ORIGINAL

McWHIRTER REEVES
ATTORNEYS AT LAW

TAMPA OFFICE:
400 NORTH TAMPA STREET, SUITE 2450
TAMPA, FLORIDA 33602
P. O. BOX 3350 TAMPA, FL 33601-3350
(813) 224-0866 (813) 221-1854 FAX

PLEASE REPLY TO:

TALLAHASSEE

TALLAHASSEE OFFICE:
117 SOUTH GADSDEN
TALLAHASSEE, FLORIDA 32301
(850) 222-2525
(850) 222-5606 FAX

May 19, 2003

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VIA HAND DELIVERY

Blanca S. Bayo, Director
Division of Records and Reporting
Betty Easley Conference Center
4075 Esplanade Way
Tallahassee, Florida 32399-0870

Re: Docket No.: 020960-TP

Dear Ms. Bayo:

On behalf of DIECA Communications, Inc. d/b/a Covad Communications Company (Covad), enclosed for filing and distribution are the original and 16 copies of the following:

- DIECA Communications, Inc. d/b/a Covad Communications Company's Late-filed Exhibit No. 11.

Please acknowledge receipt of the above on the extra copy and return the stamped copy to me. Thank you for your assistance.

Sincerely,

Vicki Gordon Kaufman

Vicki Gordon Kaufman

VGK/bae
Enclosures

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cc: Lee Fordham (w/ encls.)
Aaron Panner (w/ encls.)

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LATE-FILED EXHIBIT NO. 11 .

DOCKET NO.: 020960-TP

WITNESS: COVAD-STIP

PARTY: COVAD

DESCRIPTION:

1. DIECA Communications, Inc. d/b/a Covad Communications Company's Responses to Staff's Third Set of Interrogatories (No. 48 – 58)

2. DIECA Communications, Inc. d/b/a Covad Communications Company's Responses to Staff's First Request for Production of Documents (Nos. 1 - 11)

PROFFERING PARTY: STAFF

BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

In re: Petition for arbitration of open issues resulting from interconnection negotiations with Verizon Florida Inc. by DIECA Communications, Inc. d/b/a Covad Communications Company.	Docket No. 020960-TP

DIECA COMMUNICATIONS, INC.
D/B/A COVAD COMMUNICATIONS COMPANY'S
RESPONSES TO STAFF'S THIRD SET OF INTERROGATORIES (NOS. 48 - 58)

DIECA Communications Inc. d/b/a Covad Communications Company (Covad), by and through its undersigned counsel, hereby responds to the Staff' Third Set of Interrogatories (Nos. 48 - 58). In providing these responses, Covad does not waive any of its objections filed on April 25, 2003, to Staff's Third Set of Interrogatories.

INTERROGATORIES

48. On Page 20, lines 3 – 6 of Evans/Clancy Direct Testimony an incumbent's responsibility for provisioning UNEs is discussed. Please identify specifically where FCC has made incumbents provide requesting carriers UNEs in situations where the incumbent would provide the UNE to a requesting retail customer as part of a retail offering.

RESPONSE: Section 251(c)(3) of the Telecommunications Act of 1996 imposes a duty upon ILECs to provide CLECs "nondiscriminatory access to network elements on an unbundled basis...on rates, terms and conditions that are just, reasonable, and nondiscriminatory." Sections 51.307, 51.311 and 51.313 of the FCC's rules similarly require ILECs to offer all requesting carriers nondiscriminatory access to UNEs. Specifically, Section 51.311(b) of the FCC's rules requires that "the quality of an unbundled network element, as well as the quality of the access to such unbundled network element, that an incumbent LEC provides to a requesting telecommunications carrier shall be at least equal in quality to that

which the incumbent LEC provides to itself."[1] Furthermore, Section 51.313(b) of the FCC's rules requires that "the terms and conditions pursuant to which an incumbent LEC offers to provide access to unbundled network elements, including but not limited to, the time within which the incumbent LEC provisions such access to unbundled network elements, shall, at a minimum, be no less favorable to the requesting carrier than the terms and conditions under which the incumbent LEC provides such elements to itself."[2]

The parity requirement of these rules includes the tasks involved in performing routine network expansions and modifications to electronics and other facilities that ILECs normally perform for their retail customers.[3] Thus, if an ILEC "upgrades its own network (or would do so upon receiving a request from a [retail] customer), it may be required to make comparable improvements to the facilities that it provides to its competitors to ensure that they continue to receive at least the same quality of service that the [ILEC] provides to its own customers."[4] The parity requirements of Section 51.311(b) and 51.313(c) already mandate that network modifications be made so that CLECs can access

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1 47 C.F.R. § 51.311(b); *see also In the Matter of Implementation of the Local Competition Provisions in the Telecommunications Act of 1996, and Interconnection Between Local Exchange Carriers and Commercial Mobile Radio Service Providers*, First Report and Order, CC Docket. No. 96-98, CC Docket No. 95-185, 11 FCC Record 15499, ¶¶ 312-13 (1996) ("*Local Competition Order*") (subsequent history omitted); *In the Matter of Implementation of the Local Competition Provisions of the Telecommunications Act of 1996*, CC Docket No. 96-98, Third Report and Order and Fourth Further Notice of Proposed Rulemaking, 15 FCC Record 3696, ¶¶ 490-491 (1999) ("*UNE Remand Order*") (subsequent history omitted).

2 47 C.F.R. § 51.313(b); *see also Local Competition Order* ¶¶ 315-16.

3 *See, e.g., US West Communications, Inc. v. AT&T Communications of the Pacific Northwest*, Inc, 31 F.Supp.2d 839, 856 (D. Or. 1998) *rev'd and vacated in part on other grounds sub nom. US West Communications, Inc. v Hamilton*, 224 F.3d 1049 (9th Cir. 2000); *U.S. West Communications, Inc. v. Jennings*, 46 F.Supp.2d 1004, 1025 (D. Ariz. 1999).

4 31 F.Supp.2d at 856; *see also* 46 F.Supp.2d at 1025.

underlying network elements or interconnect at the same level of quality or pursuant to the same terms and conditions that an ILEC provides to itself.

49. (a) On page 21, lines 6 – 17 of Evans/Clancy Direct Testimony, Verizon's loop provisioning policy is discussed. Please identify the number of Covad UNE DS-1 orders in Florida during the past 12 months that have been rejected due to "no facilities."

(b) Is it Covad's claim that Verizon Florida rejects Covad's orders where provisioning ". . . the loop would require the addition of doubler cases, central office shelf space, repeaters, or other equipment to the loop. . ."?

(c) If the response to (a) is affirmative, please identify all documents in Covad's possession that substantiate this assertion.

(d) Referring to lines 14 – 17, please identify all documents in Covad's possession that support this assertion.

RESPONSE: (a) None to date.

(b) Yes.

(c) Verizon's policy is set out in the responsive documents attached to Covad's Response to Staff's First Request for Production of Documents (Nos. 1 – 11), including, but not limited to,: slides 36 to 51 of the Verizon Hi-Cap Operations Presentation; March 30, 2001, April 2, 2001, and April 5, 2001, Correspondence between Mr. Oxman and Mr. Hartman; July 24, 2001, "Dear CLEC customer" DS1 and DS3 Unbundled Network Elements Policy; CLEC Guide – Unbundled Network Elements, p. 7.

(d) Id.

50. On page 33, lines 21 – 22 and 34, lines 1 – 10 of Evans/Clancy Direct Testimony, Verizon's policy for provisioning DSL to its retail customers is discussed.

(a) Does Covad possess any documentation that supports its claim that Verizon Florida provides resold DSL over resold voice lines to its resale customers?

(b) If the response to (a) is affirmative, please identify all documents in Covad's possession that substantiate this claim.

RESPONSE: (a) Yes.

(b) Responsive documents are attached to Covad's Response to Staff's First Request for Production of Documents (Nos. 1 – 11), including, but not limited to, November 21, 2001, VADI Communication.

51. (a) On page 14, lines 6 – 9 of Evans/Clancy Rebuttal Testimony Verizon's responsibility to condition existing loop facilities is discussed. Please identify specifically where in the Act, FCC rules, or FCC orders there is a requirement for ". . . Verizon to take affirmative steps to condition existing loop facilities to enable competing carriers to, provide services not currently provided over the facilities."

(b) Please define "condition existing loop facilities" as it used herein.

RESPONSE: (a) The Federal Communications Commission imposed an obligation on Verizon (specifically, its predecessor incumbent LEC companies) on August 8, 1996, to unbundle local loops for requesting carriers. That obligation, found in the *Local Competition First Report and Order*, and codified in Part 47 of the C.F.R., arises from the unbundling provisions of section 251(c)(3) of the Act. In that 1996 Order, the Commission described a DS-1 capable loop:

> We further conclude that the local loop element should be defined as a transmission facility between a distribution frame, or its equivalent, in an incumbent LEC central office, and the network interface device at the customer premises. This definition includes, for example, two-wire and four-wire analog voice-grade loops, and two-wire and four-wire loops that are conditioned to transmit the digital signals needed to provide service such as ISDN, ADSL, HDSL, and DS1-level signals.[5]

The FCC then addressed the requirement for incumbent LECs, such as Verizon, to take affirmative steps to condition loops to carry digital signals:

> Our definition of loops will in some instances require the incumbent LEC to take affirmative steps to condition existing loop facilities to enable requesting carriers to provide services not currently provided over such facilities. For example, if a competitor seeks to provide a digital loop functionality, such as

[5] *Local Competition First Report and Order* at ¶ 380.

> ADSL, and the loop is not currently conditioned to carry digital signals, but it is technically feasible to condition the facility, the incumbent LEC must condition the loop to permit the transmission of digital signals. Thus, we reject BellSouth's position that requesting carriers "take the LEC networks as they find them" with respect to unbundled network elements. As discussed above, some modification of incumbent LEC facilities, such as loop conditioning, is encompassed within the duty imposed by section 251(c)(3).[6]

Subsequently, in the *First Advanced Services Order*, the FCC again addressed this very issue. The FCC stated for a second time that incumbent LECs must take affirmative steps to condition loops for requesting carriers. Paragraph 53 of that Order states, in pertinent part,:

> In the *Local Competition Order*, the Commission identified the local loop as the network elements that incumbent LECs must unbundle "at any technically feasible point." It defined the local loop to include "two-wire and four-wire loops that are conditioned to transmit the digital signals needed to provide services such as ISDN, ADSL, HDSL and DS-1-level signals." To the extent technically feasible, incumbent LECs must "take affirmative action to condition existing loop facilities to enable requesting carriers to provide services not currently provided over such facilities." For example, if a carrier requests an unbundled loop for the provision of ADSL service, and specifies that it requires a loop free of loading coils, bridged taps, and other electronic impediments, the incumbent must condition the loop to those specifications, subject only to considerations of technical feasibility. The incumbent may not deny such a request on the ground that it does not itself offer advanced services over the loop, or that other advanced services that the competitive LEC does not intend to offer could be provided over the loop.[7]

The FCC repeated the obligation yet again in the *UNE Remand Order*:

> In order to secure access to the loop's full functions and capabilities, we require incumbent LECs to condition loops. This broad approach accords with section 3(29) of the Act, which defines network elements to include their "features, functions and capabilities."[8]

And indeed, the FCC was forced to once again reject GTE (now Verizon's) argument that it need not only provide a loop as it exists in its network:

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[6] *Local Competition First Report and Order* at ¶ 382.

[7] *First Advanced and Order* at ¶ 53 (internal citations omitted).

[8] *UNE Remand Order* at ¶ 167.

> GTE contends that the Eighth Circuit, in the *Iowa Utils. Bd. v. FCC* decision, overturned the rules established in the *Local Competition First Report and Order* that required incumbents to provide competing carriers with conditioned loops capable of supporting advanced services even where the incumbent is not itself providing advanced services to those customers. We disagree.[9]

(b) For DS-1 loops, "condition existing loop facilities" includes not only the removal of bridge taps and load coils, but the addition of doubler cases, central office shelf space, repeaters, or other equipment to the loop. These modifications are performed by Verizon for its retail customers and are, therefore, "technically feasible affirmative acts to condition existing loop facilities to enable requesting carriers to provide services not currently provided over such facilities."

52. (a) On page 14, lines 15 – 20 of Evans/Clancy Rebuttal Testimony Verizon's policy for provisioning a Verizon customer DS1 loop request is discussed. Please identify all documents in Covad's possession that support the claim that Verizon Florida will perform the steps for its retail customers identified at lines 15 - 18.

(b) Please identify all documents in Covad's possession that support the claim that Verizon Florida will not perform the steps for UNE customers identified at lines 18 – 20.

RESPONSE: (a) Responsive documents are attached to Covad's Response to Staff's First Request for Production of Documents (Nos. 1 – 11), including, but not limited to,: slides 36 to 51 of the Verizon Hi-Cap Operations Presentation; March 30, 2001, April 2, 2001, and April 5, 2001, Correspondence between Mr. Oxman and Mr. Hartman; July 24, 2001, "Dear CLEC customer" DS1 and DS3 Unbundled Network Elements Policy; CLEC Guide – Unbundled Network Elements, p. 7.

(b) Id.

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[9] *UNE Remand Order* at ¶ 173.

53. (a) On page 15, lines 3 – 14 of Evans/Clancy Rebuttal Testimony, Verizon's policies for provisioning service to its competitors is discussed. Please identify all documents in Covad's possession that support the claim with respect to Verizon Florida ". . . in instances where a shelf is added to provision a line for a competitor, the competitor bears the brunt of costs for the shelf and all the lines that will get installed on that shelf, including Verizon's lines."

(b) Please identify all documents in Covad's possession that support the claim that Verizon Florida has a 3-month minimum service period.

(c) Please identify all documents in Covad's possession that support the claim that Verizon Florida ". . . has rejected a number of Covad orders for high capacity UNEs claiming that no facilities are available on the basis that the capacity of its facilities is exhausted."

RESPONSE: (a) Responsive documents are attached to Covad's Response to Staff's First Request for Production of Documents (Nos. 1 – 11), including, but not limited to,: slides 36 to 51 of the Verizon Hi-Cap Operations Presentation; March 30, 2001, April 2, 2001, and April 5, 2001, Correspondence between Mr. Oxman and Mr. Hartman; July 24, 2001, "Dear CLEC customer" DS1 and DS3 Unbundled Network Elements Policy; CLEC Guide – Unbundled Network Elements, p. 7.

When Covad pays the special access rate, Covad bears additional costs over the UNE rate for installing the shelf. Any customer who orders a UNE DS-1 thereafter (until the shelf is full) does not bear that cost. If the incremental cost were included in the UNE rate, then Verizon should have no basis to refuse to install the shelf in order to provision a UNE DS1, which as previously stated, Verizon refuses to do.

(b) Id. The time commitment varies according to the Verizon entity involved.

(c) To date, Verizon has not rejected an order on this basis in Florida.

54. (a) On page 16, lines 9 – 13 of Evans/Clancy Rebuttal Testimony, the "distinction between constructing a new facility and modifying an existing one to improve its capacity" is discussed. Please identify specifically where the FCC has made a "distinction between constructing a new facility and modifying an existing one to improve its capacity."

(b) Please identify specifically where the Eight Circuit has made a "distinction between constructing a new facility and modifying an existing one to improve its capacity."

RESPONSE: (a) See Response to Interrogatory No. 51 (a).

(b) The 8th Circuit decisions in *Iowa I*[10] and *Iowa II*,[11] addresses an ILEC's unbundling obligation as it relates to modifying its network. The *Iowa* Court, and other courts, recognized the ILECs' obligation to modify or expand their networks at existing quality levels and that the construction of new facilities does not necessarily mean providing a superior network.[12] Indeed, "new facilities could be necessary just to create equivalent interconnection and access."[13]

To elaborate, although *Iowa I* and *Iowa II* vacated the FCC's superior quality rules, these decisions did not absolve ILECs from their obligation to treat CLECs in a nondiscriminatory manner and at parity, as the Act[14] and FCC rules require,[15] with respect to routine network modifications and expansions that are needed so that CLECs can interconnect and access UNEs on an equivalent basis. Although *Iowa I* stated that the Act only requires unbundled access to an ILEC's existing network, "not to yet unbuilt superior one," [16] this statement does not, as

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10 *See Iowa Utilities Board v. FCC*, 120 F.3d 753, 812-13 (8th Cir. July 18, 1997) ("*Iowa I*").

11 *See Iowa Utilities Board v. FCC*, 219 F.3d 744, 758 (8th Cir. July 18, 2000) ("*Iowa II*").

12 *See Iowa I* at 813 n.33; *see also US West Communications, Inc. v, Minnesota Public Utilities Commission*, 55 F.Supp.2d 968, 983 (D.Minn. Mar. 30, 1999); 46 F.Supp.2d at 1025; 31 F.Supp.2d at 856; *US West Communications, Inc. v. AT&T Communications of the Pacific Northwest, Inc.*, 1998 WL 1806670 *4 (W.D. Wash. 1998); *MCI Telecommunications Corp. v. US West Communications, Inc.*, 1998 WL 34004509 *4 (W.D.Wash 1998).

13 55 F.Supp.2d at 983.

14 47 U.S.C. § 251(c)(3).

15 47 C.F.R. §§ 51.311(a)&(b) and 51.313(a)&(b); *see also Local Competition Order* ¶¶ 312 (stating that Act's requirement that ILECs "'provide nondiscriminatory access to network elements on an unbundled basis' refers to the physical or logical connection to the element and the element itself.") & 313 (finding that ILECs must provide access and UNEs that are at least equal-in-quality to what the ILECs provide themselves unless it is technically infeasible to do so which the ILEC must demonstrate); see also UNE Remand Order ¶¶ 490-491.

16 *Iowa I*, 120 F.3d at 812-13.

Verizon would have the Commission believe, stand for the proposition that an ILEC may refuse to perform routine network modifications and expansions in order to make an existing network element available as it does for itself and its retail customers.[17]

In fact, the decision does not suggest this at all. *Iowa I* holds that ILECs cannot be required to *substantially* alter their networks in order to provide superior quality interconnection or superior quality access to network elements.[18] Furthermore, the *Iowa I* court limited this holding and explained that "the obligations imposed by sections 251(c)(2) and 251(c)(3) include *modifications to incumbent LEC facilities to the extent necessary to accommodate interconnection or access to network elements.*"[19] When the court revisited this decision in *Iowa II*, it simply reaffirmed its opinion. In doing so, the *Iowa II* court noted that its ruling was limited in its applicability because "*the Act prevents an ILEC from discriminating between itself and a requesting competitor with respect to the quality of interconnection provided.*"[20]

Hence, the crucial limitation established in the *Iowa I* and *Iowa II* decisions requires that an ILEC (in treating CLECs at parity and in a nondiscriminatory manner[21]) make those modifications to its facilities that are

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17 *See, e.g.*, 31 F.Supp.2d at 856; 46 F.Supp.2d at 1025.

18 *See US WEST Communications, Inc. v. THOMS*, 1999 WL 33456553 *8 (S.D. Iowa Jan. 25, 1999) ("*US West*") (citing *Iowa I*, 120 F.3d at 813 n.33).

