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May 11, 2007

Frances Nichols Anglin
Oregon Public Utility Commission
550 Capitol St., NE
Suite 215
Salem, OR 97301

Re: ARB 775

Dear Ms. Nichols Anglin:

Enclosed for filing in the above entitled matter please find an original and (5) copies of Qwest Corporation's Direct Testimony of:

Renee Albersheim (Qwest/1 and Exhibits Qwest/2-Qwest/11);
Curtis Ashton (Qwest/12);
William Easton (Qwest/13);
Karen Stewart (Qwest/14 and Exhibit Qwest/15);
Teresa Million (Qwest/16 and Exhibit Qwest/17).

If you have any questions, please do not hesitate to give me a call.

Sincerely,



Carla M. Butler

CMB:

Enclosure

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BEFORE THE PUBLIC UTILITY COMMISSION OF OREGON

ARB 775

In the Matter of

**ESCHELON TELECOM OF OREGON,
INC.**

**Petition for Arbitration of an
Interconnection Agreement with Qwest
Corporation, Pursuant to Section 252 of the
Telecommunications Act**

DIRECT TESTIMONY OF

RENÉE ALBERSHEIM

FOR

QWEST CORPORATION

**DISPUTED ISSUE NOS. 1-1, 9-37, 9-37(a), 9-38, 12-64, 12-65, 12-66, 12-67, 12-68, 12-69,
12-70, 12-71, 12-72, 12-73, 12-74, 12-75, 12-76, 12-77, 12-78, 12-79, 12-80, 12-81, 12-83, 12-
86 and 12-87**

May 11, 2007

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LIST OF EXHIBITS

Qwest/2	Qwest Wholesale Change Management Document 1-30-06
Qwest/3	Qwest Negotiations Template – Section 12
Qwest/4	Eschelon Rewrite of Section 12
Qwest/5	Wire Center Tier Structure
Qwest/6	Account Manager PCAT
Qwest/7	Negotiations Template – Oregon Exhibit A
Qwest/8	Covad Change Request PC021904
Qwest/9	Qwest Expedites and Escalations PCAT
Qwest/10	Qwest Ordering PCAT
Qwest/11	Jeopardy Codes

1 In addition to working full-time at Qwest, I also earned a Juris Doctor degree
2 from the University of Denver College of Law and passed the Colorado Bar
3 Examination in October 2001. Prior to attending law school, I received a Master
4 of Business Administration in Management Information Systems from the
5 University of Colorado College of Business and Administration in 1985 and a
6 Bachelor of Arts degree from the University of Colorado in 1983.

7

8 **Q. HAVE YOU TESTIFIED BEFORE THIS COMMISSION BEFORE?**

9 A. Yes, I presented testimony in the interconnection agreement arbitration between
10 Covad and Qwest, docket ARB 584. I also presented testimony in the Wire
11 Center Impairment Case (*TRRO*), docket UM 1251.

12

13 **Q. HAVE YOU TESTIFIED BEFORE OTHER STATE REGULATORY**
14 **COMMISSIONS?**

15 A. As a witness for Qwest's Global Wholesale Markets organization, I have filed
16 written testimony and appeared before the commissions in Arizona, Colorado,
17 Minnesota, New Mexico, Utah, Washington and Wyoming. In my job as a
18 witness on matters dealing with Qwest's interconnection agreements and
19 operations support systems, I have also submitted written testimony in Idaho,
20 Iowa, North Dakota, South Dakota, Montana, and Nebraska.

1 **III. THE CHANGE MANAGEMENT PROCESS (“CMP”)**

2

3 **Q. WHAT IS THE PURPOSE OF THE CMP?**

4 A. From Qwest’s perspective, the purpose of CMP is to ensure that Qwest can
5 implement uniform systems, processes and procedures so that it can train its
6 employees and perform at a consistently high level of quality for its wholesale
7 customers. From a CLEC’s perspective, the purpose of the CMP is to provide
8 CLECs with a meaningful opportunity to modify Qwest’s systems, processes and
9 procedures. For all parties, the CMP provides a uniform mechanism for
10 communications about Qwest’s systems, processes and procedures.

11

12 **Q. PLEASE DESCRIBE THE CMP.**

13 A. The CMP was established in part for the specific purpose of ensuring that system
14 and process changes are clearly communicated to CLECs. It allows all CLECs to
15 participate in Change Request (“CR”) clarification and solution design meetings.
16 The CMP further provides detailed tracking of each CR through to final
17 disposition so that any interested party can track the status of any particular CR.
18 Further, the CMP allows all CLECs to learn about and anticipate the impacts a
19 change may have on their operations, and to voice concerns and request changes
20 to mitigate adverse impacts associated with a change. The CMP was created to
21 allow CLECs to voice their concerns and work toward an equitable solution that
22 better meets the larger community’s needs. CLECs participated with Qwest in
23 designing the CMP and have accepted it as the mechanism for changing systems
24 that affect multiple CLECs. The CMP process provides an established forum and,
25 more importantly, procedures designed to ensure that the needs of the broader
26 CLEC community are addressed.

27

28

29

30

1 **Q. HOW WAS THE CMP CREATED?**

2 A. The current CMP was designed by a joint group that included Qwest and a
3 number of CLECs. Eschelon was an active participant in this process. Extensive
4 negotiations took place in meetings from the fall of 2001 to the fall of 2002. The
5 end result was the Wholesale Change Management Process Document that
6 governs the CMP today.
7

8 **Q. IS QWEST OBLIGATED TO PROVIDE A CMP?**

9 A. Yes. In order to receive approval from the FCC to provide long distance service,
10 ILECs like Qwest were required to establish that they met the criteria of a 14-
11 point checklist. Checklist Item 2 required the ILECs to provide access to
12 Unbundled Network Elements (“UNEs”). One of the required UNEs was access
13 to Operational Support Systems (“OSS”). The FCC stated, “The Commission has
14 explained that it must review the BOC’s change management procedures to
15 determine whether these procedures afford an efficient competitor a meaningful
16 opportunity to compete by providing sufficient access to the BOC’s OSS.”¹
17

18 **Q. DID THE FCC DETERMINE THAT THE CMP AFFORDS AN**
19 **EFFICIENT COMPETITOR A MEANINGFUL OPPORTUNITY TO**
20 **COMPETE?**

21 A. Yes. The FCC stated, “We find that Qwest’s current Change Management
22 Process (“CMP”) is clearly drafted, well organized, and accessible.”² The FCC
23 also noted, “We find in particular that Qwest’s CMP provides competitive carriers
24 with substantial opportunities to address Qwest’s proposed changes and to initiate
25 their own changes.”³ And the FCC stated,

¹ See *In the Matter of Application by Qwest Communications International, Inc. for Authorization To Provide In-Region, InterLATA Services in the States of Colorado, Idaho, Iowa, Montana, Nebraska, North Dakota, Utah, Washington and Wyoming*, WC Docket No. 02 – 314, FCC 02-232, December 23, 2002, (“9-State Order”), at ¶ 132.

² *Id.*, at ¶ 133.

³ *Id.*, at ¶ 134.

1 We find that the Qwest CMP provides a sufficient mechanism for
2 resolving impasses between Qwest and competitive LECs. The CMP
3 provides a detailed process for escalations whereby a Qwest employee
4 (Director or above) is assigned to the escalation. In the event the
5 competitive LEC wishes to further dispute an issue, there is a defined
6 dispute resolution process which provides for arbitration, mediation, or
7 submission to the appropriate regulatory agency.⁴
8

9 **Q. HAS THE CMP BEEN EVALUATED BY THIS COMMISSION?**

10 A. Yes. The CMP was evaluated as a part of the extensive section 271 investigation.
11 This Commission analyzed the CMP based on five criteria established by the FCC
12 as a basis for demonstrating an adequate change management process. This
13 Commission stated:

14
15 During the intervening period since the issuance of our Workshop 4, Part
16 2, Report, public utility commissions in other jurisdictions, most recently
17 the state of Washington, have found that Qwest has, in general,
18 demonstrated OSS performance at a level sufficient to justify a positive
19 recommendation to the FCC with respect to that aspect of Qwest's 271
20 application.

21
22 There is little in the overall OSS process that is Oregon-specific and
23 nothing which rises to such magnitude as to justify findings substantially
24 different from those made elsewhere in the Qwest region. Thus, rather
25 than parse the results of tests which have already been exhaustively
26 analyzed by experts and adopted by commissions in neighboring states,
27 we accept their findings and recommend to the FCC a finding of
28 compliance by Qwest with respect to this aspect of its Section 271
29 application.⁵
30

31 As in Oregon, the CMP was approved by the other 13 states in Qwest's local
32 service region, and the FCC approved Qwest's 271 applications.⁶

⁴ *Id.*, at ¶ 135.

⁵ See *In the Matter of the Investigation into the Entry of Qwest Corporation, formerly known as U S WEST Communications, Inc., into In-Region InterLATA Services under Section 271 of the Telecommunications Act of 1996*, Final Recommendation Report of the Commission, docket UM 823, August 19, 2002, at p. 8.

⁶ See *9-State Order*, at ¶ 133; See also *In the Matter of Application by Qwest Communications International, Inc. for Authorization To Provide In-Region, InterLATA Services in New Mexico, Oregon and South Dakotas, and individual state approval orders*, WC Docket No. 03-11, FCC 03-81 ("3-State Order"); *In the Matter of Application by Qwest Communications International Inc., for Authorization To*

1 **Q. HOW IS THE CMP GOVERNED?**

2 A. The processes and procedures for the CMP and the roles and responsibilities of
3 the CMP participants are clearly delineated in the Qwest Wholesale Change
4 Management Process Document (the “CMP Document”).⁷

5
6 **Q. WHAT IS THE SCOPE OF CMP?**

7 A. As stated in the CMP Document, the CMP manages changes to:

8
9 Operations Support Systems (OSS) Interfaces, products and processes
10 (including manual) as described below. CMP provides a means to address
11 changes that support or affect pre-ordering, ordering/provisioning,
12 maintenance/repair and billing capabilities and associated documentation
13 and production support issues for local services (local exchange services)
14 provided by Competitive Local Exchange Carriers (CLECs) to their end
15 users. This CMP is applicable to Qwest’s 14 state in-region serving
16 territory.⁸
17

18 **Q. DOES THE CMP MANAGE CHANGES TO RATES REQUIRED BY**
19 **SECTION 251(c)?**

20 A. No. Rate management is product specific and not a CMP activity. For example,
21 some rates are required to be TELRIC, and are approved through cost dockets.

22
23 **Q. DO CHANGES MADE VIA THE CMP TRUMP PROVISIONS**
24 **CONTAINED IN INDIVIDUAL CLEC INTERCONNECTION**
25 **AGREEMENTS?**

Provide In-Region, InterLATA Services in Minnesota, WC Docket No. 03-90, FCC 03-142 (“Minnesota Order”); *In the Matter of Application by Qwest Communications International Inc. for Authorization to Provide In-Region, InterLATA Services in Arizona*, WC Docket No. 03-194, FCC 03-309 (“Arizona Order”).

⁷ The CMP Document was attached as Exhibit G to Qwest’s Petition for Arbitration. The most current version of the CMP Document is always available on Qwest’s Wholesale website at <http://www.qwest.com/wholesale/cmp/index.html>, and is attached as Exhibit Qwest/2.

⁸ See Exhibit Qwest/2, CMP Document Section 1.0.

1 A. No. The CMP Document clearly states in its introduction:

2

3 In cases of conflict between the changes implemented through this CMP
4 and any CLEC interconnection agreement (whether based on the Qwest
5 SGAT or not), the rates, terms and conditions of such interconnection
6 agreement shall prevail as between Qwest and the CLEC party to such
7 interconnection agreement. In addition, if changes implemented through
8 this CMP do not necessarily present a direct conflict with a CLEC
9 interconnection agreement, but would abridge or expand the rights of a
10 party to such agreement, the rates, terms and conditions of such
11 interconnection agreement shall prevail as between Qwest and the CLEC
12 party to such agreement.
13

14 None of the parties who participated in the redesign of the CMP in 2002 believed
15 that the CMP should be used as a mechanism to subvert commitments established
16 via interconnection agreements. Nonetheless Qwest has successfully provided
17 services via the CMP. Based on that history, I believe this Commission should
18 require Eschelon to demonstrate a compelling justification for altering existing
19 processes or before locking processes into interconnection agreement.
20

21 **A. THE CHANGE REQUEST PROCESS**

22

23 **Q. HOW DOES QWEST MANAGE THE CMP?**

24 A. The CMP is managed through a combination of (a) monthly CMP meetings held
25 jointly between Qwest, CLECs, and State Commissions, and (b) Qwest
26 notifications for product, process and system changes.⁹
27

28 **Q. HOW DOES A CLEC USE CMP TO REQUEST A CHANGE FROM**
29 **QWEST?**

30 A. CLECs can use the CMP to request two broad categories of changes: what we
31 refer to as “product or process” changes on the one-hand, and system changes on

⁹ It is noteworthy that the CLECs conduct their own meetings as well on a monthly basis as part of the CMP. These are known as the CLEC ad hoc meetings.

1 the other. For product or process changes, CLECs can request a change to a
2 product or process by submitting a Change Request (CR) through the
3 cmpcr@qwest.com mailbox. Once the CR is received, Qwest reviews the request
4 to obtain a high level understanding of the change being requested by the CLEC
5 and then subsequently schedules a call with the CLEC to clarify its request with
6 Qwest representatives. The CLEC then presents its requested change at the
7 monthly CMP meeting. After the CR has been presented, Qwest evaluates the CR
8 in more detail and develops a draft response.

9
10 **Q. HOW DOES QWEST RESPOND TO A CLEC'S PRODUCT OR PROCESS**
11 **CHANGE REQUEST?**

12 A. In its response to a CR, Qwest advises the CLEC whether the CR is accepted, or if
13 denied, provides the CLEC with the reason for denial based on one or more of the
14 following conditions that are outlined in Section 5.3 of the CMP Document:

- 15
- 16 • Technologically not feasible – a technical solution is not available
- 17 • Regulatory ruling/Legal implications – regulatory or legal reasons
- 18 prohibit the change as requested, or if the request benefits some
- 19 CLECs and negatively impact others (parity among CLECs) (Contrary
- 20 to ICA provisions)
- 21 • Outside the Scope of the Change Management Process – the request is
- 22 not within the scope of the Change Management Process (as defined in
- 23 this CMP), seeks adherence to existing procedures, or requests for
- 24 information
- 25 • Economically not feasible – low demand, cost prohibitive to
- 26 implement the request, or both
- 27 • The requested change does not result in a reasonably demonstrable
- 28 business benefit (to Qwest or the requesting CLEC) or customer
- 29 service improvement

1 Qwest will not deny a CR solely on the basis that the CR involves a
2 change to back-end systems. Qwest will apply these concepts to CRs that
3 Qwest originates.¹⁰
4

5 The CMP designers, which included CLECs, determined that it was reasonable
6 for Qwest to be able to deny change requests for these listed reasons.
7

8 Qwest communicates its response (accepted or denied) at the next regularly
9 scheduled monthly meeting, where the CLECs have the opportunity to discuss,
10 clarify and comment on Qwest's response.
11

12 **Q. DOES THE CLEC HAVE AN OPPORTUNITY IN THE CMP TO SEEK**
13 **MODIFICATION OF QWEST'S RESPONSE TO ITS CHANGE**
14 **REQUEST?**

15 A. Yes. The CLEC and Qwest can discuss the response in the monthly CMP
16 meeting. Based on the discussion at the monthly meeting, Qwest may decide to
17 modify its response and then Qwest advises the CLECs whether or not it intends
18 to do so. If Qwest does not modify its response, and the CLECs do not accept
19 Qwest's response, any CLEC can elect to escalate, postpone, or dispute Qwest's
20 decision in accordance with the agreed upon CMP Escalation, Postponement, or
21 Dispute Resolution Process.¹¹ If the originating CLEC does not agree with a
22 determination to escalate, postpone or pursue dispute resolution, it may withdraw
23 its participation and any other CLEC can become responsible for pursuing the CR
24 upon providing written notification to the Qwest CMP Manager.
25
26
27

¹⁰ The same reasons apply to denials of Systems change requests discussed below. See Exhibit Qwest/2, Section 5.1.4.

¹¹ See Exhibit Qwest/2, Sections 14.0 and 15.0.

1 **Q. WHAT HAPPENS AFTER QWEST ACCEPTS A PRODUCT OR**
2 **PROCESS CHANGE REQUEST IN CMP?**

3 A. If the CR is accepted, Qwest moves forward with the development of the CR,
4 communicates the status of the development at the monthly CMP meetings, and
5 subsequently issues a CMP notification (Level 1, 2, 3 or 4) to the CLEC
6 community advising of the proposed change and of the effective date of the
7 change along with a red-lined copy(s) of the affected business procedure(s) and/or
8 PCAT(s), if applicable.¹² The guidelines for CLEC notification are outlined in
9 Sections 5.3 and 5.4 of the CMP Document.

10

11 **Q. DOES THE CMP GIVE CLECs A CHANCE TO PARTICIPATE IN**
12 **QWEST'S DEVELOPMENT OF AN ACCEPTED PRODUCT OR**
13 **PROCESS CHANGE REQUEST?**

14 A. Yes. After Qwest notifies CLECs as I've described, then the CLECs have the
15 opportunity to formally comment on the proposed changes and Qwest officially
16 provides a response to those comments, again through the notification process.

17

18 **Q. WHAT HAPPENS AFTER THE NOTIFICATION AND COMMENT**
19 **PROCESS IS CONCLUDED?**

20 A. Once the notification goes into effect, the CR moves into a CLEC test status,
21 where the CLECs and Qwest have an opportunity to test the CR. Finally, the CR
22 is closed when it is determined that there is no further activity associated with the
23 CR. Then the CR is closed at the monthly CMP meeting with agreement from the
24 originating CLEC.

25

¹² The term PCAT is derived from the words Product CATalog. At Qwest, PCATs have evolved into documents that contain much more than product information. They include all the processes and procedures necessary to enable CLECs to obtain pre-ordering, ordering, provisioning, billing and maintenance and repair services from Qwest. All of Qwest's PCATs can be found on Qwest's Wholesale website at www.qwest.com/wholesale.

1 **Q. DOES THIS PROCESS DIFFER WHEN QWEST INITIATES A**
2 **PRODUCT OR PROCESS CHANGE INSTEAD OF A CLEC?**

3 A. Yes. For a Qwest-originated product or process change, the process is slightly
4 different. Depending on the change that is being proposed, and the “level” of the
5 change, Qwest either issues a CLEC product/process change directly to the
6 CLECs via the notification process, or in some cases, Qwest also issues a CR to
7 be developed through the process that is described above for the CLECs.

8
9 **Q. PLEASE EXPLAIN “LEVELS” OF QWEST-ORIGINATED CHANGES.**

10 A. In the CMP, there are five categories that Qwest utilizes to determine
11 implementation timelines for the Qwest initiated changes:

12

- 13 • Level 0 notifications are changes that do not change the meaning of
14 documentation and do not alter CLEC operating procedures. Level 0
15 changes are effective immediately without notification. An example
16 of a Level 0 change is font and typeface changes, capitalization or
17 spelling corrections.
- 18 • Level 1 notifications are changes that do not alter CLEC operating
19 procedures or changes that are time critical corrections to a Qwest
20 product/process. Time critical corrections may alter CLEC operating
21 procedures, but only if such Qwest product/process has first been
22 implemented through the appropriate level under CMP. Level 1
23 changes are effective immediately upon notification. Examples of a
24 Level 1 change are corrections, clarifications, or additional
25 information that does not change the product/process.
- 26 • Level 2 notifications are changes that have minimal effect on CLEC
27 operating procedures. Qwest provides notification of Level 2 changes
28 at least twenty-one (21) calendar days prior to implementation.
29 Examples of a Level 2 notice are documentation of a product or
30 process that was not previously documented, contact change

1 information or a reduction of a standard interval in Qwest's Standard
2 Interval Guide.

- 3 • Level 3 notifications are changes that have moderate effect on CLEC
4 operating procedures and require more lead-time before
5 implementation than Level 2 changes. Qwest provides initial
6 notification of Level 3 changes at least thirty-one (31) calendar days
7 prior to implementation. Examples of Level 3 changes are
8 modifying/changing an existing process, adding new features to an
9 existing product or changes to customer facing center hours.
- 10 • Level 4 notifications are changes that have a major effect on existing
11 CLEC operating procedures or changes that require the development
12 of new procedures.

13
14 Level 4 changes are originated using the CMP CR process and provide CLECs
15 with an opportunity to have input into the development of the change prior to
16 implementation. Level 4 changes follow a process similar to the CLEC initiated
17 change requests. Examples of Level 4 changes are increasing an interval in the
18 Qwest Standard Interval Guide, development of a new product or feature, and
19 changes to the CMP Document.

20
21 **Q. WHAT OPPORTUNITIES FOR COMMENT DO CLECs HAVE ON**
22 **QWEST-ORIGINATED PRODUCT OR PROCESS CHANGES?**

- 23 A. For any notice that Qwest sends to CLECs, CLECs have the opportunity to
24 comment on the changes or request a change to disposition on the notice. For
25 Level 1 changes, Qwest's notifications to CLECs state that the disposition is a
26 Level 1, describe the change, state that the change is effective immediately, and
27 advise the CLECs to contact the CMP Manager immediately if the change alters
28 the CLECs' operating procedures and requires Qwest's assistance to resolve.
29 Qwest then works to resolve the issue with the CLEC that submitted the
30 comments. Possible resolutions may include withdrawal of the change, re-

1 notification under a different level, or creation of a new category of change under
2 a different level, which is required via a CR through the CMP process.

3

4 Regarding Level 2-4 notices, the CLECs have a formal comment period where
5 they can elect to respond or make comments to the proposed changes, or request a
6 change to disposition. If Qwest receives comments on the proposed changes,
7 Qwest must respond to those changes prior to implementation. In Qwest's final
8 response to comments it may either accept the change submitted by a CLEC and
9 make minor corrections to the documentation that was previously distributed for
10 review, or reject the changes with a comment as to the reason for the denial. In
11 all cases, the response to comments also includes the final implementation date.
12 For any of the Level 2-4 notifications, if the CLECs do not accept Qwest's
13 response, any CLEC may elect to escalate, postpone, or pursue dispute resolution
14 in accordance with the provisions in the CMP Document in Sections 5.5.2, 14.0
15 and 15.0.

16

17 **Q. WHAT IF A CLEC DISAGREES WITH QWEST'S DETERMINATION**
18 **OF A PRODUCT OR PROCESS CHANGE "LEVEL"?**

19 A. The CMP allows CLECs the opportunity to request a change to disposition to a
20 higher level (i.e. request a change from a Level 2 to a Level 3 notice). In order to
21 do this, they must request the change within the CLEC comment cycle. Along
22 with the request, the CLEC must also submit substantive information to warrant
23 the change to disposition (i.e., business need or financial impact). Once a change
24 to disposition is received, Qwest discusses the change to disposition request either
25 at the next CLEC monthly meeting or in a separate CLEC ad-hoc meeting. In this
26 meeting, the parties discuss the changes being made and attempt to reach
27 resolution. If resolution cannot be reached, a vote is taken in accordance with
28 Section 17.0 of the Wholesale Change Management Process Document and the
29 results are determined by the majority.

30

1 **Q. HOW CAN A CLEC ASK QWEST TO POSTPONE A CHANGE THAT**
2 **QWEST ORIGINATED?**

3 A. As part of the notification process described above for Level 3 and Level 4
4 changes, the CLECs have the opportunity during the CLEC comment cycle to
5 request a postponement of the proposed change. A CLEC may request that Qwest
6 postpone implementation of all or part of the proposed change until the issue is
7 resolved in the CMP or until the dispute is resolved pursuant to the Dispute
8 Resolution Process. In its request for postponement, the CLEC must provide the
9 following information, if relevant:

10

- 11 • The basis for the request for a postponement;
- 12 • The extent of the postponement requested, including the portions of
13 the proposed change to be postponed and length of requested
14 postponement;
- 15 • The harm that the CLEC will suffer if the proposed change is not
16 postponed, including the business impact on the CLEC if the proposed
17 change is not postponed; and
- 18 • Whether and how the CLEC alleges that the proposed change violates
19 its interconnection agreement(s) or any applicable commission rules or
20 any applicable law.¹³

21

22 **Q. WHEN DOES QWEST GRANT A REQUEST TO POSTPONE A**
23 **CHANGE?**

24 A. Qwest will postpone the implementation of the proposed change whenever Qwest
25 reasonably determines that postponing the proposed change prevents more harm
26 or cost to the requesting and any joining CLECs than postponing the proposed
27 change imposes harm or cost upon Qwest or any CLECs who oppose the
28 postponement. Qwest will postpone the implementation of the proposed change if

¹³ See Exhibit Qwest/2, Section 5.5.

1 implementation is inconsistent with a requesting CLEC's interconnection
2 agreement, applicable commission rule or law.

3

4 **Q. WHAT HAPPENS ONCE QWEST GRANTS A POSTPONEMENT?**

5 A. If Qwest decides to postpone the change, it is postponed for a minimum of 30
6 calendar days. In Qwest's response, Qwest states how long the proposed change
7 will be postponed, for which CLECs the change is being postponed and any other
8 pertinent information.

9

10 **Q. WHEN DOES QWEST DECLINE A REQUEST TO POSTPONE A
11 CHANGE?**

12 A. Qwest will not postpone the implementation of the proposed change whenever
13 Qwest reasonably determines that postponing the proposed change imposes more
14 harm or cost upon Qwest or any CLECs who oppose the postponement than
15 postponing the proposed change prevents harm or cost to the CLECs supporting
16 the postponement. In this instance, Qwest provides in its response notification
17 that the proposed change will not be postponed.

18

19 **Q. WHAT DOES QWEST DO AFTER IT HAS DECLINED A REQUEST TO
20 POSTPONE?**

21 A. If Qwest decides not to postpone the change, Qwest's response includes the
22 reason why it is not being postponed, an explanation of the cost and harm
23 evaluation, and why Qwest believes the change is consistent with ICAs or other
24 commission rules or laws. Additionally, if Qwest does not implement the
25 requested postponement, Qwest will not implement the change until at least 30
26 calendar days after it notifies the CLECs that the postponement is denied. This
27 gives CLECs an adequate time frame in which to seek further recourse, if they
28 desire.

29

1 **Q. DO CLECs HAVE ANY RECOURSE IF QWEST DENIES A REQUEST**
2 **FOR POSTPONEMENT?**

3 A. Yes, absolutely. In fact, a CLEC can request that a neutral arbitrator determine
4 whether Qwest must postpone implementation of a proposed change. The CMP
5 Document sets forth detailed procedures and time lines for this type of arbitration.
6 The party against whom the issue is decided must pay all costs for the arbitrator.
7 Further, this arbitration option is not an exclusive remedy and expressly does not
8 preclude a CLEC from using state commission procedures.¹⁴
9

10 **Q. HOW DOES THE CMP PROVIDE FOR SYSTEM CHANGE REQUESTS?**

11 A. System changes are handled the same way as product and process changes,
12 whether the change is requested by a CLEC or by Qwest. In order for a system
13 change to be considered, a CR must be submitted through the CMP process. As
14 described earlier regarding product or process change requests, Qwest reviews the
15 request to obtain a high level understanding of the change being requested by the
16 CLEC, and then subsequently schedules a call with the CLEC (or Qwest
17 originator) to clarify the request with Qwest representatives. The CR is then
18 presented by the CLEC or Qwest at the next monthly CMP meeting. After the CR
19 has been presented, Qwest evaluates the CR in more detail and develops an
20 estimated level of effort (LOE) or estimated hours that it will take Qwest to
21 implement the requested change along with the business impact. Qwest then
22 determines whether it will accept or deny the system change request and develops
23 a draft response. In its response, Qwest advises the CLEC whether the CR is
24 accepted (naturally, the Qwest CR is accepted or it would not have been
25 submitted), or if denied, provides the CLEC the reason for denial based on the
26 conditions that are outlined in Section 5.1.4 of the CMP Document (which are
27 also the same conditions discussed previously for product and process CRs).
28
29

¹⁴ See Exhibit Qwest/2 CMP Document, Section 5.5.2.

1 **Q. WHAT HAPPENS WHEN A SYSTEM CR IS ACCEPTED?**

2 A. If the CR is accepted and the CR is requesting a change to Qwest's electronic
3 interfaces, which are referred to collectively as Interconnect Mediated Access
4 ("IMA"), the CR is placed into a bucket of CRs awaiting prioritization.¹⁵ Systems
5 CRs are subject to a ranking process, currently bi-annually, to prioritize them.
6 CRs are ranked according to the number of points each one receives in a vote by
7 Qwest and the CLECs, with the CR receiving the highest number of points being
8 number one on the list. Then based upon the total number of hours that are
9 available for enhancements within a given release, Qwest determines the total
10 number of CRs that can be implemented starting with the CR ranked first on the
11 list. It is important to note that both the Qwest and CLEC CRs are included in
12 this bucket of IMA enhancements and both are given equal weight. For those
13 CRs that do not make the next IMA release, they remain in a pending
14 prioritization status awaiting the next IMA prioritization.

15

16 **Q. IS THE POST-ACCEPTANCE PROCESS DIFFERENT FOR CHANGES**
17 **TO OTHER QWEST SYSTEMS, BESIDES THE ELECTRONIC**
18 **INTERFACES DESCRIBED ABOVE?**

19 A. For accepted system changes in other areas, such as Qwest's Billing or
20 Maintenance and Repair Systems, depending on the number of CRs that are
21 pending and the number of hours that are available for enhancement in a given
22 release, the CRs may or may not have to be prioritized. The CMP Document
23 states that if there are more CRs pending than the applicable release has capacity
24 for, the CRs will be prioritized. If Qwest can work all of the CRs that are pending
25 in a particular release, prioritization is not necessary.

26

¹⁵ A more thorough discussion of Qwest's electronic interfaces and operational support systems is contained in Section XXIII of this testimony.

1 **Q. WHAT DOES THE CMP PROVIDE FOR CLECs WHO DISAGREE**
2 **WITH QWEST'S DISPOSITION OF A SYSTEM CHANGE REQUEST?**

3 A. If a system CR is denied by Qwest, or if any CLEC does not accept Qwest's
4 response, any CLEC may elect to escalate, postpone or dispute Qwest's response
5 in accordance with the provisions set forth in the CMP Document. If the
6 originator of the CR does not agree with the determination to escalate, postpone
7 or pursue dispute resolution, it may withdraw its participation and any other
8 CLEC can become responsible for pursuing the CR upon providing written
9 notification to the Qwest CMP Manager. If any CLEC does not accept Qwest's
10 response and does not intend to escalate, postpone or dispute Qwest's response, it
11 may request to have the status of the CR changed to 'Deferred,' which ultimately
12 puts the CR into a holding bin indefinitely. The CR remains deferred and any
13 CLEC may re-activate the CR at a later date.

14
15 **Q. DOES THE CMP PROVIDE ANY OTHER OPTIONS FOR THE**
16 **ORIGINATOR OF A SYSTEMS CHANGE REQUEST WHO DISAGREES**
17 **WITH QWEST'S DISPOSITION?**

18 A. In the event that Qwest denies a CR for economically not feasible reasons, or a
19 CLEC or Qwest wants a CR to be worked that was not ranked high enough on the
20 prioritization list, or CLEC/Qwest submitted a CR after prioritization had
21 occurred and wishes to still try to have the enhancement included in the next
22 systems release, Qwest or the CLEC may choose to invoke the Special Change
23 Request Process, whereby the CLEC/Qwest opts to pay for the system change,
24 outside the normal prioritization process. Qwest works with the CLECs in this
25 scenario to see if it has additional resources to implement the CR.

26
27
28
29

1 **Q. DOES THE CMP PROVIDE TECHNICAL INFORMATION TO CLECs**
2 **REGARDING SYSTEM CHANGE REQUESTS?**

3 A. With all system releases, Qwest provides draft technical specifications, as well as
4 final technical specifications, to the CLEC community via an external notification
5 that outlines the proposed system changes. These are all noticed through the
6 CMP system notification process, and Qwest updates all associated PCATs,
7 Business Procedures and Local Service Ordering Guidelines (LSOG) through the
8 product/process notification process in conjunction with the release.

9
10 **Q. WHAT HAPPENS AFTER A SYSTEMS CHANGE IS ACCEPTED?**

11 A. Following the same process as the product and process CRs, once a systems
12 change has been implemented, the CR goes into a CLEC test status where all
13 CLECs have the opportunity to test the system change. Once it is determined that
14 no additional work is required, the CR is closed at a monthly CMP meeting.

15
16 **Q. CAN CLECs PREVENT QWEST FROM UNILATERALLY MAKING**
17 **CHANGES VIA THE CMP?**

18 A. Yes. Qwest cannot force anything through the CMP. In fact, Qwest has had
19 some of its own change requests rejected. For example, Qwest has withdrawn 99
20 of the 397 change requests it has submitted to the CMP either because the CLECs
21 have vocally opposed the changes or because, in the case of systems change
22 requests, they were given such a low priority by the CLEC vote that it was clear
23 they would not be implemented. That means that 25% of Qwest's change
24 requests have not been approved and implemented through the CMP.

25
26 **Q. HAVE ANY CHANGE REQUESTS DEVELOPED THROUGH THE CMP**
27 **CONFLICTED WITH INTERCONNECTION AGREEMENTS?**

28 A. No. Of the 969 change requests that have been accepted through the CMP, none
29 of them has resulted in creating a conflict with CLECs' ICAs.

1 **B. ESCHELON'S PARTICIPATION IN THE CMP**

2
3 **Q. DID ESCHELON PARTICIPATE IN THE CMP REDESIGN DISCUSSED**
4 **ABOVE?**

5 A. Yes. According to the records of the CMP Redesign, Eschelon was an active and
6 vocal participant in the CMP Redesign process, meaning that Eschelon had a hand
7 in the design of the CMP as it exists today.¹⁶

8
9 **Q. HAS ESCHELON BEEN AN ACTIVE PARTICIPANT IN THE CMP?**

10 A. Yes. Eschelon has been a very active and very vocal participant in the CMP. A
11 review of CMP Meeting Minutes indicates that since April 2001, Eschelon has
12 had representatives present at all 130+ Monthly Systems CMP meetings, and all
13 65+ monthly Product and Process meetings.¹⁷ Additionally, for all but a portion
14 of one meeting, Eschelon has had more than one representative present. Eschelon
15 has had as many as six representatives present for one individual meeting.

16
17 **Q. HAS ESCHELON SUBMITTED CHANGE REQUESTS TO THE CMP?**

18 A. Yes. Through September of 2006, Eschelon submitted 137 Systems change
19 requests and 95 Product and Process change requests to the CMP. The vast
20 percentage – 82% – of Eschelon's change requests (118 of the systems change
21 requests and 74 of the product and process change requests) have been accepted
22 by Qwest and sent on through the CMP process.

23
24 **Q. HAS ESCHELON OBJECTED TO QWEST NOTIFICATIONS?**

25 A. Yes. Through August 2006, the last time such data was collected, Qwest received
26 63 challenges to its notices from all CLECs combined. Of these, 29 challenges

¹⁶ CMP Redesign Meeting minutes and participant records are available on Qwest's Wholesale website at <http://www.qwest.com/wholesale/cmp/redesign.html>.

¹⁷ Participants may appear at meetings in person or by telephone. CMP Meeting minutes can be found at <http://www.qwest.com/wholesale/cmp/teammeetings.html>.

1 came from Eschelon. In response to the objections, 52 of the change notices were
2 retracted, modified, partially implemented or resubmitted as change requests. For
3 the remaining 11 notices, following clarification meetings with the CLECs, it was
4 determined that no action was required.
5

6 **C. THE CMP IS AN EFFECTIVE PROCESS FOR QWEST AND ALL CLECs**
7

8 **Q. WHAT FACTS DEMONSTRATE THAT THE CMP IS EFFECTIVE FOR**
9 **QWEST AND ALL CLECs?**

10 A. As I explained above, since 2002, 969 Change Requests have been implemented
11 through the CMP. This is significant because it shows how Qwest and CLECs
12 have worked together to make improvements on 969 different issues. For
13 Eschelon alone, working through the CMP has resulted in the implementation of
14 192 Change Requests to date. These Change Requests reflect 192 different
15 changes that Eschelon desired and was able to have implemented through the
16 CMP.
17

18 **Q. CAN QWEST ACT ARBITRARILY IN THE CMP?**

19 A. Not at all. As I discussed above, there are a number of procedures detailed in the
20 CMP Document that prevent Qwest from acting arbitrarily in the CMP. Plus,
21 there are a number of dispute options available to CLECs who are not satisfied
22 with Qwest's response to their concerns. To review the mechanisms contained in
23 the CMP Document:
24

25 Section 5.5.2 describes the process CLECs can use for requesting a
26 postponement and then an arbitrator, if necessary.
27

28 Section 14 details the Escalation process that CLECs can use to object to a
29 change. Qwest is obligated to respond to escalations based on the
30 procedures outlined in this chapter.
31

1 Section 15 details the Dispute Resolution Process that permits Qwest or a
2 CLEC to take an item that has not been resolved to arbitration or to a state
3 commission for resolution.
4

5 Section 16 provides the procedures for making an Exception Request to
6 the CMP for a change that is an exception to normal CMP processes.
7 Such a change requires a vote of the CMP members.
8

9 Section 17 explains the voting procedures at the CMP when votes are
10 required. Key to this section is the provision that every carrier (including
11 Qwest) has one vote in the CMP.
12

13 Section 18 details the process for submitting disputes to the CMP
14 Oversight Committee for Review.
15

16 **Q. WHAT IS THE CMP OVERSIGHT COMMITTEE?**

17 A. Per Section 18.0 of the CMP Document, the Oversight Committee exists to
18 resolve disputes that cannot be resolved via other available dispute resolution
19 mechanisms outlined in the CMP Document. These issues include:
20

- 21 • Improper notification under CMP
- 22
- 23 • No notification under CMP
- 24
- 25 • Issues regarding scope of CMP
- 26
- 27 • Failures to adhere to CMP
- 28
- 29 • Interpretations of CMP
- 30
- 31 • Gaps in CMP
- 32

33 The Oversight Committee is comprised of one participant from Qwest, one
34 participant each from six CLECs, and one participant from each state commission
35 that wishes to participate.
36
37

1 **Q. IS ESCHELON A MEMBER OF THE CMP OVERSIGHT COMMITTEE?**

2 A. Yes. Based on the Oversight Committee Roster posted on Qwest's Wholesale
3 website, Eschelon is represented on the Oversight Committee by Bonnie Johnson.
4 As a participant on the Oversight Committee, Eschelon has an even greater degree
5 of influence over the CMP.

6
7 **Q. SHOULD THIS COMMISSION ORDER SYSTEMS PRODUCT OR**
8 **PROCESS CHANGES IN AN INTERCONNECTION AGREEMENT?**

9 A. No. Not unless Eschelon presents a compelling case for making such changes.
10 Qwest has a demonstrated history of successfully providing products to CLECs
11 under current processes as modified through the CMP. Because changes involve
12 expense, and could reduce service quality, the presumption should be that current
13 procedures continue. Furthermore, trying to make systems or product and process
14 changes in an interconnection arbitration subverts the purpose of the CMP. The
15 CMP provides a centralized forum for all CLECs to be informed of, have a say in,
16 and make requests for such changes. If a change is ordered through language in
17 an interconnection agreement, the other members of the CMP will have no say in
18 the outcome. Qwest will be required to make the change in order to comply with
19 the interconnection agreement, whether or not other CLECs are impacted by that
20 change, and whether or not other CLECs want that change. Such an approach
21 forces Qwest to choose between a one-off process for Eschelon or changing the
22 process for all CLECs as a result of Eschelon's contract.

23
24 **Q. WHAT IS THE DISADVANTAGE OF ESCHELON'S PROPOSALS TO**
25 **LOCK IN SYSTEMS FUNCTIONS OR PROCESSES AND PROCEDURES**
26 **IN ITS INTERCONNECTION AGREEMENT?**

27 A. If processes are locked in via language in the interconnection agreement, then
28 Qwest may be forced to reject proposed changes to that process in the CMP
29 unless it first obtains an amendment to the interconnection agreement with

1 Eschelon. Otherwise, Qwest faces the risk of multiple disparate processes and
2 procedures -- one-offs -- for individual CLECs and will have its operations
3 virtually hamstrung. Locking in processes will prevent Qwest from being able to
4 implement change requests submitted by other CLECs without first negotiating
5 with Eschelon, reaching an agreement, and executing an amendment. Imagine
6 this process for all 969 Change Requests implemented through the CMP since its
7 redesign in 2002. This is a tremendous barrier to making efficient and effective
8 changes through the CMP. Neither Qwest nor the CLECs will be able to respond
9 in a timely fashion to market and technological changes in the industry.

10
11 **Q. ESCHELON WILL ARGUE THAT THE INTERCONNECTION**
12 **AGREEMENT ALREADY CONTAINS PROCESS AND PROCEDURE**
13 **DETAIL. HOW DO YOU RESPOND?**

14 A. It is true that there is process language contained in Qwest's interconnection
15 agreements today. Like industry standards for systems and processes, Qwest's
16 contract language has evolved over time. Before the creation of the current CMP,
17 many interconnection agreements were highly individualized. Through the
18 extensive collaborations in the creation of the CMP, and the section 271
19 evaluations of Qwest's systems and processes, Qwest and the CLECs have
20 created mechanisms to ensure that Qwest can provide the best service for CLECs.
21 As a result, Qwest has taken steps to try to make its contract language reflect
22 these improvements. While process language still exists, Eschelon should not be
23 allowed to compound the problem and turn back the clock on the processes that
24 have proven effective for all of Qwest's CLEC customers.

25

1 Q. WHAT ARE ESCHELON'S PROPOSED CHANGES TO QWEST'S
2 LANGUAGE?

3 A. Eschelon proposes the following language:

4

5 **1.7.2 If the Commission orders, or Qwest chooses to offer and CLEC**
6 **desires to accept, intervals longer than those set forth in this**
7 **Agreement, including Exhibit C, the Parties shall amend this**
8 **Agreement under one (1) of the two (2) options set forth in Section**
9 **1.7.1 (an interval Advice Adoption Letter or interval interim Advice**
10 **Adoption Letter terminating with approval of negotiated**
11 **Amendment) pertaining to the new interval (rather than new product)**
12 **(or as otherwise ordered by the Commission). The forms of such**
13 **letters are attached hereto as Exhibits N -O).**

14

15 **1.7.2.1 Notwithstanding any other provision in this**
16 **Agreement, the intervals in Exhibit C may be shortened**
17 **pursuant to the Change Management Process (CMP) without**
18 **requiring the execution or filing of any amendment to this**
19 **Agreement.**

20

21 Q. IS THIS ESCHELON'S ONLY PROPOSAL?

22 A. No. Eschelon also proposes the following:

23

24 **1.7.2 If the Commission orders, or Qwest chooses to offer and CLEC**
25 **desires to accept intervals different from those set forth in this**
26 **Agreement, including Exhibit C, the Parties shall amend this**
27 **Agreement under one (1) of the two (2) options set forth in Section**
28 **1.7.1 (an interval Advice Adoption Letter or interval interim Advice**
29 **Adoption Letter terminating with approval of negotiated**
30 **Amendment) pertaining to the new interval (rather than new product)**
31 **(or as otherwise ordered by the Commission). The forms of such**
32 **letters are attached hereto as Exhibits N -O.**

33

34

35

36

1 **Q. HOW DOES QWEST NORMALLY MANAGE A CHANGE TO A**
2 **SERVICE INTERVAL?**

3 A. Qwest follows the provisions of the CMP process. If a service interval is to be
4 increased, Qwest submits a Level 4 notice and a change request.¹⁹ If a service
5 interval is to be decreased, Qwest submits a Level 2 notice.²⁰
6

7 **Q. WHAT OPTIONS WOULD CLECs HAVE IF THEY OBJECTED TO A**
8 **SERVICE INTERVAL CHANGE PROPOSED BY QWEST?**

9 A. As I explained above, an objecting CLEC has multiple options: filing comments,
10 escalation, postponement, dispute resolution or filing a complaint with the
11 Commission.
12

13 **Q. WHAT DOES ESCHELON'S FIRST PROPOSAL REQUIRE?**

14 A. Eschelon's proposal requires inclusion of a list of the exact provisioning intervals
15 in Exhibit C to the ICA; an ICA amendment and Commission approval to
16 lengthen intervals; and, shortening intervals through the CMP.
17

18 **Q. WHY DOES QWEST OPPOSE ESCHELON'S FIRST PROPOSAL?**

19 A. A. Eschelon's language is a solution in search of a problem. Historically,
20 Qwest has modified service intervals through the CMP. This approach is
21 particularly appropriate because a number of intervals are managed by the service
22 quality standards that Qwest is required to maintain. Since Qwest obtained
23 section 271 approval, all such modifications have been reductions in the lengths
24 of service intervals for various services and have been for the benefit of CLECs.
25 The current system works well. By contrast, Eschelon's proposed change could
26 cause significant problems. Specifically, under Eschelon's proposal, interval
27 changes require Qwest to obtain contractual agreement from Eschelon and

¹⁹ See Exhibit Qwest/2, CMP Document Section 5.4.5.

²⁰ See Exhibit Qwest/2, CMP Document Section 5.4.3.

1 companies that opt in to Eschelon's agreement. Such a process is unnecessarily
2 burdensome and Eschelon has demonstrated no significant benefit associated with
3 creating such burden.

4

5 **Q. BUT WHAT ABOUT ESCHELON'S BACK-UP PROPOSED**

6 **LANGUAGE?**

7 A. In its alternative second proposal, Eschelon seeks to require the parties to amend
8 the ICA to change intervals "different" from those set forth in the agreement.

9

10 **Q. WHY DOES QWEST OBJECT TO ESCHELON'S SECOND PROPOSAL?**

11 A. Qwest objects because the telecommunications industry in general and technology
12 in particular, change rapidly. There are times when Qwest and CLECs should be
13 able to flexibly and efficiently move forward with changes to service intervals.
14 Furthermore, service intervals are an aspect of Qwest's business that has an
15 impact on every single CLEC. To provide services in a nondiscriminatory
16 manner, Qwest must provide CLECs with the same service intervals. Qwest's
17 service quality should not be hamstrung by the requirement to amend an ICA, or
18 many ICAs, before lengthening or shortening a service interval. The CMP was
19 developed by the industry to address exactly the kind of impacts presented by
20 changes to service intervals. And the Commission can be involved if necessary.
21 The CMP explicitly allows CLECs to seek redress of decisions they disagree with
22 by filing a complaint with the Commission.

23

24 **Q. WHAT IS QWEST'S PROPOSED LANGUAGE FOR ISSUE 1-1(A)?**

25 A. Qwest proposes the following:

26

27 7.4.7 Intervals for the provision of Interconnection trunks will conform to
28 the performance objectives set forth in Section 20. Any changes to the
29 Interconnection trunk intervals will be made through the Change
30 Management Process (CMP) applicable to the PCAT, pursuant to the
31 procedures set forth in Exhibit G. Operational processes within Qwest

1 work centers are discussed as part of the CMP. Qwest agrees that CLEC
2 shall not be held to the requirements of the PCAT.
3

4 **Q. WHAT ARE ESCHELON'S PROPOSED CHANGES TO QWEST'S**
5 **LANGUAGE?**

6 A. Eschelon proposes the following:
7

8 7.4.7 Intervals for the provision of Interconnection trunks will conform to the
9 performance objectives set forth in Section 20. **Intervals are set forth in**
10 **Exhibit C.** Any changes to the Interconnection trunk intervals will be made **as**
11 **described in Section 1.7.2 through the Change Management Process**
12 **(CMP) applicable to the PCAT, pursuant to the procedures set forth in**
13 **Exhibit G.** Operational processes within Qwest work centers are discussed as
14 part of the CMP. Qwest agrees that CLEC shall not be held to the requirements
15 of the PCAT.
16

17 **Q. WHAT IS QWEST'S PROPOSED LANGUAGE FOR ISSUE 1-1(B)?**

18 A. Qwest proposes the following:
19

20 Qwest proposed footnote in Exhibit C: For UDIT rearrangements see
21 Qwest's wholesale website for the Service Interval guide
22

23 **Q. WHAT ARE ESCHELON'S PROPOSED CHANGES TO QWEST'S**
24 **LANGUAGE?**

25 A. Eschelon proposes the following changes:
26

26 Rearrangements
27 Eschelon proposes deletion of Qwest proposed footnote in Exhibit C: **~~For~~**
28 **~~UDIT rearrangements see Qwest's wholesale website for the Service~~**
29 **~~Interval guide.~~**
30

31 **Q. WHAT IS QWEST'S PROPOSAL FOR ISSUE 1-1(C)?**

32 A. Qwest proposes the deletion of the entire Section 9.0 of Exhibit C (LIS Trunking
33 Service Intervals).
34
35

1 Q. WHAT IS ESCHELON'S RESPONSE TO QWEST'S PROPOSAL?

2 A. Eschelon proposes to include the LIS Trunking intervals in Exhibit C.

3

4 Q. WHAT IS QWEST'S PROPOSED LANGUAGE FOR ESCHELON ISSUE

5 1-1(D)?

6 A. Qwest proposes the following:

7

8 3.2 For ICB intervals for those standard products and services that
9 require negotiated project time lines for installation, such as 2/4 wire
10 analog loop for more than twenty-five (25) loops, Qwest shall make every
11 attempt to provide an FOC to CLEC pursuant to the guidelines contained
12 in the Service Interval Guide.
13

14 Q. WHAT ARE ESCHELON'S PROPOSED CHANGES TO QWEST'S

15 LANGUAGE?

16 A. Eschelon proposes the following:

17

18 ~~**3.1.1 For ICB intervals for those standard products and services that**~~
19 ~~**require negotiated project time lines for installation, such as 2/4 wire**~~
20 ~~**analog loop for more than twenty-five (25) loops, Qwest shall make**~~
21 ~~**every attempt to provide an FOC to CLEC pursuant to the guidelines**~~
22 ~~**contained in the Service Interval Guide. For the following products**~~
23 ~~**and services, for which the interval is ICB, Qwest shall provide the**~~
24 ~~**ICB due date interval to CLEC as follows:**~~

25

26 **3.1.1.1 No later than seventy-two (72) hours after the**
27 **application date for:**

28

29 **a) 25 or more 2/4 wire analog loops;**

30

31 **b) 25 or more 2-wire non-loaded loops;**

32

33 **c) 25 or more 4-wire non-loaded loops;**

34

35 **d) 25 or more xDSL-I capable loops;**

36

37 **e) 9 or more conditioned loops for 2/4 wire non-loaded, ADSL**

compatible, xDSL-I, ISDN; and

f) 25 or more lines Quick Loop and Quick Loop with LNP.

3.1.1.1 No later than one-hundred and ninety two (192) hours
after the application date for:

- 1 **a) 25 or more DS0 UDITs;**
- 2 **b) 25 or more DS0 EEL/Loop Mux;**
- 3 **c) 4 or more DS3 UDITs; and**
- 4 **d) 4 or more DS3 EEL/Loop Mux**
- 5

6 **Q. WHAT IS QWEST'S PROPOSED LANGUAGE FOR ISSUE 1-1(E)?**

7 A. Qwest proposes the following language for section 9.23.9.4.3:

8

9 Service intervals for LMC are set forth in the Service Interval Guide (SIG)
10 available at www.qwest.com/wholesale

11

12 **Q. WHAT ARE ESCHELON'S PROPOSED CHANGES TO QWEST'S**
13 **LANGUAGE?**

14 A. Eschelon proposes the following:

15

16 Service intervals for LMC(s) Loops are set forth in **Exhibit C** ~~the Service~~
17 ~~Interval Guide (SIG).~~

18

19 **Q. WHAT ARE QWEST'S OBJECTIONS TO ESCHELON'S PROPOSED**
20 **LANGUAGE CHANGES IN SECTIONS 1-1(A) THROUGH 1-1(E)?**

21 A. As stated above, all of these changes are Eschelon's attempt to set current service
22 intervals in stone in its contract, thus prohibiting appropriate management of
23 service intervals via the CMP. By doing so, Eschelon effectively precludes Qwest
24 from responding to changes in the industry, including to requests for changes
25 from the CMP participants, without first agreeing to an amendment to its
26 Interconnection Agreement. Qwest would thus be required to make the Hobson's
27 choice of either providing a unique process to Eschelon, arbitrating an issue in
28 multiple states with multiple possible outcomes or giving Eschelon control over
29 intervals. This subverts the CMP process, and prohibits all other CLECs from
30 being able to seek changes to intervals without Eschelon's express permission.
31 Qwest cannot support and operationalize one-off service intervals. There is a

1 harmful slippery slope here if the Commission adopts Eschelon's proposed
2 language. In the next ICA arbitration with the next CLEC, the Commission may
3 be faced with a request by the CLEC to approve yet another -- and different -- list
4 of specific service intervals with yet another -- different -- process for shortening
5 or lengthening those intervals. Adoption of these types of provisions proposed by
6 different CLECs would put Qwest in the impossible position of trying to meet its
7 nondiscrimination obligations and service quality standards in the face of multiple
8 different requirements. The industry developed the CMP for a reason. And the
9 fact is that the CMP works as it was intended. Eschelon should not be allowed to
10 dictate the standards for service intervals going forward and Qwest should not be
11 faced with the impossible.

12

13 **Q. HAVE CHANGE REQUESTS BEEN SUBMITTED TO THE CMP TO**
14 **CHANGE SERVICE INTERVALS?**

15 A. Yes. A review of the CMP change request archives shows that change requests
16 have been submitted by AT&T, Eschelon, Comcast, Covad and Qwest.²¹ This
17 demonstrates that other participants in the CMP have an interest in proposing
18 changes to service intervals in the CMP. If Eschelon obtains the contract
19 language it desires for service intervals, no other CMP participant will be able to
20 expect to have a service interval change implemented through the CMP until
21 Qwest first obtains an amendment to its ICA with Eschelon.

22

23 **Q. SO FAR, QWEST HAS ONLY DECREASED INTERVALS. CAN YOU**
24 **THINK OF A CIRCUMSTANCE IN WHICH IT MIGHT BE NECESSARY**
25 **FOR QWEST TO INCREASE AN INTERVAL?**

26 A. Yes. It is reasonable to expect that to accomplish an interval decrease for one
27 type of product as a result of a market or technological change, Qwest would need

²¹ The Product and Process Change Request Archive and the Systems Change Request Archive are available via links on the Qwest Wholesale website at <http://www.qwest.com/wholesale/cmp/changerequest.html>.

1 to divert resources from some other, less requested type of product, resulting in an
2 increase in that product's interval, in order to accomplish this new industry goal.
3 Qwest and the CLECs need the flexibility to be able to respond to such industry
4 changes in this way via the CMP.

5

6 **Q. WHAT EXAMPLES CAN YOU THINK OF THAT HAVE RESULTED IN**
7 **SIGNIFICANT INDUSTRY CHANGES RECENTLY?**

8 A. One example is the Triennial Review Order (“TRO”) in which the FCC
9 determined there is no impairment for unbundled switching, thus eliminating
10 unbundled switching as a UNE.²² Another example is the Triennial Review
11 Remand Order (“TRRO”) in which the FCC determined that there is no
12 impairment for dark fiber loops, among other things. This Order eliminated dark
13 fiber loops as UNEs.²³ While these changes have not resulted in the service
14 interval trade-off described above, they demonstrate that the industry is constantly
15 changing and evolving. Qwest needs the flexibility to respond to these kinds of
16 changes. This evolution is a primary reason for the existence of the CMP. One
17 CLEC should not be permitted to bring Qwest and the other CLECs to a standstill
18 in an ever-changing industry.

19

20

21

22

²² See *Review of the Section 251 Unbundling Obligations of Incumbent Local Exchange Carriers, Implementation of the Local Competition Provisions of the Telecommunications Act of 1996, Deployment of Wireline Services Offering Advanced Telecommunications Capability*, CC Docket Nos. 01-338, 96-98, 98-147, Report and Order and Order on Remand and Further Notice of Proposed Rulemaking, 19 FCC Rcd 16978, 17145 (2003) (“Triennial Review Order” or “TRO”).

²³ See *In the Matter of Review of Unbundled Access to Network Elements, Review of Section 251 Unbundling Obligations of Incumbent Local Exchange Carriers*, Order on Remand, CC Docket No. 01-338, WC Docket No. 04-313, 20 FCC Rcd 2533, (2004) (“Triennial Review Remand Order” or “TRRO”).

1 **Q. WHICH LANGUAGE SHOULD THIS COMMISSION CHOOSE FOR**
2 **ISSUE 1-1 AND ITS SUBPARTS FOR THE INTERCONNECTION**
3 **AGREEMENT?**

4 A. Qwest's language is more reasonable and is based on the appropriate management
5 of the Service Interval Guide in the CMP. This Commission should approve
6 Qwest's language for this section of the Interconnection Agreement.

7

1

2 **Q. DID THESE NEW RULES COMPLETE THE TRIENNIAL REVIEW**
3 **PROCESS?**

4 A. No. A number of impacted parties appealed the *TRO* to the D.C. Circuit Court of
5 Appeals. The court upheld a number of the rules that the FCC had established in
6 the *TRO*, but most relevant to this proceeding, the court vacated and remanded the
7 FCC's findings of nationwide impairment for mass market switching and
8 dedicated transport. The court also vacated the FCC's delegation of authority to
9 state commissions to conduct granular impairment analysis as established in the
10 *TRO*. *United States Telecom Ass'n v. FCC*, 359 F.3d 554 (2004) ("*USTA II*").
11 The court determined that the FCC did not properly relate the possibility of
12 competitive deployment of facilities in one market to the actual deployment of
13 facilities in similar geographic markets. *Id.*, at 575.

14

15 **Q. HOW DID THE FCC RESPOND TO THE *USTA II* DECISION?**

16 A. In August 2004, the FCC issued an Interim Order and Notice of Proposed
17 Rulemaking ("*NPRM*") eliminating a number of sections of the *TRO*, and sought
18 comment on a response to *USTA II*. The FCC then published the *TRRO* on
19 February 4, 2005.²⁸

20

21 **Q. WHAT RULES ESTABLISHED BY THE *TRRO* ARE RELEVANT TO**
22 **THIS PROCEEDING?**

23 A. Eschelon has asked that language related to the *TRRO* be included in its contract,
24 so it is important to understand the *TRRO* to understand the language the
25 Eschelon is seeking. Among other things, the *TRRO* clarifies ILEC obligations to
26 provide unbundled access to dedicated interoffice transport and high-capacity
27 loops. The *TRRO* also clarifies the "impairment" standard. Impairment is now

²⁸ *In the Matter of Review of Unbundled Access to Network Elements, Review of Section 251 Unbundling Obligations of Incumbent Local Exchange Carriers*, Order on Remand, CC Docket No. 01-338, WC Docket No. 04-313, 20 FCC Rcd 2533, (2004) ("*Triennial Review Remand Order*" or "*TRRO*").

1 evaluated as it relates to the capabilities of a “reasonably efficient competitor.”
2 *TRRO*, at ¶ 24. Using this standard, the *TRRO* establishes route-by-route
3 unbundling requirements for dedicated interoffice transport depending on the
4 number of “business lines”²⁹ and “fiber-based collocators”³⁰ in particular wire
5 centers. For DS1 and DS3 loops, the FCC uses a methodology similar to its
6 treatment of high-capacity transport. Specifically, the FCC establishes a wire
7 center-by- wire center unbundling requirement to determine whether a wire center
8 is subject to actual or potential competition based on the number of business lines
9 and fiber-based collocators in that wire center.

10 **B. NON-IMPAIRMENT THRESHOLDS FOR TRANSPORT AND THE**
11 **WIRE CENTER TIER STRUCTURE**

12
13 **Q. WHAT IS THE WIRE CENTER TIER STRUCTURE THAT THE FCC**
14 **ESTABLISHED IN THE *TRRO* FOR HIGH-CAPACITY TRANSPORT?**

15 A. The FCC created a three-tier structure to classify wire centers based on their
16 potential to support competitive transport deployment. Per the FCC,

17 “Tier 1” wire centers are those with the highest likelihood for actual and
18 potential competitive deployment, including wholesale opportunities.

19 “Tier 2” wire centers also show a very significant but lesser likelihood of
20 actual and potential competitive deployment.

21 “Tier 3” wire centers are those that show a generally low likelihood of
22 supporting actual or potential competitive transport deployment. *TRRO*, at

23 ¶ 111.

²⁹ 47 CFR § 51.5 defines a “business line” as follows: “A business line is an incumbent LEC-
owned switched access line used to serve a business customer, whether by the incumbent LEC itself or by a
competitive LEC that leases the line from the incumbent LEC.”

³⁰ 47 CFR § 51.5 defines a “fiber-based collocator” as follows: “A fiber-based collocator is any
carrier, unaffiliated with the incumbent LEC, that maintains a collocation arrangement in an incumbent
LEC wire center, with active electrical power supply, and operates a fiber-optic cable or comparable
transmission facility that (1) Terminates at a collocation arrangement within the wire center; (2) Leaves the
incumbent LEC wire center premises; and (3) Is owned by a party other than the incumbent LEC or any
affiliate of the incumbent LEC, except as set forth in this paragraph.”

1
2 **Q. WHAT CRITERIA DID THE FCC USE TO DETERMINE WHICH WIRE**
3 **CENTERS CAN BE CLASSIFIED AS TIER 1 WIRE CENTERS FOR**
4 **HIGH-CAPACITY TRANSPORT?**

5 A. The FCC defines “Tier 1” wire centers as those with four or more fiber-based
6 collocators, or with 38,000 or more business lines. 47 CFR § 51.319(e)(3)(i).
7 The FCC determined that these thresholds indicate that very extensive CLEC
8 transport deployment exists or is likely to exist in these wire centers, and that
9 competitors are likely to provide transport services on a wholesale basis. *TRRO*,
10 at ¶ 112.

11
12 **Q. WHAT CRITERIA DID THE FCC USE TO DETERMINE WHICH WIRE**
13 **CENTERS CAN BE CLASSIFIED AS TIER 2 WIRE CENTERS FOR**
14 **HIGH-CAPACITY TRANSPORT?**

15 A. The FCC defines “Tier 2” wire centers as those with three or more fiber-based
16 collocators, or with 24,000 or more business lines. 47 CFR § 51.319(e)(3)(ii).
17 These thresholds suggest that multiple carriers have overcome the costs of
18 deployment and that there are revenues available to substantiate deployment.
19 *TRRO*, at ¶ 118.

20
21 **Q. WHAT CRITERIA DID THE FCC USE TO DETERMINE WHICH WIRE**
22 **CENTERS CAN BE CLASSIFIED AS TIER 3 WIRE CENTERS FOR**
23 **HIGH-CAPACITY TRANSPORT?**

24 A. The FCC considers all wire centers that are not Tier 1 or Tier 2 wire centers as
25 “Tier 3” wire centers. 47 CFR § 51.319(e)(3)(iii). Put another way, all wire
26 centers with fewer than three fiber-based collocators or with fewer than 24,000
27 business lines are Tier 3 wire centers.

1 **Q. WHAT IS THE SIGNIFICANCE OF THE FCC'S WIRE CENTER TIER**
2 **STRUCTURE FOR HIGH-CAPACITY TRANSPORT?**

3 A. The FCC uses these tiers as indicators of non-impairment and bases its
4 unbundling requirements for DS1, DS3 and dark fiber interoffice transport on
5 these tiers. Please see Exhibit Qwest/5 for an illustration of the wire center tier
6 structure and the non-impairment criteria.
7

8 **Q. WHAT ARE THE UNBUNDLING REQUIREMENTS FOR DS1**
9 **TRANSPORT?**

10 A. The FCC determined that there is no impairment for DS1 interoffice transport
11 between Tier 1 wire centers. As a result, ILECs such as Qwest are not obligated
12 to provide unbundled DS1 interoffice transport on routes connecting two Tier 1
13 wire centers. 47 CFR § 51.319(e)(2)(ii)(A).
14

15 **Q. WHAT ARE THE UNBUNDLING REQUIREMENTS FOR DS3**
16 **TRANSPORT?**

17 A. The FCC concluded that there is no impairment for DS3 interoffice transport on
18 routes connecting wire centers where both of the wire centers are either Tier 1 or
19 Tier 2 wire centers. The FCC determined that competitive transport facilities
20 have been or can be deployed between such wire centers, and that significant
21 revenue opportunities make such deployments economically feasible. Therefore,
22 ILECs such as Qwest are not obligated to provide unbundled DS3 interoffice
23 transport on routes connecting either Tier 1 or Tier 2 wire centers. 47 CFR §
24 51.319(e)(2)(iii)(A).
25
26
27
28

1 **Q. WHAT ARE THE UNBUNDLING REQUIREMENTS FOR DARK FIBER**
2 **TRANSPORT?**

3 A. The FCC concluded that there is no impairment for dark fiber interoffice transport
4 on routes connecting wire centers where both of the wire centers are either Tier 1
5 or Tier 2 wire centers. The FCC determined that competitive transport facilities
6 have been or can be deployed between such wire centers, and that significant
7 revenue opportunities make such deployments economically feasible. Therefore,
8 ILECs such as Qwest are not obligated to provide unbundled dark fiber interoffice
9 transport on routes connecting either Tier 1 or Tier 2 wire centers. 47 CFR §
10 51.319(e)(2)(iv)(A).

11
12 **C. NON-IMPAIRMENT THRESHOLDS FOR UNBUNDLED DS1 AND DS3**
13 **LOOPS**

14
15 **Q. DID THE FCC USE THE WIRE CENTER TIER STRUCTURE TO**
16 **ESTABLISH NON-IMPAIRMENT THRESHOLDS FOR HIGH-**
17 **CAPACITY LOOPS?**

18 A. No. However, the FCC uses a methodology similar to its treatment of high-
19 capacity transport in that it establishes a wire center-by-wire center unbundling
20 requirement to determine whether a wire center is subject to actual or potential
21 competition for high-capacity loops, based upon business line counts and fiber-
22 based collocator counts.

23
24 **Q. WHAT IS THE IMPAIRMENT THRESHOLD FOR UNBUNDLED DS1**
25 **LOOPS?**

26 A. Per the FCC, there is no impairment in any building within a service area of a
27 wire center that contains 60,000 or more business lines and four or more fiber-
28 based collocators. 47 CFR § 51.319(a)(4)(i). Therefore, ILECs such as Qwest
29 are not obligated to provide unbundled DS1 loops in these wire centers.

1

2 **Q. WHAT IS THE IMPAIRMENT THRESHOLD FOR UNBUNDLED DS3**

3 **LOOPS?**

4 A. The FCC determined that there is no impairment in any building within a service
5 area of a wire center that contains 38,000 or more business lines and four or more
6 fiber-based collocators. 47 CFR § 51.319(a)(5)(i). Therefore, ILECs such as
7 Qwest are not obligated to provide unbundled DS3 loops in these wire centers.

8

9 **Q. IS THERE AN IMPAIRMENT THRESHOLD FOR UNBUNDLED DARK**

10 **FIBER LOOPS?**

11 A. No. The FCC determined that there is no impairment for dark fiber loops.
12 Therefore, ILECs such as Qwest are no longer obligated to provide unbundled
13 dark fiber loops in any wire center. 47 CFR § 51.319(a)(6)(i).

1 **VI.** **ISSUES 9-37: NON-IMPAIRED WIRE CENTER**
2 **LIST**

3

4 **Q. WHAT IS THE FIRST ISSUE RAISED BY ESCHELON RELATED TO**
5 **THE TRRO?**

6 A. Eschelon seeks language in its contract regarding the establishment of a list of
7 non-impaired wire centers in Oregon.

8

9 **Q. ARE THE PARTIES' LANGUAGE DIFFERENCES IN THIS SECTION**
10 **VERY SIGNIFICANT?**

11 A. No. Qwest believes its proposed language adds greater clarity, and Qwest
12 believes it is likely that the parties will be able to come to agreement on this
13 section of the contract. Should agreement not be reached, Qwest will cover this
14 section issue in greater detail in rebuttal.

15

1 VII.

**ISSUES 9-37(A): ADDING NON-IMPAIRED WIRE
CENTERS**

2

3

4 **Q. IS THERE MORE THAN ONE MAJOR TOPIC CONTAINED IN ISSUE 9-**
5 **37(A)?**

6 A. Yes. Eschelon discusses two significant topics within the scope of issue 9-37(a).
7 For clarity I will divide my testimony on this issue into two parts, covering each
8 topic separately. The first topic relates to ordering UNEs in non-impaired wire
9 centers. The second topic relates to the methodology to be used to determine non-
10 impairment for future additions to the list of non-impaired wire centers.

11

1 **A. ORDERING UNEs IN NON-IMPAIRED WIRE CENTERS**
2

3 **Q. DID QWEST ORIGINALLY WANT TO ESTABLISH A PROCESS FOR**
4 **REJECTING ORDERS IN NON-IMPAIRED WIRE CENTERS?**

5 A. Yes. Qwest believed it was in all parties' best interest not to waist valuable
6 resources provisioning UNE services in non-impaired wire centers and then more
7 resources disconnecting those services or converting them to an appropriate
8 alternative, or bringing disputes to this Commission. It would be more efficient to
9 prevent such services from being provisioned in error in the first place. However,
10 Qwest encountered significant resistance from the CLECs, and unrealistic
11 demands regarding the automation of the rejection process. Therefore, in a
12 significant concession to the CLECs, Qwest decided to implement the dispute
13 process as outlined in paragraph 234 of the *TRRO*³¹ and consistent with this
14 Commission's Order in the *TRRO* Wire Center docket in this state.³²
15

16 **Q. SHOULD THE PARTIES BE ABLE TO COME TO TERMS ON THIS**
17 **SECTION OF THE INTERCONNECTION AGREEMENT?**

³¹ Paragraph 234 of the *TRRO* states:

We recognize that our rules governing access to dedicated transport and high-capacity loops evaluate impairment based upon objective and readily obtainable facts, such as the number of business lines or the number of facilities-based competitors in a particular market. We therefore hold that to submit an order to obtain a high-capacity loop or transport UNE, a requesting carrier must undertake a reasonably diligent inquiry and, based on that inquiry, self-certify that, to the best of its knowledge, its request is consistent with the requirements discussed in parts IV, V, and VI above and that it is therefore entitled to unbundled access to the particular network elements sought pursuant to section 251(c)(3). Upon receiving a request for access to a dedicated transport or high-capacity loop UNE that indicates that the UNE meets the relevant factual criteria discussed in sections V and VI above, the incumbent LEC must immediately process the request. To the extent that an incumbent LEC seeks to challenge any such UNEs, it subsequently can raise that issue through the dispute resolution procedures provided for in its interconnection agreements. In other words, the incumbent LEC must provision the UNE and subsequently bring any dispute regarding access to that UNE before a state commission or other appropriate authority.

³² See Order No. 07-109, docket UM 1251, *In the Matter of Covad Communications Company; Eschelon Telecom of Oregon, Inc.; Integra Telecom of Oregon, Inc.; McLeodUSA Telecommunications Services, Inc.; and XO Communications Services, Inc. Request for Commission Approval of Non-Impairment Wire Center List* (March 20, 2007).

1 A. Yes. Qwest believes the parties are close to agreement on terms for this section of
2 the interconnection agreement. Qwest's proposal states that Qwest will not reject
3 CLEC orders. Qwest's protection against abuse of this provision is Eschelon's
4 agreement in the language not to place orders for UNEs in non-impaired wire
5 centers. Any such orders should be rare, will be the result of errors, and should be
6 immediately corrected by Eschelon. If this is done, there should be little occasion
7 for Qwest to file disputes with this Commission. If the parties do not come to
8 agreement on terms for this section of the Interconnection Agreement, Qwest will
9 provide further testimony on this issue in rebuttal.
10

1 **B. METHODOLOGY FOR DETERMINING NON-IMPAIRMENT**

2 **Q. WHAT IS THE ISSUE IN THIS SECTION OF THE INTERCONNECTION**
3 **AGREEMENT?**

4 A. The parties disagree as to inclusion of the specific methodology to be used to
5 determine wire center non-impairment in an interconnection agreement. The
6 methodology for determining non-impairment was defined by the FCC in the
7 *TRRO*. Specific details of the methodology were established by this Commission
8 in the *TRRO* Wire Center proceeding.³³ Any modifications made by the FCC or
9 this Commission will take place in subsequent wire center proceedings.
10 Commission proceedings are the appropriate venue for such actions. Language
11 pertaining to the specifics of the methodology should not be included in an
12 individual CLEC's ICA, since non-impairment is not CLEC specific but applies
13 to an entire wire center. Qwest is already bound to the findings of this
14 Commission in the wire center docket. Placing language in an ICA to begin with
15 is redundant, but also creates the potential for conflicting requirements in the
16 future. Any changes made to the methodology by the FCC or this Commission
17 would necessitate amending Eschelon's contract, and the contracts of any CLECs
18 that subsequently choose to opt-in to Eschelon's contract. Eschelon's language
19 does not give Eschelon any greater protection than that already provided by this
20 Commissions decision in the wire center docket, but it does create unnecessary
21 administrative burdens.

22 **Q. ARE THE PARTIES CLOSE TO AGREEMENT ON THIS SECTION OF**
23 **THE ICA?**

24 A. Yes. Qwest believes the parties are likely to come to an agreement on this section
25 of the Interconnection Agreement. If this issue does not come to settlement, then
26 Qwest will provide further testimony in rebuttal.

³³ See Order No. 07-109, docket UM 1251 (March 20, 2007).

1 **VIII.**

2 **ISSUES 9-38: PROCESSING HIGH-CAPACITY**
3 **LOOP AND TRANSPORT REQUESTS**

4 **Q. HOW DOES THIS ISSUE IMPACT SECTION 9.1.13.4 OF THE ICA?**

5 A. First, Eschelon's proposal eliminates the possibility that the parties might come to
6 agreement on an order rejection process. Second, and much more significant to
7 Qwest, Eschelon's proposal eliminates its agreement not to submit orders in non-
8 impaired wire centers. Qwest agreed not to seek an order rejection process based
9 in large part on Eschelon's assurance that it would not purposely place orders for
10 non-impaired facilities in or between wire centers contained on a Commission
11 Approved Wire Center List. Without that assurance, Eschelon could place as
12 many such orders as it likes, and Qwest's only recourse would be to bring a
13 dispute for every such order to this Commission. No party should consider this a
14 desirable outcome. Paragraph 234 of the *TRRO* requires that a CLEC make a
15 good faith inquiry into the impairment status of a wire center. Any such good
16 faith inquiry would yield the list of non-impaired wire centers approved by this
17 Commission. Based on that Eschelon should be willing to make a commitment
18 not to purposely place orders in non-impaired wire centers.

19
20 **Q. DOES QWEST BELIEVE THE PARTIES WILL REACH AGREEMENT**
21 **ON THIS SECTION OF THE ICA?**

22 A. Yes. The parties are close to agreement on terms for this section of the ICA. If
23 the parties do not reach agreement, Qwest will provide further testimony in
24 rebuttal.

25

1 **IX.**

INTRODUCTION TO SECTION 12 ISSUES

2

3 **Q. WAS QWEST'S STANDARD NEGOTIATIONS TEMPLATE USED FOR**
4 **THE NEGOTIATION OF SECTION 12 OF THIS INTERCONNECTION**
5 **AGREEMENT?**

6 A. No. Eschelon proposed a new version of Section 12 and negotiations were based
7 on that. For illustrative purposes, I have attached Qwest's Template language for
8 Section 12 as Exhibit Qwest/3. Also for illustrative purposes, I have attached a
9 draft of Eschelon's rewrite as Exhibit Qwest/4.

10

1 X. ISSUE 12-64: ACKNOWLEDGEMENT OF
2 MISTAKES
3

4 Q. WHAT IS QWEST'S PROPOSED LANGUAGE?

5 A. Qwest has not proposed language regarding Acknowledgement of Mistakes.
6 Qwest believes Eschelon's proposal reflects an overreaction to a single isolated
7 incident that occurred several years ago in another state. Qwest's PCAT clearly
8 allows CLECs to obtain root cause analysis of unusual Qwest errors. And
9 Qwest's service managers are willing to work with CLECs where CLEC
10 customers have been impacted.³⁴ Qwest does not believe that Eschelon's
11 language is appropriate or necessary in this Interconnection Agreement.
12

13 Q. WHAT IS ESCHELON'S PROPOSED LANGUAGE FOR OREGON?

14 A. Eschelon proposes the following:
15

16 **12.1.4 Root Cause Analysis and Acknowledgement of Mistakes**

17 **12.1.4.1 CLEC may make a written request to its Qwest**
18 **Service Manager for root cause analysis and/or**
19 **acknowledgement of a mistake relating to products and**
20 **services provided under this Agreement. The written request**
21 **should include the following information, when applicable and**
22 **available: Purchase Order Number (PON), Service Order**
23 **Number, billing telephone number, a description of the End**
24 **of Service**

³⁴ For example, the Account Manager PCAT states, among other things, that the account manager is responsible for:

Handling maintenance and repair post mortems (root cause analysis) when you submit a specific request for a post mortem on an unusual repair event, e.g., event over eight hours. Your Qwest Service Manager will review the logged notes regarding the event and discuss the circumstances surrounding the event with the Qwest Repair Center to determine the cause, the process used to repair/restore service, and the process(es) implemented to prevent a reoccurrence of the event. Working with Qwest's Repair Center/Network Reliability Operations Center, as appropriate, your Qwest Service Manager will conduct the Root Cause Analysis (RCA) and provide you the complete analysis in writing. Investigation and preparation of a typical postmortem takes from 2-10 business days depending on the complexity of the event.

The Account Manager PCAT is available at
<http://www.qwest.com/wholesale/clecs/accountmanagers.html> and is attached as Exhibit Qwest/6.

1 **User Customer impact and the ticket number associated with**
2 **the repair of the impacting condition. It is expected that**
3 **CLEC has followed usual procedures to correct a service**
4 **impacting condition before beginning the process of requesting**
5 **Qwest acknowledgement of error.**
6

7 **12.1.4.2 When the Qwest Service Manager receives a request for root**
8 **cause analysis and/or acknowledgement from CLEC, an investigation**
9 **process will begin. When this investigation results in agreement that**
10 **Qwest erred, the Qwest Service Manager will provide written**
11 **correspondence to CLEC.**
12

13 **12.1.4.2.1 The letter will include a recap of sufficient pertinent**
14 **information to identify the issue (e.g., PON, Service Order Number,**
15 **order Due Date and billing telephone number, as provided in the**
16 **CLEC request) and the following statement, “Qwest acknowledges its**
17 **mistake. The error was not made by the other service provider.”**
18

19 **12.1.4.2.3 Written responses acknowledging Qwest error will be**
20 **provided with Qwest identification, such as Qwest letterhead, logo, or**
21 **other indicia.**
22

23 **12.1.4.2.4 The Qwest Service Manager will provide the**
24 **acknowledgement to CLEC.**
25

26 **12.1.4.2.5 The acknowledgment response described in Section**
27 **12.1.4.2.3 and provided by the Qwest Service Manager to CLEC will**
28 **be provided on a non-confidential basis and will not include a**
29 **confidentiality statement.**
30

31 **Q. DOES QWEST BELIEVE THAT THERE SHOULD BE ANY LANGUAGE**
32 **IN THE CONTRACT REGARDING THE ACKNOWLEDGEMENT OF**
33 **MISTAKES?**

34 **A. No. Qwest does not believe that such language is necessary. In Minnesota only,**
35 **in light of the decision by the Minnesota Commission in Docket No. P-421/C-03-**
36 **616, Qwest determined that it would be appropriate to include language in**
37 **Eschelon’s Minnesota Interconnection Agreement consistent with the results of**

1 that docket. No other CLEC has made a demand of Qwest for such contract
2 language, and Qwest has received no feedback that mistakes are a significant or
3 ongoing problem. In addition, as I will discuss below, Qwest is measured on its
4 performance by the PIDs, and has the financial incentive of penalties for poor
5 performance to ensure that mistakes are not made.

6

7 **Q. HAS ESCHELON EVER ASKED QWEST FOR A FORMAL LETTER**
8 **ACKNOWLEDGING A MISTAKE IN MINNESOTA SINCE THE**
9 **RESOLUTION OF THE COMPLAINT THERE?**

10 A. No.

11

12 **Q. DOES QWEST ALREADY HAVE INCENTIVES TO ENSURE THAT**
13 **THERE ARE NO SYSTEMIC PROBLEMS WITH ITS SERVICE TO**
14 **CLECs?**

15 A. Yes. Each month, Eschelon receives monthly reports of Qwest's performance via
16 the Performance Indicator Definitions (PIDs). The PIDs were defined, agreed to,
17 and approved in the Section 271 process. The PIDs have set levels of
18 performance and the monthly reports show whether or not Qwest's performance
19 has met those levels. If Qwest's performance satisfies these PIDs, the FCC has
20 concluded that Qwest's performance provides Eschelon with a meaningful
21 opportunity to compete.³⁵ The reports also show performance trends over time.
22 These reports allow Qwest, the CLECs and this Commission to determine
23 whether system problems exist in Qwest's performance. Qwest has every
24 incentive to correct systemic problems, as the performance assurance plans, which
25 are tied to the PIDs, provide for automatic penalties if Qwest does not meet
26 required performance levels. The PIDs, along with the associated performance
27 assurance plans, already provide the protection Eschelon wants on an industry-

³⁵ See for example *In re Application by Bell Atlantic New York for Authorization Under Section 271 of the Communications Act to Provide In-Region, InterLATA Service in the State of New York*, 15 FCC Rcd 3953, ¶ 8 (Rel. Dec 22, 1999). See also *9-State Order*, at ¶ 1 and at Appendix K, ¶¶ 7-10.

1 wide level. A separate contract obligation requiring root cause analysis for
2 Eschelon is therefore not necessary.

3

4 **Q. HOW SHOULD THIS COMMISSION DECIDE ISSUE 12-64 AND ITS**
5 **SUB-ISSUES FOR THE INTERCONNECTION AGREEMENT?**

6 A. This Commission should rule that Eschelon's proposed language is unnecessary
7 and goes well beyond the scope of the Minnesota Commission's decision, and
8 that the concerns expressed by Eschelon are already covered by the PIDs and
9 Performance Assurance Plan. This Commission should approve Qwest's position
10 regarding language for this section of the Interconnection Agreement.

11

12 **Q. IF THIS COMMISSION ADOPTS LANGUAGE IN THE PARTIES' ICA**
13 **REGARDING ACKNOWLEDGMENT OF MISTAKES, SHOULD SUCH**
14 **LANGUAGE BE RECIPROCAL?**

15 A. Yes. Eschelon's obligation to Qwest and Qwest's customers should be equivalent
16 to Qwest's obligation to Eschelon and Eschelon's customers in this regard. Some
17 end user customers subscribe to services from both Eschelon and Qwest. If the
18 Commission approves Eschelon's language, it should add reciprocal language and
19 Eschelon should likewise be required to conduct root cause analyses and send
20 letters to an end user customer upon Qwest's request.

21

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6

XI. ISSUES 12-65 AND 12-66 (CLOSED)

Q. ARE ISSUES 12-65 AND 12-66 STILL IN DISPUTE?

A. No. These issues are closed. Qwest understands that the parties have come to agreement on the contract terms covered by Issues 12-65 and 12-66.

1 **XII.**

ISSUE 12-67: EXPEDITES

2
3 **Q. WHAT IS AN EXPEDITE?**

4 A. Qwest provisions services – whether designed services like unbundled loops, or
5 non-design services like resold POTS – according to standard intervals. These
6 intervals were defined in the Section 271 process, and later in the CMP to ensure
7 parity with Qwest’s retail intervals when there is a comparable retail product.
8 There are times, however, when a CLEC such as Eschelon wants to “expedite” an
9 order and obtain a circuit more quickly. In the CMP, these are defined as requests
10 for “expedites.”

11
12 **Q. HOW DID QWEST DEVELOP ITS CURRENT EXPEDITE PROCESS?**

13 A. In February 2004, Covad submitted a change request to the CMP requesting an
14 expedite process for design services, like unbundled loops.³⁶ In the past, when a
15 CLEC wanted to expedite an order, they had to establish the expedite request was
16 justified based upon a set of defined rationale; for example, by showing the order
17 presented a “medical emergency.” Qwest would then analyze the request, either
18 agree or disagree with the explanation that the request fell within one of the
19 accepted categories for expediting an order, and treat the order accordingly. This
20 resulted in debate and discussion about whether the standard was satisfied.
21 CLECs wanted more certainty than this process provided, hence Covad’s change
22 request. Via the CMP, Qwest established a procedure through which Qwest
23 would provide expedites to CLECs via one of two options detailed in Qwest’s
24 PCAT.³⁷ Which option applies depends on the product being ordered.

25
26 The first option is referred to as “Pre-Approved Expedites”. Per the PCAT, this
27 option requires language in CLEC Interconnection Agreements supporting

³⁶ See Exhibit Qwest/8, Change Request PC021904.

³⁷ See Exhibit Qwest/9, Expedites and Escalations Overview PCAT.

1 expedited requests with a “per day” expedite rate. The language Qwest proposes
2 for Eschelon’s Interconnection Agreement in Sections 7 and 9 is the language
3 contemplated by the Expedite PCAT. “Pre-Approved Expedites” allow expedites
4 for designed services.

5
6 The second option applies to products not covered in “Pre-Approved Expedites.”
7 In other words, the second option applies to non-designed services. This is
8 referred to in the PCAT as “Expedites Requiring Approval”. Expedite charges do
9 not apply to these products.

10
11 The process defined and created in the CMP differentiates between design
12 services and non-design services. Eschelon wants to circumvent the CMP, and
13 apply the process meant for non-designed services to all services. Qwest makes
14 the differentiation on the retail side of its business, and provides expedites to its
15 retail POTS customers and its design services customers using two different
16 processes. Eschelon is attempting to obtain language in its interconnection
17 agreement that eliminates this distinction.

18

19 **Q. WHAT IS A NON-DESIGNED SERVICE?**

20 A. A non-designed service, also known as POTS (“Plain Old Telephone Service”) is
21 very basic telephone service. Inventory for a non-designed service is provisioned
22 out of Qwest’s Loop Facility Assignment and Control System (“LFACS”)
23 database. A non-designed service is identified by a 13-digit code that is a
24 combination of a 3-digit customer code and a 10-digit telephone number. Resale
25 POTS is an example of a non-designed service.

26

27 **Q. WHAT IS A DESIGNED SERVICE?**

28 A. A designed service is a more complex service. Inventory for a designed service is
29 provisioned out of both LFACS and the Trunk Inventory Record Keeping System
30 (“TIRKS”). A designed service is identified by a circuit ID. Provisioning

1 intervals for designed services are generally longer than for non-designed
2 services, as provisioning of designed services is more complex. An unbundled
3 loop is an example of a designed service.
4

5 **Q. ARE THE PROVISIONING DIFFERENCES BETWEEN DESIGNED AND**
6 **NON-DESIGNED SERVICES THE PRIMARY REASON SEPARATE**
7 **EXPEDITE PROCESSES WERE CREATED?**

8 A. Yes. Because of the greater complexity of designed services, their provisioning
9 intervals are generally longer, and there are usually more steps involved. As a
10 result, a request to expedite the provisioning of a designed service will be more
11 complex than an expedite of the provisioning of a non-designed service.
12

13 **Q. WHAT IS QWEST'S PROPOSED LANGUAGE REGARDING**
14 **EXPEDITES?**

15 A. Qwest's proposed language for issues 12-67, 12-67(a), 12-67(c), 12-67(d), 12-
16 67(e) and 12-67(f) is as follows:
17

18 7.3.5.2 Expedite requests for LIS trunk orders are allowed. Expedites are
19 requests for intervals that are shorter than the interval defined in Qwest's
20 Service Interval Guide (SIG) or Individual Case Basis (ICB) Due Dates.
21 Expedite charges as identified in Exhibit A apply per order for every day
22 that the Due Date interval is shortened, based on the standard interval in
23 the SIG or based on ICB criteria for Due Dates.
24

25 7.3.5.2.1 CLEC will request an expedite for LIS trunks, including
26 an expedited Due Date, on the Access Service Request (ASR).
27

28 7.3.5.2.2 The request for expedite will be allowed only when the
29 request meets the criteria outlined in the Pre-Approved Expedite
30 Process in Qwest's Product Catalog for expedite charges at
31 Qwest's wholesale web site.
32
33

1 9.1.12.1 Expedite requests for designed Unbundled Network Elements are
2 allowed. Expedites are requests for intervals that are shorter than the
3 interval defined in Qwest's Service Interval Guide (SIG), Exhibit C or
4 Individual Case Basis (ICB) Due Dates as applicable.
5

6 9.1.12.1.1 CLEC will request an expedite for designed Unbundled
7 Network Elements, including an expedited Due Date, on the Local
8 Service Request (LSR) or the Access Service Request (ASR), as
9 appropriate.
10

11 9.1.12.1.2 The request for an expedite will be allowed only when
12 the request meets the criteria outlined in the Pre-Approved
13 Expedite Process in Qwest's Product Catalog for expedites at
14 Qwest's wholesale web site.
15

16 **Q. WHAT ARE ESCHELON'S PROPOSED CHANGES TO QWEST'S**
17 **LANGUAGE?**

18 A. Eschelon proposes the following:
19

20 7.3.5.2 Expedite requests for ~~LIS-Interconnection~~ trunk orders are
21 allowed. ~~Expedites are requests for intervals that are shorter than the~~
22 ~~interval defined in Qwest's Service Interval Guide (SIG) or Individual~~
23 ~~Case Basis (ICB) Due Dates. Expedite charges as identified in Exhibit~~
24 ~~A apply per order for every day that the Due Date interval is~~
25 ~~shortened, based on the standard interval in the SIG or based on ICB~~
26 ~~criteria for Due Dates.~~
27

28 7.3.5.2.1 CLEC will request an expedite for ~~LIS-Interconnection~~
29 ~~trunks, including an expedited Due Date,~~ on an ~~the~~-Access
30 Service Request (ASR).
31

32 7.3.5.2.2 The request for expedite will be allowed only when the
33 request meets the criteria outlined in Section 12.2.1.2.2 ~~the Pre-~~
34 ~~Approved Expedite Process in Qwest's Product Catalog for~~
35 ~~expedite charges at Qwest's wholesale web site.~~
36

37
38 9.1.12.1 ~~Expedite requests for designed Unbundled Network~~
39 ~~Elements are allowed. Expedites are requests for intervals that are~~
40 ~~shorter than the interval defined in Qwest's Service Interval Guide~~

1 ~~(SIG), Exhibit C or Individual Case Basis (ICB) Due Dates as~~
2 ~~applicable. For expedites, see Section 12.2.1.2.~~

3
4 ~~9.1.12.1.1 CLEC will request an expedite for designed~~
5 ~~Unbundled Network Elements, including an expedited Due~~
6 ~~Date, on the Local Service Request (LSR) or the Access Service~~
7 ~~Request (ASR), as appropriate.~~

8
9 ~~9.1.12.1.2 The request for an expedite will be allowed only~~
10 ~~when the request meets the criteria outlined in the Pre-~~
11 ~~Approved Expedite Process in Qwest's Product Catalog for~~
12 ~~expedites at Qwest's wholesale web site.~~

13
14
15 12.2.1.2 Expedites. CLEC may request a Due Date earlier than the
16 applicable Due Date interval for that product or service. Requests for
17 expedites can be made either prior to, or after, submitting CLEC's
18 service request.

19
20 12.2.1.2.1 Notwithstanding any other provision of this
21 Agreement, for all products and services under this Agreement
22 (except for Collocation pursuant to Section 8), Qwest will grant
23 and process CLEC's expedite request, and expedite charges
24 are not applicable, if one or more of the following conditions
25 are met:

- 26 a) Fire;
27 b) Flood;
28 c) Medical emergency;
29 d) National emergency;
30 e) Conditions when the End User Customer is
31 completely out of service (primary line);
32 f) Disconnect in error when one of the other
33 conditions on this list is present or is caused by the
34 disconnect in error;
35 g) Requested service necessary for CLEC End User
36 Customer's grand opening event delayed for facilities or
37 equipment reasons with a future Ready For Service
38 (RFS) date;
39 h) Delayed orders with a future RFS date that meet
40 any of the above described conditions;
41 i) National Security;
42 j) Business Classes of Service unable to dial 911
43 due to previous order activity; or
44 k) Business Classes of Service where hunting, call
45 forwarding or voice mail features are not working

1 correctly due to previous order activity where the End
2 User Customer's business is being critically affected.

3
4 12.2.1.2.2 If none of the conditions described in Section
5 12.2.1.2.1 are met, Qwest will grant and process CLEC's
6 expedite request, but the expedite charges in Exhibit A will
7 apply, unless the need for the expedite is caused by Qwest.
8

9 12.2.1.2.3 Nothing in this Section 12.2.1.2 alters whether a
10 non-recurring installation charge in Exhibit A applies to the
11 CLEC order pursuant to the terms of the applicable section of
12 this Agreement. The expedite charge, if applicable, is separate
13 from the installation charge.
14

15 Eschelon also offers the following alternative for Section 12:

16 12.2.1.2.1 Notwithstanding any other provision of this
17 Agreement, for all products and services under this Agreement
18 (except for Collocation pursuant to Section 8), Qwest will grant
19 and process CLEC's expedite request, and expedite charges
20 are not applicable, if Qwest does not apply expedite charges to
21 its retail Customers, such as when certain conditions (e.g., fire
22 or flood) are met and the applicable condition is met with
23 respect to CLEC's request for an expedited order.
24

25 **Q. HAS ESCHELON MADE ANY OTHER PROPOSALS REGARDING**
26 **EXPEDITES?**

27 **A. Yes. Eschelon has a second proposal for section 7.3.5.2 which reads:**
28

29 ~~7.3.5.2 Expedite requests for LIS trunk orders are allowed.~~
30 ~~Expedites are requests for intervals that are shorter than the interval~~
31 ~~defined in Qwest's Service Interval Guide (SIG) or Individual Case~~
32 ~~Basis (ICB) Due Dates. Expedite charges as identified in Exhibit A~~
33 ~~apply per order for every day that the Due Date interval is shortened,~~
34 ~~based on the standard interval in the SIG or based on ICB criteria for~~
35 ~~Due Dates. For expedites, see Section 12.2.1.2.~~
36
37
38

1 **Q. WHY DOES QWEST OBJECT TO ESCHELON’S PROPOSED CHANGES**
2 **TO THE LANGUAGE REGARDING EXPEDITES?**

3 A. Qwest has the following objections. First, we believe that the expedite process
4 should be handled in the PCAT rather than the interconnection agreement.
5 Beyond that concern, Eschelon’s proposal poses additional problems. Eschelon’s
6 language does not distinguish between non-designed expedites (which are free)
7 and designed service expedites (which are fee-based). In addition, Eschelon’s
8 language broadens the circumstances in which expedites are available beyond
9 what Qwest provides to its wholesale and retail customers today. Eschelon’s
10 language imposes an obligation on Qwest to provide expedites whether or not
11 resources are available. The result of Eschelon’s language is that it gives
12 Eschelon access to expedited orders beyond what anyone else, CLECs or other
13 Qwest customers, has access to.

14
15 Eschelon’s language is excerpted almost word-for-word from the section of the
16 Expedite PCAT titled “Expedites Requiring Approval”. Eschelon moves this
17 language into Section 12, which is supposed to contain language about Access to
18 OSS, and removes Qwest’s references to expedites for designed services in
19 Sections 7 and 9. The end result is that Eschelon creates one procedure for
20 expedites that makes no distinction between designed and non-designed services.
21 This is contrary to the way Qwest offers expedites today, and contrary to the
22 process for expedites that was developed in the CMP. If the Commission accepts
23 Eschelon’s language, Qwest would have to offer Eschelon expedites under
24 different terms than it offers expedites to all other CLECs.

25
26
27
28

1 **Q. WHAT IS DIFFERENT ABOUT ESCHELON’S PROPOSED LANGUAGE**
2 **COMPARED TO THE PCAT “EXPEDITES REQUIRING APPROVAL”**
3 **SECTION?**

4 A. By adding subsection (f), Eschelon seeks what no other CLEC or retail end user
5 customer receives today: an expedite at Qwest’s expense when it is the customer -
6 - in this case, Eschelon -- who causes a disconnect in error that results in an
7 emergency. If Eschelon makes a mistake and disconnects its customer in error, it
8 is not Qwest who should have to pay to expedite a new order for that customer.

9

10 The Commission should reject Eschelon’s request to override the CMP-approved
11 expedite process, and create an Eschelon-specific process. More fundamentally,
12 the Commission should reject Eschelon’s request to insert process – something
13 properly handled in the CMP – into the Eschelon ICA, and thereby prohibit the
14 Commission approved CMP from ever effectively modifying the process.

15

16 **Q. WHAT ARE QWEST’S OBJECTIONS TO ESCHELON’S**
17 **ALTERNATIVE PROPOSAL FOR SECTION 12?**

18 A. First, Eschelon’s alternative proposal still makes no distinction between designed
19 and non-designed service expedites, therefore it is not consistent with Qwest’s
20 current process. Second, Eschelon’s language requires Qwest to expedite an
21 order with no qualification for the availability of resources. The language in
22 Qwest’s negotiations template reflects Qwest’s current practice:

23

24 i) Expedite – a Due Date that reflects a shorter service interval than is
25 available in Qwest’s Service Interval Guide; or that is a request for an
26 earlier Due Date than has been established on a pending order; or that is
27 required to meet a Due Date on a pending order due to design or other
28 changes submitted by CLEC. **Qwest will accommodate CLEC’s request**
29 **for an expedited installation if it can do so without delaying Due Dates**
30 **or orders of other CLECs or End User Customers.** Charges for
31 expedited installations are in addition to nonrecurring charges for the
32 service ordered. Prices for this miscellaneous service are market-based,

1 using Qwest's Tariffed, cataloged, price listed, or other similarly
2 documented prices, and are subject to change.³⁸
3

4 Qwest does not guarantee that expedites will be possible, but offers them only if
5 resources are available so that other customer orders are not adversely impacted.
6 Eschelon's proposal in section 12 does not address this resource limitation.
7

8 **Q. YOU MENTIONED THAT THE EXPEDITE PROCESS WENT**
9 **THROUGH THE CMP. DID ESCHELON PARTICIPATE IN THE**
10 **PROCESS?**

11 A. Yes. A review of the minutes of meetings contained in Exhibit Qwest/8 shows
12 that one of Eschelon's witnesses, Bonnie Johnson, was a direct participant in the
13 CMP process that created the current expedite process.
14

15 **Q. DID ESCHELON SEEK TO POSTPONE IMPLEMENTATION OF THE**
16 **NEW PROCESS?**

17 A. No.
18

19 **Q. DID ESCHELON TAKE THE PROPOSED CHANGE TO THE**
20 **EXPEDITES PROCESS TO THE CMP OVERSIGHT COMMITTEE?**

21 A. No.
22

23 **Q. DID ESCHELON FILE FOR DISPUTE RESOLUTION CONCERNING**
24 **THE NEW EXPEDITES PROCESS?**

25 A. No.
26

³⁸ Qwest Negotiations Template, Section 9.1.12(i). (Emphasis Added). The negotiations template is available at <http://www.qwest.com/wholesale/clecs/sgatswireline.html>

1 **Q. HOW DOES ESCHELON PROPOSE TO CHANGE QWEST'S EXHIBIT A**
2 **WITH REGARD TO EXPEDITES?**

3 A. Eschelon proposes a new flat rate of \$100 to be placed in section 9.20.14 of
4 Exhibit A.

5
6 **Q. WHY DOES QWEST OBJECT TO ESCHELON'S PROPOSED CHANGE?**

7 A. Via the approved expedite process discussed above, Qwest provides expedites to
8 CLECs for any order upon request (so long as resources are available) for a fee of
9 \$200 per day.³⁹ Qwest charges its retail customers this same \$200 fee to expedite
10 orders. Eschelon does not want to pay Qwest \$200 per day. Eschelon argues that
11 Qwest's rate is not appropriate because it is not a cost-based rate.⁴⁰ However, the
12 expedite charge should not be cost-based; expedites are not UNEs. In fact,
13 expedites are premium services. Qwest's obligation with regard to expedites is to
14 offer expedites under the same terms and conditions to CLECs that Qwest offers
15 to its own customers. As I discussed above, Qwest does offer the same terms to
16 CLECs that it offers to retail customers. Qwest charges retail customers the same
17 \$200 per day for expedites that it charges to CLECs that have signed an expedite
18 amendment. This is the same rate that Qwest proposes to charge Eschelon.
19 Indeed, for high-capacity loops, Eschelon can actually get an expedited order
20 completed for less cost because high-capacity loops have shorter standard
21 provisioning intervals than the comparable retail services. As stated in Issues 12-
22 67(b) and 12-67(g), Qwest proposes to charge the tariff rate of \$200 per day.
23 Qwest's Exhibit A currently references Qwest's tariffs for expedited orders.
24

³⁹ See for example the current Oregon Exhibit A, available at <http://www.qwest.com/wholesale/clecs/sgatswireline.html>, and is attached as Exhibit Qwest/7. The expedite charge for LIS is listed in section 7.8.1 as ICB (Individual Case Basis), which Qwest charges at \$200 per day. The expedite charge for unbundled loops is listed in section 9.20.14 at \$200 per day and references FCC Tariff No. 1.

⁴⁰ Eschelon has not provided a cost study to support its rate either.

1 **Q. WHICH LANGUAGE SHOULD THIS COMMISSION CHOOSE FOR**
2 **THE INTERCONNECTION AGREEMENT REGARDING EXPEDITES**
3 **AND EXPEDITE CHARGES?**

4 A. Qwest's language is more reasonable, supports parity in services, and is based on
5 the appropriate terms for expediting orders. This Commission should approve
6 Qwest's language for the expedite sections of the Interconnection Agreement.

7

1

XIII.

ISSUES 12-68 AND 12-69 (CLOSED)

2

3

Q. PLEASE COMMENT ON THE CURRENT STATUS OF THESE ISSUES.

4

A. Qwest and Eschelon have reached agreement and closed Issues 12-68 and 12-69.

5

1

XIV.

ISSUES 12-70 AND 12-74 (CLOSED)

2

3

Q. PLEASE COMMENT ON THE CURRENT STATUS OF THESE ISSUES.

4

A. Qwest and Eschelon have reached agreement and closed Issues 12-70 and 12-74.

5

1 **XV. ISSUES 12-71, 12-72 AND 12-73: JEOPARDY**
2 **NOTICES**

3
4 **Q. WHAT IS QWEST’S LANGUAGE FOR ISSUES 12-71, 12-72 AND 12-73**
5 **REGARDING JEOPARDY NOTICES?**

6 A. Qwest’s language is as follows:

7
8 12.2.7.2.4.4 Specific procedures are contained in Qwest’s documentation,
9 available on Qwest’s wholesale web site.
10

11 **Q. WHAT ARE ESCHELON’S PROPOSED CHANGES TO QWEST’S**
12 **LANGUAGE?**

13 A. Eschelon proposes the following:

14
15 ~~12.2.7.2.4.4 Specific procedures are contained in Qwest’s~~
16 ~~documentation, available on Qwest’s wholesale web site. A jeopardy~~
17 ~~caused by Qwest will be classified as a Qwest jeopardy, and a~~
18 ~~jeopardy caused by CLEC will be classified as Customer Not Ready~~
19 ~~(CNR).~~
20

21 12.2.7.2.4.4.1 There are several types of jeopardies. Two of
22 these types are: (1) CLEC or CLEC End User Customer is not
23 ready or service order is not accepted by the CLEC (when
24 Qwest has tested the service to meet all testing requirements.);
25 and (2) End User Customer access was not provided. For these
26 two types of jeopardies, Qwest will not characterize a jeopardy
27 as CNR or send a CNR jeopardy to CLEC if a Qwest jeopardy
28 exists, Qwest attempts to deliver the service, and Qwest has not
29 sent an FOC notice to CLEC after the Qwest jeopardy occurs
30 but at least a day before Qwest attempts to deliver the service.
31 CLEC will nonetheless use its best efforts to accept the service.
32 If needed, the Parties will attempt to set a new appointment
33 time on the same day and, if unable to do so, Qwest will issue a
34 Qwest Jeopardy notice and a FOC with a new Due Date.
35

36 12.2.7.2.4.4.2 If CLEC establishes to Qwest that a jeopardy
37 was not caused by CLEC, Qwest will correct the erroneous
38 CNR classification and treat the jeopardy as a Qwest jeopardy.

1

2 **Q. DOES ESCHELON'S PROPOSED LANGUAGE REFLECT QWEST'S**
3 **CURRENT PRACTICE REGARDING JEOPARDY NOTICES?**

4 A. No. Eschelon's proposal contains the requirement that Qwest deliver an FOC on
5 a jeopardy order at least a day before the new due date. That is not Qwest's
6 current practice and is meaningless in situations where a facility problem is
7 cleared on the same day an order is due. In order for Eschelon to include terms in
8 its contract requiring changes to Qwest processes, Eschelon should be required to
9 demonstrate a compelling need for such a change. Such need does not exist in
10 this instance. Furthermore, any such changes should be made via the CMP.

11

12 **Q. WHAT IS QWEST'S GENERAL OBJECTION TO ESCHELON'S**
13 **PROPOSED LANGUAGE REGARDING JEOPARDY NOTICES?**

14 A. Eschelon's proposed language not only changes Qwest's current practice and
15 procedure, but it also incorporates process detail that is included in Qwest's
16 PCAT.⁴¹ By incorporating the current PCAT process for Jeopardy Notices into its
17 contract, Eschelon effectively precludes Qwest from responding to (1) changes to
18 industry standards for jeopardy notices, and (2) change requests submitted by
19 other CLECs through the CMP. This subverts the CMP, which is intended to give
20 all parties equal participation when it comes to changing Qwest processes.

21

22 **Q. HAVE CHANGE REQUESTS BEEN SUBMITTED TO THE CMP TO**
23 **CHANGE JEOPARDY NOTICES?**

⁴¹ See Exhibit Qwest/10, Jeopardy Section of Ordering PCAT and Exhibit Qwest/11, Jeopardy Codes.

1 A. Yes. A review of the CMP change request archives shows that change requests
2 have been submitted by Eschelon, McLeodUSA, MCI, Qwest and Sprint.⁴² This
3 demonstrates that other participants in the CMP have shown an interest in
4 proposing changes to jeopardy notices in the CMP, and may desire to propose
5 changes in the future. If Eschelon obtains the contract language it desires for
6 jeopardy notices, no other CMP participant will be able to have a change to
7 jeopardy notices implemented through the CMP until Qwest first obtains an
8 amendment to its ICA with Eschelon.

9

10 **Q. WHICH LANGUAGE SHOULD THIS COMMISSION CHOOSE FOR**
11 **JEOPARDY NOTICIES IN THE INTERCONNECTION AGREEMENT?**

12 A. Qwest's language is more reasonable and is based on the appropriate CMP
13 management of the processes and procedures relating to orders in jeopardy status.
14 This Commission should approve Qwest's language for this section of the
15 Interconnection Agreement.

16

⁴² The Product and Process Change Request Archive and the Systems Change Request Archive are available via links on the Qwest Wholesale website at <http://www.qwest.com/wholesale/cmp/changerequest.html>.

1

XVI.

ISSUE 12-75 (CLOSED)

2

3

Q. IS ISSUE 12-75 STILL IN DISPUTE?

4

A. No. This issue is closed. It is Qwest understands that the parties have come to agreement on the contract terms covered by Issue 12-75.

5

6

1

XVII.

ISSUE 12-76 (CLOSED)

2

3

Q. PLEASE COMMENT ON THE CURRENT STATUS OF THIS ISSUE.

4

A. Qwest and Eschelon have reached agreement and closed Issue 12-76.

1
2
3
4
5
6

XVIII.

ISSUE 12-77 (CLOSED)

Q. IS ISSUE 12-77 STILL IN DISPUTE?

A. No. This issue is closed. Qwest understands that the parties have come to agreement on the contract terms covered by Issue 12-77.

XIX. ISSUES 12-78 AND 12-80 (CLOSED)

1
2

3 **Q. IS ISSUE 12-78 STILL IN DISPUTE?**

4 A. No. This issue is closed. Qwest understands that the parties have come to
5 agreement on the contract terms covered by Issue 12-78.

6

7 **Q. IS ISSUE 12-80 STILL IN DISPUTE?**

8 A. No. This issue is closed. Qwest understands that the parties have come to
9 agreement on the contract terms covered by Issue 12-80.

10

1

XX.

ISSUE 12-81 (CLOSED)

2

3

Q. IS ISSUE 12-81 STILL IN DISPUTE?

4

A. No. This issue is closed. Qwest understands that the parties have come to

5

agreement on the contract terms covered by Issue 12-81.

6

1

XXI.

ISSUE 12-83 (CLOSED)

2

3

Q. IS ISSUE 12-83 STILL IN DISPUTE?

4

A. No. This issue is closed. Qwest understands that the parties have come to

5

agreement on the contract terms covered by Issue 12-83.

6

1

XXII.

ISSUE 12-86 (CLOSED)

2

3

Q. IS ISSUE 12-86 STILL IN DISPUTE?

4

A. No. This issue is closed. Qwest understands that the parties have come to

5

agreement on the contract terms covered by Issue 12-86.

6

XXIII.

**ISSUE 12-87: CONTROLLED PRODUCTION OSS
TESTING**

2

3

4 **Q. WHAT ARE OPERATIONAL SUPPORT SYSTEMS (“OSS”)?**

5 A. Qwest uses a variety of computer systems to support the operations of its
6 telecommunications business. An OSS is a computer system or process that does
7 not directly provide telecommunications service to customers, but supports
8 employees performing “operational” duties, such as issuing service orders, testing
9 trunks and maintaining switching systems. These OSS are specialized; each
10 performs different functions. Certain OSS allow for the ordering of products and
11 services for customers, and others record and process trouble tickets. There are
12 many other OSS that provide a wide variety of other functions.

13

14 **Q. WHAT PURPOSES DO OSS SERVE IN CONNECTION WITH CLEC**
15 **ORDERS?**

16 A. CLECs need access to OSS to obtain products and services from Qwest and other
17 incumbent local exchange carriers (“ILECs”). Most important, OSS are used to
18 process orders that CLECs submit for resold products and unbundled network
19 elements. CLECs typically submit these orders in the form of electronic local
20 service requests (“LSRs”) that enter Qwest’s OSS, are converted into service
21 orders, and are processed through downstream systems. The downstream systems
22 use the information on the service orders to perform the provisioning functions.
23 Once the customer has service, information about that customer can be found on a
24 customer service record. That information is necessary for the billing and repair
25 functions provided by Qwest’s OSS.

26

27 **Q. WHAT IS MEANT BY OSS ELECTRONIC INTERFACES?**

28 A. Electronic interfaces facilitate the exchange of information between the OSS of a
29 CLEC and those of Qwest. An interface allows a CLEC to submit pre-order and

1 order transactions to Qwest electronically. The interface also permits the
2 electronic exchange of other information between CLECs and Qwest, including
3 information about products and services, installation timelines, the characteristics
4 of facilities, and the completion of orders.

5
6 There are two primary methods for electronically exchanging these types of
7 information - batch transfers and real-time transactions. An electronic interface
8 that uses a batch transfer method processes large amounts of information and
9 transmits the information from one computer system to another. This type of data
10 processing accumulates large amounts of information, groups related transactions
11 together, and transmits them on a scheduled basis, generally once a day. Batch
12 transfers enable a large amount of information to be transmitted efficiently
13 between computers. For example, although switches record call detail messages
14 as they are made, Qwest's Customer Record Information System ("CRIS")
15 Billing System processes the call details on a scheduled daily basis.

16
17 An electronic interface that uses a real-time method, on the other hand, processes
18 data and/or transactions in an interactive mode, similar to a conversation. A
19 transaction or query is sent from one computer system to another and a response
20 is sent back without waiting for a scheduled transfer time. For example, if a
21 CLEC's computer system submits a request for information about the availability
22 and characteristics of an unbundled loop, Qwest's OSS will receive the request
23 through the interface, conduct a query of its databases, and transmit the
24 responsive information back to the CLEC's computer system. Unlike batch
25 transmissions, real-time transactions are executed in direct response to a request.
26 These transactions are real-time in the sense that the time needed to handle a
27 specific request is the only time that elapses between receipt of a request and
28 sending a response. Qwest's computer system answers the CLEC's computer as
29 soon as it has the information the CLEC requested. Generally, a real-time
30 electronic interface is necessary whenever the information requested is needed to
31 influence the next step of an ongoing process.

1

2 **Q. WHAT IS IMA?**

3 A. “IMA” or “Interconnect Mediated Access” is a real-time electronic interface
4 offered by Qwest for the exchange of information relating to pre-ordering and
5 ordering of resale service and unbundled network elements. Qwest built and
6 offers a human-to-computer electronic interface, IMA-GUI (Interconnect
7 Mediated Access – Graphical User Interface), and a computer-to-computer
8 electronic interface, IMA-EDI (Electronic Data Interchange). Both interfaces are
9 used for electronic pre-ordering, ordering, and provisioning of resale and line-side
10 unbundled network elements (“UNEs”). These interfaces allow the CLEC to
11 submit pre-order and order transactions electronically and allow Qwest to send
12 confirming information back to the CLEC electronically.

13

14 **Q. WHAT IS UNIQUE ABOUT A COMPUTER-TO-COMPUTER**

15 **ELECTRONIC INTERFACE?**

16 A. A computer-to-computer electronic interface, also known as an application-to-
17 application interface, is a link that allows the computer systems of one company
18 to communicate with the computer systems of another company. In the case of
19 IMA-EDI, this interface allows CLECs to submit transactions, such as orders for
20 UNEs, directly from their computer systems into Qwest’s computer systems.

21

22 **Q. WHAT IS OSS CERTIFICATION TESTING?**

23 A. OSS certification testing is the process that Qwest uses to ensure that the
24 communications links between the CLEC and Qwest computers are properly
25 established, and that the electronic transactions submitted by CLECs into Qwest’s
26 systems are in the correct format and can be processed by Qwest’s downstream
27 systems without having a negative impact on Qwest’s systems. Testing is critical
28 to ensure that all of these systems will work together properly. Certification

1 testing is required if CLECs wish to establish this electronic link to Qwest. This
2 CLEC obligation is clearly spelled out in the CMP Document:

3

4 If a CLEC is using an application-to-application interface, the CLEC must
5 work with Qwest to certify the business scenarios that CLEC will be using
6 in order to ensure successful transaction processing in production. If
7 multiple CLECs are using a service bureau provider, the service bureau
8 provider need only be certified for the first participating CLEC;
9 subsequent CLECs using the service bureau provider need not be re-
10 certified. Qwest and CLEC shall mutually agree to the business scenarios
11 for which CLEC requires certification. Certification will be granted for
12 the specified Release of the application-to-application interface. If CLEC
13 is certifying multiple products or services, CLEC has the option of
14 certifying those products or services serially or in parallel if technically
15 feasible.⁴³
16

17 **Q. PLEASE EXPLAIN CONTROLLED PRODUCTION TESTING AND ITS**
18 **RELATIONSHIP TO OSS TESTING.**

19 A. Controlled Production Testing is the third step in the application-to-application
20 certification testing process. The CMP Document identifies this as one of five
21 parts of the certification testing process, and indicates that all five parts of the
22 process are required.⁴⁴

23

24 Controlled Production is permitted after the successful completion of the
25 Progression Testing Phase. The Controlled Production process is designed to
26 confirm environment configuration and validate the ability of the CLEC to
27 transmit EDI data that meets X12 standards. Controlled Production consists of
28 the submission of requests to the Qwest production environment for provisioning
29 as production orders. Qwest and the CLEC use Controlled Production results to
30 determine operational readiness for full Production turn-up.⁴⁵

⁴³ See Exhibit Qwest/2, CMP Document, Chapter 11, page 84.

⁴⁴ See Exhibit Qwest/2, CMP Document, Chapter 11, page 85.

⁴⁵ See EDI Implementation Guidelines – for Interconnect Mediated Access (IMA) - Version 19.2, page 40. The EDI Implementation Guidelines are available at <http://www.qwest.com/wholesale/ima/edi/index.html>.

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Controlled Production process is designed to validate CLEC ability to transmit transactions that meet industry standards and comply with Qwest business rules. Controlled Production consists of submitting requests to the Qwest production environment for provisioning as production orders with limited volumes. Qwest and CLEC use Controlled Production results to determine operational readiness for full production turn-up.⁴⁶

Q. DOES QWEST INCUR ANY COSTS FOR CONDUCTING CONTROLLED PRODUCTION TESTING?

A. Yes. Controlled production testing requires staff from Qwest to work with each CLEC to closely monitor transactions submitted by each CLEC. While each CLEC only has to have staff to submit and monitor its own transactions. Qwest must monitor transactions for all CLECs who must conduct controlled production testing for each release. While Qwest incurs significant costs to conduct controlled production testing, Qwest has determined that the risk of insufficient testing outweighs the cost of conducting the tests.

Q. WHAT IS QWEST’S CONTRACT LANGUAGE REGARDING CONTROLLED PRODUCTION OSS TESTING?

A. Qwest’s language is as follows:

12.6.9.4 Controlled Production – Qwest and CLEC will perform controlled production. The controlled production process is designed to validate the ability of CLEC to transmit EDI data that completely meets X12 (or mutually agreed upon substitute) standards definitions and complies with all Qwest business rules. Controlled production consists of the controlled submission of actual CLEC production requests to the Qwest production environment. Qwest treats these pre-order queries and orders as production pre-order and order transactions. Qwest and CLEC

⁴⁶ See Exhibit Qwest/2, CMP Document, Definitions, p. 126.

1 use controlled production results to determine operational readiness.
2 Controlled production requires the use of valid account and order data.
3 All certification orders are considered to be live orders and will be
4 provisioned.
5

6 **Q. WHAT ARE ESCHELON'S PROPOSED CHANGES TO QWEST'S**
7 **LANGUAGE?**

8 A. Eschelon proposes the following changes:

9

10 12.6.9.4 Controlled Production – Qwest and CLEC will perform
11 controlled production. The controlled production process is designed to
12 validate the ability of CLEC to transmit EDI data that completely meets
13 X12 (or mutually agreed upon substitute) standards definitions and
14 complies with all Qwest business rules. Controlled production consists of
15 the controlled submission of actual CLEC production requests to the
16 Qwest production environment. Qwest treats these pre-order queries and
17 orders as production pre-order and order transactions. Qwest and CLEC
18 use controlled production results to determine operational readiness.
19 Controlled production requires the use of valid account and order data.
20 All certification orders are considered to be live orders and will be
21 provisioned. **Controlled production is not required for recertification,**
22 **unless the Parties agree otherwise. Recertification does not include**
23 **new implementations such as new products and/or activity types.**
24

25

26 **Q. HAS ESCHELON MADE AN ALTERNATE PROPOSAL FOR THIS**
27 **SECTION?**

28 A. Yes. Eschelon proposes in the alternative:

29

30 12.6.9.4 Controlled Production – Qwest and CLEC will perform
31 controlled production, **for new implementations, such as new products,**
32 **and as otherwise mutually agreed by the Parties.** The controlled
33 production process is designed to validate the ability of CLEC to transmit
34 EDI data that completely meets X12 (or mutually agreed upon substitute)
35 standards definitions and complies with all Qwest business rules.
36 Controlled production consists of the controlled submission of actual
37 CLEC production requests to the Qwest production environment. Qwest
38 treats these pre-order queries and orders as production pre-order and order

1 transactions. Qwest and CLEC use controlled production results to
2 determine operational readiness. Controlled production requires the use of
3 valid account and order data. All certification orders are considered to be
4 live orders and will be provisioned.
5

6 **Q. IS THERE ANY PRACTICAL DIFFERENCE BETWEEN ESCHELON'S**
7 **TWO PROPOSALS?**

8 A. No. Both proposals have the same effect.
9

10 **Q. WHY DOES QWEST OBJECT TO ESCHELON'S PROPOSED**
11 **LANGUAGE REGARDING CONTROLLED PRODUCTION OSS**
12 **TESTING?**

13 A. Eschelon's language has two problems. First, it makes participation in the
14 controlled production phase of application-to-application phase of certification
15 testing negotiable. Second, it indicates circumstances under which controlled
16 production testing is not required.
17

18 **Q. WHY IS IT REASONABLE TO ALLOW QWEST TO**
19 **AVOID NEGOTIATING THE NEED FOR PARTICIPATION IN**
20 **CONTROLLED PRODUCTION TESTING?**

21 A. Qwest designs the interface systems. Qwest's systems serve wholesale customers
22 as well as Qwest network and retail operations. Any controlled production testing
23 imposes more costs on Qwest than any one CLEC. Given this situation, it is
24 reasonable that Qwest establish the requirements for CLECs to use these interface
25 systems and extremely unlikely that Qwest would impose such an obligation
26 without a reasonable good faith basis for requiring such testing.
27

28 **Q. DOES THE CMP DOCUMENT ESTABLISH THAT QWEST DECIDES**
29 **WHEN CERTIFICATION TESTING IS REQUIRED?**

1 A. Yes. The CMP document states:

2

3 New Releases of the application-to-application interface may require re-
4 certification of some or all business scenarios. A determination as to the
5 need for re-certification will be made by the Qwest coordinator in
6 conjunction with the Release Manager of each Release. Notification of
7 the need for re-certification will be provided to CLEC as the new Release
8 is implemented. The suite of re-certification test scenarios will be
9 provided to CLECs with the Final Technical Specifications. If CLEC is
10 certifying multiple products or services, CLEC has the option of certifying
11 those products or services serially or in parallel, if technically feasible.⁴⁷
12

13 Clearly, Qwest decides when and what testing is required for each new release of
14 the IMA Interface.

15

16 **Q. ADDRESSING THE SECOND ISSUE, IS ESCHELON'S LANGUAGE**
17 **ACCURATE WITH REGARD TO RECERTIFICATION?**

18 A. No, not always. It was accurate for prior releases of IMA. It is not accurate for
19 the current release, IMA 20.0.⁴⁸

⁴⁷ See Exhibit Qwest/2, CMP Document, Chapter 11, page 84.

⁴⁸ Qwest's XML Implementation Guidelines clearly state Qwest's policy regarding testing requirements for CLECs moving to new releases of IMA, including when Controlled Production Testing will be required:

Recertification is the process by which CLECs demonstrate the ability to correctly generate and accept transactions that were updated for the new release. For each release, Qwest will determine which transactions require the CLEC to perform recertification testing. For a given release, it is possible that only some of the transactions will require recertification by the CLEC. That decision by Qwest will be based upon the following factors:

- Mapping changes
- Changes to Qwest business rules enforced by the system

Transactions requiring recertification will be made known to the CLEC in the Recertification Memo, issued with the Disclosure Documents for the new release. As detailed in the minimum requirements below, a migration test will be required for each product.

At the time a CLEC migrates to a new release, any transaction(s) that the CLEC does not yet have in production using a current IMA version is considered to be a new implementation effort. These transactions must be implemented using all Phases of the implementation lifecycle as defined in this document. **In some releases, existing transactions are updated with significant additions that add business rules and/or large schema changes. If the CLEC intends to continue use of the product, they will be required to perform a new product implementation of this transaction. This will entail Progression Testing and Controlled Production submittal of scenarios that reflect the new functionality.** (IMA XML Implementation Guidelines Release 20.0, 2-05-07, p. 41.) (Emphasis added.)

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Q. IF ESCHELON'S LANGUAGE WERE ACCURATE, WHY WOULD QWEST OBJECT TO THE ADDITION OF THIS LANGUAGE IN THE CONTRACT?

A. While the language may be accurate for one release of IMA, it may not be accurate for the next. For every new release of IMA, Qwest determines what testing will be required for that release, including whether or not testing is required for recertification, and under what circumstances. If Eschelon's language is included in the contract, Qwest would have to negotiate with Eschelon regarding Eschelon's participation in Controlled Production testing, essentially giving Eschelon the right to opt-out. Controlled Production testing cannot be negotiable. If Qwest determines that Controlled Production testing is required, even for recertification, there should be no question that any CLEC that wishes to use the Application-to-Application interface must successfully complete Controlled Production testing. Controlled Production testing protects Qwest's systems against potential downtime, and potential negative impacts on other CLECs and on other Qwest customers. Eschelon cannot be permitted to refuse to participate in Controlled Production testing when Qwest has determined that this testing is necessary to protect all users of Qwest's systems.

Q. WHICH LANGUAGE SHOULD THIS COMMISSION CHOOSE FOR THE INTERCONNECTION AGREEMENT?

A. Qwest's language is more reasonable and is based on Qwest's need to ensure that those CLECs who wish to link their computer systems to Qwest's for application-to-application ordering do not have a negative impact on the systems they are connecting to, and thus on other CLECs and other Qwest customers. This Commission should approve Qwest's language for section 12.6.9.4 of the Interconnection Agreement.

XXIV. CONCLUSION

1
2

3 **Q. PLEASE SUMMARIZE YOUR TESTIMONY.**

4 A. My testimony shows that an underlying theme of the language that Eschelon has
5 proposed regarding service intervals and in Section 12 is an attempt to undermine
6 the CMP. The CMP was developed in cooperation with the CLEC community
7 and allows both Qwest and CLECs to respond to changes in the
8 telecommunications industry. Eschelon's proposals would have the effect of
9 giving Eschelon the ability to pre-empt changes, thus eliminating the
10 effectiveness of the CMP. Qwest asks this Commission to adopt Qwest's
11 language for these sections of the Interconnection Agreement.

12

13 **Q. DOES THIS CONCLUDE YOUR TESTIMONY?**

14 A. Yes, it does.

15

Qwest Wholesale Change Management Process Document –01-30-06

History Log

Line #	Version - Filename	Effective Date	Change			Update Activity
			Section #	Section Name	Subsection Name	
1	Master Redlined CLEC-Qwest CMP Re-design Framework - Revised 02-07-02 – CLEAN – Version 1.0	02-07-02	All			Accepted changes to Master Redlined CLEC-Qwest CMP Redesign Framework
2	Master Redlined CLEC-Qwest CMP Re-design Framework - Revised 02-20-02 – CLEAN – Version 2.0	02-20-02	2.1	Types of Change	Regulatory Change	Added changes to Regulatory Changes section as agreed to at Feb 19 Redesign Meeting.
3	MasterRedlineCLEAN030702	03-11-02	3.1	Change Request Initiation Process	CLEC-Qwest OSS Interface Change Request Initiation Process	Added language agreed to at March 7 Redesign Meeting.
4			9.0	Prioritization	N/A	Added language agreed to at March 7 Redesign Meeting.
5			9.3	Prioritization	SCRP	Added language agreed to at March 7 Redesign Meeting.
6			5.1.6	Change to Existing Interfaces	Final Interface Technical Specifications	Added language agreed to at March 7 Redesign Meeting.
7	MasterRedlineCLEAN032702	03-27-02	3.1	Change Request Initiation Process	CLEC-Qwest OSS Interface Change Request Initiation Process	Added Reasons for Denial Language
8			3.3	Change Request Initiation Process	CLEC-Qwest OSS Interface Change Request Initiation Process	Added Reasons for Denial Language
9	MasterRedlineCLEAN040802	04-08-02	1.0	Introduction and Scope		Added language agreed to at April 4 Redesign Meeting.
10			2.0	Managing The CMP		Added language agreed to at April 4 Redesign Meeting. Moved Section to 2.0 from 7.0
11			3.0	Meetings		Moved section to 3.0 from 8.0.
12			6.0	OSS Interface Release Calendar		Added language agreed to at April 4 Redesign Meeting.
13			10.0	Prioritization		Moved Appendices to end of document
14			10.2.4	Prioritization	Late Adder	Added language agreed to at April 4 Redesign Meeting.
15	MasterRedlineCLEAN041602b	04-16-02	5.4	Change Request Initiation Process	Qwest Originated Product/Process	Added language agreed to at April 16 Redesign Meeting.

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Note: Throughout this document, the terms “include(s)” and “including” mean “including, but not limited to.”

Qwest Wholesale Change Management Process Document –01-30-06

Line #	Version - Filename	Effective Date	Change			
			Section #	Section Name	Subsection Name	Update Activity
					Changes	
16	MasterRedlineCLEAN050202	05-02-02	5.1	Change Request Process	CLEC-Qwest OSS Interface Change Request Initiation Process	Added revised language agreed to at May 2, 2002 Redesign Meeting.
17			5.5	Change Request Process	Crossover Change Requests	Added revised language agreed to at May 2, 2002 Redesign Meeting.
18			10.2.5	Prioritization	Withdrawal of Prioritized CRs	Added language agreed to at May 2, 2002 Redesign Meeting.
19			10.3	Prioritization	SCRP	Added revised language agreed to at May 2, 2002 Redesign Meeting.
20			13.0	Training	N/A	Added language agreed to at May 2, 2002 Redesign Meeting.
21	MasterRedlineCLEAN052202a	05-22-02	5.6	Change Request Process	Change Request Status Codes	Added language agreed to at May 21-22, 2002 Redesign Meeting.
22			5.7	Change Request Process	Change Request Suffixes	Added language agreed to at May 21-22, 2002 Redesign Meeting.
23	MasterRedlineCLEAN060602	06-06-02	2.5	Managing the Change Management Process	Method of Communication	Added language agreed to at June 5-6, 2002 Redesign Meeting.
24			5.1	Change Request Process	CR Initiation Process	Added language agreed to at June 5-6, 2002 Redesign Meeting.
25			5.3	Change Request Process	CLEC Product/Process Change Request Initiation Process	Added language agreed to at June 5-6, 2002 Redesign Meeting.
26			5.3	Change Request Process	CLEC Product/Process Change Request Initiation Process	Added IMA Software Development Timeline agreed to at June 5-6, 2002 Redesign Meeting.
27			5.5	Change Request Process	Postponement and Arbitration of a Product/Process Change	Added language agreed to at June 5-6, 2002 Redesign Meeting.
28			5.6, 5.7, and 5.8	Change Request Process	Multiple	Renumbered based on addition of new Section 5.5
29			16.0	Exception Process		Added language agreed to at June 5-6, 2002 Redesign Meeting.
30			Definition of Terms	Definition of Terms		Added language agreed to at June 5-6, 2002 Redesign Meeting.
31			All	All	All	Cosmetic and clarifying changes agreed to at June 5-6, 2002 Redesign Meeting.
32	MasterRedlineCLEAN061802	06-18-02	2.1	Managing the	Managing the Change	Added language agreed to at June 17-18, 2002

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Qwest Wholesale Change Management Process Document –01-30-06

Line #	Version - Filename	Effective Date	Change			
			Section #	Section Name	Subsection Name	Update Activity
				Change Management Process	Management Process Document	Redesign Meeting.
33			12.4	Production Support	Reporting Trouble to IT	Added language agreed to at June 17-18, 2002 Redesign Meeting.
34			12.5	Production Support	Severity Levels	Made changes at June 17-18, 2002 Redesign Meeting.
35			12.8	Production Support	Process Production Support	Added language agreed to at June 17-18, 2002 Redesign Meeting.
37	MasterRedlinedCLEAN071002	07-10-02	2.2	Managing the Change Management Process	Change Management Point of Contact (POC)	Added language agreed to at July 10, 2002 Redesign Meeting.
38			2.3	Managing the Change Management Process	Change Management Point of Contact (POC) List	Added language agreed to at July 10, 2002 Redesign Meeting.
39			17.0	Voting	n/a	Added language agreed to at July 10, 2002 Redesign Meeting.
40			All	All	All	Cosmetic and clarifying changes agreed to at July 10, 2002 Redesign Meeting.
41	MasterRedlinedCLEAN072302	07-23-02	10.0	Prioritization		Revised language agreed to at July 23, 2002 Redesign Meeting.
42			10.1	Prioritization	Test Environment Releases	Added language agreed to at July 23, 2002 Redesign Meeting.
43			All	All	All	Cosmetic and clarifying changes agreed to at July 23, 2002 Redesign Meeting.
44	MasterRedlinedCLEAN072602	07-26-02	1.0	Introduction and Scope		Revised language agreed to at July 26, 2002 Redesign Meeting.
45			2.4.4	Managing the Change Management Process	Implementation Obligations	Added language agreed to at July 26, 2002 Redesign Meeting.
46			5.6	Change Request Process	Comparability of Change Request Treatment	Added language agreed to at July 26, 2002 Redesign Meeting.
47			10.1	Prioritization	Test Environment Releases	Revised language agreed to at July 26, 2002 Redesign Meeting.
48	QwestWhslChgMgtDoc091302	09-13-02	All			Accepted all agreed to CLEAN-UP changes and additions from multiple Redesign Meetings.
49			2.1	Managing the Change	Managing the Change Management Process	Added language agreed to at multiple CLEAN-UP Redesign Meetings.

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Qwest Wholesale Change Management Process Document –01-30-06

Line #	Version - Filename	Effective Date	Change			
			Section #	Section Name	Subsection Name	Update Activity
				Management Process	Document	
50			2.4.4	Managing the Change Management Process	Implementation Obligations	Added language agreed to at multiple CLEAN-UP Redesign Meetings.
51			2.4.5	Managing the Change Management Process	Adherence to this CMP	Added language agreed to at multiple CLEAN-UP Redesign Meetings.
52			2.5	Managing the Change Management Process	Method of Communication	Added language agreed to at multiple CLEAN-UP Redesign Meetings.
53			3.0	Meetings		Added language agreed to at multiple CLEAN-UP Redesign Meetings.
54			5.1.2	Change Request Process	Implementation of Industry Guideline CRs	Added language agreed to at multiple CLEAN-UP Redesign Meetings.
55			5.6	Managing the Change Management Process	Comparability of Change Request Treatment	Added language agreed to at multiple CLEAN-UP Redesign Meetings.
56			16.2	Exception Process	Emergency Call/Meeting Notice to Discuss Exception Request	Added language agreed to at multiple CLEAN-UP Redesign Meetings.
57			16.3	Exception Process	Notice of Exception Request Discussion and Vote at Upcoming CMP Meeting	Added language agreed to at multiple CLEAN-UP Redesign Meetings.
58			18.0	Oversight Review Process		Added language agreed to at multiple CLEAN-UP Redesign Meetings.
59	QwestWhslChgMgtDoc100902	10-09-02	All			Added language and accepted CLEAN-UP changes and additions from 10-08-02 and 10-09-02 Redesign Meetings.
60	QwestWhslChgMgtDoc101502	10-15-02	17.0			Added language proposed by AT&T and accepted by Qwest and WorldCom on 10-15-02.
61	QwestWhslChgMgtDoc010603	01-06-03	12.0	Production Support	Request for a Production Support Change	Modified language as approved by unanimous CMP vote at December 18, 2002, Monthly CMP Product/Process Meeting
62			5.0	Change Request Process	Level 1 Process/Deliverables	Modified language as approved by unanimous CMP vote at December 18, 2002, Monthly CMP

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Qwest Wholesale Change Management Process Document –01-30-06

Line #	Version - Filename	Effective Date	Change			
			Section #	Section Name	Subsection Name	Update Activity
						Product/Process Meeting
63			5.0	Change Request Process	Level 2 Process/Deliverables	Modified language as approved by unanimous CMP vote at December 18, 2002, Monthly CMP Product/Process Meeting
64			5.0	Change Request Process	Level 3 Process/Deliverables	Modified language as approved by unanimous CMP vote at December 18, 2002, Monthly CMP Product/Process Meeting
65			5.0	Change Request Process	Level 4 Process/Deliverables	Modified language as approved by unanimous CMP vote at December 18, 2002, Monthly CMP Product/Process Meeting
66	QwestWhslChgMgtDoc053003	05-30-03	8.0	Change to an Existing OSS Interface		Modified language as approved by unanimous CMP vote at May 27, 2003, Ad Hoc CMP Product/Process Meeting
67	QwestWhslChgMgtDoc061803	06-18-03	5.0	Change Request Process	Systems Change Request Origination Process	Modified language as approved by unanimous CMP vote at the June 18, 2003, CMP Product/Process Meeting
68	QwestWhslChgMgtDoc121103	12-11-03	5.1.4, 10.3.1, 10.4	Change Request Process, Prioritization	Systems Change Request Origination Process, Prioritization Review, Special Change Request Process	Modified language as approved by unanimous CMP vote at September 17, 2003, CMP Product/Process Meeting
69	QwestWhslChgMgtDoc041904	04-19-04	3.0	Change Management Process Meetings		Added language agreed to at the January 2004 CMP Product/Process Meeting
			12.4 12.5	Production Support	Reporting Trouble to IT Severity Levels	Added language agreed to at the January 2004 CMP Product/Process Meeting
			12.7	Production Support	Notification Intervals	Added language agreed to at the January 2004 CMP Product/Process Meeting
			12.3	Production Support	Request for a Production Support Change	Added language around making a software patch or event notification or initiate a meeting to discuss the patch
70	QwestWhslChgMgtDoc022105	02-21-05	5.1.4	Change Request Process	Systems Change Request Origination Process	Added language agreed to at the December 2004 CMP Product/Process Meeting
			5.2.5	Change Request Process	Code & Test	Added language agreed to at the December 2004 CMP Product/Process Meeting
			8.0	Change to an Existing OSS Interface		Added language agreed to at the December 2004 CMP Product/Process Meeting
			8.1.1	Change to an Existing OSS	Draft Interface Technical Specifications	Added language agreed to at the December 2004 CMP Product/Process Meeting

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Qwest Wholesale Change Management Process Document –01-30-06

Line #	Version - Filename	Effective Date	Change			
			Section #	Section Name	Subsection Name	Update Activity
				Interface		
			8.1.2	Change to an Existing OSS Interface	Walk Through of Draft Interface Technical Specifications	Added language agreed to at the December 2004 CMP Product/Process Meeting
			8.1.3	Change to an Existing OSS Interface	CLEC Comments on Draft Interface Technical Specifications	Added language agreed to at the December 2004 CMP Product/Process Meeting
			8.1.4	Change to an Existing OSS Interface	Qwest Response to CLEC Comments	Added language agreed to at the December 2004 CMP Product/Process Meeting
			8.1.5	Change to an Existing OSS Interface	Final Interface Technical Specifications	Added language agreed to at the December 2004 CMP Product/Process Meeting
			10.1	Prioritization	Test Environment Releases	Added language agreed to at the December 2004 CMP Product/Process Meeting
71	QwestWhslChgMgtDoc030305	03-03-05	Table of Contents			Modified Appendix D entry to relay most current effective date on Sample CR Form
			Appendix D	Sample Change Request Form – As Of 03/03/05		Updated Appendix D – Sample Change Request Form with most current approved document as agreed to in January 2005 CMP Product/Process Meeting
72	QwestWhslChgMgtDoc032805	03-28-05	3.0	Change Management Process Meetings		Added language agreed to at the March 2005 CMP Product/Process Meeting
73	QwestWhslChgMgtDoc091305	09-13-05	11.0	Application-to-Application Interface Testing		Remove reference to interoperability testing environment.
			Definition of Terms	Definition of Terms	Design, Development, Notification, Testing, Implementation and Disposition	Remove reference to interoperability testing environment in both the Term and Definition portion.
74	QwestWhslChgMgtDoc110805	11-08-05	5.8	Change Request Process	Change Request Status Codes	Modified wording on when a CR is moved to CLEC test (See CR 072705-1CM)
75	QwestWhslChgMgtDoc013006	01-30-06	14.2	Escalation Process	Cycle	Added language to change the Escalation Process when a meeting is held to discuss the escalation. Qwest will also respond to the originating CLEC and copy the participating CLECs with the binding position via email.

