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

DOCKET NO. T-00000B-97-0238

**QWEST'S COMMENTS ON STAFF'S REPORT ON CHECKLIST ITEM 4
(UNBUNDLED LOOPS)**

INTRODUCTION

Qwest Corporation ("Qwest") submits these comments on Staff's Checklist Item 4 Report, issued September 14, 2001 ("Report"). On September 24, 2001, Qwest submitted its Supplementation of the Record Regarding Checklist Item 4 (Unbundled Loops) (referred to herein as "Qwest's Supplement") in accordance with Staff's Notice of Filing and Reopening of the Record. There Qwest presented substantial information in response to Staff's request and presented additional legal authority and 271 workshop decisions in support of its positions in Workshop 5. Rather than repeating the information and arguments as reflected in the Supplement, Qwest incorporates its Supplement by reference.

COMMENTS

A. DISPUTED ISSUE NO. 1: Whether fiber loops or OCn loops should be at Individual Case Basis (ICB) or standard product with rates and intervals. Also, should Qwest revise its loop intervals set forth in Qwest Exhibit C? (Loop-2(b)).

Qwest agrees with Staff's conclusion that the intervals in Exhibit C are integrally related to the OP-3 and OP-4 PIDs and were negotiated by the Arizona TAG participants. Qwest has only two clarifications. First, since the Arizona workshops, Qwest has developed rates for OCn loops, which will be included in Exhibit A to the SGAT. Thus, Qwest no longer provides OCn loops at an "ICB" rate. Provisioning of such loops, however, is still on an ICB basis because Qwest provisions such loops for itself on an ICB basis.

Second, Qwest agrees that to the extent Qwest has voluntarily reduced any interval in Exhibit C, it will carry forward that consensus to Exhibit C of the Arizona SGAT. Staff's Report, however, states that "to the extent Qwest has been *ordered* . . . within the context of any other 271 Workshop within its region to shorten those intervals," Qwest should shorten its intervals in Arizona. Report at ¶ 154. Qwest does not agree with this resolution. Some states may order Qwest to reduce certain Exhibit C loop intervals to conform to state-specific wholesale service quality rules in effect in those particular states. Staff recognizes that the Exhibit C loop intervals in Arizona were negotiated in Arizona with the full participation of Arizona CLECs, and, as a result, Qwest does not believe it is appropriate to overturn that consensus by imposing random state service quality rules in Arizona. Moreover, from state to state, those wholesale service quality rules may be different, leading to different results in different states. Qwest should not be required to "choose" between these state-specific rules for purposes of Arizona. Thus, to give meaning to the parties' negotiation of the loop installation intervals in Exhibit C, Staff should revise paragraph 154 of the Report to delete the reference to "ordered" changes to the Exhibit C intervals.

In Qwest's Supplementation, Qwest provided Staff with the Multi-State Facilitator's UNE Report. The Multi-State Facilitator reached a similar conclusion as Qwest and Arizona Staff. He determined that it was indisputable that, like the Arizona TAG, the ROC TAG participants relied upon the intervals in the Service Interval Guide, the basis for Exhibit C, in negotiating the ROC PIDs OP-3 and OP-4, and that the Qwest intervals provide CLECs a meaningful opportunity to compete.¹ He further recommended that states with wholesale service quality rules that differ from the industry consensus intervals in Exhibit C may wish to consider modifying their rules so that these industry-consensus intervals could be uniform across the Qwest region.²

Qwest agrees to bring forward any voluntary reduction of the Exhibit C intervals to Arizona. It is inappropriate and unwieldy, however, to require Qwest to bring forward "ordered" reductions where those reductions are based on wholesale service quality rules that are not in effect in Arizona.

B. DISPUTED ISSUE NO. 2: Concerns regarding provisioning loops where Qwest uses Integrated Digital Loop Carrier (IDLC) (Loop 4(b)).

This issue relates to AT&T's post-workshop demand for direct access to Qwest's LFACS database. Staff correctly determined that Qwest should not be required to provide CLECs with such access in light of the numerous and robust loop qualification tools Qwest already provides and the total absence of any evidence that Qwest enjoys greater access to loop make up information. Qwest notes that the Multi-State Facilitator reached a similar conclusion and recommended only that Qwest ensure that it provide CLECs with information on spare facilities where IDLC is prevalent.³ Qwest agreed to implement the Facilitator's recommendation, and agrees to implement the same process in Arizona. Qwest further notes that AT&T's sole reason

¹ Multi-State UNE Report at 49-51.

² Multi-State UNE Report at 51-52.