19 *See Iowa I*, 120 F.3d at 813 n.33 (emphasis added) (citing *Local Competition Order*, ¶ 198); *see also US West*, at *8 (noting that the Eight Circuit endorsed the FCC's statement that the obligations imposed by section 251(c)(2) and 251(c)(3) include modifications to incumbent LEC facilities "to the extent necessary to accommodate interconnection or access to network elements"); 55 F.Supp.2d at 983 (same); 31 F.Supp.2d at 856 (same); 1998 WL 1806670 *4 (same); 1998 WL 34004509 *4 (same).

20 *See Iowa II*, 219 F.3d at 758 (emphasis added).

21 *See* 47 C.F.R. § 51.311(a)&(b) and 51.313(a)&(b); *see also, e.g.*, 46 F.Supp.2d at 1025; 31 F.Supp.2d at 856.

necessary to accommodate interconnection or access to network elements, but do not require the ILEC "to provide superior interconnection or access by substantially altering its network."[22]

55. Define Covad's Interactive Voice Response (IVR) System raised in Issue 30 and state when it should be used by Verizon. Does use of this system eliminate any of the manual testing?

RESPONSE: Covad developed the Interactive Voice Response (IVR) System for its Field Service Technicians (FSTs) to use for fault isolation in maintenance and repair operations. Due to the woeful performance of Verizon in delivering stand alone UNE loops to Covad, Covad negotiated with Verizon Operating Management and expanded the use of the IVR for fault isolation in provisioning operations by Verizon Technicians. This was to reduce the number of inbound calls to Covad Service Centers. Verizon Technicians would call the toll free number given for Joint Acceptance Testing to fault isolate loops that they were in the process of provisioning rather than calling once they had completed the provisioning process. The Verizon technicians were causing increased costs to Covad.

Verizon's use of Covad's IVR system was applied on an experimental basis in Massachusetts and the results were positive. Inbound call rates to the Covad center dropped and the provisioning success rate was about the same. The use of the IVR was expanded to New York and the results were similar. Eventually all of Verizon East was using the IVR on a high percentage of installs and the inbound call rate dropped to a more manageable level. Covad still takes inbound calls to perform a final, joint acceptance test, where the Covad Service Agent works with a Verizon field technician to verify the circuit, and so that Verizon's field technician can provide essential demarcation information to

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22 *See US West* at *8.

Covad. This process assures the technician is at the end user's premise based upon interactive scripts that have been jointly developed and agreed to by Verizon and Covad.

For Verizon, since it is Verizon's obligation to deliver a product that is operational when they state it is complete, the work that was being skirted by Verizon technicians calling directly to Covad call centers, is they did not need to perform a manual test with Central Office technicians in their own offices to verify that the loops functioned properly. Verizon did not install test equipment to remotely perform these tests, so the tests had to be performed manually by two Verizon technicians, one in the field and one in the central office. The offer to expand the use of the IVR caused some additional capital investment by Covad to increase the capacity of the IVR, but avoided the costs foisted on Covad by Verizon for Verizon to complete its obligation to Covad. Verizon avoided the manual testing costs. The IVR is not capable, however, of recording the demarcation information nor is it capable of asking the questions of the Verizon technician required to verify the circuit and gain the important demarcation information.

56. Please explain why Covad should not be subject to the collaborative agreement reached by Verizon and interested ALECs (including Covad) in New York concerning the process for line and station transfers (LST), as mentioned in Issue 35 on page 22 in Verizon's prehearing statement filed on March 21, 2003.

RESPONSE: To clarify, the "agreement" reached in the NY DSL Collaborative was that Verizon would provide LSTs in lieu of upgrading their DLC equipment so those loops could provide DSL service. Since the DLC was technically capable, with an upgrade, to provide DSL service, yet Verizon had not deployed the capability, Verizon, at the time of the collaborative, agreed to perform LST to move the requested service to a copper loop so the DSL service could be provisioned.

Verizon initially agreed to do this at no cost.

Subsequently, Verizon made a motion to reconsider the order that was written, and the NY Commission rendered an order that stated the costs for LST would be developed in UNE cost proceedings. Those costs were never developed for NY and Verizon applied costs for two different existing rate elements. In some states these were addressed in cost proceedings where the cost remains zero dollars.

57. Referring to Covad's position on Issue 38 reflected in its prehearing statement, please explain why Covad believes that Verizon should provision a new splitter in 45 days rather than the interval that is contained in Verizon's collocation tariff.

RESPONSE: As a result of line sharing arbitrations in New York State, the NY State PSC ordered the Carrier Working Group to negotiate an interval for augmenting collocation arrangements. During the arbitration, this issue expanded beyond simple splitter augments based upon the examples presented by CLECs involved in the proceeding. The result of the negotiation was that Verizon filed a tariff in NY that defined a particular set of augments that would have a 45 business day augment interval, and reaffirmed the existing 76 business day interval for full collocation. Some terms and conditions were also negotiated and those language changes were made in the tariff filing.

This was subsequently addressed in MA DTE case 98-57 Phase III and Massachusetts adopted the settlement from NY.

This left Verizon with a conundrum. In PA, the arbitrator ruled that splitter augments would be completed in 30 calendar days, and all other collocation work would be completed in 60 calendar days. Verizon offered to make standard augment intervals across its entire footprint of 45 business days and full collocation intervals of 76 business days. A number of CLECs joined this negotiation and consideration was made by Verizon in expanding the scope

of augments considered eligible for 45 business day treatment, further changing tariff language especially regarding forecasts, smoothing demand, and unexpected spikes in demand. This is the agreement that was referenced in our arbitration petition in Florida. It was negotiated among a consortia of CLECs with Verizon. The terms and conditions would apply to all parties.

Verizon recently backed away from this agreement. As a consequence, Covad intends to move in each state to make the standard interval what it is in Pennsylvania: 30 calendar days for augments and 60 calendar days for full collocation.

58. Does Covad consider Issue 39 to be a "resolved" or "unresolved" issue for purposes of this docket? Please explain your answer.

RESPONSE: Covad considers Issue 39 to be unresolved. Covad's position on Issue 39 is that consistent with 47 C.F.R. Section 51.319(h)(7)(i), Covad should be allowed to supply its own test head for line shared loops, as it has a right to access its loops for testing purposes. In particular, Covad is entitled to test the entire frequency range of the loop facility, both the high frequency portion and the low frequency portion (including DC). Covad should have access to its loops for testing purposes and should be able to test them in the manner it sees fit to assure that its customer's are provided reliable service.

Vicki Gordon Kaufman

Charles E. (Gene) Watkins
Covad Communications Company
1230 Peachtree Street, N.E.
Atlanta, Georgia 30309
(404) 942-3492 Telephone
(404) 942-3495 Facsimile

Vicki Gordon Kaufman
McWhirter Reeves McGlothlin Davidson
Decker Kaufman & Arnold, P.A.
117 South Gadsden Street
Tallahassee, Florida 32301
(850) 222-2525 Telephone
(850) 222-5605 Facsimile
Attorneys for Covad Communications
Company

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a true and correct copy of the foregoing DIECA Communications, Inc. d/b/a Covad Communications Company's Responses to Staff's Third Set of Interrogatories (Nos. 48 - 58) has been provided by (*) hand delivery, (**) electronic mail, or (***) U.S. Mail this 19th day of May 2003 to the following:

(*) (**) Lee Fordham
Office of the General Counsel
Florida Public Service Commission
2540 Shumard Oak Boulevard
Tallahassee, Florida 32399-0850

(**) David Christian
Verizon Florida, Inc.
106 East College Avenue, Suite 810
Tallahassee, Florida 32301

(**) (***) Kimberly Caswell
Vice President and General Counsel
Verizon Communications
201 North Franklin Street
Tampa, Florida 33601-0100

(**) (***) Steven H. Hartmann
Verizon Communications, Inc.
1320 House Road, 8th Floor
Arlington, Virginia 22201

(**) (***) Kellogg Huber Law Firm
Aaron Panner/Scott Angstreich
1615 M. Street, Suite 400
Washington, DC 20036

Vicki Gordon Kaufman

VERIFICATION

STATE OF NEW YORK

COUNTY OF NASSAU

BEFORE ME, the undersigned authority, personally appeared **Michael Clancy,** who deposed and stated that the answers to the Third Set of Interrogatories (Nos 48-58) served on Covad Communications Company by Staff in Docket No. 020960-TP were prepared at his request and he is informed that the responses contained therein are true and correct to the best of his information and belief.

DATED this 19th day of May, 2003.

Michael Clancy

Sworn to and subscribed before me this 19th day of May, 2003.

Notary Public
State of New York

JON STEINHAUSER
NOTARY PUBLIC, State of New York
No. 01ST6072753
Qualified in Nassau County
Commission Expires April 15,2006

No. 01ST6072753
Name Typed or Printed Commission No.

My Commission Expires:
4-15-2006

VERIFICATION

DISTRICT OF COLUMBIA

BEFORE ME, the undersigned authority, personally appeared **Valerie Evans,** who deposed and stated that the answers to the Third Set of Interrogatories (Nos 48-58) served on Covad Communications Company by Staff in Docket No. 020960-TP were prepared at her request and she is informed that the responses contained therein are true and correct to the best of her information and belief.

DATED this 16 day of May, 2003.

Valerie Evans

Sworn to and subscribed before me this 16th day of May, 2003.

Notary Public
District of Columbia

Jessie M. Keels
Name Typed or Printed Commission No.

My Commission Expires: My Commission Expires April 30, 2004

BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

In re: Petition for arbitration of open issues resulting from interconnection negotiations with Verizon Florida Inc. by DIECA Communications, Inc. d/b/a Covad Communications Company.	Docket No. 020960-TP

DIECA COMMUNICATIONS, INC.
D/B/A COVAD COMMUNICATIONS COMPANY'S
RESPONSES TO STAFF'S FIRST REQUEST FOR PRODUCTION OF DOCUMENTS
(NOS. 1 - 11)

DIECA Communications Inc. d/b/a Covad Communications Company (Covad), pursuant to Rules 1.280(b) and 1.350, Florida Rules of Civil Procedure, and Rule 28-106.206, Florida Administrative Code, hereby provides the following Responses to Staff's First Request for Production of Documents (Nos. 1 – 11). In providing these responses, Covad does not waive any of its objections filed on April 25, 2003, to Staff's First Request for Production of Documents.

DOCUMENT REQUEST

1. Please provide all documents identified in response to Interrogatory 49(a).

RESPONSE: No documents were identified in response to Interrogatory 49(a). However, the spreadsheet entitled "Covad T1 Order History for Verizon Florida", provides the basis for Covad' response to Interrogatory 49(a). It is being filed with a Notice of Intent to Request Confidential Calssification

2. Please provide all documents identified in response to Interrogatory 49(c).

RESPONSE: Slides 36 to 51 of the Verizon Hi-Cap Operations Presentation; March 30, 2001, April 2, 2001, and April 5, 2001, Correspondence between Mr. Oxman and Mr.

Hartman; July 24, 2001, "Dear CLEC customer" DS1 and DS3 Unbundled Network Elements Policy; and CLEC Guide – Unbundled Network Elements, p. 7 are enclosed herewith.

3. Please provide all documents identified in response to Interrogatory 49(d).

RESPONSE: See Response to Request for Production No. 2.

4. Please provide all identified documents in Covad's possession that respond to Interrogatory 50(b).

RESPONSE: Verizon correspondence, dated November 21, 2001, entitled "VADI Communication" is enclosed herewith.

5. Please provide all identified documents in Covad's possession that respond to Interrogatory 52(a).

RESPONSE: See Response to Request for Production No. 2.

6. Please provide all identified documents in Covad's possession that respond to Interrogatory 52(b).

RESPONSE: See Response to Request for Production No. 2.

7. Please provide all identified documents in Covad's possession that respond to Interrogatory 53(a).

RESPONSE: See Response to Request for Production No. 2.

8. Please provide all identified documents in Covad's possession that respond to Interrogatory 53(b).

RESPONSE: See Response to Request for Production No. 2 and December 19, 2002 email from David F. Russell to Valerie Evans with attachments.

9. Please provide all identified documents in Covad's possession that respond to Interrogatory 53(c).

RESPONSE: No such documents exist as to Florida rejects.

10. Please provide all identified documents in Covad's possession that respond to Interrogatory 54(a).

RESPONSE: The FCC citations provided in response to Interrogatory 54(a) are available publicly.

11. Please provide all identified documents in Covad's possession that respond to Interrogatory 54(b).

RESPONSE: The 8th Circuit Court of Appeals citations provided in response to Interrogatory 54(b) are available publicly.

Charles E. (Gene) Watkins
Covad Communications Company
1230 Peachtree Street, N.E.
Atlanta, Georgia 30309
(404) 942-3492 Telephone
(404) 942-3495 Facsimile

Vicki Gordon Kaufman
McWhirter Reeves McGlothlin Davidson
Decker Kaufman & Arnold , P.A.
117 South Gadsden Street
Tallahassee, Florida 32301
(850) 222-2525 Telephone
(850) 222-5605 Facsimile

Attorneys for Covad Communications Company

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a true and correct copy of the foregoing DIECA Communications, Inc. d/b/a Covad Communications Company's Responses to Staff's First Request for Production of Documents (Nos. 1 - 11) has been provided by (*) hand delivery, (**) electronic mail, or (***) U.S. Mail this 19th day of May 2003 to the following:

(*) (**) Lee Fordham
Office of the General Counsel
Florida Public Service Commission
2540 Shumard Oak Boulevard
Tallahassee, Florida 32399-0850

(**) David Christian
Verizon Florida, Inc.
106 East College Avenue, Suite 810
Tallahassee, Florida 32301

(**) (***) Kimberly Caswell
Vice President and General Counsel
Verizon Communications
201 North Franklin Street
Tampa, Florida 33601-0100

(**) (***) Steven H. Hartmann
Verizon Communications, Inc.
1320 House Road, 8th Floor
Arlington, Virginia 22201

(**) (***) Kellogg Huber Law Firm
Aaron Panner/Scott Angstreich
1615 M. Street, Suite 400
Washington, DC 20036

Vicki Gordon Kaufman


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UNE Hi-Cap Operations Meeting November 15, 2001

Agenda

- 9:00 - 9:15 Welcome & Opening Comments
- 9:15 - 9:45 Organizational Overview
- 9:45 - 10:15 UNE Hi-Cap Resources
- 10:15 - 11:00 ASR Process Flow
- 11:00 - 11:15 Break

Agenda (continued)

- 11:15 - 11:45 Facility Build Policy
- 11:45 - 12:45 Provisioning Flow
- 12:45 - 1:00 Wrap-up/Q&A

CLEC Operations

- ***The Goal Of This Meeting Is:***
  - Meet Operations Personnel from across the industry in an effort to:
    - ✓ Improve communications
    - ✓ Develop better business relationships

CLEC Operations

Topics For This Meeting:

- Topics should be limited to:
  - ✓UNE Hi-Cap Facility Ordering & Provisioning
  - ✓Facility Build Policy for UNE Hi-Caps

- Time will be allocated for all questions

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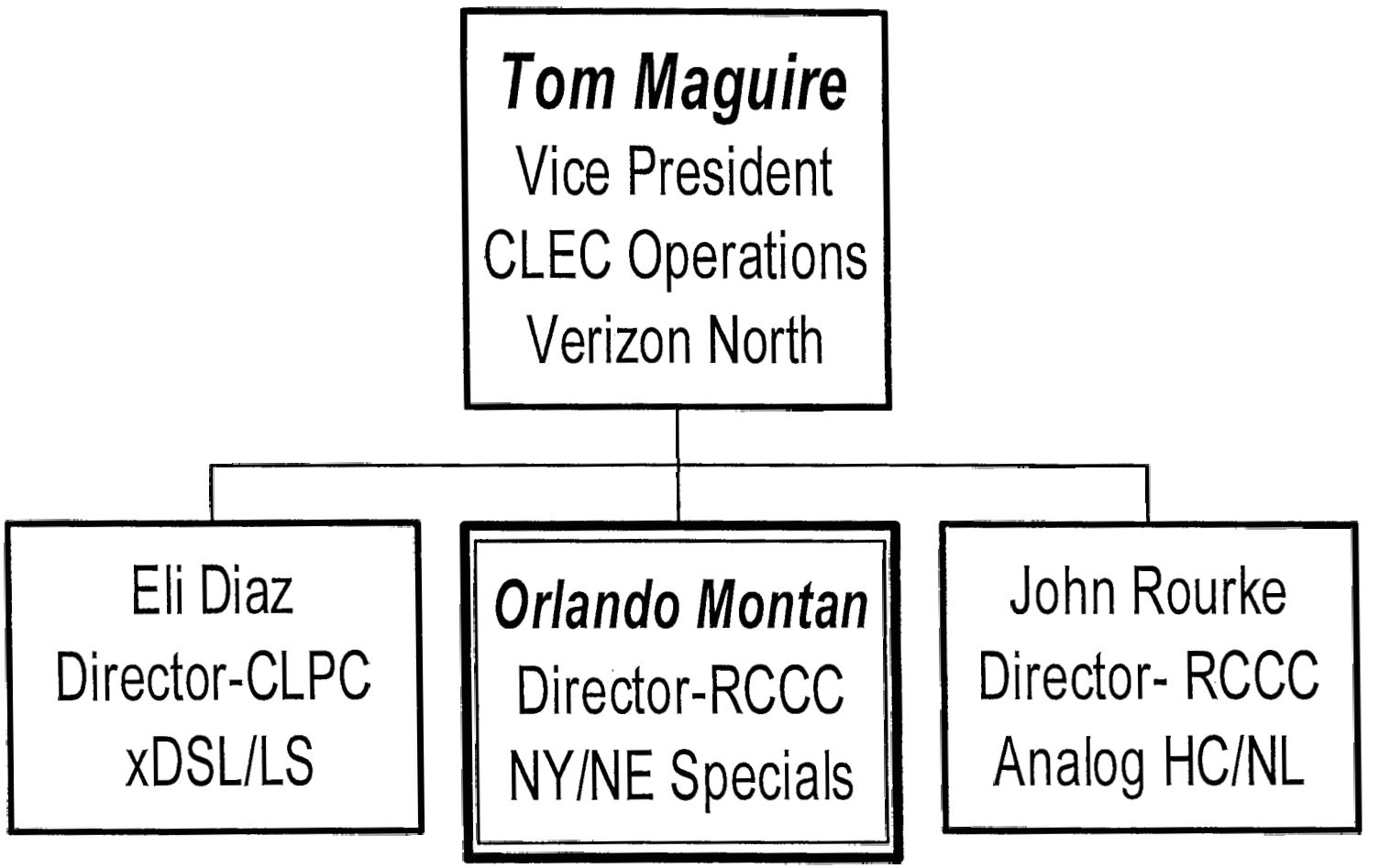
CLEC Operations

- ***This Meeting is Not:***
  - A forum to discuss:
    - ✓**Metrics**
    - ✓**Regulatory matters**
  - A venue to allow clients to address individual complaints or challenges other than items that are high level (i.e., industry wide) in nature