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Qwest Wholesale Change Management Process Document –01-30-06

Qwest Wholesale Change Management Process Document -**CHANGE MANAGEMENT PROCESS (CMP)
FOR LOCAL SERVICES****TABLE OF CONTENTS**

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Qwest Wholesale Change Management Process Document –01-30-06**CHANGE MANAGEMENT PROCESS (CMP)****1.0 INTRODUCTION AND SCOPE**

This document defines the processes for change management of Operations Support Systems (OSS) Interfaces, products and processes (including manual) as described below. CMP provides a means to address changes that support or affect pre-ordering, ordering/provisioning, maintenance/repair and billing capabilities and associated documentation and production support issues for local services (local exchange services) provided by Competitive Local Exchange Carriers (CLECs) to their end users. This CMP is applicable to Qwest's 14 state-in-region serving territory.

This CMP is managed by CLEC and Qwest Points of Contact (POCs) each having distinct roles and responsibilities. The CLECs and Qwest will hold regular meetings to exchange information about the status of existing changes, the need for new changes, what changes Qwest is proposing, how the process is working, etc. The process also allows for escalation to resolve disputes, if necessary.

Qwest will track changes to OSS Interfaces, products and processes. This CMP includes the identification of changes and encompasses, as applicable, Design, Development, Notification, Testing, Implementation, Disposition of changes, etc. (See Change Request Status Codes, Section 5.8). Qwest will process any such changes in accordance with this CMP.

In cases of conflict between the changes implemented through this CMP and any CLEC interconnection agreement (whether based on the Qwest SGAT or not), the rates, terms and conditions of such interconnection agreement shall prevail as between Qwest and the CLEC party to such interconnection agreement. In addition, if changes implemented through this CMP do not necessarily present a direct conflict with a CLEC interconnection agreement, but would abridge or expand the rights of a party to such agreement, the rates, terms and conditions of such interconnection agreement shall prevail as between Qwest and the CLEC party to such agreement.

This CMP is dynamic in nature and, as such, is managed through the regularly scheduled meetings. The parties agree to act in Good Faith in exercising their rights and performing their obligations pursuant to this CMP. This document may be revised through the procedures described in Section 2.0.

Any opinions expressed at the CMP meetings by representatives of government agencies such as state Public Utilities Commissions (PUC), Federal Communications Commission (FCC), and the Department of Justice (DOJ) do not bind such government agencies.

Throughout this CMP document, terms such as "agreement" or "consensus" are used to identify instances when participants attempt to informally arrive at a unanimous decision by the CMP

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group at a noticed CMP Meeting. At any time, when the parties cannot informally reach a decision, the parties may continue to work together to reach resolution or conduct a vote in accordance with Section 17.0.

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Qwest Wholesale Change Management Process Document –01-30-06**2.0 MANAGING THE CHANGE MANAGEMENT PROCESS****2.1 Managing the Change Management Process Document**

Proposed modifications to this CMP framework shall be originated by a change request submitted by CLEC or Qwest in accordance with Section 5.0. Acceptance of such changes will be discussed at a regularly scheduled Monthly CMP Product/Process Meeting.

The originator of the change will send proposed redlined language and the reasons for the request with the change request at least fourteen (14) days in advance of the Monthly CMP Product/Process Meeting. The request originator will present the proposal to the CMP participants. The parties will develop a process for input into the proposed change including when the vote will be taken. Incorporating a change into this CMP requires unanimous agreement using the Voting Process, as described in Section 17.0. Each CMP change request will be assigned a CR number that contains a suffix of “CM” and will be included in the Monthly CMP Product/Process Meeting distribution package. The CMP change request and redlined language will be included in the Monthly CMP Product/Process Meeting distribution package and the CMP change request will be identified as a proposed change to the CMP framework on the agenda. The requested change will be reviewed at a Monthly CMP Product/Process Meeting and voted on no earlier than the following CMP Product/Process meeting. The agenda for the Monthly CMP Product/Process Meeting, at which the vote will be taken, will indicate that a vote will be taken.

There will be a standing agenda item for each monthly CMP Meeting for discussion about issues relating to the operation and effectiveness of CMP. This discussion is intended to be open and receptive to all input with the goal of constantly evaluating and improving this CMP.

2.2 Change Management Point-of-Contact (POC)

Qwest and each CLEC will designate primary, secondary, and, if desired, tertiary change management POC(s), who will serve as the official designees for matters regarding this CMP. CLECs and Qwest will exchange primary, secondary and tertiary POC information including items such as:

- Name
- Title
- Company
- Telephone number
- E-mail address
- Fax number
- Cell phone/Pager number
- POC designation (e.g., primary, secondary, or tertiary)

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Qwest Wholesale Change Management Process Document –01-30-06**2.3 Change Management POC List**

Primary, secondary and tertiary CLEC and Qwest POCs will be included in the Qwest maintained POC list. It is the CLEC POC's responsibility to notify Qwest of any POC changes at <http://www.qwest.com/wholesale/cmp/ppform.html>. If Qwest makes a Primary POC change it will follow the process as described in Section 5.4.3. The list will be posted on the Qwest CMP Web site and may include other contacts.

2.4 Qwest CMP Responsibilities**2.4.1 CMP Manager**

The Qwest CMP Manager is the Qwest Product/Process POC and is responsible for properly processing submitted CRs, conducting the Monthly CMP Product/Process Meeting, assembling and distributing the meeting distribution package, and ensuring minutes are written and distributed in accordance with the agreed-upon timeline.

The Qwest CMP Manager is the Qwest Systems POC and is responsible for properly processing submitted CRs, conducting the Monthly CMP Systems Meeting, assembling and distributing the meeting distribution package, and ensuring minutes are written and distributed in accordance with the agreed-upon timeline. The CMP Manager also distributes the list of CRs eligible for prioritization to Qwest and the CLECs for ranking, tabulates the rankings, and forwards the resulting prioritization of the CRs to Qwest and the CLECs. In addition, the CMP Manager is responsible for coordinating the publication of the Qwest OSS Interface Release Calendar, as described in Section 6.0.

2.4.2 Change Request Project Manager (CRPM)

The Qwest CRPM manages CRs throughout the CMP CR lifecycle. The CRPM is responsible for obtaining a clear understanding of exactly what deliverables the CR originator requires to close the CR, arranging the CR clarification meetings and coordinating necessary Subject Matter Experts (SMEs) from within Qwest to respond to the CR, and coordinating the participation of the necessary SMEs in the discussions with the CLECs.

2.4.3 Escalation/Dispute Resolution Manager

The Escalation/Dispute Resolution Manager is responsible for managing escalations, disputes and postponements in accordance with the CMP Escalation, Dispute Resolution and Postponement Processes. (See Sections 14.0, 15.0 and 5.5)

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2.4.4 Implementation Obligations

When Qwest commits to make a change pursuant to CMP, Qwest will review and revise internal and external documentation, as needed, to ensure that the change is appropriately reflected. Qwest will conduct training to communicate the changes to all appropriate Qwest personnel so that they are made aware of relevant changes. If Sections 5.0, 7.0, 8.0 or 9.0 require notification of the change, such notification will be provided in accordance with that section and will include references to external Qwest documentation that will be modified to reflect the change, if applicable. All of the forgoing activities will take place by the implementation date of the change.

2.4.5 Adherence to this CMP

As a general rule, if a CLEC indicates that Qwest is not following this CMP, and Qwest agrees, Qwest will correct the situation by following the process. If Qwest has failed to follow this CMP for a particular change, and is not able to withdraw the change and follow the applicable process, then Qwest and CLECs must unanimously agree on a different manner to correct the situation. If Qwest and the CLECs attempt to, but do not agree that a process was not followed or cannot agree on a manner to correct the situation, any CLEC may pursue any appropriate process available in this CMP (e.g., production support, escalation, dispute resolution, oversight committee).

2.5 Method of Communication

The method of communication is e-mail with supporting information posted to the Web site when applicable (see Section 3.3 Qwest Wholesale CMP Web Site). Communications sent by e-mail resulting from CMP will include in the subject line "CMP". E-mail communications regarding document changes will include direct Web site links to the related documentation. All Notifications are sent as "mailouts" and are distributed to all those who subscribe to such notifications at <http://www.qwest.com/wholesale/notices/cnla/maillist.html>.

Redlined PCATs and Technical Publications associated with product, process, and systems changes will be posted to the Qwest CMP Document Review Web site, <http://www.qwest.com/wholesale/cmp/review.html>. For the duration of the agreed upon comment period as specified in this CMP, CLECs may submit comments on the proposed documentation change. At the Qwest CMP Document Review Web site, CLECs may submit their comments on a specific document by selecting the "Submit Comments" link associated with the document. The "Submit Comments" link will take CLECs to an HTML comment template. If for any reason the "Submit" button on the site does not function properly, CLECs may submit comments to cmpcomm@qwest.com. After the conclusion of the applicable CLEC comment period, Qwest will aggregate all CLEC comments with Qwest responses and distribute to all CLECs via Notification e-mail within the applicable period.

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In some instances, a CLEC or Qwest may wish to include proprietary information in a CR. To do this the CLEC or Qwest must identify the proprietary information with bracketed text, in all capitals, preceded and followed by the words "PROPRIETARY BEGIN" and "PROPRIETARY END," respectively. Qwest will blackout properly formatted proprietary information when the CR is posted to the CR Database and distributed in the CMP Monthly Meeting distribution packet.

If a CLEC or Qwest wishes to ask a question, submit a comment, or provide information that is of a proprietary nature, the CLEC or Qwest must communicate directly with the CMP Manager via e-mail, cmpcr@qwest.com. Such e-mails must have a subject line beginning with PROPRIETARY.

This CMP contains references to required notifications. Such references typically identify specific information that must be included in such notifications. Such information is not an exclusive list. Qwest will use reasonable efforts to include such other information in its possession that may be useful in aiding CLECs to understand the scope and purpose of the notification.

2.6 CMP Relationship with Management of Performance Indicator Definitions (PIDs)

Qwest Performance Indicator Definitions (PIDs) have been established through collaboration among Qwest, CLECs and state public utilities commissions in a forum known as the Regional Oversight Committee Technical Advisory Group (ROC TAG). This activity was performed in order to test Qwest's performance in connection with Qwest's application to obtain approval under Section 271 of the Telecommunications Act of 1996. The parties anticipate that the ROC TAG (or similar industry group separate from the CMP body) will continue in some form after approval of Qwest's Section 271 application. The parties expect that this industry group will be responsible for change management of the Qwest PIDs (the "PID Administration Group").

The parties acknowledge that the operation of PIDs may be impacted by changes to Qwest OSS Interfaces, products or processes that are within the scope of CMP. Conversely, Qwest OSS Interfaces, products or processes may be impacted by changes to, or the operation of, PIDs that are within the scope of the PID Administration Group. As a result, efficient operation of this CMP requires communication and coordination, including the establishment of processes, between the PID Administration Group and the CMP body.

The parties recognize that if an issue results from CMP that relates to the PIDs (e.g., Qwest denies a CR with reference to PIDs, discussion of PID administration is needed in order to implement a CR, etc.), any party to this CMP may take the issue to the PID Administration Group for discussion and resolution as appropriate under the procedures for that Group. At the time any party brings such an issue to the PID Administration Group, such party shall notify Qwest and Qwest will distribute an e-mail notification to the CMP body. Qwest shall also distribute to the CMP body all correspondence with the PID Administration Group relating to the

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issue at the time such correspondence is exchanged with the PID Administration Group (if Qwest is not copied on such correspondence, the involved CLEC will forward such correspondence to Qwest for distribution to the CMP body). Qwest or an interested CLEC will bring any resolution or recommendation from the PID Administration Group relating to such issues to the CMP body for consideration in resolving related CMP issues.

It is possible that the PID Administration Group will identify issues that relate to CMP. In that case, the CMP body would expect the PID Administration Group (or a party from that group) to bring such issues to the CMP body for resolution or a recommendation. Such issues may be raised in the form of a CR, but may be raised in a different manner if appropriate. Qwest or an interested CLEC will return to the PID Administration Group any resolution or recommendation from the CMP body on such issues. Qwest and CLECs participating in the PID Administration Group agree that they will propose, develop, and adopt processes for the PID Administration Group that will enable the coordination called for in this Section. One such process may include joint meetings, on an as needed basis, of the PID Administration Group and the CMP body to address issues that affect both groups.

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Qwest Wholesale Change Management Process Document –01-30-06**3.0 CHANGE MANAGEMENT PROCESS MEETINGS**

Change Management Process meetings will be conducted on a regularly scheduled basis. The CMP Product/Process and Systems Meetings will be conducted on the same day of each month or on at least two (2) consecutive days on a monthly basis, unless other arrangements are agreed upon by the CLECs and Qwest. Meeting participants can choose to attend meetings in person or participate by conference call.

Meetings are held to review, manage the implementation of Product/Process and System changes, and address Change Requests. Qwest will review the status of all applicable Change Requests. The meeting may also include discussions of Qwest's OSS Interface Release Calendar.

CLEC's request for additional agenda items and associated materials must be submitted to Qwest at least five (5) business days by noon (MT) in advance of the meeting. Qwest is responsible for distributing the agenda and associated meeting materials and will be responsible for preparing, maintaining, and distributing meeting minutes. Attendees with any walk-on items should bring hard copy materials of the walk-on items to the meeting and should, at least two (2) hours prior to the meeting, provide copies of such materials electronically (soft copy) to the CMP Manager, cmpcr@qwest.com, for distribution to all parties.

All attendees, whether in person or by phone, must identify themselves and the company they represent.

Additional meetings may be held at the request of Qwest or any CLEC. Meeting notification must contain an agenda plus any supporting meeting materials. Notification for these meetings will be distributed at least five (5) business days prior to their occurrence. Qwest will record and distribute meeting minutes, unless otherwise noted in this CMP.

3.1 Meeting Materials (Distribution Package) for Monthly Change Management Process Meetings

Meeting materials will include the following information:

- Meeting Logistics
- Minutes from previous meeting
- Agenda
- Change Requests and responses, as applicable
 - New/Active
 - Updated
- Issues, Action Items Log and associated statuses
- Release Summary, as applicable
- OSS Interface Release Calendar, as described in Section 6.0

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- Date TBD Trouble Tickets, as described in Section 12.3
- Any other material to be discussed

Qwest will provide Meeting Materials (distribution package) electronically, by noon (MT), three (3) business days prior to the Monthly CMP Meeting. In addition, Qwest will provide hard copies of the distribution package at the Monthly CMP Meeting.

3.2 Meeting Minutes for Change Management Process Meetings

Qwest will take minutes. Qwest will summarize discussions in meeting minutes and include any revised documents such as issues, action items and statuses.

Minutes will be distributed to meeting participants for comments or revisions no later than five (5) business days by noon (MT) after the meeting. CLEC comments will be provided by noon (MT) two (2) business days after receiving draft minutes to the Qwest CMP Manager, cmpcr@qwest.com. Revised minutes, if CLEC comments are received, will be posted to the CMP Web site within nine (9) business days by noon (MT) after the meeting.

3.3 Qwest Wholesale CMP Web Site

To facilitate access to CMP documentation, Qwest will maintain CMP information on its Web site. The Web site should be easy to use and will be updated in a timely manner. The Web site will be a well organized central repository for CLEC notifications and CMP documentation. Active documentation, including meeting materials (distribution package), will be maintained on the Web site. Change Requests and notifications will be identified in accordance with the agreed upon naming conventions to facilitate ease of identification. Qwest will maintain closed and old versions of documents on the Web site's Archive page for 18 months before storing off line. Information that has been removed from the Web site can be obtained by contacting the Qwest CMP Manager, cmpcr@qwest.com. At a minimum, the CMP Web site will include:

- Current version of the Qwest Wholesale Change Management Process Document
- OSS Interface Release Calendar
- OSS Interface hours of availability
- Links to related Web sites, such as IMA EDI, IMA GUI, CEMR, Document Review and Notifications
- Change Request Form and instructions to complete form
- Submitted and open Change Requests and the status of each, including written responses to CLEC inquiries
- Meeting (formal and informal) information for Monthly CMP Meetings and interim meetings or conference calls, including descriptions of meetings and participants, agendas, minutes, sign-up forms, and schedules, if applicable
- Interactive CR Report
- Meeting materials (distribution package)

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- CLEC Notifications and associated requirements
- Directory to CLEC Notifications for the month
- Business rules, SATE test case scenarios Technical Specifications, and user guides will be provided via links on the CMP Web site
- Contact information for the CMP POC list, including CLEC, Qwest and other participants (with participant consent to publish contact information on Web page)
- Redlined PCAT and Technical Publications - see Section 2.5
- Instructions for receiving CMP communications – see Section 2.5

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Qwest Wholesale Change Management Process Document –01-30-06**4.0 TYPES OF CHANGE**

A Change Request must be within the scope of CMP and will fall into one of the following classifications. Types of Changes apply to Systems and Product/Process.

4.1 Regulatory Change

A Regulatory Change is mandated by regulatory or legal entities, such as the Federal Communications Commission (FCC), a state commission/authority, or state and federal courts. Regulatory changes are not voluntary but are requisite to comply with newly passed legislation, regulatory requirements, or court rulings. Either the CLEC or Qwest may originate the Change Request.

4.2 Industry Guideline Change

An Industry Guideline Change implements Industry Guidelines. Either Qwest or the CLEC may originate the Change Request and these changes are subject to the same processes under this CMP as Qwest and CLEC Originated Changes. These industry guidelines are defined by:

- Alliance for Telecommunications Industry Solutions (ATIS) sponsored
- Ordering and Billing Forum (OBF)
- Local Service Ordering and Provisioning Committee (LSOP)
- Telecommunications Industry Forum (TCIF)
- Electronic Commerce Inter-exchange Committee (ECIC)
- Electronic Data Interchange Committee (EDI)
- American National Standards Institute (ANSI)

4.3 Qwest Originated Change

A Qwest Originated Change is originated by Qwest and does not fall within the changes listed above.

4.4 CLEC Originated Change

A CLEC Originated Change is originated by the CLEC and does not fall within the changes listed above.

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Qwest Wholesale Change Management Process Document –01-30-06**5.0 CHANGE REQUEST PROCESS****5.1 CLEC-Qwest OSS Interface Change Request Process**

A CLEC or Qwest seeking to change an existing OSS Interface, to establish a new OSS Interface, or to retire an existing OSS Interface must submit a Change Request (CR). A Change Request originator will complete and e-mail a completed Change Request (CR) Form to the Qwest CMP Manager, cmpcr@qwest.com, in accordance with the instructions set forth in the Qwest Wholesale CMP Web site located at the following URL: <http://www.qwest.com/wholesale/cmp/index.html>.

The CR Process supports Regulatory, Industry Guideline, CLEC originated and Qwest originated changes. The process for Regulatory changes will be managed as described in Section 5.1.1, Section 5.1.2 and Section 5.1.3.

5.1.1 Regulatory Change Request

Qwest or any CLEC may submit Regulatory CRs. The party submitting a Regulatory CR must also include sufficient information to justify the CR being treated as a Regulatory CR in the Description of Change section of the CR Form. Such information must include specific references to regulatory or court orders or legislation as well as dates, docket or case numbers, page or paragraph numbers and the mandatory or recommended implementation dates, if any. All Regulatory CRs initially must be submitted as systems CRs, including when the Regulatory CR clearly is for a product/process change, and will be introduced at the Monthly CMP Systems Meeting. If the Regulatory CR originator seeks to establish that the CR should be implemented by a manual process, the originator must so indicate on the CR Form and include as much information supporting the application of the exception as practicable.

Qwest will send CLECs a notification when it posts Regulatory CRs to the Web site and identify when comments are due and when a vote is to be taken, as described below. Regulatory CRs will also be identified in the Monthly CMP Systems Meeting distribution package.

Not later than eight (8) business days prior to the Monthly CMP Systems Meeting, any party objecting to the classification of such CR as Regulatory must submit a statement to the CMP Manager, cmpcr@qwest.com, documenting reasons why the objecting party does not agree that the CR should be classified as a Regulatory change. Regulatory CRs may not be presented as walk-on items.

If Qwest or any CLEC has objected to the classification of a CR as Regulatory, that CR will be discussed at the next Monthly CMP Systems Meeting. At that meeting, Qwest and the CLECs will conduct a vote under Section 17.0 to determine whether there is unanimous agreement that the CR is a Regulatory change. If Qwest or any CLEC does not agree that the CR is Regulatory, the CR will be treated as a non-Regulatory CR and prioritized, if applicable, with the CLEC originated and Qwest originated CRs, unless and until the CR is declared to be Regulatory through the Dispute Resolution Process. (See Section 15.0) Final determination of CR type will

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be made by the CLEC and Qwest POCs at that Monthly CMP Systems Meeting, and documented in the meeting minutes.

5.1.2 Implementation of Regulatory CRs

As a general rule, a Regulatory Change will be implemented by mechanization unless all parties agree otherwise, as described below.

For each Regulatory CR, Qwest will provide a cost analysis for both a manual and a mechanized solution. The cost analyses will include a description of the work to be performed and any underlying estimates that Qwest has performed associated with those costs. Qwest will also provide an estimated Level of Effort expressed in terms of person hours required for the mechanized solution. The cost analyses will be based on factors considered by Qwest, which may include volume, number of CLECs, technical feasibility, parity with retail, or effectiveness/feasibility of a manual process.

The Regulatory CR will be implemented by a manual solution if there is a Majority vote, as described in Section 17.0, at the Monthly CMP Systems Meeting in favor of one of the following exceptions.

A. The mechanized solution is not technically feasible.

or

B. There is a significant difference in the costs for the manual and mechanized solutions. Cost estimates will allow for direct comparisons between solutions using comparable methodologies and time periods.

Any party that desires to present information to establish an exception may do so at the Monthly Systems CMP Meeting when the implementation plan is presented.

Once a Regulatory CR has been agreed upon to be implemented by a manual solution, the CR will be, from that point forward, tracked as a product/process CR through the Monthly CMP Product/Process Meetings. (See Section 5.7)

If Qwest is unable to fully implement a mechanized solution in the first Release that occurs after the CMP participants agree that a change is a Regulatory CR, Qwest's implementation plan for the mechanized solution may include the short-term implementation of a manual work-around until the mechanized solution can be implemented. In that situation, a single systems Regulatory CR will be used for the implementation of both the manual and mechanized changes. Qwest will continue to work that Regulatory CR until the mechanized solution is implemented.

If a Regulatory CR is implemented by a manual process and later it is determined that a change in circumstance warrants a mechanized solution, Qwest or any CLEC may submit a new systems CR which must include evidence of the change in circumstance, such as an estimated

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volume increase or changes in technical feasibility, and the number of the CR that was implemented using a manual process. The CR originator may request that the new CR be treated as a Regulatory CR. If Qwest or any CLEC does not agree to treat the new CR as a Regulatory CR, it will be treated as a Qwest or CLEC originated change.

Any party that disagrees with the majority decision regarding Exceptions A and B may initiate the Dispute Resolution Process. (See Section 15.0)

5.1.3 Industry Guideline Change Request

Industry Guideline CRs will be submitted as Systems CRs, but if it is determined they should be implemented as a Product/Process change, the CR will follow the Crossover process as documented in Section 5.7. The party submitting the Industry Guideline CR must identify on the CR Form that the CR should be designated an Industry Guideline CR and identify the industry forum that recommended that change. The party submitting an Industry Guideline CR must also include sufficient information to justify the CR being treated as an Industry Guideline CR in the Description of Change section of the CR Form. Such information must include specific references to the industry forum issue or recommendation and the recommended implementation date, if any.

5.1.4 Systems Change Request Origination Process

If a CLEC or Qwest wants Qwest to change, introduce or retire an OSS Interface, the originator will e-mail a Change Request (CR) Form to the Qwest CMP Manager, cmpcr@qwest.com. No later than two (2) business days after Qwest receives the CR, the Qwest CMP Manager reviews the CR for completeness, and requests additional information from the CR originator, if necessary.

Once the CR is complete:

- The Qwest CMP Manager will assign a CR Number, and log the CR into the CMP database
- The Qwest CMP Manager sends acknowledgement of receipt to the CR originator and updates the CMP database.

Within two (2) days after acknowledgement:

- The CMP Manager assigns a Change Request Project Manager (CRPM) and identifies the appropriate Director responsible for the CR.
- The Qwest CMP Manager posts the valid CR to the CMP Web site via Qwest's interactive report. The report will contain the CR details, originator identity, assigned CRPM, assigned CR Number and, when practicable, the designated Qwest SME and associated Director.
- The CRPM obtains from the Director the names of the assigned Subject Matter Expert(s) (SME)
- The CRPM will provide a copy of the detailed CR report to the CR originator which includes the following information:
 - Description of CR
 - Originating CLEC

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- Assigned CRPM contact information
- Assigned CR number
- Designated Qwest SMEs and associated director(s)
- Status of the CR (e.g., Submitted)

Within eight (8) business days after receipt of a complete CR, the CRPM coordinates and holds a clarification meeting with the CR originator and Qwest's SME(s). If the originator is not available within the above specified time frame, then the clarification meeting will be held at a mutually agreed upon time. Qwest may not provide a response to a CR until a clarification meeting has been held. The CR originator may invite representatives from other companies to participate on the clarification call. Such participation is not intended to replace the presentation of the CR at the Monthly CMP Meeting.

At the clarification meeting, Qwest and the originator will review the submitted CR, validate the intent of the originator's CR, clarify all aspects, identify all questions to be answered, and determine deliverables Qwest must produce in order to close the CR. The originator should provide, in the CR, as much detail as possible. After the clarification meeting has been held, the CRPM will document and issue meeting minutes within five (5) business days.

CRs received fourteen (14) calendar days prior to the next scheduled Monthly CMP Systems Meeting will be presented at that Monthly CMP Systems Meeting for clarification from all CLECs participating in the Monthly CMP Systems Meeting.

At the Monthly CMP Systems Meeting, the originator will present the CR and provide any business reasons for the CR. Items or issues identified during the previously held clarification meeting will be relayed. CLECs participating in the Monthly CMP Systems Meeting will be given the opportunity to comment on the CR and provide additional clarifications. If appropriate, Qwest's SME(s) will identify options and potential solutions to the CR. Clarifications and/or modifications related to the CR will be incorporated into the evaluation of the CR.

CRs that are not submitted fourteen (14) calendar days prior to the Monthly CMP Systems Meeting may be introduced at that Monthly CMP Systems Meeting as walk-on items. The Originating CLEC will present the CR and participating CLECs will be allowed to provide comments to the CR. Qwest will provide a status of the CR.

Qwest will develop a draft response based on the CR discussion at the Monthly CMP Systems Meeting. Prior to the next scheduled Monthly CMP Systems Meeting the CRPM will post responses to systems CRs to the CMP database. The response will be made available via the interactive reports and the distribution package for the Monthly CMP Systems Meeting. Qwest will conduct a walk through of the response and participating CLECs will be provided the opportunity to discuss, clarify and comment on Qwest's Response. Qwest's Responses will be either:

- "Accepted" (Qwest will implement the request) with position stated, or

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- “Denied” (Qwest will not implement the request) with basis for the denial and a detailed explanation, including reference to substantiating material. OSS Interface Change Request may be denied for one or more of the following reasons:
 - Technologically not feasible—a technical solution is not available
 - Regulatory ruling/Legal implications—regulatory or legal reasons prohibit the change as requested, or if the request benefits some CLECs and negatively impact others (parity among CLECs) (Contrary to ICA provisions)
 - Outside the Scope of the Change Management Process—the request is not within the scope of the Change Management Process (as defined in this CMP), seeks adherence to existing procedures, or requests for information
 - Economically not feasible—low demand, cost prohibitive to implement the request, or both
 - The requested change does not result in a reasonably demonstrable business benefit (to Qwest or the requesting CLEC) or customer service improvement

Qwest will not deny a CR solely on the basis that the CR involves a change to back-end systems. Qwest will apply these same concepts to CRs that Qwest originates. The Special Change Request Process (SCRCP) (Section 10.4) may be invoked if a CR was denied as economically not feasible.

Based on the comments received from the Monthly CMP Systems Meeting, Qwest may revise its response and issue a revised draft response at the next Monthly CMP Systems Meeting.

If any CLEC does not accept Qwest’s response, any CLEC may elect to escalate or dispute the CR in accordance with the agreed upon CMP Escalation Process or Dispute Resolution Process. (Sections 14.0 and 15.0) If the Originator does not agree with the determination to escalate or pursue dispute resolution, it may withdraw its participation from the CR and any other CLEC may become responsible for pursuing the CR Escalation upon providing written notification to the Qwest CMP Manager, cmpcr@qwest.com. The CR will be assigned an escalation suffix and remain an active CR. Qwest will note in the status history of the interactive reports that the CR has been escalated. However, the CR status will reflect the stage of the CR as it progresses through the CR lifecycle.

If any CLEC does not accept Qwest’s response and does not intend to escalate or dispute at the present time, it may request Qwest to status the CR as ‘Deferred.’ The CR will remain as Deferred and any CLEC may re-activate the CR at a later date.

NOTE: For system CRs associated with Billing, CRs will likely be prioritized for a specific set of Qwest billing system implementation dates (referred in this document as a “Release” or “release”) versus one specific release with a single implementation date which is the case for IMA and CEMR/MEDIACC. In the context of Billing prioritization and/or packaging, when “release” is referred to, the reference is to a specific set of billing system implementation dates.

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At the last Monthly CMP Systems Meeting before Prioritization, Qwest will facilitate the presentation of all CRs eligible for Prioritization. In order for a CR to be eligible for prioritization in the upcoming release, it must be presented at least one (1) month prior to the Prioritization Review meeting in accordance with Section 10.3.1. At this meeting Qwest will provide a high level estimate of the Level of Effort of each CR and the estimated total capacity of the Release. This estimate will be an estimate of the number of person hours required to incorporate the CR into the Release. Ranking will proceed, as described in Section 10.0, Prioritization. The results of the ranking will produce an Initial Prioritization List.

Pursuant to this CMP, Qwest may develop a temporary manual solution to a mechanized change identified in an active systems CR. In these situations, Qwest will open a second systems CR with the same number as the original CR and a “MN” suffix. Qwest will process this “MN” CR as a systems CR through its entire life cycle. During this time the original systems CR will remain open and follow the appropriate systems CR process. The temporary manual solution will remain available at least until closure of the associated systems CR. If possible, all or part of the temporary manual solution can be reintroduced in Production Support if a manual workaround is required. A new CR is not required to revert to the temporary manual solution.

5.2 CLEC-Qwest OSS Interface Change Request Lifecycle

A CLEC or Qwest may elect to withdraw a CR that has been prioritized for an OSS Interface Release, in accordance with Section 10.3.5. Based on the Initial Prioritization List, Qwest will begin its development cycle that includes the milestones listed below.

5.2.1 Business and Systems Requirements

Qwest engineers define the business and functional specifications during this phase. The specifications are completed on a per candidate basis in priority order. During business and system requirements, any candidates which have affinities and may be more efficiently implemented together will be discussed. Candidates with affinities are defined as candidates with similarities in functions or software components. Qwest will present, at the Monthly CMP Systems Meeting, any complexities, changes in candidate size, or other concerns that may arise during business or system requirements, which would impact the implementation of the candidate.

During the business and systems requirement efforts, CRs may be modified or new CRs may be generated (by CLECs or Qwest), with a request that the new or modified CRs be considered for addition to the Initial Prioritization List (late added CRs). If there is a unanimous votes (see Section 17.0) to consider the late added CRs for addition to the Initial Prioritization List, Qwest will size the CR’s requirements work effort. If the requirements work effort for the late added CRs can be completed by the end of system requirements, the candidate list and the new CRs will be prioritized by CLECs in accordance with the agreed upon Ranking of Later Added CR process (see Section 10.3.4). If the requirements work effort for the late added CRs cannot be completed by the end of system requirements, the CR will not be eligible for the Release and will be returned to the pool of CRs that are available for prioritization in the next OSS Interface

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Release. If packaging has already been presented as described in 5.2.2, any party seeking to submit a late-added CR must follow the Exception process.

5.2.2 Packaging

At the conclusion of system requirements, Qwest will present packaging option(s) for implementing the release candidates, including a package of only the prioritized candidates in order. Packaging options are defined as different combinations of candidates proposed for continuing through the next stage of development. Packaging options may not exist for the Release; *i.e.*, there may only be one straightforward set of candidates to continue working through the next stage of development. Options may be identified due to:

- affinities in candidates
- resource constraints which prevent some candidates from being implemented but allow others to be completed

Qwest will provide an updated estimate of the Level of Effort for each CR and the estimated total capacity of the Release. If more than one option is presented, a vote will be held within two (2) days after the meeting on the options. The packaging option with the largest number of votes will continue through the design phase of the development cycle.

5.2.3 Design

Qwest engineers define the architectural and code changes required to complete the work associated with each candidate. The design work is completed on the candidates, which have been packaged.

5.2.4 Commitment

After design, Qwest will present a commitment list of CRs that can be implemented. Qwest will provide an updated Level of Effort for each CR and the estimated total capacity of the Release. These candidates become the committed candidates for the Release.

5.2.5 Code & Test

Qwest engineers will perform the coding and testing required by Qwest to complete the work associated with the committed candidates. The code is developed and baselined before being delivered to system test. A system test plan (system test cases, costs, schedule, test environment, test data, etc.) is completed. The system is tested for meeting business and system requirements, certification is completed on the system readiness for production, and pre-final documentation is reviewed and baselined. If, in the course of the code and test effort, Qwest determines that it cannot complete the work required to include a candidate in the planned Release, Qwest will discuss options with the CLECs in the next Monthly CMP Systems Meeting. Options can include either the removal of that candidate from the list or a postponement in the implementation date to incorporate that candidate. If the candidate is removed from the list, Qwest will also advise the CLECs whether or not the candidate could become a candidate for the next Point Release, with appropriate disclosure as part of the

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current Major Release of the OSS Interface. Alternatively, the candidate will be returned to the pool of CRs that are available for prioritization in the next OSS Interface Release.

5.2.6 Deployment

During the deployment phase, Qwest representatives from the business and operations review and agree the system is ready for full deployment. Qwest deploys the Release and initiates and conducts production support .

When Qwest has completed development of the OSS Interface change, Qwest will release the OSS Interface functionality into production for use by the CLECs.

Upon implementation of the OSS Interface Release, the CRs will be updated to CLEC test and presented for closure at the next Monthly CMP Systems Meeting.

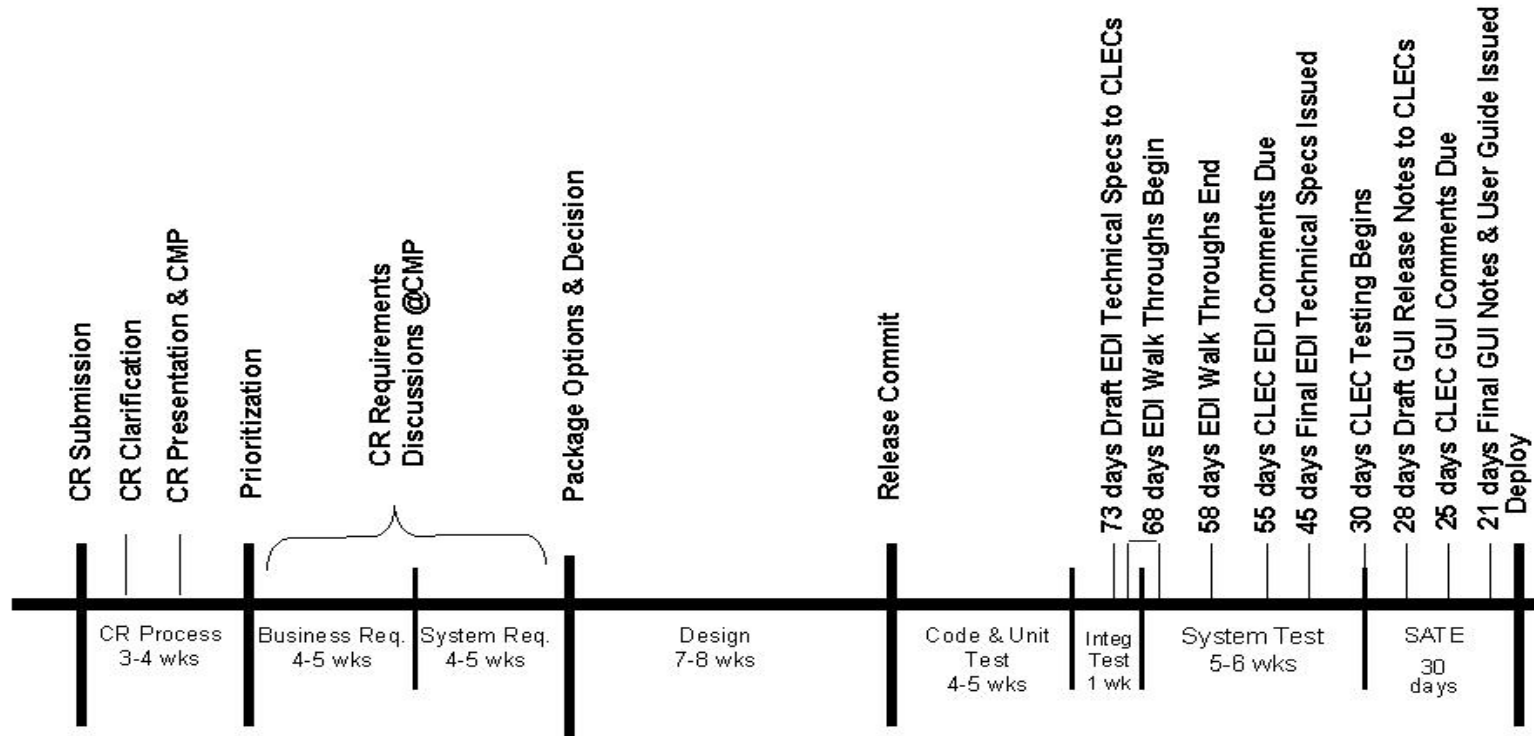
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Figure 1: IMA Software Development Timeline

IMA Software Development Timeline

Time for each phase is approximate and based on current release timelines. Time per phase can change per business needs.



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Qwest Wholesale Change Management Process Document –01-30-06**5.3 CLEC Originated Product/Process Change Request Process**

If a CLEC wants Qwest to change a product/process, the CLEC e-mails a Change Request (CR) Form to the Qwest CMP Manager, cmpcr@qwest.com. No later than two (2) business days after Qwest receives the CR:

- The Qwest CMP Manager reviews the CR for completeness, and requests additional information from the CR originator, if necessary
- The Qwest CMP Manager assigns a CR Number and logs the CR into the CMP database
- The Qwest CMP Manager sends acknowledgment of receipt to the CR originator and updates the CMP Database

Within two (2) business days after acknowledgement:

- The Qwest CMP Manager posts the detailed CR report to the CMP Web site
- The CMP Manager assigns a Change Request Project Manager (CRPM) and identifies the appropriate Director responsible for the CR
- The CRPM obtains from the Director the names of the assigned Subject Matter Expert(s) (SME)
- The CRPM will provide a copy of the detailed CR report to the CR originator which includes the following information:
 - Description of CR
 - Originator (*i.e.*, CLEC name)
 - Assigned CRPM contact information
 - Assigned CR number
 - Designated Qwest SMEs and associated director(s)
 - Status of the CR (e.g, Submitted)

Within eight (8) business days after receipt of a complete CR, the CRPM coordinates and holds a clarification meeting with the Originating CLEC and Qwest's SMEs. If the originating CLEC is not available within the above specified time frame, then the clarification meeting will be held at a mutually agreed upon time. Qwest will not provide a response to a CR until a clarification meeting has been held. The CR originator may invite representatives from other companies to participate on the clarification call. Such participation is not intended to replace the presentation of the CR at the Monthly CMP Meeting.

At the clarification meeting, Qwest and the Originating CLEC will review the submitted CR, validate the intent of the Originating CLEC's CR, clarify all aspects, identify all questions to be answered, and determine deliverables to be produced. After the clarification meeting has been held, the CRPM will document and issue meeting minutes within five (5) business days. Qwest's SME will internally identify options and potential solutions to the CR.

CRs received fourteen (14) calendar days prior to the next scheduled Monthly CMP Product/Process Meeting will be presented at that Monthly CMP Product/Process Meeting. CRs that are not submitted by the above specified cut-off date may be presented at that Monthly CMP Product/Process Meeting as a walk-on item with current status. The Originating CLEC will

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present the CR and provide any business reasons for the CR. Items or issues identified during the previously held clarification meeting will be relayed. Participating CLECs will be given the opportunity to comment on the CR and subsequent clarifications. If appropriate, Qwest's SME(s) will identify options and potential solutions to the CR. Clarifications and/or modifications related to the CR will be incorporated into the evaluation of the CR. Subsequently, Qwest will develop a draft response based on the discussion from the Monthly CMP Product/Process Meeting. Qwest's response will be:

- “Accepted” (Qwest will implement the CLEC request) with position stated, or
- “Denied” (Qwest will not implement the CLEC request) with basis for the denial and a detailed explanation, including reference to substantiating material. CLEC originated Product/Process Change Request may be denied for one or more of the following reasons:
 - Technologically not feasible—a technical solution is not available
 - Regulatory ruling/Legal implications—regulatory or legal reasons prohibit the change as requested, or if the request benefits some CLECs and negatively impact others (parity among CLECs) (Contrary to ICA provisions)
 - Outside the Scope of the Change Management Process—the request is not within the scope of the Change Management Process (as defined in this CMP), seeks adherence to existing procedures, or requests for information
 - Economically not feasible—low demand, cost prohibitive to implement the request, or both
 - The requested change does not result in a reasonably demonstrable business benefit (to Qwest or the requesting CLEC) or customer service improvement

Qwest will not deny a CR solely on the basis that the CR involves a change to the back-end systems. Qwest will apply these same concepts to CRs that Qwest originates. SCRIP may be invoked if a CR was denied due to Economically not feasible.

At least one (1) week prior to the next scheduled Monthly CMP Product/Process Meeting, the CRPM will have the response posted to the Web, added to the CMP Database, and will notify all CLECs via e-mail.

All Qwest Responses will be presented at the next scheduled Monthly CMP Product/Process Meeting. Qwest will conduct a walk through of its Response. Participating CLECs will be provided the opportunity to discuss, clarify and comment on Qwest's Response.

Based on the comments received from the Monthly CMP Product/Process Meeting, Qwest may revise its Response and issue a modified Response at the next Monthly CMP Product/Process Meeting. Within ten (10) business days after the Monthly CMP Product/Process Meeting, Qwest will notify the CLECs of Qwest's intent to modify its Response.

If the CLECs do not accept Qwest's Response, any CLEC can elect to escalate or dispute the CR in accordance with the agreed upon CMP Escalation Process or Dispute Resolution Process. (See Sections 14.0 and 15.0) If the originating CLEC does not agree with the determination to escalate or pursue dispute resolution, it may withdraw its participation from the CR and any other CLEC may become responsible for pursuing the CR upon providing written

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notification to the Qwest CMP Manager, cmpcr@qwest.com. Qwest will note in the status history of the interactive reports that the CR has been escalated. However, the CR status will reflect the stage of the CR as it progresses through the CR lifecycle.

If the CLECs do not accept Qwest's Response and do not intend to escalate or dispute at the present time, they may request Qwest to status the CR as Deferred. The CR will remain as Deferred and CLECs may reactivate the CR at a later date.

The CLECs' acceptance of Qwest's Response may result in:

- The Response answered the CR and no further action is required
- The Response provided an implementation plan for a product/process to be developed
- Qwest Denied the CLEC CR and no further action is required by CLEC

5.3.1 Implementation Notification

If the CLECs have accepted Qwest's response, Qwest will provide notice of planned implementation as follows.

Prior to implementing a CLEC originated product/process CR Qwest must notify the CLECs of the pending change. Qwest will issue such notifications at the time it intends to implement a CLEC originated change (in whole or in part). It is possible that more than one such notification will be issued in order to fully address the CLEC requested change. Such notifications may be issued during CLEC Test and may continue to be issued until the CLEC initiated CR is closed. These notifications will adhere to the notification standards for Level 1, Level 2, and Level 3 detailed in Section 5.4 (Qwest Originated Product/Process Changes). If the change is not specifically captured in the existing Level categories, or if the change is captured in the Level 4 categories, Qwest will follow the Level 3 notification schedule.

Finally, the CR will be closed when CLECs determine that no further action is required for that CR.

5.4 Qwest Originated Product/Process Changes

The following defines five levels of Qwest originated product/process changes and the process by which Qwest will originate and implement these changes. None of the following shall be construed to supersede timelines or provisions mandated by federal or state regulatory authorities, certain CLEC facing Web sites (e.g., ICONN and Network Disclosures) or individual interconnection agreements. Each notification will state that it does not supercede individual interconnection agreements. The lists of change categories under each level provided below are exhaustive/finite but may be modified by the process set forth in Section 2.1. Qwest will utilize these lists when determining the disposition level to which new changes will be categorized. The changes that go through these processes are not changes to OSS Interfaces. Level 1-4 changes under this process will be tracked and differentiated by level in the History Log for the affected documents.

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Qwest Wholesale Change Management Process Document –01-30-06**5.4.1 Level 0 Changes**

Level 0 changes are defined as changes that do not change the meaning of documentation and do not alter CLEC operating procedures. Level 0 changes are effective immediately without notification.

Level 0 Change Categories are:

- Font and typeface changes (e.g., bold to un-bold or bold to italics)
- Capitalization
- Spelling corrections and typographical errors other than numbers that appear as part of an interval or timeframe
- Hyphenation
- Acronym vs. non-acronym (e.g., inserting words to spell out an acronym)
- Symbols (e.g., changing bullets from circles to squares for consistency in document)
- Word changes from singular to plural (or vice versa) to correct grammar
- Punctuation
- Changing of a number to words (or vice versa)
- Changing a word to a synonym
- Contact personnel title changes where contact information does not change
- Alphabetizing information
- Indenting (left/right/center justifying for consistency)
- Grammatical corrections (making a complete sentence out of a phrase)
- Corrections to apply consistency to product names (i.e., "PBX - Resale" changed to "Resale - PBX")
- Moving paragraphs/sentences within the same section of a document to improve readability
- Hyperlink corrections within documentation
- Removing unnecessary repetitive words in the same paragraph or short section.

For any change that Qwest considers a Level 0 change that does not specifically fit into one of the categories listed above, Qwest shall issue a Level 3 notification.

5.4.1.1 Level 0 Process/Deliverables

For Level 0 changes, Qwest will not provide a notification, Web change form, or History Log to CLECs. Changes to the documentation will be updated and posted immediately.

5.4.2 Level 1 Changes

Level 1 changes are defined as changes that do not alter CLEC operating procedures or changes that are time critical corrections to a Qwest product/process. Time critical corrections may alter CLEC operating procedures, but only if such Qwest product/process has first been implemented through the appropriate level under CMP. Level 1 changes are effective immediately upon notification.

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- Time critical corrections to information that adversely impacts CLECs' ability to conduct business with Qwest
- Corrections/clarifications/additional information that do not change the product/process
- Corrections to synch up related PCAT documentation with the primary PCAT documentation that was modified through a higher level change (notification needs to include reference to primary PCAT documentation)
- Document corrections to synch up with existing OSS Interfaces documentation (notification needs to include reference to OSS Interfaces documentation)
- Process options with no mandatory deadline, that do not supercede the existing processes and that do not impose charges, regardless of whether the CLEC exercises the option
- Modifications to Frequently Asked Questions that do not change the existing product/process
- Re-notifications issued within one hundred and eighty (180) calendar days after initial notification (notification will include reference to date of initial notification or, if not available, reference to existing PCAT)
- Regulatory Orders that mandate a product/process change to be effective in less than twenty-one (21) days
- Training information (note: if a class is cancelled, notification is provided two (2) weeks in advance)
- URL changes with redirect link

For any change that Qwest considers a Level 1 change that does not specifically fit into one of the categories listed above, Qwest shall issue a Level 3 notification.

5.4.2.1 Level 1 Process/Deliverables

For Level 1 changes, Qwest will provide a notification to CLECs. Level 1 notifications will state the disposition level 1, description of change, that changes are effective immediately, that there is no comment cycle and will advise CLECs to contact the CMP Manager by e-mail at cmpcr@qwest.com immediately if the change alters the CLECs' operating procedures and requires Qwest's assistance to resolve. Qwest will respond to the CLEC, within one (1) business day, and work to resolve the issue. Possible resolutions may include withdrawal of the change, re-notification under a different level or creation of a new category of change under a different level. In addition, Qwest will provide the following for PCAT and Non-FCC Technical Publication ("Tech Pub") changes:

- The complete red-lined PCAT or Non-FCC Tech Pub will be available for review in the Product/Process Document Review Archive section of the CMP Web site, http://www.uswest.com/wholesale/cmp/review_archive.html,
- A History Log that tracks the changes

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Level 2 changes are defined as changes that have minimal effect on CLEC operating procedures. Qwest will provide notification of Level 2 changes at least twenty-one (21) calendar days prior to implementation.

Level 2 Change Categories are:

- Contact Information updates excluding time critical corrections (Expedites and Escalations Overview (<http://www.qwest.com/wholesale/clecs/exesclover.html>), Wholesale Customer Contacts (<http://www.qwest.com/wholesale/clecs/escalations.html>), Technical Escalations Contact List (<http://www.qwest.com/wholesale/systems/productionsupport.html>), CMP Points of Contact (POCs, Qwest POC changes only) (<http://www.qwest.com/wholesale/cmp/poc.html>))
- Changes to a form that do not introduce changes to the underlying process
- Changes to eliminate/replace existing Web functionality will be available for twenty-one (21) days until comments are addressed. (Either a demo or screen shot presentation will be available at the time of the notification for evaluation during the twenty-one (21) day cycle.)
- Removal of data stored under an archive URL
- Elimination of a URL re-direct
- Addition of new Web functionality (e.g., CNLA)
- Re-notifications issued one hundred and eighty (180) calendar days or more after the initial notification (notification will include reference to date of initial notification or, if not available, reference to existing PCAT)
- Documentation concerning existing processes/products not previously documented
- Changes to manually generated notifications normally transmitted to CLECs through their OSS Interfaces that are made to standardize or clarify, but do not change the reasons for, such notifications
- LSOG/PCAT documentation changes associated with new OSS Interface Release documentation resulting from an OSS Interface CR
- Reduction to an interval in Qwest's SIG

For any change that Qwest considers a Level 2 change that does not specifically fit into one of the categories listed above, Qwest shall issue a Level 3 notification.

5.4.3.1 Level 2 Process/Deliverables

For Level 2 changes, Qwest will provide a notification to CLECs. Level 2 notifications will state the disposition level 2, description of change, proposed implementation date, and CLEC/Qwest comment cycle timeframes. In addition to the notification, any documentation changes required to PCATs and Non-FCC Tech Pubs will be red-lined and available for review in the Document Review section of the CMP Web site, <http://www.qwest.com/wholesale/cmp/review.html>, commonly known as the Document Review site. In the Document Review site, a comment button will be available next to the document to allow CLECs to provide comments. For Level 2 changes that do not impact PCATs or Non-FCC Tech Pubs, a comments link will be provided within the notification for comments.

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Qwest must provide initial notification of Level 2 changes at least twenty-one (21) calendar days prior to implementation and adhere to the following comment cycle:

- CLECs have seven (7) calendar days following initial notification of the change to provide written comments on the notification.
- Qwest will reply to CLEC comments no later than seven (7) calendar days following the CLEC cut-off for comments. The Qwest reply will also include confirmation of the implementation date. In the event there are extenuating circumstances, (e.g., requested change requires significant research, information is required from national standards body or industry (e.g., Telcordia)), Qwest's response will indicate the course of action Qwest is taking and Qwest will provide additional information when available. Once the information is available, Qwest will provide a notification and any available updated documentation (e.g., Tech Pubs, PCATs) at least seven (7) calendar days prior to implementation. If Qwest extends the comment response period, Qwest will present an update on the response at each Monthly CMP Product/Process Meeting until final notification is distributed.
- Qwest will implement no sooner than twenty-one (21) calendar days from the initial notification.

CLECs may provide General comments regarding the change (e.g., clarification, request for modification, request to change the disposition level of a noticed change). Comments must be provided during the comments cycle as outlined for level 2 changes.

If a CLEC requests to change the disposition level of a noticed change, CLECs and Qwest will discuss such requests at the next Monthly CMP Product/Process Meeting. In the event that timing doesn't allow for discussion at the upcoming Monthly CMP Product/Process Meeting, Qwest will call a special ad hoc meeting to address the request. If the parties are not able to reach agreement on any such request, CLECs and Qwest will take a vote in accordance with Section 17.0. The result will be determined by the Majority. If the disposition level of a change is modified, from the date of the modification forward, such change will proceed under the modified level with notifications and timelines agreed to by the participants.

For general comments, Qwest will respond to comments and provide a final notification of the change. Additionally, Qwest will provide documentation of proposed changes to Qwest PCATs and Non-FCC Tech Pubs to CLECs and implement the change(s) according to the timeframes put forth above. If there are no CLEC comments, a final notification will not be provided and the changes will be effective according to the date provided in the original notification.

If the CLECs do not accept Qwest's response, any CLEC may elect to escalate or pursue dispute resolution in accordance with the agreed upon CMP Escalation Process or Dispute Resolution Process. (See Sections 14.0 and 15.0)

5.4.4 Level 3 Changes

Level 3 changes are defined as changes that have moderate effect on CLEC operating procedures and require more lead-time before implementation than Level 2 changes. Qwest will provide initial notification of Level 3 changes at least thirty-one (31) calendar days prior to implementation.

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Level 3 Change Categories are:

- NC/NCI code changes
- Adding of new features to existing products (excluding resale)
- Customer-facing Center hours and holiday schedule changes
- Modify/change existing manual process
- Expanding the availability and applicability or functionality of an existing product or existing feature (excluding resale)
- Regulatory Orders that mandate a product/process change to be effective in twenty-one (21) days or more

For any change that Qwest considers a Level 3 change that does not specifically fit into one of the categories listed above, Qwest shall issue a Level 3 notification.

5.4.4.1 Level 3 Process/Deliverables

For Level 3 changes, Qwest will provide a notification to CLECs. Level 3 notifications will state the disposition level 3, description of change, proposed implementation date, and CLEC/Qwest comment cycle timeframes. Level 3 notifications will only include Level 3 changes and any dependent Level 1 and Level 2 changes. Level 3 notifications of Tech Pub changes may include notification of any Level 1, Level 2 and Level 3 change.

For a Level 3 notification that Qwest believes should fall under a different Level, Qwest will propose the Level under which it believes that change should be processed. CLECs and Qwest will discuss the proposal in the next Monthly CMP Product/Process Meeting. In addition to the notification, any documentation changes required to PCATs and Non-FCC Tech Pubs will be red-lined and available for review in the Document Review section of the CMP Web site, <http://www.qwest.com/wholesale/cmp/review.html>, commonly known as the Document Review site. In the Document Review site, a comment button will be available next to the document to allow CLECs to provide written comments. For Level 3 changes that do not impact PCATs or Non-FCC Tech pubs, a link will be provided within the notification for comments.

Qwest will provide initial notification of Level 3 changes at least thirty-one (31) calendar days prior to implementation and adhere to the following comment cycle:

- CLECs have fifteen (15) calendar days following initial notification of the change to provide written comments on the notification
- Qwest will reply to CLEC comments no later than fifteen (15) calendar days following the CLEC cut-off for comments. The Qwest reply will also include confirmation of the implementation date. In the event there are extenuating circumstances, (e.g., requested change requires significant research, information is required from national standards body or industry (e.g., Telcordia)), Qwest's response will indicate the course of action Qwest is taking and Qwest will provide additional information when available. Once the information is available, Qwest will provide a notification and any available updated documentation (e.g., Tech Pubs, PCATs) at least fifteen (15) calendar days prior to implementation. If Qwest extends the comment response period, Qwest will present an update on the response at each Monthly CMP Product/Process Meeting until final notification is distributed.

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- Qwest will implement no sooner than fifteen (15) calendar days after providing the response to CLEC comments. For example, if there are no CLEC comments, Qwest may send out a final notification on the first day following the CLEC cut-off for comments (day 16 after the initial notification). Thus, implementation would be thirty-one (31) days from the initial notification. However, if Qwest does not respond to the CLEC comments until the 15th day after the CLEC cut-off for comments, the earliest possible implementation date would be forty-five (45) calendar days from the initial notification.

CLEC comments must be provided during the comment cycle as outlined for Level 3 changes. Comments may be one of the following:

- General comments regarding the change (e.g., clarification, request for modification)
- Request to change disposition level of a noticed change
 - If the request is for a change to Level 4, the request must include substantive information to warrant a change in disposition (e.g., business need, financial impact).
 - A request to change disposition level to a Level 0, Level 1 or Level 2 is not required to include substantive information to warrant a change.
- Request for postponement of implementation date, or effective date

For general comments, Qwest will respond to comments and provide a final notification of the change. Additionally, Qwest will provide documentation of proposed changes to Qwest PCATs and Non-FCC Tech Pubs available to CLECs and implement the change(s) according to the timeframes put forth above.

CLECs and Qwest will discuss requests to change the disposition level of notified changes at the next Monthly CMP Product/Process Meeting. In the event that timing doesn't allow for discussion at the upcoming Monthly CMP Product/Process Meeting, Qwest will call a special ad hoc meeting to address the request. If the parties are not able to reach agreement on any such request, CLECs and Qwest will take a vote in accordance with Section 17.0. The result will be determined by the Majority. If the disposition level of a change is modified, from the date of the modification forward, such change will proceed under the modified level with notifications and timelines agreed to by the participants. Except that, within five (5) business days after the disposition level is changed to a Level 1, Qwest will provide a Level 1 notification.

For a request for postponement of a Level 3 change, Qwest will follow the procedures as outlined in Section 5.5 of this document.

If the CLECs do not accept Qwest's response, any CLEC may elect to escalate or pursue dispute resolution in accordance with the agreed upon CMP Escalation or Dispute Resolution procedures. (See Sections 14.0 and 15.0)

5.4.5 Level 4 Changes

Level 4 changes are defined as changes that have a major effect on existing CLEC operating procedures or that require the development of new procedures. Level 4 changes will be originated using the CMP CR process and provide CLECs an opportunity to have input into the development of the change prior to implementation.

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Level 4 Change Categories are:

- New products, features, services (excluding resale)
- Increase to an interval in Qwest's Service Interval Guide (SIG)
- Changes to CMP
- New PCAT/Tech Pub for new processes
- New manual process
- Limiting the availability and applicability or functionality of an existing product or existing feature
- Addition of a required field on a form excluding mechanized forms that are changed through an OSS Interface CR (See Section 5.1)

For any noticed change that Qwest considers a Level 4 change that does not specifically fit into one of the categories listed above, Qwest shall issue a Level 3 notification with an indication in the notification that Qwest believes the change should be a Level 4 change.

5.4.5.1 Level 4 Process/Deliverables

Qwest will submit a completed Change Request no later than fourteen (14) calendar days prior to the Monthly CMP Product/Process Meeting. At a minimum, each Change Request will include the following information:

- A description of the proposed change
- A proposed implementation date (if known)
- Indication of the reason for change (e.g., regulatory mandate)
- Basis for disposition of Level 4

Within two (2) business days from receipt of the CR:

- The Qwest CMP Manager assigns a CR Number and logs the CR into the CMP Database
- The Qwest CMP Manager sends acknowledgment of receipt to the CR originator and updates the CMP Database

Within two (2) business days after acknowledgement:

- The Qwest CMP Manager posts the detailed CR report to the CMP Web site
- The CMP Manager assigns a Change Request Project Manager (CRPM) and identifies the appropriate Director responsible for the CR
- The CRPM identifies the CR Subject Matter Expert (SME) and the SME's Director.
- The CRPM will provide a copy of the detailed CR report to the CR originator which includes the following information:
 - Description of CR
 - Assigned CRPM
 - Assigned CR number
 - Designated Qwest SME(s) and associated director(s)
 - Status of the CR (e.g., Submitted)

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Qwest will present the Change Request at the Monthly CMP Product/Process Meeting. The purpose of the presentation will be to:

- Clarify the proposal with the CLECs
- Confirm the disposition level of the Change (see below).
- Propose suggested input approach (e.g., a 2 hour meeting, 4 meetings over a two week period, etc.), and obtain agreement for input approach
- Confirm deadline, if change is mandated
- Provide proposed implementation date, if applicable

At the Monthly CMP Product/Process Meeting, the parties will discuss whether to treat the Change Request as a Level 4 change. If the parties agree, the Change Request will be reclassified as a Level 0, 1, 2 or 3 change, and the change will follow the process set forth above for Level 0, 1, 2, or 3 changes, as applicable. If the parties do not agree to reclassify the Change Request as a Level 0, 1, 2 or 3 change, the following process will apply:

- The parties will develop a process for Qwest to obtain CLEC input into the proposed change. Examples of processes for input include, but are not limited to, one-day conferences, multi-day conferences, or written comment cycles.
- After completion of the input cycle, as defined during the Monthly CMP Product/Process Meeting, Qwest will modify the CR, if necessary, and design the solution considering all CLEC input.
- For Level 4 changes, when the solution is designed and all documentation is available for review, a notification of the planned change is provided to the CLECs. Level 4 notifications will only include Level 4 changes and any dependent Level 1, Level 2 changes, and Level 3 changes. Level 4 notifications of Tech Pub changes may include notification of any Level 1, Level 2, Level 3, and Level 4 change. This notification will be provided at least thirty one (31) calendar days prior to implementation. The notification will contain reference to the original CR, proposed implementation date, and the CLEC/Qwest comment cycle. In addition, any documentation changes required to PCATs and Non-FCC Tech Pubs will be red-lined and available for review in the Document Review site with a Comment button available to provide written comments. For Level 4 changes that do not impact PCATs or Non-FCC Tech Pubs, a comments link will be provided within the notification.
- CLECs have fifteen (15) calendar days following notification of the planned change to provide written comments on the notification
- Qwest will reply to CLEC comments no later than fifteen (15) calendar days following the CLEC cut-off for comments. The Qwest reply will also include confirmation of the implementation date. In the event there are extenuating circumstances, (e.g., requested change requires significant research, information is required from national standards body or industry (e.g., Telcordia)), Qwest's response will indicate the course of action Qwest is taking and Qwest will provide additional information when available. Once the information is available Qwest will provide a notification and any available updated documentation (e.g., Tech Pubs, PCATs) at least fifteen (15) calendar days prior to implementation. If Qwest extends the comment response period, Qwest will present an update on the response at each Monthly CMP Product/Process Meeting until final notification is distributed.

Note: Throughout this document, OSS Interfaces are defined as existing or new gateways (including application-to-application interfaces and Graphical User Interfaces), connectivity and system functions that support or affect the pre-order, order, provisioning, maintenance and repair, and billing capabilities for local services (local exchange services) provided by CLECs to their end users

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- Qwest will implement no sooner than fifteen (15) calendar days after providing the response to CLEC comments. For example, if there are no CLEC comments, Qwest may send out a final notification on the first day following the CLEC cut-off for comments (day 16 after the initial notification). Thus, implementation would be thirty one (31) days from the initial notification. However, if Qwest does not respond to the CLEC comments until the 15th day after the CLEC cut-off for comments, the earliest possible implementation date would be forty five (45) calendar days from the initial notification.

CLEC comments must be provided during the comment cycle as outlined for Level 4. CLEC comments may be one of the following:

- General comments regarding the change (e.g., clarification, request for modification)
- Request for postponement of implementation, or effective date for which comments are being provided.

For general comments, Qwest will respond to comments and provide a final notification of the change. Additionally, Qwest will provide documentation of proposed changes to Qwest PCATs and Non-FCC Tech Pubs available to CLECs and implement the change(s) according to the timeframes put forth above.

For a request for postponement of a Level 4 change, Qwest will follow the procedures as outlined in Section 5.5 of this document.

If the CLECs do not accept Qwest's response, any CLEC may elect to escalate the CR or pursue the Dispute Resolution Process in accordance with Section 15.0.

5.5 Postponement and Arbitration of a Product/Process Change

A CLEC may request that Qwest postpone the implementation of a Qwest-originated or CLEC-originated product/process change in accordance with this section.

5.5.1 Timeframe for Request for Postponement

A CLEC invokes the Postponement Process in accordance with the conditions and timeframes specified below:

5.5.1.1 Qwest-Originated Product /Process Changes

For Qwest-originated Level 3 or Level 4 product/process changes, if a CLEC intends to invoke the postponement process, it must do so during the final CLEC comment period.

If, however, in its response to CLEC comments Qwest revises the proposed change and that revision materially impacts a CLEC, a CLEC may invoke the postponement process within five (5) business days after the issuance of Qwest's final notification of the change.

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Qwest Wholesale Change Management Process Document –01-30-06**5.5.1.2 CLEC-Originated Product/Process Changes**

For CLEC-originated product/process changes, if a CLEC intends to invoke the postponement process, it must do so during the CLEC comment period applicable to the notification called for in Section 5.3.1.

If, however, in its response to CLEC comments Qwest revises the proposed change and that revision materially impacts a CLEC, a CLEC may invoke the postponement process within five (5) business days after the issuance of Qwest's final notification of the change.

5.5.1.3 A CLEC may Join or Oppose a Postponement Request

A CLEC may only join or oppose a postponement request if it submits a request to join or oppose the postponement request within two (2) business days after the issuance date of Qwest's notification to the CLECs that a postponement request has been received by Qwest.

5.5.2 Process for Initiating a Postponement Request**5.5.2.1 CLEC Initiates Postponement Request by E-mail**

A request for postponement, a request to join a postponement request or opposition to a postponement request must be sent to the Qwest CMP Postponement e-mail address (cmpesc@qwest.com).

The subject line of the request must include:

- CLEC Company Name
- POSTPONEMENT
- Change Request (CR) number or Notification Subject Line and Notification Date as appropriate

5.5.2.1.1 Required Content for Request for Postponement

A CLEC may request that Qwest postpone implementation of all or part of the proposed change until the issue is resolved in CMP or until the dispute is resolved pursuant to the Dispute Resolution Process (Section 15.0). In its request for postponement, whether initiating or joining a postponement request, a CLEC shall provide the following information, if relevant:

- The basis for the request for a postponement;
- The extent of the postponement requested, including the portions of the proposed change to be postponed and length of requested postponement;
- The harm that the CLEC will suffer if the proposed change is not postponed, including the business impact on the CLEC if the proposed change is not postponed; and
- Whether and how the CLEC alleges that the proposed change violates its interconnection agreement(s) or any applicable commission rules or any applicable law.

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Qwest Wholesale Change Management Process Document –01-30-06**5.5.2.1.2 Additional Requirement for Request for Postponement Arising from Revision**

If a CLEC requests a postponement because Qwest's response to CLEC comments includes a revision of the proposed change and that revision materially impacts a CLEC, such a request must contain a description of why Qwest's response affects the CLEC in a new or different way than the proposed change initially affected the CLEC, along with the information that would have been required if the CLEC submitted a request for postponement in its comments.

5.5.2.1.3 Opposition to a Postponement Request

If a CLEC wishes to oppose a postponement request, it must submit its opposition to a postponement request within the same time period that CLECs have to join a postponement request. Any opposition to a postponement request must include information responsive to the assertions made by the CLEC seeking postponement as called for in Section 5.5.2.1.1. For example, under Section 5.5.2.1.1, CLEC(s) seeking postponement must describe the harm it will suffer if the change is not postponed. In response to this assertion, a CLEC opposing a postponement request will state the harm it would suffer if Qwest does postpone the change.

5.5.2.2 Qwest will Work to Resolve CLEC Concerns

Following the receipt of a postponement request, Qwest will proactively work with the objecting CLEC(s) to resolve the concerns of the CLEC(s).

5.5.2.3 Qwest Acknowledges Receipt of Request and Notifies CLECs

Within two (2) business days after receipt of the postponement request, Qwest will acknowledge receipt of the postponement request or the request to join the postponement with an acknowledgment e-mail to the originator of the request. If the request does not contain the relevant information, as specified in Section 5.5.2.1.1, Qwest will notify the CLEC by the close of business on the following day, identifying and requesting information that was not originally included. When the postponement e-mail is complete, the acknowledgment e-mail will include:

- Date and time of receipt of postponement request
- Date and time of acknowledgment e-mail
- Qwest will give notification and post the postponement request and any associated responses on the CMP Web site within three (3) business days after receipt of the complete request or response.

5.5.3 Qwest's Determination of Postponement Request

The standard set forth in this section applies only to Qwest's postponement determination under this section and the arbitrator's determination under Section 5.5.4.5 and has no bearing on the standard applicable to any other review or determination.

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Qwest Wholesale Change Management Process Document –01-30-06**5.5.3.1 Standard for Determining whether to Postpone.**

Qwest will postpone the implementation of the proposed change whenever Qwest reasonably determines that postponing the proposed change will prevent more harm or cost to the requesting and any joining CLECs than postponing the proposed change imposes harm or cost upon Qwest or any CLECs who oppose the postponement. Qwest will postpone the implementation of the proposed change if it is inconsistent with a requesting or joining CLEC's interconnection agreement, applicable commission rule or law.

Qwest will not postpone the implementation of the proposed change whenever Qwest reasonably determines that postponing the proposed change will impose more harm or cost upon Qwest or any CLECs who oppose the postponement than postponing the proposed change will prevent harm or cost to the CLECs supporting the postponement. Qwest will provide in its response notification that the proposed change will not be postponed.

5.5.3.2 Qwest's Response to Request for Postponement

If Qwest decides to postpone the proposed change, it will provide the following information in its response:

- The time period (not less than thirty (30) calendar days) for which the proposed change will be postponed;
- The CLECs for which the proposed change will be postponed; and
- Any other details of the postponement, including the portions of the proposed change to be postponed and the length of the postponement.

If Qwest decides not to postpone the proposed change, it will provide in its response:

- The reason the requested postponement is not being implemented;
- An explanation of the harm and cost evaluation; and
- How Qwest alleges that the proposed change is consistent with interconnection agreement(s) or any applicable commission rules or any applicable law.

5.5.3.3 30-day Postponement if Request is Denied

If Qwest does not grant the requested postponement, Qwest will not implement the objected-to proposed change for at least thirty (30) calendar days following notification to CLECs that Qwest will not postpone the proposed change.

5.5.4 Optional Arbitration Process for Interim Postponement of Disputed Changes while Dispute Resolution Proceeds

If Qwest does not postpone a proposed change and a CLEC has initiated Dispute Resolution proceedings (Section 15.0) with regard to the proposed change, the CLEC has the option to request a neutral arbitrator to determine whether Qwest must postpone implementation of that proposed change. This optional arbitration provides interim relief only and is limited to the question of whether Qwest must postpone implementation of the proposed change until the

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dispute or the postponement request is resolved under the Dispute Resolution process. The arbitrator's decision will have application in all of the states where the CLEC initiates Dispute Resolution proceedings on the issue. As decisions on the dispute or the postponement request are made in each state, such decisions will supersede the determination of the arbitrator for that state.

All references in Section 5.5.4 (including all subsections) to “CLEC” and “CLECs” include all CLECs who have submitted or joined requests for postponement of a proposed change, initiated Dispute Resolution proceedings and seek arbitration for the interim postponement of the same proposed change. There may be multiple CLECs seeking postponement of the same proposed change in any given state. Such CLECs will, to the greatest extent possible, cooperate with one another to select a single arbitrator to address the issue of interim postponement for a given state. In the event that one or more CLECs have initiated Dispute Resolution proceedings on the issue of interim postponement of the same proposed change in multiple states, such CLECs may agree to the use of a single arbitrator to address such issue for all such states.

References in Section 5.5.4 (including all subsections) to “parties” will include Qwest and all CLECs who have submitted or joined requests for postponement of the same proposed change, initiated Dispute Resolution proceedings and seek arbitration for the interim postponement of that proposed change. However, the reference to “all parties” in Section 5.5.4.1.1 means Qwest and all CLECs in CMP who have received proper notification, in accordance with Section 3.0, about selection of individuals for the Agreed Arbitrators List and participated in the selection discussions.

This optional arbitration process set forth below does not apply to any proceeding before a regulatory or other authority.

5.5.4.1 Selection of Arbitrator

If a CLEC chooses arbitration under this section, the parties shall select a neutral arbitrator by agreeing to an individual or by following the processes set forth below to select an arbitrator from an alternative dispute resolution organization.

5.5.4.1.1 Agreed Arbitrators List

Qwest and the CLECs may, by mutual agreement, develop a list of individual arbitrators to which all parties agree as an additional source for selection of a neutral arbitrator (Agreed Arbitrators List). Names of arbitrators may be added to the list at any time upon agreement of all parties. Qwest or any CLEC may strike an individual arbitrator from the Agreed Arbitrators List at any time, except that Qwest or any CLEC may not strike an arbitrator from the list while an arbitration initiated under this provision is pending before that arbitrator. If a CLEC chooses a name from the Agreed Arbitrators List, that individual will be the arbitrator.

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Qwest Wholesale Change Management Process Document –01-30-06**5.5.4.1.2 Alternative Dispute Resolution Organization**

If a CLEC does not choose an individual arbitrator from the Agreed Arbitrators List, or if Qwest and CLECs do not otherwise agree on an individual arbitrator, then Qwest and the CLEC shall select a neutral arbitrator from any of the following pursuant to the process set forth below: Judicial Arbitrator Group (JAG), American Arbitration Association (AAA), JAMS, or any other mutually agreeable alternative dispute resolution organization. Within two (2) business days after receipt of Qwest's acknowledgment e-mail, the CLEC shall advise the alternative dispute resolution organization and Qwest of the identity of the parties and the nature of the dispute and the CLEC shall acquire from JAG, AAA, JAMS, or other alternative dispute resolution organization as to which agreement is reached, a list of 5 potential arbitrators who have no apparent conflict of interest or any circumstances likely to affect their impartiality or independence and who have experience in handling general commercial disputes, along with a brief summary of each potential arbitrator's relevant background and experience. The CLEC shall forward the list to the specified Qwest contact as soon as practicable after it receives the list, along with the identity of the two of the five potential arbitrators the CLEC wishes to strike from the list. Within one business day after receipt of the list and indication of the potential arbitrators the CLEC has stricken, Qwest will respond to the CLEC contact with the two additional names Qwest wishes to strike from the list.

5.5.4.2 Initiating Postponement Arbitration

A CLEC initiates arbitration for interim postponement of Qwest's implementation of a proposed change under this provision by sending an e-mail to Qwest at cmpec@qwest.com. The e-mail must include, at a minimum, the following:

- Subject line that includes "Postponement" and the CR [insert number] or Notification Subject Line
- The CLEC's contact person for matters relating to the postponement arbitration and method of communication (e.g., e-mail address or facsimile number)
- A statement that the CLEC desires to have a neutral arbitrator decide whether Qwest must postpone implementation of the change until the request for postponement is decided by the regulatory or other authority
- A copy of the documents that the CLEC filed with the Regulatory or other authority to initiate the dispute resolution
- The identity of the alternative dispute resolution organization or individual arbitrator the CLEC proposes to use

Within two (2) business days after receipt of the Request for Postponement Arbitration, Qwest shall respond with an e-mail acknowledging receipt of the Request for Postponement Arbitration. The e-mail must include, at a minimum, the following:

- A subject line that includes "Acknowledgment of Request for Postponement" and the CR [insert number] or Notification Subject Line
- Qwest's contact person for matters relating to the postponement arbitration and method of communication (e.g., e-mail address or facsimile number)

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- If the Request for Postponement Arbitration identifies an alternative dispute resolution organization other than those listed in Section 5.5.4.1.2 or individual other than those on the Agreed Arbitrators List, Qwest's acknowledgment will state whether it agrees to the use of that alternative dispute resolution organization or individual arbitrator and, if it does not agree, Qwest will identify an organization or individual arbitrator that appears on the Agreed Arbitrator List that it agrees to use.

Qwest and the CLEC shall communicate with one another regarding matters relating to the postponement arbitration through the contact person and by the method of communication designated in accordance with the process set forth above.

5.5.4.3 No Unilateral Communication with Arbitrator or Potential Arbitrator

Neither Qwest nor the CLEC, and no person acting on behalf of either Qwest or the CLEC, shall communicate unilaterally concerning the arbitration with the arbitrator or any potential arbitrator.

5.5.4.4 Scope of Authority of the Arbitrator

The arbitrator shall decide only the issue of whether Qwest must postpone implementation of the change. The arbitrator shall not have authority to award any damages or make any other determination outside this scope.

If the CLEC has initiated dispute resolution with regard to the same change in more than one state, a single arbitrator can decide the postponement issue for all states in which the CLEC has initiated dispute resolution proceedings regarding the same issue.

This arbitration option is not an exclusive remedy and does not preclude any CLEC from using appropriate state commission procedures, expedited or otherwise, to raise issues or seek a postponement.

5.5.4.5 Arbitrator's Decision

The arbitrator shall decide the issue upon written submissions. The CLEC and Qwest both shall submit their position statements to the arbitrator and to each other by e-mail or facsimile within one business day from the date on which agreement regarding the identity of the arbitrator is reached.

In determining whether Qwest must postpone implementation of a proposed change, the arbitrator must apply the standards set forth in Section 5.5.3.1.

The arbitrator must provide his/her decision to Qwest and the CLECs within five (5) business days after receipt of the parties' position statements. The arbitrator's decision must be in writing, signed by the arbitrator, and must include a brief summary of the basis for the decision.

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Qwest Wholesale Change Management Process Document –01-30-06**5.5.4.6 Effect of Arbitrator's Decision**

The parties agree to abide by the arbitrator's decision regarding a postponement of implementation in the state in which the decision applies until the decision expires. If the arbitrator's decision applies to more than one state, the decision will expire on a state by state basis. Unless the parties agree otherwise, the arbitrator's decision expires in a state when the first of any of the following occurs in that state:

- The regulatory or other authority from whom the CLEC has requested a postponement rules on the postponement request; or
- The dispute resolution proceeding initiated by the CLEC regarding the proposed change is dismissed, withdrawn, or otherwise concluded without a ruling on the CLEC's request for a postponement; or
- Any regulatory or other authority orders otherwise at the request of Qwest or the CLEC.

The arbitrator's decision regarding postponement of implementation is not binding precedent and shall have no precedential or persuasive value. The parties shall not cite or present the content of any arbitrator's decision as having precedential or persuasive value.

5.5.4.7 Arbitration Costs

Each party shall bear the costs it incurs in preparing and presenting its own case. The party against whom the issue is decided shall pay the costs for the arbitrator.

5.6 Comparability of Change Request Treatment

When a CLEC or Qwest submits a Product/Process CR in CMP, Sections 5.3 and 5.4, respectively, are applicable. While the processes contained in these sections are not identical, Qwest and the CLECs intend that the events and timeframes associated with Qwest and CLEC Product/Process CRs will be the same in all material respects for CRs that are comparable. Comparability of CRs is determined based on relative complexity, time for implementation and other relevant factors. The parties agree to periodically assess the time required to complete comparable CRs. To facilitate this assessment, Qwest will document the amount of time it takes to evaluate a Qwest originated Product/Process CR prior to CR submission to compare to the documented time it takes to evaluate a CLEC Product/Process CR. Evaluation time for Qwest Product/Process CRs shall include only activities similar to those Qwest performs for a CLEC originated Product/Process CR after CR submission until Qwest issues its final response.

5.7 Crossover Change Requests

During the operation of this CMP, there may be situations when systems CRs have requirements for product/process discussions or solutions, or when product/process CRs require System solutions. These crossover CR situations exist in three basic categories:

Category A. If a CR submitted to the product/process CMP is discovered to require a mechanized solution the following will occur:

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- Qwest will open a new systems CR, on behalf of the original CR originator, with a reference to the product/process CR number
- Qwest will close the product/process CR with a reference to the new systems CR number
- The new systems CR will comply with the CMP OSS Interface CR process(See Section 5.1)

Category B. If a CR submitted to the Systems CMP is discovered to require a manual solution the following will occur:

- Qwest will open a product/process CR, on behalf of the original CR originator, with a reference to the systems CR number;
- Qwest will close the systems CR with a reference to the new product/process CR number.
- This CR will comply with the CMP product/process CR process.

Category C. If a CR submitted to the Systems CMP is discovered to require an interim manual solution, the CR will be tracked as a systems CR for the length of the CR lifecycle including the development and implementation of both the interim manual and final mechanized solutions. In these situations, Qwest will open a second systems CR with the same number as the original CR and a “MN” suffix.

The determination to close and open CRs as described above will be made by the CMP body at a Monthly CMP Product/Process Meeting.

If a CR becomes a crossover CR, Qwest may request an ad hoc clarification meeting with the CR originator or request that a portion of the appropriate Monthly CMP Meeting be devoted to discussing the CR. If a CR is closed in one CMP arena and opened in the other, the new CR will retain the status, where feasible, and the date submitted of the old, “closed” CR. Under no circumstances will the CR be restarted.

All crossover CRs will be distinctly labeled in the Monthly CMP Meeting distribution packages and addressed as a separate item on the Monthly CMP Meeting agenda. All crossover CRs (including those closed in Categories A and B) will include the “X” designation identified in Section 5.9. All Regulatory and Industry Guideline CRs will be submitted as systems CRs and maintained in the Systems database until closure, or until they are deemed to require a manual process solution, at which point they will become product/process CRs.

5.8 Change Request Status Codes

The following status codes will be applied to Change Requests of all types (i.e., Regulatory, Industry Guideline, Qwest Originated, CLEC Originated). The status of the CR will be included in the interactive reports. CR status codes will not necessarily be assigned in the order set forth below, and not every status code will apply to every CR.

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- Submitted - A CR is updated to Submitted status when Qwest's CMP Manager has formally acknowledged the CR. The CR remains in Submitted status until Qwest has conducted a clarification meeting with the originator.
- Clarification – A CR is updated to Clarification status once the clarification meeting has been held with the originator.
- Evaluation – A CR is updated to Evaluation status if the CR requires further investigation by Qwest.
- Presented – A CR is updated to Presented status after the originator has presented it at the Monthly CMP Meeting.
- Pending Prioritization – The Pending Prioritization status is only applicable to CRs for which the impacted OSS Interface requires prioritization (e.g. IMA). A CR is updated to Pending Prioritization status after it has been presented and is waiting for Prioritization.
- Prioritized - The Prioritized status is only applicable to CRs for which the impacted interface is an OSS Interface that requires prioritization (e.g., IMA). A CR is updated to Prioritized status once it has been presented for prioritization and the Prioritization Process (Section 10.2) has been completed.
- Packaged -- A CR is updated to Packaged status from Prioritized status if it is included in the packaging option chosen for the release. Design work is continued on change requests that have been packaged. CRs not updated to Packaged status (from Prioritized status) will revert to Pending Prioritization status.
- Development – A product/process CR is updated to a Development status when Qwest's response requires development of a new or revised process. A systems CR is updated to Development status when development begins for the next OSS Interface Release.
- CLEC Test – A CR is updated to the CLEC Test status upon the effective date of the change. CLECs have the ability to evaluate the effectiveness of Qwest's change and its implementation, provide feedback, and indicate whether further action is required. Through interaction between Qwest and the interested CLECs, a product/process Change as initially implemented may undergo modification. Depending on the magnitude of such modifications, it may be appropriate to return the CR to Development status. Problems found with newly deployed Systems changes will be handled in accordance with Production Support process as described in Section 12.0. Certain processes in Section 12.0 are also applicable to product/process changes. If no further action is required for a consecutive 60 day period, the status is updated to Completed, unless the parties agree otherwise.
- Completed – A CR is updated to Completed status when the CLECs and Qwest agree that no further action is required to fulfill the requirements of the CR.
- Denied – A CR is updated to Denied status when Qwest denies the CR.
- Deferred - A CR is updated to Deferred status if the originator does not intend to escalate or dispute the CR at the present time, but wants the ability to activate or close the CR at a later date.
- Pending Withdrawal – A CR is updated to a status of Pending Withdrawal when the originator requests that a CR be withdrawn from the CMP process. Change Requests with a status of Pending Withdrawal are reviewed at the appropriate Monthly CMP Meeting to determine if another party wishes to sponsor the CR.
- Withdrawn - The CR receives a Withdrawn status when the CR originator requests that the CR be withdrawn from the CMP and the CR is not sponsored by another party.

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Qwest Wholesale Change Management Process Document –01-30-06**5.9 Change Request Designations**

In certain circumstances CR numbers will require special suffix designations to identify certain characteristics. Suffixes include:

- “CM” - Changes to the CMP framework
- “DR” - Dispute Resolution Process invoked on a CR
- “ES” - Escalation Process invoked on a CR
- “EX” - Change being implemented utilizing the Exception process
- “IG” - Industry Guideline CR
- “MN” – CR for a manual workaround related to an OSS Interface Change Request
- “RG” - Regulatory CR
- “SC” - Change being implemented as an SCRIP request
- “X” - Crossover CR

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Qwest Wholesale Change Management Process Document –01-30-06**6.0 OSS INTERFACE RELEASE CALENDAR**

Qwest will provide a rolling 12 month OSS Interface Release calendar in the distribution package of the first scheduled Monthly CMP Systems Meeting of each quarter. The calendar will show Release schedules, for all OSS Interfaces within the scope of CMP starting in that quarter and for a total of 12 months in the future. The following schedule entries will be made available, when applicable:

- Name of OSS Interface
- Date for CMP CR Submission Cutoff (for prioritized OSS Interfaces)
- Date for issuing Draft Release Notes
- Date when Initial Notification for new OSS Interfaces will be issued
- Date when Initial Notification for OSS Interface retirements will be issued
- Date when comparable functionality for OSS Interface retirements will be available
- Date for issuing Initial or Draft Technical Specifications
- Comment cycle timeline
- Prioritization, packaging and commitment timeline (for prioritized OSS Interfaces)
- Date for issuing Final Technical Specifications
- Testing period
- Date for issuing Final Release Notes
- Planned Release Production Date
- Release sunset dates (as applicable)

The OSS Interface Release calendar will be posted on the CMP Web site as a stand-alone document.

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Qwest Wholesale Change Management Process Document –01-30-06**7.0 INTRODUCTION OF A NEW OSS INTERFACE**

The process for introducing a new OSS Interface will be part of this CMP. Introduction of a new OSS Interface may include an application-to-application or a Graphical User Interface (GUI).

It is recognized that the planning cycle for a new OSS Interface, of any type, may be greater than the time originally allotted. In that case, discussions between CLECs and Qwest will be held prior to the announcement of the new OSS Interface.

With a new OSS Interface, CLECs and Qwest may define the scope of functionality introduced as part of the OSS Interface.

7.1 Introduction of a New Application-to-Application Interface

At least two hundred and seventy (270) calendar days in advance of the planned Release Production date of a new application-to-application interface, Qwest will issue a Release Notification, post the Preliminary Interface Implementation Plan on Qwest's Web site, and host a design and development meeting.

7.1.1 Initial Release Notification

The Initial Release Notification will include:

- Where practicable, the Release Announcement and Preliminary Interface Implementation Plan will include: Proposed functionality of the OSS Interface including whether the OSS Interface will replace an existing OSS Interface
- Proposed implementation timeline (e.g., milestone dates, CLEC/Qwest comment cycle)
- Proposed meeting date to review the Preliminary Interface Implementation Plan
- Exceptions to industry guidelines/standards, if applicable
- Planned Release Production Date

7.1.2 CLEC Comments to Initial Release Notification

CLECs have fourteen (14) calendar days from the Initial Release Notification to provide written comments/questions on the documentation. CLECs may submit comments via the Qwest CMP comment Web site at <http://www.qwest.com/wholesale/cmp/comment.html>.

7.1.3 Qwest Response to CLEC Comments

Qwest will respond with written answers to all CLEC issues within twenty-one (21) calendar days after the Initial Release Notification.

Note: Throughout this document, OSS Interfaces are defined as existing or new gateways (including application-to-application interfaces and Graphical User Interfaces), connectivity and system functions that support or affect the pre-order, order, provisioning, maintenance and repair, and billing capabilities for local services (local exchange services) provided by CLECs to their end users

Note: Throughout this document, the terms "include(s)" and "including" mean "including, but not limited to."

Qwest Wholesale Change Management Process Document –01-30-06**7.1.4 Preliminary Implementation Plan Review Meeting**

Qwest will review CLEC comments and the implementation schedule at the Preliminary Implementation Plan Review Meeting no later than two hundred and forty-two (242) calendar days prior to the Release Production Date.

7.1.5 Draft Interface Technical Specifications

Qwest will issue a notification associated with draft interface Technical Specifications no later than one hundred twenty (120) calendar days prior to implementing the Release. In addition, Qwest will confirm the schedule for the walk through of Technical Specifications, CLEC comments, and Qwest response cycle.

The Draft Interface Technical Specification notification will include:

- Purpose
- Logistical information (including a conference line) for walk through
- Reference to draft Technical Specifications, or Web site
- Additional pertinent material
- CLEC Comment/Qwest Response cycle
- Draft connectivity and firewall rules
- Draft Test Plan

7.1.6 Walk Through of Draft Interface Technical Specifications

Qwest will sponsor a walk through, including the appropriate internal Subject Matter Experts (SMEs), between one-hundred and ten (110) calendar days prior to Release Production and one hundred and six (106) calendar days prior to the Release Production Date. A walk through will afford CLEC SMEs the opportunity to ask questions and discuss specific requirements with Qwest's technical team and will take as much of this period as is necessary to address CLECs' questions. CLECs are encouraged to invite their technical experts, systems architects, and designers, to attend the walk through.

Qwest will lead the review of Draft Interface Technical Specifications. Qwest technical experts will answer the CLEC SMEs' questions. Qwest will capture action items such as requests for further clarification. Qwest will follow-up on all action items.

7.1.7 CLEC Comments on Draft Interface Technical Specifications

If the CLEC identifies issues or requires clarification, the CLEC must send written comments/concerns to Qwest no later than one-hundred and four (104) calendar days prior to the Release Production Date. CLECs may submit comments via the Qwest CMP comment Web site at <http://www.qwest.com/wholesale/cmp/comment.html>.

Note: Throughout this document, OSS Interfaces are defined as existing or new gateways (including application-to-application interfaces and Graphical User Interfaces), connectivity and system functions that support or affect the pre-order, order, provisioning, maintenance and repair, and billing capabilities for local services (local exchange services) provided by CLECs to their end users

Note: Throughout this document, the terms "include(s)" and "including" mean "including, but not limited to."

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7.1.8 Qwest Response to CLEC Comments

Qwest will review and respond with written answers to all CLEC issues, comments/concerns and action items captured at the walk through, no later than one hundred (100) calendar days prior to the Release Production Date. The answers will be shared with all CLECs, unless the CLECs question(s) are marked proprietary. Any changes that may occur as a result of the responses will be distributed to all CLECs in the Final Interface Technical Specifications notification. The Final Interface Technical Specifications notification will include the description of any change(s) made as a result of CLEC comments. The change(s) will be reflected in the final Technical Specifications.

7.1.9 Final Interface Technical Specifications

Generally, no later than one hundred (100) calendar days prior to the Release Production Date of the new OSS Interface, Qwest will issue the Final Technical Specifications to CLECs via Web site posting and a CLEC notification.

The Final Interface Technical Specifications notification will include:

- Summary of changes from Qwest response to CLEC comments on Draft Technical Specifications
- If applicable, Indication of type of change (e.g., documentation change, business rule change, clarification change)
- Purpose
- Reference to Final Technical Specifications, or Web site
- Additional pertinent material
- Final Connectivity and Firewall Rules
- Final Test Plan (including Joint Testing Period)
- Final Release Production Date
- Qwest response to CLEC comments

The implementation timeline for the Release will not begin until Final Interface Technical Specifications are provided. Production Support type changes within the thirty (30) calendar day test window can occur without advance notification but will be posted within twenty four (24) hours of the change.

7.2 Introduction of a New GUI

7.2.1 Initial Release Notification

Qwest will issue an Initial Release Notification no later than forty-five (45) calendar days in advance of the Release Production Date. This will include:

Note: Throughout this document, OSS Interfaces are defined as existing or new gateways (including application-to-application interfaces and Graphical User Interfaces), connectivity and system functions that support or affect the pre-order, order, provisioning, maintenance and repair, and billing capabilities for local services (local exchange services) provided by CLECs to their end users

Note: Throughout this document, the terms “include(s)” and “including” mean “including, but not limited to.”

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- Proposed functionality of the OSS Interface including whether the new OSS Interface will replace an existing OSS Interface.
- Implementation timeline (e.g., milestone dates, CLEC/Qwest comment cycle, GUI overview meeting date)
- Release Production Date
- Logistics for GUI Overview Meeting

7.2.2 Draft Release Notes

Qwest will issue a Draft Release Notes notification no later than twenty-eight (28) calendar days in advance of the planned Release Production Date of a new GUI. At a minimum, the notification will include:

- Draft User Guide
- How and When Training will be administered

7.2.3 GUI Overview Meeting

The GUI Overview meeting will be held no later than twenty-seven (27) calendar days prior to the Release Production Date. At the meeting, Qwest will present an overview of the new OSS Interface.

7.2.4 CLEC Comments

At least twenty-five (25) calendar days prior to the Release Production Date. CLECs must forward their written comments and concerns to Qwest. CLECs may submit comments via the Qwest CMP comment Web site at <http://www.qwest.com/wholesale/cmp/comment.html>.

7.2.5 Qwest Response to CLEC Comments

Qwest will consider CLEC comments and respond with written answers as part of the Final Notification.

7.2.6 Final Release Notes

Qwest will issue Final Release Notes notification no later than twenty-one (21) calendar days prior to the Release Production date. The notification will include:

- A summary of changes from the Draft Release Notes notification, including type of changes (e.g., documentation change, clarification, business rule change).
- Final User Guide
- Final Training information
- Final Release Production Date.
- Qwest response to CLEC comments

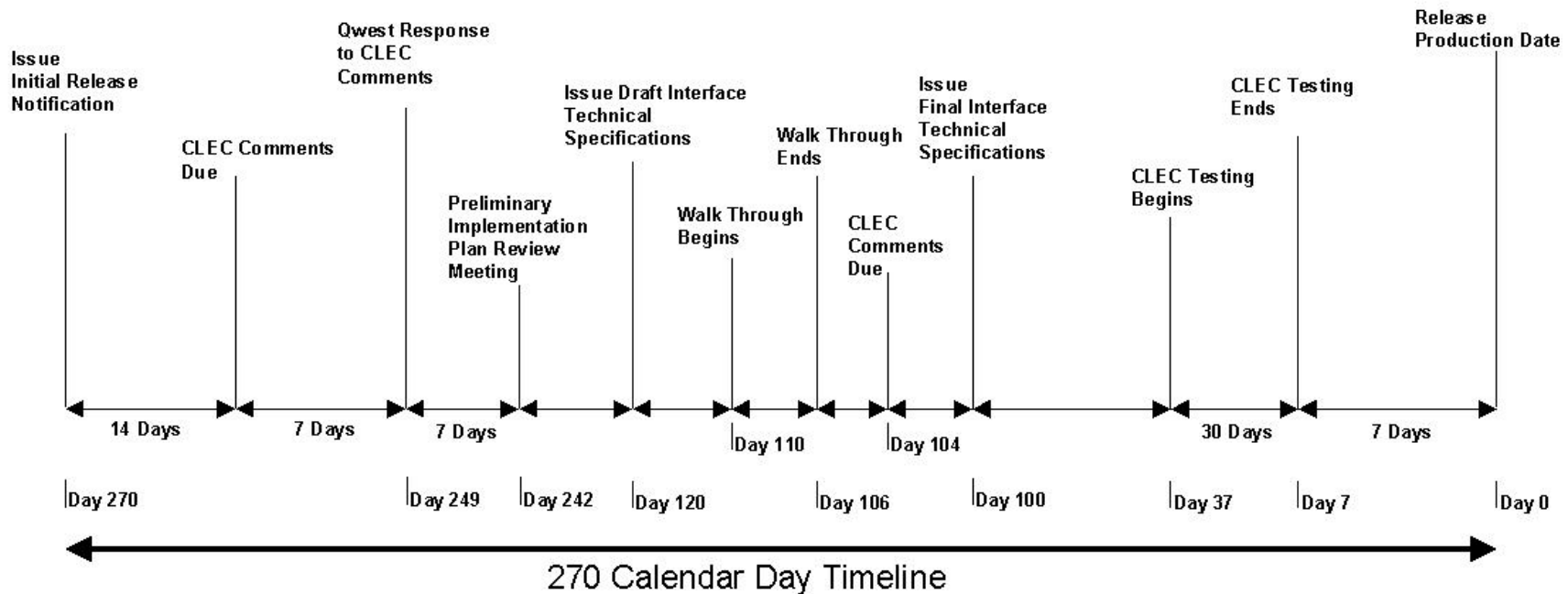
Note: Throughout this document, OSS Interfaces are defined as existing or new gateways (including application-to-application interfaces and Graphical User Interfaces), connectivity and system functions that support or affect the pre-order, order, provisioning, maintenance and repair, and billing capabilities for local services (local exchange services) provided by CLECs to their end users

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Figure 2: Introduction of a New Application-to-Application OSS Interface Timeline

**Qwest-CLEC Change Management Process
Introduction of A New Application-to-Application OSS Interface
Timeline**



The events listed above are intended to occur on business days. If the date on which any event is scheduled to occur falls on a weekend or holiday, then Qwest and the CLECs may negotiate a revised timeline.

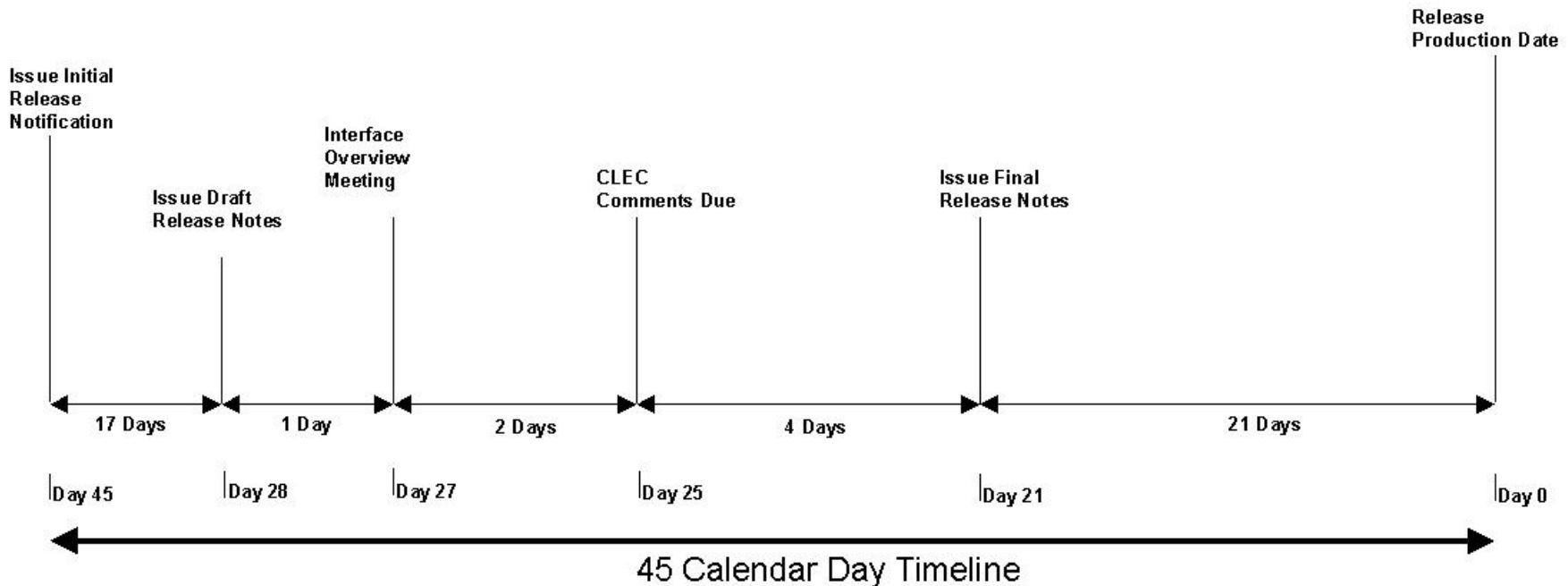
Note: Throughout this document, OSS Interfaces are defined as existing or new gateways (including application-to-application interfaces and Graphical User Interfaces), connectivity and system functions that support or affect the pre-order, order, provisioning, maintenance and repair, and billing capabilities for local services (local exchange services) provided by CLECs to their end users

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Figure 3: Introduction of a New Graphical User Interface (GUI) Timeline

Qwest-CLEC Change Management Process Introduction of A New Graphical User Interface (GUI) Timeline



The events listed above are intended to occur on business days. If the date on which any event is scheduled to occur falls on a weekend or holiday, then Qwest and the CLECs may negotiate a revised timeline.

Note: Throughout this document, OSS Interfaces are defined as existing or new gateways (including application-to-application interfaces and Graphical User Interfaces), connectivity and system functions that support or affect the pre-order, order, provisioning, maintenance and repair, and billing capabilities for local services (local exchange services) provided by CLECs to their end users

Note: Throughout this document, the terms “include(s)” and “including” mean “including, but not limited to.”

Qwest Wholesale Change Management Process Document –01-30-06**8.0 CHANGE TO AN EXISTING OSS INTERFACE**

The process for changing an existing OSS Interface will be part of this CMP. Changes to an existing OSS Interface may include an application-to-application or a Graphical User Interface (GUI).

It is recognized that the planning cycle for a change to an OSS Interface, of any type, may be greater than the time originally allotted and that discussions between CLECs and Qwest may be held prior to the announcement of the change to the OSS Interface.

With a change to an OSS Interface, CLECs and Qwest may define the scope of functionality introduced as part of the OSS Interface.

Qwest standard operating practice is to implement three Major Releases and three Point Releases (for IMA only) within a calendar year. Unless mandated as a Regulatory Change, Qwest will implement no more than four (4) Releases per IMA OSS Interface requiring coding changes to the CLEC interfaces within a calendar year. Unless mandated as a Regulatory Change, the Major Release changes will occur no less than seventy-five (75) calendar days apart.

At a Monthly CMP Systems Meeting in the fourth quarter of each year, Qwest will communicate to the CLECs the Major Release schedule and hourly capacity of each release for the next calendar year. Qwest will subsequently issue a notification containing the same information. Qwest will attempt to provide this information prior to any prioritization scheduled during the fourth quarter.

Application-to-Application OSS Interface

Qwest will support the previous Major Release of Interconnect Mediated Access (IMA) EDI for one hundred eighty (180) calendar days after the subsequent Major Release of IMA EDI has been implemented. In the event that IMA EDI major releases are implemented more than six (6) months apart, any CLEC desiring to delay retirement of the previous release should submit a CR requesting the delay. Qwest will review and grant the retirement delay up until sixty (60) days after the Release Production Date of the next Major Release; however, Qwest will maintain no more than three (3) Major Releases of IMA EDI in production at any time. Qwest may retire the extended release before the extension expires when all CLECs have migrated off the extended release, but no earlier than five (5) business days after the last scheduled CLEC migration from the extended release. CLECs who do not successfully migrate from the retiring release, must contact their Qwest EDI Implementation Team immediately to schedule a new migration. Any such new migration shall not be rescheduled beyond the sixty (60) day retirement delay. (A timeline illustrating the operation of this provision is provided at the end of Section 8.) Past Releases of IMA EDI will only be modified as a result of production support

Note: Throughout this document, OSS Interfaces are defined as existing or new gateways (including application-to-application interfaces and Graphical User Interfaces), connectivity and system functions that support or affect the pre-order, order, provisioning, maintenance and repair, and billing capabilities for local services (local exchange services) provided by CLECs to their end users

Note: Throughout this document, the terms “include(s)” and “including” mean “including, but not limited to.”

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changes. When such production support changes are made, Qwest will also modify the related documentation. All other changes become candidates for future IMA EDI Releases.

Qwest makes one Release of the Electronic Bonding-Trouble Administration (EBTA) and billing interfaces available at any given time, and will not support any previous Releases.

Graphical User Interface (GUI)

Qwest makes one Release of a GUI available at any given time and will not support any previous Releases.

IMA GUI changes for a pre-order or ordering will be implemented at the same time as an IMA EDI Release.

8.1 Application-to-Application Interface

This section describes the timelines that Qwest, and any CLEC choosing to implement on the Qwest Release Production Date, will adhere to in changing existing application-to-application interfaces.¹ For any CLEC not choosing to implement on the Qwest Release Production Date, Qwest and the CLEC will negotiate a mutually agreed to CLEC implementation timeline, including testing.

8.1.1 Draft Interface Technical Specifications

Prior to Qwest implementing a change to an existing application-to-application interface, Qwest will notify CLECs of the draft Technical Specifications. Qwest will issue draft Technical Specifications no later than seventy-three (73) calendar days prior to the implementation date unless an exception has been granted. Technical Specifications are documents that provide information the CLECs need to code the application-to-application interface. The Draft Technical Specifications notification letter will include:

- Written summary of change(s)
- Planned time frame for Release Production
- Purpose
- Logistical information (including a conference line) for walk through
- Reference to draft Technical Specifications, or reference to a Web site with draft specifications
- Additional pertinent material
- Draft Technical Specifications documentation, or instructions on how to access the draft Technical Specifications documentation on the Web site.

¹ For a CLEC converting from a prior release, the CLEC implementation date can be no earlier than the weekend after the Qwest Release Production Date, if production LSR conversion is required.

Note: Throughout this document, OSS Interfaces are defined as existing or new gateways (including application-to-application interfaces and Graphical User Interfaces), connectivity and system functions that support or affect the pre-order, order, provisioning, maintenance and repair, and billing capabilities for local services (local exchange services) provided by CLECs to their end users

Note: Throughout this document, the terms “include(s)” and “including” mean “including, but not limited to.”

Qwest Wholesale Change Management Process Document –01-30-06**8.1.2 Walk Through of Draft Interface Technical Specifications**

Qwest will sponsor a walk through, including the appropriate internal Subject Matter Experts (SMEs), between sixty-eight (68) calendar days prior to the planned implementation date and fifty-eight (58) calendar days prior to the planned implementation date. A walk through will afford CLEC SMEs the opportunity to ask questions and discuss specific requirements with Qwest's technical team and will take as much of this period as is necessary to address CLECs' questions. CLECs are encouraged to invite their technical experts, systems architects, and designers, to attend the walk through.

Qwest will lead the review of the Draft Technical Specifications. Qwest technical experts will answer the CLEC SMEs' questions. Qwest will capture action items such as requests for further clarification. Qwest will follow-up on all action items and notify CLECs of responses forty five (45) calendar days prior to the planned implementation date.

8.1.3 CLEC Comments on Draft Interface Technical Specifications

If the CLEC identifies issues or requires clarification, the CLEC must send written comments to Qwest no later than fifty-five (55) calendar days prior to the planned implementation date. CLECs may submit comments via the Qwest CMP comment Web site at <http://www.qwest.com/wholesale/cmp/comment.html>.

8.1.4 Qwest Response to CLEC Comments

Qwest will review and respond with written answers to all CLEC issues, comments/concerns no later than forty-five (45) calendar days prior to final implementation date. The answers will be shared with all CLECs, unless the CLECs question(s) are marked proprietary. Any changes that may occur as a result of the responses will be distributed to all CLECs in the same notification letter. The notification will include the description of any change(s) made as a result of CLEC comments. The change(s) will be reflected in the Final Technical Specifications.

8.1.5 Final Interface Technical Specifications

The Final Interface Technical Specifications will include the following:

- Reference to Final Technical Specifications, or Web site
- Qwest response to CLEC comments
- Summary of changes from the prior implementation, including any changes made as a result of CLEC comments on Draft Technical Specifications
- Indication of type of change (e.g., documentation change, business rule change, clarification change)
- Final Joint Test Plan including transactions which have changed
- The suite of re-certification test scenarios

Note: Throughout this document, OSS Interfaces are defined as existing or new gateways (including application-to-application interfaces and Graphical User Interfaces), connectivity and system functions that support or affect the pre-order, order, provisioning, maintenance and repair, and billing capabilities for local services (local exchange services) provided by CLECs to their end users

Note: Throughout this document, the terms "include(s)" and "including" mean "including, but not limited to."

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- Joint Testing Period
- Final implementation date

Qwest will issue Final Interface Technical Specifications no later than forty-five (45) calendar days before the final implementation date, unless the exception process has been invoked. The implementation timeline for the Release will not begin until Final Technical Specifications are provided. Production Support type of changes that occur within the thirty (30) calendar day test window can occur without advance notification but will be posted within 24 hours of the change.

8.1.6 Joint Testing Period

Qwest will provide a thirty (30) day test window for any CLEC who desires to jointly test with Qwest prior to the Release Production Date.

8.1.7 Release Documentation Addenda

After the Final Technical Specifications are published, there may be other changes made to documentation or the coding that is documented in the form of addenda.

- 1st Addendum – 2 weeks after the Release the 1st addendum is sent to the CLECs, if needed.
- Subsequent Addendum's – Subsequent addendum's are sent to the CLECs after the Release Production Date as needed. There is no current process and timeline.
- EDI CLECs –one hundred eighty (180) calendar days after the Release those CLECs using EDI are required to cut over to the new Release. CLECs are not required to support all new Releases.

8.2 Graphical User Interface (GUI)**8.2.1 Draft GUI Release Notes**

Prior to implementation of a change to an existing GUI, Qwest will notify CLECs of the Draft GUI Release Notes and the planned Release Production Date.

Notification will occur no later than twenty-eight (28) calendar days prior to the planned Release Production Date unless an exception has been granted. This notification will include draft user guide information if necessary.

The notification will contain:

- Written summary of change(s)
- Planned time frame for Release Production
- Any cross-reference to draft documentation such as the user guide or revised user guide pages.

Note: Throughout this document, OSS Interfaces are defined as existing or new gateways (including application-to-application interfaces and Graphical User Interfaces), connectivity and system functions that support or affect the pre-order, order, provisioning, maintenance and repair, and billing capabilities for local services (local exchange services) provided by CLECs to their end users

Note: Throughout this document, the terms "include(s)" and "including" mean "including, but not limited to."

Qwest Wholesale Change Management Process Document –01-30-06**8.2.2 CLEC Comments on Draft Interface Release Notification**

CLECs must provide comments/questions on the Draft GUI Release Notes no less than twenty-five (25) calendar days prior to the planned Release Production Date. CLECs may submit comments via the Qwest CMP comment Web site at <http://www.qwest.com/wholesale/cmp/comment.html> or via an e-mail to cmpcomm@qwest.com.

8.2.3 Qwest Response to Comments

Qwest will consider CLEC comments and will address them in the Final GUI Release Notification no later than twenty one (21) calendar days before the Release Production Date.

8.2.4 Content of Final Interface Release Notification

The Final Interface Release Notification, will include:

- Final notification letter
- Summary of changes from draft GUI Release notification
- Final user guide (or revised pages)
- Final Release Production Date
- Qwest Response to CLEC comments

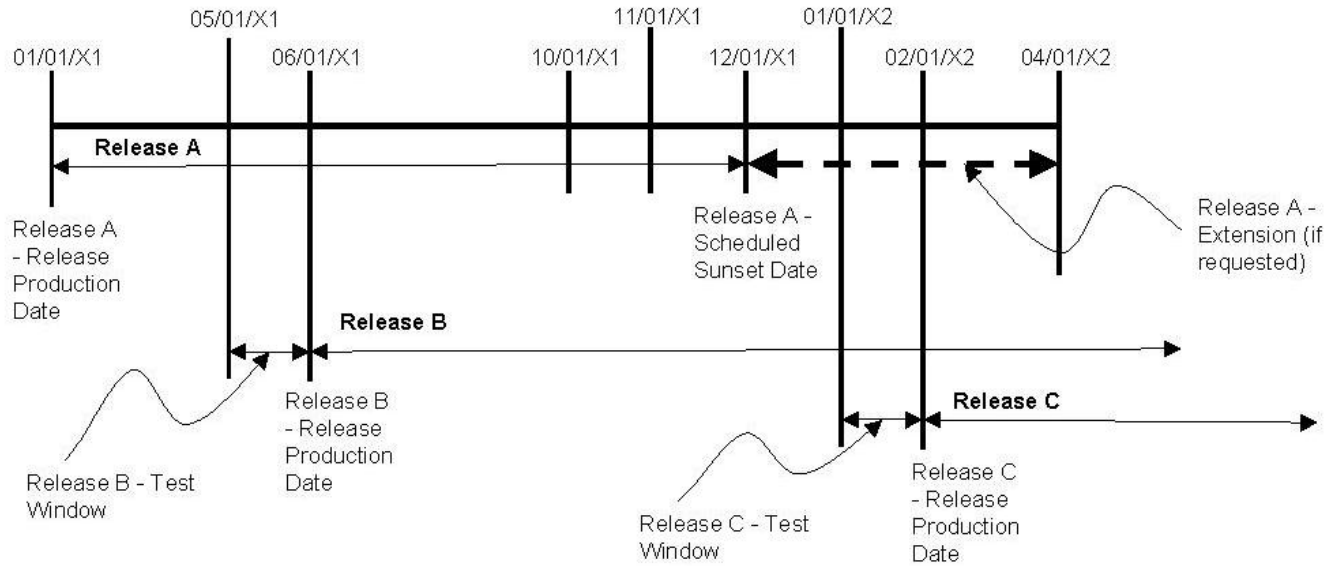
Qwest will issue the Final Interface Release Notification no later than twenty-one (21) calendar days before the final Release Production Date. Qwest will post this information on the CMP Web site. Production support type changes that occur without advance notification will be posted within 24 hours of the change. The implementation timeline for the Release will not begin until all related documentation is provided.

Note: Throughout this document, OSS Interfaces are defined as existing or new gateways (including application-to-application interfaces and Graphical User Interfaces), connectivity and system functions that support or affect the pre-order, order, provisioning, maintenance and repair, and billing capabilities for local services (local exchange services) provided by CLECs to their end users

Note: Throughout this document, the terms “include(s)” and “including” mean “including, but not limited to.”

Figure 4: Release Extension Illustrative Timeline

Qwest-CLEC Change Management Process Change to an Existing OSS Interface Release Extension Illustrative Timeline

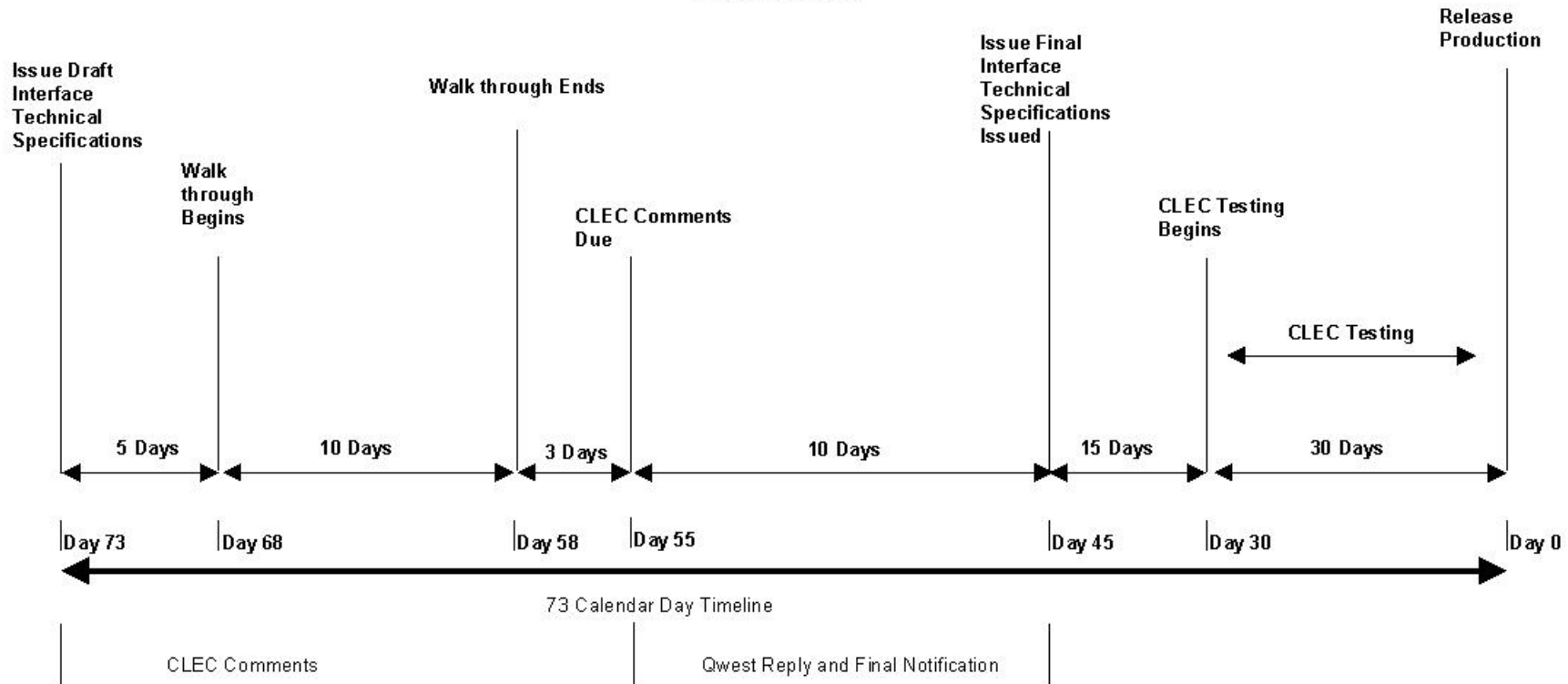


Note: Throughout this document, OSS Interfaces are defined as existing or new gateways (including application-to-application interfaces and Graphical User Interfaces), connectivity and system functions that support or affect the pre-order, order, provisioning, maintenance and repair, and billing capabilities for local services (local exchange services) provided by CLECs to their end users

Note: Throughout this document, the terms “include(s)” and “including” mean “including, but not limited to.”

Figure 5: Changes to an Existing Application-to-Application OSS Interface Timeline

Qwest-CLEC Change Management Process Changes to An Existing Application-to-Application OSS Interface Timeline



The events listed above are intended to occur on business days. If the date on which any event is scheduled to occur falls on a weekend or holiday, then Qwest and the CLECs may negotiate a revised timeline.

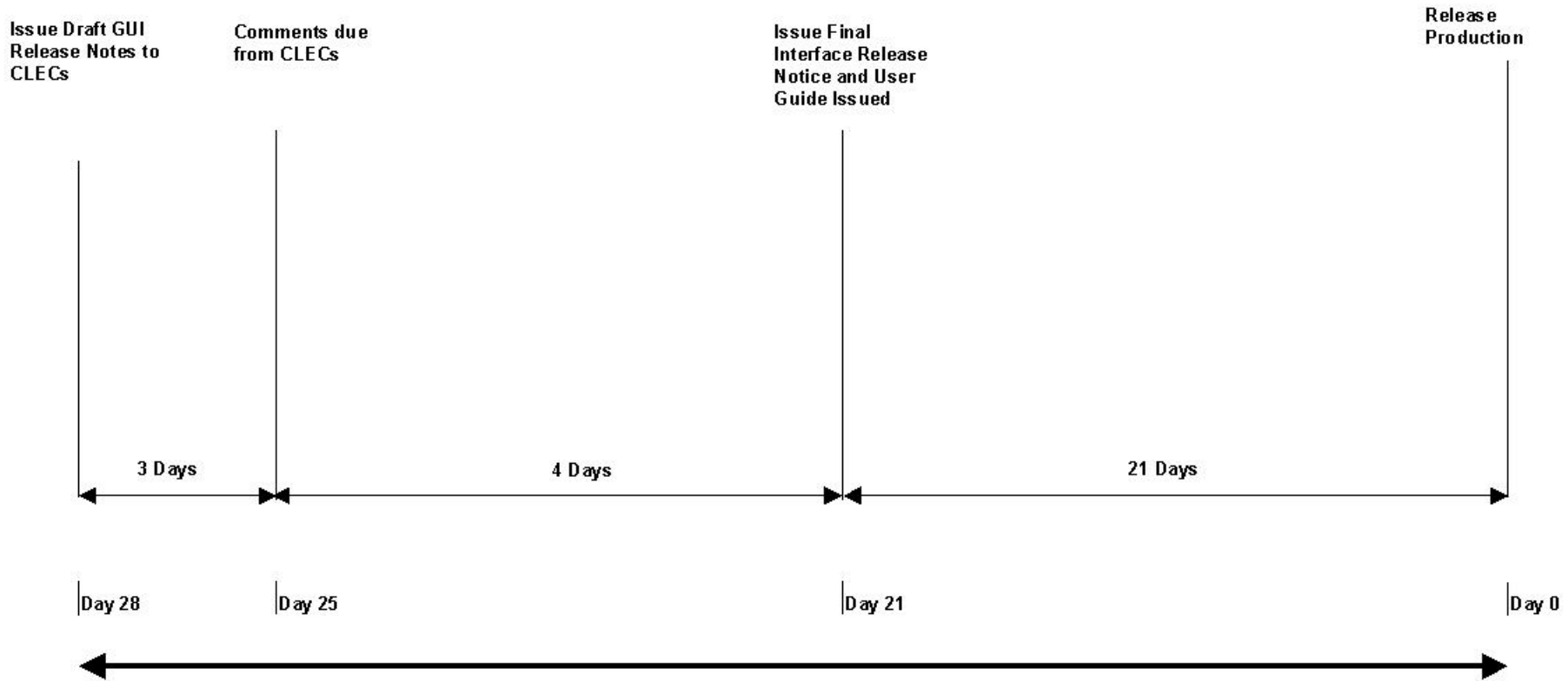
Note: Throughout this document, OSS Interfaces are defined as existing or new gateways (including application-to-application interfaces and Graphical User Interfaces), connectivity and system functions that support or affect the pre-order, order, provisioning, maintenance and repair, and billing capabilities for local services (local exchange services) provided by CLECs to their end users

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Figure 6: Changes to An Existing Graphical User Interface (GUI) Timeline

**Qwest-CLEC Change Management Process
Changes to An Existing Graphic User Interface (GUI) Timeline**



28 Calendar Day Timeline

The events listed above are intended to occur on business days. If the date on which any event is scheduled to occur falls on a weekend or holiday, then Qwest and the CLECs may negotiate a revised timeline.

Note: Throughout this document, OSS Interfaces are defined as existing or new gateways (including application-to-application interfaces and Graphical User Interfaces), connectivity and system functions that support or affect the pre-order, order, provisioning, maintenance and repair, and billing capabilities for local services (local exchange services) provided by CLECs to their end users

Note: Throughout this document, the terms “include(s)” and “including” mean “including, but not limited to.”

Qwest Wholesale Change Management Process Document –01-30-06**9.0 RETIREMENT OF AN EXISTING OSS INTERFACE**

The retirement of an existing OSS Interface occurs when Qwest ceases to accept transactions using a specific OSS Interface. This may include the removal of a GUI or a protocol transmission of information (Application-to-Application) interface.

9.1 Application-to-Application OSS Interface**9.1.1 Initial Retirement Notification**

At least two hundred seventy (270) calendar days before the retirement date of application-to-application interfaces, Qwest will share the retirement plans via Web site posting and CLEC notification. The scheduled new application-to-application interface is to be in a CLEC certified production Release prior to the retirement date of the older interface.

Alternatively, Qwest may choose to retire an interface if there is no CLEC usage of that interface for the most recent ninety (90) consecutive calendar days. Qwest will provide thirty (30) calendar day notification of the retirement via Web posting and CLEC notification.

Qwest will issue the initial Retirement Notification no later than two hundred seventy (270) calendar days before retirement. The Initial Retirement Notification will include:

- The rationale for retiring the OSS Interface
- Available alternative interface options for existing functionality
- The proposed detailed retirement timeline (e.g., milestone dates, CLEC-Qwest comment and response cycle)
- Planned retirement date

9.1.2 CLEC Comments to Initial Retirement Notification

CLEC comments on the Initial Retirement Notification are due to Qwest no later than fifteen (15) calendar days following the Initial Retirement Notification. CLECs may submit comments via the Qwest CMP comment Web site at <http://www.qwest.com/wholesale/cmp/comment.html>.

9.1.3 Qwest Response to Comments

Qwest will consider CLEC comments and respond in the Final Retirement Notification.

9.1.4 Final Retirement Notification

The Final Retirement Notification will be provided to CLECs no later than two-hundred and twenty-eight (228) calendar days prior to the retirement date of the application-to-application interface. The Final Retirement Notification will contain:

Note: Throughout this document, OSS Interfaces are defined as existing or new gateways (including application-to-application interfaces and Graphical User Interfaces), connectivity and system functions that support or affect the pre-order, order, provisioning, maintenance and repair, and billing capabilities for local services (local exchange services) provided by CLECs to their end users

Note: Throughout this document, the terms “include(s)” and “including” mean “including, but not limited to.”

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- The rationale for retiring the OSS Interface (e.g., no usage or replacement)
- If applicable, where the replacement functionality will reside in a new interface and when the new interface has been certified by a CLEC
- Qwest’s responses to CLECs’ comments/concerns
- Actual retirement date

9.1.5 Comparable Functionality

Unless otherwise agreed to by Qwest and a CLEC user, when Qwest issues the Initial Retirement Notification the retirement of an interface for which a comparable interface does or will exist, a CLEC user will not be permitted to commence building to the retiring interface. CLEC users of the retiring interface will be grandfathered until the retirement of the interface. Qwest will ensure that an interface with comparable functionality is available no later than one hundred and eighty (180) calendar days prior to retirement of an Application-to-Application interface.

9.2 Graphical User Interface (GUI)**9.2.1 Initial Retirement Notification**

At least sixty (60) calendar days in advance of the retirement date of a GUI, Qwest will share the retirement plans via Web site posting and CLEC notification. The scheduled new interface is to be in a CLEC certified production Release prior to the retirement of the older interface.

Alternatively, Qwest may choose to retire a GUI if there is no CLEC usage of that interface for the most recent ninety (90) consecutive calendar days. Qwest will provide thirty (30) calendar day notification of the retirement via Web posting and CLEC notification.

Initial Retirement Notification will include:

- The rationale for retiring the OSS Interface
- Available alternative interface options for existing functionality
- The proposed detailed retirement timeline (e.g., milestone dates, CLEC-Qwest comment and response cycle)
- Planned retirement date

9.2.2 CLEC Comments to Initial Retirement Notification

CLEC comments to the Initial Retirement Notification are due to Qwest no later than fifteen (15) calendar days following the Initial Retirement Notification. CLECs may submit comments via the Qwest CMP comment Web site at <http://www.qwest.com/wholesale/cmp/comment.html>.

Note: Throughout this document, OSS Interfaces are defined as existing or new gateways (including application-to-application interfaces and Graphical User Interfaces), connectivity and system functions that support or affect the pre-order, order, provisioning, maintenance and repair, and billing capabilities for local services (local exchange services) provided by CLECs to their end users

Note: Throughout this document, the terms “include(s)” and “including” mean “including, but not limited to.”

Qwest Wholesale Change Management Process Document –01-30-06**9.2.3 Qwest Response to Comments**

Qwest will consider CLEC comments and respond in the Final Release Notification.

9.2.4 Comparable Functionality

Qwest will ensure comparable functionality no later than thirty-one (31) days before retirement of a GUI.

9.2.5 Final Retirement Notification

The Final Retirement Notification, for GUI retirements, will be provided to CLECs no later than twenty-one (21) calendar days before the retirement date. The Final Retirement Notification will contain:

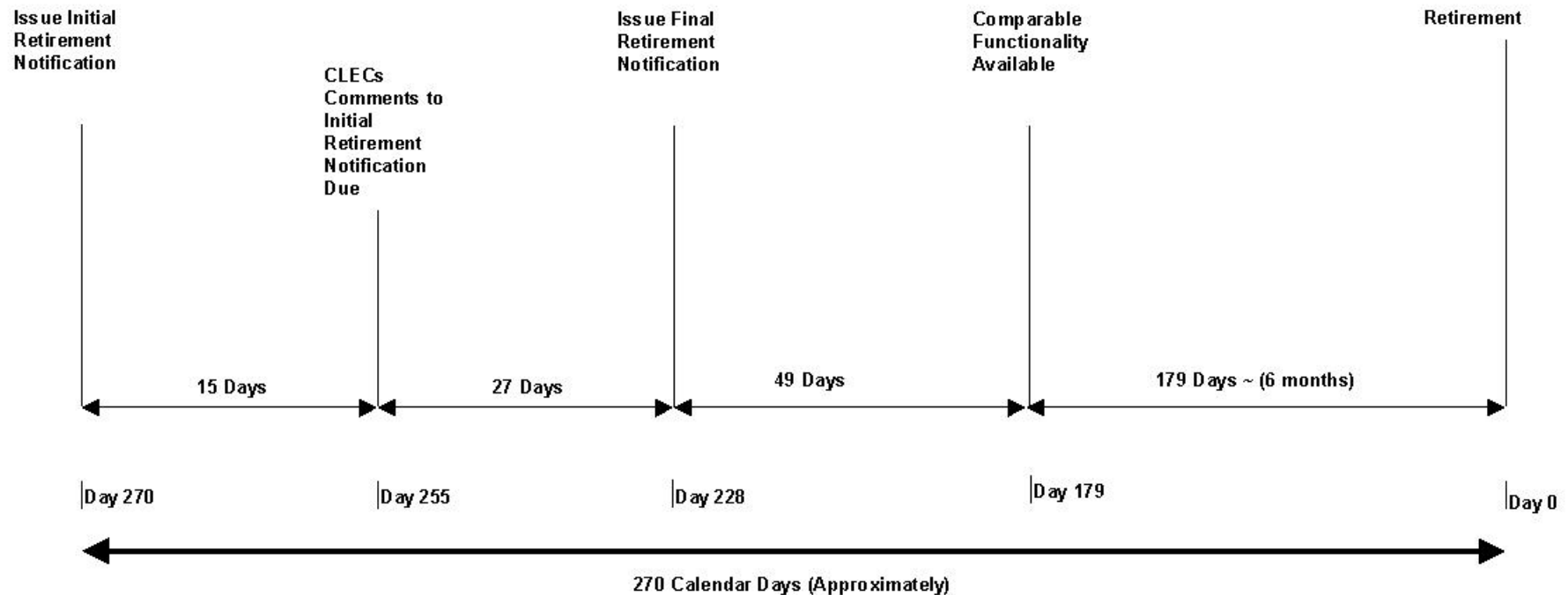
- The rationale for retiring the OSS Interface (e.g., no usage or replacement)
- If applicable, where the replacement functionality will reside in a new interface and when the new interface has been certified by a CLEC
- Qwest's responses to CLECs' comments/concerns
- Actual retirement date

Note: Throughout this document, OSS Interfaces are defined as existing or new gateways (including application-to-application interfaces and Graphical User Interfaces), connectivity and system functions that support or affect the pre-order, order, provisioning, maintenance and repair, and billing capabilities for local services (local exchange services) provided by CLECs to their end users

Note: Throughout this document, the terms "include(s)" and "including" mean "including, but not limited to."

Figure 7: Retirement of an Existing Application-to-Application OSS Interface Timeline

Qwest-CLEC Change Management Process Retirement of An Existing Application-to-Application OSS Interface Timeline



The events listed above are intended to occur on business days. If the date on which any event is scheduled to occur falls on a weekend or holiday, then Qwest and the CLECs may negotiate a revised timeline.

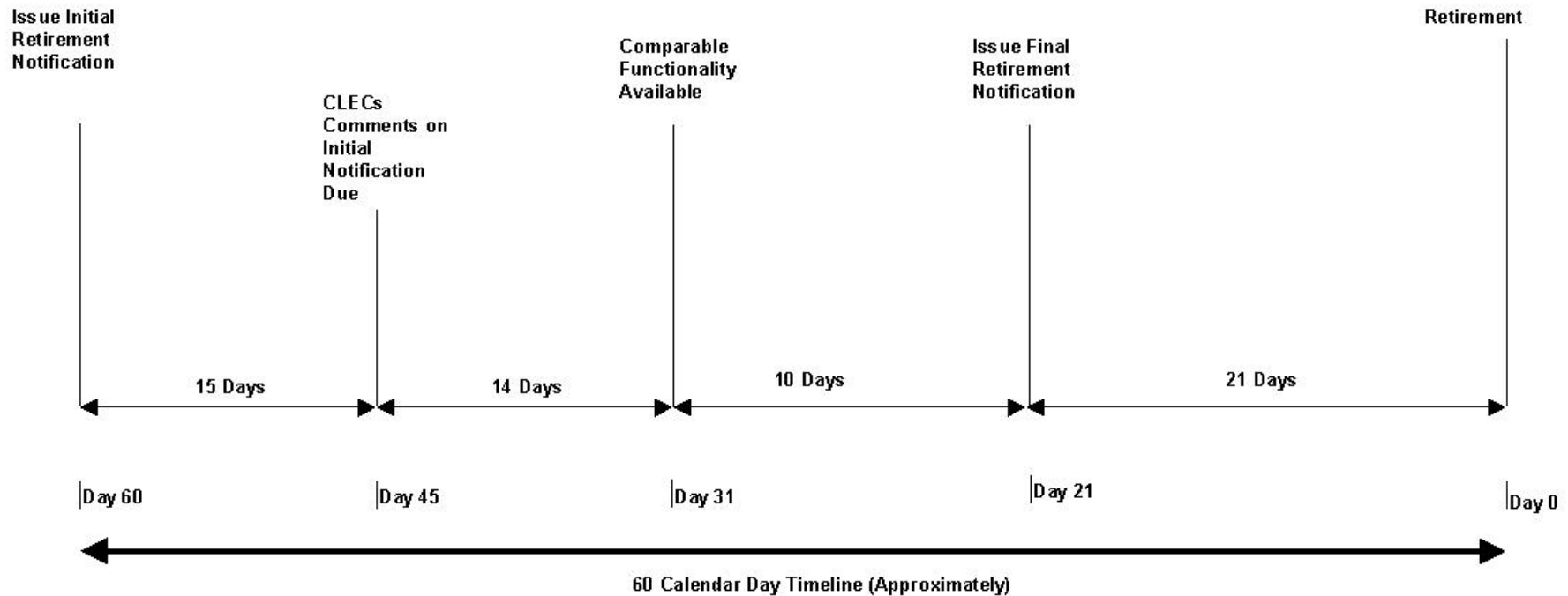
Note: Throughout this document, OSS Interfaces are defined as existing or new gateways (including application-to-application interfaces and Graphical User Interfaces), connectivity and system functions that support or affect the pre-order, order, provisioning, maintenance and repair, and billing capabilities for local services (local exchange services) provided by CLECs to their end users

Note: Throughout this document, the terms “include(s)” and “including” mean “including, but not limited to.”

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Figure 8: Retirement of an Existing Graphic User Interface Timeline

Qwest-CLEC Change Management Process Retirement of An Existing Graphic User Interface Timeline



The events listed above are intended to occur on business days. If the date on which any event is scheduled to occur falls on a weekend or holiday, then Qwest and the CLECs may negotiate a revised timeline.

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Qwest Wholesale Change Management Process Document –01-30-06**10.0 PRIORITIZATION**

Each OSS Interface Release is prioritized separately. If the Systems CMP Change Requests for any interface do not exceed Release capacity, no prioritization for that Release is required. The prioritization process provides an opportunity for CLECs and Qwest to prioritize OSS Interface Change Requests (CRs). CRs for introduction of a new interface or retirement of an existing interface are not subject to prioritization and will follow the introduction or retirement processes outlined in Sections 7.0 and 9.0, respectively.

10.1 Test Environment Releases

When an OSS Interface release is prioritized, some of the prioritized OSS Interface CRs will cause a change in that OSS Interface's corresponding test environment. These changes will be included in the test environment release that is made available thirty (30) days prior to the OSS Interface implementation date, and will not be subject to prioritization. The business and systems requirements for these test environment changes will be developed in the same order as the prioritized OSS Interface CRs. Qwest will ensure that the resources allocated to the test environment are sufficient to complete the corresponding OSS Interface Release changes described above.

Any remaining test environment capacity will be allocated to CRs that are specific to the test environment. CRs that are specific to the test environment will be prioritized in accordance with Section 10.0.

Qwest's OSS Interface production environment and test environment development efforts will not compete for resources.

10.2 Regulatory Change Requests

Regulatory changes, are defined in Section 4.0. Separate procedures are required for prioritization of CRs requesting Regulatory changes to ensure that Qwest can comply with the recommended or required implementation date, if any. The process for determining whether a CR is a Regulatory Change is set forth in Section 5.1.

Qwest will send CLECs a notification when it posts Regulatory CRs to the Web and identify when comments are due, as described in Section 5.1. Regulatory CRs will also be identified in the Monthly CMP Systems Meeting distribution package.

10.2.1 Regulatory Changes

For Regulatory Changes, Qwest will implement changes no later than the time specified in the legislation, regulatory requirement, or court ruling. If no time is specified, Qwest will implement the change as soon as practicable.

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Regulatory CRs will be ranked with all other CRs. If the implementation date for a Regulatory CR requires all or a part of the change to be included in the upcoming Major Release, the CR will not be subject to ranking and will be automatically included in that Major Release.

