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BEFORE THE ARIZONA CORPORATION COMMISSION

COMMISSIONERS
MARC SPITZER - CHAIRMAN
WILLIAM A. MUNDELL
JEFF HATCH-MILLER
MIKE GLEASON
KRISTIN K. MAYES

Arizona Corporation Commission

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IN THE MATTER OF THE PETITION OF DIECA) DOCKET NO. T-03632A-04-0425
COMMUNICATIONS, INC. dba COVAD) DOCKET NO. T-01051B-04-0425
COMMUNICATIONS COMPANY FOR)
ARBITRATION OF AN INTERCONNECTION)
AGREEMENT WITH QWEST CORPORATION.)

Please take notice that DIECA Communications, Inc. dba Covad Communications Company is filing the Public Versions of the Direct Testimony of Elizabeth Balvin and Michael Zulevic, copies of which are attached. Confidential versions of the testimony will be provided to those parties who have agreed to be bound by the Protective Agreement in this docket.

RESPECTFULLY SUBMITTED this 20th day of December, 2004.

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By Mary Appolito

BEFORE THE ARIZONA CORPORATION COMMISSION

IN THE MATTER OF THE PETITION)
OF DIECA COMMUNICATIONS, INC.,)
D/B/A COVAD COMMUNICATIONS)
COMPANY, FOR ARBITRATION TO) Docket No. T-03632A-04-0425
RESOLVE ISSUES RELATING TO AN)
INTER-CONNECTION AGREEMENT)
WITH QWEST CORPORATION)

**DIRECT TESTIMONY OF
ELIZABETH BALVIN
(Non-confidential Version)**

**FILED ON BEHALF OF
DIECA COMMUNICATIONS, INC.
D/B/A COVAD COMMUNICATIONS COMPANY**

December 20, 2004

TABLE OF CONTENTS

I. QUALIFICATIONS.....1

II. SUMMARY OF TESTIMONY.....2

III. ARBITRATION ISSUES

ISSUE 9: BILLING TIME FRAMES.....2

I

EXHIBITS

- EB-1 (4 pages)
- EB-2 (128 pages)

I. QUALIFICATIONS

1
2
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Q. MS. BALVIN, PLEASE IDENTIFY YOURSELF FOR THE COMMISSION.

A. My name is Elizabeth (Liz) Balvin and I am employed by Covad Communications Company (“Covad”) as the Director of External Affairs for the Qwest region. My business address is 7901 Lowry Boulevard, Denver, Colorado 80230.

Q. MS. BALVIN, PLEASE PROVIDE A BRIEF DESCRIPTION OF YOUR JOB RESPONSIBILITIES AND EXPERIENCE.

A. As Director of External Affairs my primary responsibility is to drive Qwest business related issues to resolution. This includes resolution of operational problems, OSS issues (from prequalification through billing), and negotiating acceptable solutions with Qwest so that Covad can pursue meaningful business opportunities in this market. Qwest is a critical piece of Covad’s puzzle, thus driving operational and OSS issues on a business-to-business level is necessary. This is done via the change management process, at industry workshops, and in interconnection agreement negotiations. To understand Covad’s issues, I work directly with our internal groups that are attempting to do business with Qwest on a daily basis.

While new to Covad I am not new to the telecommunications industry as I worked for MCI for nearly 11 years. I began my tenure with MCI on the long distance side of the house reconciling credit card billing. Later, I audited ILEC unbillable records and negotiated settlements when inaccurate records were produced. I then supervised the automation of casual billing records and then

1 finished my career at MCI as Senior. Project Manager in the Carrier Relations
2 group. As Senior Project Manager, I served as the technical advisory group
3 member for Qwest third party tests (such as the ROC and AZ). In addition, I was
4 the single point of contact for Qwest Change Management Processes and actually
5 assisted in the development of the “re-designed” change management that exists
6 today. Prior to coming to Covad I was also responsible for establishing an EDI
7 interface with Qwest for local services. Upon implementation, I drove to
8 resolution issues with the interface that caused local orders to reject. I was
9 responsible for driving issues from order entry through billing and the goal was to
10 settle at the business table to eliminate regulatory actions.

11 **II. SUMMARY OF TESTIMONY**

12 **Q. PLEASE BRIEFLY SUMMARIZE YOUR TESTIMONY.**

13 **A.** Qwest and Covad have recommended timeframes that differ when it comes to the
14 “payment due date”, the “discontinuance of order processing, and “disconnection
15 of service”. While Qwest believes its recommended timeframes are “standard and
16 commercially-reasonable practices”, Covad’s timeframes account for Qwest
17 billing deficiencies that cause manually intensive analysis in order to (1) validate
18 bills for accuracy, (2) avoid unnecessary late payments and/or deposits due to
19 inappropriately reflected payment records, or (3) worst case, the discontinuance of
20 service whereby the end user has not made the choice to leave Covad because the
21 dispute is between Qwest and Covad.

22 **III. ARBITRATION ISSUES**

23 **ISSUE 9: TIME FRAME FOR PAYMENT OF BILLS, DISCONTINUANCE**
24 **OF ORDERING, AND DISCONNECTION OF SERVICE**

1 **Q. PLEASE PROVIDE THE CONTEXT FOR THIS ISSUE.**

2 A. For Issue 9, the three outstanding sub-issues on the table from a billing perspective
3 surround (1) payment of bills; (2) discontinuation of order processing; and (3)
4 disconnection of service, whereby at issue are the specific timeframes to be
5 imposed upon execution the Qwest-Covad Arizona Interconnection agreement.
6 These issues will be discussed in greater detail below. While there was a fourth
7 billing time frame at issue, Qwest and Covad have reached agreement on the
8 definition of repeated delinquency, thereby eliminating that sub-issue from this
9 arbitration.

10 **Q. PLEASE IDENTIFY THE TIMEFRAMES SET FORTH BY BOTH PARTIES.**

11 A. To summarize, the chart below reflects Qwest and Covad's proposed timeframes:

12

	Payment Due Date (after invoice or within 20 calendar days of receipt)	Discontinuance of Order Processing (after payment due date)	Disconnection of Services (following payment due date)
13 Qwest Proposal	30	30	60
14 Covad Proposal	30 (except some 45)	60	90

15
16
17

18 Covad's proposed language reads:

19
20 5.4.1 Amounts payable for any invoice containing (1) line
21 splitting or loop splitting products, (2) a missing circuit ID, (3) a
22 missing USOC, or (4) new rate elements, new services, or new
23 features not previously ordered by CLEC (collectively "New
24 Products") (items (1)-(4) hereinafter collectively referred to as
25 "Exceptions") are due and payable within forty-five (45) calendar
Days after the date of invoice, or within twenty (20) calendar Days
after receipt of the invoice, whichever is later (payment due date).
With respect to the New Products Exception, the forty-five (45)

1 Day time period shall apply for twelve (12) months. After twelve
2 (12) months' experience, such New Products shall be subject to the
3 thirty (30) Day time frame hereinafter discussed. Any invoice that
4 does not contain any of the above Exceptions are due and payable
5 within thirty (30) calendar Days after the date of invoice, or within
6 twenty (20) calendar Days after receipt of the invoice, whichever is
7 later. If the payment due date is not a business day, the payment
8 shall be due the next business day.

5.4.2 One Party may discontinue processing orders for the failure
5 of the other Party to make full payment for the relevant services,
6 less any disputed amount as provided for in Section 5.4.4 of this
7 Agreement, for the relevant services provided under this Agreement
8 within sixty (60) calendar Days following the payment due date.
9 The Billing Party will notify the other Party in writing at least ten
10 (10) business days prior to discontinuing the processing of orders
11 for the relevant services. If the Billing Party does not refuse to
12 accept additional orders for the relevant services on the date
13 specified in the ten (10) business days notice, and the other Party's
14 non-compliance continues, nothing contained herein shall preclude
15 the Billing Party's right to refuse to accept additional orders for the
16 relevant services from the non-complying Party without further
17 notice. For order processing to resume, the billed Party will be
18 required to make full payment of all charges for the relevant
19 services not disputed in good faith under this Agreement.
20 Additionally, the Billing Party may require a deposit (or additional
21 deposit) from the billed Party, pursuant to this section. In addition
22 to other remedies that may be available at law or equity, the billed
23 Party reserves the right to seek equitable relief including injunctive
24 relief and specific performance.

5.4.3 The Billing Party may disconnect any and all relevant
16 services for failure by the billed Party to make full payment, less
17 any disputed amount as provided for in Section 5.4.4 of this
18 Agreement, for the relevant services within ninety (90) calendar
19 Days following the payment due date. The billed Party will pay the
20 applicable reconnect charge set forth in Exhibit A required to
21 reconnect each resold End User Customer line disconnected
22 pursuant to this paragraph. The Billing Party will notify the billed
23 Party at least ten (10) business days prior to disconnection of the
24 unpaid service(s). In case of such disconnection, all applicable
25 undisputed charges, including termination charges, shall become
due. If the Billing Party does not disconnect the billed Party's
service(s) on the date specified in the ten (10) business days notice,
and the billed Party's noncompliance continues, nothing contained
herein shall preclude the Billing Party's right to disconnect any or
all relevant services of the non-complying Party without further
notice. For reconnection of the non-paid service to occur, the billed

1 Party will be required to make full payment of all past and current
2 undisputed charges under this Agreement for the relevant services.
3 Additionally, the Billing Party will request a deposit (or recalculate
4 the deposit) as specified in Section 5.4.5 and 5.4.7 from the billed
5 Party, pursuant to this Section. Both Parties agree, however, that
6 the application of this provision will be suspended for the initial
7 three (3) Billing cycles of this Agreement and will not apply to
8 amounts billed during those three (3) cycles. In addition to other
9 remedies that may be available at law or equity, each Party reserves
10 the right to seek equitable relief, including injunctive relief and
11 specific performance.

