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BEFORE THE ARIZONA CORPORATION COMMISSION

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Arizona Corporation Commission

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

Docket No. T-00000A-97-0238

COVAD'S REPLY COMMENTS
REGARDING STAFF SECOND REPORT

Covad Communications Company ("Covad") submits these Reply Comments regarding the Final Report and Recommendation on Checklist Items 1 and 2 ("Second Report") arising from the July 30-31, 2002 Workshop ("Workshop") by the Arizona Corporation Commission ("Commission" or "ACC") Utilities Division Staff ("Staff"). Covad submits these Reply Comments in support of Eschelon's Comments Regarding Staff Second Report ("Eschelon's Comments") with respect to the issues Eschelon raised regarding DS1 capable loops. See Eschelon's Comments pp. 4-11.

Additionally, Covad attaches hereto as Exhibits 1 and 2 Qwest's change notification (Exhibit 1) and Qwest's response to Covad's comments thereon (Exhibit 2). As these Exhibits demonstrate, and as Eschelon point out in its comments at pp. 7-8, Qwest deliberately obfuscated its actions and intent in converting conditioning activity into much more costly and time consuming new construction activity. The Commission

should not permit Qwest to undermine competitors' ability to compete with verbal sleights of hand and a deliberate masking of the true impact of its conduct.

Dated this July 25, 2003.

COVAD COMMUNICATIONS COMPANY

By:

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Competitive Local Exchange Carrier (CLEC) Requested Unbundled Network Elements (UNE) Construction (CRUNEC) – V4.0

Deleted: V3.0

[History Log](#) (Link blue text to: Attach New Download CRUNEC_History_Log.doc)

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Description

Competitive Local Exchange Carrier (CLEC) Requested Unbundled Network Elements (UNE) Construction (CRUNEC) provides a method where you may request Qwest to construct new facilities for utilizing Qwest's Unbundled Network Element (UNE) facilities. CRUNEC is not required for requests that can be resolved through facility work or assignments, such as:

- Line and Station Transfers (LSTs): Moving a end-user's line to a spare facility and reusing the pair made spare to provision a service request. An LST is not used in a "reverse cut" fashion; Qwest does not swap two working end-user lines to provision a service request.
- Cable Throws (also known as Section Throws or Plant Rearrangements): Moving existing end-users from their existing facilities to another set of facilities in order to free up the original facility for use in the provision of a Company Initiated Activity (CIA) (e.g., to place Digital Loop Carriers or modernize a terminal).
- Incremental Facility Work: Completing facilities to an end-user's premises (e.g., Place a drop, add a Network Interface Device (NID), Central Office (CO) tie pairs, field cross connect jumpers, or card in existing Subscriber Loop Carrier systems at the CO and Remote Terminal).
- Outside Plant construction jobs in progress or Engineering Work Orders in progress.

Deleted: Conditioning, place

Qwest's CRUNEC applies to the following Wholesale products and services:

- Enhanced Extended Loop (EEL) (Link blue text to: <http://www.qwest.com/wholesale/pcat/eel.html>)
- Loop MUX Combination (LMC) (Link blue text to: <http://www.qwest.com/wholesale/pcat/lmc.html>)
- Sub-Loop (Link blue text to: <http://www.qwest.com/wholesale/pcat/subloop.html>)
- Unbundled Dark Fiber (UDF) (Link blue text to: <http://www.qwest.com/wholesale/pcat/darkfiber.html>)
- Unbundled Dedicated Interoffice Transport (UDIT) (Link blue text to: <http://www.qwest.com/wholesale/pcat/udit.html>)
- Unbundled Local Loop (Link blue text to: <http://www.qwest.com/wholesale/pcat/unloop.html>)
- Unbundled Network Elements-Platform (UNE-P) (link blue text to: <http://www.qwest.com/wholesale/pcat/unep.html>)

For specific information regarding the above products and services refer to the individual Product Catalog (PCAT).