10.2.2 Industry Guideline Changes

Industry Guideline CRs will be identified in the Monthly CMP Systems Meeting distribution package. Industry Guideline CRs will be ranked with all other systems CRs during prioritization as described in Section 10.0. If an Industry Guideline CR is prioritized high enough to be included in the business and systems requirements phase and is dependant on a “foundation” CR, the “foundation” CR will automatically be worked in conjunction with the Industry Guideline CR.

10.2.3 Regulatory Change Implementation

When more than one Major Release is scheduled before the mandated or recommended implementation date for a Regulatory CR, Qwest will present information to CLECs regarding any technical, practical, or development cycle considerations that may affect Qwest's ability to implement the CR in any particular Major Release as part of the CR review and continue to provide information up to the packaging options. At the Monthly CMP Systems Meeting where the Regulatory CR is presented, Qwest will advise CLECs of the possible scheduled Releases in which Qwest could implement the CR and the CLECs and Qwest will determine how to allocate those CRs among the available Major Releases, taking into account the information provided by Qwest regarding technical, practical, and/or development considerations. If the Regulatory CR is not included in a prior Release, it will be implemented in the latest Release specified by Qwest.

10.3 Prioritization Process

10.3.1 Prioritization Review

At the last Monthly CMP Systems Meeting before Prioritization, Qwest will facilitate a Prioritization Review including a discussion of all CRs eligible for prioritization in a Major Release. If there are any Industry Guideline CRs eligible for prioritization, Qwest will identify all Industry Guideline CRs that would need to be implemented prior to or in conjunction with such CRs. Qwest will distribute all materials five (5) calendar days prior to the Prioritization Review. The materials will include:

- Agenda
- Summary document of all CRs eligible for prioritization including identification of dependencies (see Appendix A - Sample – IMA 11.0 Rank Eligible CRs)

Both CLECs and Qwest will have appropriate Subject Matter Experts in attendance at the Prioritization Review. The review and discussion meetings are open to all CLECs.

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The Prioritization Review objectives are to:

- Allow CLECs and Qwest to discuss eligible OSS Interface or test environment Change Requests by providing specific input as to the relative importance that CLECs, as a group, and Qwest assign to each such Change Request.

10.3.2 Ranking Process

Within three (3) business days following the Monthly CMP Systems Meeting that includes the Prioritization Review, Qwest will distribute the Prioritization Form for ranking. Ranking will be conducted according to the following guidelines:

- Each CLEC and Qwest may submit one completed Prioritization Form. The ranking must be submitted by a Point of Contact. The ranking will be submitted to the Qwest CMP Manager in accordance with the process described in Section 10.3.3 below. Refer to Appendix B: Sample – IMA 11.0 Initial Prioritization Form
- Qwest and each CLEC ranks each Change Request on the Prioritization Form by providing a point value from 1 through n, where n is the total quantity of CRs. The highest point value will be assigned to the CR that Qwest and CLECs wish to be implemented first. The total points will be calculated by the Qwest CMP Manager and the results will be distributed to the CLECs in accordance with the process described in Section 10.3.3 below. Refer to Appendix C : Sample – IMA 11.0 Prioritization List.

10.3.3 Ranking Tabulation Process

CLECs and Qwest who choose to vote must submit their completed Prioritization Form via e-mail, cmpcr@qwest.com, within three (3) business days following Qwest's distribution of the Prioritization Form. Within two (2) business days following the deadline for submission of ranking, Qwest will tabulate all rankings and e-mail the resulting Initial Prioritization List to the CLECs. The results will be announced at the next scheduled Monthly CMP Systems Meeting. Prioritization is based on the results of the votes received by the deadline. Based on the outcome of the final ranking of the CR candidates, an Initial Prioritization List is produced.

10.3.4 Ranking of Late Added CRs

For those late added CRs that are eligible for inclusion, as a candidate, in the most recently prioritized Release, the prioritization process will be as follows.

- Within three (3) business days following the Monthly CMP Systems Meeting that resulted in the decision to include the late added CR as a candidate in the recently prioritized Release, Qwest will distribute the late added CR for ranking, along with the initial prioritization.
- Each CLEC and Qwest may submit a suggested rank for the late added CR. The suggested rank will be the number corresponding to the position on the Initial Prioritization List that the CLEC or Qwest believes the late added CR should be inserted.

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- CLECs and Qwest who choose to vote must return their suggested rank for the late added CR via e-mail within three (3) business days following Qwest's distribution of the late added CR for ranking.

Within two (2) business days following the deadline for the return of the suggested rank, Qwest will tabulate the results by averaging the returned suggested ranks for the late added CR. Qwest will insert the late added CR into the Initial Prioritization List at the resulting point on the list and will renumber the remaining candidates on the list based on this insertion. Qwest will e-mail an updated Prioritization List to the CLECs. The results will be announced at the next scheduled Monthly CMP Systems Meeting.

10.3.5 Withdrawal of Prioritized CRs

A CLEC or Qwest may elect to withdraw a CR that has been prioritized for an OSS Interface Release. This process may be invoked at any time between the prioritization process and the commitment for the Release. Qwest will determine its ability to work additional CRs for the Release based upon the timing of the withdrawal request. After commitment, a CLEC or Qwest could request the CR be withdrawn, however, the withdrawal of the CR may not be feasible based upon the development status at the time of the withdrawal request. The process will be as follows:

- The originating CLEC or Qwest will submit an e-mail request to the Qwest CMP Manager, cmpcr@qwest.com, indicating that they wish to withdraw the CR. This e-mail must be sent no later than twenty one (21) calendar days prior to the Monthly CMP Systems Meeting at which the request will be discussed. The written request must contain:
 - the CR number
 - the CR title
 - an explanation of why the originator wishes to withdraw the CR
- Within two (2) business days after receipt of the request to withdraw the CR the CMP Manager will notify, in writing, all of the CLECs that submitted a prioritization ranking. The subject line will note "INTENT TO WITHDRAW PRIORITIZED CR [number]." The notification will include:
 - the CR number
 - the CR title,
 - the ranking that it received from the prioritization,
 - the explanation of why the originator wishes to withdraw the CR
- If a CLEC or Qwest disagrees with the withdrawal of the CR from the Release, they have the option to assume sponsorship of that CR. They may do so by notifying the CMP Manager, cmpcr@qwest.com, in writing of their intent to assume sponsorship of the CR within five (5) business days after the CMP Manager has sent the intent to withdraw e-mail. If the CMP Manager receives no response within five (5) business days, then the CR will be withdrawn. The new status will be reviewed in the next Monthly CMP Systems Meeting.

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Qwest Wholesale Change Management Process Document –01-30-06**10.4 Special Change Request Process (SCRP)**

In the event that a systems CR is not ranked high enough in prioritization for inclusion in the next Release, or as otherwise provided in this CMP, the CR originator may elect to invoke the CMP Special Change Request Process (SCRP) as described in this section. In the event that a carrier submits a CR after prioritization and wishes to invoke the SCRCP, the originator may elect not to follow the Late Added CR process as defined in Section 10.3.4.

The SCRCP does not supercede the process defined in Section 5.0 (Change Request Origination Process).

The foregoing process applies to Qwest and CLEC originated CRs. In the event a CR is submitted through the SCRCP, Qwest agrees that it will not divert IT resources available to work on the CMP systems CRs, to support the SCRCP request. Qwest will have to apply additional resources to, and track, the additional work required for the CR it seeks to implement through the SCRCP.

All time intervals within which a response is required from one Party to another under this section are maximum time intervals. Each Party agrees that it will provide all responses in writing to the other Party as soon as the Party has the information and analysis required to respond, even if the time interval stated herein for a response is not over.

10.4.1 SCRCP Request Form

To invoke the SCRCP, the CR originator must send an e-mail to the Qwest CMP SCRCP mailbox (cmnesc@qwest.com). The subject line of the e-mail message must include:

- “SCRCP FORM”
- CR number and title
- CR originator’s company name

The text of the e-mail message must include:

- Description of the CR
- A completed SCRCP Form (See Appendix E)
- A single point of contact for the SCRCP request including:
 - Primary requestor’s name and company
 - Phone number
 - E-mail address
- Circumstances which have necessitated the invocation of the SCRCP
- Desired implementation date
- If more than one company is making the SCRCP request, the names and point of contact information for the other requesting companies.

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Qwest Wholesale Change Management Process Document –01-30-06**10.4.2 Qwest Acknowledges SCRP Request Receipt with a Confirmation E-mail**

Within two (2) business days following receipt of the SCRP request e-mail, Qwest will acknowledge receipt of the complete SCRP request e-mail with a confirmation e-mail and advise the SCRP Requestor of any missing information needed for Qwest to process and analyze the request. When the SCRP request e-mail is complete, the SCRP confirmation e-mail will include:

- Date and time of receipt of complete SCRP request e-mail
- Date and time of SCRP confirmation e-mail
- SCRP title and number
- The name, telephone number and e-mail address of the assigned Qwest manager
- Amount of the non-refundable Processing Fee as specified in Section 10.4.8.

10.4.3 Process Fee Invoice

Within one (1) business day of sending the SCRP confirmation e-mail Qwest will bill the SCRP Requestor a non-refundable Processing Fee as specified in Section 10.4.8 below.

10.4.4 SCRP Review Meeting

Within ten (10) business days after the SCRP confirmation e-mail, Qwest will schedule and hold a review meeting with the SCRP Requestor to review Qwest's analysis of the request.

10.4.5 Preliminary SCRP Quote and Review Meeting

During business and systems requirements analysis, Qwest will review the SCRP request to determine if it has any affinities with CRs packaged for the planned OSS Interface Release. As soon as feasible, but in any case within thirty (30) business days, after receipt of a completed SCRP request form, Qwest will schedule and hold a meeting with the SCRP Requestor to provide and review:

- An estimated Preliminary SCRP quote. The SCRP quote will, at a minimum, include the following information:
 - A description of the work to be performed
 - Estimated Development costs with a cap on cost
 - Targeted Release
 - An estimate of the terms and conditions surrounding the firm SCRP quote. (If the estimate increases before Qwest issues the Firm SCRP Quote, Qwest will communicate the cost increases to the SCRP Requestor.) The SCRP Requestor must comply with payment terms as outlined in Section 10.4.7 before Qwest proceeds with the request.
- An invoice covering the business and systems requirements analysis
 - Payment for this invoice is due no later than thirty (30) calendar days following Qwest's written issuance of the Preliminary SCRP Quote. Qwest will not proceed with further

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development in support of the SCRP Request until the business and systems analysis and processing invoices are paid.

10.4.5.1 SCRP Requestor Accepts the Preliminary Quote and Decision for Qwest to Proceed

The SCRP Requestor has ten (10) business days, upon receipt of the SCRP quote, to either agree to purchase under the quoted price or cancel the SCRP request.

If the SCRP Requestor accepts the SCRP Preliminary Quote, the SCRP Requestor must send an e-mail to the assigned Qwest manager with the following information:

The subject line of the e-mail message must include:

- “SCRP PRELIMINARY QUOTE ACCEPTED”
- CR number and title
- CR originator’s company name

The text of the e-mail message must include:

- Statement accepting SCRP Preliminary Quote, planned OSS Interface Release date, and terms and conditions
- CR originator’s name, phone number, and e-mail address

10.4.5.2 SCRP Requestor Asks to Change the SCRP Request

If the SCRP Requestor decides to modify the SCRP request after Qwest provides the preliminary SCRP Quote, the SCRP requestor must submit a written request for change to the assigned Qwest manager. If changes are acceptable to Qwest, Qwest will notify the SCRP Requestor by e-mail within five (5) business days after receipt of such request for a change with a revised preliminary SCRP Quote, if applicable. The SCRP Requestor must inform Qwest, in writing, within five (5) business days, if the modified SCRP quote is acceptable, further changes are required, or the SCRP request is cancelled.

10.4.5.3 SCRP Requestor Cancels the SCRP Request

The last point at which a SCRP Request may be cancelled is at the Monthly CMP Meeting at which Qwest presents the CRs that Qwest has committed to in the Release. Otherwise, the SCRP request will be implemented with the Release and the SCRP Requestor is obligated to pay the full amount of the firm SCRP quote consistent with the payment schedule described below in Section 10.4.7.

10.4.6 Firm SCRP Quote and Review

Qwest will provide the SCRP Requestor a Firm SCRP Quote when Qwest commits CRs to the specific OSS Interface Release.

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Qwest will send an e-mail to the SCRP Requestor with the following information:

- The subject line of the e-mail message must include:
 - “FIRM SCRP QUOTE”
 - CR number and title
 - CR originator’s company name
- The text of the e-mail message must include:
 - Final SCRP quote and terms and conditions
 - Committed implementation date, or OSS Interface Release
 - Qwest contact name, phone number, and e-mail address

Qwest will schedule and hold a meeting to review the quote no less than ten (10) days following issuance of the Firm SCRP Quote. At this meeting Qwest will review the elements of the Firm Quote and the firm Release Date of the targeted Release.

10.4.7 Payment Schedule

The SCRP Requestor must pay 50% of the Firm SCRP Quote no more than ten (10) calendar days following the scheduled Release date and the remaining 50% of the Firm SCRP Quote within thirty (30) calendar days after the scheduled Release date.

10.4.8 Applicable SCRP Charges

This section describes the different costs for a SCRP request.

- Processing Fee – a one-time flat fee that must be paid within thirty (30) calendar days after the Qwest-SCRP Review meeting to review the SCRP form. This fee is non-refundable and is treated separately from those charges for development and implementation as described under “Charges for the SCRP Request” below.
- Charges for Business and Systems Requirements - These charges include the costs of developing business and systems requirements.
- Charges for the Development of the SCRP Request – These charges, included in the Preliminary and Firm SCRP Quotes, including labor charges, time and capital costs incurred as a result of developing code and performing testing.

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Qwest Wholesale Change Management Process Document –01-30-06**11.0 APPLICATION-TO-APPLICATION INTERFACE TESTING**

If a CLEC is using an application-to-application interface, the CLEC must work with Qwest to certify the business scenarios that CLEC will be using in order to ensure successful transaction processing in production. If multiple CLECs are using a service bureau provider, the service bureau provider need only be certified for the first participating CLEC; subsequent CLECs using the service bureau provider need not be re-certified. Qwest and CLEC shall mutually agree to the business scenarios for which CLEC requires certification. Certification will be granted for the specified Release of the application-to-application interface. If CLEC is certifying multiple products or services, CLEC has the option of certifying those products or services serially or in parallel if technically feasible.

New Releases of the application-to-application interface may require re-certification of some or all business scenarios. A determination as to the need for re-certification will be made by the Qwest coordinator in conjunction with the Release Manager of each Release. Notification of the need for re-certification will be provided to CLEC as the new Release is implemented. The suite of re-certification test scenarios will be provided to CLECs with the Final Technical Specifications. If CLEC is certifying multiple products or services, CLEC has the option of certifying those products or services serially or in parallel, if technically feasible. If multiple CLECs are using a service bureau provider, the service bureau provider need only be re-certified for the first participating CLEC; subsequent CLECs using the service bureau provider need not be re-certified.

Qwest provides a separate Customer Test Environment (CTE) for the testing of transaction based application-to-application interfaces for pre-order, order, and maintenance/repair. The CTE will be developed for each Major Release and updated for each Point Release that has changes that were disclosed but not implemented as part of the Major Release. Qwest will provide test files for batch/file interfaces (e.g., billing).

The CTE for Pre-order and Order currently includes:

- Stand Alone Test Environment (SATE)

The CTE for Maintenance and Repair currently includes:

- CMIP Interface Test Environment (MEDIACC)

Qwest provides Initial Implementation Testing, and Migration Testing (from one Release to the next) for all types of OSS Interface Change Requests. Such testing provides the opportunity to test the code associated with those OSS Interface exchange requests. The CTE will also provide the opportunity for regression testing of OSS Interface functionality.

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Qwest Wholesale Change Management Process Document –01-30-06**11.1 Testing Process**

Qwest will send an industry notification, including testing schedules (see Section 8.0 – Changes to Existing OSS Interfaces), to CLECs so they may determine their intent to participate in the test. CLECs wishing to test with Qwest must participate in at least one joint planning session and determine:

- Connectivity (required)
- Progression Testing (required)
- Controlled Production Testing (required)
- Production Turn-up (required)
- A test schedule (required) that reflects agreed upon dates for phases

A joint CLEC-Qwest test plan may also include some or all of the following based on type of testing requested:

- Requirements Review
- Test Data Development

Qwest will communicate any agreed upon changes to the test schedule. CLECs are responsible for establishing and maintaining connectivity to the CTE.

The CLEC should, in general, experience response times similar to production provided a CLEC uses the same software components and similar connectivity configuration in its test environment that it does in production. This environment is not intended for volume testing. The CTE contains the appropriate applications for pre-ordering and Local Service Request (LSR) ordering, including the service order processor. Production code problems identified in the test environment will be resolved by using the Production Support process as outlined in Section 12.0.

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Qwest Wholesale Change Management Process Document –01-30-06**12.0 PRODUCTION SUPPORT****12.1 Notification of Planned Outages**

Planned Outages are reserved times for scheduled maintenance to OSS Interfaces. Qwest sends associated notifications to all CLECs. Planned Outage Notifications must include:

- Identification of the subject OSS Interface
- Description of the scheduled OSS Interface maintenance activity
- Impact to the CLECs (e.g., geographic area, products affected, system implications, and business implications)
- Scheduled date and scheduled start and stop times
- Work around, if applicable
- Qwest contact for more information on the scheduled OSS Interface maintenance activity

Planned Outage Notifications will be sent to CLECs and appropriate Qwest personnel no later than two (2) calendar days after the scheduling of the OSS Interface maintenance activity.

12.2 Newly Deployed OSS Interface Release

Following the Release Production Date of an OSS Interface change, Qwest will use production support procedures for maintenance of software as outlined below. Problems encountered by the user will be reported, if at all, to the IT Wholesale Systems Help Desk (IT Help Desk). Qwest will monitor, track, and address troubles reported by CLECs or identified by Qwest. Problems reported will be known as IT Trouble Tickets.

A week after the deployment of an IMA Release into production, Qwest will host a conference call with the CLECs to review any identified problems and answer any questions pertaining to the newly deployed software. Qwest will follow this CMP for documenting the meeting as described in Section 3.2. Issues will be addressed with specific CLECs and results/status will be reviewed at the next Monthly CMP Systems Meeting.

12.3 Request for a Production Support Change

The IT Help Desk supports CLECs who have questions regarding connectivity, outputs, and system outages. The IT Help Desk serves as the first point of contact for reporting trouble. If the IT Help Desk is unable to assist the CLEC, it will refer information to the proper Subject Matter Expert, also known as Tier 2 or Tier 3 support, who may call the CLEC directly. Often, however, an IT Help Desk representative will contact the CLEC to provide information or to confirm resolution of the trouble ticket.

Qwest will assign each CLEC generated and Qwest generated IT Trouble ticket a Severity Level 1 to 4, as defined in Section 12.5. Severity 1 and Severity 2 IT trouble tickets will be

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implemented immediately by means of an emergency Release of process, software or documentation (known as a Patch). If Qwest and CLEC deem implementation is not timely, and a work around exists or can be developed, Qwest will implement the work around in the interim. Severity 3 and Severity 4 IT trouble tickets may be implemented when appropriate taking into consideration upcoming Patches, Major Releases and Point Releases and any synergies that exist with work being done in the upcoming Patches, Major Releases and Point Releases.

Qwest will attempt to make a software patch when the system is not working as defined in the technical specifications and/or the GUI systems documentation (excluding PCAT documentation), and issue an event notification clearly defining the change.

If Qwest determines that a software patch is not feasible, and/or Qwest or any CLEC identifies a Patch Release of software or related systems documentation changes that may impact CLEC production coding, Qwest will issue an event notification, initiate a Technical Escalation, and request a joint meeting between Qwest and the CLECs in order to discuss the particular Patch Release. Qwest will notify CLECs of the joint meeting in which Qwest will review the Patch Release, the proposed solution, and the variables which affect the resolution. In all instances, these joint meetings are exempt from the five (5) business day advance notification requirement described in Section 3.0.

At this joint meeting, Qwest and the impacted CLECs will discuss how the pending Patch Release will affect their code. Qwest and the impacted CLECs will discuss any potential resolution options and implementation timeframes. In the event that agreement cannot be reached between Qwest and the impacted CLECs regarding the type of Patch Release to be implemented, the parties will attempt to negotiate an appropriate workaround.

The first time a trouble is reported by Qwest or CLEC, the Qwest IT Help Desk will assign an IT Trouble Ticket tracking number, which will be communicated to the CLEC at the time the CLEC reports the trouble. The affected CLEC(s) and Qwest will attempt to reach agreement on resolution of the problem and closing of the IT Trouble Ticket. If no agreement is reached, any party may use the Technical Escalation Process, <http://www.qwest.com/wholesale/systems/productionsupport.html>. When the IT Trouble Ticket has been closed, Qwest will notify CLECs with one of the following disposition codes:

- No Trouble Found – to be used when Qwest investigation indicates that no trouble exists in Qwest systems.
- Trouble to be Resolved in Patch – to be used when the IT Trouble Ticket will be resolved in a Patch. Qwest will provide a date for implementation of the Patch. This is typically applied to Severity 1 and Severity 2 troubles, although Severity 3 and Severity 4 troubles may be resolved in a Patch where synergies exist.
- CLEC Should Submit CMP CR – to be used when Qwest's investigation indicates that the System is working pursuant to the Technical Specifications (unless the Technical

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Specifications are incorrect), and that the IT Trouble Ticket is requesting a systems change that should be submitted as a CMP CR.

- Resolved – to be used when the IT Trouble Ticket investigation has resolved the trouble.

If Qwest has identified the source of a problem for a Severity 3 or Severity 4 IT Trouble Ticket but has not scheduled the problem resolution, Qwest may place the trouble ticket into a “Date TBD” status, but will not close the trouble ticket. Once a trouble ticket is placed in “Date TBD” status, Qwest will no longer issue status notifications for the trouble ticket. Instead, Qwest will track “Date TBD” trouble tickets and report status of these trouble tickets on the CMP Web site and in the Monthly CMP Systems Meeting. When a “Date TBD” trouble ticket is scheduled to be resolved in a Patch, Release or otherwise, Qwest will issue a notification announcing that the trouble ticket will be resolved and remove the trouble ticket from the list reported on the CMP Web site and in the Monthly CMP Systems Meeting.

For “Date TBD” trouble tickets, either Qwest or a CLEC may originate a Change Request to correct the problem. (See Section 5.0 for CR Origination.) If the initiating party knows that the CR relates to a trouble ticket, it will identify the trouble ticket number on the CR.

Instances where Qwest or CLECs misinterpret Technical Specifications and/or business rules must be addressed on a case-by-case basis. All parties will take all reasonable steps to ensure that any disagreements regarding the interpretation of a new or modified OSS Interface are identified and resolved during the change management review of the Change Request.

12.4 Reporting Trouble to IT

Qwest will open a trouble ticket at the time the trouble is first reported by CLEC or detected by Qwest. The ITWSHD Tier 1 will communicate the ticket number to the CLEC at the time the trouble is reported. Once a trouble ticket is opened at the ITWSHD, a CLEC or Qwest may request that the Event Notification process begin on the ticket as described in section 12.6.

If a ticket has been opened, and subsequent to the ticket creation, CLECs call in on the same problem, and the ITWSHD recognizes that it is the same problem, a new ticket is not created. The ITWSHD documents each subsequent call in the primary IT trouble ticket.

If one or more CLECs call in on the same problem, but it is not recognized as the same problem, one or more tickets may be created. When the problem is recognized as the same, one of the tickets becomes the primary ticket, and the other tickets are linked to the primary ticket. The ITWSHD provides the primary ticket number to other reporting CLECs. A CLEC can request its ticket be linked to an already existing open IT ticket belonging to another CLEC. When the problem is closed, the primary and all related tickets will be closed.

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If a CLEC is experiencing problems with Qwest because of a system “issue”, the CLEC will report the trouble to the ITWSHD. The ITWSHD will create a trouble ticket as outlined above.

The ITWSHD Tier 1 will refer the ticket to the IT Tier 2 or 3 resolution process. If, during the resolution process, the Tier 2 or 3 resolution team determines that a workaround is required ITWSHD (with IT Tier 2 or 3 on the line, as appropriate) will contact the CLEC to develop an understanding of how the problem is impacting the CLEC. If requested and available, the CLEC will provide information regarding details of the problem, e.g., reject notices, LSRs, TNs or circuit numbers. Upon understanding the problem, the IT Tier 1 agent, with the CLEC on the line, will contact the ISC Help Desk and open a Call Center Database Ticket. The IT Tier 2 or 3 resolution team along with the WSD Tier 2 team, and other appropriate SMEs, (Resolution Team) will develop a proposed work around. The WSD Tier 2 team will work collaboratively with the CLEC(s) reporting the issue to finalize the work around. The ITWSHD will provide the CLEC and the WSD Tier 2 team with the IT Trouble Ticket number in order to cross-reference it with the Call Center Database Ticket. The ITWSHD will also record the Call Center Database Ticket number on the IT Trouble Ticket. The CLEC will provide both teams with primary contact information. If the CLEC and Qwest cannot agree upon the work around solution, the CLEC can use either the Technical Escalation process or escalate to the WSD Tiers, as appropriate. Qwest will use its best efforts to retain the CLEC’s requested due dates, regardless of whether a work around is required.

12.5 Severity Levels

Severity level is a means of assessing and documenting the impact of the loss of functionality to CLEC(s) and impact to the CLEC’s business. The severity level gives restoration or repair priority to problems causing the greatest impact to CLEC(s) or its business.

Guidelines for determining severity levels are listed below. Severity level may be determined by one or more of the listed bullet items under each Severity Level (the list is not exhaustive). Examples of some trouble ticket situations follow. Please keep in mind these are guidelines, and each situation is unique. The IT Help Desk representative, based on discussion with the CLEC, will make the determination of the severity level and will communicate the severity level to the CLEC at the time the CLEC reports the trouble. If the CLEC disagrees with the severity level assigned by the IT Help Desk personnel, either on the initial call or at any time while the ticket is open, a CLEC may request the ITWSHD to change the severity level, identifying the reason for the change in severity. If Qwest questions the validity of the change in severity, Qwest will contact the CLEC Severity Escalation Contact who raised the severity for clarification.

Severity 1: Critical Impact

- Critical.

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- High visibility.
- A large number of orders or CLECs are affected.
- A single CLEC cannot submit its business transactions.
- Affects online commitment.
- Production or cycle stopped – priority batch commitment missed.
- Major impact on revenue.
- Major component not available for use.
- Many and/or major files lost.
- Major loss of functionality.
- Problem can not be bypassed.
- No viable or productive work around available.

Examples:

- Major network backbone outage without redundancy.
- Environmental problems causing multiple system failures.
- Large number of service or other work order commitments missed.
- A Software Defect in an edit which prevents any orders from being submitted.

Severity 2: Serious Impact

- Serious
- Moderate visibility
- Moderate to large number of CLECs, or orders affected
- Potentially affects online commitment
- Serious slow response times
- Serious loss of functionality
- Potentially affects production – potential miss of priority batch commitment
- Moderate impact on revenue
- Limited use of product or component
- Component continues to fail. Intermittently down for short periods, but repetitive
- Few or small files lost
- Problems may have a possible bypass; the bypass must be acceptable to CLECs
- Major access down, but a partial backup exists

Examples:

- A single company, large number of orders impacted
- Frequent intermittent logoffs
- Service and/or other work order commitments delayed or missed

Severity 3: Moderate Impact

- Low to medium visibility
- Low CLEC, or low order impact

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- Low impact on revenue
- Limited use of product or component
- Single CLEC device affected
- Minimal loss of functionality
- Problem may be bypassed; redundancy in place. Bypass must be acceptable to CLECs
- Automated workaround in place and known. Workaround must be acceptable to CLECs

Example:

- Hardware errors, no impact yet

Severity 4: Minimal Impact

- Low or no visibility
- No direct impact on CLEC
- Few functions impaired
- Problem can be bypassed; bypass must be acceptable to CLECs
- System resource low; no impact yet
- Preventative maintenance request

Examples:

- Misleading, unclear system messages causing confusion for users
- Device or software regularly has to be reset, but continues to work

12.6 Status Notification for IT Trouble Tickets

There are two types of status notifications for IT Trouble Tickets:

- Target Notifications: for tickets that relate to only one reporting CLEC – Target Notifications may be communicated by direct phone calls
- Event Notifications: for tickets that relate to more than one CLEC or for reported troubles that Qwest believes will impact more than one CLEC
- Event Notifications are sent by Qwest to all CLECs who subscribe to the IT Help Desk. Event Notifications will include ticket status (e.g., open, no change, resolved) and as much of the following information as is known to Qwest at the time the notification is sent:
 - Description of the problem
 - Impact to the CLECs (e.g., geographic area, products affected, business implications, other pertinent information available)
 - Estimated resolution date and time if known
 - Resolution if known
 - Severity level
 - Trouble ticket number(s), date and time
 - Work around if defined, including the Call Center Database Reference Ticket number
 - Qwest contact for more information on the problem

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- System affected
- Escalation information as available

Both types of notifications will be sent to the CLECs and appropriate Qwest personnel within the time frame set forth in the table below and will include all related system trouble ticket number(s).

12.7 Notification Intervals

Qwest will distribute notifications during the IT Help Desk normal hours of operation (Monday-Friday 6:00 a.m. - 8:00 p.m. (MT) and Saturday 7:00 a.m. - 3:00 p.m. MT). Qwest will continue to work severity 1 problems outside of Help Desk hours of operation, and will communicate with the CLEC(s) as needed. A severity 2 problem may be worked outside the IT Help Desk normal hours of operation on a case-by-case basis.

Notification Intervals are based on the severity level of the ticket, the ticket’s Disposition code (e.g., Initial, Update, Closure, etc.), and status changes.

The chart below indicates the response intervals a CLEC can expect to receive after reporting a trouble ticket to the IT Help Desk. Beginning with the issue’s immediate acceptance as multi-CLEC impacting issue, Qwest will create and distribute the Initial notification.

Severity Level of Ticket	Response Interval for Status Changes	Response Interval for No Status Changes		Notification Interval upon Resolution
1	Within 1 hour	1 hour		Within 1 hour
2	Within 1 hour	1 hour		Within 1 hour
3	Within 4 hours	Workaround Provided	None. Only status changes will be communicated when a workaround is provided.	Within 4 hours
		No Workaround Provided	4 hours	
4	Within 24 hours	Workaround Provided	None. Only status changes will be communicated when a workaround is provided.	Within 4 hours
		No Workaround Provided	Every 48 hours.	

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“Notification Interval for Any Change in Status” means that a notification will be sent out within the time specified from the time a change in status occurs. Qwest will provide updates to those notifications that do not have a workaround until a workaround is established to inform the CLEC that the issue is still under investigation. Qwest will not issue Updates when Qwest has provided a Workaround, but no change in status has occurred. “Notification Interval upon Resolution” means that a notification will be sent out within the time specified from the resolution of the problem.

12.8 Process Production Support

Process troubles encountered by CLECs will be reported, if at all, to the ISC Help Desk (Tier 0). In some cases the Qwest Service Manager (Tier 3) may report the CLEC trouble to the ISC Help Desk. Tier 0 will open a Call Center Database Ticket for all reported troubles.

12.8.1 Reporting Trouble to the ISC

The ISC Help Desk (Tier 0) serves as the first point of contact for reporting troubles that appear process related. Qwest has seven Tiers in Wholesale Service Delivery (WSD) for process Production Support. References to escalation of process Production Support issues means escalation to one of these seven tiers. Contact information is available through the Service Manager (Tier 3). The Tiers in WSD are as follows:

- Tier 0 – ISC Help Desk
- Tier 1 – Customer Service Inquiry and Education (CSIE) Service Delivery Coordinator (SDC)
- Tier 2 – CSIE Center Coaches and Team Leaders, Duty Pager, Process Specialist
- Tier 3 - Service Manager
- Tier 4 – Senior Service Manager
- Tier 5 – Service Center Director
- Tier 6 – Service Center Senior Director

A CLEC may, at any point, escalate to any of the seven Tiers.

If a CLEC is experiencing troubles with Qwest because of a process issue, the CLEC will report the trouble to Tier 0. Tier 0 will attempt to resolve the trouble including determining whether the trouble is a process or systems issue. To facilitate this determination, upon request, the CLEC will provide, by facsimile or e-mail, documentation regarding details of the trouble, e.g., reject notices, LSRs, TNs or circuit numbers if available. Tier 0 will create a Call Center Database Ticket with a two (2) hour response commitment (“out in 2 hour” status), and provide the ticket number to the CLEC. If Tier 0 determines that the trouble is a systems issue, they will follow the process described in Section 12.8.4. With respect to whether the trouble is a systems or process issue, a CLEC may escalate to Tier 1 before the Tier 0 follows the process outlined in Section 12.8.4.

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If Tier 0 does not determine that the trouble is a systems issue or is not able to resolve the trouble, Tier 0 will offer the CLEC the option of either a warm transfer to Tier 1 (with the CLEC on the line), or have Qwest place the Call Center Database Ticket into the Tier 1 work queue. Tier 1 will then analyze the ticket and attempt to resolve the trouble or determine if the trouble is a systems or a process issue. If the trouble is a process issue, Tier 1 will notify the Tier 2 process specialist. Tier 2 process specialist will notify all call handling centers (Tier 0, Tier 1 and Tier 2 at each center) of the reported trouble and current status. If Tier 1 determines that the trouble is a systems issue, they will follow the process described in Section 12.8.4.

The reporting CLEC(s) and Qwest will attempt to reach agreement on resolution of the trouble. This resolution includes identification of processes to handle affected orders reported by the CLEC and orders affected but not reported. If Qwest and the CLEC determine that the trouble can be resolved in a timely manner, Qwest will status the CLEC every 2 hours by telephone, unless otherwise agreed, until the trouble is resolved to the CLEC's satisfaction. If, at any point, the parties conclude that they are unable to resolve the trouble in a timely manner, the CLEC and Qwest will proceed to develop a work around, as described below. At any point, the reporting CLEC may elect to escalate the issue to a higher Tier.

Except in a work around situation, see Section 12.8.3, once the trouble is resolved and all affected orders have been identified and processed, Qwest will seek CLEC agreement to close the ticket(s). If agreement is not reached, CLEC may escalate through the remaining Tiers.

After ticket closure, if the CLEC indicates that the issue is not resolved, the CLEC contacts Tier 2 and refers to the applicable ticket number. Tier 2 reviews the closed ticket, opens a new ticket, and cross-references the closed ticket.

Qwest will use its best efforts to retain the CLEC's requested due dates.

12.8.2 Multiple Tickets

If one or more CLECs call in multiple tickets, but neither the CLECs nor Qwest recognize that the tickets stem from the same trouble, one or more tickets may be created.

Qwest will attempt to determine if multiple tickets are the result of the same process trouble. Also, after reporting a trouble to Tier 0, a CLEC may determine that the same problem exists for multiple orders and report the association to Tier 0. In either case, when the association is identified, Tier 0 will designate one ticket per CLEC as a primary ticket, cross-reference that CLEC's other tickets to its primary ticket and provide the primary ticket number to that CLEC. Tier 2 process specialist will advise the call handling centers (Tier 0, Tier 1 and Tier 2 at each center) and Service Managers (Tier 3) of the issue.

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Once a primary ticket is designated for a CLEC, the CLEC need not open additional trouble tickets for the same type of trouble. Any additional trouble of the same type encountered by the CLEC may be reported directly to Tier 2 with reference to the primary ticket number.

Qwest will also analyze the issue to determine if other CLECs are impacted by the trouble. If other CLECs are impacted by the trouble, within 3 business hours after this determination, the Tier 2 process specialist will advise the call handling centers (Tier 0, Tier 1 and Tier 2 at each center) and the Service Managers (Tier 3) of the issue and the seven digit ticket number for the initial trouble ticket (Reference Ticket). At the same time, Qwest will also communicate information about the trouble, including the Reference Ticket number, to the impacted CLECs through the Event Notification process, as described in Section 12.6. If other CLECs experience a trouble that appears related to the Reference Ticket, the CLECs will open a trouble ticket with Tier 0 and provide the Reference Ticket number to assist in resolving the trouble.

12.8.3 Work Arounds

The reporting CLEC(s) and Qwest will attempt to reach agreement on whether a workaround is required and, if so, the nature of the work around. For example, a work around will provide a means to process affected orders reported by the CLEC, orders affected but not reported, and any new orders that will be impacted by the trouble. If no agreement is reached, the CLEC may escalate through the remaining Tiers.

If a work around is developed, Tier 1 will advise the CLEC(s) and the Tier 2 process specialist will advise the call handling centers (Tier 0, Tier 1 and Tier 2 at each center) and the Service Manager (Tier 3) of the work around and the Reference Ticket number. Tier 1 will communicate with the CLEC(s) during this affected order processing period in the manner and according to the notification timelines established in Section 12.8.1. After the work around has been implemented, Tier 1 will contact the CLECs who have open tickets to notify them that the work around has been implemented and seek concurrence with the CLECs that the Call Center Database tickets can be closed. The closed Reference Ticket will describe the work around process. The work around will remain in place until the trouble is resolved and all affected orders have been identified and processed.

Once the work around has been implemented, the associated tickets are closed. After ticket closure, CLEC may continue to use the work around. If issues arise, CLEC may contact Tier 2 directly, identifying the Reference Ticket number. If a different CLEC experiences a trouble that appears to require the same work around, that CLEC will open a Call Center Data base ticket with Tier 0 and provide the Reference Ticket number for the work around.

12.8.4 Transfer Issue from WSD to ITWSHD

CLECs may report issues to the ISC Help Desk (Tier 0) that are later determined to be systems issues. Once the ISC Help Desk or higher WSD Tier determines that the issue is the result of a

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system error, that Tier will contact the CLEC and ask if the CLEC would like that Tier to contact the ITWSHD to report the system trouble. If the CLEC so requests, the Tier agent will contact the ITWSHD, report the trouble and communicate the Call Center Database Ticket to the ITWSHD agent with the CLEC on the line. The ITWSHD agent will provide the CLEC and the WSD agent with the IT Trouble Ticket number. The IT Trouble Ticket will be processed in accordance with the Systems Production Support provisions of Section 12.0.

12.9 Communications

When Call Center Database and IT Trouble Tickets are open regarding the same trouble, the IT and WSD organizations will communicate as follows. The WSD Tier 2 Process Specialists will be informed of the status of IT Trouble Tickets through ITWSHD system Event Notifications. Additionally, WSD Tier 2 has direct contact with the ITWSHD as a participant on the Resolution Team, as necessary. As the circumstances warrant, the WSD Tier 2 process specialist will advise the call handling centers (Tier 0, Tier 1 and Tier 2 at each center) and the Service Manager (Tier 3) of the information pertinent to ongoing resolution of the trouble.

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Qwest Wholesale Change Management Process Document –01-30-06**13.0 TRAINING**

Qwest will incorporate all substantive changes to existing Graphical User Interfaces (GUI), including the introduction of new GUI, into CLEC training programs. Qwest will execute CLEC training for pre-order, ordering, billing, and maintenance and repair GUIs.

13.1 Introduction of a New GUI

Qwest will include a CLEC training schedule with the Initial Release Notification for the introduction of a new GUI issued in accordance with the interval specified in Section 7.0. Qwest will make available CLEC training beginning no less than twenty-one (21) calendar days prior to the Release Production Date. Web based training will remain available for the life of the Release.

13.2 Changes to an Existing GUI

Qwest will include a CLEC training schedule with the Draft Release Notes issued for a change to an existing GUI in accordance with the interval specified in Section 8.0. Qwest will make available CLEC training beginning no less than twenty-one (21) calendar days prior to the Release Production date. Web based training will remain available for the life of the Release.

CEMR training will not be available before the Release Production Date but will be conducted for ninety (90) days in the live environment after the Release Production date.

13.3 Product and Process Introductions and Changes

Qwest may offer CLEC training for product and process introductions and changes based on the complexity of the introduction or change. This training is offered in many forms, but is most commonly offered in the following delivery methods: Web-based, instructor-led, job aids, or conference calls.

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Qwest Wholesale Change Management Process Document –01-30-06**14.0 ESCALATION PROCESS****14.1 Guidelines**

- The Escalation Process will include items that are defined as within the CMP scope.
- The decision to escalate is left to the discretion of the CLEC, based on the severity of the missed or unaccepted response/resolution.
- Escalations may also involve issues related to CMP itself, including the administration of this CMP.
- The expectation is that escalation should occur only after Change Management procedures have occurred per this CMP.

14.2 Cycle

Item must be formally escalated through the CMP Web site, http://www.qwest.com/wholesale/cmp/escalations_dispute.html. Alternatively, the issue may be escalated by sending an e-mail to the Qwest CMP escalation e-mail address cmpesc@qwest.com.

- Subject line of the escalation e-mail must include:
 - CLEC Company name
 - “ESCALATION”
 - Change Request (CR) number and status, if applicable
- Content of e-mail must enclose appropriate supporting documentation, if applicable, and to the extent that the supporting documentation does not include the following information, the following must be provided:
 - Description of item being escalated
 - History of item
 - Reason for Escalation
 - Business need and impact
 - Desired CLEC resolution
 - CLEC contact information including Name, Title, Phone Number, and e-mail address
 - CLEC may request that impacted activities be stopped, continued or an interim solution be established.
- Qwest will acknowledge receipt of the complete escalation e-mail with an acknowledgement of the e-mail no later than the close of business of the following business day. If the escalation e-mail does not contain the preceding specified information Qwest will notify the CLEC by the close of business on the following business day, identifying and requesting information that was not originally included.
- When the escalation e-mail is complete, the acknowledgement e-mail will include:
 - Date and time of escalation receipt
 - Date and time of acknowledgement e-mail
 - Name, phone number and e-mail address of the Qwest Director, or above, assigned to the escalation.
- Qwest will post escalated issue and any associated responses on the CMP Web site within one (1) business day of receipt of the complete escalation or response.

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- Qwest will give notification that an escalation has been requested via the Industry Mail Out process
- Any other CLEC wishing to participate in the escalation may do so by selecting the participate button adjacent to the escalation on the CMP Escalation Web site, <http://www.qwest.com/wholesale/cmp/escalations.html>, within one (1) business day of the mail out. Alternately, a CLEC may participate by sending an e-mail to cmpesc@qwest.com within one business day of the Qwest notification. The subject line of the e-mail must include the title of the escalated issue followed by “ESCALATION PARTICIPATION.”
- If Qwest determines a CLEC meeting is needed to further discuss the escalation, and upon agreement by the originating CLEC, Qwest will also invite the CLECs that chose to participate in the escalation. The meeting will not require 5 day advance notification due to the escalation time constraints.
- Qwest will respond to the originating CLEC and copy the participating CLECs, with a binding position e-mail including supporting rationale as soon as practicable, but no later than:
 - For escalated CRs, seven (7) calendar days after sending the acknowledgment e-mail,
 - For all other escalations, fourteen (14) calendar days after sending the acknowledgment e-mail.
- The escalating CLEC will respond to Qwest within seven (7) calendar days with a binding position e-mail.
- When the escalation is closed, the resolution will be subject to this CMP

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Qwest Wholesale Change Management Process Document –01-30-06**15.0 DISPUTE RESOLUTION PROCESS**

CLECs and Qwest will work together in good faith to resolve any issue brought before this CMP. In the event that an impasse issue develops, a party may pursue the dispute resolution processes set forth below:

- Item must be formally identified through the CMP Web site, http://www.qwest.com/wholesale/cmp/escalations_dispute.html. Alternately, a party may send an e-mail to the Qwest CMP Dispute Resolution e-mail address, cmpdisp@qwest.com. Subject line of the e-mail must include:
 - CLEC Company name
 - “Dispute Resolution”
 - Change Request (CR) number and status, if applicable
- Content of e-mail must include appropriate supporting documentation, if applicable, and to the extent that the supporting documentation does not include the following information, the following:
 - Description of item
 - History of item
 - Reason for Escalation
 - Business need and impact
 - Desired CLEC resolution
 - CLEC contact information including Name, Title, Phone Number, and e-mail address
 - Qwest will acknowledge receipt of the complete Dispute Resolution e-mail within one (1) business day
- Qwest or any CLEC may suggest that the issue be resolved through an Alternative Dispute Resolution (ADR) process, such as arbitration or mediation using the American Arbitration Association (AAA) or other rules. If the parties agree to use an ADR process and agree upon the process and rules to be used, including whether the results of the ADR process are binding, the dispute will be resolved through the agreed-upon ADR process.
- Without the necessity for a prior ADR Process, Qwest or any CLEC may submit the issue, following the commission’s established procedures, with the appropriate regulatory agency requesting resolution of the dispute. This provision is not intended to change the scope of any regulatory agency’s authority with regard to Qwest or the CLECs.

This process does not limit any party’s right to seek remedies in a regulatory or legal arena at any time.

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Qwest Wholesale Change Management Process Document –01-30-06**16.0 EXCEPTION PROCESS**

Qwest and CLECs recognize the need to allow occasional exceptions to this CMP described herein. Extenuating circumstances affecting Qwest or the CLECs may warrant deviation from this CMP. An exception request will be addressed on a case-by-case basis where Qwest and CLECs may decide to handle the exception request outside of the established CMP. An exception request must be presented to the CMP community for acceptance in accordance with this section to determine if the request shall be treated as an exception.

16.1 Exception Initiation and Acknowledgement

If Qwest or a CLEC wishes that any request within the scope of CMP be handled on an exception basis, the party who makes such a request will issue an exception request (“Exception Request”). Exception Requests will be submitted in one of two ways:

- If the request pertains to a single, previously submitted, open CR, the Exception Requestor must follow the process described in Section 16.1.1.
- If the Exception Request is not currently addressed in a single, previously submitted, open CR or if the request involves two or more previously submitted, open CRs, the Exception Requestor must complete a CR form and e-mail it to the CMP Manager, cmpcr@qwest.com. The Exception Requestor must complete the following sections of the CR form: date submitted, company, originator, proprietary (if applicable), optional available dates/times for meetings, area of request, description of exception requested. The description of the exception must contain the information listed in Section 16.1.1.

16.1.1 Requestor Submits an Exception Request

If the Exception Request pertains to a previously submitted CR, the Exception Requestor must send an e-mail to the CMP Manager, cmpcr@qwest.com, with “EXCEPTION” in the subject line. The text of the request must contain the following information:

- Change Request number(s) of an existing Change Request(s) or a completed Change Request form (See Section 5.0)
- Description of the request with good cause for seeking an exception
- A clear statement outlining the course of action the Exception Requestor wishes parties to follow and the desired outcome, if the Exception Request is granted (e.g., timeframe or targeted release)
- Supporting documentation
- Primary contact information
- Whether the Requestor wishes to have the request considered at the next Monthly CMP Meeting, or requests an Exception Call/Meeting pursuant to Section 16.2 prior to the next Monthly CMP Meeting
- If a CLEC requests an Exception Call/Meeting, the CLEC should indicate whether it desires a pre-meeting with Qwest, including the CLEC’s desire to have certain Qwest subject matter experts attend the pre-meeting and/or Exception Call/Meeting.

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Qwest Wholesale Change Management Process Document –01-30-06**16.1.2 Tracking of an Exception Request**

Exception Requests will be identified by adding the suffix “EX” to the CR number. If an Exception Request references existing CRs, and the Exception Request is granted, the CR numbers of the referenced CRs will then be modified to include the “EX” suffix.

Within one (1) business day after receipt of an Exception Request, Qwest’s CMP Manager will acknowledge receipt of the Exception Request by e-mail to the Requestor. The CMP Manager will include in the acknowledgement an indication of whether an Exception Call/Meeting will be scheduled. If an Exception Call/Meeting is not requested, the Exception change request will be presented to the CMP community as described in Section 16.3 below. The acknowledgement will also include the CR or tracking number.

16.2 Exception Notification

Within three (3) business days after receipt of the request, if an Exception Call/Meeting is requested, the CMP Manager will issue a notification to the CMP community for an Exception Call/Meeting (the “Exception Notification”). The Exception Call/Meeting shall be held on a date agreed to by the Requestor, provided that it shall not be held less than seven (7) business days after issuance of the Exception Notification.

The subject line of the Exception Notification must include:

- “EXCEPTION NOTIFICATION”

The content of the Exception Notification will include:

- Requestor
- Logistics for Exception Call/Meeting
- Agenda
- Change Request number on which the exception is sought
- Description of the request with good cause for seeking an exception
- Desired outcome (e.g., timeframe or targeted release)
- Supporting documentation
- Primary contact information
- A clear statement that a decision is required to accept, or decline this request as an Exception during this Exception Call/Meeting.
- Logistics for a pre-meeting, in accordance with Section 16.2.1
- An initial assessment from Qwest regarding the impact if the Exception Request is granted, if available.

16.2.1 Pre-Meeting

The pre-meeting shall be held on a date agreed to by the Requestor, provided that it shall not be held less than two (2) business days after issuance of the Exception Notification. Qwest shall conduct the pre-meeting with the Exception Requestor, any CLECs that wish to participate, Qwest SMEs, and specially requested Qwest personnel, or their equivalents. In all instances, the pre-

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meeting is exempt from the five (5) business day advance notification requirement described in Section 3.0. The purpose of the pre-meeting is to enable Qwest and CLECs to discuss options for the vote, determine the additional SMEs to invite to the Exception Call/Meeting, and develop a clear statement delineating what “Yes” and “No” votes will mean.

No later than three (3) business days following the pre-meeting, Qwest will distribute an Exception Voting Notification. The subject line of the notification will contain:

- “PRE-MEETING RESULTS – VOTING INSTRUCTIONS”

The body of the notification will contain:

- A clear statement outlining the course of action parties will follow if the Exception Request is granted
- A description of any modifications to the Exception Request made during the pre-meeting
- A clear statement delineating what “Yes” and “No” votes will mean
- Logistics for the Exception Meeting or the Monthly CMP Meeting, at which the vote will be held
- Logistics for additional pre-meetings, if applicable

16.2.2 Conduct Exception Call/Meeting

Qwest will conduct the Exception call/meeting to allow the Requestor to clarify the Exception Request. The Exception Requestor shall present the request and provide good cause as to why such a request should be treated as an exception. Qwest and CLECs present will be given the opportunity to comment on the request. Discussion may also include substantive issues and potential solutions, and schedules for subsequent activities (e.g., meeting, deliverables, milestones, and implementation dates). After the discussion, Qwest will conduct a vote as described in Section 16.4.

Qwest will write, distribute and post minutes as part of the Exception Request Disposition Notification no later than five (5) business days after the Exception Call/Meeting. The minutes will include the disposition and schedule of the implementation of the Exception Request.

16.3 Notification of Exception Request Discussion and Vote at Upcoming Monthly CMP Meeting

If an Exception Requestor desires that the vote be taken at the next Monthly CMP Meeting, the Exception Request must be submitted no later than thirteen (13) business days prior to that Monthly CMP Meeting. If an Exception Call/Meeting is not requested by the Exception Requestor, within three (3) business days after receipt of the request Qwest will notify the CLECs by e-mail that an Exception Request has been received by the CMP Manager.

The subject line of the notification must include:

- “EXCEPTION NOTIFICATION”

The notification content shall include:

- Requestor

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- Change Request number on which the exception is sought
- Description of the request with good cause for seeking an exception
- Desired outcome (e.g., timeframe or targeted release)
- Supporting documentation
- A clear statement that this request will be discussed and a decision is required to accept, or decline this request as an Exception, at the upcoming Monthly CMP Meeting
- Logistics for a pre-meeting, in accordance with Section 16.2.1
- An initial assessment from Qwest regarding the impact if the Exception Request is granted, if available

16.3.1 Discussion and Vote Taken at the Monthly CMP Meeting

If an Exception Call/Meeting is not requested, Qwest will note on the agenda of the next Monthly CMP Meeting that an Exception Request has been submitted, and that a decision is required to accept or decline this request as an Exception. Qwest will include the Exception Request and supporting documentation as part of the Monthly CMP Meeting distribution package.

The Exception Requestor shall present the request and provide good cause as to why such a request should be treated as an exception. Qwest and CLECs present will be given the opportunity to comment on the request. Discussion may also include substantive issues and potential solutions, and schedules for subsequent activities (e.g., meeting, deliverables, milestones, and implementation dates). After the discussion, Qwest will conduct a vote as described in Section 16.4.

16.4 Vote on Exception Request

A vote on whether an Exception Request will be handled on an exception basis will take place at the Exception Call/Meeting, if one is held (See Section 16.2.2). If an Exception Call/Meeting is not held, the vote will be taken at the Monthly CMP Meeting (See Section 16.3.1). The standards for determining whether a request will be handled on an exception basis are as follows:

- If the Exception Request is for a general change to the established CMP timelines for Product/Process changes, a two-thirds majority vote will be required unless Qwest or a CLEC demonstrates, with substantiating information, that one of the criteria for denial set forth in Section 5.3 is applicable. If one of the criteria for denial is applicable, the request will not be treated as an exception.
- If the Exception Request is for a Systems change or seeks to alter any part of this CMP (other than a particular instance of a Product/Process timeline change), a unanimous vote will be required.

Voting will be conducted pursuant to Section 17.0.

Any party that disagrees with results of a vote may initiate dispute resolution pursuant to the CMP Dispute Resolution provisions.

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Qwest Wholesale Change Management Process Document –01-30-06**16.5 Exception Request Disposition Notification**

Qwest will issue a disposition notification, including meeting minutes, within five (5) business days after the close of the Exception Call/Meeting, or the Monthly CMP Meeting, at which the vote was taken. The disposition notification will be posted on the Web site.

16.6 Processing of the Exception Disposition

If the outcome of the vote is to grant the Exception Request, then Qwest may proceed with the agreed to disposition. If the outcome of the vote is not to treat the proposed change as an Exception, the originator may withdraw the Exception designation and continue to pursue its change under the established CMP. The originator of the change may also withdraw the change and discontinue pursuit of the requested change.

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Qwest Wholesale Change Management Process Document –01-30-06**17.0 VOTING**

When a vote is called, Qwest and CLECs will follow the procedures described below, unless otherwise specified in this CMP.

The Qwest CMP Manager will schedule and hold a discussion call/meeting (if not pursuant to a Monthly CMP Meeting), issue an agenda with any supporting material, and conduct the vote as described below on the open issue. The agenda will be distributed and posted on the web site in advance of the call/meeting as also described below.

The results of the vote will be published, using the voting tally form (refer to Appendix F).

A total of 51% or more of the votes in favor of (or against) a proposal shall constitute a Majority in this CMP.

The standard for the determination of all issues put to a vote under this CMP is the decision of the Majority, except where a different voting standard is expressly stated in this CMP for a particular issue.

17.1 Voter

A Voter is any of the POCs designated under Section 2.2. Additionally, any CLEC POC may designate another member of its company or a third party as an interim POC to vote, for a specific vote, in the absence of the primary, secondary, and tertiary POCs. A third party vote must be accompanied by one of the following two valid forms of documentation (e-mail authorization or Letter of Authorization (LOA)). The e-mail must be sent to the CMP Manager, cmpcr@qwest.com, no later than two (2) hours before the meeting at which the vote will take place. The interim POC may provide an LOA to Qwest at the meeting, prior to the vote.

If an e-mail or LOA is provided to designate a third party interim POC, it must contain the following information in the subject line of the e-mail:

- “Voting Proxy”

The body of the e-mail or LOA must contain the following information:

- CLEC Name
- Third Party Company Name
- Brief description of the issue on which the vote is being taken
- Date vote call/meeting is scheduled to be held
- Signature of authorizing Carrier (LOA only)

If a meeting is scheduled for a vote but a vote is not taken, e-mailed designations or LOAs will be discarded.

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Qwest Wholesale Change Management Process Document –01-30-06**17.2 Participation in the Vote**

Any Carrier that is authorized to provide local services in any one of Qwest's 14-state region may qualify as a Voter.

A Voter may participate in the vote in person, over the phone, or via e-mail ballot, as described in Section 17.4.3.

17.2.1 A Carrier is Entitled To a Single Vote

Each Carrier (Qwest or CLEC) is entitled to a single vote regardless of any affiliates. For example, at the time of this writing, WorldCom has several entities offering local services throughout the Qwest region (e.g., MFS, Brooks Fiber, MCI Metro, etc.). WorldCom would be entitled to one vote for all of these affiliates.

17.3 Notification of Vote

Qwest will notify CLECs by email within one (1) business day after determining when a vote on a specific issue must occur. This notification will in no event be less than five (5) business days before the call. The subject line of notification will be identified as "VOTE REQUIRED/Title of Issue." Within one (1) business day after issuing the notification, the notification and any supporting material will be posted on the web site.

17.3.1 Notification Content

When a notification is issued, the notification will be issued as a CMP notification and will consist of:

- a description of the issue and reason for calling a vote
- date and time of the voting call/meeting
- bridge number for the voting call, or logistics for the meeting
- supporting material, if any
- the deadline date and time for submitting e-mail votes

17.4 Voting Procedures**17.4.1 Quorum**

At any CMP call/meeting where a vote is to be taken, a quorum of Carriers, as described in Section 17.2.1, (Qwest and CLEC) must be present. A quorum will be established as follows:

- Qwest and CLECs will determine the average number of Carriers (including Qwest) at the last six days of Monthly CMP Meetings, excluding the highest and lowest attendance numbers (e.g. add the number of Carriers at the remaining four meetings and divide by four) ("Average Number of Carriers").
- If 62.5% or more of the Average Number of Carriers is present, a quorum has been established. For purposes of establishing a quorum, a Carrier not participating in the meeting is

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considered present if it submitted an e-mail vote by the time designated in the notification of vote.

- When calculating the average number of Carriers and establishing quorum, Qwest will round to the nearest whole number; *i.e.*, Qwest will round a number ending in 0.5 and above to the higher whole number, and round a number ending below 0.5 to the lower whole number.

If a quorum is not present at a call/meeting when a vote is scheduled to be taken, the vote shall be postponed until such time as a quorum is established.

In the case of an Exception request, if a quorum is not established at the Exception Call/Meeting, the vote shall be postponed for three (3) business days for a second Exception Call/Meeting. At the second Exception Call/Meeting, a vote will be taken regardless of whether a quorum is established. Prior to the second Exception Call/Meeting, Qwest will distribute a notification stating that at this meeting a vote will take place regardless of whether a quorum is established, and that votes will be accepted in accordance with Sections 17.1 and 17.4.1.

17.4.2 Casting Votes

Once a quorum is established, Qwest will ask for all Voters to place their vote by writing their vote and their company name on a piece of paper. The vote will be either a “Yes,” “No” or “Abstain.” When all companies have completed their votes, Qwest will collect the ballots. Voters attending by telephone will e-mail their vote to cmpcr@qwest.com, in accordance with Section 17.4.3. After collection of ballots Qwest will read aloud all votes received and collected. If a POC on the phone wishes to vote, but does not have access to a computer, Qwest will arrange with that POC a method to receive its vote. Only votes of “Yes” and “No” will count toward calculating a majority or unanimous decision.

17.4.3 E-mail Ballots

CLECs wishing to e-mail their vote to Qwest may do so by sending an e-mail to the Qwest CMP Manager, cmpcr@qwest.com. E-mail votes will only be accepted, and included in the tally of the votes, if received prior to the official close of voting during the voting call/meeting.

The subject line of the e-mail must include the following:

- “CLEC BALLOT”
- CLEC Name
- Representative Name

The body of the e-mail must include the following:

- CLEC Name
- Representative Name
- Brief description of the issue on which the vote is being taken
- Date vote call/meeting is scheduled to be held
- CLEC vote

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If a meeting is scheduled for a vote but a vote is not taken, e-mailed votes will be discarded. In addition, CLECs who submitted votes by e-mail will be notified that no vote was taken, their votes were discarded, and that the vote may be taken again at a later date.

In the event a CLEC is present to vote, after submitting an e-mail ballot, such CLEC may cast its vote at the call/meeting regardless of the e-mail ballot.

17.4.4 Voting Tally Form

The Voting Tally Form serves as a collective record of the individual company vote. The results of the tally will be included in the meeting minutes as an attached document.

The form will include the following information:

- *Name of Call/Meeting:* The name of the call/meeting
- *Date of Vote:* The date of occurrence
- *Subject:* The topic or issue that is causing the vote
- *Voting Carrier:* The Carrier's company name
- *Voting Participant:* Write the name of the Voter that participates in a 'vote' and how the vote was cast: in person, by phone or by email
- *Yes:* Place an 'X' in box if agreed with proposed plan
- *No:* Place an "X" in box if party disagrees with proposed plan
- *Abstain:* Any participant may abstain to place a vote by placing an "X" in the box
- *Result:* Qwest shall record the results of the vote in this box

Qwest will announce the results of the vote, by an e-mail notification, no later than five (5) business days following the call/meeting. The result will be included in meeting minutes and posted on the web site.

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Qwest Wholesale Change Management Process Document –01-30-06**18.0 OVERSIGHT REVIEW PROCESS**

Qwest or a CLEC may identify issues with this CMP using the Oversight Review Process. Issues submitted through this process may include:

- Improper notification under CMP
- No notification under CMP
- Issues regarding scope of CMP
- Failures to adhere to CMP
- Interpretations of CMP
- Gaps in CMP

This Oversight Review Process is optional. It will not be used when one or more processes documented in this CMP are available to obtain the resolution the submitter desires. The submitter is expected to use such available processes. If a submitter chooses to use this process, the following applies.

18.1 Guidelines

- A submitter must submit a issue for Oversight Review, as outlined in Section 18.2 or 18.4.4
- A submitter must raise issues within a reasonable period of time after the submitter becomes aware of an issue
- A response to an Oversight Review Issue may be that the resolution requested should be pursued under a different process in this CMP
- If the parties do not agree whether this process applies, the issue will be brought before the CMP Oversight Committee to determine whether the resolution sought by the submitter is available through this process or another documented process in this CMP

18.2 Issue Submission

An issue may be presented to the CMP body at a monthly CMP Meeting as part of the standing agenda item relating to the operation and effectiveness of CMP (See Section 2.1) or may be formally submitted by an e-mail to cmpesc@qwest.com and the CMP POC of the carrier that is the subject of the issue. If the issue is presented at a Monthly CMP Meeting and is not resolved, the submitter must follow the e-mail submission process.

In the event a party chooses to submit an e-mail as described above, the subject line of the issue submission e-mail must include:

- Company name
- "CMP OVERSIGHT REVIEW ISSUE SUBMISSION"

The submission e-mail must include appropriate supporting documentation, if applicable, and, to the extent that the supporting documentation does not include the following information, the following must be provided:

- Description of issue
- Basis for considering the matter an Oversight Review Issue

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- Citation from the Qwest Wholesale Change Management Document that addresses specific guidelines, if applicable
- Desired resolution
- Contact information including Name, Title, Phone Number, and e-mail address

Qwest must acknowledge receipt of the complete issue submission with an acknowledgement within one (1) business day. If the issue submission does not contain the above-specified information, Qwest must notify the submitter within one (1) business day, identifying and requesting information that was not originally included. When the issue submission is complete, the acknowledgement email will include:

- Date and time of issue submission receipt
- Date and time of acknowledgement email

Qwest must issue a notification announcing that an Oversight Review Issue has been submitted within two (2) business days after receipt of the complete issue e-mail submission. The subject of the notification will include “CMP OVERSIGHT REVIEW ISSUE SUBMISSION.”

18.3 Issue Resolution**18.3.1 Response**

The carrier cited in the original submission must respond by e-mail to cmpesc@qwest.com. Subject line of the Oversight Review issue response e-mail must include:

- Company name
- “CMP Oversight Review ISSUE RESPONSE”

The response e-mail must include appropriate supporting documentation, if applicable, and, to the extent that the supporting documentation does not include the following information, the following must be provided:

- Agreement/disagreement with the issue
- Reason for agreement/disagreement
- Citation from the Qwest Wholesale Change Management Process Document that addresses responding company position, if applicable
- Response to desired resolution, and alternative proposed resolution, if applicable
- Respondent contact information including Name, Title, Phone Number, and e-mail address

Qwest must distribute a notification with the contents of the response e-mail within two (2) business days of receipt. The subject of the notification must include “RESPONSE TO CMP OVERSIGHT REVIEW ISSUE.”

18.3.2 Issue Meeting

If the submitter of the Oversight Review Issue is not satisfied with the response provided under Section 18.3.1, the submitter may request a meeting of Qwest and interested CLECs to discuss the issue. Such meeting will be held no later than five (5) business days after the submitter’s meeting request. One of the matters to be addressed at this meeting is whether additional

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meetings should be held to address the issue. Such meetings will be open to all CLECs and Qwest shall provide advanced notification of such meetings pursuant to this CMP. Qwest will provide notification of the outcome of these discussions within two (2) business days after such discussions are concluded. The subject of the notification must include “OUTCOME OF CMP OVERSIGHT REVIEW ISSUE.”

18.3.3 Election to Pursue Issue with CMP Oversight Committee

At any point in the process under Sections 18.2 or 18.3, a participant in the discussions of an Oversight Review issue may elect to pursue the issue with the CMP Oversight Committee by sending an email to cmpesc@qwest.com.

18.3.4 Escalation or Dispute Resolution

If any party is not satisfied with the outcome of this Section 18.3, it may follow the Escalation or Dispute Resolution Processes.

18.4 CMP Oversight Committee**18.4.1 Membership**

The CMP Oversight Committee will be comprised of one representative from Qwest, one representative from each of up to six (6) CLECs, and one representative from each public utilities commission that wishes to participate. Members of the CMP Oversight Committee must have a comprehensive understanding of this CMP. Names of the members of the CMP Oversight Committee will be listed on the Qwest Wholesale CMP website at the following URL: <http://www.qwest.com/wholesale/cmp/coc.html>. The membership of the committee has been established through the end of 2003. For 2004 and each year thereafter, the CLEC membership will be established on an annual basis through self nomination. If more than six (6) CLECs are nominated for membership, the CLECs will rank the nominees. The six (6) highest ranked nominees will be the CLEC members of the committee for the following year.

18.4.2 Role of the CMP Oversight Committee

The CMP Oversight Committee will act as a subject matter expert regarding the provisions of this CMP. The CMP Oversight Committee will deliberate on CMP Oversight Review Issues and make recommendations to the CMP body on matters such as interpretation of this CMP and proposed changes to this CMP. A recommendation of the CMP Oversight Committee may result in a CR to change this CMP as contemplated by Section 2.1.

18.4.3 Meetings of the CMP Oversight Committee

Meetings of the CMP Oversight Committee will be called on an ad hoc basis, as needed to address CMP Oversight Review Issues as described in Section 18.4.4, and will be called in the same manner, and applying the same time periods, as set forth in Section 3.0, Change Management Process Meetings. A CMP Oversight Committee meeting may be held at the end of a scheduled

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monthly CMP Meeting. In addition to the CMP Oversight Committee members, other persons may participate in the CMP Oversight Committee meetings to assist the committee in understanding the issues; however, final recommendations to the CMP body may only be made by the CMP Oversight Committee members. In order to conduct a meeting of the CMP Oversight Committee, a majority of its members must be present in person or by teleconference.

18.4.4 Submission of Oversight Review issues to the CMP Oversight Committee

Oversight Review issues may be submitted to the CMP Oversight Committee in a number of ways:

- When parties disagree on the application of the Oversight Review Issue Submission Process to an issue that is raised (See Section 18.1)
- A party submitting a CMP Oversight Review Issue under Section 18.2, may direct that the issue be brought to the CMP Oversight Committee;
- During the process under Section 18.3, or once that process is completed, a CMP participant may raise the Oversight Review Issue to the CMP Oversight Committee;
- A CMP Oversight Review Issue may be referred to the CMP Oversight Committee during a Monthly CMP Meeting

18.4.5 CMP Oversight Review

Qwest must issue a notification announcing that a CMP Oversight Review Issue has been referred to the CMP Oversight Committee within two (2) business days after such referral is made. This notification will provide the information for the meeting of the CMP Oversight Committee. The subject of the notification will include "POTENTIAL CMP OVERSIGHT REVIEW ISSUE REFERRED TO THE CMP OVERSIGHT COMMITTEE." The notification will solicit from committee members and submitting carrier, dates during the next ten (10) calendar days on which they are available to meet to address the issue. Qwest will establish a meeting date will be established based on the members' and submitting carrier's availability.

18.4.6 Status and Recommendations of the CMP Oversight Committee

Status of outstanding Oversight Review issues will be provided at the monthly CMP meetings and will be posted on Qwest's Wholesale CMP website at the following URL: www.qwest.com/wholesale/coc.html. Recommendations of the CMP Oversight Committee will be distributed to the CMP by e-mail notification with a heading that includes "RECOMMENDATION OF THE CMP OVERSIGHT COMMITTEE." Such notifications will state the issue and briefly describe the recommendation and include a link to more detailed information about the issue. Recommendations of the CMP Oversight Committee will be included on the agenda for the next monthly CMP meeting for discussion by the CMP body. If there is not agreement on a single recommendation by the CMP Oversight Committee, the notification will include the competing recommendations discussed by the CMP Oversight Committee.

Note: Throughout this document, OSS Interfaces are defined as existing or new gateways (including application-to-application interfaces and Graphical User Interfaces), connectivity and system functions that support or affect the pre-order, order, provisioning, maintenance and repair, and billing capabilities for local services (local exchange services) provided by CLECs to their end users

Note: Throughout this document, the terms "include(s)" and "including" mean "including, but not limited to."

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APPENDIX A: SAMPLE - IMA 11.0 RANK ELIGIBLE CRS

#	CR Number	Interface	Submit Date	Company	Status	Title	Shirt Size	Est LOE Min	Est LOE Max	CR Presenter	Ranking Note
Category A: Not Rank Eligible											
1	14886	IMA Common	9/28/01	Qwest	Pending Withdrawal	Pre-order Transaction: Due Date availability & standard Intervals	Extra Large	5501	8000	Winston, Connie	Category A: Not Rank Eligible
2	23943	IMA Common	9/28/01	Qwest	Pending Withdrawal	Shared Distribution Loop- Long Term	Large	3001	5500	Winston, Connie	Category A: Not Rank Eligible
3	25505	IMA Common	9/28/01	Qwest	Pending Withdrawal	Line Splitting for UNE-P accounts	Large	3001	5500	Winston, Connie	Category A: Not Rank Eligible
4	25591	IMA Common	9/26/01	Qwest	Pending Withdrawal	Flowthrough validate LPIC LSR Entries	Medium	751	3000	Winston, Connie	Category A: Not Rank Eligible
5	25800	IMA Common	9/28/01	Qwest	Pending Withdrawal	Add New Auto Push Statuses	Medium	751	3000	Winston, Connie	Category A: Not Rank Eligible
6	27751	IMA Common	9/28/01	Qwest	Pending Withdrawal	Intrabuilding Cable.	Large	3001	5500	Winston, Connie	Category A: Not Rank Eligible
7	27756	IMA Common	9/26/01	Qwest	Pending Withdrawal	Cancellation Remarks	Small	201	750	Winston, Connie	Category A: Not Rank Eligible
Category B: Above the Line											
1	SCR013002-6	IMA Common	1/30/02	Qwest	Clarification	PID Impact - PO-2B: Unbundled Loop and Local Number Portability Edits	Large	3001	5500	Martain, Jill	Category B: Above the Line
2	SCR013002-7	IMA Common	1/30/02	Qwest	Clarification	PID Impact - PO-2B: Resale POTS Edits	Large	3001	5500	Martain, Jill	Category B: Above the Line
Category C: Rank Eligible											
1	24652	IMA Common	9/28/01	Qwest	Presented	Unbundled DID/PBX Trunk Port Facility move from LS to PS	Medium	751	3000	Winston, Connie	Category C: Rank Eligible
2	25091	IMA Common	9/26/01	Qwest	Presented	DSL Flowthrough - Re-Branding	Large	3001	5500	Winston, Connie	Category C: Rank Eligible
3	26636	IMA Common	9/28/01	Qwest	Presented	Shared Loop Enhancements	Medium	751	3000	Winston, Connie	Category C: Rank Eligible
4	30212	IMA Common	9/28/01	Qwest	Presented	Add New UNE-P PAL to IMA	Large	3001	5500	Winston, Connie	Category C: Rank Eligible
5	30215	IMA Common	10/23/01	Qwest	Presented	Wholesale Local Exchange Freeze	Large	3001	5500	Winston, Connie	Category C: Rank Eligible
6	31766	IMA Common	9/28/01	Qwest	Presented	Reject Duplicate LSRs	Medium	751	3000	Martain, Jill	Category C: Rank Eligible
7	5043011	IMA GUI	8/31/00	Eschelon	Presented	Add an online glossary of the field title abbreviations to help menu of IMA GUI	Medium	751	3000	Eschelon	Category C: Rank Eligible

Note: Throughout this document, OSS Interfaces are defined as existing or new gateways (including application-to-application interfaces and Graphical User Interfaces), connectivity and system functions that support or affect the pre-order, order, provisioning, maintenance and repair, and billing capabilities for local services (local exchange services) provided by CLECs to their end users

Note: Throughout this document, the terms “include(s)” and “including” mean “including, but not limited to.”

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APPENDIX B: SAMPLE - IMA 11.0 INITIAL PRIORITIZATION FORM

Assigned Point Value (see instructions)	#	CR Number	Title	Company	Interface	Products Impacted	Shirt Size	Est LOE Min	Est LOE Max
	1	24652	Unbundled DID/PBX Trunk Port Facility move from LS to PS	Qwest	IMA Common	Unbundled PID/PBX Trunk Port	Medium	751	3000
	2	25091	DSL Flowthrough - Re-Branding	Qwest	IMA Common	DSL	Large	3001	5500
	3	26636	Shared Loop Enhancements	Qwest	IMA Common	Shared Loop	Medium	751	3000
	4	30212	Add New UNE-P PAL to IMA	Qwest	IMA Common	UNE-P PAL	Large	3001	5500
	5	30215	Wholesale Local Exchange Freeze Based on CSRs	Qwest	IMA Common	All	Large	3001	5500
	6	31766	Reject Duplicate LSRs	Qwest	IMA Common	All Products	Medium	751	3000
	7	5043011	Add an online glossary of the field title abbreviations to help menu of IMA GUI	Eschelon	IMA GUI	All Products	Medium	751	3000
	8	5043076	Create a separate field for line numbers in EDI responses	Eschelon	IMA EDI		Large	3001	5500
	9	5206704	Add OCn capable loop LSR to IMA	ELI	IMA Common	DS1, DS3 & OCn Loop Orders	Large	3001	5500
	10	5405937	CLECs require availability to view completed LSR information in IMA GUI	Verizon	IMA GUI	Resale	Large	3001	5500
	11	5498578	Ability to send dual CFA information on an LSR for HDSL orders	WorldCom	IMA Common	HDSL	Small	201	750
	12	SCR010902-1	Limited IMA GUI Access for Pre-Order Transactions Only	McLeodUSA	IMA GUI	All	Medium	751	3000
	13	SCR012202-1	Incorrect Consolidation of DR5 USOC in IMA	Qwest	IMA Common	ISDN PRI	Medium	751	3000
	14	SCR013002-3	IMA Pre-Order - Use CCNA to retrieve a Design Layout Report (DLR)	Qwest	IMA Common		Medium	751	3000
	15	SCR013002-4	Revision of TOS field in IMA	Qwest	IMA GUI	UNE-P, Resale	Medium	751	3000
	16	SCR013002-5	PIC Freeze Documentation	Qwest	IMA Common	Resale, UNE	Medium	751	3000

Note: Throughout this document, OSS Interfaces are defined as existing or new gateways (including application-to-application interfaces and Graphical User Interfaces), connectivity and system functions that support or affect the pre-order, order, provisioning, maintenance and repair, and billing capabilities for local services (local exchange services) provided by CLECs to their end users

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APPENDIX C: SAMPLE - IMA 11.0 INITIAL PRIORITIZATION LIST

RANK	TOTAL POINT VALUE	CR Number	Title	Company	Interface	Products Impacted	Shirt Size	Est LOE Min	Est LOE Max	Original List #
1	251	SCR013102-15	LSOG 6 - Upgrade Field Numbering and Naming to Existing Qwest Forms & EDI Maps (FOUNDATION CANDIDATE) (NOTE: Per February CMP Meeting Discussion, this CR should be ranked higher than all other LSOG 6 Change Requests)	Qwest	IMA Common	All Products	Extra Large	5501	8000	32
2	231	SCR013002-8	Flowthrough on Sup 2 Category Due Date	Qwest	IMA Common	All Products except Designed Products	Large	3001	5500	17
3	227	SCR101901-1	Allow customers to move and change local service providers at the same time. (NOTE: Per February CMP Meeting Discussion, this CR should be ranked higher than #26)	Eschelon	IMA Common	Centrex Resale, UNE-P	Extra Large	5500	8000	35
4	214	31766	Reject Duplicate LSRs	Qwest	IMA Common	All Products	Medium	751	3000	6
5	211	SCR013002-3	IMA Pre-Order - Use CCNA to retrieve a Design Layout Report (DLR)	Qwest	IMA Common		Medium	751	3000	14

Note: Throughout this document, OSS Interfaces are defined as existing or new gateways (including application-to-application interfaces and Graphical User Interfaces), connectivity and system functions that support or affect the pre-order, order, provisioning, maintenance and repair, and billing capabilities for local services (local exchange services) provided by CLECs to their end users

Note: Throughout this document, the terms “include(s)” and “including” mean “including, but not limited to.”

APPENDIX D: SAMPLE CHANGE REQUEST FORM – AS OF 03/03/05

CHANGE REQUEST FORM

CR # _____ Status: _____
 Originated By: _____ Date Submitted: _____
 Company: _____ Internal Ref# _____
 Originator: _____
 Name, Title, and email/phone# _____

Area of Change Request: Please click appropriate box(es) and fill out the section(s) below.

- Product/Process System

Exception Process Requested: Please click appropriate boxes

- Yes No

(Exception Process Requests will be considered at the next monthly CMP meeting unless Exception call/meeting requested)

- Exception call/meeting requested
 Qwest SME(s) requested at Pre-Meeting (list if required) _____

Available Dates/Time for Clarification/Exception Pre-Meeting
1.
2.
3.
4.
5.

Regulatory or Industry Guideline CR: Please click appropriate box if you would like the CR to be considered as a Regulatory or Industry Guideline change.

- Regulatory Industry Guideline; Indicate industry forum: _____

Title of Change:

Description of Change/Exception:

Expected Deliverables/Proposed Implementation Date (if applicable):

OPTIONAL – COMPLETE THE SECTIONS BELOW WHERE APPLICABLE

Products Impacted: Please Click all appropriate boxes & also list specific products within product group, if applicable.

- | | | | |
|---|-------|---|-------|
| <input type="checkbox"/> Ancillary | _____ | <input type="checkbox"/> LNP | _____ |
| <input type="checkbox"/> LIDB | _____ | <input type="checkbox"/> Private Line | _____ |
| <input type="checkbox"/> 8XX | _____ | <input type="checkbox"/> Resale | _____ |
| <input type="checkbox"/> 911 | _____ | <input type="checkbox"/> Switched Service | _____ |
| <input type="checkbox"/> Calling Name | _____ | <input type="checkbox"/> UDIT | _____ |
| <input type="checkbox"/> SS7 | _____ | <input type="checkbox"/> Unbundled Loop | _____ |
| <input type="checkbox"/> AIN | _____ | <input type="checkbox"/> UNE | _____ |
| <input type="checkbox"/> DA | _____ | <input type="checkbox"/> Switching | _____ |
| <input type="checkbox"/> Operation Services | _____ | <input type="checkbox"/> Transport (Include EUDIT) | _____ |
| <input type="checkbox"/> INP | _____ | <input type="checkbox"/> Loop | _____ |
| <input type="checkbox"/> Centrex | _____ | <input type="checkbox"/> UNE-P | _____ |
| <input type="checkbox"/> Collocation | _____ | <input type="checkbox"/> EEL (UNE-C) | _____ |
| <input type="checkbox"/> Physical | _____ | <input type="checkbox"/> Other | _____ |
| <input type="checkbox"/> Virtual | _____ | <input type="checkbox"/> Wireless | _____ |
| <input type="checkbox"/> Adjacent | _____ | <input type="checkbox"/> LIS / Interconnect | _____ |
| <input type="checkbox"/> ICDF Collocation | _____ | <input type="checkbox"/> EICT | _____ |
| <input type="checkbox"/> Other | _____ | <input type="checkbox"/> Tandem Trans. / TST | _____ |
| <input type="checkbox"/> Enterprise Data Source | _____ | <input type="checkbox"/> DTT / Dedicated Transport | _____ |
| <input type="checkbox"/> Other | _____ | <input type="checkbox"/> Tandem Switching | _____ |

Local Switching _____

Area Impacted: Please click appropriate box.

- Pre-Ordering Provisioning
 Ordering
 Billing
 Maintenance / Repair Other _____

Form/Transaction/Process Impacted (IMA only): Please click all appropriate boxes.

Order

- LSR End User (EU) Resale (RS) Resale Split (RSS)
 Centrex (CRS) Resale Pvt. Line (RPL) Hunt Group (HGI) Loop Service (LS)
 Centrex Split (CRSS) Port Service (PS) Number Port (NP) Loop Service w/NP (LSNP)
 Frame Relay (RFR) DID Resale (DRS) Directory Listings (DL)
 Other _____

LSR Activity

- N - New C - Change D - Disconnect T - Outside Move
 M - Inside Move Y - Deny L - Seasonal Suspend W - Conversion As Is
 B - Restore R - Record Z - Conv as Spec/No DL V - Conversion As Spec
 Other _____

Pre-Order

- Address Validation CSR TN Reservation Loop Qual
 Facility Avail. Service Avail. CFA Validation Appointment Scheduler
 Raw Loop Data DLR Meet Point Listing Reconciliation
 Cancel Other _____

Post-Order

- Local Response Completion PSON Billing Completion
 Status Updates. Status Inquiry LSR Notice Inquiry LSR Status Inquiry
 DSRED Batch Hot Cut Provider Notification Other _____

OSS Interfaces Impacted: Please click all appropriate boxes.

- CEMR IMA EDI MEDIACC QORA
 EXACT IMA GUI Product Database Wholesale Billing Interface
 Directory Listing HEET SATE Other _____

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The Change Request (CR) Form is the written documentation for submitting a CR for a Product, Process or OSS interface (Systems) change. The CR should be reviewed and submitted by the individual, which was selected to act as a single point of contact for the management of CRs to Qwest. Electronic version of the CR Form can be downloaded from the Qwest Wholesale WEB Page at <http://www.qwest.com/wholesale/cmp/changerequest.html>.

Product/Process and System CRs may be submitted to Qwest via e-mail at: cmpr@qwest.com

To input data to the form, use the Tab Key to navigate between each field. The following fields on the CR Form must be completed as a minimum, unless noted otherwise:

Submitted By

- Enter the date the CR is being submitted to the Qwest CMP Manager.
- Enter Company's name and Submitter's name, title, and email/Phone #.
- Optional – identify potential available dates Submitter is available for a Clarification Meeting.
- Optional – enter a Company Internal Reference No. to be identified.

Area of Change Request

- Select the type of CR that is being submitted (Product, Process, or Systems).

Exception Process Requested

- Originator should indicate if they wish to have the request handled on an exception basis.
- Exception requests will be considered at the next monthly CMP meeting, unless the Originator requests an emergency call/meeting.
- Optional - Select Emergency call/meeting requested, if an emergency call/meeting is required.
- Optional - Originator may request a pre-meeting with Qwest by selecting the Pre-meeting with Qwest requested box.
- Optional - Originator may identify certain Qwest SME(s) to attend the Pre-meeting by selecting the Qwest SME(s) requested at Pre-Meeting box and listing the SME(s).

Regulatory or Industry Guideline CR

- Select either Regulatory or Industry Guideline if you would like the CR to be considered as a Regulatory or Industry Guideline change

Title of Change

- Enter a title for this CR. This should concisely describe the CR.

Description of Change/Exception

- Describe the Functional needs of the change being requested. To the extent practical, please provide examples to support the functional need and the names of Qwest personnel with whom the originator has been working to resolve the request. Also include the business benefit of this request.
- If Exception Process requested, provide reason for seeking an exception.

Expected Deliverables/Proposed Implementation Date (if applicable)

- Enter the desired outcome required (e.g. revised process, clarification, improved communication, etc.) and the desired date for completion. The specific deliverables Qwest must produce in order to close the CR. The originator should provide as much detail as possible.

Products Impacted – Optional

- To the extent known, check the applicable products that are impacted by the CR.

Area Impacted – Optional

- To the extent known, check the applicable process areas that are impacted by the CR.

OSS Interfaces Impacted – Optional

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- To the extent known, check the applicable systems that are impacted by the CR.

Qwest's CMP Manager will complete the remainder of the Form.

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APPENDIX E: SPECIAL CHANGE REQUEST PROCESS (SCRP) REQUEST FORM

SAMPLE

Qwest Wholesale Change Management Process (CMP)

Special Change Request Process (SCRP) Form

In the event that a systems CMP CR is not ranked high enough in prioritization for inclusion in the next Release, or as otherwise provided in the Qwest Wholesale CMP, the CR originator may elect to invoke the CMP Special Change Request Process (SCRP) as described Section 10.3 of the Qwest Wholesale Change Management Document.

The SCRП may be requested up to five (5) calendar days after prioritization results are posted. However, the SCRП does not supercede the process defined in Section 5.0 of the Qwest Wholesale Change Management Process Document.

The information requested on this form is essential for Qwest to evaluate your invocation of the Special Change Request Process (SCRП). Specific timeframes for evaluating your request are identified in the Special Change Request section of the Qwest Wholesale Change Management Process Document.

Complete the application form in full, using additional pages as necessary, and then submit the form to cmpesc@qwest.com. All applicable sections must be completed before Qwest can begin processing your request.

Requested By Name: _____ **Email Address:** _____

Company Name: _____

Address: _____

Primary Technical Contact

Name: _____ **Email Address:** _____

Telephone Number: _____ **Fax Number:** _____

Primary Billing Contact

Name: _____ **Email Address:** _____

Telephone Number: _____ **Fax Number:** _____

Date of Request: _____

Date Received: _____ *(Completed by Qwest CMP Manager)*

1. Provide Qwest Wholesale CMP CR number for which you are requesting the SCRП:

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2. Provide reason for invoking the SCRCP.

3. Provide proposed release to include CR in or proposed implementation date.

4. Provide any additional information that you feel would assist Qwest in preparing the SCRCP quote.

5. List contact information for any other companies joining in the SCRCP.

Company Name: _____

Contact Name: _____ Email Address: _____

Telephone Number: _____ Fax Number: _____

Company Name: _____

Contact Name: _____ Email Address: _____

Telephone Number: _____ Fax Number: _____

6. List additional contacts, such as technical personnel, who may help us during the evaluation of this request.

Contact Name: _____ Email Address: _____

Telephone Number: _____ Fax Number: _____

Contact Name: _____ Email Address: _____

Telephone Number: _____ Fax Number: _____

Please submit this form to Qwest in the following manner:

Send an e-mail to the Qwest CMP SCRCP mailbox (cmpesc@qwest.com). The subject line of the e-mail message must include:

- "SCRCP FORM"

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- CR number and title
- CR originator's company name

The text of the e-mail message must include:

- Description of the CR
- A completed SCRCP Form
- A single point of contact for the SCRCP request including:
 - Primary requestor's name and company
 - Phone number
 - E-mail address
- Circumstances which have necessitated the invocation of the SCRCP
- Desired implementation date
- If more than one company is making the SCRCP request, the names and point of contact information for the other requesting companies.

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APPENDIX F: CLEC-QWEST VOTING TALLY FORM

Name of Call/Meeting:	
Date of Vote:	

Subject:	
-----------------	--

Voting Carrier	Voting Participant (in person, by phone, or by email)	Vote		
		YES	NO	Abstain

Result:	
----------------	--

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DEFINITION OF TERMS

Term	Definition
CLEC	A telecommunications provider that has authority to provide local exchange telecommunications service on or after February 8, 1996, unless such provider has been declared an Incumbent Local Exchange Carrier under the Federal Telecommunications Act of 1996.
Design, Development, Notification, Testing, Implementation and Disposition	<p>Design: To plan out in a systematic way. Design at Qwest includes the Business Requirements Document and the Systems Requirements Document. These two documents are created to define the requirements of a Change Request (CR) in greater detail such that programmers can write system software to implement the CR.</p> <p>Development: The process of writing code to create changes to a computer system or sub system software that have been documented in the Business Requirements and Systems Requirements.</p> <p>Notification: The act or an instance of providing information. Various specific notifications are documented throughout this CMP. Notifications apply to both Systems and Product & Process changes</p> <p>Testing: The process of verifying that the capabilities of a new software Release were developed in accordance with the Technical Specifications and performs as expected. Testing would apply to both Qwest internal testing and joint Qwest/CLEC testing.</p> <p>Implementation: The execution of the steps and processes necessary in order to make a new Release of a computer system available in a particular environment. These environments are usually testing environments or production environments.</p> <p>Disposition: A final settlement as to the treatment of a particular Change Request.</p>
Good Faith	"Good faith" means honesty in fact and the observance of reasonable commercial standards of fair dealing.
History Log	A History Log documents the changes to a specific document. The log will contain the document name and, for each change, the document version number, change effective date, description of change, affected section name and number, reason for change, and any related CR or notification number.
Level of Effort	Estimated range of hours required to implement a Change Request

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Term	Definition
<p>OSS Interface</p>	<p>Existing or new gateways (including application-to-application interfaces and Graphical User Interfaces), connectivity and system functions that support or affect the pre-order, order, provisioning, maintenance and repair, and billing capabilities for local services provided by CLECs to their end users.</p>
<p>OSS Interface Application to Application Testing</p> <ul style="list-style-type: none"> • Controlled Production Testing • Initial Implementation Testing • Migration Testing • Regression Testing 	<p>Controlled Production Testing: Controlled Production process is designed to validate CLEC ability to transmit transactions that meet industry standards and comply with Qwest business rules. Controlled Production consists of submitting requests to the Qwest production environment for provisioning as production orders with limited volumes. Qwest and CLEC use Controlled Production results to determine operational readiness for full production turn-up.</p> <p>Initial Implementation Testing: This type of application-to-application testing allows a CLEC to validate its technical development of an OSS Interface before turn-up in production of new transactions or significantly changed capabilities.</p> <p>Migration Testing: Process to test in the Customer Testing Environment a subsequent application-to-application Release from a previous Release. This type of testing allows a CLEC to move from one Release to a subsequent Release of a specific OSS Interface.</p> <p>Regression Testing: Process to test, in the Customer Test Environment, OSS Interfaces, business process or other related interactions. Regression Testing is primarily for use with 'no intent' toward meeting any Qwest entry or exit criteria within an implementation process. Regression Testing includes testing transactions previously tested, or certified.</p>
<p>Release</p> <ul style="list-style-type: none"> • Major Release • Point Release • Patch Release 	<p>A Release is an implementation of changes resulting from a CR or production support issue for a particular OSS Interface There are three types of Releases for IMA.:</p> <ul style="list-style-type: none"> • Major Release may be CLEC impacting (to systems code and CLEC operating procedures) via EDI changes, GUI changes, technical changes, or all. Major Releases are the primary vehicle for implementing systems Change Requests of all types (Regulatory, Industry Guideline, CLEC originated and Qwest originated). • Point Release may not be CLEC code impacting, but may affect CLEC operating procedures. The Point Release is used to fix bugs introduced in previous Releases, apply technical changes, make changes to the GUI, and/or deliver enhancements to IMA disclosed in a Major Release that could not be delivered in the timeframe of the Major Release.

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Term	Definition
	<ul style="list-style-type: none"> Patch Release is a specially scheduled system change for the purpose of installing the software required to resolve an issue associated with a trouble ticket.
Release Notification	A notification distributed by Qwest through the Mailout tool to provide the information required by the following sections of this CMP: 7.0 - Introduction of a New OSS Interface, 8.0 - Change to Existing OSS Interfaces and 9.0 - Retirement of Existing OSS Interfaces.
Release Production Date	The Release Production Date is the date that a software Release is first available to the CLECs for issuance of production transactions.
Software Defects	A problem with system software that is not working according to the Technical Specifications and is causing detrimental impacts to the users.
Stand-alone Testing Environment (SATE)	A Stand-Alone Testing Environment is a test environment that can be used by CLECs for Initial Implementation Testing, Migration Testing and Regression Testing. SATE takes CLEC pre-order and order transaction requests, passes the requests to the stand-alone database, and returns responses to the CLEC user. SATE uses pre-defined test account data and requests that are subject to the same BPL IMA/EDI edits as those used in production. The SATE is intended to mirror the production environment (including simulation of all legacy systems). SATE is part of the Customer Test Environment.
Sub-systems	A collection of tightly coupled software modules that is responsible for performing one or more specific functions in an OSS Interface.
Subject Matter Expert (SME)	An individual responsible for products, processes or systems identified or potentially affected by the CLEC or Qwest request. When attending a CMP meeting, a SME will either answer specific questions about the request or take action items to answer promptly specific questions.
Technical Specifications	<p>Detailed documentation that contains all of the information that a CLEC will need in order to build a particular Release of an application-to-application OSS Interface. Technical Specifications include:</p> <ul style="list-style-type: none"> A chapter for each transaction or product which includes a business (OBF forms to use) description, a business model (electronic transactions needed to complete a business function), trading partner access information, mapping examples, data dictionary <p>Technical Specification Appendices for IMA include:</p>

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Term	Definition
	<ul style="list-style-type: none"> • Developer Worksheets • IMA Additional Edits (edits from backend OSS Interfaces) • Developer Worksheets Change Summary (field by field, Release by Release changes) • EDI Mapping and Code Conversion Changes (Release by Release changes) • Facility Based Directory Listings • Generic Order Flow Business Model <p>The above list may vary for non-IMA application to application interfaces</p>
Version	A version is the same as an OSS Interface Release (Major or Point Release)

Section 12.0 - ACCESS TO OPERATIONAL SUPPORT SYSTEMS (OSS)

12.1 Description

12.1.1 Qwest has developed and shall continue to provide Operational Support System (OSS) interfaces using electronic gateways and manual processes. These gateways act as a mediation or control point between CLEC's and Qwest's OSS. These gateways provide security for the interfaces, protecting the integrity of the Qwest OSS and databases. Qwest's OSS interfaces have been developed to support Pre-ordering, Ordering and Provisioning, Maintenance and Repair and Billing. This section describes the interfaces and manual processes that Qwest has developed and shall provide to CLEC. Additional technical information and details shall be provided by Qwest in training sessions and documentation and support, such as the "Interconnect Mediated Access User's Guide." Qwest will continue to make improvements to the electronic interfaces as technology evolves, Qwest's legacy systems improve, or CLEC needs require. Qwest shall provide notification to CLEC consistent with the provisions of the Change Management Process (CMP) set forth in Section 12.2.6.

12.1.2 Through its electronic gateways and manual processes, Qwest shall provide CLEC non-discriminatory access to Qwest's OSS for Pre-ordering, Ordering and Provisioning, Maintenance and Repair, and Billing functions. For those functions with a retail analogue, such as pre-ordering and ordering and Provisioning of resold services, Qwest shall provide CLEC access to its OSS in substantially the same time and manner as it provides to itself. For those functions with no retail analogue, such as pre-ordering and ordering and Provisioning of Unbundled Elements, Qwest shall provide CLEC access to Qwest's OSS sufficient to allow an efficient competitor a meaningful opportunity to compete. Qwest will comply with the standards for access to OSS set forth in Section 20. Qwest shall deploy the necessary systems and personnel to provide sufficient access to each of the necessary OSS functions. Qwest shall provide assistance for CLEC to understand how to implement and use all of the available OSS functions. Qwest shall provide CLEC sufficient electronic and manual interfaces to allow CLEC equivalent access to all of the necessary OSS functions. Through its web site, training, disclosure documentation and development assistance, Qwest shall disclose to CLEC any internal business rules and other formatting information necessary to ensure that CLEC's requests and orders are processed efficiently. Qwest shall provide training to enable CLEC to devise its own course work for its own employees. Through its documentation available to CLEC, Qwest will identify how its interface differs from national guidelines or standards. Qwest shall provide OSS designed to accommodate both current demand and reasonably foreseeable demand.

12.2 OSS Support for Pre-Ordering, Ordering and Provisioning

12.2.1 Local Service Request (LSR) Ordering Process

12.2.1.1 Qwest shall provide electronic interface gateways for submission of LSRs, including both an Electronic Data Interchange (EDI) interface and a Graphical User Interface (GUI).

12.2.1.2 The interface guidelines for EDI are based upon the Order & Billing Forum (OBF) Local Service Order Guidelines (LSOG), the Telecommunication Industry Forum (TCIF) Customer Service Guidelines; and the American National Standards Institute/Accredited Standards Committee (ANSI ASC) X12 protocols. Exceptions to the

above guidelines/standards shall be specified in the EDI disclosure documents.

12.2.1.3 The GUI shall provide a single interface for Pre-Order and Order transactions from CLEC to Qwest and is browser based. The GUI interface shall be based on the LSOG and utilizes a WEB standard technology, Hyper Text Markup Language (HTML), JAVA and the Transmission Control Protocol/Internet Protocol (TCP/IP) to transmit messages.

12.2.1.4 Functions Pre-ordering - Qwest will provide real time, electronic access to pre-order functions to support CLEC's ordering via the electronic interfaces described herein. Qwest will make the following real time pre-order functions available to CLEC:

12.2.1.4.1 Features, services and Primary Interexchange Carrier (PIC) options for IntraLATA Toll and InterLATA Toll available at a valid service address;

12.2.1.4.2 Access to Customer Service Records (CSRs) for Qwest retail or resale End User Customers. The information will include Billing name, service address, Billing address, service and feature subscription, Directory Listing information, and Long Distance Carrier identity;

12.2.1.4.3 Telephone number request and selection;

12.2.1.4.4 Reservation of appointments for service installations requiring the dispatch of a Qwest technician on a non-discriminatory basis;

12.2.1.4.5 Information regarding whether dispatch is required for service installation and available installation appointments;

12.2.1.4.6 Service address verification;

12.2.1.4.7 Facility availability, Loop qualification, and Loop make-up information, including, but not limited to, Loop length, presence of Bridged Taps, repeaters, and loading coils.

12.2.1.4.8 A list of valid available CFAs for Unbundled Loops.

12.2.1.4.9 A list of one to five (1-5) individual Meet Points or a range of Meet Points for shared Loops.

12.2.1.4.10 Design Layout Record (DLR) Query which provides the layout for the local portion of a circuit at a particular location where applicable.

12.2.1.5 Dial-Up Capabilities

12.2.1.5.1 Intentionally Left Blank.

12.2.1.5.2 Intentionally Left Blank.

12.2.1.5.3 When CLEC requests from Qwest more than fifty (50) SecurIDs for use by CLEC Customer service representatives at a single CLEC location,

CLEC shall use a T1 line instead of dial-up access at that location. If CLEC is obtaining the line from Qwest, then CLEC shall be able to use SecurIDs until such time as Qwest provisions the T1 line and the line permits pre-order and order information to be exchanged between Qwest and CLEC.

12.2.1.6 Access Service Request (ASR) Ordering Process

12.2.1.6.1 Qwest shall provide a computer-to-computer batch file interface for submission of ASRs based upon the OBF Access Service Order Guidelines (ASOG). Qwest shall supply exceptions to these guidelines in writing in sufficient time for CLEC to adjust system requirements.

12.2.1.7 Facility Based EDI Listing Process -- Qwest shall provide a Facility Based EDI Listing interface to enable CLEC Listing data to be translated and passed into the Qwest Listing database. This interface is based upon OBF LSOG and ANSI ASC X12 standards. Qwest shall supply exceptions to these guidelines/standards in writing in sufficient time for CLEC to adjust system requirements.

12.2.1.8 Qwest will establish interface contingency plans and disaster recovery plans for the interfaces described in this Section. Qwest will work cooperatively with CLECs through the CMP process to consider any suggestions made by CLECs to improve or modify such plans. CLEC specific requests for modifications to such plans will be negotiated and mutually agreed upon between Qwest and CLEC.

12.2.1.9 Ordering and Provisioning - Qwest will provide access to ordering and status functions. CLEC will populate the service request to identify what features, services, or elements it wishes Qwest to provision in accordance with Qwest's published business rules.

12.2.1.9.1 Qwest shall provide all Provisioning services to CLEC during the same business hours that Qwest provisions services for its End User Customers. Qwest will provide out-of-hours Provisioning services to CLEC on a non-discriminatory basis as it provides such Provisioning services to itself, its End User Customers, its Affiliates or any other Party. Qwest shall disclose the business rules regarding out-of-hours Provisioning on its wholesale web site.

12.2.1.9.2 When CLEC places an electronic order, Qwest will provide CLEC with an electronic Firm Order Confirmation notice (FOC). The FOC will follow industry-standard formats and contain the Qwest Due Date for order completion. Upon completion of the order, Qwest will provide CLEC with an electronic completion notice which follows industry-standard formats and which states when the order was completed. Qwest supplies two (2) separate completion notices: 1) service order completion (SOC) which notifies CLEC that the service order record has been completed, and 2) Billing completion that notifies CLEC that the service order has posted to the Billing system.

12.2.1.9.3 When CLEC places a manual order, Qwest will provide CLEC with a manual Firm Order Confirmation notice. The confirmation notice will follow industry-standard formats. Upon completion of the order, Qwest will provide CLEC with a completion notice which follows industry-standard formats and

which states when the order was completed. Qwest supplies two (2) separate completion notices: 1) service order completion (SOC) which notifies CLEC that the service order record has been completed, and 2) Billing completion that notifies CLEC that the service order has posted to the Billing system.

12.2.1.9.4 When CLEC places an electronic order, Qwest shall provide notification electronically of any instances when (1) Qwest's Committed Due Dates are in jeopardy of not being met by Qwest on any service or (2) an order is rejected. The standards for returning such notices are set forth in Section 20.

12.2.1.9.5 When CLEC places a manual order, Qwest shall provide notification of any instances when (1) Qwest's Committed Due Dates are in jeopardy of not being met by Qwest on any service or (2) an order is rejected. The standards for returning such notices are set forth in Section 20.

12.2.1.9.6 Business rules regarding rejection of LSRs or ASRs are subject to the provisions of Section 12.2.6.

12.2.1.9.7 Where Qwest provides installation on behalf of CLEC, Qwest shall advise the CLEC End User Customer to notify CLEC immediately if CLEC's End User Customer requests a service change at the time of installation.

12.2.2 Maintenance and Repair

12.2.2.1 Qwest shall provide electronic interface gateways, including an Electronic Bonding interface and a GUI interface, for reviewing an End User Customer's trouble history at a specific location, conducting testing of an End User Customer's service where applicable, and reporting trouble to facilitate the exchange of updated information and progress reports between Qwest and CLEC while the Trouble Report (TR) is open and a Qwest technician is working on the resolution. CLEC may also report trouble through manual processes. For designed services, the TR will not be closed prior to verification by CLEC that trouble is cleared.

12.2.3 Interface Availability

12.2.3.1 Qwest shall make its OSS interfaces available to CLEC during the hours listed in the Gateway Availability PIDs in Section 20.

12.2.3.2 Qwest shall notify CLEC in a timely manner regarding system downtime through mass email distribution and pop-up windows as applicable.

12.2.4 Billing

12.2.4.1 For products billed out of the Qwest Interexchange Access Billing System (IABS), Qwest will utilize the existing CABS/BOS format and technology for the transmission of bills.

12.2.4.2 For products billed out of the Qwest Customer Record Information System (CRIS), Qwest will utilize the existing EDI standard for the transmission of monthly local Billing information. EDI is an established standard under the auspices of the ANSI/ASC X12 Committee. A proper subset of this specification has been adopted

by the Telecommunications Industry Forum (TCIF) as the "811 Guidelines" specifically for the purposes of Telecommunications Billing. Any deviance from these standards and guidelines shall be documented and accessible to CLEC.

12.2.5 Outputs

Output information will be provided to CLEC in the form of bills, files, and reports. Bills will capture all regular monthly and incremental/usage charges and present them in a summarized format. The files and reports delivered to CLEC come in the following categories:

Usage Record File	Line Usage Information
Loss and Completion	Order Information
Category 11	Facility Based Line Usage Information
SAG/FAM	Street Address/Facility Availability Information

12.2.5.1 Bills

12.2.5.1.1 CRIS Summary Bill - The CRIS Summary Bill represents a monthly summary of charges for most wholesale products sold by Qwest. This bill includes a total of all charges by entity plus a summary of current charges and adjustments on each sub-account. Individual sub-accounts are provided as Billing detail and contain monthly, one-time charges and incremental/call detail information. The Summary Bill provides one bill and one payment document for CLEC. These bills are segmented by state and bill cycle. The number of bills received by CLEC is dictated by the product ordered and the Qwest region in which CLEC is operating.

12.2.5.1.2 IABS Bill - The IABS Bill represents a monthly summary of charges. This bill includes monthly and one-time charges plus a summary of any usage charges. These bills are segmented by product, LATA, Billing account number (BAN) and bill cycle.

12.2.5.2 Files and Reports

12.2.5.2.1 Daily Usage Record File provides the accumulated set of call information for a given Day as captured or recorded by the network Switches. This file will be transmitted Monday through Friday, excluding Qwest holidays. This information is a file of unrated Qwest originated usage messages and rated CLEC originated usage messages. It is provided in ATIS standard Electronic Message Interface (EMI) format. This EMI format is outlined in the document SR-320; which can be obtained directly from ATIS. The Daily Usage Record File contains multi-state data for the Data Processing Center generating this information. Individual state identification information is contained with the message detail. Qwest will provide this data to CLEC with the same level of precision and accuracy it provides itself. This file will be provided for resale products.

12.2.5.2.2 The charge for this Daily Usage Record File is contained in Exhibit A of this Agreement.

12.2.5.2.3 Routing of in-region IntraLATA Collect, Calling Card, and Third Number Billed Messages - Qwest will distribute in-region IntraLATA collect, calling card, and third number billed messages to CLEC and exchange with other CLECs operating in region in a manner consistent with existing inter-company processing agreements. Whenever the daily usage information is transmitted to a Carrier, it will contain these records for these types of calls as well.

[Negotiations Template: For 12 STATES, Section 12.2.5.2.4 below applies]

12.2.5.2.4 Loss Report provides CLEC with a daily report that contains a list of accounts that have had lines and/or services disconnected. This may indicate that the End User Customer has changed CLECs or removed services from an existing account. This report also details the order number, service name and address, and date this change was made. Individual reports will be provided for resale and Unbundled Loop products.

[Negotiations Template: For IDAHO and OREGON, Section 12.2.5.2.4 below applies]

12.2.5.2.4 Loss Report provides CLEC with a daily report that contains a list of accounts that have had lines and/or services disconnected. This may indicate that the End User Customer has changed CLECs or removed services from an existing account. This report also details the order number, service name and address, and date this change was made. Individual reports will be provided for resale, Unbundled Loop, and Interim Number Portability products.

12.2.5.2.5 Completion Report provides CLEC with a daily report. This report is used to advise CLEC that the order(s) for the service(s) requested is complete. It details the order number, service name and address and date this change was completed. Individual reports will be provided for resale and Unbundled Loop products.

12.2.5.2.6 Category 11 Records are Exchange Message Records (EMR) which provide mechanized record formats that can be used to exchange access usage information between Qwest and CLEC. Category 1101 series records are used to exchange detailed access usage information.

12.2.5.2.7 Intentionally Left Blank.

12.2.5.2.8 SAG/FAM Files. The SAG (Street Address Guide)/FAM (Features Availability Matrix) files contain the following information:

- a) SAG provides Address and Serving Central Office Information.
- b) FAM provides USOCs and descriptions by state (POTS services only), and USOC availability by NPA-NXX with the exception of Centrex. InterLATA/IntraLATA Carriers by NPA-NXX.

These files are made available via a download process. They can be retrieved by FTP (File Transfer Protocol), NDM connectivity, or a web browser.

12.2.6 Change Management

Qwest agrees to maintain a change management process, known as the Change Management Process (CMP), that is consistent with or exceeds industry guidelines, standards and practices to address Qwest's OSS, products and processes. The CMP shall include, but not be limited to, the following: (i) provide a forum for CLEC and Qwest to discuss CLEC and Qwest change requests (CR), CMP notifications, systems release life cycles, and communications; (ii) provide a forum for CLECs and Qwest to discuss and prioritize CRs, where applicable pursuant to the CMP Document; (iii) develop a mechanism to track and monitor CRs and CMP notifications; (iv) establish intervals where appropriate in the process; (v) processes by which CLEC impacts that result from changes to Qwest's OSS, products or processes can be promptly and effectively resolved; (vi) processes that are effective in maintaining the shortest timeline practicable for the receipt, development and implementation of all CRs; (vii) sufficient dedicated Qwest processes to address and resolve in a timely manner CRs and other issues that come before the CMP body; (viii) processes for OSS Interface testing; (ix) information that is clearly organized and readily accessible to CLECs, including the availability of web-based tools; (x) documentation provided by Qwest that is effective in enabling CLECs to build an electronic gateway; and (xi) a process for changing CMP that calls for collaboration among CLECs and Qwest and requires agreement by the CMP participants. Pursuant to the scope and procedures set forth in the CMP Document, Qwest will submit to CLECs through the CMP, among other things, modifications to existing products and product and technical documentation available to CLECs, introduction of new products available to CLECs, discontinuance of products available to CLECs, modifications to pre-ordering, ordering/Provisioning, maintenance/repair or Billing processes, introduction of pre-ordering, ordering/Provisioning, maintenance/repair or Billing processes, discontinuance of pre-ordering, ordering/Provisioning, maintenance/repair or Billing processes, modifications to existing OSS interfaces, introduction of new OSS interfaces, and retirement of existing OSS interfaces. Qwest will maintain as part of CMP an escalation process so that CMP issues can be escalated to a Qwest representative authorized to make a final decision and a process for the timely resolution of disputes. The governing document for CMP, known as the "Change Management Process" Document is the subject of ongoing negotiations between Qwest and CLECs in the ongoing CMP redesign process. The CMP Document will continue to be changed through those discussions. The CMP Document reflects the commitments Qwest has made regarding maintaining its CMP and Qwest commits to implement agreements made in the CMP redesign process as soon as practicable after they are made. The CMP Document will be subject to change through the CMP process, as set forth in the CMP Document. Qwest will maintain the most current version of the CMP Document on its wholesale web site.

12.2.6.1 In the course of establishing operational ready system interfaces between Qwest and CLEC to support local service delivery, CLEC and Qwest may need to define and implement system interface specifications that are supplemental to existing standards. CLEC and Qwest will submit such specifications to the appropriate standards committee and will work towards their acceptance as standards.

12.2.6.2 Release updates will be implemented pursuant to the CMP.

12.2.6.3 Intentionally Left Blank.

[Negotiations Template: For WYOMING, Section 12.2.6.4 below applies; for 13 STATES, Section 12.2.6.4 does not exist]

12.2.6.4 No Party or parties may use the procedures in the CMP to modify the terms of a regulatory or legal entity's mandate which constitutes a Regulatory Change.

12.2.7 CLEC Responsibilities for Implementation of OSS Interfaces

12.2.7.1 Before CLEC implementation can begin, CLEC must completely and accurately answer the New Customer Questionnaire as required in Section 3.2.

12.2.7.2 Once Qwest receives a complete and accurate New Customer Questionnaire, Qwest and CLEC will mutually agree upon time frames for implementation of connectivity between CLEC and the OSS interfaces.

12.2.8 Qwest Responsibilities for On-going Support for OSS Interfaces

Qwest will support previous EDI releases for six (6) months after the next subsequent EDI release has been deployed.

12.2.8.1 Qwest will provide written notice to CLEC of the need to migrate to a new release.

12.2.8.2 Qwest will provide an EDI Implementation Coordinator to work with CLEC for business scenario re-certification, migration and data conversion strategy definition.

12.2.8.3 Re-certification is the process by which CLEC demonstrates the ability to generate correct functional transactions for enhancements not previously certified. Qwest will provide the suite of tests for re-certification to CLEC with the issuance of the disclosure document.

12.2.8.4 Qwest shall provide training mechanisms for CLEC to pursue in educating its internal personnel. Qwest shall provide training necessary for CLEC to use Qwest's OSS interfaces and to understand Qwest's documentation, including Qwest's business rules.

12.2.9 CLEC Responsibilities for On-going Support for OSS Interfaces

12.2.9.1 If using the GUI interface, CLEC will take reasonable efforts to train CLEC personnel on the GUI functions that CLEC will be using.

12.2.9.2 An exchange protocol will be used to transport EDI formatted content. CLEC must perform certification testing of exchange protocol prior to using the EDI interface.

12.2.9.3 Qwest will provide CLEC with access to a stable testing environment that mirrors production to certify that its OSS will be capable of interacting smoothly and efficiently with Qwest's OSS. Qwest has established the following test processes to assure the implementation of a solid interface between Qwest and CLEC:

12.2.9.3.1 Connectivity Testing – CLEC and Qwest will conduct

connectivity testing. This test will establish the ability of the trading partners to send and receive EDI messages effectively. This test verifies the communications between the trading partners. Connectivity is established during each phase of the implementation cycle. This test is also conducted prior to controlled production and before going live in the production environment if CLEC or Qwest has implemented environment changes when moving into production.

12.2.9.3.2 Stand-Alone Testing Environment (SATE) – Qwest's stand-alone testing environment will take pre-order and order requests, pass them to the stand-alone database, and return responses to CLEC during its development and implementation of EDI. The SATE provides CLEC the opportunity to validate its technical development efforts built via Qwest documentation without the need to schedule test times. This testing verifies CLEC's ability to send correctly formatted EDI transactions through the EDI system edits successfully for both new and existing releases. SATE uses test account data supplied by Qwest. Qwest will make additions to the test beds and test accounts as it introduces new OSS electronic interface capabilities, including support of new products and services, new interface features, and functionalities. All SATE pre-order queries and orders are subjected to the same edits as production pre-order and order transactions. This testing phase is optional.

12.2.9.3.3 Interoperability Testing – CLEC has the option of participating with Qwest in Interoperability testing to provide CLEC with the opportunity to validate technical development efforts and to quantify processing results. Interoperability testing verifies CLEC's ability to send correct EDI transactions through the EDI system edits successfully. Interoperability testing requires the use of valid data in Qwest production systems. All Interoperability pre-order queries and order transactions are subjected to the same edits as production orders. This testing phase is optional when CLEC has conducted Stand-Alone Testing successfully. Qwest shall process pre-order transactions in Qwest's production OSS and order transactions through the business processing layer of the EDI interfaces.

12.2.9.3.4 Controlled Production – Qwest and CLEC will perform controlled production. The controlled production process is designed to validate the ability of CLEC to transmit EDI data that completely meets X12 standards definitions and complies with all Qwest business rules. Controlled production consists of the controlled submission of actual CLEC production requests to the Qwest production environment. Qwest treats these pre-order queries and orders as production pre-order and order transactions. Qwest and CLEC use controlled production results to determine operational readiness. Controlled production requires the use of valid account and order data. All certification orders are considered to be live orders and will be provisioned.

[Negotiations Template: For 13 STATES, Section 12.2.9.3.5 below applies]

12.2.9.3.5 If CLEC is using EDI, Qwest shall provide CLEC with a pre-allotted amount of time to complete certification of its business scenarios. Qwest will allow CLEC a reasonably sufficient amount of time during the day and a

reasonably sufficient number of days during the week to complete certification of its business scenarios consistent with CLEC's business plan. It is the sole responsibility of CLEC to schedule an appointment with Qwest for certification of its business scenarios. CLEC must make every effort to comply with the agreed upon dates and times scheduled for the certification of its business scenarios. If the certification of business scenarios is delayed due to CLEC, it is the sole responsibility of CLEC to schedule new appointments for certification of its business scenarios. Qwest will make reasonable efforts to accommodate CLEC schedule. Conflicts in the schedule could result in certification being delayed. If a delay is due to Qwest, Qwest will honor CLEC's schedule through the use of alternative hours.

[Negotiations Template: For ARIZONA, Section 12.2.9.3.5 below applies]

12.2.9.3.5 Intentionally Left Blank.

[Negotiations Template: For ARIZONA, Section 12.2.9.3.6 and Subsections below apply; for 13 STATES, Section 12.2.9.3.6 and Subsections do not exist]

12.2.9.3.6 Comprehensive Production Testing — Comprehensive Production Testing permits a comprehensive testing of the totality of Qwest's operational interfaces and processes in conjunction with the actual preordering, ordering, Provisioning, Billing and maintenance of Network Elements, Ancillary Services, and UNE Combinations, prior to or contemporaneously with the offering by CLEC of any CLEC product or service incorporating Qwest's Network Elements, UNE Combinations or Ancillary Services. Such Comprehensive Production Testing shall be designed to permit an individual CLEC to test its own operational interfaces and processes in conjunction with Qwest's and shall be in addition to any testing processes engaged in by Qwest per testing conducted by, for, or under the auspices of the Regional Oversight Committee, Arizona Test Advisory Group (TAG), or in any testing offered or required for interface development, version changes and/or certification (*i.e.* Interoperability testing). The testing described in this Section is not conditional on CLEC's commitment to enter a market with any services.

12.2.9.3.6.1 Qwest shall participate in Comprehensive Production Testing upon CLEC's request. CLEC and Qwest shall commence and complete Comprehensive Production Testing promptly.

12.2.9.3.6.2 Within ten (10) business days after CLEC's written notice to Qwest of its intent to conduct Comprehensive Production Testing, CLEC and Qwest shall meet and continue meeting no less frequently than once per week thereafter to agree upon a process to resolve technical issues relating to Comprehensive Production Testing. Within thirty (30) business days after CLEC's first meeting with Qwest, CLEC and Qwest shall have agreed on terms, guidelines and processes for implementing Comprehensive Production Testing to meet CLEC's objectives. The agreed upon process shall include procedures for escalating disputes and unresolved issues up through higher levels of

each company's management. If (a) CLEC and Qwest do not reach agreement on such a process within thirty (30) days after the first meeting, or (b) Qwest or CLEC has failed to meet or continue meeting regarding, or Qwest or CLEC has otherwise indicated its intention not to conduct, Comprehensive Production Testing, or (c) Qwest and CLEC cannot agree upon whether or how much of the cost of such testing is to be allocated to CLEC or (d) during any Comprehensive Production Testing either Party fails to satisfy any of the requirements set forth in this Section 12.2.9.3.6, any issues that have not been resolved by the Parties with respect to such process or either Party's failure to satisfy any of the requirements of this Section 12.2.9.3.6 shall be submitted, at the sole discretion of either Party, to either (i) the Dispute Resolution procedures set forth in Section 5.18 of this Agreement or (ii) any dispute resolution or complaint process available or permitted by or before the Commission. In any expedited dispute resolution or complaint process, the Parties shall jointly request that the decision-maker render a decision within ninety (90) days after submission of the dispute or complaint.

12.2.9.3.6.3 For the purposes of Comprehensive Production Testing, Qwest shall temporarily provision selected local switching features for testing pursuant to the terms and conditions of the Interconnection agreement between CLEC and Qwest.

12.2.9.3.6.4 For the purposes of Comprehensive Production Testing, Qwest shall provision pursuant to the terms and conditions of the interconnection agreement between CLEC and Qwest or pursuant to retail Tariff, whether singly or as part of a UNE Combination, any kind of Unbundled Loop or retail services designated by CLEC in such quantities and to any location or locations reasonably requested by CLEC. For example Qwest shall provision, either singly or as part of a UNE Combination, a residential Loop or retail service to a commercial facility, such as an office building. In such cases, if a Commission waiver is not required, Qwest shall not assert that Tariff limitations restrict such Provisioning, or if a Commission waiver is required, the Parties will expeditiously seek such a waiver.

12.2.9.3.6.5 Upon CLEC request, Qwest shall provide technical staff to meet with CLEC representatives to provide required support for Comprehensive Production Testing.

12.2.9.3.6.6 During Comprehensive Production Testing, Qwest shall provide CLEC single point of contact that is available during business hours Monday through Friday for trouble status, sectionalization, resolution, escalation and closure. Such staff shall be adequately skilled to facilitate expeditious problem resolution. During Comprehensive Production Testing, Qwest shall also have personnel (other than the SPOC, if necessary) available outside of normal business hours for trouble status, sectionalization, resolution, escalation and closure. Such personnel shall also be adequately skilled to facilitate expeditious problem resolution.

12.2.9.3.6.7 Either Party may supply information about the Comprehensive Production Testing conducted pursuant this section to regulatory agencies including the Federal Communications Commission and the Commission so long as any confidential obligation is protected pursuant to the terms of Section 5.16.

12.2.9.3.6.8 The costs of testing shall be assigned to CLEC requesting the test procedures, but only to the extent that such costs exceed the costs Qwest would otherwise incur administering CLEC's pre-order, order, Billing, Maintenance and Repair activities in the production (non-test) environment. Prior to commencement of Comprehensive Production Testing, Qwest shall provide to CLEC an itemized quotation of all costs Qwest believes it is entitled to recover from CLEC pursuant to this Section 12.2.9.3.6.8, including a detailed description of each activity for which Qwest seeks recovery. CLECs shall be permitted to challenge the necessity of Qwest's activities that cause extraordinary costs to be incurred. At the point that the expenses of the testing reach eighty percent (80%) of the estimated amount, Qwest will notify CLEC and provide a modified quotation, at which point, CLEC can choose whether or not to continue testing. Qwest shall provide to CLEC with such modified quote a detailed explanation of each change in cost and why Qwest believes CLEC is responsible for such changes in cost. This section is in addition to CLEC's responsibility to pay normal recurring and nonrecurring charges (retail and wholesale) for the facilities and services ordered during the testing.

12.2.9.4 If CLEC is using the EDI interface, CLEC must work with Qwest to certify the business scenarios that CLEC will be using in order to ensure successful transaction processing. Qwest and CLEC shall mutually agree to the business scenarios for which CLEC requires certification. Certification will be granted for the specified release of the EDI interface. If CLEC is certifying multiple products or services, CLEC has the option of certifying those products or services serially or in parallel where Technically Feasible.

12.2.9.4.1 For a new software release or upgrade, Qwest will provide CLEC a stable testing environment that mirrors the production environment in order for CLEC to test the new release. For software releases and upgrades, Qwest has implemented the testing processes set forth in Sections 12.2.9.3.2, 12.2.9.3.3 and 12.2.9.3.4.

12.2.9.5 New releases of the EDI interface may require re-certification of some or all business scenarios. A determination as to the need for re-certification will be made by the Qwest coordinator in conjunction with the release manager of each IMA EDI release. Notice of the need for re-certification will be provided to CLEC as the new release is implemented. The suite of re-certification test scenarios will be provided to CLEC with the disclosure document. If CLEC is certifying multiple products or services, CLEC has the option of certifying those products or services serially or in parallel, where Technically Feasible.

12.2.9.6 CLEC will contact the Qwest EDI Implementation Coordinator to initiate the migration process. CLEC may not need to certify to every new EDI release,

however, CLEC must complete the re-certification and migration to the new EDI release within six (6) months of the deployment of the new release. CLEC will use reasonable efforts to provide sufficient support and personnel to ensure that issues that arise in migrating to the new release are handled in a timely manner.

12.2.9.6.1 The following rules apply to initial development and certification of EDI interface versions and migration to subsequent EDI interface versions:

12.2.9.6.1.1 Stand Alone and/or Interoperability testing must begin on the prior release before the next release is implemented. Otherwise, CLEC will be required to move its implementation plan to the next release.

12.2.9.6.1.2 New EDI users must be certified and in production with at least one (1) product and one (1) order activity type on a prior release two (2) months after the implementation of the next release. Otherwise, CLEC will be required to move its implementation plan to the next release.

12.2.9.6.1.3 Any EDI user that has been placed into production on the prior release not later than two (2) months after the next release implementation may continue certifying additional products and activities until two (2) months prior to the retirement of the release. To be placed into production, the products/order activities must have been tested in the SATE or Interoperability environment before two (2) months after the implementation of the next release.

12.2.9.7 CLEC will be expected to execute the re-certification test cases in the stand alone and/or Interoperability test environments. CLEC will provide Purchase Order Numbers (PONs) of the successful test cases to Qwest.

[Negotiations Template: For ARIZONA, COLORADO, MINNESOTA, OREGON, and WASHINGTON, Section 12.2.9.8 below applies]

12.2.9.8 Intentionally Left Blank.

[Negotiations Template: For IDAHO, IOWA, MONTANA, NEBRASKA, NORTH DAKOTA, SOUTH DAKOTA, UTAH and WYOMING, Section 12.2.9.8 below applies]

12.2.9.8 In addition to the testing set forth in other sections of Section 12.2.9, upon request by CLEC, Qwest shall enter into negotiations for comprehensive production test procedures. In the event that agreement is not reached, CLEC shall be entitled to employ, at its choice, the Dispute Resolution procedures of this Agreement or expedited resolution through request to the state Commission to resolve any differences. In such cases, CLEC shall be entitled to testing that is reasonably necessary to accommodate identified business plans or operations needs, accounting for any other testing relevant to those plans or needs. As part of the resolution of such dispute, there shall be considered the issue of assigning responsibility for the costs of such testing. Absent a finding that the test scope and activities address issues of common interest to the CLEC community, the costs shall be assigned to CLEC requesting the test procedures.

[Negotiations Template: For NEW MEXICO, Section 12.2.9.8 below applies]

12.2.9.8 In addition to the testing set forth in other sections of Section 12.2.9, upon request by CLEC, Qwest shall enter into negotiations for comprehensive production test procedures. In the event that agreement is not reached, CLEC shall be entitled to employ, at its choice, the Dispute Resolution procedures of this Agreement or expedited resolution through request to the state Commission to resolve any differences. In such cases, CLEC shall be entitled to testing that is reasonably necessary to accommodate identified business plans or operations needs, accounting for any other testing relevant to those plans or needs. As part of the resolution of such dispute, there shall be considered the issue of assigning responsibility for the costs of such testing.

12.2.10 CLEC Support

12.2.10.1 Qwest shall provide documentation and assistance for CLEC to understand how to implement and use all of the available OSS functions. Qwest shall provide to CLEC in writing any internal business rules and other formatting information necessary to ensure that CLEC's requests and orders are processed efficiently. This assistance will include, but is not limited to, contacts to the CLEC account team, training, documentation, and CLEC Help Desk. Qwest will also supply CLEC with an escalation level contact list in the event issues are not resolved via contacts to the CLEC account team, training, documentation and CLEC Help Desk.

12.2.10.2 CLEC Help Desk

12.2.10.2.1 The CLEC Systems Help Desk will provide a single point of entry for CLEC to gain assistance in areas involving connectivity, system availability, and file outputs. The CLEC Systems Help Desk areas are further described below.

12.2.10.2.1.1 Connectivity covers trouble with CLEC's access to the Qwest system for hardware configuration requirements with relevance to EDI and GUI interfaces; software configuration requirements with relevance to EDI and GUI interfaces; modem configuration requirements, T1 configuration and dial-in string requirements, firewall access configuration, SecurID configuration, Profile Setup, and password verification.

12.2.10.2.1.2 System Availability covers system errors generated during an attempt by CLEC to place orders or open trouble reports through EDI and GUI interfaces. These system errors are limited to: Resale/POTS; UNE POTS; Design Services and Repair.

12.2.10.2.1.3 File Outputs covers CLEC's output files and reports produced from its usage and order activity. File outputs system errors are limited to: Daily Usage File; Loss / Completion File, IABS Bill, CRIS Summary Bill, Category 11 Report and SAG/FAM Reports.

12.2.10.3 Additional assistance to CLEC is available through various public web sites. These web sites provide electronic interface training information and user

documentation and technical specifications and are located on Qwest's wholesale web site. Qwest will provide Interconnect Service Center Help Desks which will provide a single point of contact for CLEC to gain assistance in areas involving order submission and manual processes.

12.2.11 Compensation/Cost Recovery

Recurring and nonrecurring OSS startup charges, as applicable, will be billed at rates set forth in Exhibit A. Any such rates will be consistent with Existing Rules. Qwest shall not impose any recurring or nonrecurring OSS start up charges unless and until the Commission authorizes Qwest to impose such charges and/or approves applicable rates at the completion of appropriate cost docket proceedings.

12.3 Maintenance and Repair

12.3.1 Service Levels

12.3.1.1 Qwest will provide repair and maintenance for all services covered by this Agreement in substantially the same time and manner as that which Qwest provides for itself, its End User Customers, its Affiliates, or any other party. Qwest shall provide CLEC repair status information in substantially the same time and manner as Qwest provides for its retail services.

12.3.1.2 During the term of this Agreement, Qwest will provide necessary maintenance business process support to allow CLEC to provide similar service quality to that provided by Qwest to itself, its End User Customers, its Affiliates, or any other party.

12.3.1.3 Qwest will perform repair service that is substantially the same in timeliness and quality to that which it provides to itself, its End User Customers, its Affiliates, or any other party. Trouble calls from CLEC shall receive response time priority that is substantially the same as that provided to Qwest, its End User Customers, its Affiliates, or any other party and shall be handled in a nondiscriminatory manner.

12.3.2 Branding

12.3.2.1 Qwest shall use unbranded Maintenance and Repair forms while interfacing with CLEC End User Customers. Upon request, Qwest shall use CLEC provided and branded Maintenance and Repair forms. Qwest may not unreasonably interfere with branding by CLEC.

12.3.2.2 Except as specifically permitted by CLEC, in no event shall Qwest provide information to CLEC subscribers about CLEC or CLEC product or services.

12.3.2.3 This section shall confer on Qwest no rights to the service marks, trademarks and trade names owned by or used in connection with services offered by CLEC or its Affiliates, except as expressly permitted by CLEC.

12.3.3 Service Interruptions

12.3.3.1 The characteristics and methods of operation of any circuits, facilities or

equipment of either Party connected with the services, facilities or equipment of the other Party pursuant to this Agreement shall not: 1) interfere with or impair service over any facilities of the other Party, its affiliated companies, or its connecting and concurring Carriers involved in its services; 2) cause damage to the plant of the other Party, its affiliated companies, or its connecting concurring Carriers involved in its services; 3) violate any Applicable Law or regulation regarding the invasion of privacy of any communications carried over the Party's facilities; or 4) create hazards to the employees of either Party or to the public. Each of these requirements is hereinafter referred to as an "Impairment of Service".

12.3.3.2 If it is confirmed that either Party is causing an Impairment of Service, as set forth in this Section, the Party whose network or service is being impaired (the "Impaired Party") shall promptly notify the Party causing the Impairment of Service (the "Impairing Party") of the nature and location of the problem. The Impaired Party shall advise the Impairing Party that, unless promptly rectified, a temporary discontinuance of the use of any circuit, facility or equipment may be required. The Impairing Party and the Impaired Party agree to work together to attempt to promptly resolve the Impairment of Service. If the Impairing Party is unable to promptly remedy the Impairment of Service, the Impaired Party may temporarily discontinue use of the affected circuit, facility or equipment.

12.3.3.3 To facilitate trouble reporting and to coordinate the repair of the service provided by each Party to the other under this Agreement, each Party shall designate a repair center for such service.

12.3.3.4 Each Party shall furnish a trouble reporting telephone number for the designated repair center. This number shall give access to the location where records are normally located and where current status reports on any trouble reports are readily available. If necessary, alternative out-of-hours procedures shall be established to ensure access to a location that is staffed and has the authority to initiate corrective action.

12.3.3.5 Before either Party reports a trouble condition, it shall use its best efforts to isolate the trouble to the other's facilities.

12.3.3.5.1 In cases where a trouble condition affects a significant portion of the other's service, the Parties shall assign the same priority provided to CLEC as itself, its End User Customers, its Affiliates, or any other party.

12.3.3.5.2 The Parties shall cooperate in isolating trouble conditions.

12.3.4 Trouble Isolation

12.3.4.1 CLEC is responsible for its own End User Customer base and will have the responsibility for resolution of any service trouble report(s) from its End User Customers. CLEC will perform trouble isolation on services it provides to its End User Customers to the extent the capability to perform such trouble isolation is available to CLEC, prior to reporting trouble to Qwest. CLEC shall have access for testing purposes at the Demarcation Point, NID, or Point of Interface. Qwest will work cooperatively with CLEC to resolve trouble reports when the trouble condition has been isolated and found

to be within a portion of Qwest's network. Qwest and CLEC will report trouble isolation test results to the other. Each Party shall be responsible for the costs of performing trouble isolation on its facilities, subject to Sections 12.3.4.2 and 12.3.4.3.

12.3.4.2 When CLEC requests that Qwest perform trouble isolation with CLEC, a Maintenance of Service charge will apply if the trouble is found to be on the End User Customer's side of the Demarcation Point. If the trouble is on the End User Customer's side of the Demarcation Point, and CLEC authorizes Qwest to repair trouble on CLEC's behalf, Qwest will charge CLEC the appropriate Additional Labor Charge set forth in Exhibit A in addition to the Maintenance of Service charge.

12.3.4.3 When CLEC elects not to perform trouble isolation and Qwest performs tests at CLEC request, a Maintenance of Service Charge shall apply if the trouble is not in Qwest's facilities, including Qwest's facilities leased by CLEC. Maintenance of Service charges are set forth in Exhibit A. When trouble is found on Qwest's side of the Demarcation Point, or Point of Interface during the investigation of the initial or repeat trouble report for the same line or circuit within thirty (30) Days, Maintenance of Service charges shall not apply.

12.3.5 Inside Wire Maintenance

Except where specifically required by state or federal regulatory mandates, or as may be provided for under Section 6 of this Agreement, Qwest will not perform any maintenance of inside wire (premises wiring beyond the End User Customer's Demarcation Point) for CLEC or its End User Customers.

12.3.6 Testing/Test Requests/Coordinated Testing/UNEs

12.3.6.1 Where CLEC does not have the ability to diagnose and isolate trouble on a Qwest line, circuit, or service provided in this Agreement that CLEC is utilizing to serve an End User Customer, Qwest will conduct testing, to the extent testing capabilities are available to Qwest, to diagnose and isolate a trouble in substantially the same time and manner that Qwest provides for itself, its End User Customers, its Affiliates, or any other party.

12.3.6.2 Prior to Qwest conducting a test on a line, circuit, or service provided in this Agreement that CLEC is utilizing to serve an End User Customer, Qwest must receive a trouble report from CLEC.

12.3.6.3 On manually reported trouble for non-designed services, Qwest will provide readily available test results to CLEC or test results to CLEC in accordance with any applicable Commission rule for providing test results to End User Customers or CLECs. On manually reported trouble for designed services provided in this Agreement, Qwest will provide CLEC test results upon request. For electronically reported trouble, Qwest will provide CLEC with the ability to obtain basic test results in substantially the same time and manner that Qwest provides for itself, its End User Customers, its Affiliates, or any other party.

12.3.6.4 CLEC shall isolate the trouble condition to Qwest's portion of the line, circuit, or service provided in this Agreement before Qwest accepts a trouble report for

that line, circuit or service. Once Qwest accepts the trouble report from CLEC, Qwest shall process the trouble report in substantially the same time and manner as Qwest does for itself, its End User Customers, its Affiliates, or any other party.

12.3.6.5 Qwest shall test to ensure electrical continuity of all UNEs, including Central Office Demarcation Point, and services it provides to CLEC prior to closing a trouble report.

12.3.7 Work Center Interfaces

12.3.7.1 Qwest and CLEC shall work cooperatively to develop positive, close working relationships among corresponding work centers involved in the trouble resolution processes.

12.3.8 Misdirected Repair Calls

12.3.8.1 CLEC and Qwest will employ the following procedures for handling misdirected repair calls:

12.3.8.1.1 CLEC and Qwest will provide their respective End User Customers with the correct telephone numbers to call for access to their respective repair bureaus.

12.3.8.1.2 End User Customers of CLEC shall be instructed to report all cases of trouble to CLEC. End User Customers of Qwest shall be instructed to report all cases of trouble to Qwest.

[Negotiations Template: For 11 STATES, Section 12.3.8.1.3 below applies]

12.3.8.1.3 To the extent the correct provider can be determined, misdirected repair calls will be referred to the proper provider of Basic Exchange Telecommunications Service; however, nothing in this Agreement shall be deemed to prohibit Qwest or CLEC from discussing its products and services with CLEC's or Qwest's End User Customers who call the other Party seeking such information.

[Negotiations Template: For COLORADO, MINNESOTA and WASHINGTON, Section 12.3.8.1.3 below applies]

12.3.8.1.3 To the extent the correct provider can be determined, misdirected repair calls will be referred to the proper provider of Basic Exchange Telecommunications Service.

12.3.8.1.4 CLEC and Qwest will provide their respective repair contact numbers to one another on a reciprocal basis.

[Negotiations Template: For 12 STATES, Section 12.3.8.1.5 below applies]

12.3.8.1.5 In responding to repair calls, CLEC's End User Customers contacting Qwest in error will be instructed to contact CLEC; and Qwest's End User Customers contacting CLEC in error will be instructed to contact Qwest. In

responding to calls, neither Party shall make disparaging remarks about each other. To the extent the correct provider can be determined, misdirected calls received by either Party will be referred to the proper provider of local Exchange Service; however, nothing in this Agreement shall be deemed to prohibit Qwest or CLEC from discussing its products and services with CLEC's or Qwest's End User Customers who call the other Party seeking such information.

[Negotiations Template: For COLORADO, Section 12.3.8.1.5 below applies]

12.3.8.1.5 In responding to repair calls, CLEC's End User Customers contacting Qwest in error will be instructed to contact CLEC; and Qwest's End User Customers contacting CLEC in error will be instructed to contact Qwest. In responding to calls, neither Party shall make disparaging remarks about each other. To the extent the correct provider can be determined, misdirected calls received by either Party will be referred to the proper provider of local Exchange Service; however, nothing in this Agreement shall be deemed to prohibit Qwest or CLEC from discussing its products and services with CLEC's or Qwest's End User Customers who call the other Party.

[Negotiations Template: For WASHINGTON, Section 12.3.8.1.5 below applies]

12.3.8.1.5 CLEC, or CLEC's agent, shall act as the single point of contact for its End User Customer's service needs, including without limitation, sales, service design, order taking, Provisioning, change orders, training, maintenance, trouble reports, repair, post-sale servicing, Billing, collection and inquiry. CLEC shall inform its End User Customers that they are End User Customers of CLEC for resold services. CLEC's End User Customers contacting Qwest in error will be instructed to contact CLEC; and Qwest's End User Customers contacting CLEC in error will be instructed to contact Qwest. In the event CLEC's End User Customers contact Qwest in error, Qwest will either (1) provide the caller with a number the caller can dial to obtain sales information, or (2) ask the caller whether he or she would like to hear sales information. In responding to calls, neither Party shall make disparaging remarks about each other. To the extent the correct provider can be determined, misdirected calls received by either Party will be referred to the proper provider of local Exchange Service; however, nothing in this Agreement shall be deemed to prohibit Qwest or CLEC from asking CLEC's or Qwest's End User Customers who call the other Party if they would like to discuss the Party's products and services, and then discussing the Party's products and services with those End User Customers who would like to do so.

