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BEFORE THE ARIZONA CORPORATION COMMISSION

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

Docket No. T-00000A-97-0238

**QWEST CORPORATION'S
APPLICATION FOR WAIVER FROM
INDEPENDENT AUDIT
REQUIREMENT OF DECISION NO.
64836**

Qwest Corporation ("Qwest" or "Company") submits this Application for Waiver from the Independent Audit Requirement of Decision No. 64836 ("Order") in the above-captioned matters. Qwest respectfully requests that the Arizona Corporation Commission ("Commission") grant a waiver from that provision in its Order requiring an independent third-party audit ("LoopQual Audit") of competitive local exchange carriers' ("CLEC") access to Qwest's loop qualification data - eighteen months after final approval of Qwest's Section 271 application.

I. BACKGROUND

On May 21, 2002, the Commission issued an order directing Qwest to undergo an independent third-party examination of the Company's records, back office systems and databases ("LoopQual Audit") in Arizona eighteen months after final approval of Qwest's Section 271 application. The purpose of the LoopQual Audit, the Commission reasoned, is to "provide an important check on whether Qwest's systems are working" as these systems relate to non-discriminatory CLEC access to loop qualification data. *Order* at 15.

1 Qwest was also ordered to revise its SGAT consistent with this requirement, and to
2 include a description of all the options available to CLECs for obtaining loop qualification
3 information.¹ In response to the Order, Qwest revised Sections 9.2.2.8 of its SGAT on
4 May 31, 2002.

5 The Company's Section 271 application was approved by the Federal
6 Communications Commission on December 3, 2003. The LoopQual Audit is therefore
7 scheduled to commence on or around June 3, 2005. However, during the ensuing months
8 since Qwest first received Section 271 approval, the Company has been providing loop
9 qualification data to CLECs, pursuant to applicable SGAT provisions, in a manner that
10 confirms Qwest's system is indeed working. As a result, the LoopQual Audit is
11 unnecessary because the issues surrounding non-discriminatory CLEC access to Qwest's
12 loop qualification data have been resolved.

13 II. DISCUSSION

14 Currently, Qwest's SGAT² provides CLECs with all options available to CLECs
15 for access to the Company's loop qualification data, including a manual process for
16 research and verification purposes. This process complies with Staff's earlier
17 recommendations, wherein Staff also opined "with its [Qwest] offer to implement a
18 manual process for researching loop qualification data, and with modifying its SGAT to
19 include all options, Qwest will meet its obligation regarding access." *Order* at 14. As
20 predicted by Staff, the current system has proved successful in ensuring that Qwest is
21 meeting its obligation regarding access, and the Company asserts that the LoopQual Audit
22 is unnecessary because: 1) CLECs are successfully accessing Qwest's loop qualification
23 data on a non-discriminatory basis, as evidenced by the lack of audit requests for loop
24 qualification tools; 2) the number of manual requests for loop make-up in Arizona are
25 miniscule, and rarely result in a need for Qwest to update its loop qualification database;
26 and 3) earlier CLEC speculation about missing loop qualification data has not

27 ¹ Decision No. 64836 deals specifically with Checklist Item No. 4 of Qwest's compliance with Section
28 271(c) of the Federal Telecommunications Act of 1996.

² The most current version of Qwest's SGAT is dated August 29, 2003, Fourteenth Revision.

1 materialized.

2 **A. The Evidence Confirms that CLECs are Successfully Accessing Qwest's**
3 **Loop Qualification Data on a Non-Discriminatory Basis.**

4 CLECs are making approximately 10,000 Raw Loop Data ("RLD") queries per
5 month throughout Qwest's fourteen (14) state region via Interconnect Mediated Access
6 ("IMA"). In addition, although they have been able to request audits of loop qualification
7 tools pursuant to individual interconnection agreements, CLECs have not been given a
8 reason to do so. Section 9.2.2.8 of Qwest's SGAT has been tailored to ensure that the
9 Company continues to provide CLECs with access to all of the detailed information, for
10 any particular loop, available to any Qwest (or Qwest affiliate) employee. Section 18
11 [Audit Process] sets forth procedures related to audit requests. See SGAT at Sections
12 9.2.2.8 and 18, attached hereto as Exhibit 1.