³ Multi-State UNE Report at 65-66.

for requesting direct access to LFACS was to obtain spare facility information. As set forth in Qwest's Supplementation at page 7, Qwest recently made significant enhancements to the Raw Loop Data tool to provide CLECs with spare facility information. In its August 2001 IMA Release 8.0, Qwest modified the Raw Loop Data Tool to include spare or unassigned facilities and partially connected facilities. Qwest has even modified its training to teach CLECs how to obtain such information.⁴ Additionally, using the IMA Facility Check tool, the CLECs have the ability to determine if facilities exist to support the requested unbundled loop. This also includes a check of spare facilities. Thus, this work is already complete, and the other enhancements mentioned in Qwest's Supplementation already have been implemented. This is further support for Staff's determination that Qwest's current tools provide CLECs with all necessary loop make up information.

C. DISPUTED ISSUE NO. 3: Concerns regarding Qwest's obligation to build. (Loop 6).

At pages 8-26 of Qwest's Supplementation, Qwest presented detailed information and lengthy argument in support of its build policy and its held order policy. As set forth there, the two policies are integrally related: because the Act and FCC orders do not require Qwest to construct CLEC networks for them, where Qwest does not have facilities in place to fill a CLEC's order and has no plans to construct such facilities, it is entirely appropriate for Qwest to reject the CLEC's order.

It is correct that in the past Qwest held CLEC orders, even if Qwest had no compatible facilities to fill the CLEC's request and never would have compatible facilities (such as a request for a 2-wire non-loaded loop in a neighborhood served by pair gain technology). This is precisely the situation that led to the large number of held orders for Covad, a DLEC that needs a copper loop to provide service. This is also the same policy that CLECs, including Covad,

⁴ See Attachment 1. Qwest has presented only the training on the Raw Loop Data tool.

vigorously and relentlessly opposed. Qwest implemented its current policy to respond to these concerns and to give, in the words of Covad, "honesty up front" in the process. Staff's recommendation that Qwest go back to the policy of holding these orders serves nobody: CLECs are denied reliability and predictability in their expectations, CLEC end users will have no meaningful information on when or if service will ever be provided, and Qwest is required to hold and track orders that will not be filled. Staff correctly concludes that Qwest has no obligation to construct facilities for CLECs under "any and every conceivable CLEC request." Because Qwest has no such obligation, Qwest's policy of rejecting orders where facilities are not available (and will not be available) is not only sound, it is the only "honest" policy.

Furthermore, Qwest has already agreed to implement the majority of Staff's recommendations and, in fact, has gone beyond its legal requirements. Specifically,

- For those orders that Qwest has traditionally been required to hold and fill under the Service Quality Tariff Plan (i.e., orders that would fall into Qwest's carrier-of-last-resort obligations), Qwest will hold CLEC orders and construct loop facilities for the CLEC if Qwest would have been required to construct such facilities to serve its own end user customers. This responds to Staff's concern in paragraphs 170 and 171 that Qwest hold orders as it does for its retail end users and that Qwest construct facilities for CLECs where Qwest would normally construct facilities for itself.
- In further response to Staff's concern in paragraph 171, Qwest agrees, as set forth in its Supplementation at page 20, to amend SGAT § 9.19 to state: "Qwest will assess whether to build for CLECs in the same manner that it assesses whether to build for itself."
- Qwest agrees to hold CLEC orders and add those orders to a construction request where Qwest has a planned construction job that would satisfy the CLEC's order.
- To permit CLECs to place their orders before construction is even completed, Qwest agrees to provide CLECs with advance information on its loop construction jobs on the ICONN database. The ICONN database information provides the estimated completion date for construction jobs, thereby providing CLECs with both advance information but an estimated due date.

D. DISPUTED ISSUE NO. 5: Should a CLEC receive a refund of the loop conditioning costs if the customer leaves within one year of installation? (Loop-8(c)).

This issue concerned the quality and timeliness of delivery of conditioned unbundled loops to CLECs. AT&T proposed language that would refund conditioning charges to the CLEC if Qwest fails to perform the conditioning in a timely manner. The Staff takes this issue beyond that which AT&T requested and concludes:

Staff believes that Qwest's proposal is reasonable for the most part and should be adopted with the following modifications.

"If CLEC's end user customer, for which CLEC has ordered x-DSL capable Unbundled Loops from Qwest, (i) never receives x-DSL service from CLEC or (ii) has experienced a missed due date for conditioning due to Qwest, or (iii) Qwest fails to perform conditioning in a workmanlike manner, Qwest shall refund or credit to CLEC the conditioning charges paid to Qwest by the CLEC. The refund or credit is in addition to any other remedy available to CLEC."

