 ~~TCG's own records.~~<sup>17</sup>

3 February Qwest's March 11, 2002 filing in Arizona, AT&T filed a Reply to  
4 Qwest's Surreply admitting that many of the locked records AT&T claimed were Qwest's  
5 ~~but were not~~. Specifically, AT&T acknowledged: "Although AT&T has provided data  
6 based on its records from the outset, it has become clear that many of the numbers  
7 AT&T originally claimed Qwest failed to unlock in a timely manner remained locked  
8 through no fault of Qwest's."<sup>18</sup> In addition, AT&T acknowledged that "Of the 6,839  
9 numbers AT&T sent to Intrado on March 5<sup>th</sup>, approximately 3,500 were locked to  
10 carriers other than Qwest."<sup>19</sup> Indeed, Mr. Wilson complains about the new Intrado  
11 process in his South Dakota affidavit; however, Mr. Wilson in his verified pleading in  
12 Arizona supports the new process: "Given that this problem affects many carriers,  
13 AT&T urges the Arizona Commission to require all other carriers to subscribe to [the  
14 Intrado] process. AT&T has already agreed to use the Intrado clean up process to  
15 unlock numbers when appropriate."<sup>20</sup>

16 Mr. Wilson complains that the new industry developed and NENA-recommended  
17 process does not get to the root of the problem. The industry committees recognized

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<sup>17</sup> Id., See Exhibit 1 to Qwest's AZ Surreply 911.

<sup>18</sup> AT&T's Verified Reply to Qwest's Surreply on AT&T's Motion to Reopen and Supplement the Record on Checklist Item 7 (911), filed March 18, 2002, Page 1.

<sup>19</sup> Id., Page 5, Footnote 6.

<sup>20</sup> Id., Page 5-6, Footnote 6.

1 that there were various reasons for the unlock records to be delayed and developed the  
2 new standard process to address them. For example, some migrate record unlock  
3 errors occur by virtue of the E911 database batch updating process itself. The  
4 sequence of processing the batch files can result in unsuccessful migrate errors. Each  
5 service provider sends its E911 database updates in batch files to be processed by  
6 Intrado through its mechanized system. The E911 database updates are sent at night  
7 with completed orders for that day. If the new service provider's file processes before  
8 the old service provider's file with the unlock messages, the migrate record will error  
9 out. Another example, some migrate records are being sent prior to the service  
10 provisioning being completed (i.e., the port is not activated by the CLEC in NeuStar's  
11 LNP database, the "NPAC"). Qwest does not have access to the facilities-based  
12 CLEC's service order systems so Qwest is unable to determine why the migrates are  
13 being sent early or whether some are orders that have actually cancelled. Qwest did  
14 find in working with one CLEC, it was sending its migrates to the E911 database on the  
15 day the service order was issued which was, in some cases, a month in advance of the  
16 due date. For whatever reason the unlock message is delayed or the migrate record  
17 errors out, the new NENA standard process will allow for the timely unlocking of E911  
18 database records for valid migrate orders (i.e., the telephone number has actually been  
19 activated in the LNP database and the CLEC has completed its provisioning of the  
20 customer's service). As stated above, AT&T even recommended to the Arizona  
21 Commission that they order all service providers to subscribe to this process.

1 In summary, Qwest immediately took action following the December 2001 NENA  
2 meeting to implement the new industry developed migrate/unlock process even before  
3 the standard completed the NENA approval process. As of March 25, 2002, the  
4 standard is now approved by NENA and is available on NENA's website.<sup>21</sup> The new  
5 NENA process provides for timely resolution of any locked record errors. Intrado  
6 performs the NFAC validation and unlock process for Qwest's E911 record updates,  
7 which includes resellers, CLECs using Qwest's unbundled switching and Qwest's retail  
8 customer records. Intrado will provide the same validation and unlock process for all  
9 service providers (incumbent LECs and facilities-based CLECs) using Qwest's E911  
10 database. And, although Mr. Wilson complains about the process in his affidavit for  
11 South Dakota, AT&T has now requested that Intrado provide the same validation and  
12 unlock process for AT&T's records too and urged the Arizona Commission to require all  
13 other service providers to subscribe to the new migrate/unlock process with Intrado. In  
14 addition, since Intrado implemented this process on February 25, 2002, it has cleared  
15 100 percent of the valid migrate orders each day.

16 Mr. Wilson also alleges that Qwest has incorrectly labeled the E911 database  
17 update process "parity by design."<sup>22</sup> Qwest did not determine on its own that the E911  
18 database update process is "parity by design." The participants in the ROC and Arizona  
19 performance workshops, including AT&T (which is an active participant in both),

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<sup>21</sup> See NENA's website for standard document NENA 02-011 Section 22B.1-2 at:  
<http://www.nena9-1-1.org/>. Exhibit MSB-911-7 is a copy of this section of the  
standard document.

<sup>22</sup> Wilson at ¶ 20.

1 determined that the E911 database update process provides "parity by design", not just  
2 Qwest.<sup>23</sup> These participants developed the PID measure for the E911 database  
3 updates. Qwest agrees with the findings of the ROC in its development of the PID DB-  
4 1A and the determination that Qwest's processes provide "parity by design." Qwest  
5 further agrees with the findings of Liberty Consulting Group in auditing Qwest's  
6 processes and performance measures. Qwest has already shown that it provides  
7 nondiscriminatory access for updating and maintaining the E911 database as part of the  
8 ROC development of its performance measures and the audit of its processes and  
9 performance measures performed by Liberty Consulting Group.

10 Where performance requirements are established in the course of collaborative  
11 proceedings that permit all interested carriers to weigh in, they are presumed to give  
12 carriers a meaningful opportunity to compete.<sup>24</sup> The FCC emphasized this in its Verizon  
13 Massachusetts Order.

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<sup>23</sup> In addition, the Arizona performance measure, DB-1A, for the E911 database updates is identical to the measure developed and approved by the 13 states participating in the ROC performance workshops.

<sup>24</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

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18 Wilson finds the performance measure developed by the ROC and the  
Arizona performance workshops to be insufficient to determine the nondiscriminatory  
provision of access to the E911 databases. Qwest does not agree that PID  
modifications are necessary. However, if AT&T now believes that a new performance  
measure should be developed for the updates to the E911 database, the issue should  
be raised before the ROC Technical Advisory Group, as AT&T is well aware.

Following the implementation of the new process for unlocking records by Intrado  
on February 23, 2002, each service provider's individual migrate report that is issued  
daily by Intrado is now issued after the NPAC validation is completed by Intrado. Thus,  
migrate orders shown as unsuccessful on that report means that the service provider  
has not activated the port in NeuStar's NPAC database (i.e., the number portability  
database) and the service provider needs to research its own records to determine why  
and correct its own records. Thus, each service provider using Qwest's E911 database  
already receives reports showing that Intrado has validated all records that error out due  
to locked records each day. Given the availability of this report, an additional  
performance report by Qwest provides no additional information.

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may well reflect what competitors in the marketplace feel they need in order to  
have a meaningful opportunity to compete").  
Verizon Massachusetts Order ¶ 13.

1 In conclusion, each CLEC is receiving reports from Intrado daily regarding its  
2 migrate record errors. With the implementation of the new migrate/unlock process,  
3 none of the migrate record errors will be due to Qwest's records being locked, thus  
4 Qwest does not agree that PID modifications are necessary. However, if AT&T believes  
5 that a new performance measure should be developed for the updates to the E911  
6 database, AT&T should raised the issue before the ROC Technical Advisory Group.

7 **C. Protection of E911 trunks.**

8 Mr. Wilson on behalf of AT&T describes an incidence in which he claims that  
9 AT&T's E911 facilities were out of service in Minnesota. Mr. Wilson questions whether  
10 AT&T's facilities are appropriately marked as are other high priority circuits.<sup>26</sup> Qwest  
11 tags all 911 circuits in its offices, including those of CLECs and other incumbent LECs.  
12 Placing tags on 911 circuits provides protection for inadvertently disconnecting the  
13 circuit when working in the vicinity on other services. However, in this circumstance,  
14 there were work orders specific to these circuits. Thus, this was not a situation in which  
15 the trunks were inappropriately marked. In this Minnesota incident, AT&T was  
16 converting its Centralized Automatic Message Accounting ("CAMA") trunks to Signaling  
17 System 7 ("SS7") for the primary selective router. AT&T had four CAMA trunk circuits to  
18 each of Qwest's E911 selective routers, four to the primary selective router and four to  
19 the secondary selective router. Based on traffic studies performed by AT&T itself for  
20 the Minneapolis Metro 911 Board, it was determined that AT&T would only require two  
21 trunks to each selective router. There were multiple changes to these service orders for

<sup>26</sup> Wilson at 21-22.

1 converting the trunks to SS7, including a change as to which of the four circuits should  
2 be disconnected. The original orders were to disconnect the third and fourth circuits.  
3 Subsequently, however, AT&T changed its order to request Qwest disconnect the  
4 second and fourth circuits.

5 Qwest completed the SS7 conversion orders and tested them in September  
6 2001. On October 11, 2001, a Qwest technician was to complete the associated  
7 disconnects. The technician inadvertently disconnected the third and fourth circuits,  
8 leaving one SS7 trunk to the primary router and two CAMA trunks to the secondary  
9 router working. However, AT&T was never without working trunk groups to access the  
10 PSAP. Qwest received a trouble report and restored the service on the same day,  
11 October 11. The technician resumed work on the SS7 trunks the next day and again  
12 disconnected one of the circuits. Again, Qwest promptly restored service on the same  
13 date. The supervisor has taken action with the technician by reviewing the proper  
14 procedures for working on 911 circuits and always checking the system for the most  
15 current circuit designs before resuming work. Thus, Qwest has addressed this isolated  
16 incident.

17 Mr. Wilson claims that during this period of time 50 percent of the calls to the 911  
18 PSAPs were blocked. Mr. Wilson did not provide any data to support that assertion, so  
19 Qwest assumes that it was based on his description of it being one of two SS7 trunks  
20 that were out of service. However, as described above, it was actually one of four  
21 trunks providing service to those PSAPs. For each of the nine PSAPs in Minneapolis  
22 Metro counties there are two SS7 trunks to the primary selective router with two

1 alternate CAMA trunks to the secondary selective router. The Minnesota 911 Metro  
2 Board requires each service provider to perform traffic studies in July and August of  
3 each year. The 911 Metro Board requires the providers to produce those studies to the  
4 Qwest 911 System Integrator and the 911 Metro Board to determine whether there are  
5 sufficient trunks to meet the required design blocking objective of P.01 (i.e., Probability  
6 of 1 percent) grade of service. When the traffic studies were done by AT&T in July-  
7 August of 2001, it was determined that AT&T was "over-trunked" with eight 911 trunks  
8 for each PSAP. Although the traffic study indicated that one 911 trunk for each PSAP  
9 would be sufficient to handle the volume of E911 calls for AT&T, the minimum standard  
10 for 911 trunking is two trunks for each PSAP. Accordingly, Qwest, AT&T and the 911  
11 Metro Board agreed to reduce the number of trunks from four to two each for the  
12 primary selective router and the secondary selective router for each PSAP. It is  
13 doubtful that any of AT&T's customers experienced blockages during that period of  
14 time.

15 Mr. Wilson also speculates that it is unknown how long the facility was out of  
16 service and implies that it may have been out for as much as a month. As Mr. Wilson  
17 knows, the circuit was out of service for a matter of minutes since Qwest provided a  
18 copy of the trouble report in an Information Request response for the Minnesota  
19 proceeding. The report from AT&T's technician on October 11<sup>th</sup> stated that it "just  
20 happen[ed] 5 minutes ago."<sup>27</sup> Thus, Mr. Wilson's assertion that the trunk circuit could

<sup>27</sup> Exhibit MSB-911-11 is a copy of the Minnesota trouble report; Page 9 [highlighted text].

1 have been out of service for a month is not based on the actual trouble report, which  
2 clearly states that it had just gone out of service moments before the report was made.

3 Qwest took quick action to restore the service after receiving the trouble reports.  
4 Qwest provides the same protection for CLECs' and other incumbent LECs' 911/E911  
5 circuits as it does for its own 911/E911 circuits. Tagging circuits provides protection to  
6 guard against accidental intrusive access. In this instance, Qwest had a valid service  
7 order for the involved 911 circuits and was completing the associated disconnect work.  
8 The technician involved made a simple mistake. The supervisor has taken action with  
9 the technician by reviewing the proper procedures for working on 911 circuits and  
10 always checking the system for the most current circuit designs before resuming work.  
11 Thus, Qwest has addressed this isolated incident. In addition, Qwest's performance  
12 results for 911/E911 service in South Dakota demonstrate excellent performance for the  
13 911/E911 in terms of trouble reports and installation quality.<sup>28</sup>

14 Qwest has demonstrated that it has already taken action to address the three  
15 issues raised by AT&T in this proceeding: 1) Qwest has already made available the  
16 documentation and contract amendment for the PS/ALI capability and, in the meantime,  
17 has provisioned all requests for PS/ALI service for CLECs' customers without requiring  
18 a contract amendment. However, there have been no requests by CLECs for PS/ALI  
19 service in South Dakota. Qwest is willing to add the PS/ALI contract language to the  
20 South Dakota SGAT and to a CLEC's interconnection agreement, if the CLEC requests

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<sup>28</sup> Exhibit MSB-911-12 is the performance report for Qwest' 911/E911 service in South Dakota through February 2002.

1 2) Qwest has already implemented the industry-recommended process for unlocking  
2 E911 database records for valid migrate record updates; and 3) Qwest marks all  
3 911/E911 circuits in its offices to provide protection from accidental intrusive access.  
4 Qwest has taken corrective action with the technician involved in the isolated incident in  
5 Minnesota and Qwest's performance results for 911/E911 trunks is excellent in South  
6 Dakota. Thus, Qwest has demonstrated that it provides nondiscriminatory access to its  
7 911/E911 services and satisfies the requirements of Checklist Item 7(l).

### 8 III. SUMMARY AND CONCLUSION

9 As demonstrated herein, Qwest provides CLECs with nondiscriminatory access  
10 to 911 and E911 services, databases, and interconnection in compliance with Checklist  
11 Item 7(l) of Section 271. Qwest has specific legal commitments in the SGAT, the KMC  
12 interconnection agreement, and other Commission-approved interconnection  
13 agreements to make nondiscriminatory access to 911/E911 available to CLECs. Qwest  
14 is providing access to 911/E911 services in South Dakota at parity and with the same  
15 level of accuracy, reliability, and functionality as that available to Qwest. Therefore, the  
16 South Dakota Commission should find that Qwest satisfies Checklist Item 7(l) for  
17 access to 911 and E911 service.

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 25<sup>th</sup> day of March, 2002.

*Margaret S. Bumgarner*

Margaret S. Bumgarner

STATE OF WASHINGTON )  
 )ss.  
COUNTY OF KING )

Subscribed and sworn before me this 25<sup>th</sup> day of March, 2002.

*Elizabeth M. Weston*  
\_\_\_\_\_  
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 REBUTTAL AFFIDAVIT  
OF  
MARGARET S. BUMGARNER  
CHECKLIST ITEM 7(I) – 911 AND E911 ACCESS

April 2, 2002

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BEFORE THE ARIZONA CORPORATION COMMISSION

WILLIAM A. MUNDELL  
Chairman

JIM IRVIN  
Commissioner

MARC SPITZER  
Commissioner

IN THE MATTER OF QWEST  
CORPORATION'S COMPLIANCE WITH  
§ 271 OF THE  
TELECOMMUNICATIONS ACT OF  
1996.

DOCKET NO. T-00000B-97-0238

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**QWEST'S VERIFIED SURREPLY TO AT&T'S REPLY ON ITS MOTION  
TO REOPEN AND SUPPLEMENT THE RECORD ON CHECKLIST  
ITEM 7 (911)**

**INTRODUCTION**

Qwest submits this Verified Surreply to AT&T's Reply on its Motion to Reopen and Supplement the Record on Checklist Item 7 (access to 911), filed on March 4, 2002.<sup>1</sup>

AT&T claims that Qwest's Verified Response to AT&T's Motion to Reopen and Supplement the Record on Checklist Item 7 (911) ("Qwest's Verified Response") "does not reflect the magnitude of the problem nor does it offer a viable solution." On both points, AT&T is incorrect. As set forth in Qwest's Verified Response, AT&T has dramatically overstated the number of records that Qwest has supposedly failed to unlock. As set forth in Qwest's Verified

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<sup>1</sup> The factual information in this surreply is verified by Ms. Margaret S. Bumgarner, who testified in the workshop proceedings on Qwest's compliance with checklist item 7.

Response, based upon data provided by Intrado as of February 12, 2002, only nine AT&T records were locked to Qwest in Arizona, and Qwest has since requested that Intrado unlock those records. Qwest has further investigated the alleged locked records in Confidential Exhibits B, C, and D attached to the Affidavit of Kenneth L. Wilson submitted with AT&T's Reply. As with AT&T's original allegations, these allegations, too, are overstated. Based upon its investigation, Qwest determined the following:

- Confidential Exhibit D contains records that Mr. Wilson acknowledges were unlocked as a result of efforts in November 2001 to address records AT&T claimed were locked to Qwest. Qwest has investigated these numbers and it appears that at least half of them (616 numbers) are assigned to AT&T's local services affiliate, TCG. Specifically, TCG was assigned the relevant NXX code in the Local Exchange Routing Guide ("LERG"). This means that these 616 records belonged to TCG (not Qwest), and TCG was therefore the party responsible for unlocking these records in the event the number was ported to another carrier. Based upon Qwest's investigation, 292 records were locked to Qwest. As AT&T acknowledges, those numbers were included in the November 2001 reconciliation effort. Qwest's complete investigation of these numbers is detailed below.
- Exhibit B contains what AT&T claims is a list of 156 pending unlocks in Arizona in which Intrado has sent AT&T a "755" error. These are "soft" errors that Intrado recycles for 14 days, without requiring intervention from carriers. The overwhelming majority of the numbers on Confidential Exhibit B (147 numbers) are currently locked to TCG. In other words, the unlock was processed and the record then locked to TCG. Three records have not been ported yet by AT&T, and six records are locked to another service provider. Thus, virtually all of the unlock requests on Confidential Exhibit B have been processed, and the

remaining locked records are locked due to no fault of Qwest. Thus, none of these are pending migrate orders.

- Confidential Exhibit C contains what AT&T claims is a list of 108 pending unlocks in Arizona for which Intrado has not received an unlock message for 14 days. These are records for which AT&T would receive a "760" error. All of these records are either locked to TCG currently, have not been ported, or are locked to another service provider (not Qwest). In other words, Qwest is not responsible for any pending 760 errors on Confidential Exhibit C. Thus, none of these are pending migrate orders.
- AT&T claims that the process Intrado has developed will not work and is untested. As Confidential Exhibit 5 to Qwest's Verified Response states, Intrado has developed clear processes and a dedicated Staff to perform the unlock investigations. NENA also has recommended the process Intrado is using. Furthermore,<sup>2</sup> **\*\*\*BEGIN CONFIDENTIAL DISCUSSION\*\*\***

**\*\*\*END CONFIDENTIAL DISCUSSION\*\*\***

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<sup>2</sup> Qwest does not believe the redacted discussion and Confidential Exhibit 1 to this Surreply are necessarily confidential to AT&T. Out of a surfeit of caution, Qwest has marked this discussion confidential. If Staff or AT&T disagrees, Qwest would not oppose redesignating this discussion non-confidential.

Qwest strongly believes that 911/E911 services should be provided reliably and in a nondiscriminatory fashion. However, AT&T also has responsibility for managing its records in the E911 database. AT&T repeatedly claims that Qwest has "failed" to unlock records in the E911 database although the data show that AT&T is submitting migrate records before it has finished its number porting activities or when the record is locked to other carriers, not Qwest. Industry standards from the National Emergency Number Association ("NENA") state that carriers are to validate that they completed their number porting functions before requesting updates to the E911 records (i.e., migrate records). As Qwest's investigations have revealed, it is not Qwest's failure to unlock records that is causing many of the "problems" of which AT&T complains. Instead, it is AT&T's failure to determine the status of its number port activities before it asks for an unlock that has led to many of the errors AT&T receives. Furthermore, many of the locked records about which AT&T complains are locked to other carriers. Where a record is locked by another carrier, Qwest has no role in the unlocking of that record.

Despite the absence of evidence to support AT&T's assertions, Qwest is ahead of the curve in addressing the issue of locked E911 records. As stated in Qwest's Verified Response, Qwest has implemented the December 2001 draft NENA recommendations to address locked records. Qwest contracted with Intrado to implement the NENA-recommended process to unlock Qwest records based on validation in NeuStar's number portability database that the CLEC has activated the number port. As scheduled, Intrado implemented that solution on February 25, 2002. Qwest has also arranged under this process for Intrado to unlock CLEC records (upon CLEC authorization to do so) at no charge to CLECs. Thus, Qwest has demonstrated its commitment to provide 911/E911 services in a reliable and nondiscriminatory manner.

## DISCUSSION

### B. AT&T Again Has Overstated The Number Of Records Locked By Qwest.

In its Reply, AT&T takes issue with Qwest's claim that as of the filing of Qwest's Verified Response, AT&T had only nine Arizona numbers locked to Qwest. AT&T alleges that it has experienced over 1,100 locked E911 records in the past year.<sup>3</sup> AT&T further claims that it currently has 156 records that are locked to Qwest and that received a "755" error code and 106 records locked to Qwest that have received a "760" error code.<sup>4</sup> Both of these claims are incorrect.

AT&T admits that it has not kept historical records of numbers for which it has received a "755" error code and has not kept complete records of numbers that receive the "760" error code before November 2001.<sup>5</sup> AT&T further admits that it has not fully investigated either the 156 "755" errors or the 108 "760" errors on Confidential Exhibits B and C.<sup>6</sup> Qwest has investigated all of the numbers on AT&T's Confidential Exhibits, and again states that AT&T is exaggerating its claims. Qwest's investigation is described below and summarized on Exhibits 2-4.

#### 1. Analysis of Confidential Exhibit D

With respect to the numbers listed on Confidential Exhibit D, AT&T admits that there are many "repeats" or duplicates on this list. According to AT&T, there are 1,206 numbers on

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<sup>3</sup> AT&T Reply at 2.

<sup>4</sup> Wilson Affidavit ¶ 9-10. As discussed in Qwest's Verified Response, the "755" error code is a "soft" error. It does not require CLEC action. Rather, Intrado reprocesses numbers that receive a 755 error for 14 days. If Intrado is unable to process the number, then the carrier submitting the order receives a "hard" 760 error. Carriers are responsible for investigating the 760 errors.

<sup>5</sup> *Id.* ¶ 11.

<sup>6</sup> *Id.* ¶ 9.

Confidential Exhibit D and 1,142 unique numbers.<sup>7</sup> Based upon Qwest's investigation of Confidential Exhibit D, over half of the numbers (616 numbers) are assigned to TCG (not Qwest) and ported to another CLEC (again, not to Qwest). Qwest reaches this determination because the 616 numbers have two NXX codes (602-606 and 602-735) that are assigned to TCG in the LERG. Accordingly, at least half of the numbers on Confidential Exhibit D do not belong to Qwest and were neither ported from nor ported to Qwest. Thus, Qwest had no involvement with these records at all. TCG was assigned these numbers by the North American Numbering Plan Administrator ("NANPA") and was the party responsible for porting them to another CLEC. These numbers reside in the TCG switch and Qwest has no involvement in the porting of these numbers between TCG and another service provider.

Furthermore, Qwest's investigation reveals that 200 numbers on Confidential Exhibit D have not been ported as of March 6, 2002. Thus, there should have been no unlock request for these numbers. Qwest bases this determination on the fact that these numbers are not found in the local number portability database, and thus have not been activated as ported numbers. Sixteen of these numbers are assigned to neither Qwest nor AT&T. Rather, based upon the NXX code, Qwest has determined that these numbers were assigned to another CLEC and were ported to AT&T. Again, Qwest had no involvement with the porting or the locking/unlocking of these numbers in this transaction between two CLECs. Thirteen of the numbers were ported to another CLEC, not AT&T. Six of these numbers were ported between two CLECs; Qwest was not involved in these ports. One number is an AT&T number that was ported to Qwest. For this number, AT&T was the party responsible for unlocking the record.

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<sup>7</sup> AT&T notes that there are 64 duplicate numbers on the list. *Id.* ¶ 7-8. Because Qwest could not manipulate the list in Exhibit D to exclude duplicates, Qwest manually counted them and found 63 duplicate numbers.

Excluding the records described above, there are approximately 292 numbers that Qwest determined belonged to Qwest. As AT&T acknowledges, these numbers were included in the November 2001 reconciliation of unlocked records.<sup>8</sup>

## 2. Analysis of Confidential Exhibit B

Qwest investigated all 156 records on Confidential Exhibit B. These are the records that have received a "soft" 755 error. Based upon Qwest's investigation, for 147 of these 156 records, the record is currently locked to TCG in the E911 database. None of these 147 records turned into "hard" 760 errors. Three numbers have not been ported according to data in the local number portability database. In other words, for these records, AT&T had not completed its provisioning work, should not have sent a migrate record request to Intrado, and Intrado should not have unlocked the record. Six of these records are locked to another service provider other than TCG or Qwest. Thus, Qwest is not responsible for unlocking these records. Therefore, every number on Confidential Exhibit B is either locked to TCG already or remains locked due to no fault on Qwest's part.

## 3. Analysis of Confidential Exhibit C

Qwest has investigated all 108 numbers listed on Confidential Exhibit C. These are the records for which AT&T allegedly received a 760 error, meaning that Intrado could not process the migrate order for 14 days. Based upon Qwest's investigation, 31 of these records are currently locked to TCG. Twenty seven of these records have not been ported according to data in the local number portability database. Again, for these 27 records, AT&T has not completed its provisioning work, and Qwest should not have unlocked the record. Fifty of these records are locked to another service provider other than TCG or Qwest. Thus, Qwest is not responsible for unlocking these records. Thus, there are no 760 errors on Confidential Exhibit C for which Qwest is responsible.

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<sup>8</sup> *Id.* ¶ 7, 9.

**C. Qwest Has Implemented NENA-Recommended Processes For Addressing Record Locks/Unlocks.**

As discussed in Qwest's Verified Response, unlocking of customer records has been an issue discussed in the national industry meetings for both the Local Number Portability Administration - Working Group ("LNPA") and NENA. In its December 2001 meeting, NENA reached agreement on a draft standard recommendation for handling the unlocking of records by database administrators so that the migrate orders from the new service provider can be processed in a more timely manner.<sup>9</sup> The draft NENA standard is currently in the approval process by the NENA membership. It has passed two levels of the approval process, and Qwest anticipates final approval of the standards by the end of the first quarter of 2002.

Following the NENA meeting, Qwest began discussions with Intrado to implement the new process for unlocking Qwest records for the new service provider's migrate orders. In accordance with the time line previously submitted as Confidential Exhibit 5 to Qwest's Verified Response, Intrado implemented this new process on February 25, 2002. Under this process, if the new service provider's E911 database update (i.e., migrate order) is unsuccessful due to a locked record, Intrado will access the Local Number Portability ("LNP") database, NeuStar's Number Portability Administration Center ("NPAC") database, to determine if the new service provider has activated the port. If the CLEC has activated the port subscription in the NPAC, Intrado will then unlock the record and process the migrate order to update the E911 database. Intrado has a dedicated team assigned to perform this function.

As Qwest pointed out in its Verified Response, CLECs will also benefit from Qwest's proactive efforts. Intrado has agreed to unlock a CLEC's customer records under this process, for no additional charge, if authorized to do so by the CLEC. In addition, Intrado has sent notification to all of the service providers' (CLECs and incumbent LECs) 911 database

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<sup>9</sup> The draft NENA standard was attached to Qwest's Verified Response as Exhibit 4.

administrator contacts regarding this process. Although AT&T claims that Intrado's process is unworkable and insufficient, AT&T takes no issue with the fact that this process is the one currently recommended by NENA. Clearly, the industry has reached consensus in the NENA that this process will alleviate locking and unlocking issues for all carriers. Moreover, Qwest has learned from Intrado that since implementation of its solution, Intrado has investigated the unsuccessful migrates and when valid (i.e., the port activation is complete), cleared all migrate records submitted each day. In fact, on March 5, 2002, AT&T informed Qwest during hearings in Minnesota that AT&T had submitted hundreds of numbers to Intrado for unlocking to "test" the Intrado process. **\*\*\*BEGIN CONFIDENTIAL DISCUSSION\*\*\***

**\*\*\*END CONFIDENTIAL\*\*\***This, alone, should warrant rejection of AT&T's request to reopen the record on this checklist item.

**C. AT&T's Demand For PID Review Is Unnecessary And, In Any Event, Must Be Raised In The TAG.**

AT&T closes its reply with a claim that the DB-1 and DB-2 PIDs should be revisited or, alternatively, new PIDs developed to address the locking and unlocking of records. AT&T's

demand does not warrant reopening the record on this checklist item, nor does it warrant modifications to the PIDs. As Qwest's briefs and exhibits demonstrate, the "problem" of which AT&T complains is overstated and, in many instances, one of its own making. AT&T often submits its migrate orders to Intrado when the number port has not been completed and no unlock should be performed. Furthermore, many of the records on AT&T's most recent lists are locked to other carriers, not Qwest.

AT&T's issues with the PIDs are properly raised before the Technical Advisory Group, as AT&T is well aware. Although Qwest disagrees that PID modifications are necessary, if AT&T believes that it can make a case for PID changes, then it must bring its case to the TAG so that all carriers can participate and the experts who have been addressing the PIDs can evaluate AT&T's claims. The TAG is a collaborative process, and AT&T cannot short circuit that process.