Organizational Overview

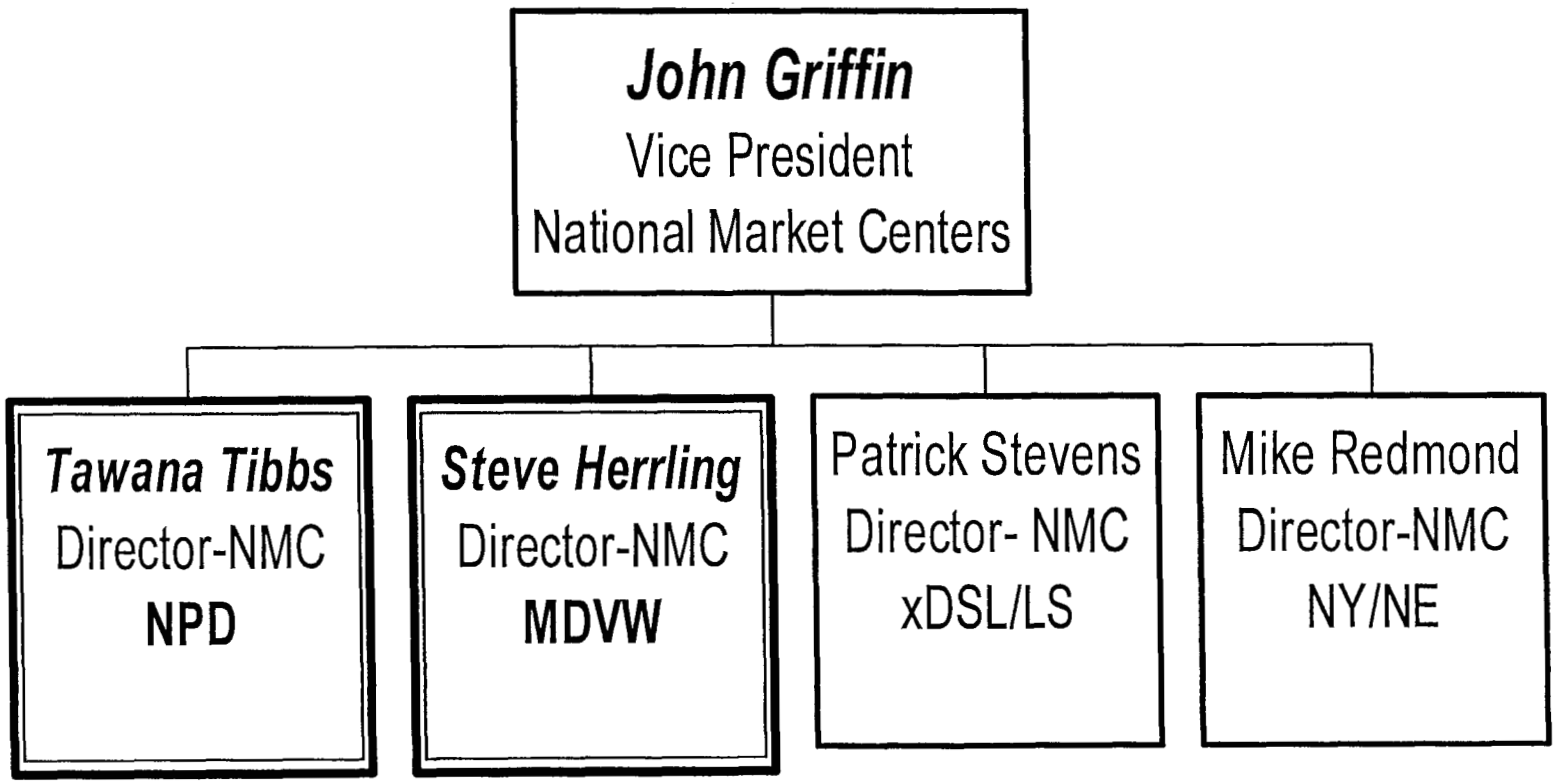
CLEC Operations - North



CLEC Operations - North

- UNE Hi-Cap - ASR Processing & Provisioning
  - Orlando Montan - Director
    - ✓ Boston CATC (NY/NE)
      - – Jim DeNapoli, Manager
    - ✓ NY RCCC (NY/NE)
      - – Jim Martin & Marva Morris, Managers

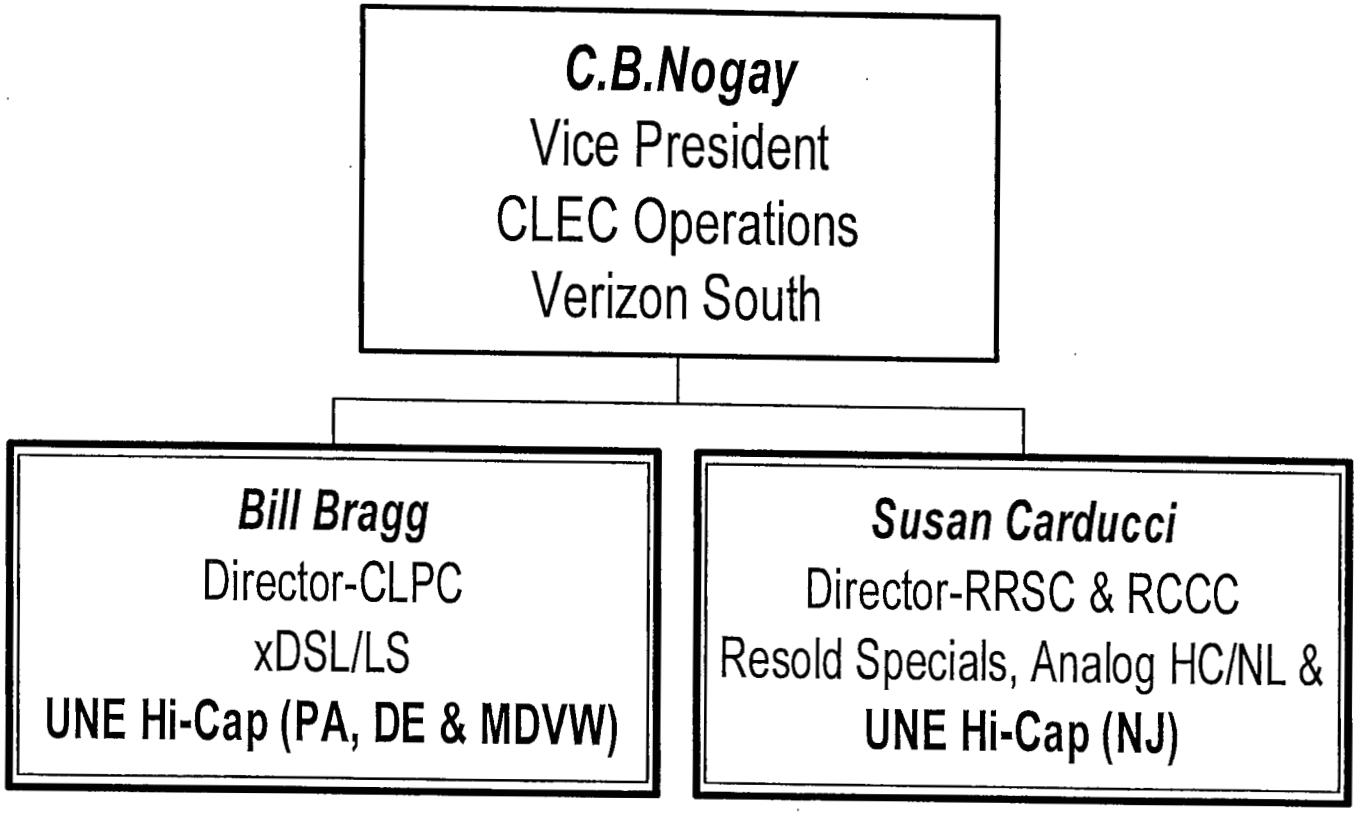
National Market Centers



National Market Centers

- UNE Hi-Cap - ASR Processing
  - Tawana Tibbs - Director NMC
    - ✓Pittsburgh NMC (NJ, PA & DE)
      - – Charlene Sanders, Manager
  - Steve Herrling - Director NMC
    - ✓Silver Spring NMC (MDVW)
      - – Al Townsend, Manager

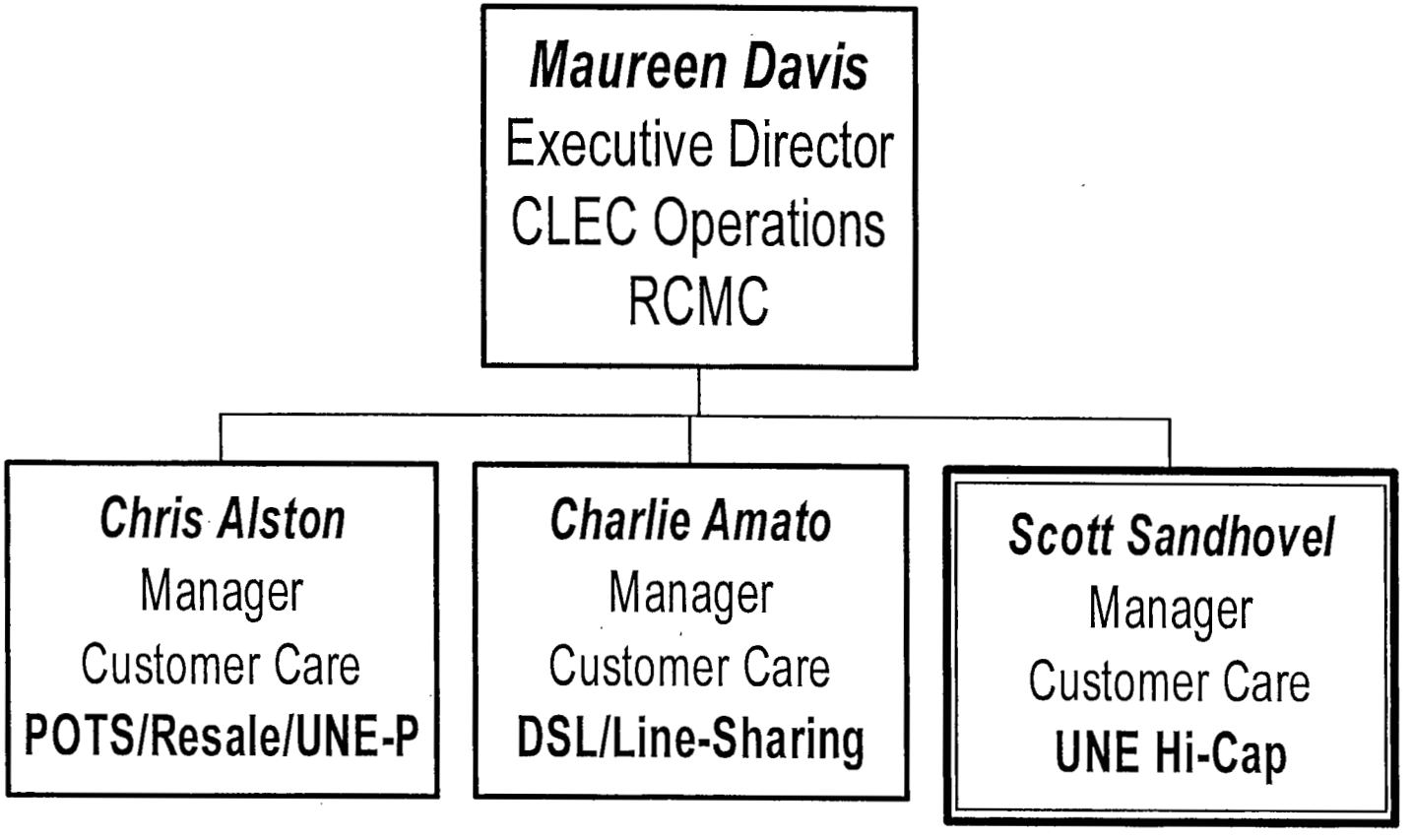
CLEC Operations - South



CLEC Operations - South

- UNE Hi-Cap - Provisioning
  - Bill Bragg - Director CLPC
    - ✓Hunt Valley CLPC (PA, DE & MDVW)
      - Linda Brooks, Manager
  - Susan Carducci - Director RCCC/RRSC
    - ✓RRSC (NJ)
      - Bob Borik, Manager

CLEC Operations - Maintenance

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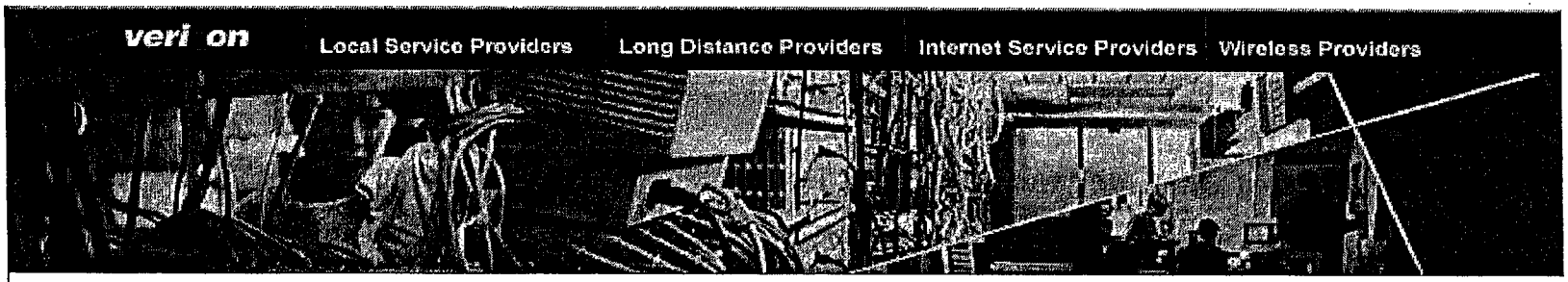
UNE Hi-Cap Resources

Steve Degeorgis
Service Manager
RCCC

http://www22.verizon.com/wholesale



Search

Verizon Wholesale

Verizon offers a comprehensive range of products, services, applications and support for Local Service Providers, Long Distance Providers, Internet Service Providers, and Wireless Providers.

Benefit from our broad collection of tools, training and education materials, industry resources and documentation to help you stay on top of your business and keep it running smoothly and efficiently.

CLEC

Verizon.com Links

- For Your Home
- For Your Small Business
- Enterprise Solutions
- ISP Markets Sales

Local Service Providers

Whether you are a CLEC, DLEC, ILEC or Reseller, we have the information you need. Locate products and services, learn how to do business with Verizon, stay informed on the latest regulatory updates, find out how to enter a trouble ticket, check performance measures and much more.

Long Distance Providers

Find the Wholesale Long Distance information you need, when you need it. Check product and service availability, access support resources, newsletters, notifications, training and education courses and everything else you need to help maintain a successful business.

Internet Service Providers

Verizon Wholesale keeps you connected to your customers by providing the tools and resources to help you stay on top of the business. Learn about products and services, available training and how to do business with Verizon. We'll even help you stay current on the latest regulatory information.

Wireless Providers

Access to information you need. Use the Wireless Handbook to learn how to establish and maintain a successful business relationship with Verizon, locate availability of products and services, check out our FAQs and other useful support and industry documentation to help you stay up-to-date and informed.

- Telecom News and Events
- Quick Find Index
- Glossary of Telecom Terms
- Feedback

About the new Verizon Wholesale Web Site

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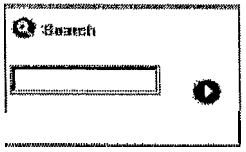
Local Service Providers



Verizon Wholesale
Local Service Providers
Products and Services
Tools and Applications
Training and Education
Support, Contacts and FAQ
Online Library

Verizon Wholesale

Local Service Providers

At Verizon Wholesale, we offer current and easy-to-use information, tools and resources to help our Local Service Provider customers manage their operations efficiently and successfully.

The tools and information are at your fingertips: you can locate the products and services available in your geographic area; access tools and applications for everything from order status, billing and trouble administration to performance measurement reports and other templates. You can also register for training courses and workshops; link to relevant support and contact information; stay informed about how to do business with Verizon; and read about notifications, tariffs and regulatory information in our Online Library.

Telecom News and Events
Quick Find Index
Glossary of Telecom Terms
Feedback

New Service:
Wholesale E-Mail Newsletter

Products and Services

You can count on Verizon Wholesale for everything from basic unbundled network elements to advanced SONET and SS7 solutions.

Support, Contacts and FAQ

Verizon Wholesale provides you with convenient access to resources, contact information and frequently asked questions.
Resources
Contact Us
Holiday Schedules
FAQ

Contact Lists

Verizon offers International SONET transport using SDH hierarchy over North American SONET-based networks. Call your Account Team.

CSG Guide

Tools and Applications

Manage your business - **from order** status, billing and trouble administration to Performance Measurement reports and other templates to help you get the job done.

Online Library

From getting started to process flows, we offer the following documentation to establish and support your relationship with Verizon.
Getting Started as a Wholesale Customer
Handbooks and Guides
Business Rules & Customer Documentation
Newsletters
Notifications and Letters
Tariffs and Regulatory Information

CLEC Handbook

ASR Business Rules

Line Code Guide

Training and Education

Our training classes and workshops provide you with valuable information regarding Verizon Wholesale's products, services, systems and operations.

