



7901 Lowry Boulevard Denver, CO 80230
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AZ CORP COMMISSION
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December 7, 2001

VIA UPS OVERNIGHT MAIL

Arizona Corporation Commission
Utilities Division- Docket Control
1200 West Washington
Phoenix, Arizona 85007-2996

Dear Sir or Madam:

Enclosed for filing please find the original and ten (10) copies of *Covad Communications Company's Identification of Exhibits for Workshop on Performance Data*. Please note that there is one confidential version of an exhibit that will be provided to the Legal Division and each party that has previously signed the Protective Agreement.

If you have any questions concerning this filing, please contact me at 720-208-3354.

Very truly yours,

Adrienne M. Anderson
Paralegal

cc: ACC Legal Division

Enclosures

Arizona Corporation Commission
DOCKETED

DEC 10 2001

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BEFORE THE ARIZONA CORPORATION COMMISSION

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Arizona Corporation Commission

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ARIZONA CORPORATION COMMISSION
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CARL J. KUNASEK

Chairman

JIM IRVIN

Commissioner

WILLIAM A. MUNDELL

Commissioner

DOCKETED BY	
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IN THE MATTER OF U S WEST)
 COMMUNICATIONS, INC.'S)
 COMPLIANCE WITH SECTION 271 OF)
 THE TELECOMMUNICATIONS ACT) DOCKET NO. T-00000A-97-0238
 OF 1996)
)
)

**COVAD COMMUNICATION COMPANY'S IDENTIFICATION OF EXHIBITS
 FOR WORKSHOP ON PERFORMANCE DATA**

Covad Communications Company ("Covad") hereby submits its identification of exhibits in anticipation of the workshop on performance data on December 12-14, 2001:

EXHIBITS

1. Covad Communications Company's Combined Response to Qwest Corporation's Performance Data Filings and Submission of Data Regarding Qwest's Commercial Performance for Covad in the State of Arizona, and exhibits attached thereto (filed separately on October 31, 2001);
2. Covad Communications Company's Supplemental Submission of Data Regarding Qwest's Commercial Performance in the State of Arizona, and exhibits attached thereto (filed separately on November 9, 2001);
3. Power Point Presentation, attached hereto as Exhibit 1. This presentation contains confidential information. A non-confidential version will be filed with the Commission and the confidential version will be filed under seal. All parties that have executed Exhibit A to the Non-Disclosure Agreement, as well as Commission Staff, will be provided with a copy of the confidential version of this presentation;

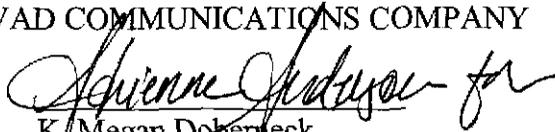
4. PID PO-5 Definition and Description, attached hereto as Exhibit 2;
5. Excerpts from Qwest's Standard Interval Guide, attached hereto as Exhibit 3; and
6. Colorado xDSL FOC Trial Description, attached hereto as Exhibit 4.
7. Covad Communications Company's Comments on Liberty's Arizona Reconciliation Report.

Dated: December 7th, 2001.

Respectfully submitted,

COVAD COMMUNICATIONS COMPANY

By:



K. Megan Doberneck

Senior Counsel

Covad Communications Company

7901 Lowry Boulevard

Denver, CO 82030

720-208-3636

720-208-3256 (facsimile)

e-mail: mdoberne@covad.com

CERTIFICATE OF SERVICE

I, Adrienne M. Anderson, hereby certify that an original and ten (10) copies of *Covad Communication Company's Identification of Exhibits for Workshop on Performance Data*, Docket No. T-00000A-97-0238, were sent via overnight mail for filing on this 7th day of December 2001, to the following:

Arizona Corporation Commission
Docket Control-Utilities Division
1200 West Washington Street
Phoenix, AZ 85007-2996

and a true and correct copy of *Covad Communication Company's Identification of Exhibits for Workshop on Performance Data*, was served via U.S. Mail this 7th day of December 2001, to the following:

Hearing Division
Arizona Corporation Commission
1200 West Washington Street
Phoenix, AZ 85007

Maureen Scott
Legal Division
Arizona Corporation Commission
1200 West Washington Street
Phoenix, AZ 85007

Matt Rowell
Utilities Division
1200 West Washington Street
Phoenix, AZ 85007

Phil Doherty
545 South Prospect Street, Suite 22
Burlington, VT 05401

W. Hagood Bellinger
5312 Trowbridge Drive
Dunwoody, GA 30338

Charles Steese
Andrew Crain
Qwest Corporation
1801 California Street, Suite 5100
Denver, CO 80202

and a true and correct copy of *Covad Communication Company's Identification of Exhibits for Workshop on Performance Data*, was sent via electronic mail and U.S. Mail; on this 7th day of December 2001, to the following:

Mark Dioguardi TIFFANY AND BOSCO PA 500 Dial Tower 1850 N. Central Avenue Phoenix, Arizona 85004	Nigel Bates ELECTRIC LIGHTWAVE, INC. 4400 NE 77 th Avenue Vancouver, Washington 98662	Thomas L. Mumaw Jeffrey W. Crockett SNELL & WILMER One Arizona Center Phoenix, Arizona 85004-0001
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Darren S. Weingard Stephen H. Kukta SPRINT COMMUNICATIONS CO 1850 Gateway Dr., 7 th Floor San Mateo, CA 94404-2467	Thomas H. Campbell LEWIS & ROCA 40 N. Central Avenue Phoenix, Arizona 85007	Andrew O. Isar TRI 4312 92 nd Avenue, N.W. Gig Harbor, Washington 98335
Michael W. Patten Roshka Heyman & Dewulf 400 N. 5th St., Ste. 1000 Phoenix, AZ 85004	Richard M. Rindler Morton J. Posner SWIDER & BERLIN 3000 K Street, N.W. Suite 300 Washington, DC 20007	Charles Kallenbach AMERICAN COMMUNICATIONS SERVICES I 131 National Business Parkway Annapolis Junction, MD 20701
Thomas F. Dixon MCI TELECOMMUNICATIONS CORP 707 17th Street, #3900 Denver, Colorado 80202	Jon Loehman, Managing Director SBC Telecom, Inc. 5800 Northwest Parkway Suite 135, Room 1.S.40 San Antonio, TX 78249	Richard S. Wolters AT&T & TCG 1875 Lawrence Street, Room 1575 Denver, Colorado 80202
Joyce Hundley UNITED STATES DEPARTMENT OF JUSTICE Antitrust Division 1401 H Street NW, Suite 8000 Washington, DC 20530	Joan Burke OSBORN MALEDON 2929 N. Central Avenue, 21st Floor P.O. Box 36379 Phoenix, Arizona 85067-6379	Scott S. Wakefield, Chief Counsel RUCO 2828 N. Central Avenue, Suite 1200 Phoenix, Arizona 85004
Mark J. Trierweiler Vice President Government Affairs AT&T 111 West Monroe St., Suite 1201 Phoenix, Arizona 85004	Daniel Waggoner DAVIS WRIGHT TREMAINE 2600 Century Square 1501 Fourth Avenue Seattle, WA 98101-1688	Alaine Miller NEXTLINK Communications, Inc. 500 108 th Avenue NE, Suite 2200 Bellevue, WA 98004
Douglas Hsiao RHYTHM LINKS, INC. 6933 S. Revere Parkway Englewood, CO 80112	Raymond S. Heyman Randall H. Warner ROSHKA HEYMAN & DeWULF Two Arizona Center 400 N. Fifth Street, Suite 1000 Phoenix, Arizona 85004	Diane Bacon, Legislative Director Communications Workers of America 5818 North 7 th Street, Suite 206 Phoenix, Arizona 85014-5811
Gena Doyscher GLOBAL CROSSING LOCAL SERVICES, INC. 1221 Nicollet Mall Minneapolis, MN 55403-2420	Karen L. Clauson ESCHELON TELECOM, INC. 730 Second Avenue South, Suite 1200 Minneapolis, MN 55402	Mark P. Trnichero Davis, Wright Tremaine 1300 SW Fifth Avenue, Suite 2300 Portland, OR 97201
Robert S. Tanner Davis, Wright Tremaine 17203 N. 42 nd Street Phoenix, AZ 85032	Bradley Carroll, Esq. COX ARIZONA TELCOM, L.L.C. 1550 W. Deer Valley Rd. Phoenix, AZ 85027	Mark N. Rogers EXCELL AGENT SERVICES, L.L.C. 2175 W. 14 th Street Tempe, AZ 85281
Janet Livengood Regional Vice President Z-Tel Communications, Inc. 601 S. Harbour Island Blvd. Tampa, FL 33602	Jonathan E. Canis Michael B. Hazzard Kelly Drye & Warren L.L.P. 1200 19 th Street, NW, 5 TH Floor Washington, D.C. 20036	Andrea P. Harris Senior Manager, Regulatory Allegiance Telecom, Inc of Colorado 2101 Webster, Suite 1580 Oakland, CA 94612
Timothy Berg FENNEMORE CRAIG 3003 N. Central Ave., Suite 2600 Phoenix, Arizona 85016	M. Andrew Andrade, Esq. TESS Communications, Inc. 5261 S. Quebec St. Ste 150 Greenwood Village, CO 80111	Maureen Arnold Qwest Communications, Inc. 3033 N. Third Street, Room 1010 Phoenix, Arizona 85012

Dennis D. Ahlers, Sr. Attorney Eschelon Telecom, Inc. 730 Second Ave. South, Ste. 1200 Minneapolis, MN 55402		
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Shienne M. Anderson

EXHIBIT 1



COVAADTM

**Qwest § 271 Application for the
State of Arizona- Performance Data
and Data Validation**

**James A. Sullivan
Senior Legal Analyst
Covad Communications Company**

Preliminary Comments: Liberty Performance Measure Audit

- A critical deficiency in the Liberty Performance Measure Audit (the "PMA") is the absence of an audit of the link between the performance and the measurement. The absence of an audit of this link results in numerous deficiencies in Qwest's data, as demonstrated later.
- The PMA utilized low volume states (MT, ID and NM). Statistically, the smaller the sample size, the less likely the conclusions reached will be reflected in the complete data environment.
- The standards used by Liberty to validate the PIDs are not evident in the audit documentation.
- These concerns are not merely hypothetical; they are repeated throughout the PMA and in connection with core PIDs.

Review of Performance Data

PO-5: FOCs On Time

- PO-5 measures, on a monthly basis, the timeliness of the Firm Order Confirmations (or FOCs) returned by Qwest to Covad.
- At the time the Liberty reconciliation was initiated, PO-5 obligated Qwest to return FOCs for xDSL and line shared loops within 24 hours. As long ago as March 2001, however, Qwest anticipated moving the xDSL FOC interval to 72 hours.
- As of PID Version 4.0 (10/22/01), PO-5 obligates Qwest to return a FOC in 24 hours on 90% of Covad line shared loops and in 72 hours on 90% of Covad's xDSL UNE loops.
- Pursuant to a side agreement between Covad and Qwest, Qwest also is obligated to return FOCs on unbundled loops within 72 hours.
- Despite the current 72 hour FOC for xDSL UNE loops, Qwest refused to reconcile PO-5 with Covad.

Covad's PO-5 Performance Data

- **PO-5 Performance Data Summary:**
 - Qwest's PO-5 performance is and remains extraordinarily poor.
 - The PO-5 performance data demonstrates that Qwest is not performing in a commercially reasonable manner and is not in compliance with its obligations under Section 271 of the Telecommunications Act of 1996.

Comments on Qwest's PO-5 Performance Data and Processes

- Qwest includes in its calculation of PO-5 disconnect orders placed by Covad. The net result of such inclusion is the improper inflating of Qwest's performance percentages.
- The number of orders reported by Qwest for PO-5 changes depending on the date when the data is pulled. The data provided by Qwest in October 2001 showed **[CONFIDENTIAL]** orders for the PO-5 denominator for June 2001. The "official" PID Report for Covad, however, showed **[CONFIDENTIAL]** orders for the June 2001 PO-5 denominator.
- Qwest's data shows orders in which the installation date precedes the application date. Such absurd results undermine the validity of Qwest's data.

Comments on Qwest's PO-5 Performance Data and Processes

- Qwest's reporting processes are flawed. Based on the method by which Qwest flags orders for exclusion, Qwest should have had **[CONFIDENTIAL]** on time delivery in June 2001. The PID Report, however, shows on time FOC delivery of **[CONFIDENTIAL]**. This process creates several questions as to whether Qwest correctly calculates the PO-5 numerator.
- Further undermining Qwest's reporting processes is the fact that Qwest identified **[CONFIDENTIAL]** Covad LSRs that were rejected. However, the "reject" field in Qwest's data is not flagged in any month or for any order for which Qwest provided PO-5 data.
- Qwest maintains an irregular data environment because it does not accurately include in its data the product type ordered by Covad thus permitting Qwest to include in one sub-measure products that do not belong there (e.g., ISDN orders in 2-wire non-loaded loop data).