12.3.9 Major Outages/Restoral/Notification

12.3.9.1 Qwest will notify CLEC of major network outages in substantially the same time and manner as it provides itself, its End User Customers, its Affiliates, or any other party. This notification will be via e-mail to CLEC's identified contact. With the minor exception of certain Proprietary Information such as Customer information, Qwest will utilize the same thresholds and processes for external notification as it does for internal purposes. This major outage information will be sent via e-mail on the same

schedule as is provided internally within Qwest. The email notification schedule shall consist of initial report of abnormal condition and estimated restoration time/date, abnormal condition updates, and final disposition. Service restoration will be non-discriminatory, and will be accomplished as quickly as possible according to Qwest and/or industry standards.

12.3.9.2 Qwest will meet with associated personnel from CLEC to share contact information and review Qwest's outage restoral processes and notification processes.

12.3.9.3 Qwest's emergency restoration process operates on a 7X24 basis.

12.3.10 Protective Maintenance

12.3.10.1 Qwest will perform scheduled maintenance of substantially the same type and quality to that which it provides to itself, its End User Customers, its Affiliates, or any other party.

12.3.10.2 Qwest will work cooperatively with CLEC to develop industry-wide processes to provide as much notice as possible to CLEC of pending maintenance activity. Qwest shall provide notice of potentially CLEC Customer impacting maintenance activity, to the extent Qwest can determine such impact, and negotiate mutually agreeable dates with CLEC in substantially the same time and manner as it does for itself, its End User Customers, its Affiliates, or any other party.

12.3.10.3 Qwest shall advise CLEC of non-scheduled maintenance, testing, monitoring, and surveillance activity to be performed by Qwest on any services, including, to the extent Qwest can determine, any hardware, equipment, software, or system providing service functionality which may potentially impact CLEC and/or CLEC End User Customers. Qwest shall provide the maximum advance notice of such non-scheduled maintenance and testing activity possible, under the circumstances; provided, however, that Qwest shall provide emergency maintenance as promptly as possible to maintain or restore service and shall advise CLEC promptly of any such actions it takes.

12.3.11 Hours of Coverage

12.3.11.1 Qwest's repair operation is seven (7) Days a week, twenty-four (24) hours a day. Not all functions or locations are covered with scheduled employees on a 7X24 basis. Where such 7X24 coverage is not available, Qwest's repair operations center (always available 7X24) can call-out technicians or other personnel required for the identified situation.

12.3.12 Escalations

12.3.12.1 Qwest will provide trouble escalation procedures to CLEC. Such procedures will be substantially the same type and quality as Qwest employs for itself, its End User Customers, its Affiliates, or any other party. Qwest escalations are manual processes.

12.3.12.2 Qwest repair escalations may be initiated by either calling the trouble reporting center or through the electronic interfaces. Escalations sequence through five tiers: tester, duty supervisor, manager, director, vice president. The first escalation point

is the tester. CLEC may request escalation to higher tiers in its sole discretion. Escalations status is available through telephone and the electronic interfaces.

12.3.12.3 Qwest shall handle chronic troubles on non-designed services, which are those greater than three (3) troubles in a rolling thirty (30) Day period, pursuant to Section 12.2.2.1.

12.3.13 Dispatch

12.3.13.1 Qwest will provide maintenance dispatch personnel in substantially the same time and manner as it provides for itself, its End User Customers, its Affiliates, or any other party.

12.3.13.2 Upon the receipt of a trouble report from CLEC, Qwest will follow internal processes and industry standards, to resolve the repair condition. Qwest will dispatch repair personnel on occasion to repair the condition. It will be Qwest's decision whether or not to send a technician out on a dispatch. Qwest reserves the right to make this dispatch decision based on the best information available to it in the trouble resolution process. It is not always necessary to dispatch to resolve trouble; should CLEC require a dispatch when Qwest believes the dispatch is not necessary, appropriate charges will be billed by Qwest to CLEC for those dispatch-related costs in accordance with Exhibit A if Qwest can demonstrate that the dispatch was in fact unnecessary to the clearance of trouble or the trouble is identified to be caused by CLEC facilities or equipment.

12.3.13.3 For POTS lines and designed service circuits, Qwest is responsible for all Maintenance and Repair of the line or circuit and will make the determination to dispatch to locations other than the CLEC Customer premises without prior CLEC authorization. For dispatch to the CLEC Customer premises Qwest shall obtain prior CLEC authorization with the exception of major outage restoration, cable rearrangements, and MTE terminal maintenance/replacement.

12.3.14 Electronic Reporting

12.3.14.1 CLEC may submit Trouble Reports through the Electronic Bonding or GUI interfaces provided by Qwest.

12.3.14.2 The status of manually reported trouble may be accessed by CLEC through electronic interfaces.

12.3.15 Intervals/Parity

12.3.15.1 Similar trouble conditions, whether reported on behalf of Qwest End User Customers or on behalf of CLEC End User Customers, will receive commitment intervals in substantially the same time and manner as Qwest provides for itself, its End User Customers, its Affiliates, or any other party.

12.3.16 Jeopardy Management

12.3.16.1 Qwest will notify CLEC, in substantially the same time and manner as Qwest provides this information to itself, its End User Customers, its Affiliates, or any other party, that a trouble report commitment (appointment or interval) has been or is

likely to be missed. At CLEC option, notification may be sent by email or fax through the electronic interface. CLEC may telephone Qwest repair center or use the electronic interfaces to obtain jeopardy status.

12.3.17 Trouble Screening

12.3.17.1 CLEC shall screen and test its End User Customer trouble reports completely enough to insure, to the extent possible, that it sends to Qwest only trouble reports that involve Qwest facilities. For services and facilities where the capability to test all or portions of the Qwest network service or facility rest with Qwest, Qwest will make such capability available to CLEC to perform appropriate trouble isolation and screening.

12.3.17.2 Qwest will cooperate with CLEC to show CLEC how Qwest screens trouble conditions in its own centers, so that CLEC may employ similar techniques in its centers.

12.3.18 Maintenance Standards

12.3.18.1 Qwest will cooperate with CLEC to meet the maintenance standards outlined in this Agreement.

12.3.18.2 On manually reported trouble, Qwest will inform CLEC of repair completion in substantially the same time and manner as Qwest provides to itself, its End User Customers, its Affiliates, or any other party. On electronically reported trouble reports the electronic system will automatically update status information, including trouble completion, across the joint electronic gateway as the status changes.

12.3.19 End User Customer Interface Responsibilities

12.3.19.1 CLEC will be responsible for all interactions with its End User Customers including service call handling and notifying its End User Customers of trouble status and resolution.

12.3.19.2 All Qwest employees who perform repair service for CLEC End User Customers will be trained in non-discriminatory behavior.

12.3.19.3 Qwest will recognize the designated CLEC/DLEC as the Customer of Record for all services ordered by CLEC/DLEC and will send all notices, invoices and pertinent information directly to CLEC/DLEC. Except as otherwise specifically provided in this Agreement, Customer of Record shall be Qwest's single and sole point of contact for all CLEC/DLEC End User Customers.

12.3.20 Repair Call Handling

12.3.20.1 Manually-reported repair calls by CLEC to Qwest will be answered with the same quality and speed as Qwest answers calls from its own End User Customers.

12.3.21 Single Point of Contact

12.3.21.1 Qwest will provide a single point of contact for CLEC to report

maintenance issues and trouble reports seven (7) Days a week, twenty-four (24) hours a day. A single 7X24 trouble reporting telephone number will be provided to CLEC for each category of trouble situation being encountered.

12.3.22 Network Information

12.3.22.1 Qwest maintains an information database, available to CLEC for the purpose of allowing CLEC to obtain information about Qwest's NPAs, LATAs, Access Tandem Switches and Central Offices.

12.3.22.2 This database is known as the ICONN database, available to CLEC via Qwest's web site.

12.3.22.3 CPNI Information and NXX activity reports are also included in this database.

12.3.22.4 ICONN data is updated in substantially the same time and manner as Qwest updates the same data for itself, its End User Customers, its Affiliates, or any other party.

12.3.23 Maintenance Windows

12.3.23.1 Generally, Qwest performs major Switch maintenance activities off-hours, during certain "maintenance windows". Major Switch maintenance activities include Switch conversions, Switch generic upgrades and Switch equipment additions.

12.3.23.2 Generally, the maintenance window is between 10:00 p.m. through 6:00 a.m. Monday through Friday, and Saturday 10:00 p.m. through Monday 6:00 a.m., Mountain Time. Although Qwest normally does major Switch maintenance during the above maintenance window, there will be occasions where this will not be possible. Qwest will provide notification of any and all maintenance activities that may impact CLEC ordering practices such as embargoes, moratoriums, and quiet periods in substantially the same time and manner as Qwest provides this information to itself, its End User Customers, its Affiliates, or any other party.

12.3.23.3 Intentionally Left Blank.

12.3.23.4 Planned generic upgrades to Qwest Switches are included in the ICONN database, available to CLEC via Qwest's web site.

12.3.24 Switch and Frame Conversion Service Order Practices

12.3.24.1 Switch Conversions. Switch conversion activity generally consists of the removal of one Switch and its replacement with another. Generic Switch software or hardware upgrades, the addition of Switch line and trunk connection hardware and the addition of capacity to a Switch do not constitute Switch conversions.

12.3.24.2 Frame Conversions. Frame conversions are generally the removal and replacement of one or more frames, upon which the Switch Ports terminate.

12.3.24.3 Conversion Date. The "Conversion Date" is a Switch or frame conversion

planned day of cut-over to the replacement frame(s) or Switch. The actual conversion time typically is set for midnight of the Conversion Date. This may cause the actual Conversion Date to migrate into the early hours of the day after the planned Conversion Date.

12.3.24.4 Conversion Embargoes. A Switch or frame conversion embargo is the time period that the Switch or frame Trunk Side facility connections are frozen to facilitate conversion from one Switch or frame to another with minimal disruption to the End User Customer or CLEC services. During the embargo period, Qwest will reject orders for Trunk Side facilities (see Section 12.3.24.4.1) other than conversion orders described in Section 12.3.24.4.3. Notwithstanding the foregoing and to the extent Qwest provisions trunk or trunk facility related service orders for itself, its End User Customers, its Affiliates, or any other party during embargoes, Qwest shall provide CLEC the same capabilities.

12.3.24.4.1 ASRs for Switch or frame Trunk Side facility augments to capacity or changes to Switch or frame Trunk Side facilities must be issued by CLEC with a Due Date prior to or after the appropriate embargo interval as identified in the ICONN database. Qwest shall reject Switch or frame Trunk Side ASRs to augment capacity or change facilities issued by CLEC or Qwest, its End User Customers, its Affiliates or any other party during the embargo period, regardless of the order's Due Date except for conversion ASRs described in Section 12.3.24.4.3.

12.3.24.4.2 For Switch and Trunk Side frame conversions, Qwest shall provide CLEC with conversion trunk group service requests (TGSR) no less than ninety (90) Days before the Conversion Date.

12.3.24.4.3 For Switch and Trunk Side frame conversions, CLEC shall issue facility conversion ASRs to Qwest no later than thirty (30) Days before the Conversion Date for like-for-like, where CLEC mirrors their existing circuit design from the old Switch or frame to the new Switch or frame, and sixty (60) Days before the Conversion Date for addition of trunk capacity or modification of circuit characteristics (i.e., change of AMI to B8ZS).

12.3.24.5 Frame Embargo Period. During frame conversions, service orders and ASRs shall be subject to an embargo period for services and facilities connected to the affected frame. For conversion of trunks where CLEC mirrors their existing circuit design from the old frame to the new frame on a like-for-like basis, such embargo period shall extend from thirty (30) Days prior to the Conversion Date until five (5) Days after the Conversion Date. If CLEC requests the addition of trunk capacity or modification of circuit characteristics (i.e., change of AMI to B8ZS) to the new frame, new facility ASRs shall be placed, and the embargo period shall extend from sixty (60) Days prior to the Conversion Date until five (5) Days after the Conversion Date. Prior to instituting an embargo period, Qwest shall identify the particular dates and locations for frame conversion embargo periods in its ICONN database in substantially the same time and manner as Qwest notifies itself, its End User Customers, Affiliates, or any other party.

12.3.24.6 Switch Embargo Period. During Switch conversions, service orders and ASRs shall be subject to an embargo period for services and facilities associated with

the Trunk Side of the Switch. For conversion of trunks where CLEC mirrors their existing circuit design from the old Switch to the new Switch on a like-for-like basis, such embargo period shall extend from thirty (30) Days prior to the Conversion Date until five (5) Days after the Conversion Date. If CLEC requests the addition of trunk capacity or modification of circuit characteristics to the new Switch, new facility ASRs shall be placed, and the embargo period shall extend from sixty (60) Days prior to the Conversion Date until five (5) Days after the Conversion Date. Prior to instituting an embargo period, Qwest shall identify the particular dates and locations for Switch conversion embargo periods in its ICONN database in substantially the same time and manner as Qwest notifies itself, its End User Customers, Affiliates, or any other party.

12.3.24.7 Switch and Frame Conversion Quiet Periods for LSRs. Switch and frame conversion quiet periods are the time period within which LSRs may not contain Due Dates, with the exception of LSRs that result in disconnect orders, including those related to LNP orders, record orders, Billing change orders for non-switched products, and emergency orders.

12.3.24.7.1 LSRs of any kind issued during Switch or frame conversion quiet periods create the potential for loss of End User Customer service due to manual operational processes caused by the Switch or frame conversion. LSRs of any kind issued during the Switch or frame conversion quiet periods will be handled as set forth below, with the understanding that Qwest shall use its best efforts to avoid the loss of End User Customer service. Such best efforts shall be substantially the same time and manner as Qwest uses for itself, its End User Customers, its Affiliates, or any other party.

12.3.24.7.2 The quiet period for Switch conversions, where no LSRs except those requesting order activity described in 12.3.24.7 are processed for the affected location, extends from five (5) Days prior to conversion until two (2) Days after the conversion and is identified in the ICONN database.

12.3.24.7.3 The quiet period for frame conversions, where no LSRs except those requesting order activity described in 12.3.24.7 are processed or the affected location, extends from five (5) Days prior to conversion until two (2) Days after the conversion.

12.3.24.7.4 LSRs, except those requesting order activity described in 12.3.24.7, (i) must be issued with a Due Date prior to or after the conversion quiet period and (ii) may not be issued during the quiet period. LSRs that do not meet these requirements will be rejected by Qwest.

12.3.24.7.5 LSRs requesting disconnect activity issued during the quiet period, regardless of requested Due Date, will be processed after the quiet period expires.

12.3.24.7.6 CLEC may request a Due Date change to a LNP related disconnect scheduled during quiet periods up to 12:00 noon Mountain Time the Day prior to the scheduled LSR Due Date. Such changes shall be requested by issuing a supplemental LSR requesting a Due Date change. Such changes shall be handled as emergency orders by Qwest.

12.3.24.7.7 CLEC may request a Due Date change to a LNP related disconnect order scheduled during quiet periods after 12:00 noon Mountain Time the Day prior to the scheduled LSR Due Date until 12 noon Mountain Time the Day after the scheduled LSR Due Date. Such changes shall be requested by issuing a supplemental LSR requesting a Due Date change and contacting the Interconnect Service Center. Such changes shall be handled as emergency orders by Qwest.

12.3.24.7.8 In the event that CLEC End User Customer service is disconnected in error, Qwest will restore service in substantially the same time and manner as Qwest does for itself, its End User Customers, its Affiliates, or any other party. Restoration of CLEC End User Customer service will be handled through the LNP escalations process.

12.3.24.8 Switch Upgrades. Generic Switch software and hardware upgrades are not subject to the Switch conversion embargoes or quiet periods described above. If such generic Switch or software upgrades require significant activity related to translations, an abbreviated embargo and/or quiet period may be required. Qwest shall implement service order embargoes and/or quiet periods during Switch upgrades in substantially the same time and manner as Qwest does for itself, its End User Customers, its Affiliates, and any other party.

12.3.24.9 Switch Line and Trunk Hardware Additions. Qwest shall use its best efforts to minimize CLEC service order impacts due to hardware additions and modifications to Qwest's existing Switches. Qwest shall provide CLEC substantially the same service order processing capabilities as Qwest provides itself, its End User Customers, Affiliates, or any other party during such Switch hardware additions.

NOTE: Regarding additional/modified defined terms and other issues affecting other Sections of the ICA, or notes generally, see "NOTES" section at the end of this document. If language in Eschelon's proposal is either the same or similar to language in the Qwest-AT&T ICA, Eschelon has generally indicated the paragraph number from the Qwest-AT&T ICA in yellow shading as a "former" paragraph number.

Section 12.0 – BUSINESS PROCESSES

12.1 General Terms (former 12.1)

12.1.1 (former 12.1.1) Qwest has developed and shall continue to provide Operational Support System (OSS) interfaces using electronic gateways and manual processes. (Qwest and CLEC responsibilities for on-going support of OSS are set forth in Section 12.1.1.1 below.) These gateways act as a mediation or control point between CLEC's and Qwest's OSS. These gateways provide security for the interfaces, protecting the integrity of the Qwest OSS and databases. This Section describes Qwest's OSS interfaces, as well as manual processes, that Qwest shall provide to CLEC to support Pre-ordering, Ordering, Provisioning, Maintenance and Repair and Billing. (For additional Billing information, see Section 21.)

12.1.1.1 (former 12.1.1) Qwest will continue to make improvements to the electronic OSS interfaces as technology evolves, Qwest's legacy systems improve, or CLEC needs require. Qwest shall submit change requests and provide notification to CLEC consistent with the provisions of the Change Management Process (CMP) set forth in Section 12.1.6.

12.1.1.2 (former 6.4.3) The Pre-ordering, Ordering, Provisioning, installation, Maintenance and Repair processes for CLEC's service requests are applicable whether CLEC's service requests are submitted via OSS or by manual process (e.g., facsimile).

12.1.1.3 Qwest will provide output information to CLEC in the form of bills, files, and reports, as set forth below in Section 12.1.3.2.3, Section 12.1.3.2.3.1, and Section 21 (Billing) and will also provide access to information through databases and documentation on Qwest's web site, as set forth below in Section 12.1.3.2.

12.1.2 Nondiscrimination

12.1.2.1 (former 12.1.2) Through its electronic gateways and manual processes, Qwest shall provide CLEC non-discriminatory access to Qwest's OSS for Pre-ordering, Ordering and Provisioning, Maintenance and Repair, and Billing functions. For those functions with a retail analogue, such as Pre-ordering, Ordering and Provisioning of resold services, Qwest shall provide CLEC access to its OSS in substantially the same time and manner as it provides to itself, its End User Customers, its Affiliates or any other Party. For those functions with no retail analogue, such as Pre-ordering and Ordering and Provisioning of Unbundled Elements, Qwest shall provide CLEC access to Qwest's OSS sufficient to allow an efficient competitor a meaningful opportunity to compete.

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Qwest will comply with the standards for access to OSS set forth in Section 20, Exhibit B and Exhibit K. Qwest shall deploy the necessary systems and personnel to provide sufficient access to each of the necessary OSS functions. Qwest shall provide OSS designed to accommodate both current demand and reasonably foreseeable demand. Services that Qwest shall provide in substantially the same time and manner (e.g., substantially the same in timeliness and quality) to that which Qwest provides to itself, its End User Customers, its Affiliates or any other Party, include (former 12.3.1.1 and former 12.3.6.4):

12.1.2.1.1 Business process support, including escalations (former 12.3.12.1);

12.1.2.1.2 CLEC's access to Due Dates, including on-time Firm Order Confirmations (FOCs), so that CLEC does not appear to be less efficient and responsive to its potential End User Customers than Qwest.

12.1.2.1.3 (former 12.3.24.9) Service order processing capabilities and best efforts to minimize CLEC service order impacts during Switch hardware additions and modifications;

12.1.2.1.4 (former 12.3.23.2) Notification of any and all Maintenance and Repair activities that may impact CLEC Ordering practices such as embargoes, moratoriums, and quiet periods.

12.1.2.1.5 (former 12.2.1.9.1) Provisioning services during at least the same business hours, including out-of-hours services.

12.1.2.1.6 (former 6.4.8) Intervals provided to CLEC. (Intervals are those set forth in Exhibit C or those provided by Qwest to itself, its End User Customers, its Affiliates or any other Party, whichever is shorter, unless CLEC requests otherwise.)

12.1.2.1.7 (former 12.3.15.1) Trouble report processing, status information (including repair completion), and commitment intervals for similar trouble conditions;

12.1.2.1.8 (former 12.3.1.3) Response time priority for trouble reports from CLEC;

12.1.2.1.9 (former 12.3.24.7.8) Restoration of service to End User Customers, including restoration of service in the event that CLEC End User Customer service is disconnected in error during switch and frame conversion activity;

12.1.2.1.10 (former 12.3.20.1) Answer time and quality for manually-reported Maintenance and Repair calls by CLEC to Qwest;

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- 12.1.2.1.11 (former 12.3.6.1) Testing and access to testing results, including that Qwest will conduct testing, to the extent testing capabilities are available to Qwest, to diagnose and isolate a trouble where CLEC does not have the ability to diagnose and isolate trouble on a Qwest line, circuit, or service provided in this Agreement that CLEC is utilizing to serve an End User Customer;
- 12.1.2.1.12 (former 12.3.16.1) Notice that a trouble report commitment (appointment or interval) has been or is likely to be missed;
- 12.1.2.1.13 (former 12.3.13.1) Maintenance and Repair dispatch personnel availability;
- 12.1.2.1.14 (former 12.3.9.1) Notice of Major Network Outages;
- 12.1.2.1.15 (former 12.3.10.1) Scheduled Maintenance and Repair;
- 12.1.2.1.16 (former 12.3.10.2) Notice of potentially CLEC End User Customer impacting Maintenance and Repair activity, to the extent Qwest can determine such impact; and negotiation of mutually agreeable dates with CLEC;
- 12.1.2.1.17 (former 12.3.24.5) Identification and notification of the particular dates and locations for frame conversion embargo periods prior to instituting an embargo period;
- 12.1.2.1.18 (former 12.3.24.6) Identification and notification of the particular dates and locations for Switch conversion embargo periods prior to instituting an embargo period;
- 12.1.2.1.19 (former 12.3.24.7.1) Use of best efforts to avoid loss of End User Customer service associated with LSRs of any kind issued during Switch or frame conversion quiet periods;
- 12.1.2.1.20 (former 12.3.24.8) Implementation of service order embargoes and/or quiet periods during Switch upgrades; and
- 12.1.2.1.21 (former 12.3.22.4) Information contained in, and updates to, the ICONN database, which is described in Section 12.1.3.2.5 below, and any other databases with a retail analogue.
- 12.1.2.2 (former 12.3.19.2) All Qwest employees who perform services pursuant to this Agreement or who have any interaction with CLEC and CLEC End User Customers will be trained in non-discriminatory behavior. When discriminatory behavior is identified, Qwest shall take appropriate disciplinary action. Nothing in this Section shall limit or alter CLEC's ability to seek additional relief for discriminatory behavior. See also Section 12.1.5 below (Responsibilities Relating to End User Customers)

12.1.3 Documentation, Questions, Escalations, and Disputes

12.1.3.1 (former 12.2.1.10.1) Qwest shall provide complete and accurate documentation and assistance for CLEC to understand how to implement and use all of the available OSS functions and Qwest's manual processes. As described in this Section 12.1.3, this assistance will include documentation, training, a Qwest account team for CLEC, and help desk support.

12.1.3.2 Documented Processes and Information

12.1.3.2.1 (former 12.1.2 and former 12.2.1.10.1) Qwest shall provide assistance for CLEC to understand how to implement and use all of the available OSS functions. Qwest shall provide CLEC sufficient electronic and manual interfaces to allow CLEC equivalent access to all of the necessary OSS functions. Through its website, training, disclosure documentation and development assistance, Qwest shall disclose to CLEC any internal business rules, specifications, test cases, mapping examples and other formatting information necessary to ensure that CLEC's requests and orders are processed efficiently and to enable CLEC to design its own systems. Qwest will provide information to CLEC in writing. (former 12.2.1.9.1) Qwest will post such information, including business rules regarding out-of-hours Provisioning, on Qwest's web site. If Qwest fails to provide such information or provides inaccurate information, Qwest will remedy the situation and such remedy shall not include requiring CLEC to perform coding changes outside of major releases. Qwest shall provide training to enable CLEC to devise its own course work for its own employees. Through its documentation available to CLEC, Qwest will identify how its interface differs from national guidelines or standards.

12.1.3.2.2 (former 12.1.1) Additional technical information and details about Qwest's OSS shall be provided by Qwest to CLEC in training sessions and documentation and support, such as Qwest's "Interconnect Mediated Access User's Guide." Qwest shall maintain its Interconnect Mediated Access User's Guide on Qwest's wholesale web site. (former 6.2.1) Qwest shall offer introductory training on procedures that CLEC must use to access Qwest's OSS at no cost to CLEC. If CLEC asks Qwest personnel to travel to CLEC's location to deliver training, CLEC will pay Qwest's reasonable travel related expenses unless the Parties agree otherwise.

12.1.3.2.3 Qwest provides output information to CLEC in the form of bills, files, and reports (former 12.2.5), including:

12.1.3.2.3.1 (former 12.2.5.2.8) The Qwest Street Address Guide (SAG) provides Address and Serving Central Office Information. Qwest will make this file available via a download process. CLEC may retrieve it by File Transfer Protocol (FTP), Network Data Mover (NDM) connectivity, or a Web browser.

12.1.3.2.3.2 (former 12.2.5.2.8) The Qwest Features Availability Matrix (FAM) provides USOCs and descriptions by state, and USOC availability by NPA-NXX with the exception of Centrex and provides InterLATA/IntraLATA Carriers by NPA-NXX. Qwest will make this file available via a download process. CLEC may retrieve it by File Transfer Protocol (FTP), Network Data Mover (NDM) connectivity, or a Web browser.

12.1.3.2.3.3 Bills and Daily Usage Files (DUF), which are described in Section 21.

12.1.3.2.3.4 Loss and completion reports, which are described below in Section 12.3.7.

12.1.3.2.4 (former 9.2.4.1 and 12.2.10.3) Qwest will provide and maintain detailed Pre-ordering, Ordering, Provisioning and installation, Maintenance and Repair and Billing processes on the Qwest wholesale web sites. These web sites will also include electronic interface training information and user documentation.

12.1.3.2.5 (former 12.3.22.1-4) Qwest will maintain and update an information database, available to CLEC for the purpose of allowing CLEC to obtain information about Qwest's NPAs, LATAs, Access Tandems and Central Offices. This data base will also include CPNI information, NXX activity reports, switch features, switch conversions and upgrades, switch replacements, switch generic changes, embargo dates, loop data, usage data, Digital Loop Carrier (DLC) Remote Terminal (RT) equipment cabinets by Distribution Area (DA), outside plant and interoffice facility jobs (at least those greater than \$100,000), Universal Digital Carrier (UDC) information., and DA maps. This database is known as the ICONN database, available to CLEC via Qwest's Web site.

12.1.3.2.6 Qwest will maintain and update information databases, available to CLEC via Qwest's Web site, for the purpose of allowing CLEC to obtain information about the following:

12.1.3.2.6.1 Resale voice messaging (known as the BVMS database);

12.1.3.2.6.2 Current status on ASRs for at least 56k, 64k, 9.6k, DSO, DS1, DS3, Feature Group, LIS and wireless services that have been delayed due to facility shortages, equipment shortages or other issues (known as Held, Escalated, Expedite (HEET) tool);

12.1.3.2.6.3 Qwest will maintain and update additional information databases, available to CLEC via Qwest's Web site, for the purpose of allowing CLEC to obtain accurate information about Resale voice messaging (known as the BVMS database),

allowing CLEC to obtain current status on service orders that have been delayed due to facility shortages, equipment shortages or other issues (known as the Held, Escalated & Expedited Tool (HEET)), allowing CLEC to obtain information about Resale Products (known as the Resale Product Database (RPD)), allowing CLEC to obtain detailed information on USOCs and FIDs (known as the USOC and FID finder), allowing CLEC to access information for all Network Disclosures, allowing CLEC to obtain information regarding Qwest feature availability (known as the Feature Availability Matrix (FAM)), allowing CLEC access to Qwest's Street Address Guide Area (SAGA), allowing CLEC to obtain technical information and publications, allowing CLEC to obtain information about trouble reporting codes and trouble disposition codes, allowing CLEC to obtain information about training courses and training, and allowing CLEC to obtain information on forums and meetings.

12.1.3.2.7 When information about an existing Qwest process is missing or requires clarification in Qwest documentation available to CLEC, Qwest will develop new or clarify existing documentation about that process and post it to Qwest's web site. Pursuant to Qwest's External Documentation Request Process, CLEC may also request that Qwest so document or clarify language about an existing process. To do so, CLEC will submit an External Documentation Request Form (available on Qwest's web site) to Qwest.

12.1.3.2.7.1 Within two (2) business days from receipt of the request, Qwest will notify CLEC if the request is incomplete and identify the additional information needed or, if an initial determination has been made, notify CLEC that the request is out of the scope for such a documentation request. If the request is complete and appears to be within the scope, Qwest will send an acknowledgement of receipt to CLEC. This establishes the Acknowledgement Date.

12.1.3.2.7.2 Within ten (10) business days after the Acknowledgement Date, Qwest will determine if it believes the request is in scope. If so, Qwest will determine a Target Completion Date. If not, Qwest and CLEC will attempt to resolve the issue. If no resolution is reached, either Party may escalate.

12.1.3.2.7.3 Within fourteen (14) business days, Qwest will notify CLEC if the request has been accepted or denied. If denied, CLEC may escalate. If accepted, Qwest will complete the request and publish notice to CLECs within ten (10) business days. Qwest will provide documentation, including at least a Level 2 notice, pursuant to CMP guidelines in Exhibit G, unless the parties to CMP agree to a different level of notice or request.

Qwest will notify CLEC when the request is complete and will close the request ten (10) Days after the effective date.

12.1.3.2.8 All applications and forms that are referred to in this Agreement or are used to implement any of its provisions shall comply with the terms and conditions set forth in this Agreement. Such applications and forms are for administrative purposes only and, notwithstanding any language in an application or form to the contrary, nothing in the applications or forms alters or amends the terms of this Agreement.

12.1.3.2.9 (former 12.1.8.1) Qwest will establish interface contingency plans and disaster recovery plans for the interfaces described in this Section 12. Qwest will document such plans and post the documentation on Qwest's website. For requests that are not CLEC-specific, Qwest will work cooperatively with CLECs through the Change Management Process (CMP) to consider any suggestions made by CLECs to improve or modify such plans. CLEC specific requests for modifications to such plans will be negotiated and mutually agreed upon between Qwest and CLEC.

12.1.3.3 Points of Contact for Assistance and Hours of Availability

12.1.3.3.1 **Contact Lists:** (former 6.4.6) CLEC shall provide Qwest, and Qwest shall provide CLEC, with written points of contact information (including names, titles, telephone numbers, email addresses, and other pertinent information, such as pager numbers, if applicable) for inquiries and problem resolution arising when conducting business under this Agreement, including Pre-ordering, Ordering, Provisioning, Maintenance and Repair, and Billing issues. The Parties are both responsible for reviewing and providing updates to such information to ensure it is current and accurate.

12.1.3.3.2 **Account Team:** A Qwest Account Team will assist CLEC in conducting business with Qwest. The Qwest Account Team will consist of a Sales Team and a Service Team or, if both Parties agree, all members of the Account Team may be devoted to service issues. The Sales Team responds to inquiries relating to products and generates sales proposals. The Service Team responds to inquiries relating to Pre-ordering, Ordering, Provisioning, Maintenance and Repair, and Billing issues. The Qwest Service Manager is one of the points of escalation in the escalation process described below.

12.1.3.3.2.1 A detailed description of the roles and responsibilities of the Sales Team and Service Team will be maintained on the Qwest wholesale web site. Such roles and responsibilities will include at least the following:

12.1.3.3.2.1.1 The Qwest Service Team will respond to CLEC inquiries in various ways, including pager, voicemail, written correspondence (including email), conference calls, and face-to-face meetings. When the Qwest Service Manager is in the office during normal business hours, CLEC may expect a telephone call in response to a page within 15-30 minutes. When the Qwest Service Manager is out of the office, the Qwest Service Manager will assign a Qwest representative to respond to such calls. For voicemail, when the Qwest Service Manager is in the office during normal business hours, CLEC may expect a response within four (4) hours. When the Qwest Service Manager is out of the office, the Qwest Service Manager's voicemail greeting will advise CLEC of the Service Manager's availability and contact information for an alternate representative who is in the office.

12.1.3.3.2.1.2 When issues arise, the Qwest Service Team will handle post mortems (root cause analysis) when CLEC submits a request for a post mortem. A Qwest Service Manager will review the logged notes, if any, regarding the event and determine the cause, the process used to repair/restore service, if applicable, and the process(es) implemented to prevent a reoccurrence of the event. Working with Qwest's support centers and Network Reliability Operations Center, as applicable, a Qwest Service Manager will conduct the Root Cause Analysis (RCA) and provide CLEC the complete analysis in writing as soon as it is available. Investigation and preparation of a typical post mortem takes from 2-10 business days depending on the complexity of the event.

12.1.3.3.2.1.3 Qwest will provide project coordination for projects. Depending upon CLEC's request, the Sales Team or the Service Team will assist with Project Management/Coordination. Qwest's Sales Team will assist in obtaining project management for the installation of services such as new Optical Carrier (OC) systems, e.g., OC48, OC 12, etc. Qwest's Service Team will assist with project management for existing services, such as a grooming request, e.g., moving existing trunks to CLEC's new switch or grooming existing Digital Signal Level 1 (DS1) to new Digital Signal Level 3 (DS3) hubs. CLEC may request project coordination from the Sales Team or Service Team and Qwest will determine which team will handle the project coordination.

12.1.3.3.2.2 In the event that a different Qwest Sales Executive or Service Manager is assigned to CLEC, the former Qwest Sales

Executive or Service Manager will be responsible for familiarizing the new Qwest Sales Executive or Service Manager with CLEC's corporate profile and all contact information, CLEC's sales and/or service objectives, CLEC's network, this Agreement and any pending amendments to this Agreement, and CLEC's meeting schedules. The former Qwest Sales Executive or Service Manager will also: (a) transition all current open issues/sales proposals to the new Qwest Sales Executive and/or Service Manager along with all background information, parties involved, commitments and timelines; (b) establish a conference call or meeting with CLEC to introduce CLEC to the new Qwest Sales Executive or Service Manager; and (c) provide CLEC's files to the new Qwest Sales Executive and/or Service Manager including emails and any pertinent documentation.

12.1.3.3.3 Support Centers/Help Desks: Qwest shall also provide support centers (sometimes referred to as "help desks") for CLEC to gain assistance with inquiries and to submit trouble reports.

12.1.3.3.3.1 (former 12.3.7.1) Qwest and CLEC shall work cooperatively to develop positive, close working relationships among corresponding work centers and representatives involved in the trouble resolution processes.

12.1.3.3.3.1.1 The first time a trouble is reported, Qwest will assign a trouble report tracking number. (Depending on the circumstances, such trouble report tickets are sometimes referred to by various names, such as "Trouble Ticket," "Escalation Ticket" or "Chronic Ticket.") Qwest will communicate the trouble report tracking number (i.e., the "ticket" number) to CLEC at the time the trouble is reported. Closing of trouble reports is addressed in Section 12.4.4 below.

12.1.3.3.3.2 Qwest shall provide at least five types of support center assistance:

12.1.3.3.3.2.1 Interconnect Service Center Help Desk: (former 12.2.10.3) Qwest will provide Interconnect Service Center (ISC) Help Desks which will provide a point of entry for CLEC to gain assistance in areas involving order submission and manual processes and to report troubles. The ISC provides assistance regarding Interconnect Resale Services, Asynchronous Transfer Mode (ATM) Services, Resale Frame Relay, Complex Resale, Centrex, Local Number Portability (LNP), Interim Number Portability (INP), Unbundled Network Elements. If additional assistance is required, Qwest will transfer CLEC to the Qwest Customer Service Inquiry and Education (CSIE)

Center. The CSIE will research such issues and contact CLEC regarding resolution of the issues.

12.1.3.3.3.2.1.1 CLEC may report troubles at any time to the ISC, and the ISC will open a trouble report ticket. Although CLEC generally may report network troubles to the Maintenance and Repair support centers, Qwest's systems do not allow CLEC to do so before the service order completes in Qwest's systems. Often CLEC does not know when the service order completes. CLEC may contact the ISC to report network trouble if the service request was completed within the past 72 business hours. If the service order completes before a trouble report ticket is opened and the issue is typically handled by the Maintenance and Repair support centers, the ISC may inform CLEC that the service order has completed and offer the option to CLEC of being transferred to the applicable Maintenance and Repair center to open a ticket. If the ISC/CSIE opens a trouble report ticket, the ISC/CSIE will complete the work on that trouble report until it is resolved and the ticket closed and will not refer or transfer CLEC to another support center, unless CLEC requests otherwise.

12.1.3.3.3.2.1.2 For LNP issues, CLEC may call the ISC if the issue arises either 48 hours before or after the due date. More than 48 hours before the due date, CLEC may call the Maintenance and Repair support center. More than 48 hours after the due date, CLEC may call the AMSC. During LNP activities, CLEC may contact the Qwest ISC to request a manual concurrence for failed LNP subscription activity or if CLEC experiences problems during CLEC port activity that require restoration to Qwest facilities.

12.1.3.3.3.2.1.2.1 Failed Subscription Activity. Occasionally, during the port process, the New Service Provider (NSP) may experience a problem with the Number Portability Administration Center (NPAC) subscription that will require a manual concurrence from the Old Service Provider (OSP). The NSP should verify that there is no pending subscription activity at the NPAC before contacting the ISC for

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assistance. If a pending subscription from the OSP is found at the NPAC, then CLEC may submit the matching subscription activity and complete the port activation on the Due Date (DD). If after verifying that there is not a pending port out subscription at the NPAC and CLEC is less than 48 hours from the DD/Frame Due Time (FDT), CLEC may contact the ISC to request a manual concurrence. At any time on the DD, if CLEC experiences a problem and requires manual concurrence, CLEC may contact the ISC for assistance.

12.1.3.3.3.2.1.2.2 Failed Port Activities. If CLEC experiences problems during CLEC port activity and determines that the End User Customer service needs to be restored on Qwest facilities, CLEC may contact the Qwest ISC and open a trouble report ticket. The NSP controls the port activation. Once the broadcast has been sent from the NPAC to all service providers and the subscription is "active," the TN has been ported to the NSP. At this point, Qwest, as the OSP, does not have control of the ported TN and cannot change any part of the subscription in the NPAC. If CLEC is experiencing problems with the broadcast, Qwest will work cooperatively to assure the routing information is correct.

12.1.3.3.3.2.1.2.3 **CO:** The ISC Help desk will be available at least Monday through Friday 6:00 AM - 10:00 PM Mountain time and Saturday 7:00 AM - 6:00 PM Mountain time. The ISC CSR hotline for LSRs will be available at least Monday through Friday from 6:00 AM to 6:00 PM Mountain Time. The Qwest support centers providing assistance regarding ASRs will be available at least Monday through Friday from 6:00 AM to 6:00 PM Mountain Time. If CLEC's service request was completed within the past 72 hours, see Section 12.1.3.3.3.2.1.1.

12.1.3.3.3.2.1.2.3 **MN:** The ISC Help desk will be available at least Monday through Friday 7:00 AM - 11:00 PM Central time and Saturday 8:00 AM

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- 7:00 PM Central time. The ISC CSR hotline for LSRs will be available at least Monday through Friday from 7:00 AM to 7:00 PM Central Time. The Qwest support centers providing assistance regarding ASRs will be available at least Monday through Friday from 7:00 AM to 7:00 PM Central Time. If CLEC's service request was completed within the past 72 hours, see Section 12.1.3.3.3.2.1.1.

12.1.3.3.3.2.1.2.3 **WA:** The ISC Help desk will be available at least Monday through Friday 5:00 AM - 9:00 PM Pacific time and Saturday 6:00 AM - 5:00 PM Pacific time. The ISC CSR hotline for LSRs will be available at least Monday through Friday from 5:00 AM to 5:00 PM Pacific Time. The Qwest support centers providing assistance regarding ASRs will be available at least Monday through Friday from 5:00 AM to 5:00 PM Pacific Time. If CLEC's service request was completed within the past 72 hours, see Section 12.1.3.3.3.2.1.1.

12.1.3.3.3.2.2 Systems Help Desk: **(former 12.2.10.2.1**
The CLEC Systems Help Desk (also known as the IT Help Desk) will provide a point of entry for CLEC to gain assistance with systems issues. System issues include those involving connectivity, system availability, and file outputs:

12.1.3.3.3.2.2.1 Connectivity covers trouble with CLEC's access to the Qwest system for hardware configuration requirements with relevance to EDI and GUI interfaces; software configuration requirements with relevance to EDI and GUI interfaces; modem configuration requirements, T1 configuration and dial-in string requirements, firewall access configuration, SecurID configuration, Profile Setup, dedicated web site access, and password verification.

12.1.3.3.3.2.2.2 System Availability covers system errors generated during an attempt by CLEC to place orders or open trouble reports through EDI and GUI interfaces. These system errors include Resale/POTS; UNE POTS; non-POTS services and Maintenance and Repair.

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12.1.3.3.3.2.2.3 File Outputs covers CLEC's output files and reports produced from its usage and order activity. File outputs system errors include any output files that Qwest provides to CLEC via File Transfer Protocol (FTP), Network Data Mover (NDM) connectivity, or web browser, such as Daily Usage File; Loss/ Completion File, IABS Bill, CRIS Summary Bill, Category 11 Report and SAG/FAM Reports.

12.1.3.3.3.2.2.4 **CO:** The Systems Help Desk will be available at least Monday through Friday 6:00 AM - 8:00 PM Mountain Time and Saturday 7:00 AM - 3:00 PM Mountain Time.

12.1.3.3.3.2.2.4 **MN:** The Systems Help Desk will be available at least Monday through Friday 7:00 AM - 9:00 PM Central Time and Saturday 8:00 AM - 4:00 PM Central Time.

12.1.3.3.3.2.2.4 **WA:** The Systems Help Desk will be available at least Monday through Friday 5:00 AM - 7:00 PM Pacific Time and Saturday 6:00 AM - 2:00 PM Pacific Time.

12.1.3.3.3.2.2.5 Additional information regarding the Systems/IT Help Desk is set forth in Section 12.0 of Exhibit G to this Agreement.

12.1.3.3.3.2.3 Maintenance and Repair Support Centers: Qwest Maintenance and Repair support center services include at least ensuring trouble isolation procedures are immediately initiated for reported trouble; provide CLEC with a trouble report tracking number for reference; coordinate among Qwest departments to resolve wholesale product and service related troubles; monitor open trouble reports; communicate status to CLEC; accept CLEC requests for escalation and cooperatively manage them within Qwest when CLEC deems necessary; provide CLEC with support when an electronic interface (e.g., CEMR) is unavailable, and answer questions regarding trouble reports or processes.

12.1.3.3.3.2.3.1 The Repair Call Handling Center (RCHC) will provide a point of entry for CLEC to gain assistance for Maintenance and Repair calls involving Plain Old Telephone Service (POTS), and Non-Complex Products and Services. CLEC may initiate a trouble report through electronic interface

(e.g., CEMR) or by calling either RCHC for POTS and Non-Complex services or the Account Maintenance Support Center (AMSC) for Unbundled Network Elements (UNEs).

12.1.3.3.3.2.3.2 The Account Maintenance Support Center (AMSC) will provide a point of entry for CLEC to gain assistance for Maintenance and Repair calls involving Unbundled Network Elements (UNEs) and Complex services.

12.1.3.3.3.2.3.3 The Enhanced Services Center (ESC) will provide a point of entry for CLEC to gain assistance with Voice Messaging or Advanced Intelligent Network (AIN) call features, security code (password) resets.

12.1.3.3.3.2.3.4 The RCHC, AMSC and ESC will be available at least seven (7) Days a week, twenty-four (24) hours a day ("7X24"). Not all functions or locations are covered with scheduled employees on a 7X24 basis. Where such 7X24 coverage is not available, Qwest's RCHC and AMSC (always available 7X24) can call-out technicians or other personnel required for the identified situation (former 12.3.11.1).

The Qwest technicians who provisioned the circuit will provide their name, direct call back number, and normal work schedule. CLEC may call the technician directly within 30 Days of installation completion to report trouble and open a trouble report ticket. During this 30-Day timeframe, CLEC may also elect to report trouble via electronic interface (e.g., CEMR) or to the applicable support center (e.g., AMSC) as described above.

The Maintenance and Repair window for major Switch Maintenance and Repair activities off hours is set forth below in Section 12.4.3.13.1.

12.1.3.3.3.2.4 Qwest CLEC Coordination Center: The Qwest CLEC Coordination Center (QCCC) will provide a point of entry for CLEC to gain assistance with all coordinated Unbundled Loop product installations. The QCCC Coordinators are responsible for ensuring the successful completion of the coordinated installation. The QCCC also provides a warranty service where Qwest

technicians will work to resolve any Maintenance and Repair issues for 30 days after installation.

12.1.3.3.3.2.4.1 **CO:** The QCCC will be available at least Monday through Friday 6:00 AM to 8:00 PM Mountain Time. The QCCC's warranty service will be available seven (7) Days a week, twenty-four (24) hours a day.

12.1.3.3.3.2.4.1 **MN:** The QCCC will be available at least Monday through Friday 7:00 AM to 9:00 PM Central Time. The QCCC's warranty service will be available seven (7) Days a week, twenty-four (24) hours a day.

12.1.3.3.3.2.4.1 **WA:** The QCCC will be available at least Monday through Friday 5:00 AM to 7:00 PM Pacific Time. The QCCC's warranty service will be available seven (7) Days a week, twenty-four (24) hours a day.

12.1.3.3.3.2.4.2 For UNEs, CLEC may call the QCCC for its warranty service within 30 Days of service order completion to report trouble. The QCCC will follow the trouble reporting procedures set forth in Section 12.1.3.3.3.1.1. During this 30-Day timeframe, CLEC may also elect to report trouble via electronic interface (e.g., CEMR) or to the applicable support center (e.g., AMSC) as described above.

12.1.3.3.3.2.5 Listings Operations Customer Service Center

12.1.3.3.3.2.5.1 Listings Operations Customer Service (LOCS) center will provide a point of entry for CLEC to gain assistance for listing and confirmation services, including Directory Service Confirmation and Error Detail (DSRED) report Firm Order Confirmation (FOC), verification proofs and Directory Listing Inquiry System (DLIS).

12.1.3.3.4 OSS Interfaces: Qwest will make OSS interfaces available at least as follows:

12.1.3.3.4.1 **(former 12.2.1.1)** Qwest shall provide electronic interface gateways for submission of LSRs, ASRs, and trouble reports, including both an Electronic Data Interchange (EDI) interface and a Graphical User Interface (GUI).

12.1.3.3.4.2 (former 12.2.1.7) Qwest shall provide Facility Based EDI and GUI Listing interfaces to enable CLEC listing data to be translated and passed into the Qwest listing database. These interfaces are based upon OBF LSOG and ANSI ASC X12 standards. Qwest shall supply exceptions to these guidelines/standards in writing in sufficient time for CLEC to adjust system requirements.

12.1.3.3.4.3 (former 12.2.3.1) Qwest shall make its OSS interfaces available to CLECs during the hours listed in the Gateway Availability PIDs in Section 20, Exhibit B and/or Exhibit K.

12.1.3.3.4.4 (former 12.2.3.2) Qwest shall notify CLECs in a timely manner regarding system downtime through mass email distribution and pop-up windows as applicable. Information regarding planned outages and production support is contained in 12.0 of Exhibit G.

12.1.3.3.5 Escalations: CLEC may initiate an escalation for any issue, at any time, and at any escalation point.

12.1.3.3.5.1 CLEC may initiate an escalation by calling the applicable support center or, for maintenance and repair issues, submitting a trouble report electronically (GUI). If a Qwest representative is unable to resolve a problem or provide the requested information to the CLEC's satisfaction, CLEC may escalate through each level of the applicable Qwest organization (e.g, for Maintenance and Repair: testers, duty supervisor, manager, director, vice president) (former 12.3.12.2). Qwest will supply CLEC with a written escalation level contact list (former 12.2.1.10.1). CLEC may escalate to any level desired in its sole discretion. CLEC is not required to wait any length of time to escalate to the next tier and may move to any tier when using the escalation process.

12.1.3.3.5.2 CLEC may obtain escalation status from Qwest by telephone. For Maintenance and Repair, CLEC may obtain escalation status from Qwest by telephone and electronic interface. Qwest's Account Team may also provide status information by email.

12.1.3.3.5.3 If a trouble report tracking number has been assigned, the same number will be used throughout the process until closure pursuant to Section 12.4.4 (e.g., the ticket will not be closed, and a new ticket with a new number opened, when escalating to other tiers or departments).

12.1.3.3.6 Disputes: If the Parties are unable to resolve issues, the dispute will be resolved in accordance with the procedures set forth in Section 5.18 of this Agreement.

12.1.3.3.7 Billing: For questions, escalations and disputes regarding Connectivity Billing, Recording, and Exchange of Information, see Section 21.

12.1.4 Acknowledgement of Mistakes

12.1.4.1 For reported troubles, Major Network Outages, and alleged behavior that is discriminatory or otherwise violates policy, Qwest will, upon request, provide to CLEC written information that will contain a root cause analysis of the issue.

12.1.4.2 When a Qwest error or policy non-compliance occurs, Qwest will provide to CLEC a written acknowledgement of such mistakes and non-compliance with policy. Upon CLEC request, Qwest shall:

12.1.4.2.1 Provide to CLEC a non-confidential written acknowledgment and explanation which CLEC may, if it desires, share with the affected End User Customer. If the error occurred during processing of an order, Qwest's written acknowledgement will use the following language, in addition to any explanation, in the acknowledgement: "Qwest acknowledges its mistake in processing this wholesale order. The error was not made by the new service provider."

12.1.4.2.2 Apply the procedures in Section 12.1.4.2.1 to all errors in processing wholesale orders made by Qwest (not limited to service order typing errors).

12.1.4.2.3 Communicate to line staff that time is of the essence for both identifying the error and providing the acknowledgement in Section 12.1.4.2.1; and, require such acknowledgement as soon as practicable after the cause of the error is identified.

12.1.4.2.4 Use Qwest letterhead or other indicia to show that Qwest is making the acknowledgement.

12.1.4.2.5 Provide the acknowledgement to CLEC, who in turn may provide it to the End User Customer (so Qwest does not deal directly with CLEC's End User Customer).

12.1.4.2.6 Prevent use of a confidentiality designation (to ensure CLEC may provide the acknowledgement to its End User Customer).

12.1.4.2.7 Identify clearly for CLEC to whom requests for acknowledgements should be directed at Qwest and ensure the Qwest

individual(s) receiving such requests have authority to provide the acknowledgment without delay and are trained on the process.

12.1.5 Responsibilities Relating to End User Customers

12.1.5.1 (former 6.4.1) CLEC, or CLEC's agent, shall act as the single point of contact for its End User Customers' service needs, including without limitation, sales, service design, order taking, Provisioning, change orders, training, trouble reports, Maintenance and Repair, post-sale servicing, Billing, collection and inquiry. (former 12.3.19.1) CLEC will be responsible for all interactions with its End User Customers including service call handling and notifying its End User Customers of trouble status and resolution.

12.1.5.2 (former 12.3.19.3) Qwest will recognize CLEC as the Customer of Record for all services ordered by CLEC and will send all notices, invoices and pertinent information directly to CLEC. Except as otherwise specifically provided in this Agreement, Customer of Record shall be Qwest's single and sole point of contact for all CLEC End User Customers.

12.1.5.3 (former 6.4.1) CLEC's End User Customers contacting Qwest in error will be instructed to contact CLEC; and Qwest's End User Customers contacting CLEC in error will be instructed to contact Qwest. In responding to calls, neither Party shall make disparaging remarks about each other. To the extent the correct provider can be determined, misdirected calls received by either Party will be referred to the proper provider of local Exchange Service. Neither Party shall initiate discussion of its products and services with the other Party's End User Customer during a misdirected call.

12.1.5.4 Specifically with respect to Maintenance and Repair, CLEC and Qwest will employ the following procedures with respect to the other Party's End User Customers:

12.1.5.4.1 (former 12.3.8.1.1) CLEC and Qwest will provide their respective End User Customers with the correct telephone numbers to call for access to their respective Maintenance and Repair bureaus.

12.1.5.4.2 (former 12.3.8.1.2) End User Customers of CLEC shall be instructed to report all cases of trouble to CLEC. End User Customers of Qwest shall be instructed to report all cases of trouble to Qwest.

12.1.5.4.3 (former 12.3.8.1.3) CLEC and Qwest will provide their respective Maintenance and Repair contact numbers to one another on a reciprocal basis and will provide End User Customers with their service provider's name, if available.

12.1.5.4.4 (former 12.3.2.1) Qwest shall use unbranded Maintenance and Repair forms while interfacing with CLEC End User Customers. Upon request, Qwest shall use CLEC provided and branded Maintenance and Repair forms. Qwest may not unreasonably interfere with branding by CLEC.

12.1.5.4.5 (former 12.3.2.3) This Section shall confer on Qwest no rights to the service marks, trademarks and trade names owned by or used in connection with services offered by CLEC or its Affiliates, except as expressly permitted by CLEC.

12.1.5.4.6 (former 12.3.2.2) Except as specifically permitted by CLEC, in no event shall Qwest provide information to CLEC subscribers about CLEC or CLEC product or services.

12.1.5.4.7 The Qwest technician will limit any communication with CLEC End User Customer to that necessary to gain access to premises and perform the work. Specifically, the Qwest technician will not discuss Qwest's products and services with CLEC End User Customer and will not make disparaging remarks about CLEC and will refer any CLEC End User Customer questions to CLEC. If the Qwest Technician has questions or concerns, the Qwest technician will discuss with CLEC and not CLEC End User Customer.

12.1.6 Change Management (former 12.2.6)

12.1.6.1 Qwest agrees to maintain a change management process, known as the Change Management Process (CMP), that is consistent with or exceeds industry guidelines, standards and practices to address Qwest's OSS, products and processes. The CMP shall include the following: (i) provide a forum for CLEC and Qwest to discuss CLEC and Qwest change requests (CR), CMP notifications, systems release life cycles, and communications; (ii) provide a forum for CLECs and Qwest to discuss and prioritize CRs, where applicable pursuant to Exhibit G; (iii) develop a mechanism to track and monitor CRs and CMP notifications; (iv) establish intervals where appropriate in the process; (v) processes by which CLEC impacts that result from changes to Qwest's OSS, products or processes can be promptly and effectively resolved; (vi) processes that are effective in maintaining the shortest timeline practicable for the receipt, development and implementation of all CRs; (vii) sufficient dedicated Qwest processes to address and resolve in a timely manner CRs and other issues that come before the CMP body; (viii) processes for OSS Interface testing; (ix) information that is clearly organized and readily accessible to CLECs, including the availability of web-based tools; (x) documentation provided by Qwest that is effective in enabling CLECs to build an electronic gateway; and (xi) a process for changing CMP that calls for collaboration among CLECs and Qwest and requires agreement by the CMP participants. Pursuant to the scope and procedures set forth in Exhibit G, Qwest will submit to CLECs through the CMP, among other things, modifications to existing products and product and technical documentation available to CLECs, introduction of new products available to

CLECs, discontinuance of products available to CLECs, modifications to Pre-ordering, Ordering/Provisioning, Maintenance and Repair or Billing processes, introduction of Pre-ordering, Ordering, Provisioning, Maintenance and Repair or Billing processes, discontinuance of Pre-ordering, Ordering/Provisioning, Maintenance and Repair or Billing processes, modifications to existing OSS interfaces, introduction of new OSS interfaces, and retirement of existing OSS interfaces. Qwest will maintain as part of CMP an escalation process so that CMP issues can be escalated to a Qwest representative authorized to make a final decision and a process for the timely resolution of disputes. The governing document for CMP is attached as Exhibit G (the "CMP Document").

12.1.6.1 In the course of establishing operational ready system interfaces between Qwest and CLEC to support local service delivery, CLEC and Qwest may need to define and implement system interface specifications that are supplemental to existing standards. CLEC and Qwest will submit such specifications to the appropriate industry standards committee and will work towards their acceptance as standards.

12.1.6.2 Release updates will be implemented pursuant to the CMP set forth in Exhibit G.

12.1.6.3 Qwest will maintain the most current version of the CMP Document on its wholesale website. In CMP, incorporating a change into the CMP Document requires unanimous agreement using the Voting Process currently set forth in Section 17.0 of Exhibit G. Modifications to the CMP Document will be incorporated as part of this Agreement, and will not require the execution or filing of any Amendment to this Agreement, only if the vote to change the CMP Document is unanimous and CLEC both participates in the vote and votes "Yes" to all aspects of the modification(s).

12.1.6.4 In cases of conflict between changes implemented through CMP and this Agreement, the rates, terms and conditions of this Agreement shall prevail as between Qwest and CLEC. In addition, if changes implemented through CMP do not necessarily present a direct conflict with this Agreement, but would abridge or expand the rights of a Party to this Agreement, the rates, terms and conditions of this Agreement shall prevail as between Qwest and CLEC. Nothing in Exhibit G alters this Section 12.

12.2 Pre-Ordering, Ordering, and Provisioning

12.2.1 (former 12.2.1.9) Qwest will provide access to Pre-Ordering, Ordering and post-ordering functions, including order status. CLEC will populate the service request (e.g., Local Service Request or Access Service Request) to identify what features, services, or elements it wishes Qwest to provision in accordance with this Agreement and, to the extent not inconsistent with this Agreement, Qwest's published business rules.

12.2.2 Service Requests: Qwest offers various ordering methods to submit service requests for products and services under this Agreement. Before submitting such requests, the Parties will follow the procedures set forth in Section 3. Electronic access can be accomplished using Dial-up capability using CLEC's local computer, direct connection via a dedicated circuit (EDI or EXACT), or web access (GUI). Products and services may be ordered using Local Service Requests (LSRs), Access Service Requests (ASRs), or other forms, as described below.

12.2.2.1 Local Service Requests (former 12.2.1.1 – 12.2.1.3): CLEC may choose to submit Local Service Requests (LSRs) manually or electronically, via Qwest's Electronic Data Interchange (EDI) tool or Qwest's web based Graphical User Interface (GUI).

12.2.2.1.1 (former 12.2.1.2) The interface guidelines for EDI are based upon the Order & Billing Forum (OBF) Local Service Order Guidelines (LSOG), the Telecommunication Industry Forum (TCIF) Customer Service Guidelines; and the American National Standards Institute/Accredited Standards Committee (ANSI ASC) X12 protocols. Exceptions to the above guidelines/standards shall be specified in the disclosure documentation.

12.2.2.1.2 (former 12.2.1.3) The GUI shall provide a single interface for Pre-Order, Order and Post-Order transactions from CLEC to Qwest and is browser based. The GUI interface shall be based on the LSOG and utilizes a WEB standard technology, Hyper Text Markup Language (HTML), JAVA and the Transmission Control Protocol/Internet Protocol (TCP/IP) to transmit messages. Exceptions to the above guidelines/standards shall be specified in the disclosure documentation.

12.2.2.1.3 Relating Service Requests and Managed Projects: Related service requests and/or projects include any request for service by a single CLEC resulting in the issuance of multiple service requests that must be worked simultaneously for the request to be completed. If the related service requests constitute a project, each service request must have an assigned Project ID on the LSR form, and a Qwest Project Manager/Coordinator will monitor the project. A Qwest Service Manager will work with CLEC to negotiate projects on an individual case basis. If the related service requests do not constitute a project, the Qwest support center (e.g., ISC) will coordinate processing of the requests. Related requests may be assigned a Related Purchase Order Number (RPON) or Related Order (RORD) number.

12.2.2.1.4 Consolidation, Deconsolidation, and Rearrangement of LSRs

12.2.2.1.4.1 CLEC may convert or consolidate multiple existing accounts residing on separate Qwest Customer Service Records (CSRs) on a single LSR if all accounts will be converted to, or added to, the same account for the same End User Customer at

the same address. Qwest will accept one LSR with up to 20 account numbers that may currently reside on separate CSRs. The process to consolidate or convert multiple accounts onto a single account using one LSR will be available at least when consolidating or converting from Qwest Retail, Resale, Unbundled Network Elements-Platform (UNE-P) POTS, or UNE-P Centrex 21 to Resale POTS, UNE-P POTS, Resale Centrex 21, or UNE-P Centrex 21. CLEC may request both the Qwest Voice and Qwest Data services at the same time on one LSR. This request will be provided to the CLEC at no additional charge.

12.2.2.1.4.2 The process to deconsolidate a single account into multiple accounts using one LSR will be available at least if the end result involves like products and services and the End User Customer's address is not changing. If deconsolidation of an account involves splitting an existing account into more than one account with different product types, CLEC must issue a separate LSR for each additional new account established. In such cases, the LSRs may be related via a RPON.

12.2.2.1.5 Additional terms regarding LSRs are set forth below and, for Unbundled Network Elements (UNEs), in Section 9.

12.2.2.2 Access Service Requests: Wholesale Interconnection products and services, such as Local Interconnect Services (LIS), Unbundled Dark Fiber (UDF), Unbundled Dedicated Interoffice Transport (UDIT), and private line transport service are ordered using Access Service Request (ASR) forms.

12.2.2.2.1 CLEC may choose to submit ASRs manually or electronically.

12.2.2.2.2 (former 12.2.1.6.1) Qwest shall provide a GUI and computer-to-computer batch file interface for submission of Access Service Request (ASRs) based upon the OBF Access Service Order Guidelines (ASOG). Qwest shall supply exceptions to these guidelines in writing in sufficient time for CLEC to adjust system requirements. The GUI shall provide a single interface for Pre-Order and Order transactions from CLEC to Qwest and is browser based.

12.2.2.2.2.1 Qwest's Telecommunications Information Access Ordering Systems (TELEcommunication Information System (TELIS) - UNIX) will allow CLEC to electronically submit ASRs at least to request trunking and facilities between CLEC and Qwest for LIS.

12.2.2.2.2.2 Qwest's Online Request Application (QORA) will allow CLEC to use a Graphical User Interface (GUI) to electronically submit ASRs at least to request trunking and facilities between CLEC and Qwest for LIS.

12.2.2.2.3 Additional terms regarding ASRs are set forth below and, for Interconnection, in Section 7.4 and, for UNEs, in Section 9.

12.2.2.3 Other Requests

12.2.2.3.1 Collocation and Poles, Ducts and Right of Way are not ordered using LSRs or ASRs. Ordering of these products and services is described in Sections 8 and 10, respectively.

12.2.3 Supplements and Canceled Service Requests

12.2.3.1 CLEC may submit a supplement to a LSR or ASR (known as a "supplement" or "supplemental order") that serves as a request to cancel or to add or change an already existing, previously submitted LSR or ASR.

12.2.3.2 Qwest will not charge CLEC for submitting a supplement or canceling or resubmitting a service request.

12.2.3.3 Qwest will accept a verbal supplement change request to LSRs for one of the following reasons: Connecting Facility Assignment (CFA) or slot change on the due date; due date change on the due date (except for LNP); system outages for CLEC or Qwest when the supplement could not be electronically submitted; when any of the service orders related to an LSR are completed; and cancel on a due date or cancellations pertaining to the work back process. For Unbundled Loop, verbal CFA or slot changes may be made up to three days prior to the due date.

12.2.3.3.1 When a Due Date (DD) supplement or cancel cannot be submitted due to a system outage, Qwest will accept verbal requests submitted to the applicable support center. After restoration of the system, CLEC will submit an LSR supplement for the DD change or cancel that was processed verbally.

12.2.4 Pre-Ordering Real Time Functions (former 12.2.1.4)

12.2.4.1 (former 12.2.1.4) Qwest will provide real time, electronic access to pre-order functions to support CLEC's Ordering via the electronic interfaces described herein. Qwest will make at least the following real time pre-order functions available to CLEC:

12.2.4.1.1 (former 12.2.1.4.1) For LSRs, features, services and Primary Interexchange Carrier (PIC) options for IntraLATA toll and InterLATA toll available at a valid service address;

12.2.4.1.1.1 Service availability functionality will allow CLEC to confirm the products, services, and/or long distance carriers offered in a specific Qwest Central Office (CO). If Qwest or CLEC identifies an error in the verification of CLEC's information, Qwest will correct the CLEC's service availability information within 48

hours.

12.2.4.1.2 (former 12.2.1.4.2) For LSRs, access to Customer Service Records (CSRs) for End User Customers on Qwest's network (e.g., resale, UNE-P, or Qwest retail customers). The information will include Billing name, service address, Billing address, service and feature subscription, Directory Listing information, and long distance Carrier identity;

12.2.4.1.2.1 Qwest will update a CSR and make it available to CLEC within three (3) to five (5) business days of date service order activity completed in Qwest's systems. To ensure Qwest meets this interval, Qwest will complete error resolution activities on the first day that the error occurs.

12.2.4.1.2.2 If CLEC identifies incorrect information on the Qwest CSR, Qwest will correct the information in the CSR at CLEC's request.

12.2.4.1.2.3 For Qwest CSRs that contain multiple telephone lines, the Qwest CSR will identify which line each Universal Service Order Code (USOC) is associated with by listing the TN as Field Identifier (FID) detail following the individual USOC. CSRs that contain only one line generally do not contain the TN FID detail following the individual USOC. All USOCs in the single line account are associated with the TN contained in the account number.

12.2.4.1.2.4 CLEC may choose to request a CSR from the ISC. If so, Qwest will provide the requested CSR within 3 business days of CLEC's request to Qwest.

12.2.4.1.3 (former 12.2.1.4.3) For LSRs, Telephone Number (TN) request and selection;

12.2.4.1.3.1 CLEC may request TNs real time for at least the following: new service; a new line on existing service; change of a telephone number; and custom (also known as vanity) telephone numbers. Qwest will provide TNs that are available to CLEC.

12.2.4.1.3.2 TNs the CLEC accepts, including custom numbers, must be submitted to Qwest on an LSR within 30 calendar days from acceptance or the TNs will be returned to the TN database.

12.2.4.1.4 (former 12.2.1.4.4) For LSRs, information regarding whether dispatch is required for service installation and available installation appointments;

12.2.4.1.4.1 A dispatch appointment is required when the real-time facility availability response indicates a technician dispatch is needed for a new line installation or other physical work at the wire center or the End User Customer's premises.

12.2.4.1.5 (former 12.2.1.4.5) For LSRs, reservation of appointments for service installations requiring the dispatch of a Qwest technician on a non-discriminatory basis;

12.2.4.1.5.1 CLEC can select the date and time of the first available appointment or the appointment the CLEC would like to have (if available) when Qwest requires a Qwest technician be dispatched for premises or non-premises work.

12.2.4.1.5.2 CLEC can override an appointment for a coordinated hot cut in the Qwest appointment scheduling tool when the date and time desired for the coordinated hot cut is not available and the requested date and time is within the interval in Exhibit C and not outside Qwest's business hours.

12.2.4.1.5.3 Appointments reserved via the Qwest appointment scheduling tool will remain in effect for 24 business hours.

12.2.4.1.6 (former 12.2.1.4.6) For LSRs and ASRs, service address verification;

12.2.4.1.6.1 Validating the End User Customer's address confirms that the service address is serviced by Qwest and is valid in Qwest's databases. Service address information includes street number prefix; street number; street number suffix; street directional prefix (e.g., North, South, etc.); street name; street thoroughfare designation (e.g., St., Ave., Hwy, etc.); street directional suffix (e.g., North, South, etc.); descriptive or unnumbered addresses such as route numbers, Unit or Apartment number, Room, Floor, or Building; city (e.g., village, township, etc.); state; and ZIP/Postal Code.

12.2.4.1.6.2 If, while performing an address validation, CLEC identifies that the End User Customer's address is invalid, CLEC will notify Qwest and Qwest will correct or add the address information within its system(s). Qwest will request the service address information to process an address correction and, if applicable, will provide at least the following information to CLEC: Numbering Plan Area/Numeric Numbering Plan (NPA/NXX) of the serving wire center; correct spelling of the street address; service availability (e.g., call waiting); Primary Interexchange Carrier (PIC) availability.

12.2.4.1.7 (former 12.2.1.4.7) For LSRs, facility availability; Loop

qualification to verify if the facility can handle the type and volume of the line requested, including resale-DSL, Integrated Service Digital Network-Basic Rate Interface (ISDN-BRI); and and Unbundled ADSL Compatible Loop; and Loop make-up information, including Loop length, presence of Bridged Taps, repeaters, and loading coils.

12.2.4.1.7.1 Facility availability functionality is available when the service request involves new line(s), loop(s) or circuit(s) for at least the following services:

12.2.4.1.7.1.1 Non-POTS services (e.g., Centrex services, Private Lines, etc.) and High Capacity Signal (HICAP): Display the number of circuits and lines, class of service, assignable USOCs, appropriate service code, and location of any Multiplexers (MUXs).

12.2.4.1.7.1.2 Converting POTS to Unbundled Loop: List loop characteristics for Unbundled Loop service when migrating from one Local Exchange Carrier to another.

12.2.4.1.7.1.3 Plain Old Telephone Service (POTS) Facility Availability: Show the number and status of working lines at a location.

12.2.4.1.7.1.4 Raw Loop Data: Retrieve Raw Loop Data by segments and sub-segments.

12.2.4.1.7.1.5 Integrated Digital Services Network (ISDN).

12.2.4.1.7.2 Terms relating to Qwest's Loop qualification tools are set forth in Section 9.2.2.8.

12.2.4.1.8 (former 12.2.1.4.8) For LSRs and ASRs, a list of valid available Connecting Facility Assignments (CFAs), including both available and assigned connecting facilities.

12.2.4.1.9 (former 12.2.1.4.9) For LSRs, a list of one to five (1-5) individual Meet Points or a range of Meet Points for shared Loops; and

12.2.4.1.10 (former 12.2.1.4.10) Feature availability information.

12.2.5 Migration/Conversion Ordering Activity on New or Existing Accounts

12.2.5.1 Migrations and conversions are terms used interchangeably when an End User Customer moves from one Local Service Provider (LSP) to another. The term LSP describes the company that provides local services to the End User Customer. CLEC or Qwest may be an End User Customer's LSP in a migration or conversion scenario. Full Migration occurs when all services/lines

contained on the Customer Service Record (CSR) and billed to the Old LSP (OLSP) under a primary telephone number or account telephone number are migrating to the New LSP (NLSP) and no services/lines remain on the OLSP account under that account telephone number. Partial Migration occurs when a portion of the End User Customer's services/lines billed to the OLSP under a single account telephone number are being migrated and one or more services/lines remain with the OLSP under that account telephone number.

12.2.5.2 CLEC may order, and Qwest will process, at least the following types of migrations:

12.2.5.2.1 Bundled to bundled conversions, including Qwest Retail to Resale or UNE Combination; Resale to Resale; Resale to UNE-P; UNE-P to Resale; and UNE Combination to UNE Combination.

12.2.5.2.2 Bundled to Unbundled conversions, including: Qwest Retail, Resale, or UNE-P to Unbundled Local Loop (with or without LNP). This involves reusing the loop facility and retaining the End User Customer's telephone number via LNP, if applicable.

12.2.5.2.3 Unbundled to Bundled, including Unbundled Local Loop to Resale or UNE-P (with or without LNP); and Unbundled Local Loop to Qwest Retail (with LNP). This involves reusing the loop facilities and retaining the End User Customer's telephone number via LNP, if applicable.

12.2.5.2.4 Unbundled to Unbundled, including Unbundled Local Loop to Unbundled Local Loop. Unbundled Local Loop to Unbundled Local Loop migration refers to the change of responsibility or coordination of loop reuse for unbundled local Loops from the OLSP to a NLSP.

12.2.5.2.5 Port In, including same location/End User Customer not moving, new location/End User Customer moving, End User Customer moving to new location served by existing provider, and End User Customer moving to new location served by existing provider with new facilities.

12.2.5.2.5.1 A wholesale "Port In" is when a Resale, UNE-P or Public Access Line (PAL) provider requests that its End User Customer's Telephone Numbers (TNs) be ported from any CLEC switch into a Resale, UNE-P or PAL provider service to be served by a Qwest switch. The Resale or UNE-P provider can request reuse of facilities on Port In activity.

12.2.5.2.6 Port With In, including transfer of service within a Rate Center (i.e. To & From (T&F)); moving Telephone Numbers TN(s) from one switch to another, within the same Central Office (This is often done when moving DID TN(s) from one trunk group to another when

established on different switches.); conversion to Resale/UNE-P and a move request via a single Local Service Request (LSR); changing from RSID to ZCID with Port Within to a new address outside the existing switch but within the same Rate Center. This also includes conversion or transfer of service (change, new activity or T&F) on existing accounts with previously ported TNs and Port FIDs, including conversion (change or new activity) requests from Retail to Resale or UNE-P, Resale to UNE-P, UNE-P to Resale and Resale or UNE-P conversions to different products if out/in activity is created on the previously ported TN and results in a change to another existing account or creates a new separate CSR.

12.2.5.2.6.1 There are two types of Port Within services: (a) Port Within (Service Type Portability), which is the ability to retain the same telephone number(s) when changing from one local service to another, such as from Plain Old Telephone Numbers (POTS) to Integrated Services Digital Network (ISDN) (The service address is not changing and is within the same Rate Center.); and (b) Port Within (Location Portability), which is the ability to retain the same telephone number(s) when moving from one service location to another.

12.2.5.3 Qwest allows End User Customers to migrate their service from one LSP to another, regardless of their credit status with the current LSP. This means that Qwest does not prevent an End User Customer with an unpaid bill or credit problem with one provider (including Qwest) from migrating their service to another provider. The previous provider is responsible for collecting any balance due them.

12.2.5.4 A Courtesy Disconnect is a request by a CLEC to disconnect an account that does not belong to it, as part of a migration scenario. Typically, the CLEC has already provisioned new service for the End User Customer and is now requesting a disconnect for the End User Customer's old service with another provider. The account may be Retail, Resale, or UNE-P. The LSP for the service to be disconnected may be another CLEC or Qwest. Qwest will accept Courtesy Disconnects for the following telephone number based products: (a) Plain Old Telephone Service (POTS); (b) Centrex; and (c) Integrated Services Digital Network (ISDN). Qwest will also accept Courtesy Disconnects on a T1 (Digital Signal level 1 (DS1)) for Digital Switched Services (DSS), Primary Rate Service (PRS), Uniform Access Solution (UAS) Service, and integrated T1 products when a Related Purchase Order Number (RPON) is submitted to disconnect all associated trunks and Direct Inward Dialing (DID) station numbers.

12.2.5.5 When possible, Qwest will re-use facilities for an Unbundled Local Loop associated with migration/conversion activity. See Section 12.3.5.)

12.2.5.6 Qwest will provide a Port In and Port Within pre-completion call process. This process will provide advanced notice to CLEC when Qwest dispatches a technician on such an order. Qwest will place the call notification to CLEC, at a telephone number provided by CLEC, upon dispatch to the premise.

12.2.6 Application Date

12.2.6.1 The date on which a Party receives a complete and accurate service request from the other Party is known as the Application Date.

12.2.6.2 **CO:** For applicable products, if a complete and accurate request is received before 3:00 p.m. Mountain Time (MT), the Application Date is the same day as the request is received. Anything received after 3:00 p.m. MT utilizes an APP of the next business day.

12.2.6.3 **CO:** For applicable products, if a complete and accurate request is received before 7:00 p.m. Mountain Time (MT), the APP Date is the same day as the request is received. Anything received after 7:00 p.m. MT utilizes an APP of the next business day.

12.2.6.4 **CO:** Certain requests may be eligible for a same-day due date. To be eligible for a same day due date a complete and accurate request must be received before 12p.m. Mountain Time.

12.2.6.2 **MN:** For applicable products, if a complete and accurate request is received before 4:00 p.m. Central Time (CT), the Application Date is the same day as the request is received. Anything received after 4:00 p.m. CT utilizes an APP of the next business day.

12.2.6.3 **MN:** For applicable products, if a complete and accurate request is received before 8:00 p.m. Central (CT), the APP Date is the same day as the request is received. Anything received after 8:00 p.m. CT utilizes an APP of the next business day.

12.2.6.4 **MN:** Certain requests may be eligible for a same-day due date. To be eligible for a same day due date a complete and accurate request must be received before 1p.m. Central Time.

12.2.6.2 **WA:** For applicable products, if a complete and accurate request is received before 2:00 p.m. Pacific Time (PT), the Application Date is the same day as the request is received. Anything received after 2:00 p.m. PT utilizes an APP of the next business day.

12.2.6.3 **WA:** For applicable products, if a complete and accurate request is received before 6:00 p.m. Pacific Time (PT), the APP Date is the same day as the request is received. Anything received after 6:00 p.m. PT utilizes an APP of the next business day.

12.2.6.4 **WA:** Certain requests may be eligible for a same-day due date. To be eligible for a same day due date a complete and accurate request must be received before 11a.m. Pacific Time.

12.2.7 Order Status Notices

12.2.7.1 Qwest will provide order status notices to CLEC. Qwest will send CLEC such notices via the same method CLEC used to submit the service request. If CLEC used a mechanized tool, CLEC may refer to that tool to receive, access, or view jeopardy notices, FOCs, PSONs, rejects, LSR status and status updates.

12.2.7.2 Qwest will provide at least the following order status notices on a non-discriminatory basis:

12.2.7.2.1 Firm Order Confirmations. When CLEC places an electronic order (LSR, ASR, or supplemental order), Qwest will provide CLEC with an electronic Firm Order Confirmation (FOC) notice. The FOC will follow industry-standard formats and contain the Qwest Due Date for order completion. Intervals for FOCs are set forth in Exhibit C.

12.2.7.2.2 Provider Initiated Activity Notice. Qwest will send CLEC a Provider Initiated Activity (PIA) notice (the predecessor of which was known as the Change Flag (CFLAG)), to communicate agreed upon changes in limited circumstances when Qwest makes changes on the service order that are different from what CLEC requested on the original service request or supplement.

12.2.7.2.2.1 When the PIA/CFLAG field is marked on the confirmation notice, Qwest will populate the Remarks section of that notice with text indicating any deviations from the original CLEC request.

12.2.7.2.3 Pending Service Order Notification. At the time that Qwest issues or changes the service orders associated with the CLEC LSR, Qwest will issue a Pending Service Order Notification (PSON) to CLEC. The PSON will provide CLEC with information that appears on the Qwest service order, including the USOCs and FIDs in the service order's Service and Equipment (S&E) and listings sections. If any of that service order information is omitted from the PSON, Qwest will return a message on the PSON indicating service order information is not available via PSON. CLEC may call the Qwest support center to obtain that information. The PSON will be available via GUI (Graphical User Interface) and EDI (Electronic Data Interchange).

12.2.7.2.4 Jeopardy Notices. A jeopardy, caused by either CLEC or Qwest, endangers completing provisioning and/or installation processes and impacts meeting the scheduled due date of CLEC service request. The purpose of the jeopardy notification process is to identify jeopardy conditions to CLEC that impact meeting the scheduled due date of CLEC service requests. The sequence of sending a jeopardy notification and/or a FOC may change depending on when a jeopardy condition is identified.

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12.2.7.2.4.1 (former 12.2.1.9.4) When CLEC places an electronic order, Qwest shall provide notification electronically of any instances when Qwest's Committed Due Dates are in jeopardy of not being met by Qwest on any service. The standards for returning such notices are set forth in Section 20, Exhibit B and/or Exhibit K.

12.2.7.2.4.2 (former 12.2.1.9.5) When CLEC places a manual order, Qwest shall provide notification of any instances when Qwest's Committed Due Dates are in jeopardy of not being met by Qwest on any service. The standards for returning such notices are set forth in Section 20, Exhibit B and/or Exhibit K.

12.2.7.2.4.3 (former 12.3.16.1) CLEC may telephone Qwest Maintenance and Repair support centers or use the electronic interfaces to obtain jeopardy status.

12.2.7.2.4.4 A jeopardy caused by Qwest will be classified as a Qwest jeopardy, and a jeopardy caused by CLEC will be classified as Customer Not Ready (CNR).

12.2.7.2.4.4.1 Qwest will not characterize a jeopardy as CNR or send a CNR jeopardy to CLEC if a Qwest jeopardy exists and Qwest has not sent an FOC notice to CLEC after the Qwest jeopardy occurs but before the CNR situation arises (i.e., a subsequent FOC). If Qwest does jeopardize the service request with a CNR jeopardy in error before sending CLEC a subsequent FOC, Qwest will remove the CNR jeopardy from the service request, work with CLEC to complete the order, and re-classify the jeopardy as a Qwest (not CNR) jeopardy.

12.2.7.2.4.4.2 If CLEC establishes to Qwest that a jeopardy was not caused by CLEC, Qwest will correct the erroneous CNR classification and treat the jeopardy as a Qwest jeopardy.

12.2.7.2.5 Non-Fatal Error Notices. Non-Fatal Errors are error conditions identified on a LSR form that the Qwest ISC Agent may be able to correct, with CLEC approval, to allow the order to proceed without rejection. When a Non-Fatal Error is identified, Qwest will send CLEC an error notice (unless CLEC indicates otherwise) advising CLEC that action is required to correct the condition. Examples of Non-Fatal Errors include near match of Centrex information (e.g., Common Block), missing fields (except those which result in a rejection without a call), initiator telephone or fax number missing.

12.2.7.2.5.1 To resolve the error condition, CLEC must submit a supplemental order correcting the missing or incorrect information

within 4-business hours of receipt of the Non-Fatal Error notice or Qwest will reject the LSR.

12.2.7.2.5.2 If Qwest's systems do not allow CLEC to supplement order within the 4-business hour period, Qwest will accept a verbal supplement.

12.2.7.2.6 Fatal Rejection Notices. Qwest will send CLEC notices of Fatal Rejections, also known as Fatal Errors, when Qwest does not have enough data, or the correct data, to accurately process the CLEC service request. In some cases, Qwest's systems will not allow CLEC to submit a service request if data is missing (such as through use of up-front edits). If Qwest's systems allow CLEC to submit the service request without sufficient or correct data necessary to accurately process the CLEC service request, however, Qwest will send CLEC a Fatal Reject notice. The Fatal Reject notice will include the action CLEC was requesting, the problem(s) encountered, and a description of the next steps that CLEC may take to address those problems. If a problem is not apparent at the time Qwest sends the Fatal Reject notice, Qwest will send an additional Fatal Reject notice regarding that problem.

12.2.7.2.6.1 If CLEC submits an LSR or ASR that contains a Fatal Error and receives a Fatal Reject notice, CLEC will need to resubmit the LSR or ASR to obtain processing of the service request.

12.2.7.2.6.2 If Qwest rejects a service request in error, Qwest will resume processing the service request as soon as Qwest knows of the error. At CLEC's discretion, Qwest will place the service request back into normal processing, without requiring a supplemental order from CLEC and will issue a subsequent FOC to CLEC. The due date will be the original desired due date requested by CLEC on the LSR.

12.2.7.2.7 Qwest Rejection Notices Due to Central Office Embargo

12.2.7.2.7.1 Qwest may declare a Central Office embargo on certain ordering activity when Qwest must perform switch work that will preclude the processing of service requests while the work is conducted as set forth in Section 12.4.3.12.4. The embargo period will be no longer than necessary to perform such work. For Maintenance and Repair hours for scheduled switch work of this type, see Section 12.4.3.12.8 below.

12.2.7.2.7.2 Qwest will notify CLECs, using its event notification process, at least thirty (30) Days in advance of such an embargo. The notice will provide at least the reason for the embargo, the affected Central Office/Switch, and the date(s) of the embargo. If an unplanned equipment failure causes an unanticipated

embargo, Qwest will provide notice when it learns of the need for an embargo.

12.2.7.2.7.3 Qwest will validate by NPA-NXX or CLLI code that the desired due date (DDD) of service requests does not fall within an embargo period for the specified Central Office/Switch. If DDD falls within an embargo period, Qwest will send a Fatal Reject notice to CLEC. The notice will state that the CLEC DDD is during an embargo period for the Central Office, provide the date on which the embargo ends, and indicate that CLEC may select a due date on or after that date.

12.2.7.2.7.3.1 The following products will be excluded from such a rejection: Unbundled Loop, Unbundled Feeder Loop, Unbundled Distributed Loop, Loop/Number Portability, Unbundled Distributed Loop with Number Portability, LNP, and INP.

12.2.7.2.7.3.2 There will be no Fatal Rejects for Central Office Embargoes for the following types of activities: Disconnects, Line Activity, Outside Moves, Change Order to Remove Record Activity Order, and Change Order to Deny or Restore Service.

12.2.7.2.8 Completion Notices

12.2.7.2.8.1 (former 12.2.1.9.3) Upon completion of the order, Qwest will provide CLEC with a Completion Notice (CN), also referred to as "Completion Response," that follows industry-standard formats and which states when the order was completed. Qwest will provide CLEC with two (2) separate completion notices: 1) service order completion (SOC), which notifies CLEC that the service order record has been completed, and 2) Billing completion, which notifies CLEC that the service order has posted to the Billing system.

12.2.7.2.8.2 A completion notice is meant to indicate that Qwest has completed the work requested by CLEC.

12.2.7.2.8.3 If an error occurs and a completion notice has been sent and work has not been completed, the Party discovering the error will notify the other Party and work cooperatively to correct the error.

12.2.8 Additional Status Information

12.2.8.1 In addition to the order status notices identified above which are sent to CLEC, CLEC may view those notices electronically via GUI, if CLEC submitted the LSR electronically.

12.2.8.2 During processing of a service request submitted electronically, Qwest will maintain and make available to CLEC a status indicator stating the status of the service request. The status indicators for LSRs include at least the statuses, when applicable, of submitted, in review (for manually processed orders), errored, partial, issued, rejected, completed, canceled, jeopardy, and posted to be billed. The status indicators for ASRs include at least the statuses, when applicable, of submitted, accepted, confirmed, rejected, acknowledged, and canceled.

12.2.8.3 Qwest will also provide to CLEC, for LSRs submitted electronically, status update functionality that displays status messages for LSRs and related service orders. The status messages are provided in addition to LSR notices. The display will represent a snapshot of statuses at a particular moment and may change rapidly.

12.2.9 Design Layout Record

12.2.9.1 (former 9.13.4.2) Qwest will provide Design Layout Reports (DLR) in a non-discriminatory manner.

12.2.9.2 (former 12.2.1.4.10) Design Layout Record (DLR) provides the layout for the local portion of a circuit at a particular location where applicable. Qwest shall provide real time, electronic access to DLR query functions to CLEC. Qwest provides this access at least via EDI, GUI, CEMR, and the Qwest Design Service Order Status (DSOS) web-based application for LSRs and CEMR and DSOS for ASRs. CLEC will be able to view, retrieve and print DLRs at CLEC desktop.

12.2.9.3 The DLR will provide the technical details of the circuit's facilities and termination provided by Qwest. CLEC can use this technical information describing the facilities, such as cable make-up, carrier channel bank type and system mileage, and signaling termination compatibility (along with CLEC's own termination details), to design and connect CLECs End User Customer's service.

12.3 Ordering, Provisioning and Installation

12.3.1 Qwest will provision UNEs, UNE Combinations, Resale, and Interconnection products and services in compliance with industry standard Performance and Acceptance Testing and in accordance with industry specifications, interfaces and parameters.

12.3.2 Qwest will install CLEC's services up to the Demarcation Point.

12.3.2.1 If Qwest fails to tag the line or circuit at the Demarcation Point (see Section 12.4.3.6.3), Qwest will provide information indicating the location of the line or circuit to CLEC, in sufficient detail that CLEC may reasonably locate the line or circuit at the Demarcation Point (e.g., accurate binding post information). If Qwest is unable to provide such information or Qwest provides it and CLEC is unable to locate the line or circuit at the Demarcation Point and CLEC notifies Qwest of this fact within 30 Days of service order completion, Qwest will dispatch a technician and tag circuit or line at no charge to CLEC.

12.3.2.2 If Qwest fails to tag the Demarcation Point, is unable to provide such information to CLEC, and a condition affecting the End User Customer's service exists, Qwest will tag the line or circuit at the Demarcation Point within 24 hours of CLEC request for Non-POTS services and within 4 hours of CLEC request for POTS services.

12.3.3 Unbundled Loop Elements. (Provisioning options for Unbundled Loop elements are set forth in Section 9.2.2.9.)

12.3.3.1 For Coordinated Installation requests on a 2-Wire or 4-Wire Analog (Voice Grade) Loop, Qwest will verify dial tone at CLEC Connecting Facility Assignment (CFA) 48 hours after the Application Date. If Qwest finds No Dial Tone (NDT), Qwest will retest 48 hours prior to Due Date. If dial tone is still not present, Qwest will email the NDT results to CLEC through Qwest's Provider Test Access (PTA) email system. Qwest will include the CLEC CFA information with the No Dial Tone (NDT) email notification.

12.3.3.2 If Qwest fails to email the NDT notification to CLEC 24 hours before the due date, Qwest will not require a supplement to the service request with a new Due Date. Qwest will reschedule at a mutually agreed upon time for the same day with CLEC. If rescheduling for the same day is not possible, this will result in a Qwest Jeopardy.

12.3.3.3 CLEC may change the CLEC CFA on the Due Date during a Coordinated Installation when Qwest and CLEC have determined there is an issue with the CLEC CFA (known as "same day pair changes"). CLEC will assign a new CFA and communicate the new CFA to the Qwest tester. Qwest will confirm the CFA is valid and indicate the new CFA on the Qwest service order. Qwest will send CLEC an updated FOC with the new CFA.

12.3.3.4 When CLEC requests a Coordinated Installation and the CLEC End User Customer has Qwest Retail, Resale, UNE-P or Volume Provider DSL, Qwest will not disconnect the End User Customer's DSL service until the Frame Due Time requested by CLEC on the LSR.

12.3.4 Qwest Resale and UNE-P Digital Subscriber Line

12.3.4.1 Qwest will perform line moves, Universal Digital Carrier (UDC) removal and line conditioning for Qwest Resale DSL services. If a line move or UDC removal is required, no authorization is required by CLEC, and Qwest will

perform the line move or UDC removal within the interval in Exhibit C. Qwest will use line move or UDC removal before using line conditioning as an option to provide Qwest DSL to CLEC.

12.3.4.2 If line conditioning is required for Qwest Resale or UNE-P DSL services, CLEC may authorize Qwest to perform such line conditioning on the LSR. If conditioning is necessary, and CLEC authorizes Qwest to perform the conditioning, Qwest will perform the line conditioning required to provide the Loop and may send CLEC an FOC with up to a fifteen (15) business day interval. Qwest will provide loop conditioning for Qwest Resale and UNE-P DSL services at no additional charge.

12.3.5 Reuse of Facilities/Loop Reclamation

12.3.5.1 Except as provided in Section 9.2.2.15 with respect to Loop facilities, Qwest will re-use facilities for migration/conversion activity, including migrations to and from Qwest Retail, Resale, or UNE-P.

12.3.6 Held/Delayed Orders Due to Lack of Facilities

12.3.6.1 A service request will be delayed when Qwest cannot process a service request by the Due Date due to lack of facilities as defined in Section X.

12.3.6.2 If CLEC submits a service request and no facilities are available, as defined in this Agreement, Qwest will send CLEC a jeopardy notice for LSRs and notify CLEC of the jeopardy condition for ASRs. If CLEC submits the ASR electronically and jeopardy notices are available, Qwest will also send a jeopardy notice to CLEC. Qwest will provide detailed information outlining the reason for the jeopardy at the time that Qwest becomes aware of the facilities issue. If Qwest is unable to provide such detailed information in the initial notice to CLEC, Qwest will provide to CLEC, within 72 hours of the initial notice to CLEC, either (1) an FOC with a Due Date, or (2) a subsequent jeopardy notification that contains such detailed information. The jeopardy is a Qwest jeopardy, and Qwest will indicate on its new service order the Application Date and Due Date from the original CLEC service request for tracking purposes, as well as identify the new Due Date when available. Qwest will track all delayed service requests, communicate all statuses to CLEC, and facilitate closure of delayed orders. Jeopardy and status notices generally are described above in Section 12.2.7. When Qwest sends CLEC a jeopardy notice due to lack of facilities, the following will apply, depending on when the jeopardy notice is sent:

12.3.6.2.1 If Qwest sends the jeopardy notice before the Due Date, Qwest will send CLEC an FOC. If Qwest knows the Ready for Service (RFS) date, the FOC will advise CLEC of the Due Date.

12.3.6.2.2 If Qwest sends the jeopardy notice on the Due Date, Qwest will call CLEC on the Due Date to notify CLEC of the jeopardy and send CLEC an FOC. If Qwest knows the Ready for Service (RFS) date, the FOC will advise CLEC of the Due Date.

12.3.6.3 Before Qwest sends a jeopardy notice to CLEC due to lack of facilities, Qwest will take steps to investigate potential solution(s) and or option(s) to assign facilities. Qwest will use a mechanized assignment process whenever available.

12.3.6.3.1 When facilities cannot be assigned via a mechanized process for copper facilities, Qwest will perform at least the manual steps for assignment of copper facilities set forth in Exhibit M.

12.3.6.3.2 For requests that are provisioned over fiber, Qwest will perform at least the steps for assignment of fiber facilities (for DS1 and above) set forth in Exhibit N.

12.3.6.4 Multiple Line Service Requests for Which Facilities are Available for Only a Portion of the Lines

12.3.6.4.1 If CLEC submits a service request for multiple lines or Loops and, Qwest cannot provision a portion of the lines or Loops due to lack of facilities, as defined in this Agreement, by the Due Date, Qwest will send CLEC a Jeopardy notice as set forth above.

12.3.6.4.1.1 For non-POTS services and Unbundled Local Loop, if CLEC does not respond to the jeopardy notice, all the lines or Loops associated with the service order will be delayed, even though facilities were available for some of them. If CLEC submits a supplemental service request, Qwest will install the lines or Loops that can be provisioned (i.e., for which there are facilities) and the remaining lines or Loops (i.e., for which there are no facilities) will be delayed.

12.3.6.4.1.2 For Analog Switched Services, Qwest will install the lines that can be provisioned (i.e., for which there are facilities) and the remaining lines (i.e., for which there are no facilities) will be delayed. Qwest will also create a new service order for the lines for which there are no facilities. Qwest will send CLEC a new FOC, PSON Notice, and Jeopardy Notice reflecting the new Qwest service order.

12.3.6.5 Qwest will maintain delayed service requests as pending and notify CLEC when facilities become available, as set forth in Section X.

12.3.7 Loss and Completion Reports

12.3.7.1 Loss and Completion Reports provide notice to CLEC when work-order activity impacting CLEC or CLEC End User Customer accounts are completed.

12.3.7.2 Qwest will generate Loss and Completion Reports and will send them to CLEC via the CLEC's selected transport medium on a daily basis (e.g., NDM (Direct or Dial-In), Electronic Fax, or by WEB).

12.3.7.3 Qwest will notify CLEC by Operational Support System interface or by other agreed-upon processes when an End User Customer moves from one CLEC to a different local service provider. As part of such processes, Qwest will provide CLEC each day with accurate and complete Loss and Completion reports showing the previous days loss and completion activity. Qwest will not provide CLEC with the name of the other local service provider selected by the End User Customer. (former 6.4.5).

12.3.7.3.1 (former 12.2.5.2.4) The daily loss report will contain a list of accounts that have had lines and/or services disconnected because of a change in the End User Customers local service provider. Qwest will issue a loss report when a service order due dated for the previous business day, is completed or canceled in Qwest's service order processor (SOP). This report will detail the BTN, service order number, PON, service name and address, the WTN the activity took place on and date the service order completed (the date the change was completed). Individual reports will be provided for at least the following list of products:

- a) Resale;
- b) Unbundled Loop;
- c) Unbundled Line-side Switch Port; and
- d) UNE-P (former 12.2.5.2.4)

12.3.7.3.2 (former 12.2.5.2.5) The daily completion report will notify CLEC that the order(s) for the service(s) requested is complete. Qwest will issue a completion report when any service order placed on CLEC's account, dated for the previous business day, is completed or canceled in Qwest's service order processor (SOP). This includes service orders Qwest generates without an LSR (for example records correction work, TIC or M&R charges). It will detail the BTN, service order number, PON, service name and address, the WTN the activity took place on and date the service order completed (the date the change was completed). Individual reports will be provided for at least the following list of products:

- a) Resale;
- b) Unbundled Loop;
- c) Unbundled Line-side Switch; and
- d) UNE-P (former 12.2.5.2.5)

12.4 Maintenance and Repair. Maintenance and Repair processes include trouble screening, isolation, and testing; trouble reporting and trouble status; activities to resolve troubles or perform maintenance work; and trouble closure.

12.4.1 Trouble Screening, Isolation and Testing

12.4.1.1 (former 12.3.3.5) Before either Party reports a trouble condition, it shall use its best efforts to isolate the trouble to the other Party's facilities. The Parties shall cooperate in isolating trouble conditions.

12.4.1.2 (former 12.3.17.2) Qwest will cooperate with CLEC to show CLEC how Qwest screens trouble conditions in its own centers, so that CLEC may choose to employ similar techniques in its centers.

12.4.1.3 (former 12.3.4.1) CLEC is responsible for its own End User Customer base and will have the responsibility for resolution of any service trouble report(s) from its End User Customers. CLEC will perform trouble isolation on services it provides to its End User Customers to the extent the capability to perform such trouble isolation is available to CLEC, prior to reporting trouble to Qwest. For services and facilities where the capability to test all or portions of the Qwest network service or facility rest with Qwest, Qwest will make such capability available to CLEC to perform appropriate trouble isolation and screening. (former 12.3.1.7) CLEC shall have access for testing purposes at the Demarcation Point, NID, or Point of Interface. Qwest will work cooperatively with CLEC to resolve trouble reports when the trouble condition has been isolated and found to be within a portion of Qwest's network. Qwest and CLEC will report test results to the other. Each Party shall be responsible for the costs of performing trouble isolation on its facilities, subject to Sections 12.4.1.5 and 12.4.1.6.

12.4.1.3.1 If CLEC so requests when reporting trouble, Qwest will call CLEC with the test results upon completion of the test.

12.4.1.4 (former 12.3.6.1) Notwithstanding any other provision of this Section 12.4.1, when CLEC does not have the ability to diagnose and isolate trouble on a Qwest line, circuit, or service provided in this Agreement that CLEC is utilizing to serve an End User Customer, Qwest will conduct testing, to the extent testing capabilities are available to Qwest, to diagnose and isolate a trouble. See Section 12.1.2 (nondiscrimination).

12.4.1.5 (former 12.3.4.2) When a Party requests that the other Party perform trouble isolation, the Party may charge the other Party a Maintenance of Service Charge if the trouble is found to be on the other Party's side of the Demarcation Point. If the trouble is on the other Party's side of the Demarcation Point, and the other Party authorizes the Party to repair trouble on the other Party's behalf, the Party may charge the other Party the appropriate Additional Labor Charge set forth in Exhibit A in addition to the Maintenance of Service Charge.

12.4.1.6 (former 12.3.4.3) When CLEC elects not to perform trouble isolation and Qwest performs tests at CLEC request, a Maintenance of Service Charge shall apply if the trouble is not in Qwest's facilities, including Qwest's facilities leased by CLEC. Maintenance of Service Charges are set forth in Exhibit A. When trouble is found on Qwest's side of the Demarcation Point, or Point of Interface during the investigation of the initial or repeat trouble report for the same line or circuit within thirty (30) Days, Maintenance of Service Charges shall not apply.

12.4.1.6.1 If CLEC elects not to perform trouble isolation and Qwest performs tests at CLEC request, Qwest will conduct the test and assess the results. Qwest will provide the results to CLEC and indicate whether the trouble is in CLEC network or in the Qwest network. If the trouble is in CLEC network and CLEC authorizes a dispatch, a charge will apply for both the optional testing and the dispatch. However, if the circuit is on Pair Gain, Qwest will not assess optional testing charges. If the trouble is in the Qwest network, Qwest will dispatch a technician to conduct the Maintenance and Repair work to resolve the trouble and then close the ticket with CLEC. No Maintenance of Service charges will apply for repair of the trouble on Qwest's side of the network; however, a charge will be assessed for the optional testing requested by CLEC.

12.4.1.6.2 (former 12.3.6.2) Prior to Qwest conducting a test on a line, circuit, or service provided in this Agreement that CLEC is using to serve an End User Customer, Qwest must receive a trouble report from CLEC.

12.4.2 Trouble Reports and Trouble Status

12.4.2.1 The first time a trouble is reported, Qwest will assign a trouble report tracking number, as described in Section 12.1.3.3.3.1.1.

12.4.2.2 (former 12.3.14.1) CLEC may report trouble to Qwest through the Electronic Bonding or GUI interfaces provided by Qwest or manually through the support centers described above in Section 12.1.3.3.3.

12.4.2.2.1 (former 12.2.2.1) Qwest shall provide electronic interface gateways, including an Electronic Bonding interface and a GUI interface, for reviewing a End User Customer's trouble history at a specific location, conducting testing of a End User Customer's service where applicable, reporting trouble to facilitate the exchange of updated information and progress reports between Qwest and CLEC while the trouble report is open and a Qwest technician is working on the resolution.

12.4.2.2.1.1 Qwest's graphical user interface (known as Customer Electronic Maintenance and Repair (CEMR)) will enable a real-time exchange of information between CLEC and Qwest for

performing trouble administration activities, such as creating and editing trouble reports; monitoring status and reviewing transaction, circuit, and trouble report history; verifying features, viewing line records, and performing MLT request for POTS services; and pre-validation of service requests, such as searching and verifying cross-connect assignment data, viewing access service information, and performing service address validation.

12.4.2.2.1.2 Qwest's electronic bonding interface (known as Mediated Access Electronic Bonding Trouble Administration (MEDIACC-EBTA)) will enable CLEC and Qwest to mechanically process telephone circuit repair activities with Qwest's Work Force Administration/Control (WFA/C) and Loop Maintenance Operating System (LMOS). MEDIACC-EBTA will enable a real-time exchange of information between CLEC and Qwest for performing trouble administration activities, such as creating and editing trouble reports; monitoring status and reviewing transaction, circuit, and trouble report history; verifying features, viewing line records, and performing MLT request for POTS services; and pre-validation of service requests, such as searching and verifying cross-connect assignment data, viewing access service information, and performing service address validation.

12.4.2.2.2 (former 12.3.14.2) CLEC may access the status of manually reported trouble through the electronic interfaces described in Section 12.4.2.2.1.

12.4.2.3 CLEC may review the status of trouble reports and messages posted by Qwest technicians through the Electronic Bonding or GUI interfaces provided by Qwest or manually by contacting the support centers described above in Section 12.1.3.3.3.

12.4.2.3.1 (former 12.3.18.2) On electronically reported trouble reports the electronic system will automatically update status information, including trouble report ticket closure with CLEC concurrence, across the joint electronic gateway as the status changes.

12.4.2.4 (former 12.3.16.1) Qwest will notify CLEC that a trouble report commitment (appointment or interval) has been or is likely to be missed. At CLEC option, notification may be sent by email or through the electronic interface.

12.4.3 Activities to Resolve Troubles or Perform Maintenance Work

12.4.3.1 A CLEC trouble report is prioritized based on service without regard to the service provider, including Qwest.

12.4.3.2 Qwest will efficiently resolve CLEC reported trouble. Qwest will cooperate with CLEC to meet the Maintenance and Repair standards outlined in this Agreement. (former 12.3.18.1)

12.4.3.3 When CLEC initiates a trouble report, Qwest technicians will manage the issue through resolution. Responsibilities of Qwest Maintenance and Repair technicians include:

12.4.3.3.1 Assigning a Qwest technician responsible for initial testing on circuits identified in CLEC trouble report and isolating trouble (as described in Section X above)

12.4.3.3.2 Routing CLEC reports for dispatch to Qwest Central Office, Qwest Translations, and/or Qwest Field Technicians as applicable

12.4.3.3.3 Escalating CLEC reports internally until a resource is assigned or progress made

12.4.3.3.4 Performing tests in cooperation with CLEC to verify service restoration

12.4.3.3.5 Coordinating cooperative testing

12.4.3.3.6 Facilitating test result handoff activity and restoration concurrence; and

12.4.3.3.7 Assigning accurate resolution or disposition codes when closing CLEC report.

12.4.3.4 (former 12.3.6.5) Qwest shall test to ensure electrical continuity of all UNEs, including Central Office Demarcation Point, and services it provides to CLEC prior to closing a trouble report.

12.4.3.5 Qwest Maintenance and Repair and routine test parameters and levels will be in compliance with Telcordia's General Requirement Standards for Network Elements, Operations, Administration, Maintenance and Reliability and, to the extent not inconsistent with the foregoing, Qwest's Technical Publications.

12.4.3.6 Dispatch

12.4.3.6.1 (former 12.3.13.2) Upon the receipt of a trouble report from CLEC, Qwest will follow documented processes and industry standards to resolve the repair condition. Qwest will dispatch Maintenance and Repair personnel when needed to repair the condition. Initially, it will be Qwest's decision whether or not to send a technician out on a dispatch. Qwest will make this dispatch decision based on the best information available to it in the trouble resolution process. It is not always necessary to dispatch to resolve trouble. Should CLEC request a dispatch when Qwest believes the dispatch is not necessary, appropriate

charges will be billed by Qwest to CLEC for those dispatch-related costs in accordance with Exhibit A if Qwest can demonstrate that the dispatch was in fact unnecessary to the clearance of trouble or the trouble is identified to be caused by CLEC facilities or equipment. Such dispatch-related charges will not apply if, although the dispatch was in fact unnecessary to the clearance of trouble, Qwest failed to perform the non-dispatch activities that would have cleared the trouble without a dispatch.

12.4.3.6.1.1 (former 12.3.13.2.1) The need for access to the customer premises when such access is unavailable shall not be the basis for deciding not to dispatch, unless Qwest has tested to the last point in its network before the customer premises (e.g., fiber hut, cross-box) and the testing indicates the trouble is at the customer premises.

12.4.3.6.2 (former 12.3.13.3) For lines and service circuits, Qwest is responsible for all Maintenance and Repair of the line or circuit and will make the determination to dispatch to locations other than the CLEC End User Customer Premises without prior CLEC authorization. For dispatch to the CLEC End User Customer Premises, Qwest shall obtain prior CLEC authorization with the exception of Major Network Outage restoration, cable rearrangements, and MTE terminal Maintenance and Repair or replacement.

12.4.3.6.2.1 For POTS services, the Qwest technician will call CLEC before the technician leaves CLEC's End User Customer's premises, upon request. CLEC may request such a courtesy pre-dispatch call by calling the RCHC or AMSC or via electronic interface (e.g., CEMR or MEDIACC-EBTA).

12.4.3.6.3 Whenever a Qwest technician is dispatched to an End User Customer premise, Qwest will place a tag accurately identifying the line or circuit, including the Qwest Circuit ID, at the Demarcation Point if such a tag is not present. See also Section 12.3.2.

12.4.3.6.3.1 If Qwest finds that the installation is not correct per the service order and the service is not working appropriately at the expected location, Qwest will make any changes necessary to make the installation correct per the original order and will notify CLEC of such activity.

12.4.3.6.3.2 To correct an incorrect address on the original service request or request that a correctly installed Demarcation Point be moved, CLEC may submit a service request. See Section 12.2.2.

12.4.3.7 Chronic Service Problems

12.4.3.7.1 Qwest will designate services having repeated, unresolved service issues as a chronic service problem if the following conditions occur:

12.4.3.7.1.1 The circuit has had at least three trouble reports in a rolling 30 days

12.4.3.7.1.2 The circuit has similar, repeated test results on two or more trouble reports

12.4.3.7.1.3 Trouble on the circuit often clears during testing

12.4.3.7.1.4 CLEC reports trouble on the circuit as chronic when submitting a trouble report.

12.4.3.7.2 For troubles that often clear during testing (e.g., No Trouble Found), when the same trouble occurs on the same circuit two or more times within 30 Days, Qwest will perform a Class A inspection as defined by industry standards to isolate and resolve the trouble. Before doing so, Qwest will coordinate activities and scheduling with CLEC. Unless the Parties agree otherwise, the Class A inspection will occur during the Maintenance and Repair window described in Section 12.4.3.13.

12.4.3.7.3 Qwest's Maintenance and Repair technicians will focus on resolving chronic service problems by analyzing chronic reports for trends, determining root causes, taking ownership of the trouble report until service is restored, and assisting or calling upon internal and/or external experts. When trends or root causes are identified, Qwest will inform CLEC of the result of Qwest's analysis.

12.4.3.7.4 If a trouble is chronic and has been unresolved for at least 30 Days, Qwest will redesign the circuit and replace the facility as needed to resolve the chronic trouble. Once Qwest's Maintenance and Repair technicians complete the repair and clear the chronic trouble, Qwest will maintain the trouble report ticket (also referred to as Chronic Ticket) in pending close status until CLEC accepts the trouble as resolved.

12.4.3.8 Connecting Facility Assignment Changes

12.4.3.8.1 The Connecting Facility Assignment (CFA) is a facility from a Qwest Central Office that terminates at a CLEC location (e.g., central office). If CLEC reports trouble on a CFA and it has been isolated to the Qwest portion of the CFA, the system or individual channel (time slot) will be repaired or temporarily re-routed to a different channel bank/facility until the original facility can be repaired. CLEC will not need to submit a service request to repair the CFA.

12.4.3.8.2 If CLEC requests a permanent CFA move when CLEC reports trouble, Qwest will make the permanent move and then CLEC will need to submit a service request. Qwest Maintenance and Repair will work the redesign (i.e., permanent move) as they do other circuit redesigns.

12.4.3.8.3 If CLEC is able to obtain an order number or Purchase Order Number (PON) during the permanent move, CLEC will provide it to Qwest. If CLEC is unable to obtain an order number or PON at that time, Qwest will proceed with making the permanent move and hold the trouble report ticket as No Access (NA) until CLEC can obtain an order number or PON. If CLEC cannot obtain an order number or PON until the next working day and CLEC wants the new CFA cut prior to obtaining an order number or PON, Qwest will make the cut and place the trouble report ticket in NA status for 24 hours. Qwest will track the trouble report ticket and follow up on a daily basis to ensure that an order has been issued.

12.4.3.9 Emergency and Courtesy Call Forwarding

12.4.3.9.1 When submitting a trouble report for POTS service, CLEC may request Emergency Call Forwarding (ECF) if CLEC has an out of service condition regardless of whether or not Call Forwarding is on the account. Emergency Call Forwarding allows the End User Customer to forward its telephone number to a working number while Qwest works to clear the problem. If the account has Call Forwarding, CLEC may also call the RCHC to have call forwarding (Courtesy Call Forwarding) activated with or without a Maintenance and Repair condition.

12.4.3.10 Major Outages/Restoral/Notification

12.4.3.10.1 Major Network Outages are Qwest-caused service affecting events with a common cause that disrupts service to 25 or more lines (or 64kbps line equivalents) (e.g., DS3 or multiple DS1 failure), impacts the functionality of 25 or more customers (e.g., Voicemail MDSI link) and/or has broad scale network impact (e.g. Tandem switch or trunking failures).

12.4.3.10.2 (former 12.3.9.1) Qwest will notify CLEC of Major Network Outages via e-mail to CLEC's identified contact. With the minor exception of certain Proprietary Information such as End User Customer information, Qwest will utilize the same thresholds and processes for external notification as it does for internal purposes. information will be sent via e-mail on the same schedule as is provided internally within Qwest. The email notification schedule shall consist of initial report of abnormal condition and estimated restoration time/date, abnormal condition updates, and final disposition. Service restoration will be non-discriminatory, and will be accomplished as quickly as possible according to Qwest and/or industry standards.

12.4.3.10.2.1 Qwest will send Major Network Outage notifications simultaneously with Qwest internal event notification, usually within 30 minutes after Qwest determines a Major Network Outage has occurred, even if the service problem is already resolved.

12.4.3.10.2.2 Qwest will provide CLEC with root cause analysis of Major Network Outages. Qwest will provide such information on a non-confidential basis. CLEC may choose to share such information with End User Customers to explain the cause of Major Network Outages they experienced.

12.4.3.10.3 (former 12.3.9.2) Qwest will meet with associated personnel from CLEC to share contact information and review Qwest's outage restoral processes and notification processes.

12.4.3.10.4 (former 12.3.9.3) Qwest's emergency restoration process operates on a 7X24 basis.

12.4.3.10.5 (former 12.3.9.4) Qwest may have an obligation to report network outages or other network troubles to the Commission in accordance with Applicable Law. In the event CLEC provides services to one or more End User Customers though the use of Resale or Unbundled Network Elements and there is a network outage or service trouble that Qwest must report to the Commission, Qwest shall make such reports on behalf of itself and CLEC.

12.4.3.11 Protective Maintenance and Repair

12.4.3.11.1 (former 12.3.10.2) Qwest shall provide notice to CLEC of potentially CLEC End User Customer impacting Maintenance and Repair activity, to the extent Qwest can determine such impact, and negotiate mutually agreeable dates and times with CLEC for performing such activity. Qwest will work cooperatively with CLEC to develop industry-wide processes to provide CLEC with as much notice as possible of scheduled Maintenance and Repair activity.

12.4.3.11.2 (former 12.3.10.3) Qwest shall advise CLEC of non-scheduled Maintenance and Repair, testing, monitoring, and surveillance activity to be performed by Qwest on any Services, including, to the extent Qwest can determine, any hardware, equipment, software, or system providing service functionality which may potentially impact CLEC and/or CLEC End User Customers. Qwest shall provide the maximum advance notice of such non-scheduled Maintenance and Repair and testing activity possible, under the circumstances; provided, however, that Qwest shall provide emergency Maintenance and Repair as promptly as possible to maintain or restore service and shall advise CLEC promptly of any such actions it takes.

12.4.3.12 Switch and Frame Conversion Service Order Practices

12.4.3.12.1 (former 12.3.24.1) Switch Conversions. Switch conversion activity generally consists of the removal of one Switch and its replacement with another. Generic Switch software or hardware upgrades, the addition of Switch line and trunk connection hardware and the addition of capacity to a Switch do not constitute Switch conversions.

12.4.3.12.2 (former 12.3.24.2) Frame Conversions. Frame conversions are generally the removal and replacement of one or more frames, upon which the Switch Ports terminate.

12.4.3.12.3 (former 12.3.24.3) Conversion Date. The "Conversion Date" is a Switch or frame conversion planned day of cut-over to the replacement frame(s) or Switch. The actual conversion time typically is set for midnight of the Conversion Date. This may cause the actual Conversion Date to migrate into the early hours of the day after the planned Conversion Date.

12.4.3.12.4 (former 12.3.24.4) Conversion Embargoes. A Switch or frame conversion embargo is the time period that the Switch or frame Trunk Side facility connections are frozen to facilitate conversion from one Switch or frame to another with minimal disruption to the End User Customer or CLEC services. During the embargo period, Qwest will reject orders for Trunk Side facilities (see Section 12.4.3.12.9) other than conversion orders described in Section 12.4.3.12.10. Notwithstanding the foregoing and to the extent Qwest provisions trunk or trunk facility related service orders for itself, its End User Customers, its Affiliates, or any other party during embargoes, Qwest shall provide CLEC the same capabilities.

12.4.3.12.5 (former 12.3.24.4.1) ASRs for Switch or frame Trunk Side facility augments to capacity or changes to Switch or frame Trunk Side facilities must be issued by CLEC with a Due Date prior to or after the appropriate embargo interval as identified in the ICONN database. Qwest shall reject Switch or frame Trunk Side ASRs to augment capacity or change facilities issued by CLEC or Qwest, its End User Customers, its Affiliates or any other party during the embargo period, regardless of the order's Due Date except for conversion ASRs described in Section 12.4.3.12.

12.4.3.12.6 (former 12.3.24.4.2) For Switch and Trunk Side frame conversions, Qwest shall provide CLEC with conversion trunk group service requests (TGSR) no less than ninety (90) Days before the Conversion Date.

12.4.3.12.7 (former 12.3.24.4.3) For Switch and Trunk Side frame conversions, CLEC shall issue facility conversion ASRs to Qwest no later

than thirty (30) Days before the Conversion Date for like-for-like, where CLEC mirrors their existing circuit design from the old Switch or frame to the new Switch or frame, and sixty (60) Days before the Conversion Date for addition of trunk capacity or modification of circuit characteristics (i.e., change of AMI to B8ZS).

12.4.3.12.8 (former 12.3.24.5) Frame Embargo Period. During frame conversions, service orders and ASRs shall be subject to an embargo period for services and facilities connected to the affected frame. For conversion of trunks where CLEC mirrors their existing circuit design from the old frame to the new frame on a like-for-like basis, such embargo period shall extend from thirty (30) Days prior to the Conversion Date until 5 Days after the Conversion Date. If CLEC requests the addition of trunk capacity or modification of circuit characteristics (i.e., change of AMI to B8ZS) to the new frame, new facility ASRs shall be placed, and the embargo period shall extend from 60 Days prior to the Conversion Date until 5 Days after the Conversion Date. Prior to instituting an embargo period, Qwest shall identify the particular dates and locations for frame conversion embargo periods on its web site in the ICONN database described in Section 12.1.3.2.5 above.

12.4.3.12.9 (former 12.3.24.6) Switch Embargo Period. During Switch conversions, service orders and ASRs shall be subject to an embargo period for services and facilities associated with the Trunk Side of the Switch. For conversion of trunks where CLEC mirrors their existing circuit design from the old Switch to the new Switch on a like-for-like basis, such embargo period shall extend from thirty (30) Days prior to the Conversion Date until five (5) Days after the Conversion Date. If CLEC requests the addition of trunk capacity or modification of circuit characteristics to the new Switch, new facility ASRs shall be placed, and the embargo period shall extend from sixty (60) Days prior to the Conversion Date until five (5) Days after the Conversion Date. Prior to instituting an embargo period, Qwest shall identify the particular dates and locations for Switch conversion embargo periods on its web site in the ICONN database described in Section X above.

12.4.3.12.10 (former 12.3.24.7) Switch and Frame Conversion Quiet Periods for LSRs. Switch and frame conversion quiet periods are the time period within which LSRs may not contain Due Dates, with the exception of LSRs that result in disconnect orders, including those related to LNP orders, record orders, Billing change orders for non-switched products, and emergency orders.

12.4.3.12.10.1 (former 12.3.24.7.1) LSRs of any kind issued during Switch or frame conversion quiet periods create the potential for loss of End User Customer service due to manual

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operational processes caused by the Switch or frame conversion. LSRs of any kind issued during the Switch or frame conversion quiet periods will be handled as set forth below, with the understanding that Qwest shall use its best efforts to avoid the loss of End User Customer service. In the event that CLEC End User Customer service is disconnected in error, Qwest will restore CLEC End User Customer service through the process described in Sections 12.1.3.3.

12.4.3.12.10.2 (former 12.3.24.7.2) The quiet period for Switch conversions, where no LSRs except those requesting order activity described in Section 12.4.2.12.10 are processed for the affected location, extends from five (5) Days prior to conversion until two (2) Days after the conversion and is identified in the ICONN database.

12.4.3.12.10.3 (former 12.3.24.7.3) The quiet period for frame conversions, where no LSRs except those requesting order activity described in Section 12.4.2.12.10 are processed or the affected location, extends from five (5) Days prior to conversion until two (2) Days after the conversion.

12.4.3.12.10.4 (former 12.3.24.7.4) LSRs, except those requesting order activity described in Section 12.4.2.12.10, (i) must be issued with a Due Date prior to or after the conversion quiet period and (ii) may not be issued during the quiet period. LSRs that do not meet these requirements will be rejected by Qwest.

12.4.3.12.10.5 (former 12.3.24.7.5) LSRs requesting disconnect activity issued during the quiet period, regardless of requested Due Date, will be processed after the quiet period expires.

12.4.3.12.10.6 CO-- (former 12.3.24.7.6) CLEC may request a Due Date change to a LNP related disconnect scheduled during quiet periods up to 12:00 noon Mountain Time the day prior to the scheduled LSR Due Date. Such changes shall be requested by issuing a supplemental LSR requesting a Due Date change. Such changes shall be handled as emergency orders by Qwest.

12.4.3.12.10.6 MN – (former 12.3.24.7.6) CLEC may request a Due Date change to a LNP related disconnect scheduled during quiet periods up to 1:00 P.M. Central Time the day prior to the scheduled LSR Due Date. Such changes shall be requested by issuing a supplemental LSR requesting a Due Date change. Such changes shall be handled as emergency orders by Qwest.

12.4.3.12.10.6 WA – (former 12.3.24.7.6) CLEC may request a Due Date change to a LNP related disconnect scheduled during

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quiet periods up to 11:00 A.M. Pacific Time the day prior to the scheduled LSR Due Date. Such changes shall be requested by issuing a supplemental LSR requesting a Due Date change. Such changes shall be handled as emergency orders by Qwest.

12.4.3.12.10.7 **CO -- (former 12.3.24.7.7)** CLEC may request a Due Date change to a LNP related disconnect order scheduled during quiet periods after 12:00 noon Mountain Time the day prior to the scheduled LSR Due Date until 12 noon Mountain Time the day after the scheduled LSR Due Date. Such changes shall be requested by issuing a supplemental LSR requesting a Due Date change and contacting the Interconnect Service Center. Such changes shall be handled as emergency orders by Qwest.

12.4.3.12.10.7 **MN: (former 12.3.24.7.7)** CLEC may request a Due Date change to a LNP related disconnect order scheduled during quiet periods after 1:00 P.M. Central Time the day prior to the scheduled LSR Due Date until 1:00 P.M. Central Time the day after the scheduled LSR Due Date. Such changes shall be requested by issuing a supplemental LSR requesting a Due Date change and contacting the Interconnect Service Center. Such changes shall be handled as emergency orders by Qwest.

12.4.3.12.10.7 **WA: (former 12.3.24.7.7)** CLEC may request a Due Date change to a LNP related disconnect order scheduled during quiet periods after 11:00 A.M. Pacific Time the day prior to the scheduled LSR Due Date until 11:00 A.M. Pacific Time the day after the scheduled LSR Due Date. Such changes shall be requested by issuing a supplemental LSR requesting a Due Date change and contacting the Interconnect Service Center. Such changes shall be handled as emergency orders by Qwest.

12.4.3.12.11 **(former 12.3.24.8)** Switch Upgrades. Generic Switch software and hardware upgrades are not subject to the Switch conversion embargoes or quiet periods described above. If such generic Switch or software upgrades require significant activity related to translations, an abbreviated embargo and/or quiet period may be required.

12.4.3.12.12 **(former 12.3.24.9)** Switch Line and Trunk Hardware Additions. Qwest shall use its best efforts to minimize CLEC service order impacts due to hardware additions and modifications to Qwest's existing Switches.

12.4.3.13 Major Switch Maintenance and Repair Hours and Notices

12.4.3.13.1 **(former 12.3.23.1)** Generally, Qwest performs major Switch Maintenance and Repair activities off-hours, during certain "Maintenance and Repair windows." Major Switch Maintenance and Repair activities include Switch conversions, Switch generic upgrades and Switch equipment additions.

12.4.3.13.2 **CO Language: (former 12.3.23.2)** Generally, the Maintenance and Repair window is between 10:00 p.m. through 6:00 a.m. Monday through Friday, and Saturday 10:00 p.m. through Monday 6:00 a.m., Mountain Time. Although Qwest normally does major Switch Maintenance and Repair during the above Maintenance and Repair window, there will be occasions where this will not be possible. Qwest will provide notification of any and all Maintenance and Repair activities that may impact CLEC Ordering practices such as embargoes, moratoriums, and quiet periods.

12.4.3.13.2 **MN Language: (former 12.3.23.2)** Generally, the Maintenance and Repair window is between 11:00 p.m. through 7:00 a.m. Monday through Friday, and Saturday 11:00 p.m. through Monday 7:00 a.m., Central Time. Although Qwest normally does major Switch Maintenance and Repair during the above Maintenance and Repair window, there will be occasions where this will not be possible. Qwest will provide notification of any and all Maintenance and Repair activities that may impact CLEC Ordering practices such as embargoes, moratoriums, and quiet periods.

12.4.3.13.2 **WA Language: (former 12.3.23.2)** Generally, the Maintenance and Repair window is between 9:00 p.m. through 5:00 a.m. Monday through Friday, and Saturday 9:00 p.m. through Monday 5:00 a.m., Pacific Time. Although Qwest normally does major Switch Maintenance and Repair during the above Maintenance and Repair window, there will be occasions where this will not be possible. Qwest will provide notification of any and all Maintenance and Repair activities that may impact CLEC Ordering practices such as embargoes, moratoriums, and quiet periods.

12.4.3.13.3 **(former 12.3.23.4)** Planned generic upgrades to Qwest Switches will be available to CLEC via Qwest's Web site in the ICONN database, which is described in Section 12.1.3.2.5 above.

12.4.3.14 Impairment of Service

12.4.3.14 .1 **(former 12.3.3.1)** The characteristics and methods of operation of any circuits, facilities or equipment of either Party connected with the services, facilities or equipment of the other Party pursuant to this Agreement shall not: 1) interfere with or impair service over any facilities of the other Party, its affiliated companies, or its connecting and concurring Carriers involved in its services; 2) cause damage to the plant of the other Party, its affiliated companies, or its connecting concurring Carriers involved in its services; 3) violate any Applicable Law or regulation regarding the invasion of privacy of any communications carried over the Party's facilities; or 4) create hazards to the employees of either Party or to the public. Each of these requirements is referred to

as an "Impairment of Service."

12.4.3.14.2 (former 12.3.3.2) If it is confirmed that either Party is causing an Impairment of Service, as set forth in this Section, the Party whose network or service is being impaired (the Impaired Party) shall promptly notify the Party causing the Impairment of Service (the Impairing Party) of the nature and location of the problem. The Impairing Party and the Impaired Party agree to work together to attempt to promptly resolve the Impairment of Service.

12.4.4 Trouble Report Closure

12.4.4.1 After a trouble report ticket has been opened, as described in Section 12.1.3.3.3.1.1, CLEC and Qwest will attempt to reach agreement on resolution of the problem and closing of the ticket. If no agreement is reached, any Party may use the applicable escalation and dispute resolution process described in Section 12.1.3.3.3 above. When the Parties agree, or a determination has been made pursuant to that process, that the trouble report ticket may be closed, Qwest will assign a code accurately describing the disposition of the trouble report (i.e., a "disposition code") and close the ticket. Qwest will not close a trouble report ticket without CLEC concurrence.

12.4.4.2 Qwest will notify CLEC of the disposition code upon request. For Maintenance and Repair trouble reports, the disposition code and any remarks will also be available through electronic interface (e.g., Customer Electronic Maintenance and Repair (CEMR)). CLEC closed trouble reports will be available to CLEC via the history function in the electronic interface (e.g., CEMR).

12.4.4.3 Qwest will provide a web based tool (known as Maintenance and Repair Invoice Tool) to CLEC that allows CLEC to access electronic copies of Qwest repair invoice information. The repair invoice information will include the time and material information that Qwest provides to its retail End User Customers on their time and material invoices. Qwest, through this tool, will provide access to at least Telephone Number or Circuit identification, CLEC ticket number, Qwest ticket number, End User Customer Address, End User Customer Name, USOC, Quantity, Start Date, End Date, Disposition Code, and Remarks (comments by repair technician). Such invoice information will be available to CLEC within two (2) business days of ticket closure for POTS services and ten (10) business days for non-POTS services. Invoice information will be retained and available to CLEC via this tool for at least twelve (12) months.

12.5 Billing

12.5.1 For Connectivity Billing, Recording, and Exchange of Information, see Section 21.

12.6 On-Going Support for OSS

12.6.1 (former 12.2.8) Qwest will support previous EDI releases for six (6) months after the next subsequent EDI release has been deployed. Exceptions to these guidelines, if any, will be considered in accordance with the CMP procedures. Qwest will use all reasonable efforts to provide sufficient support to ensure that issues that arise in migrating to the new release are handled in a timely manner.

12.6.2 (former 12.2.8.1) Qwest will provide written notice to CLEC of the need to migrate to a new release no later than five (5) months prior to sunset of CLEC's current EDI version.

12.6.3 (former 12.2.8.2) Qwest will provide an EDI Implementation Coordinator to work with CLEC for business scenario re-certification, migration and data conversion strategy definition.

12.6.4 (former 12.2.8.3) Re-certification is the process by which CLECs demonstrate the ability to generate correct functional transactions for enhancements to a previously certified system. Qwest will provide the suite of tests for re-certification to CLEC with the issuance of the disclosure document.

12.6.5 (former 12.2.8.4) Qwest shall provide training mechanisms for CLEC to pursue in educating its internal personnel. Qwest shall provide training necessary for CLEC to use Qwest's OSS interfaces and to understand Qwest's documentation, including Qwest's business rules.

12.6.6 (former 12.2.1.5) When CLEC requests from Qwest more than fifty (50) SecurIDs for use by CLEC Customer service representatives at a single CLEC location, CLEC shall use a T1 line instead of dial-up access at that location. If CLEC is obtaining the line from Qwest, then CLEC shall be able to use SecurIDs until such time as Qwest provisions the T1 line and the line permits pre-order and order information to be exchanged between Qwest and CLEC.

12.6.7 (former 12.2.9.1) If using the GUI interface, CLEC will take reasonable efforts to train CLEC personnel on the GUI functions that CLEC will be using. Qwest shall provide training mechanisms for CLEC to pursue in educating its internal personnel. Qwest shall provide training necessary for CLEC to use Qwest's OSS interfaces and to understand Qwest's documentation, including Qwest's business rules. See Section 12.1.3.2 above.

12.6.8 (former 12.2.9.2) An exchange protocol will be used to transport EDI formatted content. CLEC must perform certification testing of exchange protocol prior to using the EDI interface.

12.6.9 (former 12.2.9.3) Qwest will provide CLEC with access to a stable testing environment that mirrors production to certify that its OSS will be capable of interacting smoothly and efficiently with Qwest's OSS. Qwest has established the following test processes to assure the implementation of a solid interface between Qwest and CLEC:

12.6.9.1 (former 12.2.9.3.1) Connectivity Testing – CLEC and Qwest will conduct connectivity testing. This test will establish the ability of the trading partners to send and receive EDI messages effectively. This test verifies the communications between the trading partners. Connectivity is established during each phase of the implementation cycle. This test is also conducted prior to Controlled Production and before going live in the production environment if CLEC or Qwest has implemented environment changes when moving into production.

12.6.9.2 (former 12.2.9.3.2) Stand-Alone Testing Environment (“SATE”) – Qwest shall provide a stable, Stand-alone Testing Environment that, during a CLEC’s development and implementation of EDI, will take pre-order and order requests, pass them to the stand-alone database, and return responses to CLEC that mirror the responses that would be obtained in the production environment. The SATE provides CLEC the opportunity to validate its technical development efforts built via Qwest documentation without the need to schedule test times. This testing verifies CLEC’s ability to send correctly formatted EDI transactions through the EDI system edits successfully for both new and existing releases. Qwest will provide documentation for use with SATE that provides the CLEC information required to successfully use SATE and be certified to move into controlled production. SATE uses test account data supplied by Qwest. Qwest will provide a stable SATE no less than thirty (30) Days prior to Qwest’s introduction of new OSS electronic interface capabilities to the production environment, unless otherwise agreed to pursuant to Section 16.0 of the CMP Document, including support of new test accounts, new test beds, new products and services, new interface features, and functionalities. All SATE pre-order queries and orders are subjected to the same edits as production pre-order and order transactions. This testing phase is optional when CLEC has performed Interoperability testing successfully.

12.6.9.2.1 (former 12.2.9.3.2.1) As of the Effective Date, the SATE does not include all of the Qwest products and services CLEC may order in Qwest’s production environment. In this context products and services are those items that may be ordered via EDI from Qwest on an LSR. Qwest shall incorporate each such product or service into SATE once the aggregate number of transactions for all CLECs in the production environment for such product or service reaches 100 or more during a twelve-month period. Once these conditions are met, Qwest shall incorporate such product or service into the upcoming major SATE release, if feasible. If not feasible for that release, Qwest shall incorporate such product or service into the SATE by no later than the next major SATE release. A Party may submit a request through CMP to add products to SATE that do not meet the above criteria.

12.6.9.3 (former 12.2.9.3.3) Interoperability Testing – CLEC has

the option of participating with Qwest in Interoperability testing to provide CLEC with the opportunity to validate technical development efforts and to quantify processing results. Interoperability testing verifies CLEC's ability to send correct EDI transactions through the EDI system edits successfully. Interoperability testing requires the use of account information valid in Qwest production systems. All Interoperability pre-order queries and order transactions are subjected to the same edits as production orders. This testing phase is optional when CLEC has conducted Stand-Alone Testing successfully. Qwest shall process pre-order transactions in Qwest's production OSS and order transactions through the business processing layer of the EDI interfaces.

12.6.9.4 (former 12.2.9.3.4) Controlled Production – Qwest and CLEC will perform controlled production for new implementations. The controlled production process is designed to validate the ability of CLEC to transmit EDI data that completely meets X12 standards definitions and complies with all Qwest business rules. Controlled production consists of the controlled submission of actual CLEC production requests to the Qwest production environment. Qwest treats these pre-order queries and orders as production pre-order and order transactions. Qwest and CLEC use controlled production results to determine operational readiness. Controlled production requires the use of valid account and order data. All certification orders are considered to be live orders and will be provisioned.

12.6.9.5 (former 12.2.9.3.5) If CLEC is using EDI, Qwest and CLEC shall negotiate an amount of time to complete certification of CLEC's business scenarios. Qwest will allow CLEC a reasonably sufficient amount of time negotiated by Qwest and CLEC during the day and a reasonably sufficient number of days during the week to complete certification of its business scenarios consistent with the CLEC's business plan. It is the sole responsibility of CLEC to schedule an appointment with Qwest for certification of its business scenarios. Qwest and CLEC must make every effort to comply with the agreed upon dates and times scheduled for the certification of CLEC's business scenarios. If the certification of business scenarios is delayed due to CLEC, it is the sole responsibility of CLEC to schedule new appointments for certification of its business scenarios. Qwest will make reasonable efforts to accommodate CLEC schedule. Conflicts in the schedule could result in certification being delayed. If a delay is due to Qwest, Qwest will honor CLEC's schedule through the use of alternative hours.

12.6.9.6 (former 12.2.9.3.6) Comprehensive Production Testing — Comprehensive Production Testing permits a comprehensive test of the totality of Qwest's operational interfaces and processes in conjunction with the actual Pre-ordering, Ordering, provisioning, billing and Maintenance and Repair of Network Elements, Ancillary Services, and UNE Combinations, including, without limitation, UNE-P, prior to or contemporaneously with the offering by CLEC of any CLEC product or service incorporating Qwest's Network Elements, UNE Combinations or

Ancillary Services. Such Comprehensive Production Testing shall be designed to permit an individual CLEC to test its own operational interfaces and processes in conjunction with Qwest's and shall be in addition to any testing processes offered or required for interface development, version changes and/or certification (.e.g. Interoperability testing). The testing described in this Section is not conditional on CLEC's commitment to enter a market with any services but is conditional on any certification on operational interfaces or processes required under this Agreement.

12.6.9.6.1 (former 12.2.9.3.6.1) Qwest shall participate in Comprehensive Production Testing upon CLEC's request. CLEC shall notify Qwest in writing of CLEC's intent to participate in Comprehensive Production Testing. Such notice shall include a statement describing the scope of the test. CLEC and Qwest shall commence and complete Comprehensive Production Testing promptly.

12.6.9.6.2 (former 12.2.9.3.6.2) Within ten (10) business days after CLEC's written notice to Qwest of CLEC's intent to conduct Comprehensive Production Testing, CLEC and Qwest shall meet and continue meeting no less frequently than once per week, unless otherwise agreed by Qwest and CLEC, to agree upon a process to resolve technical issues relating to Comprehensive Production Testing. Unless otherwise agreed, within ten (10) business days after CLEC's first meeting with Qwest, CLEC shall provide Qwest with a firm definition of the scope of the comprehensive testing. Within a mutually agreed period of time, which shall not exceed forty-five (45) business days after CLEC defines the scope of the comprehensive testing, Qwest and CLEC will reach agreement on the terms, guidelines and processes for executing the comprehensive testing and meeting CLEC's objectives. The agreed upon process shall include procedures for escalating disputes and unresolved issues up through higher levels of each company's management. If (a) CLEC and Qwest do not reach agreement on such a process within forty-five (45) business days after CLEC provides Qwest with the firm scope, or (b) Qwest or CLEC has failed to meet or continue meeting regarding, or Qwest or CLEC has otherwise indicated its intention not to conduct, Comprehensive Production Testing, or (c) Qwest and CLEC cannot agree upon whether or how much of the cost of such testing is to be allocated to CLEC or (d) during any Comprehensive Production Testing either Party fails to satisfy any of the requirements set forth in this Section 12.2.9.3.6, any issues that have not been resolved by the Parties with respect to such process or either Party's failure to satisfy any of the requirements of this Section 12.2.9.3.6 shall be submitted, at the sole discretion of either Party, to either (i) the Dispute Resolution procedures set forth in Section 5.18 of this Agreement

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or (ii) any dispute resolution or complaint process available or permitted by or before the Commission. In any expedited dispute resolution or complaint process, the Parties shall jointly request that the decision-maker render a decision within ninety (90) Days after submission of the dispute or complaint.