#### CONCLUSION

There is no need to reopen the record on checklist item 7. As Qwest has demonstrated twice now, AT&T is overstating its claims regarding the number of Qwest locked records and the magnitude of the "problems" it has encountered. Furthermore, Qwest has implemented an industry-recommended solution to this issue that is working, apparently to the satisfaction of TCG. Qwest respectfully requests that Staff and the Commission deny AT&T's motion.

DATED: March 11, 2002

Respectfully submitted,

By: \_\_\_\_\_  
Timothy Berg  
Theresa Dwyer  
FENNEMORE CRAIG, P.C.  
3003 North Central Ave., Suite 2600  
Phoenix, Arizona 85012-2913  
(602) 916-5421  
(602) 916-5999 (fax)

Andrew D. Crain  
Qwest Corporation  
1801 California Street, Suite 4900  
Denver, CO 80202  
(303) 672-2926

*Attorneys for Qwest Corporation*

## EXHIBIT 1

[REDACTED AT&amp;T CONTACT NAME AND TELEPHONE NUMBER]

Message-ID:

&lt;D955A3C20F1C74439A3D7C8BD59310EF064E82E6@cougar.scc911.com&gt;

From: "Watkins, Anita" &lt;AWatkins@intrado.com&gt;

To: "Smith, Tom" &lt;tsmith@intrado.com&gt;

Cc: "'kleigh@qwest.com'" &lt;kleigh@qwest.com&gt;

Subject: FW: 755 Errors

Date: Wed, 6 Mar 2002 13:07:52 -0800

MIME-Version: 1.0

X-Mailer: Internet Mail Service (5.5.2653.19)

Content-Type: multipart/mixed; boundary="----

\_\*\_NextPart\_002\_01C1C6CF.EB86BB50"

Let me know what I should do with this.

-----Original Message-----

From: [REDACTED]@att.com]

Sent: Wednesday, March 06, 2002 1:28 PM

To: Watkins, Anita

Cc: Rechsteiner, Steven J, NLNS; Carrera, Richard A, NLNS

Subject: FW: 755 Errors

Anita,

As discussed with Rich Carrera, the new process for migrating numbers is as follows:

Please unlock records with a TCG customer code that have ported to another LEC via NPAC.

Secondly, the spreadsheets you sent yesterday (03/05/02): please read below...

I have researched all TN's and I have found that these TN's will not be migrated to TCG. We have either disconnected these TN's in our billing or

they were not found in NPAC which is an Internal LNP error.

Attached are the 4 spreadsheets you originally sent. I added additional information that was found throughout my research. Disconnected, not found, etc...

Thanks

[REDACTED]

[REDACTED]

AT&T E911

[REDACTED]@ems.att.com

[REDACTED]

-----Original Message-----

From: Watkins, Anita [mailto:AWatkins@intrado.com]

Sent: Tuesday, March 05, 2002 10:55 AM

To: [REDACTED], NLNS

Cc: Rechsteiner, Steven J, NLNS

Subject: 755 Errors

Kip,

As part of the new 755 NPAC validation for Qwest we have to look at all

numbers that are currently locked to Qwest and have a 755 error on them. If

NPAC shows you as the new service provider, we are unlocking the Qwest

numbers and validating your errors so the migrate goes through. I have

several large accounts that show TCG is trying to migrate but NPAC shows the

account is still locked to USWC. Could you verify if you are still

migrating these accounts, if you aren't, we need to have these errors

deleted. if you are, could you change NPAC to show that you are the new

service provider so that these errors can be worked? Let me know if there

is anything I can do to help.

Thanks,

Anita

<<eeh4-5.xls>> <<nav 4-5.xls>> <<CSG4-5.xls>> <<horton  
1-5.xls>>

## EXHIBIT 2

## Summary of Qwest Analysis of AT&amp;T Confidential Exhibit D

Analysis of Telephone Numbers (TNs)	Total Number of TNs (1,206)
Duplicate TNs	63
TN is assigned to TCG, not Qwest	616
TN not found in the LNP database (i.e., not ported)	200
TN is assigned to another CLEC, not Qwest	16
TN is ported to another CLEC, not AT&T	13
TN is ported CLEC to CLEC; Qwest not involved	6
TN is ported from AT&T to Qwest	1
TNs ported from Qwest to AT&T	292 [on November 2001 reconciliation list sent to AT&T]

## EXHIBIT 3

**Summary of Qwest Analysis of AT&T Confidential Exhibit B**

<b>Analysis of Telephone Numbers (TNs) That Received 755 Error Code</b>	<b>Total Number of TNs (156)</b>
Locked to TCG	147
Locked to another service provider, neither Qwest nor TCG	6
TN not found in the LNP database (i.e., not ported)	3
TNs that Qwest should unlock	0

EXHIBIT 4

Summary of Qwest Analysis of AT&T Confidential Exhibit C

Analysis of Telephone Numbers (TNs) That Received 760 Error Code	Total Number of TNs (108)
Locked to TCG	31
Locked to another service provider, neither Qwest nor TCG	50
TN not found in the LNP database (i.e., not ported)	27
TNs that Qwest should unlock	0

Date: 01/31/01 Time: 09:21:54  
Tel: 800-441-4600

From: \*\*\* DO NOT REPLY. This E-Mail is not from a person!  
\* Move to VM to E-Mail Server  
Subject: EASTERN ARCHIVE RETRIEVAL  
Originated From: STANBO at SYSC Dataset Name: WFAC.#ER.VOTAR01.DETAIL  
1  
2 NOTICE: NOT FOR DISCLOSURE OUTSIDE THIS COMPANY OR TELCORDIA

TELECORDIA, INC. WITHOUT WRITTEN PERMISSION.

001/01/01 10:58:32  
\*\*\*\*\*T\*\*\*\*\*

WORK AND FORCE

Page PAGE 1  
NEW NUMBER: 100-501-500 MAINTENANCE DATABASE  
ARCHIVED  
RUN ID : VOTAR01  
ARCHIVED TROUBLE REPORT  
REPORT ID: VOTAR01D  
TELECORDIA TECHNOLOGIES, INC.  
RELEASE : 4.7

-----

\*\*\*\*\* REPORT: M931500 REPORTING INFORMATION

\*\*\*\*\* WPLMNLIA01 CKT: M 2  
\*\*\*\*\* WPLMNLIA01 CKT SOURCE:

ENT FROM/TO IND: ZONE ID: CST  
REASONING CSC: CAC: MBG3FE4  
ENT STATUS: IE  
REP-IN TR#:  
RECEIVE TIME: 10/11/01 14:37 TROUBLE TYPE: NOT  
RECEIVED BY: AHO REPORTED BY: GARY  
REPORT TYPE: CR

REPORT: SHOWING TRNKS OOS IN THEIR

\*\*\*\*\*  
WPLMNLIA02  
WPLMNLIA01  
ACCESS FROM: TO  
IRATE CUSTOMER:  
TELEPORT/COMMUNICATI  
START OF SVC: 04/19/01

CHRONIC COMPLAINT: N



DATE CALLED CUST BACK: MTCE PLAN USOC CODE#1:  
NO  
EXT CARRIED ID:  
TIME CALLED CUST BACK: MTCE PLAN USOC CODE#2:  
TO  
# BORE STUDY FIELD:  
CURRENT COMMIT DATE: 10/11/01 COMMIT\_FLAG: N  
CA  
# OR TRUNK GRP ACCESS CODE: ALL15561  
CURRENT COMMIT TIME: 17:36 ICO\_NAME:  
A1  
# ORIG # FOR ITS TESTING: FIRST TEST RESULT CODE:  
FIRST COMMIT DATE: 10/11/01  
A1  
# CALLED# FOR ITS TESTING: REQ\_COMMIT:  
FIRST COMMIT TIME: 17:36 GROUP TYPE:  
CA  
#P NAME: DISPATCH ROUTE NUMBER:  
NUM OF WORKING CKT:  
LO  
# PRIORITY SERVICE: WFAC CTTN:  
WEAFC A FOR WEADO HO:  
EM  
#A START DATE: SVC CODE:  
WEAFC E FOR WEADO HO:  
EM  
#A START TIME: WIRE CENTER GROUP:  
RESPONSIBLE DISPATCH CTR:  
OF  
#N ENDED GRPACONT FLAG: PIC:  
KE  
TF:  
E NOTICE: NOT FOR DISCLOSURE OUTSIDE THIS COMPANY OR TELCORDIA  
TECH  
LOGGING, INC. WITHOUT WRITTEN PERMISSION.  
001/24/02 10:58:32 WORK AND FORCE  
ADMINISTRATION/CON  
TRBL PAGE 2 MAINTENANCE DATABASE  
WEB BOOK(B) : 190-583-908  
ARCHIVING  
REPORT RUN ID : VOTAR01  
USER CUC(B) : ARCHIVED TROUBLE REPORT  
DETAIL REPORT ID: VOTAR01D  
TELECORDIA TECHNOLOGIES, INC.  
RELEASE : 4.7  
PORT: INVO: RTN: RTNN: POOL:  
MEET POINT LOCATION: MEET POINT CABLE:  
ME  
#T POINT VAIN:

MEET POINT CLLI:  
RE  
LATED REQUEST TYPE:

MEET POINT PROVIDER:

---

TROUBLE REPORT: ME935686  
INFORMATION

CLOSEOUT

---

ACTUAL LINK:  
PLACED  
CU ATT.

SUMMARY: CKT WAS TOTALLY DISC. REWIRED AND

TROUBLE CODE: CO

ANALYSIS CODE: 06

FIRST SIX SERVING LINKS: 001 002

M-ACT: A

DUE: 10/11/01 14:37

DURATIONS:

RESTORED: 10/11/01 16:16

BY: DNL SYS: CTL

SERVICE OBJECTIVE:

03:00

DELAYED MAINT - SVB:

CLOSED: 10/11/01 18:48

BY: DNL

HANDOFFS:

0001:37

DELAYED MAINT - OTHER:

CANCELLED:

REFERRALS:

NO ACCESS - SVB:

RESPONSIBLE:

0001:39

NO ACCESS - OTHER:

CUT OF SV: Y

SERVING BUREAU:

0000:02

BILLING FORM EXISTS:

CENTRAL OFFICE:

0001:37

(ESCALATED 0 TIMES)

LOCAL FACILITIES:

LNOS FST:

LMOS CLEARING EST:

TYPE:

WORK PERFORMED CODE:

DISPOSITION CODE: 0532

INIT. STATUS CODE:

CAUSE CODE: 150

ROUTE CODE:

SPECIAL STUDY CODE:

EMPLOYEE CODE:

CABLE TTN:

NARRATIVE:

CABLE TTN SOURCE:

EXCLUDED:

FST NARRATIVE: CKT WAS TOTALLY DISC. REWIRED AND PLACED CU ATT.

0-----

-

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TROUBLE REPORT: ME935686

TIMER AND ACTIVITY

INFORMATI

ON

START END  
 SCHEDULED CENTER ACTV REMOTE VENDOR  
 DATE/TIME DATE/TIME FCT BY TO LOCATION

SSC

CRAFT  
 REPORT DATE/TIME TYPE INFO TR #  
 -----  
 10/11/01 14:39 10/11/01 16:16 HDC AHO MPLSMNDT HPKNMNASMA2

JVR  
 284NT0861 10/11/01 15:09 C

-----  
 TROUBLE REPORT: ME935686 NMA  
 INFORMATION

-----  
 DURATION: 0001:39 NMA TICKET #: NMA MACHINE  
 SOURCE:  
 ENTITY TYPE: ENTITY FMT: ENTITY ID:  
 HICAP CNT: HICAP CKT FMT: HICAP CKT FMT:  
 NMA PRIORITY: PRTY OF ACTION: SURVEILLANCE MODE:  
 LOC OF ALARM:  
 SVC AFFECT IND: DIGIT SGNL LVL: NMA REL  
 TR#: DIVERSITY COUNT:  
 REL NTT: REL NTT S: NMA TSP:  
 THRESHOLD:

-----  
 TROUBLE REPORT: ME935686 MPC  
 INFORMATION

-----  
 OCCUR MPC CODE: ORIG MPC CODE:  
 NOTICE: NOT FOR DISCLOSURE OUTSIDE THIS COMPANY OR TELCORDIA  
 TECHN  
 OLOGIES, INC. WITHOUT WRITTEN PERMISSION.  
 03/24/02 10:58:32 WORK AND FORCE  
 ADMINISTRATION/CON  
 TROL PAGE 3 MAINTENANCE DATABASE  
 RUN BOOK(S) : 190-583-508  
 ARCHIVING  
 REPORT RUN ID : VOTAR01  
 USER OCC(S) : ARCHIVED TROUBLE REPORT  
 DETAIL  
 REPORT REPORT ID: VOTAR01D

TELECOMIA TECHNOLOGIES, INC.

RELEASE : 4.7

RULE FLAG: N DISPATCH AUTH: Y AUTO HANDOFF M &  
C.

SCRIPT NAME:  
EXCEPTION FLAG: RULE FLAG: AUTO  
HANDOFF DEST:  
SCRIPT DATE:  
EXCEPTION CRIT: RULE SET: AUTO

HANDOFF

TYPE:

SCRIPT TIME:

EXCEPTION VALUE: RULE NUMBER: NMA REC HO LOC:  
SCRIPT COMPLETED:

-----  
\*

TERMINAL REPORT: ME935686 EB INFORMATION

0 BU EB  
TR# ME935686 CKT 2 /PH5-ESDAKT JJ/MPLSMNCDD3/7-/MPLSMNDT2ED  
CUS TR# CTSP CUS PRI  
CUS CKT  
CNY LTERM SV TP ACNA TPM CCNA TPM  
CKT ACC CUS P1 CUS P2

P1  
Q1  
P1  
Q1

-----  
\*

TERMINAL REPORT: ME935686 TOS

INFORMATION

REMOTE TESTABLE: Y TEST IND: Y

-----  
\*

TERMINAL REPORT: ME935686 LOG INFORMATION

-----  
\*

REP: MPLSMNLIA01CNT M 2 /PH5-ESDAKT JJ/MPLSMNCCDS3/7-/MPLSMNDT2ED

DATE TIME ID FCT EVENT  
 ACTIVITY

10/11/01 1843 CTL RMK THE ON-LINE CONVERSION PROCESS HAS  
 BEEN  
 INITIALLY

CONVERTED THIS TROUBLE REPORT FROM  
 MACR

LEVEL

(0072) TO (0073).

10/11/01 1848 DNL CLD FIX  
 10/11/01 1848 DNL RST FIX

MPLSMNLIA01/SAT/19Q 10/11/01 16:16  
 ME935686  
 CKT WAS TOTALLY DISC.  
 REWIRED AND

PLANN

8 OF ATT.

CUSTOMER ADVISED

10/11/01 1847 DNL RMK FIX I

CALLED AND LEFT VMAIL WITH GARY

0 08

TO CLOSE.

10/11/01 1844 CTL PGT FIX  
 DEFECT THRESHOLD MET  
 REP MPLSMNDT /020290.08  
 10/11/01 1826 DNL RMK FIX  
 ON 0

STTLWAACA03/SAT/000

THEY MADE TEST CALLS AND GOES THRU

BT GARY

SAYS DISPATCHER IS GETTING ANGRY  
 WITH  
 ALL THEIR

TEST CALLS

10/11/01 1619 DNL RMK FIX

GARY AT TELEPORT CALLED FOR STATUS

10/11/01 1618 DNL GRB FIX

MPLSMNLIA01/SAT/19Q

10/11/01 1616 CTL BER FIX  
 AUTO RESTORE NOT REQUESTED BY  
 WFA/DI OR

BT/00

0

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YOUNG

CORPORATION, INC. WITHOUT WRITTEN PERMISSION.

001/11/02 10:58:32

ADMINISTRATION/CON

TEXT

PAGE 4

REP SCOR(8) : 190-583-508

ARCHIVED

REPORT

RUN ID : VOTAR01

REP DOC(8) :

MAINTENANCE DATABASE

ARCHIVED TROUBLE REPORT

DETAIL  
 REPORT

REPORT ID: VOTAR01D

TELECORDIA TECHNOLOGIES, INC.  
 RELEASE : 4.7

-----  
 TROUBLE REPORT: ME935686

LOG INFORMATION

SSC: MPLSMNLIA01CKT M 2 /PH5-ESDAKT JJ/MPLSMNCDDS3/7-/MPLSMNDT2ED

0 DATE TIME ID FCT EVENT

ACTIVITY

-----  
 10/11/01 1616 DI CCC FIX HPKMNNASMA2 MPLSMNDT JVR

284NT0561

10/11/01 16:16

10/11/01 1616 DI CCU FIX HPKMNNASMA2 MPLSMNDT

284NT056

1

CKT WAS TOTALLY DISC. REWIRED AND  
 PLACE

D CU ATT.

JVR

10/11/01 1608 JLD RMK FIX SEE ALSO ME935777

10/11/01 1603 CTL PGT FIX STTLWAACA03/SAT/000

DETECT THRESHOLD MET

EQP MPLSMNDT /020290.08

10/11/01 1602 DI CCL FIX HPKMNNASMA2 MPLSMNDT JVR

10/11/01 16

:02

10/11/01 16:02

10/11/01 1602 DI CCP FIX HPKMNNASMA2 MPLSMNDT JDC 000%

284NT

0561

10/11/01 16:02

10/11/01 1509 CTL HCX FIX HPKMNNASMA2 MPLSMNDT

284NT056

1

10/11/01 1501 DI CCL FIX HPKMNNASMA2 MPLSMNDT JDC

10/11/01 15

:01

10/11/01 15:01

10/11/01 1457 DI CCU FIX

HPKMNNASMA2 MPLSMNDT

284NT056

1

LAP CORAC/PR TKT

10/11/01 1457 DI CCU FIX

HPKMNNASMA2 MPLSMNDT

REANT056

1

LAP CORAC/

10/11/01 1439 DI CCA FIX

HEKMNNASMA2 10/11/01 14:39

REANT0561

MBG3B

10/11/01 1439 AHO RMK FIX ND TEST ASSIST CAC=MBG3FE4 PLZ

CHECK WI

RING IN

YOUR OFC-SHOW WIDE OPEN, JUST

HAPPEN 5

MINUTES AGO

PLZ CLBK TO ANN H 800 357 0911

10/11/01 1439 AHO ADP FIX

MPLSMNLIA01/SAT/19G

10/11/01 1439 AHO HDC FIX

MPLSMNLIA01/SAT/19G MPLSMNDT

NSG

BB CO

10/11/01 14:39 10/11/01 15:09

MPLSM

NOT

10/11/01 1437 AHO GRB FIX MPLSMNLIA01/SAT/19G

10/11/01 1437 AHO DIA FIX MPLSMNLIA01/SAT/000

END OF BACKGROUND TROUBLE ADD  
PROCESS (

VOTAR01)

10/11/01 1437 AHO ADD FIX MPLSMNLIA01/SAT/000 10/11/01 14:37

TYPE= NOT

SHOWING TRNKS OOS IN THEIR SWTCH

10/11/01 1437 AHO RCV ENTR /SAT/000 10/11/01 14:37

0

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OLOGIES, INC. WITHOUT WRITTEN PERMISSION.

001/24/02 10:58:32

WORK AND FORCE

ADMINISTRATION/CON

TR01

PAGE 5

RUN BOOK(S) : 190-583-508

MAINTENANCE DATABASE

ARCHIVING

REPORT

RUN ID : VOTAR01

USRE DOC(S) :

ARCHIVED TROUBLE REPORT

DETAIL

REPORT

REPORT ID: VOTAR01D

TELCORDIA TECHNOLOGIES, INC.

RELEASE : 4.7

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**PS/ALI Amendment  
to the Interconnection Agreement between  
Qwest Corporation and**

**\_\_\_\_\_**  
**for the State of \_\_\_\_\_**

This is an Amendment ("Amendment") for PS/ALI to the Interconnection Agreement between Qwest Corporation ("Qwest"), formerly known as U S WEST Communications, Inc., a Colorado corporation, and \_\_\_\_\_ ("CLEC"). CLEC and Qwest shall be known jointly as the "Parties".

**RECITALS**

WHEREAS, CLEC and Qwest entered into an Interconnection Agreement ("Agreement") for service in the state of \_\_\_\_\_ which was approved by the \_\_\_\_\_ Commission ("Commission"); and

WHEREAS, the Parties wish to amend the Agreement further under the terms and conditions contained herein.

**AGREEMENT**

NOW THEREFORE, in consideration of the mutual terms, covenants and conditions contained in this Amendment and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

**Amendment Terms**

The Agreement is hereby amended by adding terms, conditions and rates for PS/ALI as set forth in Attachment 1 and Exhibit A, to this Amendment, attached hereto and incorporated herein by this reference.

**Effective Date**

This Amendment shall be deemed effective upon approval by the Commission; however, the Parties may agree to implement the provisions of this Amendment upon execution. To accommodate this need, CLEC must generate, if necessary, an updated Customer Questionnaire. In addition to the Questionnaire, all system updates will need to be completed by Qwest. CLEC will be notified when all system changes have been made. Actual order processing may begin once these requirements have been met.

**Further Amendments**

Except as modified herein, the provisions of the Agreement shall remain in full force and effect. Neither the Agreement nor this Amendment may be further amended or altered except by written instrument executed by an authorized representative of both Parties.

\_\_\_\_\_ And CLEC name/state

The Parties intending to be legally bound have executed this Amendment as of the dates set forth below, in multiple counterparts, each of which is deemed an original, but all of which shall constitute one and the same instrument.

_____	<b>Qwest Corporation</b>
_____	
_____	
<b>Signature</b>	Signature
_____	
_____	
<b>Name Printed/Typed</b>	Name Printed/Typed
_____	
_____	
<b>Title</b>	Title
_____	
_____	
<b>Date</b>	Date

## ATTACHMENT 1

### Ancillary Services

#### 1.0 PS/ALI Service

##### 1.1 Description

1.1.1 Private Switch/Automatic Location Identification (PS/ALI) Service provides End User Customers using a private telephone switch, such as Private Branch Exchanges (PBXs) and some Centrex/Centron, with the Selective Routing and/or Automatic Location Identification (SR/ALI) feature(s) of E911 for individual telephone stations served by the PBX or Centrex/Centron. The PS/ALI capability allows for the storage and retrieval of Automatic Location Identification and/or the Selective Routing of that call to the appropriate Public Safety Answering Point (PSAP).

1.1.2 CLEC's PS/ALI Customer's systems are viewed as a serving wire center within the E911 network. The Automatic Number Identification (ANI) generated by the PBX/Centrex/Centron will be read, processed, and utilized as if it were a typical end office switch. The E911 SR will route the E911 PS/ALI call to the appropriate PSAP based on the ANI received 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 name, address and location information. The PSAP monitor then displays the station address and location information for handling by the emergency response personnel.

1.1.3 The PS/ALI capability consists of the ALI database updates and transport of PS/ALI calls to an E911 SR or to the appropriate PSAP.

##### 1.2 Terms and Conditions

1.2.1 PS/ALI service is only available in areas where E911 is currently being supported. PS/ALI is not available with Basic 911 service.

1.2.2 CLEC or CLEC's PS/ALI Customer is responsible for establishing and maintaining the E911 database records for the PBX/Centrex/Centron. CLEC or CLEC's PS/ALI Customer shall provide the PBX/Centrex/Centron ALI information to Qwest's designated E911 database provider. PS/ALI information includes the name, address and location information for each station behind the PBX/Centrex/Centron. Qwest does not guarantee or confirm the accuracy of Customer-provided information.

1.2.3 When the station user dials 911, the PBX/Centrex/Centron must be able to recognize the digits as a complete dialing code. (In some systems, it may be necessary

ATTACHMENT 1

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). The PBX/Centrex/Centron must provide a full seven-digit numbering system and the associated ANI for every station within the Private Switch. If the seven-digit number is not dialable, CLEC's PS/ALI Customer is responsible to identify the associated call back number to be populated in the database. PS/ALI Service is not available with Digital Switched Service (DSS). PS/ALI is available over Primary Rate Interface (PRI) trunks. If CLEC's PS/ALI Customer uses Integrated Service Digital Network - Primary Rate Interface (ISDN-PRI) to provide PS/ALI, special Centralized Automatic Accounting (CAMA) trunks are not required.

1.2.4 For PS/ALI resold service, CLEC shall meet the terms and conditions for Qwest's PS/ALI retail product as defined in the Qwest PCAT, Access to Emergency Services (911/E911).

### 1.3 PS/ALI Database Updates

1.3.1 Qwest's designated E911 database provider, an independent third party, will be responsible for maintaining the PS/ALI E911 database. Qwest's E911 database provider will provide the CLEC's PS/ALI Customer with the specific PC based PS/ALI software requirements to access and update the ALI database with their station name, address and location information.

1.3.2 CLEC's PS/ALI Customer will provide the input and validation of station data directly into the ALI database. CLEC's PS/ALI Customer will provide station data to Qwest's ALI database provider that is Master Street Address Guide (MSAG) valid and utilizes National Emergency Number Association (NENA) guidelines. PS/ALI follows the NENA-02-010 Recommended Formats and Protocols For ALI Data Exchange, NENA-02-011 Recommended Data Standards for Local Exchange Carriers (LEC), ALI Service Providers and 911 Jurisdictions. Qwest will furnish the CLEC with any variations to NENA recommendations required for PS/ALI database input.

### 1.4 PS/ALI Database Accuracy

1.4.1 PS/ALI database accuracy shall be measured jointly by the PSAPs and Qwest's database provider. The reports shall be forwarded to CLEC or CLEC's PS/ALI Customer by Qwest's database provider when relevant and will indicate incidents when incorrect or no ALI data is displayed. The responsible Party will take corrective action immediately.

1.4.2 Each Party providing PS/ALI updates to the E911 database will be responsible for the accuracy of its records. Each Party providing updates specifically agrees to indemnify and hold harmless the other Party from any claims, damages, or suits related to the accuracy of station data provided for inclusion in the E911 Database.

\_\_\_\_\_ Amd CLEC name/state

## 1.5 PS/ALI Interconnection

1.5.1 Facilities-based CLEC's shall interconnect direct trunks from CLEC's network to the PSAP or the E911 tandem (selective router), in accordance with the terms and conditions identified in "E911 Interconnection". If technically capable, the CLEC may route PS/ALI calls over CLECs existing E911 Interconnection trunks. In some instances technical requirements may necessitate provisioning dedicated PS/ALI CAMA trunks between either the CLECs switch and the E911 selective router or PSAP or between the CLEC's PS/ALI Customer PBX/Centrex/Centron and the E911 selective router or PSAP. In these instances the dedicated PS/ALI ES CAMA trunks must comply with the terms and conditions of standard E911 interconnection.

1.5.2 For a reseller CLEC, or a CLEC using unbundled switching, CLEC's PS/ALI Customer is required to install a minimum of two trunks for each main location listed where the PBX/Centrex/Centron resides on a Customer's premises to the 911 system. The dedicated PS/ALI ES CAMA trunks will comply with the terms and conditions of standard E911 interconnection. PS/ALI service is available in some Qwest end offices over PRI trunks. If CLEC's PS/ALI Customer uses ISDN PRI to provide PS/ALI, special CAMA trunks are not required. Dedicated circuits are not required for Centron service.

## 1.6 Rate Elements

1.6.1 Rates and charges for PS/ALI service will be assessed based on CLEC's specific requirements. Both nonrecurring and monthly recurring rates may be applicable. Rate elements for PS/ALI are:

### 1.6.1.1 Recurring Rates - ALI Service Features

1.6.1.1.1 Monthly recurring rate for ALI storage and retrieval (per 1,000 access lines served)

1.6.1.2 Monthly recurring rate for SR for routing to designated PSAP

### 1.6.2.1 Nonrecurring Rates

1.6.2.1.1 A one-time nonrecurring charge to set-up the PS/ALI account with the E911 database provider.

### 1.6.2.1.2 PS/ALI Resale

1.6.2.1.2.1 Network Access Channel (NAC) per station location

1.6.2.1.2.2 Channel Connection (CC) per station location

1.6.2.1.2.3 Channel Performance (CP) per station location

ATTACHMENT 1

1.6.2.1.2.4 Channel Transmission (CTP) per station

1.6.2.1.2.5 Transport Mileage – Interoffice mileage between different serving wire centers and is composed of mileage bands based on a fixed or a per mile rate.

**1.7 Ordering**

**1.7.1 Facilities-based CLEC's**

1.7.1.1 Once all critical information has been obtained and agreed upon in the PS/ALI Joint Planning Meeting, CLEC's PS/ALI interconnection arrangement will determine the ordering process to be followed. If CLEC is planning on routing PS/ALI traffic over an existing E911 ES trunk group, and capacity exists to handle the additional PS/ALI traffic, CLEC will not be required to issue any changes to the existing E911 interconnection arrangement. If CLEC determines that a new dedicated PS/ALI ES trunk group is required to route PS/ALI traffic from CLEC Switch to the Qwest SR, CLEC will follow the process outlined in the PCAT E911 Ordering Section.

1.7.1.2 ALI Service Features may be ordered from Qwest or directly from the third party provider. If ordering from Qwest, CLEC will use the ASR process defined in the PCAT. If ordering directly from the third party provider, CLEC will need to establish service with the third party provider for the PS/ALI update, storage and retrieval capability.

**1.7.2 Resale**

1.7.2.1 Orders for Resold PS/ALI are submitted using the Local Service Ordering Guidelines (LSOG) and PS/ALI PCAT and should be placed via the Interconnect Mediated Access Graphical User Interface (IMA GUI) or Interconnect Mediated Access Electronic Data Interexchange (IMA EDI).