12 An additional change comes with the payment due date language, where the
13 standard for payment is thirty (30) days, except that Covad shall have forty-five
14 (45) days to make payment for any invoice containing: (1) line splitting or loop
15 splitting products, (2) a missing circuit ID, (3) a missing USOC, or (4) new rate
16 elements, new services, or new features not previously ordered by CLEC
17 (collectively "New Products"). In this instance, Covad not only believes the
18 extension is warranted but in addition should provide an incentive for Qwest to
19 produce verifiable billing records.

20 **Q. PLEASE DESCRIBE WHY THE QWEST PROPOSED TIMEFRAMES DO
21 NOT MAKE SENSE.**

22 **A.** Qwest and Covad must establish billing timeframes that make sense not only from
23 a business to business relationship but also to ensure that the end-users are not
24 unnecessarily impacted. Covad believes that the following questions must be
25 answered in order to determine appropriate billing timeframes (1) Are CLECs able
to validate the detailed billing records provided by Qwest such that payment
should be rendered within 30 days; (2) whether it is appropriate for Qwest to stop
receiving new orders 30 days after the payment due date regardless of disputed
records; and (3) whether it appropriate for Qwest to only wait 60 days after the
payment due date to disconnect end-user's that have not chosen to leave Covad.
While Qwest seeks shorter timeframes, those timeframes do not support good

1 business practices for Covad and/or the end-users seeking Covad's services.
2 Covad is not attempting to avoid making payment when payment is due, we are
3 simply seeking meaningful time to validate that payments should be made for the
4 services rendered.

4 **Q. WHAT DOES COVAD HAVE AT STAKE WHEN BILLING**
5 **TIMEFRAMES ARE TOO STRINGENT?**

6 A. Timing is a critical issue when it comes to bill review. Regardless of what the
7 ultimate time frame is, Covad has a limited amount of time to review a bill,
8 determine whether to dispute any portion of that bill, and pay any undisputed
9 amounts owed. Importantly, a Covad failure to adhere to the billing timelines has
10 significant and negative consequences:

- 11 • Failure to pay on time places a carrier at risk of incurring late
12 payment charges. Late payment charges can result in significant
13 costs to Covad;
- 14 • Failure to pay on time places a carrier at risk of having to provide a
15 deposit, which Qwest estimates the deposit to equal charges for a
16 two-month period;
- 17 • Failure to pay on time can result in discontinuance of processing
18 new orders for Covad and disconnection of the end-users' services
19 through no fault of their own.
- 20 • End-users disconnected without consent will most certainly be
21 unfavorable for Covad.

21 The timeframes set forth by Covad provide adequate incentive for Covad to pay in
22 a timely manner or severe consequences will result. On the flip side, Qwest has no
23 incentive to fix its billing deficiencies given its proposed time frames, and has
24

1 proposed rapid timeframes to stop new orders from Covad, as well as the ability to
2 disconnect Covad end-users even those customers are not at fault.

3 **Q. LETS TAKE THESE THREE PROVISIONS IN ORDER STARTING WITH**
4 **“PAYMENT DUE DATE.” PLEASE PROVIDE IN DETAIL WHY COVAD**
5 **BELIEVES MORE TIME IS NECESSARY UNDER CERTAIN**
6 **CIRCUMSTANCES.**

7 **A.** Let me re-state Covad’s proposed language for section 5.4.3:

8 Amounts payable for any invoice containing (1) line
9 splitting or loop splitting products, (2) a missing circuit ID,
10 (3) a missing USOC, or (4) new rate elements, new services,
11 or new features not previously ordered by CLEC
12 (collectively “New Products”) (items (1)-(4) hereinafter
13 collectively referred to as “Exceptions”) are due and
14 payable within forty-five (45) calendar Days after the date
15 of invoice, or within twenty (20) calendar Days after receipt
16 of the invoice, whichever is later (payment due date).

17 It is also worth noting that Covad does not actually have thirty days
18 to review Qwest bills before payment. Under the terms of the agreement,
19 the clock starts running on the thirty day interval for payment when Qwest
20 prints the date on the invoice. Covad typically receives the invoice five to
21 eight days after the date printed on the invoice, meaning Covad typically
22 has only twenty-two to twenty-five days to conduct a review before
23 incurring late payment charges.

24 The exceptions to Qwest’s proposed payment interval are
25 reasonable for the following reasons: new products call for newly
implemented business rules applied by Qwest that must be validated for
accuracy; missing circuit ID and/or USOC information cause manually
intensive review of the records to validate for accuracy; new rate elements,

1 services, or features again cause Qwest to implement new business rules
2 that must be validated for accuracy. That being said, Covad has proposed
3 language to accommodate a date certain timeframe that Covad's review
4 procedures must be reduced to the 30 day interval – i.e. after 12 months
5 experience. A date certain timeframe calls for Covad to establish efficient
6 billing review procedures that are not easily known upon implementation
7 of “new products”.

7 **Q. QWEST SUGGESTS THAT, WHILE A CIRCUIT ID IS NOT**
8 **PROVIDED ON COVAD'S BILLING RECORDS, THERE IS A**
9 **TRACKING MECHANISM THAT WAS IMPLEMENTED BY**
10 **QWEST THAT SHOULD SUFFICE. CAN YOU COMMENT?**

11 **A.** Let me start with the industry standards for line shared line billings. All
12 the ILECs, except Qwest, track from order entry to billing via a circuit ID
13 for shared loop services (e.g. line splitting, line sharing, loop splitting).
14 The circuit ID is not mysterious or complex; it is nothing more than a
15 tracking mechanism for the services provisioned on a particular loop.

16 In order to make this clear, let me provide a little background.
17 When a carrier submits an order for a loop, Qwest returns a firm order
18 commitment – or FOC – to that carrier. There is a field on the FOC which
19 is identified as the ECCKT field. This ECCKT field contains the circuit
20 ID. Typically, when Covad receives a FOC, its systems pull the circuit ID
21 from the ECCKT field and houses that circuit ID in its databases that
22 maintain the Covad loop inventory. Then, when a bill arrives, the Covad
23 systems pull the circuit ID from the bill and run it against our database

inventory to make sure that it's a current line in service being used by
1 Covad.

2 **Q. DOES QWEST POPULATE THE ECCKT FIELD WHEN**
3 **RETURNING A FOC FOR A LINE SHARED LOOP ORDER?**

4 A. While Qwest does not support the industry standard circuit ID format,
5 Qwest has established what is known as a Telephone Number (TN) circuit
6 ID and populates the ECCKT field on a line shared loop order FOC with
7 this TN circuit ID. While not a "standard" circuit ID, Covad could use this
8 TN circuit ID to validate its line shared loop billing records if Qwest took
9 certain actions.

10 **Q. PLEASE EXPLAIN WHY COVAD CAN USE THE NON-**
11 **STANDARD TN CIRCUIT ID.**

12 A. Covad can use this TN Circuit ID because it is placed in the ECCKT field
13 and meets the requirements for the ECCKT field (does not change the
14 value content). As I mentioned before, the ECCKT field is where all the
15 ILECs place the circuit ID and that's what Covad's systems are designed to
16 pull when a FOC is received. What Qwest neglects to do is pass that TN
17 circuit ID to its back end billing systems so the TN Circuit ID does not
18 show up on the Covad bills and Covad is therefore unable to validate
19 whether Qwest's line shared billings are correct.

20 **Q. DOES QWEST PASS ON THE CIRCUIT ID IN THE ECCKT FIELD**
21 **FOR OTHER PRODUCTS ORDERED BY CLECS?**

22 A. Yes. The ECCKT field is utilized by Qwest for all "other" circuit ID based
23 UNE services and whereby Qwest provides circuit ID on those bills.

24

25

1 Because of that, Covad can validate the other loops that show up on its
2 UNE bills from Qwest. Its only for line shared and line split lines that
3 Qwest unaccountably does not pass on the ECCKT field value to the
4 billing systems.

5 **Q. LETS TALK ABOUT WHAT QWEST DOES TRACK TO FOR SHARED**
6 **LOOP SERVICES. IS COVAD ABLE TO SUPPORT QWEST'S**
7 **MECHANISM?**

8 A. As previously stated, Covad does not receive the circuit identification number for
9 its line shared loops. Instead, Covad is provided with a "unique identification
10 number", which is comprised of Qwest's customer's billing telephone number
11 (i.e., the telephone number identified by Qwest as the "main" line on the customer
12 service record, which may or may not be the telephone number in question
13 (WTN)) plus a unique customer code that Qwest generates and which Qwest
14 assigns to that customer (we call this the BTN number and refer to this Qwest bill
15 deficiency as the "BTN issue"). In the absence of a circuit identification number
16 (regardless of whether it is TN and/or circuit formatted), however, Covad is utterly
17 unable to confirm whether Qwest is billing Covad for a loop it has actually
18 ordered. Covad relies on the provisioned circuit identification number to
19 reconcile its bills because that number accurately reflects the line in question,
20 removing uniquely generated numbers that may or may not be accurately
21 generated and/or provided for by Qwest. The BTN, by contrast, may or may not
22 be the actual circuit provisioned. Given these variables, Covad is subjected to
23 manually intensive review procedures to simply validate the information provided
24 for by Qwest.
25

1 Complicating any effort by Covad to validate using the Qwest provided
2 BTN is the fact that Covad could not build the systematic means to support these
3 variables without documented business rules that Qwest does not house. Also,
4 Covad would be forced to build a unique system to validate Qwest's bills, separate
5 from the system used to validate all other ILEC bills.