Report at ¶ 184. Thus, despite the fact that Staff states that it finds *Qwest's* proposal reasonable, it grants *AT&T's* request and then some.

Qwest takes issue with every aspect of the Staff's proposed SGAT language.

- Staff's subsection (ii) would require Qwest to refund CLEC if Qwest provisioned the conditioned loop on the 16th day rather than the 15th day. All AT&T sought was reimbursement for "unreasonable delay." Qwest believes that AT&T's standard is subjective and unenforceable; therefore, it continues to take issue with AT&T's language as well.
- Staff's subsection (i) language would allow one CLEC to submit requests for conditioning on behalf of another CLEC; then when the requesting CLEC did not receive xDSL service from Qwest, Qwest would be required to refund the conditioning. This is not an unlikely scenario as CLECs admitted in Colorado workshops that in many instances an end-user customer will request DSL service from more than one DLEC. Moreover, in this scenario Qwest must refund conditioning costs to CLECs if the customer cancels the DSL order for no fault of Qwest's.

- Subsection (iii) requires Qwest to refund conditioning charges if it fails to perform the conditioning in a "workmanlike manner." This term is vague, subjective, and will be difficult if not impossible to implement.
- Finally, Staff ends its SGAT language by stating that "this refund is in addition to any other remedy available to CLEC." This is troublesome for many reasons. CLECs should not be entitled to double recovery for the same performance failure. A performance measure (PID) is currently being negotiated around loop conditioning interval. If CLECs are so interested in connecting penalties to the failure to timely condition loops, a proposed augment to the QPAP is the correct forum to make the request. This is exactly what the State of Colorado has done.

Qwest, therefore, asserts that any change to the SGAT concerning this issue is unwarranted and inappropriate. However, to the extent that Staff believes some change is needed, Qwest recommends adoption of the Multi-State Facilitator's language which contains objective, defined points at which a refund would be required. That language reads:

Where Qwest fails to meet a due date for performing loop conditioning, CLEC shall be entitled to a credit equal to the amount of any conditioning charges applied, where it does not secure the unbundled loop involved within three months of such due date. Where Qwest does not perform conditioning in accord with the standards applicable under this SGAT, CLEC shall be entitled to a credit of one-half of the conditioning charges made, unless CLEC can demonstrate that the loop as conditioned is incapable of substantially performing the functions normally within the parameters applicable to such loop as this SGAT requires Qwest to deliver it to CLEC. In the case of such fundamental failure, CLEC shall be entitled to a credit of all conditioning charges, except where CLEC asks Qwest to cure any defect and Qwest does so. In the case of such cure, CLEC shall be entitled to the one-half credit identified above.⁵

E. DISPUTED ISSUE NO. 6: Should Qwest's Spectrum Management positions be adopted? (Loop 9a, 9b and 9c)

Qwest does not take issue with Staff's resolution of this disputed issue. Qwest notes that the Multi-State Facilitator has also issued recommendations on spectrum management that, like

⁵ Multi-State UNE Report at 62.

Staff, largely adopted Qwest's position.⁶ For example, the Facilitator agreed that CLECs must disclose NC/NCI codes to Qwest, that Qwest's current practices for managing T-1s are appropriate, and that final requirements for remote deployment of DSL should await final recommendations from NRIC.⁷ Qwest agrees to bring forward the Facilitator's recommended SGAT language in Arizona. On the specific issue of remote deployment of DSL services, the Multi-State Facilitator recommended an interim solution pending completion of NRIC standards and promulgation of FCC rules. He recommended the following SGAT language:

Where a CLEC demonstrates to Qwest that it has deployed central-office based DSL services serving a reasonably defined area, it shall be entitled to require Qwest to take appropriate measures to mitigate the demonstrable adverse effects on such service that arise from Qwest's use of repeaters or remotely deployed DSL service in that area. It shall be presumed that the costs of such mitigation will not be chargeable to any CLEC or to any other customer; however, Qwest shall have the right to rebut this presumption, which it may do by demonstrating to the Commission by a preponderance of the evidence that the incremental costs of mitigation would be sufficient to cause a substantial effect upon other customers (including but not limited to CLECs securing UNEs) if charged to them. Upon such a showing, the Commission may determine how to apportion responsibility for those costs, including, but not limited to CLECs taking services under this SGAT.⁸

Qwest agrees to include this language in the Arizona SGAT. With this addition, any CLEC concerns regarding potential interference from remote deployments pending development of NRIC and FCC standards are fully addressed.

⁶ Multi-State UNE Report at 57-60.