12.6.9.6.2.1 The intervals for comprehensive testing apply to one comprehensive test. One comprehensive test may include overlapping testing by CLEC in more than one state within a single comprehensive testing request. If Qwest has multiple requests for comprehensive testing then the intervals for each request will be separately negotiated. Multiple requests are CLEC requests for comprehensive production testing received within the same 45 business day interval referenced above. If the CLEC is not in agreement with the given intervals and the disagreement is not resolved within ten (10) business days, the requesting CLEC may submit the matter to the dispute resolution process.

12.6.9.6.3 (former 12.2.9.3.6.3) For the purposes of Comprehensive Production Testing, Qwest shall temporarily provision selected local Switching features for testing pursuant to the terms and conditions of this Agreement. CLEC will bear the cost of such provisioning as called for by this Agreement.

12.6.9.6.4 (former 12.2.9.3.6.4) For the purposes of Comprehensive Production Testing, Qwest shall provision pursuant to the terms and conditions of this Agreement or pursuant to a Qwest retail Tariff, whether singly or as part of a UNE Combination, any kind of Unbundled Loop, Resale or retail services designated by CLEC in such quantities and to any location or locations reasonably requested by CLEC. For example, Qwest shall provision, either singly or as part of a UNE Combination, a residential Loop or retail service to a commercial facility, such as an office building. In such cases, if a Commission waiver is not required, Qwest shall not assert that Tariff limitations restrict such Provisioning, or if a Commission waiver is required, the Parties will expeditiously seek such a waiver.

12.6.9.6.5 (former 12.2.9.3.6.5) The Parties shall provide technical staff to meet to provide required support for Comprehensive Production Testing. Qwest and CLEC shall exchange contact information, including name, title, and email address, for such technical staff during the initial phase of that process.

12.6.9.6.6 (former 12.2.9.3.6.6) During Comprehensive Production Testing, the Parties shall provide a single point of contact that is available during business hours Monday through Friday for trouble status, sectionalization, resolution, escalation and closure of comprehensive

testing issues. Comprehensive testing issues are those test issues which are outside the scope of routine Pre-ordering, Ordering, provisioning, billing, Maintenance and Repair of the services being tested. Such staff shall be adequately skilled to facilitate expeditious problem resolution.

12.6.9.6.7 (former 12.2.9.3.6.7) Either Party may supply information about the Comprehensive Production Testing conducted pursuant to this section to regulatory agencies including the Federal Communications Commission and the Commission so long as any confidential obligation is protected pursuant to the terms of Section 5.16.

12.6.9.6.8 (former 12.2.9.3.6.8) The costs of testing shall be assigned to the CLEC requesting the test procedures, but only to the extent that such costs exceed the costs Qwest would otherwise incur administering CLEC's pre-order, order, Billing, Maintenance and Repair activities in the production (non-test) environment or the costs Qwest would otherwise incur in provisioning retail lines for test purposes. Prior to execution of Comprehensive Production Testing, Qwest shall provide to CLEC an itemized quotation of all costs Qwest believes it is entitled to recover from CLEC pursuant to this Section 12.2.9.3.6.8, including a detailed description of each activity including the Qwest underlying assumptions for which Qwest seeks recovery. CLEC shall be permitted to challenge the necessity of Qwest's activities that cause extraordinary costs to be incurred. Challenges made by CLEC that cannot be resolved by the Parties shall be resolved through the dispute resolution process outlined in this agreement at Section 5.18. At the point that the expenses of the testing reach eighty percent (80%) of the quoted amount, Qwest will notify CLEC and provide a modified quotation, at which point, CLEC can choose whether or not to continue testing. CLEC shall have 30 business days to notify Qwest if CLEC wishes to continue the comprehensive testing. If CLEC elects to discontinue the comprehensive testing, then testing will cease at the end of the thirty (30) business days, provided it does not exceed the initial agreed upon costs. CLEC shall pay the amount due. If CLEC wishes to continue the testing it will accept the modifications to the quotation, or inform Qwest that CLEC disputes the modifications to the quotation but still wants the test to proceed, in writing within 30 business days and billing will continue as agreed. Qwest shall provide to CLEC with such modified quote a detailed explanation of each change in cost and why Qwest believes CLEC is responsible for such changes in cost. This section is in addition to CLEC's responsibility to pay normal recurring and non-recurring charges (retail and wholesale) for the facilities and services identified in this Agreement and reflected in Exhibit A or a Qwest retail Tariff, if applicable, ordered during the testing. If construction is requested for the purpose of comprehensive testing, the Parties will adhere to the applicable terms and conditions relating to construction contained in this Agreement or the Qwest retail Tariff, depending on the services CLEC ordered. The parties will agree to reasonable timeframes for construction performed for comprehensive testing. If at any time the Parties are in dispute over the allocation of cost

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associated with testing, CLEC may request in writing that the testing proceed while the Parties work to resolve such a dispute. If CLEC agrees to pay 50% of the actual charges Qwest incurs in accordance with the agreed terms as if no dispute existed, then Qwest will proceed with the testing. If, after the dispute is resolved, CLEC has paid to Qwest any amount that exceeds the amount it owes pursuant to the resolution, Qwest agrees to credit CLEC for that excess amount. However, if the CLEC owes monies to Qwest, CLEC agrees to pay the remaining balance pursuant to the resolution.

12.6.9.7 (former 12.2.9.4) If CLEC is using the EDI interface, CLEC must work with Qwest to certify the business scenarios that CLEC will be using in order to ensure successful transaction processing. Qwest and CLEC shall mutually agree to the business scenarios for which CLEC requires certification. Certification will be granted for the specified release of the EDI interface. If a CLEC is certifying multiple products or services, CLEC has the option of certifying those products or services serially or in parallel where Technically Feasible.

12.6.9.7.1 (former 12.2.9.4.1) For a new software release or upgrade, Qwest will provide CLEC a stable testing environment that mirrors the production environment in order for CLEC to test the new release. For software releases and upgrades, Qwest has implemented the testing processes set forth in Section 12.2.9.3.2, 12.2.9.3.3 and 12.2.9.3.4.

12.6.9.8 (former 12.2.9.5) New releases of the EDI interface may require re-certification of some or all business scenarios. A determination as to the need for re-certification will be made by the Qwest coordinator in conjunction with the release manager of each EDI release. Qwest will provide notice of the need for re-certification to CLEC at least 15 Days prior to release of the disclosure document for the release being implemented. The suite of re-certification test scenarios will be provided to CLEC with the disclosure document. If a CLEC is certifying multiple products or services, CLEC has the option of certifying those products or services serially or in parallel, where Technically Feasible.

12.6.9.9 (former 12.2.9.6) CLEC will contact the Qwest EDI Implementation Coordinator to initiate the migration process. CLEC may not need to certify to every new EDI release, however, CLEC must complete the re-certification and migration to a new EDI release within six (6) months of the deployment of the new release and prior to the sunset date for CLEC's current version. CLEC will use reasonable efforts to provide sufficient support and personnel to ensure that issues that arise in migrating to the new release are handled in a timely manner.

12.6.9.9.1 (former 12.2.9.6.1) The following rules apply to initial development and certification of EDI interface versions and migration to subsequent EDI interface versions:

12.6.9.9.1.1 (former 12.2.9.6.1.1) Stand Alone and/or Interoperability testing must begin on the prior release before the next release is implemented. Otherwise, CLEC will be required to move their implementation plan to the next release.

12.6.9.9.1.2 (former 12.2.9.6.1.2) New EDI users must be certified and in production with at least one product and one order activity type on a prior release two months after the implementation of the next release. Otherwise, CLEC will be required to move their implementation plan to the next release.

12.6.9.9.1.3 (former 12.2.9.6.1.3) Any EDI user that has been placed into production on a release not later than two months after the newest release implementation may continue certifying additional products and activities until two months prior to the retirement of the current release that CLEC is using. To be placed into production, the products/order activities must have been tested in the SATE or Interoperability environment at least four months prior to the retirement of the prior release.

12.6.9.10 (former 12.2.9.7) CLEC will be expected to execute the re-certification test cases in the stand alone and/or Interoperability test environments. CLEC will provide Purchase Order Numbers (PONs) of the successful test cases to Qwest.

12.7 Rate Elements

12.7.1 (former 12.2.11) Recurring and non-recurring OSS startup charges, as applicable, will be billed at rates set forth in Exhibit A. Qwest shall not impose any recurring or nonrecurring OSS startup charges unless and until the Commission approves such rates or until such rates go into effect by operation of law.

12.7.2 When Qwest OSS are not available and CLEC manually submits service requests to Qwest, Qwest will bill rates, if any, for mechanized functions, even though CLEC submitted the requests manually.

NOTES:

Eschelon proposes adding and modifying definitions that are in, or should be included in, Qwest's proposed Section 4, such as:

Add to Definitions (Section 4): "Include" or "including" means to have as part of a whole. The terms "include" and "including" mean "includes but is not limited to," regardless of whether the latter phrase is used.

Add to Definitions (Section 4): “Pre-ordering” includes gathering and verifying the necessary information to formulate an accurate order for an End User Customer and includes the following types of information: Customer Service Record (CSR), address validation, telephone number, due date, and services and features.

Add to Definitions (Section 4): Parties to discuss whether to add a Definition of Ordering, as other such terms (e.g., Pre-Ordering) will be defined.

Modify Definition in Definitions (Section 4):

”Provisioning” involves the exchange of information between Telecommunications Carriers where one executes a request for a set of products and services or Unbundled Network Elements or UNE Combinations from the other with attendant acknowledgments and status reports and the other provides the requested products or services. Provisioning includes implementing the requested service or feature, which may involve functions such as assigning facilities, updating translations in a switch, dispatching technicians and installation.

Maintenance and Repair definition should be similarly modified.

Major Network Outages: The information in the first paragraph of Section 12.4.3.10.1 could possibly be moved to Definitions. The Parties to discuss.

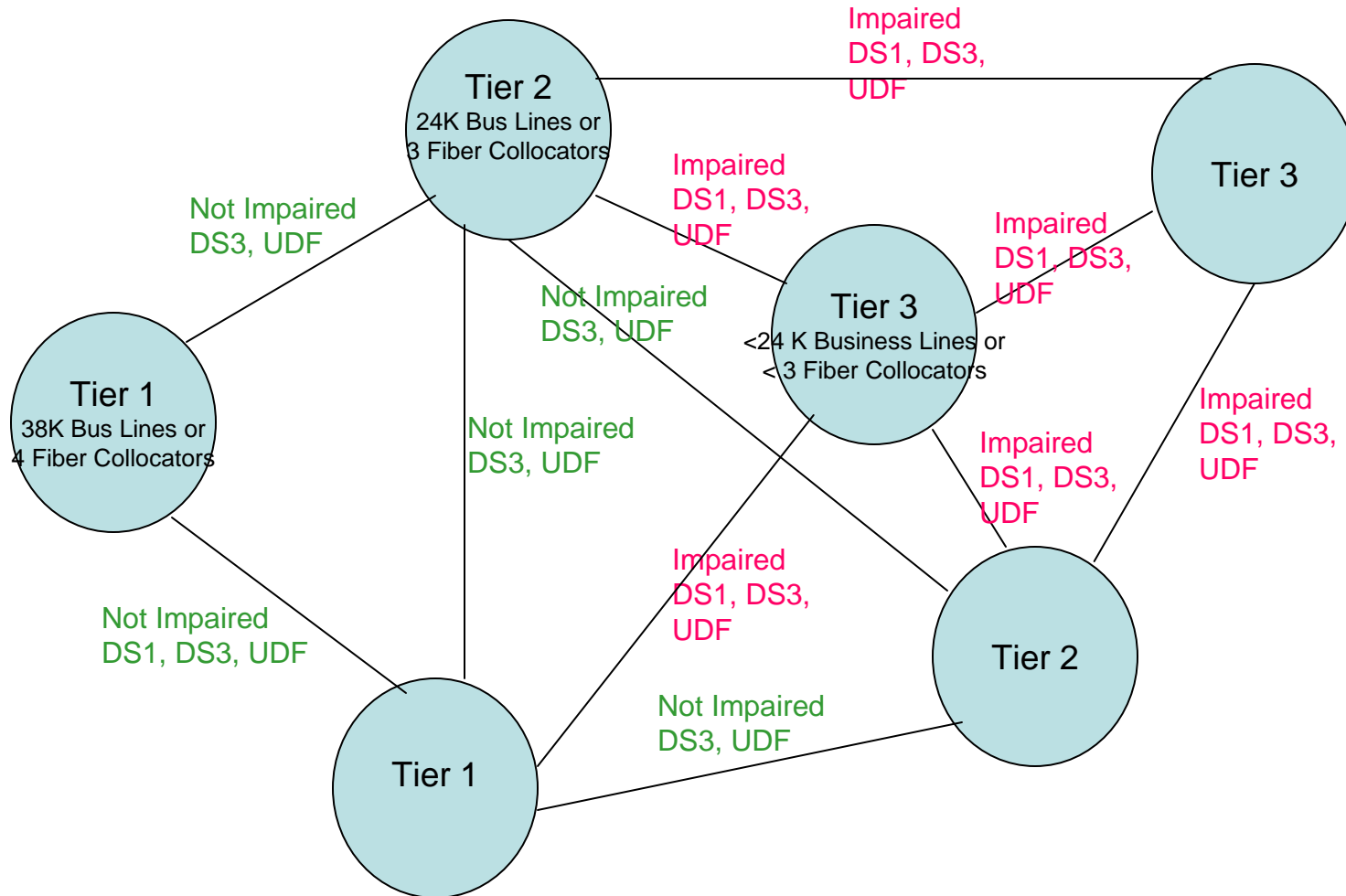
Eschelon proposes deleting Section 6.4 of the Resale Section of the Qwest-AT&T ICA and substituting a cross reference to Section 12. Information previously contained in Section 6.4 is covered by the provisions of this Section 12.

Eschelon proposes deleting Sections 9.2.2.15 and 9.2.4.10 of the Qwest-AT&T ICA and substituting a cross reference to Section 12. Information previously contained in that Section is covered by the provisions of this Section 12.

Eschelon proposes a review of the document before finalization for conforming changes to determine whether additional information in other Sections of the Agreement can be deleted, modified, or replaced with cross references to Section 12 to further consolidate the business processes into Section 12.

The UNE-E Amendment language will need to be added to the ICA. The Parties need to discuss whether the term “UNE-P” as used in the ICA is to include “UNE-E,” and where the term(s) are/will be defined. If “UNE-P” is not defined in the ICA to include “UNE-E,” then references to UNE-E will need to be added to Section 12 where applicable (such as 12.2.4.1.2).

Transport Impairment





WHOLESALE

PRODUCTS & SERVICES

CUSTOMER SERVICE

MANAGE MY ACCOUNT

Commercial Local Exchange | GET | ILECs/ICOs | IXCs | Interconnection | ISPs/ESPs | Resale | TRRO | Wireless | View All

WHOLESALE[CONTACT US](#)**Products & Services****Local Business Procedures**Local Business
Procedures[▶ View More Local Resale
Non-Facility Based
Business Procedures](#)[▶ View More Local
Interconnection Facility
Based Business
Procedures](#)**Account Team / Sales Executives and Service
Managers - V9.0**[History Log](#)**Description**

The Qwest Account Team will be your first point of contact and will assist you in conducting business with Qwest. In order to handle the complexities of your account and the challenges of a highly competitive marketplace, your Qwest Account Team consists of a Sales Team and a Service Team.

As you are getting ready to do business with Qwest, a number of steps must be completed by both you and Qwest. These steps and a checklist are available in [Getting Started for Facility-Based Competitive Local Exchange Carriers \(CLECs\)](#) or [Getting Started for Resellers](#). Activities to obtain a Sales Executive and a Service Manager are detailed in the checklist.

Refer to Qwest's [Customer Contact Information Tool](#) to identify the Qwest Sales Executive and Service Manager assigned to your company. If you do not find your contact information, contact Sales Operations at 206-345-5272 or 206-346-9855 for assistance.

In the event that it is necessary to reassign you to a different Qwest Sales Executive or Service Manager, the former Qwest Sales Executive or Service Manager will be responsible for familiarizing the new Qwest Sales Executive or Service Manager with:

- Your corporate profile and all contact information
- Your sales and/or service objectives
- Your network
- Your Interconnection Agreement and any pending amendments
- Your meeting schedules

They will also:

- Transition all current open issues/sales proposals to the new Qwest Sales Executive and/or Service Manager along with all background information, parties involved, commitments and timelines
- Establish a conference call or meeting with you to introduce you to the new Qwest Sales Executive or Service Manager
- Provide your files to the new Qwest Sales Executive and/or Service Manager including emails and any pertinent document

Your Qwest Sales and Service Team is prepared to assist you with:

- Answering your telecommunications questions pertaining to your Qwest account and ensuring you have access to information, documentation and/or facilitate access to Qwest resources regarding product knowledge and uses, overall questions regarding telecommunication interfaces with Qwest and other billing, ordering or service related issues that may arise
- Providing you Qwest product and sales information via notifications, individual meetings, product and sales documents, such as brochures, sales proposals, Qwest web sites and product training
- Generating sales proposals to address your sales needs for the various Qwest products available
- Planning and developing your network interconnection with Qwest by providing information on Qwest products, assist in facilitating meetings with various Qwest representatives regarding delivery of interconnection products with Qwest
- Handling pricing inquiries, ranging from simple inquiries to tariff rates or more complex pricing for wide-ranging systems, for Qwest products and services you may wish to obtain from Qwest
- Establishing Interconnection Agreements and Amendments, and Product contracts and amendments, and ensuring you are introduced to the appropriate contract negotiations groups to establish your Interconnection Agreement with Qwest. Your Qwest Sales Executive is responsible for monitoring the implementation and progress of your Interconnection Agreement and, once your Interconnection Agreement is established, will facilitate the completion of any additional contracts or amendments to the Interconnection Agreement requested by you. Amendments may be required to purchase/order additional products, not originally available when your original Interconnection Agreement was negotiated
- Assisting you with certain special requests, such as Bona Fide Request (BFR) and Special Request (SR) Processes, for special assembly of products to meet special or specific needs
- Providing for order escalations and expedites assistance as needed
- Responding to complaints regarding any of the above topics. If a service related problem is brought to the Qwest Sales Team, they will contact the Qwest Service Manager to determine the steps already taken and when necessary, will work with the Qwest Service Manager to jointly develop an alternative resolution. Service Managers may become involved with escalations, along with activities that are associated with escalation resolution. See [Expedites and Escalations Overview](#) for additional information.

The Qwest Sales Team consists of the following positions:

- Sales Director: Director of group of Sales Executives who have direct responsibility for managing the sales functions identified above.
 - If your needs are being addressed or issues you believe need to be addressed at a senior management level, the Sales Director is available to assist both the Qwest Sales Executive and you in meeting your needs.
- Sales Executives: Your main point of contact at Qwest for sales functions identified above.
 - You are assigned a Qwest Sales Executive who is responsible for addressing your day to day and emergency needs. Qwest Sales Executives are available by telephone, email, pager and/or cellular telephone.

Your Qwest Service Team is prepared to assist you with:

- Handling order acceptance, delayed orders, and cancelled orders.

Answering your questions surrounding acceptance testing, delivery of an order, investigation and explanation of the reason an order is delayed or cancelled, and to resolve and communicate issues to you in a timely, thorough manner. Responsible for understanding Qwest's service delivery process, your Qwest Service Manager has contacts within other Qwest departments who are responsible for the actual ordering and delivery of products. Through these contacts your Qwest Service Manager negotiates the best resolution, and interval to the problem that is practical for both you and Qwest based on the individual situation.

- Answering questions related to signed Interconnection Agreements. Your Qwest Service Manager will work with the Qwest Sales Executive depending on the specific question or issue involved.
- Handling escalations, delayed order escalations or expedites, assisting you if normal processes do not produce results. For more information refer to the [Expedites and Escalations Overview](#).
- Providing information on major outages. Information regarding major outages can be found in the [Maintenance and Repair Overview](#).
- Handling maintenance and repair escalations if you are dissatisfied with the service you are receiving from Qwest. Refer to Qwest's [Maintenance and Repair Overview](#) to review an outline of the trouble report handling process.
- Handling maintenance and repair post mortems (root cause analysis) when you submit a specific request for a post mortem on an unusual repair event, e.g., event over eight hours. Your Qwest Service Manager will review the logged notes regarding the event and discuss the circumstances surrounding the event with the Qwest Repair Center to determine the cause, the process used to repair/restore service, and the process(es) implemented to prevent a reoccurrence of the event. Working with Qwest's Repair Center/Network Reliability Operations Center, as appropriate, your Qwest Service Manager will conduct the Root Cause Analysis (RCA) and provide you the complete analysis in writing. Investigation and preparation of a typical postmortem takes from 2-10 business days depending on the complexity of the event.
- Obtaining project coordination. Depending upon your request, the Sales Team or the Service Team can assist with obtaining Project Management/Coordination. Qwest's Sales Team will assist in obtaining project management for the installation of services such as new Optical Carrier (OC) systems, e.g., OC48, OC 12, etc. Qwest's Service Team will assist with obtaining project management for a grooming request, e.g., moving existing trunks to your new switch or grooming existing Digital Signal Level 1 (DS1) to new Digital Signal Level 3 (DS3) hubs. Project coordination is assigned on an individual case basis (ICB). Contact your Sales Executive or Service Manager to discuss a Project Management/Coordination assignment.
- Providing testing and performance reporting is based on the various testing available for installation, maintenance and repair. Refer to the [Maintenance and Repair Overview](#) or the [Provisioning and Installation Overview](#) for information regarding testing. Specific testing related questions should be discussed with your Qwest Service Manager. Performance Reporting information can be found in the User Guide on the [CLEC Performance Results Report](#).
- Responding to complaints regarding any of the above topics based on your need and complexity of the reason for the escalation/complaint. Timeframes are not established, as the response interval will vary based on the situation. Escalation information can be found in the [Expedites & Escalations Overview](#).
- Assisting with the Change Management Process (CMP) for Product, Process or Operation Support System (OSS) interface. See [CMP](#) for additional information.
- Responding to your needs in various ways:

- Pager - While the Qwest Service Manager is in the office during normal business hours, you may expect a telephone call in response to your page within 15-30 minutes. When the Qwest Service Manager is out of the office or without quick access to a telephone during normal business hours, you may expect a response within four to eight hours.
- Voicemail - Voice mail greetings will normally advise you the availability of the person you are calling, their pager number and/or back up names and numbers. Once you leave a message, during normal business hours, and the Qwest Service Manager is in the office, you may expect a response from the voice message you left within four hours. During normal business hours, when the Qwest Service Manager is out the office or without quick access to a telephone, you may expect a response within eight hours.
- Written Correspondence (including email) - Your Qwest Service Manager will respond to written correspondence, including email, within one business day to acknowledge receipt of your correspondence and advise you of a specific date by which you will be contacted regarding your correspondence.
- Conference Calls - Scheduled as requested.
- Face to Face Meetings - Scheduled as requested.

NOTE: While Qwest Service Managers will make every attempt to respond within these intervals, the timeframes outlined above are strictly for guideline purposes only.

The Qwest Service Team consists of the following positions:

- Service Director: Director of a group of Service Managers who support service impacting issues identified above.
 - The Service Director will address your needs and/or issues when the Service Manager's efforts are unsuccessful.
- Service Manager: Managers who support service impacting issues identified previously.
 - The Qwest Service Manager will be your contact for the items previously mentioned under "Qwest Service Team". They will also assist with your needs and/or issues when normal processes fail to resolve an escalation to your satisfaction.

Availability

Qwest Sales Executives and Service Managers are available to you in the [Qwest 14-state local service territory](#).

Terms and Conditions

Terms and Conditions are not applicable to Account Team / Sales Executives and Service Managers.

Technical Publications

Technical Publications are not applicable to Account Team / Sales Executives and Service Managers.

Pricing

Pricing is not applicable to Account Team / Sales Executives and Service Managers.

Tariffs, Regulations and Policies

Tariffs, Regulations and Policies are not applicable to Account Team / Sales Executives and Service Managers.

Optional Features

Optional Features are not applicable to Account Team / Sales Executives and Service Managers.

Applications

Applications are not applicable to Account Team / Sales Executives and Service Managers.

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Implementation

Product Prerequisites

If you are a new CLEC and are ready to do business with Qwest, view [Getting Started as a Facility-Based CLEC](#) or [Getting Started as a Reseller](#). If you are an existing CLEC wishing to amend your Interconnection Agreement or New Customer Questionnaire, additional information is located in the [Interconnection Agreement](#).

Pre-Ordering

Pre-Ordering is not applicable to Account Team / Sales Executives and Service Managers.

Ordering

Ordering is not applicable to Account Team / Sales Executives and Service Managers.

Provisioning and Installation

Provisioning and Installation are not applicable to Account Team / Sales Executives and Service Managers.

Maintenance and Repair

Maintenance and Repair are not applicable to Account Team / Sales Executives and Service Managers.

Billing

Billing is not applicable to Account Team / Sales Executives and Service Managers.

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Training

Local Qwest 101 "Doing Business With Qwest"

- This introductory web-based training course is designed to teach the Local CLEC and Local Reseller how to do business with Qwest.

It will provide a general overview of products and services, Qwest billing and support systems, processes for submitting service requests, reports, and web resource access information. [Click here to learn more about this course and to register.](#)

View additional Qwest courses by clicking on [Course Catalog](#).

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Contacts

Qwest contact information is located in [Wholesale Customer Contacts](#).

For questions or issues relating to Sales, contact your Qwest Sales Executive. For questions, on provisioning or repair issues relating to Service, contact your Qwest Service Manager.

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Frequently Asked Questions (FAQs)

1. What are the key responsibilities of your Qwest Account Team to you?

The Qwest Account Team has two key responsibilities:

Sales-to provide a wide range of advanced, affordable product and service solutions that enable you to meet every business challenge-large and small.

Service-provisioning and maintaining your service for maximum performance.

2. In the past I had an Account Management Team for both Sales and Service needs, why has Qwest split their responsibilities?

Fulfilling each of these responsibilities requires specialized knowledge and training. We believe we can do a better job of helping you face today's complexities and challenges by refocusing our resources. This new structure streamlines our ability to better respond to your requests.

3. How does Qwest differentiate responsibilities between sales and service?

Your Sales Team will be able to focus exclusively on understanding your sales needs and recommending appropriate and creative solutions. Your Service Team will be a single source of support for all issues regarding ordering, provisioning, maintenance, and repair.

4. Who can provide information about the progress of my Interconnection Agreement?

Your Qwest Sales Executive is responsible for monitoring the implementation and progress of Interconnection Agreements and amendments.

5. Do I need an amendment to order (product name)?

Your Qwest Service Manager can verify if an amendment exists within your Interconnection Agreement to order the product.

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**Negotiation's Template Exhibit A
Oregon**

Qwest/7
Albersheim

Select the appropriate type of contract below. For cost docket changes, leave blank:				EAS / Local Traffic Reciprocal Compensation Election			Options			Notes		
				Select Traffic Type								
				Recurring			Recurring Per Mile			Non-Recurring		
				Wholesale Discount Percentage Recurring Charges			Wholesale Discount Percentage Nonrecurring Charges			REC		
				Wholesale Discount Percentage Recurring Charges			Wholesale Discount Percentage Nonrecurring Charges			REC per Mile		
				Wholesale Discount Percentage Recurring Charges			Wholesale Discount Percentage Nonrecurring Charges			NRC		
6.0	Resale											
6.1	Wholesale Discount Rates											
	6.1.1	Basic Exchange Residential Line Service				17.00%			17.00%		B, 6	B, 6
	6.1.2	Basic Exchange Business Line Service / PBX				17.00%			17.00%		B, 6	B, 6
	6.1.3	IntraLATA Toll				17.00%			17.00%		B, 6	B, 6
	6.1.4	Package / Special Services (e.g., Centrex, ISDN, DSS, Frame Relay Services, ACS)				17.00%			17.00%		B, 6	B, 6
	6.1.5	Listings, CO Features & Information Services				17.00%			17.00%		B, 6	B, 6
	6.1.6	Private Line				17.00%			17.00%		B, 6	B, 6
	6.1.7	Public Access Line (PAL) Service				17.00%			17.00%		B, 6	B, 6
6.2	Customer Transfer Charge (CTC)											
	6.2.1	CTC for POTS Service										
		6.2.1.1	Residential / Business									
			6.2.1.1.1	First Line								
				6.2.1.1.1.1	Installation, Manual				\$17.09			12
				6.2.1.1.1.2	Intentionally Left Blank							
				6.2.1.1.1.3	Installation, Mechanized				\$0.71			12
			6.2.1.1.2	Each Additional								
				6.2.1.1.2.1	Installation, Manual				\$2.85			12
				6.2.1.1.2.2	Intentionally Left Blank							
				6.2.1.1.2.3	Installation, Mechanized				\$0.14			12
	6.2.2	CTC for Private Line Transport Services										
		6.2.2.1	First Circuit						\$35.33			12
		6.2.2.2	Additional Circuit, per Circuit, same CSR						\$35.33			12
	6.2.3	CTC for Advanced Communications Services, per Circuit							\$54.12			12
7.0	Interconnection											
7.1	Entrance Facilities											
	7.1.1	Intentionally Left Blank										
	7.1.2	DS1				\$87.37			\$354.56		A	#
	7.1.3	DS3				\$363.42			\$361.10		A	#
7.2	LIS EICT											
	7.2.1	Per DS1				\$0.00			\$0.00		5	5
	7.2.2	Per DS3				\$0.00			\$0.00		5	5
7.3	Direct Trunked Transport											
	7.3.1	DS0 (Recurring Fixed & per Mile)										
		7.3.1.1	0 Miles			\$0.00	\$0.00				E	E
		7.3.1.2	Over 0 to 8 Miles			\$19.74	\$0.09				E	E
		7.3.1.3	Over 8 to 25 Miles			\$19.74	\$0.08				E	E
		7.3.1.4	Over 25 to 50 Miles			\$19.74	\$0.11				E	E
		7.3.1.5	Over 50 Miles			\$19.74	\$0.08				E	E
	7.3.2	DS1 (Recurring Fixed & per Mile)										
		7.3.2.1	0 Miles			\$0.00	\$0.00				E	E
		7.3.2.2	Over 0 to 8 Miles			\$37.94	\$0.49				E	E
		7.3.2.3	Over 8 to 25 Miles			\$37.94	\$0.85				E	E
		7.3.2.4	Over 25 to 50 Miles			\$37.94	\$1.16				E	E
		7.3.2.5	Over 50 Miles			\$37.94	\$1.17				E	E
	7.3.3	DS3 (Recurring Fixed & per Mile)										
		7.3.3.1	0 Miles			\$0.00	\$0.00				E	E
		7.3.3.2	Over 0 to 8 Miles			\$253.13	\$9.95				E	E
		7.3.3.3	Over 8 to 25 Miles			\$253.13	\$10.19				E	E
		7.3.3.4	Over 25 to 50 Miles			\$253.13	\$14.27				E	E
		7.3.3.5	Over 50 Miles			\$253.13	\$21.11				E	E
7.4	Multiplexing											
	7.4.1	DS1 to DS0				\$212.76					E	
		7.4.1.1	DS1 to DS0 Manual						\$165.28			F, 13
		7.4.1.2	DS1 to DS0 Mechanized						\$97.28			F
	7.4.2	DS3 to DS1				\$203.54					E	
		7.4.2.1	DS3 to DS1 Manual						\$161.56			F, 13
		7.4.2.2	DS3 to DS1 Mechanized						\$93.97			F
7.5	Trunk Nonrecurring Charges											

**Negotiation's Template Exhibit A
Oregon**

Qwest/7
Albersheim

				Recurring	Recurring Per Mile	Non-Recurring	REC	REC per Mile	NRC
7.5.1	DS0 Interface								
7.5.1.1	First Trunk								
	7.5.1.1.1	Manual				\$364.19			F, 13
	7.5.1.1.2	Mechanized				\$313.49			F
7.5.1.2	Each Additional Trunk								
	7.5.1.2.1	Manual				\$44.96			F, 13
	7.5.1.2.2	Mechanized				\$44.96			F
7.5.2	DS1 Interface								
7.5.2.1	First Trunk								
	7.5.2.1.1	Manual				\$338.80			F, 13
	7.5.2.1.2	Mechanized				\$288.11			F
7.5.2.2	Each Additional Trunk								
	7.5.2.2.1	Manual				\$23.55			F, 13
	7.5.2.2.2	Mechanized				\$23.55			F
7.5.3	DS3 Interface								
7.5.3.1	First Trunk								
	7.5.3.1.1	Manual				\$337.87			F, 13
	7.5.3.1.2	Mechanized				\$287.24			F
7.5.3.2	Each Additional Trunk								
	7.5.3.2.1	Manual				\$23.11			F, 13
	7.5.3.2.2	Mechanized				\$23.11			F
7.6	Exchange Service (EAS / Local) Traffic								
7.6.1	End Office Call Termination, per Minute of Use			\$0.0013301			A		
7.6.2	Tandem Switched Transport, per Minute of Use			\$0.00069			#		
7.6.3	Tandem Transmission, per Minute of Use (Recurring Fixed & per Mile)								
	7.6.3.1	Over 0 to 8 Miles		\$0.000372	\$0.000005		A	A	
	7.6.3.2	Over 8 to 25 Miles		\$0.000372	\$0.000007		A	A	
	7.6.3.3	Over 25 to 50 Miles		\$0.000372	\$0.000008		A	A	
	7.6.3.4	Over 50 Miles		\$0.000372	\$0.000012		A	A	
7.7	Local Traffic - FCC - ISP Rate Caps								
7.7.1	Minute Of Use as of June 14, 2003, rate in effect until further FCC action			\$0.0007			4		
7.8	Miscellaneous Charges								
7.8.1	Expedite Charge (LIS Trunks)						ICB		3
7.8.2	Cancellation Charge (LIS Trunks)						Qwest's Oregon Access Service Tariff		
7.8.3	Additional Testing (LIS Trunks)						Qwest's Oregon Access Service Tariff		
7.9	Transit Traffic								
7.9.1	Local Transit, per Minute of Use			\$0.0045			2, 10		
7.9.2	IntraLATA Toll Transit, per Minute of Use			\$0.0045			2, 10		
7.9.3	Intentionally Left Blank								
7.9.4	Category 11 Mechanized Record Charge, per Record								
	7.9.4.1	Mechanized Transit Records		\$0.0025			2, 10		
	7.9.4.2	Mechanized Access Records		\$0.0025			2, 10		
7.10	Intentionally Left Blank								
7.11	IntraLATA Toll Traffic			Qwest's Oregon Access Service Tariff	Qwest's Oregon Access Service Tariff				
8.0	Collocation								
8.1	All Collocation								
8.1.1	Planning and Engineering								
	8.1.1.1	Intentionally Left Blank							
	8.1.1.2	Cable Augment Quote Preparation Fee				\$1,608.58			1
8.1.2	Entrance Facility								
	8.1.2.1	Virtual Standard, per Fiber Pair							
	8.1.2.1.1	Manhole, per Month, per Manhole		\$27.61			G		
	8.1.2.1.2	Handhold, per Month, per Handhold		\$15.22			G		
	8.1.2.1.3	Conduit / Innerduct, Entrance Enclosures to the Company Cable Vault,		\$0.42			G		
	8.1.2.1.4	Core Drill, per Occurrence				\$363.13			G

**Negotiation's Template Exhibit A
Oregon**

Qwest/7
Albersheim

					Recurring	Recurring Per Mile	Non-Recurring	REC	REC per Mile	NRC
			8.1.2.1.5	Riser, Vault to Equipment, per Foot	\$0.47			G		
			8.1.2.1.6	Fiber Optic Cable, per 24, per Foot	\$0.05			G		
			8.1.2.1.7	Fiber Placement in Conduit and Riser, per Foot			\$1.66			G
			8.1.2.1.8	Copper 25 Pair, per Foot	\$0.01			G		
			8.1.2.1.9	Copper Placement Conduit and Riser, per Foot			\$1.66			G
			8.1.2.1.10	Coax Placement, per Foot	\$0.20			G		
		8.1.2.2	Cageless & Caged Standard Shared, per Fiber		\$5.92		\$613.33	1		1
		8.1.2.3	Cross Connect, per Fiber		\$6.09		\$723.26	1		1
		8.1.2.4	Express, per Cable		\$96.38		\$9,415.02	1		1
		8.1.3	Cable Splicing							
		8.1.3.1	Fiber, per Set-Up				\$153.50			1
		8.1.3.2	Per Fiber Spliced				\$14.94			1
		8.1.3.3	Per Splice, Copper				\$91.27			G
		8.1.3.4	Copper, per Set-Up				\$14.94			1
		8.1.4	Power							
		8.1.4.1	Power Plant							
		8.1.4.1.1	Less Than 60 Amps, per Amp Ordered		\$11.95			1		
		8.1.4.1.2	Equal To or Greater Than 60 Amps, per Amp Ordered		\$9.31			1		
		8.1.4.2	Power Usage							
		8.1.4.2.1	Less Than or Equal To 60 Amps, per Amp Ordered		\$2.16			1		
		8.1.4.2.2	Greater Than 60 Amps, per Amp Ordered or Used		\$4.33			1		
		8.1.5	AC Power Feed							
		8.1.5.1	AC Power Feed, per Amp, per Month							
		8.1.5.1.1	120 V		\$19.98			1		
		8.1.5.1.2	208 V, Single Phase		\$34.63			1		
		8.1.5.1.3	208 V, Three Phase		\$59.92			1		
		8.1.5.1.4	240 V, Single Phase		\$39.96			1		
		8.1.5.1.5	240 V, Three Phase		\$69.13			1		
		8.1.5.1.6	480 V, Three Phase		\$138.27			1		
		8.1.5.2	AC Power Feed, per Foot, per Month							
		8.1.5.2.1	20 Amp, Single Phase		\$0.0124		\$8.20	1		1
		8.1.5.2.2	20 Amp, Three Phase		\$0.0153		\$10.17	1		1
		8.1.5.2.3	30 Amp, Single Phase		\$0.0133		\$8.85	1		1
		8.1.5.2.4	30 Amp, Three Phase		\$0.0183		\$12.15	1		1
		8.1.5.2.5	40 Amp, Single Phase		\$0.0157		\$10.40	1		1
		8.1.5.2.6	40 Amp, Three Phase		\$0.0216		\$14.32	1		1
		8.1.5.2.7	50 Amp, Single Phase		\$0.0186		\$12.34	1		1
		8.1.5.2.8	50 Amp, Three Phase		\$0.0260		\$17.23	1		1
		8.1.5.2.9	60 Amp, Single Phase		\$0.0210		\$13.96	1		1
		8.1.5.2.10	60 Amp, Three Phase		\$0.0299		\$19.83	1		1
		8.1.5.2.11	100 Amp, Single Phase		\$0.0260		\$17.28	1		1
		8.1.5.2.12	100 Amp, Three Phase		\$0.0407		\$26.98	1		1
		8.1.6	Inspector Labor, per Half Hour							
		8.1.6.1	Regular Hours Rate				\$22.00			G
		8.1.6.2	After Hours Rate, minimum 3 Hours				\$35.74			1
		8.1.7	Intentionally Left Blank							
		8.1.8	Collocation Terminations							
		8.1.8.1	Shared Access							
		8.1.8.1.1	DS0							
		8.1.8.1.1.1	Cable Placement, per 100 Pair Block		\$0.37		\$230.24	1		1
		8.1.8.1.1.2	Cable Placement, per Termination		\$0.02		\$9.21	1		1
		8.1.8.1.1.3	Cable, per 100 Pair Block		\$0.52		\$321.83	1		1
		8.1.8.1.1.4	Cable, per Termination		\$0.01		\$6.44	1		1
		8.1.8.1.1.5	Blocks, per 100 Pair Block		\$0.91		\$561.07	1		1
		8.1.8.1.1.6	Blocks, per Termination		\$0.02		\$11.22	1		1
		8.1.8.1.1.7	Block Placement, per 100 Pair Block		\$0.39		\$242.31	1		1
		8.1.8.1.1.8	Block Placement, per Termination		\$0.01		\$4.85	1		1
		8.1.8.1.2	DS1							
		8.1.8.1.2.1	Cable Placement, per 28 DS1s		\$0.60		\$399.70	1		1
		8.1.8.1.2.2	Cable Placement, per Termination		\$0.06		\$42.98	1		1
		8.1.8.1.2.3	Cable, per 28 DS1s		\$0.56		\$371.50	1		1
		8.1.8.1.2.4	Cable, per Termination		\$0.06		\$39.95	1		1
		8.1.8.1.2.5	Panel, per 28 DS1s		\$0.39		\$256.52	1		1
		8.1.8.1.2.6	Panel, per Termination		\$0.05		\$30.97	1		1
		8.1.8.1.2.7	Panel Placement, per 28 DS1s		\$0.12		\$82.31	1		1
		8.1.8.1.2.8	Panel Placement, per Termination		\$0.01		\$8.85	1		1
		8.1.8.1.3	DS3							
		8.1.8.1.3.1	Cable Placement, per Termination		\$0.22		\$147.89	1		1
		8.1.8.1.3.2	Cable, per Termination		\$0.36		\$239.90	1		1
		8.1.8.1.3.3	Connector, per Termination		\$0.37		\$245.44	1		1
		8.1.8.1.3.4	Connector Placement, per Termination		\$0.03		\$19.88	1		1
		8.1.8.1.4	Fiber							
		8.1.8.1.4.1	Terminations, per 12 Fibers		\$15.01		\$1,670.87	1		1

**Negotiation's Template Exhibit A
Oregon**

Qwest/7
Albersheim

						Recurring	Recurring Per Mile	Non-Recurring	REC	REC per Mile	NRC
				8.1.8.1.4.2	Additional Connector, if Applicable	\$0.68		\$454.34	1		1
				8.1.8.1.4.3	Cable Racking, Shared, per 12 Fibers	\$23.49			1		
				8.1.8.1.4.4	Cable Racking, Dedicated	\$2.38		\$1,582.66	1		1
	8.1.9	Security Charges									
		8.1.9.1	Access Card, per Employee			\$0.83			1		
		8.1.9.2	Card Access, per Employee, per Central Office			\$8.40			1		
	8.1.10	Composite Clock / Central Office Synchronization									
		8.1.10.1	Synchronization - Composite Clock, per Port			\$8.10			1		
	8.1.11	Intentionally Left Blank									
	8.1.12	Space Availability Report Charge						\$383.94			1
	8.1.13	Collocation Space Reservation Fee						25% of Nonrecurring Fee			
	8.1.14	Collocation Space Option Administration Fee						\$1,308.22			1
	8.1.15	Collocation Space Option Fee				\$2.00			1		
	8.1.16	Joint Inventory Visit Fee, per Visit						\$1,869.49			1
	8.1.17	Intentionally Left Blank									
	8.1.18	Intentionally Left Blank									
	8.1.19	Intentionally Left Blank									
	8.1.20	Splitter Collocation									
		8.1.20.1	Tie Cable Reclassification					ICB			3
		8.1.20.2	Splitter Shelf Charge			\$4.27		\$545.06	1		1
		8.1.20.3	Engineering					\$1,492.47			1
		8.1.20.4	Splitter TIE Cable Connections								
			8.1.20.4.1	Splitter in the Common Area - Data to 410 Block		\$4.47		\$2,967.93	1		1
			8.1.20.4.2	Splitter in the Common Area - Data Direct to CLEC		\$4.74		\$3,146.62	1		1
			8.1.20.4.3	Splitter on the IDF - Data to 410 Block		\$1.39		\$921.50	1		1
			8.1.20.4.4	Splitter on the IDF - Data Direct to CLEC		\$2.70		\$1,791.83	1		1
			8.1.20.4.5	Splitter on the MDF - Data to 410 Block		\$1.43		\$951.29	1		1
			8.1.20.4.6	Splitter on the MDF - Data Direct to CLEC		\$3.20		\$2,121.78	1		1
		8.1.20.5	Splitter Charge					ICB			3
	8.2	Virtual Collocation									
		8.2.1	Planning and Engineering								
			8.2.1.1	Quote Preparation Fee				\$4,951.46			1
		8.2.2	Maintenance Labor, per Half Hour								
			8.2.2.1	Regular Hours Rate				\$20.48			G
			8.2.2.2	After Hours Rate				\$43.81			1
		8.2.3	Training Labor, per Half Hour								
			8.2.3.1	Regular Hours Rate				\$23.98			G
		8.2.4	Bay Space								
			8.2.4.1	Equipment Bay, per Shelf		\$5.61			G		
			8.2.4.2	Virtual Space Construction							
				8.2.4.2.1	Initial Bay	\$24.74		\$16,418.31	1		1
				8.2.4.2.2	Each Additional Bay	\$4.64		\$3,081.02	1		1
			8.2.4.3	Virtual Cable Racking, per Shelf		\$0.63		\$415.75	1		1
		8.2.5	Engineering Labor, per Half Hour								
			8.2.5.1	Regular Hours Rate				\$25.79			G
			8.2.5.2	After Hours Rate				\$48.90			1
		8.2.6	Installation Labor, per Half Hour								
			8.2.6.1	Regular Hours Rate				\$20.48			G
			8.2.6.2	After Hours Rate				\$46.43			1
		8.2.7	Rent								
			8.2.7.1	Floor Space Rent, per Square Foot		\$3.07			1		
		8.2.8	Intentionally Left Blank								
		8.2.9	Power Plant								
			8.2.9.1	-48 Volt DC Power Cables, per Foot, per A and B Feed							
				8.2.9.1.1	20 Amp Power Feed	\$0.28		\$50.00	G		G
				8.2.9.1.2	40 Amp Power Feed	\$0.38		\$68.81	G		G

**Negotiation's Template Exhibit A
Oregon**

Qwest/7
Albersheim

					Recurring	Recurring Per Mile	Non-Recurring	REC	REC per Mile	NRC
		8.2.9.1.3	60 Amp Power Feed		\$0.48		\$86.42	G		G
		8.2.9.2	-48 Volt DC Power Cables, per Feed							
		8.2.9.2.1	30 Amp Power Feed		\$7.42		\$4,924.30	1		1
		8.2.9.2.2	100 Amp Power Feed		\$26.77		\$17,765.33	1		1
		8.2.9.2.3	200 Amp Power Feed		\$49.38		\$33,069.98	1		1
		8.2.9.2.4	300 Amp Power Feed		\$78.36		\$52,000.64	1		1
		8.2.9.2.5	400 Amp Power Feed		\$111.26		\$73,834.01	1		1
		8.2.9.3	-48 Volt DC Power Usage, per Ampere, per Month		\$7.52			G		
		8.2.10	Backup AC Power Feed							
		8.2.10.1	AC Power Feed, per Watt, per Month		\$0.06			G		
		8.3	Cageless Physical Collocation							
		8.3.1	Planning and Engineering							
		8.3.1.1	Quote Preparation Fee				\$4,956.18			1 7
		8.3.2	Space Construction and Site Preparation							
		8.3.2.1	Site Preparation Fee		ICB		ICB	3		3
		8.3.2.2	Space Construction for 1 Bay		\$29.38		\$19,499.33	1		1
		8.3.2.3	Intentionally Left Blank							
		8.3.2.4	Intentionally Left Blank							
		8.3.2.5	Space Construction Adjustment							
		8.3.2.5.1	Adjustment for Each Additional Bay		\$4.64		\$3,081.02	1		1
		8.3.2.5.2	Adjustment to use a Single Bay (2 Bays are included in Space)		(\$4.64)		(\$3,081.02)	1		1
		8.3.2.6	Intentionally Left Blank							
		8.3.2.7	-48 Volt DC Power Cables, per Feed							
		8.3.2.7.1	20 Amp Power Feed		\$6.52		\$4,324.98	1		1
		8.3.2.7.2	30 Amp Power Feed		\$7.42		\$4,924.30	1		1
		8.3.2.7.3	40 Amp Power Feed		\$8.96		\$5,947.37	1		1
		8.3.2.7.4	60 Amp Power Feed		\$15.87		\$10,533.02	1		1
		8.3.2.7.5	100 Amp Power Feed		\$26.77		\$17,765.33	1		1
		8.3.2.7.6	200 Amp Power Feed		\$49.83		\$33,069.98	1		1
		8.3.2.7.7	300 Amp Power Feed		\$78.36		\$52,000.64	1		1
		8.3.2.7.8	400 Amp Power Feed		\$111.26		\$73,834.01	1		1
		8.3.3	Rent							
		8.3.3.1	Floor Space Lease, per Square Foot		\$3.07			1		
		8.3.4	Intentionally Left Blank							
		8.3.5	Humidification, per Leased Physical Space		\$56.45			G		
		8.4	Caged Physical Collocation							
		8.4.1	Planning and Engineering							
		8.4.1.1	Quote Preparation Fee				\$5,403.92			1 7
		8.4.2	Space Construction and Site Preparation							
		8.4.2.1	Site Preparation		ICB		ICB	3		3
		8.4.2.2	Intentionally Left Blank							
		8.4.2.3	Intentionally Left Blank							
		8.4.2.4	Space Construction							
		8.4.2.4.1	Cage: Up to 100 Sq. Ft.		\$56.55		\$37,529.85	1		1
		8.4.2.4.2	Cage: 101 to 200 Sq. Ft.		\$59.57		\$39,533.05	1		1
		8.4.2.4.3	Cage: 201 to 300 Sq. Ft.		\$61.92		\$41,090.78	1		1
		8.4.2.4.4	Cage: 301 to 400 Sq. Ft.		\$64.86		\$43,042.90	1		1
		8.4.2.5	Intentionally Left Blank							
		8.4.2.6	Intentionally Left Blank							
		8.4.2.7	-48 Volt DC Power Cables, per Feed							
		8.4.2.7.1	20 Amp Power Feed		\$8.10		\$5,377.02	1		1
		8.4.2.7.2	30 Amp Power Feed		\$8.92		\$5,922.65	1		1
		8.4.2.7.3	40 Amp Power Feed		\$10.67		\$7,082.03	1		1
		8.4.2.7.4	60 Amp Power Feed		\$17.62		\$11,690.67	1		1
		8.4.2.7.5	100 Amp Power Feed		\$28.67		\$19,025.01	1		1
		8.4.2.7.6	200 Amp Power Feed		\$53.37		\$35,414.85	1		1
		8.4.2.7.7	300 Amp Power Feed		\$83.91		\$55,687.81	1		1
		8.4.2.7.8	400 Amp Power Feed		\$119.15		\$79,069.31	1		1
		8.4.3	Fencing Credit							
		8.4.3.1	Cage: Up to 100 Sq. Ft.		(\$8.49)		(\$5,632.23)	1		1
		8.4.3.2	Cage: 101 to 200 Sq. Ft.		(\$10.58)		(\$7,022.55)	1		1
		8.4.3.3	Cage: 201 to 300 Sq. Ft.		(\$11.89)		(\$7,887.96)	1		1
		8.4.3.4	Cage: 301 to 400 Sq. Ft.		(\$13.13)		(\$8,710.80)	1		1
		8.4.4	Rent							
		8.4.4.1	Floor Space Lease, per Square Foot		\$3.07			1		
		8.4.5	Intentionally Left Blank							
		8.4.6	Humidification, per Leased Physical Space		\$56.45			G		

**Negotiation's Template Exhibit A
Oregon**

Qwest/7
Albersheim

				Recurring	Recurring Per Mile	Non-Recurring	REC	REC per Mile	NRC
8.4.7	Intentionally Left Blank								
8.4.8	Grounding								
8.4.8.1	2 / 0 AWG, per Foot			\$0.0139		\$9.26	1		1
8.4.8.2	1 / 0 AWG, per Foot			\$0.0246		\$16.30	1		1
8.4.8.3	4 / 0 AWG, per Foot			\$0.0289		\$19.17	1		1
8.4.8.4	350 kcmil, per Foot			\$0.0373		\$24.75	1		1
8.4.8.5	500 kcmil, per Foot			\$0.0432		\$28.64	1		1
8.4.8.6	750 kcmil, per Foot			\$0.0658		\$43.67	1		1
8.5	Adjacent Collocation and Adjacent Remote Collocation					ICB			3
8.6	Remote Collocation								
8.6.1	Physical & Virtual Remote Collocation								
8.6.1.1	Space, per Standard Mounting Unit			\$0.59		\$761.80	1		1
8.6.1.2	FDI Terminations, per 25 Pair			\$0.52		\$728.37	1		1
8.6.1.3	Power Usage (see rate in 8.1.4.2)								
	8.6.1.3.1	Less Than or Equal To 60 Amps, per Amp Ordered		\$2.16			15		
	8.6.1.3.2	Greater Than 60 Amps, per Amp Ordered or Used		\$4.33			15		
8.6.2	Intentionally Left Blank								
8.6.3	Additional Virtual Remote Terminal Features								
8.6.3.1	Flat Charge, per Job					\$41.99			1
8.6.3.2	Engineering, per Half Hour					\$34.70			1
8.6.3.3	Maintenance, per Half Hour					\$34.73			1
8.6.3.4	Installation, per Half Hour					\$34.73			1
8.6.3.5	Training, per Half Hour					\$34.73			1
8.7	CLEC-to-CLEC								
8.7.1	Design Engineering & Installation, Mechanized - No Cables								
8.7.1.1	Fiber Flat Charge					\$1,362.00			1
8.7.1.2	Flat Charge					\$717.46			1
8.7.2	Cable Racking, per Request								
8.7.2.1	DS0			\$44.60			1		
8.7.2.2	DS1			\$185.34			1		
8.7.2.3	DS3			\$29.12			1		
8.7.2.4	Fiber			\$113.66			1		
8.7.3	Virtual Connections (if Applicable - Connections Only; No Cables)								
8.7.3.1	DS0, per 100 Connections					\$214.54			1
8.7.3.2	DS1, per 28 Connections					\$101.03			1
8.7.3.3	DS3, per 1 Connection					\$6.51			1
8.7.3.4	Fiber Connections, per Fiber Spliced					\$14.94			1
8.7.4	Cable Hole, if Applicable					\$485.15			1
8.7.5	CLEC-to-CLEC Cross-Connection					\$168.37			1
8.8	Interconnection Distribution Frame (ICDF) Collocation								
8.8.1	Quote Preparation Fee					\$1,608.58			1
8.8.2	DS0 Circuit, per 200 Legs			\$20.29		\$2,204.17	1		1
8.8.3	DS1 Circuit, per Two Legs			\$1.01		\$71.26	1		1
8.8.4	DS3 Circuit, per Two Legs			\$10.13		\$1,225.77	1		1
8.8.5	Fiber Circuit, per Two Legs			\$2.65		\$245.70	1		1
8.9	Collocation Cancellation								
8.9.1	Additional Labor Other, per Half Hour or fraction thereof (see rates in 9.20)								
8.9.1.1	Additional Labor - Basic					\$30.68			15
8.9.1.2	Additional Labor - Overtime					\$40.84			15
8.9.1.3	Additional Labor - Premium					\$51.01			15
8.9.2	Additional Dispatch, per Order					\$128.56			15
8.10	Microwave Entrance Facility				ICB	ICB	3		3
8.11	Intentionally Left Blank								
8.12	Facility Connected (FC) Collocation								
8.12.1	Intentionally Left Blank								
8.12.2	Engineering Fee, per Job					\$1,608.58			1
8.12.3	Copper Entrance Facility, per 100 Pair				\$18.79	\$4,617.25	1		1
8.12.4	Fiber Entrance Facility, per Cable, minimum 12 Strands				\$114.44	\$8,080.53	1		1
8.12.5	Termination Block with Gas Protectors, per 100 Pairs				\$4.14	\$850.72	1		1
8.12.6	Termination Panel, per 12 Strands				\$12.88	\$256.84	1		1
8.12.7	DS1 Voltage Isolation, per DS1				\$1.25	\$149.63	1		1

**Negotiation's Template Exhibit A
Oregon**

Qwest/7
Albersheim

				Recurring	Recurring Per Mile	Non-Recurring	REC	REC per Mile	NRC
8.13	DC Power Reduction and Restoration								
	8.13.1	Power Reduction							
		8.13.1.1	Quote Preparation Fee, per Office			\$811.18			1
		8.13.1.2	Power Reduction, with or without Reservation, per Feed Set						
			8.13.1.2.1 Less Than 60 Amps			\$624.52			1
			8.13.1.2.2 Equal To 60 Amps			\$898.00			1
			8.13.1.2.3 Greater Than 60 Amps			\$1,140.52			1
		8.13.1.3	Power Off, per Feed Set, per Secondary Feed			\$802.04			1
		8.13.1.4	Power Maintenance Charge (Reservation Charge), per Fuse Set	\$57.32			1		
		8.13.1.5	Location Change from Power Board to BDFB				ICB		3
	8.13.2	Power Restoration							
		8.13.2.1	Quote Preparation Fee, per Office			\$811.18			1
		8.13.2.2	Power Restoration, applies to Primary & Secondary Feed						
			8.13.2.2.1 Power Restoration with Reservation						
			8.13.2.2.1.1 Less Than 60 Amps			\$624.52			1
			8.13.2.2.1.2 Equal To 60 Amps			\$898.00			1
			8.13.2.2.1.3 Greater Than 60 Amps			\$1,140.52			1
			8.13.2.2.2 Power Restoration without Reservation				ICB		1
		8.13.2.3	Location Change from Power Board to BDFB				ICB		3
8.14	Collocation Transfer of Responsibility								
	8.14.1	Intentionally Left Blank							
	8.14.2	Assessment Fee, per Request				\$1,195.12			1
	8.14.3	Network System Administration Fee, per Request				\$1,813.26			1
	8.14.4	Transfer of Responsibility applies to Wireline & Wireless Local Interconnection Trunks, UDIT, Unbundled Dark Fiber, per Circuit				\$36.81			1
	8.14.5	Transfer of Responsibility applies to Unbundled Loop, Subloop, Loop Splitting, Loop Mux Combo, EEL, per Circuit				\$36.81			1
8.15	Collocation Available Inventory								
	8.15.1	Standard Sites							
		8.15.1.1	Removal of Terminations						
			8.15.1.1.1 DS0, per 100 Terminations				ICB		3
			8.15.1.1.2 DS1, per Termination				ICB		3
			8.15.1.1.3 DS3, per Termination				ICB		3
			8.15.1.1.4 OCN, per 12 Fibers				ICB		3
	8.15.2	Special Sites							
		8.15.2.1	Special Site Assessment Fee			\$1,195.12			1
		8.15.2.2	Network Systems Assessment Fee			\$1,819.26			1
		8.15.2.3	Site Survey Fee			\$169.97			1
	8.15.3	Re-usable Elements					ICB		3
	8.15.4	Quote Preparation Fee (QPF)							
		8.15.4.1	Cageless (see rate in 8.3.1.1)			\$4,956.18			14
		8.15.4.2	Caged (see rate in 8.4.1.1)			\$5,403.92			14
8.16	Collocation Decommissioning (see rates in 9.20)								
	8.16.1	Additional Labor Other - Basic				\$30.68			15
	8.16.2	Additional Labor Other - Overtime				\$40.84			15
	8.16.3	Additional Labor Other - Premium				\$51.01			15
	8.16.4	Additional Dispatch, per Order				\$128.56			15
8.17	Joint Testing								
	8.17.1	Set-Up Fee (see rate in 8.2.2.1 with a one hour minimum)				\$40.96			15
	8.17.2	Test Time Fee, per Half Hour (see rate in 8.2.2.1)				\$20.48			15
9.0	Unbundled Network Elements (UNEs)								
9.1	Interconnection Tie Pairs (ITP) - Per Each Termination								
	9.1.1	DS0		\$0.92			E		
		9.1.1.1	Manual			\$5.45			F, 13
		9.1.1.2	Mechanized			\$5.45			F
	9.1.2	DS1		\$6.05			E		
		9.1.2.1	Manual			\$5.45			F, 13
		9.1.2.2	Mechanized			\$5.45			F
	9.1.3	DS3		\$36.35			E		
		9.1.3.1	Manual			\$5.45			F, 13
		9.1.3.2	Mechanized			\$5.45			F
9.2	Unbundled Loops								
	9.2.1	Analog Loops					See 9.2.4		
		9.2.1.1	2-Wire Voice Grade Loop						
			9.2.1.1.1 Zone 1	\$13.95			D		
			9.2.1.1.2 Zone 2	\$25.20			D		

**Negotiation's Template Exhibit A
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Qwest/7
Albersheim

					Recurring	Recurring Per Mile	Non-Recurring	REC	REC per Mile	NRC
			9.2.1.1.3	Zone 3	\$56.21			D		
		9.2.1.2	Intentionally Left Blank							
		9.2.1.3	4-Wire Voice Grade Loop							
			9.2.1.3.1	Zone 1	\$27.90			D		
			9.2.1.3.2	Zone 2	\$50.40			D		
			9.2.1.3.3	Zone 3	\$112.42			D		
	9.2.2	Nonloaded Loops					See 9.2.4			
		9.2.2.1	2-Wire Nonloaded Loop							
			9.2.2.1.1	Zone 1	\$13.95			D		
			9.2.2.1.2	Zone 2	\$25.20			D		
			9.2.2.1.3	Zone 3	\$56.21			D		
		9.2.2.2	Intentionally Left Blank							
		9.2.2.3	4-Wire Nonloaded Loop							
			9.2.2.3.1	Zone 1	\$27.90			D		
			9.2.2.3.2	Zone 2	\$50.40			D		
			9.2.2.3.3	Zone 3	\$112.42			D		
		9.2.2.4	Cable Unloading / Bridge Tap Removal				\$0.00			D
	9.2.3	Digital Capable Loops								
		9.2.3.1	Basic Rate ISDN / xDSL-I Capable				See 9.2.4			
			9.2.3.1.1	Zone 1	\$13.95			D		
			9.2.3.1.2	Zone 2	\$25.20			D		
			9.2.3.1.3	Zone 3	\$56.21			D		
		9.2.3.2	Intentionally Left Blank							
		9.2.3.3	DS1 Capable Loop		\$87.37		See 9.2.5	D		
		9.2.3.4	DS3 Capable Loop		\$363.42		See 9.2.6	D		
		9.2.3.5	Intentionally Left Blank							
		9.2.3.6	2-Wire Extension Technology		\$23.54			E		
	9.2.4	Loop Installation Charges for 2 & 4-Wire Analog / Nonloaded, ISDN BRI Capable, xDSL-I Capable, where conditioning is not required.			See 9.2.1, 9.2.2, & 9.2.3.1					
		9.2.4.1	Basic Installation							
			9.2.4.1.1	First						
				9.2.4.1.1.1	Manual		\$47.75			F, 13
				9.2.4.1.1.2	Mechanized		\$10.75			F
			9.2.4.1.2	Each Additional						
				9.2.4.1.2.1	Manual		\$16.79			F, 13
				9.2.4.1.2.2	Mechanized		\$10.13			F
		9.2.4.2	Basic Installation with Performance Testing							
			9.2.4.2.1	First						
				9.2.4.2.1.1	Manual		\$100.77			F, 13
				9.2.4.2.1.2	Mechanized		\$63.79			F
			9.2.4.2.2	Each Additional						
				9.2.4.2.2.1	Manual		\$43.71			F, 13
				9.2.4.2.2.2	Mechanized		\$37.05			F
		9.2.4.3	Coordinated Installation with Cooperative Testing / Project Coordinated Installation							
			9.2.4.3.1	First						
				9.2.4.3.1.1	Manual		\$134.72			F, 13
				9.2.4.3.1.2	Mechanized		\$97.74			F
			9.2.4.3.2	Each Additional						
				9.2.4.3.2.1	Manual		\$77.66			F, 13
				9.2.4.3.2.2	Mechanized		\$71.00			F
		9.2.4.4	Coordinated Installation without Cooperative Testing / Project Coordinated Installation							
			9.2.4.4.1	First						
				9.2.4.4.1.1	Manual		\$52.37			F, 13
				9.2.4.4.1.2	Mechanized		\$15.40			F
			9.2.4.4.2	Each Additional						
				9.2.4.4.2.1	Manual		\$21.43			F, 13
				9.2.4.4.2.2	Mechanized		\$14.78			F
		9.2.4.5	Basic Installation with Cooperative Testing							
			9.2.4.5.1	First						
				9.2.4.5.1.1	Manual		\$100.77			1, 13
				9.2.4.5.1.2	Mechanized		\$63.79			1
			9.2.4.5.2	Each Additional						
				9.2.4.5.2.1	Manual		\$43.71			1, 13
				9.2.4.5.2.2	Mechanized		\$37.05			1
	9.2.5	DS1 Loop Installation Charges			See 9.2.3.3					
		9.2.5.1	Basic Installation							
			9.2.5.1.1	First			\$124.67			#

**Negotiation's Template Exhibit A
Oregon**

Qwest/7
Albersheim

				Recurring	Recurring Per Mile	Non-Recurring	REC	REC per Mile	NRC
		9.2.5.1.2	Each Additional			\$107.49			#
		9.2.5.2	Basic Installation with Performance Testing						
		9.2.5.2.1	First						
		9.2.5.2.1.1	Manual			\$278.75			F, 13
		9.2.5.2.1.2	Mechanized			\$240.29			F
		9.2.5.2.2	Each Additional						
		9.2.5.2.2.1	Manual			\$256.49			F, 13
		9.2.5.2.2.2	Mechanized			\$218.77			F
		9.2.5.3	Coordinated Installation with Cooperative Testing / Project Coordinated Installation						
		9.2.5.3.1	First			\$360.33			#
		9.2.5.3.2	Each Additional			\$318.97			#
		9.2.5.4	Coordinated Installation without Cooperative Testing / Project Coordinated Installation						
		9.2.5.4.1	First			\$129.73			#
		9.2.5.4.2	Each Additional			\$112.55			#
		9.2.5.5	Basic Installation with Cooperative Testing						
		9.2.5.5.1	First						
		9.2.5.5.1.1	Manual			\$278.75			1, 13
		9.2.5.5.1.2	Mechanized			\$240.29			1
		9.2.5.5.2	Each Additional						
		9.2.5.5.2.1	Manual			\$256.49			1, 13
		9.2.5.5.2.2	Mechanized			\$218.77			1
		9.2.6	DS3 Loop Installation Charges		See 9.2.3.4				
		9.2.6.1	Basic Installation						
		9.2.6.1.1	First			\$124.67			#
		9.2.6.1.2	Each Additional			\$107.49			#
		9.2.6.2	Basic Installation with Performance Testing						
		9.2.6.2.1	First						
		9.2.6.2.1.1	Manual			\$278.13			F, 13
		9.2.6.2.1.2	Mechanized			\$239.67			F
		9.2.6.2.2	Each Additional						
		9.2.6.2.2.1	Manual			\$256.62			F, 13
		9.2.6.2.2.2	Mechanized			\$218.17			F
		9.2.6.3	Coordinated Installation with Cooperative Testing / Project Coordinated Installation						
		9.2.6.3.1	First			\$360.33			#
		9.2.6.3.2	Each Additional			\$318.97			#
		9.2.6.4	Coordinated Installation without Cooperative Testing / Project Coordinated Installation						
		9.2.6.4.1	First			\$129.73			#
		9.2.6.4.2	Each Additional			\$112.55			#
		9.2.6.5	Basic Installation with Cooperative Testing						
		9.2.6.5.1	First						
		9.2.6.5.1.1	Manual			\$278.13			1, 13
		9.2.6.5.1.2	Mechanized			\$239.67			1
		9.2.6.5.2	Each Additional						
		9.2.6.5.2.1	Manual			\$256.62			1, 13
		9.2.6.5.2.2	Mechanized			\$218.17			1
		9.2.7	Intentionally Left Blank						
		9.2.8	Private Line / Special Access to Unbundled Loop Conversion (as is)			\$38.18			12
	9.3	Subloop							
		9.3.1	2-Wire Analog and Nonloaded Distribution Loop		\$11.20			1	
		9.3.1.1	First Loop			\$111.98			12
		9.3.1.2	Each Additional			\$30.56			12
		9.3.2	Intentionally Left Blank						
		9.3.3	Intra-Building Cable, per Pair		\$0.20			C	
		9.3.3.1	Intentionally Left Blank						
		9.3.3.2	Intentionally Left Blank						
		9.3.3.3	Dispatch, First						
		9.3.3.3.1	Manual			\$43.48			C, 13
		9.3.3.3.2	Mechanized			\$32.37			C
		9.3.3.4	Dispatch, Each Additional						
		9.3.3.4.1	Manual			\$43.48			C, 13
		9.3.3.4.2	Mechanized			\$32.37			C
		9.3.4	Intentionally Left Blank						
		9.3.5	Multi Tenant Environment (MTE) Terminal Subloop Access						
		9.3.5.1	Subloop MTE - POI Site Inventory, per Request			\$115.33			12
		9.3.5.2	MTE - POI Rearrangement of Facilities			ICB			3
		9.3.5.3	MTE - POI Construction of New SPOI		ICB			3	

**Negotiation's Template Exhibit A
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			Recurring	Recurring Per Mile	Non-Recurring	REC	REC per Mile	NRC
9.3.6	Intentionally Left Blank							
9.3.7	Field Connection Point (FCP)							
9.3.7.1	Feasibility Fee / Quote Preparation Fee				\$882.04			1
9.3.7.2	FCP Set-up, per Request				\$1,554.95			1
9.3.7.3	FCP Splicing, per 25 Pairs				\$15.03			1
9.3.7.4	FCP Reclassification Charge				\$573.28			1
9.4	Shared Services							
9.4.1	Intentionally Left Blank							
9.4.2	Intentionally Left Blank							
9.4.3	Loop Splitting							
9.4.3.1	Basic Installation Charge for Loop Splitting				\$34.89			1
9.4.4	OSS, per Line		\$3.48			12		
9.5	Network Interface Device (NID)				\$74.47			12
9.6	Unbundled Dedicated Interoffice Transport (UDIT)							
9.6.1	DS0 UDIT (Recurring Fixed & per Mile)							
9.6.1.1	Over 0 to 8 Miles		\$19.74	\$0.09		E	E	
9.6.1.2	Over 8 to 25 Miles		\$19.74	\$0.08		E	E	
9.6.1.3	Over 25 to 50 Miles		\$19.74	\$0.11		E	E	
9.6.1.4	Over 50 Miles		\$19.74	\$0.08		E	E	
9.6.1.5	Manual				\$172.66			F, 13
9.6.1.6	Mechanized				\$99.08			F
9.6.2	DS1 UDIT (Recurring Fixed & per Mile)							
9.6.2.1	Over 0 to 8 Miles		\$37.94	\$0.49		E	E	
9.6.2.2	Over 8 to 25 Miles		\$37.94	\$0.85		E	E	
9.6.2.3	Over 25 to 50 Miles		\$37.94	\$1.16		E	E	
9.6.2.4	Over 50 Miles		\$34.94	\$1.17		E	E	
9.6.2.5	Manual				\$190.69			F, 13
9.6.2.6	Mechanized				\$117.48			F
9.6.3	DS3 UDIT (Recurring Fixed & per Mile)							
9.6.3.1	Over 0 to 8 Miles		\$253.13	\$9.95		E	E	
9.6.3.2	Over 8 to 25 Miles		\$253.13	\$10.19		E	E	
9.6.3.3	Over 25 to 50 Miles		\$253.13	\$14.27		E	E	
9.6.3.4	Over 50 Miles		\$253.13	\$21.11		E	E	
9.6.3.5	Manual				\$193.66			F, 13
9.6.3.6	Mechanized				\$120.45			F
9.6.4	Intentionally Left Blank							
9.6.5	Intentionally Left Blank							
9.6.6	Intentionally Left Blank							
9.6.7	UDIT DS0 Channel Performance							
9.6.7.1	DS0 Low Side Channelization		\$14.50			12		
9.6.8	Intentionally Left Blank							
9.6.9	Intentionally Left Blank							
9.6.10	Intentionally Left Blank							
9.6.11	UDIT Rearrangement							
9.6.11.1	DS0, Single Office				\$171.64			12
9.6.11.2	DS0, Dual Office				\$215.90			12
9.6.11.3	High Capacity, Single Office				\$231.72			12
9.6.11.4	High Capacity, Dual Office				\$260.28			12
9.6.12	Private Line / Special Access to UDIT Conversion (as is)				\$123.96			1
9.7	Unbundled Dark Fiber (UDF)							
9.7.1	Initial Records Inquiry (IRI)							
9.7.1.1	Simple				\$217.86			12
9.7.1.2	Complex				\$258.56			12
9.7.2	Field Verification and Quote Preparation (FVQP)				\$947.24			12
9.7.3	Engineering Verification				\$310.12			12
9.7.4	UDF Single Strand							
9.7.4.1	UDF - Interoffice Facilities (UDF-IOF) - Single Strand							

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					Recurring	Recurring Per Mile	Non-Recurring	REC	REC per Mile	NRC
			9.7.4.1.1	Order Charge, per First Strand / Route / Order			\$513.92			12
			9.7.4.1.2	Order Charge, Each Additional Strand / Route / Order			\$262.68			12
			9.7.4.1.3	Fiber Transport, per Strand / Mile	\$52.58			1		
			9.7.4.1.4	Termination, Fixed, per Strand / Office	\$4.90			12		
			9.7.4.1.5	Fiber Cross-Connect (Minimum of 2 Cross-Connects applied), per Strand	\$2.63		\$19.93	12		12
	9.7.5	UDF - per Pair								
		9.7.5.1	UDF - Interoffice Facilities (UDF-IOF) - per Pair							
			9.7.5.1.1	Order Charge, per First Pair / Route / Order			\$513.93			12
			9.7.5.1.2	Order Charge, Each Additional Pair / Route / Order			\$262.68			12
			9.7.5.1.3	Fiber Transport, per Pair / Mile	\$68.38			C		
			9.7.5.1.4	Termination, Fixed, per Pair / Office	\$8.51			C		
			9.7.5.1.5	Fiber Cross-Connect (Minimum of 2 Cross-Connects applied), per Pair	\$5.26		\$19.93	12		12
	9.7.6	Dark Fiber Splice								
							\$668.61			12
	9.7.7	UDF MTE Subloop								
					ICB		ICB	3		3
9.8	Intentionally Left Blank									
9.9	Intentionally Left Blank									
9.10	Intentionally Left Blank									
9.11	Intentionally Left Blank									
9.12	Intentionally Left Blank									
9.13	Intentionally Left Blank									
9.14	Intentionally Left Blank									
9.15	Intentionally Left Blank									
9.16	Intentionally Left Blank									
9.17	Intentionally Left Blank									
9.18	Intentionally Left Blank									
9.19	Construction Charges									
	9.19.1	CLEC Requested UNE Construction (CRUNEC) - applies to Unbundled Dark Fiber, Unbundled Loop, Loop Mux Combo, EEL, UDIT & Subloop								
		9.19.1.1	Records Quote Preparation Fee							
			9.19.1.2	Construction Quote Preparation Fee						
							\$362.28			1
							\$900.24			1
	9.19.2	Construction of Network Capacity Facilities or Space for Access to or use of UNEs								
					ICB		ICB	3		3
9.20	Miscellaneous Charges									
	9.20.1	Additional Engineering, per Half Hour or fraction thereof								
		9.20.1.1	Additional Engineering - Basic							
			9.20.1.2	Additional Engineering - Overtime						
							\$34.40			12
							\$45.21			12
	9.20.2	Additional Labor Installation, per Half Hour or fraction thereof								
		9.20.2.1	Additional Labor Installation - Overtime							
			9.20.2.2	Additional Labor Installation - Premium						
							\$14.86			12
							\$19.81			12
	9.20.3	Additional Labor Other, per Half Hour or fraction thereof								
		9.20.3.1	Additional Labor Other - (Optional Testing) Basic							
			9.20.3.2	Additional Labor Other - (Optional Testing) Overtime						
			9.20.3.3	Additional Labor Other - (Optional Testing) Premium						
							\$30.68			12
							\$40.84			12
							\$51.01			12
	9.20.4	Testing and Maintenance, per Half Hour or fraction thereof								
		9.20.4.1	Testing and Maintenance - Basic							
			9.20.4.2	Testing and Maintenance - Overtime						
			9.20.4.3	Testing and Maintenance - Premium						
							\$30.29			12
							\$40.72			12
							\$51.14			12
	9.20.5	Intentionally Left Blank								
	9.20.6	Additional Cooperative Acceptance Testing, per Half Hour or fraction thereof								
		9.20.6.1	Additional Cooperative Acceptance Testing - Basic							
			9.20.6.2	Additional Cooperative Acceptance Testing - Overtime						
			9.20.6.3	Additional Cooperative Acceptance Testing - Premium						
							\$30.29			12
							\$40.72			12
							\$51.14			12
	9.20.7	Intentionally Left Blank								
	9.20.8	Intentionally Left Blank								

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						Recurring	Recurring Per Mile	Non-Recurring	REC	REC per Mile	NRC
9.20.9	Intentionally Left Blank										
9.20.10	Intentionally Left Blank										
9.20.11	Additional Dispatch, per Order							\$128.56			12
9.20.12	Intentionally Left Blank										
9.20.13	Design Change, per Order							\$103.10			12
9.20.14	Expedite Charge, per Day Advanced (see rates in Qwest s Tariff FCC No. 1 Section 5)							\$200.00			9
9.20.15	Cancellation Charge							ICB			3
9.20.16	Maintenance of Service, per Half Hour or fraction thereof										
	9.20.16.1 Maintenance of Service - Basic							\$30.68			12
	9.20.16.2 Maintenance of Service - Overtime							\$40.84			12
	9.20.16.3 Maintenance of Service - Premium							\$51.01			12
9.20.17	Intentionally Left Blank										
9.21	Intentionally Left Blank										
9.22	Intentionally Left Blank										
9.23	UNE Combinations										
9.23.1	Intentionally Left Blank										
9.23.2	Enhanced Extended Loop (EEL)										
	9.23.2.1 EEL Loop, DS0 2-Wire Analog										
		9.23.2.1.1	EEL 2-Wire Loop Installation								
			9.23.2.1.1.1 First					\$256.99			12
			9.23.2.1.1.2 Each Additional					\$188.96			12
		9.23.2.1.2	2-Wire Analog Loop (see rates in 9.2.1.1)								
			9.23.2.1.2.1 Zone 1			\$13.95			15		
			9.23.2.1.2.2 Zone 2			\$25.20			15		
			9.23.2.1.2.3 Zone 3			\$56.21			15		
	9.23.2.2 EEL Loop, DS0 4-Wire Analog										
		9.23.2.2.1	EEL 4-Wire Loop Installation								
			9.23.2.2.1.1 First					\$256.99			12
			9.23.2.2.1.2 Each Additional					\$188.96			12
		9.23.2.2.2	4-Wire Analog Loop (see rates in 9.2.1.3)								
			9.23.2.2.2.1 Zone 1			\$27.90			15		
			9.23.2.2.2.2 Zone 2			\$50.40			15		
			9.23.2.2.2.3 Zone 3			\$112.42			15		
	9.23.2.3 EEL Loop, DS1										
		9.23.2.3.1	EEL DS1 Loop Installation								
			9.23.2.3.1.1 First					\$312.13			12
			9.23.2.3.1.2 Each Additional					\$230.79			12
		9.23.2.3.2	DS1 Capable Loop (see rates in 9.2.3.3)			\$87.37			C		
	9.23.2.4 EEL Loop, DS3										
		9.23.2.4.1	EEL DS3 Loop Installation								
			9.23.2.4.1.1 First					\$336.09			12
			9.23.2.4.1.2 Each Additional					\$254.75			12
		9.23.2.4.2	DS3 Capable Loop (see rates in 9.2.3.4)			\$363.42			15		
	9.23.2.5 Private Line / Special Access to EEL Conversion (as is)							\$38.18			12
	9.23.2.6 EEL Rearrangement										
		9.23.2.6.1	DS0					\$136.41			1
		9.23.2.6.2	High Capacity					\$154.83			1
	9.23.2.7 EEL Transport										
		9.23.2.7.1	DS0 (Recurring Fixed & per Mile) (see rates in 9.6.1)								
			9.23.2.7.1.1 Over 0 to 8 Miles			\$19.74	\$0.09		15	15	
			9.23.2.7.1.2 Over 8 to 25 Miles			\$19.74	\$0.08		15	15	
			9.23.2.7.1.3 Over 25 to 50 Miles			\$19.74	\$0.11		15	15	
			9.23.2.7.1.4 Over 50 Miles			\$19.74	\$0.08		15	15	
		9.23.2.7.2	DS1 (Recurring Fixed & per Mile) (see rates in 9.6.2)								
			9.23.2.7.2.1 Over 0 to 8 Miles			\$37.94	\$0.49		15	15	
			9.23.2.7.2.2 Over 8 to 25 Miles			\$37.94	\$0.85		15	15	
			9.23.2.7.2.3 Over 25 to 50 Miles			\$37.94	\$1.16		15	15	
			9.23.2.7.2.4 Over 50 Miles			\$34.94	\$1.17		15	15	
		9.23.2.7.3	DS3 (Recurring Fixed & per Mile) (see rates in 9.6.3)								

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				Recurring	Recurring Per Mile	Non-Recurring	REC	REC per Mile	NRC
			9.23.2.7.3.1	Over 0 to 8 Miles	\$253.13	\$9.95		15	15
			9.23.2.7.3.2	Over 8 to 25 Miles	\$253.13	\$10.19		15	15
			9.23.2.7.3.3	Over 25 to 50 Miles	\$253.13	\$14.27		15	15
			9.23.2.7.3.4	Over 50 Miles	\$253.13	\$21.11		15	15
		9.23.2.8	EEL Multiplexing						
			9.23.2.8.1	DS1 to DS0	\$212.76		\$256.02	E	12
			9.23.2.8.2	DS3 to DS1	\$203.54		\$256.02	E	12
		9.23.2.9	EEL DS0 Channel Performance (see rates in 9.6.7)						
			9.23.2.9.1	DS0 Low Side Channelization	\$14.50			15	
			9.23.2.9.2	DS1 / DS0 Low Side Channelization	\$8.27			15	
			9.23.2.9.3	DS0 Channel Cards					
			9.23.2.9.3.1	Code Select Ringdown	\$0.00		\$0.00	E	F
			9.23.2.9.3.2	Manual Ringdown	\$0.00		\$0.00	E	F
			9.23.2.9.3.3	Loop Start Signaling - Type LA	\$0.00		\$0.00	E	F
			9.23.2.9.3.4	Loop Start Signaling - Type LB	\$0.00		\$0.00	E	F
			9.23.2.9.3.5	Loop Start Signaling - Type LC	\$0.00		\$0.00	E	F
			9.23.2.9.3.6	Loop Start Signaling - Type LO	\$0.00		\$0.00	E	F
			9.23.2.9.3.7	Auto Ringdown	\$0.00		\$0.00	E	F
			9.23.2.9.3.8	Loop Start Signaling - Type LS	\$0.00		\$0.00	E	F
			9.23.2.9.3.9	No Signaling	\$0.00		\$0.00	E	F
			9.23.2.9.3.10	E & M Signaling	\$0.00		\$0.00	E	F
			9.23.2.9.3.11	Ground Start Signaling	\$0.00		\$0.00	E	F
9.25	Loop Mux Combination (LMC)								
	9.25.1	Loop Mux, 2-Wire Analog, DS0							
		9.25.1.1	LMC 2-Wire Loop Installation						
			9.25.1.1.1	First			\$236.87		12
			9.25.1.1.2	Each Additional			\$153.92		12
		9.25.1.2	2-Wire Analog Loop (see rates in 9.2.1.1)						
			9.25.1.2.1	Zone 1	\$13.95			15	
			9.25.1.2.2	Zone 2	\$25.20			15	
			9.25.1.2.3	Zone 3	\$56.21			15	
	9.25.2	Loop Mux, 4-Wire Analog, DS0							
		9.25.2.1	LMC 4-Wire Loop Installation						
			9.25.2.1.1	First			\$236.87		12
			9.25.2.1.2	Each Additional			\$153.92		12
		9.25.2.2	4-Wire Analog Loop (see rates in 9.2.1.3)						
			9.25.2.2.1	Zone 1	\$27.90			15	
			9.25.2.2.2	Zone 2	\$50.40			15	
			9.25.2.2.3	Zone 3	\$112.42			15	
	9.25.3	Loop Mux, DS1							
		9.25.3.1	LMC DS1 Loop Installation						
			9.25.3.1.1	First			\$296.16		12
			9.25.3.1.2	Each Additional			\$214.82		12
		9.25.3.2	DS1 Capable Loop (see rates in 9.2.3.3)		\$87.37			15	
	9.25.4	Private Line / Special Access to LMC Conversion (as is)					\$38.18		12
	9.25.5	DS0 Channel Performance (see rates in 9.6.7)							
			9.25.5.1	DS0 Low Side Channelization	\$14.50			15	
			9.25.5.2	DS1 / DS0 Low Side Channelization	\$8.27			15	
	9.25.6	LMC Rearrangement							
			9.25.6.1	DS0			\$136.41		1
			9.25.6.2	High Capacity			\$154.83		1
10.0	Ancillary Services								
	10.1	Local Number Portability							
		10.1.1	LNP Queries		See FCC Tariff #1 Section 20.3.1 & 20		See FCC Tariff #1 Section 20.3.1 & 20		
		10.1.2	LNP Managed Cuts						
			10.1.2.1	Standard Managed Cuts, per Person, per Half Hour			\$27.74		12
			10.1.2.2	Overtime Managed Cuts, per Person, per Half Hour			\$35.90		12
			10.1.2.3	Premium Managed Cuts, per Person, per Half Hour			\$44.07		12
	10.2	911 / E911							
		10.2.1	911 / E911 - Calling		No Charge		No Charge		
	10.3	White Pages Directory Listings, Facility Based Providers							
		10.3.1	Primary Listing		No Charge		No Charge		

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Qwest/7
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				Recurring	Recurring Per Mile	Non-Recurring	REC	REC per Mile	NRC
	10.3.2	Premium / Privacy Listings		General Exchange Tariff Rate, Less Wholesale Discount		General Exchange Tariff Rate, Less Wholesale Discount			
10.4	Directory Assistance, Facility Based Providers								
	10.4.1	Local Directory Assistance, per Call		\$0.32			2		
	10.4.2	National Directory Assistance, per Call		\$0.32			2		
	10.4.3	Call Branding, Set-Up and Recording-Individual Session				\$35,000.00			2
	10.4.4	Loading Brand, per Switch				\$175.00			2
	10.4.5	Call Completion, per Call		\$0.03			2		
10.5	Directory Assistance List Information								
	10.5.1	Initial Database Load, per Record		\$0.04			2		
	10.5.2	Reload of Database, per Record		\$0.04			2		
	10.5.3	Daily Updates, per Listing		\$0.05			2		
	10.5.4	One-Time Set-Up Fee, per Hour				\$112.51			2
	10.5.5	Media Charges for File Delivery							
	10.5.5.1	Electronic Transmission, per Record Transmitted		\$0.00			2		
10.6	Toll and Assistance Operator Services, Facility Based Providers								
	10.6.1	Operator Assistance, per Call		\$0.50			2		
	10.6.2	Busy Line Verify, per Call		\$0.67			2		
	10.6.3	Busy Line Interrupt		\$0.82			2		
	10.6.4	Call Branding, Set-Up & Recording				\$10,500.00			2
	10.6.5	Loading Brand, per Switch				\$800.00			2
10.7	Access to Poles, Ducts, Conduits and Rights of Way (ROW)								
	10.7.1	Pole Inquiry Fee, per Inquiry				\$356.68			12
	10.7.2	Innerduct Inquiry Fee, per Inquiry				\$243.80			12
	10.7.3	ROW Inquiry Fee, per Inquiry				\$395.56			12
	10.7.4	ROW Document Preparation Fee				\$128.32			12
	10.7.5	Field Verification Fee, per Pole				\$21.39			12
	10.7.6	Field Verification Fee, per Manhole				\$199.30			12
	10.7.7	Planner Verification, per Manhole				\$17.25			12
	10.7.8	Manhole Verification Inspector, per Manhole				\$96.24			12
	10.7.9	Manhole Make-Ready Inspector, per Manhole				\$256.65			12
	10.7.10	Transfer of Responsibility				\$111.57			12
	10.7.11	Pole Attachment Fee, per Pole Attachment, per Year							
	10.7.11.1	Urban		\$6.27			4		
	10.7.11.2	Non-Urban		\$9.50			4		
	10.7.12	Innerduct							
	10.7.12.1	Microduct Occupancy Fee, per Microduct, per Foot, per Year		\$0.2113			1		
	10.7.12.2	Innerduct Occupancy Fee, per Linear Foot, per Year		\$0.4099			4		
	10.7.13	Access Agreement Consideration				\$10.00			2
	10.7.14	Make Ready				ICB			3
12.0	Operational Support Systems								
	12.1	Development and Enhancements, per Order				No Charge At This Time			11
	12.2	Ongoing Operations, per Order				No Charge At This Time			11
	12.3	Daily Usage Record File, per Record		No Charge At This Time			11		
	12.4	Trouble Isolation Charge				See 9.20			
17.0	Bona Fide Request Process								
	17.1	Processing Fee				\$1,933.44			12
NOTES:									
	*	Unless otherwise indicated, all rates are pursuant to Oregon PUC Dockets listed below:							
	A	UM 844 (Order No. 97.239)							
	B	UM 962 (Order No. 02-821)							
	C	UM 773 (Order No. 02-355)							
	D	UT 148/UM 963 (Order No. 00-481)							
	E	UT 138 Ph II Recurring (Order No. 02-184)							
	F	UT 138 Ph III Nonrecurring (Order No. 03-085)							
	G	UT 119 (Order 96-079)							
	#	Voluntary Rate Reduction Docket UM 973. Reductions reflected in the 12/3/02 Exhibit A.							
	1	Rates not addressed in a Cost Docket (estimated TELRIC)							
	2	Market-based rates							
	3	ICB, Individual Case Basis pricing.							

**Negotiation's Template Exhibit A
Oregon**

Qwest/7
Albersheim

		Recurring	Recurring Per Mile	Non-Recurring	REC	REC per Mile	NRC
4	Rates per FCC Guidelines & state legislative rules.						
5	Qwest has agreed to a bill and keep arrangement for EICT, pursuant to 271 workshops.						
6	For services where volume and term discounts apply to retail customers, the wholesale discount rate offered shall be the greater of 17% or the discounted retail percentage plus 8.5%. This is pursuant Commission order in Docket UM 962 Order Number 02-821						
7	The preliminary engineering and planning costs are included in the Caged and Cageless space construction charges. These engineering and planning charges are also included in the Caged and Cageless Quote Preparation Fees (QPF). Upon completion of the collocation construction, tQPF will be credited to the final space construction charge for the collocation job.						
8	Uses Shared Loop, since Qwest has not implemented deavering for Shared elements, the Exhibit A reflects Zone 1, the lowest rate.						
9	Market-based prices, All charges and increments shall be the same as the comparable charges and increments provided in Qwest FCC, Retail Tariffs, Catalogs, or Price Lists.						
10	The provision of transiting services is not required pursuant to Section 251 of the Telecommunications Act. Qwest has chosen to offer this service as part of its interconnection agreement, but this service is not required to be priced according to a TELRIC methodology.						
11	Qwest will not charge for this element until the Commission has an opportunity to review and approve a rate in a future cost proceeding.						
12	Rates proposed in UM 1025						
13	Qwest is unable to bill Manual NRC rates at this time; the corresponding Mechanized NRC rate will be billed instead.						
14	Rate is from a similar element and is being used because the costs for this element are the same.						
15	Rate for this element is the same as a rate in a different section of Exhibit A.						

Open Product/Process CR Detail

Report Line Number 1

CR #	Title	Date	Organization	Area Impacted	Products Impacted
		Current Status			
PC021904-1	Enhancement to existing Expedite Process for Provisioning	Completed 7/20/2005	Wholesale ProdProc	pre order, order, provisioning	UNE, Transport (including EUDIT), Loop,

Director: Bliss, Susan

Originator: Berard, John

Owner: Martain, Jill

CR PM: Harlan, Cindy

Originator Company Name: Covad

Description Of Change

Covad requests that Qwest provide a formal process to expedite an order that requires an interval that is shorter than what is currently available for the product.

No expected deliverable listed

Updated the title as a result of the Clarification call

Status History

02/20/04 CR Recieved
 02/20/04 CR Acknowledged
 2/23/04 - Contacted John Berard - Covad to set up Clarification Call
 2/27/04 - Held Clarification call
 3/17/04 - March CMP meeting notes will be posted to the project meeting section
 4/21/04 - April CMP meeting notes will be posted to the project meeting section
 5/12/04 - Emailed response to Covad
 5/19/04 - May CMP Meeting notes will be posted to the project meeting section
 6/15/04 - PROS.06.15.04.F.01792.ExpeditesV11
 6/16/04 - June CMP Meeting notes will be posted to the project meeting section
 7/1/04 - Scheduled ad hoc meeting for 7/9 to discuss project, comments and plan
 7/9/04 - Held ad hoc meeting
 7/21/04 - July CMP Meeting notes will be posted to the project meeting section
 8/16/04 - August CMP meeting minutes will be posted to the database
 9/15/04 - Notification for ad hoc meeting scheduled for 9-22-04
 9/15/04 - September CMP Meeting minutes will be posted to the database
 9/22/04 - CLEC Ad hoc meeting held to review expedite reasons / causes
 10/20/04 - October CMP Meeting minutes will be posted to the database
 11/17/04 - November CMP Meeting minutes will be posted to the database
 12/15/04 - December meeting minutes will be posted to the database
 12/16/04 - Scheduled ad hoc meeting for January 6
 1/6/05 - Ad hoc meeting held
 1/19/05 - Jan CMP meeting minutes will be posted to the database
 2/16/05 - Feb CMP meeting minutes will be posted to the database
 3/16/05 - March CMP Meeting minutes will be posted to the database
 4/20/05 - April CMP Meeting minutes will be posted to the database
 5/18/05 - May CMP meeting minutes will be posted to the database
 6/15/05 - June CMP meeting minutes will be posted to the database
 7/20/05 - July CMP meeting minutes will be posted to the database

Project Meetings

July CMP Meeting Minutes:

Jill Martain – Qwest advised that this went into effect on 6/16/05. Jill asked if it was ok to close this CR. Liz Balvin advised the CR could be closed. This CR will move to Completed Status.

CR #

PC021904-1

Information Current as of: *Wednesday, April 26, 2006*

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Report Name: rptOpenDetailed CR INDIVIDUAL REPORT prodproc

June CMP Meeting Minutes:

Jill Martain – Qwest advised that this process is effective June 16 and we would like to move this CR to CLEC Test on June 16th. There was not any objection to change the status to CLEC Test.

May CMP Meeting Minutes:

Jill Martain – Qwest advised that the PCAT documentation went out for review on May 9. The comment cycle will close on May 24 and become effective June 23, 2005. This CR will remain in Development Status.

April CMP Meeting Minutes:

Jill Martain - Qwest advised that we are working internally to get the three expedite reasons implemented. Jill stated that after meeting internally, we determined that a slight modification was needed. Qwest wants the new Expedite reasons directed to our Business Services. Jill stated that in our ad hoc calls with the CLECs, we did talk about the critical impact to Business customers. Jill recapped the criteria for use of the new Expedite reasons:

National Security

Business Services unable to dial 911 due to previous order activity

Business Service where hunting, call forwarding or voice mail features are not working correctly due to previous order activity where the customer business is being critically affected.

Bonnie Johnson - Eschelon asked if there is a definition of business services.

Jill Martain - Qwest advised it would be for more complex business and 1FB type service and this excludes residential and 1FR.

Bonnie Johnson - Eschelon asked for this to be documented.

Jill Martain – Qwest confirmed it would be changed to reflect Business Classes of Service in the actual updates.

Liz Balvin - Covad asked if the examples that Qwest looked at were based on Qwest customers.

Jill Martain – Qwest advised the examples were provided by both CLECs and Qwest and discussed in ad hoc meetings.

Liz Balvin – Covad agreed that we should provide definition of Business Services and also asked that the notice reflect that residential would not be included. Liz also confirmed that this does not affect the Expedite process that requires an amendment.

Jill Martain – Qwest confirmed that it does not impact that process. Jill advised the documentation will be updated and sent out for review. Bonnie said thank you for the good results.

This CR will remain in Development Status.

March CMP Meeting Minutes:

Jill Martain - Qwest advised that we are still working internally on this request and are hopeful that within the next month the PCAT changes will be available to review with the three additional Expedite reasons. This CR will remain in Development Status. [Comment received from Eschelon: Jill Martain - Qwest advised that we are still working on additional scenarios internally and waiting for internal approval on this request and are hopeful that within the next month the PCAT changes will be available to review with the three additional Expedite reasons.]

February CMP Meeting Minutes:

Jill Martain - Qwest advised we are still waiting for final internal approval. Qwest is hoping to have final status next month. This CR will remain in Development Status.

January CMP Meeting Minutes

Cindy Harlan/Qwest advised that an ad hoc meeting was held on January 6th. Qwest proposed adding the following as valid Expedite reasons: if access to 911 is not available, if the order is for National Security, and for certain Features in specific situations. The CLECs were receptive to these changes. Qwest has started the process to get final internal review and approval. Additional status will be provided next month. This CR will remain in Development Status.

CLEC Ad Hoc Meeting

PC021904-1 Expedite Process

January 6, 2005

In attendance:

Kari Burke – Comcast

Jeff Yeager – Accenture

Sharon Van Meter – ATT

Chris Terrell – ATT

Linda Minesola – Comcast

Amanda Silva – VCI

Jill Martain – Qwest

Wayne Hart – Idaho PUC

Kim Isaacs- Eschelon

Bonnie Johnson – Eschelon

CR #	PC021904-1
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Pete Stave – Eschelon
Jennifer Arnold – TDS Metro
Steve Kast – MCI
Thomas Soto - SBC

Cindy Harlan – Qwest took attendance and reviewed the agenda. The purpose of this call is to discuss options for additional expedite reasons. Cindy explained that Qwest has been reviewing expedites and would like to discuss potentially having Features be considered as a valid expedite reason under certain circumstances. Qwest would like to discuss what the criteria would be and identify Features that cause major impact to the CLECs. We also can potentially add a valid expedite reason if you are unable to dial 911 service and to expedite for National Security reasons. Cindy asked the CLECs to identify what Features create the most impact to the CLECs so we can build some criteria. Cindy advised that Qwest is unable to open other reasons for expedites as we do not have the resources to support that effort.

Bonnie Johnson – Eschelon stated that she didn't think additional resources would be needed to support this. Bonnie said Eschelon's Expedite manager is on the call and she would like him to share with us the large impacting items. Pete advised that when customers are unable to receive calls this impacts them as if they are out of service. For business customers if they can't receive calls it impacts their revenue.

Jill Martain – Qwest asked if normally there would be an original order to install the service and another one to correct it. Bonnie advised yes, or something changed on one of their features, such as voice mail service, either with their vendor or the equipment, and that causes a need for an expedite. The customer may not understand what they have ordered. Jill asked if it was a fair request that Qwest ask the CLEC for the order number or PON. Bonnie advised that they normally provide this anyway and it is fair, but she does not believe it should be a requirement as there are other reasons too. Jill asked if we could better define and refine the criteria for Hunting so we can go to Retail and Network and discuss further, and publish a reason that is allowable. Otherwise we would negate the standard interval if we automatically allowed expedites on all Hunting requests. Bonnie said it should be an urgent customer situation and their service is not working the way it should be. Bonnie advised that Qwest needs to trust the CLECs request and hope that the CLECs are not abusing the process. Pete Stave – Eschelon advised there are additional steps needed to expedite an order and it is not always easy so we do not request an expedite unless it is necessary.

Jill suggested that we set criteria for this to be an 'urgent customer situation where Hunting or Call Forwarding features are not working correctly and the customer can explain why and provide a service order and/or PON'. The CLECs agreed with this criteria.

Jill asked if there were other features that need to be discussed. Amanda – VCI stated that Features don't pertain to VCI very much, but what happens if a customer is disconnected in error and it is the CLECs error. This happens a few times a month usually due to a disconnect for non payment in error. Jill advised this would need to be handled as a new LSR with standard interval. Another request was made for voice mail set up incorrectly. This can be added to a wrong number for example.

Jill agreed that the items and criteria identified should be workable. Qwest needs to review this internally and determine impacts. Status will be provided at our CMP meeting and we will plan on reviewing the draft process prior to it being published in the PCAT. Another ad hoc meeting will be scheduled at that time.

December CMP Meeting Minutes

Cindy Macy – Qwest advised that an ad hoc meeting is scheduled for January 6 to review and further define some options for expanded Expedite reasons. This CR will remain in Development Status.

11/17/04 November meeting minutes

Cindy Macy – Qwest advised that Qwest is currently reviewing the expedite process and meeting internally to determine if there are any changes that can be made to the process. This CR will remain in Development Status.

10/20/04 October CMP Meeting Minutes

Cindy Macy – Qwest advised that Qwest held an ad hoc meeting. We are reviewing the expedite reasons from the CLECs and the data gathered for potential changes. We hope to have additional information next month. Qwest will hold an ad hoc meeting to review our findings. This CR will remain in Development Status.

PC021904-1 Enhance Expedite Process

Ad Hoc Meeting
September 22, 2004

In Attendance:

Pete Stave – Eschelon	Colleen Forbes - ATT
Kim Isaacs – Eschelon	James Leblanc – McLeod
Bonnie Johnson – Eschelon	Jean Novak - Qwest Communications
Lori Nelson – Mid-Continent	Terri Lee - SBC
Donna Osborne Miller – ATT	Chris Quinstruck - Qwest
Cherron Halpern - Qwest Communications	Rhonda Velasco – Oregon Telecom
Sue Diaz - Qwest Communications	Mark Sieres – Advanced Telecom

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LeiLani Hines – MCI Brandon McGovern–Advanced Telecom
 Valerie Estorga - Qwest Communications Roslyn Davis - MCI
 Christina Valdez - Qwest Communications Scott Ellefson – Qwest
 John Berard – Covad Dave Miller – Advanced Telecom
 Michelle Thacker - Qwest Communications Lydell Peterson - Qwest
 Phil Hunt – McLeod Leti Mudlo - Qwest
 Robin Jackson – Time Warner Diane Solomonson - Qwest
 Jolene Brown – Time Warner Stacy Berg – Time Warner
 Steve Kast - Qwest Communications Jim Christener – McLeod
 Mark Ashen Brenner – McLeod Chris Voorhees - McLeod
 Jennifer Fischer - Qwest Communications Diane Johnson – Qwest
 Michelle Sprague – McLeod Dawn Tafoya - Qwest Communications
 Jill Martain - Qwest Communications

Cindy Macy – Qwest Communications introduced the attendees and reviewed the agenda. Cindy advised that the purpose of this call is to discuss what is causing the need to expedite. Qwest would like to identify from a CLEC perspective why they expedite. Jill Martain – Qwest added that we would like to identify for non design documentation changes and process changes that could help reduce expedites. Cindy advised that Qwest would like to hear from each CLEC represented so we can gather input and determine what changes could be made to reduce the need for expedites.

Bonnie Johnson – Eschelon advised that Qwest's appointments for new installs and moves in some states were 3 weeks out. This was due to resource issues (no technicians available). Eschelon can not give their customers a 3 weeks due date. We are expediting from a customer service perspective. This was happening in WA/CO/AZ on POTS service.

Colleen – ATT advised that when they submit their orders they have to use appointment scheduler and the date that comes back is what they have to put on their order. They will then call and expedite as the date is not acceptable for their customers. Donna Osborn Miller – ATT advised that they also engage their account teams to help.

Stacy – Time Warner advised that when the due dates is out 2-3 weeks, we have to expedite, and then Qwest wants to charge for the expedite. It is wrong for Qwest to charge for an expedite when the due date is way past standard interval.

Colleen – ATT advised many times the customer is disconnected and needs their service. The disconnect can be due to the customer moving early, an error on Qwest or the CLECs part, the order not getting processes correctly, or a jeopardy.

Bonnie Johnson – Eschelon advised specific to features, our customers have urgent needs. If their call forwarding was set up incorrectly (gave wrong number, or error in programming), and the calls are going to another number it can cause major issues. If a business forwards these calls to a residence, or if there is an emergency and the customer is not able to receive calls it causes major issues for all parties. Call Forwarding generally has a 1-3 day standard interval and a business can not lose calls for 3 days, nor can a residence customer receive calls from a business in error for 3 days. Colleen – ATT advised other LECs have same day turnaround if the order is received before 3p.m.

Jim – McLeod advised orders that are placed in jeopardy for no access are often done in error. The customer says they were available but the technician never came to the door. Then later it is determined that the technician couldn't find the building, or couldn't gain access. Sometimes the customer does give the wrong address and they are now out of service.

Robin Jackson and Stacy Berg – Time Warner advised they have lots of trouble with orders being issued incorrectly. They put information on the LSR that matches the CSR. Then the order gets rejected for address issues. They have to send it in and fix it later, and try to get a new due date. Time Warner also reported that when they build a subscription they send it in and Qwest has to release it. The 'create' needs to be done 3 days ahead and SOA has to concur. Time Warner wants to know if this is the official process. They work with the LNP team and this process is not working well. Cindy advised she will have the Service Manager contact Robin and Stacy. (robin.jackson@twtelecom.com, Stacey.berg@twtelecom.com)

Dave – Advanced Telecom advised they will get an FOC and the due date is okay. Then on the due date or the day before they will get a jeopardy notice which then needs to be expedited as they have given a due date to their customer.

Bonnie – Eschelon advised when there is an equipment install or vendor meet and we have to coordinate three companies it is very difficult and we usually have to expedite to get the companies represented and the services coordinated and installed.

Bonnie – Eschelon also advised that hunting causes an out of service condition as sometime equipments is needed or there are circular hunting issues and the calls go no where.

Pete – Eschelon advised that coordinated loops installed on LNP are complex and all parties have to be available to keep the customer service from going down.

Lori – Mid-Continent advised that if voice mail is not working the customer perceive this as their service not working. If the call forwarding number is incorrect (wrong area code and the voice messaging needs to be corrected) we have to place an order to fix the issue.

Nicki – Mid-Continent advised sometimes their customers have urgent needs related to their job or personal situation. For example, the customer could be on active duty and need service right away.

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John Berard – Covad advised if something goes wrong in the process and the customer gets disconnected in error, it could be the CLECs error, then Covad has to issue another order with a new due date. Sometimes the order is issued as a new order and it should have been a move order so the due date is different.

Dave – Advanced Telecom advised that Qwest does not reject orders consistently. They can submit 10 orders the same and on the 11th order they get a reject. The representative interprets the business rule differently and now we are a day behind. We can talk to 4 different representatives and we can get 4 different answers.

Bonnie – Eschelon confirmed that for non design the same process and charges will apply to Retail. Jill Martain – Qwest confirmed that would occur. Jill – Qwest advised our direction is to not implement a fee for expedites on non design. We are trying to understand some reasons and causes for expedites and address them from a process and documentation perspective. Bonnie advised that is great.

Nicki – Mid-Continent advised she requested an expedite for medical reasons and was asked for a doctors note. Nicki advised this is confidential information. Jill advised it is part of the process to request a note. Our centers are trying to follow the process and make sure the expedite is valid.

Colleen – ATT advised recently we had a customer that filed a PUC complaint and it was on the news so it was a huge issue that needed to be resolved. Jill advised if there are extenuating circumstances you can go through the Escalations process. This is not the norm but under special conditions we do handle escalations.

Cindy – Qwest advised our next steps are to look at the input that was received today and the process. We will determine areas that we can impact to reduce the need to expedite and provide status at the next CMP meeting. Additional ad hoc meetings may be held.

9/15/04 CMP Meeting Minutes

Cindy Macy – Qwest advised that there is an ad hoc meeting scheduled for Wednesday, September 22 to discuss the reasons for expedites. The intent is to look at the cause of expedites to determine if there are improvements that can be made to reduce the number of expedites. This process focuses on non design services. This CR will remain in Development Status.

8/16/04 CMP Meeting Minutes

Jill Martain – Qwest advised that Qwest has done additional work on this CR and determined that we won't be able to implement the same process for non design that we implemented for design. We are doing root cause analysis on the data and will determine reasons why expedites are needed. Qwest will meet with each of the CLECs after we have the data and work through the expedite reasons. John Berard – Covad asked some questions about the Expedite V14 PCAT. Jill recapped the process and advised the CLECs that if they have questions they can call her to discuss. John Berard – Covad verified if the error was caused by Qwest than there would not be a charge to expedite. Jill advised that is correct. Bonnie Johnson – Eschelon advised she tried to expedite a feature and the escalation group and Service Manager said they were not able to do this. Bonnie submitted a comment on this issue as Eschelon believes this is an existing process. Bonnie advised her definition of an existing process is if Qwest is performing the process it is an existing process. Bonnie and Jill discussed the issue and agreed that the issue was the difference between what Eschelon sees as an existing process and what Qwest views as an out of compliance. Jill told the center to go ahead and continue to handle feature expedites until we are able to resolve this issue. Bonnie appreciated this as it takes away the immediate pain to Eschelon. Bonnie advised that Eschelon has formed an internal team to review documentation against current process and previous CRs. They are focusing on DSL initially. Bonnie and Jill agreed that Eschelon should submit a CR to determine how to handle the situation when there is disagreement between when Qwest is out of compliance versus when Qwest is performing an existing process. This CR will remain in Development Status.

July 21, 2004 CMP Meeting Minutes:

Cindy Macy – Qwest advised that the team held an ad hoc meeting on July 9. During the ad hoc meeting, Jill Martain reviewed the PCAT and addressed comments on the process. Cindy advised that this process is effective July 31 in most states. The following identifies exceptions: AZ 8/5, Northern Idaho and NE 8/2, NE 8/6, WA affects only Access Services. The FCC#1 is effective July 31. Qwest will continue to work on the non design process. Additional status will be provided later. Liz Balvin – MCI advised that the clarification and the updates that were discussed helped a lot. Jill advised those updates have been made. This CR will remain in Development status.

PC021904-1 Expedite Process

Ad Hoc Meeting

July 9, 2004

10:00 – 11:00 a.m. MT

In attendance:

Eric Yohe – Qwest Liz Balvin – MCI
 Valerie Estorga – Qwest Susan Lorence – Qwest
 Jackie DeBold – US Link Steve Kast – Qwest
 Teresa Castro – Vartec Stephanie Prull – Eschelon
 Sue Lamb – 180 Comm John Berard – Covad
 Jill Martain – Qwest Ann Atkinson – ATT
 Julie Pickar – US Link Donna Osborn Miller – ATT
 Cindy Macy – Qwest

Cindy Macy – Qwest reviewed the history of the CR. Cindy explained that this process was notified on June 15, 2004 and then retracted on

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June 29, 2004. Cindy reviewed the agenda and purpose of the meeting.

Jill Martain – Qwest advised the intent of the PCAT update was to address the new expedite process on design products. Currently we are not able to include non design products in the process. We will schedule additional ad hoc meetings to discuss non design products and CLEC caused error expedite situations.

Jill advised that July 31 is the tariff effective date. Interstate filings will occur next, and there are a couple states that may go a little later, but each state is in progress of getting the tariffs approved.

Liz Balvin – MCI verified V11 only impacts design services. Jill advised the list of products that are in the pre-approved section are all design products.

Jill advised there will be two processes. 'Expedites that Require Approval' (current process) and the new process 'Approved Expedite Request' for identified design services products. Jill reviewed the PCAT and process in more detail.

Stephanie Prull – Eschelon asked how Qwest will notify the CLEC when Qwest can not meet the expedited date. Jill advised that when the CLEC calls in Qwest will get the name of the person who requested the change and work with them. Stephanie asked what happens if we use the EXP field? Jill advised Qwest would send back the FOC with the PIA value. Stephanie asked if the Retail customers get charged on the 'Expedite Requiring Approval' process. Jill advised no, and neither would the CLECs, unless they sign up for the new process.

Liz Balvin – MCI asked for more clarity on the non design process. Jill advised that the Expedite Process that requires approval applies to non design services or Interconnection Agreements that do not carry the 'per day' expedite rate. Jill agreed to clarify that all non design service expedites or design services expedites if your contract is not amended, will not carry a charge. Non design products can only be expedited for the conditions listed currently. We are still trying to accommodate some CLEC reasons for non design expedites. We will continue working on this and we will have additional calls with the CLECs. Retail follows these same procedures. Jill advised we will work on this in phases.

Jill explained that when you amend your contract there are not reasons for expedites any longer. Qwest agrees to expedite and there is a charge for all expedites.

John Berard – Covad asked if there is a separate charge on design products if there is a fire. Jill advised no, the same charge applies. If Qwest causes the error than there is not a charge.

Stephanie Prull – Eschelon asked when the amendment will be available. Jill advised the target date is July 26. Stephanie asked how this new process affects resource assignment of network technicians. Jill advised we have the resources to cover expedited requests. We have performed volume forecasts. An expedited request and a regular request are equally weighted.

Jill summarized the Pre Approved Expedite process. The CLECs must amend their ICA, the estimated cost to expedite is 200.00 per day, and eligible products are identified in the PCAT.

Stephanie Prull – Eschelon advised that currently the CLECs have special reasons for an expedite that are not included in the list. The CLEC calls the center and works with Qwest to address these situations. Jill advised we need to follow our process, and we will still handle unique conditions. They may need to be escalated.

Liz Balvin – MCI asked if this will be implemented on the Access side. Jill advised the tariff target date is July 31 for Access products. Liz asked Jill to include the tariff reference in the response to comments. Jill advised the exception is the Washington tariff is not being filed at this time.

Jill reviewed the comments to make sure she had addressed the CLECs concerns in today's meeting. The CLECs agreed that the comments have been addressed during today's meeting. Jill advised she will make updates to the PCAT based on today's call.

June 16, 2004 CMP Meeting notes:

Jill Martain – Qwest advised for design product the Level 3 notification went out on June 15. For non-design we are still investigating if the process is feasible. The CR will remain in Development Status.

May 19, 2004 CMP Meeting notes:

Jill Martain – Qwest advised that Qwest will accept this CR with the caveat to implement this on a product by product basis. There may be some products that this process will not be implemented for. For those products, the old process will stay in place. There will be a cost to expedite and amendments will need to be done. The approximate cost is in the \$150.00 - \$400.00 price range. A per day improvement charge would be assessed. Jill advised that the target list of phase 1 products is included in the response. Qwest is targeting July 31 for implementation. Bonnie verified that this will apply to Retail also. Jill advised yes, and a tariff would be filed. Jill will provide an update next month. This CR will move to Development Status.

April 21, 2004 CMP Meeting notes:

Jill Martain – Qwest reviewed the response for this CR. Jill advised that Qwest would like to leave this CR in Evaluation Status as we look at individual products for expedites. Jill asked the CLEC community if they are willing to pay just and reasonable charges to expedite. Bonnie Johnson - Eschelon stated that these charges should apply to retail customers as well. Liz Balvin – MCI asked how this would work. Are the

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prices driven by what is on our Interconnection Agreement? Jill Martain advised there would be charges in the ICA, and the amendment would have to be written. Bonnie said they would have to be commission approved rates. Jill advised she is not the expert on this process but she believes so. Liz Balvin clarified that if the CLECs are not willing to opt in to the contract, then they would follow the process that is effective today. Jill advised yes. Bonnie advised we do have situations when we have requested an expedite and Qwest denies it. Then the end user customer goes directly to Qwest and the expedite occurs. Jill advised we will keep this perspective in mind. This CR will move to Evaluation Status.

March 17, 2004 CMP Meeting

John Berard – Covad presented the CR and explained that Qwest's Expedite Process is written based on certain situations, such as Medical Emergencies. However if the CLEC makes an error, there isn't a process to expedite for a CLEC error reason and the CLEC has to take a regular interval. We want a process to request a faster interval, and we are willing to pay for it. Eschelon supports the request and would like to understand what type of opportunities are available for our Retail customers and if they get charged for an expedite. Bonnie advised that they have had trouble getting their customer in service, and if their customer contacts our Retail organization themselves, they get service in okay. Ervin Rae – ATT advised that he has heard that Qwest leadership is in the process of reviewing our Expedite Process. Jill Martain – Qwest advised that we can take a look at all of these aspects and also review PC081403-1 as this CR is also requesting a 'Restoral Request Process'. This CR will move to Presented Status.

Clarification Meeting

February 27, 2004

1-877-552-8688 7146042#

PC021904-1 Expedite Process for Provisioning – enhancements to existing process

Attendees

John Berard – Covad
Bryan Comras – Covad
Mark Gonzales – Qwest
Heidi Moreland – Qwest
Jill Martain - Qwest
Cindy Macy – Qwest

Meeting Agenda:

1.0 Introduction of Attendees

Attendees introduced

2.0 Review Requested (Description of) Change

John Berard – Covad reviewed the change request. John explained that Covad would like the title of the CR updated, as this is really a request for an enhancement to the existing expedite process. Cindy agreed to update the CR.

John advised that the expedite process is limited today to certain types of orders and processes. For example, medical emergencies. We may find that it is Covad's error that caused the customer to be disconnected. We would like to be able to get our customers restored quicker than standard interval, when it is our error. We are willing to pay for this service. Other ILECs provide this service. We would like the criteria to be expanded to allow an expedite when the CLEC makes an error.

Cindy Macy – Qwest asked for an example of this happening today. John Berard – Covad and Bryan Comras – Covad advised this relates to the Jeopardy process. When Covad fails to complete the order, but we complete the work at the DMARC the customer has service, but we do not close out the records so Qwest doesn't think the customer's service is working. Qwest issued a jeopardy notice and since we didn't respond to that notice within 30 days Qwest then cancelled the orders and the service gets disconnected. Covad then goes back and resends the order, but we have to wait the standard interval and that is too long for the end user customer to wait, especially if it is a business account.

John Berard – Covad advised disconnects can also happen when the end user selects migration to a new ISP provider. This isn't as critical as the down time is usually very limited as they are hooked up to the new provider.

Heidi Moreland – Qwest asked how often this happens? Bryan – Covad replied approximately 20 times per month for Qwest, or once a day on average.

Bryan advised that we get faster turn around time on certain products. Heidi confirmed that Shared Loop has a shorter standard installation interval than an unbundled xDSL-capable loop. Heidi advised that the customer could be disconnected when the sync test fails and the notice is not cleared. The DSLAM port is done by the CLEC and the customer is in service. If a supplement is not sent by the CLEC, and if there is no response in 30 days, then the line gets cancelled and pulled down.

Covad advised it shouldn't matter what the history or circumstances are, if we are willing to pay for the expedite.

3.0 Confirm Areas & Products Impacted

DSL, Line Share, Designed and DSL Products (all products)

This applies to any one that was in service and has gone out of service and needs to be set back up due to Customer or end-user error.

4.0 Confirm Right Personnel Involved

Jill agreed to get with Joan Wells regarding the Workback / Restoral Request process

5.0 Identify/Confirm CLEC's Expectation

Covad would like the ability to pay for an Expedited due date (restoral of disconnected end user)

Covad would like to treat these like trouble reports and get the end user back in service in one day.

6.0 Identify any Dependent Systems Change Requests

PC081403-1 Work Back Restoral Request

CR #	PC021904-1
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7.0 Establish Action Plan (Resolution Time Frame)
Covad will present the CR at the March CMP Meeting
Qwest will provide our Response at the April CMP Meeting

Qwest Response

For Review by CLEC Community and Discussion at the May 19, 2004 CMP Meeting

May 12, 2004

Covad Communications
John Berard, Director-Operations Support

SUBJECT: Covad's Change Request Response – CR #PC021904-1 Enhance Expedite Process for Provisioning

This letter is in response to Covad Communications Change Request (CR) PC021904-1. This CR requests that Qwest enhance the expedite process to allow for an interval that is shorter than what is currently available for the product.

Qwest will accept PC021904-1 Enhancement to existing Expedite Process, with the caveat that it will be looked at and implemented on a product by product basis. Qwest will continue to look at all of the individual products to determine if we will implement these changes. For those products which the expedite criteria/process does not change, Qwest will leave the existing expedite criteria and process in place. Additionally, as discussed previously, expedite charges will become applicable for all expedites except those that are due to Qwest caused reasons and amendments will be required to existing Interconnection agreements to implement those charges. If a CLEC chooses not to amend their Interconnection Agreement, the current expedite criteria and process will be used.

The first phase of implementing a change to the expedite process will be around those products that are Designed Services. A list of those products is shown below. For Designed services, an expedite charge is applicable for each day that the due date is improved (unless the expedite is due to a Qwest caused reason). We are targeting an implementation date of July 31, 2004, pending approval of the Interstate FCC#1 tariff, individual state tariffs and Interconnection agreements.

Following are a list of products that will be included in Phase 1:

Product
UBL all except 2w/4w analog
Analog PBX DID
Private Line (DS0, DS1, DS3 or above)
ISDN PRI T1
ISDN PRI Trunk
ISDN BRI Trunk
Frame Relay Trunk
DESIGNED TRUNKS (Includes designed PBX trunks) Trunk
MDS / MDSI
DPAs (multiple DPAs or FX, FCO) Trunk
UBL DID (Unbundled digital trunk)

For Review by the CLEC Community and Discussion at the April 21, 2003 CMP Meeting

April 14, 2004

Covad
John Berard
Director – Operations/Change Management

SUBJECT: CR # PC021904-1 Enhance Expedite Process for Provisioning

This letter is in response to Covad's Change Request (CR) PC021904-1 Enhance Expedite Process for Provisioning. This CR requests that Qwest enhance the Expedite process to allow for an interval that is shorter than what is currently available for the product.

CR #

PC021904-1

Qwest would like to leave this CR in evaluation status as it needs to continue to look at the individual products and provisioning processes that are impacted by this request. Qwest will provide an updated response at the May CMP meeting. Qwest will move this CR to Evaluation status.

Sincerely,

Jill Martain
Qwest Communications

CR #

PC021904-1

Information Current as of: Wednesday, April 26, 2006

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Report Name: rptOpenDetailed CR INDIVIDUAL REPORT prodproc

**WHOLESALE**[CONTACT US](#)**Products & Services**

Local Business Procedures

[▶ View More Local Resale Non-Facility Based Business Procedures](#)[▶ View More Local Interconnection Facility Based Business Procedures](#)**Local Business Procedures****Expedites and Escalations Overview - V41.0**[History Log](#)**Introduction**

Qwest quickly responds to your escalation or expedite requests offering you clear and complete explanations so you can satisfactorily respond to your end-users.

- Expedites are requests for an improved standard interval that is shorter than the interval defined in our [Service Interval Guide \(SIG\)](#) or your interconnection Agreement (ICA), Individual Case Basis (ICB) or committed to ICB (Ready for Service (RFS) + Interval) date.
- Escalations can be initiated for any issue, at anytime, and at any escalation point. Escalations can also be for requests for status or intervention around a missed date.

The following summarizes the processes used within Qwest for all Wholesale Products and Services to handle expedite and escalation requests.

Expedites

Requesting an expedite follows one of two processes, depending on the product being requested. If the request being expedited is for a product contained in the "Pre-Approved Expedites" section below, your ICA must contain language supporting expedited requests with a "per day" expedite rate. If the request being expedited is for a product that is not on the defined list, then the expedited request follows the process defined in the "Expedites Requiring Approval" section below.

Expedites Requiring Approval

For products not listed in the Pre-Approved Expedite section below, (non-designed products such as POTS, Centrex or DSL service) the following expedite process applies. Expedite charges are not applicable with the Expedites Requiring Approval process.

Following is a list of conditions where an expedite is granted:

- Fire
- Flood
- Medical emergency
- National emergency
- Conditions where your end-user is completely out of service

- (primary line)
- Disconnect in error by Qwest
 - Requested service necessary for your end-user's grand opening event delayed for facilities or equipment reasons with a future RFS date
 - Delayed orders with a future RFS date that meet any of the above described conditions
 - National Security
 - Business Classes of Service unable to dial 911 due to previous order activity
 - Business Classes of Service where hunting, call forwarding or voice mail features are not working correctly due to previous order activity where the end-users business is being critically affected

For any of the above conditions, expedited request can be made either prior to, or after, submitting your service request.

To request an expedite on a Local Service Request (LSR) you can either:

- Submit the request with your expedited due date and populate the EXP field. Also include in REMARKS the reason for the expedited request and then call the Qwest Call Center.
- Submit the request with a due date interval from our [SIG](#) or your ICA and then call the Qwest Call Center.

In both scenarios, a call to the Qwest Call Center is required on 1-866-434-2555 to process the expedited request.

To request an expedite on service requests issued via an Access Service Request (ASR), you may use either of the options described above for LSRs to submit the ASR. You should then call 1 800-244-1271.

You may be asked to provide verification of the expedited reason or situation for any of the expedite reasons listed above. In some cases, you may be asked for the service order number that caused the expedite condition, such as the service order number that caused the hunting or call forwarding expedite. The type of verification required will depend on the specific circumstances of the expedite and will be determined on an Individual Case Basis (ICB).

Once your expedite request is received, your Wholesale representative will review the request based on the previous list of available expedite scenarios to determine if the request is eligible for an expedite. If approved, the next step is to contact our Network organization to determine resource availability.

Depending on the type of service on the account, the following action is taken once the request is determined to be eligible for an expedited due date:

Non-Designed/No Dispatch Required

For requests that do not require a dispatch, the order is issued with the expedited due date.

Non-Designed/Dispatch Required

For requests that require a dispatch, the Network organization is contacted to determine Technician availability. If appointments are available on the requested due date, your expedite is granted. If no appointments are available, then Qwest will offer an alternative date, if

one is available, prior to the requested due date. You can expect to receive a response to your expedited request usually within four business hours.

Designed Services

For Designed Services, the Network organization is contacted to determine resource availability for the Central Office and Outside Technicians as well as for the Testers that work with you to accept the service. You can expect to receive a response usually within four business hours.

Approved Expedited Requests

If the expedited request is approved and the original request contained the expedited due date and the EXP field was populated, Qwest will return a Firm Order Confirmation (FOC) acknowledging the agreed to expedited due date. If the expedited or agreed to due date is different from what was originally submitted on the ASR or LSR, Qwest will contact you and request that you supplement your request with the agreed to expedited date. The EXP field on the supplement ASR or LSR must also be populated. If the supplement is not received within four business hours, Qwest will continue to process the ASR or LSR as if the expedited request was not received and will FOC back the standard interval or the original due date provided on the ASR or LSR if it was longer than the standard interval.

Denied Expedited Requests

If denied, then we will provide you reasons that the request was denied or we will offer an alternative date that we could install the service. If the request is denied, and you still want to continue to have Qwest provision the service request, Qwest will return a FOC with the standard interval or the original due date provided on the FOC if it was longer than the standard interval.

Pre-Approved Expedites

The Pre-Approved expedite process is available in all states except Washington for the products listed below when your ICA contains language for expedites with an associated per day expedite charge.

Note: Resold Designed products are automatically included based on the terms and conditions outlined in the ICA and individual state tariffs, catalogs or price lists.

For products other than the Resold Design products identified below, if your contract does not contain the appropriate expedite language, you will not be able to expedite the request unless the expedite is due to a Qwest caused reason.

The Expedites Requiring Approval section of this procedure does not apply to any of the products listed below (unless you are ordering services in the state of WA).

An expedite charge applies per ASR or LSR for every day that the due date interval is improved, based on the standard interval in the SIG, ICA, or ICB criteria as described above. It is not necessary for you to call into Qwest to have the expedite approved. To expedite a service request on an ASR or LSR you must populate the EXP field and put the desired expedited due date in the DDD field on the ASR or LSR.

Note: If the ASR/LSR you are submitting requests a same day due date, your request must be received before 12 noon MT.

When Qwest receives an ASR or LSR with the EXP populated and the DDD is less than the standard interval, Qwest will determine if the request is eligible for an expedite without a call from you. If the request meets the criteria for the Pre-Approved Expedite process, Qwest will process the request and return a FOC acknowledging the expedited due date. The appropriate expedite charge will be added to your service order.

If the request does not meet the criteria for the Pre-Approved Expedite process, the ASR or LSR will be processed using the standard interval that is defined in the [Standard Interval Guide for Resale, UNE and Interconnection Services](#).

Following is a list of the products, which require expedite language in the ICA and may be expedited that will receive the appropriate Expedite Charge:

- UBL
- UBL DID (Unbundled digital trunk)
- UBL DS1 (Unbundled digital trunk facility)
- UNE-C PL (EEL)
- UNE-P ISDN BRI
- UNE-P DSS Facility
- UNE-P DSS Trunk
- UNE-P PRI ISDN Facility
- UNE-P PRI ISDN Trunk
- UNE-P PBX Designed Trunks
- UNE-P PBX DID IN-Only Trunks
- Port In/Port Within associated with any of the applicable designed products listed above
- UDIT
- LIS
- CCSAC SS7 Trunk or Facility
- Unbundled Dark Fiber

Following is a list of Resold Designed Products, which do not require an amendment, which may be expedited and will receive the appropriate expedite charge:

- Analog PBX DID
- Private Line (DS0, DS1, DS3 or above)
- ISDN PRI T1
- ISDN PRI Trunk
- ISDN BRI Trunk
- Frame Relay Trunk
- DESIGNED TRUNKS (Includes designed PBX trunks) Trunk
- MDS / MDSI (IIS Only)
- DPAs (multiple DPAs or FX, FCO) Trunk
- Port In/Port Within associated with any of the applicable designed products listed above

Note: Any requests that are expedited due to a Qwest caused reason, do not incur an expedite charge. Additionally, if the due date of an expedited request is missed due to Qwest reasons, expedite charges do not apply.

If the order becomes a Delayed Order on the due date, Qwest will cooperatively work with you to obtain the best Ready For Service date (RFS) possible and expedite charges do not apply.

If an order becomes delayed for facilities prior to the due date, once

Qwest establishes a new RFS it is communicated to you via the FOC. If you do not accept the due date that is established and request to expedite the RFS, expedite charges may apply. Each expedited delayed order request will be reviewed on an ICB to determine if expedite charges apply. If the expedited due date request results in Qwest incurring additional costs to improve the date that was FOC'd, expedite charges apply. Qwest will advise you if expedite charges apply prior to confirming the expedited request to obtain approval from you, or offer an alternate date that Qwest can meet. The expedite charges will be based on the number of days improved from the original RFS date.

If an order was delayed due to a Customer Not Ready (CNR) condition as described in the [Provisioning and Installation Overview](#); and you wish to expedite the newly requested due date, supplement the request with the new Desired Due Date and populate the EXP field of the LSR/ASR. Qwest will review your expedited request for resource availability. In some cases, we may contact you to advise resources for expedite are not available or offer an alternate date. Expedite charges apply and are based on the number of days the CNR standard interval is improved.

Expedites Supporting Non-Qwest caused Restoral Requests

This process includes Restoral Requests on Resale/UNE-P/Retail to Resale or UNE-P Conversions and Transfer of Service when the service orders have completed. This process applies to Resale/UNE-P POTS, Resale/UNE-S and Resale UNE-P Centrex 21 products, including DSL.

You will follow this documented Expedite process as outlined when you require an expedite to a standard interval in order to restore an end-user due to a Non-Qwest caused out of service condition. An expedite restoral request is a result of your inability to complete a conversion or outside move service request where you were unable to cancel or change the due date on the service order(s) prior to order completion. Restoral requests may involve you alone, a Qwest Retail account and you, or you and a different CLEC on conversion and outside move (T & F) type service order's. Restoral requests will be accepted for both full and partial restorals.

When an expedite restoral request situation occurs, refer to the following when you prepare your service request:

- Issue the Restoral Request LSR as directed per the Decision Charts and order type scenario's.
 - Populate the RPON field with the PON used on the original LSR if available
 - Populate the EXP field
 - Populate Manual IND = Y
 - The REMARKS field can be populated with the specific reason for the request such as:
 - Restoral request Full, Resale to UNE-P conv, restore original service, Or
 - Restoral request, Partial, Resale to UNE-P conv, restore original service, Or
 - Restoral request, Partial, UNE-P to Resale conv, restore original service, Or
 - Restoral request, Full, Resale or UNE-P T&F, restore F location, etc., Or
 - Restoral Request, Restore original full service back to CLEC XXXX, Or
 - Restoral Request, Restore original partial service back to CLEC XXXX, Or
 - Restoral Request, Restore original F Loc service, full/partial back to old CLEC

- Restoral Request, Disc service, restore original Retail service, full/partial
- Contact the Customer Service Inquiry and Education (CSIE) Center at 866-434-2555
- Open an Escalation ticket.
- Request a Restoral Request for Previous Service.
- Provide LSR ID if appropriate per Decision Chart and order type scenario's.

Benefits

- Expedited intervals for restoral of previous service
- Uniform documented process for restoral requests
- Qwest will negate the one month minimum billing on a disconnect or conversion service order as applicable.

Restrictions

- You must issue appropriate LSRs first (if directed to do so per the Decision Chart below) followed by opening a Call Center escalation ticket. Restoral requests received prior to new LSR issuance will not be accepted, excludes Qwest Retail restorals.
- Standard intervals must be used when submitting LSRs, CSIE will expedite due date appropriately for restoral
- Expedited restoral requests must be requested within 24 hours, extending into the next business day, following the LSR completion date. Restoral requests received after 3 PM will be considered next business day work activity; this includes restoral requests received after 3 PM on Saturday based on the SIG (except for DSL)."
- Service being restored must be the same type of service with same features, same TN's, etc. as was previously provisioned. Full or partial restorals are acceptable.
- Qwest will reuse facilities when the facilities are available for the restoral.
- All applicable recurring and non-recurring charges will apply, based on order completion and physical work that was completed or needs to be completed to restore service. Retail practices will apply when restoring Qwest Retail accounts.
- When a restoral involves two CLECs, it is up to you and the old CLEC to coordinate and agree upon an expedite, prior to opening up the Call Center Escalation ticket(s).
- Expedite charges may apply based upon individual interconnection agreements, state tariffs or SGATS.

The following **Order Type Scenario's** are included in this restoral process:

1. Resale / UNE-P T & F, same CLEC
2. Resale to UNE-P Conversion as is, same CLEC
3. Resale to UNE-P Conversion as specified, same CLEC
4. UNE-P to Resale Conversion as is, same CLEC
5. UNE-P to Resale Conversion as specified, same CLEC
6. Resale / UNE-P Migration to new CLEC with move via single LSR
7. Resale to UNE-P Conversion as is, to a new CLEC
8. Resale to UNE-P Conversion as specified, to a new CLEC
9. UNE-P to Resale Conversion as is, to a new CLEC
10. UNE-P to Resale Conversion as is, to a new CLEC
11. Qwest Retail to Resale / UNE-P Conversion as is
12. Qwest Retail to Resale / UNE-P Conversion as specified
13. Qwest Retail to Resale / UNE-P Conversion with move via single LSR process

Decision Chart, Scenario's 1-5, Same CLEC		
IF	AND	THEN
Conversion, Migration and/or Move Service Order has completed	You want full or partial restoral of previous service	<ul style="list-style-type: none"> • Issue Restoral Request LSR as appropriate based on order scenario and order completion, such as a New Connect, Change or Conversion with or without move, Transfer of Service or Disconnect • Follow expedite procedures

Decision Chart, Scenario's 6-10, To a New CLEC		
IF	AND	THEN
Conversion, Migration and/or Move Service Order has completed	You want full or partial restoral of previous service	<ul style="list-style-type: none"> • Either the end-user, or the new CLEC and the end-user must contact the old CLEC's Customer Contact Center and request that the end-user's service be re-established as previously provisioned for the old CLEC on Resale or UNE-P service • Old CLEC must follow expedite procedures • Old CLEC will issue Restoral Request LSR as appropriate based on order scenario and order completion, such as a New Connect, Change or Conversion with or without move • New CLEC must follow expedite procedures • New CLEC will issue Disconnect LSR if required based on order scenario and order completion • Old and new CLECs will coordinate their order activity • Contact your Qwest Service Manager if you require assistance with old CLEC contact

Decision Chart, Scenario's 11-13, Conversion from Qwest Retail to New CLEC		
IF	AND	THEN

Conversion, Migration and/or Move Service Order has Completed	You want full or partial restoral of previous service	<ul style="list-style-type: none"> • Contact the CSIE Center at 866-434-2555 • Open an Escalation ticket • Request a warm transfer to the CSIE Tier 1 support group • Place a verbal Restoral Request for Previous Retail Service, full or partial restoral • CSIE will advise you if a new LSR will need to be issued by you • If a new LSR is needed and is not issued within 2 business hours, the escalation ticket will be closed. If this occurs, the CLEC must start the expedite process again once the LSR has been issued as directed.
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Escalations

Escalations are a request for status or intervention around a missed critical date such as:

- Plant Test Date (PTD)
- Due Date (DD)
- Ready For Service (RFS)

Qwest's Service Centers pro-actively escalate any critical dates in jeopardy and will notify you. If, however, you find it necessary to initiate an escalation, call the assigned Qwest Wholesale Center Representative at one of the numbers listed in the Expedites section for assistance. Regardless of how initiated, by you or internally, Qwest escalation roles and responsibilities can be summarized as:

- Qwest Wholesale Center Representatives
Local Service Request (LSR) or Access Service Request (ASR) escalations related to Rejects/Delayed orders, critical dates and Firm Order Confirmations (FOC).
- Qwest Service Manager
Involved only after normal processes fail to resolve the escalation to your satisfaction. Evaluates the situation based on commitments managing associated resolution activities.
- Qwest Senior Service Manager/Director
Involved only when the Service Manager's efforts are unsuccessful. Provides direction to those working the issue, partnering with Center Coaches and Team leaders.
- Qwest Senior Director/Vice President
Contacted for direction and/or assistance for those working the escalation, providing timely status updates back to the prior level and you directly.

Escalations - Maintenance and Repair

At your discretion, you may initiate an escalation of your trouble report through our electronic interface Customer Electronic Maintenance and Repair (CEMR) or by calling either the Qwest Wholesale Repair Center for Unbundled Network Elements (UNEs) and Complex services or the Repair

Call Handling Center (RCHC) for Plain Old Telephone Service (POTS) and Non-Complex services. Refer to our [Maintenance and Repair Overview](#) for additional information. You will be referred to [Held, Escalated & Expedited Tool \(HEET\)](#) for ongoing status if your service was requested on an ASR.

Escalations - Technical Escalation Process

Additional information about the Technical Escalation Process can be obtained from Qwest's [Operations Support Systems General Information](#).

Note: Occasionally, your end-user may find their way to the Qwest Wholesale Center or Qwest Service Manager and our Wholesale Center Representatives will explain that you are our customer and direct them to you for assistance.

Should you have questions, or need additional information related to the expedite or escalation processes defined above, contact your [Qwest Service Manager](#) for assistance.

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Training

Local Qwest 101 "Doing Business with Qwest"

- This introductory web-based training course is designed to teach the Local CLEC and Local Reseller how to do business with Qwest. It will provide a general overview of products and services, Qwest billing and support systems, processes for submitting service requests, reports, and web resource access information. [Click here to learn more about this course and to register](#).