5 **Q. COVAD SUGGESTS A LONGER REVIEW PERIOD FOR BILLS**
6 **MISSING UNIVERSAL SERVICE CODES (USOC). PLEASE DESCRIBE**
7 **WHY MISSING USOCS NECESSITATE ADDITIONAL TIME.**

8 A. To preface, Qwest states "Universal Service Order Codes (USOCs) also referred to
9 as Uniform Service Order Codes and Field Identifiers (FIDs) define various
10 network components, interfaces, products and/or services. USOCs and FIDs will
11 allow you to request products/services from Qwest in the most efficient manner
12 and are used to clearly identify each billable service, to *automate billing* and for
13 provisioning." See Exhibit EB-1.

14
15 As noted by Qwest, and understood by the industry, USOCs are the means
16 to not only identify the product/services being ordered but should track to billing
17 such that each service provisioned can be identified and billed appropriately. That
18 said, Qwest systems do not always provide the USOC codes and instead provide
19 the description of the feature(s). This fact causes CLECs to manually review the
20 descriptions provided in order to validate the appropriate billing rates.

21 **Q. WHY ARE USOCS SO IMPORTANT IF QWEST ALSO PROVIDES A**
22 **"PLAIN ENGLISH" DESCRIPTION OF A CHARGE?**

1 A. As an initial matter, while USOC codes are unique, the plain English descriptions
2 may or may not be unique. Yet that is not Covad's primary concern. The greatest
3 impact to Covad (and other CLECs) results from Qwest not uniformly providing
4 the necessary information across its three Regions. When a USOC is expected and
5 one is not provided for by Qwest, Covad systems automatically "tag" that record
6 for manual review because the system has been designed to validate on the USOC.
7 Again, Covad only seeks an exception to the payment process when USOCs are
8 not provided , so we have an opportunity to determine the most efficient means of
9 processing the records. Qwest, on the other hand, has no motivation to improve
10 their systems and bring them in line with industry norms so long as they are
11 allowed to provide no USOC but demand rendered payment within a short period
12 of time.

13 **Q. IS THERE ANYTHING IN THE COVAD BILLING VALIDATION**
14 **PROCESS THAT WOULD ALLOW IT TO GET AROUND THE LACK OF**
15 **USOCS?**

16 A. Unfortunately, no. While Covad does independently validate rates on a per circuit
17 basis, it must reconcile by USOCs as well in order to demonstrate for legal
18 purposes that it engages in appropriate bill validation such that its financial books
19 and records are deemed accurate, reliable and in compliance with governing law
20 (*i.e.*, SOX). Absent this demonstration of individual element and USOC
21 validation, the integrity of Covad's financial books and records could be put into
22 question.

1 Q. LET'S MOVE ONTO THE EXCEPTIONS FOR "NEW RATE
2 ELEMENTS", "NEW SERVICES", OR "NEW FEATURES" NOT
3 PREVIOUSLY ORDERED BY A CLEC. WHY SHOULD COVAD BE
4 ALOTTED MORE TIME TO REVIEW AND RENDER PAYMENT UNDER
5 THESE CIRCUMSTANCES?

6 A. When a CLEC orders new service and/or a new feature, Qwest will assess a new
7 rate element to reflect that new service and/or new feature. In doing so, Qwest
8 must build and implement the business rules to support that new service and/or
9 new feature for the CLEC in question. These business rules will need to be
10 implemented within Qwest billing systems but will also need to be available for
11 Qwest Billing Support Representatives in the event disputes result. In a nut shell,
12 Qwest must make changes to accommodate a CLEC that has never ordered a
13 particular service and/or feature to be sure the billed rates are accurate. Along the
14 same lines, a CLEC will need to implement new business rules to accommodate
15 any changes. Allowing more time to review newly implemented services and/or
16 features that result in new rates makes sense because both Qwest and the CLECs
17 need to accommodate those changes. If issues result as of the newly implemented
18 billable rate, the date certain timeframe imposed by Covad will provide the means
19 to address without hampering the relationship with Qwest and/or Covad's end
20 user.

21 Q. HAS COVAD ATTEMPTED TO USE THE CHANGE MANAGEMENT
22 PROCESS TO RESOLVE THE CIRCUIT ID BILLING ISSUE?

23 A. Yes, but unfortunately to no avail. Covad issued change request # SCR100104-01
24 titled "provide circuit id on billing outputs for the shared loop family of products".
25 Qwest has denied this change citing "economic infeasibility" due to their projected
cost of \$904,000. The denial is so vague that no one can determine the intended

1 changes Qwest believes need to be imposed. Covad has requested these details
2 because as stated above, Qwest already provides the TN formatted circuit ID on
3 the firm order confirmation (FOC) and while it doesn't pass that information to its
4 back-end billing systems, the billing systems are already set up to receive the TN
5 circuit ID format in the ECCKT field. The CMP governing document calls for
6 Qwest to provide more details regarding denials of CRs, so that a possible solution
7 can be negotiated between CLEC and Qwest, and misunderstandings can be
8 avoided. Qwest's denial concerns Covad because there doesn't appear to be any
method for determining a viable solution.

9 **Q. PLEASE PROVIDE MORE DETAIL ABOUT THE CMP.**

10 A. The CMP is the sole method by which CLECs can request that changes be made to
11 Qwest systems (interfaces, backend systems and databases), products, and
12 processes. I've attached hereto as Exhibit EB-2 the governing CMP document
which spells out the scope and purpose of the CMP.

13 **Q. SINCE COVAD AND QWEST HAVE A COMMERCIAL LINE SHARING**
14 **AGREEMENT, DOESN'T THE BTN PROBLEM MOVE TO THAT**
15 **AGREEMENT?**

16 A. No, it does not. All line shared lines on the network as of October 1, 2003 are
17 "grandfathered" in as UNEs and thus are subject to the terms and conditions of our
18 current interconnection agreement, and once approved by the Commission, the
19 interconnection agreement being arbitrated. Only those new lines added on or
20 after October 1, 2003 will be subject to the terms and conditions of the commercial
21 line sharing agreement.

22 **Q. WOULD AN ORDER OUT OF THIS COMMISSION THAT REQUIRED**
23 **ANY KIND OF CHANGE TO A QWEST PRODUCT, PROCESS OR**
24 **SYSTEM SOMEHOW UNDERMINE THE CMP?**

1 A. No. To the contrary, the CMP document clearly delineates and defines a specific
2 category of changes called “regulatory change requests.” As defined in the CMP
3 document itself, a “regulatory CR” is “mandated by regulatory or legal entities,
4 such as the Federal Communications Commission (FCC), a state
5 commission/authority, or state and federal courts. Regulatory changes are not
6 voluntary but are requisite to comply with newly passed legislation, regulatory
7 requirements, or court rulings”. Thus, the CMP clearly contemplates that
8 Commissions will order changes to Qwest processes, products and systems, and
9 that such changes will be effectuated via CMP. So, orders out of this Commission
10 that require changes by Qwest in no way undermines the CMP, but rather are
11 complementary to and a part of the CMP.

12 **Q. IF QWEST WAS MANDATED TO PROVIDE CIRCUIT ID AND USOC**
13 **INFORMATION CONSISTENTLY ON THEIR BILLING RECORDS,**
14 **WOULD COVAD AGREE TO QWEST TIMEFRAME FOR PAYMENT**
15 **WITHIN 30 CALENDAR DAYS?**

16 A. Covad would be willing to support Qwest’s language when the billing records
17 contain these necessary and industry standard validation pieces. As stated above,
18 nothing in CMP would be undermined by a mandate because those changes would
19 be implemented via the “regulatory” change request procedures.

20 **Q. ARE THERE OTHER ASPECTS OF QWEST’S BILLS THAT RENDER**
21 **THEM DIFFICULT TO VERIFY?**

22 A. Yes. The applicable rate (whether non-recurring or recurring) charged by Qwest
23 on UNE bills may be incorrect, requiring an additional validation step. Even more
24 problematic, Qwest may bill the correct monthly recurring charges, but Covad
25 must nonetheless undertake a manual review of the rate because the USOC is the
same even though the rate may differ. For example, in Arizona there are three

1 different zones with three different Commission-approved monthly recurring
2 charges (“MRCs”) for UNE loops. Each DS0 loop MRC is different for each
3 zone, but the USOC for all zones is identical. Consequently, additional time is
4 spent tracking down appropriate rates for the UNEs billed by Qwest.

5 Additionally, all disconnects must be researched manually and individually
6 to make sure that the date requested is the date Qwest actually disconnected the
7 circuit and thus stopped billing Covad. This must be done to ensure that Qwest
8 does not bill for an entire month for a circuit that was disconnected on day 1, day
9 7, day 22, etc. of the particular billing cycle. Given current churn rates, Covad
10 must manually investigate up to **** **BEGIN CONFIDENTIAL** [REDACTED] **END**
11 **CONFIDENTIAL** **** disconnects every month.

12 **Q. HAS COVAD ATTEMPTED TO REMEDY THE DEFICIENCIES IN**
13 **QWEST’S BILLS THAT YOU HAVE IDENTIFIED?**

14 A. Yes, we have. Our request for an extension of the payment time frames is
15 basically a last resort. Our preference, by far, would be to receive bills that did not
16 contain these Qwest generated deficiencies; and to receive bills that we could
17 confidently, completely, and accurately review in a thirty day time frame.
18 However, that is not possible today. For each and every one of the problems I
19 have identified here, Covad has raised it either with Qwest billing personnel or
20 through change management. And, as of the filing date of this testimony, Qwest
21 has been unable to commit to any improvement or correction of the deficiencies
22 and/or errors in the bills it produces.

1 Q. PLEASE EXPLAIN WHETHER YOU BELIEVE THE EXTENSIONS OF
2 TIME SOUGHT BY COVAD WILL INCREASE QWEST'S LIABILITY
3 AND EXPOSURE.