⁷ *Id.*

⁸ *Id.* at 60.

F. DISPUTED ISSUE NO. 7: Should Qwest perform cooperative testing on certain orders? (Loop-10(e)).

Qwest addressed this issue in its Supplementation at page 4-5. As that information shows, Qwest's performance results on cooperative testing in Arizona are excellent.⁹ To provide this data in its Supplementation, Qwest examined the results of its tracking system and, where any question remained, manually reviewed records. Thus, Qwest's data is solid.

G. DISPUTED ISSUE NO. 8: Complaints regarding Qwest policy on employees who engage in anti-competitive behavior. (Loop 11(d)).

Qwest addressed this issue in the workshop, in its impasse brief, and in its Supplementation at pages 26-32. Qwest disputes Covad's allegations that its technicians engage in "anti-competitive" conduct. Nevertheless, Qwest has gone to great lengths to demonstrate its policies prohibiting "anti-competitive" conduct and its processes for investigating allegations when they are received. As Qwest demonstrated:

- Qwest has policies that prohibit misconduct, including alleged "anti-competitive" conduct by its employees;
- Qwest has processes in place to investigate CLEC allegations and inform the CLEC of the results of the investigation. It is following through on those policies as demonstrated by the evidence Covad itself submitted in this proceeding;
- Qwest already has informed its employees in "plain English" of their obligations to CLECs under the Code; and
- Qwest takes appropriate corrective action in response to allegations of misconduct.

⁹ Covad claims that Qwest has "tacitly conceded" the CLECs' challenge to its performance results. Covad Communications Company's Combined Supplementation of the Record on Checklist Item 4 and Response to Qwest's Supplementation of the Record at 2. Nothing could be further from the truth. The Qwest performance measures have now been audited *twice*, with those audits finding that Qwest is accurately reporting its results. Qwest agreed to permit data reconciliation only to provide further assurances to state commissions on the accuracy of its results. Qwest fully expects the data reconciliation to affirm that Qwest's results are accurate. Indeed, CLECs have asked for data reconciliation for only a small subset of the performance measures.

- Staff recommends that Qwest provide its employees annual training on their responsibilities under the "Code of Conduct" and their obligations in a competitive marketplace. Report at ¶ 212. Qwest already requires its employees to reaffirm their commitment to the Code of Conduct annually.

In light of all the information and evidence Qwest presented, Qwest disagrees that it can or should "do more." Report at ¶ 212. For example, Staff recommends that Qwest require its employees "to sign an Affidavit that they will not and have not engaged in any violations of the guidelines or engaged in any anti-competitive conduct." *Id.* Staff's recommendation here is problematic in several respects. First, Qwest has thousands of employees, many of which have no contact with the wholesale side of Qwest's business. Staff's requirement is not tailored to any specific sector or segment of Qwest's workforce and, therefore, is both unnecessary for many employees and extraordinarily burdensome.

Second, Qwest's relationships with many of its network employees are governed by union contracts. Under these contracts, what Qwest can and cannot "force" its employees to do is heavily regulated. Staff's requirement that Qwest mandate that these union employees sign an affidavit, therefore, may be prohibited under its labor agreements. This is not to say, however, that Qwest's union employees are not governed by the Code of Conduct or that allegations of misconduct against them cannot be investigated. As Qwest explained in its Supplementation, even if an employee does not sign the Code of Conduct, he or she is bound by its terms. Qwest Supplementation at 27. Thus, Staff's requirement that employees sign an additional "Affidavit" is not necessary: *all* employees are required to adhere to the Code of Conduct, and violation of the Code is punishable by discipline up to and including dismissal.

Finally, Staff's recommendation is unworkable because there is no set definition of what constitutes "anti-competitive" conduct. For example, Covad alleged that the theft of routers from a Colorado central office constituted "anti-competitive" conduct, but Arizona and Colorado Staff, as well as Qwest, disagreed with Covad's characterization. Staff, Qwest, and CLECs may have very different views on what constitutes "anti-competitive" conduct. Although this incident was

unfortunate, it did serve as a test of Qwest's policies and investigation processes. Qwest followed these processes, Covad was kept apprised of the investigation, action was taken, and Qwest solicited from Covad input on ways to improve central office security in the future. Qwest, therefore, has demonstrated that its processes work and its policies have "teeth." Accordingly, Qwest requests that Staff revise this recommendation.