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Availability

CRUNEC is available throughout Qwest's 14-state local service territory within Qwest's exchange boundaries limited by various stipulations including, but not limited to governmental or jurisdictional restrictions. (Link blue text to: <http://www.qwest.com/wholesale/pcat/territory.html>)

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Terms and Conditions

- To obtain additional facilities, you must submit a CRUNEC request. Such requests will be evaluated on an Individual Case Basis (ICB). You will be responsible for any construction charges that a Qwest retail end-user would be responsible for paying.

State specific Terms and Conditions may apply refer to state specific Regulatory Agencies identified in Regulatory Commissions and Telecommunications Associations (Link blue text to: <http://www.qwest.com/wholesale/clecs/rcta.html>) for information.

When you order the same or substantially similar service available to Qwest retail end-users, Qwest will not charge for CRUNEC where such charges are not provided in the state specific Tariffs/Catalogs/Price Lists (Link blue text to: <http://tariffs.qwest.com:8000/>) or where such charges would not be applied to a Qwest retail end-user.

Qwest bills for CRUNEC only when facilities, which would not otherwise be constructed by Qwest, are being constructed solely upon your request, or when you request construction involving a timeline that is shorter than defined by Qwest.

If at any time during the CRUNEC process you miss the critical timeframes, you must restart the process by submitting a new service request for the UNE being ordered.

Technical Publications

Technical characteristics for the product supported by the UNE for which you are requesting CRUNEC are described in the Technical Publications section of the product specific PCAT.

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Pricing

Rate Structure

Nonrecurring charges are comprised of the following rate elements:

- Quote Preparation Fee (QPF)
- CRUNEC Quote

The QPF is a nonrecurring charge assessed prior to preparing the CRUNEC quote. A credit for the QPF will be applied to the cost of construction if you accept the quoted CRUNEC price.

Qwest retains the QPF if you choose not to proceed with the construction. At any point after remitting the payment for the CRUNEC Quote, you decide to discontinue the construction, Qwest will refund your payment, excluding expenditures already incurred for the Engineered, Furnished and Installed (EF&I) of the requested UNE and the QPF, with a brief description of the work completed. Contact your Qwest Service Manager to cancel the construction. (link blue text to: <http://www.qwest.com/wholesale/clecs/accountmanagers.html>)

The CRUNEC quote amount to be billed will be determined using the same financial analysis criteria Qwest uses to assess whether to build for itself. This includes the cost to recover for EF&I and is determined by a process parallel with that used to price the equivalent Qwest retail construction. EF&I is defined as:

- Engineering labor to analyze the needs for the requested UNE and design and issue the required work orders
- Furnished material cost
- Installation labor costs to complete the work order

Qwest uses current EF&I cost including, but not limited to material and supplies, engineering, supervision and labor, overhead expenses for construction operations, cost incurred due to unusual conditions, and property owner and governmental requirements (e.g., Rights-of-Way, moratoriums, environmental studies).

Rates

Rates are available in Exhibit A or the specific rate sheet in your Interconnection Agreement.

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Tariffs, Regulations and Policies

Tariffs, regulations and policies are located in the state specific Tariffs/Catalogs/Price Lists. (Link blue text to: <http://tariffs.qwest.com:8000/>)

When facilities are not available, Qwest will build facilities dedicated to an end-user if Qwest would be legally obligated to build such facilities to meet its Provider of Last Resort (POLR) obligation to provide basic Local Exchange Service or its Eligible Telecommunications Carrier (ETC) obligation to provide primary basic Local Exchange Service. In other situations, Qwest does not agree that it is obligated to build UNEs, but will consider requests to build UNEs pursuant to Section 9.19 (or Section 9.20 as may apply) of the appropriate state Statement of Generally Acceptable Terms and Conditions (SGAT) (Link blue text to: <http://www.qwest.com/about/policy/sgats>) with exceptions that may apply where Commission Orders or State Requirements exist. The CRUNEC process is how Qwest implements the requirements outlined in Section 9.19 (or Section 9.20). Nothing in this PCAT shall be construed as modifying Qwest obligations under the SGAT.