4 A. I don't believe they will increase Qwest's exposure in any significant way.
5 Qwest's recurring UNE charges are billed in advance.¹ So, if you look at Qwest's
6 proposed time frames, you find the following things: (1) CLECs must pay for
7 thirty (30) days worth of services and UNEs on or before the 30th day of those
8 services being provided; (2) Qwest has the right to discontinue processing orders if
9 Covad fails to pay for thirty (30) full days worth of services on or before the 30th
10 day after which a full month's service has been provided; and (3) Qwest has the
11 right to disconnect existing lines if Covad fails to pay for thirty (30) days worth of
12 services on or before the sixtieth (60) day after which a full month's service has
13 been provided.

14 For the first provision, therefore, Qwest wants the monthly payment in full
15 from Covad on or before it even provides a full month's worth of services. While
16 thirty days may be a familiar number with respect to the payment of bills in most
17 industries, the additional terms and conditions imposed by Qwest, as well as their
18 billing deficiencies, make this time frame one-sided and nearly impossible to
19 comply with. As I discussed at length above, these additional factors are not
20 "industry standard."

21 For discontinuance of order processing, Qwest wants to invoke a severe
22 business sanction from which Covad will be challenged to recover if payment for a
23 full month's worth of services is not received on or before thirty days after
24

25 ¹ *In the Matter of the Petition of Covad Communications Company for Arbitration of an
Interconnection Agreement with Qwest Corporation Pursuant to 47 U.S.C. § 252(b)*; OAH Docket
No. 3-2500-15908-4; MPUC Docket No. P-5692, 421/IC-04-549, Transcript of Hearings, Volume
II, pp. 36-37, September 21, 2004.

1 providing a full month of service. And with respect to the disconnection time
2 frames, Qwest wants the power to invoke that ultimate business sanction from
3 which Covad likely cannot recover if payment for a full month's worth of services
4 is not received on or before sixty days after providing a full month of service.

4 **Q. SINCE, ACCORDING TO QWEST, EVEN THE THIRTY DAYS OPENS IT**
5 **UP TO LIABILITY AND EXPOSURE, WHAT HAS QWEST DONE TO**
6 **ENSURE THAT IT IS PROTECTED IN THE EVENT OF NON-**
7 **PAYMENT?**

8 A. As evidenced by the above, Qwest has little to no exposure because there are still
9 deadlines that Covad must meet in order to continue receiving services from
10 Qwest. Setting that aside, Qwest has stood firm on their proposal with no room
11 for negotiation. Qwest has not attempted to provide a sufficient alternative
12 solution(s) either in this proceeding and/or change management. Absent a
13 Commission order adopting Covad's proposal, Qwest has no incentive to address
14 the issues identified above.

14 **Q. LET'S MOVE ON TO THE SECOND TIMEFRAME AT ISSUE. PLEASE**
15 **EXPLAIN WHY THE QWEST PROPOSED TIME FRAME FOR**
16 **DISCONTINUANCE OF ORDER PROCESSING IS UNREASONABLE.**

17 A. To be clear, Covad's proposal requests 30 calendar days more than the Qwest
18 proposal before Qwest can stop accepting new orders from Covad. To emphasize,
19 these new orders are from end-users that seek Covad's services, thus Covad has
20 the incentive to pay all undisputed bills in a timely manner. If you consider that
21 Qwest bills recurring UNE charges in advance, Covad's proposed timeframe is
22 especially reasonable.

23 It is critical to understand that all these provisions give Qwest the power to
24 destroy, if it so chooses, Covad's business in the state of Arizona. There is no
25

1 way for Covad to recover from any wide-spread or extended cessation of its
2 ability to place orders or from any kind of wide-spread disconnection of its
3 existing customers. That kind of disruption to a company's business can be fatal,
4 and there is no amount of money that can compensate Covad for that kind of
5 disruption -- not that such money would be available, given the limitations on
6 liability in the agreement to be approved that are not disputed between the parties.
7 While Qwest has every right to be concerned about receiving payment to which it
8 is legitimately entitled, that concern pales in comparison to Covad's concern about
protecting the viability of its business in the event of a billing dispute.

9 **Q. WHAT ABOUT THE "DISCONNECTION OF SERVICE" TIMEFRAME**
10 **COVAD SEEKS, WHY DO YOU BELIEVE THIS IS WARRANTED?**

11 A. Covad's proposal differs from Qwest by 30 additional days. Covad seeks the
12 additional time to protect an end user from being disconnected unnecessarily. As
13 previously stated, involuntary disconnections will do great harm to Covad's
14 business and its reputation within the industry. It is therefore critical that
15 disconnection is not used as a method to obtain leverage in billing or other
16 disputes between the parties.

17 **Q. WHY DOES COVAD SEEK SUCH PROTECTION? HAS THERE BEEN**
18 **ANY EVIDENCE OF QWEST NON-COMPLIANCE WITH BILLING**
19 **DISPUTES?**

20 A. Yes. A perfect example is Covad's dispute of DS3 UDIT billing in the state of
21 Arizona. In June of 2002, the Arizona Commission ("ACC") approved permanent
22 rates for Qwest's dedicated interoffice transport product -- or UDIT -- (the
23 "permanent" rates). In December 2002, ACC Staff and CLECs alerted the
24

1 Commission that the rates approved for UDIT – both DS1 and DS3 -- included
2 entrance facilities as well as transport. In light of that error, the ACC instructed
3 the parties to relitigate the UDIT rates in a May 2003 hearing. In October 2003,
4 the ACC ruled that the “new” DS3 UDIT rates should be set at the old UDIT rates
5 and that the “new” rate should be effective as of June 2002.

6 Approximately two months *after* the ACC concluded that there was an
7 error in the UDIT rates and had remanded the UDIT rates back to the
8 Administrative Law Judge for further proceedings, Covad received a demand from
9 Qwest to pay the true up amount for its DS3 UDITs in Arizona. The true up
10 amount was calculated by Qwest as the difference between the old, interim rates
11 and the then disputed “permanent” rates. Because the ACC had placed the
12 “permanent” DS3 UDIT rates at issue, Covad disputed the true up invoice on the
13 grounds that the true up claim was premature since the “permanent” rate was going
14 to be relitigated in May of 2003. Despite independently knowing full well that the
15 rate was not final and was likely to be changed, and despite being reminded of that
16 fact by Covad in its notices of dispute, Qwest continued to request payment of the
17 true up amounts – even though Covad disputed the request for payment of a true
18 up every single month and provided the very same clear and concise reason. It
19 took over ten (10) months of disputing the true up invoice before Qwest
20 acknowledged the dispute and that any claim for payment would await resolution
21 by the ACC.

22 Plainly, Qwest did not consider the amount to be disputed in light of its
23 repeatedly renewed request that Covad pay the true up amount. Under the Qwest
24 proposal, Covad’s legitimate reason for non-payment of the true up amount could
25

1 have resulted in Qwest discontinuing the processing of orders and/or actually
2 disconnecting circuits. Under its proposal, Qwest also could have demanded a
3 deposit from Covad and payment of a reconnect charge for those circuits that had
4 been disconnected. In light of the magnitude of Qwest's self-help remedies,
Covad needs and deserves the protection it seeks here.

5 **Q. EXPLAIN WHY COVAD'S PROPOSED PAYMENT, ORDER**
6 **DISCONTINUANCE, AND SERVICE DISCONNECTION PROVISIONS**
7 **ARE REASONABLE AND SHOULD BE ADOPTED.**

8 A. In summary, what is reasonable (and therefore should be included in the
9 interconnection agreement) cannot be determined in the abstract. To the contrary,
10 reasonableness must be evaluated against the task that Covad faces, and the
11 severity of the consequences resulting from late payment, discontinuance of order
12 processing, and disconnection of services. The Covad proposed billing time frames
13 should be adopted because without them, Qwest is provided no incentive to
14 address the billing deficiencies highlighted by Covad, can rapidly halt new orders
15 sought by end-users seeking Covad services, and possibly disconnections
16 processed in error, again impacting an end user.

17 It is important to keep in mind that the interconnection agreement must
18 provide for safeguards that will allow Covad to work around situations that may
19 benefit Qwest at Covad's expense. These safeguards are becoming ever more
20 important as Qwest apparently is now attempting to modify its PAP obligations,
21 and eliminate the industry forum dedicated to improvements in the performance
22 measures (PIDs). Covad's proposed billing time frames provide that safeguard,
23 and should be approved by the Commission.

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Q. TO WHAT END WOULD COVAD PUT THE ADDITIONAL TIME IT SEEKS IN CONNECTION WITH THE DISCONTINUANCE OF ORDER PROCESSING OR DISCONNECTION OF EXISTING LINES?

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A. Because of the devastating impact of these remedies on Covad's business, a top priority for Covad if it had the additional time we request would be to determine the appropriate course of action, and then prepare the appropriate documents necessary to pursue relief at the individual state or commission level. As most lawyers know, complaints and petitions generally cannot be put together overnight, and where any type of injunctive relief is sought (which would be the case if Covad were faced with a discontinuance of order processing or disconnection of services) there is a tremendous amount of work and factual and legal research that accompanies any kind of filing along these lines. In summary, therefore, Covad would use its time to determine how best to protect its interest and then take the legal/regulatory steps necessary to ensure that its business is protected to the maximum extent possible.

Q. DO YOU AGREE WITH QWEST CLAIM THAT ITS PROPOSED BILLING TIME FRAMES ARE STANDARD IN THE INDUSTRY?

A. Not in the wholesale Industry. The industry standard that Qwest talks about is really the standard that was developed for access products ordered and paid for by the large IXCs. And as the Commission well knows, the IXCs and the ILECs have had over twenty (20) years to correct errors and deficiencies in the billing media and format used for the billing of access services. There are industry standards and standard billing formats that have been in use for decades for companies ordering access services, and the years of experience and work by industry stake

holders probably have resulted in a billing process that would allow adequate
1 billing review within a thirty day time frame.