Comments on Qwest's PO-5 Performance Data and Processes

- **Summary of Comments on Qwest's PO-5 Data and Processes:**
 - Qwest includes disconnect orders in its PO-5 calculations thereby artificially and improperly improving the performance percentage. This issue would have been caught had Liberty audited the link between data and reporting.
 - Key points in Qwest's data do not match the PID Report data.
 - Because of the lack of clarity in how Qwest collects, excludes, manipulates and reports its PO-5 data, there are no indicia of reliability with respect to Qwest's ability to completely, correctly and accurately report PO-5 data.

Review of Performance Data

OP-4: Installation Interval

OP-3: Installation Commitments Met

- OP-4 “evaluates the timeliness of Qwest’s installation of services for customers, focusing on the average time to install service.”
- Qwest is obligated to provision an unbundled 2-wire non-loaded loop within six days.
- Qwest is now obligated to provision a line shared loop within 3.3 days.
- Under OP-3, Qwest must deliver 90% of all unbundled loops ordered by Covad within six business days and 95% of all line shared loops within 3.3 business days.

Covad's OP-4 Performance Data

• OP-4 Performance Data Summary:

- While Qwest's xDSL loop delivery interval has been acceptable at times, the most recent data suggests that Qwest is not capable of maintaining its performance level and, in fact, is dropping below a level that complies with Qwest's obligations under Section 271 of the Act.
- Qwest's line shared loop delivery performance is woefully deficient and may not be deemed to be Section 271-compliant.

Comments on Qwest's OP-4 Performance Data and Processes

- Qwest's data changes depending on the date on which it is pulled. Specifically, the PID Report for Covad for May-July 2001 shows [CONFIDENTIAL] Covad line shared orders. By contrast, the data provided by Qwest on October 19 for the Liberty reconciliation for the same time period reflects [CONFIDENTIAL] line shared orders for Covad.
- The performance reported by Qwest also changes depending on the date Qwest pulls its data. Specifically, in May 2001, the PID Report shows the average installation interval as [CONFIDENTIAL] days. By contrast, the average installation interval reflected in the reconciliation data is [CONFIDENTIAL] days.
- Qwest's reporting processes are also suspect. Qwest's data for Covad includes orders submitted by US WEST as well as potentially misidentified residential orders.

Comments on Qwest's OP-4 Performance Data and Processes

- **Summary of Comments on Qwest's OP-4 Data and Processes:**
 - Key points in Qwest's reconciliation data do not match the data contained in the PID Report for Covad. The data provided by Qwest for purposes of the Liberty reconciliation should match the published PID Report exactly, but it does not.
 - Qwest incorrectly reports the OP-4 sub-measure because it includes products that do not belong in a particular sub-measure and orders for entities other than Covad.

Review of Performance Data

OP-5: New Installation Service Quality

- OP-5 “evaluate the quality of ordering and installation of services.”
- OP-5 measures whether Qwest provisions loops that are delivered, and remain, free of troubles in the first, critical thirty days of service for an end user customer.
- Under OP-5, Qwest must provision loops at parity with a specified retail analogue.

Comments on Qwest's OP-5 Performance Data and Processes

- Qwest is unable to provide the underlying data for OP-5 thus precluding any reconciliation of the OP-5 PID. Therefore, because it lacks any indicia of reliability or reviewability, Qwest's OP-5 data must be disregarded and Qwest must be ordered to modify its reporting processes to permit reconciliation of OP-5.
- Covad questions Qwest's claim that it cannot provide the OP-5 data. The Liberty PMA identifies the location of the OP-5 source data and stated that Liberty was able to independently replicate the programming steps to produce the OP-5 data.
- Qwest's RRS technical manual dedicates an entire chapter to OP-5 data sets, and identifies the name and location of the output file for the OP-5 underlying data.
- In order for Qwest to report OP-5 results, there must be a source for the data giving rise to those results.

Review of Performance Data MR-3: Out of Service Cleared Within 24 Hours

- MR-3 evaluates the timeliness of repair for specified services, focusing on cases where the out-of-service cases were closed within 24 hours.
- Pursuant to MR-3, Qwest must clear out of service (OOS) reports on xDSL loops at parity with its ISDN-BRI loops. In other words, Qwest must clear Covad's xDSL OOS reports within 24 hours at parity with its ISDN-BRI loops.
- Until October 22, 2001, the MR-3 standard for line shared loops was "diagnostic" so no data is currently available. This data, however, will be provided for November 2001 forward.

Comments on Qwest's MR-3 Performance Data and Processes

- Qwest refused to reconcile any of the MR PIDs with Covad on the basis that Covad's data was reported by PONs whereas Qwest reported its MR data by trouble tickets.
- Data is contained in both the Covad and the Qwest data sets that could be used to merge files using a simple table join thus permitting reconciliation of the data.
- Qwest's own PID reporting manual demonstrates that Qwest regularly utilizes merge steps that allow outside fields to be added to existing data sets for purposes of performance reporting.
- Qwest also admitted to Covad that the table join could be performed in order to permit reconciliation.

Review of Performance Data

MR-6: Mean Time to Restore

- MR-6 “evaluates the timeliness of repair, focusing on how long it takes to restore service to proper operation.”
- Pursuant to MR-6, Qwest must restore service for xDSL loops at parity with its ISDN-BRI loops. In other words, the mean time to restore service for Covad’s loops must be at parity with the length of time it takes Qwest to restore service for its ISDN-BRI loops.
- Until October 22, 2001, the MR-6 standard for line shared loops was “diagnostic” so no data is currently available. This data, however, but will be provided for November 2001 forward.

Comments on Qwest's MR-6 Performance Data and Processes

- Qwest refused to reconcile any of the MR PIDs with Covad on the basis that Covad's data was reported by PONs whereas Qwest reported its MR data by trouble tickets.
- Data is contained in both the Covad and the Qwest data sets that could be used to merge files using a simple table join thus permitting reconciliation of the data.
- Qwest's own PID reporting manual demonstrates that Qwest regularly utilizes merge steps that allow outside fields to be added to existing data sets for purposes of performance reporting.
- Qwest also admitted to Covad that the table join could be performed in order to permit reconciliation.

EXHIBIT 2

PO-5 – Firm Order Confirmations (FOCs) On Time

<p>Purpose: Monitors the timeliness with which Qwest returns Firm Order Confirmations (FOCs) to CLECs in response to LSRs/ASRs received from CLECs, focusing on the degree to which FOCs are provided within specified intervals.</p>	
<p>Description: Measures the percentage of Firm Order Confirmations (FOCs) that are provided to CLECs within the intervals specified under "Standards" below for FOC notifications.</p> <ul style="list-style-type: none"> • Includes all LSRs/ASRs that are submitted through the specified interface or in the specified manner (i.e., facsimile) that receive an FOC during the reporting period, subject to exclusions specified below. (Acknowledgments sent separately from an FOC (e.g., EDI 997 transactions are not included.) • For PO-5A, the interval measured is the period between the LSR received date/time (based on scheduled up time) and Qwest's response with a FOC notification (notification date and time). • For PO-5B, 5C, and 5D, the interval measured is the period between the application date and time, as defined herein, and Qwest's response with a FOC notification (notification date and time). • "Fully electronic" LSRs are those (1) that are received via IMA or EDI, (2) that involve no manual intervention, and (3) for which FOCs are provided mechanically to the CLEC. ^{NOTE 2} • "Electronic/manual" LSRs are received electronically via IMA or EDI and involve manual processing. • "Manual" LSRs are received manually (via facsimile) and processed manually. • ASRs are measured only in business days. • LSRs will be evaluated according to the FOC interval categories shown in the "Standards" section below, based on the number of lines/services requested on the LSR or, where multiple LSRs from the same CLEC are related, based on the combined number of lines/services requested on the related LSRs. 	
<p>Reporting Period: One month</p>	<p>Unit of Measure: Percent</p>
<p>Reporting Comparisons: CLEC aggregate and individual CLEC results</p>	<p>Disaggregation Reporting: Statewide level (per multi-state system serving the state). Results for this indicator are reported as follows:</p> <ul style="list-style-type: none"> • PO-5A:* FOCs provided for <u>fully electronic</u> LSRs received via: <ul style="list-style-type: none"> – PO-5A-1 IMA – PO-5A-2 EDI • PO-5B:* FOCs provided for <u>electronic/manual</u> LSRs received via: <ul style="list-style-type: none"> – PO-5B-1 IMA – PO-5B-2 EDI • PO-5C: * FOCs provided for <u>manual</u> LSRs received via Facsimile. • PO-5D: FOCs provided for ASRs requesting LIS Trunks. <p>* Each of the PO-5A, PO-5B and PO-5C measurements listed above will be further disaggregated as follows:</p> <ul style="list-style-type: none"> – (a) FOCs provided for Resale services and UNE-P – (b) FOCs provided for Unbundled Loops and specified Unbundled Network Elements – (c) FOCs provided for LNP

PO-5 – Firm Order Confirmations (FOCs) On Time (continued)

Formula:

PO-5A - [Count of LSRs for which the original FOCs "(FOC Notification Date & Time) - (LSR received date/time (based on scheduled up time))" is within 20 minutes] / (Total Number of original FOC Notifications transmitted for the service category in the reporting period).

PO-5B, 5C & 5D - [Count of LSRs/ASRs for which the original FOCs "(FOC Notification Date & Time) - (Application Date & Time)" is within the intervals specified for the service category involved] / (Total Number of original FOC Notifications transmitted for the service category in the reporting period).

Exclusions:

- LSRs/ASRs involving individual case basis (ICB) handling based on quantities of lines, as specified in the "Standards" section below, or service/request types, deemed to be projects.
- Hours on Weekends and holidays. (Except for PO-5A which only excludes hours outside the scheduled up time).
- LSRs with CLEC-requested FOC arrangements different from standard FOC arrangements.
- Records with invalid product codes.
- Records missing data essential to the calculation of the measurement per the PID.
- Duplicate LSR numbers. (Exclusion to be eliminated upon implementation of IMA capability to disallow duplicate LSR #'s.)
- Invalid start/stop dates/times.

Additional PO-5D exclusion:

- Records with invalid application or confirmation dates.

PO-5 – Firm Order Confirmations (FOCs) On Time (continued)

Product Reporting:	Standards:															
<ul style="list-style-type: none"> • For PO-5A, -5B and -5C: <ul style="list-style-type: none"> (a) Resale services and UNE-P (POTS) (b) Unbundled Loops and specified Unbundled Network Elements. (c) LNP • For PO-5D: LIS Trunks. 	<ul style="list-style-type: none"> • For PO-5A (all): 	95% within 20 minutes <small>NOTE 2</small>														
	<ul style="list-style-type: none"> • For PO-5B (all): 	90% within standard FOC intervals (specified below)														
	<ul style="list-style-type: none"> • For PO-5C (manual): 	90% within standard FOC intervals specified below PLUS 24 hours <small>NOTE 3</small>														
	<ul style="list-style-type: none"> • For PO-5D (LIS Trunks): 	85% within eight business days														
<u>Standard FOC Intervals for PO-5B and PO-5C</u>																
<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th data-bbox="521 569 1214 611">Product Group <small>NOTE 1</small></th> <th data-bbox="1219 569 1375 611">FOC Interval</th> </tr> </thead> <tbody> <tr> <td data-bbox="521 611 1214 898"> Resale Residence and Business POTS 1-39 lines ISDN-Basic 1-10 lines Conversion As Is Adding/Changing features Add primary directory listing to established loop Add call appearance Centrex Non-Design 1-19 lines with no Common Block Configuration Centrex line feature changes/adds/removals (all) </td> <td data-bbox="1219 611 1375 898" style="text-align: center; vertical-align: middle;"> 24 hours </td> </tr> <tr> <td data-bbox="521 898 1214 928"> LNP 1-24 lines </td> <td data-bbox="1219 898 1375 928"></td> </tr> <tr> <td data-bbox="521 928 1214 1018"> Unbundled Loops 1-24 loops 2/4 Wire analog DS3 Capable </td> <td data-bbox="1219 928 1375 1018"></td> </tr> <tr> <td data-bbox="521 1018 1214 1075"> Sub-loop 1-24 sub-loops [included in product reporting group (b)] </td> <td data-bbox="1219 1018 1375 1075"></td> </tr> <tr> <td data-bbox="521 1075 1214 1136"> Shared-loop/Line-sharing 1-24 shared loops [included in product reporting group (b)] </td> <td data-bbox="1219 1075 1375 1136"></td> </tr> <tr> <td data-bbox="521 1136 1214 1226"> Unbundled Network Element-Platform (UNE-P POTS) UNE-P to UNE-P conversion and Resale to UNE-P conversion) 1-39 lines </td> <td data-bbox="1219 1136 1375 1226"></td> </tr> </tbody> </table>			Product Group <small>NOTE 1</small>	FOC Interval	Resale Residence and Business POTS 1-39 lines ISDN-Basic 1-10 lines Conversion As Is Adding/Changing features Add primary directory listing to established loop Add call appearance Centrex Non-Design 1-19 lines with no Common Block Configuration Centrex line feature changes/adds/removals (all)	24 hours	LNP 1-24 lines		Unbundled Loops 1-24 loops 2/4 Wire analog DS3 Capable		Sub-loop 1-24 sub-loops [included in product reporting group (b)]		Shared-loop/Line-sharing 1-24 shared loops [included in product reporting group (b)]		Unbundled Network Element-Platform (UNE-P POTS) UNE-P to UNE-P conversion and Resale to UNE-P conversion) 1-39 lines	
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Unbundled Network Element-Platform (UNE-P POTS) UNE-P to UNE-P conversion and Resale to UNE-P conversion) 1-39 lines																