Tools & Applications: CSG - DD/PTD Status

Due Date/Plant Test Date Status Display

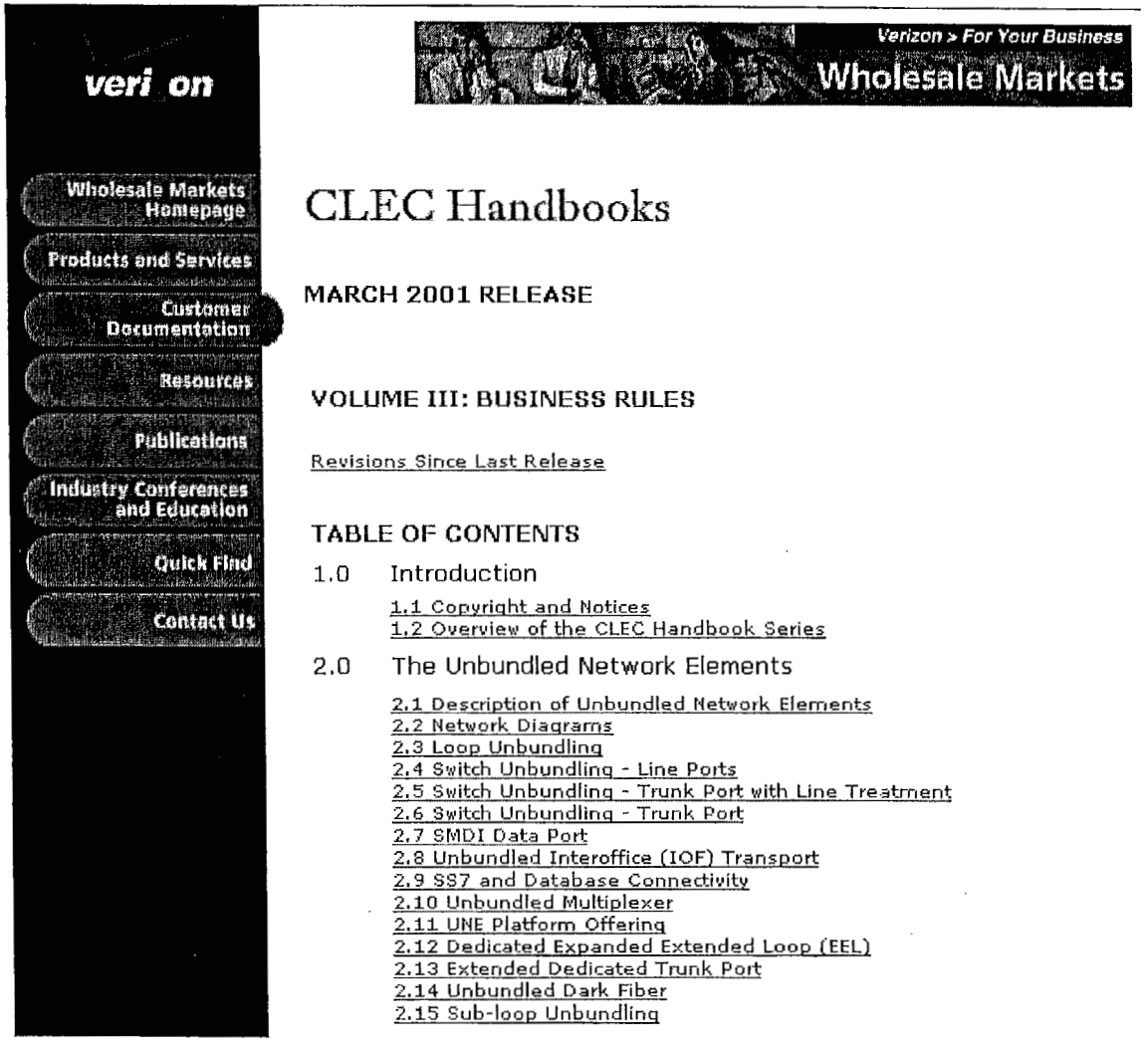
Search Criteria
CCNA: AAA
PON: 1212121212

Status Information

Circuit ID	Act	Status	PTD	PTD JEP	DD	DD JEP
32/HCFU/123456/NY	A	PENDING	mm/dd/yyyy	-	mm/dd/yyyy	A

JEOPARDY CODE DESCRIPTION TABLE	
	DESCRIPTION
A	
B	Service Order Problem
C	Engineering Document Problem
D	Loop Make-Up Problem
E	Facilities Assignment Issue
F	Plug-In Issue
G	Software/Provisioning Issue
H	Trunk-Side Switch Termination Problem
I	Scheduling Issue
J	Exception (weather, disaster or work-stoppage)

On-Line Library: CLEC Handbook Series



- Product & Technical Descriptions
- Ordering Requirements
- USOC
- Ordering Intervals

On-Line Library

- ASR Business Rules
  - ASR (Access Service Request) form
  - Transport form
  - SALI (Service Address Location Identifier)
    - ✓**Facility terminates @ End-user location**
- NC/NCI/SECNCI Guide for UNE Hi-Cap
  - UNE IOF, Dark Fiber
  - UNE Loops (DS1/DS3)
  - EEL Loops, EEL Backbone & M-Loops

ASR Business Rules

3.2 ASR - Access Service Request Form

Required form for all requests using ASR forms.

ASR Form - Specific Data

	Field	Data Description	Length	Type	Usage	Valid Entries	Notes And Conditions
8.	UNB	Unbundled Network Elements	1	A	Conditional	Y = Ordering unbundled elements	Identifies that this request is ordering unbundled network elements for local service. Optional when the CC field is populated and the first position of the RHQTYP field is "M", "S", "Q" or "L", otherwise prohibited *Required when ordering UNEs. See REQTYP field notes for UNEs.*
70.	SPEC	Service and Product Enhancement Code	5-7	A/N	*Conditional*	Positions 1-7 = any alpha character except "I" or any numeric character except "0" *When ordering UNEs:* *"UNBALL"* *"UNB1OT"* *"UNB1DP"* *"UNB1D2"* *see Notes*	Identifies a specific product or service offering. *Required when UNE field = "Y" and first position of the REQTYP field entry is "L", "M" or "S".* *UNE SPECs and configurations are:* *UNBALL = UNE DS1 & DS3 Loop (non-EEL), UNE IOF, UNE Dark Fiber, UNE Mux, Cage to cage and DTS* *UNB1OT = All Expanded Extended Loop (EEL)* Products (EEL Backbone, EEL Loops (DS1 and DS3) and EEL M-Loops (Voice Grade, DS0, and DS1)* *UNB1DP = Extended Dedicated Trunk Port (EDTP) Type 1** *UNB1D2 = Extended Dedicated Trunk Port (EDTP) Type 2** **where available*

	Field	Data Description	Length	Type	Usage	Valid Entries	Notes And Conditions
17.	LD1	Location Designator #1	4	A	Conditional		Identifies additional specific information related to the service address (e.g., building, floor, room). Optional when the SASN field is populated, otherwise prohibited *Required when the ACT field on the ASR Form is "N" or "T" and the SASN field is populated, otherwise prohibited.*
18.	LV1	Location Value #1	10	A/N	Conditional		Identifies the value associated with the first location designator of the service address. Optional when the LD1 field is populated, otherwise prohibited *Required when the LD1 field is populated, otherwise prohibited.*

NC/NCI/SECNCI Guide for UNE Hi-Cap Facilities

UNE IOF TRANSPORT – DS3

(SPEC FIELD = UNBALL)

Termination Type – DS3 *	Line Coding & Framing	NC Code	NCI Code	SECNCI Code
CLEC CO to CLEC CO	M32 Framing	HF--	04DS6.44	04DS6.44
Colloc to Colloc	M32 Framing	HF--	04QB6.33A	04QB6.33A
Colloc to CLEC CO	M32 Framing	HF--	04QB6.33A	04DS6.44
CLEC CO to Colloc	M32 Framing	HF--	04DS6.44	04QB6.33A
CLEC CO to CLEC CO	C-Bit Parity (Channelized)	HFC-	04DS6.44I	04DS6.44I
Colloc to Colloc	C-Bit Parity (Channelized)	HFC-	04QB6.33C	04QB6.33C
Colloc to CLEC CO	C-Bit Parity (Channelized)	HFC-	04QB6.33C	04DS6.44I
CLEC CO to Colloc	C-Bit Parity (Channelized)	HFC-	04DS6.44I	04QB6.33C
CLEC CO to CLEC CO	C-Bit Parity (Unchannelized)	HFC-	04DS6.44A	04DS6.44A
Colloc to Colloc	C-Bit Parity (Unchannelized)	HFC-	04QB6.33B	04QB6.33B
Colloc to CLEC CO	C-Bit Parity (Unchannelized)	HFC-	04QB6.33B	04DS6.44A
CLEC CO to Colloc	C-Bit Parity (Unchannelized)	HFC-	04DS6.44A	04QB6.33B

* Termination type refers to entries in ACTL field (A-End) and SECLOC field (Z-End) as populated on ASR.

UNE DARK FIBER (IOF & LOOP)

(SPEC FIELD = UNBALL)

Termination Type – DF *	Line Code & Framing	NC Code	NCI Code	SECNCI Code
Colloc to Colloc (DF-IOF)		LX--	02QBF.LLX	02QBF.LLX
Colloc to CLEC CO (DF-IOF)		LX--	02QBF.LLX	02FCF.X
Colloc to End-user (DF-LOOP)		LX--	02QBF.LLX	02FCF.X

* Termination type refers to entries in ACTL field (A-End) and SECLOC field (Z-End) as populated on ASR.

NC/NCI/SECNCI Guide for UNE Hi-Cap Facilities

UNE LOOPS – DS3

(SPEC FIELD = UNBALL)

Termination Type – DS3 *	Line Coding & Framing	NC Code	NCI Code	SECNCI Code
Colloc to End-user	M32 Framing	HF--	04QB6.33A	04DS6.44
Colloc to End-user	C-Bit Parity (Channelized)	HFC-	04QB6.33C	04DS6.44I
Colloc to End-user	C-Bit Parity (Unchannelized)	HFC-	04QB6.33B	04DS6.44A
Colloc to End-user	Non-CBIT or M23 **	HF--	04QB6.33	04DS6.44

* Termination type refers to entries in ACTL field (A-End) and SECLOC field (Z-End) as populated on ASR.
** The non-CBIT or M23 option will not be valid for "new" activity on or after January 7, 2002.

UNE LOOPS – DS1

(SPEC FIELD = UNBALL)

Termination Type – DS1 *	Line Code & Framing	NC Code	NCI Code	SECNCI Code
Colloc to End-user	AMI, SF	HC--	04QB9.11	**04DU9.BN**
Colloc to End-user	AMI, ESF	HCD-	04QB9.11	04DU9.1KN
Colloc to End-user	B8ZS, ESF	HCE-	04QB9.11	04DU9.1SN
Colloc to End-user	B8ZS, SF	HCZ-	04QB9.11	04DU9.DN

* Termination type refers to entries in ACTL field (A-End) and SECLOC field (Z-End) as populated on ASR.

NC/NCI/SECNCI Guide for UNE Hi-Cap Facilities

EEL LOOPS – DS1

(SPEC FIELD = UNB1OT)

Termination Type – DS1 *	Line Code & Framing	NC Code	NCI Code	SECNCI Code
Colloc to End-user	AMI, SF	HC--	04QB9.11	04DU9.BN
CLEC CO to End-user	AMI, SF	HC--	04DS9.15	04DU9.BN
Colloc to End-user	AMI, ESF	HCD-	04QB9.11	04DU9.1KN
CLEC CO to End-user	AMI, ESF	HCD-	04DS9.1K	04DU9.1KN
Colloc to End-user	B8ZS, ESF	HCE-	04QB9.11	04DU9.1SN
CLEC CO to End-user	B8ZS, ESF	HCE-	04DS9.1S	04DU9.1SN
Colloc to End-user	B8ZS, SF	HCZ-	04QB9.11	04DU9.DN
CLEC CO to End-user	B8ZS, SF	HCZ-	04DS9.15B	04DU9.DN

* Termination type refers to entries in ACTL field (A-End) and SECLOC field (Z-End) as populated on ASR.

EEL DS1 M-LOOPS

(SPEC FIELD = UNB1OT)

SR Flavor/Termination Type – DS1 *	Line Code & Framing	NC Code	NCI Code	SECNCI Code
Colloc to End-user	AMI, SF	HC--	04QB6.33	04DU9.BN
CLEC CO to End-user	AMI, SF	HC--	04DS6.44	04DU9.BN
Colloc to End-user	AMI, ESF	HCD-	04QB6.33	04DU9.1KN
CLEC CO to End-user	AMI, ESF	HCD-	04DS6.44	04DU9.1KN
Colloc to End-user	B8ZS, ESF	HCE-	04QB6.33	04DU9.1SN
CLEC CO to End-user	B8ZS, ESF	HCE-	04DS6.44	04DU9.1SN
Colloc to End-user	B8ZS, SF	HCZ-	04QB6.33	04DU9.DN
CLEC CO to End-user	B8ZS, SF	HCZ-	04DS6.44	04DU9.DN

* Termination type refers to entries in ACTL field (A-End) and SECLOC field (Z-End) as populated on ASR.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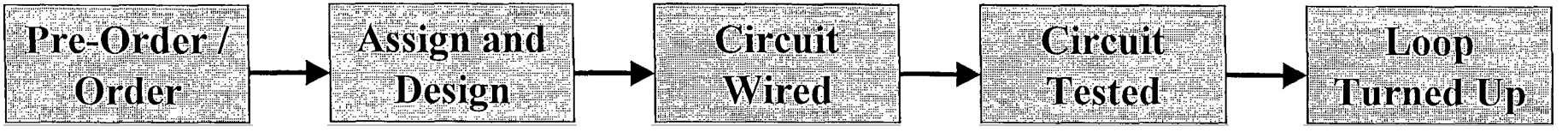
ASR Process Flow

Jim DeNapoli
Manager
CATC

ASR Process Flow



Pre-Order / Order

- CLEC issues ASR indicating type of UNE Hi-Cap loop requested
- CATC/NMC either queries or accepts and inputs into RequestNet
- RequestNet confirms facilities through Engineering. If not available, query CLEC to issue SUP1
- FOC sent within 72 hours either way

Assign and Design

- CPC designs circuit and issues on RID
- DLR sent to CLEC
- WORD DOC flows to RCCC/CLPC via WFA/C
- Work steps created in WFA/DI and TEMS for Central Office wiring activity
- If required, order flows to WFA/DO for field dispatch

Circuit Wired

- TEMS automatically places electronic cross connects
- CO tech wires frame
- If required, field techs complete outside work

Circuit Tested

- RCCC/CLPC tests the loop on Frame Continuity Date, contacts appropriate party if something wrong. (In / Out)

Loop Turned Up

- If required, field dispatches tech to premises. Field tech contacts RCCC/CLPC for testing
- RCCC/CLPC tech does turn up testing with CLEC
- CLEC accepts circuit or requests that test loop be left up until they are ready

Pre-RID ⟷ **Post-RID**

Open Query - Issues

- Numerous ASRs in Query status, some quite old
- Miscommunication w/ "Voice Message" Query notification process
- Pre-order tools not utilized fully (Service Address, CFA Validation)
- ASR Business Rules not always adhered to

Open Query - Impact

- Creates backlog
- End-user expectations may not be met
- Extra work/negotiations may be required for CLEC & VZ
- Increase in expedites/escalations
- May impact pipeline orders
- 10-day auto-cancellation, eff. 11/26/01

Project Policy

- All project intervals are negotiated with Project Managers:
  - NY/NE - Mary Farrell, 617-743-1587
    - mary.farrell@verizon.com
  - NJ/PA/DE - Diane Sherry, 617-342-0992
    - diane.f.sherry@verizon.com
  - MDVW - R. Terry Charlton, 301-989-4229
    - richard.t.charlton@verizon.com

Project Policy - New Connects

- UNE-IOF: Either ACTL or SECLOC must be the same location
  - UNE IOF - 8 or more DS1, DS3 or OC3/OC12
- UNE-Loop: Same ACTL & SECLOC
  - UNE-Loop - 10 or more DS1/DS3 (North)
  - UNE-Loop - 11 or more DS1/DS3 (South)

Project Policy - Coordinated Conversion

- When one CLEC assumes another CLECs circuits due to bankruptcy, takeovers and mergers
- Losing CLEC sometimes not able to issue a disconnect ASR
- Assuming CLEC responsible for issuing new connect ASR with disconnect circuit & BAN in Remarks


verizon

Facility Build Policy

Sharon Rose
Manager
Engineering

Facility Build Policy

- Verizon will provide UNE DS1 & DS3 facilities (loops or IOF) to requesting CLECs where existing facilities are currently available.
- Verizon is not obligated to construct new UNE(s) where such network facilities have not already been deployed for Verizon's use in providing service to its wholesale and retail customers.

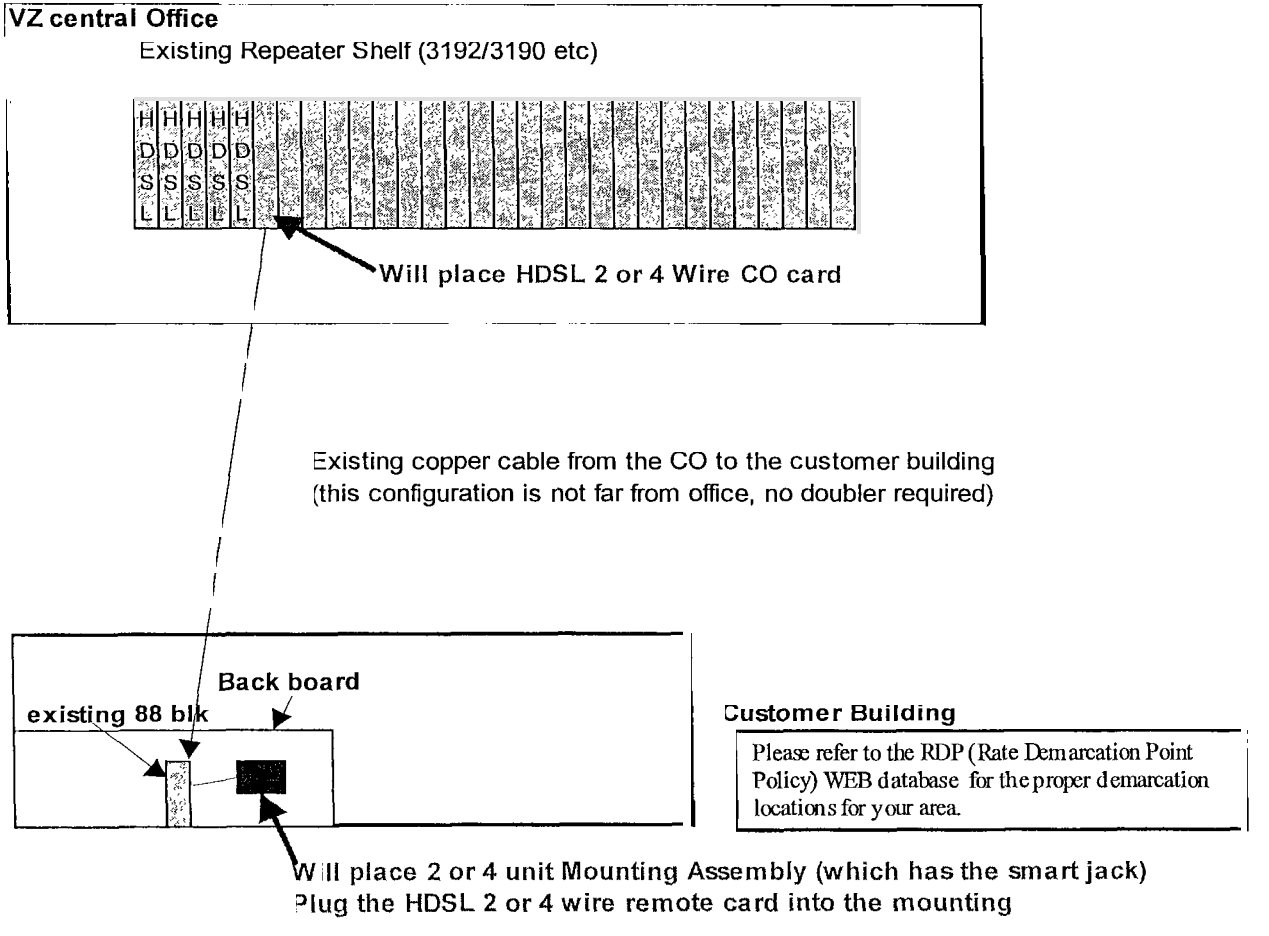
Facility Build Policy

- In areas where Verizon has construction underway to meet anticipated future demand, Verizon's field engineers will provide a due date on CLEC orders for UNE DS1 and DS3 facilities (Loops/IOF) based on the estimated completion date of that pending job, even though no facilities are immediately available.
- ECCD plus product interval.