Network elements will not be built if it is determined that the requested element will jeopardize the reliability of Qwest's existing network, endanger Qwest's employees or consumers, is not consistent with the National Electrical Code (NEC), or does not meet Network Equipment Building Standards (NEBS) requirements. All quotes will be based on Qwest's approved facilities, materials and vendors.

If Qwest constructs a network element that satisfies the Federal Communications Commission (FCC) description of a UNE, a facility or equipment used in the provision of telecommunications service, that network element shall be deemed a UNE. Once the facility is constructed, Qwest retains ownership and responsibility for administration and maintenance of the facility.

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Implementation

Prerequisites

To request CRUNEC, your Interconnection Agreement must contain the appropriate construction language or you must amend your Interconnection Agreement prior to placing a request for CRUNEC. Information regarding amending your Interconnection Agreement, information is located in the Negotiations Template Agreement. (Link blue text to: <http://www.qwest.com/wholesale/clecs/negotiations.html>)

Ordering

When you submit a service request for EEL, LMC, Sub-Loop, Unbundled Local Loop, **ADD UNE-P**, UDF or UDIT products or services, the process used to determine if facilities are available is equivalent to the process used to determine if assignable facilities exist for Qwest retail services. This includes checking for:

- Spare or partially connected facilities
- Disconnect orders
- LSTs
- Outside Plant construction jobs in progress or Engineering Work Orders in progress.

If facilities are not available, your service request will be returned to you with a message indicating facilities are not available and to contact your Qwest Service Manager for options. (Link blue text to: <http://www.qwest.com/wholesale/clecs/accountmanagers.html>)

If you choose to initiate CRUNEC, you will need to complete a two-step process then resubmit your service request. The first step includes the Quote Preparation Fee (QPF) contract and the second step includes the CRUNEC contract.

The first step requires you to complete the following:

- Contact your Qwest Service Manager to have a QPF contract sent to you. When requesting the QPF contract you will need to provide the following information to your Qwest Service Manager:
 - CLEC name
 - Contact name
 - Contact telephone number
 - Billing address
 - Fax number
 - Contact email address
- A QPF contract will be generated by the Qwest Billing and Receivable Tracking (BART) system and sent to you. The QPF contract includes terms and conditions, the QPF and a Billing Account Number (BAN). To accept the QPF contract, return the signed QPF contract and full QPF payment, within 30 business days. In addition, contact your Qwest Service Manager and provide the following information:
 - Type and quantity of UNE(s)
 - Address of requested UNE(s), city, county, state.
 - Common Language Location Identification (CLLI™) code of Serving CO
 - CLLI code of End CO
 - Brief description of UNE(s) requested

If you do not remit the full QPF payment along with the original signed contract, a CRUNEC quote will not be provided.

Within 20 business days of receiving your signed QPF contract and full QPF payment, the CRUNEC quote will be emailed to you and your Qwest Service Manager. The CRUNEC quote contains a breakdown of labor and material costs along with a brief description of work (e.g., place card in apparatus case in a manhole, place 2,500 feet of cable).

The second step requires you to complete the following:

- After reviewing the CRUNEC quote, if you choose to accept the quote, you must contact your Qwest Service Manager within the timeframe as defined in your Interconnection Agreement and request a CRUNEC contract to be sent to you. If you do not have a timeframe defined in your Interconnection Agreement you have 90 business days from the day the CRUNEC quote was emailed to you to respond or the CRUNEC quote is invalid. To restart the process, submit a new service request for the UNE being ordered.
- When you receive the CRUNEC contract you have 30 business days to return the signed CRUNEC contract and the full payment identified in the CRUNEC quote or the CRUNEC contract is cancelled. An estimated Ready for Service Date will be provided within five business days after Qwest's Engineering is notified the signed CRUNEC contract and full CRUNEC payment was received. Contact your Qwest Service Manager if you have questions and be prepared to provide your BAN number found on the CRUNEC contract.