2
3 Unfortunately, the wholesale competitive market place has not yet had the
4 years "under its belt" to get to the same place and, consequently, additional time is
5 required in order to permit adequate bill review. As it stands today, at least twelve
6 (12) Covad employees have involvement in the review and verification of the
7 monthly bills that we receive from Qwest, as well as employees of the independent
8 contractor Covad has retained to investigate other Qwest and ILEC billing issues.

9 The idea that, after just a couple of years of wholesale competition, CLECs
10 resolved all of their billing issues with Qwest in 271 proceedings is ridiculous.
11 While that proceeding was helpful in resolving many issues with Qwest, all
12 carriers, including Covad and Qwest, are still gaining valuable experience with
13 respect to wholesale billing processes. Just like the legal issues surrounding the
14 Telecommunications Act of 1996 and local competition, the billing issues will take
15 time to completely resolve. At the time Qwest's long distance entry was
16 considered, most carriers, including Covad, were not yet aware of the full scope of
17 the issues surrounding bill verification with Qwest.

18 **Q. DOES THIS CONCLUDE YOUR DIRECT TESTIMONY?**

19 **A.** This concludes my Direct Testimony, however, I anticipate filing all responsive
20 testimony permitted by the Commission, and being presented for cross
21 examination at the hearing on the merits.
22
23
24
25

EXHIBIT

EB-1

LOCAL PHONE SERVICE INTERNET/DSL WIRELESS LONG DISTANCE TV SERVICES
CUSTOMER SERVICE SEARCH



CONTACT US

Wholesale

Resources

[USOC and FID Find](#)

[Qwest USOC/FID Finder](#)

Universal Service Order Codes (USOCs) & Field Identifiers (FIDs) Overview - V4.0

[Overview](#)

[History Log](#)

[FID Find](#)

Description

[USOC Search](#)

[Product Family List](#)

Universal Service Order Codes (USOCs) also referred to as Uniform Service Order Codes and Field Identifiers (FIDs) define various network components, interfaces, products and/or services. USOCs and FIDs will allow you to request products/services from Qwest in the most efficient manner and are used to clearly identify each billable service, to automate billing and for provisioning.

FIDs are also used to identify important attributes of service beyond those described by the USOCs.

USOCs and FIDs are standard coded data elements, developed and owned by Telcordia™ Technologies using COMMON LANGUAGE® Service Information.

Universal Service Order Codes (USOCs)

A USOC can be three or five alphanumeric characters. For example:

69J	Call Forwarding Busy Line - All Calls Unrestricted
69B1X	Call Forwarding Busy Line - In-Only Restricted

USOCs may also be referred to as Line Level USOC and/or Account Level USOCs. These are described as follows:

- Line Level USOCs - USOCs associated with a particular line or circuit. They may represent a line or circuit to which facilities are assigned or they may represent a feature associated with the line, for example:
 - USR - Unbundled Network Element - Platform (UNE-P) Plain Old Telephone Service (POTS) Line
 - 1FB - Business POTS line, Retail or Resale
 - 1FR - Residence POTS line, Retail or Resale
 - ESM - Call Forwarding Variable
 - MBB - Voice Messaging Mailbox
 - NSD - Caller ID
- Account Level USOCs aka Non Line Level USOCs- USOCs associated with an account, for example:
 - UHR - UNE-P POTS Class of Service
 - PGOCC - Custom Choice Package
 - HYE - Centrex Plus common block

USOC Characteristics

All alphanumeric characters may be used with the following exceptions:

- The numerical number zero (0) is not used
- The alpha letter "I" is not used

Field Identifiers (FIDs)

FIDs further describe specific attributes conveying the parameters necessary to provision the product or service and consists of at least two and a maximum of four alphanumeric characters. Formatting FIDs follow USOCs and will also follow other FIDs as needed. Examples of USOC and FID combinations are as follows:

- 69J/TN NPA-NNN-NNNN (Call Forwarding Busy Line-All Calls Unrestricted on Telephone Number (TN), including the NPA)
- 69J/TN NPA-NNN-NNNN/CFNB NPA-NNN-NNNN (Call Forwarding Busy Line-All Calls Unrestricted on Telephone Number (TN), including the NPA and Call Forwarding Number Busy Line (CFNB) including the telephone number to forward to)

The first two FID characters are always alphabetic, the last two may be alphabetic or numeric. Alphabetic characters cannot appear after a numeric character. Following is an example:

Valid FID Formats	Invalid FID Formats
TN CFW CFNB	T4 T4T 4TN4

[Back to Top](#)

Qwest USOC/FID Finder

Qwest uses USOCs and FIDs to process your service requests. Use the USOC/FID Finder as your source to identify USOC and FID details for all Qwest products and services. With the USOC/FID Finder you can perform the following:

- FID Search to review Qwest FID information.
- USOC Search for Qwest USOC information.
- Product Family List to display category listings of all Qwest Product Families and associated product offerings.

If the data or format of your USOC and/or FID is improper (e.g., exceeds maximum characters, unnatural breaks or spaces, alpha characters that should be numeric, or numeric characters that should be alpha) your service request can be delayed.

The USOC/FID Finder contains USOCs/FIDs approved by Telcordia and used by Qwest.

Refer to Individual Wholesale Products and Services for specific USOCs and FIDs.

[Back to Top](#)

Availability

USOCs and FIDs exist throughout Qwest's 14-state local service territory.

[Back to Top](#)

Contacts

For additional information, contact your Qwest Service Manager.

Last Update: December 6, 2002

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SEARCH



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EXHIBIT

EB-2

Exhibit EB-2
Qwest Wholesale Change Management Process Document – 04-19-04

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	SCRIP	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.

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."

Exhibit EB-2
Qwest Wholesale Change Management Process Document – 04-19-04

Line #	Version - Filename	Effective Date	Change			Update Activity
			Section #	Section Name	Subsection Name	
16	MasterRedlineCLEAN050202	05-02-02	5.1	Change Request Process	Changes 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	SCRIP	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

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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Exhibit EB-2
Qwest Wholesale Change Management Process Document – 04-19-04

Line #	Version - Filename	Effective Date	Change				Update Activity
			Section #	Section Name	Subsection Name	Change Name	
				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	QwestWhsIChgMgtDoc091302	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.

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."

**Exhibit EB-2
Qwest Wholesale Change Management Process Document – 04-19-04**

Line #	Version - Filename	Effective Date	Change			Update Activity
			Section #	Section Name	Subsection Name	
50			2.4.4	Managing the Change Management Process	Document 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	QwestWhsIChgMgtDoc100902	10-09-02	All			Added language and accepted CLEAN-UP changes and additions from 10-08-02 and 10-09-02 Redesign Meetings.
60	QwestWhsIChgMgtDoc101502	10-15-02	17.0			Added language proposed by AT&T and accepted by Qwest and WorldCom on 10-15-02.
61	QwestWhsIChgMgtDoc010603	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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Exhibit EB-2
Qwest Wholesale Change Management Process Document – 04-19-04

Line #	Version - Filename	Effective Date	Change				Update Activity
			Section #	Section Name	Subsection Name		
63			5.0	Change Request Process	Level 2 Process/Deliverables	Product/Process Meeting	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	Product/Process Meeting	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	Product/Process Meeting	Modified language as approved by unanimous CMP vote at December 18, 2002, Monthly CMP Product/Process Meeting
66	QwestWwhsChgMgtDoc053003	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	QwestWwhsChgMgtDoc061803	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	QwestWwhsChgMgtDoc121103	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	QwestWwhsChgMgtDoc041904	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

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Qwest Wholesale Change Management Process Document -

CHANGE MANAGEMENT PROCESS (CMP) FOR LOCAL SERVICES

TABLE OF CONTENTS

1.0	INTRODUCTION AND SCOPE	13
2.0	MANAGING THE CHANGE MANAGEMENT PROCESS	15
2.1	Managing the Change Management Process Document	15
2.2	Change Management Point-of-Contact (POC)	15
2.3	Change Management POC List	16
2.4	Qwest CMP Responsibilities	16
2.4.1	CMP Manager	16
2.4.2	Change Request Project Manager (CRPM)	16
2.4.3	Escalation/Dispute Resolution Manager	16
2.4.4	Implementation Obligations	17
2.4.5	Adherence to this CMP	17
2.5	Method of Communication	17
2.6	CMP Relationship with Management of Performance Indicator Definitions (PIDs)	18
3.0	CHANGE MANAGEMENT PROCESS MEETINGS	20
3.1	Meeting Materials (Distribution Package) for Monthly Change Management Process Meetings	20
3.2	Meeting Minutes for Change Management Process Meetings	21
3.3	Qwest Wholesale CMP Web Site	21
4.0	TYPES OF CHANGE	23
4.1	Regulatory Change	23
4.2	Industry Guideline Change	23
4.3	Qwest Originated Change	23
4.4	CLEC Originated Change	23
5.0	CHANGE REQUEST PROCESS	24
5.1	CLEC-Qwest OSS Interface Change Request Process	24
5.1.1	Regulatory or Industry Guideline Change Request	24
5.1.2	Implementation of Regulatory CRs	25
5.1.3	Industry Guideline Change Request	26