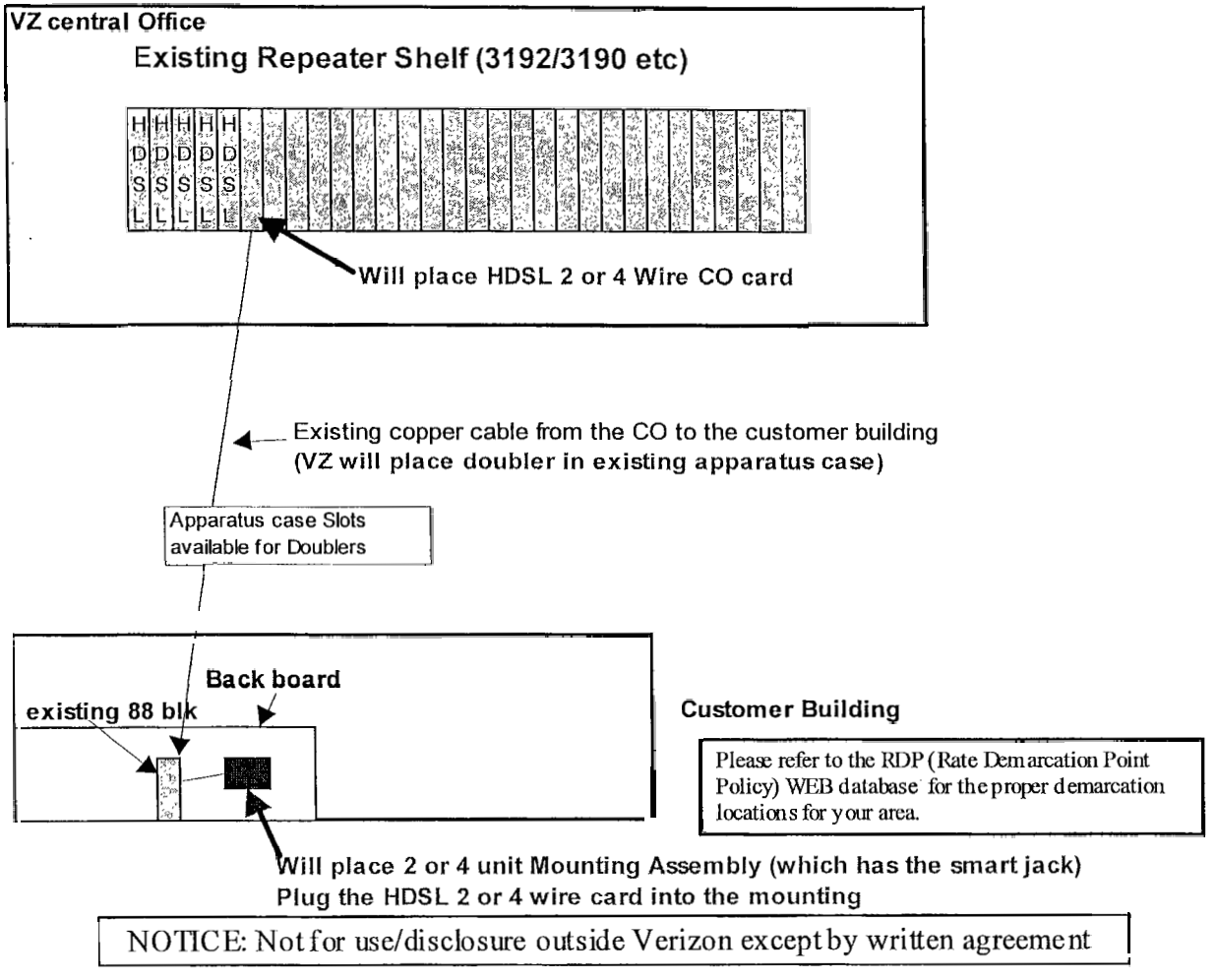
Facility Build Policy

- Verizon will reject an order for a UNE DS1/DS3 where (i) it does not have the common equipment in the central office, at the end user's location, or outside plant facility needed to provide a DS1/DS3 network element, or (ii) there is no available wire or fiber facility between the central office and the end user.

DS1 Copper solution HDSL configuration (No doubler required)
This would be considered Facilities Available

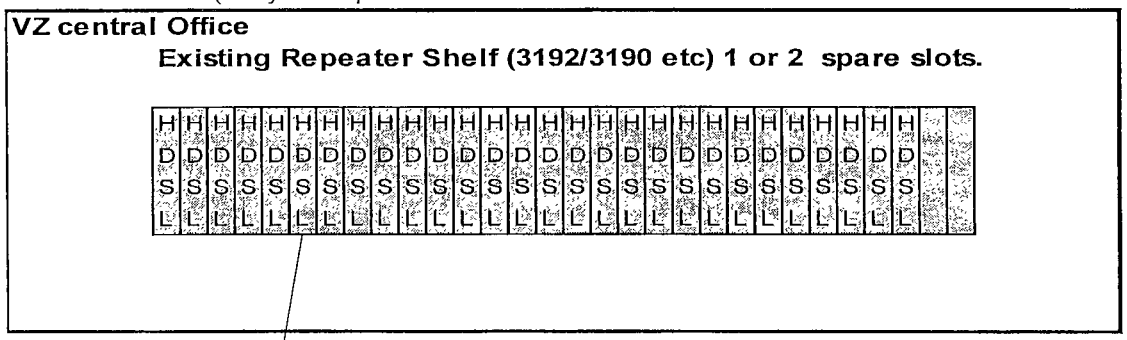


DS1 Copper solution HDSL configuration (Doubler required)
This would be considered Facilities Available

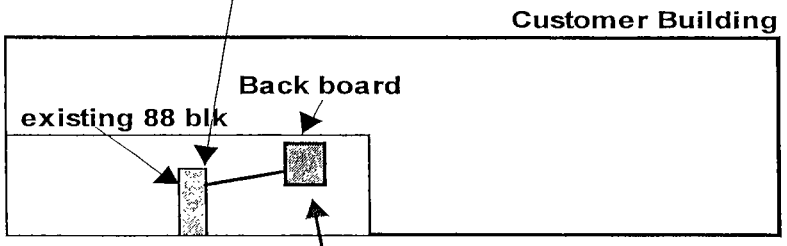


DS1 Copper solution HDSL configuration
This would be considered Facilities Available

(Only exceptions where Facilities would be considered Not Available is in RED)



Existing copper cable from the CO to the customer building
(if facilities requires a repeater, the apparatus case needs to be in place and there needs to be a spare slot to place the doubler. If not, VZ will turn this facilitiy back as no facilities)



Will place 2 or 4 unit Mounting Assembly (which has a Smart Jack)

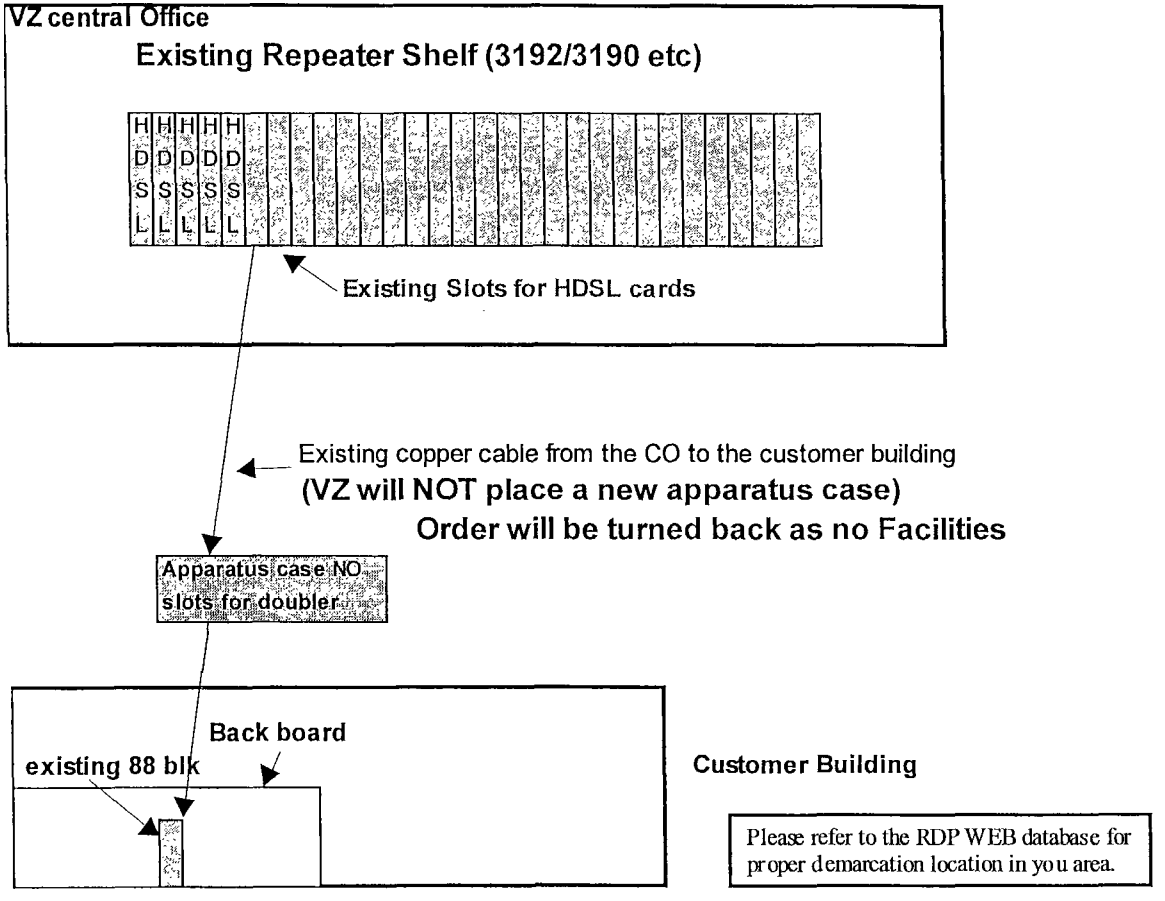
Plug the HDSL 2 or HDSL 4 wire card in the mounting

It is Verizon's policy that if the copper pair is defective, that we will look for an additional pair to place the facilities on. If there are no other facilities, VZ will attempt to fix the pair. If the facility can not be fixed, the order will be turned back for no facilities.

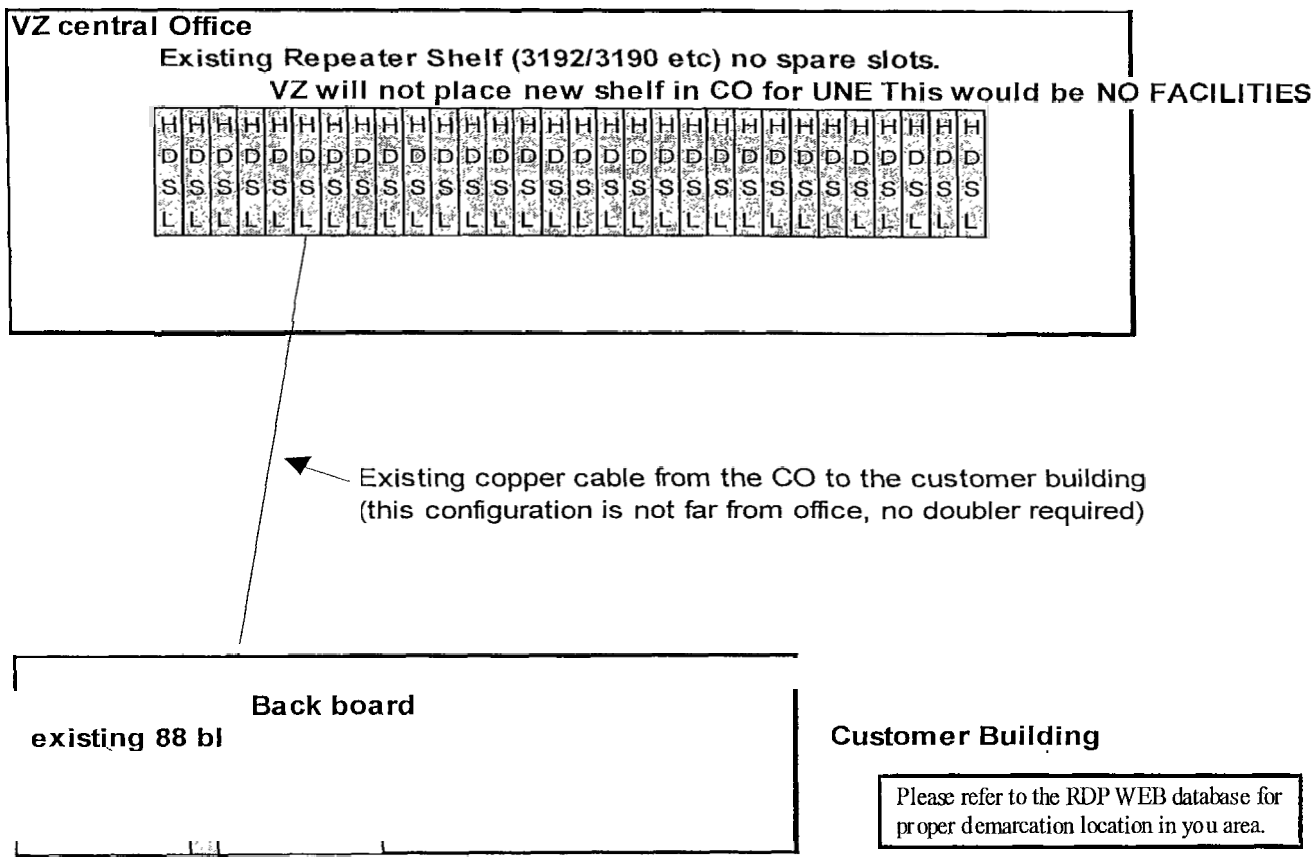
Please refer to the RDP WEB database for proper demarcation location in you area.

DS1 Copper solution HDSL configuration (Doubler required)

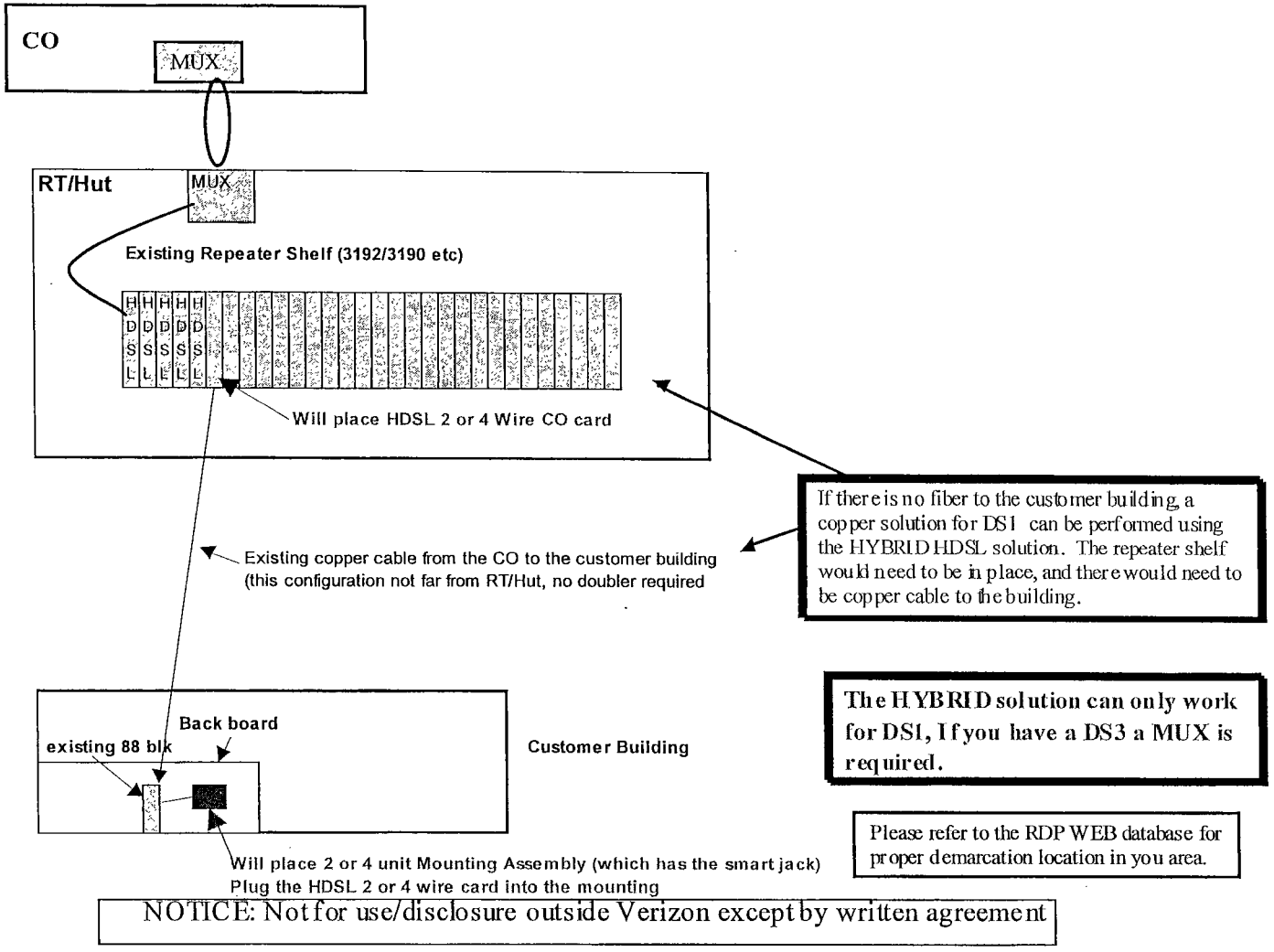
This would be considered Facilities NOT Available



DS1 Copper solution HDSL configuration (No doubler required)
This would be considered Facilities NOT Available

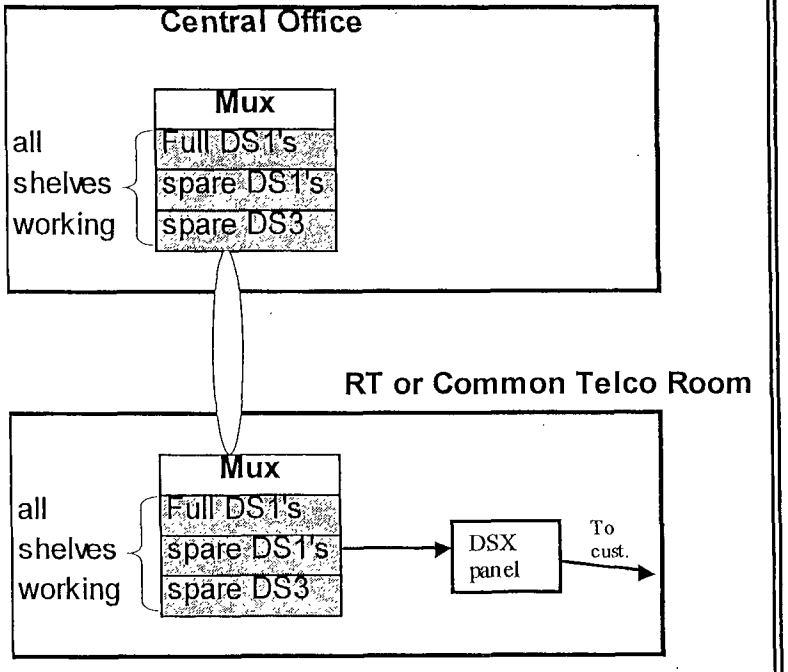


HYBRID HDSL Solution DS1 service



UNE DS1 & DS3 on Fiber

This would be considered Facilities Available

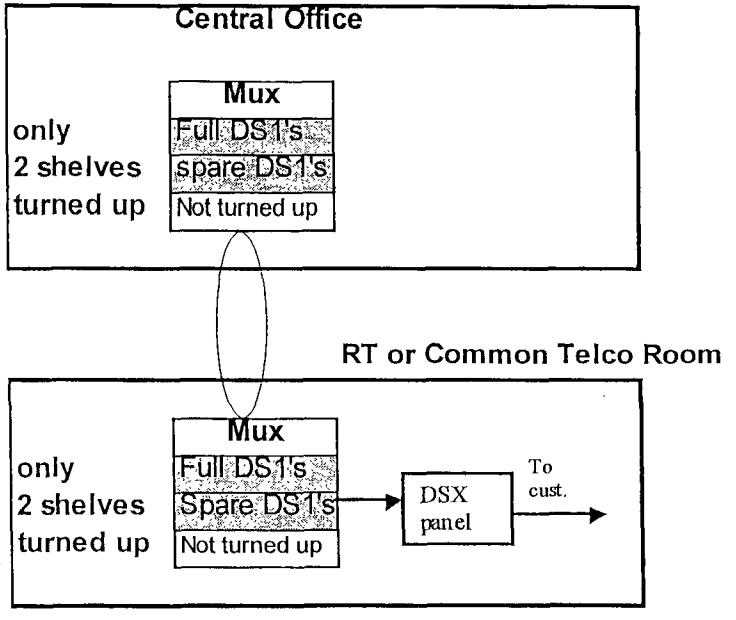


Spare slots available on existing mux

Please refer to the RDP WEB database for proper demarcation location in you area.