When you accept the CRUNEC quote, you must resubmit your service request and associate it with the CRUNEC by completing the following fields on the Local Service Request (LSR) or Access Service Request (ASR) form:

- In the MANUAL IND field include a 'Y'
- In REMARKS include the BAN found on your CRUNEC contract

Failure to provide the above information limits Qwest's ability to associate your requested UNE with the constructed facility.

The following table provides additional assistance in determining the activities, timeframes and deliverables required for CRUNEC:

CRUNEC Activities	Responsible Party	Timeframes	Required Deliverable
QPF Contract Request	CLEC and Qwest Service Manager	Not applicable	<ul style="list-style-type: none"> • Name of CLEC • Contact name • Contact telephone number, Fax number, and email address • Billing address
Delivery of the QPF Contract	Qwest BART	Not applicable	<ul style="list-style-type: none"> • QPF Contract
QPF Contract Acceptance	CLEC	30 business days *	<ul style="list-style-type: none"> • Signed QPF contract • Full QPF payment • Type and quantity of UNE(s) • Address of requested UNE(s), city, county, state. • CLLI code of Serving CO • CLLI code of End CO • Brief description of UNE(s) requested
Delivery of CRUNEC Quote	Qwest	20 business days after QPF Contract Acceptance.	<ul style="list-style-type: none"> • CRUNEC quote
CRUNEC Quote Acceptance	CLEC	Interval as defined in your Interconnection	<ul style="list-style-type: none"> • Notification to Qwest Service Manager

CRUNEC Activities	Responsible Party	Timeframes	Required Deliverable
		Agreement. If not defined, the interval is 90 business days *	
CRUNEC Contract Acceptance	CLEC	30 business days *	<ul style="list-style-type: none"> Signed CRUNEC contract Full CRUNEC quote payment.
Resubmit the service request	CLEC	Recommended to resubmit the service request at the same time you return the signed CRUNEC contract and full CRUNEC quote payment.	<ul style="list-style-type: none"> Resubmit the LSR or ASR in the MANUAL IND field Include a 'Y' In REMARKS include the (BAN) found on your CRUNEC contract
Estimated Ready for Service Date	Qwest Service Manager	5 business days after Qwest Engineering is notified signed CRUNEC contract and full CRUNEC payment was received.	<ul style="list-style-type: none"> Estimated Ready for Service Date
Construction	Qwest	ICB	<ul style="list-style-type: none"> Completed Construction

* If you do not provide the deliverables identified in the table above in the specified timeframe you must restart the process by submitting a new service request for the UNE being ordered.

For information about delayed service request handling information can be found in the Ordering Overview. (Link blue text to: <http://www.qwest.com/wholesale/clecs/ordering.html>)

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Provisioning and Installation

General provisioning and installation activities are described in the Provisioning and Installation Overview. (Link blue text to: <http://www.qwest.com/wholesale/clecs/provisioning.html>)

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Billing

Billing and Receivable Tracking (BART) billing is described in Billing Information - Billing and Receivable Tracking (BART). (Link blue text to: <http://qwest.com/wholesale/clecs/bart.html>)

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Training

Qwest 101: "Doing Business with Qwest"

- This introductory instructor-led training course is designed to teach the CLEC and Reseller how to do business with Qwest. It will provide a general overview of products and services,

Qwest billing and support systems, processes for submitting service requests, reports, and web resource access information. Click here to learn more about this course and to register. (Link blue text to: http://www.qwest.com/wholesale/training/ilt_desc_qwest_101.html)

View additional Qwest courses by clicking on Course Catalog. (Link blue text to: <http://www.qwest.com/wholesale/training/coursecatalog.html>)

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Contacts

Qwest contact information is available in the Wholesale Customer Contacts. (List blue text to: <http://www.qwest.com/wholesale/clecs/escalations.html>)

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Frequently Asked Questions (FAQs)

1. Can an estimate of possible construction charges be obtained prior to submitting a CRUNEC request?

No. Estimated pricing will not be available prior to the assessment and payment of the QPF.