**1.8 Billing**

1.8.1 Upon completion of implementation of the PS/ALI service, Qwest will initiate PS/ALI non-recurring and recurring billing.

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**22B. RESOLUTION OF FAILED MIGRATES (See Exhibits F, G and H)**

- 22B.1** E911 Database Providers will compare "failed migrates" to the NPAC (or LSMS database) at a minimum of once each business day. (See Exhibit F)
- a. If the NPAC Service Provider owner is the Recipient company, the current E911 DBMS record shall be unlocked without donor company participation and the (M) migrate record processed. Both the Donor Company and the Recipient Company are sent notification of the DBMS actions taken.
  - b. If the NPAC owner is the Donor company, the (M) migrate record shall be placed in an error status and/or in a waiting file. During the Migrate recycle period, the NPAC database shall be referenced daily to determine if the record has been Activated by the Recipient company. If so, the record shall be unlocked and the (M) migrate record processed. If, at the end of ten (10) days, the NPAC database shows ownership remains with the Donor Company, the (M) migrate record shall be deleted. Only the Company that sent the Migrate record is sent notification of the actions taken.
  - c. If the NPAC database shows the owner is neither the Recipient nor the Donor Company, the (M) migrate record shall be placed in an error status and/or in a waiting file. During the Migrate recycle period, the NPAC database shall be referenced at a minimum once each business day to determine if the record has been Activated by the Recipient company. If so, the (M) migrate record shall be processed. If, at the end of the ten (10) days, the NPAC database shows ownership remains with a Service Provider that is not the Recipient company, the (M) migrate record shall be deleted. The company that sent the Migrate record and the NPAC identified Service Provider are sent notification of this activity. The NPAC identified Service Provider is responsible for assuring the update information is correct for the telephone number in question.
  - d. If the E911 DBMS record does not exist, the NPAC database shall be referenced to determine if the record has been Activated by the Recipient company. If so, the (M) migrate record shall be processed as an (I) insert record. If, at the end of the ten (10) days, the NPAC database shows ownership remains with a Service Provider that is not the Recipient company, the (M) migrate record shall be deleted. The Recipient company and the NPAC identified Service Provider are sent notification of this activity. (See Exhibit G)

The reporting activities by the DBMS Provider detailed above should occur no less than weekly.

**IMPORTANT NOTES:**

When the NPAC is accessed and a condition of "Record Does Not Exist" is identified for the telephone number being queried, the telephone number is not a ported or pooled number. The Service Provider who owns the NPA/NXX-X is the provider of record.

The above actions shall in no way absolve the Donor Company of their responsibility for following normal procedures for submitting (U) unlock or (D) delete records.

In Canada where the Company ID used by the 9-1-1 database systems is other than the SPID used by the NPAC-SMS / LSMS, it is understood that the above recommendations cannot apply.

- 22B.2** If an (I) insert record is received by the E911 DBMS and a record already exists in the DBMS belonging to a different Service Provider, the NPAC database shall be referenced at a minimum once each business day to determine if the record has been Activated by the Recipient company. If so, the (I) insert record shall be processed as a (M) migrate record. If, at the end of the ten (10) days, the NPAC database shows ownership remains with a Service Provider that is not the Recipient company,

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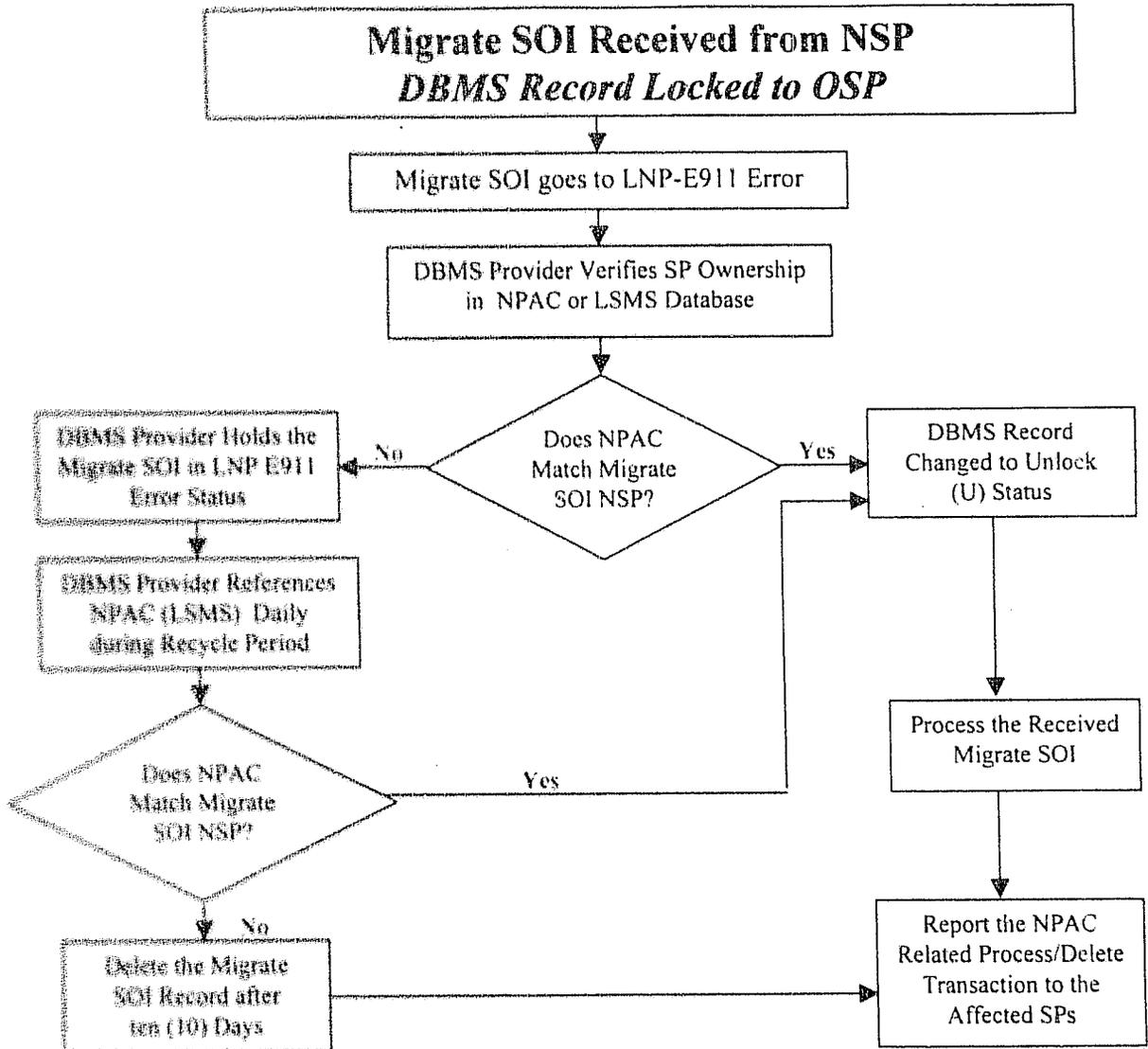
the (I) insert record shall be deleted. The company who sent the Insert record and the NPAC identified Service Provider are sent notification of this activity. (See Exhibit H)

**22B.1** Until the DBMS Service Provider has implemented standards 22B.1 and 22B.2 the following standards must be complied with:

- a. Create a unique informational message code if a migrate (M) function code transaction record is processed and the corresponding embedded database record remains locked.
- b. Create a unique informational message code if a migrate (M) function code transaction record is attempting to process and the corresponding embedded database record is locked with the recipient LEC Company ID.
- c. Create a unique error condition code identifying when a migrate (M) function code transaction record reprocessing fails in the attempt to update the 9-1-1 database.
- d. The DBMS Provider should make an exception report(s) available on a daily basis to the donor LEC if their embedded telephone number records are in an unlocked state.
- e. The DBMS Provider will reprocess all migrate (M) function code transaction records that did not successfully process because the record is still locked, a minimum of one additional time in one additional business day. Migrate (M) function code transaction records needing to be reprocessed by the DBMS will generate an informational error. If the final migrate (M) function code transaction update attempt fails, the transaction will be treated as an error. Pursuant to local regulations, it is recommended that the Company ID of the locked telephone number record in the DBMS be identified in the error record.
- f. It is recommended that the DBMS Provider change a record with a migrate (M) function code to an insert (I) function code when there is no existing telephone number record in the DBMS database to be migrated for the telephone number being ported.
- g. The donor LEC shall be responsible for identification and referral to the recipient LEC of all records unlocked (U) by their company that have not been migrated within 7 business days. Written notification should be sent to the recipient LEC with potential escalation to the appropriate regulatory authorities.
- h. The recipient LEC shall be responsible for successful resolution of all migrated (M) function code transaction records produced by their company which have not processed due to the unlock (U) function code transaction record not being generated by the donor LEC. Written notification should be sent to the donor LEC with potential escalation to the appropriate regulatory authorities.
- i. The DBMS administrator shall never re-lock a record previously unlocked by a donor LEC. The donor LEC can re-lock its own unlocked records, only if it is determined that the end-user is still a customer of the donor LEC. If the donor LEC relocks the embedded record the migrate (M) function code transaction record should be used.

## NENA LNP Proposal - Exhibit F Resolution of Failed Migrate Records

*Initial Action:*

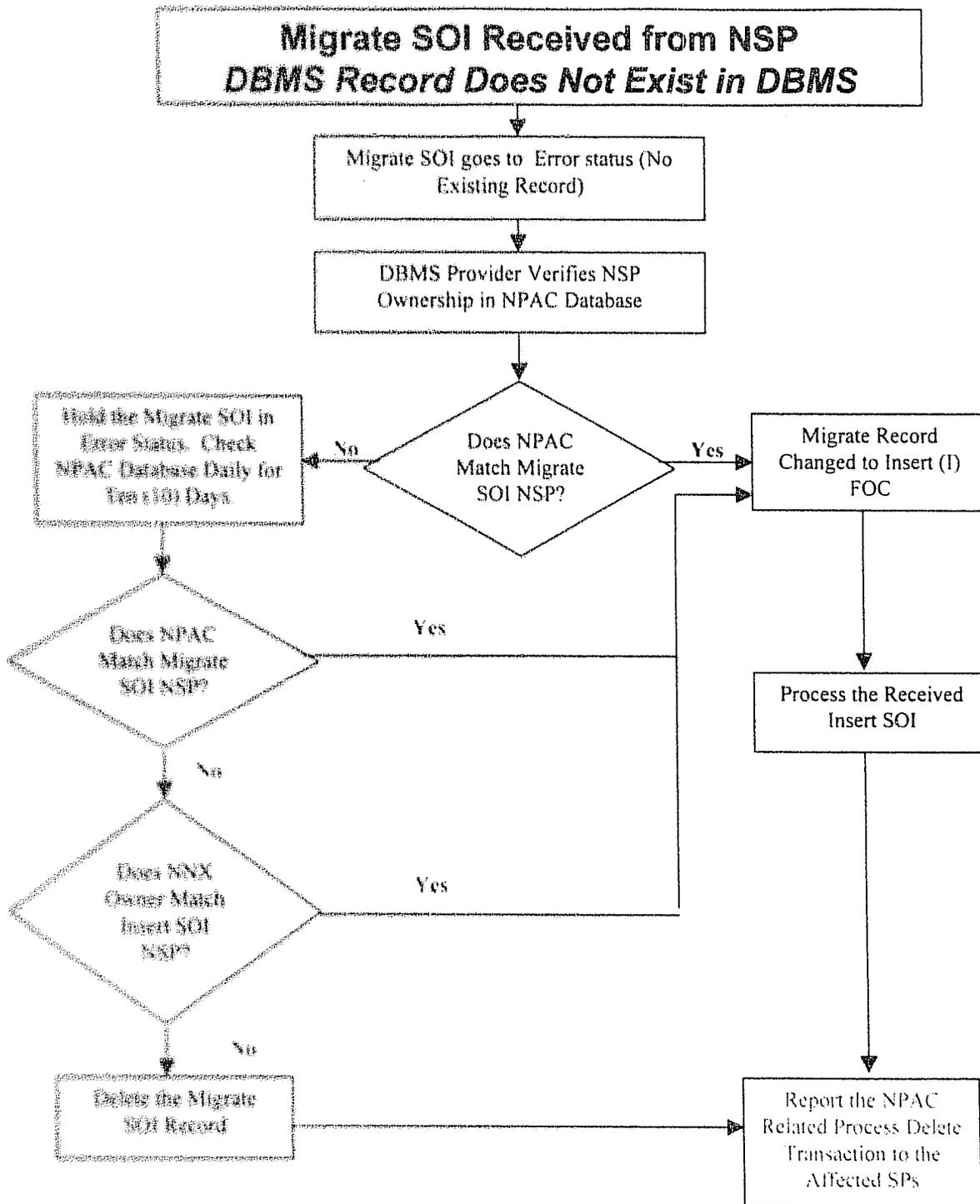


*Note: If the DBMS record is unlocked by the OSP CLEC at any time prior to the deletion of the Migrate SOI, skip the flow and process the received Migrate SOI as normal.*

### NENA LNP Proposal - Exhibit G

### Resolution of Migrate Received - DBMS Record Does Not Exist

Initial Action:

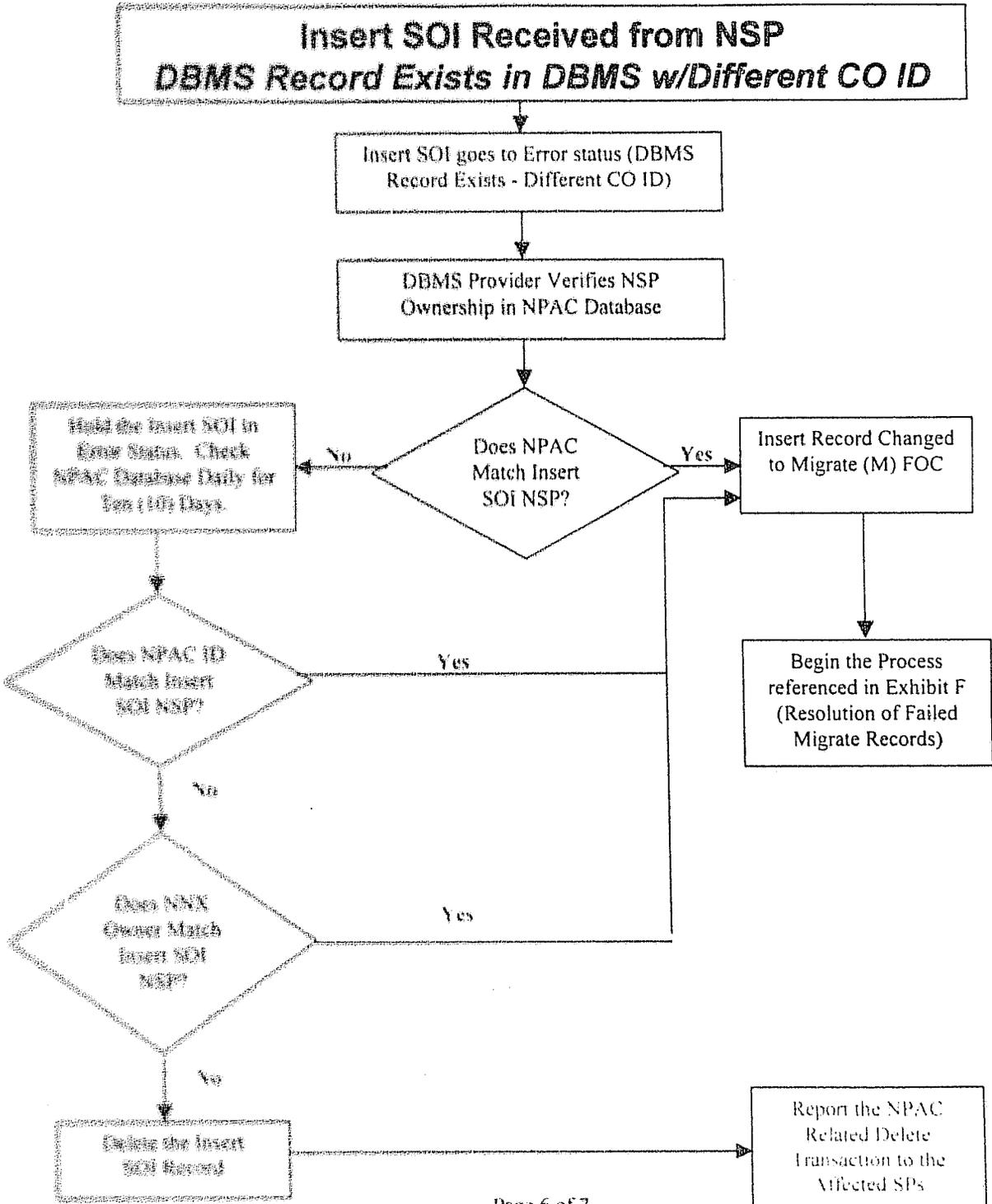


**NENA-02-011**

**Revised March 25, 2002**

**Note: If an insert record is received at any time prior to the deletion of the Migrate SOI, suspend this flow and revert to the process described in Exhibit F (Resolution of Failed Migrate Records).**

**NENA LNP Proposal - Exhibit H**  
**Resolution of Insert Received - DBMS Record Exists (Different CO ID)**  
*Initial Action:*



**NENA-02-011**  
**Revised March 25, 2002**

(TO BE POSTED TO WEBSITE 2-15-02)

ACCESS TO EMERGENCY SERVICES (911/E911)

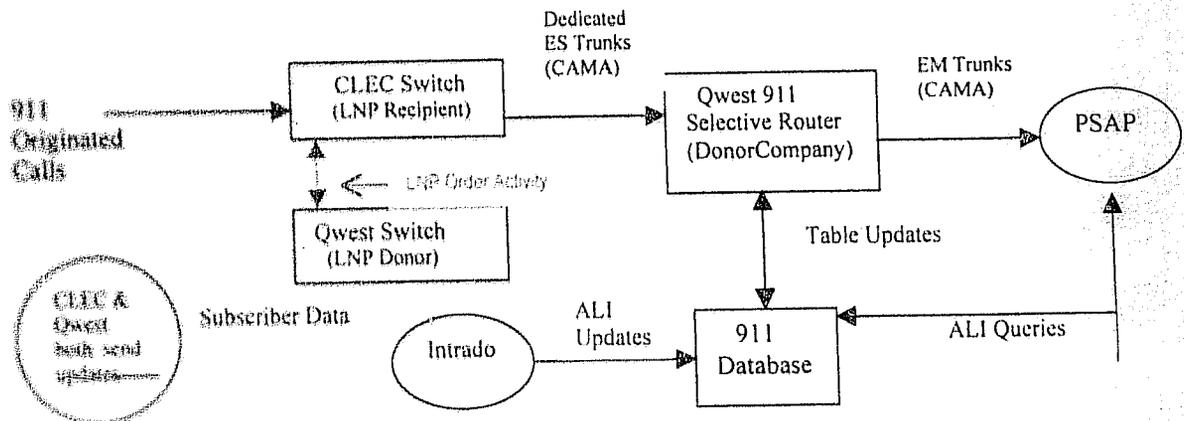
## 911/E911 WITH LOCAL NUMBER PORTABILITY

### Local Number Portability

Local Number Portability (LNP) allows a customer the ability to retain their same telephone number when switching from one local telecommunications carrier to another (see LNP Section of the PCAT for more information on LNP). Where telephone number porting occurs the E911 database record must be updated to reflect the new service provider for the telephone number being ported. With LNP, the Company ID must be passed to the E911 database, along with the Service Provider Company ID and other data elements from the Service Order. The data structure that is to be followed, along with specific function indicators (Unlock, Modify, etc.), are found in the NENA document for LNP at their web site: "http://www.nena9-1-1.org/". Process flows regarding 911/E911 impacts on Interim Number Portability (INP), and INP to LNP Conversions are also available under the Ordering section of this document. The CLEC is responsible to ensure the 911 ALI database is updated for number portability activity per industry processes and contractual agreements with Intrado.

Refer to Figure 1. Qwest is the Donor Company (company the telephone number is being ported from), and the CLEC is the Recipient Company (company the telephone number is ported to). All Donor/Recipient Companies must connect to the 911 network, as required by the state or municipality. Interconnection includes trunking arrangements, default routing, data generation and adherence to the standard LNP National Emergency Number Association (NENA) requirements.

Figure 1  
 LNP (Recipient/Donor) E911 Configuration



### Database Updates

Once the LNP order activity is completed, and a customer moves from a Donor Company to a new Recipient Company, the Donor will disconnect (migrate) the existing 911 record via a service order. Intrado does not remove the customer record but creates an "unlocked record" in the E911

database. The "unlocked record" remains unchanged in the E911 database until the CLEC sends a corresponding migrate order to Intrado. As the owner of the account, the CLEC is then responsible for updating the E911 database record and "locking" the customer's record. The following steps should be followed for processing E911 database updates:

- CLEC should send the migrate order to Intrado with the same due date as the associated "Activate" date in the Number Portability Administration Center (NPAC). If a migrate order is sent before the port is complete, an error occurs and an error report is sent to the CLEC.
- If the database update is rejected due to a Qwest record that is locked, Intrado will access the NPAC records to verify the activation of the port. If the CLEC has activated the port subscription in the NPAC, Intrado will then unlock the record and process the migrate order. If the CLEC has not activated the port subscription in the NPAC, Intrado will continue to send the new service provider an error message during the ten-day migrate recycle period until the port subscription is activated in the NPAC. If, at the end of ten business days, the NPAC database continues to show ownership with Qwest, the migrate record shall be deleted and returned to the CLEC.
- If LNP was successfully implemented, and the CLEC continues to experience failed migrate orders that are not resolved with the steps identified above, the CLEC should contact the Qwest E911 Data Maintenance Center at 1-800-357-0911.

This process is available for CLECs acting as the donor switch upon written permission from the CLEC to Intrado unlock their records based on NPAC data. For information on E911 database error codes that can occur when porting telephone numbers, please contact the Intrado Data Integrity Unit (DIU) manager at 303-581-6481 and request the CLEC Informational Packet (CIP).

#### INP

Where INP is still in place, it is not technically possible for the CLEC's switch to use the same ANI that the Qwest switch used, even though the customer's dialed telephone number remains the same. Consequently, the end user's ANI will change when served by the CLEC's switch. Therefore, it is essential that the CLEC place the customer's new ANI, with its associated name and street address, in the E911 database when the customer begins to utilize the CLEC's service. Similarly, Qwest must remove the customer's disconnected ANI from the E911 database. The Qwest database ANI record is deleted with the disconnect order and the CLEC creates a new record containing the customer's new ANI (network address number) and the ported telephone number.

RE: Enhancement of Migrate/Unlock process

Effective February 25<sup>th</sup>, 2002 Qwest will be enhancing the Migrate/Unlock process.

Upon receipt of a migrate, if the TN is not unlocked, the following process will be followed:

- Intrado will NPAC validate the 10 digit TN.
- If the TN NPAC validates, the Qwest TN will be manually unlocked and the migrate will process.
- If the TN does NOT NPAC validate, the migrate order will remain as a 755 error.
- The TN will reprocess for up to 10 business days.
- At the end of the 10 business days, if the TN still does not NPAC validate, the TN will be returned with a 760 error on your errors and stats file.

Reports:

- You will still receive your errors and stats file as you do today.
- Your errors and stats file will contain the 755 and 760 errors, however, the errors and stats files are sent out on completion of processing your SOI file. This is before the manual NPAC validation is done.
- Please DO NOT use the error and stats file to work your 755 & 760 errors. Instead use the MRNU – (migrate received not unlocked) and MRNE – (migrate received expired) reports that will be sent out at the end of each day. These reports will reflect the outcome of the manual NPAC validation.
- Please use the LNP daily reports MRNU/MRNE to work your 755 & 760 errors.

Today the 755 & 760 error codes are used to indicate that the 10 digit TN is still locked in the E911 database. Starting February 25, 2002 the definition of a 755 and 760 error code will have these expanded definitions on the LNP MRNU and MRNE reports:

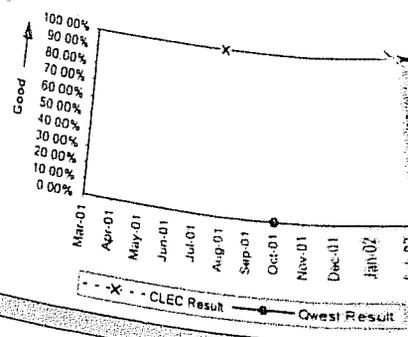
- The TN does not NPAC validate  
and/or
- The TN is not ported, per NPAC, to the Company ID on the migrate order.

Qwest and Intrado are also offering this manual enhanced service to all Service Providers in the 14 state Qwest territory. If you would like the process for manual NPAC validation on migrate orders against your company's TN's please notify Qwest or Intrado.

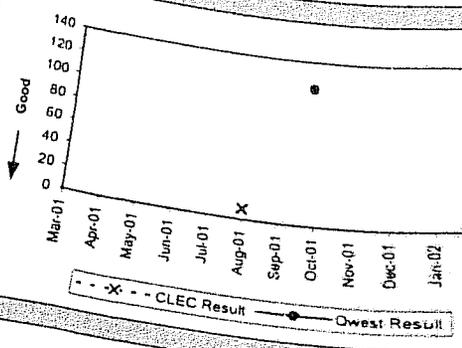
Qwest and Intrado would like to have a positive response back from all Service Providers indicating their desire to implement the new manual enhancement for their company.  
Please respond back with a yes or no on your interest to Kim Leigh at Qwest – [kleigh@qwest.com](mailto:kleigh@qwest.com) 612-307-0992 or Anita Watkins at Intrado – [awatkins@intrado.com](mailto:awatkins@intrado.com) - 303-581-5759

Please address all questions and concerns to Kim Leigh or Anita Watkins.