UNE DS1 & DS3 on Fiber

Could serve DS1's but would be no Facilities for the DS3.

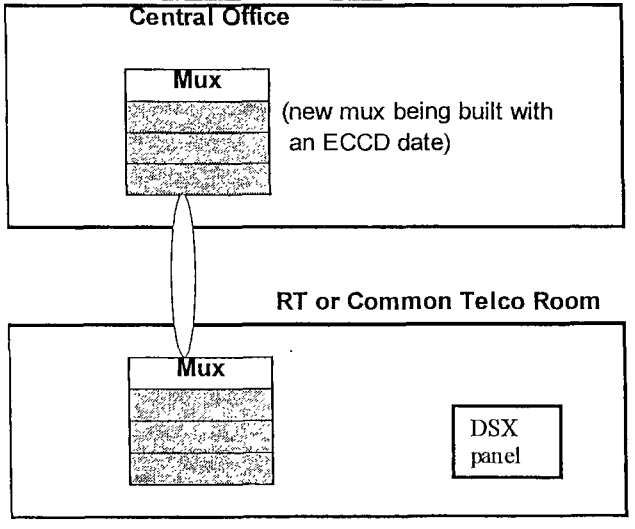


Spare slots available for DS1's but none for DS3
(DS1 Facilities Yes, DS3 facilities NO)

VZ will not turn up, or reconfigure a shelf on an existing MUX for Unbundled orders

UNE DS1 & DS3 on Fiber

This would be considered Facilities Available NO, with an ECCD
(Facilities are **under construction**, not just planned)

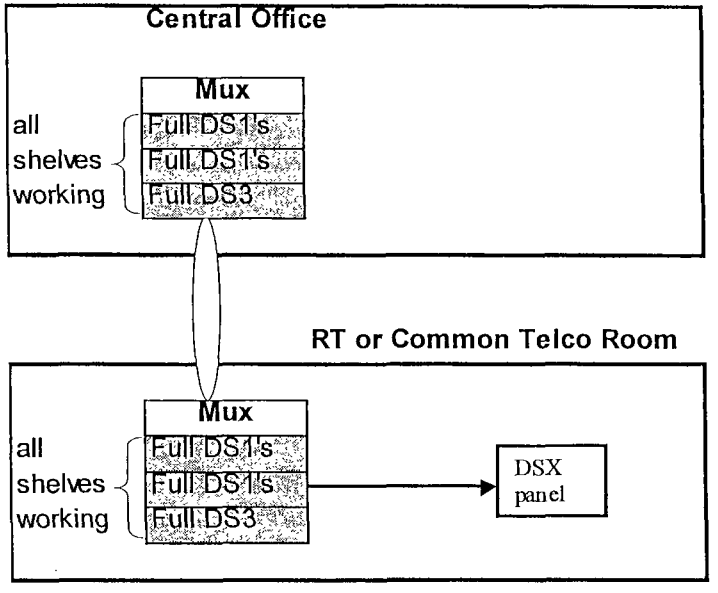


If a new mux is being constructed, and under way Verizon will answer the order as facilities available no but give an ECCD date. (The facilities are not being placed solely for the use of the UNE orders, but rather for augmenting existing facilities)

Please refer to the RDP WEB database for proper demarcation location in you area.

UNE DS1 & DS3 on Fiber

This would be considered Facilities NOT Available



NO spare slots available on existing mux
There is spare fiber to the building.

This would require a new mux being placed. It is Verizons policy NOT to place a new MUX specifically to provision UNE orders.

Facility Build Policy

- Verizon's Engineering or facility assignment personnel will check existing common equipment in C.O. and at the End-user's location for spare ports or slots. If there is capacity on this common equipment, operations personnel will perform the cross connection work between the common equipment and the wire or fiber facility running to the end user and install the appropriate DS1/DS3 cards in the existing multiplexers.

Facility Build Policy

- Verizon will correct conditions on existing copper facility that could impact transmission characteristics. Although they will place a doubler into an existing apparatus case, they will not attach new apparatus cases to copper plant in order to condition the line for DS1 service. At the end user's end of the wire or fiber facility, Verizon will terminate the DS1/DS3 loop in the appropriate NID (Smart Jack or Digital Cross Connect (DSX) Panel).

Facility Build Policy

- On FOC'd orders, where Verizon subsequently finds proposed spare facilities are defective, Verizon will perform work necessary to clear defect. In the event the defect cannot be corrected, resulting in no spare facilities, or if Verizon has indicated there are spare facilities and Verizon subsequently finds there are no spare facilities, Verizon will not build new facilities to complete the service request.

Facility Build Policy

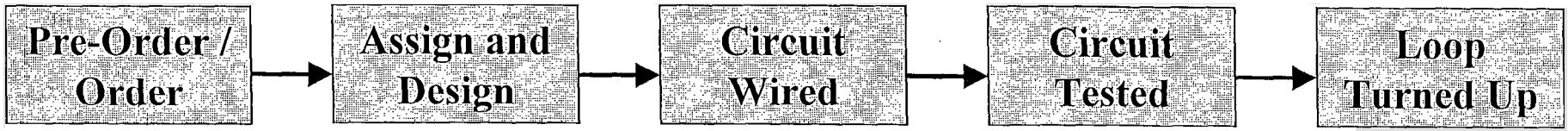
- CLEC may request Verizon to provide DS1 and DS3 services pursuant to the applicable state or federal tariffs. While these tariffs also state that Verizon is not obligated to provide service where facilities are not available, Verizon generally will undertake to construct the facilities required to provide service at tariffed rates (including any applicable special construction rates) if the required work is consistent with Verizon's current design practices and construction program.


verizon

Provisioning Flow

Marva Morris
Manager
RCCC

Provisioning Flow



- CLEC issues ASR indicating type of UNE Hi-Cap loop requested
- CATC/NMC either queries or accepts and inputs into RequestNet
- RequestNet confirms facilities through Engineering. If not available, query CLEC to issue SUP1
- FOC sent within 72 hours either way

- CPC designs circuit and issues on RID
- DLR sent to CLEC
- WORD DOC flows to RCCC/CLPC via WFA/C
- Work steps created in WFA/DI and TEMS for Central Office wiring activity
- If required, order flows to WFA/DO for field dispatch

Pre-RID

- TEMS automatically places electronic cross connects
- CO tech wires frame
- If required, field techs complete outside work

- RCCC/CLPC tests the loop on Frame Continuity Date, contacts appropriate party if something wrong. (In / Out)

- If required, field dispatches tech to premises. Field tech contacts RCCC/CLPC for testing
- RCCC/CLPC tech does turn up testing with CLEC
- CLEC accepts circuit or requests that test loop be left up until they are ready

Post-RID

CNR (Customer Not Ready) - Issues

- End-user not aware/not ready
- CLEC equipment not ready (both ends)
- CLEC not ready/available to test on DD
- Incorrect Service Address
- Incorrect Line-Coding/Framing (NC/NCI/SECNCI)

CNR (Customer Not Ready) - Impact

- Creates backlog
- SUP may be required to reschedule
- May require cancel & reissue of ASR
- Extra work/negotiations may be required for CLEC & VZ
- Increase in expedites/escalations
- May impact pipeline orders

Q & A

Steven H. Hartmann
Senior Counsel
Carrier Relations

verizon

1320 North Court House Road
8th Floor
Arlington, Virginia 22201

Phone: 703-974-3940
Fax: 703-974-0665
Email: Steven.H.Hartmann@verizon.com

March 30, 2001

VIA E-MAIL AND FIRST CLASS MAIL

Jason Oxman, Esq.
Covad Communications Company
600 14th St., N.W.
Suite 750
Washington, DC 20005

Dear Jason:

Scott Randolph asked me to respond to your e-mail dated March 28 regarding Verizon West's alleged failure to provide Covad with unbundled DS-1s in compliance with Verizon West's obligations. I have a couple of related responses. First, I'm puzzled by your contention that Verizon West "refuse[s] to provision an unbundled DS-1 loop unless a retail DSL customer is served over that loop already." Verizon West's obligation to provision DS-1 loops at UNE rates depends on whether or not such loops are currently available in Verizon West's network at the time of the request. This obligation has nothing to do with whether or not a retail customer or a DSL customer is served over the loop. If you can provide examples of the instances you refer to, we will investigate them.

Second, if I understand the central point of your complaint correctly, it is that Covad believes Verizon must provide Covad with DS-1 loops (meaning copper loops conditioned to handle DS-1 signals, plus the related electronics at each end) at UNE rates regardless of whether or not the conditioned copper loops and related electronics are available in Verizon West's network at the time of Covad's request. We disagree. I am aware of neither legal obligations under sections 251 and 252 of the Act nor contractual obligations that require Verizon West to build out DS-1 loops for Covad and provide them at UNE rates.

Regarding Verizon West's legal responsibilities, I would ask that you provide the basis for your assertion that sections 251, 252, and the FCC's rules compel us to install DS-1 loops and provide them on an unbundled basis.

Regarding Verizon West's contractual responsibilities, I would ask that you similarly describe the basis for your position, particularly as I believe the interconnection agreements support Verizon's position, not Covad's. The Texas interconnection agreement between Covad and GTE is illustrative. Article VII, Section 2.3 (captioned "Connection to Unbundled Elements") provides:

> Covad may connect to the UNEs listed in Article VII, Section 2.1 that Covad chooses. The UNEs must be Currently Available and connection to them must be technically viable.

The term "Currently Available" is defined in Article II, Section 1.22 as:

> [E]xisting as part of GTE's network at the time of the requested order or service and does not include any service, feature, function, or capability that GTE either does not provide to itself or to its own end users, or does not have the capability to provide.

Read together, these two provisions make clear that Verizon West, f/k/a GTE, is not required to build new facilities to satisfy a Covad request for unbundled network elements, including DS-1 loops.

Given our fundamental disagreement over the extent of Verizon West's legal obligations, Verizon West is not willing to agree to your demands that it (i) immediate convert existing DS-1 special access circuits to UNE DS-1 circuits, or (ii) certify to Covad that it will make DS-1 loops available at UNE rates where such loops are not available in Verizon West's network. Of course, if you can explain how the law and the contracts support your position, Verizon stands willing to reconsider its positions.

Sincerely,

Steven H. Hartmann

cc: Scott Randolph

COVAD

Hamilton Square 600 14th Street NW Suite 750 Washington DC 20005
T> 202-220-0400 F > 202-220-0401

2 April 2001

Steven H. Hartmann, Esq.
Senior Counsel
Carrier Relations
Verizon
1320 North Court House Road
Arlington, VA 22201

Re: Verizon refusal to provide UNE DS-1 capable loops

Dear Steve:

In your March 30, 2001, letter to me, you made the following request: "Regarding Verizon West's legal responsibilities, I would ask that you provide the basis for your assertion that sections 251, 252, and the FCC's rules compel us to install DS-1 loops and provide them on an unbundled basis."[1] I am happy to do so, in the hope that you will reconsider your position on this matter.

As you may recall, the Federal Communications Commission imposed an obligation on Verizon (specifically, its predecessor incumbent LEC companies) on August 8, 1996, to unbundle local loops for requesting carriers. That obligation, found in the *Local Competition First Report and Order*, and codified in Part 47 of the C.F.R., arises from the unbundling provisions of section 251(c)(3) of the Act. In that 1996 Order, the Commission described the exact type of loop that we are asking you to provide us: a DS-1 capable loop. To quote the Commission:

> We further conclude that the local loop element should be defined as a transmission facility between a distribution frame, or its equivalent, in an incumbent LEC central office, and the network interface device at the customer premises. This definition includes, for example, two-wire and four-wire analog voice-grade loops, and two-wire and four-wire loops that are conditioned to transmit the digital signals needed to provide service such as ISDN, ADSL, HDSL, and DS1-level signals.[2]

The Commission then addressed the requirement for incumbent LECs, such as Verizon, to take affirmative steps to condition loops to carry digital signals:

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[1] Hartmann Letter at 1.
[2] *Local Competition First Report and Order* at para. 380.

> Our definition of loops will in some instances require the incumbent LEC to take affirmative steps to condition existing loop facilities to enable requesting carriers to provide services not currently provided over such facilities. For example, if a competitor seeks to provide a digital loop functionality, such as ADSL, and the loop is not currently conditioned to carry digital signals, but it is technically feasible to condition the facility, the incumbent LEC must condition the loop to permit the transmission of digital signals. Thus, we reject BellSouth's position that requesting carriers "take the LEC networks as they find them" with respect to unbundled network elements. As discussed above, some modification of incumbent LEC facilities, such as loop conditioning, is encompassed within the duty imposed by section 251(c)(3).[3]

Subsequently, in the *First Advanced Services Order*, the Commission again addressed the very issue that leads us to this exchange of correspondence. The Commission stated for a second time that incumbent LECs must take affirmative steps to condition loops for requesting carriers. I would point you to paragraph 53 of that Order, which states, in pertinent part:

> In the *Local Competition Order*, the Commission identified the local loop as the network elements that incumbent LECs must unbundle "at any technically feasible point." It defined the local loop to include "two-wire and four-wire loops that are conditioned to transmit the digital signals needed to provide services such as ISDN, ADSL, HDSL and DS-1-level signals." To the extent technically feasible, incumbent LECs must "take affirmative action to condition existing loop facilities to enable requesting carriers to provide services not currently provided over such facilities." For example, if a carrier requests an unbundled loop for the provision of ADSL service, and specifies that it requires a loop free of loading coils, bridged taps, and other electronic impediments, the incumbent must condition the loop to those specifications, subject only to considerations of technical feasibility. The incumbent may not deny such a request on the ground that it does not itself offer advanced services over the loop, or that other advanced services that the competitive LEC does not intend to offer could be provided over the loop.[4]

The Commission repeated the obligation yet again in the *UNE Remand Order*:

> In order to secure access to the loop's full functions and capabilities, we require incumbent LECs to condition loops. This broad approach accords with section 3(29) of the Act, which defines network elements to include their "features, functions and capabilities."[5]

And indeed, the Commission was forced to once again reject GTE (now Verizon's) argument that it need not only provide a loop as it exists in its network:

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[3] *Local Competition First Report and Order* at para. 382.
[4] *First Advanced and Order* at para. 53 (internal citations omitted).
[5] *UNE Remand Order* at para. 167.

> GTE contends that the Eighth Circuit, in the Iowa Utils. Bd. v. FCC decision, overturned the rules established in the *Local Competition First Report and Order* that required incumbents to provide competing carriers with conditioned loops capable of supporting advanced services even where the incumbent is not itself providing advanced services to those customers. We disagree.[6]

You now continue to maintain the same position that the FCC has rejected on three occasions. You claim that Verizon has no obligation to provide an unbundled DS-1 capable loop if an DS-1 capable loop is not already in place to an end user premises. You claim to be "aware of neither legal obligations under sections 251 and 252 of the Act nor contractual obligations that require Verizon West to build out DS-1 loops for Covad and provide them at UNE rates."[7] To clarify what you mean by "build out DS-1 loops for Covad," you succinctly state Verizon's policy as follows: "Verizon West's obligation to provision DS-1 loops at UNE rates depends on whether or not such loops are currently available in Verizon West's network at the time of the request."[8] That is not true. The only question Verizon is entitled to ask itself when Covad requests a DS-1 capable loop is this: is it technically feasible to condition a loop to provide DS-1 capablities to the address requested by Covad? If the answer is yes, then Verizon must provision a DS-1 capable loop.

Fortunately, you have already answered that simple question for us. By providing a retail DS-1 access service instead of the UNE DS-1 loop that Covad ordered, Verizon necessarily concedes that it is technically feasible to condition a loop to support DS-1 digital signals to the address requested by Covad. Verizon simply prefers to condition that loop on Covad's behalf only via Verizon's retail arm, not its wholesale arm. Therefore, Verizon is not only denying Covad access to the UNEs to which it is entitled by law, it is also engaging in a discriminatory practice of conditioning loops for its retail arm while refusing to do so for requesting carriers.

You also cite our interconnection agreement with you as further evidence to support your claim that Verizon need not provide DS-1 capable loops. In particular, you cite certain provisions of Article VII, Section 2.3 of the Covad/Verizon Texas Interconnection agreement, which provides:

> Covad may connect to the UNEs listed in Article VII, Section 2.1 that Covad chooses. The UNEs must be Currently Available and connection to them must be technically viable.

You then note that the term "Currently Available" is defined in Article II, Section 1.22 as:

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[6] *UNE Remand Order* at para. 173.
[7] Hartmann Letter at 1.
[8] Hartmann Letter at 1.

> [E]xisting as part of GTE's network at the time of the requested order or service and does not include any service, feature, function, or capability that GTE either does not provide to itself or to its own end users, or does not have the capability to provide.

Unfortunately, you left out the most important provision of that agreement; namely, the part where Covad is entitled to order an unbundled DS-1 loop:

> 4.2.5 "DS-1 loop - will support a digital transmission rate of 1.544 Mbps. The DS-1 loop will have no bridge taps or load coils and will employ special line treatment. DS-1 loops will include midspan line repeaters where required, office terminating repeaters, and DSX cross connects."

You clearly do not dispute that the copper loop is available at the time Covad orders a DS-1 capable loop; indeed, a retail access service is offered to Covad in lieu of the UNE loop. As I understand your argument, to the extent the "midspan line repeaters where required, office terminating repeaters, and DSX cross connects" are not already in place over a loop for DS-1 capability, you believe Verizon has no obligation to provide the requested UNE. Having contractually bound itself to provide DS-1 loops, including necessary conditioning work, and having failed repeatedly in its efforts to convince the FCC that it need not unbundle loops where the finished loop product is not already in place, Verizon cannot maintain its current position. I cannot imagine that the FCC would appreciate being forced to tell Verizon of its obligations a fourth time.