PO-5 – Firm Order Confirmations (FOCs) On Time (continued)

	<p>Resale</p> <p>ISDN-Basic Conversion As Specified New Installs Address Changes Change to add Loop 1-10 lines</p> <p>ISDN-PRI (Facility) 1-3</p> <p>PBX 1-24 trunks</p> <p>DS0 or Voice Grade Equivalent 1-24</p> <p>DS1 Facility 1-24</p> <p>DS3 Facility 1-3</p>	<p>48 hours</p>
	<p>LNP 25-49 lines</p>	
	<p>Resale</p> <p>Centrex (including Centrex 21, Non-design, Centrex 21 Basic ISDN, Centrex-Plus, Centron, Centrex Primes) 1-10 lines</p> <ul style="list-style-type: none"> - With Common Block Configuration required - Initial establishment of Centrex CMS services - Tie lines or NARs activity - Subsequent to initial Common Block <p>Station lines Automatic Route Selection Uniform Call Distribution Additional numbers</p>	<p>72 hours</p>
	<p>Unbundled Loops with Facility Check 1 – 24 loops (NOTE 2, 3)</p> <ul style="list-style-type: none"> - 2/4 wire Non-loaded - ADSL compatible - ISDN capable - XDSL-I capable - DS1 capable 	
	<p>Resale</p> <p>ISDN-PRI (Trunks) 1-12 trunks</p>	<p>96 hours</p>
	<p>For PO-5D:</p> <p>LIS Trunks 1-240 trunk circuits</p>	<p>8 business days</p>
<p>Availability</p> <ul style="list-style-type: none"> • Available (except as noted below) • Under Development <ul style="list-style-type: none"> - Inclusion of Unbundled Loop with Facility Check – beginning with Sep 01 data on the Oct 01 report 	<p>Notes:</p> <ol style="list-style-type: none"> 1. LSRs with quantities above the highest number specified for each product type are considered ICB. 2. Unbundled Loop with Facility Check can be processed electronically; however, because this category always carries a 72-hour FOC interval the FOC results for this product will appear in PO-5B if received electronically or PO-5C if received manually. 3. Unbundled Loop with Facility Check will not add an additional 24 hours to the 72-hour interval if the LSR is submitted manually. 	

EXHIBIT 3

QWEST® COMMUNICATIONS

SERVICE INTERVAL GUIDE FOR RESALE AND INTERCONNECTION SERVICES

The Resale and Interconnection service guidelines contained herein are subject to change at anytime by QWEST. Please refer to the Web location (<http://www.qwest.com/wholesale/guides/sig/index.html>) for the most current copy.

QWEST® COMMUNICATIONS

Service Interval Guide for Resale and Interconnection Services

General Information (Continued)

- Regardless of the number of Access Service Requests (ASRs) or Local Service Requests (LSRs) submitted, the quantity used for determining the appropriate standard interval will be the sum of the quantities of requests for like service at the same address requested for turn-up on the same day.
- Designed Services require a three day or longer interval on all disconnect orders. This three day interval is established once a complete and accurate request for disconnect has been received. The disconnect date requested for Non-Designed Services must be the same day or later as the date the order is received. Wireless Type 2 and LIS services require a five day interval or longer on all disconnect orders once a complete and accurate request has been received.
- Definitions
 - **AS** - Affecting Service. Any other transmission conditions other than Out of Service (OOS) which impairs service, while still allowing calls to be made and received. [AS would typically include poor transmission, static on the line, intermittent cross-talk, etc.]
 - **FOC** - A Firm Order Confirmation is returned to the customer with the QWEST due date, which assumes that facilities/network capacity are in place.
 - **ICB** - Individual Case Basis. QWEST and the customer will negotiate the due date for larger quantities which will vary depending on circumstances such as facilities, project management, work group availability, etc.
 - **OOS** - Out of Service. The inability to make or receive local calls. [This pertains to voice grade communications. QWEST standards cannot assure data transmission of a particular level of quality on a voice grade line.]
 - **N/A** - Not Applicable
 - **TBD** - To Be Determined
 - **TN** - Telephone Number

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QWEST® COMMUNICATIONS

Service Interval Guide for Resale and Interconnection Services

Unbundled Services

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Product	Activity/Features	Services Ordered	FOC Guidelines	Installation Guidelines	Repair Guidelines
UNBUNDLED LOOP (UBL) 2-Wire Voice Grade (VG) Analog Loop		1 to 8 Lines	24 hours	Five (5) Business Day	24 hrs OOS 48 hrs AS
		9 to 16 Lines	24 hours	Six (6) Business Days	24 hrs OOS 48 hrs AS
		17 to 24 Lines	24 hours	Seven (7) Business Days	24 hrs OOS 48 hrs AS
		25 or more Lines	24 hours	ICB	24 hrs OOS 48 hrs AS

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Product	Activity/Features	Services Ordered	FOC Guidelines	Installation Guidelines	Repair Guidelines
UNBUNDLED LOOP (UBL) 4-Wire Voice Grade (V/G) Analog Loop		1 to 8 Lines	24 hours	Five (5) Business Days	4 hrs
		9 to 16 Lines	24 hours	Six (6) Business Days	4 hrs
		17 to 24 Lines	24 hours	Seven (7) Business Days	4 hrs
		25 or more Lines	192 hours	ICB	4 hrs

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Product	Activity/Features	Services Ordered	FOC Guidelines	Installation Guidelines	Repair Guidelines
UNBUNDLED LOOP (UBL)					
2-Wire / 4-Wire Non Loaded Loop		1 to 8 Lines No Conditioning Required	24 hours *	Five (5) Business Days	4 hrs
		1 to 8 Lines Conditioning Required	24 hours *	Fifteen (15) Business Days	N/A
		9 to 16 Lines No Conditioning Required	24 hours *	Six (6) Business Days	4 hrs
		9 to 16 Lines Conditioning Required	24 hours *	ICB	N/A
		17 to 24 Lines No Conditioning Required	24 hours *	Seven (7) Business Days	4 hrs
		17 to 24 Lines Conditioning Required	24 hours •	ICB	N/A
		25 or more Lines	192 hours *	ICB	4 hrs

* FOC may vary due to other agreements

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Product	Activity/Features	Services Ordered	FOC Guidelines	Installation Guidelines	Repair Guidelines
UNBUNDLED LOOP (UBI)		1 to 8 Lines	24 hours	Three (3) Business Day	24 hrs OOS 48 hrs AS
		9 to 16 Lines	24 hours	Three (3) Business Days	24 hrs OOS 48 hrs AS
		17 to 24 Lines	24 hours	Three (3) Business Days	24 hrs OOS 48 hrs AS
		25 or more Lines	24 hours	ICB	24 hrs OOS 48 hrs AS
Quickloop		1 to 8 Lines	24 hours	Three (3) Business Days	24 hrs OOS 48 hrs AS
		9 to 24 Lines	24 hours	Four (4) Business Days	24 hrs OOS 48 hrs AS
		25 or more Lines	ICB	ICB	24 hrs OOS 48 hrs AS

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Unbundled Services

Service Interval Guide for Resale and Interconnection Services

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Product	Activity/Features	Services Ordered	FOC Guidelines	Installation Guidelines	Repair Guidelines
UNBUNDLED LOOP (UBL)					
DS1 Capable Loop		1 to 24 Lines	24 hours	Nine (9) Business Days	4 hrs
		25 or more Lines	192 hours	ICB	4 hrs

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UNBUNDLED LOOP (UBL)					
DS3 Capable Loop		1 to 8 Lines	24 hours	Seven (7) Business Days	4 hrs
		9 to 16 Lines	24 hours	Eight (8) Business Days	4 hrs
		17 to 24 Lines	24 hours	Ten (10) Business Days	4 hrs
		25 or more Lines or if Conditioning is required	192 hours	ICB	

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Product	Activity/Features	Services Ordered	FOC Guidelines	Installation Guidelines	Repair Guidelines
UNBUNDLED LOOP (UBL)					
ADSL Compatible Loop		1 to 8 Lines No Conditioning Required	24 hours *	Five (5) Business Days	4 hrs
		1 to 8 Lines Conditioning Required	24 hours *	Fifteen (15) Business Days	N/A
		9 to 16 Lines No Conditioning Required	24 hours *	Six (6) Business Days	4 hrs
		9 to 16 Lines Conditioning Required	24 hours *	ICB	N/A
		17 to 24 Lines No Conditioning Required	24 hours *	Seven (7) Business Days	4 hrs
		17 to 24 Lines Conditioning Required	24 hours *	ICB	N/A
		25 or more Lines	192 hours *	ICB	4 hrs

* FOC may vary due to other agreements

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Unbundled Services

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Product	Activity/Features	Services Ordered	FOC Guidelines	Installation Guidelines	Repair Guidelines
UNBUNDLED LOOP (UBL)					
XDSL-I Capable Loop/ISDN-BRI Capable Loop		1 to 8 Lines No Conditioning Required	*	Five (5) Business Days	4 hrs
		1 to 8 Lines Conditioning Required	24 hours *	Fifteen (15) Business Days	N/A
		9 to 16 Lines No Conditioning Required	24 hours *	Six (6) Business Days/ICB	4 hrs
		9 to 16 Lines Conditioning Required	24 hours *	N/A	N/A
		17 to 24 Lines No Conditioning Required	24 hours *	Seven (7) Business Days	4 hrs
		17 to 24 Lines Conditioning Required	24 hours *	ICB	N/A
		25 or more Lines	192 hours *	ICB	4 hrs

* FOC may vary due to other agreements

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Product	Activity/Features	Services Ordered	FOC Guidelines	Installation Guidelines	Repair Guidelines
UNBUNDLED LOOP (UBL)					
OCn Capable Unbundled Loops		1 or more Lines	192 hours *	ICB	4 hrs
					N/A

* FOC may vary due to other agreements

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Product	Activity/Features	Services Ordered	FOC Guidelines	Installation Guidelines	Repair Guidelines
Shared Loop/Line Sharing			24 hours	Three (3) Business Days (effective 7-1-01)	24 hrs OSS 48 hrs AS
Shared Distribution Loop			24 hrs	Five (5) Business Days	24 hrs OOS 48 hrs AS
Line Splitting			24 hours	Central Office based, Three (3) Business Days (effective 7-1-01) Remote Based, Five (5) Business Days	24 hrs OOS 48 hrs AS
DS1 capable feeder loop			24 hours	See DS1 Capable Unbundled Loop	See DS1 Capable Unbundled Loop
2-wire analog/4-wire distribution Loop			24 hours	Two (2) Business Days	24 hrs OSS 48 hrs AS
Intra-Building Cable (IBC) 2 wire / 4 wire Qwest Dispatch			24 hours	Five (5) Business Days	24 hrs OSS 48 hrs AS

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Service Interval Guide for Resale and Interconnection Services

Unbundled Services

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Product	Activity/Features	Services Ordered	FOC Guidelines	Installation Guidelines	Repair Guidelines
Multi-Tenant Environment MTE – POI - Determine Cable Ownership	Determine who owns the cable at the MTE site		24 hours	10 days 5 days if CLEC provides info 2 days if Qwest has been at site before	
MTE-POI Inventory of CLEC Cable				5 days to create inventory	
MTE-POI Rearrangement of Facilities					
MTE-POI Construction of SPOI				ICB	

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EXHIBIT 4

QWEST PROPOSAL FOR COLORADO xDSL LOOP FOC TRIAL

Summary

Qwest hereby proposes that the parties to the Colorado 271 docket join in a Colorado trial to test the efficacy and benefits of changing Qwest's Firm Order Confirmation (FOC) processes with regard to 2/4 Wire Nonloaded Loops, ADSL Compatible Loops, ISDN Capable Loops and xDSL-I Capable Loops (collectively referred to as xDSL Loops). In particular, Qwest proposes to trial a xDSL Loop FOC for these loops instead of the current 24 hour FOC. The xDSL FOC entails Qwest doing additional work not included in the 24 hour FOC; specifically: (1) to confirm the availability of the requested loop by issuing the FOC after the design is complete, (2) confirming the due date and (3) issuing the FOC within 72 hours of the application date and time, (APP)¹. The proposed process mirrors the Qwest process for retail design and access services. Thus, the trial holds out the prospect for significant benefits to CLECs and competition, and Qwest encourages the Colorado parties to participate in it.