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 – 04-19-04

5.1.4	Systems Change Request Origination Process	26
5.2	CLEC-Qwest OSS Interface Change Request Lifecycle	29
5.2.1	Business and Systems Requirements	29
5.2.2	Packaging	29
5.2.3	Design	30
5.2.4	Commitment	30
5.2.5	Code & Test	30
5.2.6	Deployment	30
5.3	CLEC Originated Product/Process Change Request Process	33
5.3.1	Implementation Notification	35
5.4	Qwest Originated Product/Process Changes	35
5.4.1	Level 0 Changes	36
5.4.2	Level 1 Changes	36
5.4.3	Level 2 Changes	38
5.4.4	Level 3 Changes	39
5.4.5	Level 4 Changes	42
5.5	Postponement and Arbitration of a Product/Process Change	44
5.5.1	Timeframe for Request for Postponement	44
5.5.2	Process for Initiating a Postponement Request	45
5.5.3	Qwest's Determination of Postponement Request	46
5.5.4	Optional Arbitration Process for Interim Postponement of Disputed Changes while Dispute Resolution Proceeds	47
5.6	Comparability of Change Request Treatment	51
5.7	Crossover Change Requests	51
5.8	Change Request Status Codes	52
5.9	Change Request Designations	54
6.0	OSS INTERFACE RELEASE CALENDAR	55
7.0	INTRODUCTION OF A NEW OSS INTERFACE	56
7.1	Introduction of a New Application-to-Application Interface	56
7.1.1	Initial Release Notification	56
7.1.2	CLEC Comments to Initial Release Notification	56
7.1.3	Qwest Response to CLEC Comments	56
7.1.4	Preliminary Implementation Plan Review Meeting	57
7.1.5	Draft Interface Technical Specifications	57
7.1.6	Walk Through of Draft Interface Technical Specifications	57
7.1.7	CLEC Comments on Draft Interface Technical Specifications	57
7.1.8	Qwest Response to CLEC Comments	58
7.1.9	Final Interface Technical Specifications	58
7.2	Introduction of a New GUI	58

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."

7.2.1	Initial Release Notification	58
7.2.2	Draft Release Notes	59
7.2.3	GUI Overview Meeting	59
7.2.4	CLEC Comments	59
7.2.5	Qwest Response to CLEC Comments	59
7.2.6	Final Release Notes	59
8.0	CHANGE TO AN EXISTING OSS INTERFACE	62
8.1	Application-to-Application Interface	63
8.1.1	Draft Interface Technical Specifications	63
8.1.2	Walk Through of Draft Interface Technical Specifications	64
8.1.3	CLEC Comments on Draft Interface Technical Specifications	64
8.1.4	Qwest Response to CLEC Comments	64
8.1.5	Final Interface Technical Specifications	64
8.1.6	Joint Testing Period	65
8.1.7	Release Documentation Addenda	65
8.2	Graphical User Interface (GUI)	65
8.2.1	Draft GUI Release Notes	65
8.2.2	CLEC Comments on Draft Interface Release Notification	66
8.2.3	Qwest Response to Comments	66
8.2.4	Content of Final Interface Release Notification	66
9.0	RETIREMENT OF AN EXISTING OSS INTERFACE	70
9.1	Application-to-Application OSS Interface	70
9.1.1	Initial Retirement Notification	70
9.1.2	CLEC Comments to Initial Retirement Notification	70
9.1.3	Qwest Response to Comments	70
9.1.4	Final Retirement Notification	70
9.1.5	Comparable Functionality	71
9.2	Graphical User Interface (GUI)	71
9.2.1	Initial Retirement Notification	71
9.2.2	CLEC Comments to Initial Retirement Notification	71
9.2.3	Qwest Response to Comments	72
9.2.4	Comparable Functionality	72
9.2.5	Final Retirement Notification	72
10.0	PRIORITIZATION	75
10.1	Test Environment Releases	75
10.2	Regulatory Change Requests	75
10.2.1	Regulatory Changes	75
10.2.2	Industry Guideline Changes	76

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."

10.2.3	Regulatory Change Implementation	76
10.3	Prioritization Process	76
10.3.1	Prioritization Review	76
10.3.2	Ranking Process	77
10.3.3	Ranking Tabulation Process	77
10.3.4	Ranking of Late Added CRs	77
10.3.5	Withdrawal of Prioritized CRs	78
10.4	Special Change Request Process (SCRP)	79
10.4.1	SCRP Request Form	79
10.4.2	Qwest Acknowledges SCRП Request Receipt with a Confirmation E-mail	80
10.4.3	Process Fee Invoice	80
10.4.4	SCRP Review Meeting	80
10.4.5	Preliminary SCRП Quote and Review Meeting	80
10.4.6	Firm SCRП Quote and Review	82
10.4.7	Payment Schedule	82
10.4.8	Applicable SCRП Charges	82
11.0	APPLICATION-TO-APPLICATION INTERFACE TESTING	83
11.1	Testing Process	84
12.0	PRODUCTION SUPPORT	85
12.1	Notification of Planned Outages	85
12.2	Newly Deployed OSS Interface Release	85
12.3	Request for a Production Support Change	85
12.4	Reporting Trouble to IT	87
12.4.1	Systems Problem Requiring a Workaround	88
12.5	Severity Levels	88
12.6	Status Notification for IT Trouble Tickets	90
12.7	Notification Intervals	91
12.8	Process Production Support	92
12.8.1	Reporting Trouble to the ISC	92
12.8.2	Multiple Tickets	93
12.8.3	Work Arounԁs	94
12.8.4	Transfer Issue from WSD to ITWSHD	94
12.9	Communications	95
13.0	TRAINING	96
13.1	Introduction of a New GUI	96
13.2	Changes to an Existing GUI	96
13.3	Product and Process Introductions and Changes	96
14.0	ESCALATION PROCESS	97

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."

14.1	Guidelines	97
14.2	Cycle	97
15.0	DISPUTE RESOLUTION PROCESS	99
16.0	EXCEPTION PROCESS	100
16.1	Exception Initiation and Acknowledgement	100
16.1.1	Requestor Submits an Exception Request	100
16.1.2	Tracking of an Exception Request	101
16.2	Exception Notification	101
16.2.1	Pre-Meeting	101
16.2.2	Conduct Exception Call/Meeting	102
16.3	Notification of Exception Request Discussion and Vote at Upcoming Monthly CMP Meeting	102
16.3.1	Discussion and Vote Taken at the Monthly CMP Meeting	103
16.4	Vote on Exception Request	103
16.5	Exception Request Disposition Notification	104
16.6	Processing of the Exception Disposition	104
17.0	VOTING	105
17.1	Voter	105
17.2	Participation in the Vote	106
17.2.1	A Carrier is Entitled To a Single Vote	106
17.3	Notification of Vote	106
17.3.1	Notification Content	106
17.4	Voting Procedures	106
17.4.1	Quorum	106
17.4.2	Casting Votes	107
17.4.3	E-mail Ballots	107
17.4.4	Voting Tally Form	108
18.0	OVERSIGHT REVIEW PROCESS	109
18.1	Guidelines	109
18.2	Issue Submission	109
18.3	Issue Resolution	110
18.3.1	Response	110
18.3.2	Issue Meeting	110
18.3.3	Election to Pursue Issue with CMP Oversight Committee	111
18.3.4	Escalation or Dispute Resolution	111
18.4	CMP Oversight Committee	111
18.4.1	Membership	111
18.4.2	Role of the CMP Oversight Committee	111

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 Wholesale Change Management Process Document – 04-19-04

18.4.3	Meetings of the CMP Oversight Committee	111
18.4.4	Submission of Oversight Review issues to the CMP Oversight Committee	112
18.4.5	CMP Oversight Review	112
18.4.6	Status and Recommendations of the CMP Oversight Committee	112
APPENDIX A: SAMPLE - IMA 11.0 RANK ELIGIBLE CRS		113
APPENDIX B: SAMPLE - IMA 11.0 INITIAL PRIORITIZATION FORM		114
APPENDIX C: SAMPLE - IMA 11.0 INITIAL PRIORITIZATION LIST		115
APPENDIX D: SAMPLE CHANGE REQUEST FORM – AS OF 09/16/02		116
APPENDIX E: SPECIAL CHANGE REQUEST PROCESS (SCRP) REQUEST FORM		120
APPENDIX F: CLEC-QWEST VOTING TALLY FORM		123
DEFINITION OF TERMS		124

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TABLE OF FIGURES

FIGURE 1: IMA SOFTWARE DEVELOPMENT TIMELINE	32
FIGURE 2: INTRODUCTION OF A NEW APPLICATION-TO-APPLICATION OSS INTERFACE TIMELINE	60
FIGURE 3: INTRODUCTION OF A NEW GRAPHICAL USER INTERFACE (GUI) TIMELINE	61
FIGURE 4: RELEASE EXTENSION ILLUSTRATIVE TIMELINE	67
FIGURE 5: CHANGES TO AN EXISTING APPLICATION-TO-APPLICATION OSS INTERFACE TIMELINE	68
FIGURE 6: CHANGES TO AN EXISTING GRAPHICAL USER INTERFACE (GUI) TIMELINE	69
FIGURE 7: RETIREMENT OF AN EXISTING APPLICATION-TO-APPLICATION OSS INTERFACE TIMELINE	73
FIGURE 8: RETIREMENT OF AN EXISTING GRAPHIC USER INTERFACE TIMELINE	74

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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.

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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 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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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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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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Qwest Wholesale Change Management Process Document – 04-19-04

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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3.0 CHANGE MANAGEMENT PROCESS MEETINGS

Change Management Process meetings will be conducted on a regularly scheduled basis, 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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Qwest Wholesale Change Management Process Document – 04-19-04

- 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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Qwest Wholesale Change Management Process Document – 04-19-04

- 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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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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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

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Qwest Wholesale Change Management Process Document – 04-19-04

CR type will 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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Qwest Wholesale Change Management Process Document – 04-19-04

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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Qwest Wholesale Change Management Process Document – 04-19-04

- 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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Qwest Wholesale Change Management Process Document – 04-19-04

- “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.