In paragraph 213, Staff recommends that Qwest include in the record the process for its Account Managers to investigate allegations of anti-competitive conduct. Qwest did so in the workshop and in its Supplementation at page 28-29. Staff further recommends that Qwest include this process on its website and "memorializ[e] it in the SGAT." Report at ¶ 213. Qwest believes this recommendation is inappropriate. The SGAT and Qwest wholesale website address Qwest's provision of interconnection, unbundled network elements, and resale to CLECs. It does not address how Qwest internally handles investigations of allegations of misconduct by its employees. In other words, the SGAT does not address Qwest's internal employment practices. Furthermore, Qwest does not believe it is appropriate to cast those practices and policies in stone in a contract with a CLEC. Qwest should be given flexibility to manage its employees and labor relations without having to negotiate contract amendments to do so. Qwest notes that no CLEC requested that Qwest create an SGAT provision around this issue. Staff should revise this recommendation.

H. DISPUTED ISSUE NO. 10: Should Qwest provide access to Mechanized Loop Testing (MLT) even though Qwest does not provide that functionality to itself? (Loop 24).

AT&T and Covad requested the ability to perform a pre-order Mechanized Loop Test (MLT), "in order to verify that the loop can support the services the CLEC intends to provide over that loop facility." Report at ¶¶ 216-17. As Staff correctly noted in its Report, Qwest opposed this demand because "(i) Qwest retail representatives cannot perform an MLT on a pre-order basis, (ii) MLTs are performed as a part of repair, (iii) a MLT is an invasive test that takes the customer's service down for a period of time, (iv) a MLT is a switch-based test that requires

the loop to be connected to Qwest's switch, (v) no other BOC provides CLECs with a pre-order MLT, and (vi) Qwest has already given CLECs non-discriminatory access to MLT information through the Raw Loop Data ('RLD') tool." Report at ¶ 218. Based on Qwest's assertions, the Staff does not allow CLECs to perform a pre-order MLT. Report at ¶¶ 222-23 ("Qwest is correct that it really has no legal obligation to offer MLT preorder"). The Multi-State Facilitator reached the same conclusion.¹⁰

Nonetheless, Staff's Report goes one step farther and states that "Qwest should be required to provide loops that are in good working order and the CLECs should be assured of that from the start. The record does not show how Qwest intends to do this without cooperative testing or MLT preorder." Report at ¶ 223. Qwest does provide CLECs with such assurances in several different ways. First, CLECs have the option of performing cooperative testing with Qwest. Although some CLECs complained in the workshops that Qwest does not perform such testing as required, in its Supplementation filed on September 24, 2001, Qwest devoted substantial time describing that it performs requested cooperative testing. *See* Qwest's Supplementation at 4-5.

Secondarily, the FCC has provided guidance on the acceptable percentage of troubles that CLECs can experience on newly installed analog loops. Specifically, the FCC has stated: "Although the reconciliation demonstrates that approximately five percent of AT&T's customers suffered service outages as a result of Bell Atlantic errors, we consider this to be sufficient for checklist compliance."¹¹ Thus, troubles on newly installed circuits of at least 5 % or less are acceptable to the FCC. Qwest tracks such data under its OP-5 metric. The data for analog

¹⁰ Multi-State UNE Report at 62-64.

¹¹ 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 ¶ 302 & 309 (1999).

(voice) loops ordered by AT&T and 2-wire non-loaded (DSL) loops ordered by Covad meet this standard. Specifically, Qwest's audited performance data shows:

Analog Loops

Month	Numerator	Denominator	CLEC Result
April 2001	1525	1592	95.79%
May 2001	1261	1343	93.89%
June 2001	1416	1492	94.91%
July 2001	2235	2325	96.13%

The first substantive column – Numerator – describes the number of analog loops installed without any troubles. The second column – Denominator – describes the total number of analog loops installed in the month. This data shows that Qwest exceeded the 5% standard in two months (April and July) and just missed the 5% standard in May and June. Over the four months, however, 6752 analog loops of which 6437 did not experience installation troubles. Thus, over the most recent reported four months, 95.33% of analog loops were installed without trouble besting the FCC's 5% standard.

The same is true of 2-wire non-loaded loops. Qwest's audited performance data shows:

2-Wire Non-Loaded Loops

Month	Numerator	Denominator	CLEC Result
April 2001	383	392	97.70%
May 2001	320	328	97.56%
June 2001	202	207	97.58%
July 2001	220	233	94.42%

This data show that Qwest met the FCC's 5% standard in all but July, where it just missed the 5% standard. Moreover, over the most recent four months, Qwest provided 2-wire non-loaded loops without trouble 96.98% of the time, well in excess of the FCC's 5% standard.