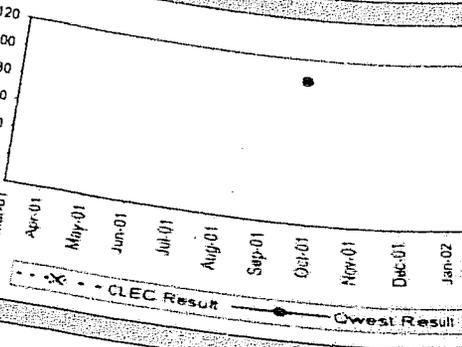
Inst Num	Qwest Dand	Qwest Res	Mod Z Scr	Parity Scr
1	0.00%			
1	100.00%	0.00%		



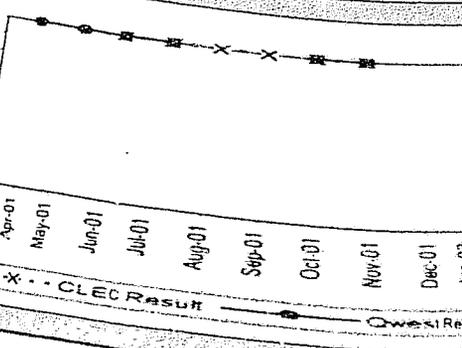
Date	Installation Interval (Average Days) (OP-4E) - Interval Zone Two				Qwest Num	Qwest Dand	Qwest Res	Mod Z Scr	Parity Scr
	CLEC Num	CLEC Dand	CLEC Res	Std Dev					
Mar-01									
Apr-01									
May-01									
Jun-01									
Jul-01									
Aug-01									
Sep-01									
Oct-01									
Nov-01									
Dec-01									
Jan-02									



Date	Switched Days for Non-Facility Reasons (Average Days) (OP-6A-5) - Interval Zone Two				Qwest Num	Qwest Dand	Qwest Res	Mod Z Scr	Parity Scr
	CLEC Num	CLEC Dand	CLEC Res	Std Dev					
Mar-01									
Apr-01									
May-01									
Jun-01									
Jul-01									
Aug-01									
Sep-01									
Oct-01									
Nov-01									
Dec-01									
Jan-02									



Date	New Service Installation Quality (Percent) (OP-5) - Interval Zone One and Two				Qwest Num	Qwest Dand	Qwest Res	Mod Z Scr	Parity Scr
	CLEC Num	CLEC Dand	CLEC Res	Std Dev					
Mar-01									
Apr-01									
May-01									
Jun-01									
Jul-01									
Aug-01									
Sep-01									
Oct-01									
Nov-01									
Dec-01									
Jan-02									

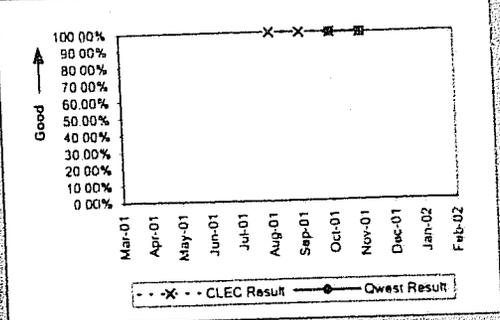


March 1st, 2002

Checklist #7 - E911/911 Trunk Installation

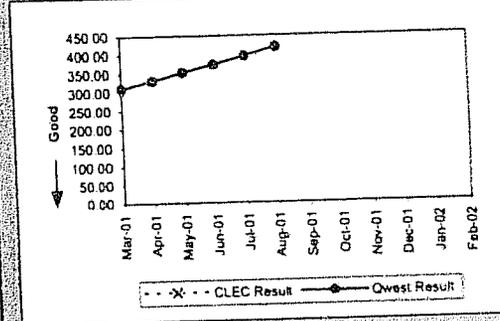
New Service Installation Quality (Percent) (OP-5\*) - Interval Zone One and Two

Date	CLEC Num	CLEC Desc	CLEC Resu	Std Dev	Qwest Num	Qwest Desc	Qwest Resu	Mod Z Scr	Partly Scr
Mar-01									
Apr-01									
May-01									
Jun-01									
Jul-01									
Aug-01	2	2	100.00%	0.00%					
Sep-01	2	2	100.00%	0.00%					
Oct-01	1	1	100.00%	0.00%	2	2	100.00%	N/A	N/A
Nov-01	1	1	100.00%	0.00%	2	2	100.00%	N/A	N/A
Dec-01									
Jan-02									
Feb-02									



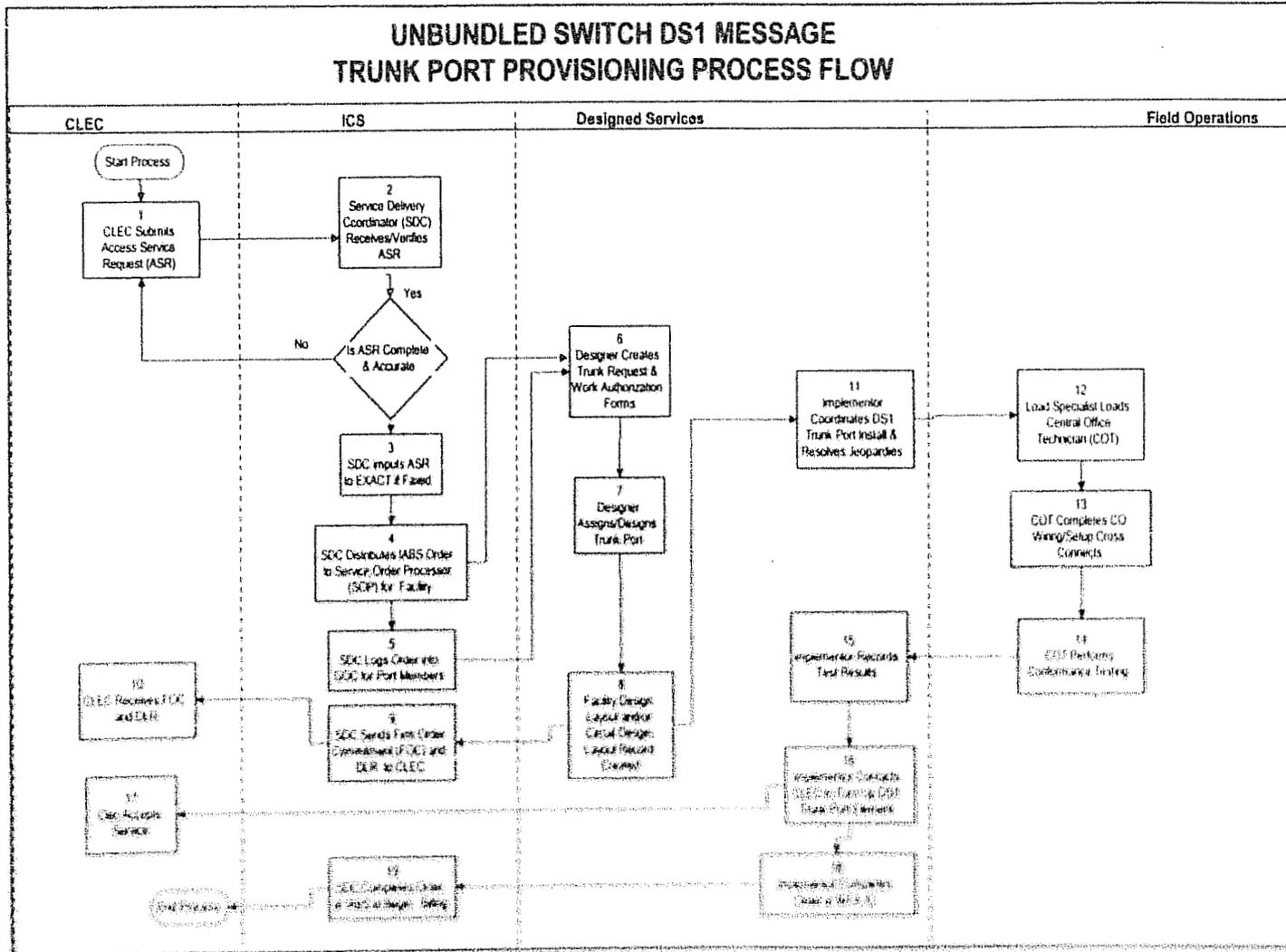
Interval for Pending Orders Delayed Past Due Date (Average Days) (OP-15A)

Date	CLEC Num	CLEC Desc	CLEC Resu	Std Dev	Qwest Num	Qwest Desc	Qwest Resu	Mod Z Scr	Partly Scr
Mar-01					931	3	310.33		
Apr-01					994	3	331.33		
May-01					1060	3	353.33		
Jun-01					1123	3	374.33		
Jul-01					1186	3	395.33		
Aug-01					1255	3	418.33		
Sep-01									
Oct-01									
Nov-01									
Dec-01									
Jan-02									
Feb-02									



# CONTINUATION

# [ 1 ]



# CONTINUATION

# [5]

1 transfer point linked to the unbundled database; and (3) Service Management Systems  
2 (SMS).<sup>12</sup> The FCC also has concluded that a BOC must design, create, test, and  
3 deploy AIN-based services through a service creation environment ("SCE").<sup>13</sup>

4 As defined by the FCC, call-related databases are databases, other than  
5 operations support systems, that are used in signaling networks to store data that is  
6 used for billing and collection, or the transmission, routing, or other provision of a  
7 telecommunications service.<sup>14</sup> The FCC requires incumbent local exchange carriers to  
8 provide unbundled access to their call-related databases "including, but not limited to,  
9 the Calling Name Database ('CNAM'), 911 Database, E911 Database, Line Information  
10 Database ('LIDB'), Toll Free Calling Database, AIN Databases, and downstream  
11 number portability databases by means of physical access at the signaling transfer point  
12 linked to the unbundled databases."<sup>15</sup>

13 Qwest provides CLECs with nondiscriminatory, unbundled access to its call-  
14 related databases, signaling transfer points, and SMS. Qwest also designs, creates,  
15 tests, and deploys AIN-based services for CLECs through a SCE.

---

<sup>12</sup> SBC Texas Order, ¶ 362, citing BellSouth Louisiana II Order, ¶ 257; see also Bell Atlantic New York Order, ¶ 365.

<sup>13</sup> SBC Texas Order, ¶ 362, citing BellSouth Louisiana II Order, ¶ 272; see also Bell Atlantic New York Order, ¶ 365.

<sup>14</sup> SBC Texas Order, ¶ 363, citing Local Competition Order n. 1126; UNE Remand Order ¶ 403.

<sup>15</sup> 47 C.F.R. § 51.319(e)(2)(i).

1 Reseller CLECs have precisely the same access to Qwest databases that Qwest  
2 provides to its own retail customers. Carriers purchasing unbundled switching obtain  
3 access to Qwest's signaling network as part of the switching unbundled network  
4 element ("UNE") and therefore obtain the ability to query Qwest's databases via  
5 Qwest's SS7 network in exactly the same manner and over the same facilities as  
6 Qwest. CLECs that use their own switching facilities also may query Qwest's  
7 databases in exactly the same manner as Qwest.

8 Qwest's SS7 network and Qwest's call-related databases automatically handle  
9 all queries in the same manner and using the same facilities, equipment, and  
10 procedures, regardless of whether a query originates on a CLEC network or on Qwest's  
11 network. Qwest's SS7 signaling network commingles all database queries, regardless  
12 of whether they originated on Qwest's or another carrier's network. Qwest's databases  
13 process all queries on a first-come, first-served basis.

14 Qwest protects the confidentiality of CLEC and customer proprietary information  
15 in its call-related databases in accordance with the FCC's rules and the customer  
16 proprietary network information provisions, Section 222, of the 1996 Act.<sup>16</sup> All of  
17 Qwest's call-related databases have service provider identifiers for each customer  
18 record in the databases. These service provider identifiers permit only the specified  
19 service provider to add, delete or change its customer records, and thus prevent other  
20 carriers from changing the information in those customer records. The LNP, 8XX, and

---

<sup>16</sup> 47 U.S.C. § 222.

1 E911 databases also have service provider identifiers even though they are  
2 administered by third parties. In addition, Qwest has established a "safe harbor,"  
3 meaning access to the databases is limited to a specific group of employees  
4 responsible for managing those databases. By using service provider identifiers and  
5 providing only restricted employee access to these databases, Qwest ensures that the  
6 confidentiality of customer records is maintained.

#### 7 **IV. SUMMARY AND CONCLUSION**

8 As demonstrated herein, Qwest provides competitors with nondiscriminatory  
9 access to call-related databases and signaling as required by Checklist Item 10.  
10 Consistent with the FCC's rules, Qwest has concrete and specific legal obligations to  
11 provide CLECs with unbundled, nondiscriminatory access to its signaling network,  
12 including signaling links and signaling transfer points. Qwest also provides CLECs  
13 unbundled, nondiscriminatory access to its call-related databases and the ability to  
14 update the information in those databases using the service management systems. No  
15 party raised any issue regarding Qwest's compliance with the requirements for access  
16 to call-related databases and associated signaling. The South Dakota Commission  
17 should find that Qwest has met the requirements of Checklist Item 10.

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  
AFFIDAVIT  
OF  
MARGARET S. BUMGARNER  
CHECKLIST ITEM 11- NUMBER PORTABILITY

OCTOBER 24, 2001

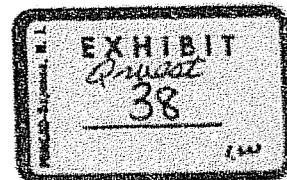


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**AFFIDAVIT**  
**OF**  
**MARGARET S. BUMGARNER**  
**Checklist Item 11 – Number Portability**

Margaret S. Bumgarner states as follows:

11  
12  
13  
14  
15  
16  
17

My name is Margaret S. Bumgarner. I am a Director in the Policy and Law organization for Qwest Corporation ("Qwest"). My business address is 1600 Seventh Avenue, Seattle, Washington, 98191. 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 has complied with Checklist Item 11 of Section 271 of the Telecommunications Act of 1996 ("1996 Act" or "Act") concerning number portability.<sup>1</sup>

18  
19  
20

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

**I. EXECUTIVE SUMMARY**

22  
23  
24

Qwest satisfies the requirements of Section 271(c)(2)(B)(xi) of the 1996 Act and the FCC's number portability regulations. Specifically, Qwest has complied with the FCC's (a) long term number portability ("LNP") implementation schedule; (b)

---

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

1 performance criteria; (c) technical, operational, architectural, and administrative  
2 requirements; and (d) cost recovery rules for number portability. Number portability is  
3 available to CLECs in South Dakota under Qwest's Statement of Generally Available  
4 Terms and Conditions ("SGAT") and Qwest's Commission-approved interconnection  
5 agreements.

6 As of October 2000, Qwest had deployed long-term number portability  
7 throughout the state of South Dakota, making LNP available to 100 percent of Qwest's  
8 access lines in the state. Qwest accomplished this deployment in full compliance with  
9 the FCC's rules and deployment schedule.

10 Qwest has also complied with the FCC's LNP performance criteria through its  
11 deployment of LNP utilizing the Location Routing Number ("LRN") method in  
12 conformance with industry guidelines. The FCC has recognized the LRN method as  
13 consistent with the FCC's LNP performance criteria.

14 In addition, Qwest has complied with the FCC's technical, operational,  
15 architectural, and administrative requirements by (a) integrating National Portability  
16 Administration Center ("NPAC") Service Management System ("SMS") Provisioning  
17 Process Flows into its number porting functions and operational support systems  
18 ("OSS"); (b) implementing number portability in compliance with the NPAC SMS  
19 Functional Requirements Specification ("FRS") and Interoperable Interface Specification  
20 ("IIS"); (c) developing processes to port reserved numbers in compliance with North

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<sup>2</sup> Professional experience, education and other biographical information are set forth in Exhibit MSB-LNP-1.

1 translates ("sets") in the switch prior to the scheduled start time for unbundled loop  
2 cutovers requiring coordination and for LNP orders not requiring loop coordination,  
3 respectively. When the LSA trigger is set prior to the start time for a cutover, the CLEC  
4 controls the activation of number portability without the need for any involvement by, or  
5 coordination with, Qwest. Liberty Consulting Group has also recently released its audit  
6 of Qwest's performance results and confirmed that Qwest is accurately measuring its  
7 performance in providing number portability.

8       Recently, three additional measures for number portability have been agreed to  
9 in the ROC performance workshop: 1) OP-17 "Timeliness of Disconnects associated  
10 with LNP orders" measures the quality of Qwest completing telephone number porting  
11 without performing the associated disconnects before the scheduled time and date; 2)  
12 MR-11 "LNP Trouble Reports Cleared within 24 Hours" measures the timeliness of  
13 clearing LNP trouble reports; and, 3) MR-12 "LNP Trouble Reports - Mean Time to  
14 Restore" measures how long it takes to clear LNP trouble reports. Qwest is currently  
15 developing the procedures for producing these new performance measures.

16       Qwest has participated in Section 271 collaborative workshops addressing  
17 Checklist Item 11 in Arizona, Colorado, Oregon, Washington and in the Multi-State  
18 proceeding involving state commissions from Idaho, Iowa, Montana, New Mexico, North  
19 Dakota, Utah, and Wyoming. During these workshops, Qwest agreed to several  
20 modifications to its SGAT to accommodate CLECs' competitive concerns. All of these  
21 modifications have been included in the South Dakota SGAT. In the Multi-State  
22 Workshop One Final Report, the workshop Facilitator states there is one issue at

1 impasse for Checklist Item 11 that requires an SGAT language change and Qwest  
2 should not be deemed to be in compliance with this Checklist Item before it makes the  
3 changes necessary to deal with this issue. The Facilitator goes on to state, "... upon  
4 making the changes, Qwest can be deemed to have met its burden of proof, subject to  
5 the completion and commission consideration of the results of any OSS testing that may  
6 relate to this item." Qwest has made the change recommended by the Multi-State  
7 Facilitator and it is included in the South Dakota SGAT. Qwest has also made  
8 significant mechanized changes since the Multi-State Report was released that provide  
9 improvements to the porting processes beyond what the Multi-State Facilitator deemed  
10 necessary for Qwest to do to satisfy the requirements of Checklist Item 11.

11 Qwest thus provides number portability in South Dakota in compliance with both  
12 the 1996 Act and FCC rules. For these reasons, the South Dakota Commission should  
13 find that Qwest satisfies the requirements of Section 271(s)(2)(B)(xi) for number  
14 portability.

15 **II. QWEST COMPLIES WITH THE 1996 ACT AND FCC'S NUMBER**  
16 **PORTABILITY REQUIREMENTS.**

17 Number portability is defined as the ability of users of telecommunications  
18 services to retain, at the same location, existing telecommunications numbers without  
19 impairment of quality, reliability, or convenience when switching from one  
20 telecommunications carrier to another.<sup>3</sup>

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<sup>3</sup> 47 U.S.C. § 153(30).

1 Section 271(c)(2)(B)(xi) of the Act (Checklist Item 11) requires Bell Operating  
2 Companies ("BOCs") to comply with the number portability regulations adopted by the  
3 FCC pursuant to Section 251 of the Act.<sup>4</sup> Section 251(b)(2) of the Act requires local  
4 exchange carriers ("LECs") to "provide, to the extent technically feasible, number  
5 portability in accordance with requirements prescribed by the [FCC]."<sup>5</sup>

6 As demonstrated below, Qwest complies with the FCC's rules regarding number  
7 portability.

8 **A. Qwest Deployed LNP in Compliance With the FCC's Deployment**  
9 **Schedule.**

10 As of October 2000, Qwest completed its deployment of LNP in all of its switches  
11 in South Dakota, making LNP available to 100 percent of its access lines in the state.  
12 Qwest deployed LNP in South Dakota in full compliance with the FCC's deployment  
13 schedule.<sup>6</sup> Qwest's LNP deployment schedule for South Dakota is available on Qwest's

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<sup>4</sup> 47 U.S.C. § 271(c)(2)(B)(xi); 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. 00-85, FCC 00-238, 15 FCC Rcd 18354, ¶ 369 (rel. June 30, 2000) ("SBC Texas Order"). See also 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, ¶ 367 (rel. Dec. 22, 1999) ("Bell Atlantic New York Order").

<sup>5</sup> 47 U.S.C. § 251(b)(2).

<sup>6</sup> Telephone Number Portability, First Memorandum Opinion and Order on Reconsideration, CC Docket No. 95-116, FCC 97-74, 12 FCC Rcd 7236, App. E (rel. March 11, 1997) ("First Memorandum Opinion and Order on Reconsideration").

1 Network Disclosure website<sup>7</sup> and is included in the national Local Exchange Routing  
2 Guide ("LERG"). Exhibit MSB-LNP-2 is the LNP deployment schedule for South  
3 Dakota.

4 Qwest has concrete and specific legal commitments to provide LNP through  
5 Qwest's SGAT<sup>8</sup> and Qwest's Commission-approved interconnection agreements.  
6 Qwest's SGAT was updated as a result of consensus reached in collaborative Section  
7 271 workshop processes, conducted on an open basis with full, active, and equal  
8 participation by competitors and state commission staffs. Specifically, Qwest's SGAT  
9 was developed with the input of competitors and commission staffs through  
10 collaborative Section 271 workshops in Arizona, Colorado, Oregon, Washington, and  
11 the Multi-State Section 271 workshops involving Idaho, Iowa, Montana, New Mexico,  
12 North Dakota, Utah, and Wyoming. All of these modifications have been included in the  
13 South Dakota SGAT.

14 As of August 31, 2001, Qwest had ported 22,678 telephone numbers in South  
15 Dakota and 2,061,038 telephone numbers region-wide using the same systems and  
16 processes. Exhibit MSB-LNP-3 provides the volumes of telephone numbers ported  
17 each month for each state and the cumulative total as of the end of August 2001.

18 Given Qwest's deployment of LNP in South Dakota, there has been no interim  
19 number portability ("INP") activity in South Dakota for over a year. The FCC requires

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<sup>7</sup> Qwest's Network Disclosure website showing scheduled and completed LNP conversions is available at Qwest's website at:  
[www.qwest.com/disclosures/netdisclosure414/index.html](http://www.qwest.com/disclosures/netdisclosure414/index.html).

<sup>8</sup> See SGAT § 10.2.

1 that when LNP has been deployed in an area, interim methods can no longer be used.<sup>9</sup>  
2 Interim number portability, therefore, is no longer available for ordering by CLECs in  
3 South Dakota.<sup>10</sup>

4 **B. Qwest Complies With The FCC's LNP Performance Criteria.**

5 The FCC established eight performance criteria that long-term number portability  
6 architectures must meet.<sup>11</sup> Qwest complied with the FCC's eight LNP performance  
7 criteria by deploying LNP utilizing the Location Routing Number ("LRN") method in  
8 conformance with industry guidelines. The FCC has recognized the LRN method as  
9 consistent with the FCC's LNP performance criteria.<sup>12</sup> Specifically, LRN:

- 10 (1) supports existing network services, features, and capabilities;
- 11 (2) uses numbering resources efficiently;

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<sup>9</sup> See 47 C.F.R. § 52.27(d); Telephone Number Portability, Second Memorandum Opinion and Order on Reconsideration, CC Docket No. 95-116, FCC 98-275, 13 FCC Rcd 21204, ¶ 16 (rel. Oct. 20, 1998) ("Second Memorandum Opinion and Order on Reconsideration").

<sup>10</sup> See § 10.1 of the SGAT that previously addressed INP has been removed.

<sup>11</sup> 47 C.F.R. § 52.23(a); Telephone Number Portability, First Report and Order and Further Notice of Proposed Rulemaking, CC Docket No. 95-116, FCC 96-286 11 FCC Rcd 8352, ¶¶ 21-22; ¶ 54 (rel. July 2, 1996) ("First Report and Order"); First Memorandum Opinion and Order on Reconsideration, ¶ 19.

<sup>12</sup> See Telephone Number Portability, Second Report and Order, CC Docket No. 95-116, FCC 97-289, 12 FCC Rcd at 12287, ¶¶ 8, 74 (rel. Aug. 18, 1997) ("Second Report and Order") (stating that "[i]ndustry consensus is that the Location Routing Number system is the best method to satisfy the Commission's performance criteria for long-term local number portability"), citing First Memorandum Opinion and Order on Reconsideration, ¶¶ 8-10; see also Working Group Report, App. D, "Architecture and Administrative Plan for Local Number Portability" § 7.2 ("Architecture Task Force Report").

- 1           (3)    does not require end users to change their telecommunications numbers;
- 2           4)    does not result in a degradation of service quality or network reliability;
- 3           (5)    does not cause a degradation of service quality or network reliability when
- 4                    end users change service providers;
- 5           (6)    does not give any carrier a proprietary interest in LRN or any other LNP
- 6                    method;
- 7           (7)    will be able to accommodate location and service portability in the future;
- 8                    and
- 9           (8)    has no adverse impact outside the areas where it has been deployed.

10           LRN is an addressing and routing method that allows the re-homing of individual  
11 telephone numbers to other switches through the use of a database. With LRN, each  
12 public network switch is assigned a ten-digit LRN, which identifies the address of that  
13 switch. Each ported telephone number is matched in the regional NPAC database with  
14 the LRN for the switch that serves that telephone number. The regional NPAC  
15 database is currently provided and administered by NeuStar as a neutral third party  
16 administrator. The regional NPAC database downloads the LRN information into  
17 service providers' local service management system ("LSMS") databases. Qwest's  
18 number portability LSMS then downloads the information into Qwest's number  
19 portability service control points ("SCPs") (the "LNP databases"), which respond to  
20 number portability queries.<sup>13</sup> Qwest's provision of nondiscriminatory access to its LNP

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<sup>13</sup> CLECs can either own a local number portability database or lease access to a local number portability database from Qwest or a third party.

1 database is discussed in my affidavit regarding Checklist Item 10, regarding call-related  
2 databases and associated signaling.

3 Unlike interim number portability methods, LNP does not operate by routing a  
4 telephone call through the Qwest central office switch that originally served the specific  
5 telephone number. Instead, an Advanced Intelligent Network ("AIN") trigger, the Line  
6 Side Attribute ("LSA"), also called the "unconditional 10-digit trigger," causes a query to  
7 be launched through the SS7 signaling network to the LNP databases to determine the  
8 current routing address for the number. The SS7 signaling network then routes the call  
9 to the switch that currently serves that telephone number for call completion.

10 Qwest has exerted considerable effort on switch and system development and  
11 improved processes to mechanize and increase the pre-setting of LSA triggers in its  
12 switches. Qwest electronically pre-sets a trigger on each telephone number in a  
13 CLEC's local service request ("LSR") for number portability. Pre-setting the LSA trigger  
14 allows the CLEC to control the activation of number portability on the CLEC's  
15 designated due date.

16 The translation in the switch of an LSA trigger, referred to as "setting a trigger"  
17 causes the suspension of call termination within the original "donor" switch to a specific  
18 line's telephone number, while a query is sent by the SS7 signaling network to the LNP  
19 database for routing information. If the telephone number in the LNP database shows  
20 that the number has not yet been ported, the call is terminated in the original switch as  
21 usual. If the telephone number in the LNP database shows that number portability has  
22 been activated by the CLEC, the new routing information is returned and the call is

1 routed to the CLEC's switch for call termination. When the LSA trigger has been set on  
2 a telephone number prior to the Frame Due Time or prior to the start time of an  
3 unbundled loop cutover, the CLEC controls the activation of number portability. The  
4 LSA trigger process eliminates the need to coordinate Qwest's switch disconnect  
5 translation with the new service provider's switch provisioning and with any physical  
6 loop work that may be required. In short, by electronically pre-setting the LSA trigger,  
7 Qwest pre-provisions the capability to port a number and the CLEC then controls the  
8 activation of number portability on the due date.

9         The LSA trigger can be pre-set for all ported telephone numbers except on Direct  
10 Inward Dialing ("DID") numbers in Nortel DMS10 and Ericsson AXE10 switches.  
11 However, Qwest's DMS10 and AXE10 switches do not typically serve DID-type  
12 services. Thus, there are very few instances when the LSA trigger cannot be pre-set.  
13 When the LSA trigger cannot be pre-set, Qwest recommends a coordinated conversion  
14 (i.e., a project managed cut) for a CLEC-provided loop cut-over.<sup>14</sup>

15         Qwest's performance data for number portability demonstrate that Qwest is  
16 performing well above the 95 percent performance benchmark for number portability  
17 performance measures in South Dakota. Qwest's performance measures, the  
18 performance indicator definitions ("PIDs"), were developed in the Regional Oversight  
19 Committee ("ROC") collaborative Section 271 performance measures workshops.

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<sup>14</sup> See SGAT §§ 10.2.5.3 - 10.2.5.4 for coordinated conversions, "Managed Cuts," associated with CLEC-provided loops, and SGAT §§ 9.2.2.9.3 - 9.2.2.9.4 for coordinated conversions with Qwest unbundled loops. Managed Cuts are available 24 hours a day, seven days a week.

1 Those workshops, involving both Qwest and CLECs, were conducted under the  
2 auspices of the ROC, which is composed of 13 state commissions in the Qwest region.  
3 For number portability, PIDs OP-8B, "LNP Timeliness with Loop Coordination," and OP-  
4 8C, "LNP Timeliness Without Loop Coordination," measure the percentage of LSA  
5 triggers that Qwest translates ("sets") in the switch prior to the scheduled start time for  
6 unbundled loop cutovers requiring coordination and for LNP orders not requiring  
7 coordination, respectively.<sup>15</sup> On September 25, 2001, Liberty Consulting Group, the  
8 third-party consulting firm retained by the ROC to audit Qwest's performance measures,  
9 issued its Final Report on the Audit of Qwest's Performance measures. Liberty  
10 Consulting Group found that all of the PIDs for Checklist Item 11 correctly measured  
11 Qwest's performance and that Qwest was accurately reporting its results.<sup>16</sup>

12 Recently, three additional measures for number portability have been agreed to  
13 in the ROC: 1) OP-17 "Timeliness of Disconnects associated with LNP orders"  
14 measures the quality of Qwest completing telephone number porting without  
15 implementing the associated disconnects before the scheduled time and date; 2) MR-  
16 11 "LNP Trouble Reports Cleared within 24 Hours" measures the timeliness of clearing  
17 LNP trouble reports; and, 3) MR-12 "LNP Trouble Reports – Mean Time to Restore"

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<sup>15</sup> Exhibit MSB-LNP-4 are the PIDs for number portability.

<sup>16</sup> The Liberty Consulting Group Final Report on the Audit of Qwest's Performance Measures at 2-3. The Liberty Final Audit report can be found at <http://www.nrri.ohio-state.edu/oss/master/pid/sept/pmafinalreport.pdf>. A copy of the Audit Report is also attached to Mr. Williams' affidavit as Exhibit MGW-PERF-2.

1 measures how long it takes to clear LNP trouble reports. Qwest is currently developing  
2 the procedures for producing the results for these new performance measures.

3 In South Dakota, from April through August 2001, Qwest set 100 percent each  
4 month, except for May that had no data to report, of LNP triggers for coordinated loop  
5 cutovers prior to the scheduled start time for the loop. Qwest also set 98.38, 99.35,  
6 99.40, 99.83 and 97.70 percent, in April, May, June, July, and August, respectively, of  
7 LSA triggers for LNP orders not requiring loop coordination prior to the scheduled start  
8 time for the LNP cutover.<sup>17</sup> Performance data is not available yet for the three new  
9 PIDs. Qwest's performance for the current LNP measures are well above the  
10 benchmark objective of 95 percent.

11 **C. Qwest Complies With The FCC's Technical, Operational,**  
12 **Architectural, and Administrative Requirements For Number**  
13 **Portability.**

14 The FCC's technical, operational, architectural, and administrative requirements  
15 for number portability consist of the recommendations set forth in the NANC's Technical  
16 and Operational Task Force Report and Architecture Task Force Report. The FCC  
17 adopted these as requirements in 1997.<sup>18</sup>

18 Qwest complies with the FCC's technical, operational, architectural, and  
19 administrative requirements. Specifically, Qwest has:

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<sup>17</sup> Exhibit MSB-LNP-5 are the performance results for LNP in South Dakota.

<sup>18</sup> Second Report and Order, ¶¶ 54-55, 71.

- 1 (a) integrated the National Portability Administration Center ("NPAC")  
2 Service Management System ("SMS") Provisioning Process Flows  
3 into its number porting functions and operations support systems;
- 4 (b) implemented number portability in compliance with the NPAC SMS  
5 Functional Requirements Specification ("FRS"), which defines the  
6 functional requirements of the NPAC SMS, and in compliance with  
7 the NPAC SMS Interoperable Interface Specification ("IIS"), which  
8 defines the interfaces between the NPAC SMS and the local  
9 Service Management Systems of different service providers;
- 10 (c) developed processes to port reserved numbers in compliance with  
11 the NANC's policies;
- 12 (d) complied with the NANC's change management process governing  
13 the process for designing, developing, testing, and implementing  
14 changes to the NPAC SMS, NPAC SMS Provisioning Process  
15 Flows, NPAC SMS FRS and IIS, and related specifications and  
16 processes;
- 17 (e) designed Qwest's network to perform database queries required as  
18 the N-1 carrier (the carrier in the call routing process immediately  
19 preceding the terminating carrier), and established processes to  
20 ensure that any network management controls required to prevent  
21 potential overload conditions on default routed calls (calls routed to

1 non-N-1 LECs when the N-1 carrier fails to perform a query) are  
2 used in a nondiscriminatory fashion; and  
3 (f) integrated a process for the "snapback" of disconnected ported  
4 numbers to the service provider listed in the LERG for the assigned  
5 NXX.<sup>19</sup>

6 **D. Processing and Provisioning of LNP Requests.**

7 To initiate a number portability request, a CLEC submits a local service request  
8 ("LSR") to port the end user's telephone number(s). The LSR can be submitted by  
9 facsimile or electronically. When Qwest receives the LSR, Qwest processes the LSR  
10 and returns a firm order confirmation ("FOC") to the requesting CLEC. After the CLEC  
11 receives the FOC, the CLEC is required to forward a "subscription version" ("SV") to the  
12 NPAC indicating its intent to port a telephone number. Qwest also will create an NPAC  
13 SV, which will match the CLEC's NPAC SV to port the number. (These procedures are  
14 described in the NANC's Provisioning Process Flows.<sup>20</sup>) The requesting CLEC  
15 activates its NPAC SV on the due date designated in the CLEC's LSR. The NPAC then

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<sup>19</sup> See Second Report and Order, ¶¶ 55-79.