13 Qwest's SGAT includes all options available to CLECs that are functionally
14 equivalent to those offered by Verizon Communications and Southwestern Bell, including
15 access to actual loop make-up information, access to theoretical or design loop make-up
16 information, or the ability to request a manual search of paper records to determine actual
17 loop information in a timely manner. *Id.* Coupled with the option to make manual
18 requests if necessary, CLECs currently access Qwest's loop qualification data in Arizona
19 through the IMA without incident, and with little need for manual research or verification.

20 **B. The Number of Manual Requests for Loop Make-Up in Arizona is**
21 **Miniscule, and Rarely Result in a Need for Qwest to Update its Loop**
22 **Qualification Database.**

23 There were fifteen (15) CLEC requests for manual Loop Make-Up ("LMU") in
24 Arizona during 2004. All 15 requests were made by two CLECs, which account for the
25 vast majority of manual requests across Qwest's 14-state region. Possible reasons for a
26 manual LMU request include; 1) the requestor has not checked the RLD for the LMU; 2)
27 the requestor is checking the RLD but wants to validate results using the manual process;
28 3) the requestor selects the "Request by Working Telephone Number" option and enters a
non-working telephone number; 4) the data returned is incomplete or missing, or 5) the

1 address is not found in the RLD due to an incorrect or incomplete address (e.g., the street
2 direction, prefix or suffix is missing or incorrect).

3 The Company's Database Administration Group estimates that when a manual
4 request is made, approximately ninety-five percent (95%) of the time the correct LMU
5 already exists in the RLD, but the address is not an exact match with the address for the
6 LMU. The LoopQual Audit is expected to yield the same empirical data results, and
7 lead to the same conclusion that Qwest is currently meeting its obligations for non-
8 discriminatory CLEC access to the Company's loop qualification data.

9 **C. Earlier CLEC Speculation About Missing Loop Qualification Data has**
10 **Not Materialized.**

11 During workshops leading up to the Order, AT&T Communications of the
12 Mountain States, Inc. ("AT&T") claimed that it needed access to loop and loop plant
13 information in order to judge at the pre-ordering state whether a requested end-user loop is
14 capable of supporting any advanced services it intends to install. *Order* at 9. AT&T
15 claimed that it was experiencing difficulty in obtaining this information.

16 Since the workshops, Qwest has made significant changes to its Loop Qualification
17 and RLD Tools, and CLECs currently can access LMU information for all categories of
18 Qwest working telephone numbers. These enhanced tools also provide CLECs access to
19 information regarding spare facilities and working unbundled loops assigned to CLECs.
20 Furthermore, Covad Communications Company, another CLEC, has previously testified
21 that it "has never stated in any testimony or brief that the categories of information
22 provided by the RDLT are insufficient for it to determine whether a loop meets Covad's
23 technical needs." *See Covad Communications Company's Response to Qwest*
24 *Corporation's Motion to Compel Responses and Production of Evidence* at P. 8, dated
25 July 24, 2002.³ Simply put, neither AT&T nor Covad Communications Company have
26 been experiencing difficulty in obtaining loop qualification data in Arizona from Qwest.

27 _____
28 ³ Before the Minnesota Public Utilities Commission - In the Matter of a Commission Investigation into
Qwest Corporation's Compliance With Section 271(c)(2)(b) of the Telecommunications Act of 1996 -
PUC Docket No. P-421/C1-01-1371; OAH Docket No. 7-2500-14486-2.

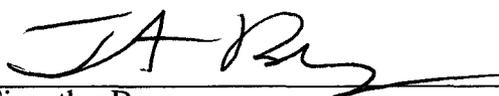
1 Had this been the case, the Commission would certainly have heard such complaints from
2 CLECs through formal filings in this matter. Since earlier speculation about missing loop
3 qualification data has not materialized, the LoopQual Audit is unnecessary to ensure that
4 Qwest is meeting its obligation of non-discriminatory access to this type of information.

5 **III. CONCLUSION**

6 The need to "check" whether Qwest's systems are working to provide CLECs non-
7 discriminatory access to the Company's loop qualification data has, in large part,
8 disappeared. Qwest's current SGAT provides for processes that Staff earlier recognized
9 allows the Company to meet its obligations regarding access. More importantly, since
10 Qwest first received approval of its Section 271 application in December 2003, the
11 Arizona system has performed in a manner resulting in very few requests for a manual
12 research of LMU data. As a result, Qwest believes that granting the Company a waiver of
13 the LoopQual Audit requirement in Decision No. 64836 is in the public interest.