Now, as much as I enjoy sharing my favorite passages from Commission Orders with you, I must now ask you to comply with the rules I have cited. Verizon is in violation of the Commission's requirement that it take affirmative steps to condition loops to the extent technically feasible. Because you do not claim that it is not technically feasible to condition the loops Covad has requested for DS-1 capability, you must condition the loops that Covad requests. As I mentioned to Scott in my email dated March 28, 2001, Covad has and continues to suffer serious harm because of Verizon's refusal to provide UNE loops as required by law. As you know, Verizon now has a pending application for long distance authority in Massachusetts. One of the issues in that proceeding is Verizon's compliance with checklist items two and four of section 271 of the Act, which require Verizon to provide nondiscriminatory access to unbundled loops. By setting and maintaining this policy, Verizon is in violation of those checklist provisions. Please take this opportunity to reconsider your March 30, 2001, letter to me

as soon as possible. Because you volunteered to reconsider that position, I now offer you until close of business on Tuesday, April 3, 2001 to contact me for further discussion of this matter, or with your determination that your original position stands. In the latter event, please be advised that this matter will be referred immediately to the Commission via various mechanisms that are available to aggrieved carriers.

Sincerely,

Jason D. Oxman
Senior Counsel

Steven H. Hartmann
Senior Counsel
Carrier Relations

verizon

1320 North Court House Road
8th Floor
Arlington, Virginia 22201

Phone: 703-974-3940
Fax: 703-974-0665
Email: Steven.H.Hartmann@verizon.com

April 5, 2001

VIA E-MAIL AND FIRST CLASS MAIL

Jason Oxman, Esq.
Covad Communications Company
600 14th St., N.W.
Suite 750
Washington, DC 20005

Dear Jason:

I write in response to your letter dated Monday, April 2. Before getting into the substance of my response, I note that in your letter you requested that I respond by close of business on Tuesday, April 3, failing which Covad would immediately refer this matter to the FCC. Similarly, in your initial e-mail on this subject, which you sent to Scott Randolph and me after business hours on Wednesday, March 28, you demanded a written response no later than Friday, March 30, which I provided. While I know you've indicated that this is an important issue to Covad, the deadlines you've included for Verizon's response have not been reasonable. I'm willing try to resolve this matter as quickly as possible, but I would ask that Covad allow us reasonable time to respond to its communications.

In my letter of March 30, I asked that you provide examples of instances in which Covad believes Verizon West improperly rejected orders for unbundled DS1 loops, and that you explain Covad's contention that sections 251, 252 and the FCC's rules compel Verizon to build DS1 loops and provide them on an unbundled basis. Although you've now provided an explanation of Covad's legal assertions, you haven't provided the examples I requested. It's unfortunate that we don't have this information yet, as it would allow Verizon to figure out why the orders Covad is complaining about were rejected, assist the parties to clarify the issues in dispute, and hopefully allow the parties to start to quantify the number of DS1 orders regarding which we are in disagreement. Accordingly, I urge you have your company send us a partial or complete list of the unbundled DS1 loop orders at issue.

Because we don't know anything about orders Covad is complaining about, it's not possible for me to address the legal issues in a way that relates to what actually

occurred. However, I can at least respond to your general assertions regarding Verizon's legal obligations.

Concerning Verizon West's contractual obligations, I fail to see how the provision you cite from the Texas contract, Section 4.2.5, which is a description of the DS1 loop product, advances Covad's argument. Regardless of how DS1 loops are described in the Interconnection Agreement, the point is that Covad may only purchase these loops where they're "Currently Available," as that term is defined in the Agreement.

Regarding Verizon's obligations under the 1996 Act and related regulations, although I concur entirely with your assertions that (i) the local loop network element includes DS1 loops and (ii) Verizon is obligated to "condition" local loops at the request of Covad or other requesting carriers (at the requesting carrier's expense), neither of these requirements support what I understand to be Covad's principal assertion: that, pursuant to its obligation to condition loops, Verizon West must, when presented with a Covad order for an unbundled DS1 local loop, do whatever's necessary to provide Covad an unbundled DS1 loop, including construction of new facilities.

Contrary to your assertions, neither Verizon West's obligation to unbundle loops nor its obligation to condition loops requires it to attach DS1 electronics to the wire or fiber facilities that serve the end user. The FCC's definition of the local loop network element supports the position that ILECs are not required to add electronics to existing copper or fiber loop facilities. Under 47 C.F.R. § 51.319(a), ILECs must provide requesting carriers access to the local loop and subloop. Subsection 51.319(a)(1) of the FCC's regulation provides that

> [t]he local loop network element is defined as "a transmission facility between a distribution frame . . . and the loop demarcation point at an end-user customer premises, including inside wire owned by the incumbent LEC. The local loop network element includes all features, functions and capabilities of such transmission facility. Those features, functions and capabilities include, but are not limited to, dark fiber, attached electronics (except those electronics used for the provision of advanced services, such as [DSLAMs]), and line conditioning. (emphasis added)

As this provision indicates, the "features, functions and capabilities" that Covad may avail itself of include attached electronics, meaning electronics already connected to the wire or fiber, in contrast to unattached electronics, which is what Covad demands here.

The fact that Verizon West must condition wire facilities, including conditioning them so that they can pass signals at a DS1 rate, similarly does not help Covad's argument. Under Subsection 51.319(a)(3)(i) of the FCC's regulations,

> Line conditioning is defined as the removal from the loop of any devices that may diminish the capability of the loop to deliver high speed switched wireline telecommunications capability, including xDSL service. Such devices include, but are not limited to, bridge taps, low pass filters, and range extenders. (emphasis added)

Nothing in this definition, or in the FCC's related discussion in the *UNE Remand Order,* suggests that an ILEC must, as part of its line conditioning obligations, add or attach electronics to a copper or fiber facility.

More broadly, the 1996 Act only requires incumbent carriers to unbundle their existing network, not to construct network elements simply to make them available on an unbundled basis to competing carriers. As the Eighth Circuit explained, "subsection 251(c)(3) implicitly requires unbundled access only to an incumbent LEC's existing network - not to a yet unbuilt superior one." *Iowa Util. Bd. v. FCC,* 120 F.3d 753, 813 (8th Cir. 1997), appealed on other grounds, AT&T Corp. v. Iowa Utils. Bd., 119 S. Ct. 721, 737 (1999) . Here, Covad demands that Verizon West agree that it will build out its network wherever Covad demands an unbundled DS1 loop, which exceeds the scope of Verizon West's obligations under section 251.

Notwithstanding the fact that Verizon West has no legal obligation to add DS1 electronics to available wire or fiber facilities to fill a CLEC order for an unbundled DS1 loop, Verizon West's practice is to fill such CLEC orders as long as the central office common equipment necessary to create a DS1 loop can be accessed. When Verizon West receives an order for an unbundled DS1 loop, it checks to see if the required common equipment is installed in the central office and has available ports or slots on it. If there's capacity on this common equipment, Verizon West does the cross connection work between the common equipment and the wire or fiber facility running to the end user. At the end user's end of the wire or fiber facility, Verizon West terminates the DS1 loop in the appropriate NID.

Thus, Verizon West's existing practice goes significantly beyond its legal obligations, in that we effectively will create an unbundled DS1 loop, even where the necessary electronics are not already attached to the wire or fiber facility, as long as we can do so without having to procure additional common equipment in the central office.

In sum, under Verizon West's current practice it rejects an order for an unbundled DS1 loop only where (i) it does not have the common equipment in the central office needed to provide a DS1 loop, or (ii) there is no available wire or fiber facility between the central office and the end user. If you believe that Verizon West has rejected orders for unbundled DS1 in a manner that may have been inconsistent with this practice, please provide the order information, so that we can investigate these and address them as necessary.

Please contact me if you would like to discuss this issue further.

Sincerely,

Steven H. Hartmann

cc: Scott Randolph

Verizon
HQE02M51
Wholesale Services
600 Hidden Ridge
Irving, TX 75038-3897

July 24, 2001

Dear CLEC Customer:

A number of carriers have recently expressed concern that Verizon is changing its policies with respect to the construction of new DS1 and DS3 Unbundled Network Elements. This is not the case. To ensure that there is no misunderstanding on this point this letter restates Verizon's policies and practices with respect to the provisioning of unbundled DS1 and DS3 network elements.

In compliance with its obligations under applicable law, Verizon will provide unbundled DS1 and DS3 facilities (loops or IOF) to requesting CLECs where existing facilities are currently available. Conversely, Verizon is not obligated to construct new Unbundled Network Elements where such network facilities have not already been deployed for Verizon's use in providing service to its wholesale and retail customers. This policy, which is entirely consistent with Verizon's obligations under applicable law, is clearly stated in Verizon's relevant state tariffs and the CLEC Handbook, and is reflected in the language of Verizon's various interconnection agreements.

This does not mean that CLECs have no other options for obtaining requested facilities from Verizon.

In areas where Verizon has construction underway to meet anticipated future demand, Verizon's field engineers will provide a due date on CLEC orders for unbundled DS1 and DS3 network elements based on the estimated completion date of that pending job, even though no facilities are immediately available. Rigid adherence to existing policies could dictate that the field engineers reject these orders due to the lack of available facilities; but in an effort to provide a superior level of service, Verizon has chosen not to do so. In such cases, the result is that the order is filled, but the provisioning interval is longer than normal. At the same time, Verizon's wholesale customers should not confuse these discretionary efforts to provide a superior level of service with a perceived *obligation* to construct new facilities.

Moreover, although Verizon has no legal obligation to add DS1/DS3 electronics to available wire or fiber facilities to fill a CLEC order for an unbundled DS1/DS3 network element, Verizon's practice is to fill CLEC orders for unbundled DS1/DS3 network elements as long as the central office common equipment and equipment at end user's location necessary to create a DS1/DS3 facility can be accessed. However, Verizon will reject an order for an unbundled DS1/DS3 network element where (i) it does not have the common equipment in the central office, at the end user's location, or outside plant facility needed to provide a DS1/DS3 network element, or (ii) there is no available wire or fiber facility between the central office and the end user.

Specifically, when Verizon receives an order for an unbundled DS1/DS3 network element, Verizon's Engineering or facility assignment personnel will check to see if existing common equipment in the central office and at the end user's location has spare ports or slots. If there is capacity on this common equipment, operations personnel will perform the cross connection work between the common equipment and the wire or fiber facility running to the end user and install the appropriate DS1/DS3 cards in the existing multiplexers. They will also correct conditions on an existing copper facility that could impact transmission characteristics. Although they will place a doubler into an existing apparatus case, they will not attach new apparatus cases to copper plant in order to condition the line for DS1 service. At the end user's end of the wire or fiber facility, Verizon will terminate the DS1/DS3 loop in the appropriate Network Interface Device (Smart Jack or Digital Cross Connect (DSX) Panel).

In addition, if Verizon responds to a CLEC request for an unbundled DS1/DS3 network element with a Firm Order Completion date (FOC), indicating that Verizon has spare facilities to complete the service request, and if Verizon subsequently finds that the proposed spare facilities are defective, Verizon will perform the work necessary to clear the defect. In the event that the defect cannot be corrected, resulting in no spare facilities, or if Verizon has indicated that there are spare facilities and Verizon subsequently finds that there are no spare facilities, Verizon will not build new facilities to complete the service request.

Finally, wholesale customers of Verizon, like its retail customers, may request Verizon to provide DS1 and DS3 services pursuant to the applicable state or federal tariffs. While these tariffs also state that Verizon is not obligated to provide service where facilities are not available, Verizon generally will undertake to construct the facilities required to provide service at tariffed rates (including any applicable special construction rates) if the required work is consistent with Verizon's current design practices and construction program. Even in these cases, of course, Verizon must retain the right to manage its construction program on a dynamic basis as necessary to meet both its service obligations and its obligation to manage the business in a fiscally prudent manner.

In summary, although Verizon's policies regarding the construction of new DS1 and DS3 Unbundled Network Elements remain unchanged, Verizon continues to strive to meet the requirements of its wholesale customers for unbundled DS1 and DS3 facilities in a manner that is consistent with the sound management of its business.

If you have any questions regarding Verizon's unbundled DS1/DS3 building practice, you may contact your Account Manager.

CLEC Guide - Unbundled Network Elements

Verizon Wholesale
Business Rules
Change Management
CLEC Guide
Directory
Forms
Getting Started
Interconnection
IOSC Reference
Resale Services
Training
Contact Us
File Viewer
Site Updates
Verizon East

Loop

Overview

Loop Provisioning

Loop Certification

xDSL UNE Loop Qualifications

To order a UNE Loop for xDSL from Verizon West

Cable Pair Qualification and Spectral Compatibility

Facility Requirements

Spectral Influence

Violation of Compliance

Line Loop Extender

Provisioning UNE Loops for Analog Subscriber Carrier

UNE Loops Served from a Verizon West Pair Gain Location (Remote)

TOP

DARK FIBER
DSL PREMISE SERVICE
EXPANDED EXTENDED LINKS
LINE SHARING
LINE SPLITTING
LNP (LOCAL NUMBER PORTABILITY)
LOOP
PACKET SWITCHING
PORT
SUBLOOPS
UNE-PLATFORM

Overview

Engineered and non-engineered loops are designed to appropriate technical specifications. Circuit turn-up shall include the following:

- Test continuity to end user s Network Protector
- Validate that loop meets bearer service

requirements

- Establish meet coordination with other CLECs as required (charges will apply)
- Complete order as appropriate

Provisioning testing of the loop will be from the Network Interface Device (NID) to the Main Distribution Frame (MDF).

Verizon West offers a national turn-up testing center for designed loop and private line service. The national number is (800) 967-7027. This number WILL NOT provide status of service orders, repair reporting, etc. It is ONLY for turn-up testing of CLEC designed/engineered service orders. It WILL NOT provide for status or repair type testing after completion of the service order.

TOP

Loop Provisioning

Loop Certification

When providing unbundled loops, Verizon West has the right and responsibility to ensure that no company s use of Verizon West facilities will jeopardize or interfere with other services also using the same or adjacent facilities. This responsibility is balanced by the CLEC s right to use unbundled network element for whatever purpose they choose, without use restriction.

TOP

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xDSL UNE Loop Qualifications

This statement outlines Verizon's technical specifications governing the method for cable pair qualification and spectral compatibility conformance for Competitive Local Exchange Carriers (CLECs). These rules provide guidelines for ordering unbundled digital loops from Verizon West capable of supporting Digital Subscriber Line (xDSL) technology. Verizon West makes no guarantee and assumes no liability for any UNE loop that does not conform to Verizon West standards.

As a specific example, a 2-wire digital loop may be configured to support Enhanced Copper Technologies (ECTs), such as ADSL. However, any

application of CLEC technology that does not conform with the limits of Verizon's technical standards will negate Verizon's obligation to support the requested technology. Support includes provisioning, testing and repair of the UNE loop.

Subject to applicable Interconnection agreements and/or tariffs, any required Unbundled Loops will be provisioned and maintained by Verizon West consistent with Telcordia Technologies (formerly BellCore) standard NC/NCI codes. Where a CLEC chooses to use an Unbundled Loop in a manner different than that defined by the NC/NCI code, Verizon West cannot guarantee that the facility will accommodate the CLEC's intended use.

Effective May 16, 1999, Verizon West will only accept the NC/NCI codes associated with Unbundled Loops as listed below. Any and all other NC/NCI codes used for ordering unbundled loops will be rejected after that time.

To the extent any of the Unbundled Loops listed below are required, the listings below define all unbundled loops available for lease from Verizon West. Should a CLEC require a loop with electrical characteristics not defined below, they should contact their Verizon West Account Manager and issue a Verizon West Bonafide Request. The request will be reviewed and the CLEC will be notified as to cost and time frame for implementation.

NCI/NCI Codes

2-Wire Analog - A 2-wire voice frequency transmission facility that is suitable for the transport of analog voice signals between approximately 300 - 3000 Hz, with loss not to exceed 8.5 db. A 2-wire analog loop may include load coils, bridge taps, etc. Also, this facility may include carrier derived facility components (i.e. pair gain applications, loop concentrator/multiplexes).

NC NCI

LX--02QB2.0

The following NC/NCI codes are to be used in conjunction with 2-Wire Analog UNE loops:

Loop Start LX--02QC2.OOC

Ground Start LX--02QC2.OOB

2-Wire Analog Loop Non-Designed (Loop Start-Closed End) LX--02QC2.OOD

2-Wire Analog Loop Non-Designed (Loop Start-Open End) LX--O2QC2.OOE

4-Wire Analog - A 4-wire voice frequency transmission facility that is suitable for the transport of analog voice signals between approximately 300 Hz to 3000 Hz with loss not to exceed 8.5 dB. A 4-wire analog loop may include load coils, bridge taps, etc. Also, this facility may include carrier derived facility components (i.e. pair gain applications, loop concentrator/multiplexes).

NC NCI

LX--04QB2.0

2-Wire Digital A 2-wire transmission facility capable of transmitting digital signals up to 160 KPBS, with no greater loss than 38db end-to-end, measured at 40kHz without loop repeaters. Dependent upon loop make-up and length, midspan repeaters may be required, in which case loss will be no greater that 76 dB. at 40kHz.

NC NCI

LX-N 02QB2.0

In addition, a 2-wire Digital Loop, dependent on loop make up, may be configured to support Enhanced Copper Technologies (ECTs), such as ADSL. When utilizing ADSL technology, the CLEC is responsible for limiting the Power Spectral Density (PSD) of the signal to the levels specified in Clause 6.13 of ANSI T1.413 ADSL Standard.

NC NCI

LX-N 02QB9.00A

2-Wire Digital ADSL Capable Loop (Over 12,000 ft) - Remove Bridge Taps & Load Coils

NC NCI

LXCN 02QB9.00A

2-Wire Digital ADSL Capable Loop (Over 12,000 ft) - Remove Load Coils Only

NC NCI

LXC- 02QB9.00A

2-Wire Digital ADSL Capable Loop (Over 12,000 ft)

- Remove Bridge Taps Only

NC NCI

LX-N 02QB9.00C

2-Wire Digital ADSL Capable Loop (Under 12,000 ft) - Remove Load Coils Only

NC NCI

LXR- 02QB9.00A

2-Wire Digital ADSL Capable Loop (Under 12,000 ft) - Remove Bridge Taps Only

NC NCI

LX-N 02QB9.00C

4-Wire Digital - A 4-wire copper facility that is suitable for the transport of digital signaling. This loop type will contain no load coils and minimum allowable bridge tap. A 4-wire Digital Loop may be used by a CLEC to provision services such as ISDN- PRI or HDSL. The 4-wire digital UNE is not available where Verizon West has provisioned its local network utilizing Digital Line Concentrators (DLCs). Verizon West does not supply the electronics associated with these service types.

NC NCI

LX-N 04QB2.0

4-Wire Digital Loop Designed (Over 12,000 ft) - Remove Bridge Taps and Load Coils

NC NCI

LXCN 04QC5.

4-Wire Digital Loop Designed (Over 12,000 ft) - Remove Load Coils Only

NC NCI

LXC- 04QC5.

4-Wire Digital Loop Designed (Over 12,000 ft) - Remove Bridge Taps Only

NC NCI

LX-N 04QC5.

4-Wire Digital Loop Designed (Under 12,000 ft) - Remove Bridge Taps and Load Coils

NC NCI

LXRN 04QC5.

4-Wire Digital Loop Designed (Under 12,000 ft) - Remove Load Coils Only

NC NCI

LXR- 04QC5.

