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**BEFORE THE
WASHINGTON UTILITIES AND TRANSPORTATION COMMISSION**

In the Matter of the Investigation into U S WEST Communications, Inc.'s Compliance with § 271 of those Telecommunications Act of 1996	Docket No. UT-003022
In the Matter of U S WEST Communications, Inc.'s Statement of Generally Available Terms Pursuant to Section 252(f) of the Telecommunications Act of 1996	Docket No. UT-003040 QWEST'S REPSONSE TO COVAD'S SUPPLEMENTAL COMMENTS RE LOOP ISSUE 3(b) CONTAINED IN THE 20 th SUPPLEMENTAL ORDER

Qwest, Corp. (Qwest) hereby responds to Covad's Supplemental Comments challenging the Commission's resolution of Loop Issue 3(b) in the 20th Supplemental Order (hereinafter "*Order*"). In Loop Issue 3(b) the Commission found that Qwest need not provide CLECs access to a pre-order mechanized loop test (MLT) because Qwest's Raw Loop Data Tool (RLDT) "contains the loop information that the CLECs would attempt to gather using a pre-order MLT process. . . ." *Order* at ¶74. Covad now attempts to re-write the record in an effort to convince the Commission that the raw loop data Qwest provides CLECs is less than adequate because Qwest will not "guarantee" that a particular loop is capable of supporting ADSL service. The allegations cited by Covad are incorrect and

1 unsupported by the record. Qwest takes strong exception with these comments, which, as described in
2 detail in the workshop process, contradict Qwest’s practices, SGAT language, and the many loop
3 qualification tools that Qwest makes available to CLECs.
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5 **A. Qwest Provides CLECs with Access to MLT as a Repair Function.**

6 Loop Issue 3(b) centers on CLEC demands that Qwest create the functionality to allow CLECs
7 to perform a MLT on a pre-order basis. As described in more detail in its principal brief which Qwest
8 incorporates by reference, Qwest opposes this demand for the following reasons: (i) Qwest retail
9 representatives cannot perform a MLT on a pre-order basis; (ii) CLECs and Qwest retail alike can
10 perform MLTs as a repair function; (iii) a MLT is an invasive test that takes the customer out of service
11 for a period of time; (iv) a MLT is a switch-based test that requires the loop to be connected to Qwest’s
12 switch; (v) no other BOC provides CLECs with a pre-order MLT; and (vi) Qwest has already given
13 CLECs non-discriminatory access to MLT distance through the RLDT.¹
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16 There are three important points to highlight from the original brief.

17 1. Qwest does not perform MLT tests for itself on a pre-order basis; the test is used in
18 repair situations to test the loop.² Qwest’s retail sales employees do not even have the ability to perform
19 pre-order MLTs. In fact, Qwest’s retail representatives do not even have access to MLT information;
20 they only have access to a “yes” and “no” screen that has predetermined – based on the exact same
21 detailed information provided to the CLECs – whether the loop is pre-qualified for Qwest’s ADSL
22 service. Thus, Qwest’s retail representatives actually have less information available to them that do
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25 ¹ *Ex. 926-T, Liston Rebuttal, at 8-14.*

26 ² *Ex. 926-T, Liston Rebuttal, at 9; July 11, 2001 Workshop 4 Tr. at 4338.*

1 CLEC sales representatives.³

2 2. Covad claims that providing it with the ability to perform pre-order MLTs is essentially a
3 "parity" issue. *Covad Motion* at ¶4. The *UNE Remand Order* requires BOCs to provide the same
4 information available to their retail operations to CLECs in a non-discriminatory manner.⁴ The *UNE*
5 *Remand Order* does not require the BOCs to create functionalities that do not currently exist. To the
6 contrary, for line sharing the FCC only required "minor modifications to existing customer care processes
7 and procedures."⁵ The requested change is anything but a minor modification, and Qwest does not
8 perform a pre-order MLT to support Qwest DSL. CLECs and Qwest retail use the same underlying
9 information, including MLT distance, to pre-qualify a loop for DSL. To the extent the LFACs database
10 is updated, it is updated for both Qwest and CLECs alike in the same manner and timeframe. If anything,
11 CLECs enjoy superior access because they can view the MLT distance directly in RLDT, but Qwest
12 retail sales representatives cannot.⁶ Thus, there is no "parity" concern here.

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16 3. Finally, it is important to note that Qwest does not restrict the CLECs' ability to order
17 xDSL loops based in the information in the RLDT. Regardless of the information RLDT returns, the
18 presence of IDLC, or the MLT distance reported, the CLEC still can place an order with Qwest, Qwest
19 will accept the order, and Qwest will use its "11-step" assignment process to determine if facilities are
20 available to fill the order.⁷

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22 Thus, the current tools that Qwest makes available to CLECs are at parity and provide CLECs with what
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24 ³ *Ex. 926-T, Liston Rebuttal, at 10-11.*

25 ⁴ *UNE Remand Order* at ¶ 427.

26 ⁵ *Line Sharing Order* at ¶112.

⁶ *Ex. 926-T, Liston Rebuttal, at 11.*

⁷ *Id. at 10; July 11, 2001 Workshop 4 Tr. at 4346-47.*

1 they need to effectively compete.