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Contacts

Qwest contact information is located in [Wholesale Customer Contacts](#)

Expedites and Escalations

- Local Service Requests (LSRs)

Wholesale Center			
Tier	Responsibility	Activity	Contacts
Tier 1	Customer Service Inquiry and Education Center (CSIE)	First point of contact for CLECs	866-434-2555
Tier 2	Subject Matter Expert (SME), Team Leaders, Team Coaches	Respond to issues not resolved at Tier 1	800-366-9974

Tier 3	Appropriate Qwest Service Manager	Respond to issues not resolved at Tier 2	Service Manager
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A call center ticket is opened on every call into the CSIE Center. Upon resolution of the ticket a close code is assigned to the ticket. Upon request the close code is provided to you. Should you disagree with the codes used to close the ticket you will use the escalation process. For a list of the close codes used at the CSIE level see the Call Center Database Ticket Reports section of the [Ordering Overview PCAT](#).

- Access Service Requests (ASRs)

Products & Services	Contacts	Fax
All	800-244-1271	800-335-5680

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Frequently Asked Questions (FAQs)

This section is currently being compiled based on your feedback.

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Last Update: July 24, 2006

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WHOLESALE

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Products & Services

Local Business Procedures

▶ [View More Local Resale Non-Facility Based Business Procedures](#)

▶ [View More Local Interconnection Facility Based Business Procedures](#)

Local Business Procedures

Ordering Overview - V134.0

[History Log](#)

Description

Qwest offers various ordering methods to submit service requests for your Unbundled Network Elements (UNEs), Resale or Interconnection products and services with functions that include, but are not limited to, the following:

- Submitting service requests electronically or manually
- Preparing a service request
- Requesting Design Layout Records (DLR)
- Relating service requests and managed projects
- Submitting a service request
- Editing errors and rejections
- Issuing supplements and/or cancels
- Acknowledging receipt of your service request
- Monitoring the status of your service request

The matrix below groups Qwest Wholesale Products and Services by the various forms used to submit service requests. Since Ordering functions vary by individual product and service, refer to specific documentation in the [Wholesale Products and Services](#) Web pages.

Qwest's Wholesale Products and Services Submitted on Local Service Ordering Guidelines (LSOG) forms

- | | |
|--|--|
| <ul style="list-style-type: none"> • Centrex and Centrex 21 • Digital Subscriber Line (DSL) see Qwest DSL Resale • Directory Listings • Integrated Services Digital Network (ISDN)- Basic Rate Interface (BRI) • Loop Splitting (Unbundled Loop sharing) • Network Interface Device (NID) • Interim Number Portability (INP)/ Local Number Portability (LNP) • Resale Centrex and Centrex 21 | <ul style="list-style-type: none"> • Unbundled ISDN- Primary Rate Interface (PRI) DID/ PBX/ DOD Facility/ Trunk Member • Unbundled Switch Trunk-side Facilities • Unbundled Switching Line/ Trunk-side Facilities • Unbundled Digital Line-side Switch Port (DLSP)- BRI ISDN Capable • Unbundled Distribution Loop • Unbundled Distribution Loop with INP/ LNP • Unbundled Feeder Loop • Unbundled Local Loop • Unbundled Local Loop DLSP/ Asymmetrical Digital |
|--|--|

- | | |
|---|--|
| <ul style="list-style-type: none"> • Qwest DSL Resale • Resale Designed Trunks (Exception: Direct Inward Dialing (DID) one-way incoming trunk) • Resale DID In Only Trunks • Resale Digital Switched Services (DSS) • Resale Frame Relay • Resale ISDN-BRI • Resale Public Access Line (PAL) • Resale Private Branch Exchange (PBX) for Plain Old Telephone Service (POTS) - Non-Designed trunks • Resale POTS • Resale Private Line • Resale Single Line see Resale ISDN-BRI • Shared Distribution Loop • Shared Interoffice Transport • Shared Loop (Line Sharing) • Unbundled DID/ PBX/ Direct Outward Dialing (DOD) Facility/ Trunk Member | <ul style="list-style-type: none"> • Subscriber Line (ADSL) Capable • Unbundled Local Loop Split • Unbundled Local Loop with INP/ LNP • Unbundled Local Sub-Loop • Unbundled Local Switching (Port) • Unbundled Packet Switching (UPS) • Unbundled Switch DLSP/ Analog Line Side Switch Port (ALSP) • Unbundled Switch Digital/ Analog Trunk Facilities • Enhanced Extended Loop (EEL) • UNE Combinations • Unbundled Network Element-Platform (UNE-P) Centrex and Centrex 21 UNE-P Centrex 21 Split • UNE-P DID Trunks • UNE-P DSS • UNE-P ISDN-BRI • UNE-P Line Splitting • UNE-P PBX Analog Trunks • UNE-P PBX Designed Trunk Split • UNE-P PRI • UNE-P POTS • UNE-P POTS Split |
|---|--|

**Qwest's Wholesale Products and Services
Submitted on Access Service Ordering Guidelines (ASOG) Forms**

- | | |
|--|--|
| <ul style="list-style-type: none"> • Data Base Services • Digital Data Services (DDS)- Private Line Transport Service (PLTS) for Access • Feature Groups A/B/C/D, Service Access Code (SAC), NXX, Local Trunking • Hi-Cap Facilities (Digital Signal level 1 (DS1), Digital Signal level 3 (DS3), etc.) • Jointly Provided Switch Access- Feature Groups A/ B/C/D (Meet Point Billing) • Local Interconnect Services (LIS) • Local Tandem Switching • Private Line see PLTS for Access | <ul style="list-style-type: none"> • PLTS • Self Healing Network Services (SHNS) • Signaling System 7 (SS7) Links • Synchronous Service Transport (SST) • Unbundled Dark Fiber (UDF) • Unbundled Dedicated Interoffice Transport (UDIT) • Unbundled Multiplexer • Unbundled Signaling Transfer Points (STP) Port • Wireless Interconnect Services Type 1 • Wireless Interconnect Services Type 2 |
|--|--|

Submitted on Special Forms

- Collocation and Remote Collocation
- Poles, Ducts and Right of Way
- Central Office- Automatic Call Distribution (CO-ACD) Service

Interconnect Mediated Access (IMA) functions described in this section do not apply to Wholesale Interconnection Products and Services (e.g., LIS, UDF, and UDIT). Refer to individual [Wholesale Products and Services](#) to identify requirements for services ordered on ASOG forms.

Complete details on Qwest's IMA Ordering functionality can be found in the [IMA User's Guide](#).

Qwest's Service Interval Guidelines are defined in the [Service Interval Guide \(SIG\)](#).

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Implementation

Product Prerequisites

Qwest offers various methods to submit service requests. Electronic access can be accomplished three different ways:

- **Dial-up capability** - Log on to Qwest's ordering systems from your local computer.
- **Direct connection via a dedicated circuit (IMA Extensible Markup Language (XML) or EXACT)** - Recommended for Competitive Local Exchange Carriers (CLECs) generating large volumes with more than 50 staff members accessing ordering systems.
- **Web Access** - Access IMA and other Qwest Graphical User Interface (GUI) tools from your desktop computer.

Requirements for accessing Qwest's ordering systems are defined in the [New Customer Questionnaires](#), the [Qwest Interconnect OSS Electronic Access](#) Web Site, and the [Operations Support System Checklist](#). Contact your Qwest Service Manager if you need additional information.

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Submitting Service Requests Electronically or Manually

- **Qwest Online Request Application (QORA)**
Allows you to use a Graphical User Interface (GUI) to electronically submit ASRs to request trunking and facilities between you and Qwest for LIS, interstate and intrastate-switched access, and PLTS offered for the origination and/or termination of inter-exchange traffic. Refer to the [Qwest Interconnect OSS Electronic Access](#) Web Site for additional information.
- **IMA GUI or EDI Interface**
IMA allows you to submit service requests via a web based GUI or EDI. To access the IMA Ordering functions you need to be properly set up and complete a Personal Profile. Refer to the [IMA Connection Guide](#) for information.
- **Facsimile for Non Electronic Interface CLECs**

If you do not have access to Qwest Electronic Interface Tools, you may submit your service requests to Qwest via facsimile. Refer to the [Contact section](#) at the end of this document for a list of Qwest service centers.

Bulk Request to Create (BRC)

You have the option to send bulk requests to disconnect, suspend, or deny up to 100 POTS accounts via a single request. The requests, called Bulk Request to Create (BRC), are submitted via IMA GUI only. IMA accepts the BRC and mechanically creates multiple LSRs (one LSR for each account) from it. BRC submissions are limited to 1000 accounts within any 60 minute period (ex. 10 BRCs containing 100 accounts each, or 20 BRCs containing 50 accounts each).

Bulk requests apply at the account level and are valid for full account activity only. Multiple account activities are not allowed on a single BRC (i.e. disconnect and suspend). All accounts will be disconnected, for instance, when the requested activity is D (Disconnect). If other activities are desired for some accounts they should be submitted on individual LSRs or as a separate request on another BRC.

Once a BRC is accepted by IMA it cannot be supplemented. Supplemental activity must be submitted on individual LSRs.

Bulk Request is not valid for requesting to place a Qwest HSI account on Seasonal Service. Refer to the [Qwest Commercial HSI PCAT](#) for further information.

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Service Request Preparation

Qwest specific forms and field entry requirements are identified in the [LSOG](#) and the [ASOG](#).

For users on IMA version 18.0 or newer, you have the ability to select features available to your end-user based on the NPA/NNX (area code and pre-fix) from the Resale or Port Services forms. The appearance of USOCs in the feature list does not imply they are all available for the specific service requested on your LSR. The appearance of the USOC in the feature list simply means they are available in the switch. Follow the LSOG rules for ordering desired products and features.

When adding, changing or removing features, e.g., Call Forwarding, Voice Mail, or Hunting, you should review the entire Customer Service Record (CSR) for impacts to all lines on the account. You are responsible for adding, removing, and changing all appropriate Universal Service Order Codes (USOCs) on the applicable LSOG or ASOG form.

Different features have different compatibility and restriction rules. You can find the specific rules for features in each individual feature PCAT. Currently Qwest's systems do not provide editing for every possible scenario in which features may be ordered. As a result, the order could be errored back to the provisioning center to have the order corrected. The provisioning center will follow the non-fatal error process. If a response is not received within the time frame allowed, the entire order could be cancelled and the LSR rejected. If your request is handled manually, you will receive a reject if you order features or services that are not compatible. In many cases, the individual feature PCATs may indicate a feature is dependent on another feature. Qwest may add the dependant feature to the service order, if the individual feature

PCATs indicate that Qwest will add the dependant feature. Qwest will notify you of the change by using the PIA field on the FOC. The preferable recommendation is for the CLEC to add the appropriate features to the LSR prior to submitting the request. For feature information, refer to [Resale Features](#), [Unbundled Network Elements Platform \(UNE-P\) - Features](#) or the Optional Features section of [Qwest Platform Plus™ \(QPP™\) - General Information](#).

If the recap function is used to automatically populate or pull data into the CSR, the Desired Due Date (DDD) field must be populated with a valid due date per SIG guidelines. If the recap function is used and you enter an invalid DDD, you will receive an error. To resolve the error, enter a valid due date per the SIG in the DDD field and perform the recap function again to capture updates to the feature and feature detail section of the CSR from the Virtual CSR (VCSR).

If, during your review of the CSR, you identify incorrect information, there are two options available to resolve the discrepancies:

1. Enter a "Y" in the Manual Indicator field of the Local Service Request (LSR) and explain the discrepancies in the Remarks field, e.g., Conversion as Specified, end-user added fifth line 612 253-1234 on 6/29/02 - CSR only shows four lines.
2. Prior to LSR submission, open an escalation ticket with the Customer Service Inquiry and Education (CSIE) (telephone number 866-434-2555 or fax 888-796-9089). If this option is selected, you should recognize that the ticket may still result in a manually handled request because Qwest may not be able to provide a current CSR in time to meet your needs.

If the CSIE identifies incorrect information on the CSR during LSR processing, a record order will be issued to correct the CSR and the corrections will be reflected on the VCSR prior to issuance of any orders supporting the LSR. Information regarding the CSR correcting record order will not be included in the Firm Order Confirmation (FOC) for the LSR, but will appear on the CSR owner's Completion Report.

A valid service address is required on all service requests. You should confirm that your end-user's address is valid, serviced by Qwest and matches exactly in Qwest's address database before entering the information in the address fields of the End User Form. Qwest's address validation system requires an exact match and is formatted to comply with U.S. Postal Standards. For existing Telephone Number (TN) based services, service address information may be represented on the account CSR as a Listed Address (LA) or Service Address (SA). When LA and SA are both present on the account CSR, use the SA information for Pre-Order Address Validation and End User Form address field population. SA represents the physical address where service is located. When only LA is present, it represents your end-user's Listed Address and Service Address and is the address used to validate the service address in Qwest's database. In either case, the service address must match exactly what is in the Qwest address database. If your end-user wants a listed address that is formatted differently from the address on the EU form, please submit a Directory Listing form.

If call blocking currently exists on a CSR and you are requesting additional blocking, Qwest will process the requested blocking activity and retain existing blocking options unless you request that the current blocking be removed or changed. To add new blocking options and change or remove existing blocking options ordered using the Blocking Activity (BA) and BLOCK fields, you may submit a request with BA = E (end state of the account) and identify the blocking activities that are to appear on the account in the BLOCK field. For additional information regarding blocking activities, refer to the [Blocking Job Aid](#).

A regrade is when you change your end user's service from Residence (RES) to Business (BUS) or vice versa. A regrade is not a product change but it is a change in service classification. For example, a RES Resale POTS change to BUS Resale POTS is an appropriate regrade, however, a RES Resale POTS change to BUS Resale Centrex is not a regrade because this represents a product change. A service regrade must stay within the same product classification. Regrades can also be performed in conjunction with conversion activity (see Consolidation Matrix). For information regarding how to order regrades for POTS (Resale and UNE-P/QPP), and how to convert and regrade download the [Regrading Service](#) document.

When ordering 4-wire finished services, two terminations are required for the connection when terminating into a collocation space. Qwest Engineering uses consecutive terminations using the 2-wire termination, you provide as the transmit pair to the end-user, and your next consecutive 2-wire termination for the receiving transmit into the Collocation space. To prevent a delay, submit a termination that also has a consecutive spare termination. If two consecutive terminations are not available, a busy facility jeopardy code is assigned and your service request is returned so you can correct the Connecting Facility Assignment (CFA) for the consecutive terminations. Impacted Wholesale products and services include:

- ISDN - PRI
- DDS
- Hi-Cap Facilities (DS1, DS3, etc.)
- LIS
- Local Tandem Switching
- Private Line see PLTS for Access
- PLTS
- SHNS
- SS7
- SST

After reviewing the CSR, if all lines on the account are being addressed with a Line Activity (LNA) of D on the LSR then the Activity Type (ACT) for the LSR must also be a D. In the case of a single line account the LNA will be D and ACT must also be D.

Refer to individual [Wholesale Interconnection Products and Services](#) Web pages for specific ordering information and LSOG and ASOG requirements.

Consolidations and Deconsolidations

Consolidations and Deconsolidations are also known as Account Rearrangements. One LSR may be submitted to consolidate accounts under the conditions bulleted below. Consolidation may be combined with a conversion or a move, but all three activities cannot be done on one LSR. Multiple LSRs may be required if you wish to move, convert and consolidate at the same time.

- Consolidation is from Qwest Retail POTS, Resale, UNE-P/QPP POTS, or UNE-P/QPP Centrex 21 to Resale POTS, UNE-P/QPP POTS, Resale Centrex 21 or UNE-P/QPP Centrex 21
- The end state will be the same product on the same account for the same end user and the same service location
- There are no more than 20 Account Numbers on the LSR
- The working telephone number (WTN) that will function as the main TN is placed on the LSR (see matrix for specifics)
- The LSR is marked for manual handling (MAN IND = Y)

The following matrix identifies how a request should be submitted for

consolidation of an existing account.

The matrix provides guidelines for typical scenarios not covered elsewhere and is not intended to be all-inclusive (Note: Not Applicable (NA) is used within this matrix): Download [Consolidation Matrix](#).

The process to deconsolidate a single account into two accounts (the end result being the current account plus one new one) using one LSR is only available if the end result involves like products and services and the end-user address is not changing. If deconsolidation of an account involves splitting an existing account into more than two accounts, there must be a separate LSR issued for each additional new account established. The LSRs should be related via a Related Purchase Order Number (RPON) and the Manual Indicator field must be populated with "Y".

The Batch Hot Cut (BHC) Process permits you to migrate existing analog services (e.g., Qwest Retail, Unbundled Network Element - Platform (UNE-P), or Resale) to Unbundled Local Loops (2-Wire or 4-Wire analog voice grade) in a batch mode if the current facilities can be reused. The BHC Process is also available to convert a line splitting arrangement, using UNE-P or Qwest Platform Plus (QPP) lines, to a loop splitting arrangement. Refer to the [Batch Hot Cut Process](#) for additional information.

Outside Moves

Full moves occur when all services on an account are moved from an existing address to a new address. For ordering information regarding full moves, refer to the [LSOG](#).

For full moves (ACT = T) of certain products, you have the option of requesting that the service at the old address not be disconnected until the service at the new address is working. If you wish to exercise this option, you must set the Manual Indicator to "Y" on your LSR and add information in the Remarks section stating that the service at the old address is not to be disconnected until the service at the new address is working.

- For IMA Release 18.0 and Higher, you must populate the DFDT field with "XX" on your LSR. No remarks are necessary.

This option is only applicable to the following Non-Designed business products:

- UNE-P POTS
- RESALE POTS
- UNE-P POTS SPLIT
- RESALE CTX 21
- UNE-P CTX 21
- RESALE PAL
- UNE-P CTX 21 SPLIT

Also, this option is only available if the following conditions are met:

- Business customers only.
- Same due date for the To (T) and From (F) order
- TN on the T and F orders remains the same.
- The orders must require dispatch

Note: the Implementation Contact must be someone (live contact) with whom we can work any unforeseen issues regarding the pending disconnect.

For full moves (ACT = C, LNA of T) Resale, UNE-P and QPP Centrex Plus/

Centron products, you have the option of requesting that the service at the old address not be disconnected until the service at the new address is working. If you wish to exercise this option, you must add FDT XX information in the Remarks section of the LSR form and mark for manual handling.

This option is only available if the following conditions are met:

- Business customers only.
- Same due date for the To (T) and From (F) order (i.e., Desired Due Date Out (DDDO), if used, must equal Desired Due Date (DDD))
- TN on the T and F orders remains the same.
- The orders must require dispatch

Centrex requests not meeting these criteria will be rejected.

Partial moves occur when one or more of the services on an account are moved to a new address and one or more of the services remain at the existing address. You can request a partial move on one LSR. An example of a partial move is an end-user that has four lines and wants to move two to a new address and retain the other two at the existing location. Partial move orders can be issued as follows:

Product Categories	Activity Types (LSR Form ACT Field)	LSR Requirements
<ul style="list-style-type: none"> • Resale Centrex 21 • Resale BRI-ISDN • UNE-P Centrex 21 • UNE-P BRI-ISDN 	<ul style="list-style-type: none"> • If account already belongs to CLEC, ACT = T. (Note: If the LSR is submitted with an ACT = N, it will be accepted). • ACT = V should be used if LSR is being submitted for the purpose of combining a migration/ conversion, with a move. 	<ul style="list-style-type: none"> • CLEC sets Manual Indicator to "Y" • CLEC must provide all information necessary to provision the service at the new address in the end-user section of the LSR. • Provide specific information in REMARKS (including information that this is a partial move, leave remaining TN(s) XXX-XXX-XXXX on existing account, and indicate the new Billing Telephone Number (BTN) if applicable)

<ul style="list-style-type: none"> • Resale - Local Exchange Services, Business and Residence POTS • UNE-P POTS • UNE-P POTS Split 	<ul style="list-style-type: none"> • ACT=T • LNA = N 	<ul style="list-style-type: none"> • Populate Partial Move Indicator (PMI) with "Y"
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See [Migrations and Conversions](#) Business Procedure for moves with migrations activity.

Activity Types - ASR

Following is a chart to help you determine the appropriate Activity Type (ACT) entry when submitting your ASRs. A supplement to cancel and reissue the ASR is required when a change to the ACT type is necessary on an ASR that has been submitted to Qwest.

Activity Type	Type of Order
N	New installation or increase in capacity
D	Disconnection or decrease in capacity
	Note: (increase or decrease in capacity refers to trunking requests.)
M	Inside move within the same building (excludes Deregulated Inside Wiring and Multipoint)
T	Outside move of end user (moving to a different building) where BAN, NC, ACTL and ECCKT remain the same (not allowed on FG, LIS, WIS, or Multipoint)
R	Administrative Changes (excluding a BAN change)
C	Adding, removing or changing:
NOTE: Requests with C activity type are not allowed if the change requested requires a change to the circuit ID. For example, an ACTL change on a multiplexed facility, or an optional feature change requiring a change in the circuit ID. Qwest requires a disconnect and new install order to accomplish this type of change.	<ul style="list-style-type: none"> • High Voltage Protection • Telecommunications Priority Service (TSP) • SHARP & SHARP Plus • Diversity and Avoidance • Option Activation • Cross Connect • Deregulated Inside Wiring • Frame & format change • Options changes • SST Reconfiguration • Retagging a Circuit • Translations Changes <p>CFA Changes</p> <ul style="list-style-type: none"> • A CFA change that does not change the end user location address (ACTL CLLI may or may not change)

Additional information is available in the current ASOG for these entries and for specific requirements for Multipoint, RING and Virtual Connection requests.

Requesting DLR - LSR

The IMA DLR function automates the manual process of requesting a DLR so you can view, retrieve and print Design Layout Records at your desktop. More details related to accessing Design Layout Records in IMA can be found in the [IMA User's Guide](#).

Requesting DLR - ASR

To request a DLR for products ordered on the ASR, a Design Routing Code (DRC) is required. This allows you receive your DLR electronically (e.g., fax, computer, e-mail or view it on line). If you do not currently have a DRC established with Qwest, contact your Service Manager for information.

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Relating Service Requests and Managed Projects

Related service requests and/or projects are defined as "any request for service by a single CLEC resulting in the issuance of multiple service requests that must be worked simultaneously for the request to be completed". If the related service requests constitute a project, each service request must have an assigned Project ID and a Project Manager/Coordinator monitoring the project. The Project ID is entered in the "PROJECT" field on the LSR form. A designated Single Point of Contact (SPOC) will coordinate the project and your Qwest Service Manager will work with you to negotiate the project on an individual case basis. If the related service requests do not constitute a project, the Qwest CSIE will coordinate processing of the requests. If a Qwest technician must be dispatched for premises or non-premises work associated with the related service requests, the dispatch appointment must be arranged by the CSIE.

LSRs can be related for varying reasons, which can be due to either Qwest processing requirements or when you choose to RPON two or more LSRs for your own records. Qwest's definition of an RPON for provisioning purposes is two or more LSRs related together and due the same day and worked by Qwest at the same time. CLECs can submit RPON'd LSRs at different times, however, different action is taken by Qwest depending upon the timeframes in which the RPON'd LSRs are submitted. In most cases, Qwest can work the related LSRs independently of each other so if one were sent back to you by either a Reject or an Error Notification the others could still be processed.

For LSRs that are RPON'd and received at the same time as defined above and a fatal or non-fatal error condition exists on one or more of the RPON'd orders, all of the RPON'd orders will be sent back to you for correction including the situation where one LSR is dependant on the other to complete. Following are a couple of examples:

- An LSR is received to establish brand new service (ACT=N) and a second LSR is received to move an existing CLEC service from another address to be an additional line at the new service address (ACT=T). The additional line will be billed on the same bill as the first line. The LSR for new service (ACT=N) is sent back to you for correction, the second LSR (ACT=T) is dependent on the first and must therefore also be sent back.
- Another situation is when several related LSRs for the same end-user customer are received the same day and are due dated for the same

day. If one LSR is sent back to you for correction, the others will also be sent back.

Both of the situations described above require all LSRs to be SUP'd. If only one LSR had an actual error and the others were returned to you because of being related to the LSR with the error condition, but the due dates will not change, then all LSRs should be resubmitted with a SUP Type 3 on them. If the due dates are impacted, the LSR with the actual error condition would be resubmitted using SUP Type 3, and the other related LSRs must be resubmitted with a SUP Type 2.

If an error condition is identified on a RPON'd LSR that was not submitted at the same time as the other RPON(s) described above, Qwest will only send a fatal reject, non-fatal error or jeopardy notice on the LSR that has the error condition. It is the CLEC's responsibility to determine if additional action is required on the other related LSR(s) and send in the appropriate supplement (i.e., Supp Type 1, 2, or 3 correction,) if required.

Applicable reject codes as defined in the Error and Rejection Notifications section of this document are used along with remarks for the LSR with the actual error. In the case of an error notification the LSRs follow the process as outlined in the Error and Rejection Notifications section mentioned below.

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Submitting a Service Request - IMA

Once all the forms are completed, the Order Submit Confirmation screen enables you to view basic information and submit your service request. IMA alerts you to some errors on the various forms prior to submitting your service request. Return to the LSOG information, select the form(s) to make the necessary changes, and submit your service request. Additional information related to submitting a service request can be found in the [IMA User's Guide](#).

After a service request has been submitted via IMA, specific product categories are eligible for system Flow Through. Note: Local Service Requests submitted during known system maintenance windows are not eligible for flow through. The product categories, activity types, and exceptions to Flow Through eligibility are as follows:

Product Categories	Activity Types (LSR Form Activity (ACT) Field)	Exceptions to Flow Through (Exceptions apply to all versions of IMA except as noted)
Unbundled Local Loop	<ul style="list-style-type: none"> • Conversion as Specified (ACT V) • New Installation (ACT N) • Disconnect (ACT D) • Outside Move (ACT T) 	<ul style="list-style-type: none"> • CLEC sets manual handling indicator • Supplemental Orders (SUP Type 3 - Other Change) if pending orders exist against same PON and CCNA combination • Expedites • LSR Quantity > 20 ACT "V", "N", "T", and "D" • LSR Quantity > 10 ACT "T" and "D" • Government Account (Type Of Service (TOS))

3)

- Pending orders ACT "V", "N" and "T" (actual or indicated by CLEC)
- Related Requests (RPON) or Related Order (RORD))
- Partial conversion on accounts with multi-line hunting
- Partial move on accounts with multi-line hunting
- CLEC sets Address not in Database indicator (e.g., New Construction (NCON) field
- Conversion to existing account (CLEC sets Migration Indicator (MI) to "B" or "D")
- Border Towns
- ADSL Compatible Loop ACT "V" and "T"
- ISDN BRI Capable Loop ACT "V" and "T"
- xDSL-I Capable Loop ACT "V" and "T"
- DS1 Capable Loop ACT "V" and "T"
- Optical Carrier level n (OCn) Capable Loop ACT "V", "N" and "T"
- DS3 Capable Loop ACT "V" and "T"
- Any LSR that is eligible for rejection
- Partial conversion LACT = "N"
- Unable to determine Rate Zone
 - NPA NXX is associated to more than one Qwest central office (e.g., number pooling)
 - Distance based states (rate zones based on distance and density from the wire center) refer to the [Geographic Deaveraging PCAT](#) for specific states
- Additional orders issued against an account where a pending disconnect order exists
- Desired Due Date greater than 90 days (only applies in

		<p>Washington and Oregon)</p> <ul style="list-style-type: none"> Invalid CSR Data
Unbundled Local Loop with LNP	<ul style="list-style-type: none"> Conversion as Specified (ACT V) Conversion as Specified No Directory Listing (ACT Z) 	<ul style="list-style-type: none"> CLEC sets manual handling indicator Supplemental Orders (SUP Type 3 - Other Change) if pending orders exist against same PON and CCNA combination Expedites LSR Quantity >20 Government Account (TOS 3) Pending orders (actual or CLEC specified) Related Requests (RPN or RORD) Partial conversion on accounts with multi-line hunting Partial move on accounts with multi-line hunting Conversion to existing account (CLEC sets MI to "B" or "D") Border Towns DS1 and DS3 compatible Loop ADSL Compatible Loop ISDN Basic Rate (BRI) Capable Loop xDSL-I Capable Loop Complex product (non-POTS) porting Any LSR that is eligible for rejection Partial conversion LACT = "N" Unable to determine Rate Zone <ul style="list-style-type: none"> NPA NXX is associated to more than one Qwest central office (e.g., number pooling) Distance based states (rate zones based on distance and density from the wire center) refer to the Geographic Deaveraging PCAT for specific states Same CLEC to CLEC conversion when LEFV is present

		<ul style="list-style-type: none"> • Additional orders issued against an account where a pending disconnect order exists • Desired Due Date greater than 90 days (only applies in Washington and Oregon) • Invalid CSR Data
Line Sharing	<ul style="list-style-type: none"> • ACT = C, LNA = "C" or "D" 	<ul style="list-style-type: none"> • CLEC sets manual handling indicator • Supplemental Orders (SUP Type 3 - Other Change) if pending orders exist against same PON and CCNA combination • Pending orders (actual or CLEC specified) • Related Request (RPON or RORD) • Expedites • Border Towns • Any LSR that is eligible for rejection • Unable to determine Rate Zone <ul style="list-style-type: none"> ◦ NPA NXX is associated to more than one Qwest central office (e.g., number pooling) ◦ Distance based states (rate zones based on distance and density from the wire center) refer to the Geographic Deaveraging PCAT for specific states • Same CLEC to CLEC conversion when LEFV is present • Additional orders issued against an account where a pending disconnect order exists • Desired Due Date greater than 90 days (only applies in Washington and Oregon) • Invalid CSR Data

LNP	<ul style="list-style-type: none"> • Conversion as Specified (ACT V) • Conversion as Specified No Directory Listing (ACT Z) 	<ul style="list-style-type: none"> • CLEC sets manual handling indicator • Supplemental orders (SUP Type 3 - Other Change) if pending orders exist against same PON and CCNA combination • Expedites • LSR Quantity > 20 • Government Account (TOS 3) • Complex products (non-POTS) • Pending Orders (actual or CLEC indicated) • Related Requests (RPON or RORD) • Partial conversion on accounts with multi-line hunting. • Conversion to existing account (CLEC sets MI to "B" or "D") • Any LSR that is eligible for rejection • Same CLEC to CLEC conversion when LEFV is present • Additional orders issued against an account where a pending disconnect order exists • Desired Due Date greater than 90 days (only applies in Washington and Oregon) • Invalid CSR Data
Resale - Local Exchange Services, UNE-P - POTS and UNE-P - Centrex 21	<ul style="list-style-type: none"> • Conversion as is (ACT W) • Conversion as specified (ACT V) • Conversion as Specified No Directory Listing (ACT Z) • Change (ACT C) • New Installation (ACT N) • Disconnect (ACT D) • Outside Move (ACT T) • Restore (ACT B) • Suspend (ACT L) 	<ul style="list-style-type: none"> • CLEC sets manual handling indicator • CLEC sets Conversion in Progress indicator (IMA versions 14.0 and post 14.0 LSRs only) • Supplemental Orders (SUP Type 3 - Other Change) if pending orders exist against same PON and CCNA combination • Expedites • LSR Quantity >20 • Government Account (TOS 3) • Pending Orders ACT "W", "V", "Z", "C", "N", "D", "T", "L", and "Y" (actual or CLEC indicated) • Related Requests (RPON or RORD) • Partial move on accounts with multi-line

- Deny ACT (Y)
 - hunting
 - CLEC sets Address not in Database indicator (e.g., NCON field)
 - Conversions with voice mail rollover
 - Eastern Region: CLEC to CLEC conversions
 - Resale POTS to Resale POTS
 - UNE-P POTS to Resale POTS
 - Central and Western Regions: Conversions with TN changes
 - Telephone number fields populated with placeholders
 - Resale Qwest DSL Carrierless Amplitude Protocol (CAP) to Discrete Multi-Tone (DMT) conversions
 - Conversion to existing account (CLEC sets MI to "B" or "D")
 - Border Towns
 - UNE-P (POTS) only
 - Resale Centrex (Plus, Prime, Centron)
 - Resale Private Line
 - Resale ISDN BRI
 - Resale — PBX Trunk Service
 - Resale - Frame Relay Service (FRS)
 - Resale Remote Call Forwarding (RCF)
 - RCF to Resale POTS
 - Any non-RCF class of service to RCF
 - Resale - PAL Service
 - UNE-P — Centrex (Plus, Prime, Centron)
 - UNE-P - DSS
 - UNE-P - ISDN PRI
 - UNE-P - ISDN BRI
 - UNE-P - PBX Trunks
 - UNE-P - PAL
 - Partial conversion LACT = "N"
 - Any LSR that is eligible for rejection
 - Unable to determine Rate Zone
 - NPA NXX is associated to more than one Qwest central office (e.g., number pooling)
 - Distance based

		<p>states (rate zones based on distance and density from the wire center) refer to the Geographic Deaveraging PCAT for specific states</p> <ul style="list-style-type: none"> • Additional orders issued against an account where a pending disconnect order exists • Hunt Group Type 7 and 17 • Appointment Confirmation Number cannot be validated. (This does not apply to MEL requests.) • Changing Main TN to an additional line TN • Telephone Assistance Plan (TAP) refer to the Resale - General PCAT for more information • Western region - Full conversions of a Retail account with wireless • Desired Due Date greater than 90 days (only applies in Washington and Oregon) • Invalid CSR Data
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Specific products are eligible for system Flow Through when the LSR is canceled (supplemental type 1 request) via IMA. The products, activity types, and exceptions to Flow Through eligibility are as follows:

Products	Activity Types (LSR Form ACT Field)	Exceptions to Flow Through (Exceptions apply to all versions of IMA except as noted)
<ul style="list-style-type: none"> • Unbundled Local Loop • Unbundled Local Loop with LNP • Line Sharing • LNP • Resale-Local Exchange Services — Business and Residence POTS • Resale ISDN 	<ul style="list-style-type: none"> • ALL 	<ul style="list-style-type: none"> • Version of PON prior to Due Date Supplement (or prior to Supp Type 2) is not in an "ISSUED" Status • ACT = N and the AN field is not populated. • For Unbundled Local Loop, Unbundled Local Loop with LNP, Resale Designed Trunks and Resale — DID Analog In Only Trunks: <ul style="list-style-type: none"> ◦ Time prior to the service order due

<p>BRI</p> <ul style="list-style-type: none"> • Resale Centrex Plus and Centron, • Resale Centrex Prime • Resale Centrex 21 • Resale — DID Analog In Only Trunk • Resale Design Trunk • UNE-P - POTS • UNE-P - Centrex 21 		<p>date for the original request is less than 24 hours</p> <ul style="list-style-type: none"> • For LNP, Resale — Local Exchange Services — Business and Residence POTS, Resale ISDN BRI, Resale Centrex Plus and Centron, Resale Centrex Prime, Resale Centrex 21 and UNE-P POTS: <ul style="list-style-type: none"> ◦ Time prior to the service order due date for the original request is less than 24 hours and the Line Activity (LNA) is not equal to 'N' and an appointment is indicated on the Appointment Confirmation (APT CON) field ◦ Time prior to the service order due date for the original request is less than 24 hours and the LNA or the Trunk Activity (DTNRACT or DTKACT) is equal to 'N' • Resale Private Line • Resale — PBX Trunk Service • Resale — FRS • Resale Qwest DSL • Resale ISDN PRI • Any LSR that is eligible for rejection
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Specific products are eligible for system Flow Through when the LSR is requesting a due date change (supplemental type 2 request) via IMA. The products, activity types, and exceptions to Flow Through eligibility are as follows:

Products	Activity Types (LSR Form ACT Field)	Exceptions to Flow Through (Exceptions apply to all versions of IMA except as noted)

<ul style="list-style-type: none"> • Line Sharing • LNP • Resale - Local Exchange Services, Business, and Residence POTS • Resale Centrex Plus and Centron • Resale Centrex Prime • Resale Centrex 21 • UNE-P - POTS • UNE-P - Centrex 21 • Resale Private Line • Resale - PBX Trunk Service • Resale Qwest DSL • Resale ISDN PRI • Resale ISDN BRI • Unbundled Local Loop • Unbundled Local Loop with LNP 	<ul style="list-style-type: none"> • All 	<ul style="list-style-type: none"> • Version of PON prior to cancel is not in an "ISSUED" Status • One or more service orders are completed but the entire LSR has not completed. • Time prior to the service order due date for the original request is less than 1 business day and the values in any of the following fields have been modified: APT CON, DDD Out, Appointment Time (APP Time). • The Desired Frame Due Time (DFDT) field is modified. • Expedites • Resale - FRS • Resale - DID Analog In Only Trunk • Resale Design Trunk • Any LSR that is eligible for rejection • Desired Due Date greater than 90 days (only applies in Washington and Oregon)
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Specific products are eligible for system Flow Through when the LSR is requesting other changes (supplemental type 3 requests) via IMA. The products, activity types, and exceptions to Flow Through eligibility are as follows:

Products	Activity Types (LSR Form ACT Field)	Exceptions to Flow Through (Exceptions apply to all versions of IMA except as noted)
<ul style="list-style-type: none"> • Line Sharing • LNP • Resale - Local Exchange Services, Business, and Residence POTS • Resale Centrex Plus and Centron, • Resale Centrex Prime • Resale Centrex 21 • UNE-P - POTS • UNE-P - Centrex 21 	<ul style="list-style-type: none"> • The activity types outlined for supplemental type 3 requests will mirror the individual product categories listed above in the first flow through eligibility matrix. 	<ul style="list-style-type: none"> • The exception types outlined for supplemental type 3 requests will mirror the individual product categories listed above in the first flow through eligibility matrix. • If Pending orders exist against the same TN or ECCKT referenced on the SUP 3 • If pending orders

<ul style="list-style-type: none"> • Resale Private Line • Resale - PBX Trunk Service • Resale Qwest DSL • Resale ISDN PRI • Resale ISDN BRI • Unbundled Local Loop • Unbundled Local Loop with LNP 		<p>exist against same PON and CCNA combination</p> <ul style="list-style-type: none"> • Previous LSR activity must be in "ISSUED" status
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Submitting a Service Request - Non IMA

If you do not use IMA, submit your service request to the CSIE via facsimile at 888-796-9089. A Confirmation of Receipt is automatically faxed to your machine.

If the appropriate forms or fields are not complete or accurate, your service request will be returned, via a Notice of Rejection, with a full explanation of what is needed to process the service request.

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Error and Rejection Notifications

While Qwest has taken steps to prevent rejections with helpful up-front edits in IMA, it may be necessary to reject your service request if it is incorrect, incomplete, and/or Qwest has an embargoed Central Office.

Three categories of errors and/or rejections are possible when processing your service request:

- **Non-Fatal Errors**

A non-fatal condition occurs when a request is missing data or the request contains conflicting data that is necessary to issue a valid Qwest service order. Any condition not documented as a Fatal Reject reason in the sub-section below and/or that prevents an order from being completed and released, is considered a non-fatal error

When a Non-Fatal Error is identified, an error notice is sent (unless you turn this option off by contacting the Qwest Wholesale Systems Help Desk at 888-796-9102,) advising you that action is required to correct the condition. Examples of Non-Fatal Errors include:

- Missing end-user contact information
- Local Contact (LCON) name, address, or telephone number is invalid. Refer to Qwest's [LCON Process](#) for more information.
- AGAUTH status field shows "N" instead of "Y" with an effective date (usually a typographical error)
- The implementation contact Telephone Number (TEL NO), implementation contact Pager Number (PAGER), alternative implementation contact TEL NO, and alternative implementation contact PAGER fields must contain local or toll-free telephone numbers if the order requires a dispatch.

- o Incompatible features on an account

To resolve the error condition you must submit a supplement correcting the missing or incorrect information within 4-business hours or the LSR will be rejected.

- **Fatal Rejections**

Fatal Rejections, also known as Fatal Errors, are meant to communicate that Qwest does not have enough data, or the correct data, to process your service request. In most instances, IMA will not even allow you to submit your service request if data is missing. When a Notice of Reject is sent, it includes the action you were requesting, the problem(s) encountered and what must happen next on your part. These notifications will be faxed, emailed, or made available in the IMA GUI, or via XML based on the tool you use to submit service requests.

Reject Codes and associated reasons:

Reject Code	Reject Description
LSR LEVEL	
801	Account not in Qwest local exchange territory
802	Cannot issue supplement when one or more service orders are completed from the original LSR
803	Cannot mix measured and non-measured lines on same Account
804	Cannot mix contracted and month to month service on same account
805	Change activity is not allowed unless the CLEC owns the account
806	Circuit not active for disconnect request
807	CLEC name and RSID/ZCID do not match on LSR
808	Conversion or Disconnect request fails to address all telephone numbers on account, or on Centrex Department, or DPA
809	Invalid REQ Type/COS combination
810	Local Service Freeze in place ? no pending order to remove
811	LSR involves multiple Account Telephone Numbers
812	LSR requests work on non-working account
813	No response to Customer Jeopardy after 10 business days for disconnect activity and 30 business days for all other activity
814	No response to C05 or SX Jeopardy from CLEC 30 business days after the request for additional info NOTE: Process has changed to Reject after 4 business hours for Error Notification Identified After an FOC. Refer to Error/Reject Notice Matrix that follows.
815	No response to Error Notification within 4 business hours
816	No valid address in Facility Check, no response from CLEC 4 hours after request for additional info
817	Not able to contact CLEC
818	Not able to resolve questions after CLEC has been contacted
819	No valid Interconnect agreement or tariff
820	Pending orders exist which are work impacting
821	Pending order in conflict with Retail order
822	Pending order associated with Qwest Wholesale RSID/ZCID orders is in conflict with order
823	PON and Version combination cannot be reused for 2 years from the due date of the original request

824	Product and service description on LSR does not enable Qwest to determine USOCs or FIDs
825	Requested activity has already been requested or performed
826	Some or all telephone numbers on LSR not associated with Account Telephone Number on LSR
827	Unable to locate premise address
828	End user account is currently in a denied status
829	This address requires a Location
830	Wrong form submitted for type of service requested
831	Related PON is rejected
899	Non Defined Reason
PRODUCT LEVEL	
General	
700	Requested Product Not Available
Centrex	
701	Centrex Category (CAT) code missing
702	Centrex 21 must have a minimum of 2 and a maximum of 50 station lines
703	DEPT/LOCN code not provided for Western Centrex Plus
DSS	
711	DSS trunk New Connect or Disconnect request does not reference related Purchase Order Number (PON) for facility, facility Disconnect or New Connect does not reference related PON for trunks. Note: this reject reason can also apply to similar products, e.g., PRI. When combined services are being converted all elements and associated PONs must be addressed. Exception: If retention of the DS1 facility is required, the CLEC must put a Remark on the LSR containing: "Retain DS1 facility authorized by (end-user customer name)".
Frame Relay	
721	CIR and Be are not matching the port speed requested
NP	
731	NP request includes numbers disconnected more than 3 days ago
Qwest High Speed Internet	
741	CAP DSL not available as new Grand-fathered product
742	Loop does not qualify - conditioning not authorized
743	Speed requested not available on facility
Resale	
751	Voice mail provider must contact Qwest Service Manager to establish Message Desk number before message waiting can be added.
752	USOC xxxxx not allowed on the LSR/CSR without certifying CLEC TAP Lifeline Guideline Compliance. NOTE: Reject is based on the first identified TAP USOC.
Unbundled Loop	
761	Certification option number is required for New Service activity
762	Conditioning not approved on original LSR, no response from CLEC 4 hours after request for additional info. NOTE: For 72 Hour FOC eligible Unbundled Loop requests related to this scenario, the reject notification is sent immediately. There is no 4 hour waiting period.
763	Extension Technology not available on Pair Gain
764	Loops on this request don't qualify for the activity requested.
765	No compatible facilities (Release 20.0 and after) No DS3 facilities (Release 19.0)

766	Delayed for no facilities (Release 20.0 and after) DSO after 90 days of investigation (CRUNEC) (Release 19.0) Note: Although the printed message indicates 30 days, Qwest will hold the request for a full 90 business days. Future mechanization will correct this inconsistency.
767	Unbundled Loop request contains missing or invalid Point of Interface (POI) or CFA, or specified slot is in use
768	Validation code and certification option number are required for Conversion activity
769	Validation code is required for Conversion activity
Port Service	
781	Voice mail provider must contact Qwest Service Manager to establish Message Desk number before message waiting can be added.
FORM FIELD LEVEL	
601	Circuit not found
602	Contract information missing or invalid
603	Contract number not valid
604	Customer Carrier Name Abbreviation (CCNA) missing or invalid
605	End User Authorization information missing
606	End User Name, TN, and Address mis-matched, missing, or invalid
607	Features on account are not compatible with requested features
608	Last name does not match CSR
609	Megacentnm field not populated with valid data
610	Message waiting or call forwarding with non-Qwest voice mail needs MSS FID data. NOTE: MSS FID data is no longer needed for call forwarding but this reject code will still be used for message waiting scenarios.
611	SANO can not be populated for a descriptive or unnumbered address. Please resubmit as manual.
612	SANO / Last Name must match data on CSR
613	USOC missing some or all associated Field Identifiers (FIDs)
Dynamic Reject Reasons	
691	Required entry not populated
692	Invalid entry
693	Incomplete entry
694	Conditional entry not provided

The following Reject Codes and associated reasons are applied to IIS (Faxed) requests only:

Reject Code	Reject Description
891	Entries on forms illegible
892	Required forms are missing or incomplete
893	Wrong forms submitted
894	Sup without override - Original LSR submitted via IMA

Error Situations - IMA:

- **Active Status:** With the exception of new service requests, all CSRs must be in an Active status for the service request to be processed. If the CSR has a Final status, IMA automatically rejects your service request and displays an error message.
- **Resale POTS, PBX, or ISDN with invalid USOCs:** Your service request will be rejected with a list of invalid USOCs displayed.

- **Resale POTS and UNE-P POTS:** When you submit a service request with ACT "N" and a CSR exists (reflecting a disconnect for the same TN), you must set the PENDING ORDER field to "Y" or your service request will be rejected.
- **Note:** All service requests with missing or incorrect information will be rejected.

- **Qwest Rejection Due to Central Office Embargo**

Central Office embargoes occur for a variety of reasons, including changing the switch and conversions. IMA will validate by NPA-NXX or CLLI code that the DDD of the service request does not fall within an embargo period for the specified Central Office/Switch. If the service request does fall within an embargo period, then IMA shall reject your service request back to you. IMA will include a message on the rejects which reads: "Your desired due date is during an embargo period for the Central Office. Please select a due date on or after xx/xx/xx." The following products will be excluded from this rejection:

- Unbundled Loop
- Unbundled Feeder Loop
- Unbundled Distributed Loop
- Loop/Number Portability
- Unbundled Distributed Loop with Number Portability
- LNP
- INP

The following types of activity codes will not be included in rejects for Central Office Embargoes:

- Disconnects (ACT= Disconnect (D), Line Activity (LNA)=D or ACT=Change (C), LNA=D)
- Outside Moves (ACT=Outside Move (T), LNA=D)
- Change Order to Remove (ACT=C, LNA=C, FA=D)
- Record Activity Order (ACT=Record (R), LNA=R)
- Change Order to Deny or Restore Service (ACT= Deny (Y) or Restore (B))

Error/Reject Notice Matrix

The following table depicts the type of notification you will receive when an error/reject condition is identified:

If a LSR:	Then:	And:	Additionally:	Then:
Is found to have a fatal error prior to a FOC being sent	Qwest sends a Reject Notification	You resubmit the original LSR with appropriate corrections (not as a supplement)	If the LSR is complete and accurate	Qwest sends you a FOC
Is found to have a non-fatal error prior to a FOC being sent	Qwest sends an Error Notification	Qwest waits a maximum of 4 business hours for you to send a SUP to correct the error(s) or cancel the	If the error is corrected on a SUP and the LSR is complete and accurate	Qwest sends you a FOC.

		LSR.	If the error is not corrected within 4 business hours	Qwest cancels the existing service order(s) and sends you a Reject Notification.
Has been accepted and a FOC has been sent and Qwest subsequently detects an error which requires a correction or supplement from you Note: This can be a fatal or non-fatal error condition	Qwest sends you a Jeopardy Notification requesting a LSR correction supplement	Qwest waits a maximum of 4 business hours for you to send a SUP to correct the error(s) or cancel the LSR.	If the error is corrected on a SUP and the LSR is complete and accurate	Qwest sends you a FOC.
			If the error is not corrected within 4 business hours	Qwest cancels the existing service order(s) and sends you a Reject Notification.

For information regarding jeopardy notifications refer to Jeopardy Notifications within the [Provisioning and Installation Overview](#).

Error Conditions on ASRs and Invalid ASR Process

The Invalid ASR Process is followed when we receive an ASR that requires additional information or a correction to the information provided by you. The Invalid ASR Process may be followed prior to or after a FOC has been issued. This process allows up to 15 business days for you to correct the ASR or it will be cancelled. If the error condition is identified prior to the FOC being sent, the 15 business days are calculated from the date the ASR was submitted to Qwest. If the error condition is identified after the FOC has been sent, the 15 business days are calculated from the Application Date (APP) on the FOC. For requests that require High Voltage Protection, the process allows up to 30 business days.

When the Service Delivery Coordinator (SDC) determines there is an error on the ASR that requires a correction from you, the ASOG Clarification/Notification Request (C/NR) Form will be created and made available in the QORA GUI or will be transmitted to you via the same interface used to transmit your request to Qwest. The C/NR form will identify the information that needs to be corrected on the ASR utilizing the industry standard fields on the form and will request a supplement and the date that the supplement needs to be submitted in order to avoid cancellation of the ASR. When the supplement is received and the ASR is considered accurate, you will be sent a "Clear" C/NR form. If the request is cancelled, you will receive a "Cancel" C/NR form.

Whether the error condition is communicated in person, voice mail, email or through the USPS, the SDC will advise you of the error condition and the date that the supplement needs to be submitted in order to avoid cancellation of the ASR.

Near Match Conditions Identified on a LSR

A near match conditions exists when the name, address, and TN/Exchange Company Circuit (ECCKT) ID on the LSR are close to what is currently on the CSR but not an exact match. For LSRs that have an ACT Type of N or T, an exact match of the address is required or a fatal reject will be sent to you to correct before provisioning can continue. For other ACT Types (i.e., B, C, D, L, M, V, W, Y and Z) where a CSR exists, Qwest will perform the following validation process utilizing a comparison between the CSR and the LSR:

NOTE: for LSRs that are migrating using the TN/SANO criteria described in the CSR Matches by TN and SANO section below, the following criteria does not apply because the criteria for those are based solely on TN/SANO.

When comparing the LSR information to the CSR, Qwest will proceed with processing the LSR when the following criteria are met:

- The ECCKT ID or TN is an exact match
- The end-user's surname matches or the business name matches
- The SANO matches (i.e., CSR says 1329 N Main, 1329 must be an exact match to the LSR)

Examples of the end-user's name being a near match condition are:

- Joe Walker instead of Joseph Walker
- M Smith instead of Mary Smith (in the case of dual listings in the Listed Name (LN) field, if one of them matches; Qwest will proceed)
- JC Penney instead of JC Penney Co Store #3

The purpose of using the above criteria is to validate that we are making the changes requested on the LSR for the correct end-user. If (after the validation process) we determine that we are provisioning the request for the correct end-user at the correct address, we will continue to process the LSR using the information on the CSR, except under the following conditions:

- ACT of V and the LSR has related service orders where the CSR and LFACS AN don't show a LOC but the LSR does show a LOC. You will be contacted to correct the LSR before provisioning can continue.
- When the CSR address is not an exact match to Qwest's address system, Qwest will format the address (e.g., 2540 E 8 will be corrected to 2540 E 8th St.; 627 Waterloo Av will be corrected to 627 Waterloo Ave.)
- When a Directory Listing (DL) form exists, the information on the service order will match the information provided on the DL form.

If the LSR does not match the comparison criteria described above or does not match the CSR exactly, a fatal reject will be sent if it is identified prior to a FOC. If we determine that the LSR does not match the criteria or CSR exactly after FOC, the error jeopardy notification process will be followed. For information regarding jeopardy notifications refer to Jeopardy Notifications within the [Provisioning and Installation Overview](#).

Near Match Conditions Identified on an ASR

A near match conditions exists when the CCNA/Access Carrier Name Abbreviation (ACNA), ECCKT, and address (when applicable) on the ASR are close to what is currently on the CSR but not an exact match. For ASRs that have an ACT Type of N or T, an exact match of the address is required or a supplement is required to correct any errors. For other ACT Types where a CSR exists, Qwest will perform the following validation process utilizing a comparison between the CSR and the ASR:

When comparing the ASR information to the CSR, Qwest will proceed with processing the ASR when the following criteria are met:

- CCNA or ACNA is an exact match
- The ECCKT ID is an exact match
- The SANO matches (i.e., CSR says 1329 N Main, 1329 must be an exact match to the ASR)

The purpose of using the above criteria is to validate that we are making the changes requested on the ASR for the correct end-user and circuit. If (after the validation process) we determine that we are provisioning the request for the circuit at the correct address, the ASR will continue to be processed using the information on the CSR. If we cannot validate that we are processing the request for the correct circuit, Qwest will notify you via the C/NR Form and request a supplement.

CSR Matches by TN and SANO

Functionality in IMA requires the telephone number (with Customer (CUS) Code) in the AN field, AN and CUS for Unbundled Loop, or the telephone number (without CUS Code) and the service address number in the SANO field for a CSR match for the products and ACT types listed below:

Product	ACT Types	Effective with IMA Release
Resale POTS	W, V, Z, C, T, L, D, B, Y	14.0
UNE-P POTS	W, V, Z C, T, L, D, B, Y	12.0 14.0
UNE-P BRI ISDN	W, V, Z C, T, D	12.0 14.0
UNE-P Centrex 21	W, V, Z C, T, D, B, Y	12.0 14.0
UNE-P PRI ISDN	W, V, Z C, T, D	12.0 14.0
UNE-P PBX DID In-Only Trunks	W, V, Z C, T, D	12.0 14.0
UNE-P PBX Designed Trunks	W, V, Z C, T, L, D, B	12.0 14.0
UNE-P DSS Trunks	W, V, Z C, T, D	12.0 14.0
Unbundled Loop	C, M	13.0
Unbundled Loop Excluding CLEC to CLEC migration and Private Line to Unbundled Loop pricing conversion*	V	16.0
Unbundled Loop Split	V, Z	16.0
Loop Service Number Portability (LSNP)	V, Z	16.0
LSNP Split	V, Z	16.0
LNP	V, Z	16.0

NOTE: For orders with an ACT Type of T, you must provide new address

information that is an exact match with LFACS AN.

*NOTE: Unbundled Loop CLEC to CLEC migration and Private Line to Unbundled Loop pricing conversions are ineligible for conversion by AN/CUS only. Due to required manual validations, CLEC to CLEC migrations and Private Line to Unbundled Loop pricing conversions must be submitted using all applicable customer name and address fields on the End User Information (EUI) Form and be marked for manual handling.

Any other end-user name or address information provided in the Location and Access Section of the EUI Form is ignored when validating the LSR against the CSR and processing the service request. If the order has been set for manual handling and one of the other conditional or optional fields is populated with information which does not match the information on the CSR, the SDC will only use the AN/CUS or AN and SANO information to validate the account. If no DL form is provided and the End User Name is populated on the LSR, the data provided in this field will be used to derive the Service Name (SN) on the service order. If the End User Name is left blank on the LSR, the SN will be derived from the Listed Name on the CSR. LSRs submitted prior to the IMA effective date above should continue to be submitted using all applicable customer name and address fields on the EUI Form.

Resubmitting a Rejected Service Request

Generally, a rejected service request is resubmitted by the party making the error. If you submitted an invalid CFA for an Unbundled Local Loop, you will need to resubmit the service request. If Qwest rejects a service request in error, we will resume processing as soon as the error is brought to our attention. At your direction, Qwest will place the service request back into normal processing with or without a supplement and issue a subsequent FOC.

Note: Qwest does not charge you for submitting a supplement or resubmitting a service request. Contact your Qwest Service Manager if you have further questions around this issue.

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Supplements and Canceled Service Requests

You may submit a service request that serves as a request to cancel or to add to or change an existing, previously submitted, service request by submitting a supplement and incrementing the version number on the PON. If one or more of the service orders generated from your original service request is completed, canceled, or rejected, a supplement and/or cancel will not be accepted. Once the activity requested on a PON is completed, canceled, or rejected, a new service request with a new PON must be submitted. Supplements also follow the same process as the original LSR, whereby once Qwest receives the request, we will process the supplement and return an FOC acknowledging the request, advising of the newly established due date, if appropriate. In the case of a supplement type 1, a cancellation notice is sent.

Notes:

- Partial cancellations should have a "3" in the SUP field of the LSR form not a "1" for a full cancellation.
- Changes to desired due date in conjunction with other changes to a pending service request should be submitted with a "3" in the SUP field of the LSR form not a "2" for a due date change only.
- If adding remarks in the REMARKS field, the LSR must be marked for manual handling. In addition to the changed fields, the remainder of the service request must be identical to the original service request.

- Supplements received after 12:00 noon Mountain Time the day prior to the scheduled due date may require that the due date of the order be changed based on standard intervals depending on changes made to the LSR. Individual product rules will define what changes can be made prior to the noon cutoff without impacting the due date.
- Supplemental service requests are considered a full replacement for previously submitted service request(s), e.g., version 2 completely replaces version 1 of a service request.

During the processing of a service request, Qwest will maintain a status indicator. These status indicators are applicable to service requests. They are as follows:

Service Request Status Indicators	Description
Submitted	The service request is set to "Submitted" status when it has been submitted to IMA for processing.
In Review	The service request is set to "In Review" status if it is currently being manually processed, if it has been routed to a Service Center for processing, or if flow through is unable to create a service order.
Errored	The service request is set to "Errored" status if an internal error occurred during flow through or manual processing. An external error was identified during manual processing and a Non-Fatal Error Notice was issued.
Partial	The service request is set to "Partial" status if it was submitted for flow through and a full service order could not be created.
Issued	The service request is set to "Issued" status if service order(s) have been issued in the SOP and a FOC has been issued.
Rejected	The service request is set to "Rejected" status if it contained fatal error(s) and a Reject Notice was issued.
Completed	The service request is set to "Completed" status if all service orders associated with the service request are completed in the SOP.
Canceled	The service request is set to "Canceled" status if a supplement to cancel the service request was received and processed.

Jeopardy	The service request is set to "Jeopardy" status if there is a facility or Customer Not Ready (CNR) issue related to one or more service orders associated with the service request or a fatal Reject condition is identified after a FOC has been issued.
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A "SUP" field entry, containing one of three valid entries, is required on the LSR form for all supplemental service requests:

- 1 = Cancel** - Indicates pending service request is to be canceled in its entirety. Once Qwest has accepted your service request and you determine you want to stop processing, a SUP to Cancel is required. If the SUP to cancel is successfully submitted, received by Qwest for processing, and none of the service orders related to the previous version of the service order are complete, canceled, or rejected, Qwest will process the supplemental and cancel the pending service request in its entirety. SUP 1 (Cancel) service requests must be received by 12:00 noon Mountain Time the day prior to the scheduled due date to provide Qwest the time necessary to process your supplement. For supplements received after 12:00 noon Mountain Time the day prior to the scheduled due date, you may want to call Qwest to verify that the cancel supplement was received so that it can be processed in time to meet your needs. Various processing scenarios related to Cancel supplemental service requests are:

Scenario	Processing
A SUP 1 (Cancel) is not successfully submitted and not received by Qwest for processing (Negative 997 or Business Processing Layer (BPL) Reject if XML or BPL Reject if IMA GUI). This includes cases when any of the service orders are complete, canceled, or rejected.	The previous version of the service request is worked to completion unless Qwest receives a supplemental service request.
A SUP 1 (Cancel) is successfully submitted and received by Qwest for processing. None of the service orders related to the previous version of the service request are complete, canceled, or rejected.	<ul style="list-style-type: none"> IMA updates the SUP service request status to Submitted when the SUP service request is received. Qwest stops processing the previous service request and begins processing the SUP service request. A Cancel Notice is issued (manual or auto depending on flow through eligibility) IMA updates the service request status of the SUP service request and the previous service request(s) to Cancel when the Cancel Notice is issued.

- 2 = New Desired Due Date** - Indicates pending service request requires only a change of desired due date. SUP 2 (Desired Due Date

change) service requests must be received by 12:00 noon Mountain Time the day prior to the scheduled due date to provide Qwest the time necessary to process your supplement. Supplements received after 12:00 noon Mountain Time the day prior to the scheduled due date require that the due date of the order be changed based on standard intervals. Note: for SUP 2 LSRs, the only fields that can be modified are VER, DDD, APT CON, DDDO, APPTIME, DFDT, SUP, EXP, and D/TSENT. If you are changing the due date, the REMARKS field should be blank as the SUP 2 indicates a due date change. The LSR will be rejected if the SUP 2 carries a REMARK. Various processing scenarios related to New Desired Due Date supplemental service requests are:

Scenario	Processing
<p>A SUP 2 (Due Date Change) is not successfully submitted and not received by Qwest for processing (Negative 997 or BPL Reject if XML or BPL Reject if IMA GUI)</p>	<p>The previous version of the service request is worked to completion unless Qwest receives a supplemental service request.</p>
<p>A SUP 2 (Due Date Change) is successfully submitted and received by Qwest for processing and any of the service orders on the previous version are complete, canceled, or rejected.</p>	<ul style="list-style-type: none"> o IMA updates the SUP service request status to Submitted when the SUP service request is received. o Qwest starts processing the SUP service request, stops processing the previous version, and the previous version's status remains Issued. o When it is determined that one or more of the service orders related to the previous service request are complete, canceled, or rejected, processing stops for the SUP service request. o A Reject Notice is manually issued on the SUP service request o IMA updates the SUP service request status to Reject when the Reject Notice is issued on the SUP service request. o Qwest continues processing the previous service request when the Reject Notice is issued on the SUP service request. o The previous service request is worked to completion and a LSR Completion Notice is issued.

<p>A SUP 2 (Due Date Change) is successfully submitted and received by Qwest for processing, none of the service orders on the previous version are complete, canceled, or rejected, and the due date requested is not within the Standard Interval.</p>	<ul style="list-style-type: none"> o IMA updates the SUP service request status to Submitted when the SUP service request is received. o Qwest starts processing the SUP service request, stops processing the previous version, and the previous version remains in the status it was at the time it was superceded (Submitted, In Review, Issued, or Jeopardy). o If the service order(s) has been issued, the service order(s) due date is changed to the next available due date within the Standard Interval. o If the service order(s) has not been issued, the service order (s) is issued to process the SUP service request with the next available due date within the Standard Interval. o A FOC is manually issued on the SUP service request indicating the new service order due date. If the new due date is different than what was requested, the CFLAG is marked on the FOC. o IMA updates the SUP service request status to Issued when the FOC is issued. o The SUP service request is worked to completion and a LSR Completion Notice is issued unless Qwest receives a supplemental
<p>A SUP 2 (Due Date Change) is successfully submitted and received by Qwest for processing, none of the service orders on the previous version are complete, canceled, or rejected, and the due date requested is within the Standard Interval</p>	<ul style="list-style-type: none"> o IMA updates the SUP service request status to Submitted when the SUP service request is received. o Qwest starts processing the SUP service request, stops processing the previous version, and the previous version remains in the status it was at the time it was superceded (Submitted, In Review, Issued, or Jeopardy). o If the service order(s) has been issued, the service order(s) due date is changed to the date requested. o If the service order(s) has not been issued, the service order (s) is issued to process the SUP service request with the date requested. o A FOC is manually issued on the SUP service request indicating the new service order due date. o IMA updates the SUP service

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| | <p>request status to Issued when the FOC is issued.</p> <ul style="list-style-type: none"> o The SUP service request is worked to completion and a LSR Completion Notice is issued unless Qwest receives a supplemental |
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- **3 = Other** - Any other change being requested for a pending service request. If a SUP 3 requesting Other changes is successfully submitted, received by Qwest for processing, and none of the service orders related to the previous version of the service request are complete, canceled, or rejected, the supplemental will be processed. If the supplemental is accepted for processing, the requested changes may affect the previously agreed upon due date. If the changes requested in the SUP 3 fall within the guidelines of the SIG Feature Exception List - 1 day, the due date should remain the same. SUP 3 (Other changes) service requests must be received by 12:00 noon Mountain Time the day prior to the scheduled due date to provide Qwest the time necessary to process your supplement. Supplements received after 12:00 noon Mountain Time the day prior to the scheduled due date may require that the due date of the order be changed based on standard intervals depending on changes made to the LSR. The due date is not required on the supplement if previous arrangements have been made (i.e., verbal correction followed by SUP). Various processing scenarios related to Other supplemental service requests are:

Scenario	Processing
<p>A SUP 3 (Other Changes) is not successfully submitted and not received by Qwest for processing. (Negative 997 or BPL Reject if XML or BPL Reject if IMA GUI)</p>	<p>The previous version is worked to completion and a LSR Completion Notice is issued unless Qwest receives a supplemental</p>
<p>A SUP 3 (Other Changes) is successfully submitted and received by Qwest for processing and any of the service orders on the previous version are complete, canceled, or rejected.</p>	<ul style="list-style-type: none"> o IMA updates the SUP service request status to Submitted when the SUP service request is received o Qwest starts processing the SUP service request, stops processing the previous version, and the previous version status remains Issued. o A Reject Notice is manually issued on the SUP service request when it is determined that one or more of the service orders associated with the previous version are complete, canceled, or rejected. o IMA updates the SUP service request status to Reject when the Reject Notice is issued on the SUP service request o Qwest stops processing the SUP service request and continues processing the previous service request. o The previous service request is

	<p>worked to completion and a LSR Completion Notice is issued</p> <ul style="list-style-type: none"> ○ Design affecting supplements may result in a minimum Standard Interval from the receipt of the supplement.
<p>A SUP 3 (Other Changes) is successfully submitted and received by Qwest for processing, none of the service orders on the previous version are complete, canceled, or rejected, and the SUP service request contains a Non-Fatal Error condition.</p>	<ul style="list-style-type: none"> ○ IMA updates the SUP service request status to Submitted when the SUP service request is received ○ Qwest starts processing the SUP service request, stops processing the previous version, and the previous version remains in the status it was at the time it was superceded (Submitted, In Review, Error, Reject, Issued, or Jeopardy). ○ A Non-Fatal Error Notice is manually issued requesting a new SUP to correct the error condition ○ IMA updates the SUP service request status to Error when the Non-Fatal Error Notice is issued. ○ If the new SUP to correct the error condition is not received within 4 hours, the SUP service request is Rejected: <ul style="list-style-type: none"> ■ A Reject Notice is manually issued explaining why the SUP service request is being rejected ■ IMA updates the SUP service request status to Reject when the Reject Notice is issued ■ Service orders associated with the previous service request are canceled ■ A new SUP to correct the error condition is required to continue processing the PON ○ If the new SUP to correct the error condition is received within 4 hours, the new SUP service request is processed ○ Design affecting supplements may result in a minimum Standard Interval from the receipt of the supplement.
<p>A SUP 3 (Other Changes) is successfully submitted and received by Qwest for processing, none of the service orders on the previous version are complete, canceled, or rejected, and the SUP service request contains</p>	<ul style="list-style-type: none"> ○ IMA updates the SUP service request status to Submitted when the SUP service request is received ○ Qwest starts processing the SUP service request, stops processing the previous version, and the previous version remains in the status it was at the time it was superceded (Submitted, In Review, Error, Reject, Issued, or Jeopardy). ○ A Reject Notice is manually issued explaining why the SUP service request is being rejected. ○ IMA updates the SUP service request status to Reject when the

<p>a Reject condition.</p>	<p>Reject Notice is issued.</p> <ul style="list-style-type: none"> ○ Service orders associated with the previous service request are canceled. ○ A new SUP service request to correct the Reject condition is required to continue processing the PON. ○ Design affecting supplements may result in a minimum Standard Interval from the receipt of the supplement.
<p>A SUP 3 (Other Changes) is successfully submitted and received by Qwest for processing, none of the service orders on the previous version are complete, canceled, or rejected, and the SUP service request contains no errors.</p>	<ul style="list-style-type: none"> ○ IMA updates the SUP service request status to Submitted when the SUP service request is received ○ Qwest starts processing the SUP service request, stops processing the previous version, and the previous version remains in the status it was at the time it was superseded (Submitted, In Review, Error, Reject, Issued, or Jeopardy). ○ If the service order(s) has been issued, the existing service order(s) is updated, or canceled and a new service order(s) is issued as necessary to process the requested change. ○ If the service order(s) has not been issued, the service order(s) is issued as necessary to process the SUP service request ○ A FOC is manually issued on the SUP service request indicating the new and/or changed order information ○ IMA updates the SUP service request status to Issued when the FOC is issued ○ The SUP service request is worked to completion and a LSR Completion Notice is issued unless Qwest receives a supplemental ○ Design affecting supplements may result in a minimum Standard Interval from the receipt of the supplement.

Verbal Supplements on LSRs

Changes to an existing service request must be made via a supplement as described above. Qwest will only accept a verbal supplement change request for one of the following reasons:

- CFA or slot change on the due date
- Due date change on the due date (except for LNP)
- System outages for you or Qwest where the supplement could not be electronically submitted
- When any of the orders related to a LSR are completed
- Cancel on a due date
- Cancellations pertaining to the work back process
- LSR completed in error by Qwest and subsequent changes are required

Note: For LNP, refer to the Ordering Section of our [Local Number Portability \(LNP\)](#) Web page for specific conditions under which a verbal supplement is allowed. For Unbundled Loop, verbal CFA or slot changes may be made up to three days prior to the due date.

Supplemental Versioning and Error Corrections

If the original service request version is "1", the starting version of a supplement is "2". For every supplement issued, a confirmation may be returned if the service request processed through our systems before receipt of a subsequent supplement. Qwest advises, but does not require, you wait until the current supplement is confirmed, or an error is received, before you issue another supplement. Error correction handling includes:

- If a system generated FATAL error is returned, correct the supplement and re-issue it with the same version number.
- If a manually generated FATAL error is returned, correct the supplement, increment the version number, and re-issue it.
- If the supplement fails Qwest's system edits, you will receive an Acknowledgment (FATAL) with one or more fatal error codes. Resolve the errors and resubmit the supplement.
- If a supplement fails Qwest's system edits or another error is manually detected, correct the supplement, increment the version number, and reissue the supplemental service request.

When your supplemental service request is accepted, a confirmation indicating Qwest accepted the service request is returned and, after our service order processing systems accepts the service request, a FOC is sent.

Issuing Supplemental Service Requests - Non IMA

If you do not use IMA, fax your supplemental service requests to Qwest (see Contacts section of this document). We will compare the supplement with your previously submitted service request, and verify the original service request is not completed, canceled, or rejected prior to processing your supplemental service request. If your original service request was completed, canceled, or rejected, you will need to submit a new service request with a new PON assigned by you.

A rejected service request is not considered a candidate for a supplement. Make the appropriate changes and re-fax the rejected service request.

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Acknowledging Service Requests

After your service request is submitted via the Order Submit Confirmation screen, IMA confirms the order. A message advises you if your submission was successful and the type of service request submitted.

Reviewing IMA Queue

When service requests are submitted after normal operating hours, IMA places your service request in a queue until normal operating hours for processing. When normal operating hours are in effect, you can review a list of your service requests in the queue by entering any one of the following:

- CCNA - Customer Carrier Name Abbreviation
- CC - Company Code
- User ID - IMA log-on ID (Creator of original service request, blank for all saved service requests)

- PON - Purchase Order Number of service request to be displayed (blank to display all)
- LSRID - LSR number

IMA displays:

- Queue Status of the service request in the queue
- Queue Date service request was placed in the queue
- Purge Date service request will be purged from the list
- Remove From List to remove a non-accepted service request
- Display Errors on service requests that were not accepted
- Open Highlighted Opens the service request for editing

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Monitoring Service Request Status - IMA

Qwest's IMA GUI tool offers a variety of ways to monitor the status of your service request during and after the ordering process is complete. Refer to the [IMA User's Guide](#) for more details on monitoring your service requests in IMA.

Monitoring Service Request Status - Non IMA

If you do not use IMA you may obtain a status of your service request by calling the CSIE with the PON and one or more telephone numbers on the service request. The CSIE will provide the status, or negotiate a commitment as to when they can provide a status.

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Status Response Intervals

A response interval, assigned according to your inquiry or reason for contacting the CSIE, is entered in Qwest's Call Center database once the reason for your call is determined. When a response interval is assigned, you will be advised as to when to expect a call back from a SDC who will provide you a status update every 2 hours until your situation or concern is resolved. While not an all-inclusive list, the following illustrates response intervals based on the reason for your call:

- 2-Hour Response Interval
 - Your end-user is out of service due to recent order activity
 - Request to change a due date on a service request that is due to be completed today
 - Request to cancel a service request that is due today
 - LNP concurrence needed
 - Service request rejected and additional information is needed
 - Non-fatal error notice requires further information
 - Port has gone bad, work back needed (End-user may or may not be out of service)
- 24-Hour Response Interval
 - Service request status
 - Status request for a service request not due today
 - How to complete service request questions that are not IMA Help Desk related
 - Assistance needed with an address validation
 - Resend of a FOC or other notices that can be resent
 - IMA functionality
 - Jeopardy notice received and further explanation is needed

- Additional information needed for a requested service that has become a delayed order
 - DMARC location or information for a completed service request
 - CFA information for a service request that is not yet placed, due today, or in a reject status
 - Assistance with the data contained on a Loss or Completion report
- 48-Hour Response Interval
 - End-user's CSR reflects non published directory listing, however, service request was to publish listing in the telephone directory
 - General directory listing related questions such as how to set up a listing or provide definition of a listing
 - Assistance with an archived service request

Call Center Database Ticket Reports

You may request six different reports from the Qwest Call Center Database. The reports will only be sent to you via e-mail so you will need to provide a valid email address. On an interim basis, you should submit a request for call center reports via the [Call Center Database Ticket Request Form](#). By June 2004, you will need to update your Customer Questionnaire to obtain call center reports.

The reports are as follows:

- 01 Total Tickets Received
- 02 Tickets Received by Date
- 03 Tickets Received by Product
- 04 Total Tickets Resolved Across Tier
- 05 Tickets Resolved by Reason Code - The reason codes are as follows:
 - Pre-Order - This reason code will include all CLEC calls requesting assistance with address validation, CSR retrieval, loop qualification, CFA validation, CLLI information, facility checks, service availability, IMA functionality, and other Pre-Order functions.
 - Ordering - This reason code will include all CLEC calls requesting assistance with FOC resends, Pending Service Order Notice (PSOs) resends, questions or assistance with supplemental LSRs, demarcation, due date changes, expedites, and other Ordering functions.
 - Provisioning - This reason code will include all CLEC calls requesting assistance with out-of-service conditions, delayed orders, Intercept/Transfer of Calls (TC) that was/were incorrect or left off of orders, service orders completed in error, due dates missed, and other Provisioning functions.
 - Account Ownership - This reason code will include all CLEC calls requesting assistance with "Do I own the account", "When did I lose the account", and other Account Ownership issues.
 - Referrals To Other Qwest Departments - This reason code will include all CLEC calls requesting assistance from another department that required a referral be made to that department for repair, referral of end-users to Qwest Retail or the CLEC (misdirected calls), and other referral issues.
 - Listing - This reason code will include all CLEC calls requesting assistance with listings typed incorrectly, how to submit LSRs for listings only, referrals to complex listings, and other listing issues.
 - LSR Reject - This reason code will include all CLECs calls requesting assistance with rejects after FOC, rejects in error, valid rejects, and other reject reasons.
- 06 Tickets Resolved by Product

If you do not receive a requested report, need further assistance with a report, or have other concerns, contact your Service Manager.

The Call Centers use product and sub product reason codes when closing call center tickets. Upon request you will be provided the closing codes. Should you disagree with the codes used to close the ticket you should follow the escalation process. For a brief description of these codes and when they are used download the [Product Reason and Sub Product Reason Codes](#) document.

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Delayed Service Request Handling

A request for service is considered delayed when a service order cannot be provisioned due to lack of facilities or lack of qualified facilities in the Central Office, in the local loop from the Central Office to the end-user, or between Central Offices.

When Qwest receives a request for service at a location where no facilities are available, a SDC in our Wholesale Delayed Order Monitoring Group will contact you to advise you of the delayed order status and reason. You will be referred to Qwest's Held Escalated Expedite Tool (HEET) for ongoing status if your service was requested on an ASR.

Once facilities are available for your service request, a SDC from our Wholesale Delayed Order Monitoring Group will contact you to advise you of our earliest possible due date. Qwest's Wholesale policy is to serve as your advocate by tracking all delayed service requests and communicating with you while working closely with our internal Network organizations to facilitate closure of a delayed order.

Service Requests for UNEs (Including Special Access in Lieu of UNE)

If you submit a service request for UNEs and Qwest does not have the facilities available to meet that request based upon your requirements, you have a number of options:

- Resubmit your request when facilities become available
- Request service via Qwest's CLEC Requested UNE Construction Process (CRUNEC). Refer to [CLEC Requested UNE Construction](#) for additional information regarding CRUNEC.
- Request service via Qwest's Private Line (Special Access) Services. Special Access Services are ordered on [ASR](#) forms.
 - In Colorado, Utah, and Washington; Qwest will produce reports regarding Private Line (Special Access) Services ordered in lieu of UNEs in these states. These reports will be based upon self reporting by CLECs. If you choose to identify ASRs used to order Special Access Services in lieu of UNEs, the ASR form must be completed as follows:
 - The first 3 positions of the Project field must contain "LU#".
 - If the ASR is associated with a Project, type your project number after the "LU#" entry.
 - For information regarding how to complete the other fields, refer to [ASR Forms](#)

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Escalations

You may initiate an escalation of your service request at any time during the

ordering process by calling the appropriate center. Refer to the Contact Section at the end of this document for a list of Qwest's service centers. Escalations begin with the Service Center's Supervisor then progress to the Manager, Director, and Vice President levels within Qwest.

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Training

Local Qwest 101 "Doing Business with Qwest"

- This introductory web-based training course is designed to teach the Local CLEC and Local Reseller how to do business with Qwest. It will provide a general overview of products and services, Qwest billing and support systems, processes for submitting service requests, reports, and web resource access information. [Click here to learn more about this course and to register.](#)

IMA "Hands On"

- This introductory instructor-led training course teaches you how to use Qwest's IMA Graphical User Interface (GUI) to order wholesale products. You will experience interactive software demonstrations and participate in hands-on practice sessions to familiarize yourself with the IMA GUI system. [Click here for Course detail and registration information.](#)

View additional Qwest courses by clicking on [Course Catalog](#)

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Contacts

Qwest contact information is located in Qwest [Wholesale Customer Contacts](#)

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Frequently Asked Questions (FAQs)

1. How are IMA status updates retrieved?

IMA retrieves status updates by the User ID of the person who submitted the service request. By default, this field contains the User ID of the person logged into IMA. If no User ID is entered, all User IDs for your company are returned. However, only two Statuses can be selected when viewing all User IDs. Status update messages can be displayed for up to 24 hours.

2. How do you issue a supplement to change a reserved appointment?

When your original service request has an appointment scheduled, the appointment must be changed before a supplement to change the Desired Due Date is accepted. Appointments are changed in IMA by using the Schedule Appointment option in Pre-Ordering and selecting a new appointment for the CCNA/PON on your service request.

3. Can a service request be submitted in IMA when the service address does not exist in Qwest's address databases?

When your service request is a New (N) or Outside Move Transfer (T) Activity Type "ACT", and the address does not exist in Qwest's databases, you can

use an override button (NCON = A or B) to enter the address manually on the End-User Information, and Resale Private Line forms.

The override flags the address as Not Validated allowing you to submit the service request while alerting the CSIE to process your service request manually. Your service request may be rejected if the address cannot be validated. The override flag is only used for New and Outside Move Transfer activity types. For all other activity types, if the address does not exit in Qwest's databases, contact the CSIE for assistance.

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Last Update: December 1, 2006

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Jeopardy Data

Designed

Jeopardy Code	Responsible Party	Is the Due Date in jeopardy?	Jeopardy Notice Description	User Friendly Jeopardy Description	Responsibilities
A34	Qwest - Wholesale Markets	No	Weather/Disaster/ Work Stoppage	There is a Qwest Interconnect Center delay due to weather/disaster/work stoppage.	Qwest will follow up, as appropriate, when safety allows.
B14	Qwest – Field Forces	No	Installation/Wiring Problem	A Qwest Network technician has identified a problem at the customer premises prior to the Due Date (DD). In most cases this is associated with a Network interface problem.	Qwest will work to resolve the problem.
B31	Qwest – Field Forces	No	Inadequate Pre-Service Testing or Conformance Testing	Qwest Network installation is delayed due to inadequate Pre-Service or Conformance Testing. This could be a problem associated with Collocation.	Qwest will work to resolve the problem.
B33	Qwest – Field Forces	No	Work Force	A Qwest Field Force Technician is not currently available to complete the job requirements for provisioning.	Qwest personnel will continue to escalate to find resources or reschedule personnel to complete this provisioning step on time.
B34	Qwest - Field Forces	No	Weather/Disaster/ Work Stoppage	There is a Qwest Network Installation (field forces) delay due to weather/disaster/work stoppage.	Qwest will follow up, as appropriate, when safety allows.
C01	CLEC	Yes	Not Ready	CLEC or CLEC end-user is not ready or service order is not accepted by the CLEC. (Qwest has tested the service to meet all testing requirements.)	Follow the process outlined in the Customer Not Ready section of the Provisioning and Installation Overview PCAT.
C02	CLEC	Yes	End-user Internal Access	End-user access was not provided	Follow the process outlined in the Customer Not Ready



					section of the Provisioning and Installation Overview PCAT.
C03	CLEC	Yes	Subscriber Change in Requirements	The CLEC or end-user made a change in LSR requirements prior to or on the DD. This may include buried drop issues where a customer must pay for buried service wire before installation can occur.	Follow the process outlined in the Customer Not Ready section of the Provisioning and Installation Overview PCAT.
C05	CLEC	Yes	Reject Condition Identified After the FOC Was Sent to the CLEC	Qwest has identified a fatal reject or non-fatal error condition after the FOC has been sent to the CLEC.	A response to this notice must be made within 4 business hours of this notice being sent or all associated orders will be canceled. If the error is not corrected in a timely manner, it is possible that the DD may be missed. Also if no response is made within 30 business days, the LSR will be rejected.
C09	CLEC	Yes	Problem with Related Order	Qwest has identified a problem with a related order(s). Usually this occurs when multiple Qwest service orders are necessary to provision a single CLEC request. All facilities are not available. At least one of the service orders cannot be worked. All associated orders are in jeopardy until the service orders(s) with the defined jeopardy is resolved.	Qwest will look for a possible solution.
C12	CLEC	Yes	Customer Accepts Billing/Wholesale only	The CLEC accepts billing only for Feature Group, Local Interconnection Service (LIS), hot cuts, or rollovers but physical work must still be completed.	No action required by the CLEC. The service orders in the Service Order Processors (SOPs) are completed to commence billing

					with CLEC acceptance, but the orders within Qwest's downstream system Work Force Administration (WFA) remains open until the service is actually accepted.
C24	CLEC	Yes	CLEC/Customer Provided Conduit or Entrance Cable	There is a problem with CLEC or end-user provided conduit or entrance cable.	You must supplement the LSR when the CLEC/end-user work is completed.
C29	CLEC	Yes	Pending Customer Status	CLEC or end-user action is required to resolve a facility issue. Details of the required action will be communicated on the jeopardy notice.	You must supplement the LSR to communicate that appropriate action has been taken.
C30	CLEC	Yes	Unbundled order dependent on left-In	Left-In service of previous CLEC exists at the pending order location and requires a service order be placed before this CLEC request can be completed.	Qwest will work with the CLEC to clear the working Left-In.
C31	CLEC	Yes	Inadequate Pre-Service Testing or Conformance Testing	Qwest Network installation is delayed due to inadequate CLEC Pre-Service or Conformance Testing. This could be a problem associated with Collocation.	Qwest will work to resolve the problem.
C34	CLEC	Yes	Weather/Disaster/Work Stoppage	There is a CLEC or end-user delay due to weather/disaster/work stoppage. May also be due to National Emergency.	Follow the process outlined in the Customer Not Ready section of the Provisioning and Installation Overview PCAT.
C40	CLEC	Yes	Project Managed Order Held For CLEC/Customer Reason	A project-managed order is delayed for a CLEC or end-user reason.	Follow the process outlined in the Customer Not Ready section of the Provisioning and Installation Overview PCAT.

D01	Independent Companies	Yes	Not Ready	The Independent Company (ILEC) is not ready or the ILEC does not accept the request for service.	The CLEC needs to work directly with the ILEC to determine the date that the ILEC will be ready or what revision must be made on the service request.
D34	Independent Companies	Yes	Weather/Disaster/ Work Stoppage	There is an ILEC delay due to weather/disaster/work stoppage.	The CLEC needs to work directly with the ILEC to determine when the delay can be resolved.
E14	Qwest - Central Office	No	Installation/Wiring Problem	There is a Qwest Central Office installation or wiring problem.	Qwest will work to resolve the problem.
E31	Qwest - Central Office	No	Inadequate Pre-Service Testing or Conformance Testing	Qwest Network installation is delayed due to inadequate Central Office Pre-Service or Conformance Testing. This could be a problem associate with Collocation.	Qwest will work to resolve the problem.
E33	Qwest - Central Office	No	Work Force	Central Office resources are not currently available to meet provisioning functions.	Qwest personnel will continue to escalate to find resources or reschedule personnel to complete this provisioning step on time.
E34	Qwest - Central Office	No	Weather/Disaster/ Work Stoppage	There is a Qwest Central Office delay due to weather/disaster/work stoppage.	Qwest will follow up, as appropriate, when safety allows.
F31	Qwest - Construction	No	Inadequate Pre-Service Testing or Conformance Testing	Qwest Outside Construction is delayed due to inadequate Pre-Service or Conformance Testing.	Qwest will work to resolve the problem.
F33	Qwest - Construction	No	Work Force	Construction resources are not currently available to complete the job requirements for provisioning.	Qwest personnel will continue to escalate to find resources or reschedule personnel to complete this provisioning step

					on time.
F34	Qwest - Construction	No	Weather/Disaster/ Work Stoppage	There is a Qwest Outside Construction delay due to weather/disaster/work stoppage.	Qwest will follow up, as appropriate, when safety allows.
G33	Qwest - Other Field Forces	No	Work Force	Other Field forces are not currently available for provisioning responsibilities	Qwest personnel will continue to escalate to find resources or reschedule personnel to complete this provisioning step on time.
G34	Qwest - Other Field Forces	No	Weather/Disaster/ Work Stoppage	There is a Qwest buried drop delay due to weather/disaster/work stoppage.	Qwest will follow up, as appropriate, when safety allows.
H13	Qwest - NROC /Complex Translations	No	Translations Problem	A Qwest translation problem exists.	Qwest will work to resolve the problem.
H33	Qwest - NROC /Complex Translations	No	Work Force	NROC/Complex Translation personnel are currently unavailable to meet provisioning service requirements.	Qwest personnel will continue to escalate to find resources or reschedule personnel to complete this provisioning step on time.
H34	Qwest - NROC /Complex Translations	No	Weather/Disaster/ Work Stoppage	There is a Qwest translation delay due to weather/disaster/work stoppage.	Qwest will follow up, as appropriate, when safety allows.
K08	Qwest - Engineering	Yes	Local Loop Requires Conditioning	Qwest Engineering determined that the local loop requires conditioning.	Qwest will look for a possible solution.
K09	Qwest - Engineering	Yes	Problem with Related Order	Qwest Engineering has identified a problem with a related order(s). Usually this occurs when multiple Qwest service orders are necessary to provision a single CLEC request. All facilities are not available. At least one of the service orders cannot be worked. All associated orders are in jeopardy until the service order(s) with the	Qwest will look for a possible solution.

				defined jeopardy is resolved.	
K10	Qwest - Engineering	Yes	RTT Status will be awaiting funding/SNRE	Qwest Engineering has begun a review process to determine options and alternatives to provide the CLEC service when immediate facilities are unavailable.	The CLEC should contact their Qwest Service Manager for options.
K11	Qwest - Engineering	Yes	Dependent order has RTT issued or SNRE status	CLEC action is required to resolve a facility issue on a dependent or related service order.	The CLEC should contact their Qwest Service Manager for options.
K14	Qwest - Engineering	Yes	Installation/Wiring Problem	A Qwest Engineering installation or wiring problem exists.	Qwest will work to resolve the problem.
K15	Qwest - Engineering	Yes	Records and Physical Wiring and/or Cable Makeup Do Not Agree	Qwest Engineering records and physical wiring and /or cable make up do not agree.	Qwest will work to resolve the problem.
K17	Qwest - Engineering	Yes	Local Facility Not Available	Qwest Engineering local facility is not available.	Qwest will look for a possible solution.
K18	Qwest - Engineering	Yes	Local Facility Defective	Qwest Engineering local facility is defective.	Qwest will look for a possible solution.
K19	Qwest - Engineering	Yes	Interoffice Facility Not Available	Qwest Engineering interoffice facility is not available.	Qwest will look for a possible solution.
K20	Qwest - Engineering	Yes	Interoffice Facility Defective	Qwest Engineering interoffice facility is defective.	Qwest will look for a possible solution.
K22	Qwest - Engineering	Yes	Switch Equipment Not Available	Qwest Engineering switch equipment is not available.	Qwest will look for a possible solution.
K31	Qwest - Engineering	Yes	Inadequate Pre-Service Testing or Conformance Testing	Qwest Engineering is delayed due to inadequate Pre-Service or Conformance Testing.	Qwest will work to resolve the problem.
K33	Qwest - Engineering	Yes	Work Force	Engineering work forces are not currently available to complete construction job requirements.	Qwest personnel will continue to escalate to find resources or reschedule personnel to complete this provisioning step on time.
K34	Qwest - Engineering	Yes	Weather/Disaster/Work Stoppage	There is a Qwest Engineering delay due to weather/disaster/work	Qwest will follow up, as appropriate,

				stoppage.	when safety allows.
K45	Qwest - Engineering	Yes	Unbundled Only/RTT Issued	Qwest Engineering found that no facility was available as a result of a Service Inquiry . Refer to the Service Inquiry for detailed status of the service order.	You should contact their Qwest Service Manager for options.
N13	Qwest - RCMAC	No	Translations Problem	Qwest Translation Center has identified a translations problem associated with the service order	Qwest will work to resolve the problem.
N33	Qwest - RCMAC	No	Work Force	RCMAC work force personnel are not currently available to complete provisioning service requirements.	Qwest personnel will continue to escalate to find resources or reschedule personnel to complete this provisioning step on time.
N34	Qwest - RCMAC	No	Weather/Disaster/ Work Stoppage	There is a Qwest RCMAC Center delay due to weather/disaster/work stoppage.	Qwest will follow up, as appropriate, when safety allows.
P31	Qwest - Design Service Center	No	Inadequate Pre-Service Testing or Conformance Testing	Qwest Test and Design Service Center is delayed due to inadequate Pre-Service or Conformance Testing.	Qwest will work to resolve the problem.
P33	Qwest - Design Service Center	No	Work Force	Qwest Test and Design Service Center are personnel are not currently available to complete the design requirements prior to the DD.	Qwest personnel will continue to escalate to find resources or reschedule personnel to complete this provisioning step on time.
P34	Qwest - Design Service Center	No	Weather/Disaster/ Work Stoppage	There is a Qwest Test and Design Center delay due to weather/disaster/work stoppage.	Qwest will follow up, as appropriate, when safety allows.
V25	Qwest – Basic Rate Interface (BRI)/Plug-In Control System (PICS)	No	Plug-In Problem	Qwest Equipment Center has a Plug-In problem.	Qwest will escalate to resolve the Plug-In problem.



V33	Qwest - BRI/PICS	No	Work Force	A Qwest PICS personnel are not currently available to deliver the equipment prior to the DD	Qwest personnel will continue to escalate to find resources or reschedule personnel to complete this provisioning step on time.
V34	Qwest - BRI/PICS	No	Weather/Disaster/ Work Stoppage	There is a Qwest Equipment Center delay due to weather/disaster/work stoppage.	Qwest will follow up, as appropriate, when safety allows.

Non-Designed

Jeopardy Code	Responsible Party & Jeopardy Code Description	Is Due Date in Jeopardy?	Jeopardy Notice Description	Responsibilities
CF	Qwest- Company Facilities	Yes	Unavailability or lack of outside plant or buried service wire. Outside plant includes all facilities -wire cable, terminals, carrier, cross connecting devices, etc. A Qwest engineering job is required to provide facilities before the service can be installed.	Qwest will work to resolve the problem.
CL	Qwest - Can't complete /Work Load	No	Heavy workload conditions and/or field force shortages.	Qwest personnel will continue to escalate to find resources or reschedule personnel to complete this provisioning step on time.
		<u>Yes</u>	<u>Work Stoppage related misses.</u>	
CO	Qwest - Company Other	No	Other conditions. May include Service Order inaccuracy, marketing errors in selecting/ordering equipment, <u>work stoppage</u> , weather, etc.	Qwest will work to resolve or when safety allows, as appropriate.
CS	Qwest - Company Switching	No	Unavailability or lack of central office facilities: switching equipment, frame cross connects plug in equipment, calling feature translations, etc.	Qwest will work to resolve the problem.
SA	Subscriber Access	Yes	CLEC access problem: technician cannot gain physical access to the office/center or contact person is not available for information.	You should follow the process outlined in the Customer Not Ready section of the Provisioning and Installation Overview PCAT.



SL	Subscriber Later	Yes	CLEC notification received prior to the DD requesting an appointment or DD later than the original desired DD.	You should follow the process outlined in the Customer Not Ready section of the Provisioning and Installation Overview PCAT.
SO	Subscriber Other	Yes	CLEC cause not covered by other codes.	You should follow the process outlined in the Customer Not Ready section of the Provisioning and Installation Overview PCAT.
SR	Working Left-In	Yes	Date change due to a Working Left-In condition.	Qwest will work with the CLEC to clear the working Left-in.
SX	Error Condition Identified After the FOC Was Sent to the CLEC	Yes	Reject Condition Identified After the FOC was sent to the CLEC.	The CLEC must respond to this notice within 4 business hours of this notice being sent or all associated orders will be canceled. If the error is not corrected in a timely manner, it is possible that the DD may be missed. Also if no response is made within 30 business days, the LSR will be rejected.
S1	Failed Synchronization Testing	Yes	Failure of data communications between the CLEC Digital Subscriber Line Access Multiplexer (DSLAM) and the test equipment.	You must either: <ul style="list-style-type: none"> • Repair your equipment & resubmit a new due date OR <ul style="list-style-type: none"> • Cancel your request.

BEFORE THE PUBLIC UTILITY COMMISSION OF OREGON

ARB 775

In the Matter of

ESCHELON TELECOM OF OREGON, INC.

**Petition for Arbitration of an Interconnection
Agreement with Qwest Corporation, Pursuant
to Section 252 of the Telecommunications Act.**

DIRECT TESTIMONY OF

CURTIS ASHTON

FOR

QWEST CORPORATION

(Disputed Issues 8-21 and 8-21(a) –(e))

May 11, 2007

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I. IDENTIFICATION OF WITNESS

Q. PLEASE STATE YOUR NAME, BUSINESS ADDRESS AND POSITION WITH QWEST CORPORATION.

A. My name is Curtis Ashton. I am employed by Qwest Corporation (“Qwest”) as a senior staff technical support power maintenance engineer in the technical support group, local network organization. My business address is 700 W. Mineral, Littleton, Colorado, 80120.

Q. PLEASE REVIEW YOUR WORK EXPERIENCE AND PRESENT RESPONSIBILITIES.

A. I hold a Bachelor of Science in electrical engineering, summa cum laude from Arizona State University. I have been responsible for managing telecommunications power for Qwest and its predecessors since 1992. All of the positions I've held with Qwest Communications (formerly U S WEST Communications), including my current position, have dealt with power management. In my current position, I am the subject matter expert for all powering and grounding issues for Qwest’s Local Network organization. I have worked with power issues as they relate to collocation since the original FCC collocation order in 1992. In addition, I have presented papers at multiple conferences and have been published in conference proceedings and trade magazines. Among the presentations are two on collocation powering. I am also a vice-chair of several sub-committees of the Institute of Electrical and Electronics Engineers (IEEE) stationary battery standards committee. In the past I served a term on the general IEEE standards review committee (RevCom).

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II. PURPOSE OF TESTIMONY

Q. PLEASE DESCRIBE THE PURPOSE OF YOUR TESTIMONY.

A. The purpose of my testimony is to address issues relating to DC Power in the central office environment. In particular, I address Issue 8-21, including subsections (a) – (e), relating to charges for DC Power Plant.

Q. DO ANY OTHER QWEST WITNESS ADDRESS ISSUES RELATED TO DC POWER IN THE CENTRAL OFFICE?

A. Yes. Ms. Teresa Million addresses these issues from a cost perspective, pointing out that some of the issues that Eschelon raises are cost-based issues that should be considered in an appropriate cost proceeding.

Q. WHAT METHOD WILL BE USED TO EXPLAIN THE ISSUES?

A. In my testimony I generally explain each issue in the order they appear in the proposed ICA. I first present the Qwest language, and then where Eschelon has deleted something from the Qwest proposed language, I will show it with a **bold line strikethrough**. Where Eschelon has proposed additional/revised language, I will show that in **bold underlined text**. If only one party has proposed language, that language is shown with an explanation that the other party offers no language proposal. Finally, for each issue I describe why the Commission should accept the Qwest proposal and, or reject the Eschelon proposal.

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III. ISSUE 8-21 (-48 VOLT POWER MEASUREMENT)

Q. PLEASE PROVIDE AN OVERVIEW OF THE DISPUTED ISSUES IN THE CONTRACT RELATING TO -48 VOLT DC POWER.

A. There are several disputed issues in the ICA (Issues 8-21, 8-21(a) – (e)) that relate to Qwest’s provisioning of -48 Volt DC power to CLEC collocations within Qwest’s central offices. For each of these issues, beginning with Issue 8-21, a core dispute is whether language in the ICA pertaining to billing on a measured basis for the DC power used by a CLEC should apply to both the DC Power Plant and DC Power Usage charges described in the ICA, as Eschelon contends, or only to the DC Power Usage charge, as Qwest contends. I will first provide some background information related to the provision of DC power in Qwest’s central offices, in order to facilitate an understanding of the DC power plant vs. DC power usage dispute that is pervasive throughout the DC power portions of the ICA. I will then turn to additional discrete disputes within this section of the ICA.

Q. PLEASE DESCRIBE THE QWEST PRODUCT OFFERINGS RELATED TO DC POWER.

A. Qwest provides DC power cabling, which is not at issue in this proceeding, along with the following DC power offerings that I will describe below:

- -48 Volt DC Power Plant
- -48 Volt Power Usage
- DC Power Measurement

- 1 • DC Power Reduction
- 2 • DC Power Restoration

3 These power offerings have been designed to offer CLECs flexibility in managing
4 their DC power requirements, while at the same time allowing Qwest to manage
5 the overall power requirements of its central offices.

6

7 **Q. PLEASE DESCRIBE THE QWEST RATE ELEMENTS RELATED TO -48**
8 **VOLT DC POWER CAPACITY AND POWER USAGE ELEMENTS.**

9 A. Qwest's DC Power offering, which provides -48 volt DC power to CLECs'
10 collocation equipment, has two separate rate elements: one of the rate elements is
11 for the power plant and the other is for power usage. The power plant charge
12 recovers the fixed costs of the power plant that is available for a CLEC's use.
13 This charge is applied on a per amp basis based upon the quantity of -48 volt DC
14 power specified in a CLEC's collocation order. For example, if a CLEC were to
15 order a power feed of 180 Amps, it would be billed for the 180 Amps as a power
16 plant charge.

17

18 The second rate element is the usage charge which recovers the cost for power
19 that the CLEC uses. Qwest applies the appropriate -48 volt DC power usage
20 charge to the quantity of power ordered. For orders greater than 60 amps CLECs
21 have the option of opting into the DC Power Measurement offering, which is
22 described below.

23

1 **Q. PLEASE DESCRIBE THE DC POWER MEASUREMENT OPTION.**

2 A. The Power Measurement option provides a CLEC with the opportunity to adjust
3 its power consumption usage charges to reflect actual usage, while at the same
4 time maintaining the power capacity it originally ordered. If a CLEC elects the
5 DC Power Measurement option, Qwest will measure power usage on feeds
6 greater than 60 amps on a semi-annual basis provided that an agreement or
7 amendment providing for Power Measurement has been signed between Qwest
8 and the CLEC. Based on these measurements, Qwest will apply the monthly DC
9 power usage rate to the CLEC's actual power usage, rather than to the ordered
10 level. Qwest will also take measurements within 30 calendar days of a written
11 request by a CLEC after installation or removal of equipment. Qwest will
12 perform a maximum of four readings per year on a particular collocation site.
13 The Power Measurement option does not affect the Power Plant charge.

14

15 **Q. PLEASE DESCRIBE THE POWER REDUCTION OFFERING.**

16 A. Power Reduction is an option that allows a CLEC to change its power capacity by
17 reducing ordered amps on a primary and/or secondary feed. The Power
18 Reduction option is offered through a different ICA provision than the Power
19 Measuring option. Power Reduction can either be ordered "With Reservation" or
20 "Without Reservation." DC Power Reduction With Reservation allows a CLEC
21 to reduce ordered amps on a secondary feed to zero while at the same time
22 reserving the fuse position on the Power Board. The monthly recurring
23 maintenance charge for this reservation does not reserve power, but does hold the

1 main power cabling runs and fuse positions in place for potential future power
2 restoration requests. Power Reduction Without Reservation allows a CLEC to
3 reduce the power on primary and secondary feeds down to a minimum of 20
4 amps. Billing for the initial power plant capacity ordered at the collocation site
5 will be modified to reflect the reduced amount of power plant capacity provided.

6

7 **Q. PLEASE DESCRIBE THE POWER RESTORATION OPTION.**

8 A. The DC Power Restoration option allows a CLEC to restore previously reduced
9 DC power levels to a level less than or equal to the original DC power level
10 ordered. If a CLEC requests Restoration Without Reservation, Qwest will restore
11 the fuse and breaker position at the power source, if available. If capacity is not
12 available at the original power board, the CLEC will be connected to an alternate
13 power source. In situations where secondary feeds were reduced to zero and the
14 fuse positions were reserved (i.e., Power Reduction With Reservation), if Qwest
15 is unable to provide the requested power restoration of the held secondary feed(s)
16 due to power capacity exhaust, Qwest will refund all the collected power
17 maintenance charges mentioned previously.

18

19 **Q. WHY DOES QWEST OFFER THESE OPTIONS?**

20 A. As mentioned previously, these offerings have been designed to offer CLECs
21 flexibility in managing their DC power requirements. Through these offerings,
22 CLECs can manage their power charges as their power needs change over time.
23 With the Power Measurement option, a CLEC can reduce power usage charges if

1 consumption is less than ordered. With the Power Reduction option, a CLEC can
2 reduce the amount of power capacity it has available. Finally, Power Restoration
3 allows for reduced capacity to be restored at some point in the future.

4

5 **Q. WITH THAT BACKGROUND, WHAT IS THE DISPUTE IN ISSUE 8-21?**

6 A. As I explained the above, the fundamental dispute in Issue 8-21 is the same
7 dispute that recurs throughout the sections of the ICA pertaining to DC Power.
8 Qwest has offered power measuring language, per above, that would allow
9 Eschelon to pay for DC Power Usage on a measured basis for power feeds greater
10 than 60 amps. Eschelon wants Qwest to delete the word “usage” from this
11 language so that Power Measurement would apply to both DC Power Usage and
12 DC Power Plant charges.

13

14 **Q. WHAT LANGUAGE DOES QWEST PROPOSE FOR ISSUE 8-21?**

15 A. Qwest’s proposed language for Issue 8-21 is as follows:

16 8.8.2.1.29.2.1 CLEC orders DC power plant in increments of twenty (20)
17 amps per feed minimum. If CLEC orders an increment larger than sixty
18 (60) amps, engineering practice normally terminates such feed on a power
19 board. Qwest measures power usage on the power board, as described in
20 Section 8.2.1.29.2.2 below. If CLEC orders an increment of sixty (60)
21 amps or less, the power feed will normally appear on a Battery
22 Distribution Fuse Board (BDFB). No power usage measurement occurs at
23 a BDFB.

24 **Q. WHAT LANGUAGE DOES ESCHELON PROPOSE FOR ISSUE 8-21?**

25 A. Eschelon’s proposed language for Issue 8-21 is as follows:

26 8.2.1.29.2.1 CLEC orders DC power ~~plant~~ feeder cables in increments of

1 twenty (20) amps per feed minimum. If CLEC orders an increment larger
2 than sixty (60) amps, engineering practice normally terminates such feed
3 on a power board. Qwest measures power ~~usage~~ on the power board, as
4 described in Section 8.2.1.29.2.2 below. If CLEC orders an increment of
5 sixty (60) amps or less, the power feed will normally appear on a Battery
6 Distribution Fuse Board (BDFB). No power usage measurement occurs at
7 a BDFB.
8

9 **Q. WHY SHOULD THE POWER MEASUREMENT OPTION NOT APPLY**
10 **TO DC POWER PLANT CHARGES?**

11 A. Power measurement does not make sense in the context of fixed DC power plant.
12 Qwest engineers power plant in accordance with a CLEC's ordered amounts of
13 power capacity. As noted above, this is also the amount of power plant capacity
14 that Qwest makes available for the CLEC's use. If Eschelon submits an order for
15 180 amps of power, then Qwest will design the power plant to ensure that the
16 ordered amount of power (180 amps) is available to Eschelon. This power plant
17 would then be billed at a constant monthly rate according to the amount of amps
18 specified by Eschelon in its order.

19
20 While there is logic to offering an option to pay for "power usage" on an "as-
21 used" or "as-consumed" basis, there is no logic to offering an option to pay for
22 fixed power plant capacity on an "as-consumed" basis. Power plant is not
23 "consumed." Power plant consists of several durable pieces of equipment that
24 last for years. A better way to describe power plant capacity is in terms of
25 availability, rather than consumption. For any particular power user, the question
26 is whether there is sufficient capacity in the power plant available to convert and
27 deliver the electric current its telecommunications equipment will consume. That

1 is a completely different question than how much electric current the
2 telecommunications equipment will consume.
3

4 Power plant is a fixed investment, and the costs of that plant do not vary with
5 usage. The amount of power that Eschelon may consume at the point in time that
6 any particular power measurement is taken may not bear any relationship to the
7 amount of power plant capacity that Eschelon has ordered or that Qwest makes
8 available to Eschelon. While “power usage” can be measured (and charged
9 accordingly under the DC Power Measuring option), the “measurement” of DC
10 power plant capacity does not change until and unless there are additions of
11 primary components (e.g., batteries, rectifiers, etc.) that make additional power
12 plant capacity available to power users. In other words, power plant is not
13 amenable to “measurement.”

14

15 **Q. IS THERE A WAY THAT ESCHELON CAN REDUCE ITS POWER**
16 **PLANT CHARGES, IF IT DETERMINES THAT IT DOES NOT**
17 **REQUIRE AS MUCH POWER AS ORIGINALLY ANTICIPATED?**

18

19 A. Yes. As I described above, a CLEC has the ability to reduce its DC Power Plant
20 charges through the Power Reduction and the Power Reduction with Reservation
21 products offered by Qwest. If a CLEC wants to reduce its monthly charges for
22 the power capacity made available to the CLEC, it has that option. A CLEC may
23 not, however, keep the originally ordered amount of power still available to it but
24 reduce its power plant charges so that it pays for much less capacity than is
25 available to it.

1 **Q. WHY SHOULD THE COMMISSION ADOPT QWEST’S POSITION ON**
2 **THIS DISPUTE?**
3

4 A. Qwest must provision power plant as ordered by a CLEC, and as discussed above,
5 the notion of power plant “measurement” is a non sequitur. If a CLEC requests a
6 180 amp power feed, Qwest provisions power plant capable of providing 180
7 amps of power at all times-- pursuant to the CLEC's request-- and that 180 amp
8 capacity remains month to month, regardless of how much power the CLEC
9 actually uses. As I discussed above, if a CLEC determines that it requires less or
10 more power, it may submit an appropriate augment request to make that change,
11 and this will change its monthly DC power plant charge. Failing that, however,
12 Qwest will bill DC power plant ordered at 180 amps at that 180 amp rate, because
13 that is what Qwest has provisioned and that is what Qwest delivers to the CLEC--
14 the capability to always draw 180 amps over that connection.

15

16 **IV. ISSUE 8-21(a) (-48 VOLT POWER MEASUREMENT)**

17 **Q. WHAT IS THE PRIMARY DISPUTE IN ISSUE 8-21(a)?**

18 A. Issue 8-21(a), involving contract language in Section 8.2.1.29.2.2, includes the
19 same dispute described above (i.e., whether power measuring should apply to
20 both power plant and power usage, or just power usage).

21

22

1 **Q. WHAT LANGUAGE DOES QWEST PROPOSE?**

2 A. Qwest proposes the following language:

3 8.2.1.29.2.2 Measurement of Power Usage at the Power Board – Unless
4 CLEC requests power measurement, power will not be measured. Qwest
5 will bill CLEC-power usage based on the amount of power ordered unless
6 power measurement is requested and until a reading is taken pursuant to
7 this Section. Qwest will measure power usage at the power board on a
8 semi-annual basis. However, Qwest also agrees to take a reading within
9 thirty (30) Days of a written CLEC request. Qwest will perform a
10 maximum of four (4) readings per year for a particular Collocation site.
11 Based on these readings, if CLEC is utilizing less than the ordered amount
12 of power, Qwest, will reduce the monthly power usage rate to CLEC's
13 actual use based on the reading from the date of CLEC's measuring
14 request on a going forward basis until the next reading. If CLEC is
15 utilizing more than the ordered amount, Qwest will increase the monthly
16 usage rate to the CLEC's actual use. Once Qwest receives a CLEC
17 measuring request, it will bill the actual power usage rate based on the
18 reading from the date of the CLEC's measuring request, on a going
19 forward basis until the next reading. If the CLEC's order for DC Power to
20 a collocation includes a request for measured usage, Qwest will only bill
21 for DC Power Usage for this Collocation on a measured basis. The CLEC
22 is responsible for notifying Qwest immediately when DC Power begins to
23 be used in the Collocation.

24

25 **Q. WHAT LANGUAGE DOES ESCHELON PROPOSE?**

26 A. Eschelon accepts some of the Qwest proposed language and then attempts to
27 modify it for Section 8.2.1.29.2.2 as follows:

28 8.2.1.29.2.2 Measurement of ~~Power~~ Usage at the Power Board – Unless
29 CLEC requests power measurement, power will not be measured. Qwest
30 will bill CLEC ~~power usage~~ based on the **amount of power size of the**
31 **feeder cable** ordered **pursuant to Section 8.2.1.29.2.1 above** unless
32 power measurement is requested and until a reading is taken pursuant to
33 this Section. Qwest will measure ~~power~~ usage at the power board on a
34 semi-annual basis. However, Qwest also agrees to take a reading within
35 thirty (30) Days of a written CLEC request. Qwest will perform a
36 maximum of four (4) readings per year for a particular Collocation site. **If**
37 **the initial measurement is zero, CLEC must notify Qwest when its**
38 **equipment is in place and allow Qwest an additional reading to**

1 **measure power.** Based on these readings, if CLEC is utilizing less than
2 the ordered amount of power, Qwest, will reduce the monthly **power**
3 usage rate to CLEC's actual use based on the reading from the date of
4 CLEC's measuring request on a going forward basis until the next reading.
5 If CLEC is utilizing more than the ordered amount, Qwest will increase
6 the monthly usage rate to the CLEC's actual use. Once Qwest receives a
7 CLEC measuring request, it will bill the actual power usage rate based on
8 the reading from the date of the CLEC's measuring request, on a going
9 forward basis until the next reading. ~~If the CLEC's order for DC Power~~
10 ~~to a collocation includes a request for measured usage, Qwest will only~~
11 ~~bill for DC Power Usage for this Collocation on a measured basis.~~
12 ~~The CLEC is responsible for notifying Qwest immediately when DC~~
13 ~~Power begins to be used in the Collocation.~~
14

15 **Q. WHY SHOULD THE COMMISSION ADOPT QWEST'S POSITION?**

16 **A.** As I testified previously, Power Measurement applies only to power usage.
17 Eschelon's language here, as elsewhere in the contract, would apply Power
18 Measurement to both power plant and power usage, and that is why Qwest cannot
19 agree to that language. In fact, the dispute in this issue serves to underscore the
20 nature of the difference between power plant and power usage. Eschelon does not
21 want to pay Power Usage charges if it is not yet using power. Qwest can agree
22 with Eschelon that, if it has installed no equipment, a power measurement reading
23 will show no actual power usage. Qwest has therefore agreed that it will not bill
24 Eschelon Power Usage charges if the initial power reading is zero, provided that
25 Eschelon informs Qwest when Eschelon begins to draw power, so that Qwest can
26 then take another reading and commence Power Usage charges. A zero power
27 measurement usage reading will not mean, however, that Qwest has not
28 provisioned power capacity—it will simply demonstrate that Eschelon is not yet
29 drawing power, perhaps because of a vendor delay or some other reason. Even if

1 Eschelon is not yet drawing power, however, Qwest will have made power plant
2 capacity available to Eschelon, and that is what the Power Plant charge recovers,
3 distinct from the actual Power Usage charge for power usage. Power plant, as I
4 stated, is not amenable to “measurement.” Putting a clamp-on ammeter on a
5 power feed to measure power usage at a point in time will not tell you what
6 capacity is available over that feed.

7

8 **V. ISSUES 8-21(b) – (e) (-48 VOLT POWER MEASUREMENT)**

9 **Q. WHAT IS THE DISPUTE IN ISSUES 8-21(b) – (e)?**

10 A. Issues 8-21(b) – (e) all involve the same dispute described above in Issue 8-21:
11 whether power measurement should apply to both power plant and power usage,
12 or just to power usage. For that reason I will not reiterate my testimony above
13 regarding the distinctions between power plant and power usage, but instead will
14 merely summarize these issues.

15

16 **Q. CAN YOU BRIEFLY SUMMARIZE ISSUES 8-21(b) – (e), AND INDICATE**
17 **TO WHICH SECTION OF THE CONTRACT EACH ISSUE APPLIES?**

18 A. Issue 8-21(b) concerns Section 8.3.1.6 of the contract. Qwest’s proposed
19 language indicates that there are two separate charges, for power plant and for
20 power usage, and that only power usage will be billed on a usage basis. Eschelon
21 proposes to strike Qwest’s language that makes this distinction and include new
22 language indicating that both the power plant and the power usage charges will be

1 adjusted based on usage readings when power is measured. In similar fashion,
2 Issue 8-21(c) concerns Section 8.3.1.6.1 of the contract, and presents this same
3 disputed issue. Issue 8-21(d) relates to Section 8.3.1.6.2, and again the issue is
4 whether “measured usage” will apply to both power plant and power usage
5 charges (Eschelon’s position), or only to power usage charges (Qwest’s position).
6 Finally, Issue 8-21(e) concerns Exhibit A to the contract, Section 8.1.4.1 and
7 subparts. The essential dispute is the same. Qwest proposes to charge for power
8 plant “per amp ordered,” while Eschelon proposes to delete “per amp ordered,
9 consistent with its position that it should only be required to pay for power plant
10 on an “as used” rather than an “as ordered” basis. The resolution of the primary
11 disputed issue in Issue 8-21 should control the outcome of each of these related
12 subissues.

13
14

VI. CONCLUSION

15 **Q. DOES THIS CONCLUDE YOUR TESTMONY?**

16 **A. Yes.**

BEFORE THE PUBLIC UTILITY COMMISSION OF OREGON

ARB 775

In the Matter of

**ESCHELON TELECOM OF OREGON,
INC.**

**Petition for Arbitration of an Interconnection
Agreement with Qwest Corporation,
Pursuant to Section 252 of the
Telecommunications Act.**

DIRECT TESTIMONY OF

WILLIAM R. EASTON

FOR

QWEST CORPORATION

**(Disputed Issues 2-3, 2-4, 5-6, 5-7, 5-7(a), 5-8, 5-9, 5-11, 5-12, 5-13, 5-16, 7-18, 7-19, 22-88,
22-88(a), 22-89, 22-90 and 22-90(a-ac))**

May 11, 2007

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I. IDENTIFICATION OF WITNESS

Q. PLEASE STATE YOUR NAME, OCCUPATION AND BUSINESS ADDRESS.

A. My name is William R. Easton. My business address is 1600 7th Avenue, Seattle Washington. I am employed as Director – Wholesale Advocacy. I am testifying on behalf of Qwest Corporation (“Qwest”).

Q. PLEASE GIVE A BRIEF DESCRIPTION OF YOUR EDUCATIONAL BACKGROUND AND TELEPHONE COMPANY EXPERIENCE.

A. I graduated from Stanford University in 1975, earning a Bachelor of Arts degree. In 1980, I received a Masters of Business Administration from the University of Washington. In addition, I am a Certified Management Accountant.

I began working for Pacific Northwest Bell in 1980, and have held a series of jobs in financial management with U S WEST, and now with Qwest, including staff positions in the Treasury and Network organizations. From 1996 through 1998, I was Director – Capital Recovery. In this role I negotiated depreciation rates with state commission and FCC staffs and testified in various regulatory proceedings. From 1998 until 2001, I was a Director of Wholesale Finance, responsible for the management of Wholesale revenue streams from a financial perspective. In this capacity I worked closely with the Product Management organization on its product

1 offerings and projections of revenue. In October of 2001, I moved from Wholesale
2 Finance to the Wholesale Advocacy group, where I am currently responsible for
3 advocacy related to Wholesale products and services. In this role I work
4 extensively with the Product Management, Network and Costing organizations.

5

6 **Q. HAVE YOU TESTIFIED PREVIOUSLY IN OREGON?**

7 A. Yes, I have. I have testified previously in dockets UM 767, UT 125, ARB 10,
8 ARB 365, ARB 445, ARB 584, IC 1, UA5 5 (Reopened) and ARB 665.

9

10

11 **II. PURPOSE OF TESTIMONY**

12

13 **Q. WHAT IS THE PURPOSE OF YOUR TESTIMONY?**

14 A. The purpose of my testimony is to explain Qwest's positions, and the policies
15 underlying those positions, related to Disputed Issues Nos. 2-3, 2-4, 5-6, 5-7, 5-
16 7(a), 5-8, 5-9, 5-11, 5-12, 5-13, 5-16, 7-18, 7-19, 22-88, 22-88(a), 22-89, 22-90 and
17 22-90(a-ac). My testimony will show that the Qwest position on these issues strikes
18 a commercially reasonable and appropriate balance between meeting the needs and
19 concerns of both Eschelon and Qwest.

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III. SECTION 2 DISPUTED ISSUES

Issue No. 2-3

Q. PLEASE EXPLAIN DISPUTED ISSUE NO. 2-3.

A. Issue No. 2-3 is one of two disputed issues related to section 2.2 of the Interconnection Agreement (“ICA”). Issue No. 2-3 has to do with the rates in Exhibit A and when they apply. Qwest has attempted to add clarifying language in section 2.2 that Eschelon finds objectionable.

Q. WHAT IS THE LANGUAGE THAT QWEST IS ATTEMPTING TO ADD?

A. Qwest has proposed the inclusion of the following sentence:

Rates in Exhibit A include legally binding decisions of the Commission and shall be applied on a prospective basis from the effective date of the legally binding Commission decision, unless otherwise ordered by the Commission.

Q. WHY IS QWEST PROPOSING TO ADD THIS LANGUAGE?

A. Qwest is attempting to avoid ambiguity in situations where a Commission order does not specifically state a true-up requirement as part of a cost docket order. Qwest will comply with an order that requires a true-up of past billing. However, in the absence of such an order, the appropriate implementation process is to apply the ordered rates prospectively from the effective date of the order.

1 **Q. ESCHELON ARGUES THAT THE LANGUAGE IN SECTION 22**
2 **ADDRESSES THIS ISSUE. DO YOU AGREE?**

3 A. No. Section 22 is silent as to what is to occur when a Commission order does not
4 specify a true-up of past billing. Section 22.4.1.1 states:

5
6 22.4.1.1 If the Approved Interim Rates are reviewed and changed by the
7 Commission, the Parties shall incorporate the rates established by the
8 Commission into this Agreement pursuant to Section 2.2 of this
9 Agreement. Such Commission-approved rates shall be effective as of the
10 date required by a legally binding order of the Commission.
11

12 **Q. WHY IS PROSPECTIVE APPLICATION OF RATES GENERALLY THE**
13 **MORE APPROPRIATE PROCESS?**

14 A. Qwest recognizes that Commission ordered rates could go up or could go down as a
15 part of future proceedings. Businesses make decisions regarding the products that
16 they purchase and the products they offer based in part on estimates of the costs of
17 each product and the revenues the product will generate. Applying rates
18 retroactively prevents businesses from making these decisions in an informed
19 manner. Furthermore, the retroactive true up of rates has at times led to protracted
20 disputes regarding the appropriate amount of true up payments. Applying rates
21 prospectively prevents such disputes and allow companies to make informed
22 business decisions regarding how to compete in the market.

1 **Q. DOES THE ADDITION OF THIS LANGUAGE ADD AMBIGUITY AS**
2 **ESCHELON ASSERTS?**

3 A. No. In fact, just the opposite is true. As I just explained, the Qwest language
4 provides clarity about the application of rates should there be any question
5 regarding the effective date.

6

7 **Q. DOES THE QWEST LANGUAGE TAKE AWAY ANY DISCRETION**
8 **FROM THE STATE COMMISSIONS?**

9 A. No. The language states that rates should be applied on a prospective basis “unless
10 otherwise ordered by the Commission.”

11

12 **Q. HAS ESCHELON NOW OFFERED ALTERNATIVE LANGUAGE FOR**
13 **ISSUE NO. 2-3?**

14 A. Yes. Eschelon is now offering to add a clarifying sentence in section 2.2 which
15 reads as follows:

16

17 The rates in Exhibit A and when they apply are further addressed in
18 Section 22. Generally, with respect to rates, this Section 2.2 addresses
19 changes to rates that have been previously approved by the Commission,
20 and Section 22 (Pricing) also addresses rates that have not been previously
21 approved by the Commission (Unapproved Rates).

22

23 **Q. DOES QWEST ACCEPT THE NEW ESCHELON LANGUAGE?**

24 A. No. It is not clear to Qwest what the addition of this language accomplishes. The
25 Qwest language is very clear about when rates apply. Under Qwest’s proposal, one

1 looks first to the commission order to determine when a rate applies. If the
2 commission order fails to address the issue, a rate change is applied prospectively.

3

4 **Q. HAS ESCHELON NOW ALSO PROPOSED ADDITIONAL LANGUAGE**
5 **FOR SECTION 22.4.1.2 THAT CLARIFIES THAT RATES ORDERED BY**
6 **THE COMMISSION SHOULD BE APPLIED ON A PROSPECTIVE**
7 **BASIS UNLESS OTHERWISE ORDERED BY THE COMMISSION?**

8 A. Yes. Despite Eschelon's earlier claim that such language is not necessary, Eschelon
9 has now agreed to add clarifying language.

1 **Issue No. 2-4**

2

3 **Q. PLEASE EXPLAIN DISPUTED ISSUE NO. 2-4.**

4 A. Disputed Issue No. 2-4 relates to the changes in law provision of section 2.2 and
5 whether they are effective on the date of the change in law or effective on the date
6 that the interconnection agreement is amended.

7

8 **Q. WHAT LANGUAGE IS QWEST PROPOSING?**

9 A. Qwest is proposing the following language:

10 . When a regulatory body or court issues an order causing a change in law
11 and that order does not include a specific implementation date, a Party
12 may provide notice to the other Party within thirty (30) Days of the
13 effective date of that order and any resulting amendment shall be deemed
14 effective on the effective date of the legally binding change or
15 modification of the Existing Rules for rates, and to the extent practicable
16 for other terms and conditions, unless otherwise ordered. In the event
17 neither Party provides notice within thirty (30) Days, the effective date of
18 the legally binding change shall be the effective date of the amendment
19 unless the Parties agree to a different date.

20

21 **Q. WHAT LANGUAGE IS ESCHELON PROPOSING?**

22 A. Eschelon has proposed the following changes to Qwest's language

23 ~~When a regulatory or court issues an order causing a change in law and~~
24 ~~that order does not include a specific implementation date, a Party may~~
25 ~~provide notice to the other Party within thirty (30) Days of the effective~~
26 ~~date of an order issuing a legally binding change, aAny amendment shall~~
27 ~~be deemed effective on the effective date of the legally binding change or~~
28 ~~modification of the Existing Rules for rates, and to the extent practicable~~
29 ~~for other terms and conditions, unless otherwise ordered. In the event~~
30 ~~neither Party provides notice within thirty (30) Days, the effective date of~~
31 ~~the legally binding change shall be the effective date of the amendment~~
32 ~~unless the Parties agree to a different date.~~

1 **Q. WHY SHOULD THE QWEST LANGUAGE BE ADOPTED?**

2 A. Many change of law orders do not provide clear implementation dates and require
3 the parties to negotiate changes to the ICA. Generally, one party or the other
4 obtains an advantage as a result of the change in law and the other party benefits
5 from delaying implementation. Qwest’s proposed language accomplishes two
6 primary goals: 1) it removes the incentive for either party to delay negotiations of a
7 change in law; and 2) it eliminates the possibility, and subsequent significant
8 financial impact, of either party attempting to apply change in law retroactively
9 over a long period of time.

10
11 In the absence of clear direction in an FCC or court order, Qwest urges the
12 Commission to adopt the language proposed by Qwest because it provides incentive
13 to the parties to quickly either resolve their differences or bring their disputes to the
14 Commission. The language proposed by Qwest will reduce litigation by removing
15 one potential issue from dispute and will ensure that the parties have an incentive to
16 quickly resolve change of law issues that arise in the future.

17
18 **Q. IS ESCHELON NOW PROPOSING ALTERNATIVE LANGUAGE FOR**
19 **ISSUE NO. 2-4?**

20 A. Yes. Eschelon has now offered alternative language related to Issue No. 2-4 -
21 change of law. The existing agreed upon language provides that the Agreement
22 “shall” be amended to reflect a legally binding modification or change of the
23 Existing Rules. Eschelon proposes to add a sentence stating, “Each Party has an

1 obligation to ensure that the Agreement is amended accordingly.” In addition,
2 Eschelon proposes to insert the following language.

3
4 Each Party reserves its rights with respect to the effective date of a legally
5 binding modification or change of the Existing Rules and, if different,
6 other dates for implementation or application of an order, if any. If a Party
7 desires a particular deadline or time period for application or
8 implementation of any aspect of a proposed order, the Party may request
9 under the Commission’s regularly established rules that the Commission
10 establish a specific implementation date, stay the order, or provide other
11 such relief as applicable. If, however, the Commission enters an order that
12 is silent on the issue, the order shall be implemented and applied on a
13 prospective basis from the date that the order is effective either by
14 operation of law or as otherwise stated in the order (such as “effective
15 immediately” or a specific date), unless subsequently otherwise ordered by
16 the Commission or, if allowed by the order, agreed upon by the Parties.

17
18 Qwest objects to this new language. Rather than providing a clear process for how
19 the parties are to proceed in cases of change of law as the Qwest language does, the
20 new Eschelon language appears only to preserve the parties’ rights to resolve this
21 issue at a future time.

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IV. SECTION 5 DISPUTED ISSUES

Q. WHAT ARE THE ISSUES THAT ARE AT DISPUTE IN SECTION 5?

A. There are nine issues at dispute in section 5. All but one of the issues concern payment and deposit requirements and fall into three general subparts related to:

- the time at which a party may discontinue processing orders or disconnect service due to the other party’s failure to pay undisputed bills;
- the definition of “repeatedly delinquent”; and
- a party’s right to review a credit report and increase deposit requirements.

Qwest’s proposals for these issues are consistent with the practices it follows with other carriers in Oregon. Qwest’s proposals are designed to provide it with a meaningful opportunity to protect against losses in the event that Eschelon fails to pay or is unable to pay its bills.

Eschelon seeks to decrease Qwest’s ability to collect its bills by requiring Qwest to clear hurdles such as waiting for commission review before discontinuing order processing (Issue 5-6) or demanding a deposit (Issues 5-12, 5-13, 5-14). Eschelon seeks to water down its obligation to pay bills by limiting its obligations to pay not

1 to the amount of the bill, but rather an amount that is close to the amount billed.
2 (Issue 5-8). Even then, Eschelon seeks to water down that obligation to re-define
3 “repeatedly delinquent” in such a manner that it would only be obligated to pay its
4 bills on time four months a year to avoid triggering a potential deposit requirement.
5 (Issue 5-9).

6
7 Eschelon proposes to further limit Qwest’s ability to seek a deposit by attempting to
8 limit that right to its weakened definition of “repeatedly delinquent” thereby
9 eliminating other possibilities where a deposit request would be appropriate (Issue
10 5-13). Even in that situation, Eschelon seeks to require Qwest to either seek
11 Commission approval or wait for a Commission decision to demand a deposit.
12 (Issue 5-12).

13
14 The cumulative effect of these proposals is to make it very difficult for Qwest to
15 take effective action to collect valid, undisputed bills owed by Eschelon. This
16 greatly increases Qwest’s financial exposure. In the event that Eschelon were to
17 experience financial difficulties, Eschelon’s proposals could prove disastrous for
18 Qwest, particularly if a number of CLECs opt in to this agreement and then CLECs
19 face difficult financial times.

1 **Issue No. 5-6**

2

3 **Q. PLEASE DESCRIBE ISSUES NO. 5-6?**

4 A. Issue No. 5-6 is related to section 5.4.2 of the ICA that deals with the
5 discontinuation of taking orders in cases of non-payment.

6

7 **Q. WHAT LANGUAGE IS QWEST PROPOSING FOR SECTION 5.4.2?**

8 A. Qwest proposes the following language:

9 5.4.2 One Party may discontinue processing orders for relevant services
10 for the failure of the other Party to make full payment, less any disputed
11 amount as provided for in Section 21.8 of this Agreement, for the relevant
12 services provided under this Agreement within thirty (30) Days following
13 the Payment Due Date. The Billing Party will notify the other Party in
14 writing and the Commission on a confidential basis at least ten (10)
15 business days prior to discontinuing the processing of orders for the
16 relevant services. If the Billing Party does not refuse to accept additional
17 orders for the relevant services on the date specified in the ten (10)
18 business days notice, and the other Party's non-compliance continues,
19 nothing contained herein shall preclude the Billing Party's right to refuse
20 to accept additional orders for the relevant services from the non-
21 complying Party without further notice. Additionally, the Billing Party
22 may require a deposit (or additional deposit) from the billed Party,
23 pursuant to Section 5.4.5. The Billing Party shall resume order processing
24 without unreasonable delay upon receipt of full payment of all charges,
25 and payment of a deposit, if any, for the relevant services not disputed in
26 good faith under this Agreement. Both Parties agree, however, that the
27 application of this provision will be suspended for the initial three (3)
28 Billing cycles of this Agreement and will not apply to amounts billed
29 during those three (3) cycles. In addition to other remedies that may be
30 available at law or equity, the billed Party reserves the right to seek
31 equitable relief, including injunctive relief and specific performance.

32

33 **Q. WHAT LANGUAGE IS ESCHELON PROPOSING?**

34 A. Eschelon has two alternative proposals for section 5.4.2.

1 **Q. WHAT IS THE FIRST ESCHELON PROPOSAL?**

2 A. Eschelon seeks to insert words requiring Commission approval at the beginning of
3 section 5.4.2:

4 5.4.2 **With the Commission's approval,** One Party may discontinue
5 processing orders for relevant services for the failure of the other Party to
6 make full payment, less any disputed amount as provided for in Section
7 21.8 of this Agreement, for the relevant services provided under this
8 Agreement within thirty (30) Days following the Payment Due Date.
9

10 **Q. WHAT LANGUAGE DOES ESCHELON PROPOSE AS A SECOND**
11 **ALTERNATIVE?**

12 A. Eschelon's alternative proposal is to insert an additional sentence into the Qwest
13 proposed language as indicated below:

14
15 5.4.2 One Party may discontinue processing orders for relevant services
16 for the failure of the other Party to make full payment, less any disputed
17 amount as provided for in Section 21.8 of this Agreement, for the relevant
18 services provided under this Agreement within thirty (30) Days following
19 the Payment Due Date. The Billing Party will notify the other Party in
20 writing and the Commission on a confidential basis at least ten (10)
21 business days prior to discontinuing the processing of orders for the
22 relevant services. If the Billing Party does not refuse to accept additional
23 orders for the relevant services on the date specified in the ten (10)
24 business days notice, and the other Party's non-compliance continues,
25 nothing contained herein shall preclude the Billing Party's right to refuse
26 to accept additional orders for the relevant services from the non-
27 complying Party without further notice. **If the billed Party asks the**
28 **Commission to prevent discontinuance of order processing and/or**
29 **rejection of orders (e.g., because delay in submitting dispute or**
30 **making payment was reasonably justified due to inaccurate or**
31 **incomplete Billing), the Billing Party will continue order processing**
32 **while the proceedings are pending, unless the Commission orders**
33 **otherwise.** Additionally, the Billing Party may require a deposit (or
34 additional deposit) from the billed Party, pursuant to Section 5.4.5. The
35 Billing Party shall resume order processing without unreasonable delay
36 upon receipt of full payment of all charges, and payment of a deposit, if
37 any, for the relevant services not disputed in good faith under this

1 Agreement. Both Parties agree, however, that the application of this
2 provision will be suspended for the initial three (3) Billing cycles of this
3 Agreement and will not apply to amounts billed during those three (3)
4 cycles. In addition to other remedies that may be available at law or
5 equity, the billed Party reserves the right to seek equitable relief, including
6 injunctive relief and specific performance.
7

8 **Q. WHY IS QWEST OPPOSED TO THE TWO ALTERNATIVES PROPOSED**
9 **BY ESCHELON?**

10 A. Qwest is entitled to timely payment for services rendered and to take remedial
11 action if the risk of non-payment is apparent. Although the language in section
12 5.4.2 is written as if it applies to either party, in practice, it applies only to Qwest
13 because Qwest is the only party that is processing orders under the ICA. Therefore,
14 this section restricts only Qwest's ability to discontinue processing Eschelon's
15 orders if Eschelon fails to pay.

16
17 Qwest's language provides Eschelon with 30 days before the billed amount is due
18 and another 30 days before Qwest would discontinue processing orders if Eschelon
19 failed to pay. Further, Eschelon may invoke a dispute resolution process under
20 section 21.8 if it has a good faith dispute about its bill. Under this process,
21 Eschelon is not required to pay disputed amounts until the dispute is resolved.
22 Eschelon's first proposal related to discontinuing orders would prevent Qwest from
23 taking action unless and until it obtains Commission approval. Placing the burden
24 on Qwest to file for Commission action and allowing Eschelon to continue to incur
25 debt while that action is pending as is required under Eschelon's first alternative is

1 unreasonable in light of the fact that it is Eschelon's obligation to pay its undisputed
2 bills in a timely fashion.

3
4 Eschelon's second alternative to Qwest's language is equally inequitable. Whereas
5 Eschelon's first alternative asks the Commission to adopt language requiring Qwest
6 to obtain Commission **approval** prior to discontinuing the processing of orders as a
7 result of Eschelon's own failure to pay its bills in a timely fashion, Eschelon's
8 second alternative proposes language whereby the simple act of its "asking" the
9 Commission to prevent the discontinuation of order processing would prevent
10 Qwest from protecting itself from mounting unpaid debt and force it to continue to
11 process orders pending the outcome of a proceeding. This places Qwest at
12 additional risk of providing service to the CLEC without assurance of being
13 compensated.

14
15 While it recognizes the significance of discontinuing order processing, Qwest
16 believes it serves no useful purpose to have the Commission get involved in
17 collection issues at this stage. Because this issue involves undisputed bills,
18 Eschelon should have no problem making a payment and resolving the situation. If
19 there is a dispute as to what constitutes an undisputed bill, Qwest may not, contrary
20 to Eschelon's assertion, unilaterally take such action pursuant to the terms of the
21 interconnection agreement. Finally, even if Qwest ignores these restrictions,
22 Eschelon has recourse under the provisions of the ICA if it believes that Qwest is

1 treating it unfairly. The Commission should become involved in issues between the
2 parties only as a last resort, not as a normal course of business.

3

4 **Q. DOES THE LANGUAGE IN QWEST'S OREGON SGAT REQUIRE**
5 **COMMISSION APPROVAL TO SUSPEND ORDER ACTIVITY IN CASES**
6 **OF NON-PAYMENT?**

7 A. No. The language in the SGAT (Statement of Generally Available Terms and
8 Conditions), which was developed by the CLECs and Qwest during the Section 271
9 workshops (docket UM 823), does not require Commission approval to suspend
10 order activity in cases of non-payment.

1 **Issue No. 5-7**

2

3 **Q. PLEASE DESCRIBE ISSUE NO. 5-7.**

4 A. Issue No 5-7 is related to section 5.4.3 of the ICA that deals with the disconnection
5 of service in cases of non-payment.