<sup>20</sup> NANC Working Group Report at Appendix E, "Inter-Service Provider LNP Operations Flows," ("Technical and Operational Task Force Report"), at Appendix B, submitted in Letter from Alan C. Hasselwander, Chairman, NANC, to Reed Hundt, Chairman, FCC, CC Docket No. 95-116 (May 1, 1997); see FCC Public Notice, CC Docket No. 95-116, DA 97-916, 12 FCC Rcd 5003 (1997).

1 broadcasts the telephone number(s) with the associated LRN routing information to all  
2 of the local number portability databases.<sup>21</sup>

3 Qwest implemented a mechanized process in June 2001 that holds the  
4 disconnect of the switch translations until 11:59 p.m. of the day after the CLEC's  
5 requested due date. This allows the CLEC an additional day to complete its  
6 provisioning of the end-user customer's service and activate the number port in the  
7 NPAC. Previously, Qwest processed disconnects of the switch translations late at night  
8 on the CLEC's scheduled due date. Qwest made this mechanized change to provide  
9 the CLEC additional time to notify Qwest if the CLEC cannot complete its provisioning  
10 work on the scheduled due date and needs to delay the due date or cancel the number  
11 portability service order.

12 Qwest's LNP product and process management team has continued to meet  
13 weekly to improve LNP provisioning and repair. Qwest provides CLECs with  
14 documentation regarding Qwest's methods and procedures for ordering, provisioning,  
15 and conducting maintenance and repair of number portability arrangements. This  
16 documentation is sent directly to CLECs through their Qwest account managers,  
17 notifications that are sent to CLECs through the Change Management Process ("CMP"),  
18 and is included in Qwest's wholesale CLEC Product Catalog ("PCAT") which is  
19 available on Qwest's website.<sup>22</sup> Qwest provides CLECs with updates of this

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<sup>21</sup> Exhibit MSB-LNP-6 provides diagrams of the number portability processes.

<sup>22</sup> The Wholesale Product Catalog for CLECs is available at Qwest's website at:  
[www.qwest.com/wholesale/pcat/](http://www.qwest.com/wholesale/pcat/).

1 documentation periodically to incorporate new legal requirements, product or process  
2 enhancements, and changes to industry guidelines and standards. In addition, Qwest  
3 has held several workshops for CLECs on number portability and has provided  
4 individual CLEC training when requested. Training is also available, either instructor led  
5 or interactive web-based, for number portability through Qwest's wholesale Product  
6 Catalog website.

7 The minimum interval to port a number is three business days. Some intervals  
8 are longer due to the complexity of the service type and/or size of an LNP request.  
9 Qwest's SGAT establishes prescribed intervals for requests that meet certain volumes  
10 of telephone numbers and service types.<sup>23</sup> Qwest's LNP intervals were established  
11 through agreement reached with competitors and state commission staffs participating  
12 in the collaborative Section 271 workshops in Arizona, Colorado, Oregon, Washington,  
13 and the Multi-State workshops.

14 **E. Qwest Complies With The FCC's Number Portability Cost Recovery**  
15 **Requirements.**

16 With respect to cost recovery, the FCC created a competitively neutral cost-  
17 recovery mechanism for long-term number portability.<sup>24</sup> Under this mechanism, the  
18 FCC allows LECs to recover their directly related, carrier-specific number portability

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<sup>23</sup> See SGAT § 10.2.5.2.

<sup>24</sup> See 47 C.F.R. §§ 52.32, 52.33; SBC Texas Order, ¶ 370; Telephone Number Portability, Third Report and Order, CC Docket No. 95-116, FCC 98-82, 13 FCC Rcd 11701, ¶¶ 8, 29 (rel. May 12, 1998) ("Third Report and Order"); Telephone Number Portability, Fourth Memorandum Opinion and Order on Reconsideration, CC Docket No. 95-116, FCC 99-151, 14 FCC Rcd 16459, ¶ 9 (rel. July 16, 1999) ("Fourth Memorandum Opinion and Order on Reconsideration").

1 costs by filing tariffs with the FCC for a monthly number portability charge and a number  
2 portability query service charge.<sup>25</sup>

3 In accordance with the FCC's LNP cost-recovery mechanism, Qwest's FCC Tariff  
4 No. 1 sets forth database query charges and monthly end user LNP charges.<sup>26</sup> In an  
5 order released July 16, 1999, the FCC concluded that the current number portability  
6 charges in Qwest Tariff FCC No. 1 are reasonable and lawful.<sup>27</sup>

### 7 III. RESOLUTION OF ISSUES IN THE MULTI-STATE WORKSHOPS

8 Qwest has participated in Section 271 collaborative workshops addressing  
9 Checklist Item 11 in Arizona, Colorado, Oregon, Washington and in the Multi-State  
10 proceeding involving state commissions from Idaho, Iowa, Montana, New Mexico, North  
11 Dakota, Utah, and Wyoming. Qwest's SGAT has been updated as a result of  
12 consensus reached in the collaborative workshop processes, conducted on an open  
13 basis with full, active, and equal participation by competitors and state commission  
14 staffs. Those modifications have been incorporated into the South Dakota SGAT.

15 On September 25, 2001, Liberty Consulting Group, an independent third party  
16 retained as part of the ROC OSS Test, completed its audit of Qwest's performance  
17 measures (PIDs) and concluded that "the audited performance measures accurately

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<sup>25</sup> Third Report and Order, ¶ 142.

<sup>26</sup> Qwest Tariff FCC No. 1 at pages 13-84 through 13-89, 20-22 through 20-24, and 20-28.

<sup>27</sup> Long-Term Number Portability Tariff Filings; US West Communications, Inc., Transmittal Nos. 965, 975, 1002, Memorandum Opinion and Order, CC Docket No. 99-35, FCC 99-169, 14 FCC Rcd 11983, 11985, ¶ 3 (ref. July 16, 1999).

1 and reliably report actual Qwest performance."<sup>28</sup> Qwest has offered to have Liberty  
2 verify its audit by conducting data reconciliation with any CLEC that believes Qwest's  
3 performance data is inaccurate. No party has questioned the authenticity or accuracy of  
4 the performance data related to Checklist Item 11.

5 In the Multi-State Workshop One Final Report, the workshop Facilitator states  
6 there is one issue at impasse for Checklist Item 11 that requires an SGAT language  
7 change and Qwest should not be deemed to be in compliance with this Checklist Item  
8 before it makes the changes necessary to deal with this issue. The Facilitator goes on  
9 to state, ". . . upon making the changes, Qwest can be deemed to have met its burden  
10 of proof, subject to the completion and commission consideration of the results of any  
11 OSS testing that may relate to this item."<sup>29</sup> Qwest has made the language change  
12 recommended by the Multi-State Facilitator to SGAT Section 10.2.2.4 to "assure that  
13 Qwest is subject to a sufficient obligation to minimize disconnects."<sup>30</sup> and the  
14 recommended language is included in the South Dakota SGAT. Qwest has also made  
15 significant mechanized changes since the Multi-State Report was released that provide  
16 improvements to the porting processes beyond what the Multi-State Facilitator deemed

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<sup>28</sup> The Liberty Consulting Group Final Report on the Audit of Qwest's Performance Measures at 2-3. A copy of the Liberty Final Audit report can be found at: <http://www.nrri.ohio-state.edu/oss/master/pid/sept/pmafinalreport.pdf>. A copy of the Audit Report is also attached to Mr. Williams' affidavit as Exhibit MGW-PERF-2.

<sup>29</sup> Second Report - Workshop One; Multi-State Facilitator's report, issued May 15, 2001, at Pg. 12.

<sup>30</sup> Second Report - Workshop One; Multi-State Facilitator's report, issued May 15, 2001, at Pg. 107.

1 necessary for Qwest to do to satisfy the requirements of this Checklist Item. As  
2 described previously, Qwest is providing an additional twenty-four hours beyond what  
3 the Multi-State Facilitator concluded was reasonable for the CLEC to be able to either  
4 complete its provisioning work or notify Qwest to delay the due date or cancel the  
5 service order. Qwest implemented a mechanized process in June 2001 that holds the  
6 disconnect of the switch translations until 11:59 p.m. of the day after the CLEC's  
7 requested due date. This allows the CLEC an additional day to complete its  
8 provisioning of the end-user customer's service and activate the number port in the  
9 NPAC. Qwest made this mechanized change to provide the CLEC additional time to  
10 notify Qwest if the CLEC cannot complete its provisioning work on the scheduled due  
11 date and needs to delay the due date or cancel the number portability service order.  
12 Qwest has gone beyond what the Multi-State Facilitator recommended in the Final  
13 Report.

14         The Facilitator also recommended that "Qwest should commit to the study of  
15 more automated means of providing the required coordination." Qwest currently has a  
16 study under way and is waiting for responses from vendors. However, as stated above,  
17 Qwest already took action and implemented a mechanized solution that should provide  
18 CLECs more than sufficient time to complete their work or notify Qwest that the service  
19 order needs to be delayed or canceled. In addition, the three new performance  
20 measures, described previously, were developed by the ROC to measure the  
21 effectiveness of Qwest's processes for performing the LNP disconnects after the CLEC  
22 has completed its provisioning work and activated the number port.

1 IV. SUMMARY AND CONCLUSION

2 For the foregoing reasons, Qwest provides number portability in South Dakota  
3 that satisfies the requirements of both the 1996 Act and FCC regulations. There are  
4 concrete and specific legal commitments in the SGAT and Commission-approved  
5 interconnection agreements making number portability available in South Dakota and  
6 Qwest is actually providing number portability to CLECs in South Dakota. Qwest has  
7 complied with the FCC's implementation schedule for LNP and the FCC's requirements  
8 for performance criteria, technical, operational, architectural, administrative  
9 requirements, and cost recovery. Qwest has demonstrated that it is exceeding the  
10 performance levels that were established by the ROC for number portability and is  
11 currently implementing three additional performance measures for LNP. Liberty  
12 Consulting Group has also audited Qwest's performance measures and found that  
13 Qwest properly reports its results for the measures relevant to Checklist Item 11.  
14 Therefore, the South Dakota Commission should find that Qwest satisfies Checklist  
15 Item 11 for number portability.

Being first duly sworn upon oath, 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 15th day of October, 2001.

Margaret S. Bumgarner  
Margaret S. Bumgarner

STATE OF WASHINGTON

COUNTY OF KING

Subscribed and sworn to before me this 15th day of October, 2001.

Charles M. Weber  
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  
MARGARET S. BUMGARNER  
CHECKLIST ITEM 11 - NUMBER PORTABILITY  
OCTOBER 24, 2001

INDEX TO EXHIBITS

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<u>DESCRIPTION</u>	<u>EXHIBIT</u>
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South Dakota LNP Deployment Schedule .....	MSB-LNP-2
State/Region Volume of Telephone Numbers Ported .....	MSB-LNP-3
LNP Performance Indicator Definitions .....	MSB-LNP-4
LNP Performance Results – South Dakota.....	MSB-LNP-5
LNP Diagrams of Number Portability Processes/Call Flows .....	MSB-LNP-6



1 knowledge, and information available to me in the normal course of my duties, including  
2 records kept by Qwest in the regular course of business. Specifically, my experience  
3 has allowed me to develop an expertise in several Section 271 checklist areas such that  
4 I have testified in the Section 271 workshops in Arizona, Colorado, Oregon,  
5 Washington, and the joint seven-state ("Multi-State") workshops involving Idaho, Iowa,  
6 Montana, New Mexico, North Dakota, Utah, and Wyoming. I also participated in the  
7 Section 271 proceedings in Nebraska.

8 Through my testimony in the Section 271 workshops, I have directly participated  
9 in the development and evolution of the terms and conditions of Qwest's Statement of  
10 Generally Available Terms and Conditions ("SGAT"). These workshops and  
11 proceedings were part of a collaborative process, conducted on an open basis with the  
12 full, active, and equal participation by CLECs and state commission staffs. A significant  
13 part of this process has involved responding to issues and concerns raised by  
14 competitive local exchange carriers ("CLECs") and revising the SGAT when possible to  
15 address their needs. I have also been responsible for ensuring that the resolution of  
16 issues raised by CLECs have been integrated into the documentation of Qwest's  
17 processes, methods and procedures provided to CLECs, that apply in each state of  
18 Qwest's 14-state region.

19

**Local Number Portability  
South Dakota Switch Deployment List**

Locality State	Locality Name	Switch	LNP Date	Portable Indicator
SD	ABERDEEN	ABRDSDCODS0	09/03/99	Y
SD	ABERDEEN ISDN	ABRDSDCORS2	03/08/00	Y
SD	ARLINGTON	ARTNSDCORS1	09/03/99	Y
SD	BELLE FOURCHE	BLFRSDCORS1	07/02/99	Y
SD	BLACK HAWK	BLHKSDCERS1	07/02/99	Y
SD	CANTON	CNTNSDCORS1	09/08/99	Y
SD	CAVOUR	CAVRSDCORS1	07/31/00	Y
SD	CHAMBERLAIN	CHBLSDCORS1	03/08/00	Y
SD	COLMAN	CLMNSDCORS1	09/08/99	Y
SD	DEADWOOD	DDWSDCORS1	07/02/99	Y
SD	DESMET	DESMSDCORS1	07/31/00	Y
SD	ELK POINT	ELPNSDCORS1	09/08/99	Y
SD	FLANDREAU	FLNDSDCORS1	09/08/99	Y
SD	FORT PIERRE	FTPRSDCERS1	03/08/00	Y
SD	HARRISBURG	HRBGSDCORS1	09/03/99	Y
SD	HILL CITY	HLCYSDCORS1	07/02/99	Y
SD	HURON	HURNSDCODS0	07/31/00	Y
SD	HURON	HURNSDCODS1	03/08/00	Y
SD	IROQUOIS	IRQSSDCORS1	07/31/00	Y
SD	LAKE PRESTON	LKPRSDCORS1	07/31/00	Y
SD	LEAD	LEADSDCORS1	07/02/99	Y
SD	MADISON	MDSNSDCERS1	09/03/99	Y
SD	MC INTOSH	MCINSDCODS0	10/02/00	Y
SD	MILBANK	MLBNSDCORS1	03/08/00	Y
SD	MILLER	MLLRSDCORS1	07/31/00	Y
SD	MITCHELL	MTCHSDCODS1	03/08/00	Y
SD	MITCHELL	MTCHSDCORS1	09/08/99	Y
SD	MORRISTOWN	MRTWSDCORS2	10/02/00	Y
SD	PIERRE	PIRRSDCODS6	03/08/00	Y
SD	RAPID CITY	RPCYSDCODS1	07/02/99	Y
SD	RAPID VALLEY	RPVYSDCORS1	07/02/99	Y
SD	REDFIELD RS1	RDFDSDCORS1	03/08/00	Y
SD	SIOUX FALLS	SXFLSDCODS0	09/08/99	Y
SD	SIOUX FALLS	SXFLSDCODS1	09/03/99	Y
SD	SIOUX FALLS	SXFLSDCODS2	01/21/00	Y
SD	SIOUX FALLS SOUTHEAST	SXFLSDSERS1	09/03/99	Y
SD	SIOUX FALLS SOUTHWEST	SXFLSDSWDS0	09/03/99	Y
SD	SISSETON	SSTNSDCORS6	03/08/00	Y
SD	SPEARFISH	SPRFSDCORS1	07/02/99	Y
SD	STURGIS	STRGSDCORS1	07/02/99	Y
SD	TEA	TEA-SDCORS1	09/03/99	Y
SD	TIMBER LAKE	TMLKSDCORS2	10/02/00	Y

Docket No. TC 01-\_\_

Qwest Corporation

Exhibits to the Affidavit of Margaret S. Bumgarner

Exhibit MSB-LNP-2

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SD	VERMILLION	VRMLSDCORS1	09/08/99	Y
SD	VOLGA	VOLGSDCORS1	09/08/99	Y
SD	WARWICK	WRWKSDCORS1	07/02/99	Y
SD	WATERTOWN	WTTWSDCODS0	03/08/00	Y
SD	WATERTOWN	WTTWSDCODS1	03/08/00	Y
SD	WHITE WOOD	WHWDSDCORS1	07/02/99	Y
SD	YANKTON	YNTNSDCODS1	09/08/99	Y

# CONTINUATION

# [ 6 ]

**Telephone Numbers Ported  
 By State / By Month**

State	Cum EOY '99	Cum EOY '00	Jan-01	Feb-01	Mar-01	Apr-01	May-01	Jun-01	Jul-01	Aug-01	INP	Cum YTD '01
AZ	168,544	308,721	8,505	13,065	18,342	8,910	9,584	8,193	14,571	12,143	230	402,264
CO	130,490	253,708	17,027	16,905	23,211	11,654	17,513	22,735	24,499	13,172	229	400,653
IA	7,544	31,595	1,127	1,854	2,344	1,878	3,634	6,421	2,758	2,214	0	53,825
ID	2,311	9,422	696	724	81	430	7,503	87	118	820	84	19,965
MN	118,491	323,346	18,979	13,074	16,253	13,916	18,142	9,716	12,866	15,182	14	441,488
MT	0	7,511	573	272	1,194	536	637	214	232	1,763	81	13,013
ND	15	826	149	132	237	372	931	1,285	543	444	1	4,920
NE	39,203	83,142	2,536	10,553	9,180	2,135	2,897	3,092	2,300	3,626	0	119,461
NM	25,305	31,550	258	1,075	489	196	448	995	130	181	103	35,425
OR	35,077	80,206	3,624	5,340	5,006	4,879	5,386	4,422	5,706	7,661	0	122,230
SD	326	10,024	3,073	2,967	1,241	1,534	909	1,062	1,006	857	5	22,678
UT	49,738	112,362	5,294	3,823	4,285	9,054	9,634	6,709	5,224	5,694	1	162,080
WA	55,331	167,163	10,646	8,756	15,753	14,168	8,822	14,274	11,512	11,720	217	263,031
WY	0	0	0	0	0	0	0	2	2	1	0	5
RG	632,375	1,419,576	72,487	78,540	97,616	69,662	86,040	79,207	81,467	75,478	965	2,061,038

# CONTINUATION

# [ 7 ]

**OP-8 - Number Portability Timeliness**

**Purpose:**

Evaluates the timeliness of cutovers of local number portability (LNP).

**Description:**

**OP-8B - LNP Timeliness with Loop Coordination (percent):** Measures the percentage of coordinated LNP triggers set prior to the scheduled start time for the loop.

- All orders for LNP coordinated with unbundled loops that are completed/closed during the reporting period are measured, subject to exclusions specified below.

**OP-8C - LNP Timeliness without Loop Coordination (percent):** Measures the percentage of LNP triggers set prior to the Frame Due Time or scheduled start time for the LNP cutover as applicable.

- All orders for LNP for which coordination with a loop was not requested that are completed/closed during the reporting period are measured (including standalone LNP coordinated with other than Qwest-provided Unbundled Loops and non-coordinated, standalone LNP), subject to exclusions specified below.
- For purposes of these measurements (OP-8B and -8C), "trigger" refers to the "10-digit unconditional trigger" or Line Side Attribute (LSA) that is set or translated by Qwest. "Scheduled start time" is defined as the confirmed appointment time (as stated on the FOC), or a newly negotiated time. In the case of LNP cutovers coordinated with loops, the scheduled time used in this measurement will be no later than the "lay" time for the loop.

<b>Reporting Period:</b> One month	<b>Unit of Measure:</b> Percent of triggers set on time
------------------------------------	---

<b>Reporting Comparisons:</b> CLEC aggregate and individual CLEC results	<b>Disaggregation Reporting:</b> Statewide level
--	--

**Formula:**

**OP-8B =** [(Number of LNP triggers set before the scheduled time for the coordinated loop cutover) / (Total Number of LNP activations coordinated with unbundled loops completed)] x 100

**OP-8C =** [(Number of LNP triggers set before the Frame Due Time or Scheduled Start Time) / (Total Number of LNP activations without loop cutovers completed)] x 100

**Exclusions:**

- CLEC-caused delays in trigger setting.
- LNP requests that do not involve automatic triggers (e.g., DID lines without separate, unique telephone numbers and Centrex 21).
- LNP requests for which the records used as sources of data for these measurements have the following types of errors:
  - Records with no PON (purchase order number) or STATE
  - Records where triggers cannot be set due to switch capabilities
  - Records with invalid due dates, application dates, or start dates.
  - Records with invalid completion dates.
  - Records missing data essential to the calculation of the measurement per the PID.

Invalid start/stop dates/times or invalid frame due or scheduled date/times.

<b>Product Reporting:</b> None	<b>Standard:</b> 95%
--------------------------------	----------------------

<b>Availability:</b> Available	<b>Notes:</b>
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**OP-17 Timeliness of Disconnects associated with LNP Orders**

**Purpose:**

Evaluates the quality of Qwest completing LNP telephone number porting, focusing on the degree to which porting occurs without implementing associated disconnects before the scheduled time/date.

**Description:**

- Measures the percentage of all LNP telephone numbers (TNs), both stand alone and associated with loops, that are ported without the incidence of disconnects being made by Qwest before the scheduled time/date, as identified by associated qualifying trouble reports.
- The scheduled time/date is defined as 11:59 p.m. on (1) the due date of the LNP order recorded by Qwest or (2) the delayed disconnect date requested by the CLEC, where the CLEC submits a timely request for delay of disconnection.
- A CLEC request for delay of disconnection is considered timely if received by Qwest before 8:00 p.m. on the current due date of the LNP order recorded by Qwest.
- Disconnects are defined as the removal of switch translations, including the 10-digit trigger.
- Disconnects that are implemented early, and thus counted as a "miss" under this measurement, are those that the CLEC identifies as such to Qwest via trouble reports, within 96 clock hours of the actual disconnect time/date, that are confirmed to be caused by disconnects being made before to the scheduled time.
- Includes all CLEC orders for LNP TNs completed in the reporting period, subject to exclusions specified below.

<b>Reporting Period:</b> One month	<b>Unit of Measure:</b> Percent
<b>Reporting Comparisons:</b> Individual CLEC	<b>Disaggregation Reporting:</b> Statewide

**Formula:**

$$\left[ \frac{\text{Total number of LNP TNs ported pursuant to orders completed in the reporting period} - \text{Number of TNs with qualifying trouble reports notifying Qwest that disconnection before the scheduled time has occurred}}{\text{Total Number of LNP TNs ported pursuant to orders completed in the reporting period}} \right] \times 100$$

**Exclusions:**

- Trouble reports notifying Qwest of early disconnects associated with situations for which the CLEC has failed to submit timely requests, by 8:00 p.m. on the LNP due date, to have disconnects held for later implementation.
- Trouble reports not related to valid requests (LSRs) for LNP and associated disconnects.
- LNP requests that do not involve automatic triggers (e.g., DID lines without separate, unique TNs, and Centrex 21).
- Records with invalid trouble receipt dates.
- Records with invalid cleared, closed or due dates.
- Records with invalid product codes.

Records missing data essential to the calculation of the measurement per the PID.

<b>Product Reporting:</b> LNP	<b>Standard:</b> 98.25%
<b>Availability:</b> Under Development: Beginning with Oct 01 data on the Nov 01 report.	<b>Notes:</b>

**MR-11 – LNP Trouble Reports Cleared within 24 Hours – 19 Jul 01**

<p><b>Purpose:</b> Evaluates timeliness of clearing LNP trouble reports, focusing on the degree to which LNP trouble reports are cleared within 24 hours.</p>	
<p><b>Description:</b> Measures the percentage of specified LNP trouble reports that are cleared within 24 hours of LNP trouble reports from CLECs.</p> <ul style="list-style-type: none"> <li>• Includes all LNP trouble reports, received within 96 clock hours of the actual disconnect date/time, that are closed during the reporting period, subject to exclusions specified below. Time measured is from the date and time Qwest receives the trouble report to the date and time trouble is cleared.</li> </ul>	
<p><b>Reporting Period:</b> One month</p>	<p><b>Unit of Measure:</b> Percent</p>
<p><b>Reporting Comparisons:</b> Individual CLEC compared against specified retail standard</p>	<p><b>Disaggregation Reporting:</b> Statewide level (all are "non-dispatched").</p>
<p><b>Formula:</b> (Number of specified LNP Trouble Reports closed in the reporting period that were cleared within 24 hours) / (Total Number of specified LNP Trouble Reports closed in the reporting period) x 100</p>	
<p><b>Exclusions:</b></p> <ul style="list-style-type: none"> <li>• Trouble reports attributed to customer or non-Qwest reasons, For products measured from MTAS data, trouble reports coded to disposition codes for: Customer Action, Non-Telco Plant, Trouble Beyond the Network Interface, and Miscellaneous – Non-Dispatch, non-Qwest (includes CPE, Customer Instruction, Carrier, Alternate Provider).</li> <li>• Trouble reports not related to valid requests (LSRs) for LNP and associated disconnects.</li> <li>• Subsequent trouble reports of LNP trouble before the original trouble report is closed.</li> <li>• Information tickets generated for internal Qwest system/network monitoring purposes.</li> <li>• Records involving official company services.</li> <li>• Records with invalid trouble receipt dates.</li> <li>• Records with invalid cleared or closed dates.</li> <li>• Records with invalid product codes.</li> <li>• Records missing data essential to the calculation of the measurement per the PID.</li> </ul>	
<p><b>Product Reporting:</b> LNP</p>	<p><b>Standards:</b> Parity with MR-3C results for Retail Residence</p>
<p><b>Availability:</b>  TBD</p>	<p><b>Notes:</b></p>

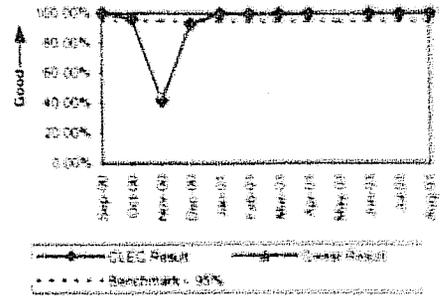
**MR-12 – LNP Trouble Reports – Mean Time to Restore – 19 Jul 01**

<b>Purpose:</b> Evaluates timeliness of clearing LNP Trouble Reports, focusing how long it takes to clear the trouble.	
<b>Description:</b> Measures the time actually taken to clear trouble reports. <ul style="list-style-type: none"> <li>• Includes all LNP trouble reports, received within 96 clock hours of the actual disconnect date/time, that are closed during the reporting period, subject to exclusions specified below.</li> <li>• Time measured is from date and time of receipt to date and time trouble is cleared.</li> </ul>	
<b>Reporting Period:</b> One month	<b>Unit of Measure:</b> Hours and Minutes
<b>Reporting Comparisons:</b> Individual CLEC compared against specified retail standard	<b>Disaggregation Reporting:</b> Statewide level (all are "non-dispatched").
<b>Formula:</b> $\frac{\sum [(\text{Date \& Time specified LNP Trouble Reports Cleared}) - (\text{Date \& Time specified LNP Trouble Reports Opened})]}{(\text{Total number of specified LNP Trouble Reports closed in the reporting period})}$	
<b>Exclusions:</b> <ul style="list-style-type: none"> <li>• Trouble reports attributed to customer or non-Qwest reasons. For products measured from ATAS data, trouble reports coded to disposition codes for: Customer Action, Non-Teico Plant, Trouble Beyond the Network Interface, and Miscellaneous – Non-Dispatch, non-Qwest (includes CPE, Customer Instruction, Carrier, Alternate Provider).</li> <li>• Trouble reports not related to valid requests (LSRs) for LNP and associated disconnects.</li> <li>• Subsequent trouble reports of LNP trouble before the original trouble report is closed.</li> <li>• Information tickets generated for internal Qwest system/network monitoring purposes.</li> <li>• Records involving official company services.</li> <li>• Records with invalid trouble receipt dates.</li> <li>• Records with invalid cleared or closed dates.</li> <li>• Records with invalid product codes.</li> <li>• Records missing data essential to the calculation of the measurement per the P.D.</li> </ul>	
<b>Product Reporting:</b> LNP	<b>Standards:</b> Parity with MR-6C results for Retail Residence
<b>Availability:</b> TBD	<b>Notes:</b>

Checklist #11 - Number Portability\*\*

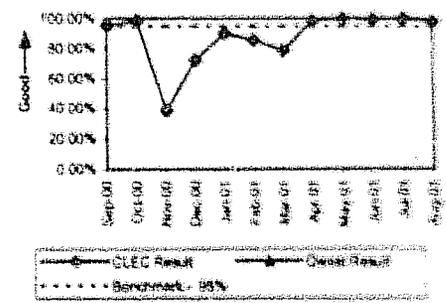
Number Portability Timeliness (Percent) (OP-8B)