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.

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Qwest Wholesale Change Management Process Document – 04-19-04

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 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

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Qwest Wholesale Change Management Process Document – 04-19-04

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 Release 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 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 .

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Qwest Wholesale Change Management Process Document – 04-19-04

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.

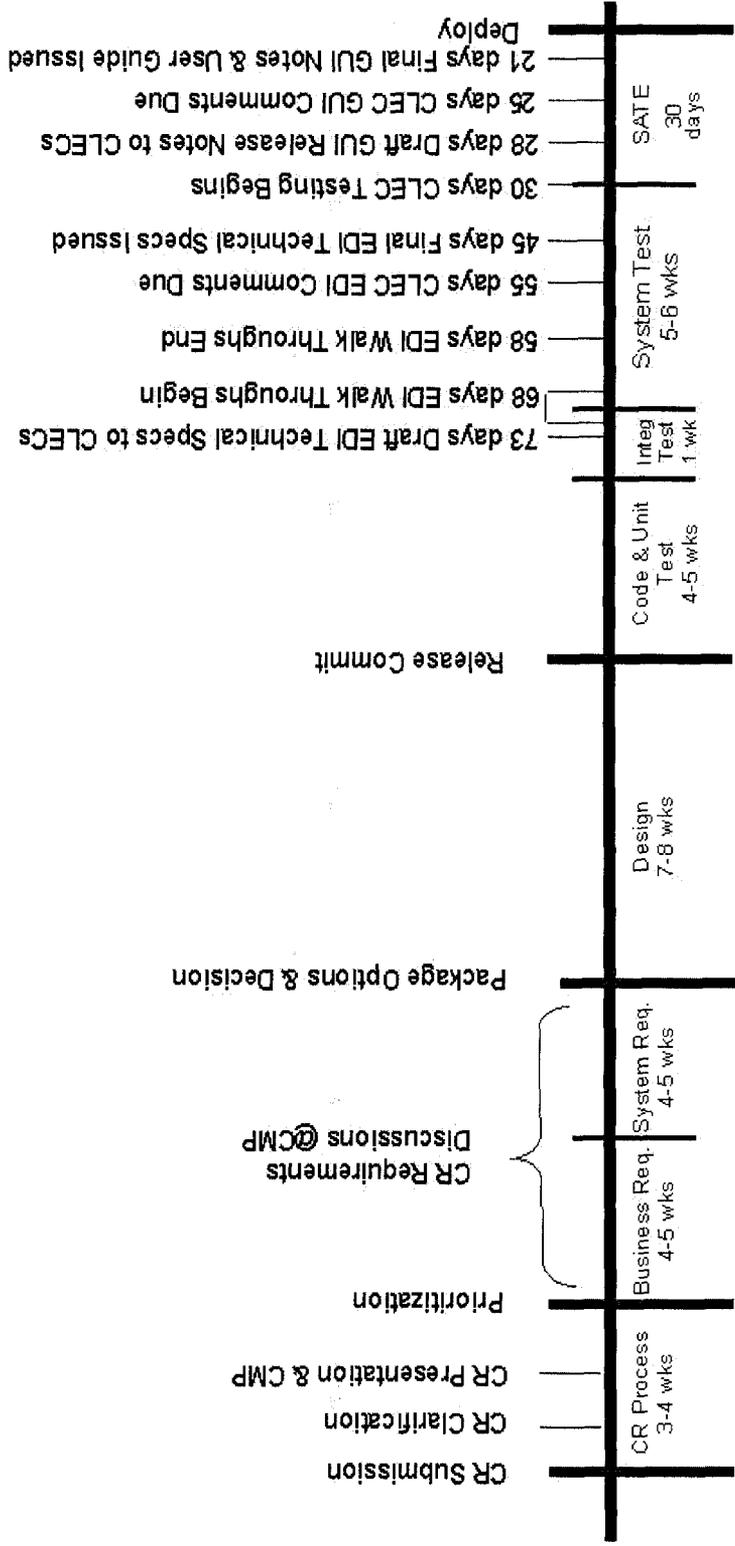
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Figure 1: IMA Software Development Timeline

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 – 04-19-04

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

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Qwest Wholesale Change Management Process Document – 04-19-04

CLEC 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. 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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Qwest Wholesale Change Management Process Document – 04-19-04

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 – 04-19-04

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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Qwest Wholesale Change Management Process Document – 04-19-04

Level 1 Change Categories are:

- 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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Qwest Wholesale Change Management Process Document – 04-19-04

5.4.3 Level 2 Changes

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 Wholesale Change Management Process Document – 04-19-04

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

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Qwest Wholesale Change Management Process Document – 04-19-04

will provide initial notification of Level 3 changes at least thirty-one (31) calendar days prior to implementation.

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.,

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Qwest Wholesale Change Management Process Document – 04-19-04

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.

- 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)

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Qwest Wholesale Change Management Process Document – 04-19-04

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.

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:

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Qwest Wholesale Change Management Process Document – 04-19-04

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

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

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Qwest Wholesale Change Management Process Document – 04-19-04

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.

- 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.

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Qwest Wholesale Change Management Process Document – 04-19-04

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.

5.5.1.2 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

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Qwest Wholesale Change Management Process Document – 04-19-04

- Whether and how the CLEC alleges that the proposed change violates its interconnection agreement(s) or any applicable commission rules or any applicable law.

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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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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Qwest Wholesale Change Management Process Document – 04-19-04

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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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 cmpesc@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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Qwest Wholesale Change Management Process Document – 04-19-04

- 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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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 Wholesale Change Management Process Document – 04-19-04

- 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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Qwest Wholesale Change Management Process Document – 04-19-04

- 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 agreement by the participants in the Monthly CMP Meeting. 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.

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Qwest Wholesale Change Management Process Document – 04-19-04

- 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.

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 SCRCP request
- “X” - Crossover CR

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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.

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."

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."

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."

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."

- 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:

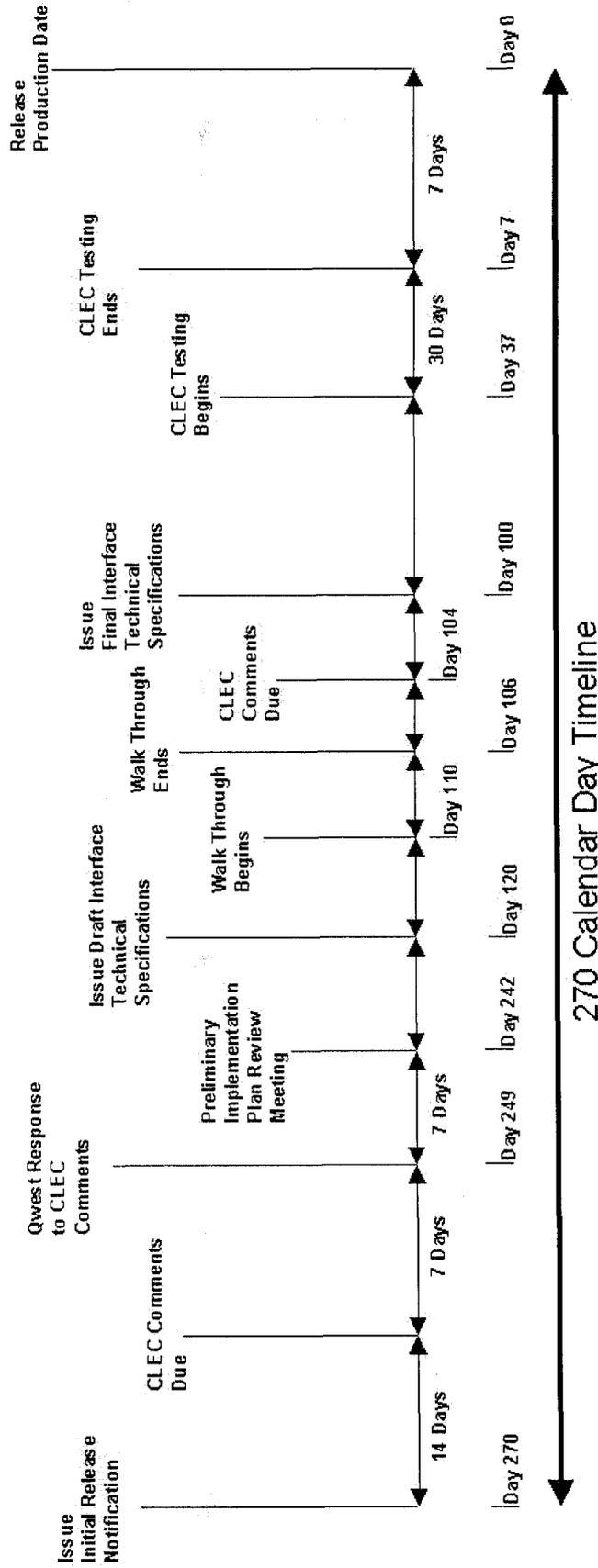
- A summary of changes from the Draft Release Notes notification, including type of changes (e.g., documentation change, clarification, business rule change).
- Final User Guide
- Final Training information
- Final Release Production Date.
- Qwest response to CLEC comments