4-Wire Digital Loop Designed (Under 12,000 ft) - Remove Bridge Taps Only

NC NCI

LX-N 04QB9.11

4-Wire Digital Loop/ISDN-PRI - Remove Bridge Taps & Load Coils

NC NCI

LXCN 04QB9.11

4-Wire Digital Loop/ISDN-PRI - Remove Load Coils Only

NC NCI

LXC- 04QB9.11

4-Wire Digital Loop/ISDN-PRI - Remove Bridge Taps Only

NC NCI

LX-N 04QB9.11

4-Wire Digital HDSL Capable Loop (Over 12,000 ft) - Remove Bridge Taps and Load Coils

NC NCI

LXCN 04QB5.00H

4-Wire Digital HDSL Capable Loop (Over 12,000 ft) - Remove Load Coils Only

NC NCI

LXC- 04QB5.00H

4-Wire Digital HDSL Capable Loop (Over 12,000 ft) - Remove Bridge Taps Only

NC NCI

LX-N 04QB5.00H

4-Wire Digital HDSL Capable Loop (Under 12,000 ft) - Remove Bridge Taps and Load Coils

NC NCI

LXRN 04QB5.00H

4-Wire Digital HDSL Capable Loop (Under 12,000 ft) - Remove Load Coils Only

NC NCI

LXR- 4QB5.00H

4-Wire Digital HDSL Capable Loop (Under 12,000 ft) - Remove Bridge Taps Only

NC NCI

LX-N 04QB5.00H

DS1 - A transmission facility that provides connectivity from the serving central office termination point to the network interface device located at the end users premise. A DS1 unbundled loop will support a digital transmission rate of 1.544 Mbps and contains no load coils and minimum allowable bridge taps. A DS1 unbundled loop includes the necessary electronics to provide the DS1 transmission rate. DS1 unbundled loops will be provided only when the necessary equipment to provide the DS1 Loop is currently available.

NOTE: The costs for Clear Channel Capability (B8ZS) may be above and beyond those detailed within the Customer's Interconnection Agreement.

NC NCI	Description
HC-- 04QB9.11	SuperFrame & AMI
HCZ- 04QB9.11	SuperFrame & B8ZS
HCD- 04QB9.11	Extended SuperFrame & AMI
HCE- 04QB9.11	Extended SuperFrame & B8ZS

DS3 □ A transmission facility that provides connectivity from the serving central office DS3 termination point (typically a DS3 patch panel) to the network interface device located at the end users premises. A DS3 will provide for 45 MBPS digital transmission channels. A DS3 unbundled loop offers a CLEC the ability to provision the equivalent of 28 DS1s or 672 DS0s (basic 64 KBPS digital channels). A DS3 unbundled loop includes the necessary electronics to provide the DS3 transmission rate. DS3 unbundled loops will be provided only when the electronics necessary to provide the DS3 functionality are currently available for the specific loop being requested. Verizon West will not install new electronics.

NC NCI

LX-N 04QB6.33

4-Wire Digital 56KPBS Capable Loop - Remove Bridge Taps & Load Coils

NC NCI

LXCN 04QC5.OOP

4-Wire Digital 56KPBS Capable Loop - Remove Load Coils Only

NC NCI

LXC- 04QC5.OOP

4-Wire Digital 56KPBS Capable Loop - Remove Bridge Taps Only

NC NCI

LX-N 04QC5.OOP

When providing unbundled loops, Verizon West has the right and responsibility to ensure that no company□s use of Verizon West facilities will jeopardize or interfere with other services also using the same or adjacent facilities. This responsibility is balanced by the CLEC□s right to use unbundled network element for whatever purpose they choose, without use restriction.

Other xDSL Technologies -- As the industry accepts additional Power Spectral Density (PSD) mask's, i.e. T1 418-200, Verizon (formerly GTE) will offer additional types of unbundled loops capable of supporting such xDSL technologies. The following NC/NCI code(s) may be used to order unbundled loops for such xDSL technologies without

renegotiations, contract amendments, or the use of the BFR process.

NC NCI

LX-N 02QB5.00E

TOP

To order a UNE Loop for xDSL from Verizon West

If the remarks section for a UNE Loop for xDSL are not properly populated as noted below, Verizon West will reject these orders.

In order to insure that Verizon West is able to process a CLEC's unbundled loop order for xDSL technology without additional provisioning delays, it will be necessary to place the following language in the remarks section of the

Loop Service form based upon one of the three following scenarios.

Scenario 1: IF REQUEST IS FOR xDSL ONLY

Use of appropriate NC NCI Codes placed in Local Service Request Fields 33 and 34

REMARKS field should include:

"(CLEC) will accept an xDSL loop at a maximum length of ____ kft "

- Where (CLEC) is the name or OCN of the ordering CLEC.
- xDSL the x should be populated with the applicable DSL technology.
- ____kft should be replaced with the actual length desired.

Example: "XYZ Telecommunications will accept an ADSL loop at a maximum length of 20.4 kft"

Verizon West will reject order if remark not provided.

Request will be disqualified and placed in jeopardy if maximum loop length is exceeded.

Scenario 2: IF REQUEST IS FOR ISDN ONLY

Use of appropriate NC NCI Codes placed in Local

Service Request Fields 33 and 34

REMARKS field should include:

"Certify for ISDN-BRI without Line Loop Extenders."

OR

"Certify for ISDN-BRI, add Line Loop Extenders if required."

Verizon West will reject order if remark not provided.

Request will be disqualified and placed in jeopardy if repeater required and order is ISDN without repeaters.

CLEC may choose to accept loop without repeater.

Scenario 3: IF REQUEST IS TO QUALIFY FOR BOTH xDSL AND ISDN

Use of appropriate NC NCI Codes placed in Local Service Request Fields 33 and 34

REMARKS field should include:

"(CLEC) will accept an xDSL loop at a maximum length of ____ kft. If NOT xDSL qualified (CLEC) will accept ISDN without repeaters"

OR

"(CLEC) will accept an xDSL loop at a maximum length of ____ kft. If NOT xDSL qualified (CLEC) will accept ISDN with repeaters if required"

- Where (CLEC) is the name or OCN of the ordering CLEC.
- xDSL the x should be populated with the applicable DSL technology.
- ____kft should be replaced with the actual length desired.

Example: "XYZ Telecommunications will accept an ADSL loop at a maximum length of 20.4 kft with repeaters if required"

Verizon West will reject order if remark not provided.

Request will be disqualified and placed in jeopardy if repeater required and order is ISDN without repeaters.

CLEC may choose to accept loop without repeater.

When standard procedure/policy in place, Verizon West will reject order if remark not provided. If preferred service (i.e. ADSL) identified by NC NCI Code is unavailable, order will be placed in jeopardy for CLEC response and/or supplemental order with appropriate NC NCI Codes.

Verizon West will only provision unbundled loops in parity with the technical standards that Verizon West uses to provision xDSL services for it's own end users. If a CLEC provisions a loop longer than what Verizon West uses as a standard for its own xDSL type service, the CLEC will assume all associated risks.

Currently Verizon's technical standard used to provision ADSL service for our end user customers is 16.2kft. This distance is subject to change without notice being posted on this WEBsite, but is available in our retail tariff filings.

TOP

Cable Pair Qualification and Spectral Compatibility

The following describes Verizon Communication s rules governing the method for cable pair qualification and spectral compatibility conformance.

Cable Pair Qualification

The loops will be qualified based on the following guidelines:

- Not behind a pair gain device or remote switching unit.
- Non loaded, metallic loops (no loop electronics).
- No interferers (using cable records)

Verizon West will provide the CLEC with the following information. Items 2 through 5 will only be provided if the order for the UNE loop is placed in a jeopardy condition.

1. Electrical Loop Length
2. The presence of spectral influence in bundle if applicable.
3. The presence of spectral influence in adjacent bundles if applicable.
4. "Copper facility not available."
5. "Working behind a digital loop carrier (DLC)."

TOP

Facility Requirements

Bridge taps will not exceed a total of 2,500 feet.

xDSL will not be provisioned behind a DLC.

The electrical loop length is determined by measurements based on capacitance tests, which may include bridge taps under 2,500 feet in length.

TOP

Spectral Influence

The 25 pair bundle that includes the identified, or selected, circuit will be checked (cable records check) to determine the presence and quantity of the following:

- T1- Pulse Code Modulated (PCM) circuits (AMI signaling).
- HDSL2 or HDSL LITE (one-pair)
- Analog Carrier
- Primary rate ISDN (PRI)

The adjacent four (4) bundles to the identified or selected circuit will be checked to determine the presence and quantity of the following:

- T1- Pulse Code Modulated (PCM) circuits (AMI signaling).
- Analog Carrier
- Primary rate ISDN (PRI)

This check includes the 100 pair (4 binder groups) around the specific pair being qualified (typically 50 pair on either side).

NOTE: Verizon West follows industry standards as close as possible; however, Verizon West reserves the right to enhance the specified standards in order to further protect embedded or newly added services, and to amend these rules without consent of any or all customers.

Verizon West reserves the right to routinely monitor random xDSL circuits to determine compliance to the specified spectral mask. Random circuit monitoring will be performed at the physical layer only.

TOP

Violation of Compliance

Verizon West reserves the right to disconnect any and all services and/or circuits that do NOT comply with all rules specified in this document. Violation may be determined either through testing by Verizon West or indication of violation, i.e. circuit outages and or trouble reports. Verizon West will attempt to notify the violating CLEC at least three hours before disconnecting the circuit and/or circuits in violation of any specified rule. Verizon West will allow the CLEC three hours to correct the problem. Upon correction, Verizon West reserves the right to test and/or monitor the circuit to determine if the problem is corrected. If the problem is not corrected, Verizon West will proceed to disconnect the offending circuit. If a CLEC cannot be contacted through normal methods, the circuit will be disconnected without notification.

TOP

Line Loop Extender

Unbundled Digital Loop Extension is an offering used in conjunction with Unbundled 2-Wire Digital Loops. CLEC's may lease an Unbundled 2-Wire Digital Loop and use them to provide various types of digital services (e.g. ISDN-BRI). As provisioned, such loops may require treatment in order to support services up to the maximum service limits of the terminal equipment without extension. The Unbundled Digital Loop Extension product is an ancillary piece of equipment that may be utilized to exceed the terminal equipment service limits.

The costs associated with the Unbundled Digital Loop Extension equipment are separate and incremental to those for the unbundled loop element itself and must be negotiated as such and included within the requesting CLEC contract. This must be done prior to Verizon West installing the necessary equipment. Otherwise, Verizon West will limit the loop length to the distance of the basic service distance as defined by Verizon West standards for the NC/NCI code as documented on the requesting CLEC's LSR. In addition, CLEC's are required to provide acceptance of the incremental charges associated with Unbundled Digital Loop Extension equipment on a per LSR basis. The following phrase should be added to the remarks section of the LSR in order to both approve the installation of the equipment and to accept the associated

incremental charges:

Certify for ISDN-BRI - add line extension equipment (repeaters).

NOTE: Repeaters in used generically in this application. Verizon West uses various types of equipment to extend ISDN-BRI capable loops. The type of equipment used varies by area and is Verizon's discretion as to the type of equipment used. The equipment used will be in parity with the equipment Verizon West uses for the companies retail/wholesale customers within the same given area.

TOP

Provisioning UNE Loops for Analog Subscriber Carrier

Verizon West will not provision a UNE loop over an Analog Subscriber Carrier. In cases where non-typical carrier is in use, and no spare wire pairs to an end user premise are available, Verizon West will require the CLEC to either cancel the order or have the order remain on the DSR list until facilities can be constructed. The CLEC may be responsible for construction costs.

TOP

UNE Loops Served from a Verizon West Pair Gain Location (Remote)

Verizon West will use the following process for provisioning of UNE Loops.

- Verizon West will first use all available, spare physical facilities to provision any CLEC request for a UNE loop.
- If no facilities are available, Verizon West will notify CLEC of the lack of facilities, using the Jeopardy Report. If Verizon West has planned an installation of facilities to augment the exhausted facilities, that date will be provided to the CLEC on the Jeopardy report from the NMC. Upon installation of Verizon West facilities, those facilities will be made available to the CLEC on a first come, first served basis.
- If Verizon West notifies the CLEC of a lack of

facilities, the CLEC may choose to cancel the pending order, cancel and reissue at a latter date, or for RESALE CLEC accounts ONLY be placed on a DOR (Delayed Order Request) list, waiting for Verizon West to install facilities under planned expansion to complete the provisioning of the UNE loop. Other options may be available pursuant to individual interconnection agreements. When the available dedicated CLEC pair gain facilities are exhausted, and no Verizon West facilities exist, Verizon West will follow the above described procedure to notify the CLEC.

VADI Customer Care/Service Support

Verizon Advanced Data, Inc.

VADI Communication

To: CLECs

Subject: Verizon DSL Over Resold Lines in VADI-West

Date: November 21, 2001

Communication Number: 2001.150

Description: The purpose of this communication is to advise CLECs in the following states:

- Alabama
- California
- Florida
- Hawaii
- Idaho
- Illinois
- Indiana
- Kentucky
- Michigan
- Missouri
- North Carolina
- Ohio
- Oregon
- Pennsylvania
- South Carolina
- Texas
- Virginia
- Washington
- Wisconsin

that Verizon has filed a tariff with an effective date of November 21, 2001 to offer resold DSL over resold voice lines in the areas mentioned above where it offers DSL. The service is known as Verizon DSL Over Resold Lines or Verizon DRL.

Verizon DRL will be provided by Verizon Advanced Data Inc. (VADI) as follows:

- The resold voice service must already be in place.
- The CLEC or its ISP must have, or establish, a connection to Verizon's DSL network.
- The CLEC ordering DRL must be the same entity providing the end-users' voice services.
- The CLEC is responsible for providing all associated equipment, premise services and support for ISP services to the end-user. This includes but is not limited to – any required splitters, filters, modems, users software, end-users' technical support, etc. The equipment must meet VADI's specifications.
- The CLEC will receive a separate bill from VADI for the DRL service.
- Service orders must pass a service qualification process employing VADI business rules (e.g., loop length, class of service, central office availability, etc.).

Pricing

For more information, including rates and charges, please refer to the **Verizon Advanced Data, Inc.** Communications Services Tariff F.C.C. No. 1, Section 5.2, Part 3 which can be viewed at www.banetworkdata.com.

For more information on Verizon DRL, please call your Verizon Wholesale Account Manager.

From: david.f.russell@verizon.com [mailto:david.f.russell@verizon.com]
Sent: Thursday, December 19, 2002 10:15 AM
To: Evans, Valerie
Cc: elaine.l.lapointe@verizon.com
Subject: Minimum Service Periods

Valerie,

The VZ Special Access Minimum Service periods are as follows.

In the former BA South (reference section 7.4.4 of the FCC 1 Tariff):
DS1 2 months
DS3 1 year

In the former BA North (reference section 7.4.4 of the FCC 11 Tariff):
DS1 3 months
DS3 3 months

In the former GTE (reference section 3.2.4 (DS1) and 5.6.11 (DS3)of the FCC
14 Tariff):
DS1 1 month
DS3 There are a series of minimum periods which you might recognize more as term plans than minimum period. Effectively you sign up for a term commitment that is stated as a minimum period and the penalties look more like early termination penalties than those in the east tariffs.
To understand all of the terms, I recommend you take a look at FCC 14, Section 5.6.11 and if there are any questions, let me know.

Dave

-----Original Message-----
From: Waldron, David
Sent: Tuesday, June 25, 2002 4:28 PM
To: Berard, John; Evans, Valerie
Cc: Clancy, Mike; BOS-Legal-BellAtlantic
Subject: RE: VERIZON NORTH FACILITY ISSUES FOR SPECIAL ACCESS MODEL

There is also the matter of making the conversion from Special Access pricing to UNE/T1 pricing. I have attached what our Verizon Account Manager stated would be the most likely 'informal' process going forward.

See Attached. Hope this helps.

VERIZON
ONSE TO THE QUE

VERIZON RESPONSE TO THE QUESTION OF SPECIAL ACCESS CONVERSIONS

This document contains excerpts from two email communications between myself and the Verizon Account Manager Betsy Lamond on the topic of converting a Special Access DS1 to a UNE DS1 after the three month Liability period has been exhausted.

NOTE: [Verizon responses in RED] // [Covad questions in BLUE]

Dave,

Actually, you don't have to send an ASR in to convert to UNE after a Special Access circuit has been installed for 3 months. You follow the EEL process which means you send me a spreadsheet with the circuit IDs and Verizon will do a billing adjustment to UNE rates.

As far as the ASR entries for Special Access DS1s, I believe the following fields are changed:

SPEC - This field needs to be blank. For UNE's you would have UNBALL in this field. For SA, nothing goes in there.

PIU - This field will be 100, indicating 100% interstate traffic. For UNEs, it's 0

VTA - If you want a discount plan, you input the amount of months of the plan. If you want month to month, leave it blank

NC - It's HC- - for a Special Access DS1

NCI - It's 04DS9.15

SECNCI - 04DU9.56

I believe those are all the fields that need to changed. If there are more, the CATC will query the ASR.

In a separate email I asked Betsy to provide some additional logistical details on the Special Access Conversion process. Below are her responses to my questions.

Q #1) **What are the intervals on the Special Access Provisioning? The Business Rules quote a 60 day interval for "New Construction" and a 30 Day interval for "Extending Facilities". What can Covad use as a quotable interval in these situations - typical scenario? Or, will a timeframe be quoted on each request?**

A #1) **The 30 and 60 day intervals are worst case scenario for builds. I really can't say what a "typical scenario" would be because it depends on how extensive the job is. Covad will receive an "ECCD" (estimated construction Completion date) on each order which requires a build.**

Q #2) **Are there a different set of 'NRC's' when Engineering is "Extending Facilities" to accommodate our order versus the "New Construction". How will this be delineated in the price quotations?**

A #2) **No NRCs are applicable when new construction is needed for a Special Access order. If Covad requests Verizon extend the demarc, a Time and Material charge will apply. These rates are in the FCC 1 & 11 tariffs. If Verizon has to extend facilities in order to accommodate a Special Access order, no NRCs apply.**

NOTE: This may be a terminology issue because in the financial model sent two weeks ago there were one time "POP & LSO" Circuit Charges to cover for the initial build. These two charges are tantamount to a Non Recurring Charge.

Q #3) **On the DS1 to UNE Conversion Process, since a new ASR is not being generated then the PON nor CFA will not change; however, will the Circuit ID change? We need to confirm for both billing and maintenance purposes. Are special references required should we encounter a down circuit?**

A #3) No, the circuit ID will not change. Verizon will apply an adjustment to the existing circuit in CABS to reflect the UNE rate. No order activity is necessary by either company.

Q #4 & 5) On the DS1 to UNE Conversion Process, when can Covad expect to see the invoice reduction? This is necessary to convey to our customers and internal billing department. On the DS1 to UNE Conversion Process, what interval can we expect for the process to take place in all Verizon's systems? So, we can confirm with our customer that the change has taken place.

A #4 & 5) These two questions are similar so I'll put them together. UNE billing can start as soon as the 90 day period for maintaining the circuit is satisfied if VZ receives the spreadsheet with the circuits which need to be converted. For example, if a circuit went in today (May 6), the UNE billing could start August 3rd. You would send me the spreadsheet on or about August 3rd, and the billing adjustment would occur from August 3rd. If the billing date fell on the 15th, for example, VZ would pro-rate for the rest of the month and UNE billing would continue for every month thereafter.