Date	CLEC Num	CLEC Dend	CLEC Resu	Std Dev	Qwest Num	Qwest Dend	Qwest Resu	Mod Z Scr	Party Scr
Sep-00	21	21	100.00%	0.00%					
Oct-00	24	25	96.00%	19.60%					
Nov-00	10	24	41.67%	49.30%					
Dec-00	13	14	92.86%	25.75%					
Jan-01	3	3	100.00%	0.00%					
Feb-01	11	11	100.00%	0.00%					
Mar-01	14	14	100.00%	0.00%					
Apr-01	5	5	100.00%	0.00%					
May-01									
Jun-01	11	11	100.00%	0.00%					
Jul-01	9	9	100.00%	0.00%					
Aug-01	9	9	100.00%	0.00%					



Percentage of LNP Triggers Set Prior to the Frame Due Time (Percent) (OP-8C)

Date	CLEC Num	CLEC Dend	CLEC Resu	Std Dev	Qwest Num	Qwest Dend	Qwest Resu	Mod Z Scr	Party Scr
Sep-00	348	365	95.34%	21.07%					
Oct-00	212	215	98.60%	11.73%					
Nov-00	70	182	38.46%	48.65%					
Dec-00	146	202	72.28%	44.76%					
Jan-01	333	369	90.24%	29.67%					
Feb-01	478	558	85.68%	35.04%					
Mar-01	611	775	78.84%	40.85%					
Apr-01	730	742	98.38%	12.61%					
May-01	653	654	99.85%	3.91%					
Jun-01	862	866	99.40%	7.73%					
Jul-01	591	592	99.83%	4.11%					
Aug-01	468	475	97.70%	14.98%					



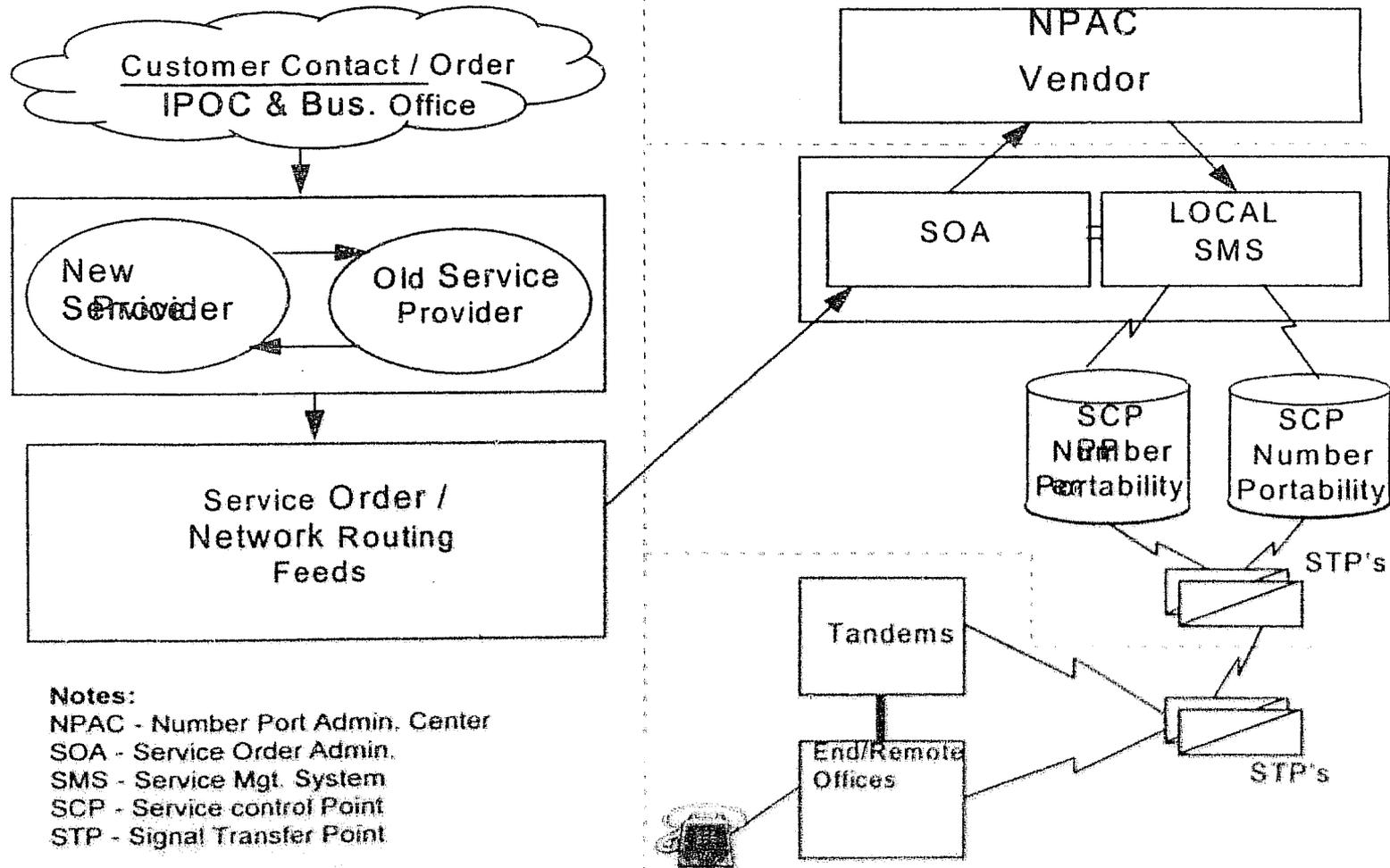
# CONTINUATION

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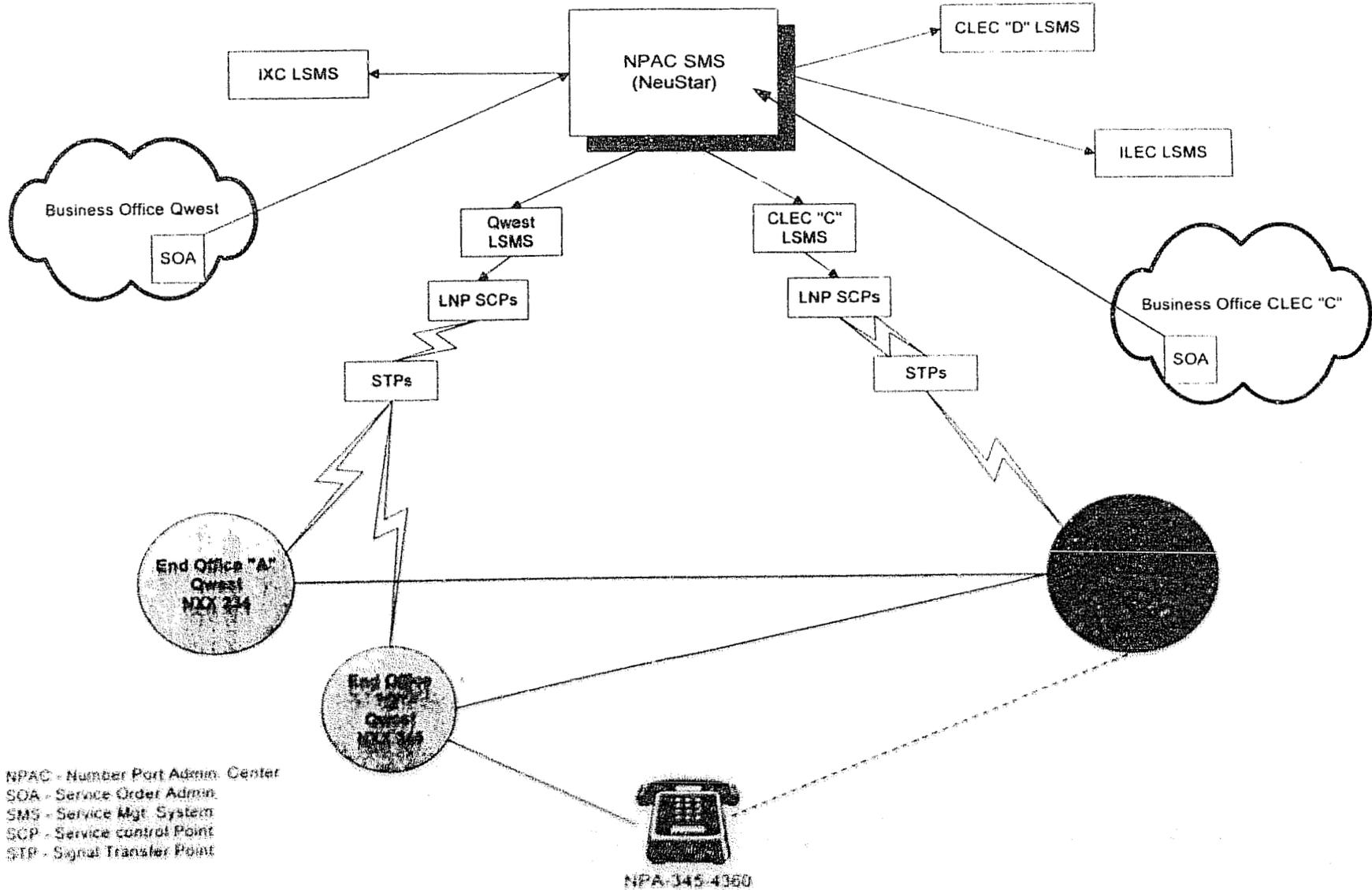
## Local Number Portability Data Flow



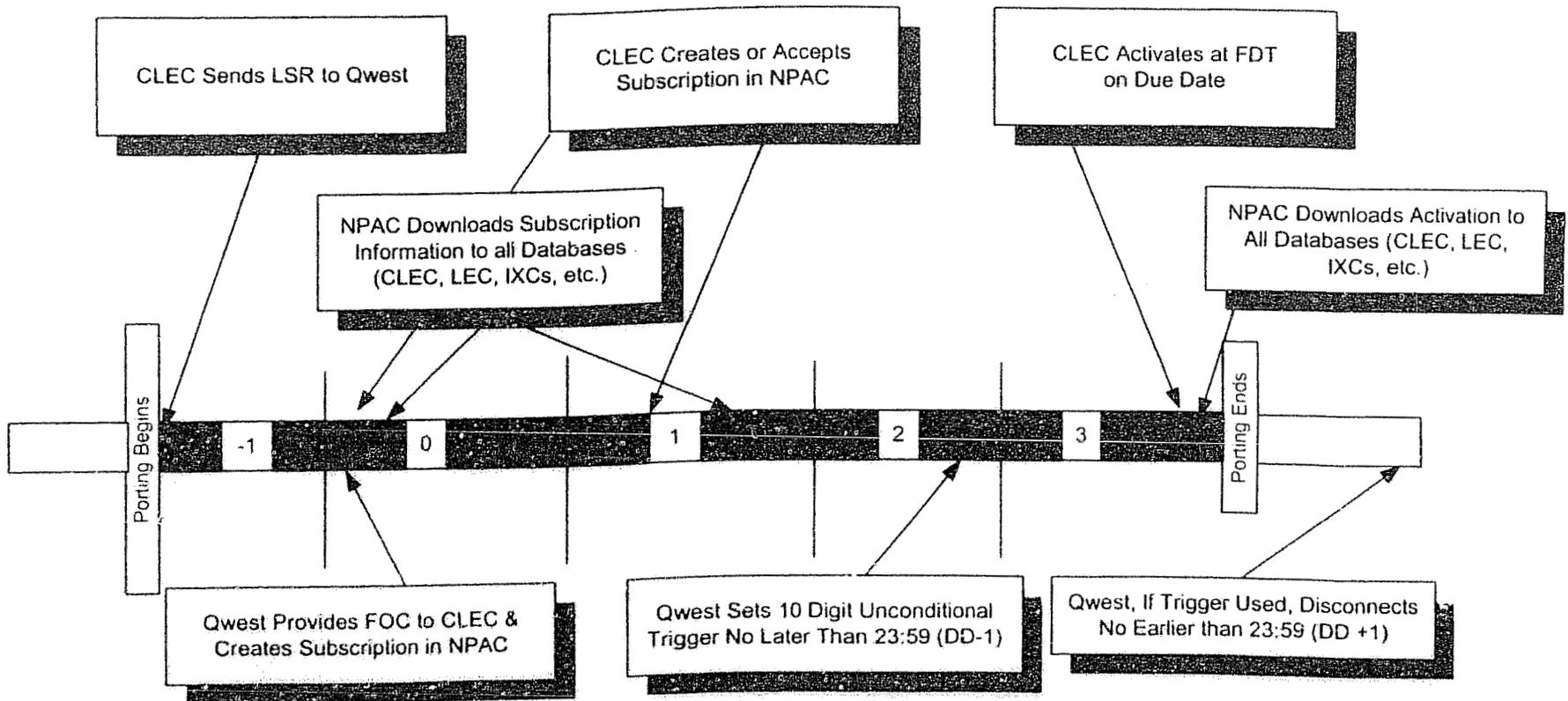
**Notes:**

- NPAC - Number Port Admin. Center
- SOA - Service Order Admin.
- SMS - Service Mgt. System
- SCP - Service control Point
- STP - Signal Transfer Point

## Local Number Portability

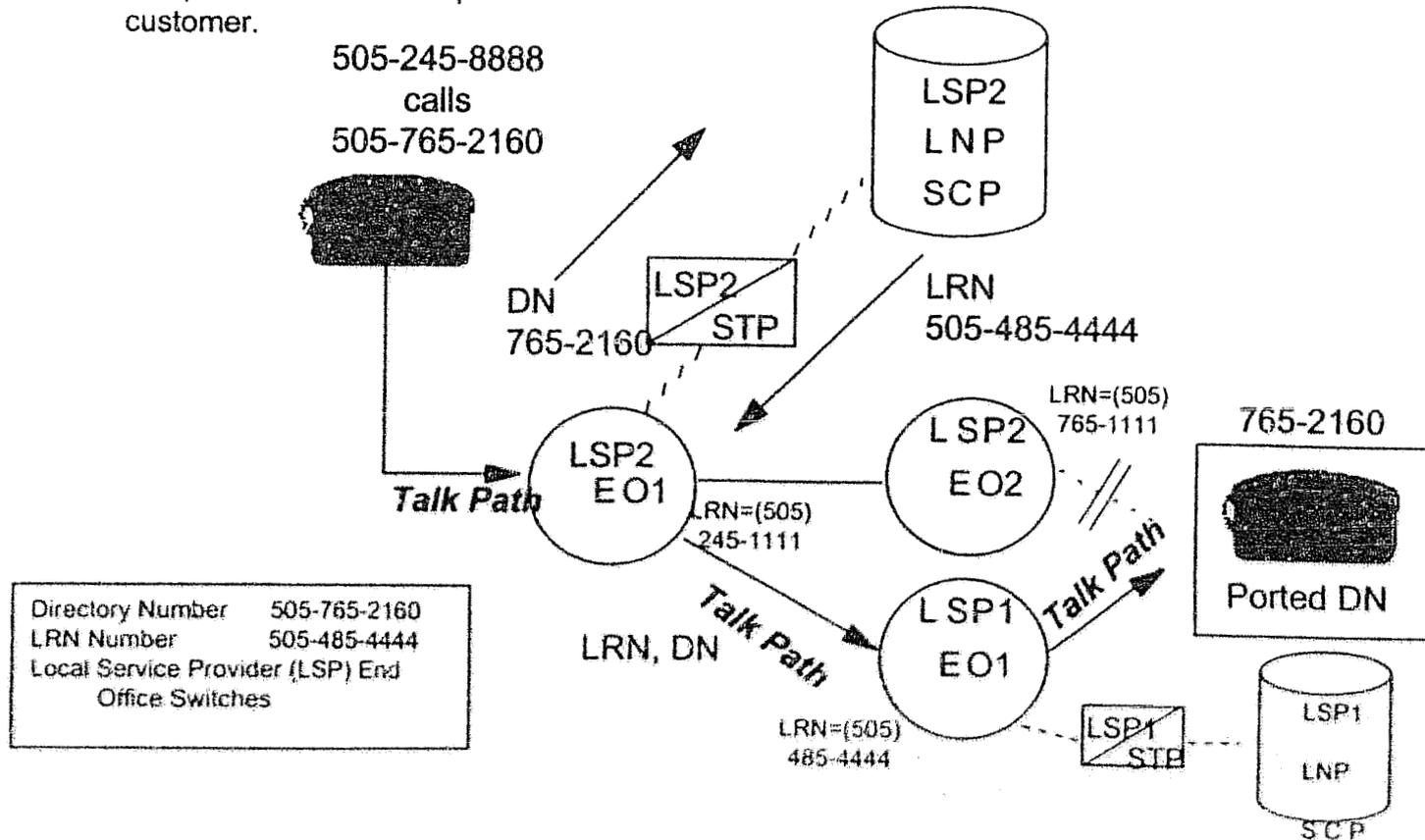


## Local Number Portability Provisioning Timeline



## Local Number Portability Call Flow

Call made from 245-8888  
 generates a query to the LNP  
 SCP. It sends the LRN for the  
 LSP1 EO1(End Office) and  
 completes the call to the ported  
 customer.



# CONTINUATION

# [9.]

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

REBUTTAL AFFIDAVIT

OF

MARGARET S. BUMGARNER

ON BEHALF OF

QWEST CORPORATION

CHECKLIST ITEM 11- NUMBER PORTABILITY

APRIL 2, 2002



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**REBUTTAL AFFIDAVIT**

**OF**

**MARGARET S. BUMGARNER**

**Checklist Item 11 – Number Portability**

Margaret S. Bumgarner states as follows:

My name is Margaret S. Bumgarner. I am a Director in the Policy and Law organization for Qwest Corporation ("Qwest"). My business address is 1600 Seventh Avenue, Seattle, Washington, 98191. I submit this rebuttal affidavit in support of Qwest's application for authority to provide interLATA services originating in South Dakota.

I filed an affidavit October 24, 2001, regarding Qwest's compliance with Checklist Item 11 of Section 271 of the Telecommunications Act of 1996 ("1996 Act" or "Act") concerning number portability.<sup>1</sup>

In this rebuttal affidavit, I respond to testimony filed by Dr. Marlon Griffing on behalf of the staff of the Public Utilities Commission ("PUC") of South Dakota, Mr. W. Thomas Simmons on behalf of Midcontinent Communications ("Midcontinent"), Ms. Jheri Turner on behalf of Black Hills FiberCom ("FiberCom"), and Mr. Kenneth L. Wilson on behalf of AT&T.

---

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

1 I. EXECUTIVE SUMMARY

2 Qwest satisfies the requirements of Section 271(c)(2)(B)(xi) of the 1996 Act and  
3 the FCC's number portability regulations. Qwest has complied with the FCC's (a) long  
4 term number portability ("LNP") implementation schedule; (b) performance criteria; (c)  
5 technical, operational, architectural, and administrative requirements; and (d) cost  
6 recovery rules for number portability. Number portability is available to CLECs in South  
7 Dakota under Qwest's Statement of Generally Available Terms and Conditions  
8 ("SGAT"), the KMC Telecom V, Inc. ("KMC") interconnection agreement,<sup>2</sup> and Qwest's  
9 other Commission-approved interconnection agreements.

10 Qwest's performance measures, the Performance Indicator Definitions ("PIDs"),  
11 were developed in the Regional Oversight Committee ("ROC") collaborative Section 271  
12 performance measures workshops. Those workshops, involving both Qwest and  
13 CLECs, were conducted under the auspices of the ROC which is composed of 13 state  
14 commissions in the Qwest region. Liberty Consulting Group audited Qwest's  
15 performance results and confirmed that Qwest is accurately measuring its performance  
16 in providing number portability. Since filing my initial affidavit regarding this checklist  
17 item, the three additional performance measures described in my October 24, 2001  
18 affidavit have been implemented and results have been published in accordance with  
19 those PIDs. The three additional measures that were developed in the ROC  
20 performance measures workshops are: 1) OP-17 "Timeliness of Disconnects

---

<sup>2</sup> A copy of the KMC Telecom V, Inc. ("KMC") interconnection agreement is attached to Mr. Brotherson's rebuttal affidavit as Exhibit LBB-GTC-1.

1 associated with LNP orders” measures the quality of Qwest completing telephone  
2 number porting without performing the associated disconnects before the scheduled  
3 time and date; 2) MR-11 “LNP Trouble Reports Cleared within 24 Hours” measures the  
4 timeliness of clearing LNP trouble reports; and, 3) MR-12 “LNP Trouble Reports –  
5 Mean Time to Restore” measures how long it takes to clear LNP trouble reports. The  
6 performance results for these measures in South Dakota are excellent.

7 In this rebuttal affidavit, I provide responses to the various issues and concerns  
8 raised by four parties. First, the PUC staff and AT&T both comment on the coordination  
9 of LNP with a CLEC-provided loop. Dr. Griffing, on behalf of the PUC staff,  
10 recommends adopting the Multi-State Facilitator's resolution of the one Checklist Item  
11 11 issue that was at impasse from the workshops involving coordination of LNP with a  
12 CLEC-provided loop. Qwest supports that recommendation and has already made the  
13 recommended change to its South Dakota SGAT and it is also included in the KMC  
14 interconnection agreement. Thus, this issue has been resolved. In addition, Qwest  
15 made significant mechanized changes since the Multi-State Report was released that  
16 provide improvements to the porting processes beyond what the Multi-State Facilitator  
17 deemed necessary for Qwest to do to satisfy the requirements of Checklist Item 11. As  
18 described in my initial affidavit, this mechanized process provides additional time for  
19 Qwest to hold the disconnect of the switch translations associated with the LNP order in  
20 case the CLEC is delayed in completing its provisioning work so that the end user's  
21 service will not be disrupted. It is this LNP process enhancement that AT&T comments  
22 should be committed to in the SGAT and AT&T also raises questions about the

1 performance measurement related to this process. Qwest has included language in its  
2 SGAT describing the LNP process change in other states. Recently, Arizona ordered a  
3 slight revision to that language that addresses AT&T's proposed modification. Qwest is  
4 willing to include Arizona's modified language in the South Dakota SGAT and in any  
5 CLEC's interconnection agreement, if the CLEC requests it. As far as AT&T's complaint  
6 about the performance measure related to this process, PID OP-17, Qwest has  
7 implemented the PID as agreed to in the ROC and Arizona performance workshops.  
8 AT&T agreed to the PID as it is currently described but now has proposed changes.  
9 Qwest does not agree with the changes proposed by AT&T to the ROC Technical  
10 Advisory Group ("TAG") for performance measures since AT&T's proposed changes are  
11 inconsistent with the recommendation by the Multi-State Facilitator's report and with the  
12 process that has been implemented by Qwest. However, this issue is already being  
13 addressed in the ROC TAG for performance measures.

14         Second, Midcontinent indicates that it does not have major problems porting  
15 numbers, however, it does raise an issue involving problems porting with unbundled  
16 loop cut-overs. The issue described by Midcontinent involves the actual physical cut-  
17 over of the loop and not the activation of the number port. Activation of the number port  
18 is performed by the CLEC in NeuStar's number portability database, not by Qwest. As  
19 a result, coordination is required for the actual physical cut-over of the unbundled loop  
20 and then the CLEC can activate the number port. Thus, Qwest will address the issue in  
21 Ms. Liston's rebuttal affidavit regarding Checklist Item 4, unbundled loops.

1           Lastly, FiberCom describes some instances where the ported number has been  
2 reassigned to a Qwest retail customer. In January 2002, Qwest implemented a  
3 mechanized system enhancement for checking the status of numbers against existing  
4 accounts and the LNP database prior to assignment on service orders. In addition,  
5 Qwest does a mechanized comparison between its number assignment database and  
6 the LNP database quarterly to make sure that ported numbers are marked as  
7 unavailable for assignment. Qwest's account team has been meeting with FiberCom  
8 weekly and will continue to work with them to ensure that this issue has been resolved  
9 satisfactorily.

10           Qwest has addressed all of the issues raised by the intervenors related to porting  
11 numbers. Qwest provides number portability in South Dakota in compliance with both  
12 the 1996 Act and FCC rules. For these reasons, the South Dakota Commission should  
13 find that Qwest satisfies the requirements of Section 271(c)(2)(B)(xi) for number  
14 portability.

15           **II. ISSUES RAISED REGARDING QWEST'S COMPLIANCE WITH THE FCC'S**  
16           **REQUIREMENTS FOR CHECKLIST ITEM 11 NUMBER PORTABILITY.**

17           Four parties commented on issues associated with number portability: Mr.  
18 Simmons on behalf of Midcontinent; Ms. Turner on behalf of FiberCom; Dr. Griffing on  
19 behalf of the staff for the South Dakota PUC; and Mr. Wilson on behalf of AT&T. I will  
20 address these issues and concerns in the following sections.

1           **A.     Number Porting Associated With Unbundled Loop Cut-overs.**

2           Mr. Simmons, on behalf of Midcontinent, states that Midcontinent "does not have  
3 major problems porting numbers," however, it has experienced some problems porting  
4 numbers involving coordination with unbundled loop cut-overs.<sup>3</sup> As far as the LNP  
5 portion of the orders, both with and without an unbundled loop, the CLEC controls the  
6 activation of the port by sending a message to NeuStar's NPAC database to broadcast  
7 to all service providers' LNP databases that the port is activated. As described in my  
8 initial affidavit, Qwest sets the unconditional 10-digit trigger, also referred to as the Line  
9 Side Attribute "LSA" trigger, in the switch prior to the due date and frame due time  
10 established by the CLEC on its service order and, at that point, Qwest's provisioning of  
11 LNP is complete. In essence, Qwest pre-provisions the LNP portion of the order. From  
12 that point on, every call to that telephone number within Qwest's serving switch  
13 launches a query to the LNP database to determine where to route the call. If the CLEC  
14 has activated the port, then the call is routed to the CLEC's serving switch for call  
15 completion. Mr. Simmons' issue is actually the coordination of the physical work  
16 involved with unbundled loop cut-overs which is addressed by Ms. Liston in her rebuttal  
17 affidavit.

18           Qwest's performance measure, PID OP-8B, "LNP Timeliness with Loop  
19 Coordination," measures the percentage of LSA triggers that Qwest translates ("sets") in  
20 the switch prior to the scheduled start time for unbundled loop cutovers requiring  
21 coordination. Qwest's performance results for OP-8B in South Dakota has consistently

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<sup>3</sup> Simmons at 7.

1 been excellent, with 100 percent of the triggers set prior to the due date each month.  
2 Exhibit MSB-LNP-7 is the performance results for Checklist Item 11 number portability  
3 through February 2002.

4 **B. Ported Number Reassignments.**

5 Ms. Turner, on behalf of FiberCom, comments on some problems experienced  
6 with the reassignment to Qwest retail customers of telephone numbers that were ported  
7 to FiberCom over the past year.<sup>4</sup> Four of the eight examples provided (JT-2, JT-4, JT-6  
8 and JT-7) were not of numbers that had been reassigned, but were repair issues that  
9 were resolved within a few hours through the normal repair processes.<sup>5</sup> However, the  
10 other four examples (JT-1, JT-3, JT-5 and JT-8) were for telephone numbers that were  
11 inadvertently reassigned to Qwest retail customers. While this problem occurs  
12 infrequently, Qwest has recognized the negative customer experience that results, not  
13 only for the CLEC customer but also for the Qwest retail customer that has to relinquish  
14 the number back. Qwest has undertaken several actions to prevent telephone number  
15 reassignments. To put this issue into perspective, Qwest ports approximately 800  
16 numbers per month in South Dakota and approximately 81,000 numbers per month  
17 region-wide.<sup>6</sup> With the thousands of telephone numbers assigned each year, Qwest

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<sup>4</sup> Turner at 3-8.

<sup>5</sup> JT-2 and JT-4 were incorrectly routed to the disconnect intercept message in the original switch; JT-6 was a winback that Qwest included a wrong number on the order; and JT-7 had an incorrect due date for year 2001 rather than 2002 (i.e., typed January 10, 2001 instead of January 10, 2002) that caused an early disconnect by the switch.

<sup>6</sup> Exhibit MSB-LNP-11 are the volumes of numbers ported each month.

1 has also experienced some duplicate assignment of telephone numbers for its own  
2 retail customers, so Qwest has been actively working to resolve these issues for both  
3 the wholesale customers as well as its own retail customers.

4 Early in 2001, Qwest established a team and a process to begin database  
5 reconciliation between the customer number administration ("CNUM") database and the  
6 LNP database to ensure that numbers that were identified as ported in the LNP  
7 database were also identified as ported in the CNUM database and not available for  
8 assignment in the service order systems. As part of that process, the team began to  
9 investigate and identify root causes for the problems and develop action plans to  
10 resolve them. A couple of examples of the root causes are: 1) The Port Out field  
11 identifier ("FID") was missing on the CLEC's service order. When that FID is missing  
12 from the LNP order, the ported number is identified in the CNUM database as a normal  
13 disconnect that is aged according to the FCC's guidelines (i.e., 90 days for residence  
14 and one year for business) and then it becomes available for assignment; and 2)  
15 CLECs have activated telephone numbers in NeuStar's LNP database that were not  
16 included on the service order. Qwest is now conducting CNUM to LNP database  
17 reconciliation quarterly (i.e., the minimum aging time for a number is 90 days according  
18 to the FCC's guidelines) for each state beginning in October 2001.