Reasons for Trial

From a legal perspective, because this process may vary from current contractual obligations and does vary from the PID negotiated between Qwest and CLECs in the Regional Oversight Committee (ROC) process, Qwest requests permission from the Colorado parties to employ it. Additionally, during the trial these xDSL orders will be eliminated from the Colorado PO-5 measure.

CLECs' Duties

Qwest asks that CLECs agree to trial this new process for a period of 2 months, starting March 1, 2001. Qwest also asks CLECs to meet with Qwest to discuss the

benefits of the process and ways to improve it. In addition, if the trial is a success, Qwest asks that the CLECs take the following steps:

1. Recommend in writing the new process to other Colorado CLECs; and
2. Jointly recommend with Qwest that we amend the PID for measure PO-5 (FOCs On Time) with regard to xDSL Loops

Description of Process

The following describes the xDSL FOC Trial:

1. Pre-order, CLEC should use the IMA Raw Loop Data Tool (RLDT) to determine whether an appropriate loop is available or conditioning is necessary. This will provide the CLEC with a preliminary indication of the need for conditioning and the 15 day interval.
2. CLEC then places an order using the LSR. On that order, depending on the information uncovered in RLDT, CLEC shall elect one of two options:
 - No Conditioning Approval and the standard service interval(i.e. 5 days), or
 - Conditioning Pre-Approved and the standard service interval (i.e. 5 days). For purposes of the trial Qwest, will accept the orders with a 5 day interval. However if the trial demonstrates that the loop make-up tools provide the CLECs with accurate information to make this determination, then the process will be changed so that the CLEC will request the 15 day interval when the LSR is issued.

¹ For purposes of this document the Application Date and Time will simply be referred to as the APP.

3. Once Qwest receives a complete and accurate LSR, it will access LFACS to attempt to assign pairs not in need of conditioning and create a design of the loop.²
 - If the facilities exists and a valid design is created, then
 - ✓ A FOC will be returned within 72 hours of the APP providing for a 5-day interval measured from the APP.
4. If facilities do not exist to create a valid design, Qwest will employ other methods, described in the attached 11 Step Process, to attempt to find an appropriate pair not in need of conditioning or, if no such pair exists, an appropriate pair that requires conditioning. The issues and question in the 11 Step Process will be reviewed each time, however not every step will apply to every situation.
 - If appropriate pairs and a design can be completed without the need for conditioning, then
 - ✓ A FOC will be returned within 72 hours of the APP providing for a 5-day interval measured from the APP.
 - If this process locates appropriate pairs in need of conditioning, then
 - ✓ If no pre-approval for conditioning was included on the LSR, Qwest will contact CLEC, according to CLEC specifications, and inform CLEC of the need for conditioning. If CLEC wishes to avail itself of conditioning, it must then submit a supplemental LSR with a "Y" in the SCA field, within 48 hours.

A FOC reflecting the new due date will be returned when the design is

² Qwest takes this step for CLECs because LFACS may reveal information not available through the RLDT, especially with regard to loops not already connected to a switch. The RLDT provides information from the Loop Qualification Database (LQDB), which in turn is derived from LFACS and other sources. But the LQDB covers only loops connected to a switch. LFACS, on the other hand, contains information for all facilities, even those not connected to a switch, but does not contain some of the information available through the RLDT, such as the results of the MLT. Qwest does not perform this step for Megabit orders.

complete and within 72 hours of the APP of the Supplemental LSR. The new DD will be by 15 days from the APP date of the Supplemental LSR. Absent submission of a Supplemental LSR, Qwest will reject the order through a rejection notice sent to CLEC.

- ✓ If conditioning was pre-approved, Qwest will return a FOC within 72 hours of APP with a due date consistent with the 15 business day interval measured from the APP.
- If no appropriate pairs were found at all, then
 - ✓ If the steps taken reveal that a facility build that would satisfy CLEC's order is scheduled, then a FOC will be issued when a "ready for service" date for the facility build is received.
 - ✓ If the steps taken reveal that there is no facility build scheduled that would satisfy CLEC's order, then Qwest will reject the order through a rejection notice sent to CLEC. This scenario also includes requests for copper loops but only pair gain is available.

Trial Tracking

1. Qwest will track the trial as follows:
 - The percent of FOCs returned in 72 hours. This tracking will mirror the PO-5 measurement except the interval will be 72 hours not 24 hours.
 - The percent of Due Dates met. This tracking will mirror OP-3 and DD met will mean that the DD returned on the FOC matches the Completion Date. The OP-3 exclusions will apply. Additionally Qwest will report the reasons that the DD was missed by the following categories:

1. Customer reasons
 2. Conditioning being identified after the FOC
 3. Other Qwest facility reasons
 4. Other Qwest non-facility reasons
- The Installation Interval. This tracking will mirror OP-4, except it will separate conditioned and non-conditioned loops. The OP-4 exclusions will apply.
 - The percent of orders that the Raw Loop Data tool correctly identified as needing to be conditioned. For the trial Qwest employees will access the IMA Raw Loop Data Tool for every Colorado xDSL order and using the data supplied determine if conditioning is required. The need for conditioning information will be stored for measurement purposes. Then upon completion the actual need for conditioning will be tracked in three categories: was the need to condition identified prior to the FOC, after the FOC but before the DD, or on the DD on test and turn-up.
 - The percent of orders that result in a cancellation notice rather than an FOC.
 - Data under these temporary metrics will be reported a monthly basis to all participating CLECs.
2. The Trial will be deemed a success if 90% of the FOCs accurately reflect a 5 day or 15 day interval.

Qwest will request that one hour be set aside during the Colorado Workshop scheduled for the week of February 19 to discuss the details of the proposed trial and to answer any

questions that your company may have about the trial. We sincerely hope to obtain 100% participation in the trial, which will yield performance data in advance of the 271 loop workshop. Unless a CLEC opts out of the trial they will be included. To opt out of the trial the CLEC must inform Qwest in writing through the formal workshop process. Based on past experience, the best success is obtained when uniform processes apply to all CLECs. Then all parties can use their experience from the trial to determine whether the FOC changes proposed by Qwest are sufficient or whether additional changes are necessary to meet competitive demands.

11 Step Process

1. PERFORM ASG SO TRANSACTION

- On the Assignment Service Order (ASG SO) screen, populate the Next: with E. This process will let the system try to reassign the order including Line Station Transfer (LST). This will re-execute the order within LFACS in an attempt to assign compatible facilities that recently became available.

2. REVIEW THE RMA

- Determine Service Type and any line quantity (LQTY) requirements. This will acquaint the Assignor with the specific requirements of the service request.
- Review the terminal ACP's, LST's attempted, and TEA remarks. This will acquaint the Assignor with limitations set within the LFACS database that could possibly be overridden to relieve facilities.
- If the Service Order request is for a 56/64 Kps, see Total Reach DDS Process.(Not available for Unbundled Loops) URL: <http://rock.uswc.uswest.com/CERep/57/0-4263857/Title.html>

3. INVESTIGATE THE RANGE OF FACILITIES

- Look for the presence of PC Counts, Fill Counts, Physical or Admin Capacity limits. This will acquaint the Assignor with limitations set within the LFACS database that could possibly be changed to relieve facilities.
- Investigate assignment and cross connect Restrictions. This will acquaint the Assignor with limitations set within the LFACS database that could possibly be changed to relieve facilities.
- Perform an inquiry OEC report LST increasing the number of LST steps to a maximum of 3.
- Look for cuts (LST's) to clear copper pairs or non-loaded pairs for your order. If a POTS customer is working on a "Conditioned pair", move the POTS customer from the "conditioned pair" to other facilities. The "conditioned pair" will then be assigned to the service request.

4. RUN HOMT RPT

- Investigate any spare/CT/CF/PCF pairs for status problems. This will discover pairs that may be stasured incorrectly within LFACS.
- If there is working service and Soft Dial Tone (SDT) at the same address, issue a SDT disconnect and assign the service order.
- Remove any Primary and Secondary commits (other than at an ENCAP) and assign the order. Primary and Secondary commit statuses will not allow the pairs to be used at other address. By removing the Primary/Secondary commit status we can allow the pairs to be assigned to another address.
- Investigate all SDT loops. If any appear at an address with working service - issue SDT disconnect. The SDT facilities can then be used for the Service Request.
- Investigate any defective pairs status "Working". If the cable pairs are not "working" remove the defective status and use the pair for the Service Request.

- Investigate validity of all restricted pairs. If the restrictions are no longer valid, use the pair for the Service Request.
 - Check current status of all past due orders and take appropriate action. Service order completion/cancellations sometimes fails to process correctly. This will identify potential spare facilities.
 - Run the pending order query (RPT PDL RGORD) against TEA and check current status of all pending orders. Service order completion/cancellations sometimes fails to process correctly. This will identify potential spare facilities.
 - Use OEC Chart to determine possible Pair Gain Card changes. (Existing Pair Gain Line Terminal status may not be compatible for the service request. If possible change the Pair Gain Card to a compatible status).
5. INVESTIGATE THE FACILITY ADDRESSES
- Investigate all Facility Addresses (perform an INQ Term transaction) for pairs that may have a status preventing it from being assigned.
 - Also investigate similar street addresses - (perform an INQ Term transaction) may have different directional or street names that are bogus that could release facilities.
6. INVESTIGATE MULTIPLE TERMINAL SITUATIONS
- Run Report ACR - check for "A and B" Terminals. (This will identify situations where cable counts appear in more than one terminal. If they "multiple", investigate the possibility of doing a LST to free up a cable pair within service requested terminal).
 - Perform Step 4 for all multiple terminals.
 - Investigate LST candidates that are not assignable by auto flow of the system. (If the ACP setting for LSTs is set below "3", Perform the RPT LST with a setting of "3" to identify assignable LSTs).
7. LOOK FOR SOFT DIAL TONE BREAKS
- Use SDT aging policy.
8. CHECK FOR DEPLOYABILITY OF CENTRAL OFFICE UDC
- Is office equipped with UDC and are Spares available (See UDC Guidelines).
 - If the line on the order is an ADL, check Main line for UDC Compatibility.
9. CHECK FOR PAIR GAIN UDC DEPLOYMENT
- When encountering a F2 problem SLC96, DISC*S, SLC5, SLC2T, UISC, 96SL5, 96ISC, or 96DIS UDC's may be deployed on IPG or PG. You must have consecutive odd and even channels available.
 - When encountering a F1 problem SLC96, SLC5, or SLC2T UDC's may be deployed on IPG or PG. Look at the HOMT Report for a Defective even Channel. This should only be used when the terminal has less than 5% Defective Pairs per the HOMT Paddle Report. See SLC UDC Guidelines.
10. CLEAR DEFECTIVE PAIRS

- For F1 issues: If the terminal has 5% or greater Defective Pairs per the HOMT Paddle Report: Set Held and follow local practices for WFA/DO and Defective Pair issuance. If so, status the RTT Ticket DPR_TO_LNO with appropriate notes.
- For Fn issues: Follow local practices/agreements as to what will be a WFA/DO package. If so, status the RTT Ticket DPR_TO_LNO with appropriate notes.

11. TERMINAL ENLARGEMENT – Distribution Terminal Only

- If the terminal has less than 5% Defective Pairs per the HOMT Paddle Report: Determine if the Terminal Enlargement process can be used. If so, status the RTT Ticket REF_FS with appropriate notes. (This process should be used only for POTS service requests).

Scenario 1 –

Loop Type: 2-wire Non-Loaded
 SCA: Y, CLEC approves conditioning up front
 DDD: 5 days, the CLEC desired due date is 5 business days out.
 Conditioning: Loop does need to be conditioned
 Assumption: Qwest makes the 15 day conditioning DD.

Issue	CLEC No-72 Hour FOC	CLEC Has 72 Hour FOC	xDSL Trial
FOC	Within 24 hours CLEC receives an FOC with a 5 day due date. Then when need for conditioning is identified, the DD gets pushed out 15 days and another FOC is sent to the CLEC.	Within 72 hours CLEC receives an FOC with a DD measured out 15 days from the time we discovered conditioning was required.	Within 72 hours CLEC receives an FOC with a due date out 15 business days from the APP date.
FOC PO-5	Met	Not Included in Measure	Met
DD OP-3	Missed	Missed	Met

Scenario 2 –

Loop Type: 2-wire Non-Loaded
 SCA: Y, CLEC approves conditioning up front
 DDD: 5 days
 Conditioning: Loop does need to be conditioned
 Assumption: Qwest makes the 5 day conditioning interval.