6

7 **Q. WHAT LANGUAGE IS QWEST PROPOSING FOR SECTION 5.4.3?**

8 A. Qwest proposes the following language:

9 5.4.3 The Billing Party may disconnect any and all relevant
10 services for failure by the billed Party to make full payment, less any
11 disputed amount as provided for in Section 21.8 of this Agreement, for the
12 relevant services provided under this Agreement within sixty (60) Days
13 following the Payment Due Date. For Resale products pursuant to Section
14 6, the billed Party will pay the applicable tariffed non-recurring charge
15 less the wholesale discount set forth in Exhibit A, required to reconnect
16 each resold End User Customer line disconnected pursuant to this
17 paragraph. The Billing Party will notify the billed Party in at least ten (10)
18 business days prior to disconnection of the unpaid service(s). In case of
19 such disconnection, all applicable undisputed charges, including
20 termination charges, if any, shall become due. If the Billing Party does
21 not disconnect the billed Party's service(s) on the date specified in the ten
22 (10) business days notice, and the billed Party's noncompliance
23 continues, nothing contained herein shall preclude the Billing Party's right
24 to disconnect any or all relevant services of the non-complying Party
25 without further notice. For reconnection of the non-paid service to occur,
26 the billed Party will be required to make full payment of all past and
27 current undisputed charges under this Agreement for the relevant services.
28 Additionally, the Billing Party may request a deposit (or recalculate the
29 deposit) as specified in Sections 5.4.5 and 5.4.7 from the billed Party,
30 pursuant to this Section. Both Parties agree, however, that the application
31 of this provision will be suspended for the initial three (3) Billing cycles of
32 this Agreement and will not apply to amounts billed during those three (3)
33 cycles. In addition to other remedies that may be available at law or
34 equity, each Party reserves the right to seek equitable relief, including
35 injunctive relief and specific performance.

1 **Q. WHAT LANGUAGE DOES ESCHELON PROPOSE?**

2 A. Eschelon proposes to revise the Qwest language by adding the two passages which
3 are underlined in bold below:

4 5.4.3 **With the Commissions approval pursuant to Section**
5 **5.13.1, ¶**the Billing Party may disconnect any and all relevant services
6 for failure by the billed Party to make full payment, less any disputed
7 amount as provided for in Section 21.8 of this Agreement, for the relevant
8 services provided under this Agreement within sixty (60) Days following
9 the Payment Due Date. For Resale products pursuant to Section 6, the
10 billed Party will pay the applicable tariffed non-recurring charge less the
11 wholesale discount set forth in Exhibit A, required to reconnect each
12 resold End User Customer line disconnected pursuant to this paragraph.
13 The Billing Party will notify the billed Party in at least ten (10) business
14 days prior to disconnection of the unpaid service(s). In case of such
15 disconnection, all applicable undisputed charges, including termination
16 charges, if any, shall become due. If the Billing Party does not disconnect
17 the billed Party's service(s) on the date specified in the ten (10) business
18 days notice, and the billed Party's noncompliance continues, nothing
19 contained herein shall preclude the Billing Party's right to disconnect any
20 or all relevant services of the non-complying Party without further notice,
21 **if disconnection has been approved by the Commission.** For
22 reconnection of the non-paid service to occur, the billed Party will be
23 required to make full payment of all past and current undisputed charges
24 under this Agreement for the relevant services. Additionally, the Billing
25 Party may request a deposit (or recalculate the deposit) as specified in
26 Sections 5.4.5 and 5.4.7 from the billed Party, pursuant to this Section.
27 Both Parties agree, however, that the application of this provision will be
28 suspended for the initial three (3) Billing cycles of this Agreement and
29 will not apply to amounts billed during those three (3) cycles. In addition
30 to other remedies that may be available at law or equity, each Party
31 reserves the right to seek equitable relief, including injunctive relief and
32 specific performance.

33
34 **Q. WHY IS QWEST OPPOSED TO THE ADDED LANGUAGE?**

35 A. As was the case in Issue No. 5-6, Eschelon's language would prevent Qwest from
36 taking action unless and until it obtains Commission approval. Placing the burden
37 on Qwest to file for Commission action and allowing Eschelon to continue to incur

1 debt while that action is pending is unreasonable in light of the fact that it is
2 Eschelon's obligation to pay its undisputed bills in a timely fashion. Again, Qwest
3 does not believe that it is appropriate to involve the Commission when a CLEC fails
4 to pay undisputed bills, particularly since Eschelon has recourse under the
5 provisions of the ICA if it believes that Qwest is treating it unfairly.

6

7 **Q. DOES THE LANGUAGE IN THE QWEST SGAT REQUIRE COMMISSION**
8 **APPROVAL TO DISCONNECT SERVICE IN CASES OF NON-PAYMENT?**

9 A. No. The language in the SGAT, which was developed by consensus during the
10 Section 271 workshops (UM 823), does not require Commission approval to
11 disconnect service in cases of non-payment.

1 **Issue No. 5-7(a)**

2

3 **Q. PLEASE DESCRIBE ISSUE NO. 5-7(a)?**

4 A. This issue is related to the default provisions in section 5.13.1.

5 **Q. WHAT LANGUAGE IS QWEST PROPOSING FOR 5.13.1?**

6 5.13.1 If either Party defaults in the payment of any amount due
7 hereunder, or if either Party violates any other material provision of this
8 Agreement, and such default or violation shall continue for thirty (30)
9 Days after written notice thereof, the other Party may seek relief in
10 accordance with the Dispute resolution provision of this Agreement. The
11 failure of either Party to enforce any of the provisions of this Agreement
12 or the waiver thereof in any instance shall not be construed as a general
13 waiver or relinquishment on its part of any such provision, but the same
14 shall, nevertheless, be and remain in full force and effect. To the extent
15 that either Party disputes, pursuant to Section 21.8, any amount due
16 hereunder, the Party's withholding of such disputed amounts pursuant to
17 Section 21.8 shall not constitute a default under this Section 5.13 during
18 the pendency of such dispute.
19

20 **Q. WHAT IS ESCHELON'S PROPOSED LANGUAGE?**

21 A. Eschelon proposes to revise the Qwest language by adding the two passages which
22 are underlined in bold below:

23 5.13.1 If either Party defaults in the payment of any amount due
24 hereunder, or if either Party violates any other material provision of this
25 Agreement, and such default or violation shall continue for thirty (30)
26 Days after written notice thereof, the other Party **must notify the**
27 **Commission in writing and** may seek relief in accordance with the
28 Dispute resolution provision of this Agreement. The failure of either Party
29 to enforce any of the provisions of this Agreement or the waiver thereof in
30 any instance shall not be construed as a general waiver or relinquishment
31 on its part of any such provision, but the same shall, nevertheless, be and
32 remain in full force and effect. **Neither Party shall disconnect service to**
33 **the other Party without first obtaining Commission approval.** To the
34 extent that either Party disputes, pursuant to Section 21.8, any amount due
35 hereunder, the Party's withholding of such disputed amounts pursuant to
36 Section 21.8 shall not constitute a default under this Section 5.13 during

1 the pendency of such dispute.

2

3 **Q. WHY DOES QWEST OBJECT TO THE ESCHELON ADDITIONS?**

4 A. Qwest objects to the additional language for all of the reasons cited in the
5 discussion of Issue No. 5-7.

6

7 **Q. WAS THE LANGUAGE QWEST IS PROPOSING AGREED TO BY**
8 **QWEST AND THE CLECs DURING THE 271 WORKSHOPS?**

9 A. Yes. The only difference between the Qwest language and the language that was
10 developed by consensus during the section 271 workshops (docket UM 823) is the
11 addition of the last sentence which clarifies that withholding disputed billing
12 amounts does not constitute default.

1 **Q. PLEASE DESCRIBE ISSUE NOS. 5-8 THROUGH 5-12.**

2 A. These issues are all related to section 5.4.5 of the contract concerning deposit
3 requirements.

4

5 **Q. WHAT LANGUAGE IS QWEST PROPOSING FOR THIS SECTION?**

6 A. Qwest proposes the following language for section 5.4.5:

7

8 5.4.5 Each Party will determine the other Party's credit status based on
9 previous payment history as described below or, if the Parties are doing
10 business with each other for the first time, based on credit reports such as
11 Dun and Bradstreet. If a Party that is doing business with the other Party
12 for the first time has not established satisfactory credit with the other
13 Party according to the previous sentence or the Party is Repeatedly
14 Delinquent in making its payments, or the Party is being reconnected
15 after a disconnection of service or discontinuance of the processing of
16 orders by the Billing Party due to a previous non-payment situation, the
17 Billing Party may require a deposit to be held as security for the payment
18 of charges before the orders from the billed Party will be provisioned and
19 completed or before reconnection of service. "Repeatedly Delinquent"
20 means payment of any undisputed amount received more than thirty (30)
21 Days after the Payment Due Date, three (3) or more times during a twelve
22 (12) month period on the same Billing account number. The deposit may
23 not exceed the estimated total monthly charges for an average two (2)
24 month period within the 1st three (3) months from the date of the
25 triggering event which would be either the date of the request for
26 reconnection of services or resumption of order processing and/or the
27 date CLEC is Repeatedly Delinquent as described above for all services.
28 The deposit may be a surety bond if allowed by the applicable
29 Commission regulations, a letter of credit with terms and conditions
30 acceptable to the Billing Party, an – interest bearing escrow account, or
31 some other form of mutually acceptable security such as a cash deposit.
32 Required deposits are due and payable within thirty (30) Days after
33 demand and conditions being met.

1 **Issue No. 5-8**
2

3 **Q. PLEASE EXPLAIN ISSUE NO. 5-8.**

4 A. Issue No. 5-8 concerns Eschelon’s proposal to insert the words “non-de minimus”
5 into the repeatedly delinquent definition in section 5.4.5 so that “‘Repeatedly
6 Delinquent’ means payment of any undisputed *non-de minimus* amount received
7 more than thirty (30) days after the Payment Due Date . . . “

8
9 **Q. WHY IS QWEST OPPOSED TO THIS ADDITION?**

10 A. Rather than adding clarity to the language, this addition of a vague term such as
11 “non-de minimus” to the definition does just the opposite and creates the possibility
12 that the parties will be appearing before the Commission to clarify what they
13 intended by “non de-minimis amount”. Eschelon argues that this language protects
14 it from Qwest action in the event that Eschelon pays the wrong amount in error and
15 is off by a few dollars. Such a concern is unfounded. It is not Qwest’s practice to
16 undertake this type of collections actions for minimal dollar amounts and Eschelon
17 itself has not claimed that Qwest has ever invoked deposit requirements based on
18 insignificant amounts. The more problematic situation relates to determining what
19 de minimus means. Does it mean \$100? Does it mean \$1,000? Does it mean
20 \$10,000 or \$100,000? Eschelon’s language would give Eschelon the ability to
21 argue that any of these amounts is de minimus in a proceeding where it is
22 undisputed that Eschelon owes outstanding charges to Qwest. In that situation,
23 Eschelon should simply pay its bill.

1 **Q. DOES THE ESCHELON PAYMENT HISTORY REFLECT DE MINIMUS**
2 **DISPUTES?**

3 A. No. Qwest's recent letter to Eschelon demanded that it pay **undisputed**
4 outstanding bills of over \$3 million dollars. As noted above, it is not Qwest's
5 practice, nor is it financially wise or feasible, to take collection action for "a few
6 dollars." Eschelon's proposed language invites litigation and is wholly
7 unnecessary.

1 **Issue No. 5-9**

2

3 **Q. PLEASE DESCRIBE ISSUE NO.5-9.**

4 A. Issue No. 5-9 concerns the first and second of three Eschelon alternative proposals
5 to define “repeatedly delinquent.” Whereas the Qwest language defines “repeatedly
6 delinquent” to mean payment of any undisputed amount received more than thirty
7 (30) Days after the Payment Due Date, three (3) or more times during a twelve (12)
8 month period, in its first alternative, Eschelon proposes that payments must be more
9 than 30 days late for “three (3) consecutive months.”

10

11 **Q. WHY IS QWEST OPPOSED TO THE ESCHELON DEFINITION?**

12 A. The Eschelon definition fails to provide the proper incentive for timely payment.
13 Under this proposal, Eschelon could be delinquent in its payments for two months,
14 pay the bill for the third month on time, and then be delinquent again for the next
15 two months. Qwest’s proposal is a reasonable business practice and is identical to
16 the “repeatedly delinquent” definition that was reviewed and agreed to in the
17 Section 271 workshops by those participating CLECs. Eschelon can provide no
18 legitimate argument to change this language other than to give itself additional and
19 unwarranted business advantage.

1 **Q. WHAT IS ESCHELON'S SECOND ALTERNATIVE FOR THE**
2 **DEFINITION OF "REPEATEDLY DELINQUENT"?**

3 A. In its second alternative, Eschelon proposes that in order to be considered
4 "repeatedly delinquent," payments must be more than 30 days late "three or more
5 times during a six (6) month period."

6

7 **Q. WHY IS QWEST OPPOSED TO THIS DEFINITION?**

8 A. Like the first alternative, this definition fails to provide the proper incentive for
9 timely payment and should be rejected. Under this definition, Eschelon could still
10 be late with payments 33% of the time, which is hardly an encouragement for
11 timely bill payment.

1 **Issue No. 5-11.**

2

3 **Q. PLEASE DESCRIBE ISSUE NO. 5-11.**

4 A. Issue No. 5-11 concerns Eschelon's proposal to add a qualifier to the deposit due
5 date language at the end of section 5.4.5. Eschelon proposes to add the following
6 underlined information:

7 Required deposits are due and payable within thirty (30) Days after
8 demand and conditions being met, **unless the billed Party challenges the**
9 **amount of the deposit or deposit requirement (e.g., because delay in**
10 **submitting disputes or making payment was reasonably justified due**
11 **to inaccurate or incomplete Billing) pursuant to Section 5.18. If such**
12 **a Dispute is brought before the Commission, deposits are due and**
13 **payable as of the date ordered by the Commission.**

14

15 **Q. WHY IS QWEST OPPOSED TO THE ADDITIONAL LANGUAGE?**

16 A. The added language is not necessary. Eschelon has a right under section 5.4.4 to
17 dispute Qwest's billing; a second opportunity to do so, which is what Eschelon
18 seeks here, is unnecessary and inequitable. Eschelon simply seeks to further delay
19 Qwest's right to protection in the face of increased payment risk.

1 Issue No. 5-12

2

3 **Q. PLEASE DESCRIBE ISSUE NO. 5-12.**

4 A. Issue No. 5-12 concerns Eschelon's third alternative to Qwest's repeatedly
5 delinquent language. With this alternative, Eschelon proposes to do away entirely
6 with the repeatedly delinquent language and instead have the Commission
7 determine whether a deposit should be required. Under this alternative Eschelon
8 proposes the following language for section 5.4.5:

9 ~~Each Party will determine the other Party's credit status based on previous~~
10 ~~payment history as described below or, if the Parties are doing business~~
11 ~~with each other for the first time, **each party will determine the other**~~
12 ~~**Party's credit status** based on credit reports such as Dun and Bradstreet.~~
13 ~~If a Party that is doing business with the other Party for the first time has~~
14 ~~not established satisfactory credit with the other Party according to the~~
15 ~~previous sentence or the Party is Repeatedly Delinquent in making its~~
16 ~~payments, or the Party is being reconnected after a disconnection of~~
17 ~~service or discontinuance of the processing of orders by the Billing Party~~
18 ~~due to a previous non-payment situation, the Billing Party may require a~~
19 ~~deposit to be held as security for the payment of charges before the orders~~
20 ~~from the billed Party will be provisioned and completed or before~~
21 ~~reconnection of service. **The Billing Party may also require a deposit**~~
22 ~~**for the failure of the other Party to make full payment, less any**~~
23 ~~**disputed amount as provided for in Section 21 of this Agreement, for**~~
24 ~~**the relevant services provided under this Agreement within ninety**~~
25 ~~**(90) Days following the Payment Due Date, if the Commission**~~
26 ~~**determines that all relevant circumstances warrant a deposit.**~~
27 ~~**"Repeatedly delinquent" means any payment received thirty (30)**~~
28 ~~**Days or more after the Payment Due Date, three (3) or more times**~~
29 ~~**during a twelve (12) month period on the same Billing account**~~
30 ~~**number. Accounts with amounts disputed under the dispute**~~
31 ~~**provisions of this agreement shall not be included as Repeatedly**~~
32 ~~**Delinquent based on amounts in dispute alone.** The deposit may not~~
33 ~~exceed the estimated total monthly charges for an average two (2) month~~
34 ~~period within the 1st three (3) months from the date of the triggering event~~
35 ~~which would be either the date of the request for reconnection of services~~
36 ~~or resumption of order processing ~~and/or the date CLEC is repeatedly~~~~
37 ~~~~delinquent as described above~~ for all services. The deposit may be a~~

1 surety bond if allowed by the applicable Commission regulations, a letter
2 of credit with terms and conditions acceptable to the Billing Party, an –
3 interest bearing escrow account, or some other form of mutually
4 acceptable security such as a cash deposit. Required deposits are due and
5 payable within thirty (30) Days after demand and conditions being met.
6
7

8 **Q. WHY DOES QWEST OBJECT TO THIS LANGUAGE?**

9 A. This language would require a party to abstain from demanding and collecting a
10 deposit pending the outcome of a Commission proceeding addressing the issue of
11 whether a deposit can be required. By proposing this type of delay, Eschelon seeks
12 to have the Commission micro-manage the parties' relationship and prohibit a party
13 from utilizing reasonable business practices. If a billed party is repeatedly
14 delinquent in making its payments, the billing party should be entitled to protect
15 itself from increasing debt and credit risk by requiring the other party to pay a
16 deposit.
17

18 **Q. IS THIS A SIGNIFICANT CONCERN FOR QWEST?**

19 A. This concern is very real. With the burst of the dot com bubble, many players in
20 the telecommunications industry have faced financial trouble. Where Qwest has
21 faced regulatory hurdles or been slow to take collection action, it has been faced
22 with millions of dollars in unpaid bills. Qwest has found it necessary on numerous
23 occasions to take action to limit its exposure when a CLEC struggles.

1 **Issue No. 5-13**

2

3 **Q. PLEASE EXPLAIN ISSUE NO. 5-13.**

4 A. This issue has to do with credit review language in section 5.4.7. Qwest proposes
5 the following language:

6 5.4.7 The Billing Party may review the other Party's credit standing and
7 increase the amount of deposit required but in no event will the maximum
8 amount exceed the amount stated in Section 5.4.5.

9

10 **Q. WHAT LANGUAGE DOES ESCHELON PROPOSE?**

11 A. Eschelon has two alternative proposals. The first alternative is a proposal to omit
12 the Qwest section 5.4.7 language in its entirety. The second alternative is to modify
13 the Qwest language as follows:

14 5.4.7 **If a Party has received a deposit pursuant to Section 5.4.5 but**
15 **the amount of the deposit is less than the maximum deposit amount**
16 **permitted by Section 5.4.5,** the Billing Party may review the other
17 Party's credit standing and increase the amount of deposit required, **if**
18 **approved by the Commission,** but in no event will the maximum amount
19 exceed the amount stated in Section 5.4.5. **Section 5.4 is not intended to**
20 **change the scope of any regulatory agency's or bankruptcy court's**
21 **authority with regard to Qwest or CLECs.**

22

23 **Q. WHY DOES QWEST BELIEVE ITS SECTION 5.4.7 LANGUAGE IS**
24 **NECESSARY?**

25 A. Qwest proposes language that allows it to review the other party's credit standing
26 and increase the amount of deposit required subject to the limitations set forth in
27 section 5.4.5. This proposal reflects a reasonable and customary business practice.
28 Again, a billing party is entitled to protect itself from credit risk. Eschelon argues

1 that there is no “triggering event” for the deposit requirement, but the credit review
2 itself is that event if Qwest determines that Eschelon’s credit standing warrants the
3 imposition of a deposit requirement. In light of the frequency of
4 telecommunications carriers declaring bankruptcy or simply shutting their doors,
5 the need for a service provider like Qwest to be able to conduct credit reviews of its
6 customers is acute

7
8 **Q. WHY IS QWEST OPPOSED TO THE LANGUAGE ESCHELON**
9 **PROPOSES AS AN ALTERNATIVE TO STRIKING SECTION 5.4.7**
10 **ENTIRELY?**

11 A. Eschelon’s second alternative again inappropriately involves the Commission as a
12 party to the business relationship and adds significant delay and inefficiency to a
13 reasonable business practice accepted by every other CLEC doing business with
14 Qwest. In addition, Qwest objects to the clause inserted at the beginning of the
15 section. This language is designed to prevent Qwest from asking for a deposit if a
16 deposit has not previously been requested. This undermines the purpose of section
17 5.4.7 which is to allow deposit requirements to reflect a change in circumstances.
18 A change in circumstances may well warrant a deposit requirement despite the fact
19 that a deposit has not been required previously. Eschelon’s language would
20 prohibit this reasonable business practice and should be rejected.

- 1 **Q. WAS THE QWEST PROPOSED LANGUAGE AGREED TO BY QWEST**
- 2 **AND THE CLECs DURING THE 271 PROCESS?**
- 3 **A. Yes.**

1 **Issue No. 5-16**

2

3 **Q. PLEASE DESCRIBE ISSUE NO. 5-16.**

4 A. Issue No. 5-16 is related to section 5.16.9.1 of the ICA that concerns the very
5 limited disclosure of CLEC individual forecasts and forecasting information.

6

7 **Q. WHAT LANGUAGE IS QWEST PROPOSING?**

8 A. Qwest proposes the following language:

9 5.16.9.1 The Parties may disclose, on a need to know basis only, CLEC
10 individual forecasts and forecasting information disclosed by Qwest, to
11 legal personnel, if a legal issue arises about that forecast, as well as to
12 CLEC's wholesale account managers, wholesale LIS and Collocation
13 product managers, network and growth planning personnel responsible for
14 preparing or responding to such forecasts or forecasting information. In
15 no case shall retail marketing, sales or strategic planning have access to
16 this forecasting information. The Parties will inform all of the
17 aforementioned personnel, with access to such Confidential Information,
18 of its confidential nature and will require personnel to execute a non-
19 disclosure agreement which states that, upon threat of termination, the
20 aforementioned personnel may not reveal or discuss such information with
21 those not authorized to receive it except as specifically authorized by law.
22 Violations of these requirements shall subject the personnel to disciplinary
23 action up to and including termination of employment.

24

25 **Q. WHAT IS ESCHELON'S PROPOSED LANGUAGE?**

26 A. Eschelon accepts the Qwest language but proposes to insert the following language
27 prior to final sentence of the Qwest provision:

28 Qwest shall provide CLEC with a signed copy of each non-disclosure
29 agreement executed by Qwest personnel within ten (10) Days of
30 execution.

1 **Q. WHY IS QWEST OPPOSED TO THE INSERTED LANGUAGE?**

2 A. The proposed insertion is unnecessary. Qwest's provision mandates very strict
3 procedures for the handling of CLEC forecasted information. Qwest may disclose
4 the information only to legal personnel, if a legal issue arises, and to CLEC
5 wholesale account managers, wholesale LIS and Collocation product managers,
6 network and growth planning personnel "responsible for preparing or responding to
7 such forecasts or forecasting information." The provision expressly prohibits
8 disclosure to retail marketing, sales or strategic planning personnel, and requires
9 Qwest employees to execute nondisclosure agreements.

10

11 Eschelon demands a change to this provision to require Qwest to provide it with
12 copies of employee's nondisclosure agreements within 10 days of execution. This
13 demand places an unnecessary administrative burden on Qwest, particularly if the
14 precedent set here forces Qwest to have to provide every CLEC with copies of
15 nondisclosure agreements. Already, Qwest bears the burden of ensuring that
16 forecasts and forecasting information are handled properly and securely.

17

18 In addition to the stringent requirements set forth in section 5.16.19.1, under section
19 18, Eschelon has further protection and recourse if it believes that Qwest has
20 misused confidential information. Section 18.3.1 of the ICA provides that "either
21 party can request an audit of the other party's compliance with the Agreement's
22 measures and requirements applicable to limitations on distribution, maintenance,

- 1 and use of proprietary or other protected information that the requesting party has
- 2 provided the other.”

1 **V. SECTION 7 DISPUTED TRANSIT RECORD ISSUES**

2
3 **Issue No. 7-18**

4
5 **Q. PLEASE EXPLAIN DISPUTED ISSUE NO. 7-18.**

6 A. This issue and the following issue, No. 7-19, are related to Eschelon's desire to
7 obtain transit records to validate bills that Qwest sends to Eschelon.

8
9 **Q. WHAT IS THE LANGUAGE THAT ESCHELON IS PROPOSING?**

10 A. Eschelon proposes the following language:

11 **7.6.3.1 In order to verify Qwest's bills to CLEC for Transit Traffic**
12 **the billed party may request sample 11-01-XX records for specified**
13 **offices. These records will be provided by the transit provider in EMI**
14 **mechanized format to the billed party at no charge, because the**
15 **records will not be used to bill a Carrier. The billed party will limit**
16 **requests for sample 11-01-XX data to a maximum of once every six**
17 **months, provided that Billing is accurate.**

18
19
20 **Q. WHY IS QWEST OPPOSED TO ESCHELON'S LANGUAGE?**

21 A. Eschelon seeks to obtain transit records from Qwest in order to validate bills that
22 Qwest sends to Eschelon. In a recent complaint proceeding in Minnesota, Qwest
23 negotiated a compromise solution to the issue of exchanging records when Qwest
24 transits traffic to a terminating carrier. In that proceeding, all parties recognized
25 that the best source of information for determining the source of such calls was the
26 originating switch. Transit records are a poor substitute for originating switch

1 records because the purpose of a transit switch is to complete calls, with billing
2 considerations being secondary. Nonetheless, because the terminating carrier does
3 not necessarily know the identity of the originating company, an extensive records
4 exchange is one way to identify carriers originating calls.

5
6 The issue in this case presents the opposite situation. Here, Eschelon is the
7 originating carrier, and therefore its switch produces the best information with
8 regard to traffic that it sends to Qwest for termination to a third party. Requiring
9 Qwest to provide Eschelon with detailed records of information it already has and
10 to do so without charge is an unreasonable and inefficient way to determine
11 appropriate billing by Eschelon. Eschelon's proposed language should be rejected.

1 **Issue No. 7-19**

2

3 **Q. PLEASE DESCRIBE ISSUE NO. 7-19.**

4 A. Issue No. 7-19, like Issue No. 7-18, involves transit records. Eschelon seek to add
5 the following language to the Agreement:

6

7 **7.6.4 Qwest will provide the non-transit provider, upon request, bill**
8 **validation detail including but not limited to: originating and**
9 **terminating CLLI code, originating and terminating Operating**
10 **Company Number, originating and terminating state jurisdiction,**
11 **number of minutes being billed, rate elements being billed, and rates**
12 **applied to each minute.**

13

14

15 **Q. WHY IS QWEST OPPOSED TO THIS LANGUAGE?**

16 A. Qwest is opposed to the language for all of the reasons given in the discussion of
17 Issue No. 7-18. Qwest should not be required to provide Eschelon with information
18 that it already has.

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VI. SECTION 22 DISPUTED ISSUES

Issue No. 22-88

Q. PLEASE DESCRIBE ISSUE NO. 22-88.

A. Issue No. 22-88 has to do with whether the rates in Exhibit A are reciprocal or whether they apply to the services Qwest provides to Eschelon.

Q. WHAT LANGUAGE IS QWEST PROPOSING FOR THIS ISSUE?

A. Qwest proposed the following language:

22.1.1 The rates in Exhibit A apply to the services provided by Qwest to CLEC pursuant to this Agreement.

Q. WHAT LANGUAGE IS ESCHELON PROPOSING?

A. Eschelon proposes to strike the words “by Qwest to CLEC” so that the language reads as follow:

22.1.1 The rates in Exhibit A apply to the services provided pursuant to this Agreement.

Q. WHY IS QWEST OPPOSED TO THIS CHANGE?

A, The change makes the Exhibit A rates reciprocal. Qwest disagrees with Eschelon’s claims that the rates are reciprocal. Qwest does not purchase any services from Eschelon. To the extent there are charges from Eschelon to Qwest, these charges are spelled out specifically in the ICA. Therefore the Exhibit A rates apply only to

- 1 services Qwest provides to Eschelon. It is simply unnecessary to define the rates as
- 2 reciprocal.

1 **Issue No. 22-88(a)**
2

3 **Q. PLEASE EXPLAIN ISSUE NO. 22-88(A).**

4 A. Issue No. 22-88(a) has to do with line 7.11 of Exhibit A. Eschelon objects to
5 Qwest's inclusion of a reference to Qwest's Oregon Access Service Tariff and
6 proposes to strike the reference to Qwest.
7

8 **Q. WHY IS QWEST OPPOSED TO ESCHELON'S PROPOSAL?**

9 A. As was the case in Issue No. 22-88, Eschelon is attempting to make the rates on the
10 Exhibit A reciprocal. The Exhibit reflects rates for services that Qwest provides to
11 Eschelon. Section 7.2.2.3.3.1 of Agreement specifically spells out when CLEC
12 access rates apply. There is not need for such a reference in Exhibit A.

1 **Issue No. 22-89**

2

3 **Q. PLEASE EXPLAIN ISSUE NO. 22-89.**

4 A. Issue No. 22-89 has to do with Eschelon's proposed language for section 22.4.1.3:

5 22.4.1.3 Nothing in this Agreement shall waive any right of either Party to
6 request a cost proceeding at the Commission to establish a Commission-
7 approved rate to replace an Interim rate.

8

9 **Q. WHY IS QWEST OPPOSED TO THE LANGUAGE?**

10 A. The language is unnecessary. Given that commission rules and federal law govern
11 a parties' right to initiate a cost proceeding, there is no need to address it in a
12 contract. In addition, I would suggest is that there is a danger that, by including
13 rights such as this one, it could create a risk that other rights not listed are excluded.

1 **Issue No. 22-90**

2

3 **Q. ISSUE NO. 22-90 CONCERNS THE PROCESS TO BE FOLLOWED FOR**
4 **UNAPPROVED TELRIC RATES. DOES QWEST AGREE WITH THE**
5 **LANGUAGE AND PROCESS PROPOSED BY ESCHELON?**

6 **A.** No. This process is not one that this Commission has deemed to be necessary in the
7 past, and given that Qwest has agreed to litigate disputed rates in this proceeding,
8 such a process is not necessary now.

1

VII. EXHIBIT A DISPUTED ISSUES

2

3 **Q. PLEASE DESCRIBE ISSUE NOS. 22-90(A-AC).**

4 A. These issues involve rates that have not been approved by the Commission. Qwest
5 witness Terri Million addresses these issues in her testimony.

6

7

VIII. CONCLUSION

8 **Q. DOES THIS CONCLUDE YOUR TESTIMONY?**

9 A. Yes.

BEFORE THE PUBLIC UTILITY COMMISSION OF OREGON

ARB 775

In the Matter of

**ESCHELON TELECOM OF OREGON,
INC.**

**Petition for Arbitration of an
Interconnection Agreement with Qwest
Corporation, Pursuant to Section 252 of the
Telecommunications Act**

DIRECT TESTIMONY OF

KAREN A. STEWART

FOR

QWEST CORPORATION

(Disputed Issue Nos. 4-5 (a, b, c), 9-31, 9-32, 9-33, 9-34, 9-35, 9-36, 9-39, 9-41, 9-42, 9-50, 9-51, 9-52, 9-53, 9-54a, 9-55, 9-56, 9-56a, 9-58, 9-58 (a, b, c, d, e), 9-59, 9-61,(a, b, c) and 24-92)

May 11, 2007

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1 **I. IDENTIFICATION OF WITNESS**

2

3 **Q. PLEASE STATE YOUR NAME AND BUSINESS ADDRESS.**

4 A. My name is Karen A. Stewart. I am a Director in the Qwest Services Corporation
5 Regulatory Compliance Organization. My office is located at 421 SW Oak Street,
6 Portland, Oregon.

7 **Q. PLEASE DESCRIBE YOUR EDUCATIONAL BACKGROUND AND**
8 **EMPLOYMENT EXPERIENCE.**

9 A. I received a Bachelor of Science degree in Business Administration from Portland
10 State University in 1980, and a Masters degree in Business Administration from
11 the University of Oregon in July 1994. I have been employed by Qwest and its
12 predecessor companies since 1981. I have held a variety of positions in Qwest,
13 including sales, product management, E911 project management and technical
14 design, regulatory affairs manager, and regulatory compliance.

15 I am currently a member of the Qwest Regulatory Compliance organization and
16 have represented Qwest in a number of workshops conducted under Section 271
17 of the Telecommunications Act of 1996 (“the Act”) related to Qwest’s
18 provisioning of unbundled network elements (“UNEs”) region-wide and
19 specifically in the state of Oregon.

20 **Q. HAVE YOU PREVIOUSLY TESTIFIED BEFORE THIS COMMISSION?**

21 A. Yes.

22 **Q. HAVE YOU TESTIFIED BEFORE OTHER STATE REGULATORY**
23 **COMMISSIONS?**

24 A. Yes. I have also testified in the states of Arizona, Idaho, Iowa, Minnesota,
25 Montana, Nebraska, New Mexico, North Dakota, South Dakota, Utah,
26 Washington, and Wyoming.

1 **II. PURPOSE OF TESTIMONY**

2
3 **Q. WHAT IS THE PURPOSE OF YOUR TESTIMONY?**

4 A. My testimony addresses the following issues, as they are designated in Qwest's
5 petition for arbitration: Issue Nos. 4-5 (a, b, c), 9-31, 9-32, 9-33, 9-34, 9-35, 9-36,
6 9-39, 9-41, 9-42, 9-50, 9-51, 9-52, 9-53, 9-54a, 9-55, 9-56, 9-56a, 9-58, 9-58 (a, b,
7 c, d, e), 9-59, and 9-61,(a, b, c), and 24-92. In particular, my testimony focuses
8 on Qwest's and Eschelon's competing interconnection agreement ("ICA")
9 language relating to provisions within Sections 4 and 9 of the ICA at issue in this
10 arbitration.

11 **Q. DO YOU HAVE AN UPDATED STATUS ON SETTLED ISSUES SINCE**
12 **THE FILING OF THE REQUEST FOR ARBITRATION?**

13 A. Yes. The parties have continued to negotiate and numerous issues have been
14 resolved. Specifically, Issue Nos. 4-5, 4-5(a), 9-32, 9-35, 9-36, 9-50, 9-52, 9-54,
15 9-54 and 24-92 have been resolved in my area of responsibilities. For Issue No.
16 9-39, a portion of the issue, regarding CLEC orders that potentially exceed the
17 caps on UNEs to a specific location, has been resolved, but an additional wire
18 center issue remains in Issue No. 9-39.

19 **Q. DOES YOUR DISCUSSION OF THE SECTION 4 AND 9 PROVISIONS**
20 **OF THE ICA REVEAL ANY COMMON THEMES ABOUT ESCHELON'S**
21 **ICA DEMANDS AND PROPOSALS?**

22 A. Yes. In general, my testimony highlights three themes common to many of
23 Eschelon's demands and proposals for Sections 4 and 9 of the ICA. First, in the
24 eleven years since Congress passed the Act, there have been many orders and
25 decisions from courts and the Federal Communications Commission ("FCC") that
26 have further defined the respective rights and obligations of incumbent local
27 exchange carriers ("ILECs") like Qwest and competitive local exchange carriers
28 ("CLECs") like Eschelon. In multiple cases, Eschelon's proposals in this
29 arbitration fail to give proper effect to these orders and decisions, including, for

1 example, the FCC's *Triennial Review Order* ("TRO")¹ and *Triennial Review*
2 *Remand Order* ("TRRO").² I discuss these departures from controlling decisions
3 and orders in my testimony.

4 Second, the eleven years that have passed since the Act was enacted has resulted
5 is some broad areas of agreement between ILECs and CLECs concerning how to
6 conduct wholesale business with each other. The ILEC and CLEC communities
7 long ago recognized that they have a common interest in having standardized,
8 reliable processes and systems in place for ordering, provisioning, measuring, and
9 billing interconnection services and unbundled network elements ("UNEs").
10 Qwest, CLECs, and regulators invested extraordinary amounts of time and
11 resources to develop and implement standardized processes, including, most
12 notably, in the extensive workshop and other proceedings throughout Qwest's
13 region relating to Qwest's applications under Section 271 for entry into the long
14 distance markets in its 14-state region. These efforts were quite successful, as
15 demonstrated by the FCC's region-wide approval of Qwest's long distance
16 applications. Despite the success that Qwest, CLECs, and state commissions had
17 in working out and agreeing upon standardized processes, in this arbitration,
18 Eschelon often proposes demands and ICA language that depart in significant
19 ways from these processes. In multiple cases, Eschelon improperly seeks to be
20 treated differently from other CLECs through non-standard processes for
21 ordering, provisioning, measuring, and billing interconnection services and UNEs.
22 While the processes that have resulted from the Section 271 workshops and other
23 proceedings are by no means forever fixed in place, there is an established
24 mechanism for modifying them. It is known as the Change Management Process

¹ Report and Order and Order on Remand and Further Notice of Proposed Rulemaking, *In the Matter of Review of the Section 251 Unbundling Obligations of Incumbent Local Exchange Carriers; Implementation of the Local Competition Provisions of the Telecommunications Act of 1996; Deployment of Wireline Services Offering Advanced Telecommunications Capability*, CC Dkt. Nos. 01-338, 96-98, 98-147, FCC 03-36 (FCC rel. Aug. 21, 2003) ("*Triennial Review Order*" or "*TRO*"), *vacated in part, remanded in part*, *U.S. Telecom Ass'n v. FCC*, 359 F.3d 554 (D.C. Cir. 2004) ("*USTA II*").

² Order on Remand, *In the Matter of Review of Unbundled Access to Network Elements, Review of Section 251 Unbundling Obligations of Incumbent Local Exchange Carriers*, CC Docket No. 01-338, WC Docket No. 04-313 (FCC rel. February 4, 2005) ("*Triennial Review Remand Order*" or "*TRRO*").

1 (“CMP”) and it has been endorsed by state commissions as a part of Qwest’s 271
2 applications and approved by the FCC as an appropriate vehicle for updating
3 Qwest’s processes for handling wholesale orders under the Act.³ Eschelon
4 repeatedly ignores the CMP however, choosing instead to attempt to implement
5 process changes in this single arbitration between two carriers instead of in a
6 forum that provides the opportunity for input from all interested carriers who
7 would be affected by the changes.

8 Third, in addition to being improper or unnecessary, many of the process and
9 systems changes that Eschelon is proposing would impose very substantial costs
10 on Qwest. A basic requirement of the Act is that ILECs like Qwest must be
11 compensated for the costs they incur to provide CLECs with access to UNEs and
12 interconnection services.⁴ Despite this requirement, Eschelon seeks to require
13 Qwest to implement far-reaching process and system changes without agreeing to
14 compensate Qwest for the associated costs. In my discussion of the issues that
15 follows, I highlight multiple examples of changes that Eschelon is proposing
16 without any accompanying agreement to compensate Qwest.

17 **Q. IN GENERAL, HOW DO QWEST’S PROPOSALS DIFFER FROM**
18 **ESCHELON’S?**

19 A. Qwest’s proposals recognize the need for uniformity and standardization in the
20 wholesale processes and systems that Qwest and CLECs rely upon to conduct
21 business with each other. Qwest’s proposals also recognize that its wholesale

³ See *Application by Qwest Communications International, Inc. for Authorization to Provide In-Region, Inter-LATA Services in the States of Colorado, Idaho, Iowa, Montana, Nebraska, North Dakota, Utah, Washington and Wyoming*, WC Docket No. 02-314, Memorandum Opinion and Order, 17 FCC Rcd 26303, 26409-10, at 18-32 (2002); *Application by Qwest Communications International, Inc. for Authorization to Provide In-Region, InterLATA Services in New Mexico, Oregon and South Dakota*, WC Docket No. 03-11, Memorandum Opinion and Order, 18 FCC Rcd 7325 at 19-20 (2003); *Application by Qwest Communications International Inc. for Authorization to Provide In-Region, InterLATA Services in Minnesota*, WC Docket No. 03-90, Memorandum Opinion and Order, 18 FCC Rcd 13323, ¶15 (2003); *Application by Qwest Communications International Inc. for Authorization to Provide In-Region, InterLATA Services in Arizona*, WC Docket No. 03-194, Memorandum Opinion and Order, 18 FCC Rcd 25504, ¶¶ 20-21 (2003).

⁴ See 47 U.S.C. § 252(d)(1).

1 relationships must be consistent with the law as it exists today and as reflected by
2 orders and decisions that include the *TRO* and the *TRRO*. Further, Qwest's
3 proposals are based on the important concept that if wholesale processes and
4 systems are to change, the changes should occur in a forum – the CMP, in
5 particular – that permits all interested carriers and parties to provide input. For
6 these reasons, the Commission should adopt Qwest's ICA proposals.

7 **Q. HOW HAVE YOU ORGANIZED THE FOLLOWING DISCUSSION OF**
8 **THE SECTION 4 AND 9 ICA ISSUES?**

9 A. For each issue, I begin with a general overview of the dispute and either recite or
10 describe the parties' competing ICA proposals. I then discuss the merits of the
11 parties' proposals, demonstrating why the Commission should adopt Qwest's
12 proposals.

1 **III. DISPUTED ISSUES**

2 **Issues 4-5 (a, b, c) - Design Changes.**

3 **Q. ISSUE 4-5 AND THE RELATED SUB-ISSUES INVOLVE DISPUTES**
4 **RELATING TO “DESIGN CHANGES.” WHAT IS A “DESIGN**
5 **CHANGE?”**

6 A. A “design change” is any change to an order that requires engineering review.
7 When a CLEC has submitted an order for a facility or a service and later submits
8 a change to that order, a Qwest engineer must review the change to determine if
9 the facility or service should be provided in a manner different from that called
10 for by the CLEC’s original order. Stated another way, the Qwest engineer must
11 review the changes requested by the CLEC to determine what change in the
12 circuit design, if any, is necessary to meet the changes requested by the CLEC. A
13 design change could include, for example, a change of end-user premises within
14 the same serving wire center, or the addition or deletion of optional features or
15 functions. A design change could also include a change in the type of channel
16 interface, the type of interface group or the technical specification of a package.
17 This review of orders by engineers requires time and imposes costs on Qwest.
18 Qwest has a right to recover these costs.

19 **Q. WHAT IS THE NATURE OF THE PARTIES’ DISPUTE RELATING TO**
20 **DESIGN CHANGES?**

21 A. The disputes between the parties have included the definition of design changes,
22 the UNEs to which design change charges apply, and the appropriate rates for
23 design changes. In general, these disputes arise because although it is undisputed
24 that Qwest performs design changes for Eschelon and other CLECs and incurs
25 costs relating to these activities, Eschelon is proposing inappropriately low rates
26 for some design changes that would not permit Qwest to recover the costs it
27 incurs.

1 **Q. WHICH ISSUES INVOLVING DESIGN CHANGES ARE NO LONGER IN**
2 **DISPUTE?**

3 A. The parties have resolved the definition of “design change,” and that issue is
4 therefore no longer in dispute. In addition, Qwest is agreeing to Eschelon’s
5 proposed language for ICA Sections 9.2.3.8 and 9.2.4.4.2 – which is encompassed
6 by Issue 4-5—that involves references to the fact that the ICA includes design
7 change charges for Unbundled Loops. Further, Qwest has accepted Eschelon’s
8 proposed language for ICA Section 9.6.3.6 that refers to the presence of design
9 change rates for Unbundled Dedicated Interoffice Transport (UDIT) in Exhibit A
10 of the ICA. Qwest believes its acceptance of this language should have resolved
11 Issue 4-5 and Issue 4-5(b). However, Eschelon has taken the position that its
12 proposals relating to design change language are an in-severable “package” with
13 its rate proposals. In other words, even though Qwest is accepting Eschelon’s
14 proposed language for Issue 4-5(b), since the rates are still in dispute, Eschelon
15 still intends to litigate this issue.

16 **Issue 4-5(C)**

17 **Q. PLEASE PROVIDE AN OVERVIEW OF ISSUE 4-5(C).**

18 A. This issue arises from Eschelon’s contention that the TELRIC-based (“Total
19 Element Long Run Incremental Cost”) rate that Qwest had filed with this
20 Commission in cost docket UM 1025 (but was not approved by the Commission
21 prior to this docket being closed), should not be adopted and rather a different
22 slate of rates that has been proposed by Eschelon should be adopted for design
23 changes. Qwest witness Terri Million responds to Eschelon’s concerns regarding
24 un-approved rates in Oregon and provides the new rates that Qwest is proposing
25 to the Commission for the non-approved rates in Exhibit A. A portion of this
26 dispute involves the applicability of a single design change rate for UDIT,
27 unbundled loops, and including a dispute relating to the applicability of the rate to
28 the design change activity involving changes within Qwest central offices to the
29 “connecting facility assignments” (“CFAs”) that are used to connect facilities
30 leased to CLECs to the frames used in central offices.

1 **Q. PLEASE DESCRIBE QWEST'S AND ESCHELON'S COMPETING**
2 **PROPOSALS RELATING TO THIS ISSUE.**

3 A. The dispute boils down to the different rates that the parties are proposing for
4 design changes. Please see the testimony of Terri Million for the proposed
5 treatment of unapproved rates, including design changes, which she proposes the
6 Commission adopt.

7 By contrast, Eschelon proposes unsupported rates for UDIT, loop-related and
8 CFA requested design changes. Eschelon proposes the following specific rates
9 for Exhibit A:

10 Exhibit A

11	9.20.11 Design Change	
12		
13	9.20.11.1 Design Change (Transport)	\$58.27
14		
15	9.20.11.2 (Loop)	\$30.00
16		
17	9.20 11.3 CFA - 2/4 Wire Loop cutovers	\$ 5.00

18 **Q. HAS ESCHELON PROVIDED COST STUDIES TO SUPPORT ITS**
19 **PROPOSAL FOR THE LOWER RATES FOR LOOP AND CFA DESIGN**
20 **CHANGES?**

21 A. No, I am not aware that Eschelon has prepared or provided any cost studies or
22 other cost-related support for its proposed rates for loops and CFA design
23 changes.

24 **Q. ARE DESIGN CHANGES SOMETIMES NECESSARY FOR**
25 **UNBUNDLED LOOPS?**

26 A. Yes. It should be undisputed that Qwest engineers must review modified orders
27 for unbundled loops to determine if changes in the design of the service are
28 needed. Examples of design changes for unbundled loops that may be caused by
29 a CLEC's submission of a modified order for a loop after submission of the initial
30 order include but are not limited to:

- 1 1. An address change: facility assignments are specific by address. A
2 change in address on an in-process service order would require a
3 Qwest engineer to redesign the service by assigning a different loop to
4 the order than was assigned to the original order. Accordingly, Qwest
5 engineers must review changes to loop orders for new addresses and
6 possible new facility assignments.

- 7 2. Technology changes due to:
 - 8 a) A change in address may cause a change in technology. The
9 original address for an order may have been served by direct
10 copper facilities, while the new address may now require an order
11 to be designed using fiber facilities.
 - 12 b) Technology changes are also made for compatibility reasons,
13 protocol and format requirements, and meeting design parameters
14 of the now modified order.

- 15 3. Network Interface/Network Channel Interface, meet point, and CFA
16 assignment changes may require a design change.

17
18 In each of these examples, a Qwest engineer would need to review the current
19 order and design, along with the change requested by the CLEC, and make design
20 changes so that the unbundled loop meets the CLEC's expectations. Engineering
21 review of modifications to pending orders is therefore an essential activity in
22 Qwest's provisioning process, including the processes that govern provisioning of
23 unbundled loops.

24 **Q. DO THESE DESIGN CHANGE ACTIVITIES FOR UNBUNDLED LOOPS**
25 **CAUSE QWEST TO INCUR COSTS?**

26 A. Yes. Both the review of changes to pending loop orders and the changes in the
27 design of an order impose costs on Qwest. The activities that impose these costs
28 include processing the supplemental order (the order that would request a design
29 change on a pending service order) in the engineering organization. An engineer
30 must re-process the order to compare the existing order and design with the new
31 order to see if design changes are required. Such order changes are manually
32 processed and may result in activities such as:

- 1 1. Changes in design may require unwiring the existing design and wiring
2 the new design (if wiring has already been completed at the time of the
3 requested change).
- 4 2. Expediting different cards (than originally ordered for carrier systems)
5 may be necessary to meet customer due dates.
- 6 3. A Qwest engineer may have to take steps to recover the equipment and/or
7 facilities that Qwest already installed in response to the first order. These
8 steps could include dispatching a technician to an office where the facility
9 or equipment is housed.
- 10 4. Qwest may incur overtime charges for short interval changes.

11 **Q. IS THERE MERIT TO ESCHELON'S CLAIM THAT THE COSTS OF**
12 **DESIGN CHANGES FOR LOOPS ARE LESS THAN THOSE FOR**
13 **DESIGN CHANGES FOR UDIT?**

14 A. No. There is no basis for this assumption, since DS1 and DS3 unbundled loops
15 on fiber systems may require the same type of re-design work as is required for
16 UDIT using similar fiber muxing equipment. In claiming that loop design
17 changes are less costly than UDIT design changes, Eschelon asserts that the use of
18 "Local Service Requests" ("LSRs") for loops instead of the "Access Service
19 Requests" ("ASRs") used for UDIT contributes to the alleged lower cost of loop
20 design changes. Eschelon bases this assertion on the claim that ASRs "are more
21 manually-intensive" than LSRs. The flaw in this analysis is that Eschelon fails to
22 account for the re-design work that may be required because of the use of fiber
23 muxing equipment.

24 **Q. WITH RESPECT TO CFA CHANGES, ESCHELON CONTENDS THAT**
25 **THESE CHANGES INVOLVE MINIMAL ACTIVITY THAT IS**
26 **ANALOGOUS TO THE SIMPLE ACTIVITY OF UNPLUGGING A LAMP**
27 **FROM AN OUTLET AND RE-PLUGGING IT INTO ANOTHER**
28 **OUTLET. IS THIS CONTENTION ACCURATE?**

1 A. No. Eschelon presents an inaccurate and over-simplified description of CFAs in
2 an attempt to support a non-compensatory rate for this activity. Eschelon fails to
3 acknowledge that the activity involving a Qwest central office technician's
4 disconnection of a jumper from one CFA on a frame and reconnection of the
5 jumper to another CFA on a frame is only one of the actions required for a CFA
6 design change. Indeed, several other Qwest departments and employees are
7 needed to carry out CFAs properly. The Central Office technician is also
8 involved in the coordination, which results in turning a standard installation into a
9 coordinated installation without additional coordinated installation cost recovery
10 by Qwest. The testing personnel coordinate with the Central Office technician to
11 confirm the new CFA is viable. If viable, the testing personnel provide the
12 Service Delivery Coordinator ("SDC") with the CFA information to supplement
13 the order. The Designer must then review and potentially redesign the circuit
14 with the new CFA. Once the tester has coordinated these efforts, the tester will
15 have the Central Office technician run a jumper from the tie pair to the new CFA
16 per the new design, (*i.e.*, the "lift and lay" portion of the effort). The testing
17 personnel may have to re-test to confirm with the CLEC testing personnel that the
18 circuit is operational. In advocating a much lower rate for CFA changes,
19 Eschelon focuses on only the "lift and lay" component of this process, failing to
20 acknowledge the multiple other steps that are involved.

21 **Q. ESCHELON ALSO ASSERTS THAT THE COSTS OF CFA DESIGN**
22 **CHANGES ARE REDUCED WHEN QWEST AND ESCHELON ARE**
23 **CARRYING OUT COORDINATED INSTALLATIONS SINCE QWEST**
24 **AND ESCHELON TECHNICIANS ARE ALREADY PRESENT IN THE**
25 **CENTRAL OFFICE FOR THE INSTALLATION. IS THIS ASSERTION**
26 **ACCURATE?**

27 A. No. A typical CFA change that occurs during the testing and "turn-up" process
28 required for a coordinated installation typically takes the same time regardless
29 whether CLEC and Qwest technicians are already present in the central office to
30 perform a coordinated installation. For example, the presence of technicians for
31 the coordinated installation does not eliminate the need for Qwest to validate the

1 availability and viability of the new CFA, confirm the new CFA and to
2 supplement Qwest's systems records. In fact, CFAs performed at the time of a
3 coordinated cut-over can be more burdensome to Qwest (and potentially to other
4 CLECs) if Qwest technicians involved in the cut-over are delayed and are unable
5 to promptly go on to perform cut-overs for the next CLEC's order due that day.
6 This type of delay could even result in performance measurement indicator
7 ("PIDs") issues and potential payments associated with these missed performance
8 measurements for subsequent orders that day.

9 **Q. DOES A CLEC HAVE THE ABILITY TO MINIMIZE COSTS OF CFA**
10 **CHANGES BY MINIMIZING THE NUMBER OF CFA CHANGES THAT**
11 **ARE REQUIRED?**

12 A. Yes. CFA assignments are controlled and inventoried by the CLEC. If the CLEC
13 has a quality control process in place for inventorying CFAs, then last-minute
14 changes to CFAs should rarely occur. The proper and fair way for Eschelon to
15 minimize the costs of CFAs is for it to exercise sound quality control in its
16 selection of proper, working CFAs, so that CFA changes are rarely needed.
17 However, on those occasions when CFA changes are needed, Eschelon must be
18 required to compensate Qwest for the significant time and expense of carrying out
19 those changes.

20 **Q. WOULD IT BE CONSISTENT WITH THIS COMMISSION'S**
21 **PRACTICES RELATING TO THE ESTABLISHMENT OF WHOLESALE**
22 **RATES TO ADOPT RATES SUCH AS THOSE PROPOSED BY**
23 **ESCHELON FOR DESIGN CHANGES THAT ARE NOT NEGOTIATED**
24 **OR SUPPORTED BY A COST STUDY OR OTHER COST DATA?**

25 A. No. This Commission has long recognized the requirement of cost-based rates
26 under the 1996 Act. Eschelon has not provided any data or other support to
27 demonstrate that its proposed rates of \$58.27, \$30 and \$5 for design changes are
28 cost-based. Accordingly, to adopt Eschelon's rates, the Commission would have
29 to depart from the requirement that rates ordered by a Commission must be shown

1 to be cost-based. That result would be inconsistent with the Act and with the
2 Commission's prior practices and therefore would be improper.

3 **Q. WHY SHOULD THE COMMISSION REJECT ESCHELON'S PROPOSAL**
4 **AND ADOPT QWEST'S LANGUAGE?**

5 A. For the reasons that I describe above, the Commission should reject Eschelon's
6 unsupported rates and adopt the proposal in Terri Million's testimony regarding
7 the treatment of unapproved rates.

8 **Issue 9-31 - Access to UNEs**

9 **Q. PLEASE PROVIDE AN OVERVIEW OF THE DISPUTE RELATING TO**
10 **ISSUE 9-31.**

11 A. This issue concerns language in Section 9.1.2 of the ICA that defines the access
12 that Qwest will provide Eschelon to the UNEs that Qwest makes available under
13 Section 251(c)(3) of the Act. Consistent with applicable legal requirements,
14 Qwest agrees to the following commitments in the undisputed portions of Section
15 9.1.2: (1) It will provide "non-discriminatory access to [UNEs] on rates, terms
16 and conditions that are non-discriminatory, just and reasonable;" (2) The quality
17 of a UNE it provides and the access to the UNE "will be equal between all
18 Carriers requesting access to that element;" (3) Subject to technical feasibility, the
19 access and UNEs that Qwest provides "will be provided in substantially the same
20 time and manner to that which Qwest provides to itself or to its affiliates"; (4)
21 Qwest will perform for Eschelon "those Routine Network Modifications that
22 Qwest performs for its own End User Customers;" and (5) Qwest will provide
23 access to UNEs at agreed service performance levels set forth in Section 20 of the
24 ICA.

25 In its proposed Section 9.1.2, Eschelon has added language that would
26 impermissibly expand the access that Qwest provides to UNEs. As explained
27 below, Eschelon's proposal would create open-ended, undefined obligations that
28 go beyond the access to UNEs that Qwest is required to provide. Moreover, it is

1 apparent that Eschelon is attempting to impose these far-reaching obligations
2 without agreeing to compensate Qwest for the costs of complying with them.

3 **Q. WHAT IS QWEST’S PROPOSED CONTRACT LANGUAGE RELATING**
4 **TO ESCHELON’S ISSUE 9-31?**

5 A. Qwest’s proposal for Section 9.1.2 includes the parties’ agreed-upon language
6 that establishes the UNE obligations summarized above and other related
7 obligations, and an additional statement to address Eschelon’s and Qwest’s
8 concerns:

9 Access to Activities available for Unbundled Network Elements includes
10 moving, adding to, repairing and changing the UNE (through, e.g., design
11 changes, maintenance of service including trouble isolation, additional
12 dispatches, and cancellation of orders) at the applicable rates.

13 Qwest believes that the agreed-upon language fully captures all of the obligations
14 that Qwest has to provide Eschelon with access to UNEs and ensures that
15 Eschelon will have the same access to Qwest’s UNEs as other CLECs have.
16 However, as shown (underlined-lined and compared to Eschelon’s proposal)
17 above, Qwest is willing to acknowledge it will provide additional activities for
18 UNEs at the applicable rates.

19 **Q. WHAT IS ESCHELON’S PROPOSED ADDITION TO SECTION 9.1.2?**

20 A. Eschelon proposes to add the following sentence to Section 9.1.2:

21 9.1.2 . . . Access to Unbundled Network Elements includes moving,
22 adding to, repairing and changing the UNE (through, e.g., design
23 changes, maintenance of service including trouble isolation, additional
24 dispatches, and cancellation of orders).

25 **Q. WHY SHOULD THE COMMISSION REJECT ESCHELON’S PROPOSED**
26 **LANGUAGE IN SECTION 9.1.2?**

27 A. Eschelon proposes its addition to Section 9.1.2 on the purported ground that the
28 language is needed to ensure that Eschelon has nondiscriminatory access to UNEs
29 and is not denied forms of access that Qwest provides to its customers. However,

1 the multiple agreed-to ICA provisions that I quote above already provide
2 assurance that the access to UNEs Eschelon will receive, as well as the quality of
3 the UNEs, will be equal to that Qwest which provides to other CLECs, to itself,
4 and to its affiliates. With these provisions in the ICA, there is no need for the
5 vague, undefined language that Eschelon proposes.

6 **Q. GIVEN THE AGREED PROVISIONS IN THE ICA THAT ALREADY**
7 **OBLIGATE QWEST TO PROVIDE NONDISCRIMINATORY ACCESS**
8 **TO UNES, IS THERE ANOTHER, UNSPOKEN REASON FOR**
9 **ESCHELON’S PROPOSED ADDITION TO SECTION 9.1.2?**

10 A. Yes. In using the term “access” to UNEs and providing a long list of activities --
11 moving, adding to, repairing, changing, design changes, maintenance of service,
12 trouble isolation, additional dispatches and cancellation of orders -- Eschelon is
13 apparently contending that “access” to all of these activities is included in the
14 monthly recurring rates for UNEs (*e.g.*, the monthly recurring rate of \$13.95 for a
15 Rate 1 unbundled loop). During the recent arbitration hearing in Minnesota,
16 Eschelon witness Douglas Denney made Eschelon’s position quite clear when he
17 testified in reference to Eschelon’s proposed language that “those types of things
18 are already covered in the recurring rates.”⁵ Based on this testimony, it seems
19 clear that Eschelon’s intent in proposing additional language for Section 9.1.2 is
20 to obtain all -- or at least most -- of the activities it lists without paying anything
21 additional for them.

22 **Q. DOES THE AMBIGUITY OF THE LANGUAGE IN ESCHELON’S**
23 **PROPOSAL CAUSE ADDITIONAL CONCERN ABOUT THE BREADTH**
24 **OF THE ACTIVITIES THAT ESCHELON MAY BE SEEKING**
25 **WITHOUT PAYING ANY ADDITIONAL COMPENSATION FOR**
26 **THEM?**

27 A. Yes. A paramount goal of this arbitration should be to establish clarity
28 concerning the parties’ rights and obligations. Clear ICA language is necessary

⁵ Minnesota Hearing Transcript, Vol. 4, at p. 207, lines 17-18.

1 so that the parties know what is expected of them under the agreement and to
2 avoid or minimize future disputes. Eschelon's proposed addition to Section 9.1.2
3 conflicts with this goal by broadly and vaguely requiring Qwest to "move," "add
4 to," and "change" UNEs. These terms are not defined anywhere in the ICA, and
5 Eschelon has never been able to describe them in a way that provides any
6 concrete meaning. Yet, at the same time, Eschelon claims that all the activities
7 encompassed by these undefined terms are already included in the monthly
8 recurring rates for UNEs. That, of course, cannot be the case, since not even
9 Eschelon can say what activities these terms encompass. Qwest's concern is that
10 if Eschelon's language is adopted, Eschelon will claim that it is entitled to obtain
11 a lengthy list of activities that arguably fall within the broad terms "change,"
12 "move," and "add" without compensating Qwest for the costs of the activities on
13 the ground that they are allegedly already included in monthly recurring rates.

14 **Q. WHAT ARE THE OTHER FLAWS IN ESCHELON'S PROPOSED**
15 **ADDITION TO SECTION 9.1.2?**

16 A. Eschelon's proposed addition also violates the long-established rule that an ILEC
17 is only required to provide access to its existing network, not access to "a yet
18 unbuilt superior one."⁶ Under Eschelon's proposed language, Qwest could be
19 required to build new facilities and to provide access to "a yet unbuilt superior
20 network." For example, the undefined requirement for Qwest to "add to" UNEs
21 could obligate Qwest to build new facilities and to go beyond the routine network
22 maintenance that ILECs must provide. Similarly, Eschelon does not define the
23 meaning of "changing the UNE," thereby leaving the door open to changes that
24 go beyond routine network maintenance. In defining the routine network
25 modifications that ILECs are required to provide for UNEs, the FCC ruled in
26 paragraph 632 of the *TRO* that ILECs are not required to install new cables and
27 wires. Under Eschelon's use of the vague terms "add to" or "change," Eschelon
28 could be seeking to require Qwest to install new cables and wires. There is no

⁶*Iowa Utils. Bd. v. FCC*, 120 F.3d 753, 813 (8th Cir. 1997).

1 restriction in its proposed language that would prohibit this type of demand even
2 though the demand would violate the *TRO*.

3 **Q. IN VIEW OF THE CONCERNS YOU DESCRIBE ABOVE RELATING TO**
4 **ESCHELON'S PROPOSED ADDITION, WHAT IS QWEST'S**
5 **RECOMMENDATION FOR THIS ISSUE?**

6 A. The Commission should reject Eschelon's proposed addition in its entirety and
7 avoid including language in Section 9.1.2 that is impermissibly vague and that
8 could deny Qwest the cost recovery that it is entitled to under the Act for
9 providing access to UNEs and services related to such access.

10 **Q. IF THE COMMISSION DOES NOT REJECT ESCHELON'S PROPOSED**
11 **ADDITION IN ITS ENTIRETY, DOES QWEST HAVE AN**
12 **ALTERNATIVE PROPOSAL THAT ADDRESSES SOME OF ITS**
13 **CONCERNS?**

14 A. Yes. Because of the multiple flaws in Eschelon's proposal, the proper course is
15 for the Commission to reject the proposal in its entirety and for the parties to
16 operate under the agreed language in Section 9.1.2 that already ensures Eschelon
17 of having nondiscriminatory access to UNEs. However, if the Commission
18 decides to adopt any portion of Eschelon's proposal, it should only adopt the
19 following modified version that Qwest offers as an alternative proposal:

20 **Access to Activities available for** Unbundled Network Elements includes
21 moving, adding to, repairing and changing the UNE (through, e.g., design
22 changes, maintenance of service including trouble isolation, additional
23 dispatches, and cancellation of orders) **at the applicable rates.**

24 **Q. HOW DOES QWEST'S MODIFIED PROPOSAL ADDRESS THE**
25 **CONCERNS YOU DESCRIBE ABOVE RELATING TO ESCHELON'S**
26 **PROPOSAL?**

27 A. Although Qwest's alternative proposal still uses Eschelon's undefined terms --
28 "change," "add to" and "move" -- the proposal provides some assurance that
29 Qwest will not have to provide the multiple activities that potentially fall within

1 these terms without being compensated for them. Specifically, Qwest’s reference
2 to “additional activities” eliminates the improper inference established by
3 Eschelon’s language that “access” to UNEs includes many undefined activities
4 that are “pre-paid” through payment of the monthly recurring rates for UNEs.
5 Similarly, Qwest’s addition of activities being available “at applicable rates”
6 reinforces the fact that Eschelon must pay Qwest for UNE-related activities that
7 are not built into the monthly recurring rates for UNEs.

8 **Q. PLEASE SUMMARIZE QWEST’S POSITION RELATING TO ISSUE 9-**
9 **31.**

10 A. Through the parties’ agreed language in Section 9.1.2, Qwest has fully committed
11 to provide Eschelon with the access to UNEs required by the Act and that other
12 CLECs in Oregon receive. Eschelon’s proposed addition to the parties’ agreed
13 language should be rejected because it is overly broad, vague, and would create
14 obligations that the Act does not impose, while also denying Qwest the recovery
15 of costs to which it is entitled under the Act.

16 **Issues 9-33 and 9-34 – Qwest Network Maintenance and Modernization**
17 **Activities.**

18 **Q. PLEASE PROVIDE AN OVERVIEW OF ISSUES 9-33 AND 9-34 AND**
19 **HOW THEY ARE RELATED.**

20 A. These issues involve ICA terms and conditions relating to activities that Qwest
21 undertakes to maintain and modernize its network. It is, of course, essential that
22 Qwest have the ability to both maintain and modernize its telecommunications
23 network without unnecessary interference and restriction. The need for this
24 flexibility is particularly important in this era of rapidly changing technologies.
25 Oregon consumers deserve – and Qwest strives to provide – the latest state-of-the
26 art telecommunications technologies. In addition, a clear objective of the
27 Telecommunications Act of 1996, as set forth in Section 706, is to increase the
28 deployment of advanced telecommunications services.

1 As described below, Eschelon’s proposals relating to one of these issues could
2 impede Qwest’s ability to modernize and maintain its Oregon network, and its
3 proposals relating to another issue would improperly result in processes and
4 procedures for Eschelon different from those that apply to other carriers. As I
5 state below, two issues, Issue 9-35 and 9-36, have been settled between the parties
6 since the filing of the disputed issues matrix.

7 **Q. DOES THE TELECOMMUNICATIONS ACT PERMIT ILECs TO MAKE**
8 **CHANGES TO THEIR NETWORKS THAT AFFECT OTHER**
9 **CARRIERS?**

10 A. Yes. For example, Section 251(c)(5) anticipates network changes that could have
11 an effect on other carriers and that therefore trigger notice requirements.

12 Specifically, Section 251(c)(5) states:

13 NOTICE OF CHANGES- The duty to provide reasonable public notice of
14 changes in the information necessary for the transmission and routing of
15 services using that local exchange carrier’s facilities or networks, as well
16 as of any other *changes that would affect the interoperability of those*
17 *facilities and networks.*
18

19 As this language shows, Congress recognized that with the rapid advancements in
20 telecommunications technology and innovation, ILECs must be permitted to make
21 changes to their networks that affect other carriers, including changes that “affect
22 the interoperability of [the] facilities and networks.”

23 **Q. DOES THE FCC RECOGNIZE THAT IT IS NECESSARY FOR ILECs TO**
24 **MAKE NETWORK CHANGES THAT AFFECT OTHER CARRIERS?**

25 A. Yes. The FCC’s rules relating to notices of network changes recognize this need.
26 The FCC provides a rule in the Code of Federal Regulations (“CFR”) 51.325 that
27 provides as follows:

28 PART 51--INTERCONNECTION--Table of Contents

29
30 Subpart D--Additional Obligations of Incumbent Local Exchange Carriers
31

1 Sec. 51.325 Notice of network changes: Public notice requirement.
2

3 (a) An incumbent local exchange carrier (“LEC”) must provide
4 public notice regarding any network change that:

5 (1) Will affect a competing service provider’s performance
6 or ability to provide service;

7 (2) Will affect the incumbent LEC’s interoperability with
8 other service providers; or

9 (3) Will affect the manner in which customer premises
10 equipment is attached to the interstate network.
11

12 As this language reflects, the FCC clearly anticipates and expects that ILECs will
13 perform network maintenance and modernization that affects other carriers.

14 **Q. PLEASE SUMMARIZE THE OBLIGATIONS THAT QWEST HAS**
15 **AGREED TO ASSUME IN PERFORMING THE ACTIVITIES NEEDED**
16 **TO MAINTAIN AND MODERNIZE ITS NETWORK.**

17 A. In the agreed-to provisions of Section 9.1.9, Qwest commits that in maintaining
18 and modernizing its Oregon network, it will: (1) ensure that maintenance and
19 modernization activities “result in UNE transmission parameters that are within
20 transmission limits of the UNE ordered by [Eschelon];” (2) provide Eschelon
21 “advance notice of network changes pursuant to applicable FCC rules,” including
22 notice containing “the location(s) at which the changes will occur, and any other
23 information required by applicable FCC rules;” (3) provide Eschelon with e-mail
24 notification “no less than three (3) business days in advance of [a] Qwest
25 dispatch” if Qwest intends to dispatch personnel to the premises of an Eschelon
26 customer; and (4) provide Eschelon with e-mail notification “within three
27 (3) business days after completing the maintenance or modernization activity”
28 involving a Qwest dispatch to the premises of an Eschelon customer.

29 In addition to these obligations, Qwest has also agreed in Section 9.1.9.1 that in
30 the event of an emergency maintenance or modernization activity, it will notify
31 Eschelon of the activity by e-mail within three business days of completing the
32 activity. Language that the parties recently agreed upon for Section 9.1.9.1 also
33 establishes that Qwest will provide its repair centers with information relating to

1 the status of network emergencies relating to modernization and maintenance
2 activities to the same extent that Qwest provides such information for its own
3 customers. Further, recently agreed language for Section 9.1.9.1 confirms that
4 Qwest will not assess charges for dispatches that are required as a result of
5 network emergencies arising from Qwest's network maintenance and
6 modernization.

7 **Q. WHAT IS THE INTENT OF QWEST'S PROPOSED LANGUAGE FOR**
8 **SECTION 9.1.9?**

9 A. Qwest's intent is to preserve its ability to maintain and modernize its network
10 without undue interference, while also ensuring that Eschelon continues to receive
11 the UNE transmission quality to which it is entitled. In addition, Qwest's intent
12 with its proposal is to ensure that Eschelon receives notice of these network
13 activities that is consistent with the FCC's rules relating to notices of network
14 changes.

15 **Issue 9-33**

16 **Q. PLEASE DESCRIBE ESCHELON'S PROPOSAL RELATING TO ISSUE**
17 **9-33.**

18 A. Under Eschelon's proposal for Section 9.1.9, Qwest would be prohibited from
19 making a change to its network for purposes of maintenance or modernization if
20 the change would "adversely affect service to any End User Customers."

21 **Q. WHY IS QWEST OPPOSED TO ESCHELON'S LANGUAGE THAT**
22 **WOULD PROHIBIT CHANGES THAT "ADVERSELY AFFECT**
23 **SERVICE TO ANY END USER CUSTOMERS?"**

24 A. This language is improper for multiple reasons. Most important, the Qwest
25 network is not a fixed static inventory of facilities, but, rather, is a dynamically
26 changing network that is routinely changed and updated to better meet the needs
27 of our retail and wholesale customers. As Qwest maintains and modernizes its
28 network, it does so pursuant to its technical publications, industry standards (*e.g.*,

1 ANSI standards), and consistent with FCC and state commission rules. These
2 standards and technical publications allow Qwest to maintain and update its
3 network in a seamless manner for its millions of customers.

4 Eschelon's proposal is not tied to any industry standard, as it does not provide, for
5 example, that changes to Qwest's network must be consistent with ANSI or other
6 accepted industry standards. Instead, Eschelon relies on the entirely vague
7 concept that changes to the network cannot have an "adverse affect" on service.
8 Eschelon does not define the term "adverse affect," leaving a gaping ambiguity in
9 its proposal. If this vague language were adopted, it could have a chilling effect
10 on Qwest's modernization and maintenance of its network. Specifically, with the
11 presence of the undefined terms "adverse affect" in the ICA, Qwest would be
12 required to perform network changes at the risk of being in violation of the ICA
13 through application of an uncertain, malleable standard. A rational response
14 could be to decide not to perform a maintenance activity, which would undermine
15 the Act's basic purpose of fostering the development and deployment of new,
16 advanced forms of technologies.

17 **Q. WHY IS QWEST'S RIGHT TO MODERNIZE ITS NETWORK**
18 **IMPORTANT?**

19 A. The answer is simple -- to promote advances in technology and consumer service.
20 The advancement of technology provides more services, better quality services,
21 more secure services, and often does so at a lower cost. For example, when
22 Qwest has upgraded its analog switches to digital switches, additional services
23 became available, the quality of the services provided by the switches improved,
24 and the security of the network was increased.

25 **Q. IS IT APPROPRIATE TO HAVE A PERFORMANCE REFERENCE --**
26 **THE "NO ADVERSE AFFECT" REFERENCE -- THAT FOCUSES ON**
27 **ESCHELON'S SERVICE TO ITS END-USER CUSTOMERS INSTEAD OF**
28 **THE SERVICE QWEST PROVIDES TO ESCHELON?**

1 A. No. By proposing a performance measure that focuses on the service it provides
2 to its end-user customers, Eschelon is attempting to hold Qwest accountable to
3 commitments that Eschelon may have made to its end users regardless whether
4 Eschelon itself is complying with industry standards. Eschelon's proposal
5 assumes incorrectly that the service for which quality is to be measured is that
6 which Eschelon provides to its customers. The proper focus for this ICA between
7 Qwest and Eschelon is the service that Qwest provides to Eschelon, not that
8 Eschelon provides to its customers. That is what ANSI and other industry
9 standards measure for ILEC-CLEC interconnection relationships. Indeed, it is
10 Eschelon that ultimately is responsible for the service its customers receive, and
11 Eschelon – not Qwest – has final control over the quality of that service.

12 For example, the service that Eschelon's customers receive could be degraded
13 because of Eschelon's use of outdated technology in its network that is not
14 entirely compatible with more current technology and equipment that Qwest adds
15 to its network. In that circumstance, Qwest, of course, should not be prohibited or
16 discouraged from modernizing its network because of a potential adverse effect
17 on an Eschelon customer. That approach would improperly impede
18 modernization and maintenance.

19 **Q. CAN YOU PROVIDE AN EXAMPLE OF A SITUATION IN WHICH**
20 **QWEST'S MODERNIZATION OF ITS NETWORK COULD AFFECT A**
21 **CLEC CUSTOMER BECAUSE OF EQUIPMENT OR FACILITIES THE**
22 **CLEC IS USING?**

23 A. Yes. A CLEC could be providing Digital Subscriber Line ("DSL") service to an
24 end user over a two-wire analog loop (the actual service the CLEC ordered from
25 Qwest). If the loop is relatively short and completely made of copper, the service
26 would work for the end user, regardless of the fact it was a loop not designed for
27 digital data services. Over time, if Qwest were to perform modernization or
28 growth activities in that area, the two-wire analog loop could become a hybrid
29 loop (using both copper and fiber facilities). An end-user with basic local phone

1 service would not be affected by this change. In fact, the end user's service could
2 improve. However, this change could cause the CLEC's DSL equipment to cease
3 working, resulting in service problems for the CLEC's customer.

4 In this situation, the failure or omission would not be on Qwest's part. Instead,
5 the responsibility would lie with the CLEC, since the CLEC's decision not to use
6 a data-capable digital loop would lead directly to the customer's service problems.
7 If the CLEC had ordered the proper loop, Qwest would have been able to track
8 the facility in its repair and provisioning systems and could have taken steps to
9 attempt to serve the loop in some other manner. Alternatively, Qwest could have
10 notified the CLEC in advance about the possible negative impact on service.

11 **Q. IS QWEST ALSO CONCERNED ABOUT THE VAGUENESS OF**
12 **ESCHELON'S PROPOSAL?**

13 A. Yes. Eschelon's language that network changes "will not adversely affect
14 service" is so imprecise as to fail to apprise the parties of their rights and
15 obligations. With no definition of "adverse affect" and no tie to industry
16 standards, there would not be a meaningful, reliable way for Qwest to determine
17 whether an activity involving modernization or maintenance is prohibited under
18 the ICA. This lack of definition and vagueness would inevitably lead to disputes
19 between the parties concerning whether a change to the network produced a
20 prohibited effect. As I discuss above, a basic purpose of the ICA, as with any
21 contract, is to give the parties certainty about their rights and obligations and to
22 avoid or minimize future disputes about their rights and obligations. Eschelon's
23 proposal is directly at odds with that purpose.

1 **Q. COULD THE VAGUENESS OF ESCHELON’S PROPOSAL AFFECT**
2 **QWEST’S ABILITY TO PERFORM THE TYPES OF ROUTINE, FAR-**
3 **REACHING NETWORK CHANGES THAT CARRIERS ARE**
4 **ROUTINELY REQUIRED TO MAKE?**

5 A. Yes. By failing to define what it means to “adversely affect service,” Eschelon’s
6 proposal could potentially prohibit Qwest from making broad, necessary changes
7 to its network that affect all end users, not just Eschelon’s end users. For
8 example, it is sometimes necessary for a carrier to modify end user dialing
9 requirements by increasing the number of dialed digits from seven to ten by
10 splitting an area code and requiring some end users to adopt a new area code.
11 Although these changes are necessary to management of the network, they may
12 be deemed by some end users as having an adverse effect on service. Under
13 Eschelon’s proposal, there is no language that would protect against having these
14 necessary network changes being prohibited. While Eschelon may respond that it
15 does not intend for such changes to be covered by its proposal, its proposed
16 language does not reflect that intent. As a result, Qwest would have to proceed at
17 its peril in performing almost any network modernization or maintenance activity
18 in its network.

19 **Q. DOES ESCHELON’S USE OF THE TERM “END-USER CUSTOMER” IN**
20 **ITS PROPOSED LANGUAGE FOR SECTION 9.1.9 CREATE**
21 **ADDITIONAL CONCERNS FOR QWEST?**

22 A. Yes. “End-User Customer” is a defined term in Section 4.0 of the ICA and is
23 defined as “a third party retail customer that subscribes to a Telecommunications
24 Service provided by either of the Parties or by another Carrier or by two or more
25 Carriers.” The use of this term in Eschelon’s proposal raises two concerns
26 beyond those I have already described. First, the term expands the prohibition
27 against changes that have an undefined “adverse effect” beyond Eschelon’s
28 customers to all “third party retail customers,” including customers of carriers that
29 are not parties to this ICA. This broad expansion of the no “adverse effect”
30 prohibition even further limits Qwest’s ability to engage in network

1 modernization and maintenance activities. Second, by including the term “End-
2 User Customer” in its proposed language for Section 9.1.9, Eschelon is attempting
3 to regulate Qwest’s relationship with other CLECs through this ICA that is
4 between only Eschelon and Qwest. It is clearly improper to attempt through this
5 ICA to set terms and conditions for Qwest’s relationship with other CLECs.

6 **Q. WHY SHOULD THE COMMISSION REJECT ESCHELON’S PROPOSED**
7 **LANGUAGE FOR SECTION 9.1.9?**

8 A. Eschelon’s proposed language should be rejected because it could effectively
9 prohibit Qwest from upgrading its network to provide better service to all
10 customers, including Qwest customers and other CLEC customers. Under
11 Eschelon’s proposed language, Qwest could only upgrade its network if Qwest
12 was certain that the upgrade would have no impact on Eschelon end users. This
13 could decrease the availability of newer technologies to Qwest retail and
14 wholesale customers. For the reasons that I have explained above, Eschelon’s
15 proposed language should be rejected.

16 **Issue 9-34**

17 **Q. PLEASE DESCRIBE QWEST’S PROPOSAL RELATING TO ISSUE 9-34.**

18 A. This issue involves a dispute concerning the information that Qwest will include
19 in the notices that inform Eschelon of changes to Qwest’s network resulting from
20 maintenance and modernization. As I describe above, Qwest is committing to
21 provide notices that meet the requirements of the FCC’s notice rule relating to
22 network changes, which is set forth in 47 C.F.R. § 51.327. Consistent with the
23 requirements of that rule, Qwest will include in the notice information indicating
24 the location at which the changes will occur.

25 **Q. PLEASE DESCRIBE ESCHELON’S PROPOSAL RELATING TO ISSUE**
26 **9-34.**

27 A. Eschelon proposes the following underlined changes:

1 9.1.9 . . . Such notices will contain the location(s) at which the changes
2 will occur, **including if End User Customer specific, the circuit**
3 **identification and End User Customer address information,** and any
4 other information required by applicable FCC rules. . . .

5 **Q. WHY SHOULD THE COMMISSION ADOPT QWEST'S PROPOSED**
6 **LANGUAGE RELATING TO NOTICE OF NETWORK CHANGES?**

7 A. Qwest will provide notice of changes to its network, including the location of
8 changes, consistent with the requirements of applicable FCC rules. By attempting
9 to include end-user information in the notice requirement, Eschelon is exceeding
10 the requirements in the FCC's notice rules. In addition, Eschelon's proposal is
11 not practical when considered in the context of all the network modifications
12 anticipated by Section 9.1.9. For example, changes to area codes and 7- to 10-
13 digit dialing would affect telephone numbers that Eschelon could be using only in
14 its own network to provide local exchange service. In this situation, Qwest would
15 have no access to information regarding Eschelon's end-user specific telephone
16 number and/or address.

17 **Q. WHY SHOULD THE COMMISSION REJECT ESCHELON'S**
18 **ADDITIONAL LANGUAGE IN 9.1.9 FOR CUSTOMER-SPECIFIC**
19 **INFORMATION WHENEVER QWEST MAKES ANY PUBLIC NOTICE**
20 **REGARDING NETWORK CHANGES AS PROPOSED IN ISSUE 9-34?**

21 A. Eschelon's proposed language inappropriately requires Qwest to provide end-
22 user, customer-specific circuit identification and end-user customer address
23 information in addition to the notice of network change requirements of the FCC.
24 Qwest is willing to provide (and does provide) public notice of Qwest's network
25 changes and does so pursuant to the FCC's "Notice of Network Changes."
26 Eschelon's proposed language is overly burdensome, as it would require Qwest to
27 identify each and every Eschelon customer address and associated customer
28 circuit(s) when Qwest makes a network change. Under Eschelon's proposal,
29 Qwest would be required to provide this information whether or not the Qwest
30 network change would actually have a noticeable impact to either Eschelon or its
31 customer. Eschelon may assert that its language is not intended to have such a

1 broad effect, since the language limits the requirement to provide circuit
2 identifications and customer addresses to changes that are “End-User Customer
3 specific.” However, Eschelon fails to define the term “End-User Customer
4 specific,” leaving the provision open to the interpretation that Qwest must provide
5 circuit identifications and customer addresses for any change that affects any
6 “End-User Customer.”

7 For example, Qwest provides notice to the industry pursuant to the FCC’s Notice
8 of Network Changes when Qwest upgrades its switch software. Typically, there
9 would be no impact to any CLEC customers. However, Eschelon’s proposed
10 language apparently would require Qwest to provide to Eschelon a list of every
11 Eschelon customer address and every circuit that is used by Eschelon to serve its
12 customers for an entire exchange and for each exchange which Qwest plans to
13 upgrade its switch software. In addition, Eschelon’s requirement places even
14 more burden on Qwest if Qwest were to modify its dialing plan. Because such
15 changes typically have a LATA-wide affect, Eschelon would require Qwest to
16 identify each and every Eschelon customer address and each and every Eschelon
17 customer circuit for each and every Eschelon customer in the LATA.

18 **Q. DOES ESCHELON’S USE OF THE TERM “END-USER CUSTOMER”**
19 **CREATE ADDITIONAL CONCERNS ABOUT THE POTENTIAL REACH**
20 **OF ESCHELON’S PROPOSED REQUIREMENT TO INCLUDE CIRCUIT**
21 **IDENTIFICATION NUMBERS AND CUSTOMER ADDRESSES IN**
22 **NOTICES OF NETWORK CHANGES?**

23 A. Yes. As I describe above in connection with Issue 9-33, “End-User Customer” is
24 a defined term that includes customers of other CLECs and carriers. Eschelon’s
25 use of the term therefore could result in Qwest being required to provide notices
26 containing circuit identification numbers and customer addresses not just to
27 Eschelon, but also to all other local carriers in Oregon. Further, as I have
28 discussed above, it is improper to attempt to regulate Qwest’s relationships with
29 other CLECs through this ICA, which would be the end result of Eschelon’s
30 language.

1 **Issue 9-39 – Part One - Wire Center CAPs on Orders**

2 **Q. HAVE THE PARTIES RESOLVED ISSUE 9-39?**

3 A. Yes. The parties continued their discussions relating to this issue after filing the
4 issues matrix and have reached agreement. Accordingly, this portion of issue is
5 no longer in dispute, and there is no need for the Commission to take any action
6 with respect to it.

7 **Issue 9-39 - Part Two - Review of New Qwest Proposed Non-Impaired Wire**
8 **Centers**

9
10 **Q. PLEASE PROVIDE AN OVERVIEW OF WIRE CENTER PORTION OF**
11 **ISSUE 9-39.**

12 A. This issue regards the data that Qwest is to provide to CLECs when it applies to
13 this Commission to request that an additional wire center be classified as non-
14 impaired, and therefore, the UNEs available out of that wire center are reduced.
15 Please see the testimony of Qwest witness, Renee Albersheim, who includes in
16 her testimony the background on the FCC requirements regarding the process by
17 which a wire center is classified as non-impaired. The parties have continued
18 their discussions relating to this issue after filing the issues matrix and Qwest
19 believes they are close to settlement.

20 **Q. CAN YOU SUMMARIZE QWEST’S PROPOSAL REGARDING THE**
21 **DATA QWEST SHOULD PROVIDE TO CLECs FOR DETERMINING IF**
22 **ADDITIONAL WIRE CENTERS SHOULD BE ADDED TO THE LIST OF**
23 **NON-IMPAIRED WIRE CENTERS?**

24 A. Yes. Qwest believes that this Commission addressed in docket UM 251 the types
25 of data that Qwest is required to provide to CLECs when it requests that an
26 additional wire center be added to the non-impaired wire center list. Qwest
27 further believes that the list of required data is not CLEC-specific and should not
28 be included in an individual CLEC’s ICA. Qwest would not seek to file for non-

1 impairment specific to a single CLEC, but rather for all CLECs, and Qwest would
2 appropriately use the process outlined in Order No. 07-109 in docket UM 1251.

3 **Q. WHAT IS ESCHELON'S PROPOSAL REGARDING THE DATA FOR**
4 **ADDING WIRE CENTERS TO THE LIST OF NON-IMPAIRED WIRE**
5 **CENTERS?**

6 A. Eschelon seeks to include the list of specific data that it believes Qwest is required
7 to provide to CLECs for a showing of non-impairment.

8 **Q. WHAT IS QWEST'S RECOMMENDATION TO THE COMMISSION AT**
9 **THIS TIME FOR ISSUE 9-39?**

10 A. Qwest recommends that the parties continue to negotiate the issue and to report
11 back to the Commission in rebuttal testimony concerning whether the issue has
12 been settled. If the issue is not settled, then Qwest will provide its rebuttal
13 testimony at that time.

14 **Issue 9-40 Timeframe CLECs Have to Halt Ordering UNEs in Newly**
15 **Identified Non-Impaired Wire Centers**

16
17 **Q. PLEASE PROVIDE AN OVERVIEW OF ISSUE 9-40.**

18 A. This issue concerns the time frame within which CLECs are required to stop
19 ordering the FCC identified list of UNEs in wire centers that are newly identified
20 as being non-impaired. The parties have continued their discussions relating to
21 this issue after filing the issues matrix and Qwest believes they are close to
22 settlement. Qwest recommends that the parties continue to negotiate the issue and
23 to report back to the Commission in rebuttal testimony concerning whether the
24 issue has been settled. If the issue is not settled, then Qwest will provide its
25 rebuttal testimony at that time.

26 **Issue 9-42 Transition Rates for Newly Identified Non-Impaired Wire Centers**
27

28 **Q. HAVE THE PARTIES RESOLVED ISSUE 9-42?**

1 A. Yes. The parties continued their discussions relating to this issue after filing the
2 issues matrix, and Qwest agrees to include the two new ICA sections proposed by
3 Eschelon as identified below:

4 9.1.14.4.1 Transition Periods for additions to the Commission-Approved
5 Wire Center List.

6 9.1.14.4.1 For a ninety (90) day period beginning on the effective
7 date on which the Commission approves an addition to the
8 Commission-Approved Wire Center List, any DS1 Loop UNEs,
9 DS3 Loop UNEs, DS1 Dedicated Transport UNEs, and DS3
10 Dedicated Transport UNEs that CLEC leases from Qwest as of that
11 date, but which Qwest is not obligated to unbundle, shall be
12 available for lease from Qwest at a rate equal to 115% of the UNE
13 rates applicable as of the effective date on which the Commission
14 adds the Wire Center to the Commission-Approved Wire Center
15 List.

16 9.1.14.4.2 For a one-hundred and eighty (180) day period
17 beginning on the effective date on which the Commission approves
18 an addition to the Commission-Approved Wire Center List, any
19 Dark Fiber Loop UNEs and Dark Fiber Dedicated Transport UNEs
20 that CLEC leases from Qwest as of that date, but which Qwest is
21 not obligated to unbundle, shall be available for lease from Qwest
22 at a rate equal to 115% of the UNE rates applicable as of the
23 effective date on which the Commission adds the Wire Center to
24 the Commission-Approved Wire Center List.

25

26 Accordingly, Qwest believes this issue is no longer in dispute, and there is no
27 need for the Commission to take any action with respect to it.

28 **Issue 9-51 – Application of UDF-IOF Termination Rate Element**

29 **Q. PLEASE PROVIDE AN OVERVIEW OF THE DISPUTE RELATING TO**
30 **ISSUE 9-51.**

31 A. This issue concerns a dispute regarding how to define a rate element involving
32 unbundled dark fiber (“UDF”). Eschelon has proposed changes to the definition
33 of this rate element, claiming that the definition requires clarification. It is
34 apparent, however, that through its proposed definitional change, Eschelon is

1 actually seeking to limit Qwest's ability to recover all the costs that it incurs for
2 dark fiber terminations.

3 **Q. WHAT IS QWEST'S PROPOSED CONTRACT LANGUAGE RELATING**
4 **TO ESCHELON'S ISSUE 9-51?**

5 A. Qwest's proposal for Section 9.7.5.2.1.a is:

6 a) UDF-IOF Termination (Fixed) Rate Element. This rate element
7 is a recurring rate element and provides a termination at the
8 interoffice FDP within the Qwest Wire Center. Two UDF-IOF
9 terminations apply per cross connect provided on the facility.
10 Termination charges apply for each intermediate office terminating
11 at an FDP or like cross-connect point.

12
13 This description accurately and fully captures the description of this rate element.

14 **Q. WHAT IS ESCHELON'S PROPOSED ADDITION TO SECTION**
15 **9.7.5.2.1.A?**

16 A. Eschelon has two proposals for this section:

17 **Eschelon proposal #1:**

18 a) UDF-IOF Termination (Fixed) Rate Element. This rate element
19 is a recurring rate element and provides a termination at the
20 interoffice FDP within the Qwest Wire Center. Two UDF-IOF
21 terminations apply (one for each of the two end points in the
22 termination path) per pair cross connect provided on the
23 facility. Termination charges apply for each intermediate office
24 terminating at an FDP or like cross-connect point.

25 **Eschelon proposal #2:**

26 a) UDF-IOF Termination (Fixed) Rate Element. This rate element is a
27 recurring rate element and provides a termination at the interoffice FDP
28 within the Qwest Wire Center. Two UDF-IOF terminations apply per
29 pair cross connect provided on the facility. Termination charges apply
30 for each intermediate office terminating at an FDP or like cross-connect
31 point.

32 **Q. WHY SHOULD THE COMMISSION REJECT ESCHELON'S PROPOSED**
33 **LANGUAGE IN SECTION 9.7.5.2.1.A?**

1 A. Eschelon proposes its changes to this rate element on the purported ground that
2 the language is needed to provide clarity concerning what is included in this rate
3 element. However, as stated above, Qwest is concerned that the intent of this
4 definition is to limit Qwest's ability to fully recover its costs for dark fiber
5 terminations.

6 **Q. CAN THERE BE MORE THAN ONE CROSS-CONNECT TERMINATION**
7 **PER CENTRAL OFFICE IN A SPECIFIC APPLICATION?**

8 A. Yes. Dark fiber cross-connects (and therefore, associated termination charges)
9 are specific to the actual configuration of the central office and to what is needed
10 to deliver the dark fiber as ordered by the CLEC to the CLEC's collocation space.
11 For example, in a large central office with multiple floors, Qwest may have to
12 cross-connect the fiber to riser cable to deliver the dark fiber to a different floor.
13 When this is required, Qwest must perform more than one cross-connect
14 termination of a dark fiber pair.

15 **Q. HAS QWEST CHANGED ITS APPLICATION OF THIS RATE**
16 **ELEMENT SINCE THE THIS RATE WAS ESTABLISHED?**

17 A. No. Qwest has consistently applied this rate for all CLECs since the Commission
18 approved Qwest's dark fiber offering in docket UM 823. Qwest did modify its
19 description of the rate element in its latest negotiations template to add clarity to
20 the application of the rate, but Qwest has consistently applied the rate since it was
21 approved by this Commission.

22 **Q. PRIOR TO ORDERING UDF, DOES A CLEC KNOW HOW MANY**
23 **TERMINATIONS QWEST WILL HAVE TO PERFORM TO PROVIDE**
24 **THE SERVICE?**

25 A. Yes. A CLEC must send in an Initial Records Inquiry ("IRI") for interoffice
26 UDF. If dark fiber is available in the route requested by the CLEC, Qwest
27 responds to the IRI with all of the rates and charges associated with the actual
28 route. The summary of rates and charges includes identification of the number of

1 dark fiber terminations that are required. As I stated above, Qwest has
2 consistently applied its rates for this rate element for all IRIs.

3 **Q. WHY SHOULD THE COMMISSION ADOPT QWEST’S LANGUAGE**
4 **RELATING TO THIS ISSUE?**

5 A. Qwest has consistently applied this rate element on the same basis for all CLECs.
6 Qwest’s application of this rate element ensures that Qwest receives proper cost
7 recovery, as Qwest’s application recognizes that more than one dark fiber cross-
8 connect termination can be required in a central office. Eschelon’s attempt to
9 restrict application of the rate to one termination per pair per central office ignores
10 the reality that the configuration of a central office may require more than one
11 cross-connect termination. Because Eschelon’s proposal would deny Qwest full
12 recovery of its costs when more than one termination is required, the Commission
13 should reject the proposal.

14 **Issue 9-53 - Access to UCCRE**

15 **Q. PLEASE PROVIDE AN OVERVIEW OF ISSUE 9-53.**

16 A. This issue originated from Eschelon’s initial request that Qwest place the
17 “Unbundled Customer Controlled Rearrangement Element” (“UCCRE”) product
18 in the ICA at Section 9.9. However, the FCC has removed from its rules the
19 former requirement for ILECs to provide digital cross-connects for the unbundled
20 customer controlled rearrangement element.⁷ UCCRE was the product that
21 Qwest developed to meet the previous FCC requirement. UCCRE was intended
22 to provide the means by which a CLEC could control the configuration of UNEs
23 or ancillary services on a near real-time basis through a digital cross-connect
24 device.

25 Although Qwest developed and made UCCRE available to CLECs, there has
26 never been any CLEC demand for this product. Qwest has no information from
27 CLECs suggesting that there will be future demand for UCCRE. Because the

⁷ See and compare former 47 C.F.R. § 51.319(d)(2)(iv) and current 47 C.F.R. § 51.319(d)(2).

1 FCC has removed UCCRE from its rules and given the absence of demand for it,
2 Qwest has decided to discontinue offering this product on a going-forward basis.

3 Although Eschelon apparently has never ordered UCCRE from Qwest, it has
4 nevertheless expressed a desire to have access to this product if Qwest revives it
5 in the future and provides it in future ICAs. Eschelon apparently does not have
6 any impending need for UCCRE or plans to use it, so its concern relating to this
7 issue is largely hypothetical.

8 **Q. PLEASE DESCRIBE QWEST'S AND ESCHELON'S COMPETING**
9 **PROPOSALS RELATING TO UCCRE.**

10 A. Because there is no legal obligation to offer UCCRE and CLECs have no demand
11 for it, Qwest proposes not to include any reference to the discontinued product in
12 the ICA. It thus proposes the following:

13 9.9 Intentionally Left Blank.

14 By contrast, Eschelon proposes the following language specific to UCCRE:

15 **9.9.1 If Qwest provides or offers to provide UCCRE to any other**
16 **CLEC during the term of this Agreement, Qwest will notify CLEC**
17 **and offer CLEC an amendment to this Agreement that allows CLEC,**
18 **at its option, to request UCCRE on nondiscriminatory terms and**
19 **conditions.**

20 **Q. DOES ESCHELON HAVE AN ADDITIONAL PROPOSAL RELATING**
21 **TO UCCRE AND OTHER PRODUCTS AND SERVICES THAT QWEST**
22 **INTENDS TO STOP OFFERING BECAUSE OF LACK OF DEMAND**
23 **AND/OR THE ABSENCE OF ANY LEGAL OBLIGATION TO OFFER A**
24 **PRODUCT OR SERVICE?**

25 A. Yes. Eschelon is also proposing that Qwest be required to go through a
26 regulatory proceeding to obtain Commission approval to stop offering certain
27 products and services for which there is no demand and/or no legal obligation to
28 provide. Eschelon presents three different versions of this very detailed proposal.

1 To understand Qwest's significant concerns about these proposals, it is necessary
2 to set forth each proposal in its entirety, which I do below.

3 **Q. WHAT IS ESCHELON'S FIRST VERSION OF ITS ALTERNATIVE**
4 **PROPOSAL TO ESTABLISH A PRODUCT WITHDRAWAL PROCESS?**

5 A. Eschelon's first version of its alternative proposes to add the following new
6 Section:

7 1.7.3 If Qwest desires to phase out or otherwise cease offering on a
8 wholesale basis to any Competitive Local Exchange Carriers an
9 Interconnection service, access to Unbundled Network Elements (UNEs),
10 additional Ancillary Services or Telecommunications Services available
11 for resale which is contained in the Statement of Generally Available
12 Terms (SGAT) or this Agreement, Qwest must request and obtain
13 Commission approval, after CLEC and other potentially affected carriers
14 are afforded reasonable notice and opportunity to be heard in a generic
15 Commission proceeding. If the basis for Qwest's request is that Qwest is
16 no longer required to provide the product or service pursuant to a legally
17 binding modification or change of the Existing Rules, in the cases of
18 conflict, the pertinent legal ruling and the terms of Section 2.2 of this
19 Agreement govern notwithstanding anything in this Section 1.7.3. This
20 provision is not intended to change the scope of any regulatory agency's
21 authority with regard to Qwest or CLECs.

22 1.7.3.1 Before Qwest submits a request to cease offering a product
23 or service pursuant to this Section 1.7.3, and while a request
24 pursuant to this Section 1.7.3 is pending before the Commission,
25 Qwest must continue to offer the product or service to CLEC,
26 unless the Commission orders otherwise.

27 1.7.3.1.1 If the Commission orders that Qwest need not
28 offer the product or service while the proceeding is
29 pending, the Commission may place such restrictions on
30 that order as allowed by its rules and authority, including a
31 condition that if Qwest later offers the product or service to
32 any CLEC, it must then inform CLECs of the availability
33 of the product or service and offer it to other CLECs on the
34 same terms and conditions. If those terms and conditions
35 are in this Agreement (but were not in effect due to the
36 Commission order that Qwest need not offer the product or
37 service while the proceeding is pending), once Qwest offers
38 those terms to any other CLEC, Qwest must offer those
39 terms to CLEC pursuant to those terms in this Agreement
40 without amendment as well.

1 1.7.3.2 If the Commission approves the phase out or other
2 cessation of a product or service offering, the Agreement will be
3 amended as set forth in Section 2.2 to reflect the outcome of the
4 generic proceedings by the Commission, except where CLEC
5 notifies Qwest in writing that an amendment is not required.
6 Qwest will also amend its SGAT consistent with the Commission's
7 ruling, unless the Commission orders otherwise.

8
9 **Q. WHAT IS ESCHELON'S SECOND VERSION OF ITS ALTERNATIVE**
10 **PROPOSAL TO ESTABLISH A PRODUCT WITHDRAWAL PROCESS?**

11 A. Eschelon's second version of its alternative proposes to add the following new
12 section:

13 1.7.3 If Qwest desires to phase out or otherwise cease offering on a
14 wholesale basis (without first individually amending every interconnection
15 agreement containing that term and updating the SGAT) an
16 Interconnection service, access to Unbundled Network Elements (UNEs),
17 Ancillary Services or Telecommunications Services available for resale,
18 Qwest must request and obtain Commission approval, after CLEC and
19 other potentially affected carriers are afforded reasonable notice and
20 opportunity to be heard in a generic Commission proceeding. For
21 example, if a product is generally available per the terms of the SGAT and
22 is contained in the ICAs of other CLECs (but not CLEC), before refusing
23 to make that product available to CLEC on the same terms on the basis
24 that Qwest intends to cease offering the product (such as due to lack of
25 demand), Qwest must either (1) amend the ICAs of those other CLECs
26 and update the SGAT to remove the product; or (2) obtain Commission
27 approval to cease offering the product on a wholesale basis. This
28 provision is intended to help facilitate nondiscrimination by ensuring that
29 Qwest cannot refuse to offer a product on the same terms to CLEC while
30 that product is still contained in the ICAs of other CLECs or in the SGAT.

31 1.7.3.1 If the basis for Qwest's request is that Qwest is no longer
32 required to provide the product or service pursuant to a legally
33 binding modification or change of the Existing Rules, in the cases
34 of conflict, the pertinent legal ruling and the terms of Section 2.2
35 of this Agreement govern notwithstanding anything in this Section
36 1.7.3.

37 1.7.3.2 This Section 1.7.3 is not intended to change the scope of
38 any regulatory agency's authority with regard to Qwest or CLECs.

39 1.7.3.3 This Section 1.7.3 relates to the cessation of a product or
40 service offering on a wholesale basis as described in Section 1.7.3

1 (referred to as a “phase out” or as “cease offering”). Nothing in
2 this Section 1.7.3 prevents another CLEC and Qwest from
3 mutually agreeing to remove a product from an individual ICA to
4 which CLEC is not a party.

5 1.7.3.4 Before Qwest submits a request to phase out or cease
6 offering a product or service (as those terms are used in this
7 Section 1.7.3) pursuant to this Section 1.7.3, and while a request
8 pursuant to this Section 1.7.3 is pending before the Commission,
9 Qwest must continue to offer the product or service, unless the
10 Commission orders otherwise.

11 1.7.3.4.1 If the Commission orders that Qwest need not
12 offer the product or service while the proceeding is
13 pending, the Commission may place such restrictions on
14 that order as allowed by its rules and authority, including a
15 condition that if Qwest later offers the product or service to
16 any CLEC, it must then inform CLECs of the availability
17 of the product or service and offer it to other CLECs on the
18 same terms and conditions. If those terms and conditions
19 are in this Agreement (but were not in effect due to the
20 Commission order that Qwest need not offer the product or
21 service while the proceeding is pending), once Qwest offers
22 those terms to any other CLEC, Qwest must offer those
23 terms to CLEC pursuant to those terms in this Agreement
24 without amendment as well.

25 1.7.3.5 If the Commission approves the phase out or other
26 cessation of a product or service offering that is contained in this
27 Agreement, the product or service will no longer be available per
28 the terms of the Commission’s order without the need for an
29 amendment to this Agreement, unless the Commission orders
30 otherwise or the Parties agree to amend this Agreement. Qwest
31 will amend its SGAT consistent with the Commission’s ruling,
32 unless the Commission orders otherwise.

33
34 **Q. WHAT IS ESCHELON’S THIRD VERSION OF ITS ALTERNATIVE**
35 **PROPOSAL TO ESTABLISH A PRODUCT WITHDRAWAL PROCESS?**

36 **A.** Eschelon’s third version of its alternative proposes to add the following new
37 section:

38 1.7.3 If Qwest desires to phase out or otherwise cease offering a product,
39 service, element, or functionality on a wholesale basis that it has
40 previously made available pursuant to Section 251 of the Act, Qwest must

1 first obtain an order from the Commission adopting a process for doing so.
2 Once that process in place, Qwest may use that process as ordered by the
3 Commission.

4 1.7.3.1 Unless and until a process is approved by the Commission
5 as described in Section 1.7.3, Qwest must continue to offer such
6 products, services, elements, or functionalities on a
7 nondiscriminatory basis, such that Qwest may not refuse to make
8 an offering available to CLEC on the same terms as it is available
9 to other CLECs through their ICAs or the SGAT on the grounds
10 that Qwest , although it has not yet amended those agreements,
11 indicates that it intends to cease offering that product (such as due
12 to lack of demand). If the Commission does not adopt a process as
13 described in Section 1.7.3 or Qwest chooses not to use that
14 process, Qwest may cease a wholesale offering by promptly
15 amending all ICAs containing that offering to remove it.

16 **Q. WHAT CONCERNS DOES QWEST HAVE CONCERNING ESCHELON'S**
17 **PROPOSAL TO REQUIRE QWEST TO GO THROUGH A**
18 **REGULATORY APPROVAL PROCESS BEFORE IT CAN STOP**
19 **OFFERING A PRODUCT?**

20 A. For multiple reasons, Qwest strongly opposes each of Eschelon's proposals.
21 Under Eschelon's approach, if Qwest desires to discontinue an "offering on a
22 wholesale basis to any Competitive Local Exchange Carrier," it would have to
23 obtain approval from the Commission and give the CLEC "and other potentially
24 affected carriers" the opportunity to contest the discontinuance of the product "in
25 a generic Commission proceeding."⁸

26 Qwest's first objection is that the proposal improperly attempts to regulate
27 through the Qwest-Eschelon ICA Qwest's relationships with other CLECs.
28 Specifically, the "generic proceeding" required under Eschelon's first version of
29 its alternative proposal would be triggered by Qwest's decision to stop offering a
30 wholesale product or service to "any" CLEC, not just Eschelon. For example,

⁸ The proposal apparently exempts from this process product discontinuances resulting from changes of law through the following language: "If the basis for Qwest's request is that Qwest is no longer required to provide the product or service pursuant to a legally binding modification or change of the Existing Rules, in the cases of conflict, the pertinent legal ruling and the terms of Section 2.2 of this Agreement govern notwithstanding anything in this Section 1.7.3."

1 even if another CLEC did not object to the exclusion of a product from its ICA
2 that Qwest is not offering, Qwest would have to go through Eschelon's proposed
3 process to stop offering the product to that CLEC. The ICA between Eschelon
4 and Qwest should not be used to regulate Qwest's relationships with other CLECs
5 and potentially to interfere with the ICAs Qwest has with other CLECs.

6 **Q. IS A SINGLE ARBITRATION BETWEEN TWO CARRIERS THE**
7 **PROPER FORUM IN WHICH TO CONSIDER THE TYPE OF FAR-**
8 **REACHING REGULATORY PROCEEDING THAT ESCHELON IS**
9 **PROPOSING?**

10 A. No. It would not be appropriate in an interconnection arbitration between one
11 CLEC and one ILEC to adopt and include in an ICA a broad, generic process that
12 would apply to all local exchange carriers in Oregon. The proper forum in which
13 to consider an issue with this type of far-reaching effect is one in which all
14 interested Oregon local exchange carriers can provide input concerning the
15 necessity and contours of such a process. If the Commission were to adopt such a
16 process, the proper method for doing so would be through a generic order that
17 applies to all carriers, not through a single arbitration and ICA between Qwest and
18 Eschelon.

19 **Q. SHOULD A REGULATORY PROCEEDING AND COMMISSION**
20 **APPROVAL BE REQUIRED FOR QWEST TO STOP OFFERING**
21 **PRODUCTS AND SERVICES FOR WHICH THERE IS NO DEMAND**
22 **AND NO UNDERLYING LEGAL OBLIGATION?**

23 A. No. It would be neither logical nor efficient to require a time-consuming,
24 resource-intensive generic docket relating to product withdrawals in response to
25 Qwest's attempt to stop offering products that no CLEC is ordering and for which
26 there is no foreseeable demand. The fact that there is no demand at all for a
27 product, such as the cross-connect offering, and no legal obligation to provide it,
28 should provide a sufficient basis for Qwest to stop offering the product. It should

1 not be necessary for Qwest to go through a time-consuming generic docket to
2 reach this logical and seemingly inevitable outcome.

3 **Q. WHY SHOULD THE COMMISSION REJECT ESCHELON'S PROPOSAL**
4 **AND ADOPT QWEST'S LANGUAGE?**

5 A. If in the highly unlikely event that Qwest provisions UCCRE to another CLEC
6 (pursuant to an interconnection agreement previously negotiated), Qwest cannot
7 reasonably be expected to notify Eschelon that the product has been provisioned.
8 Qwest has no processes or systems in place that would permit it to provide this
9 type of notification. However, Eschelon will have notice of any future UCCRE
10 offerings provided for in any ICAs or amendments that Qwest enters into, since
11 ICAs and amendments are publicly filed with the Commission. Eschelon can
12 easily review all filed ICA agreements and amendments on its own to determine if
13 new CLECs are receiving UCCRE.

14 In addition, there is no reasonable basis for requiring Qwest to maintain external
15 and internal documentation, pricing and ordering information for a service that
16 has never been ordered.

17 **Q. IF ESCHELON DESIRES UCCRE FUNCTIONALITY IN THE FUTURE,**
18 **CAN IT OBTAIN THE PRODUCT THROUGH OTHER MEANS?**

19 A. Yes. In the unlikely event that Eschelon will have a need for a UCCRE service, it
20 can obtain the product through Qwest's retail Command-A-Link tariff.

21 **Q. ESCHELON SUGGESTS THAT QWEST'S WITHDRAWAL OF UCCRE,**
22 **ON A GOING-FORWARD BASIS, AMOUNTS TO DISCRIMINATION,**
23 **DO YOU AGREE?**

24 A. No. The individual ICA negotiation process was clearly contemplated by the
25 Telecommunications Act. Specifically, the Act requires that ILECs negotiate
26 individually with CLECs and reach agreements that are tailored to each carrier's
27 needs. While this approach, mandated by the Act, results in terms and conditions
28 that may be different from one CLEC to another, those differences are not an
29 illegal or prohibited form of discrimination.

1 **Q. IN THE TELECOMMUNICATION INDUSTRY, IS THERE A**
2 **TRADITION OF ALLOWING EXISTING CUSTOMERS TO RETAIN A**
3 **SERVICE, WHILE NOT ALLOWING NEW CUSTOMERS TO ORDER**
4 **THE SAME SERVICE?**

5 A. Yes. It is standard in the industry that when products, services and/or feature
6 packages are phased out, existing customers are “grandfathered” and can continue
7 to use the service. Qwest’s language is consistent with this standard industry
8 practice.

9 **Q. WHEN IT HAS ELIMINATED THE OBLIGATION TO PROVIDE**
10 **CERTAIN PRODUCTS AND ELEMENTS, HAS THE FCC RECOGNIZED**
11 **THAT THERE MAY BE A PERIOD OF TIME DURING WHICH A**
12 **PRODUCT OR ELEMENT WILL CONTINUE TO BE AVAILABLE TO**
13 **SOME CARRIERS WHILE NOT BEING AVAILABLE TO OTHER**
14 **CARRIERS?**

15 A. Yes. The FCC has used the concept of “grandfathered” service to give carriers
16 that have relied on a product or service time to adjust to the elimination of the
17 product or service. In these circumstances, the FCC has adopted transitional
18 phase-outs for carriers that have previously relied on the product or service, while
19 making the product or service immediately unavailable to carriers that did not
20 previously rely on it. For example, while the FCC eliminated the high frequency
21 portion of the loop (“HFPL”) as a UNE in the *TRO*, it permitted CLECs with
22 existing “line sharing arrangements” to continue obtaining the HFPL at whatever
23 rate the ILEC was charging prior to the *TRO*. *TRO*, at ¶ 264. However, those
24 pre-*TRO* rates were no longer available for CLECs that did not have
25 “grandfathered” line sharing arrangements. Those CLECs were required to pay
26 different rates that the FCC established as part of its phase-out of the HFPL as a
27 UNE. *TRO*, at ¶ 265.

28 As this example shows, the FCC recognizes that there will be timing differences
29 among CLECs in the implementation of its network unbundling orders. These
30 differences do not result in a form of discrimination prohibited by the Act;

1 instead, they are the result of necessary and often unavoidable differences in the
2 timing of implementation of the FCC's orders.

3 **Q. GIVEN THAT THE FCC HAS DIRECTED ILECs AND CLECs TO RELY**
4 **ON THE ICA NEGOTIATION PROCESS TO IMPLEMENT CHANGES**
5 **IN UNBUNDLING REQUIREMENTS, IS IT INEVITABLE THAT THE**
6 **TIMING OF NEGOTIATIONS WILL VARY TO SOME EXTENT FROM**
7 **ONE CLEC TO ANOTHER?**

8 A. Yes. Qwest, of course, cannot renegotiate ICAs with all CLECs at precisely the
9 same time. As a result, it is unavoidable that changes in the FCC's unbundling
10 requirements will be implemented sooner for some CLECs than for others. For
11 example, if Qwest and a CLEC mutually agree upon all the provisions of a re-
12 negotiated ICA implementing the *TRO* and *TRRO*, that agreement likely can be
13 completed and approved in a matter of a few months. By contrast, if Qwest and a
14 CLEC do not agree on the provisions required to implement the *TRO* and the
15 *TRRO* and are required to arbitrate, it will take much longer to complete and have
16 the agreement approved. As a result, for some period of time, one CLEC is likely
17 to have an ICA with different unbundling requirements than are in another
18 CLEC's ICA. The differences in the ICAs are not the result of discrimination, as
19 Eschelon would suggest, but are instead the result of inevitable differences in
20 timing.

21 **Q. WHAT ADDITIONAL CONCERN DOES QWEST HAVE ABOUT**
22 **ESCHELON'S ALTERNATIVE PROPOSALS?**

23 A. Eschelon's alternative proposals would improperly require Qwest to update its
24 SGAT to reflect the results of any generic product withdrawal proceeding. Qwest
25 and CLECs typically do not rely any longer on Qwest's SGAT. CLECs now have
26 multiple other options available to them, including other carriers' ICAs that
27 CLECs are able to opt into and also Qwest's multi-state "Template Agreement."
28 Because of the effectiveness and utility of the Template Agreement, Qwest
29 stopped updating its SGATs and has not made any updates to incorporate changes

1 in law since 2004. Accordingly, there would be no utility in requiring Qwest to
2 update its SGAT to reflect withdrawals of network element and other product
3 offerings.

4 **Q. WHY SHOULD THE COMMISSION ADOPT QWEST’S LANGUAGE**
5 **RELATING TO THIS ISSUE?**

6 A. Qwest has no legal obligation to provide UCCRE to Eschelon pursuant to a *TRO*
7 change of law as described above, and Eschelon’s claims regarding discrimination
8 are unfounded, and frequently products or unique combinations of feature
9 packages are grandfathered for existing customers and are unavailable for new
10 customers.

11 **Q. WHEN IT HAS ELIMINATED THE OBLIGATION TO PROVIDE**
12 **CERTAIN PRODUCTS AND ELEMENTS, HAS THE FCC RECOGNIZED**
13 **THAT THERE MAY BE A PERIOD OF TIME DURING WHICH A**
14 **PRODUCT OR ELEMENT WILL CONTINUE TO BE AVAILABLE TO**
15 **SOME CARRIERS WHILE NOT BEING AVAILABLE TO OTHER**
16 **CARRIERS?**

17 A. Yes. As I discuss above in connection with Issue 9-50 and cross-connects, the
18 FCC has used the concept of “grandfathered” service to give carriers that have
19 relied on a product or service time to adjust to the elimination of the product or
20 service. In these circumstances, the FCC has adopted transitional phase-outs for
21 carriers that have previously relied on the product or service, while making the
22 product or service immediately unavailable to carriers that did not previously rely
23 on it. The FCC thus recognizes that there will be timing differences among
24 CLECs in the implementation of its network unbundling orders. These
25 differences do not result in a form of discrimination prohibited by the Act;
26 instead, they are the result of necessary and often unavoidable differences in the
27 timing of implementation of the FCC’s orders.

1 **Q. WOULD ESCHELON’S PROPOSAL OF A GENERIC PROCEEDING**
2 **FOR COMMISSION APPROVAL OF PRODUCT WITHDRAWALS**
3 **APPLY TO UCCRE?**

4 A. Yes. Eschelon’s alternative proposals for Issue 9-53 would require Qwest to go
5 through a generic regulatory proceeding to obtain approval to stop providing
6 UCCRE. This would be so even though the FCC has eliminated UCCRE from its
7 network unbundling rules. Qwest should not have to seek Commission approval
8 to stop offering a product or service that the FCC has removed from its
9 unbundling rules. In fact, state commissions likely do not have authority to
10 require an ILEC to continue offering a service or product that the FCC has
11 determined ILECs are no longer required to provide. Eschelon’s attempt to
12 impose this requirement in this circumstance further demonstrates the
13 unreasonableness of its proposal.

14 **Q. HOW SHOULD THE COMMISSION RESOLVE THIS ISSUE?**

15 A. The Commission should reject Eschelon’s attempt to impose unnecessary
16 administrative and notice requirements for a product that Qwest has no legal
17 obligation to offer and for which CLECs, including Eschelon, have shown no
18 demand. The Commission should approve the Qwest language “9.9 Intentionally
19 Left Blank.” Further, the Commission should reject Eschelon’s attempt to impose
20 a generic product withdrawal process.

21 **Issue 9-55 - Combinations of Loops and Transport**

22 **Q. PLEASE PROVIDE AN OVERVIEW OF THE DISPUTES**
23 **ENCOMPASSED BY ISSUE 9-55.**

24 A. While Issue 9-55 encompasses multiple provisions of the ICA, there are a small
25 number of fundamental differences in the parties’ positions that account for the
26 differences in the parties’ proposed ICA language for these provisions.
27 Generally, Qwest’s proposed Section 9.23.4 describes the terms and conditions
28 for Enhanced Extended Loops (“EELs”), Commingled EELs and High-Capacity
29 EELs. The Qwest EEL product offering consists of a combination of an

1 Unbundled Loop and Unbundled Dedicated Interoffice Transport (“UDIT”).
2 However, in response to Eschelon’s proposal, Qwest agreed to remove the terms
3 and conditions associated with commingling (*i.e.*, the combining of a UNE and
4 non-UNE network circuit) from Section 9.23 and to create a new ICA Section 24
5 dedicated to commingling. This change in structure has challenged both parties to
6 make sure that the necessary terms and conditions are described in each section,
7 while also ensuring that these sections of the ICA do not include inappropriate
8 redundancy.

9 Each issue that I discuss below in this section of my testimony identifies all the
10 ICA sections implicated by the issue. Because some ICA sections are implicated
11 by more than one issue, I discuss or refer to some sections in connection with
12 multiple issues. I attempt to target the portion of the section under dispute in each
13 issue in order to reduce the duplication of sections in the testimony.

14 Eschelon’s proposal is particularly troubling given that Eschelon’s definition of
15 Loop-Transport Combinations includes commingled arrangements where UNE
16 and non-UNE circuits are combined. The rates and provisioning processes that
17 apply to UNE “loop-transport” combinations, which are combinations of UNEs,
18 are different from those that apply to commingled arrangements, which are
19 comprised of a UNE commingled (or connected) with a tariffed private line
20 circuit arrangement. By combining UNE combinations and commingled
21 arrangements into a single description, Eschelon’s language would effectively
22 eliminate all of the critical distinctions between the two types of arrangements.

23 **Q. PLEASE PROVIDE AN EXAMPLE OF A COMMINGLED**
24 **ARRANGEMENT AND THE TERMS AND CONDITIONS THAT WOULD**
25 **APPLY TO SUCH AN ARRANGEMENT.**

26 A. A typical commingled arrangement would be an EEL loop connected to a private
27 line transport circuit. Consistent with governing FCC rules relating to
28 commingled arrangements, the UNE terms and conditions set forth in the
29 interconnection agreement would apply to the UNE (*i.e.*, the EEL Loop) circuit,

1 while the provisions of the tariff (or price list as appropriate) would dictate the
2 terms and conditions that would apply to the private line transport circuit in the
3 arrangement. Specifically, the FCC notes this application of rates, terms and
4 conditions in the *Triennial Review Order* at footnote 1796:

5 For example, a competitive LEC connecting a UNE loop to special
6 access interoffice transport facilities would pay UNE rates for the
7 unbundled loops and tariffed rates for the special access service . . .

8 **Q. WHAT IS QWEST’S PROPOSAL RELATING TO ISSUE 9-55?**

9 A. The term “Loop-Transport Combination” should be deleted from each product
10 section of the ICA. The sections from which this term should be excluded include
11 Sections 9.23.4 (general terms and conditions for EELs), 9.23.4.4. and 9.23.4.4.1
12 (Additional Terms for EELs), 9.23.4.5 and 9.23.4.5.4 (Ordering Process for
13 EELs), and 9.23.4.6 (Rate Elements for EELs).

14 **Q. WHAT ARE ESCHELON’S PROPOSED CHANGES TO QWEST’S**
15 **LANGUAGE?**

16 A. Eschelon proposes the underlined changes to the EEL product offering set forth
17 below. These are the sections in which the term “Loop-Transport Combination”
18 should be eliminated:

19 9.23.4 **Loop-Transport Combinations:** Enhanced Extended Links
20 (EELs), Commingled EELs, and High-Capacity EELs.

21 **Loop-Transport Combination –For purposes of this**
22 **Agreement, “Loop-Transport Combination” is a Loop in**
23 **combination, or Commingled, with a Dedicated Transport**
24 **facility or service (with or without multiplexing capabilities),**
25 **together with any facilities, equipment, or functions necessary**
26 **to combine those facilities. At least as of the Effective Date of**
27 **this Agreement “Loop-Transport Combination” is not the**
28 **name of a particular Qwest product. “Loop-Transport**
29 **Combination” includes Enhanced Extended Links (“EELs”),**
30 **Commingled EELs, and High Capacity EELs. If no**
31 **component of the Loop-transport Combination is a UNE,**
32 **however, the Loop-Transport Combination is not addressed in**
33 **this Agreement. The UNE components of any Loop-Transport**
34 **Combinations are governed by this Agreement.**

1 Commingled EEL – If CLEC obtains at UNE pricing part (but not
2 all) of a Loop-Transport Combination, the arrangement is a
3 Commingled EEL. (Regarding Commingling, see Section 24.)

4 High Capacity EEL – “High Capacity EEL” is a Loop-Transport
5 Combination (either EEL or Commingled EEL) when the Loop or
6 transport is of DS1 or DS3 capacity. High Capacity EELs may
7 also be referred to as “DS1 EEL” or “DS3 EEL,” depending on
8 capacity level.

9 9.23.4.4 Additional Terms for ~~EEL~~ UNE Components of Loop
10 Transport Combinations

11 9.23.4.4.1 EELs and Commingled EELs may consist of loops and
12 interoffice transport of the same bandwidth (Point-to-Point).
13 When multiplexing is requested, EELs and Commingled EELs
14 may consist of loops and interoffice transport of different
15 bandwidths (Multiplexed). CLEC may also order combinations of
16 interoffice transport, concentration capability and DS0 loops.

17 9.23.4.5 Ordering Process for ~~EEL~~ UNE Components of Loop
18 Transport Combinations

19 9.23.4.5.4 . . .Qwest may require two (2) service requests when
20 CLEC orders Multiplexed Loop Transport Combinations (which
21 are not Point-to-Point) and EEL loops (as part of a multiplexed
22 EEL). Regarding Commingling see Section 24.

23 9.23.4.6 Rate Elements for ~~EEL~~ UNE Components of Loop Transport
24 Combinations

- 25 **Q. WHAT CONCERNS DOES QWEST HAVE ABOUT HAVING THE**
26 **ENTIRE COMMINGLED ARRANGEMENT (NOT JUST THE UNE**
27 **CIRCUIT) GOVERNED BY THE ICA UNDER ESCHELON’S LOOP-**
28 **TRANSPORT UMBRELLA TERM?**
- 29 A. The net result that Eschelon is seeking is to have terms and conditions in the ICA
30 govern Qwest’s special access and private line circuit offerings. This is improper
31 because ICAs must, as a matter of law, be limited to terms and conditions relating
32 to the services and elements required by Sections 251(b) and (c). Special access
33 and private line circuits are not within Section 251 and are therefore governed by
34 tariffs, not ICAs.

1 Moreover, Eschelon's demands that commingled arrangements be put in place or
2 ordered through a single local service request ("LSR") and be billed through the
3 billing system that Qwest uses for UNEs (the "CRIS" system) is a direct attempt
4 by Eschelon to have this Commission (via an ICA arbitration) force Qwest to
5 change its special access and private line service order process and billing
6 arrangements. In eliminating the pre-existing restriction on commingling in the
7 *TRO*, the FCC modified its rules to permit CLECs to commingle UNEs and
8 combinations of UNEs with services (*e.g.*, switched, special access and private
9 line services offered pursuant to tariff) that a requesting carrier has obtained at
10 wholesale from an ILEC pursuant to any method other than unbundling under
11 section 251(c)(3) of the Act.

12 However, wholesale services such as switched and special access services have
13 always been separate and distinct products from those UNE products provided to
14 CLECs under the terms and conditions of their Section 252 ICAs. Each of these
15 products, whether the product is tariffed or a Section 251 UNE, has its own
16 established ordering, provisioning, and billing systems and methods. The FCC
17 did not require combined processes, systems, and methods for the distinct
18 components of commingled arrangements when it eliminated the restriction on
19 commingling. Nowhere in the *TRO* or *TRRO* does the FCC require ILECs to
20 modify the rates, terms and conditions of their special access and private lines
21 services, beyond removing any commingling with UNE restrictions. The FCC
22 only required the ILECs to perform the necessary functions to effectuate such
23 commingling upon request. Qwest has established provisioning processes and
24 methods for all commingled arrangements to meet that requirement. Qwest's
25 processes properly provide for billing of the UNE rates to the UNE circuit and the
26 appropriate special access and/or private line tariff rates to the tariffed circuit.

27 **Q. DOES QWEST COMMIT IN THE ICA THAT THE UNE CIRCUIT WILL**
28 **BE GOVERNED BY THE TERMS AND CONDITIONS IN THE ICA?**

29 A. Yes. In fact, in agreed ICA language Qwest commits as follows:

1 24.1.2.1 The UNE component(s) of any Commingled arrangement
2 is governed by the applicable terms of this Agreement. The other
3 component(s) of any Commingled arrangement is governed by the
4 terms of the alternative service arrangement pursuant to which that
5 component is offered (e.g., Qwest's applicable Tariffs, price lists,
6 catalogs, or commercial agreements). Performance measurements
7 and/or remedies under this Agreement apply only to the UNE
8 component(s) of any Commingled arrangement. Qwest is not
9 relieved from those measurements and remedies by virtue of the
10 fact that the UNE is part of a Commingled arrangement.

11 Qwest has been clear that when two circuits are commingled, each circuit retains
12 the appropriate terms and conditions. As I stated above, it is Eschelon's proposed
13 melding of EELs, Commingled EEL circuits and High-Capacity EELs into a
14 single umbrella product that creates the confusion regarding this issue.

15 **Q. WHY SHOULD THE COMMISSION ADOPT QWEST'S PROPOSAL**
16 **AND REJECT ESCHELON'S USE OF THE TERM "LOOP-TRANSPORT**
17 **COMBINATIONS"?**

18 A. The FCC uses the term "loop-transport" to generally describe varieties of EELs,
19 not to establish an unbundled product separate from EELs. By contrast, Eschelon
20 uses "loop-transport" as a defined term that applies equally to high-capacity and
21 commingled EELs. Although "loop-transport" is not a Qwest product, Eschelon
22 improperly proposes to assign product attributes to it. *See, e.g.*, §§ 9.23.4.4.3.1
23 (intervals); 9.23.4.5.1.1 (Billing); 9.23.4.6.6 (BANS).

24 Qwest has developed and implemented separate and distinct systems, procedures
25 and provisioning intervals for EELs, UNEs and tariffed services and is under no
26 legal requirement to implement costly modifications to provide Eschelon's
27 proposed "loop-transport" product. In addition, even if Qwest had an obligation
28 to make the multiple changes that would be needed to support this proposed
29 product, my understanding is that Eschelon has not agreed to compensate Qwest
30 for the costs of making the changes. Under Section 252(d)(1) of the Act, Qwest
31 would have a right to recover those costs through charges imposed on Eschelon.
32 Eschelon's apparent unwillingness to compensate Qwest for these costs provides
33 an additional reason for rejecting the proposal.

1 **Issues 9-56 and 9-56a – Service Eligibility Criteria Audits**

2 **Q. WHAT IS THE NATURE OF THE DISPUTE BETWEEN THE PARTIES**
3 **RELATING TO ISSUES 9-56 AND 9-56A?**

4 A. These two issues involve disputes relating to the audits that Qwest is permitted to
5 conduct, as contemplated by FCC rules, to determine whether Eschelon is
6 complying with the FCC’s service eligibility criteria that apply to orders for high-
7 capacity EELs. The parties agree such audits are permitted. However, the dispute
8 encompassed by Issue 9-56 concerns whether Qwest should be allowed to
9 conduct audits without cause. Issue 9-56a involves the information that Qwest
10 must provide to Eschelon in requesting an audit, including whether the notice of
11 an audit must set forth a cause for the audit.

12 **Q. WHAT ARE THE “SERVICE ELIGIBILITY CRITERIA” FOR HIGH-**
13 **CAPACITY EELs?**

14 A. In the *TRO*, the FCC established service eligibility criteria for high-capacity EELs
15 that are designed to ensure access to these facilities for bona fide providers of
16 “qualifying services,” while also protecting against the potential for “gaming” by
17 providers. By “gaming,” the FCC was referring to the practice of providers that
18 obtain access to UNE facilities even though the services they provide do not
19 qualify for use with UNEs. Through this practice, carriers attempt to obtain
20 favorable UNE rates when they are not entitled to them or otherwise engage in
21 regulatory rate arbitrage.

22 To protect against gaming, the FCC adopted the following service eligibility
23 criteria for high-capacity EELs at paragraph 597 of the *TRO*: (1) the requesting
24 carrier must have a state certification of authority to provide local voice service;
25 (2) the requesting carrier must have at least one local number assigned to each
26 circuit and must provide 911 or E911 capability to each circuit; and (3) the
27 requesting carrier must have certain “circuit-specific architectural safeguards” in
28 place to prevent gaming. The FCC describes these specific “architectural
29 safeguards” in paragraph 597.

1 **Q. WHAT RIGHTS DO ILECs HAVE TO CONDUCT AUDITS TO**
2 **DETERMINE IF CLECs ARE COMPLYING WITH THESE**
3 **ELIGIBILITY REQUIREMENTS?**

4 A. In paragraphs 625 to 629 of the *TRO*, the FCC describes the rights that ILECs
5 have to conduct audits of CLECs to determine whether they are complying with
6 the service eligibility criteria. As described in paragraph 626 of the *TRO*, an
7 ILEC is permitted to “obtain and pay for an independent auditor to audit, on an
8 annual basis, compliance with the qualifying service eligibility criteria.” The
9 auditor must issue an opinion regarding the requesting carrier’s compliance with
10 the criteria. If the auditor determines that the CLEC is not in compliance, the
11 CLEC must make true-up payments, convert non-complying circuits to the
12 appropriate service, and may have to pay the costs of the independent auditor. If
13 the auditor concludes that the CLEC is complying with the criteria, the ILEC must
14 reimburse the CLEC for the costs associated with the audit. As described by the
15 FCC in paragraph 628 of the *TRO*, the intent of this reimbursement requirement
16 for ILECs is to “eliminate the potential for abusive or unfounded audits.”

17 **Q. WHAT IS QWEST’S PROPOSED CONTRACT LANGUAGE RELATING**
18 **TO ISSUE 9-56?**

19 A. Qwest’s proposed language is as follows:

20 9.23.4.3.1.1 After CLEC has obtained High Capacity EELs in accordance
21 with Section 9.23.4.1.2, Qwest may conduct a Service Eligibility Audit to
22 ascertain whether those High Capacity EELs comply with the Service
23 Eligibility Criteria set forth in Section 9.23.4.1.2.

24 **Q. WHAT ARE ESCHELON’S PROPOSED CHANGES TO QWEST’S**
25 **LANGUAGE?**

26 A. Eschelon proposes the following underlined addition to the Qwest language:

27 9.23.4.3.1.1 After CLEC has obtained High Capacity EELs in accordance
28 with Section 9.23.4.1.2, Qwest may conduct a Service Eligibility Audit to
29 ascertain whether those High Capacity EELs comply with the Service
30 Eligibility Criteria set forth in Section 9.23.4.1.2, **when Qwest has a**
31 **concern that CLEC has not met the Service Eligibility Criteria.**

1 **Q. WHY SHOULD THE COMMISSION ADOPT THE QWEST LANGUAGE?**

2 A. As I describe above, the *TRO* gives ILECs the right to conduct audits of CLECs to
3 ensure compliance with the FCC established Service Eligibility Criteria for high-
4 capacity EELs. There is no support in the *TRO* or FCC rules for Eschelon’s
5 proposal that would limit Qwest’s rights to conduct an audit to only when Qwest
6 states it has “cause” to believe Eschelon has not met the Service Eligibility
7 Criteria.” Eschelon’s proposal impermissibly interferes with and weakens the
8 audit rights that the FCC granted in the *TRO*. If the FCC had intended to limit
9 audits to situations where there is demonstrable cause, it would have said so. It
10 did not do so, however, and, instead, established a compensation and
11 reimbursement scheme that provides CLECs with incentives to comply with the
12 service eligibility criteria and provides ILECs with incentives not to conduct
13 wasteful audits.

14 Qwest recommends the Commission strike the Eschelon proposed addition to
15 9.23.4.3.1.1, allowing Qwest to retain the audit rights contemplated by the FCC.

16 **Q. WHAT IS QWEST’S PROPOSED CONTRACT LANGUAGE RELATING**
17 **TO ESCHELON’S ISSUE 9-56(a)?**

18 A. Eschelon also has proposed a new section, 9.23.4.3.1.1.1.1, that further
19 undermines Qwest rights to conduct proper audits. Qwest proposes that section
20 9.23.4.3.1.1.1.1 be deleted.

21 **Q. WHAT ARE ESCHELON’S PROPOSED CHANGES TO QWEST’S**
22 **LANGUAGE?**

23 A. Eschelon proposes the following new section in the ICA:

24 **9.23.4.3.1.1.1.1 The written notice shall include the cause upon which**
25 **Qwest has a concern that CLEC has not met the Service Eligibility**
26 **Criteria. Upon request, Qwest shall provide to CLEC a list of circuits**
27 **that Qwest has identified as of that date, if any, for which Qwest**
28 **alleges non-compliance or which otherwise supports Qwest’s concern.**

29

1 **Q. PLEASE DESCRIBE FURTHER THE AUDIT RIGHTS THAT THE FCC**
2 **GRANTED ILECs IN THE *TRO* FOR DETERMINING CLEC**
3 **COMPLIANCE WITH THE SERVICE ELIGIBILITY CRITERIA.**

4 A. Again, contrary to Eschelon's assertions, the FCC did not condition ILEC audit
5 rights on a demonstration of "good cause" to believe that a CLEC is violating the
6 service eligibility criteria. Instead, as described in paragraph 626 of the *TRO*, an
7 ILEC is permitted to "obtain and pay for an independent auditor to audit, on an
8 annual basis, compliance with the qualifying service eligibility criteria." The
9 auditor must issue an opinion regarding the requesting carrier's compliance with
10 the criteria. If the auditor determines that the CLEC is not in compliance, the
11 CLEC must make true-up payments, convert non-complying circuits to the
12 appropriate service, and may have to pay the costs of the independent auditor. If
13 the auditor concludes that the CLEC is complying with the criteria, the ILEC must
14 reimburse the CLEC for the costs associated with the audit. Nowhere in this
15 description of ILEC audit rights does the FCC refer to or impose a "good cause"
16 requirement.

17 **Q. SINCE THE FCC DID NOT IMPOSE A "GOOD CAUSE"**
18 **REQUIREMENT FOR SERVICE ELIGIBILITY AUDITS, DOES THE**
19 **FCC TAKE STEPS TO MAKE SURE ILECs DO NOT ABUSE THE**
20 **PROCESS?**

21 A. Yes. While the FCC did not impose a "good cause" requirement, it did take steps
22 to ensure that ILECs would not abuse the audit process. Specifically, as I
23 describe above, the FCC established that if an auditor concludes that the CLEC is
24 complying with the service eligibility criteria, the ILEC must reimburse the CLEC
25 for the costs associated with the audit. This reimbursement obligation gives
26 ILECs a strong incentive not to conduct abusive audits. Indeed, the FCC stated in
27 paragraph 628 of the *TRO* that the intent of this reimbursement requirement for
28 ILECs is to "eliminate the potential for abusive or unfounded audits." In addition,
29 the *TRO* establishes that ILECs are permitted to conduct audits only "on an
30 annual basis," which further prevents ILECs from conducting abusive audits. It is
31 through this reimbursement scheme and the annual limit on audits, not through a

1 “good cause” requirement, that the FCC eliminated the potential for abusive
2 audits.

3 **Q. WHY SHOULD THE COMMISSION ADOPT QWEST’S POSITION ON**
4 **ISSUE 9-56(a)?**

5 A. There is no support in FCC rules for Eschelon’s proposal that would permit
6 Qwest to conduct an audit only if Qwest states and explains the “cause upon
7 which Qwest has a concern that [Eschelon] has not met the Service Eligibility
8 Criteria.” In addition, Eschelon’s proposal improperly would require Qwest to
9 identify specific Eschelon circuits that Qwest believes do not comply with the
10 service eligibility criteria. There is no requirement in the *TRO* or FCC rules for
11 Qwest to identify non-complying circuits as a condition to conducting an audit.
12 Eschelon’s proposal impermissibly interferes with and weakens the audit rights
13 that Qwest is granted in the *TRO*.

14 Qwest recommends that the Commission reject Eschelon’s proposed section
15 9.23.4.3.1.1.1.1 on the grounds that is both overreaching and not consistent with
16 the audit rights granted by the FCC. Adoption of the notice requirement that
17 Eschelon proposes would raise the distinct possibility of Eschelon using the form
18 of notice as a basis for objecting to proper audits that are contemplated by the
19 *TRO*.