2 **B. Covad Distorts the Record in an Attempt to Argue that CLECs Do Not Have**
3 **Access to Necessary Loop Make-Up Information.**

4 The essence of Covad's argument is that Qwest will not "guarantee" that a CLEC can place
5 ADSL over a line-shared loop. Covad then asserts that "[i]n the absence of a pre-order MLT, Qwest is
6 free to provide a line shared loop over which ADSL service cannot be provided due to the existence of
7 electrical and other impediments that destroy data continuity." *Covad Motion* at ¶5. This is simply
8 untrue. Qwest provides CLECs with all of the necessary information to determine whether a loop is
9 ADSL qualified. What Qwest cannot do, however, is "guarantee" that a particular loop will support the
10 CLEC's form of ADSL because as the *UNE Remand Order* states, the CLEC, not Qwest, determines
11 the technical specifications that it needs to support its DSL product, which can vary dramatically from
12 Qwest's ADSL offering.

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15 Covad bases its entire argument on the premise that Qwest's RLDT is inadequate for the CLEC
16 to determine whether a loop can support line-sharing. As an initial matter, all Qwest must do is provide
17 CLECs "with nondiscriminatory access to the same detailed information about the loop that is available to
18 the incumbent, *so that the requesting carrier can make an independent judgment* about whether
19 the loop is capable of supporting the advanced services equipment the requesting carrier intends to
20 install."⁸ KMPG has been tasked to "examine the wholesale and retail *end-to-end processes*, the results
21 of the same queries made to the two processes, *and all additional avenues of follow-up or recourse*
22 *available either to wholesale or retail operations or both.*"⁹ Based on this examination, KPMG
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26 ⁸ *UNE Remand Order* at ¶ 427 (emphasis supplied).

⁹ *Exhibit 939*. (emphasis added).

1 recently found that Qwest provides CLECs with loop qualification information at parity with retail. *See*
2 *Exhibit 1*.

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4 Moreover, as Ms. Jean Liston testified in the workshop, CLECs have access to more than the
5 RLDT. Qwest makes a multitude of different loop qualification tools available to the CLECs.¹⁰

6 1. Qwest provides CLECs with access to an ADSL Qualification Tool that indicates
7 whether a loop will support ADSL service as defined by the industry. This tool is denoted with a “Yes”
8 or “No” indicating whether the loop can support the service. Thus, if CLECs want to provide industry
9 standard ADSL, they have some assurance that service will work.
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11 2. Qwest provides CLECs with access to a DSL Qualification Tool that indicates whether a
12 loop will support Qwest’s ADSL service. This tool is denoted with a “Yes” or “No” indicating whether
13 the loop can support the service. This is the only tool available to Qwest’s retail sales representatives.
14 Thus, based on the exact same information available to Qwest retail, if CLECs want to provide Qwest’s
15 flavor of ADSL, they have some assurance that service will work.
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17 3. Finally, as discussed at length in the underlying briefs, Qwest also provides CLECs with
18 access to the raw make-up of each loop in its network. There are many different flavors of ADSL
19 provided by vendors that can be modified by changing power levels for example. The underlying loop
20 data allows the *CLECs to determine* whether the loop will support their version of ADSL. Thus,
21 Qwest already provides CLECs (and has for over one-year) with a multitude of data points that allow
22 CLECs to make a conscious choice about whether to use a specific loop for line sharing. Moreover, the
23 entire premise of the *UNE Remand Order* is to provide CLECs with underlying loop information “so
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¹⁰ See *Exhibit 896* (summary of all loop qualification tools available to CLECs).

1 *that the requesting carrier can make an independent judgment* about whether the loop is capable
2 of supporting the advanced services equipment the requesting carrier intends to install.”¹¹ This allows the
3 CLEC to make the decision about how to conduct its business, and prevents Qwest from making
4 unilateral decisions about what the CLEC’s equipment can and cannot do.
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6 Given that CLECs can elect to provision their own flavor of ADSL, it is physically impossible for
7 Qwest to “guarantee” that its facilities will mesh with the CLECs form of ADSL. Despite the inability to
8 provide a “guarantee”, Qwest does track how often CLECs experience trouble with newly installed line
9 shared loops. Qwest’s November performance report shows that over the past three months, CLECs
10 have experienced troubles on newly installed line-sharing orders less than 3% of the time. *See Exhibit 2*
11 *(OP-5)*. Qwest’s performance on this metric has been at or in excess of parity with retail performance in
12 each of the last 12 months. Thus, Covad’s allegation that “Qwest is free to provide a line shared loop
13 over which ADSL service cannot be provided,” this is simply untrue. Qwest’s performance data shows
14 this concern has not borne it out in the past. Moreover, post-271 entry Qwest will pay penalties if it does
15 not continue to provide installation quality at parity with retail. There is simply no reason to believe that
16 Covad’s concern has any basis in fact.
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20 **C. Conclusion**

21 For all of the aforementioned reasons, Qwest respectfully requests that the Commission affirm its
22 decision that Qwest need not provide CLECs with access to MLT on a pr-order basis.
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24 RESPECTFULLY SUBMITTED this 4th day of January, 2002.
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26 ¹¹ *UNE Remand Order* at ¶ 427 (emphasis supplied).

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