Issue	CLEC No-72 Hour FOC	CLEC Has 72 Hour FOC	xDSL Trial
FOC	Within 24 hours CLEC receives an FOC with a 5 day due date.	Within 72 hours CLEC receives an FOC with a 5 day DD.	Within 72 hours CLEC receives an FOC with a 5 day due date.
FOC PID	Met	Excluded from the measure	Met
DD PID	Met	Missed	Met

Scenario 3 –

Loop Type: 2-wire Non-Loaded
 SCA: Y, CLEC approves conditioning up front
 DDD: 5 days, the CLEC desired due date is 5 business days out.
 Conditioning: No facilities exist to provision the loop
 Assumption: No growth job scheduled.

Issue	CLEC No-72 Hour FOC	CLEC Has 72 Hour FOC	xDSL Trial
FOC	Within 24 hours CLEC receives an FOC with a 5 day due date. Then when Qwest determines no facilities exist a jeopardy report is sent to the CLEC..	Within 72 hours CLEC may receive an FOC with a 5 day DD, or may receive a jeopardy notice that no facilities are available. The order still has the 5 day DD.	Within 72 hours CLEC receives a jeopardy notice that the order is pending engineering review. If no facilities are found then they receive a reject notice saying order cancelled for no facilities.
FOC PID	Met	Met	NA
DD PID	Missed	Missed	NA

EXHIBIT 5

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Report on Qwest Performance Measure Data Reconciliation for Arizona

I. Introduction

The Liberty Consulting Group (*Liberty*) conducted an audit of Qwest's performance measures for the ROC, and issued the final report from that audit on September 25, 2001. As an extension to the audit, and through its Change Request process, the ROC requested that Liberty conduct a "data validation to resolve any debates concerning the accuracy of performance data emanating from particular ROC PIDs." (ROC Change Request #20.) Certain CLECs have expressed concerns about the accuracy of Qwest's reported performance results as they relate to service that they have been receiving. The ROC decided to conduct this data reconciliation work in order to test those concerns. Liberty's performance measures audit applied to all of the ROC states with the exception of Arizona. Nevertheless, Liberty was requested to include Arizona in the scope of its data reconciliation work. This report provides the results of Liberty's review of Arizona data.

Liberty conducted multiple discussions with state commission personnel, Qwest, and the CLECs, in order to secure their comments on the scope and objectives for this test. Liberty has determined that the objective for the data reconciliation process solicited by the ROC should be to answer the following question:

Does any of the information provided by the participating CLECs demonstrate inaccuracy in Qwest's reporting of performance results under the measures defined in the PID?

The question presented is an important, but narrow one. It allowed the exclusion of activities that would have substantially expanded the scope of this test. For example, Liberty was not required to determine whether CLECs could reproduce Qwest's performance results with their own information, or what changes would be required to allow such recreation. There were also situations in which Liberty found that Qwest and a CLEC interpreted requirements differently or had different understandings of how interactions with Qwest or the information resulting from them should be treated. In those cases, Liberty did not seek to determine who was right and who was wrong, or who reflected the better practice. [Covad agrees that certain data differences flowed from Qwest's failure to communicate clearly how it measures its own performance. For example, Qwest utilizes a "reference date" to determine whether an order should be included in one month or the next for the OP measures. Of course, that determination was never provided to CLECs, was not disclosed in the Liberty PMA, nor, to the best of Covad's understanding, was there a TAG discussion as to whether Qwest was authorized to determine its denominator count utilizing a "reference date." Nonetheless, Liberty assumed Qwest's decision to use a "reference date" was correct. In this instance, therefore, Liberty did decide who was "right," and rendered an opinion consistent therewith when the parties' denominator differed.] Instead, Liberty's goal was to determine whether, in consideration of the requirements of the PID, Qwest's methods practices, or processes contained material error. Therefore, in the case of data discrepancies, Liberty required an affirmative showing of Qwest error or omission before issuing an exception or observation.

[-Liberty's requirement that a CLEC affirmatively prove that Qwest reported its performance incorrectly is a significant assumption that Liberty was never authorized to make. CR#20 Addendum required CLECs to identify a discrepancy and to provide evidence of what they believed to be an inaccuracy in Qwest's performance reporting (i.e., raw data). As pointed out by AT&T in its comments on CR#20, if Liberty identified a discrepancy, then the expectation was that Liberty would review the backup documentation to determine whether Qwest or the CLEC correctly/incorrectly coded or accounted for a particular order. Instead, it appears that Liberty placed the burden on CLECs first to identify a discrepancy and then to prove that Qwest's treatment of a particular order was incorrect, rather than requiring Qwest affirmatively to prove its treatment of an order was correct. The ramifications of Liberty's decision are profoundly troubling particularly when Covad, at least, uncovered numerous inconsistencies in Qwest's data environment, as well as instances in which Qwest's treatment of an order did not correspond with the PIDs or its technical manual on data collection and reporting under the PIDs.¹ Consequently, there is still a significant issue as to whether Qwest collects and then correctly and appropriately manipulates the data it then provides in the form of its monthly PID performance reports. This critical link continues to remain un-audited and likely will account for future data discrepancies.

Qwest bears the burden of proof as to its compliance with the competitive checklist established by Section 271 of the Act, and it does not appear that Liberty's approach is consistent with the allocation of the burden of proof identified in the Act.]

However, in order to make clear the details of its examination, Liberty has reported the cases where it found the information provided by the parties to be inconclusive.

In its comments on CR #20, AT&T described what it thought should be the process for what has been referred to as "data reconciliation," as follows:

- 1. The CLEC identifies what it believes are discrepancies between performance results it has produced and the performance results that Qwest has produced. The CLEC should identify the particular performance measurement in question and the evidence that lead the CLEC to conclude that a discrepancy exists.*
- 2. The auditor takes the CLECs information and confirms the existence of the discrepancy.*
- 3. After confirming the discrepancy, the auditor determines and identifies the source of the discrepancy.*
- 4. If the source of the discrepancy is the CLEC, the auditor will share its findings at a high level with the TAG. The specific details of the discrepancy shall be shared by the auditor privately with the specific CLEC.*

¹ The specific deficiencies identified by Covad have been submitted to the ACC and served on the parties to the Section 271 proceeding in Arizona.

5. *If the source of a discrepancy is Qwest and that discrepancy points to some problem with Qwest's raw data, the auditor shall create an Exception/Observation per the Exception and Observation process used in the ROC OSS test. In the Exception/Observation, the auditor will make recommendations as to whether the identified deficiency is likely to affect multiple services and/or multiple CLECs. The auditor will also identify what it believes is the period of time that Qwest may have been producing questionable performance results.*

6. *After the Exception/Observation has been created, it should follow the normal process for closure as would any other Exception or Observation.*

In general, the process described by AT&T reflected how the data reconciliation effort proceeded.

Three CLECs, Covad, WorldCom, and AT&T, chose to participate in data reconciliation. The participating CLECs had identified numerous discrepancies. However, some CLECs did not produce sufficient evidence to demonstrate that claimed discrepancies actually existed. In connection with this report, Liberty has separately supplied specific information about the CLECs' sources of discrepancies, as well as proprietary information concerning specific records and volumes. Liberty sought to prepare this report to inform the interested participants about the test and its results, without revealing confidential information. For example, the report generally refers to percentages of total orders instead of the actual number of orders. The specific performance measures and products that the participating CLECs wanted included in the data reconciliation, being widely known, were therefore not considered proprietary.

[Covad questions how this can be the case in light of the significant discrepancies in the numerators and denominators identified by Qwest, on the one hand, and CLECs, on the other hand. As all parties agreed during the sub-committee calls to discuss CR#20, a discrepancy between the numerator and the denominator (backed up by raw data documenting the discrepancy) was sufficient to permit a CLEC to invoke the reconciliation process. Liberty's point, therefore, appears actually to be directed at whether the CLEC not only demonstrated that the parties' data was different as to application, FOC receipt, completion date, etc., but also to prove affirmatively that Qwest's treatment of an order was incorrect. As set forth above, Covad questions Liberty's decision to shift the burden of proof onto the CLECs and not to assume that the CLECs' data was equally correct unless affirmatively proved incorrect by Qwest.]

As an indirect result of its data reconciliation work for the state of Arizona, Liberty will be issuing one Exception Report on performance measure OP-15. The discovery of the problem described below and in the forthcoming Exception Report did not result from information provided by CLECs, but rather was the result of Liberty's review of Qwest's information during data reconciliation.

Qwest, the CLECs, and Liberty spent significant time and effort resolving the specific scope of the performance measures to be included in data reconciliation. It took considerable added effort to digest and process the information provided by CLECs and match it with data provided by Qwest. Liberty began this data reconciliation test with a significantly greater familiarity with the structure and nature of the Qwest data, with which Liberty worked extensively during earlier

audit activities. Gaining a similar kind of familiarity with CLEC data structure and content formed a more significant than expected part of this test. During the course of its data reconciliation test work, Liberty was able to match a significant portion of the apparently contradictory data presented by CLECs and Qwest. This success in data matching was important, but the discrepancies remained very large even after it was completed.

This first report by Liberty on data reconciliation addresses only Arizona data. A test of data from other states is within the current scope of the work. Liberty considers important aspects of the results of Liberty's review for Arizona to apply to other states. Liberty provides recommendations in this report about how data reconciliation testing might best proceed in other states, given such applicability.

On November 19, 2001, Liberty issued a status report to each of the CLECs and Qwest on the Arizona data reconciliation. Liberty reviewed and considered comments on the limited analysis results that were included in those status reports in reaching the results presented in this report.

II. Overall Summary of Findings

This report presents more detailed, non-confidential results in later sections that are organized by CLEC. This section provides Liberty's overall conclusions, which have been formed on the basis of completing the first of the states included in the current scope of the reconciliation effort.

Given the way that CLECs captured data and accounted for information related to Qwest's wholesale performance measures, concerns about the accuracy of Qwest reporting are understandable.

It is understandable that CLECs record data relevant to performance measure results in ways that best suit their own operational and management needs and their information system capabilities. They have not had substantial reason to ensure that their recording and processing of data coincide exactly with that reported by Qwest, although the potential for adoption of the QPAP in the future will make commonality much more important. Detailed data matching concerns, such as which records are included and excluded, what time-of-day clock to use, and the like, simply have not been matters of immediate concern heretofore.

In some cases the CLECs do not have the systems required to track performance measure results at the level of detail required of Qwest, which must take measurements in strict accord with the requirements of the PID's approximately 700 sub-measures. Some CLECs even use multiple and different data management systems to support their own internal operations. For the most part, Liberty found that the participating CLECs' personnel are not familiar with all of the details of how performance data are captured, processed, and ultimately reported by Qwest.

[The clear implication of the first two sentences of this paragraph is that there is some deficiency or error in the CLEC data and reporting systems. Setting aside the accuracy of Liberty's statements², the issue is not whether the parties utilize different reporting methods or data environments, but rather how, if at all, such differences impact the performance data reported by each party. Covad anticipated that a significant benefit of the Liberty reconciliation would be the production of precisely this type of information. However, it does not appear that such benefit will be realized.]

[With respect to the lack of information provided by Qwest regarding its processes, as set forth above, Covad agrees that a significant problem is that Qwest has not, to date, disclosed a great deal of information regarding its collection, manipulation and reporting processes that would permit greater alignment of the data reported by Qwest and CLECs. The concern that Covad has is whether there will ever be close scrutiny of Qwest's processes for coding/manipulating raw data for purposes of performance reporting under the PIDs. In the case of OP-5, for example, such information will never be provided because Qwest apparently cannot produce the underlying data.]

² Covad notes in this regard that it utilizes only one, single OSS system.

The information provided by CLECs for the state of Arizona did not demonstrate that Qwest reports of its performance are materially inaccurate.

In the course of its data reconciliation work to date, Liberty found that Qwest did make some errors that affected performance results. However, those errors were generally either (a) of the kind and at levels to be expected at the front end of the performance measurement process, where people must manually enter vast amounts of information, or (b) appeared to be honest errors in judgment. The amount of these errors in relation to the total amount of information required for the performance measures did not exceed what Liberty considers to be expected levels, even under a carefully operated set of measurement activities. Moreover, there was no evidence that Qwest purposely took steps to make its performance figures appear better than it actually was. With the exception of a programming problem associated with measure OP-15 and a failure to report a group of Firm Order Confirmations in June 2001, the errors were not systemic, nor did they apply to a significant percentage of the performance measure results.