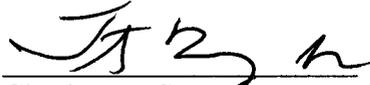
These data show, per Staff's request, that Qwest is providing CLECs with loops that are in good working order, and CLECs are assured of that from the start. Additionally, the OP-5 measure is part of the Performance Assurance Plan (PAP), so Staff can be assured that the performance will be monitored, and Qwest will be penalized if the performance is degraded.

CONCLUSION

Qwest requests that Staff modify its Final Report on Checklist Item 4 as set forth in these Comments and in Qwest's Supplementation. Where Qwest has not challenged Staff's recommendations, Qwest requests that Staff incorporate those recommendations in its Final Report on Checklist Item 4.

DATED: October 4, 2001

RESPECTFULLY SUBMITTED,



Charles W. Steese
QWEST CORPORATION
1081 California Street
Suite 4900
Denver, CO 80202
(303) 672-2709

ATTORNEYS FOR QWEST CORPORATION

**ORIGINAL +10 copies filed this 4th day
of October, 2001, with:**

Docket Control
ARIZONA CORPORATION COMMISSION
1200 West Washington
Phoenix, AZ

COPY of the foregoing delivered this day to:

Maureen A. Scott
Legal Division
ARIZONA CORPORATION COMMISSION
1200 W. Washington St.
Phoenix, AZ 85007

Steve Olea, Acting Director
Utilities Division
ARIZONA CORPORATION COMMISSION
1200 W. Washington St.
Phoenix, AZ 85007

Lyn Farmer, Chief Administrative Law Judge
Hearing Division
ARIZONA CORPORATION COMMISSION
1200 W. Washington
Phoenix, AZ 85007

Caroline Butler
Legal Division
ARIZONA CORPORATION COMMISSION
1200 W. Washington St.
Phoenix, AZ 85007

COPY of the foregoing mailed this day to:

Steven H. Kukta
SPRINT COMMUNICATIONS COMPANY
1850 Gateway Drive, 7th floor
San Mateo, CA 94404-2567

Eric S. Heath
SPRINT COMMUNICATIONS CO.
100 Spear Street, Suite 930
San Francisco, CA 94105

Thomas Campbell
Lewis & Roca
40 N. Central Ave.
Phoenix, AZ 85004

Joan S. Burke
Osborn Maledon, P.A.
2929 N. Central Ave., 21st Floor
PO Box 36379
Phoenix, AZ 85067-6379

Thomas F. Dixon
Worldcom, Inc.
707 17th Street # 3900

Denver, CO 80202

Scott S. Wakefield
Residential Utility Consumer Office
2828 North Central Ave., Suite 1200
Phoenix, AZ 85004

Michael M. Grant
Todd C. Wiley
Gallagher & Kennedy
2575 E. Camelback Rd.
Phoenix, AZ 85016-9225

Michael Patten
Roshka Heyman & DeWulf
400 North Fifth St., Ste. 1000
Phoenix, AZ 85004-3906

Bradley Carroll, Esq.
Cox Arizona Telcom, LLC
1550 West Deer Valley Rd.
Phoenix, AZ 85027
Daniel Waggoner
Davis, Wright & Tremaine
2600 Century Square
1501 Fourth Avenue
Seattle, WA 98101-1688

Traci Grundon
Davis Wright & Tremaine
1300 S.W. Fifth Avenue
Portland, OR 97201

Richard S. Wolters
Maria Arias-Chapleau
AT&T Law Department
1875 Lawrence Street # 1575
Denver, CO 80202

David Kaufman
e.Spire Communications, Inc.
343 W. Manhattan Street
Santa Fe, NM 87501

Alaine Miller

XO Communications, Inc.
500 108th Ave. NE, Suite 2200
Bellevue, WA 98004

Diane Bacon, Legislative Director
Communications Workers of America
5818 N. 7th St., Suite 206
Phoenix, Arizona 85014-5811

Philip A. Doherty
545 South Prospect Street, Suite 22
Burlington, VT 05401

W. Hagood Bellinger
5312 Trowbridge Drive
Dunwoody, GA 30338
Joyce Hundley
U.S. Dept. of Justice
Antitrust Division
1401 H Street, NW, # 8000
Washington, DC 20530

Andrew O. Isar
Telecommunications Resellers Association
4312 92nd Ave., NW
Gig Harbor, WA 98335

Raymond S. Heyman
Two Arizona Center
400 North 5th Street, Suite 1000
Phoenix, AZ 85004-3906