2. What happens if a CLEC cancels CRUNEC in the middle of construction being performed?

You are responsible for the already incurred EF&I cost for the work completed. Should you chose to discontinue the CRUNEC work, Qwest will refund your payment, excluding expenditures already incurred for the EF&I of the requested service and the QPF, with a brief description of the work completed.

3. Are previous Dark Fiber Initial Record Inquiry (IRI) fees refunded if a CLEC goes through CRUNEC for additional facility placing?

No. You are requesting a separate process as a result of a previous fiber inquiry request field verification not finding facilities.

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Last Update: June 16, 2003

Deleted: January 31, 2003

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META Tags: Special Construction; Facilities Not Available, EEL, Enhanced Extended Loop, UDF, Unbundled Dark Fiber, UBL, Unbundled Local Loop, UDIT, Unbundled Dedicated Interoffice Transport, LMC, Loop MUX Combination, Sub-Loop, CRUNEC, EF&I, LST, Cable Throws, POLR, Fiber Based Facilities, Copper Based Facilities, UNE Construction, Incremental Facility Work, QPF, Construction Quote Preparation Fee, Quote Preparation Fee, CRUNEC process, CLEC Requested UNE Construction.



Qwest Response to Document In Review

Response Date: May 21, 2003
Document: Product/Process: CRUNEC
Original Notification Date: April 30, 2003
Notification Number: PROS.04.30.03.F.01071.CRUNEC
Category of Change: Level 3

Qwest recently posted proposed updates to Competitive Local Exchange Carrier (CLEC) Requested Unbundled Network Elements (UNE) Construction (CRUNEC) V4.0. CLECs were invited to provide comments to these proposed changes during a Document Review period from May 1, 2003 through May 15, 2003. The information listed below is Qwest’s Response to CLEC comments provided during the review/comment cycle.

Resources:

Customer Notice Archive http://www.qwest.com/wholesale/cmp/review_archive.html
 Document Review Site <http://www.qwest.com/wholesale/cmp/review.html>

If you have any questions on this subject or there are further details required, please contact Qwest’s Change Management Manager at cmpcomm@qwest.com.

Qwest Response to Product/Process: CRUNEC Comments

#	Page/Section	CLEC Comment	Qwest Response
1		<p><i>Name of CLEC: Covad</i> <i>Date received: 5/13/03</i> Comment: Covad would like to express our concern with the removal of the word 'conditioning' from the CRUNEC document. We are not comfortable with the removal of 'conditioning' from the exemption clause for the requirement to use the CRUNEC process. If this is removed, we would suggest that another line stating that facility modifications, removal of bridge tap and/or load coils are exempt from the CRUNEC process.</p>	<p>Removal of the word “conditioning” from the pcat language allows the CLEC to use CRUNEC for the build process of products where before they could not. Current products that have conditioning at no charge will not be affected.</p> <p>Qwest respectfully declines this comment.</p>

Note: In cases of conflict between the changes implemented through this notification and any CLEC interconnection agreement (whether based on the Qwest SGAT or not), the rates, terms and conditions of such interconnection agreement shall prevail as between Qwest and the CLEC party.

The Qwest Wholesale Web Site provides a comprehensive catalog of detailed information on Qwest products and services including specific descriptions on doing business with Qwest. All information provided on the site describes current activities and process. Prior to any modifications to existing activities or processes described on the web site, wholesale customers will receive written notification announcing the upcoming change.

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on the 24th day of July, 2003, a true and correct copy of the foregoing Covad's Reply Comments Regarding Staff Second Report was placed in the United States mail, first class, postage prepaid, to the following:

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