14 RESPECTFULLY SUBMITTED this 29th day of March, 2005.

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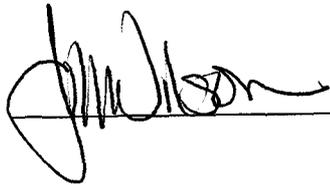
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EXHIBIT

1

**STATEMENT OF GENERALLY AVAILABLE
TERMS AND CONDITIONS FOR INTERCONNECTION,
UNBUNDLED NETWORK ELEMENTS, ANCILLARY SERVICES,
AND RESALE OF TELECOMMUNICATION SERVICES
PROVIDED**

**BY
QWEST CORPORATION**

IN THE STATE OF

ARIZONA

**FOURTEENTH REVISION
August 29, 2003**

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capable Loops transport bi-directional DS1 signals with a nominal transmission rate of 1.544 Mbit/s. DS1 capable Loops shall meet the design requirements specified in Technical Publication 77375 (Unbundled Loops) and 77375 (DS1).

9.2.2.6.2 DS3 capable Loops provide a transmission path between a Qwest Central Office network interface and an equivalent network interface at an End User Customer location. DS3 capable Loops transport bi-directional DS3 signals with a nominal transmission rate of 44.736 Mbit/s. DS3 capable Loops shall meet the design requirements specified in Technical Publications 77384 (Unbundled Loop) and 77324 (DS3).

9.2.2.7 Qwest is not obligated to provision BRI-ISDN, xDSL-I, DS1, or DS3 capable or ADSL compatible Loops to End User Customers in areas served exclusively by Loop facilities or transmission equipment that are not compatible with the requested service. To avoid spectrum conflict within Qwest facilities, Qwest may control the use of certain cables for spectrum management considerations. Qwest will provide, in writing, the reason why an order was rejected for spectrum management reasons.

9.2.2.8 Loop Qualification Tools. Qwest offers five (5) Loop qualification tools: the ADSL Loop Qualification Tool, Raw Loop Data Tool, POTS Conversion to Unbundled Loop Tool, MegaBit Qualification Tool, and ISDN Qualification Tool. These and any future Loop qualification tools Qwest develops will provide CLEC access to Loop qualification information in a nondiscriminatory manner and will provide CLEC the same Loop qualification information available to Qwest. Qwest shall provide to CLEC, on a non-discriminatory basis, access to the information contained in Qwest's records, back office systems and databases where Loop qualification information, including information relating to spare facilities resides, that is accessible to any Qwest employee or any affiliate of Qwest. An audit shall be conducted by an independent third party, selected by the Commission, eighteen (18) months after approval of Qwest's Section 271 application, of Qwest's company records, back office systems and databases to determine that Qwest is providing the same access to Loop qualification information to CLECs to which any Qwest employee has access. Thereafter, audits by an independent third party selected by the Commission shall be conducted on a periodic basis, but no more often than every eighteen (18) months, upon request and demonstration of need by a CLEC providing DSL services. Such audit will be in addition to the audit rights contemplated by Section 18 of this Agreement, but the processes for such audit shall be consistent with the processes set forth in Section 18.

9.2.2.8.1 ADSL Loop Qualification Tool. CLEC may use the ADSL Loop Qualification tool to pre-qualify the requested circuit utilizing the existing telephone number or address to determine whether it meets ADSL specifications. The qualification process screens the circuit for compliance with the design requirements specified in Technical Publication 77384.

9.2.2.8.2 Raw Loop Data Tools. Qwest offers two (2) types of Raw Loop Data Tool. If CLEC has a digital certificate, CLEC may access the Wire Center Raw Loop Data Tool via <http://ecom.qwest.com>. The Wire Center Raw Loop Data Tool provides CLEC the following information: Wire Center CLLI code, cable name, pair name, terminal address, MLT distance, segment (F1, F2), sub-segment (e.g., 1 of F1), segment length, segment gauge, Bridged Taps length by segment, Bridged Taps offset distance, load coil type, and pair gain type. CLEC

may also access the IMA Raw Loop Data Tool for Loop specific information. The IMA Raw Loop Data Tool may be accessed through IMA-GUI or IMA-EDI. This tool provides CLEC the following information: Wire Center CLLI code, cable name, pair name, terminal address, MLT distance, segment (F1, F2), sub-segment (e.g., 1 of F1), segment length, segment gauge, bridges taps length by segment, Bridged Taps offset distance, load coil type, number of loads, and pair gain type.