Douglas Hsiao
Rhythms Links, Inc.
6933 Revere Parkway
Englewood, CO 80112

Mark Dioguardi
Tiffany and Bosco, PA
500 Dial Tower
1850 N. Central Avenue
Phoenix, AZ 85004
Thomas L. Mumaw
Snell & Wilmer
One Arizona Center

Phoenix, AZ 85004-0001

Charles Kallenbach
American Communications Services, Inc.
131 National Business Parkway
Annapolis Junction, MD 20701

Lyndon J. Godfrey
Vice President – Government Affairs
AT&T
675 E. 500 S.
Salt Lake City, UT 84102

Gena Doyscher
Global Crossing Services, Inc.
1221 Nicollet Mall
Minneapolis, MN 55403-2420

Andrea Harris, Senior Manager
Allegiance Telecom, Inc. of Arizona
2101 Webster, Ste. 1580
Oakland, CA 94612

Gary L. Lane, Esq.
6902 East 1st Street, Suite 201
Scottsdale, AZ 85251
J. David Tate
Senior Counsel
SBC Telecom, Inc.
5800 Northeast Parkway, Suite 125
San Antonio, Texas 78249

M. Andrew Andrade
Tess Communications, Inc.
5261 S. Quebec Street Ste. 150
Greenwood Village, CO 80111

K. Megan Doberneck, Esq.
Covad Communications
4250 Burton Street
Santa Clara, CA 95054

Richard Sampson
Z-Tel Communications, Inc.
601 S. Harbour Island, Ste. 220

Tampa, Florida 33602

Lisa Crowley
Regional Counsel
Covad Communications Company
4250 Burton Drive
Santa Clara, CA 95054

Adrienne M. Anderson
Paralegal
Covad Communications Company
7901 Lowry Boulevard
Denver, Colorado 80230

A handwritten signature in black ink, appearing to be "JTR", is written over a horizontal line.

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IMA HANDS-ON COURSE

Module 7: PreOrder Unbundled Loop

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B.

MODULE 7: PREORDER UNBUNDLED LOOP

Timeframe

60 minutes

Objectives

Participant will understand and demonstrate submitting Unbundled Loop through IMA.

Schedule of Key Events

Loop Conversion Requests

ADSL

Schedule Appointments

Validate CFA

Design Layout Record

Raw Loop Data

Meet Point Query

Lesson 6: Raw Loop Data

From the *PreOrder* menu, the *Raw Loop Data* query tool provides access to raw loop data by segment and sub-segment. The query is performed by sending TNs or the address of the end user's premise. The *Address Validation* function can be used to get an exact match on the address. Returned data pertaining to the entire loop is displayed with a repeating section of data for each loop segment. Each segment contains a repeating section with data for sub-segments. This data can be used to perform calculations and determine whether the loop qualifies to carry DSL service.

Note: If an address is chosen, IMA will show raw loop data for up to 24 assigned or unassigned circuits that are associated with that address, working or non-working.

The *Raw Loop Data Query By Address* window is shown below:

Raw Loop Data Query By Address

Query by Address

Validated Addresses:
No Validated Address

SAPR: SANO: SASF:

SASD: SASN: SATH: SAES:

ROOMMAIL STOP: FLOOR: BLDG: AHN: ROUTE: BOX:

CITY: STATE: ZIP:

CALA/SAGA: Select Supplemental

Print Preview E-mail Start Over Next >> Clear Finish

Java Applet Window

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The *Raw Loop Data Query By Address* window contains the following fields and buttons:

Fields:

- Validated Addresses
- SANO
- SASF
- SASN
- ROOM/MAIL STOP
- FLOOR
- BLDG
- AHN
- ROUTE
- BOX
- CITY
- STATE
- ZIP
- CALA/SAGA

Buttons:

- Select Supplemental
- Print Preview
- E-mail
- Start Over
- Next>>
- Clear
- Finish

The *Raw Loop Data Query By TNs* window is shown below:

Query by TNs

WTN: -- Add To List

WTN Query List: Delete From List

Print Preview E-mail Start Over Next >> Clear Finish

Java Applet Window

The *Raw Loop Data Query By TNs* window contains the following fields and buttons:

Fields:

- WTN
- WTN Query List

Buttons:

- Add to List
- Delete From List
- Print Preview
- E-mail
- Start Over
- Next>>
- Clear
- Finish

The top portion of the *Raw Loop Data Response* window is shown below:

The screenshot shows a window titled "Raw Loop Data Response" with a "1 of 1" indicator. At the top, there are four buttons: "Add", "Delete Current", "Clear Current", and "Delete All". Below the buttons is a form with the following fields:

WTN:			
303-880-1909			
SAPR:	SANO:	SASF:	
	19857		
SASD:	SASN:	SATH:	SASS:
E	QUINCY	FL	
UNIT:	FLOOR:	BLDG:	APT. ROOM/MAIL STOP:
CITY:		STATE:	ZIP:
WCCLLI:	MLTDIST:		
DNVRCOSH			

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The bottom portion of the *Raw Loop Data Response* window is shown below:

The screenshot shows a Java Applet window titled "Raw Loop Data Query By TNs". The window contains a form with the following fields and controls:

- Terminal ID: TSI 4801A S HIMALAYA
- Cable Name: PG27
- Pair Gain Type: SLC2T
- Pair Number: 1667
- Load Coil Type: (empty)
- Load Points Amount: 0
- Bridge Tap Offset: (empty)
- Make Up Desc: 24NL 0:010kt

At the top of the form, there are four buttons: "Add", "Delete Current", "Clear Current", and "Delete All". At the bottom of the window, there are five buttons: "Print Preview", "E-mail", "Start Over", "<< Previous", and "Finish". The window title bar indicates it is a "Java Applet Window".

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The *Raw Loop Data Query By Assigned Address* window is shown below:

Raw Loop Data Query By Assigned Address

Query by Address

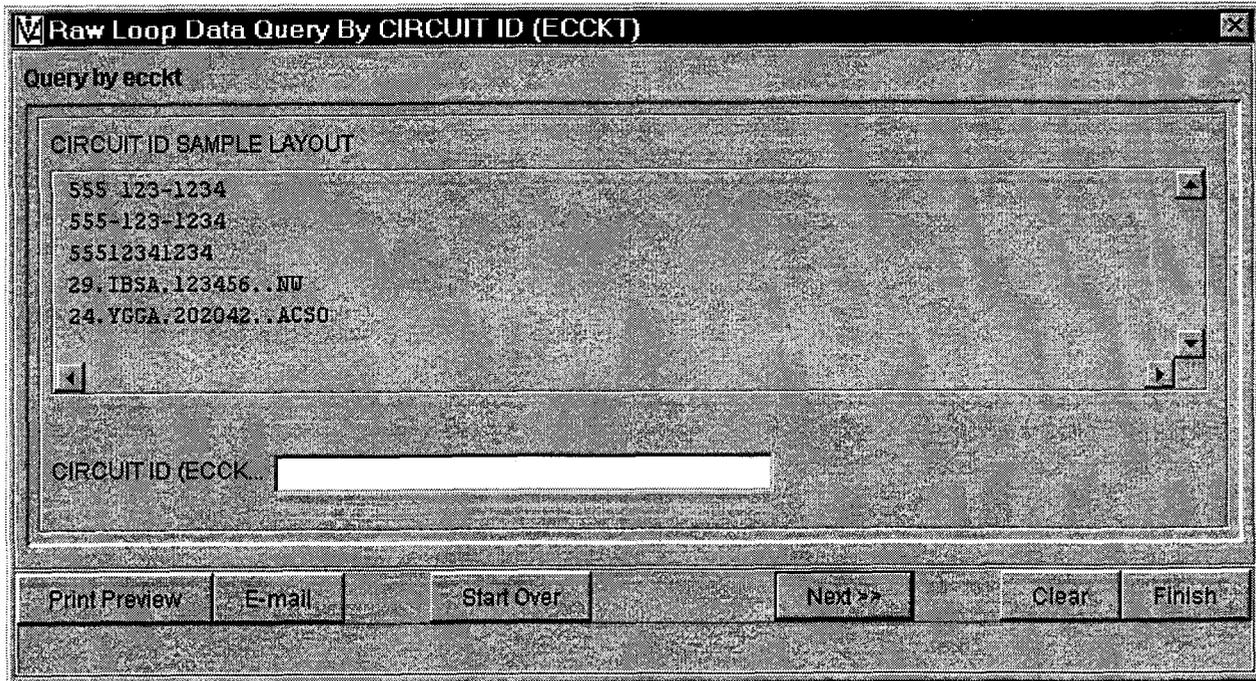
Validated Addresses:
No Validated Address

SAPR: SANO: SASF:
SABD: SASN: SATH: SASS:
ROOM/MAIL STOP: FLOOR: BLDG: AHN: ROUTE: BOX:
CITY: STATE: ZIP:
CAL/SAGA: Select Equipment

Print Preview E-mail Start Over Next >> Clear Finish

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The *Raw Loop Data Query By Circuit ID (ECCKT)* window is shown below:



PHX/DPOOLEMC/1231232.1/67817.150
10/4/01 2:58 PM

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10/4/01