[First, Covad is greatly concerned by the fact that Liberty presumes that a certain degree of inaccuracy is acceptable and that CLEC information illustrating inaccuracies or errors therefore is irrelevant. Equally egregious is Liberty's assumption that it is acceptable for the CLEC to bear the cost of these inaccuracies either in the form of uncompensated poor wholesale performance under the QPAP or by incurring the cost of a reconciliation/mini-audit/audit under the QPAP due to performance differences. Second, by accepting errors as common -- if "honest" or inadvertent -- practice, Liberty tacitly permits a corruption of the data environment. Not only does performance get misreported, but also it may be excluded since Qwest's data has an exception for invalid fields and excludes them from its PID calculations. Third, regardless of the intent underlying an error in the data, the outcome is the same -- inaccurate performance data.]

The results of Liberty's Arizona data reconciliation work should influence decisions about the scope and methods of the remaining data reconciliation work.

Liberty has identified what it considers to be generically applicable reasons for large portions of the discrepancies between Qwest and CLEC performance data. Future data reconciliation work would be expedited if it does not have to examine for other states what Liberty expects to be very substantial amounts of data whose discrepancies have the same underlying causes. The dedication of resources and the level of detail of information that is required on the part of CLECs to participate meaningfully in data reconciliation is certainly much better understood now that the Arizona work has been undertaken. CLECs need to determine whether they can commit the resources and produce the information required for the scope of work planned. Finally, there may be differences in the ways that Qwest performs in various parts of its region. Future reconciliation work should attempt to focus on those performance aspects that could result in differences from the Arizona findings.

III. Results of Data Reconciliation – AT&T

A. Introduction

After some discussion between the parties, it was ultimately determined that the following performance measures were to be reconciled:

- The denominator of PO-5A, B, and C combined for unbundled loops (UBL).
- The denominator of PO-5D for Local Interconnection Service (LIS) trunks.
- The numerator and denominator of OP-3D and E combined for unbundled loops and for LIS Trunks.
- The numerator and denominator of OP-4D and E combined for unbundled loops and for LIS Trunks.
- The numerator and denominator of OP-6A and OP-6B for unbundled loops and for LIS Trunks.
- The numerator and denominator of OP-13A and OP-13B for unbundled loops.
- The numerator and denominator of OP-15A and OP-15B for LIS Trunks.

For unbundled loops, the period to be reconciled is April 2001 through June 2001.

The LIS Trunks reconciliation period was from January 2001 through June 2001. Qwest stated, however, that it did not report CLEC-specific state results for LIS Trunks for OP-15 for January or February; therefore, Liberty could not reconcile data for those months. In addition, Qwest was unable to provide the data necessary to reconcile OP-15 for LIS Trunks for May; therefore, data for that month could not be reconciled.

In addition, Liberty was to compare the unbundled loop trouble tickets provided by AT&T with the trouble tickets provided by Qwest. Where Liberty had data about a trouble ticket from both parties, Liberty was to compare the repair intervals reported by the two parties. In addition, Liberty was to analyze situations identified by AT&T where AT&T found one trouble ticket, but where more than one Qwest trouble ticket applied.

Liberty received data both from Qwest and from AT&T. Liberty initially received from Qwest: (a) data files containing information on the records actually used in the measurement, and (b) those records that Qwest had excluded. Qwest provided one file for each state/product/measure combination. These data allowed Liberty to determine the records that Qwest believed should be included in each measure. Liberty could also replicate the numerators and denominators in Qwest's reported performance results.

AT&T initially provided for each state files by product containing the records it believed were relevant. AT&T also provided hardcopies of the source documents for its records (*i.e.*, UBL service orders, LIS trunk service orders, and trouble tickets). Liberty needed to know those records that AT&T believed should be included in the numerators and denominators of each measure so that Liberty could reconcile the sets of data from the two parties. Liberty therefore

requested that AT&T provide this information. AT&T did so, and provided the actual data files used to calculate the performance measure results it believed to be correct.

After the scope of the reconciliation was agreed upon and after Liberty received comparable data from both parties, Liberty began its analysis by matching the parties' data files. Liberty identified records where the parties agreed (so that no reconciliation was necessary), cases where one party included a record but the other party did not, and records where both parties included the record in the denominator, but disagreed about the numerator.

Liberty then analyzed the discrepant records. If Liberty could reach a decision about how the record should be treated by using the available information, Liberty did so. If more information was required, Liberty submitted data requests to one or both parties (as agreed among the parties, Liberty copied each party on the data requests submitted to the other). Liberty was sometimes able to use the information in the analyses provided by Qwest in lieu of sending data requests to Qwest.

For each record analyzed, Liberty reached one of six conclusions, as follows:

1. Qwest and AT&T agreed on the treatment of the record
2. Qwest incorrectly included, excluded, or otherwise treated the record in the measure
3. Qwest's reporting of the record was correct
4. AT&T did not provide any information to demonstrate that Qwest's treatment of the record was incorrect
5. There was no actual discrepancy between the parties, (e.g., cases where some analysis is required to demonstrate that there is no discrepancy)
6. The information available on the record was inconclusive or conflicting in a way that prevented reconciliation.

B. Reconciliation Issues

There was little apparent agreement between the companies at the initial stages of the reconciliation. For example, for LIS Trunks, AT&T and Qwest agreed on both the numerator and denominator for OP-3 for only 9 percent of the orders under consideration. OP-4, which has an interval numerator rather than a miss/met numerator like OP-3, showed even less agreement (6 percent). After some investigation and analysis, Liberty found, by determining that some records fell into category #5 above, that there was only a slightly higher level of agreement. However, Liberty determined that only a few issues that accounted for much of the discrepancy.

Service Order Completion Date

For LIS Trunks, Liberty found that Qwest and AT&T have different operational definitions of when an order is considered to be completed. In most instances, AT&T views the order as

completed earlier than Qwest does. AT&T believes the order is completed when a first test is done, but Qwest does not consider it completed until an additional test is completed as well. For many orders a due date is established; i.e., the date by which both parties expect to complete the order. When a test is successfully completed on that due date, AT&T considers the order completed. AT&T therefore includes the order in the relevant performance measures as completed on the date of that test. However, Qwest believes another test is necessary; i.e., a test for which AT&T is often not ready on the due date. Accordingly, Qwest classifies the order completion as having been missed for customer reasons, and therefore excludes it from many measure results. This disagreement about the meaning of order completion accounts for significant numbers of discrepancies between the parties. For example, it accounts for a third of the LIS trunk denominator discrepancies between the parties for OP-3 for the months of January to June.

Both AT&T and Qwest have reasonable justifications for their definitions of order completion. Their difference is an operational one, which cannot be resolved in either party's favor by referring to the language of the PID. Liberty did not consider this test as including a Liberty determination of which company applied the better or most correct operational interpretation. Rather, Liberty sought to determine whether Qwest's approach was out of conformity with the PID. Liberty concluded that Qwest's definition and use of a service order completion date could not be judged to be out of conformance with the PID.

The parties' differing interpretations of the term *completion date* appears to be limited to LIS trunk orders. Liberty did not find that this difference affected results for loops. However, it is possible that a similar difference could cause differing results for other products.

Data Processing Error

Liberty's analysis of LIS Trunks disclosed that many orders being reported in OP-15 did not appear to be Qwest "misses," even according to Qwest's own data. The cause of the problem was a data transfer error. The Detailed Data Set that Qwest uses for the OP-15 measure incorporates data from the Integrated Data Repository (IDR) Pending data source. One extremely important piece of this data is the miss code, which determines whether the order will be included in OP-15, and whether it will be included in OP-15A or OP-15B. LIS Trunks constitute a designed service; therefore, they have three-digit miss codes. Misses for customer reasons begin with the letter "C." For example, C01 is the miss code for the category of "Customer Not Ready." During the data transfer step, the third digit of the miss code was often (although not always) being truncated. The Wholesale Regulatory Reporting program looks up the code in a miss code table in order to determine how the order should be handled. If it fails to find the code, it establishes Qwest as the default cause of the miss. Therefore, all of the LIS trunk orders showing two digit miss codes were being reported as Qwest misses, even though not all of them were. Qwest has stated that it knew about the problem, and has already fixed it, but the performance reports for the months being reconciled, and the data provided by Qwest that generated them, contained this error. Liberty will issue an Exception Report addressing this issue. The problem occurred in about half of the LIS Trunk service orders.

This problem could exist (for the period being reconciled) for designed services other than LIS Trunks. Accordingly, an investigation would be appropriate to determine exactly the full range of products affected, and the months involved.

Use of Reference Date

Several performance measures use the number of orders completed in the reporting period as the denominator. Qwest's service order database does not contain a real-time picture of service order activity. Liberty's review during the performance measures audit showed that records are updated close to the time of the activity involved, such as completion; however, there is usually a lag of a couple of days. If the performance measures used only the report month, Qwest could miss a substantial amount of activity. Qwest solved this potential problem by calculating measures for records in which the database reference date is the reporting month. This method helps ensure that all records are reported, but may cause orders that are completed in one month to be reported in a later calendar month. Liberty does not consider this problem to be a material one, because:

- Every order is eventually accounted for
- The process is well-defined and applied consistently
- The overall impact (including an order in a future month's performance report) is minimal.

However, a CLEC would not know the reference date; it would only know the actual date of completion. The reference date matter accounted for about 11 percent of the LIS Trunk discrepancies and for nearly 6 percent of the discrepancies between AT&T and Qwest for OP-3, unbundled loops, for April 2001.

This reference date issue affects all products.

Changed Due Dates

Qwest and AT&T have differing views on how a service order for unbundled loops should be treated in performance measures in those cases where AT&T has changed the due date on the order. In every case where AT&T changed the due date after the order reached a certain stage in the process, Qwest treated the order as ineligible for inclusion in the OP measures. AT&T, on the other hand, only excluded an order if it changed the due date on the due date itself; it regarded these orders to be the ones whose due dates were missed due to for AT&T-caused reasons. If AT&T changed the due date at any earlier time, it did not exclude the order (at least for a reason related to the changed due date). This difference accounted for about a quarter of the OP-3 unbundled loop discrepancies and for a smaller percentage of the LIS Trunk discrepancies between Qwest and AT&T.

This issue is not applicable under the current Qwest method for calculating performance measures. Version 4.0 of the ROC PID changed the method of accounting for customer-requested changes in the due date. Qwest now reports those orders against an "Applicable Due Date," instead of the original due date. In earlier versions of the PID, Qwest measured against the original due date and it judged as ineligible orders for which the customer requested a later due date. The earlier PID did not explicitly allow this exclusion; its language said "customer requested a later due date when the technician arrived to do the work." Qwest interpreted the exclusion more liberally than this phrasing would allow. While it may seem unrealistic to hold

Qwest to an original due date in every case that its customer requested a later one, Qwest was in violation of the precise language that had been contained in the PID.

Missed Due Dates

Qwest and AT&T have differing views on which orders should be excluded from OP-3, OP-4, and OP-6 on the grounds of customer-caused missed due dates. Qwest excludes every order that has a missed due date for any customer (i.e., AT&T) reason. AT&T states that it attempts to exclude only those orders that have missed due dates for the specific reasons stated in the PID. Unlike the changed due date issue discussed above, this distinction did not constitute a major source of the discrepancies between the parties.

Firm Order Confirmations (FOCs)

Several issues caused a vast difference between what Qwest reported and what AT&T thought should be reported. First, AT&T counted multiple FOCs for PONs that included several orders and only one FOC. Second, AT&T did not capture FOCs for disconnect orders, cancelled orders, and change orders. Finally, for the month of June 2001, Qwest failed to report the first order of FOCs that contained multiple orders. Qwest had already reported this problem in its October 5, 2001, summary of notes to the regional results report. Liberty is still considering whether that notification was sufficient.

These matters accounted for practically all of the discrepancies between AT&T and Qwest in the PO-5 denominator for unbundled loops. Qwest's and AT&T's initial submittal showed that only 11 percent of their records matched. Qwest's reporting problem in June caused 5 percent of the total records and 11 percent of the records for June to be in error. It was not clear which company was in error for 8 percent of the records.

Liberty found vastly higher matching of records in the case of LIS Trunks. Qwest and AT&T at the outset agreed on the denominator in 70 percent of the cases. About 36 percent of the apparent discrepancies were ultimately not real discrepancies at all. Liberty found that Qwest had incorrectly reported on less than 3 percent of the records.

Hot Cuts

OP-13A measures the percentage of loop hot cuts completed on time. This measure reflected considerable agreement between Qwest and AT&T, but even in this case, only 73 percent of the records initially agreed. Another 8 percent of those that did not match initially were found to be duplicates. Of the discrepancies that existed, Liberty found that 6 percent fell into the "inconclusive" category. These cases were instances where Qwest and AT&T disagreed on whether the cut was completed on time. The recorded start and stop times for the two companies varied. The place of most disagreement was the recorded start times for the cut, but even there most of the cases varied by less than one hour. There was no evident procedural or systemic reason that would support a conclusion that either company was routinely recording times earlier or later than the other was. In summary, while reported times varied, the information provided by AT&T did not show that Qwest was making any attempt to shorten the cut interval for the purpose of improving reported hot cut performance. In several cases, Qwest's reported interval was greater than the one recorded by AT&T. It appeared that AT&T might have considered the

cut to be a "miss" if the total elapsed time was greater than one hour. However, the PID actually allows two hours for cuts involving 16 or fewer lines. Liberty requested more detailed log information to support its recorded times in selected cases. Qwest did not provide a response in time for inclusion in this report.