9.2.2.8.3 POTS Conversion to Unbundled Loop Tool. The POTS Conversion to Unbundled Loop Tool is available to CLECs through IMA-GUI or IMA-EDI. This tool informs CLEC whether the facility is copper or pair gain and whether there are loads on the Loop.

9.2.2.8.4 MegaBit Qualification Tool. The MegaBit Qualification Tool is available to CLECs through IMA-GUI or IMA-EDI. This tool provides a "yes/no" answer regarding the Loop's ability to support Qwest DSL (formerly MegaBit) service. If the MegaBit Qualification Tool returns a "no" answer, it provides a brief explanation.

9.2.2.8.5 ISDN Qualification Tool. The ISDN Qualification Tool is available to CLECs through IMA-GUI or IMA-EDI. This tool permits CLEC to view information on multiple lines and will inform CLEC of the number of lines found. If an ISDN capable Loop is found, the tool identifies the facility and, if applicable, pair gain.

9.2.2.8.6 If the Loop make-up information for a particular facility is not contained in the Loop qualification tools, if the Loop qualification tools return unclear or incomplete information, or if CLEC identifies any inaccuracy in the information returned from the Loop qualification tools, and provides Qwest with the basis for CLEC's belief that the information is inaccurate, then CLEC may request, and Qwest will perform a manual search of the company's records, back office systems and databases where Loop information resides. Qwest will provide CLEC via email, the Loop information identified during the manual search within forty-eight (48) hours of Qwest's receipt of CLEC's request for manual search. The email will contain the following Loop makeup information: composition of the Loop material; location and type of pair gain devices, the existence of any terminals, such as remote terminals or digital Loop terminals, Bridged Tap, and load coils; Loop length, and wire gauge. In the case of Loops served by digital Loop carrier, the email will provide the availability of spare feeder and distribution facilities that could be used to provision service to the Customer, including any spare facilities not connected to the Switch and Loop makeup for such spare facilities. After completion of the investigation, Qwest will load the information into the LFACS database, which will populate this Loop information into the fields in the Loop qualification tools.

9.2.2.8.7 Upon CLEC request, Qwest will provide CLEC with the results that exist in the WFA database of any mechanized Loop test Qwest may have previously conducted in the Provisioning of the Unbundled Loop. If the requested information exists, Qwest will provide this information to CLEC via email within forty-eight (48) hours of Qwest's receipt of CLEC's request for this information.

Section 18.0 - AUDIT PROCESS

18.1 Nothing in this Section 18 shall limit or expand the Audit provisions in the Performance Assurance Plan ("PAP"). Nothing in the PAP shall limit or expand the Audit provisions in this Section 18. Nothing in this Section 18 shall limit or expand the dispute resolution provisions in Section 5.18. For purposes of this section the following definitions shall apply:

18.1.1 "Audit" shall mean the comprehensive review of the books, records, and other documents used in the Billing process for services performed, including, without limitation, reciprocal compensation and facilities provided under this Agreement.

18.1.2 "Examination" shall mean an inquiry into a specific element or process related to the above. Commencing on the Effective Date of this Agreement, either Party may perform Examinations as either Party deems necessary.

18.2 This Audit shall take place under the following conditions:

18.2.1 Either Party may request to perform an Audit or Examination.

18.2.2 The Audit or Examination shall occur upon thirty (30) business days written notice by the requesting Party to the non-requesting Party.

18.2.3 The Audit or Examination shall occur during normal business hours. However, such Audit will be conducted in a commercially reasonable manner and both Parties will work to minimize disruption to the business operations of the Party being audited.

18.2.4 There shall be no more than two (2) Audits requested by each Party under this Agreement in any twelve (12) month period. Either Party may Audit the other Party's books, records and documents more frequently than twice in any twelve (12) month period (but no more than once in each quarter) if the immediately preceding Audit found previously uncorrected net variances, inaccuracies or errors in invoices in the audited Party's favor with an aggregate value of at least two percent (2%) of the amounts payable for the affected services during the period covered by the Audit.

18.2.5 The requesting Party may review the non-requesting Party's records, books and documents, as may reasonably contain information relevant to the operation of this Agreement.

18.2.6 The location of the Audit or Examination shall be the location where the requested records, books and documents are retained in the normal course of business.