19 In addition, the Qwest team has taken other actions based on their  
20 investigations: 1) In June 2001, Qwest implemented a new repair process in the LNP  
21 operations group for resolving these situations expeditiously and notifying the retail  
22 center to assign the Qwest end user customer a new number; 2) Training has been

1 provided to the LNP operations group and to the retail centers. All of the Qwest  
2 wholesale account and service managers have also been covered on what actions need  
3 to be taken if they receive a contact from the CLEC regarding a ported number  
4 reassignment. Since these situations occurred so infrequently, there at times was  
5 confusion and a lack of understanding about what action should be taken; and 3) In  
6 January 2002, Qwest implemented a system enhancement, Local Telephone Number  
7 Reservation system ("LTRS"), that checks the various systems during the wholesale  
8 pre-ordering process for order activities that require a telephone number assignment.  
9 Once a telephone number is obtained from the inventory of available telephone  
10 numbers, it is electronically cross-checked to ensure the telephone number is not being  
11 billed on an existing account and is not shown as ported in the LNP database. This  
12 cross-checking is completed electronically within a few seconds. All service orders are  
13 electronically checked and will error out if there is a discrepancy. The Qwest team will  
14 continue to investigate any discrepancies found during the quarterly database  
15 reconciliation and add enhancements, if needed.

16 Qwest's account team has been meeting with FiberCom weekly to address their  
17 issues. This particular issue has not been raised by FiberCom previously in those  
18 meetings, however, Qwest's account team will address it directly with FiberCom in  
19 these meetings based on the testimony filed. This will provide an opportunity to work  
20 with FiberCom and ensure that the new system enhancement, LTRS, is working  
21 effectively, along with the quarterly mechanized database reconciliation. Qwest

1 believes that it has taken appropriate action to resolve this issue and will continue to  
2 work with FiberCom to ensure they are satisfied with the results.

3 **C. Coordination of LNP With a CLEC-Provided Loop.**

4 Dr. Griffing, on behalf of the PUC staff, reviewed the Facilitator's report regarding  
5 the one impasse issue from the Multi-State LNP workshops that involved coordination of  
6 LNP with a CLEC-provided loop. Dr. Griffing supports the recommendation in the report  
7 for Qwest to add language to Section 10.2.2.4 of the SGAT that states: "If CLEC  
8 requests Qwest to do so by 8:00 p.m. mountain time, Qwest will assure that the Qwest  
9 Loop is not disconnected that day."<sup>7</sup> Qwest supports that recommendation and has  
10 already included the language in its South Dakota SGAT and in the KMC Telecom V,  
11 Inc. interconnection agreement.<sup>8</sup>

12 This issue was the subject of considerable discussion during the workshops. As  
13 I described in my initial affidavit, Qwest sets an unconditional 10-digit trigger (i.e., the  
14 USA trigger) in the switch on the telephone number to be ported prior to the due date  
15 and frame due time established by the CLEC on its service order and, at that point,  
16 Qwest's provisioning of LNP is complete. In essence, Qwest pre-provisions LNP. The  
17 CLEC then controls the activation of the port by sending a message to the NPAC to  
18 broadcast to all service providers' LNP databases that the port is activated. Since  
19 Qwest is not involved in the physical cut-over of a CLEC-provided loop, Qwest does not  
20 know if the CLEC is unable to complete its provisioning work (i.e., the customer doesn't

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1 Griffing at 44.

2 See SGAT and KMC agreement § 10.2.2.4.

1 keep the appointment, the CLEC has problems with its switch or loop, etc.). The CLEC  
2 needs to provide timely notification to Qwest to either delay the due date or cancel the  
3 order to prevent the completion of the disconnect order (i.e., the removal of the switch  
4 translations, LSA trigger, and Qwest loop).

5 The Multi-State Facilitator determined that the CLEC should be able to notify  
6 Qwest by the end of the day (i.e., 8:00 p.m.) for those orders that the CLEC is unable to  
7 complete on the due date or that need to be cancelled so that Qwest can ensure that  
8 the end user's service is not disconnected. That is also a standard industry practice as  
9 well. Qwest agrees with that recommendation and included the commitment in its  
10 SOAT that if notified by 8:00 p.m. on the due date, Qwest will ensure that the end user's  
11 service is not disconnected.

12 In addition, Qwest has made significant mechanized changes since the Multi-  
13 State report was released that provide improvements to the porting processes beyond  
14 what the Multi-State Facilitator deemed necessary for Qwest to do to satisfy the  
15 requirements of Checklist Item 11. As described in my initial affidavit, this mechanized  
16 process provides additional time for Qwest to hold the disconnect of the switch  
17 translations associated with the LNP order in case the CLEC is delayed in completing  
18 its provisioning work so that the end user's service will not be disrupted. Qwest  
19 implemented a mechanized solution to hold the disconnect of the switch translations  
20 until 11:59 p.m. of the day after the due date, rather than 11:59 p.m. on the due date.

21 Prior to the release of the Multi-State Report, Washington released its draft order  
22 requiring Qwest to hold the LNP disconnect until after 11:59 p.m. of the day after the

1 ~~due date.~~ Washington took this action on behalf of the end user customers since there  
2 ~~were instances,~~ where the notification was received late on the due date but Qwest was  
3 ~~unable to make the necessary changes to delay or cancel the disconnection of the~~  
4 ~~switch translations due to human error or due to the complexity of the order.~~ Although  
5 ~~the number of these instances were very small,~~ the delay of the LNP disconnect  
6 ~~provides an additional cushion of time for Qwest to ensure that the end user's service is~~  
7 ~~not impacted.~~ The Washington draft order states:

8 "Although such testing and verification systems are not necessary, AT&T's  
9 proposal to extend the time of 10-digit trigger and customer translations is  
10 a reasonable alternative. The Commission is concerned that customers  
11 will not be able to access 911 service when service disruptions occur. In  
12 order to prevent service outages to customers should there be problems  
13 with porting a number or the coincident cutover of a loop, Qwest should  
14 wait until 11:59 p.m. of the day following the scheduled port before  
15 disconnecting a customer's previous service."<sup>10</sup>

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1 See in the Matter of the Investigation into U S WEST Communications, Inc.'s  
Compliance with § 271 of the Telecommunications Act of 1996, Initial Order  
Finding Compliance in the Areas of Interconnection, Number Portability and  
Resale, Docket No. UT-003002 (rel. February 2001), ¶ 215. (Washington Draft  
Order); Also, the Washington Commission's final order confirmed this finding:  
Washington Utilities and Transportation Commission, Docket No. UT-003022,  
Fifteenth Supplemental Order (rel. August 2001).

2 Mr. Wilson states in a couple of places that the disconnect delay solution was  
proposed by Qwest. One statement, at Page 72, says, "It is Qwest that proposed  
this solution, not AT&T." Clearly, in the above quote from the Washington draft  
order, delaying the disconnect was proposed by AT&T during the collaborative  
workshops. Also, AT&T's Closing Brief on Disputed Issues Relating to Local  
Number Portability and Reciprocal Compensation filed in the Seven State  
Collaborative Section 271 Workshops, April 10, 2001, at Page 10, states: "AT&T  
also proposed SGAT revisions that would require Qwest to set the disconnect for  
the day after the port is scheduled." Another statement by Mr. Wilson at Page  
70, says Qwest made this process change because Qwest had received "several  
adverse rulings," which is not the case. Washington's draft order was the first

1 Qwest quickly formed a team of subject matter experts to determine the best  
2 course of action to implement the Washington draft order requirement. Qwest  
3 developed a mechanized solution to hold the disconnect of the switch translations until  
4 11:59 p.m. of the day after the due date and implemented the new mechanized process  
5 June 7, 2001 for Qwest's Eastern Region states, including South Dakota. Further  
6 system enhancements were made August 20, 2001.<sup>11</sup> Thus, with the additional time  
7 provided, Qwest assures that if timely notification is received from the CLEC by 8:00  
8 p.m. on the due date to delay the due date or cancel the order, the end user customer's  
9 service will not be inadvertently disconnected. Notification by the CLEC can be made  
10 electronically on the due date by merely sending a change order (i.e. a supplemental  
11 order) or a cancellation, or the CLEC can call the Qwest service center and then send  
12 its confirming change order.

13 The industry has now endorsed the process that Qwest is using for delaying the  
14 disconnect of the switch translations until 11:59 p.m. of the day after the due date. In  
15 February 2002, the industry's Local Number Portability Administration's ("LNPA")

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order issued on LNP and Qwest conceded to their decision and developed the mechanized solution to hold the disconnect.

<sup>11</sup> Mr. Wilson, on behalf of AT&T, implies that the new mechanized process is "merely a paper promise until the process is, in fact, implemented and tested." Page 67; This is a strange comment considering Mr. Wilson also attaches as his Exhibit KLW-17 the initial notification Qwest sent to CLECs through the Change Management Process ("CMP") regarding the new mechanized process. In addition, the mechanized enhancement that was made August 20, 2001 was included in the IMA release 8.0. Later in Mr. Wilson's affidavit, page 71, he states: "AT&T believes that the new process has improved the situation and AT&T is seeing fewer premature disconnects."

1 Working Group reached agreement on three options for the timing of the removal of the  
2 translations to include in the industry's LNP Operations guidelines. One of the options  
3 the LNPA included is holding the disconnect until 11:59 p.m. of the day after the due  
4 date. Exhibit MSB-LNP-8 is a copy of the revised industry LNPA Operations guidelines  
5 approved in February 2002.

6 An additional performance measure was developed by the ROC and Arizona  
7 performance measures workshops, PID OP-17, to measure Qwest's performance  
8 relative to preventing the LNP disconnect from happening when a timely notification has  
9 been made. Qwest's performance results for OP-17 have been excellent with 100  
10 percent reported for South Dakota each month since the performance measure was  
11 implemented in October 2001. Exhibit MSB-LNP-7 is Qwest's LNP performance results  
12 for South Dakota through February 2002.

13 In summary, Qwest supports Dr. Griffing's recommendation to adopt the Multi-  
14 State Facilitator's resolution of the one Checklist Item 11 issue to include a commitment  
15 in the SGAT that if notification is received by 8:00 p.m. mountain time of the due date,  
16 Qwest will assure that the Qwest loop is not disconnected if the order needs to be  
17 delayed or cancelled. Indeed, Qwest has gone beyond what the Multi-State Facilitator  
18 deemed was required to satisfy the requirements for Checklist Item 11 by implementing  
19 a mechanized solution to hold the disconnect until the day after the due date, thus  
20 providing additional time for Qwest to take action to prevent disruption of the end user

1 customer's service. Thus, Qwest has resolved this issue and its performance results  
2 demonstrate that Qwest's processes for number portability are working effectively.<sup>12</sup>

3 **D. SGAT Commitment for Disconnect Delay and Notification Process.**

4 Mr. Wilson, on behalf of AT&T, comments on the above described mechanized  
5 process that was implemented to delay the disconnect of the LNP switch translations  
6 until the day after the due date. Mr. Wilson asserts that Qwest has refused to fully  
7 reflect the new process in its SGAT such that there is no legally binding commitment.<sup>13</sup>  
8 Qwest has not refused to include language in the SGAT and in interconnection  
9 agreements, if requested by a CLEC. In fact, Qwest developed the language for the  
10 Colorado SGAT that Mr. Wilson now puts forward in his affidavit. Qwest has on its own  
11 brought forward that same commitment in each state's SGAT as it has made updates,  
12 without any order requiring Qwest to do so.

13 However, AT&T has revised the language to omit two words ("try to") that  
14 maintain the consistency between the SGAT and the actual processes that Qwest has  
15 implemented, plus the ROC approved PID OP-17. Qwest's proposed language is  
16 consistent with both Qwest's processes and the ROC TAG-approved PID. AT&T has  
17 only provided the initial notification document as an exhibit to support its view that  
18 Qwest allows notifications to be made by noon the next day. That notification document  
19 was the initial notification distributed through the CMP process to CLECs regarding the

---

<sup>12</sup> Exhibit MSB-LNP-7 are Qwest's LNP performance results for South Dakota through February 2002.

<sup>13</sup> Wilson at 67.

1 mechanized process change and provides only brief details about the process. More  
2 detailed discussions of the mechanized process change and notification procedures  
3 were done as part of a CMP conference call held May 15, 2001 with CLECs prior to  
4 implementation. Further documentation has been distributed providing more detail  
5 about the processes. Exhibit MSB-LNP-9 is a copy of the documentation provided  
6 through the CMP in response to a request from AT&T to provide more clarification  
7 regarding the new mechanized process and the CLEC notification process. Exhibit  
8 MSB-LNP-10 is a copy of the section addressing the notification process that is included  
9 in the LNP documentation in the wholesale Product Catalog ("PCAT") on Qwest's  
10 website.

11 Contrary to AT&T's statements, Qwest's process documentation for the delayed  
12 disconnect explicitly requires "timely" notification to be made by 8:00 p.m. mountain time  
13 on the due date, as recommended in the Multi-State Facilitator's report. "Late  
14 notification" is to be provided by 12:00 p.m. on the date following the due date. Defining  
15 a significant delay by the CLEC in notification to be "timely" would be neither logical nor  
16 fair. Qwest discussed its LNP processes with CLECs in CMP conference calls in May,  
17 August, and October 2001. Moreover, Qwest's language tracks the ROC TAG-  
18 approved PID for OP-17. The ROC TAG approved the OP-17 PID that defines timely  
19 notification and that measures Qwest's performance based upon timely notification in a  
20 manner that is consistent with Qwest's proposed SGAT language and Qwest's

1 processes.<sup>14</sup> Adoption of AT&T's proposed SGAT notification language will provide no  
2 incentive for CLECs to live up to their own responsibilities and make untimely  
3 notification the norm.

4 As far as the SGAT language, Qwest is not wedded to the words "try to." In the  
5 Arizona order, released March 15, 2002, the Arizona Commission found that "Qwest's  
6 proposal for late notifications is consistent with current performance measures and is  
7 not unreasonable except, we find that Qwest should substitute 'to use its best efforts' in  
8 place of 'to try'. Consequently, Qwest's proposed SGAT language for SGAT Sections  
9 10.2.2.4 and Section 10.2.5.3.1, as modified, should be adopted." Qwest agrees with  
10 that modification of the language and proposes adding the same language as adopted  
11 in Arizona for the South Dakota SGAT and to any CLEC's interconnection agreement  
12 upon request. The proposed language to be added to Section 10.2.5.3.1 of the SGAT  
13 is underlined in the following:

14 Qwest will set the ten (10) digit unconditional trigger for numbers to be  
15 ported, unless technically infeasible, by 11:59 p.m. (local time) on the  
16 business day preceding the scheduled Port date. (A 10-digit unconditional  
17 trigger cannot be set for DID services in 1AESS, AXE10, and DMS10  
18 switches thus managed cuts are required, at no charge.) The ten (10) digit  
19 unconditional trigger and Switch translations associated with the End  
20 Customer's telephone number will not be removed, nor will Qwest  
21 disconnect the Customer's Billing and account information, until 11:59 p.m.  
22 (local time) of the next business day after the Due Date. CLEC is required  
23 to make timely notification of Due Date changes or cancellations by 8:00  
24 p.m. mountain time on the Due Date through a supplemental LSR order. In  
25 the event CLEC does not make timely notification, CLEC may submit a late  
26 notification to Qwest as soon as possible but in no event later than 12:00  
27 p.m. mountain time the next business day after the Due Date to Qwest's

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<sup>14</sup> The ROC TAG approved the OP-17 PID August 2, 2001. Also, the Arizona TAG has approved the same OP-17 PID.

1           Interconnect Service Center in the manner set forth below. For a late  
2           notification properly submitted, Qwest agrees to use its best efforts to  
3           ensure that the End User's service is not disconnected prior to 11:59 p.m.  
4           of the next business day following the new Due Date or, in the case of  
5           cancellation, no disruption of the End User's existing service. Late  
6           notifications must be made by calling Qwest's Interconnect Service Center  
7           followed by CLEC submitting a confirming supplemental LSR order.

8           Qwest's proposed SGAT language accurately reflects Qwest's processes for  
9           holding the LNP disconnects and the notification process required to ensure that the  
10          end user's service is not impacted by CLEC provisioning delays. It also reflects the  
11          recommendation by the Multi-State Facilitator that if the CLEC provides notification [of  
12          due date changes or cancellations] by 8:00 p.m. on the due date, Qwest can ensure  
13          that the customer's service is not disconnected. In addition, Dr. Griffing also supported  
14          the Multi-State Facilitator's recommendation.

15           **E.      LNP Performance Measurement PID OP-17.**

16          Mr. Wilson, on behalf of AT&T, raises issues about the PID OP-17 that was  
17          developed to measure the effectiveness of Qwest's above described process for  
18          preventing disconnects from occurring before the CLEC has completed its provisioning.  
19          As described in the preceding section, AT&T wants to revise the process and the  
20          related measurement, OP-17, to allow for "timely" notifications to be made by 12:00  
21          p.m. the day after the due date. Qwest does not agree with that change. As stated  
22          previously, the PID OP-17 is consistent with the processes Qwest has implemented and  
23          the recommendation by the Multi-State Facilitator.

24          The OP-17 PID was developed and approved by the ROC TAG to evaluate  
25          Qwest's performance in completing number ports, and focuses on the degree to which

1 porting occurs without implementing associated disconnects before the scheduled date  
2 and time (i.e., 11:59 p.m. the day after the due date). The ROC TAG participants also  
3 agreed upon a benchmark of 98.25 percent. AT&T has submitted proposed revisions of  
4 the OP-17 PID to the ROC TAG, however, the ROC TAG has not agreed to the AT&T  
5 revisions to the PID. Thus, as it now stands, the OP-17 PID, Qwest's PCAT  
6 documentation, Qwest's processes, and Qwest's proposed SGAT text for Section  
7 10.2.5.3.1 consistently define "timely" notifications as notification that is received by  
8 8:00 p.m. on the due date. The ROC TAG is the appropriate forum to address the  
9 performance measures and this issue has already been raised there by AT&T.

10 In addition, Mr. Wilson also comments that the performance results are self-  
11 reported data and there is no way to determine if it even tests Qwest's new process.  
12 Qwest implemented the performance measure in accordance with the ROC-approved  
13 PID OP-17. The processes and performance measurement are currently being audited  
14 by Liberty Consulting Group and an audit report will be issued on Qwest's OP-17  
15 measurement.

16 In summary, the OP-17 performance measurement is currently being audited by  
17 the Liberty Consulting Group which will determine the accuracy of Qwest's data. With  
18 regard to AT&T's issues about the OP-17 PID, Qwest does not agree with AT&T's  
19 proposed changes because the PID OP-17 is consistent with Qwest's LNP processes.  
20 The appropriate forum to resolve this issue is the ROC Technical Advisory Group  
21 performance workshops and this issue is already being addressed there.

1     **III.     SUMMARY AND CONCLUSION**

2             For the foregoing reasons, Qwest provides number portability in South Dakota  
3     that satisfies the requirements of both the 1996 Act and FCC regulations. There are  
4     concrete and specific legal commitments in the SGAT and Commission-approved  
5     interconnection agreements making number portability available in South Dakota.  
6     Qwest has complied with the FCC's implementation schedule for LNP and the FCC's  
7     requirements for performance criteria, technical, operational, architectural,  
8     administrative requirements, and cost recovery. Qwest has demonstrated that it is  
9     exceeding the performance levels that were established by the ROC for number  
10    portability. Therefore, the South Dakota Commission should find that Qwest satisfies  
11    Checklist Item 11 for number portability.

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  
EXHIBITS to the REBUTTAL AFFIDAVIT  
OF  
MARGARET S. BUMGARNER  
CHECKLIST ITEM 11 – NUMBER PORTABILITY

APRIL 2, 2002

INDEX TO EXHIBITS

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DESCRIPTION

EXHIBIT

LNP Performance Results – South Dakota..... MSB-LNP-7

LNPA Working Group's – Industry Operations Guideline ..... MSB-LNP-8

CMP Customer Request Response – Notification Process ..... MSB-LNP-9

LNP PCAT Notification Process for Due Date Changes/Cancellations ..... MSB-LNP-10

State/Region Volume of Telephone Numbers Ported ..... MSB-LNP-11

INDEX TO EXHIBITS

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CMP Customer Request Response – Notification Process ..... MSB-LNP-9

LNP PCAT Notification Process for Due Date Changes/Cancellations ..... MSB-LNP-10

State/Region Volume of Telephone Numbers Ported..... MSB-LNP-11

## Local Number Portability (LNP)

### Due Date Changes

You must notify Qwest via LSR supplement or a call to the ISC if you require a DD change for your port activity. Notifications of DD changes should be made as soon as possible on the DD and prior to 8:00 PM Mountain Time. Late notification of DD changes will require that you call the ISC prior to 12:00 noon on the day after the DD (in the end-users' time zone) and issue a LSR supplement via IMA or IIS to confirm the request. Late DD change notifications after 12:00 noon the day after the DD, will require you to contact the Call Center Representative at 888-796-9087 to initiate an escalation ticket for these late changes.

### Cancel

You must notify Qwest via LSR supplement or a call to the ISC if you require a cancel of the port activity. . Notifications of DD cancels should be made as soon as possible on the DD and prior to 8:00 PM Mountain Time. Late notification of DD cancels will require that you call the ISC prior to 12:00 noon on the day after the DD (in the end-users time zone) and issue a LSR supplement via IMA or IIS to confirm the request. Late cancel notifications after 12:00 noon the day after the DD will require you to contact the Call Center Representative at 888-796-9087 to initiate an escalation ticket for these late cancels.

# CONTINUATION

# [ 18 ]

Scan ~

~ # Pages [ ]

**Telephone Numbers Ported  
 By State / By Month**

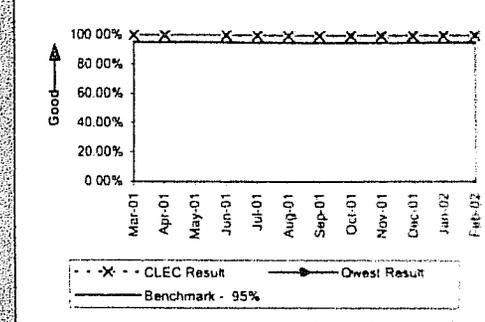
State	Cum EOY '99	Cum EOY '00	Cum EOY '01	Jan-02	Feb-02	INP	Cum YTD - 02
AZ	168,543	308,720	457,166	12,717	15,560	213	485,656
CO	130,490	253,708	501,878	12,244	9,605	214	523,941
IA	7,544	31,595	82,389	3,408	2,216	0	88,013
ID	2,311	9,422	30,894	1,222	552	54	32,722
MN	118,491	323,346	496,902	21,187	12,510	14	530,613
MT	0	7,511	18,508	1,598	774	6	20,886
ND	15	826	8,374	1,255	1,146	1	10,776
NE	39,203	83,142	136,142	6,045	5,046	0	147,233
NM	25,305	31,550	35,759	3,944	102	62	39,867
OR	35,077	80,206	141,086	6,254	3,665	0	151,005
SD	327	10,025	26,747	793	895	5	28,440
UT	49,738	112,362	184,853	6,215	7,331	1	198,400
WA	55,331	167,163	311,739	12,552	14,910	198	339,399
WY	0	0	3	0	0	0	3
RG	632,375	1,419,576	2,432,440	89,434	74,312	768	2,596,954

# CONTINUATION

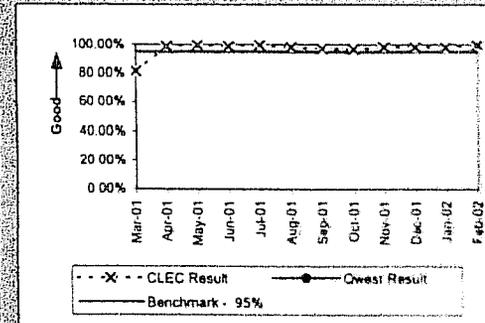
# [11]

Checklist #11 - Number Portability\*\*

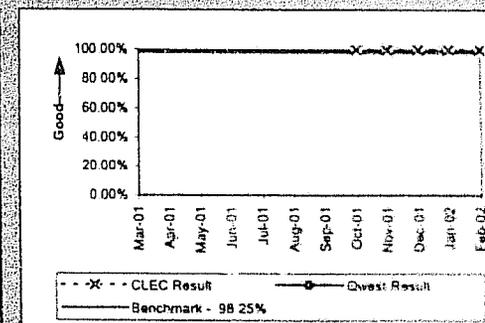
Number Portability Timeliness (Percent) (OP-8B)									
Month	Qwest Num	Qwest Den	CLEC Res	Std Dev	Qwest Num	Qwest Den	Qwest Res	Mod Z Scr	Parity Scr
Mar-01	50	50	100.00%	0.00%					
Apr-01	50	50	100.00%	0.00%					
May-01	34	34	100.00%	0.00%					
Jun-01	43	43	100.00%	0.00%					
Jul-01	38	38	100.00%	0.00%					
Aug-01	51	51	100.00%	0.00%					
Sep-01	35	35	100.00%	0.00%					
Oct-01	60	60	100.00%	0.00%					
Nov-01	54	54	100.00%	0.00%					
Dec-01	60	60	100.00%	0.00%					
Jan-02	65	65	100.00%	0.00%					
Feb-02	65	65	100.00%	0.00%					



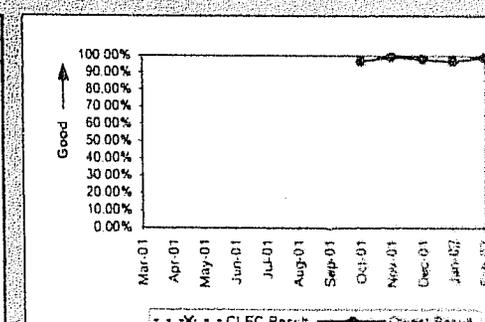
Percentage of ISP Orders Set Prior to the Frame Due Time (Percent) (OP-8C)									
Month	Qwest Num	Qwest Den	CLEC Res	Std Dev	Qwest Num	Qwest Den	Qwest Res	Mod Z Scr	Parity Scr
Mar-01	550	550	81.61%	38.74%					
Apr-01	1029	1029	98.94%	10.25%					
May-01	860	860	99.75%	4.99%					
Jun-01	841	841	99.05%	9.71%					
Jul-01	854	854	99.77%	4.83%					
Aug-01	628	628	98.32%	12.84%					
Sep-01	689	689	97.35%	15.35%					
Oct-01	534	534	98.84%	17.49%					
Nov-01	1064	1064	98.49%	12.10%					
Dec-01	330	330	98.31%	12.37%					
Jan-02	520	520	98.14%	13.49%					
Feb-02	524	524	99.44%	0.60%					



Percentage of Disconnects associated with LNP Orders (Percent) (OP-17)									
Month	Qwest Num	Qwest Den	CLEC Res	Std Dev	Qwest Num	Qwest Den	Qwest Res	Mod Z Scr	Parity Scr
Mar-01									
Apr-01									
May-01									
Jun-01									
Jul-01									
Aug-01	395	395	100.00%	0.00%					
Sep-01	474	474	100.00%	0.00%					
Oct-01	383	383	100.00%	0.00%					
Nov-01	467	467	100.00%	0.00%					
Dec-01	409	409	100.00%	0.00%					
Jan-02									
Feb-02									

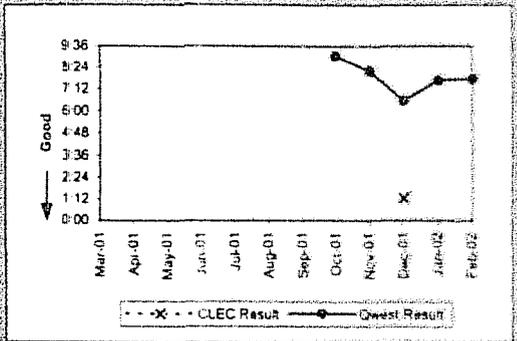


LNP Transfer Reports Cleared within 24 Hours (Percent) (MR-11)									
Month	Qwest Num	Qwest Den	CLEC Res	Std Dev	Qwest Num	Qwest Den	Qwest Res	Mod Z Scr	Parity Scr
Mar-01									
Apr-01									
May-01									
Jun-01									
Jul-01									
Aug-01									
Sep-01									
Oct-01									
Nov-01									
Dec-01									
Jan-02									
Feb-02									
Mar-02					205	212	96.70%		
Apr-02					265	267	99.25%		
May-02					265	271	97.79%		
Jun-02					229	237	96.62%		
Jul-02					222	224	99.11%		



Checklist #11 - Number Portability\*\*

Qwest Reports		CLEC Reports		Mean Time to Restore (Hours:Minutes) (MR-12)		Mod Z Scr	Party Scr
Year	Qwest Num	Qwest Den	Qwest Res	Qwest Num	Qwest Den	Qwest Res	Party Scr
2000	3958:24	443	9:02				
2001	4162:00	506	8:14				
2002	3321:53	504	6:35	-0.54	-1.33		
2003	4142:42	537	7:43				
2004	4008:04	515	7:47				



Inter-Service Provider LNP Operations Flows

1/4/99

[revised 2002-02-07]

Provisioning With Unconditional 10-Digit Trigger

Figure 3

Flow AA

<p>5. NPAC SMS records date and time in history file.</p>	<ul style="list-style-type: none"> <li>The NPAC SMS records the current date and time as the Activation Date and Time stamp, after all Local SMSs successfully acknowledged receipt of new subscription version.</li> </ul>
<p>6. NPAC SMS logs failures and non-responses and notifies the Old and New Service Providers of failures.</p>	<ul style="list-style-type: none"> <li>The NPAC SMS resends the activation to a Local SMS that did not acknowledge receipt of the request. The number of NPAC SMS attempts to resend is a tunable parameter for which the current default is three (3) attempts. Once this cycle is completed NPAC personnel investigate possible problems. In addition, the NPAC sends a notice via SOA interface to both the Old and New Service Providers with a list of Local SMSs that failed activation.</li> </ul>
<p>7. All Service Providers update routing databases (real time download).</p>	<ul style="list-style-type: none"> <li>This is an internal process and is performed in accordance with the Service Control Point (SCP) Applications and GTT Function for Number Portability requirements as defined by T1S1.6.</li> </ul>
<p>8. Old Service Provider removes appropriate translations.</p>	<ul style="list-style-type: none"> <li>After update of its databases, the old Service Provider removes translations associated with the ported TN. The removal of these translations (1.) will not be done until the old Service Provider has evidence that the port has occurred, or (2.) will not be scheduled earlier than 11:59 PM of the day after the due date, or (3.) will be scheduled for 11:59 PM on the due date, but can be changed by an LSR supplement received no later than 9:00 PM local time on the due date. This LSR supplement must be submitted in accordance with local practices governing LSR exchange, including such communications by telephone, fax, etc.</li> </ul>
<p>9. New Service Provider may verify completion.</p>	<ul style="list-style-type: none"> <li>The New Service Provider may make test calls to verify that calls to ported numbers complete as expected.</li> </ul>
<p>10. END</p>	



November 20, 2001

Mr. Gary Baker  
Mr. Bruce Johnson-Miller  
CLEC Communications

The issue is in response to CLEC Change Request PCCR090401-4, dated September 4<sup>th</sup>, 2001, title of change: Clarify Qwest's process on completing LSR's day after due date. This Change Request pertains to the implementation of the new LNP process involving stand alone LNP port out service order requests.