C. Reconciliation Results

Liberty has prepared spreadsheets showing the results of its analysis of the AT&T data. These documents contain information that is proprietary to AT&T; therefore, Liberty has made a very limited distribution of the spreadsheets. The following paragraphs provide a summary description of the results shown in greater detail in the spreadsheets.

For LIS Trunks and OP-3, Liberty found that Qwest and AT&T agreed on the treatment of 9 percent of the orders, that Qwest clearly treated the order correctly in 73 percent of the orders, that AT&T's information did not show that Qwest was incorrect in 12 percent of the orders, and that 6 percent of the orders demonstrated inconclusive results. For OP-4, the percentages were the same, except that the parties agreed on only 6 percent and the number of inconclusive orders was 9 percent.

For unbundled loops and OP-3, Qwest and AT&T agreed on the treatment of 64 percent of the orders. Liberty concluded that Qwest was in error on 1 percent of the total, that in 19 percent of the total Qwest was either clearly correct or AT&T's information did not show Qwest to be incorrect, that 11 percent of the orders fell into a category of not actually being a discrepancy, and that the results for 5 percent of the orders were inconclusive.

Qwest Errors

In addition to the programming problem for OP-15 and the June 2001 incomplete reporting of FOCs for PO-5, the clear errors made by Qwest were minimal. Liberty found a small number of service orders for which Qwest incorrectly classified a customer-caused miss. It may be that some of the items that Liberty classified as inconclusive could have the same type of problem, as many of the items carried a Qwest-designated customer miss code.

D. Trouble Tickets

Liberty's work scope included a review of AT&T's and Qwest's Arizona trouble ticket data for unbundled loop products for the April to June 2001 period. Liberty conducted this review to determine whether Qwest had correctly reported its performance measures, particularly MR-6 – Mean Time to Repair (*MTTR*). Liberty received summary information in spreadsheet form from both parties, as well as a hard copy of many of the AT&T and Qwest trouble tickets.³

³ In its spreadsheets, Qwest provided data including, among other things, trouble ticket number, product code, repair duration, and received date; there were no clear dates or start/stop times provided. AT&T provided, for each of its own trouble tickets, the corresponding Qwest trouble ticket number(s), the open and restore date and time of the Qwest tickets, and a short description of the problem and treatment by Qwest.

Liberty identified several issues in its preliminary analysis:

- There was a large discrepancy in the population of “relevant” trouble tickets provided by each party.
- In many cases, AT&T had logged more than one Qwest trouble ticket number in connection with a single AT&T repair request.
- In no case did the MTTR or repair duration recorded by each party match.

There was a significant disparity in the population of relevant Qwest trouble ticket numbers that each party provided. Approximately 60 percent of the Qwest ticket numbers in each party’s data set matched; the balance did not appear in the other party’s data. Liberty confined its analysis to those Qwest trouble ticket numbers found in both data sets.⁴

Roughly 15 percent of AT&T repair orders had multiple, *i.e.*, between two and six, Qwest ticket numbers associated with them. Two main reasons explain why Qwest assigned more than one ticket number to an AT&T repair order:

- The AT&T repair order included two or more different circuits, which were subsequently assigned separate Qwest trouble ticket numbers.
- There was more than one repair performed on the given circuits, and these repairs were performed on different days. Qwest typically opened and closed the original tickets and opened new ones for the later repairs.

The primary reasons for opening multiple Qwest trouble tickets on an AT&T service request arise from procedural differences between the parties. CLECs are permitted to bundle repair requests, provided that the repairs are for the same customer and location. Qwest, on the other hand, splits the repairs into separate trouble tickets in order to allow proper calculation of billing adjustments for individual circuits. While individual trouble tickets on a given problem may be opened and closed by Qwest, AT&T may have reasons (*e.g.*, recurring, intermittent service problems) to keep a trouble ticket with its own customer open. Should AT&T wish to pursue a matter on an open AT&T ticket, Qwest would have to open new tickets. From AT&T’s perspective, there would thus be more than one Qwest ticket number for an AT&T ticket.

Liberty developed a summary chart itemizing the reason for multiple Qwest tickets, and submitted it to AT&T for comments. AT&T ultimately agreed with Liberty’s analysis in one-third of the cases. For the others, AT&T questioned how specific situations were treated in the performance measures. Specific situations raised by AT&T included:

⁴ Liberty did not attempt to isolate the reasons for the discrepancy, but during the course of its analysis identified some possible explanations. Liberty found that some of the ticket numbers provided by AT&T were for dates outside the April to June 2001 period, and some appeared to contain typographical errors (since Qwest was able to locate relevant tickets with similar numbers).

- When a trouble ticket is opened and closed but the AT&T customer remains down and another trouble ticket is required to restore service (*i.e.*, more than one Qwest trouble ticket is required to solve an AT&T customer's problem)
- When a reported trouble contains two circuits, each having different problems
- When a trouble is repaired incorrectly or incompletely
- When the wrong circuit is either repaired or reported (*i.e.*, a records error by either party)
- When a trouble ticket is opened to test a repair just made
- When a trouble ticket is closed incorrectly to "no trouble found" (NTF)
- Subsequent or "tracking" tickets.

Liberty examined each of the trouble tickets in question, and subsequently reviewed them with Qwest in detail. Qwest uses guidelines set forth in its business requirements documents to guide the opening and restoring of trouble tickets. Specifically:

- Multiple circuits on one CLEC repair request are split to separate Qwest tickets.
- A ticket is closed upon consent of the CLEC; if the problem remains after a ticket is restored, then a new ticket must be opened.⁵
- All trouble tickets are included in the population of relevant trouble tickets used to calculate performance measures, except those with trouble codes related to customer or carrier equipment and information tickets, (CPE, IEC, and INFO, which explains why some tickets appeared in AT&T's data but not in Qwest's data, because Qwest provided only tickets used to derive the reported measures).
- "No access" time is subtracted out of MTTR under the PID.
- Subsequent tickets are not included in the measure under the PID.
- Trouble reports on products under "retail tariffs"⁶ are included in retail performance measures, rather than in the wholesale measures.

The PID does not require distinct measurements to reflect the "quality" of a repair. The fact that a repair may have been made incorrectly, or that multiple attempts were required before the repair was completed is irrelevant; each repair that does not involve a CPE, IEC or INFO (which

⁵ According to Qwest, it gets approval from the CLEC before closing a ticket and records the name of the person giving such approval. If the CLEC requests that Qwest hold a ticket open and there is no further action 24 hours later, Qwest closes the ticket back to the restore time.

⁶ Qwest indicated that some AT&T customers' products are under the wholesale tariff and some are not; only those under the wholesale tariff are included in the wholesale measures.

includes "test assist") trouble is included in the MR-6 measure.⁷ When the wrong circuit is reported or repaired, regardless of which party made the error, the ticket is typically closed to CPE or INFO, and subsequently excluded from the performance measures.

Trouble tickets restored with a trouble code of NTF (no trouble found) are included in the performance measures, as the PID requires. Liberty found, however, that there was some judgment being applied in the assignment of trouble codes. "No trouble found" was closed to NTF in some cases and to CPE in other cases. According to its guidelines, if Qwest tested and found no circuit problem, then it would close the ticket to NTF. However, if additional available information indicated that the trouble was on the CLEC's side (e.g., the customer identifying the wrong circuit or that the trouble was actually on the customer's side), then Qwest would close the ticket to CPE.⁸ In the former case, the ticket would be included in the measure; in the latter case, it would not.

Liberty found that, for each of the trouble tickets in question, Qwest handled its trouble tickets consistently with its stated procedures and with the PID. Liberty did, however, find human errors in the coding for roughly 4 percent of the tickets. Specifically, tickets that apparently involved repair work were closed to CPE or INFO, and incorrectly excluded from the measure. Liberty believes that the magnitude of these errors was not sufficient to affect materially the Qwest-reported results. Liberty has concluded that Qwest had handled the repair tickets correctly during the time period, and found no reason to conclude that it had reported its performance incorrectly.

The MTTR reported by AT&T on a given Qwest trouble ticket never matched the duration for the ticket reported by Qwest. For 59 percent of the tickets, the durations differed by more than 1 hour; for 30 percent, the durations differed by more than 12 hours. In a few cases, Qwest had actually recorded a longer MTTR than did AT&T, but in the majority of cases, the time recorded by AT&T was significantly longer than that recorded by Qwest.

Liberty submitted a data request to Qwest asking it to provide: (a) explanations for the difference in duration for a 10 percent sample of trouble tickets, and (b) copies of some of the individual tickets. Liberty found that:

- The disparity in durations ranged from 3 minutes to over 9 days.
- There was an apparent 3-hour difference between the system clock used by Qwest and that of AT&T (Liberty therefore assumed this difference to be a constant throughout its analysis).
- In 77 percent of the cases, Qwest and AT&T had recorded the same (or roughly the same) open time for the ticket.

⁷ The differences would instead manifest themselves in the relative performance of each company. For example, if AT&T kept its own trouble ticket number open while Qwest opened and closed tickets more than once, AT&T's MTTR would be longer than Qwest's, but Qwest's repeat trouble rate would be higher.

⁸ According to Qwest, at one time all of these tickets were restored as NTF, but this policy changed 2-3 years ago, and they began making this distinction between NTF and CPE.

- In only 23 percent of the cases, Qwest and AT&T had recorded the same (or roughly the same) open and restore time for the ticket.
- In 77 percent of the cases, Qwest had at some point during the repair “no access” time that AT&T did not remove from its MTTR.

Liberty was not able to fully explain the differences in open or restore times. According to Qwest, the times associated with a given ticket are assigned by its system automatically. AT&T’s log entries are reportedly made manually. Liberty reviewed AT&T’s log entries, and found that AT&T did not always record precisely the times associated with the Qwest tickets; rather its focus appeared to be geared more to recording interactions with its own customers. Absent other evidence, therefore, Liberty has concluded that there is not a basis for concluding that Qwest’s start and restore times were inaccurate.

Much of the discrepancy in MTTR between the parties can be explained the fact that AT&T did not subtract “no access” time from the ticket durations provided to Liberty. The differences in restore time noted above arise from the fact that AT&T did not restate tickets back to the appropriate time to account for this “stop clock” time. The fact that AT&T did not typically capture accurate “clock stop” information on its log entries, meant that Liberty could not validate the length of the “no access” times reported by Qwest. Absent other evidence, Liberty has concluded that there is not a basis for concluding that Qwest’s no access time, and therefore MTTR, are inaccurate. During its review of Qwest’s tickets, Liberty did, however, find a mistake. Qwest improperly subtracted “clock stop” time when it was unwarranted. Liberty found few errors of this type; they were not frequent enough or significant enough in magnitude to affect materially Qwest-reported results.

IV. Results of Data Reconciliation – Covad and WorldCom

A. Covad

Covad initially requested an audit of the disaggregated line sharing and unbundled 2-wire non-loaded loop numerators and denominators for OP-4, OP-5, MR-3, MR-5, MR-6, and PO-5 for the months of May, June, and July 2001. After its own analysis, Qwest indicated that OP-5 was not auditable because the data used to calculate it originated from too many sources to permit a record-by-record reconciliation. Qwest and Covad could not produce data with a common field, which would be necessary to permit reconciliation of the maintenance and repair measures.

[With respect to OP-5, Covad finds it incredible that Liberty expresses no concern whatsoever regarding Qwest's inability to provide the data underlying its OP-5 performance reporting. Because of its purported inability to produce this data, Qwest is free to report any performance it likes under OP-5 without repercussion or fear that any CLEC or Commission will ever be able to challenge Qwest's reported OP-5 performance. From Covad's perspective, Qwest's alleged inability to produce this data renders all of its OP-5 performance data invalid and lacking any indicia of reliability.]

[With respect to Qwest's inability to reconcile MR-3 and MR-6, Covad questions the accuracy of this statement. First, as Qwest admitted in a conversation with Covad, a simple table join/field merge (which is commonplace in connection with Qwest's performance reporting) could be used to provide a common point of data to reconcile the MR PIDs. Second, Qwest admitted in that same conversation that it could perform a table join in a matter of hours for unbundled loops and a few days for line shared loops.]