18.2.7 All transactions under this Agreement which are over twenty-four (24) months old will be considered accepted and no longer subject to Audit. The Parties agree to retain records of all transactions under this Agreement for at least twenty-four (24) months.

18.2.8 Audit or Examination Expenses

18.2.8.1 Each Party shall bear its own expenses in connection with

conduct of the Audit or Examination. The requesting Party will pay for the reasonable cost of special data extractions required by the Party to conduct the Audit or Examination. For purposes of this section, a "Special Data Extraction" means the creation of an output record or informational report (from existing data files) that is not created in the normal course of business. If any program is developed to the requesting Party's specification and at that Party's expense, the requesting Party will specify at the time of request whether the program is to be retained by the other Party for reuse for any subsequent Audit or Examination.

18.2.8.2 Notwithstanding the foregoing, the audited Party shall pay all of the Auditing Party's commercially reasonable expenses in the event an Audit or Examination identifies a difference between the amount billed and the amount determined by the Audit that exceeds five percent (5%) of the amount billed and results in a refund and/or reduction in the Billing to the auditing Party.

18.2.9 The Party requesting the Audit may request that an Audit be conducted by a mutually agreed-to independent auditor, which agreement will not be unreasonably withheld or delayed by the non-requesting Party. Under this circumstance, the costs of the independent auditor shall be paid for by the Party requesting the Audit subject to Section 18.2.8.2.

18.2.10 In the event that the non-requesting Party requests that the Audit be performed by an independent auditor, the Parties shall mutually agree to the selection of the independent auditor. Under this circumstance, the costs of the independent auditor shall be shared equally by the Parties. The portion of this expense borne by the Auditing Party shall be borne by the Audited Party if the terms of Section 18.2.8.2 are satisfied.

18.2.11 The Parties agree that if an Audit discloses error(s), the Party responsible for the error(s) shall, in a timely manner, undertake corrective action for such error(s). All errors not corrected within thirty (30) business days shall be escalated to the Vice-President level. Adjustments, credits or payments will be made and any corrective action must commence within thirty (30) Days after the Parties receipt of the final Audit report to compensate for any errors and omissions which are disclosed by such Audit or Examination and are agreed to by the Parties. The interest rate payable shall be in accordance with Commission requirements. In the event that any of the following circumstances occur within thirty (30) business days after completion of the Audit or Examination, they may be resolved at either Party's election, pursuant to the Dispute Resolution Process: (i) errors detected by the Audit or Examination have not been corrected; (ii) adjustments, credits or payments due as a result of the Audit or Examination have not been made, or (iii) a dispute has arisen concerning the Audit or Examination.

18.2.12 Neither the right to examine and Audit nor the right to receive an adjustment will be affected by any statement to the contrary appearing on checks or otherwise.

18.2.13 This Section will survive expiration or termination of this Agreement for a period of two (2) years after expiration or termination of the Agreement.

18.3 All information received or reviewed by the requesting Party or the independent auditor in connection with the Audit is to be considered Proprietary Information as defined by

this Agreement in Section 5.16. The non-requesting Party reserves the right to require any non-employee who is involved directly or indirectly in any Audit or the resolution of its findings as described above to execute a nondisclosure agreement satisfactory to the non-requesting Party. To the extent an Audit involves access to information of other competitors, CLEC and Qwest will aggregate such competitors' data before release to the other Party, to insure the protection of the proprietary nature of information of other competitors. To the extent a competitor is an Affiliate of the Party being audited (including itself and its subsidiaries), the Parties shall be allowed to examine such Affiliate's disaggregated data, as required by reasonable needs of the Audit. Information provided in an Audit or Examination may only be reviewed by individuals with a need to know such information for purposes of this Section 18 and who are bound by the nondisclosure obligations set forth in Section 5.16. In no case shall the Confidential Information be shared with the Parties' retail marketing, sales or strategic planning.

18.3.1 Either Party may request an Audit of the other's compliance with this SGAT's measures and requirements applicable to limitations on the distribution, maintenance, and use of proprietary or other protected information that the requesting Party has provided to the other. Those Audits shall not take place more frequently than once in every three (3) years, unless cause is shown to support a specifically requested Audit that would otherwise violate this frequency restriction. Examinations will not be permitted in connection with investigating or testing such compliance. All those other provisions of this SGAT Section 18 that are not inconsistent herewith shall apply, except that in the case of these Audits, the Party to be audited may also request the use of an independent auditor.