20 **Issues 9-58 (ALL A, B, C, D, E) Ordering, Billing, and Circuit ID for**
21 **Commingled Arrangements**

22
23 **Q. PLEASE PROVIDE AN OVERVIEW OF THIS ISSUE.**

24 A. Issue 9-58 and the related sub-issues (a, b, c, d, e) involve process-related disputes
25 between the parties. When a CLEC orders either an EEL loop or EEL transport
26 commingled with a private line transport circuit or a channel termination circuit, it
27 is necessary to order, provision and bill each circuit out of the appropriate Qwest
28 service order systems, and to follow the established processes that Qwest has for
29 these products. For example, when a CLEC orders an EEL Loop commingled
30 with a private line transport circuit, the design of Qwest’s systems and processes

1 requires that the CLEC order the EEL loop by submitting a local service request
2 (“LSR”). Qwest bills the CLEC for this network element through its “CRIS”
3 system. By contrast, the design of Qwest’s systems and processes requires that
4 the CLEC order the private line transport circuit by submitting an access service
5 request (“ASR”), and Qwest bills the CLEC for this circuit through a different
6 billing system referred to as the “IABS system.” Each circuit is separate and is
7 assigned its own circuit identification number (“circuit ID”). Moreover, the EEL
8 loop is provided pursuant to terms and conditions that are specific to that facility,
9 and the private line transport circuit is provided based on specifically-defined
10 terms and conditions set forth in tariffs.

11 This dispute arises because of Eschelon’s demands that Qwest modify its systems
12 and processes so that commingled EELs are provisioned and processed as though
13 they are a single, unified element instead of a combination of two very distinct
14 circuits with distinct characteristics and provisioning requirements. Eschelon’s
15 proposals in this regard would require very substantial changes to Qwest’s
16 systems and processes at a very substantial cost. In addition to the fact that Qwest
17 has no obligation to make such changes, Eschelon apparently is not proposing to
18 compensate Qwest for the substantial costs that such changes would impose.

19 **Q. WHAT CONCERNS DOES QWEST HAVE ABOUT HAVING THE**
20 **ENTIRE COMMINGLED ARRANGEMENT (NOT JUST THE UNE**
21 **CIRCUIT) GOVERNED BY THE ICA UNDER ESCHELON’S LOOP-**
22 **TRANSPORT UMBRELLA TERM?**

23 A. Qwest is concerned that Eschelon is seeking to have Qwest’s special access and
24 private line circuit’s terms and conditions be governed by the ICA. This is
25 improper because these are tariffed services that Qwest does not provide pursuant
26 to Section 251 of the Act, and, therefore, ICA terms and conditions do not apply
27 to them. Moreover, the combination of Eschelon’s demands that commingled
28 arrangements be put in place with a single LSR and be billed in CRIS is a direct
29 attempt to have this Commission (via an ICA arbitration) force Qwest to change
30 its special access and private line service order process and billing arrangements.

1 By eliminating the prior restriction on commingling in the *TRO*, the FCC
2 modified its rules to permit CLECs to commingle UNEs and combinations of
3 UNEs with services (*e.g.*, switched, special access and private line services
4 offered pursuant to tariff) that a requesting carrier has obtained at wholesale from
5 an ILEC pursuant to any method other than unbundling under section 251(c)(3) of
6 the Act. As I discuss above in connection with Issue 9-55, wholesale services
7 such as switched and special access services have always been separate and
8 distinct products from those UNE products provided to CLECs under the terms
9 and conditions of their ICAs. Each of these products, whether the product is
10 tariffed or a UNE, has its own established ordering, provisioning, and billing
11 systems and methods. The FCC's elimination of the commingling restriction did
12 not change this.

13 **Q. DO OTHER TYPES OF TRANSPORT-LOOP COMBINATIONS ALSO**
14 **REQUIRE MULTIPLE ORDERS AND CIRCUIT IDs?**

15 A. Yes. Numerous UNEs, access and private line network arrangements require
16 CLECs to place more than one order and to use more than one circuit ID. Even
17 Eschelon acknowledges with its language at Section 9.23.4.5.4 that multiplexed
18 facilities require at least two service orders and multiple circuits IDs, and indeed,
19 the typical arrangement of 28 DS1s multiplexed on to a DS3 facility may involve
20 as many as 29 different circuit IDs. This is true in the UNE EEL, special access
21 and private line arena. Eschelon has not suggested that Qwest commingle two
22 separate facilities of different bandwidth/capacity into one order, one bill, and one
23 circuit ID.

24 **Q. DOES THIS MEAN THAT NOT ONLY IS QWEST'S USE OF TWO**
25 **SERVICE ORDERS AND TWO CIRCUIT IDs UNDER DISPUTE AS A**
26 **SUB-SECTION OF EELs, BUT ALSO AS A SUB-SECTION OF SAME**
27 **BANDWIDTH EELs?**

28 A. Yes. When available, a CLEC will select the all UNE EEL option, so Eschelon's
29 dramatic statements about potentially exiting the Oregon marketplace because of
30 having to manage one additional circuit ID and one additional service order per

1 EEL revolve around a very narrow application -- that of a single-bandwidth
2 Commingled EEL when the all UNE loop and transport EEL is not available.

3 **Q. WHEN WOULD YOU TYPICALLY SEE A SINGLE BANDWIDTH**
4 **COMMINGLED EEL UTILIZED BY A CLEC?**

5 A. Generally, a CLEC's first choice will be to use UNE transport and UNE loops
6 (when available) to make a UNE EEL. In the event one or the other is not
7 available, then a CLEC will use a special access or private line circuit with a UNE
8 circuit in a commingled arrangement (*i.e.*, a Commingled EEL). Qwest believes
9 that a typical need for a same bandwidth Commingled EEL is when the transport
10 is between non-impaired wire centers, but a UNE loop is still available.

11 **Q. WHAT IS THE SPECIFIC DISPUTE ENCOMPASSED BY ISSUE 9-58?**

12 A. Issue 9-58 involves Eschelon's attempt to require Qwest to overhaul its systems
13 and processes to make them capable of handling a single service order request –
14 instead of an LSR and a separate ASR -- when Eschelon orders its so-called
15 “Loop-Transport Combination” product (which, as defined by Eschelon, could be
16 a commingled arrangement). *See* Echelon's proposed language for Sections
17 9.23.4.5.1, 9.23.4.5.1.1 and 9.23.4.5.4.

18 The Commission should reject Eschelon's attempt to force Qwest to modify its
19 systems and processes to accommodate Eschelon's proposed and improper
20 “Loop-Transport Combination” product. Under Eschelon's proposal, Qwest
21 would be required to (1) create an entirely new and unique hybrid service, (2)
22 combine a tariffed service and a UNE into one circuit, (3) permit Eschelon to
23 submit one order for this hybrid service, and (4) issue just one bill, not two, even
24 though the product would be comprised of separate elements. The requirement of
25 separate orders, bills, and circuit IDs is not a new concept. Indeed, this
26 requirement applies whenever a CLEC orders separate, distinct services or
27 requests that the services be connected to one another. Qwest's existing ordering,
28 provisioning, and billing processes already provide the ability to commingle
29 tariffed and UNE services. The Commission should allow this section to remain

1 as proposed by Qwest and be consistent with the current Qwest's method and
2 procedures for processing not only EEL services commingled with tariffed
3 services, but all commingling requests. Qwest's commingling processes are no
4 different from those that other ILECs use.

5 **Q. COULD YOU PLEASE PROVIDE ADDITIONAL DETAIL ABOUT WHY**
6 **YOU BELIEVE THE QWEST PROCESS FOR COMMINGLED**
7 **ARRANGEMENTS IS CONSISTENT WITH AT LEAST ONE OTHER**
8 **ILEC?**

9 A. Yes. Exhibit Qwest/15, attached to my testimony, contains a copy of SBC's
10 Commingling policy and general ordering information for commingled
11 arrangements. SBC clearly requires that each circuit in the commingled
12 arrangement be ordered separately.

13 **Q. ARE OTHER CLECs USING QWEST'S EXISTING SYSTEMS AND**
14 **PROCESSES TO ORDER COMMINGLED EELs?**

15 A. Yes. Qwest is successfully provisioning other CLECs' requests for commingled
16 EELs based on the process outlined by Qwest in its proposed Section 9.23.4.5.

17 **Q. WHAT ARE ESCHELON'S PROPOSED CHANGES TO QWEST'S**
18 **LANGUAGE?**

19 A. Eschelon proposes the following deletions and underlined additions:

20 9.23.4.5.1 CLEC will submit orders for ~~EELs~~ Loop Transport
21 Combinations using the LSR process. Submission of LSRs is described
22 in Section 12.

23 9.23.4.5.1.1 If any component of the Loop-Transport
24 Combination is not a UNE (i.e., not a component to which UNE
25 pricing applies), CLEC will indicate on the LSR that the
26 component is not a UNE (e.g., CLEC is ordering the
27 component as an alternate service such as special access).
28 CLEC will indicate this information in the Remarks section of
29 the LSR, unless the Parties agree otherwise.

30 9.23.4.5.4 One (1) LSR is required when CLEC orders Point-to-Point
31 EELs and Point-to-Point Commingled EELs. . . .

1

2 **Q. WHAT IS YOUR RESPONSE TO ESCHELON'S PROPOSAL THAT THE**
3 **COMMINGLED EEL BE IMPLEMENTED ON A SINGLE LSR?**

4 A. The Eschelon proposal of using the remarks section of the LSR to convey that a
5 UNE circuit commingled with a private line circuit is not reasonable or feasible
6 with the current Qwest provisioning systems. The remarks section can be utilized
7 to convey information at the time of ordering or repair. However, once the initial
8 activity has been completed, Qwest's systems do not retain, much less read, the
9 remarks section of the original LSR. This is even more critical, as I discuss later
10 in this section, in connection with Eschelon's request for a single circuit ID.

11 **Q. CAN YOU PROVIDE AN EXAMPLE OF A SYSTEM THAT CANNOT**
12 **READ THE REMARKS SECTION?**

13 A. Yes. UNEs are subject to specific performance indicator measurements ("PIDs")
14 and potential payments. Special access and private line arrangements are not
15 subject to the same performance indicator measurements and potential payments.
16 If Qwest were required to create a hybrid product (such as would result if all of
17 Eschelon's proposals in Issue Nos. 9-58 a, b, c, d, and e were adopted by this
18 Commission) that was a mix of both the UNE circuit and private line facilities, it
19 would be inappropriate to subject Qwest to UNE-specific PIDs and potential
20 payments on this hybrid product.

21 If a single LSR and single circuit ID (as Eschelon proposes in Issue No. 58a) were
22 utilized, Qwest's systems could not recognize, for example, what part of the
23 hybrid circuit had an installation and/or repair issue, and thus Qwest could not
24 know if specific performance indicator measurements and potential payments
25 applied. In addition, Qwest's systems used to track these measurements do not
26 read and filter results by the remarks section of the LSR. While Eschelon's
27 proposals in connection with Issues 9-58 a, b, c, d, e should be rejected in their
28 entirety, at a minimum, the Commission would need to exclude such hybrid
29 products from the Oregon UNE-specific performance indicator measurements.

1 **Q. DOES QWEST COMMIT IN THE ICA THAT THE UNE CIRCUIT**
2 **COMMINGLED WITH A PRIVATE LINE CIRCUIT (COMMINGLED**
3 **EEL) WILL BE PROPERLY MEASURED BY PIDs, AND IF**
4 **APPROPRIATE, THAT PAP PAYMENTS WILL BE MADE IF THERE IS**
5 **A PERFORMANCE ISSUE WITH UNE?**

6 A. Yes. Qwest has made that commitment in the ICA at 24.1.2.1:

7 24.1.2.1 The UNE component(s) of any Commingled arrangement
8 is governed by the applicable terms of this Agreement. The other
9 component(s) of any Commingled arrangement is governed by the
10 terms of the alternative service arrangement pursuant to which that
11 component is offered (e.g., Qwest's applicable Tariffs, price lists,
12 catalogs, or commercial agreements). Performance measurements
13 and/or remedies under this Agreement apply only to the UNE
14 component(s) of any Commingled arrangement. Qwest is not
15 relieved from those measurements and remedies by virtue of the
16 fact that the UNE is part of a Commingled arrangement.

17 The Qwest process for Commingled EELs allows for application of the correct
18 performance measurements for UNE circuits.

19 **Q. HAS ESCHELON OFFERED TO REIMBURSE QWEST FOR ANY**
20 **ADDITIONAL COSTS THAT ITS PROPOSAL WOULD CAUSE QWEST**
21 **TO INCUR?**

22 A. No. I am not aware that Eschelon has made any offer to reimburse Qwest for the
23 unique service ordering process costs that its single LSR demand would create.

24 **Q. DOES QWEST BELIEVE THIS ARBITRATION IS THE CORRECT**
25 **FORUM FOR DISCUSSING DETAILED OPERATIONAL SUPPORT**
26 **SYSTEMS (“OSS”)-RELATED CHANGES SUCH AS ESCHELON’S**
27 **SINGLE LSR REQUEST?**

28 A. No. Qwest has developed and implemented OSS-related procedures and intervals
29 for UNE EELs, and UNEs commingled with special access circuits and is under
30 no legal requirement to modify these systems to support Eschelon's proposed
31 “Loop-Transport Combination” single-umbrella OSS process concept. The
32 modifications that Eschelon would impose on Qwest through its proposals

1 encompassed by Issue 9-58 would require Qwest to incur significant OSS-related
2 costs that it is entitled to recover under the Act.

3 Further, the Change Management Process (“CMP”) was approved as part of
4 Section 271 proceedings by both this Commission and the FCC for the purpose of
5 providing a vehicle to address the types of changes in OSS-related processes and
6 systems changes that impact UNEs. From a CLEC’s perspective, the purpose of
7 CMP is to provide CLECs with a meaningful opportunity to modify OSS-related
8 systems, processes and procedures. CMP also allows CLECs collectively to
9 prioritize what changes should be made to OSS related systems. This stands in
10 contrast to Eschelon’s attempt here to circumvent the CMP process and to have
11 this arbitration redefine OSS-related service order changes without the
12 prioritization input from other CLECs. In summary, even if the changes to the
13 LSR ordering process that Eschelon is proposing were appropriate – which they
14 are not – the CMP is the proper forum for raising any concerns with UNEs. For
15 more detail regarding CMP, please see the testimony of Qwest witness Renee
16 Albersheim.

17 **Q. HAS A CMP REVIEW ALREADY BEEN CONDUCTED FOR**
18 **COMMINGLED EELs?**

19 A. No. Commingling is a requirement that resulted from the *TRO* and *TRRO*
20 proceedings that required ILECs to provide commingled arrangements between
21 UNEs and special access and private lines. Therefore, CMP is the appropriate
22 forum for potential *TRO*- and *TRRO*-generated systems changes. Because CLECs
23 have agreed that certain legal issues relating to implementation of the *TRRO* must
24 still be resolved, the CMP change request (“CR”) intended to complete *TRRO*-
25 related systems work has been deferred pending completion of the *TRRO* wire
26 center dockets in Qwest’s states. However, Qwest has recently announced its
27 intent to re-activate the CR and to have the *TRO*- and *TRRO*-related systems
28 changes to be reviewed and addressed in CMP. For more detail regarding CMP
29 and *TRRO*-related changes, please see the testimony of Qwest witness Renee
30 Albersheim.

Issue 9-58(a)

Q. WHY SHOULD THE COMMISSION ADOPT QWEST’S LANGUAGE?

A. As I described earlier, the FCC uses the term “loop-transport” to describe varieties of EELs, not to establish an unbundled product separate from EELs. By contrast, Eschelon uses “loop-transport” as a defined term that applies equally to high-capacity and commingled EELs. Qwest has developed and implemented systems, procedures and intervals for EELs, UNEs and tariffed services and is under no legal requirement to modify these systems to provide Eschelon’s proposed “Loop-Transport” product. Such modifications would require Qwest to incur significant costs that it is entitled to recover under the Act. Further, the CMP was approved as part of Section 271 proceedings by both this Commission and the FCC for the purpose of providing a vehicle to address the types of changes in processes and systems that Eschelon is proposing. From a CLEC’s perspective, the purpose of CMP is to provide CLECs with a meaningful opportunity to modify systems, processes and procedures. Even if the changes that Eschelon is proposing were appropriate – which they are not – the CMP is the proper forum for raising them. For more detail regarding CMP, please see the testimony of Qwest witness Renee Albersheim.

Moreover, UNEs are subject to specific performance indicator measurements and potential payments that would be inappropriate to subject Qwest to when the “Loop-Transport combination” contains a private line circuit that is not subject to these requirements.

Q. WHAT IS THE SPECIFIC DISPUTE IN ISSUE 9-58(a) AND QWEST’S PROPOSED CONTRACT LANGUAGE?

A. Issue 9-58(a) involves Eschelon’s attempt to require Qwest to change its processes by assigning a single circuit ID to Eschelon’s proposed “Loop-Transport Combination” product and to commingled EELs.

1 **Q. IS IT NECESSARY FOR QWEST TO HAVE SEPARATE CIRCUIT IDs**
2 **FOR THE DIFFERENT COMPONENTS THAT COMPRISE A**
3 **COMMINGLED EEL?**

4 A. Yes. Eschelon's demand that Qwest use a single circuit ID for commingled EELs
5 instead of separate identification numbers for the UNE and non-UNE circuits is
6 improper for several reasons. First, circuit IDs often include product-specific
7 information that Qwest relies upon for proper processing, monitoring of
8 performance indicator measurements and billing of products. Using a circuit ID
9 assigned to a UNE for a tariffed service may result in mis-identification of the
10 service and lead to billing and other errors. Second, there is no legal requirement
11 for Qwest to change its systems for this purpose; indeed, Qwest uses separate
12 circuit ID numbers for other CLECs, so adoption of that approach for Eschelon
13 will not result in unequal treatment. Third, it would be very costly for Qwest to
14 modify its operation systems to meet Eschelon's demand for use of the same
15 circuit ID number after a conversion. As far as I am aware, Eschelon is not
16 proposing to compensate Qwest for the costs to implement this very substantial
17 change.

18 **Q. WHY IS CMP, NOT THIS ARBITRATION, THE CORRECT FORUM**
19 **FOR ESCHELON TO SEEK THE USE OF A SINGLE CIRCUIT ID FOR**
20 **COMMINGLED ARRANGEMENTS?**

21 A. Eschelon's demand for a single circuit ID involves processes that affect all
22 CLECs, not just Eschelon. This demand should therefore be addressed through
23 the CMP, not through an arbitration involving a single CLEC.

24 **Q. YOU MENTIONED THE CIRCUIT ID CONTAINS INFORMATION**
25 **ABOUT THE SPECIFIC CIRCUIT. COULD YOU PLEASE PROVIDE**
26 **EXAMPLES OF THE TYPE OF INFORMATION?**

27 A. Yes. By way of illustration, set forth below is the circuit ID of an unbundled DS-
28 1 loop and a Private Line DS-1 channel termination (the closest equivalent to a
29 DS1 unbundled loop) service, along with an indicator of what each character
30 means:

1 DS-1 Private Line Service: 15/HCGS/147426/NW

2 DS-1 Unbundled Loop: 3/HCFU/105228/NW

3 The first two characters or in this case numbers (15 and 3) are the prefix
4 and they indicate the LATA and the type of circuit. For this instance:

5 15 denotes Private Line in LATA 628 in MN

6 3 denotes Unbundled DS-1 Loop in LATA 628 in MN

7 The next four characters are the service code and service modifiers and in
8 this case:

9 HCGS denotes the DS-1 Service Technical Characteristics (HC)
10 and it is an interstate service (GS)

11 HCFU denotes the DS-1 Service Technical characteristics (HC)
12 and it is intrastate service (FU)

13 The next set of numerical numbers are the serial number of the circuit. It
14 is necessary to issue a new Serial Number to ensure that no duplication
15 occurs. This serial number is generated automatically.

16 The last two characters represent the region where the circuit exists and in
17 this case it is the Northwest.

18 When a circuit ID does not actually reflect the service being provided, it can
19 cause provisioning, billing and documentation of service quality concerns. To
20 have a single circuit ID for commingled EELs would require Qwest to develop
21 and implement a new circuit identification for what is essentially a hybrid product
22 within Qwest's pre-order, order, provisioning, circuit inventory and tracking
23 systems, repair and associated billing systems. Major changes also would be
24 required for all of Qwest's associated technical publications that support these

1 systems. This would be an extremely time-consuming and expensive
2 undertaking. Further, given the service performance measurements issues
3 discussed above, it may not be possible to identify and apply appropriate PID and
4 PAP measurements to the product.

5 **Q. IS THERE ANY MERIT TO ESCHELON'S CLAIM THAT THE USE OF**
6 **SEPARATE CIRCUIT IDs FOR COMMINGLED ARRANGEMENTS**
7 **WILL LEAD TO DIFFICULTIES IN COMPLETING REPAIRS FOR**
8 **ESCHELON'S CUSTOMERS?**

9 A. No. Qwest provides CLECs with the circuit IDs for commingled EELs, which
10 should eliminate any repair-related concerns. If Eschelon properly updates its
11 own records to reflect the circuit IDs that apply to these arrangements, the use of
12 two circuit IDs should not result in any difficulties in completing repairs.

13 **Q. WHAT ARE ESCHELON'S PROPOSED CHANGES TO QWEST'S**
14 **LANGUAGE?**

15 A. Eschelon proposes the following underlined additions to this section:

16 9.23.4.5.4 One (1) LSR is required when CLEC orders Point-to-Point
17 EELs. **and Point-to-Point Commingled EELs. For such Point-to-Point**
18 **Loop-Transport Combinations, Qwest will assign a single circuit**
19 **identification (ID) number for such combination.** Qwest may require
20 two (2) service requests when CLEC orders Multiplexed **Loop-Transport**
21 **Combinations** (which are not Point-to-Point) and EEL loops (as part of a
22 multiplexed EEL). Regarding Commingling see Section 24.

23

24 **Q. HAS ESCHELON PROPOSED ANY ALTERNATIVE LANGUAGE FOR**
25 **THIS SECTION?**

26 A. Yes. For Eschelon's alternative proposal (if single circuit ID is rejected), please
27 see Issue 9-58 (c) below, specifically subpart Section 9.23.4.7.

28 **Q. HOW SHOULD THE COMMISSION RESOLVE ISSUE 9-58(A)?**

29 A. For the reasons that I describe above, the Commission should adopt Qwest's
30 proposed language for Section 9.23.4.5.4 and reject Eschelon's language that

1 would require the use of a single circuit ID for commingled EELs and so-called
2 “Loop-Transport Combinations.”

3 **Issue 9-58(b)**

4
5 **Q. PLEASE DESCRIBE THE DISPUTE RELATING TO ISSUE 9-58(B).**

6 A. This issue arises because of Eschelon’s demand that for each so-called “Loop-
7 Transport Combination,” Qwest should use a single billing account number
8 (“BAN”) – or issue a single bill – for the different elements that comprise the
9 combination. Eschelon presents this demand in its proposed language for Section
10 9.23.4.6.6. Because Qwest opposes this improper demand, it recommends the
11 Eschelon’s proposed Section 9.23.4.6.6 should be excluded from the ICA.

12 **Q. WHY IS ESCHELON’S DEMAND FOR USE OF A SINGLE BILLING**
13 **ACCOUNT NUMBER IMPROPER?**

14 A. Eschelon’s demand that Qwest use a single BAN for the elements comprising a
15 commingled EEL or for Eschelon’s proposed “Loop-Transport Combination”
16 fails to recognize that BANs contain essential product-specific information that
17 affects the proper billing for products. This information affects, for example,
18 whether a product is billed at a UNE-based rate or at a tariffed rate. Without
19 separate BANs for the distinct products that comprise commingled arrangements,
20 billing errors would be inevitable.

21 **Q. WOULD IT BE COSTLY FOR QWEST TO MODIFY ITS SYSTEMS AND**
22 **PROCESSES TO PERMIT THE USE OF A SINGLE BILLING ACCOUNT**
23 **NUMBERS FOR A COMMINGLED ARRANGEMENT?**

24 A. Yes. Eschelon’s demand for a single BAN would impose very substantial costs
25 on Qwest because of the systems changes that would be required. Qwest has no
26 legal obligation to make those changes, and, moreover, Eschelon apparently is not
27 offering to compensate Qwest for the costs of performing them. Qwest has
28 developed and implemented systems, procedures and intervals for EELs, UNEs
29 and tariffed services and is under no legal requirement to modify these systems to
30 provide Eschelon’s proposed “Loop-Transport Combination” product.

Issue 9-58(c)

1
2
3 **Q. HAS ESCHELON PROPOSED ANY ALTERNATIVE LANGUAGE FOR**
4 **ITS PROPOSED SECTION 9.23.4.6.6 RELATING TO A SINGLE**
5 **BILLING ACCOUNT NUMBER?**

6 A. Yes. Issue 9-58(c) involves Eschelon's alternative proposal for Section
7 9.23.4.6.6, which Eschelon apparently advocates if the Commission rejects its
8 improper request for single BANs with commingled arrangements. Eschelon's
9 alternative proposal is as follows:

10 **9.23.4.6.6 For each Point-to-Point Commingled EEL (see Section**
11 **9.23.4.5.4), so long as Qwest does not provide all chargeable rate**
12 **elements for such EEL on the same Billing Account Number (BAN),**
13 **Qwest will identify and relate the components of the Commingled**
14 **EEL on the bills and the Customer Service Records. Unless the**
15 **Parties agree in writing upon a different method(s), Qwest will relate**
16 **the components of the Commingled EEL by taking at least the**
17 **following steps:**

18 **9.23.4.6.6.1 Qwest will provide, on each Connectivity Bill each**
19 **month, the circuit identification ("circuit ID") for the non-**
20 **UNE component of the Commingled EEL in the sub-account**
21 **for the related UNE component of that Commingled EEL;**

22 **9.23.4.6.6.2 Qwest will assign a separate account type to**
23 **Commingled EELs so that Commingled EELs appear on an**
24 **account separate from other services (such as special**
25 **access/private line);**

26 **9.23.4.6.6.3 Each month, Qwest will provide the summary BAN**
27 **and sub-account number for the UNE component of the**
28 **Commingled EEL in a field (e.g., the Reference Billing Account**
29 **Number, or RBAN, field) of the bill for the non-UNE**
30 **component; and**

31 **9.23.4.6.6.4 For each Commingled EEL, Qwest will provide on**
32 **all associated Customer Service Records the circuit ID for the**
33 **UNE component; the RBAN for the non-UNE component; and**
34 **the circuit ID for the non-UNE component.**

35 **Q. IS ESCHELON'S ALTERNATIVE OR BACK-UP VERSION OF SECTION**
36 **9.23.4.6.6 APPROPRIATE?**

1 A. No. Eschelon's back-up version of Section 9.23.4.6.6 suffers from most of the
2 same flaws that characterize its original version. Most significantly, this version,
3 like the original version, would require major changes to Qwest's systems and
4 processes. Under Eschelon's back-up version of Section 9.23.4.6.6, Qwest would
5 be required, at a minimum to: (1) modify its systems and processes to include on
6 bills for the UNE component of commingled EELs the circuit ID of the non-UNE
7 component; (2) create an entirely separate account type within its billing systems
8 for commingled EELs; (3) modify its systems and processes to include on bills for
9 the non-UNE component of commingled EELs "the summary BAN and sub-
10 account number for the UNE component;" and (4) modify its systems and
11 processes to include on all customer service records for commingled EELs "the
12 circuit ID for the UNE component; the RBAN for the non-UNE component; and
13 the circuit ID for the non-UNE component."

14 These major changes to Qwest's billing systems and processes, which Qwest
15 would be implementing solely in response to Eschelon's request, would impose
16 upon Qwest very substantial costs. Qwest has no legal obligation to modify its
17 systems and processes in this way, and, moreover, Eschelon has no legitimate
18 business justification for these far-reaching modifications.

19 **Q. DO OTHER CLECs OBTAIN COMMINGLED EELs FROM QWEST**
20 **WITHOUT THE SPECIFICALLY TAILORED BILLING FORMAT THAT**
21 **ESCHELON IS REQUESTING?**

22 A. Yes. Other CLECs successfully obtain and are billed for commingled EELs
23 without receiving the tailored billing information Eschelon is requesting. Qwest's
24 successful experiences with other CLECs that have obtained commingled EELs
25 confirms that there is no legitimate business justification for the major changes
26 that Eschelon is proposing.

27 **Q. HAS ESCHELON AGREED TO COMPENSATE QWEST FOR THE**
28 **COSTS THAT QWEST WOULD INCUR TO IMPLEMENT THE**

1 **SYSTEMS AND PROCESS CHANGES THAT ESCHELON IS**
2 **PROPOSING?**

3 A. To my knowledge, Eschelon is requesting that Qwest implement these major
4 changes on its behalf without agreeing or offering to compensate Qwest for them.
5 While Qwest has no legal obligation to make these changes, Eschelon's refusal to
6 compensate Qwest for the changes is an additional major flaw in both its initial
7 and alternative proposals. As I have described earlier, the Act gives Qwest a
8 basic right to recover the costs that it incurs to provide interconnection and access
9 to UNEs; Eschelon's apparent refusal to compensate Qwest for the improper
10 systems and process changes that Eschelon is demanding violates Qwest's right of
11 cost recovery.

12 **Q. WHAT DOES QWEST RECOMMEND WITH RESPECT TO BOTH**
13 **ISSUES 9-58(B) AND (C)?**

14 A. For the reasons that I describe above, the Commission should reject both of
15 Eschelon's BAN proposals and not include in the ICA any of the language
16 Eschelon proposes for Section 9.23.4.6.6 and its sub-parts.

17 **Q. PLEASE DESCRIBE THE DISPUTE ENCOMPASSED BY ISSUE 9-58(D).**

18 A. Issue 9-58(d) relates directly to Eschelon's demands described above involving
19 single LSRs, single circuit IDs, and single BANs for commingled EELs. In its
20 proposed Sections 9.1.1.1.1 and 9.1.1.1.2, Eschelon sets forth these same
21 proposals for what it refers to as "Other Arrangements." By "other
22 arrangements," Eschelon is apparently referring to commingled arrangements
23 other than commingled EELs. More specifically, Eschelon is apparently
24 proposing the use of single LSRs, single circuit IDs, and single BANs for the non-
25 existent so-called "Loop-Transport Combination" product that it is attempting to
26 impose on Qwest.

27 **Q. WHAT IS ESCHELON SPECIFICALLY PROPOSING FOR THESE**
28 **"OTHER ARRANGEMENTS," INCLUDING "LOOP-TRANSPORT**
29 **COMBINATIONS?"**

1 A. Even though the “Loop-Transport Combination” product does not exist, Eschelon
2 is nevertheless proposing the following specific requirements for this non-existent
3 product and, potentially, for undefined “other arrangements”:

4 **9.1.1.1.1 Commingled EELs are addressed in Section 9.23. For any**
5 **other Commingled arrangement, the following terms apply, in**
6 **addition to the general terms described in Section 24:**

7 **9.1.1.1.1.2 When a UNE or UNE Combination is connected or**
8 **attached with a non-UNE wholesale service, unless it is not**
9 **Technically Feasible or the Parties agree otherwise, CLEC**
10 **may order the arrangement on a single service request; if a**
11 **circuit ID is required, there will be a single circuit ID; and all**
12 **chargeable rate elements for the Commingled service will**
13 **appear on the same BAN. If ordering on a single service**
14 **request, using a single identifier, and including all chargeable**
15 **rate elements on the same BAN is not Technically Feasible,**
16 **Qwest will identify and relate the elements of the arrangement**
17 **on the bill and include in the Customer Service Record for**
18 **each component a cross reference to the other component, with**
19 **its billing number, unless the Parties agree otherwise.**

20 **Q. IS ESCHELON’S PROPOSAL APPROPRIATE?**

21 A. No. As I described earlier, FCC uses the term “loop-transport” to describe
22 varieties of EELs, not to establish an unbundled product separate from EELs.
23 Accordingly, there is no legal basis for Eschelon’s attempt to impose upon Qwest
24 the duty to create other commingled products that would be encompassed by
25 Eschelon’s use of the terms “Loop-Transport Combinations” or “Other
26 Arrangements.” For this reason alone, it is improper for Eschelon to be proposing
27 terms and conditions for these non-existent products. In addition, even if these
28 products existed or if Qwest had a legal obligation to provide them, for the
29 reasons that I describe above, Eschelon’s demand for a single LSR, single circuits
30 ID, and single BAN for commingled arrangements comprised of both UNE and
31 non-UNE circuits is improper.

32

33

1 **Q. HOW SHOULD THE COMMISSION RESOLVE ISSUE 9-58(D)?**

2 A. The Commission should reject Eschelon's billing proposals for non-existent
3 products and exclude Eschelon's proposed Sections 9.1.1.11 and 9.1.1.1.2 from
4 the ICA.

5 **Issue 9-58(e)**

6
7 **Q. PLEASE DESCRIBE THE DISPUTE ENCOMPASSED BY ISSUE 9-58(E).**

8 A. This dispute is a continuation of Eschelon's attempt to eliminate the basic
9 differences between the UNE and non-UNE components of commingled EELs
10 and to impose upon Qwest ordering, billing, and provisioning processes that
11 ignore those differences. The dispute also is a continuation of Eschelon's demand
12 for Qwest to make major, costly changes to its systems and processes without
13 compensation. In this particular case, Eschelon is seeking to eliminate the
14 separate and distinct provisioning intervals that apply to the UNE and non-UNE
15 components of commingled EELs. "Provisioning intervals" refer to the period of
16 time between Qwest's receipt of an order from a CLEC and Qwest's installation
17 or provisioning of the service or facility the CLEC ordered. Instead of
18 maintaining the separate intervals for these distinct components, Eschelon would
19 have the Commission impose one interval that would be the longer of the two
20 intervals for either component. Eschelon's specific proposal is as follows:

21 **9.23.4.4.3.1 When any component of the Loop-Transport**
22 **Combination is not a UNE, the service interval for the combination**
23 **will be the longer interval of the two facilities being Commingled. See**
24 **Section 24.1.2.1.**

25 **24.3.2 See Section 9.23.4.4.3.1 regarding intervals for Commingled**
26 **EELs.**

27 **9.1.1.1.1 Commingled EELs are addressed in Section 9.23. For any**
28 **other Commingled arrangement, the following terms apply, in**
29 **addition to the general terms described in Section 24:**

30 **9.1.1.1.1.1 When a UNE and another service are Commingled,**
31 **the service interval for the Commingled arrangement will be**
32 **the longer interval of the two facilities being Commingled.**

1 **Q. WHAT IS QWEST'S PROPOSAL FOR ISSUE 9-58(E)?**

2 A. Qwest's proposal preserves the necessary distinctions between the UNE and non-
3 UNE components of commingled EELs and properly recognizes that different and
4 separate provisioning intervals are required for each component. Qwest's
5 proposal is as follows:

6 24.3.2 The service interval for Commingled EELs will be as follows. For
7 the UNE component of the EEL see Exhibit C. For the tariffed component
8 of the EEL see the applicable Tariff.

9 **Q. DOES QWEST HAVE A LEGITIMATE NEED TO USE DIFFERENT AND**
10 **SEPARATE PROVISIONING INTERVALS FOR THE UNE AND NON-**
11 **UNE COMPONENTS OF COMMINGLED EELs?**

12 A. Yes. For engineering and legal reasons, it is essential for Qwest to use and
13 preserve the different provisioning intervals that apply to the UNE and non-UNE
14 components of commingled EELs. First, from an engineering perspective, Qwest
15 must install the tariffed circuit and the UNE circuit separately from each other. In
16 addition, the service orders for each circuit must be complete before Qwest can
17 install either circuit. For these reasons, it is essential from an installation and
18 engineering perspective to have separate provisioning intervals for the UNE and
19 non-UNE circuits, and to preserve Qwest's potential need to add these intervals
20 together to determine the total time required for installation of commingled EELs.

21 From a legal perspective, the terms and conditions for the non-UNE components
22 of commingled EELs are typically set forth in interstate and intrastate tariffs that
23 include provisioning intervals. As the Commission is well aware, tariffs are
24 binding and Qwest does not have discretion to deviate from them. Because
25 Eschelon's proposal for the use of single provisioning intervals for commingled
26 EELs could force Qwest to deviate from tariffed provisions, the proposal is
27 legally improper.

28 **Q. WHY SHOULD THE COMMISSION ADOPT THE QWEST LANGUAGE?**

29 A. Qwest's language for Section 24.3.2 properly recognizes and maintains the
30 necessary distinctions between the provisioning intervals for the UNE and the

1 non-UNE components of commingled EELs. Accordingly, the Commission
2 should adopt Qwest's proposal and reject each of Eschelon's proposals described
3 above that would impose single provisioning intervals.

4 **Issue 9-59 - Eschelon Alternate Commingled EEL Repair Language**

5 **Q. PLEASE PROVIDE AN OVERVIEW OF THE DISPUTE ENCOMPASSED**
6 **BY ISSUE 9-59.**

7 A. This dispute also involves commingled EELs. If the Commission rejects
8 Eschelon's demand relating to a single circuit ID for commingled EELs, as it
9 should, Eschelon is proposing alternative language in connection with Issue 9-59
10 that would require Qwest to make significant modifications to the systems and
11 processes it uses for carrying out repairs associated with the individual circuits
12 that are included in commingled EELs. Eschelon's specific proposal is as
13 follows:

14 9.23.4.7 Maintenance and Repair for UNE Component of Commingled
15 EELs

16 **9.23.4.7.1 When CLEC reports a trouble through any of the**
17 **means described in Section 12.4.2.2, so long as Qwest provides**
18 **more than one circuit ID per Commingled EEL, CLEC may**
19 **provide all circuit IDs associated with the Commingled EEL in**
20 **a single trouble report (i.e., Qwest shall not require CLEC to**
21 **submit separate and/or consecutive trouble reports for the**
22 **different circuit IDs associated with the single Commingled**
23 **EEL). If CLEC is using CEMR to submit the trouble report,**
24 **for example, CLEC may report one circuit ID and include the**
25 **other circuit ID in the remarks section (unless the Parties agree**
26 **to a different method). Qwest will communicate a single**
27 **trouble report tracking number (i.e., the "ticket" number)**
28 **(described in Section 12.1.3.3.1.1) for the Commingled EEL**
29 **to CLEC at the time the trouble is reported.**

30 **9.23.4.7.1.1 If any circuit ID is missing from any**
31 **Customer Service Record associated with the**
32 **Commingled EEL, Qwest will provide the circuit ID**
33 **information to CLEC at the time CLEC submits the**
34 **trouble report.**

9.23.4.7.1.2 Qwest may charge a single Maintenance of Service or Trouble Isolation Charge (sometimes referred to as “No Trouble Found” charge) only if Qwest dispatches and no trouble is found on both circuits associated with the Commingled EEL. If CLEC may charge Qwest pursuant to Section 12.4.1.8, CLEC may also charge only a single charge for both circuits associated with the Commingled EEL.

Q. WHAT IS ESCHELON SEEKING THROUGH THIS PROPOSAL?

A. Eschelon is seeking that in the event of a “trouble” associated with a commingled EEL arrangement, it be permitted to submit just a single trouble report, instead of a report for each circuit that comprises the commingled EEL.

Q. WHAT IS QWEST’S PROPOSAL RELATING TO THIS ISSUE?

A. Qwest strongly opposes including Eschelon’s proposed language as identified above in the ICA. There are very legitimate and necessary reasons why a CLEC may be required to submit two trouble reports for commingled EELs. In fact, Qwest repair processes for commingled arrangements are consistent with the repair practices of SBC as noted in my Exhibit Qwest/15.

However, Qwest has decided to agree to make changes to its repair process for commingled EELs to address the concerns of Eschelon and to make a good faith effort at closing Issue 9-59.

Q. WHAT IS QWEST’S PROPOSED MODIFICATION TO THE REPAIR PROCESS FOR COMMINGLED EELs?

A. Qwest agrees to modify its process as follows for repairs on a Commingled EEL arrangement when Qwest is providing all of the network elements. However, given the complexities and various repair problems that can occur, it may be necessary that a second repair ticket be opened. Thus, Qwest cannot agree that there will never be a second repair ticket. This is not unique to commingled arrangements. Frequently, for both UNE EELs and Private Line Access repair situations, a second ticket is required. For example, if a repair is called in on the loop portion of a UNE EEL, or channel termination (private line loop) and the

1 trouble is found on the high-capacity transport instead, a second repair ticket
2 becomes necessary and is opened. This allows for proper tracking, and future
3 references for repair history. In some cases, there may need to be an additional
4 repair center involved than would deal with a loop-only related failure.

5 Qwest would agree to modify its process as follows:

6 First, the CLEC would perform isolation testing to the Qwest network, and
7 the CLEC must provide overall test results across both circuits or
8 authorize optional testing for the UNE circuit before opening a trouble
9 ticket. Charges for Qwest performing testing on behalf of the CLEC are
10 found in Exhibit A of the ICA.

11 Second, the CLEC would submit a repair ticket following the normal
12 process, on the specific Commingled circuit that the CLEC has reason to
13 believe has the failure. For illustrative purposes, let's assume it is the
14 UNE Loop.

15 Third, the CLEC would reference, in the remarks field, the circuit ID of
16 the circuit that is linked (commingled) with the circuit identified as having
17 the failure. In our illustrative example; this would be the Private Line mux
18 and high-capacity transport.

19 Fourth, Qwest would process the ticket and begin the repair process on the
20 UNE Loop, and if trouble were found on the UNE Loop, Qwest would
21 make the repair and the ticket would be closed.

22 In the alternative, the UNE Loop tests clear, but Qwest finds trouble on
23 the high-capacity transport portion of the commingled circuit. Qwest
24 would close the UNE Loop repair ticket and communicate to the CLEC
25 what was found. No maintenance of services charges would apply since
26 the trouble was isolated in the Qwest network (even if not specifically on
27 the UNE loop). The Qwest technician would contact the CLEC and they
28 would mutually agree upon which company opens the second repair ticket

1 for the high-capacity transport. If the Qwest technician were to open the
2 ticket, it would be a manual ticket and would not contain the bonded
3 automated trouble ticket advantages. If the CLEC were to open the
4 trouble ticket, it could follow the normal bonded process and enjoy all
5 automated ticket advantages.

6 Fifth, no time delay would occur regardless of whether Qwest or the
7 CLEC were to open the second ticket, and thus the repair process would
8 not be delayed. Qwest would already be using the testing information
9 gained from the first ticket to begin the repair process for the second
10 ticket.

11 Sixth, due to the fact that these are different services, the repair clock for
12 quality service measurements would start and end with the opening and
13 closing of the ticket associated with the specific circuit. In this example,
14 the UNE repair ticket would be closed with no trouble found, but no
15 maintenance of service charges would apply, since there was trouble
16 found within the Qwest network on the private line transport portion
17 circuit.

18 Qwest believes that these changes address the issues that Eschelon raises without
19 requiring such significant system changes, as proposed by Eschelon, that Qwest
20 could not reasonably implement within its existing repair systems.

21 **Q. IS IT REALISTIC TO ASSUME THAT A SECOND REPAIR TICKET**
22 **FOR COMMINGLED EEL ARRANGEMENTS WOULD NEVER BE**
23 **REQUIRED AS RECOMMENDED BY ESCHELON, AND COULD**
24 **QWEST MAKE THAT COMMITMENT?**

25 A. No. The intent of Qwest's agreement to modify its repair process is to eliminate
26 the need in most circumstances for Eschelon to open two repair tickets, instead of
27 one, for commingled arrangements. It is important to note, however, that repairs
28 can give rise in some situations to an unavoidable need for two repair tickets, as I
29 discuss above.

1 **Q. DOES QWEST HAVE PROPOSED ICA LANGUAGE THAT REFLECTS**
2 **THE MODIFICATIONS TO THE REPAIR PROCESS YOU DESCRIBE**
3 **ABOVE?**

4 A. Yes. Qwest proposes the following language to memorialize this commitment in
5 the ICA:

6 9.23.4.7 Maintenance and Repair for UNE Component of Commingled
7 EELs

8 9.23.4.7.1 When CLEC reports a trouble through any of the means
9 described in Section 12.4.2.2, CLEC may provide both circuit IDs
10 associated with the Commingled EEL in a single trouble report. If CLEC
11 is using CEMR to submit the trouble report, for example, the CLEC will
12 first report one circuit ID (the circuit it believes has the trouble) and
13 include the other circuit ID in the remarks section. Should a second repair
14 ticket be required for the circuit in the remarks section, Qwest will contact
15 CLEC, and they will mutually agree who will open the second repair
16 ticket.

17 9.23.4.7.1.1 Intentionally left blank

18 9.23.4.7.1.2 Qwest may charge a single Maintenance of
19 Service or Trouble Isolation Charge only if Qwest
20 dispatches and no trouble is found on either circuit
21 associated with the Commingled EEL.

22 The language that follows is Qwest's newly-proposed language with red-
23 lining to show how the proposal differs from Eschelon's:

24 **9.23.4.7 Maintenance and Repair for UNE Component of**
25 **Commingled EELs**

26 9.23.4.7.1 When CLEC reports a trouble through any of the means
27 described in Section 12.4.2.2, ~~so long as Qwest provides more than one~~
28 ~~circuit ID per Commingled EEL,~~ CLEC may provide **all both** circuit IDs
29 associated with the Commingled EEL in a single trouble report. ~~(i.e.,~~
30 ~~Qwest shall not require CLEC to submit separate and/or consecutive~~
31 ~~trouble reports for the different circuit IDs associated with the single~~
32 ~~Commingled EEL).~~ If CLEC is using CEMR to submit the trouble report,
33 for example, **the** CLEC may **will first** report one circuit ID **(the circuit it**
34 **believes has the trouble)** and include the other circuit ID in the remarks
35 section. **Should a second repair ticket be required for the circuit in the**
36 **remarks section, Qwest will contact CLEC, and they will mutually**
37 **agree who will open the second repair ticket.** ~~for the Qwest will~~

1 communicate a single trouble report tracking number (i.e., the “ticket”
2 number) (described in Section 12.1.3.3.1.1) for the Commingled EEL to
3 CLEC at the time the trouble is reported.

4 **9.23.4.7.1.1 If any circuit ID is missing from any**
5 **Customer Service Record associated with the**
6 **Commingled EEL, Qwest will provide the circuit ID**
7 **information to CLEC at the time CLEC submits the**
8 **trouble report. Intentionally left blank**

9 9.23.4.7.1.2 Qwest may charge a single Maintenance of
10 Service or Trouble Isolation Charge (~~sometimes referred~~
11 ~~to as “No Trouble Found” charge~~) only if Qwest
12 dispatches and no trouble is found on either both circuits
13 associated with the Commingled EEL. ~~If CLEC may~~
14 ~~charge Qwest pursuant to Section 12.4.1.8, CLEC may~~
15 ~~also charge only a single charge for both circuits~~
16 ~~associated with the Commingled EEL.~~

17 **Q. WHY HAS QWEST NOT ACCEPTED SECTIONS 9.23.4.7.1.1 AND**
18 **9.23.4.7.1.2 AS PROPOSED BY ESCHELON?**

19 A. Section 9.23.4.7.1.1 appears to require Qwest to add the circuit ID of the
20 Commingled EEL to the trouble ticket if it was missing from the Customer
21 Service Record. Qwest is uncertain about the context in which Eschelon believes
22 this situation could occur and, given this significant ambiguity, Qwest cannot
23 agree to the proposal. In addition, if Eschelon does not indicate the additional
24 circuit IDs that it believes may be experiencing trouble, it would not be
25 appropriate for Qwest to “assume” the identity of the circuits and to start adding
26 circuit IDs to the trouble report.

27 With respect to Section 9.23.4.7.1.2, “No Trouble Found” is not a defined term in
28 the ICA and, therefore, likely would result in ambiguity and disputes in
29 implementing the ICA. Moreover, Qwest’s commitment to the potential for only
30 a single charge for Maintenance of Service or Trouble Isolation is clearly
31 conveyed through Qwest’s proposed language. Finally, Section 12.4.1.8 remains
32 in dispute between the parties, and therefore, Qwest opposes a reference to that
33 section in Section 9.23.4.7.1.2.

1 **Q. WHY IS IT SOMETIMES NECESSARY FOR A CLEC TO SUBMIT A**
2 **TROUBLE REPORT FOR EACH CIRCUIT ASSOCIATED WITH A**
3 **COMMINGLED EEL?**

4 A. It is critical that Qwest maintain accurate repair history detail on each circuit.
5 These various obligations require submission of a trouble report specific to the
6 circuit where trouble was actually found. However, with appropriate trouble
7 isolation testing, the CLEC will generally know which circuit is experiencing
8 trouble. Accordingly, CLECs should be able to routinely submit their trouble
9 tickets with accurate listings of the circuit IDs. If this does not occur, as I stated
10 above, the repair process will not be delayed. Further, if no trouble is found on
11 the circuit identified in the trouble ticket, Qwest will also test the commingled
12 circuit identified in the remarks section of the ticket.

13 **Q. HAS ESCHELON AGREED TO COMPENSATE QWEST FOR THE**
14 **COSTS THAT QWEST WOULD INCUR TO IMPLEMENT THE**
15 **SYSTEMS AND PROCESS CHANGES THAT ECHELON'S PROPOSAL**
16 **RELATING TO TROUBLE REPORTS WOULD REQUIRE?**

17 A. No, once again, to my knowledge, Eschelon is requesting that Qwest implement
18 significant changes on its behalf without agreeing or offering to compensate
19 Qwest for any process-related changes. Eschelon's apparent refusal to
20 compensate Qwest for the changes is an additional, significant flaw in its
21 proposal. In contrast to Eschelon's proposal, Qwest's proposal can be reasonably
22 and efficiently implemented within Qwest's existing repair systems without costly
23 modifications.

24 **Q. WHY SHOULD THE COMMISSION ADOPT THE QWEST LANGUAGE?**

25 A. Qwest's language for Sections 9.23.4.7.1 and 9.23.4.7.1.2 properly and
26 realistically recognizes when a second repair ticket may be necessary, yet it also
27 allows the end-to-end repair process to begin with the issuing of a single repair
28 ticket. Accordingly, the Commission should adopt Qwest's proposal and reject
29 Eschelon's proposals described above that would inflexibly require the use of a
30 single repair ticket in all situations without regard for the ability of Qwest's

1 systems to handle that requirement, or for the very substantial costs that Qwest
2 would incur just to attempt to modify its systems to meet this requirement.

3 **Issues 9-61(A, B, C) Loop-Mux Combinations**

4 **Q. PLEASE PROVIDE AN OVERVIEW OF THE DISPUTE ENCOMPASSED**
5 **BY ISSUE 9-61 AND ITS SUB-ISSUES.**

6 A. The disputes encompassed by Issue 9-61 and the related sub-issues involve an
7 element referred to as a “loop-mux combination,” or “LMC.” LMC is comprised
8 of an unbundled loop, as defined in Section 9.2 the Agreement (referred to in this
9 Section as an LMC Loop), combined with a DS1 or DS3 multiplexed facility
10 (with no interoffice transport) that a CLEC obtains from a tariff.

11 Qwest is under no obligation to provide a stand-alone multiplexer as a UNE. A
12 multiplexer is a piece of electronic equipment which allows two or more signals
13 to pass over a single circuit. In the example of LMC, the multiplexed facility lets
14 the traffic from several individual loops go over a single higher-bandwidth
15 facility. Accordingly, a CLEC must order the multiplexed facility used for LMCs
16 through the applicable tariff. LMC, therefore, involves the connecting of a UNE
17 Loop with a tariffed facility, and thus constitutes a commingled arrangement,
18 since commingling is, per the FCC’s ruling in the *TRO*, a connection or attaching
19 of a UNE and a wholesale non-UNE. As I discussed previously, commingling is
20 properly addressed in the ICA in Section 24.

21 The first dispute between the parties (Issue 9-61) is the section of the ICA in
22 which the LMC offering should be placed. Qwest has properly included LMCs in
23 Section 24 because it is a commingling offering. Eschelon has proposed moving
24 it to the UNE Combination section in Section 9.23. Issue 9-61(a) concerns
25 Eschelon’s demand that Qwest provide the stand-alone multiplexing service as a
26 UNE instead of as a tariffed facility. Issue 9-61(b) involves a dispute concerning
27 whether intervals for LMC should be in Exhibit C; and Issue 9-61(c) addresses
28 whether the rates for LMC multiplexing should be included in Exhibit A.

1 **Q. WHY SHOULD THE COMMISSION ADOPT QWEST’S POSITION**
2 **WITH RESPECT TO ISSUE 9-61?**

3 A. The first dispute in Issue 9-61, as addressed above, is where in the ICA the LMC
4 product offering should be placed. Qwest has properly placed it in Section 24,
5 which is the commingling section that Eschelon itself requested Qwest to include
6 in the ICA. By contrast, Eschelon is proposing to include LMCs in Section 9.23
7 of the ICA, which is within the ICA section that governs UNE combinations.
8 UNE combinations, as the name implies, are combinations of elements that
9 qualify as UNEs that ILECs must provide under Section 251(c)(3) of the Act.
10 However, because an LMC is a combination of a UNE and a tariffed multiplexing
11 service, it is not a UNE combination. Instead, it falls within the FCC’s definition
12 of “commingling,” which is “the connecting, attaching, or otherwise linking of a
13 UNE, or a UNE combination, to one or more facilities or services that a
14 requesting carrier has obtained at wholesale from an incumbent LEC pursuant to
15 any method other than unbundling under section 251(c)(3) of the Act, or the
16 combining of a UNE or UNE combination with one or more such wholesale
17 services.”⁹ For this reason, LMCs should be addressed in Section 24 of the ICA,
18 not in Section 9.

19 **Q. WITH RESPECT TO ISSUE 9-61(A), IS ESCHELON CORRECT IN**
20 **ASSERTING THAT QWEST HAS AN OBLIGATION TO PROVIDE**
21 **MULTIPLEXING AS A STAND-ALONE UNE, NOT AS A TARIFFED**
22 **FACILITY?**

23 A. No. Stand-alone muxing is not a UNE that Qwest is required to provide on an
24 unbundled basis. In the paragraph 491 of the FCC’s Wireline Competition
25 Bureau decision in the WorldCom/Verizon Virginia arbitration, paragraph 491,
26 the Bureau rejected WorldCom’s proposed language that would have established
27 multiplexing as an independent network element, stating that the FCC has never
28 ruled that multiplexing is such an element: “We thus reject WorldCom’s proposed

⁹ TRO, at ¶ 579.

1 contract language because it defines the ‘Loop Concentrator/Multiplexer’ as a
2 network element, which the Commission has never done.”¹⁰

3 **Q. HAS THE FCC SPOKEN CONCERNING WHETHER UNE RATES OR**
4 **TARIFFED RATES SHOULD APPLY TO MULTIPLEXING THAT ILECS**
5 **PROVIDE FOR USE WITH COMMINGLED ARRANGEMENTS?**

6 A. Yes. In the *TRO*, the FCC addressed the fundamental dispute between some
7 ILECs and CLECs concerning whether ILECs have any obligation to provide
8 commingling at all. In paragraph 583 of the *TRO*, the FCC rejected the
9 “permanent commingling restriction” that some ILECs were proposing, and
10 established that ILECs are required to commingle UNEs and UNE combinations
11 with tariffed services. In describing this ruling, the FCC explained that
12 commingling allows a CLEC to attach a UNE to an “interstate access service.”
13 Significantly, in providing an example of a tariffed “interstate access service” to
14 which a CLEC may attach a UNE, the FCC specifically referred to multiplexing:
15 “Instead, commingling allows a competitive LEC to connect or attach a UNE or
16 UNE combination with an interstate access service, *such as high-capacity*
17 *multiplexing* or transport services.¹¹” In the very next sentence, the FCC
18 emphasized that “*commingling will not enable a competitive LEC to obtain*
19 *reduced or discounted prices on tariffed special access services*”

20 **Q. WHAT IS THE SIGNIFICANCE OF THESE STATEMENTS AND**
21 **RULING BY THE FCC?**

22 A. This portion of the *TRO* directly refutes any claim by Eschelon that it is entitled to
23 multiplexing at UNE rates, terms, and conditions when it obtains multiplexing for
24 use with commingled arrangements. First, the FCC states very clearly that the
25 multiplexing used with commingling is “an interstate access service.” This
26 statement directly contradicts Eschelon’s claim that the multiplexing used with

¹⁰ *In the Matter of Petition of WorldCom, Inc., et al., for Preemption of the Jurisdiction of the Virginia State Corporation Commission Regarding Interconnection Disputes with Verizon-Virginia and for Arbitration*, CC Docket Nos. 00-218, 249, 251, 17 FCC Rcd. 27,039, at ¶ 494 (FCC Wireline Competition Bureau July 17, 2002).

¹¹ *TRO*, at ¶ 583. (Emphasis added.)

1 commingling is nothing more than a feature or function of the UNE loop
2 component of a commingled arrangement. Instead, multiplexing is a separate
3 “access service.” Second, the FCC states unambiguously that when a CLEC
4 obtains an access service like multiplexing for use with commingling, it is not
5 entitled to “reduced or discounted prices on [the] tariffed special access services.”
6 In other words, Eschelon is required to pay the full tariffed rate for multiplexing
7 used with commingling, and is not entitled to a UNE rates or any other discounted
8 rate.

9 **Q. DO CLECs HAVE THE ABILITY TO PROVISION THEIR OWN**
10 **MULTIPLEXING?**

11 A. Yes. CLECs are able to self-provision multiplexing within their own collocation
12 spaces.

13 **Q. WHAT ARE ESCHELON’S PROPOSED CHANGES TO QWEST’S**
14 **LANGUAGE FOR ISSUE 9-61(A)?**

15 A. Eschelon’s proposed modifications regarding placement of LMC in the UNE
16 Combination section are primarily section number changes. Eschelon proposed
17 modifications beyond placement of LMC in UNE Combination section are as
18 follows:

19 9.23.2 UNE Combinations Description and General Terms

20 **9.23.9 and subparts – Loop-Mux Combination**

21 **9.23.9.3.2 [24.4.3.2] LMC multiplexing is offered in DS3 to DS1 and**
22 **DS1 to DS0 configurations. LMC multiplexing is ordered with LMC**
23 **Loops. The recurring and nonrecurring rates in Exhibit A apply.**

24 **9.23.9.3.2.1 3/1 multiplexing rates are contained in Exhibit A**
25 **of this Agreement, and include the following:**

26 **a) Recurring Multiplexing Charge. The DS3**
27 **Central Office Multiplexer provides de-**
28 **multiplexing of one DS3 44.736 Mbps to 28 1.544**
29 **Mbps channels.**

b) Non-recurring Multiplexing Charge. One-time charges apply for a specific work activity associated with installation of the multiplexing service.

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5 **Q. WHY SHOULD THE COMMISSION ADOPT THE QWEST LANGUAGE?**

6 A. Eschelon's proposed language recited above is premised on the assumption that
7 multiplexing is a stand-alone UNE. Based on that assumption, Eschelon assigns
8 UNE attributes, including UNE-based rates, to multiplexing. For the reasons that
9 I describe above, Eschelon's premise is wrong. Multiplexing is not a stand-alone
10 UNE, and Eschelon's proposals based on the assumption that it is are therefore
11 flawed and should be rejected.

12 **Q. PLEASE PROVIDE AN OVERVIEW OF THIS ISSUE, AND WHAT IS**
13 **QWEST'S PROPOSED CONTRACT LANGUAGE RELATING TO**
14 **ESCHELON'S ISSUE 9-61(b).**

15 A. Issue 9-61(b) is a continuation of a portion of Issue 1-1. Specifically, the parties
16 disagree regarding how changes to intervals in Exhibit C (the Service Interval
17 Table) would occur. Qwest has proposed they can be changed via the CMP, and
18 Eschelon believes that any changes would require an amendment to the ICA.
19 Please see the Testimony of Qwest witness Renee Albersheim for the complete
20 record on Issue 1-1. In addition, 9-61(b) is an LMC product-specific dispute.
21 Since LMC is not a UNE combination and is a commingled service, the proper
22 placement of service intervals should be in the Qwest Service Interval Guide and
23 not in Exhibit C. In addition, currently the only UNE Combination in the ICA is
24 EELs, so Qwest has listed EELs specifically in the discussion of combination
25 intervals.

26 Qwest proposed language for Issue 9-61(b):

27 9.23.2 UNE Combinations Description and General Terms

28 9.23.4.4.3 Installation intervals for EEL are set forth in Exhibit C but will
29 be no longer than the respective Private Line Transport Service that Qwest

1 will maintain on the following web-site address:

2 <http://www.qwest.com/carrier/guides/sig/index.html>

3 9.23.6.2 Service intervals for each EEL are set forth in Exhibit C. For
4 UNE Combinations with appropriate retail analogues, the Provisioning
5 interval will be no longer than the interval for the equivalent retail service.
6 CLEC and Qwest can separately agree to Due Dates other than the
7 interval.

8 Section 24 (Commingling)

9 24.4.1 and subparts Loop Mux-Combination

10 24.4.4.3 Standard service intervals for LMC Loops in the Service
11 Interval Guide (SIG) available at www.qwest.com/wholesale.

12 **Q. WHAT ARE ESCHELON'S PROPOSED CHANGES TO QWEST'S**
13 **LANGUAGE?**

14 A. Eschelon proposes the following changes:

15 9.23.2 UNE Combinations Description and General Terms

16 9.23.9.4.3 **Service intervals for LMC(s) are set forth in Exhibit**
17 **<http://www.qwest.com/wholesale>. For UNE Combinations with appropriate retail analogues,**
18 **the Provisioning interval will be no longer than the interval for the**
19 **equivalent retail service. CLEC and Qwest can separately agree to**
20 **Due Dates other than the interval.**

21 9.23.4.4.3 Installation intervals for **EEL UNE Combinations** are set forth
22 in Exhibit C but will be no longer than the respective Private Line
23 Transport Service that Qwest will maintain on the following web-site
24 address: <http://www.qwest.com/carrier/guides/sig/index.html>

25 9.23.6.2 Service intervals for each **EEL UNE Combinations** are set forth
26 in Exhibit C. For UNE Combinations with appropriate retail analogues,
27 the Provisioning interval will be no longer than the interval for the
28 equivalent retail service. CLEC and Qwest can separately agree to Due
29 Dates other than the interval.

30 Exhibit C:

1 **Loop Mux Combo (LMC)**

2 **Q. WHY SHOULD THE COMMISSION ADOPT THE QWEST LANGUAGE?**

3 A. There is no legal requirement for ILECs to provide stand-alone multiplexing.
4 Multiplexing is not a feature or function of the loop, and Qwest is not required to
5 provide loops and multiplexing as a UNE combination.

6 **Q. WHAT IS QWEST'S PROPOSED CONTRACT LANGUAGE RELATING
7 TO ESCHELON'S ISSUE 9-61(c)?**

8 A. Issue 9-61(c) is the final issue of the LMC issues. Since LMC is not a UNE
9 combination, Qwest has not included rates (nor rate descriptions in Section 9.23
10 of the ICA) for LMC in Exhibit A. As discussed above, Eschelon disputes
11 Qwest's position and believes that rate descriptions for LMC should be contained
12 in ICA and rates in Exhibit A.

13 **Q. WHY SHOULD THE COMMISSION ADOPT THE QWEST LANGUAGE?**

14 A. For the reasons that I describe above, multiplexing is not a UNE. Accordingly,
15 there is no legal basis for Eschelon to apply UNE-based rates in Exhibit A to this
16 non-UNE product. The appropriate rates are those set forth in the applicable tariff
17 for multiplexed facilities. Accordingly, the Commission should reject Eschelon's
18 proposed references to the rates for multiplexing in Exhibit A.

19 **IV. CONCLUSION**

20
21 **Q. DO YOU HAVE ANY FINAL COMMENTS?**

22 A. Yes. Although there are substantive differences in the issues that I have
23 addressed in my testimony, there are recurring themes in the manner in which
24 Qwest and Eschelon have addressed the issues through the language they have
25 proposed for the ICA. Qwest has proposed language that recognizes and
26 incorporates the FCC's rulings in the *TRO* and *TRRO* and that recognizes the need
27 for uniform systems and processes for the services that Qwest provides to all
28 CLECs.

1 By contrast, Eschelon's proposals rely on sweeping general language that is
2 intended to impose the broadest possible unbundling, and, in some cases, new
3 obligations on Qwest, without regard to applicable law. Moreover, in several
4 cases, Eschelon is proposing language that is unduly broad and vague and that is
5 not susceptible to either meaningful analysis by the Commission or to precise and
6 practical implementation by the parties. If the Eschelon language is adopted, this
7 would likely result in disputes concerning implementation of the ICA, which
8 would unnecessarily require the Commission and the parties to devote limited
9 resources to resolving disputes that could be avoided through the use of the type
10 of precise ICA language that Qwest is proposing.

11 For these reasons, Qwest respectfully submits that the Commission should adopt
12 Qwest's proposed ICA language for each of the issues that I have addressed.

13 **Q. DOES THIS CONCLUDE YOUR TESTIMONY?**

14 A. Yes.

Commingling

Current FCC rules now allow requesting telecommunication carriers to commingle UNEs and combinations of UNEs, with wholesale facilities or services it has obtained from the SBC ILEC (*e.g.*, special access services purchased from an SBC tariff), subject to various limitations and restrictions. To request a commingled arrangement, a CLEC must first have language in its Interconnection Agreement (ICA) with the particular SBC ILEC which language permits commingling and provides the associated terms and conditions. Any commingling is subject to the terms and conditions of the ICA, and the lawful and effective FCC rules and orders, including without limitation 47 C.F.R. § 51.318(b).

One of the restrictions on commingling is found in the FCC's mandatory eligibility criteria adopted in the *Triennial Review Order*. FCC Rule 51.318(b). Commingled arrangements that are subject to that Rule must meet its requirements, and the CLEC must provide the SBC ILEC with certification on a circuit-by-circuit basis that those requirements are met. Please see SBC CLEC on line handbook product and services section under Commingling.

Mandatory Eligibility Criteria

Following is only intended as a summary of the FCC's mandatory eligibility criteria applying to certain commingled arrangements (as well as DS1/DS3 EELs) from FCC Rule 51.318(b), as informed by the *Triennial Review Order* where the FCC adopted and explained those criteria.

FCC Rule 51.318(b) applies to (1) an unbundled DS1 loop in combination, or commingled, with a dedicated DS1 transport facility or service or a dedicated DS3 or higher transport facility or service, or an unbundled DS3 loop in combination, or commingled, with a dedicated DS3 or higher transport facility or service, or (2) an unbundled dedicated DS1 transport facility in combination, or commingled, with an unbundled DS1 loop or a DS1 channel termination service, or to an unbundled dedicated DS3 transport facility in combination, or commingled, with an unbundled DS1 loop or a DS1 channel termination service, or to an unbundled DS3 loop or a DS3 or higher channel termination service (collectively, referred to as the "Included Arrangements").

CLEC (directly and not via an affiliate) must be certified to provide local voice service in the area being served or, in the absence of a state certification requirement, has complied with registration, tariffing, filing fee, or other regulatory requirements applicable to the provision of local voice service in that area.

The following criteria must be satisfied for each Included Arrangement, including without limitation each DS1 circuit, each DS3 circuit, each DS1 EEL and each DS1 equivalent circuit on a DS3 EEL:

- Each circuit to be provided to each end user will be assigned a local telephone number (NPA-NXX-XXXX) that is associated with local service provided within an SBC local service area and within the LATA where the circuit is located ("Local Telephone Number"), prior to the provision of service over that circuit (and for each circuit, CLEC will provide the corresponding Local Telephone Number(s) as part of the required certification); and
- Each DS1-equivalent circuit on a DS3 EEL or on any other Included Arrangement, must have its own Local Telephone Number assignment, so that each DS3 must have at least 28 Local voice Telephone Numbers assigned to it; and

Commingling

- o Each circuit to be provided to each end user will have 911 or E911 capability prior to the provision of service over that circuit; and
- o Each circuit to be provided to each end user will terminate in a collocation arrangement that meets the requirements of FCC Rule 51.318(c); and
- o Each circuit to be provided to each end user will be served by an interconnection trunk that meets the requirements of FCC Rule 51.318(d); and
- o For each 24 DS1 EELs, or other facilities having equivalent capacity, CLEC will have at least one active DS1 local service interconnection trunk that will transmit the calling party's Local Telephone Number connection with calls exchanged over the trunk, and the trunk is located in the same LATA as the end user premises served by the Included Arrangement; and
- o Each circuit to be provided to each end user will be served by a switch capable of providing local voice traffic.

Examples of Types of Commingled Arrangements

Inasmuch commingling was prohibited by the FCC prior to the *Triennial Review Order*, the absolute and relative demands for commingling and possible types of commingled arrangements are unknown. The SBC ILECs believe among the more common types, which may be requested without a BFR, would be the following:

1. UNE DS0 Loop connected to a channelized Special Access DS1 Interoffice Facility, via a special access 1/0 mux
2. UNE DS1 Loop connected to a non-channelized Special Access DS1 Interoffice Facility
3. UNE DS1 Loop connected to a channelized Special Access DS3 Interoffice Facility, via a special access 3/1 mux
4. UNE DS3 Loop connected to a non-channelized Special Access DS3 Interoffice Facility
5. UNE DS3 Loop connected to a non-concatenated Special Access Higher Capacity Interoffice Facility (e.g., SONET Service)
6. UNE DS1 Dedicated Transport connected to a channelized Special Access DS3 channel termination
7. UNE DS3 Dedicated Transport connected to a non-channelized Special Access DS3 channel termination
8. UNE DS3 Dedicated Transport connected to a non-concatenated Special Access Higher Capacity channel termination (i.e., SONET Service)
9. Special Access DS0 channel termination connected to channelized UNE DS1 Dedicated Transport, via a 1/0 UNE mux
10. Special Access DS1 channel termination connected to non-channelized UNE DS1 Dedicated Transport
11. Special Access DS1 channel termination connected to channelized UNE DS3 Dedicated Transport, via a 3/1 UNE mux

The SBC ILECs are, and have been, developing and testing processes to accommodate commingling. CLEC Online will be updated periodically to reflect the completion status for testing. Commingling arrangements not included in the list shall be processed via the Bona Fide Request Process. Please refer to the Commingling Arrangement Availability spreadsheet for state specific availability.

Please contact the Local Account Manager with any questions you may have regarding commingling arrangements.

Commingling

Commingling requests can be for new circuits or to have existing circuits reconfigured to terminate to an appropriate collocation arrangement. Please note that the re-configuration of a special access circuit to a commingled arrangement may trigger termination charges, if any, under the applicable tariffs or contracts.

New Commingling for the Listed Commingled Arrangements

All new commingling activity will require:

- Access commingling order must reflect the unique commingling project ID, NEWCMGL
- Orders must reflect one of the following unique non-billable commingling tracking USOCs, as appropriate:
 - KSTZO.....Access
 - KSTZW.....Local

All new commingled activity will require the customer to:

- Relate install orders as needed
- On access orders,, use the appropriate project ID

Additional Requirements for Type 4. Above

- ASR submitted electronically via EXACT or Web Access to order the dedicated DS1 transport special access facility.
- LSR submitted to order the UNE DS1 loop – Must be manually faxed to CLEC's NON-ICR fax number.
- PON number of ASR must be cross referenced in the LSR Remarks field.
- PON number of LSR must be cross referenced in the ASR Remarks field.
- Both the LSR and ASR must reflect the unique commingling project ID, NEWCMGL

Reconfiguration of Existing Circuit to Listed Commingling Arrangement

All reconfiguration commingling activity (ASR/LSR) will require:

- Customer and service center coordination
- Orders must reflect one of the following unique commingling project IDs
 - SBCCMGL.....like-for-like reconfiguration/no downtime
 - SBCCMGLCOLLO.....physical change/downtime
- Orders must reflect one of the following unique non-billable commingling tracking USOCs, as appropriate (KSTY2–Access or KSTY1-Local)

All reconfiguration commingled activity will require the customer to:

- Issue disconnect and install orders as needed
- Prior to the access disconnect order; the customer must issue an order to remove the access optional features that are not available with UNEs.
- Relate disconnect and install orders as needed and use correct channel assignments
- Use the appropriate project ID to prevent the order from being rejected

Note -- Termination liability charges will likely apply when an access circuit is disconnected prior to the expiration of any term and/or volume commitment. The SBC ILECs do not waive or otherwise affect any such termination liabilities by performing the commingling sought by CLEC.

Customer Downtime Associated with Reconfigurations

Customers will NOT experience downtime (provided the request is accurately submitted) on reconfigurations when:

- The reconfiguration is like-for-like, i.e., when the existing circuit sought to be reconfigured already terminates to a 51.318(c) collocation arrangement and no new connection(s) are required

Commingling

- The reconfiguration is like-for-like, and includes meeting the mandatory eligibility criteria, including a 51.318(c) collocation arrangement which is already part of the existing design.

Customers WILL experience downtime on a reconfiguration when the circuit to be reconfigured was not terminated into a 51.318(c) collocation arrangement or when a new connection must be made, and thus requires the provisioning of a circuit into a 51.318(c) collocation arrangement. The amount of downtime will be determined on an individual case basis.

Repair on Commingled Arrangements

All repairs, trouble tickets, etc associated with a commingled arrangement will be handled by the appropriate centers supporting the segment of the commingled arrangement involved (i.e., Access center will handle Access segments; the Local center will handle UNE segments). The customer is responsible for identifying and reporting the problem to the appropriate center.

ASR Ordering

Information for CLECs unfamiliar with ordering via the Access Service Request can obtain information at: <https://access-os2.sbc.com/waoWeb/>

New customers would open the 'Getting Started' section at the top of the page and the instructions provide the steps on how to begin using the SBC ASR Ordering. The customer would want to become a Registered Customer. Prior to receiving an ID and password, the customer can select "Training" up in the right hand corner.

BEFORE THE PUBLIC UTILITY COMMISSION OF OREGON

ARB 775

In the Matter of

**ESCHELON TELECOM OF OREGON,
INC.**

**Petition for Arbitration of an
Interconnection Agreement with Qwest
Corporation, Pursuant to Section 252 of the
Telecommunications Act**

DIRECT TESTIMONY OF

TERESA MILLION

FOR

QWEST CORPORATION

(Disputed Issues 4-5, 8-21, 9-43, 9-44 and 22-90)

May 11, 2007

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I. IDENTIFICATION OF WITNESS

Q. PLEASE STATE YOUR NAME AND BUSINESS ADDRESS.

A. My name is Teresa K. Million. I am employed by Qwest Services Corporation, parent company of Qwest Corporation (“Qwest”), as a Staff Director in the Public Policy organization. In this position, I am responsible for directing the preparation of cost studies and representing Qwest’s costs in a variety of regulatory proceedings. My business address is 1801 California St., Room 4700, Denver, Colorado.

Q. PLEASE DESCRIBE YOUR EDUCATION BACKGROUND AND EMPLOYMENT EXPERIENCE.

A. I received a Juris Doctor from the University of Denver, College of Law in 1994 and am licensed to practice law in Colorado. I also have a Master of Business Administration from Creighton University and a degree in Animal Science from the University of Arizona.

I have more than 23 years experience in the telecommunications industry with an emphasis in tax and regulatory compliance. I began my career with Qwest (formerly Northwestern Bell Telephone Company and then U S WEST, Inc.) in 1983. Between 1983 and 1986, I administered Shared Network Facilities Agreements between Northwestern Bell and AT&T that emanated from the divestiture of the Bell System in 1984. I held a variety of positions within the U S WEST, Inc. tax department over the next ten years, including tax accounting, audit, and state and federal tax research and planning. In 1997, I assumed a position that had responsibility for affiliate transactions compliance, specifically compliance with Section 272 of the Telecommunications Act of 1996 (the “Act”). 47 U.S.C. §

1 272. In September 1999, I began my current assignment as a cost witness. In this
2 position, I am responsible for managing cost issues, developing cost methods and
3 representing Qwest in proceedings before regulatory commissions.
4

5 **Q. HAVE YOU TESTIFIED BEFORE THIS COMMISSION BEFORE?**

6 A. No. However, I have filed cost testimony in the *Triennial Review Remand Order*
7 (*“TRRO”*) non-impaired wire center proceeding (docket UM 1251).
8

9 **Q. HAVE YOU TESTIFIED BEFORE OTHER STATE REGULATORY**
10 **COMMISSIONS?**

11 A. Yes. I have presented cost testimony in TELRIC cost proceedings before
12 commissions in Arizona, Idaho, Montana, New Mexico, South Dakota and
13 Wyoming. In addition, I have submitted testimony related to section 272 of the Act
14 in Arizona and Nebraska, cost testimony in Arizona related to the Arizona Price
15 Plan proceeding. More recently, I have filed cost testimony in Arizona, Minnesota
16 and Utah in the *TRRO* non-impaired wire center dockets, in Arizona and
17 Washington in the McLeod DC Power Complaint, and in Arizona, Colorado,
18 Minnesota and Washington in the Eschelon arbitration dockets.
19

20 **II. PURPOSE OF TESTIMONY**

21 **Q. WHAT IS THE PURPOSE OF YOUR TESTIMONY?**

22 A. The purpose of my testimony is to discuss the cost issues raised with respect to
23 Issue Nos. 4-5, Design Changes, 8-21, DC Power Plant, 9-43 and 9-44, Conversions
24 and 22-90, Unapproved Rates, and explain why these issues are better addressed in
25 a separate proceeding.
26

1 **Q. ARE THESE THE ONLY COST ISSUES THAT SHOULD BE RAISED IN A**
2 **DIFFERENT PROCEEDING?**

3 A. No. As this Commission is undoubtedly aware, there are a large number of
4 elements offered by Qwest to CLECs that have not yet been addressed in a cost
5 docket in Oregon. Qwest is offering those elements at TELRIC rates as required by
6 the FCC; however, to the extent that there is disagreement over those rates, it would
7 be better to address all such cost issues in a separate proceeding. An arbitration,
8 such as this one, is a proceeding between only two parties, Qwest and Eschelon,
9 that has limited application to the terms and conditions of a single interconnection
10 agreement (“ICA”). It would be presumptuous of Eschelon to believe that its views
11 represent the views of all of the other CLECs doing business in Oregon. A separate
12 proceeding, on the other hand, would be open to participation by any and all
13 CLECs, and would apply broadly to all CLECs. The issues that must be addressed
14 in establishing TELRIC rates are complex, involving analysis of cost studies and
15 competing assumptions and inputs for cost studies. These time-consuming analyses
16 are best addressed in a proceeding devoted specifically to analyzing costs and
17 setting rates instead of in an interconnection arbitration like this one that involves
18 many issues and that must be decided within a fairly expedited period of time. The
19 issues that I address in this testimony provide good examples of the complexity of
20 the cost issues surrounding them. Therefore, Qwest believes that it would be
21 inappropriate for the Commission to set permanent TELRIC rates in a proceeding
22 intended to settle the terms and conditions contained in one CLEC’s ICA.

1 **Q. YOU STATED THAT QWEST IS OPPOSED TO THE COMMISSION**
2 **SETTING PERMANENT TELRIC RATES IN THIS ARBITRATION. IS**
3 **QWEST SIMILARLY OPPOSED TO THE COMMISSION SETTING**
4 **INTERIM RATES?**

5 A. No. Qwest currently offers elements to Eschelon at rates that it proposes on an
6 interim basis until permanent rates are established in a cost proceeding. While it
7 seems inefficient to litigate rates on an interim basis only to litigate them again in a
8 cost docket, Qwest does not oppose the idea of the Commission establishing interim
9 rates. What Qwest does oppose is the notion that Eschelon puts forth that Qwest
10 should file cost studies and evidence in this arbitration the same way that it would
11 in a full-blown cost proceeding.

12 As I mentioned above, Qwest bases the interim rates that it proposes on TELRIC
13 studies conducted in accordance with the FCC's UNE pricing rules. In fact, many
14 of those rates were filed with this Commission in docket UM 1025 in 2003 for
15 purposes of setting rates for services involving interconnection and UNEs. As the
16 Commission is aware, that proceeding was eventually stayed in anticipation of
17 guidance from the FCC that was expected to clarify certain aspects of the TELRIC
18 pricing methodology. However, before the Oregon proceeding was stayed, Qwest
19 and the parties to that cost docket, including Commission staff, had already put
20 significant time and effort into a series of workshops designed to explore the
21 various models and studies at issue in the docket. Because of the magnitude of the
22 rates in dispute in this arbitration, litigating 150-plus rates in such a time-
23 constrained proceeding would make it unmanageable and preclude the type of
24 thorough cost analysis that this Commission is accustomed to conducting and that is
25 essential to establishing lawful wholesale rates under the Act. The FCC still has not
26 provided its long awaited clarification. As a result, this Commission issued an

1 order on March 16, 2007 closing docket UM 1025, and permanent rates have yet to
2 be set for many of the wholesale elements that Qwest provides to CLECs.
3 Nevertheless, Qwest continues to make these services available at rates based on
4 Oregon-specific cost studies such as those filed in docket UM 1025 and, until this
5 arbitration, many CLECs have incorporated those rates into their ICAs and paid
6 them without objection.

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III. ISSUE 4-5 – DESIGN CHANGES

Q. ESCHELON BELIEVES THAT QWEST’S PROPOSED RATE FOR DESIGN CHANGES ONLY APPLY TO TRANSPORT (I.E., UDIT) AND THAT A DIFFERENT RATE SHOULD APPLY FOR UNBUNDLED LOOPS AND CFA CHANGES. PLEASE COMMENT.

A. The design change study filed by Qwest in docket UM 1025, upon which the Oregon rate for Design Change is based, calculates the average cost of performing a design change for all types of products (*i.e.*, loops and transport) and under all types of circumstances including CFA (connecting facility assignment) changes. The nonrecurring cost study estimates the amount of time, on average, that it will take to perform any given task in the list of activities necessary to complete a design change and the probability that the task will occur. Qwest’s nonrecurring cost study did not distinguish between the various circumstances in which a design change might be requested by a CLEC. Furthermore, it is clear from the description of the design change element set forth in the Executive Summary of the Nonrecurring Cost Study (Study ID# 7425 filed 4/01/03), that the study developed costs for all types of design changes, not just transport, and is intended to apply to multiple categories of design changes. Otherwise, the description would not include references to end-user premises (transport is from one central office to another central office and does not involve end users), optional features and functions, and channel interface types. The notation “type of channel interface” in the design change description specifically contemplates situations involving CFA changes.

Finally, it is important to note that the design change element in Oregon is contained within the “Miscellaneous Charges” section of its Exhibit A and not in the section where the rates pertaining specifically to UDIT are contained. There has

1 never been a dispute about the fact that Qwest's miscellaneous charges apply in a
2 variety of circumstances and to a variety of products. Although Qwest has not
3 charged CLECs this rate for certain types of design changes until recently, that does
4 not mean that the costs for those design changes were not included in the cost study
5 and the resulting rate.

6
7 **Q. IS IT NECESSARY TO DEVELOP SEPARATE CHARGES FOR THE**
8 **VARIOUS TYPES OF DESIGN CHANGES AS ESHELON PROPOSES?**

9 A. No. Neither this Commission nor the FCC has required Qwest to provide
10 nonrecurring charges to cover every possible nuance of every possible way that
11 every possible product might be provisioned by Qwest for the CLECs. Nor would
12 it be appropriate to micromanage Qwest's product offerings by requiring Qwest to
13 provide costs and processes to address every possible "flavor" of provisioning
14 activity in an increasingly competitive environment.

15
16 Eschelon has had the benefit of no charge for design changes to unbundled loops
17 and at the same time has taken advantage of the fact that the design change charge
18 as it is applied to UDIT is slightly lower than it would be if the costs were
19 calculated on a stand-alone basis. Now that Qwest has determined to charge the
20 CLECs for all of the design change types included in the calculation of its rate,
21 Eschelon would have this Commission believe that Qwest must accept interim rates
22 for those design changes. As I have pointed out above, Qwest has already
23 developed a design change charge that is an average of the costs for performing a
24 design change for all types of products, under all types of circumstances.

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IV. ISSUE 8-21 - DC POWER PLANT

Q. PLEASE DESCRIBE THE NATURE OF THE DC POWER PLANT DISPUTE RELATING TO ISSUE 8-21.

A. Eschelon’s position is that the DC Power Plant rate should be applied in the same manner as the DC Power Usage rate on a per-amp used basis for power feed orders greater than 60 amps. Qwest’s position is that while the DC Power Usage rate should be applied on a per-amp used basis for power feed orders greater than 60 amps, the DC Power Plant rate should be applied on a per-amp ordered basis regardless of the size of the power feed order. Furthermore, Eschelon challenges the rate that Qwest has developed for power plant, as well. Qwest’s proposed rates listed in the Issues Matrix for power plant are \$11.95 per Amp Ordered for Less Than 60 Amps and \$9.31 per Amp Ordered for Equal to or Greater Than 60 Amps. Eschelon proposes rates of \$9.20 for Less Than 60 Amps and \$7.32 for Equal to or Greater Than 60 Amps.

Q. WHAT IS THE IMPACT OF ESCHELON’S CHALLENGE OF THE APPLICATION OF THE DC POWER PLANT RATE?

A. The problem with Eschelon’s position is that it ignores the fact that the *rate* for an element and its *application* on a unitized basis result in the amount of TELRIC cost recovery awarded to Qwest by a commission. To illustrate, take the example of the price for gasoline. A gas station owner might think that \$2.50 was an adequate rate for gasoline unless he was told the amount applied per vehicle, not per gallon of gas. Under that scenario, the gas station owner would likely want to recalculate the rate to account for the average number of gallons per vehicle or some other measure of gallons and come up with a new rate that better reflected the cost of the gasoline *as applied*. For example, the gas station owner might estimate that, on average, the

1 vehicles filling up at his station had gas tanks with a capacity of 20 gallons of gas.
2 Therefore, he might want to change the rate to \$50.00 per vehicle to provide
3 adequate recovery for his cost of gasoline.

4
5 The point is that the Commission could not make a determination in this arbitration
6 regarding the appropriate *application* of the power plant rate in a vacuum without
7 also reviewing the construction of the rate itself. For example, if the Commission
8 were to determine that the appropriate application of the power plant rate was to be
9 on the basis of CLEC usage of electrical current, then the calculation of the power
10 plant rate itself should take into account a fill factor related to utilization. However,
11 the calculation of Qwest's proposed power plant rate does not include such a fill
12 factor, because the cost study that developed the power plant rate was not designed
13 to calculate rates on a usage-sensitive basis. Because Qwest does not incur costs
14 for its power plant on the basis of the day-to-day usage by the CLECs of the
15 electrical current necessary to power their equipment, a "fill factor" would be
16 necessary to compensate Qwest adequately on a usage basis. The fact is that power
17 plant consists of the power equipment (*i.e.*, batteries, rectifiers and controllers)
18 necessary to provide a fixed amount of DC power *capacity* in a given central office.
19 That capacity is not engineered on the basis of the CLEC's day-to-day power usage,
20 nor is there any mechanism by which the pieces of power equipment themselves are
21 measured or consumed. The CLEC's usage in an office relates to its consumption
22 of electric current provided by local power companies, which is then converted to
23 DC power by Qwest's power plant. Qwest believes that these are facts that would
24 best be explored in depth in a separate proceeding, not in a single arbitration
25 between just two carriers. The proper forum for such a review of rates and their
26 application is in a proceeding such as a cost docket.

27 **Q. HOW IS THE POWER PLANT RATE PRODUCED BY QWEST'S**

1 **COLLOCATION COST STUDY CONSTRUCTED?**

2 A. Qwest's collocation cost study uses a TELRIC methodology and determines the
3 average cost per Amp for the types and amounts of power equipment that would be
4 necessary to produce a hypothetical 1000 Amps of power plant *capacity* in any
5 given location. In other words, the cost analyst develops the cost study to answer
6 the question "How much would the power plant cost on a per Amp basis if I were to
7 model enough power equipment to produce 1000 Amps of power capacity?" He or
8 she does this by finding out from a Qwest power engineer how many and what
9 types and sizes of rectifiers, battery strings, BDFBs, power boards,
10 engine/alternators, diesel fuel tanks, etc. are required to model plant capable of
11 producing 1000 Amps of power. The cost analyst then determines the material cost
12 for each of those pieces of equipment, the cost to engineer and install them, the cost
13 for miscellaneous parts and fuel and develops the total investment for a hypothetical
14 1000 Amp power plant. The total investment is then divided by 1000 to determine
15 the cost per Amp of power plant capacity for that configuration of power plant. The
16 cost analyst could just as easily model the cost per Amp for 500 Amps of capacity
17 or 2000 Amps of capacity. Of course, the amount, types and sizes as well as the
18 total equipment investment would vary based on the capacity of power plant
19 assumed, and that total investment would be divided by the different number of
20 amps corresponding to the modeled power plant capacity in order to yield the per-
21 amp rate.

22
23 The point of this discussion is that none of these assumptions has anything to do
24 with the actual electrical current that any telecommunications equipment in a
25 central office might consume. The only "chargeable unit" being developed in
26 Qwest's cost study is the cost of an Amp of power plant capacity, whether it is
27 based on a hypothetical power plant configuration with 1000, 500, or 2000 Amps

1 of capacity. In Oregon, just as in many of Qwest's states that have Commission-
2 approved power plant rates, the power plant rate at issue represents the average cost
3 per Amp for power equipment designed to produce a hypothetical 1000 Amps of
4 power plant capacity. The rate is not developed using, nor is it based upon, any
5 concept of actual power *usage*. Clearly, there is no correlation between the cost per
6 Amp of power plant generated by Qwest's study and Eschelon's contention that it
7 should be applied on a per-Amp-used basis.

8
9 **Q. YOU MENTIONED THAT OTHER COMMISSIONS IN QWEST'S**
10 **REGION HAVE APPROVED POWER PLANT RATES. ARE THOSE**
11 **APPROVED RATES BASED ON THE SAME COST ASSUMPTIONS UPON**
12 **WHICH THE OREGON RATES ARE PROPOSED?**

13 A. Yes. Qwest's cost study assumptions that form the basis for the power plant rates
14 approved in most of Qwest's other states¹ are the same as those contained in the
15 cost study that produced the rates proposed for Oregon. The slight differences in
16 the rates produced by those studies relate primarily to differences in the cost of
17 money, depreciation and expense factors that exist among Qwest's states, as well as
18 some timing differences that have resulted in updated material costs for certain of
19 the pieces of equipment mentioned above. Despite these slight differences, the
20 rates proposed by Qwest in Oregon are in the range of rates previously approved by
21 the Commissions in Qwest's other states for power plant.

¹ This statement is true for all states except South Dakota, which has never completed a TELRIC cost docket, and Minnesota, where the approved rate resulted from AT&T's collocation model.

1 **Q. ARE THE RATES THAT QWEST PROPOSES TO CHARGE ESCHELON**
2 **IN OREGON ASSESSED THE SAME WAY IN THOSE OTHER STATES**
3 **ON A PER-AMP-ORDERED BASIS?**

4 A. Yes. Qwest has assessed its power plant rates on a per-amp-ordered basis for many
5 years in the states that have approved those rates. And, although this Commission
6 has not reviewed and approved them, the power plant rates proposed by Qwest in
7 this proceeding are consistent in design and application with these other
8 Commission-approved power plant rates.

1

V. ISSUES 9-43 AND 9-44 - CONVERSIONS

2 **Q. PLEASE DESCRIBE THE NATURE OF THE CONVERSIONS DISPUTES**
3 **RELATED TO ISSUES 9-43 AND 9-44.**

4 A. Eschelon's position is that the conversion of its UNE circuits to private line services
5 should be a price change only and should not require a change in product-specific
6 circuit identification ("circuit ID") numbers. In Eschelon's view, this "price-only"
7 change does not justify Qwest charging a nonrecurring charge for the conversion.
8 Qwest's position is that circuit ID changes are necessary for converting UNEs to
9 private line services and, further, that it is entitled to recover costs it incurs to
10 facilitate those conversions.

11

12 **Q. DO CLECs HAVE A CHOICE OTHER THAN TO CONVERT THEIR UNE**
13 **CIRCUITS TO QWEST PRIVATE LINE SERVICES?**

14 A. Absolutely. For wire centers that are determined by this Commission to be non-
15 impaired, Qwest is no longer required to provide access to DS1 or DS3 UNE loops,
16 or DS1 or DS3 inter-office transport. In making such determinations, the FCC
17 provided guidance to the states about what constituted sufficient alternatives
18 available to CLECs in the affected wire centers so that unbundling of ILEC
19 facilities would no longer be necessary to permit CLECs to compete in the market.
20 What this means is that for non-impaired wire centers, there is a presumption that
21 CLECs have facilities available to them from other carriers, or that they have the
22 ability to construct their own facilities, thereby making reliance on Qwest's DS1
23 and DS3 UNEs unnecessary. Therefore, if a CLEC continues to use Qwest's
24 facilities, rather than disconnecting the UNEs and availing itself of alternative
25 facilities, it necessarily does so because it has evidently determined that converting
26 to Qwest's private line service is the most economic choice among the available

1 alternatives. However, if Qwest were not allowed to charge the CLEC for its costs
2 to perform the conversion, the CLEC's economic assessment of the alternatives
3 would be distorted, possibly leading it to choose Qwest's facilities in situations
4 where another alternative, such as building its own facilities, is more economically
5 sustainable. In addition, if Qwest performs the activities associated with a
6 conversion, but is not allowed to charge the CLEC for such activities, the cost
7 burden is shifted to Qwest's end-user customers, placing Qwest at a disadvantage in
8 a marketplace that is highly competitive. Thus, to the extent that Qwest incurs costs
9 to facilitate the CLEC's conversion from a UNE to a private line service, Qwest
10 should be entitled to assess an appropriate charge.

11
12 **Q. IS ESCHELON CORRECT THAT QWEST'S CONVERSION OF UNES TO**
13 **PRIVATE LINE CIRCUITS SHOULD BE A BILLING CHANGE ONLY?**

14 A. No. In fact, the *TRRO* mandated that within twelve months from the effective date
15 of the order CLECs "...*must* transition the affected DS1 or DS3 dedicated transport
16 UNEs to alternative facilities or arrangements."² Further, the FCC specifically
17 identified that those alternative arrangements would include "...self-provided
18 facilities, alternative facilities offered by other carriers, or special access services
19 offered by the incumbent LEC."³ Clearly, the twelve-month transition period
20 contemplated by the FCC has come and gone. Thus, for wire centers that this
21 Commission has deemed to be "non-impaired," Qwest is no longer required to
22 provide access to DS1 or DS3 UNE loops or inter-office transport, yet many
23 CLECs remain on Qwest's facilities. This language in the *TRRO* means not only

² See *In the Matter of Review of Unbundled Access to Network Elements, Review of Section 251 Unbundling Obligations of Incumbent Local Exchange Carriers*, Order on Remand, CC Docket No. 01-338, WC Docket No. 04-313, 20 FCC Rcd 2533 (2004) ("*Triennial Review Remand Order*" or "*TRRO*") ¶ 143. (Emphasis added).

³ *Id.* at ¶ 142.

1 that Qwest is no longer required to price these services at TELRIC rates, but that
2 the FCC recognized an ILEC's existing special access (private line) services as one
3 of the alternatives available to CLECs after transition.

4 UNEs are priced at TELRIC; therefore, in order for Qwest to be able to price these
5 alternative services at something other than TELRIC, *as the TRRO permits*, it is
6 necessary for Qwest to convert UNEs to private line services. What this means
7 from an operational standpoint is that if a CLEC continues to remain on Qwest's
8 facilities at the affected wire centers (instead of disconnecting the UNEs and
9 availing itself of alternative facilities), Qwest *must* convert those UNEs to private
10 line services. If Qwest were not allowed to convert the UNE circuits to private line
11 circuits, the non-impairment findings made pursuant to the *TRRO* would essentially
12 be rendered meaningless. In addition, if Qwest were to perform the activities
13 associated with a conversion, but were not allowed to charge the CLEC for those
14 activities, the cost burden would be unfairly shifted to Qwest and its end-user
15 customers, thereby placing Qwest at a disadvantage in the competitive marketplace.
16 Again, to the extent that Qwest incurs costs to facilitate the CLEC's conversion
17 from a UNE to a private line service, Qwest should be entitled to assess an
18 appropriate charge.

19
20 **Q. IS THERE ANY MERIT TO ESCHELON'S SUGGESTION THAT LITTLE**
21 **OR NO EFFORT IS NEEDED TO CONVERT A UNE CIRCUIT TO A**
22 **SPECIAL ACCESS/PRIVATE LINE CIRCUIT?**

23 A. No. The conversion of a UNE circuit to a special access/private line circuit
24 involves three functional areas within Qwest's ordering and provisioning
25 organizations. The personnel within these three functional areas involved with a
26 conversion are: (1) the Service Delivery Coordinator ("SDC"), (2) the Designer and

1 (3) the Service Delivery Implementor. Within each of these three job functions,
2 Qwest must perform multiple steps to assure itself that the data for the converted
3 circuit is accurately recorded in the appropriate systems.

4 First, the SDC must review and confirm the accuracy of the data in the Access
5 Service Request (“ASR”) submitted by a CLEC and then ensure that the data is
6 accurately transferred into two service orders required to change billing from the
7 Customer Record and Information System (“CRIS”) billing system to the Integrated
8 Access Billing System (“IABS”) billing system.⁴ The SDC is the primary contact
9 for the CLEC, and he/she provides the CLEC end-to-end order coordination from
10 request to order completion. In addition, the SDC must change the circuit identifier
11 (“circuit ID”) to reflect the fact that the circuit will now be recognized as a private
12 line rather than a UNE circuit once the order is complete.⁵ Finally, the SDC must
13 check the accuracy of Work Force Administration (“WFA”) and Service Order
14 Assignment Control (“SOAC”) data.⁶

15 The Designer reviews and validates the circuit design and assures that the design
16 records for the converted circuit match the current UNE circuit, as well as that no

⁴ An ASR is an industry-standard order form used by a carrier, such as a CLEC, for the ordering of a carrier-to-carrier service. The CRIS billing system is used for the majority of residential and business account bills for exchange services. It calculates, prints, and mails bills to individual retail end-user customers for retail products, and to CLECs for some interconnect (wholesale) products. The IABS billing system is focused on access or facility-driven billing, whose functionality includes switched and special service orders, meet-point billing, mechanized adjustments for interexchange carriers and other facilities-based CLEC accounts.

⁵ The circuit ID is an alpha/numeric identifier whose sequence of letters and numbers define the characteristics of a particular circuit and which indicates attributes of the circuit, such as the LATA and jurisdiction, as well as the type of circuit, service code and service modifiers. In addition, the circuit ID contains a serial number for the circuit to ensure that no duplication occurs, and an identifier for the region in which the circuit is physically located. The circuit ID follows Telcordia standards and allows lower-level tracking for maintenance and reporting purposes.

⁶ WFA is a mechanized system which supports and simplifies the coordination, tracking, pricing, and assigning of work requests, while SOAC is a Telcordia system that controls the flow of service order activity from Qwest service order processors (“SOPs”) to other “downstream” systems. Based on the service order input, SOAC determines which operations systems need to be involved in activating service, and provides instructions and sequencing to those operations systems.

1 physical changes to the circuit are needed. The Designer also reviews the circuit
2 inventory in the Trunk Integrated Record Keeping System (“TIRKS”) database to
3 ensure accuracy and database integrity.⁷ This effort assists other Qwest
4 departments that are “downstream” from the Designer to ensure that there is no
5 service interruption for the CLEC’s end-user customer.

6 Finally, the Service Delivery Implementer has overall control for order
7 provisioning. He/she verifies the Record-In and Record-out orders and completes
8 the update of the circuit orders in the WFA system.⁸ These steps and the costs
9 associated with them are being submitted to this Commission in a nonrecurring cost
10 study being filed later this month in compliance with the Commission’s order in the
11 *TRRO* non-impaired wire center docket (UM 1251).⁹

12 **Q. IS QWEST ENTITLED TO CHARGE CLECs FOR THE NONRECURRING**
13 **COSTS OF CONVERTING CIRCUITS FROM UNES TO PRIVATE LINE**
14 **SERVICES?**

15 A. Yes. As this Commission recognized in the *TRRO* non-impaired wire center docket
16 (docket UM 1251), Qwest incurs costs in the process of converting UNE transport
17 or high-capacity loops to alternative facilities and arrangements, and therefore
18 should be permitted to assess an appropriate charge. In the case of the conversions
19 of UNEs to alternative facilities, *but for* the conversion, Qwest would not have to
20 incur the costs of performing the associated tasks.

⁷ The TIRKS database is a Telcordia application that tracks and inventories central office and outside plant facilities. TIRKS contains the inventory information to update equipment components, frame data, circuit assignments, and other data related to telephone equipment.

⁸ Record-In and Record-out orders are the in- and out-service orders that establish the “new” private line service for the CLEC and that disconnect the existing UNE by moving the circuit data from one billing system to another. These in- and out-service orders also reflect the updated circuit data for all the various databases which track circuit status/activity.

⁹ Order No. 07-109, docket UM 1251, p. 20.

1 **Q. WHY DOES QWEST BELIEVE THAT IT IS NECESSARY FOR THE**
2 **CIRCUIT ID TO BE CHANGED WHEN CONVERTING A UNE TO A**
3 **PRIVATE LINE CIRCUIT?**

4 A. The whole point of the conversion is that the product is changing from that of a
5 wholesale UNE purchased only by CLECs through ICAs to a service purchased by
6 CLECs, other interconnecting companies and Qwest's retail customers through
7 tariffs or contracts. These two products are clearly distinguishable from each other,
8 not only by price and classification, but also by the customers to whom they are
9 available and by the different ordering, maintenance and repair processes used for
10 them. Because of this change in the nature of these circuits from UNE products to
11 private line services, and because these circuits are billed, inventoried and
12 maintained differently in Qwest's systems, Qwest must process them as an "order-
13 out" and an "order-in," and thus change the circuit identifiers to move them from
14 one product category to the other. Circuit IDs identify in a number of Qwest's
15 systems, including the TIRKS database and the WFA system, among other things,
16 whether a circuit is a UNE or a private line, what type of testing parameters apply,
17 and which maintenance and repair center is responsible for that circuit.

18
19 In order to ensure that the conversion process is transparent to the CLEC and its
20 customers' services, Qwest interjects a number of manual activities into the process
21 so that certain automated steps do not occur that could otherwise result in disruption
22 of those services. The purpose of many of the tasks included in the conversion
23 process is to avoid placing the CLECs' end-user customers at risk. To date, after
24 more than 1000 conversions involving this type of circuit ID change, Qwest is not
25 aware of any complaints in which a CLEC has stated that a customer's service was
26 disrupted by this conversion process. Therefore, Eschelon's emphasis of the risk of
27 failure in Qwest's process to the CLECs' customers is merely a smokescreen and

1 proves exactly why Qwest undertakes those steps – to make the conversion
2 transparent.

3
4 **Q. ISN'T THE CONVERSION OF DS1 AND DS3 UNES TO PRIVATE LINE**
5 **SERVICES JUST LIKE THE CONVERSION OF UNE-P TO QPP?**

6 A. No. First, it is important to note that the circumstances associated with the change
7 of DS1 and DS3 products from UNEs to private lines are very different from those
8 associated with the change from UNE-P to Qwest Platform Plus™ (“QPP”). In the
9 case of DS1s and DS3s, the circuits are only changing from UNEs to Qwest’s
10 existing private line services in the wire centers that have been determined to be
11 non-impaired; in all other wire centers, DS1s and DS3s will continue to be
12 classified as UNEs. In the case of UNE-P, the loop portion of the product remains a
13 UNE in all wire centers, while the switching and shared transport components of
14 UNE-P are no longer classified as UNEs at all. Clearly, Qwest did not have an
15 existing product that combined both UNE and non-UNE components available to
16 CLECs. Therefore, when it was no longer required to provide UNE-P, Qwest
17 voluntarily created a new product (*i.e.*, QPP) in order to replace UNE-P.

18
19 Second, because of the nature of Qwest’s QPP product, the *loop portion* of the
20 product is identified by the telephone number for purposes of billing, maintenance
21 and repair, not by a circuit ID. Therefore, because the telephone number does not
22 change, and nothing about the character, form or function of the loop changes
23 whether it is part of UNE-P or QPP, no conversion of the UNE loop occurs. In
24 addition, QPP can be billed differently through the assignment of new universal
25 service order codes (“USOCs”) without consideration for other systems or centers.
26 Eschelon points out that Qwest has accomplished the transition from UNE-P to
27 QPP not by changing circuit IDs, but by merely re-pricing the service. However,

1 unlike DS1s and DS3s, *there is no circuit ID* associated with the loop in the case of
2 a finished service such as UNE-P or QPP. Furthermore, as part of UNE-P, the QPP
3 elements were already being billed out of the CRIS (Customer Record and
4 Information System) billing system,¹⁰ and thus a change in USOCs was all that was
5 necessary to effectuate new rates. Clearly, the way in which Qwest tracks the loop
6 for purposes of repair and maintenance does not change as a result of the
7 conversion from UNE-P to QPP. Thus, Eschelon's comparison is not meaningful.

8
9 In the case of DS1 and DS3 UNEs, however, the character of the product offering
10 is changing, and both products (UNE and private line) are identified by circuit
11 IDs. As I discussed above, DS1s and DS3s are available as UNEs at TELRIC
12 rates only to CLECs. Thus, in wire centers that continue to be identified as
13 "impaired" going forward, Qwest must still offer those products as UNEs. In
14 order to charge a rate for the DS1 and DS3 services in the non-impaired wire
15 centers at something other than TELRIC, as Qwest is entitled to do under the
16 FCC's *TRRO* decision, Qwest must re-classify them as something other than
17 UNEs. In the case of UNE-P, Qwest was not converting a UNE product to an
18 existing tariffed offering because, as explained above, QPP did not previously
19 exist. In the case of DS1s and DS3s, however, Qwest has a product offering that
20 is a tariffed equivalent to its UNE offering. Thus, in converting the UNE product
21 to a tariffed private line product, Qwest must change the circuit ID in order to
22 properly track these differently-classified products in the appropriate systems.

23
24

¹⁰ The CRIS billing system is used for the majority of residential and business account bills for exchange services. It calculates, prints, and mails bills to individual retail end-user customers for retail products, and to CLECs for some interconnect (wholesale) products.

1 **Q. PLEASE SUMMARIZE ISSUES 9-43 AND 9-44.**

2 A. As this Commission has recognized, Qwest is required to perform the work
3 activities identified above and included in its conversion cost study in order to
4 transition circuits that CLECs purchase when a UNE is converted to a private line
5 circuit, including the changing of the circuit ID. Qwest's process is transparent to
6 CLECs and is designed to ensure that there is no disruption to CLEC end-user
7 customers.

8

9 It makes sense in a competitive environment for Qwest to use its existing systems,
10 processes and identifiers (and thus not develop and establish new, costly ones) to
11 be able to distinguish between UNEs and private line services for purposes of
12 provisioning, maintenance and repair. In the long run, Qwest will be able to serve
13 all of its customers, including CLECs and their end-user customers, better and
14 more efficiently if it is able to accurately identify the types of services and
15 facilities that it is providing to these respective categories of customers.

16 Therefore, if a CLEC does not choose to use alternative facilities to replace the
17 Qwest UNE circuits that the CLEC is no longer entitled to purchase at TELRIC
18 rates, Qwest should be allowed to charge that CLEC for the activities that Qwest
19 undertakes to convert those circuits from UNEs to private line services.

1 **VI. ISSUE 22-90 – UNAPPROVED RATES**

2 **Q. HOW DO YOU RESPOND TO ESCHELON’S CONTENTION THAT**
3 **QWEST’S TELRIC RATES ARE RARELY ADOPTED BY A STATE**
4 **COMMISSION AS PRESENTED IN A COST DOCKET AND THEREFORE**
5 **THIS COMMISSION SHOULD ADOPT ITS PROPOSALS FOR INTERIM**
6 **RATES?**

7 A. First, it is important to understand that in the early cost dockets where Qwest’s
8 studies were at issue, many of the state commissions believed that it was their
9 duty to adopt rates that were on the low end of the TELRIC range in order to
10 “jump start” local competition in their states. Second, in many proceedings where
11 commissions reduced the rates proposed by Qwest, they did so on the basis of
12 competing models presented in those proceedings by the CLECs, most often
13 AT&T. Third, it is important to remember that these same commissions rarely
14 adopted the CLECs’ competing models without making input adjustments aimed
15 at better reflecting appropriate TELRIC costs. Finally, Qwest notes that in recent
16 cost dockets in some of its states, contrary to Eschelon’s claims, state
17 commissions have adopted rates that are higher than the rates initially set in
18 earlier cost proceedings in those states, perhaps in recognition that rates no longer
19 need to be held artificially low in order to encourage competition.

20
21 Here, Eschelon simply proposes interim rates that are substantially reduced from
22 the rates supported by Qwest’s cost studies without providing any significant cost
23 analysis of its own. Nevertheless, because of the substantial number of rates that
24 are at issue in this arbitration and because many of them have not been reviewed
25 by this Commission, Qwest acknowledges the uniqueness of the situation in
26 Oregon. Therefore, Qwest proposes a unique solution designed to address

1 Eschelon's concern about the lack of review of Qwest's rates in Oregon and at the
2 same time provide this Commission with a basis upon which to determine interim
3 rates.

4
5 **Q. WHAT IS QWEST'S PROPOSAL FOR INTERIM RATES?**

6 A. Because cost and pricing issues are among the most contentious and significant
7 areas of disagreement between ILECs and CLECs, Qwest believes that the most
8 equitable and efficient approach to setting interim rates in this proceeding is to
9 use rates from another state that are the product of a comprehensive TELRIC cost
10 docket. This approach provides the benefit of TELRIC-based rates that have been
11 scrutinized and established in a rigorous cost proceeding and avoids the
12 substantial burden of having to present cost studies and other TELRIC evidence
13 in this proceeding. Thus, Qwest proposes that with respect to the rates identified
14 as unapproved in Oregon under Issue 22-90, the Commission adopt as interim
15 rates the wholesale rates approved by the New Mexico Commission in its cost
16 docket (Utility Case No 3495, Part B) completed in 2005.

17
18 **Q. WHY DOES QWEST BELIEVE THAT THE NEW MEXICO RATES ARE**
19 **AN APPROPRIATE SURROGATE IN OREGON?**

20 A. First, the rate elements for which state commissions set rates can vary from one
21 state to another, either because the element has evolved over time as a result of
22 the experience of the parties or because state commissions make specific
23 determinations about certain rates. For example, one state commission may
24 decide to allow Qwest to charge a single rate for an element, while another
25 commission may require Qwest to break that element into its subparts thereby
26 treating the element as two separate services with separate prices. As a result of
27 this type of unique determination by a commission, there are often basic

1 differences in rate schemes that make comparisons of one state's rates to those of
2 another difficult at best and meaningless at worst. That is not the case in
3 comparing New Mexico's approved rates with Oregon's unapproved rates, as
4 there is substantial matching of the rate elements determined by the New Mexico
5 Commission with those that Qwest has developed for Oregon. Therefore, it is
6 relatively straightforward to use the approved New Mexico rates for the Oregon
7 unapproved rate elements.

8
9 Second, the New Mexico rates are the product of an exhaustive, contested
10 TELRIC cost docket that involved rigorous consideration of competing TELRIC
11 cost models and proposals. Qwest, CLECs (including MCI) and the New Mexico
12 Commission Staff participated actively in that proceeding, including filing
13 hundreds of pages of testimony and participating in workshops and several days
14 of evidentiary hearings. The competing cost models and proposals were the
15 subject of extensive cross-examination and other critiques. In addition, the New
16 Mexico Commission was guided in its evaluation of TELRIC costs and rate
17 setting by its economic consultant, Dr. David Gabel. Dr. Gabel has extensive
18 experience advising state commissions, including the Washington Commission,
19 and is a professor of Economics at City University of New York and a visiting
20 scholar at the Massachusetts Institute of Technology. In many cases, Dr. Gabel
21 and the New Mexico Commission did not fully embrace any party's cost and rate
22 proposals but, instead, adopted rates based on ruling that sometimes favored the
23 CLECs' positions, sometimes favored Qwest's positions, and sometimes struck a
24 balance between the two competing positions. For example, in determining
25 Qwest's nonrecurring rates the New Mexico Commission reduced Qwest's costs
26 by 30% across the board. In its final order in that proceeding, the New Mexico
27 Commission expressly found that the rates it adopted comply with the Act's

1 pricing requirements and the FCC's TELRIC pricing methodology. And while
2 Qwest does not endorse the rates determined by the New Mexico Commission, no
3 party appealed that order.

4
5 Third, the New Mexico cost docket is among the most recent comprehensive cost
6 dockets to be completed in Qwest's region. The only other cost docket completed
7 more recently is the Wyoming cost docket, where Qwest's proposed rates were
8 approved by the Wyoming Commission as submitted in the docket. While other
9 states have recently initiated cost dockets or are contemplating initiating cost
10 dockets, none of those proceedings has progressed past the early stages and there
11 are no rates that have resulted from them yet. Accordingly, the rates from the
12 New Mexico cost docket are more current than virtually any other comparable
13 rates in the region.

14
15 **Q. IS QWEST PROPOSING THE NEW MEXICO RATES AS INTERIM**
16 **RATES FOR ALL OF THE UNAPPROVED RATES AT ISSUE IN 22-90?**

17 A. No. In analyzing the New Mexico rates, Qwest has determined that in some cases
18 those rates are higher than the rates proposed for Oregon as supported by Qwest's
19 Oregon cost studies. In those instances, Qwest has departed from the New
20 Mexico rates and is proposing the lower rates produced by its Oregon cost
21 studies. In addition, where there is no approved rate in New Mexico for an
22 element that is in dispute in this arbitration, Qwest has adjusted its Oregon rate
23 proposal to reflect the decision of the New Mexico Commission in its cost docket.
24 In other words, for nonrecurring elements for which there is no approved New
25 Mexico rate, Qwest has reduced the result produced by its Oregon cost study by
26 30% to reflect the prior New Mexico decision. Qwest proposes these lower rates,
27 as depicted in Exhibit Qwest/17 attached to this testimony, in the interest of

1 compromise and in the hope that this Commission can determine interim rates in
2 this arbitration without the need to conduct a complex TELRIC cost proceeding.

3 In proposing the New Mexico rates and reductions to Qwest's Oregon rate
4 proposals based on the New Mexico methodology, Qwest is not suggesting that
5 those rates are appropriate as permanent Oregon rates. When this Commission
6 ultimately initiates another cost proceeding to set permanent Oregon rates, Qwest
7 will present Oregon-specific cost studies that, in many cases, will produce rates
8 higher than the New Mexico rates. It is only in the interests of compromise and
9 to avoid the Commission and the parties to expend needless (and significant)
10 resources, and in a very short time period, that Qwest is proposing to use the New
11 Mexico rates on an interim basis only.

12

13 **Q. DOES THIS CONCLUDE YOUR TESTIMONY?**

14 A. Yes, it does.

PROPOSED INTERIM RATES

Qwest/17
Million/1

			OREGON					
Issue #	Exhibit A Section	Rate Element	Eschelon Recurring	Eschelon Non-Recurring	Qwest Recurring	Qwest Non-Recurring	New Mexico Rates	Recommended Alternative Interim Rate
OR 4-5(c)	9.20.11.1	Design Change (Transport, Loop, CFA Change)				\$103.10	\$51.76	\$51.76
OR 4-5(c)	9.20.11.1	Design Change (Transport)		\$58.27				
OR 4-5(c)	9.20.11.2	Design Change (Loop)		\$30.00				
OR 4-5(c)	9.20.11.3	CFA Change - 2/4 Wire Loop Cutovers		\$5.00				
8-21(e)	8.1.4.1.1	Less Than 60 Amps, per Amp Ordered		\$9.20		\$11.95	\$11.16	\$11.16
8-21(e)	8.1.4.1.2	Equal To or Greater Than 60 Amps, per Amp Ordered		\$7.32		\$9.31	\$8.69	\$8.69
OR 9-21(c)	9.23.6.2.1.1	First		\$118.12		\$236.87	\$164.76	\$164.76
OR 9-21(c)	9.23.6.2.1.2	Each Additional		\$86.68		\$153.92	\$107.53	\$107.53
OR 9-21(c)	9.23.6.3.1.1	First		\$118.12		\$236.87	\$164.76	\$164.76
OR 9-21(c)	9.23.6.3.1.2	Each Additional		\$86.68		\$153.92	\$107.53	\$107.53
OR 9-21(c)	9.23.6.4.1.1	First		\$155.41		\$296.16	\$208.41	\$208.41
OR 9-21(c)	9.23.6.4.1.2	Each Additional		\$125.06		\$214.82	\$152.59	\$152.59
OR 9-21(c)	9.23.6.8.1	DS0		\$97.21		\$136.41		\$95.49
OR 9-21(c)	9.23.6.8.2	High Capacity		\$97.62		\$154.83		\$108.38
OR 9-21(c)	9.23.7.7.1	DS0		\$97.21		\$136.41		\$95.49
OR 9-21(c)	9.23.7.7.2	High Capacity		\$97.62		\$154.83		\$108.38
OR 22-90(b)	8.1.1.2	Cable Augment Quote Preparation Fee		\$700.00		\$1,608.58		\$1,126.01
OR 22-90(c)	8.1.2.2	Cageless & Caged Standard Shared, per Fiber	\$4.14		\$5.92		\$6.36	\$5.92
OR 22-90(c)	8.1.2.3	Cross Connect, per Fiber	\$3.66		\$6.09		\$6.52	\$6.09
OR 22-90(c)	8.1.2.4	Express, per Cable		\$20,279.08		\$9,415.02	\$9,590.32	\$9,415.02
		Express, per Cable	\$21.49		\$96.38		\$103.32	\$96.38

PROPOSED INTERIM RATES

Qwest/17
Million/2

Issue #	Exhibit A Section	Rate Element	OREGON					Recommended Alternative Interim Rate
			Eschelon Recurring	Eschelon Non-Recurring	Qwest Recurring	Qwest Non-Recurring	New Mexico Rates	
OR 22-90(d)	8.1.5.1.1	120 V	\$17.13		\$19.98		\$19.15	\$19.15
OR 22-90(d)	8.1.5.1.2	208 V, Single Phase	\$29.69		\$34.63		\$33.19	\$33.19
OR 22-90(d)	8.1.5.1.3	208 V, Three Phase	\$51.37		\$59.92		\$57.41	\$57.41
OR 22-90(d)	8.1.5.1.4	240 V, Single Phase	\$34.26		\$39.96		\$38.29	\$38.29
OR 22-90(d)	8.1.5.1.5	240 V, Three Phase	\$59.27		\$69.13		\$66.24	\$66.24
OR 22-90(e)	8.1.5.1.6	480 V, Three Phase	\$118.55		\$138.27		\$132.49	\$132.49
OR 22-90(e)	8.1.8.1.1.1	Cable Placement, per 100 Pair Block		\$127.42		\$230.24	\$219.53	\$219.53
			\$0.32		\$0.37		\$0.1616	\$0.1616
OR 22-90(e)	8.1.8.1.1.3	Cable, per 100 Pair Block		\$178.10		\$321.83	\$332.39	\$321.83
			\$0.45		\$0.52		\$0.2447	\$0.2447
OR 22-90(e)	8.1.8.1.1.5	Blocks, per 100 Pair Block		\$310.50		\$561.07	\$575.56	\$561.07
			\$0.78		\$0.91		\$0.4237	\$0.4237
OR 22-90(e)	8.1.8.1.1.7	Block Placement, per 100 Pair Block		\$134.10		\$242.31	\$229.84	\$229.84
			\$0.33		\$0.39		\$0.1692	\$0.1692
OR 22-90(e)	8.1.8.1.2.1	Cable Placement, per 28 DS1s		\$207.44		\$399.70	\$382.40	\$382.40
			\$0.47		\$0.60		\$0.5298	\$0.5298
OR 22-90(e)	8.1.8.1.2.3	Cable, per 28 DS1s		\$192.80		\$371.50	\$383.73	\$371.50
			\$0.44		\$0.56		\$0.5316	\$0.5316
OR 22-90(e)	8.1.8.1.2.5	Panel, per 28 DS1s		\$133.13		\$256.52	\$218.52	\$218.52
			\$0.31		\$0.39		\$0.3028	\$0.3028
OR 22-90(e)	8.1.8.1.2.7	Panel Placement, per 28 DS1s		\$42.72		\$82.31	\$78.17	\$78.17
			\$0.09		\$0.12		\$0.1083	\$0.1083
OR 22-90(e)	8.1.8.1.3.1	Cable Placement, per Termination		\$73.22		\$147.89	\$247.80	\$147.89
			\$0.17		\$0.22		\$0.3433	\$0.22
OR 22-90(e)	8.1.8.1.3.2	Cable, per Termination		\$118.77		\$239.90	\$141.65	141,65
			\$0.27		\$0.36		\$0.1963	\$0.1963
OR 22-90(e)	8.1.8.1.3.3	Connector, per Termination		\$121.51		\$245.44	\$253.65	\$245.44
			\$0.28		\$0.37		\$0.3514	\$0.3514
OR 22-90(e)	8.1.8.1.3.4	Connector Placement, per Termination		\$9.84		\$19.88	\$19.53	\$19.53
			\$0.02		\$0.03		\$0.0271	\$0.0271
OR 22-90(e)	8.1.8.1.4.1	Terminations, per 12 Fibers		\$1,601.47		\$1,670.87	\$1,601.47	\$1,601.47
			\$12.39		\$15.01		\$12.39	\$12.39

PROPOSED INTERIM RATES

Qwest/17
Million/3

Issue #	Exhibit A Section	Rate Element	OREGON					Recommended Alternative Interim Rate
			Eschelon Recurring	Eschelon Non-Recurring	Qwest Recurring	Qwest Non-Recurring	New Mexico Rates	
OR 22-90(e)	8.1.8.1.4.2	Additional Connector, if Applicable		\$435.37		\$454.34	\$435.47	\$435.47
			\$0.53		\$0.68		\$0.53	\$0.53
OR 22-90(e)	8.1.8.1.4.3	Cable Racking, Shared, per 12 Fibers	\$19.61		\$23.49		\$19.61	\$19.61
OR 22-90(e)	8.1.8.1.4.4	Cable Racking, Dedicated		\$1,516.92		\$1,582.66	\$1,516.92	\$1,516.92
			\$1.85		\$2.38		\$1.85	\$1.85
OR 22-90(f)	8.1.9.2	Card Access, per Employee, per Central Office	\$6.20		\$8.40		\$7.83	\$7.83
OR 22-90(g)	8.1.12	Space Availability Report		\$234.38		\$383.94	\$234.02	\$234.02
OR 22-90(h)	8.1.14	Collocation Space Option Administration Fee		\$1,029.40		\$1,308.22	\$788.57	\$788.57
OR 22-90(i)	8.1.16	Joint Inventory Visit Fee, per Visit		\$1,610.12		\$1,869.49	\$1,610.12	\$1,610.12
OR 22-90(k)	8.2.1.1	Quote Preparation Fee		\$2,317.79		\$4,951.46	\$929.45	\$929.45
OR 22-90(l)	8.3.1.1	Quote Preparation Fee		\$2,317.79		\$4,956.18	\$929.45	\$929.45
OR 22-90(l)	8.4.1.1	Quote Preparation Fee		\$2,317.79		\$5,403.92	\$928.64	\$928.64
OR 22-90(l)	8.15.4.1	Cageless (uses rate from 8.3.1.1)		\$2,317.79		\$4,956.18	\$929.45	\$929.45
OR 22-90(l)	8.15.4.2	Caged (uses rate from 8.4.1.1)		\$2,317.79		\$5,403.92	\$928.64	\$928.64
OR 22-90(m)	8.4.2.4.1	Cage: Up to 100 Sq. Ft.		\$26,168.10		\$37,529.85	\$36,390.30	\$36,390.30
			\$41.60		\$56.55		\$50.42	\$50.42
OR 22-90(m)	8.4.2.4.2	Cage: 101 to 200 Sq. Ft.		\$27,852.73		\$39,533.05	\$32,286.21	\$32,286.21
			\$51.08		\$59.57		\$44.73	\$44.73
OR 22-90(m)	8.4.2.4.3	Cage: 201 to 300 Sq. Ft.		\$29,650.53		\$41,090.78	\$39,862.25	\$39,862.25
			\$54.27		\$61.92		\$55.23	\$55.23
OR 22-90(m)	8.4.2.4.4	Cage: 301 to 400 Sq. Ft.		\$31,797.64		\$43,042.90	\$41,765.60	\$41,765.60
			\$58.09		\$64.86		\$57.86	\$57.86
OR 22-90(n)	8.6.1.2	FDI Terminations, per 25 Pair		\$506.92		\$728.37	\$521.82	\$521.82

PROPOSED INTERIM RATES

Qwest/17
Million/4

Issue #	Exhibit A Section	Rate Element	OREGON					Recommended Alternative Interim Rate
			Eschelon Recurring	Eschelon Non-Recurring	Qwest Recurring	Qwest Non-Recurring	New Mexico Rates	
OR 22-90(o)	8.7.2.1	DS0, per Foot	\$0.148				\$0.14	N/A
OR 22-90(o)		DS0, per Request			\$44.60			\$44.60
OR 22-90(o)	8.7.2.2	DS1, per Foot	\$0.158				\$0.15	N/A
OR 22-90(o)		DS1, per Request			\$185.34			\$185.34
OR 22-90(o)	8.7.2.3	DS3, per Foot	\$0.135				\$0.13	N/A
OR 22-90(o)		DS3, per Request			\$29.12			\$29.12
OR 22-90(p)	8.7.3.1	DS0, per 100 Connections		\$191.23		\$214.54	\$192.02	\$192.02
OR 22-90(p)	8.7.3.2	DS1, per 28 Connections		\$89.56		\$101.03	\$89.93	\$89.00
OR 22-90(p)	8.7.3.3	DS3, per 1 Connection		\$6.11		\$6.51	\$6.14	\$6.14
OR 22-90(q)	8.7.4	Cable Hole, if Applicable		\$434.08		\$485.15	\$463.55	\$463.55
OR 22-90(r)	8.8.1	Quote Preparation Fee		\$700.25		\$1,608.58		\$1,126.01
OR 22-90(r)	8.8.3	DS1 Circuit, per Two Legs		\$75.00		\$371.23	\$73.53	\$73.53
OR 22-90(r)	8.8.4	DS3 Circuit, per Two Legs		\$612.89		\$1,225.77	\$1,213.31	\$1,213.31
OR 22-90(s)	8.12.2	Engineering Fee, per Job		\$700.25		\$1,608.58		\$1,126.01
OR 22-90(s)	8.12.4	Fiber Entrance Facility, per Cable, minimum 12 Strands		\$850.15		\$8,080.53	\$656.44	\$7,359.96
			\$7.10		\$114.44	\$6.36	\$71.04	
OR 22-90(t)	8.13.1.1	Quote Preparation Fee, per Office		\$411.00		\$811.18		\$567.83
OR 22-90(t)	8.13.1.2.1	Power Reduction: Less Than 60 Amps		\$346.00		\$624.52	\$624.36	\$624.36
OR 22-90(t)	8.13.1.2.2	Power Reduction: Equal To 60 Amps		\$346.00		\$898.00	\$878.10	\$878.10

PROPOSED INTERIM RATES

Qwest/17
Million/5

			OREGON					
Issue #	Exhibit A Section	Rate Element	Eschelon Recurring	Eschelon Non-Recurring	Qwest Recurring	Qwest Non-Recurring	New Mexico Rates	Recommended Alternative Interim Rate
OR 22-90(t)	8.13.1.2.3	Power Reduction: Greater Than 60 Amps		\$587.00		\$1,140.52	\$1,103.12	\$1,103.12
OR 22-90(t)	8.13.1.3	Power Off, per Feed Set, per Secondary Feed		\$587.00		\$802.04	\$1,057.79	\$1,057.79
OR 22-90(t)	8.13.1.4	Battery Distribution Fuse Board (BDFB) Rent	\$37.00		\$57.32		\$50.33	\$50.33
OR 22-90(t)	8.13.2.1	Quote Preparation Fee, per Office		\$411.00		\$811.18	\$802.93	\$802.93
OR 22-90(t)	8.13.2.2.1.1	Less Than 60 Amps		\$346.00		\$624.52	\$624.36	\$624.36
OR 22-90(t)	8.13.2.2.1.2	Equal To 60 Amps		\$346.00		\$898.00	\$878.10	\$878.10
OR 22-90(t)	8.13.2.2.1.3	Greater Than 60 Amps		\$587.00		\$1,140.52	\$1,103.12	\$1,103.12
OR 22-90(u)	8.15.2.1	Special Site Assessment Fee		\$597.56		\$1,195.12		\$836.58
OR 22-90(u)	8.15.2.2	Network Systems Assessment Fee		\$909.63		\$1,819.26		\$1,273.48
OR 22-90(u)	8.15.2.3	Site Survey Fee		\$150.00		\$169.97		\$118.98
OR 22-90(v)	8.16.1	Additional Labor Other - Basic		\$26.60		\$30.68	\$27.69	\$27.69
OR 22-90(v)	8.16.2	Additional Labor Other - Overtime		\$35.50		\$40.84	\$36.99	\$36.99
OR 22-90(v)	8.16.3	Additional Labor Other - Premium		\$44.42		\$51.01	\$46.30	\$46.30
OR 22-90(v)	8.16.4	Additional Dispatch, per Order		\$57.70		\$128.56	\$59.10	\$59.10
OR 22-90(w)	8.17.1	Set-Up Fee (uses rate from 8.2.2.1 with a one hour minimum)		\$40.96		\$65.20	\$56.08	\$56.08
OR 22-90(w)	8.17.2	Test Time Fee, per Half Hour (uses rate from 8.2.2.1)		\$20.48		\$27.62	\$28.04	\$28.04
OR 22-90(x)	9.2.5.5.1.2	Basic Installation with Cooperative Testing, First, Mechanized		\$150.26		\$240.39	\$217.27	\$240.39

PROPOSED INTERIM RATES

Qwest/17
Million/6

Issue #	Exhibit A Section	Rate Element	OREGON					Recommended Alternative Interim Rate
			Eschelon Recurring	Eschelon Non-Recurring	Qwest Recurring	Qwest Non-Recurring	New Mexico Rates	
OR 22-90(x)	9.2.5.5.2.2	Basic Installation with Cooperative Testing, Each Additional, Mechanized		\$121.94		\$218.77	\$149.38	\$218.77
OR 22-90(x)	9.2.6.5.1.2	Basic Installation with Cooperative Testing, First, Mechanized		\$150.26		\$239.67	\$217.27	\$239.67
OR 22-90(x)	9.2.6.5.2.2	Basic Installation with Cooperative Testing, Each Additional, Mechanized		\$121.94		\$218.17	\$149.38	\$218.17
OR 22-90(y)	9.2.8	Private Line / Special Access to Unbundled Loop Conversion		\$16.72		\$38.18	\$22.86	\$22.86
OR 22-90(aa)	9.6.11.1	DS0, Single Office		\$122.25		\$171.64	\$123.13	\$123.13
OR 22-90(aa)	9.6.11.2	DS0, Dual Office		\$127.98		\$215.90	\$153.03	\$153.03
OR 22-90(aa)	9.6.11.3	High Capacity, Single Office		\$145.05		\$231.72	\$166.53	\$166.53
OR 22-90(aa)	9.6.11.4	High Capacity, Dual Office		\$151.17		\$260.28	\$185.83	\$185.83
OR 22-90(aa)	9.6.12	Private Line / Special Access to UDIT Conversion		\$66.70		\$123.96		\$86.77
OR 22-90(aa)	9.23.6.5	Private Line / Special Access to LMC Conversion		\$16.72		\$38.18	\$22.86	\$22.86
OR 22-90(aa)	9.23.7.6	Private Line / Special Access to EEL Conversion		\$16.72		\$38.18	\$22.86	\$22.86
OR 22-90(ab)	9.7.1.1	Simple		\$135.57		\$217.86	\$176.23	\$176.23
OR 22-90(ab)	9.7.1.2	Complex		\$169.70		\$258.56	\$206.88	\$206.88
OR 22-90(ab)	9.7.4.1.1	Order Charge, per First Strand / Route / Order		\$373.22		\$513.92	\$415.24	\$415.24
OR 22-90(ab)	9.7.4.1.2	Order Charge, Each Additional Strand / Route / Order		\$187.08		\$262.68	\$189.93	\$189.93
OR 22-90(ab)	9.7.5.1.1	Order Charge, per First Pair / Route / Order		\$373.22		\$513.93	\$415.24	\$415.24
OR 22-90(ab)	9.7.5.1.2	Order Charge, Each Additional Pair / Route / Order		\$187.08		\$262.68	\$189.93	\$189.93

PROPOSED INTERIM RATES

Qwest/17
Million/7

			OREGON					
Issue #	Exhibit A Section	Rate Element	Eschelon Recurring	Eschelon Non-Recurring	Qwest Recurring	Qwest Non-Recurring	New Mexico Rates	Recommended Alternative Interim Rate
OR 22-90(ab)	9.7.4.1.4	Termination, Fixed, per Strand / Termination	\$4.01		\$4.90		\$4.35	\$4.35
OR 22-90(ab)	9.7.4.1.5	Fiber Cross-Connect (Minimum of 2 Cross-Connects applied), per Strand	\$1.84	\$11.65	\$2.63	\$19.93	\$15.06	\$15.06
OR 22-90(ab)	9.7.5.1.5	Fiber Cross-Connect (Minimum of 2 Cross-Connects applied), per Pair	\$3.55	\$11.65	\$5.26	\$19.93	\$15.06	\$15.06
OR 22-90(ab)	9.7.6	Dark Fiber Splice		\$565.67		\$668.61	\$476.95	\$476.95
OR 22-90(ac)	9.20.1.1	Additional Engineering - Basic		\$30.91		\$34.40	\$31.77	\$31.77
OR 22-90(ac)	9.20.1.2	Additional Engineering - Overtime		\$38.22		\$45.21	\$39.30	\$39.30
OR 22-90(ac)	9.20.2.1	Additional Labor Installation - Overtime		\$8.89		\$14.86	\$9.03	\$9.03
OR 22-90(ac)	9.20.2.2	Additional Labor Installation - Premium		\$17.57		\$19.81	\$18.07	\$18.07
OR 22-90(ac)	9.20.3.1	Additional Labor Other - (Optional Testing) Basic		\$26.94		\$30.68	\$27.69	\$27.69
OR 22-90(ac)	9.20.3.2	Additional Labor Other - (Optional Testing) Overtime		\$35.98		\$40.84	\$36.99	\$36.99
OR 22-90(ac)	9.20.3.3	Additional Labor Other - (Optional Testing) Premium		\$45.03		\$51.01	\$46.30	\$46.30
OR 22-90(ac)	9.20.4.1	Testing and Maintenance - Basic		\$28.62		\$30.29	\$29.42	\$29.42
OR 22-90(ac)	9.20.4.2	Testing and Maintenance - Overtime		\$35.72		\$40.72	\$39.30	\$39.30
OR 22-90(ac)	9.20.4.3	Testing and Maintenance - Premium		\$47.83		\$51.14	\$49.17	\$49.17
OR 22-90(ac)	9.20.5.1	Maintenance of Service - Basic		\$26.94		\$30.68	\$27.69	\$27.69
OR 22-90(ac)	9.20.5.2	Maintenance of Service - Overtime		\$35.98		\$40.84	\$36.99	\$36.99
OR 22-90(ac)	9.20.5.3	Maintenance of Service - Premium		\$45.03		\$51.01	\$46.30	\$46.30

PROPOSED INTERIM RATES

Qwest/17
Million/8

			OREGON					
Issue #	Exhibit A Section	Rate Element	Eschelon Recurring	Eschelon Non-Recurring	Qwest Recurring	Qwest Non-Recurring	New Mexico Rates	Recommended Alternative Interim Rate
OR 22-90(ac)	9.20.6.1	Additional Cooperative Acceptance Testing - Basic		\$28.62		\$30.29	\$29.42	\$29.42
OR 22-90(ac)	9.20.6.2	Additional Cooperative Acceptance Testing - Overtime		\$35.72		\$40.72	\$39.30	\$39.30
OR 22-90(ac)	9.20.6.3	Additional Cooperative Acceptance Testing - Premium		\$47.83		\$51.14	\$49.17	\$49.17
OR 22-90(ac)	9.20.11	Additional Dispatch		\$63.63		\$128.56	\$59.10	\$59.10
OR 22-90(ad)	9.23.7.1.1.1	First		\$117.98		\$256.99	\$179.20	\$179.20
OR 22-90(ad)	9.23.7.1.1.2	Each Additional		\$86.40		\$188.96	\$133.60	\$133.60
OR 22-90(ad)	9.23.7.2.1.1	First		\$117.98		\$256.99	\$179.20	\$179.20
OR 22-90(ad)	9.23.7.2.1.2	Each Additional		\$86.40		\$188.96	\$133.60	\$133.60
OR 22-90(ad)	9.23.7.3.1.1	First		\$140.02		\$312.13	\$219.81	\$219.81
OR 22-90(ad)	9.23.7.3.1.2	Each Additional		\$103.65		\$230.79	\$163.99	\$163.99
OR 22-90(ad)	9.23.7.4.1.1	First		\$148.53		\$336.09	\$236.90	\$236.90
OR 22-90(ad)	9.23.7.4.1.2	Each Additional		\$112.75		\$254.75	\$181.08	\$181.08
OR 22-90(ad)	9.23.7.11.1	DS0 Low Side Channelization	\$10.89		\$14.50		\$12.94	\$12.94
OR 22-90(ad)	9.23.7.11.2	DS1 / DS0 Low Side Channelization	\$7.09		\$8.27		\$7.38	\$7.38
OR 22-90(ad)	9.6.7.1	DS0 Low Side Channelization	\$10.89		\$14.50		\$12.94	\$12.94
OR 22-90(ae)	10.7.12	Innerduct Occupancy Fee, per Linear Foot, per Year	\$0.3102		\$0.4099			\$0.4012
OR 22-90(ae)	10.7.12.1	Microduct Occupancy Fee, per Microduct, per Foot, per Year	\$0.2645		\$0.4681			\$0.2092

CERTIFICATE OF SERVICE

ARB 775

I hereby certify that on the 11th day of May 2007, I served the foregoing **QWEST CORPORATION'S DIRECT TESTIMONY** in the above entitled docket on the following persons via means of e-mail transmission to the e-mail addresses listed below.

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DATED this 11th day of May, 2007.

QWEST CORPORATION



By: _____

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