Liberty reconciled OP-4 to the extent possible, given the information provided by Covad and Qwest. Liberty classified the orders according to whether Qwest and COVAD agreed on the numerator, denominator, and inclusion in the measure. Liberty then requested information from both parties. Qwest provided Local Service Requests (*LSR*), Work Force Administration Control (*WFAC*) records, and a discussion of specific orders that were included by Covad, but not by Qwest. [Liberty does not indicate whether the documentation matched exactly the data provided by Qwest. Covad requests clarification on this point. Additionally, Liberty does not indicate whether the "discussion" provided by Qwest to Liberty was supported by documentation and whether Liberty relied upon Qwest's apparently undocumented evaluation in its analysis. Covad requests clarification on these questions]

Covad provided an updated database that included a number of orders that had been excluded for various reasons by Qwest, but did not include any documentation of Covad's position on any of the orders. Liberty reviewed the data filings, then performed additional analysis and presented a supplemental data request to the two parties. Again, Qwest provided *LSRs* and *WFAC* documentation on orders it had excluded, and, with only limited exceptions, Qwest provided all the information requested for OP-4. Covad did not respond. [Liberty does not indicate whether the documentation matched exactly the data provided by Qwest. Covad requests clarification on this point.]

[Because of the volume of information that Liberty's data request involved, Covad requested further clarification as to precisely what information Liberty required in order to minimize the costs associated with the production of hard copy documentation. Liberty never indicated the type of information it required or what precisely was necessary to complete its evaluation. In light of Liberty's approach to this reconciliation, Covad will simply provide the documentation requested for other states without any filtering out of information that is unnecessary or superfluous to Liberty's review.]

On November 29, 2001, Covad indicated that it had additional documentation related to the Arizona reconciliation. Liberty did not have time to secure and use that information in time to include its effect in this report. [Please clarify whether Liberty intends to issue a supplemental report to include in its analysis the additional documentation. If not, please specify why not.]

For the period from May through July 2001, Covad and Qwest agreed on 42 percent of the total OP-4 denominator orders. They agreed on the numerator in many fewer cases. Qwest provided documentation for all its OP-4 line sharing orders that were in conflict with those included in Covad's numerator. The documentation consisted primarily of LSRs that provided the application date, completion date, and reference date. Liberty compared the values from these documents with values included in the comparable field in the data files supplied by Qwest. Liberty did not find any inconsistencies between the LSR documents and data files. Covad did not provide support for its data files. Liberty conducted the same type of analysis on 2-wire NL UBL orders with similar results. [What exactly are these results? Covad requests clarification on this point.] Liberty did not find inconsistencies between the LSR documents and Qwest data files.

Liberty also requested that Covad provide information on Qwest's PONs that were not matched by Covad. Covad indicated that it was unable to provide the information. Covad did provide an expanded data set that may have addressed some of the problems, but did not provide headers for the data set. Liberty was unable to use it. [Covad is somewhat confused by this statement since it was informed by Liberty that it was able to use the expanded data set without the headers.] Liberty treated orders where Qwest was able to identify a PON as appropriate for inclusion in the performance report. [Did Liberty rely on the electronic data provided by Qwest or the hard copy back-up documentation in determining that a PON was appropriately included, if Qwest did in fact provide backup documentation? Did Qwest supply backup documentation for each PON that Qwest identified by Covad did not? Covad requests clarification on these points.] Qwest was unable to provide PONs for some orders included in performance reports for the three-month period. Liberty treated these orders as inconclusive in its analysis. [Covad questions why Liberty did not conclude that Qwest was unable to demonstrate that Covad's treatment of an order was incorrect when the opposite assumption was applied (i.e., that a failure by Covad to provide documentation results in a conclusion that Covad was unable to prove that Qwest incorrectly treated an order for purposes of reporting under OP-4).]

Liberty requested documentation from Qwest for the orders that Covad included in the line sharing performance, but that Qwest did not include. Qwest responded with data for some instances, but stated there were some orders for which Qwest could not provide information. Liberty also treated these orders as inconclusive. [Covad questions why Liberty did not conclude that Qwest was unable to demonstrate that Covad's treatment of an order was incorrect when the opposite assumption was applied (i.e., that a failure by Covad to provide documentation results

in a conclusion that Covad was unable to prove that Qwest incorrectly treated an order for purposes of reporting under OP-4.)]

In summary, for OP-4, Qwest and Covad matched on 42 percent of the line sharing and 2-wire NL UBL orders. [Why is Liberty aggregating results for two separate products that fall into separate OP-4 sub-measures? Please provide individualized percentages (i.e., the percentage of UBL orders on which the parties agreed and the percentage of line shared orders on which the parties agree).] There was substantial disagreement between Covad and Qwest on the numerator for the line sharing orders. Qwest provided LSR documentation to support its position. Covad did not provide documentation for its position. For the period examined, Liberty found that 34 percent of the orders demonstrated inconclusive results, primarily because neither party could provide any support. Liberty's review of the Covad data and of the Qwest data and supporting documentation did not reveal any problems with the accuracy of Qwest's performance reporting. [Covad questions how Liberty can reach the conclusion that there are no material problems with the accuracy of Qwest's performance reporting if Qwest is unable to support its treatment of over 1/3rd of the orders submitted by Covad during the reconciliation period in a single state. Liberty's conclusion is the functional equivalent of a finding that a 34% margin of error should be factored in when reviewing Qwest's performance data. This is simply NOT acceptable. Second, as Liberty reported to Covad, Qwest was only able to prove that Covad's treatment of an order was wrong on TWELVE out of SEVERAL HUNDRED orders. Given the miniscule percentage of the time that Qwest affirmatively proved that it correctly treated an order for purposes of performance reporting, it is impossible to reach the conclusion that Qwest's performance reporting is materially accurate.]

For PO-5, Liberty again matched and classified the extent of agreement between the parties, and requested support for areas of disagreement. Qwest provided a file analyzing the Covad orders that were not included in Qwest's files. The file identified the reason for excluding each order. Qwest also offered to provide additional documentation, provided that Covad provide documentation of its data file. [Please specify how Liberty treated Qwest's analysis for purposes of categorizing a particular order as (1) Covad was unable to prove that Qwest's treatment of an order was incorrect; or (2) the data on this order is inconsistent and inconclusive. Further, please clarify whether Liberty questioned Qwest's position that it would only provide underlying data if Covad provided its underlying data.] Since it was the best and only information available, Liberty used the Qwest analysis to evaluate Covad's May and June data. It showed that many of the records should not have been included for Arizona or for the months within the test period. [Given the data was obviously available, but Qwest chose not to provide it, please clarify why Liberty apparently treated the analysis as the equivalent of hard copy back up documentation. Further, please explain why Liberty deviated from its earlier treatment of orders as being inconclusive if neither party provided backup documentation. Finally, please explain why Liberty believed it to be appropriate to apply different criteria rather than adhering to a uniform standard throughout its analysis of the parties' data.]

Liberty has prepared spreadsheets showing the results of its analysis of the Covad service orders. These documents contain information that is proprietary to Covad; therefore, Liberty made a limited distribution of them.

Covad has submitted to the ACC and the parties to the Arizona Section 271 proceeding who have executed the non-disclosure agreement its analysis of the data Qwest provided for Arizona

for the May-July 2001. Covad contends that its analysis compels the conclusion that Qwest's performance reporting is inaccurate. Because information contained in those comments is Covad confidential information, it can not be disseminated to the ROC TAG.

B. WorldCom

Liberty's scope of work associated with WorldCom (WCom) and Arizona included OP-3, Installation Commitments Met, and OP-4, Installation Interval, for LIS Trunks and 2-wire unbundled analog loops. The time period under consideration was January through May 2001.

WCom did not provide data at the level of detail measured by OP-3 and OP-4 in certain cases. Therefore, Liberty's reconciliation had to be adjusted accordingly. For example, WCom did not disaggregate its OP-3D and OP-3E, and OP-4D and OP-4E, data by zone; therefore, the reconciliation addressed results for these sub-measures on a combined basis. In addition, the data provided by WCom did not contain sufficient information to calculate the OP-4 numerator, which is the actual installation interval. The UBL denominator for OP-4 excludes orders with customer-requested due dates that are greater than the standard interval. WCom could only determine these excluded orders on a limited basis. Therefore, Liberty sought to determine whether WCom's information on the total order counts showed any problems with the numbers reported by Qwest for OP-3 and OP-4.

Liberty's reconsolidation process confirmed the existence and generally appropriate use of Qwest's systems to produce accurate OP-3 and OP-4 measurements for WCom. Liberty found a small number of Qwest errors in the data inputs to these systems. These errors affected less than 2 percent of the total orders considered.

The initial reconciliation focused on the fact that Qwest reports at a service-order level, while WCom develops data at a purchase order level. A purchase order, or PON, might result in multiple service orders; therefore, Liberty had to establish the PON/SO relationship. Liberty found a number of differences between the WCom and Qwest classification and counting of orders. For example, WCom uses the month of actual order completion for reporting, while Qwest uses the reference date of an order, which means that some orders completed at the end of a month may be reported by Qwest in the following month or later. (See discussion in the AT&T section of this report.) The other significant difference in order counting was the fact that Qwest did not count orders classified as a customer-caused miss of the due date.

Liberty verified that Qwest's reported performance for WCom was correct strictly on the basis of Qwest's own data. Then, after the service order reconsolidation, Liberty determined that the orders reported by Qwest and WCom matched in 42 percent of the cases for LIS Trunks and in 75 percent of the cases for UBLs.

For the apparent discrepancies on LIS Trunk orders, Liberty found that in 47 percent of the total, either Qwest's and WCom's records affirmatively showed that Qwest was correct or that there was no information to prove that Qwest was incorrect. In 6 percent of the total, the results of the record analysis were inconclusive, and in less than 5 percent of the total, Liberty found that Qwest was incorrect. Qwest's errors were of two types: (a) that an order should have been ruled ineligible using Qwest's rules for a customer-caused miss, or (b) that the commitment date did not appear to be met as reported by Qwest.

For the apparent discrepancies on UBL orders, Liberty found that in 22 percent of the total, either Qwest's and WCom's records affirmatively showed that Qwest was correct or that there was no information to prove that Qwest was incorrect. In 2 percent of the total, the results of the record analysis were inconclusive, and in less than 2 percent of the total, Liberty found that Qwest was incorrect. Qwest's errors involved either lack of support for a customer-caused miss classification or some other reason for excluding the order. Most of the errors occurred in January 2001.

Liberty has prepared spreadsheets showing the results of its analysis of the WCom service orders. These documents contain information that is proprietary to WCom; therefore, Liberty made a very limited distribution of them.

V. Future Qwest Data Reconciliation

CLEC claims that Qwest's performance measures were inaccurate had a foundation in the data available to them. The basis for those claims was a set of results that differed from those reported by Qwest by a very large amount. Liberty's data reconciliation work in Arizona showed that a small number of reasons explained a relatively large percentage of the differences. CLECs may not agree with Qwest on matters such as the definition of service order completion, Qwest's practice of making records ineligible because of customer changes to due dates, or closing trouble tickets simply because the wrong circuit had been identified. Nevertheless, these kinds of issues are the main reasons why results were so disparate. While debate on such matters may continue, the value to be gained from future reconciliation work would be substantially more time- and resource-consuming in the event that it must deal with each of the many records that would be ultimately explained by one of these issues.

The dedication of resources and the level of detail of information that is required on the part of CLECs in order to meaningfully participate in data reconciliation should be better understood as a result of the work done for Arizona. Even if the number of records that are subject to reconciliation is limited in future reconciliation work, the CLECs and Qwest now know the level of detail and nature of the records that are necessary to support positions on the treatment of a record for the purposes of a performance measure. If any party cannot make the requisite commitment, any attempt to reconcile records will have limited value.

There may be differences in the ways that Qwest performs in various parts of its region, and future reconciliation work should attempt to focus on those performance aspects that could result in differences from the Arizona findings. For example, service orders could be treated differently by different service order processing centers, or systems in some parts of Qwest's region could be closing trouble tickets with different codes or upon different circumstances than exist other parts. Liberty has requested that Qwest make an assessment of possible reasons why there could be differences among the states. The response to that request was not received by the time this report was written.

Liberty concluded on the basis of the work done in Arizona that the information provided by CLECs did not demonstrate material inaccuracies in how Qwest reported its performance. However, Liberty also believes that there is value to some level of data reconciliation in other parts of Qwest's region. To gain that value, the focus should be on a more detailed review of selected or sampled records rather than attempting to explain the reasons why, for example, one party's denominator of a particular measure and product is different than the other's. If the goal is to provide additional assurance that Qwest's performance measures are accurate, then more focused work on questions like the assignment of customer jeopardy to service orders or no-trouble-found close-outs of trouble tickets could prove beneficial. If, however, the goal is to explain generally why CLECs' results are so much different from those reported by Qwest, then Liberty considers the results found in Arizona to be largely responsive in meeting that goal.