Description of Change as noted in CR: QWEST notified CLEC community LSRS would complete orders by after a 11:59 pm of local date to coincide with disconnects in switch. Qwest escalation center is noting that orders are not closing as early as 3pm with the possibility of closing even sooner with disconnect as follows: Interconnect has stated that if Qwest determines that there is a large volume of orders to close, they can decide a weekend time to start the process. AT&T would like to understand why this time frame happens if the closing of these orders causes the disconnect in the switch to shift to an earlier time. ASMS is requesting a flow chart or documentation explaining and listing the backend systems for this process.

Implementation of the Qwest business process change was included in the IMA 8.0 release and was deployed effective August 20<sup>th</sup>, 2001.

The change is as stated: The ten (10) digit unconditional trigger and switch translations associated with the end user customer's telephone number will not be removed, nor will Qwest disconnect the customer's billing and account information, until 11:59p.m. (local time) of the next business day after the due date. Current Qwest systems have been adjusted to accommodate this process change.

- Order completion and disconnect of translation's will not occur prior to 11:59 p.m. the next business day following the due date.
- The subscription date to ASMS is sent to match the CLEC requested due date as available per the standard interval guide.
- The TRF is sent and matches the ASMS subscription date requested by the CLEC as available per the standard interval guide.
- An additional billing date to discontinue account billing is added to the order to match the actual port subscription date as requested by the CLEC and as available per the standard interval guide.
- Additional notification and a reminder of this current process was sent to the Interconnect Center's through an internal communicator dated 10/29/01. The title was "Qwest response to Clec questions regarding the current LNP Port Out process of holding switch translations and order completion until the next business day at 11:59pm."
- The process agreement is as stated: The ten (10) digit unconditional trigger and switch translations associated with the end user customer's telephone number will not be removed, nor will Qwest

disconnect the customer's billing and account information, until 11:30pm (local time) of the next business day after the due date.

**For due date changes or cancellation's on existing LSR's the following process should be followed:**

#### **Due Date Changes**

- You must notify Qwest via LSR supplement or notification to the ISC if you require a DD change for your port activity
- Notifications of DD changes via a LSR supplement should be made as soon as possible on the DD and prior to 8:00 PM Mountain Time.
- Late notification of DD changes will require that you call the ISC prior to 12:00 noon on the day after the DD (in the end-users' time zone) and issue a LSR supplement via IMA or IIS to confirm the request. If the port due date falls on a Saturday, the CLEC should notify the ISC no later than the following Monday by noon of the DD change.
- Late DD change notifications after 12:00 noon the day after the DD, will require you to contact the Call Center Representative at 888-796-9087 to initiate an escalation order for these late changes. The CLEC should also issue a LSR supplement via IMA or IIS to confirm the request. The CLEC should also issue a LSR supplement via IMA or IIS to confirm the request.

#### **Cancels**

- You must notify Qwest via LSR supplement or notification to the ISC if you require a cancel of the port activity.
- Notifications of DD cancels via a LSR supplement should be made as soon as possible on the DD and prior to 8:00 PM Mountain Time.
- Late notification of DD cancels will require that you call the ISC prior to 12:00 noon on the day after the DD (in the end-users' time zone) and issue a LSR supplement via IMA or IIS to confirm the request. If the port due date falls on a Saturday, the CLEC should notify Qwest no later than the following Monday by noon of the cancellation.
- Late cancel notifications after 12:00 noon the day after the DD will require you to contact the Call Center Representative at 888-796-9087 to initiate an escalation order for these late requests. The CLEC should also issue a LSR supplement via IMA or IIS to confirm the request.

Qwest Interconnect Service Center hours of operation to support the functions described above are:  
6 AM to 8 PM Mountain Time, Monday-Friday  
7 AM to 5 PM Mountain Time on Saturday

With the implementation of this new process, the CLEC is still responsible for notifying Qwest if they are unable to meet their requested port due date. Service order completion and disconnection of service translation's are not scheduled to occur anytime prior to the 11:30 p.m. time frame the next business day following the due date. However, the port subscription message was sent for the normal CLEC disconnect due date and changes or cancellation's must occur as outlined above or as noted in the supplement information listed in the Product catalog.

Sincerely,

Joan Wel's  
Process Manager Local Number Portability

CC:  
Margaret Bumgarner  
Lorna Dubose  
Constance Overly  
Kate Spry

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 TO 010

QWEST CORPORATION'S

AFFIDAVIT

OF

MARGARET S. BUNGLARNER

CHECKLIST ITEM 12 - DIALING PARTY

October 24, 2001

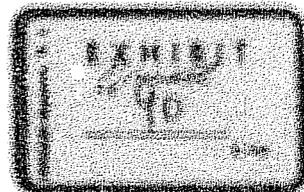


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**AFFIDAVIT**

**OF**

**MARGARET S. BUMGARNER**

**Checklist Item 12 – Dialing Parity**

Margaret S. Bumgarner states as follows:

My name is Margaret S. Bumgarner. My business address is 1600 Seventh Avenue, Seattle, Washington, 98191. I am a Director in the Policy and Law organization at Qwest Corporation ("Qwest"). I submit this affidavit in support of Qwest's application for authority to provide interLATA services originating in South Dakota. Specifically, this affidavit demonstrates Qwest's compliance with Checklist Item 12, local dialing parity, of the Telecommunications Act of 1996 ("1996 Act" or "Act").<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 kept by Qwest in the regular course of business.<sup>2</sup>

**I. EXECUTIVE SUMMARY**

As demonstrated in this affidavit, Qwest satisfies the requirements of Sections 271(c)(2)(B)(xii) and 251(b)(3) of the 1996 Act regarding dialing parity. Specifically, Qwest provides dialing parity to competitive providers of telephone exchange service and telephone toll service. Qwest does not discriminate against competitive local

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

1 exchange carriers ("CLECs") with respect to the number of digits dialed, post-dialing  
2 delays, or quality of service. Qwest has concrete and specific legal obligations to  
3 provide dialing parity pursuant to its Statement of Generally Available Terms and  
4 Conditions ("SGAT") and its Commission-approved interconnection agreements.

5 Customers of competing carriers dial the same number of digits that Qwest's  
6 customers dial to complete any given type of call. Specifically, both CLEC and Qwest  
7 customers dial the same number of digits without any access codes for local and toll  
8 telephone calls and to access operator and directory assistance services.

9 Qwest also provides CLECs with the same quality of service that Qwest provides  
10 to its own end users with no additional post-dialing delays. This is so, first, because  
11 Qwest does not impose any requirement or technical constraint that would cause CLEC  
12 customers to experience longer post-dialing delays or inferior quality of service.  
13 Second, the design of Qwest's systems and processes ensures the equal treatment of  
14 all end user calls. The processing of calls in Qwest central offices is the same for both  
15 CLEC and Qwest customers. Qwest's network does not distinguish between calls from  
16 CLEC end users and calls from Qwest end users.

17 Qwest has participated in Section 271 collaborative workshops addressing  
18 Checklist Item 12 in Arizona, Colorado, Oregon, Washington and in the Multi-State  
19 proceeding involving state commissions from Idaho, Iowa, Montana, New Mexico, North  
20 Dakota, Utah, and Wyoming. During these workshops, Qwest agreed to several

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<sup>2</sup> Professional experience, education and other biographical information are set forth in Exhibit MSB-DIAL-1.

1 modifications to its SGAT to accommodate CLECs' competitive concerns. All of these  
2 modifications have been included in the South Dakota SGAT. In the Multi-State Paper  
3 Workshop Final Report the workshop Facilitator states that "there are no unresolved  
4 issues concerning this checklist item."<sup>3</sup>

5 For these reasons, Qwest provides dialing parity in compliance with the 1996 Act  
6 and the FCC's rules. The South Dakota Commission should find that Qwest satisfies  
7 the requirements of Checklist Item 12.

8 **II. QWEST PROVIDES DIALING PARITY IN COMPLIANCE WITH THE 1996 ACT**  
9 **AND THE FCC'S RULES IN SOUTH DAKOTA.**

10 Section 271(c)(2)(B)(xii) of the 1996 Act requires a Bell Operating Company  
11 ("BOC") to provide "[n]ondiscriminatory access to such services or information as are  
12 necessary to allow the requesting carrier to implement local dialing parity in accordance  
13 with the requirements of section 251(b)(3)."<sup>4</sup> Section 251(b)(3) imposes upon all local

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<sup>3</sup> Paper Workshop Final Report at 8 (Multi-State Workshop Mar. 19, 2001).

<sup>4</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, ¶ 373 (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 No. 99-295, FCC 99-404, 15 FCC Rcd 3953, ¶ 372 (rel. Dec. 22, 1999) ("Bell Atlantic New York Order"). Based on the FCC's view that section 251(b)(3) does not limit the duty to provide dialing parity to any particular form of dialing parity (i.e., international, interstate, intrastate, or local), the FCC adopted rules in August 1996 to implement broad guidelines and minimum nationwide standards for dialing parity. SBC Texas 271 Order, ¶ 373, n.1040, citing implementation of the Local

1 exchange carriers ("LECs") "[t]he duty to provide dialing parity to competing providers of  
2 telephone exchange service and telephone toll service with no unreasonable dialing  
3 delays."<sup>5</sup> Section 153(15) of the Act defines "dialing parity" as follows:

4 . . . a person that is not an affiliate of a local exchange  
5 carrier is able to provide telecommunications services in  
6 such a manner that customers have the ability to route  
7 automatically, without the use of any access code, their  
8 telecommunications to the telecommunications services  
9 provider of the customer's designation . . . .<sup>6</sup>  
10

11 Qwest has concrete and specific legal obligations to make local dialing parity  
12 available. Qwest provides dialing parity pursuant to Section 14 of its SGAT and its  
13 Commission-approved interconnection agreements. Qwest's SGAT has been updated  
14 as the result of consensus reached in collaborative workshop processes, conducted on

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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, 95-185 and 92-237, FCC 96-333, 11 FCC Rcd 19392, ¶ 25 (rel. Aug. 8, 1996) ("Local Competition/Area Code Relief Second Report and Order"); 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, First Order On Reconsideration, CC Docket No. 96-98, 95-185 and 92-237, FCC-99-170, 14 FCC Rcd 16559 (rel. July 19, 1999) ("Local Competition/Area Code Relief First Order on Reconsideration").

<sup>5</sup> SBC Texas Order, ¶ 373; Bell Atlantic New York Order, ¶ 372, *citing* 47 U.S.C. § 251(b)(3).

<sup>6</sup> 47 U.S.C. § 153(15).

1 an open basis with full, active, and equal participation by competitors and state  
2 commission staffs. Specifically, Qwest's SGAT has been updated with the input of  
3 competitors and commission staffs through collaborative Section 271 workshops in  
4 Arizona, Colorado, Oregon, Washington, and the seven-state joint Section 271  
5 workshops involving Idaho, Iowa, Montana, New Mexico, North Dakota, Utah, and  
6 Wyoming.

7 With respect to intraLATA toll dialing parity (1+ equal access dialing), the South  
8 Dakota Commission ordered the implementation of the FCC's dialing parity rules for  
9 intraLATA toll calls by July 22, 1999.<sup>7</sup> In accordance with this order, Qwest completed  
10 the implementation of toll dialing parity for intraLATA toll calls pursuant to a  
11 Commission-approved plan in South Dakota on July 22, 1999.<sup>8</sup> Qwest implemented  
12 intraLATA toll dialing parity in all of its switches in South Dakota using the "full 2-PIC"  
13 subscription method for intra- and interLATA presubscribed carriers. All of Qwest's  
14 switches in South Dakota, therefore, provide local and toll dialing parity to competitors.

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<sup>7</sup> South Dakota Commission order in Docket No. TC99-030, In the Matter of the FCC Order Establishing New Deadlines for Implementation of IntraLATA Dialing Parity by Local Exchange Carriers, issued June 22, 1999.

<sup>8</sup> The FCC granted Qwest's (formerly U S WEST) Petition for Waiver in Implementation of the Local Competition Provisions of the Telecommunications Act of 1996; Petition of U S WEST Communications, Inc. for Waiver of Dialing Parity Dates Established in March 23, 1999, Dialing Parity Order, CC Docket No. 96-98, NSD File No. 98-L-121, 1999 FCC LEXIS 4863, (rel. Oct. 1, 1999 ("Dialing Parity Order")). The FCC allowed Qwest to delay implementing intraLATA toll dialing parity in 3 central offices until November 30, 1999. Qwest actually completed implementation in these 3 central offices October 18, 1999.

1           **A. CLEC Customers Dial the Same Number of Digits that Qwest**  
2           **Customers Dial to Complete Telephone Calls.**

3           Under the FCC's rules implementing the dialing parity requirements of Section  
4 251(b)(3) of the Act, customers of competing carriers must be able to dial the same  
5 number of digits as the BOC's customers dial to complete a local telephone call.<sup>9</sup>  
6 Consistent with these rules, there are no differences in the number of digits that Qwest  
7 or CLEC customers must dial to complete any given type of call, regardless of the  
8 identity of the service provider of either the calling party or the called party. Qwest does  
9 not impose any requirement or technical constraint that requires CLEC customers to  
10 dial access codes or a greater number of digits than Qwest customers dial to complete  
11 the same type of call. From a customer's perspective, the interconnection of Qwest's  
12 network and the networks of CLECs is seamless.

13           CLEC and Qwest customers dial the same number of digits without any access  
14 codes, and can use the same dialing patterns, to place calls to a Qwest customer, a  
15 CLEC customer, directory assistance, or operator services. Moreover, Qwest provides  
16 dialing parity for access to operator and directory assistance services not only when  
17 Qwest provides those services for a CLEC, but also when a CLEC uses customized  
18 routing to provide operator and directory assistance services itself or by using a third  
19 party provider.<sup>10</sup>

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<sup>9</sup> SBC Texas Order, ¶ 374; Bell Atlantic New York Order, ¶ 373, *citing* 47 C.F.R. §§ 51.205, 51.207.

<sup>10</sup> Customized routing is available in SGAT § 9.12.

1           **B. Qwest Does Not Discriminate Against CLECs With Respect to Post-**  
2           **Dialing Delays or Quality of Service.**

3           The FCC's rules implementing the dialing parity requirements of Section  
4 251(b)(3) of the Act also state that customers of competing carriers must not suffer  
5 inferior quality of service, such as unreasonable dialing delays, as compared to the  
6 BOC's customers.<sup>11</sup> Consistent with these rules, Qwest provides CLEC end users with  
7 the same quality of service that Qwest provides to its own end users with no additional  
8 post-dialing delays. This is so, first, because Qwest does not impose any requirement  
9 or technical constraint that would cause CLEC customers to experience longer post-  
10 dialing delays or inferior quality service.

11           Second, the design of Qwest's systems and processes ensures equal treatment  
12 of all end user calls. The processing of calls in Qwest's central offices is the same for  
13 both CLEC and Qwest customers. Calls from all types of service providers, including  
14 Qwest, are intermingled on Qwest's switching facilities. Calls from CLEC end users to a  
15 central office are processed in accordance with the same technical requirements and  
16 standards as calls from Qwest end users.<sup>12</sup> Dialed digits transmitted or received by  
17 Qwest's switches utilize the same translations and routing tables for completing a call.

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<sup>11</sup> 47 C.F.R. § 51.207 (requiring same number of digits to be dialed) and Local Competition/Area Code Relief Second Report and Order, ¶¶ 4-15. The FCC also has stated that local dialing parity is achieved through the implementation of interconnection, number portability, and nondiscriminatory access to telephone numbering under Section 251 of the 1996 Act. Local Competition/Area Code Relief Second Report and Order, ¶ 71. Qwest demonstrates its compliance with these requirements in other affidavits submitted with the instant application.

<sup>12</sup> Telcordia's Technical Requirements LSSGR TR-NWT-000505 Call Processing and Special Report SR-TSV-002275, BOC Notes on the LEC Networks.

1 regardless of whether the call originates on Qwest's network or a CLEC's network.  
2 Qwest's switches cannot distinguish between calls from CLEC end users and calls from  
3 Qwest end users.<sup>13</sup> The design of Qwest's network, therefore, ensures that all  
4 customers receive the same dialing intervals and quality of service, regardless of who  
5 the customer's service provider may be. As a result, participants in the Regional  
6 Oversight Committee ("ROC") collaborative workshops developing performance metrics  
7 and OSS testing requirements determined that performance metrics and testing are not  
8 necessary for this Checklist Item. The FCC has also determined that performance  
9 measures are not necessary for this Checklist Item.<sup>14</sup>

### 10 III. RESOLUTION OF ISSUES IN THE MULTI-STATE WORKSHOPS

11 Qwest has participated in Section 271 collaborative workshops addressing  
12 Checklist Item 12 in Arizona, Colorado, Oregon, Washington and in the Multi-State  
13 proceeding involving state commissions from Idaho, Iowa, Montana, New Mexico, North  
14 Dakota, Utah, and Wyoming. The Multi-State 271 workshop for this Checklist Item was  
15 conducted as a "paper" workshop. CLECs, other interested parties, and commission  
16 staffs participated in the paper workshop. The interested parties and Qwest filed  
17 testimony regarding Qwest's compliance with Checklist Item 12. In the Multi-State  
18 Paper Workshop Final Report the workshop facilitator states that "... the FCC  
19 determined that performance measures are unnecessary for this checklist item, and

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<sup>13</sup> Indeed, to discriminate against CLECs in this area, Qwest would have to make costly and difficult modifications to its network that would require the cooperation of third party vendors and be readily apparent to network users and observers.

1 therefore, the ROC has not established any for it. Therefore, there are no unresolved  
2 issues concerning this checklist item.”<sup>15</sup> In addition, other states have reached a similar  
3 conclusion that Qwest satisfies the requirements for Checklist Item 12.<sup>16</sup> Thus far,  
4 every state commission to consider Qwest’s compliance with Checklist Item 12 has  
5 found that Qwest complies with this Checklist Item.

6 **IV. SUMMARY AND CONCLUSION**

7 Qwest satisfies the requirements of Section 271(c)(2)(B)(xii) of the Act regarding  
8 dialing parity. All customers – regardless of whether local service is provided by a  
9 CLEC or Qwest – are able to dial the same number of digits to originate local calls, with  
10 the same quality of service. There are specific legal commitments in the SGAT and  
11 other Commission-approved interconnection agreements making local dialing parity

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14 Local Competition/Area Code Relief Second Report and Order, ¶ 162.

15 Paper Workshop Final Report at 8 (Multi-State Workshop Mar. 19, 2001).

16 *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 13 (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 14 (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-000000A-97-0238, Decision No. 62344, Findings of Fact, (A.C.C. March 6, 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 44-45 (NE PSC Apr. 9, 1999).

- 1 available to CLECs. Therefore, the South Dakota Commission should find that Qwest
- 2 satisfies Checklist Item 12.
- 3

Being first duly sworn upon oath, 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 15th day of October, 2001.

Margaret S. Bumgarner  
Margaret S. Bumgarner

STATE OF WASHINGTON

COUNTY OF KING

Subscribed and sworn to before me this 15th day of October, 2001.

Elizabeth M. Weber  
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  
MARGARET S. BUMGARNER  
CHECKLIST ITEM 12 - DIALING PARITY

October 24, 2001

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DESCRIPTION

EXHIBIT

Witness Qualifications ..... MSB-DIAL-1



1 knowledge, and information available to me in the normal course of my duties, including  
2 records kept by Qwest in the regular course of business. Specifically, my experience  
3 has allowed me to develop an expertise in several Section 271 checklist areas such that  
4 I have testified in the Section 271 workshops in Arizona, Colorado, Oregon,  
5 Washington, and the joint seven-state ("Multi-State") workshops involving Idaho, Iowa,  
6 Montana, New Mexico, North Dakota, Utah, and Wyoming. I also participated in the  
7 Section 271 proceedings in Nebraska.

8 Through my testimony in the Section 271 workshops, I have directly participated  
9 in the development and evolution of the terms and conditions of Qwest's Statement of  
10 Generally Available Terms and Conditions ("SGAT"). These workshops and  
11 proceedings were part of a collaborative process, conducted on an open basis with the  
12 full, active, and equal participation by CLECs and state commission staffs. A significant  
13 part of this process has involved responding to issues and concerns raised by  
14 competitive local exchange carriers ("CLECs") and revising the SGAT when possible to  
15 address their needs. I have also been responsible for ensuring that the resolution of  
16 issues raised by CLECs have been integrated into the documentation of Qwest's  
17 processes, methods and procedures provided to CLECs, that apply in each state of  
18 Qwest's 14-state region.

BEFORE THE  
PUBLIC UTILITIES COMMISSION  
STATE OF SOUTH DAKOTA

IN THE MATTER OF THE INVESTIGATION ) DOCKET TC 01-155  
INTO QWEST CORPORATION'S )  
COMPLIANCE WITH SECTION 271 ( C ) OF THE )  
TELECOMMUNICATIONS ACT OF 1996 )

REBUTTAL AFFIDAVIT

OF

MARGARET S. BUMGARNER

ON BEHALF OF

QWEST CORPORATION

CHECKLIST ITEM 12 - DIALING PARITY

April 2, 2002





**REBUTTAL AFFIDAVIT**  
**OF**  
**MARGARET S. BUMGARNER**  
**Checklist Item 12 – Dialing Parity**

Margaret S. Bumgarner states as follows:

My name is Margaret S. Bumgarner. My business address is 1600 Seventh Avenue, Seattle, Washington, 98191. I am a Director in the Policy and Law organization at Qwest Corporation ("Qwest"). I submit this rebuttal affidavit in support of Qwest's application for authority to provide interLATA services originating in South Dakota.

I filed an affidavit October 24, 2001, regarding Qwest's compliance with Checklist Item 12 of Section 271 of the Telecommunications Act of 1996 ("1996 Act" or "Act") concerning dialing parity.<sup>1</sup>

In this rebuttal affidavit, I respond to testimony filed by the only party commenting on Checklist Item 12: Dr. Marlon Griffing on behalf of the staff of the Public Utilities Commission ("PUC") of South Dakota.

**I. EXECUTIVE SUMMARY**

Qwest satisfies the requirements of Sections 271(c)(2)(B)(xii) and 251(b)(3) of the 1996 Act regarding dialing parity. Qwest provides dialing parity to competitive providers of telephone exchange service and telephone toll service. Qwest does not

discriminate against competitive local exchange carriers ("CLECs") with respect to the number of digits dialed, post-dialing delays, or quality of service. Customers of competing carriers dial the same number of digits that Qwest's customers dial to complete any given type of call. Specifically, both CLEC and Qwest customers dial the same number of digits without any access codes for local and toll telephone calls and to access operator and directory assistance services. Qwest has concrete and specific legal obligations to provide dialing parity pursuant to its Statement of Generally Available Terms and Conditions ("SGAT"), the KMC Telecom V. Inc. ("KMC") interconnection agreement,<sup>2</sup> and its other Commission-approved interconnection agreements in South Dakota.

There were no comments disputing Qwest's compliance with this checklist item. Indeed, the only comments filed concur that Qwest complies with this checklist item. Therefore, the South Dakota Commission should find that Qwest satisfies the requirements for Checklist Item 12.

**II. THE PUC STAFF AGREES THAT QWEST COMPLIES WITH THE FCC'S REQUIREMENTS FOR CHECKLIST ITEM 12 DIALING PARITY.**

Dr. Griffing, on behalf of the staff for the PUC, was the only party to file testimony regarding Qwest's compliance with Checklist Item 12. Dr. Griffing did not raise any issues regarding Qwest's compliance with this checklist item and concludes that he

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

<sup>2</sup> The interconnection agreement between Qwest and KMC Telecom is attached to the rebuttal affidavit of Larry B. Brotherson as Exhibit LBB-GTC-1.

agrees with the Multi-State Facilitator's report that there are no disputed issues for Checklist Item 12 dialing parity.<sup>3</sup>

**III. QWEST SATISFIES THE FCC'S AND 1996 ACT'S REQUIREMENTS FOR CHECKLIST ITEM 12 DIALING PARITY.**

As demonstrated in my affidavit filed October 24, 2001, Qwest provides nondiscriminatory access to such services or information as are necessary to allow the requesting carrier to implement local dialing parity in accordance with the requirements of section 251(b)(3).

Qwest has concrete and specific legal obligations to make local dialing parity available. Qwest provides dialing parity pursuant to Section 14 of its SGAT, Section 14 of the KMC Telecom V, Inc. interconnection agreement,<sup>4</sup> and Qwest's various other Commission-approved interconnection agreements.

Under the FCC's rules implementing the dialing parity requirements of Section 251(b)(3) of the Act, customers of competing carriers must be able to dial the same number of digits as the BOC's customers dial to complete a local telephone call.<sup>5</sup> Consistent with these rules, there are no differences in the number of digits that Qwest or CLEC customers must dial to complete any given type of call, regardless of the identity of the service provider of either the calling party or the called party. Qwest does

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<sup>3</sup> Griffing at 21.

<sup>4</sup> The interconnection agreement between Qwest and KMC Telecom is attached to the rebuttal affidavit of Larry B. Brotherson as Exhibit LBB-GTC-1.

<sup>5</sup> SBC Texas Order, ¶ 374; Bell Atlantic New York Order, ¶ 373, *citing* 47 C.F.R. §§ 51.205, 51.207.

not impose any requirement or technical constraint that requires CLEC customers to dial access codes or a greater number of digits than Qwest customers dial to complete the same type of call.

With respect to intraLATA toll dialing parity (1+ equal access dialing), the South Dakota Commission ordered the implementation of the FCC's dialing parity rules for intraLATA toll calls by July 22, 1999.<sup>6</sup> In accordance with this order, Qwest completed the implementation of toll dialing parity in all of its switches in South Dakota on July 22, 1999 using the "full 2-PIC" subscription method for intra- and interLATA presubscribed carriers.<sup>7</sup> All of Qwest's switches in South Dakota, therefore, provide local and toll dialing parity to competitors.

The FCC's rules implementing the dialing parity requirements of Section 251(b)(3) of the Act also state that customers of competing carriers must not suffer inferior quality of service, such as unreasonable dialing delays, as compared to the BOC's customers.<sup>8</sup> Qwest provides CLEC end users with the same quality of service

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<sup>6</sup> South Dakota Commission order in Docket No. TC99-030, In the Matter of the FCC Order Establishing New Deadlines for Implementation of IntraLATA Dialing Parity by Local Exchange Carriers, issued June 22, 1999.

<sup>7</sup> Petition for Waiver in Implementation of the Local Competition Provisions of the Telecommunications Act of 1996; Petition of U S WEST Communications, Inc. for Waiver of Dialing Parity Dates Established in March 23, 1999, Dialing Parity Order, CC Docket No. 96-98, NSD File No. 98-L-121, 1999 FCC LEXIS 4863; (rel. Oct. 1, 1999 ("Dialing Parity Order"). The FCC allowed Qwest to delay implementing intraLATA toll dialing parity in three central offices until November 30, 1999. Qwest actually completed implementation in these three central offices October 18, 1999.

<sup>8</sup> 47 C.F.R. § 51.207

that Qwest provides to its own end users with no additional post-dialing delays. Qwest does not impose any requirement or technical constraint that would cause CLEC customers to experience longer post-dialing delays or inferior quality service.

The processing of calls in Qwest's central offices is the same for both CLEC and Qwest customers. Calls from all types of service providers, including Qwest, are intermingled on Qwest's switching facilities and are processed in accordance with the same technical requirements and standards. The participants in the Regional Oversight Committee ("ROC") collaborative workshops developing performance metrics and OSS testing requirements determined that performance metrics and testing are not necessary for this Checklist Item. The FCC has also determined that performance measures are not necessary for this Checklist Item.<sup>9</sup>

#### IV. SUMMARY AND CONCLUSION

Qwest satisfies the requirements of Section 271(c)(2)(B)(xii) of the Act regarding dialing parity. All customers -- regardless of whether local service is provided by a CLEC or Qwest -- are able to dial the same number of digits to originate local calls, with the same quality of service. There are specific legal commitments in the SGAT and other Commission-approved interconnection agreements making local dialing parity available to CLECs. No party raised any issue regarding Qwest's compliance with the requirements for dialing parity. Therefore, the South Dakota Commission should find that Qwest satisfies Checklist Item 12.

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<sup>9</sup> Local Competition/Area Code Relief Second Report and Order, ¶ 162.