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

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

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



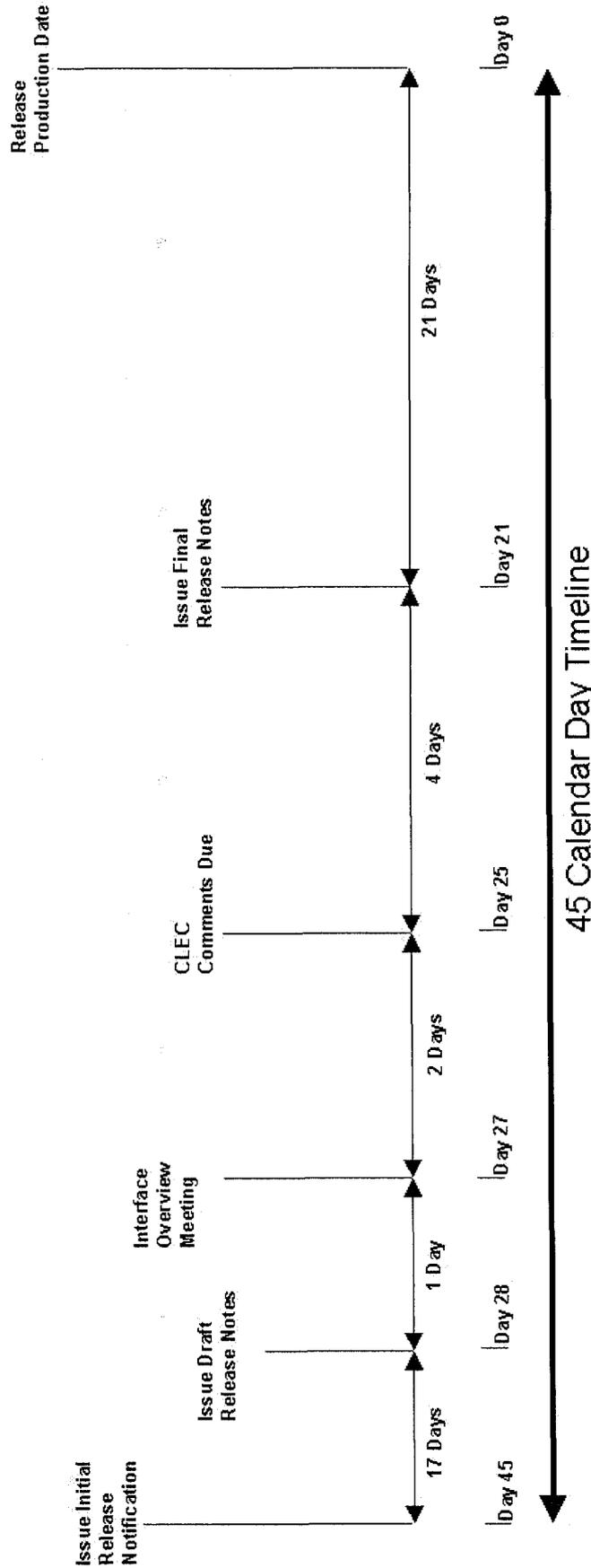
The events listed above are intended to occur on business days. If the date on which any event is scheduled to occur falls on a weekend or holiday, then Qwest and the CLECs may negotiate a revised timeline.

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

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

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."

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 IMA 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."

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 Release Production 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."

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 Release Production Date and fifty-eight (58) calendar days prior to the planned 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 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 Release Production 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 Release Production 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 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 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 Release, 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."

Qwest Wholesale Change Management Process Document – 04-19-04

- Joint Testing Period
- Final Release Production Date

Qwest will issue Final Interface Technical Specifications no later than forty-five (45) calendar days before the final Release Production 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."

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

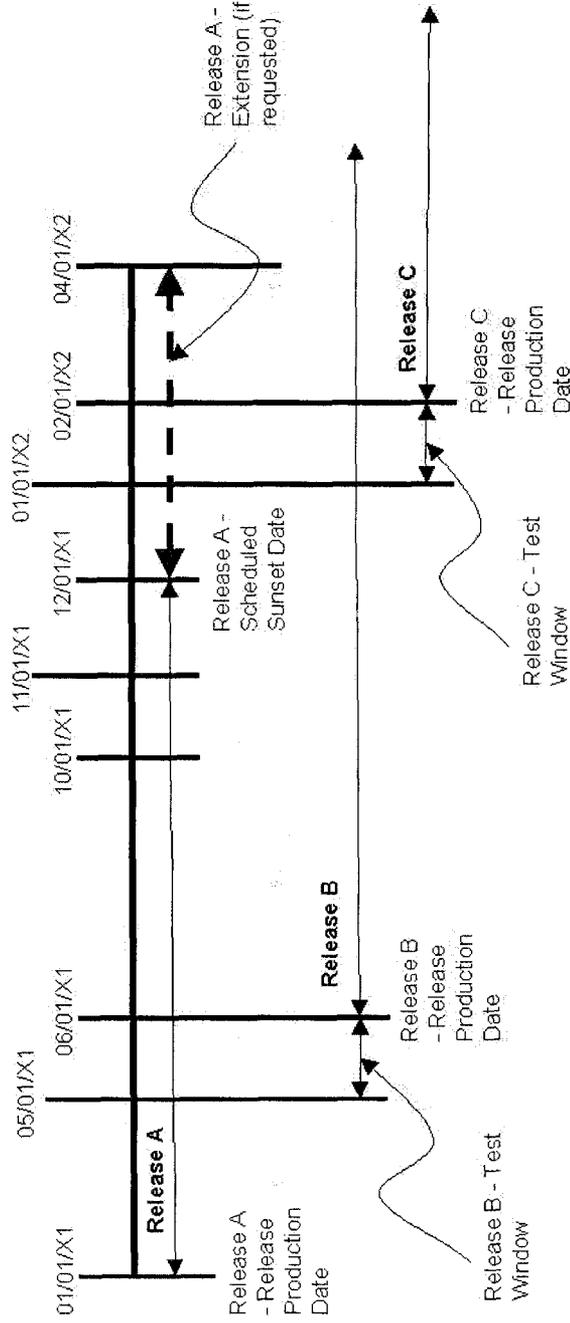
Qwest will issue the Final Interface Release Notification no later than twenty-one (21) calendar days before the final Release Production Date. Qwest will post this information on the CMP Web site. Production support type changes that occur without advance notification will be posted within 24 hours 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

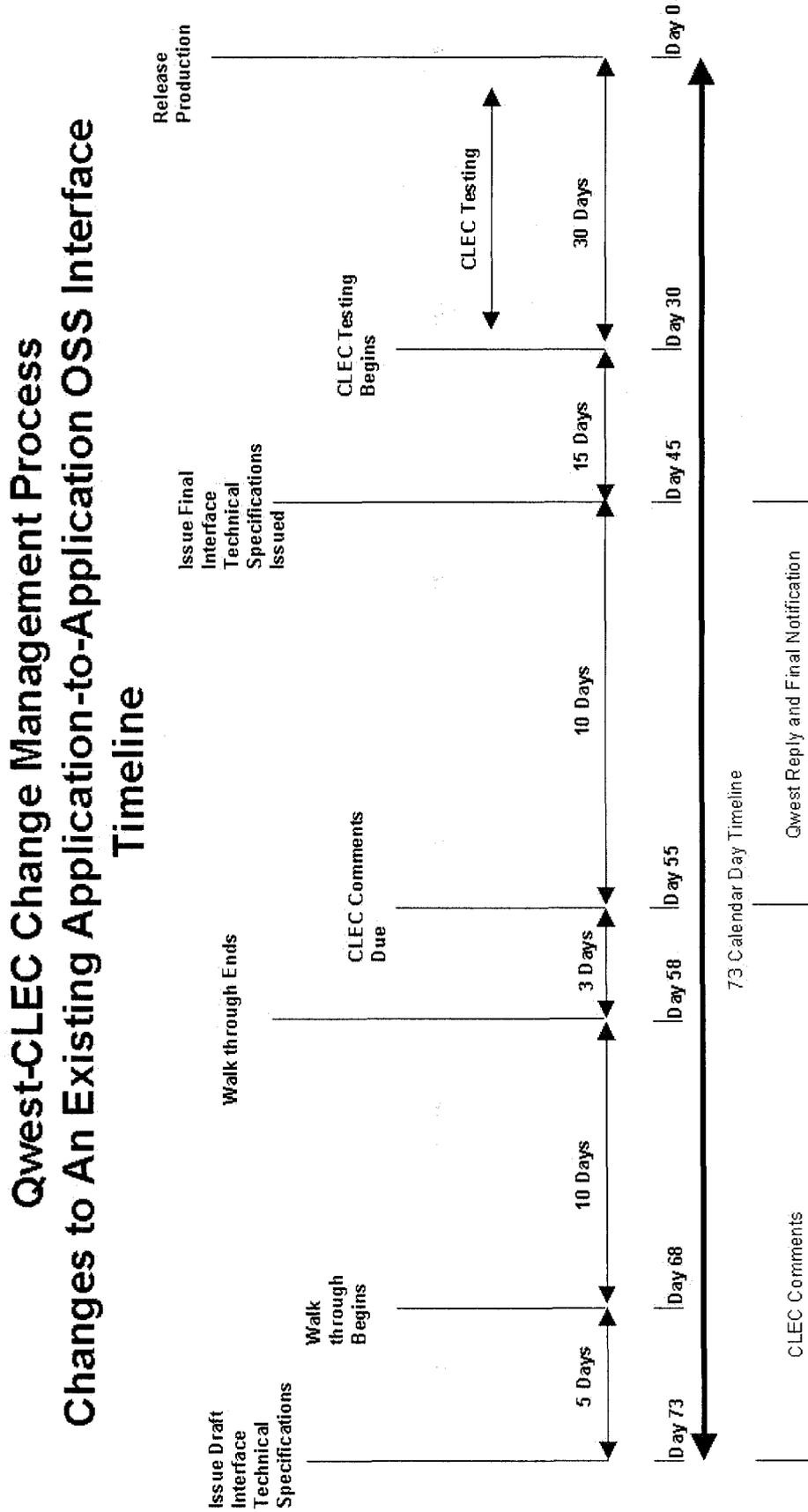
Qwest-CLEC Change Management Process Change to an Existing OSS Interface Release Extension Illustrative Timeline



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



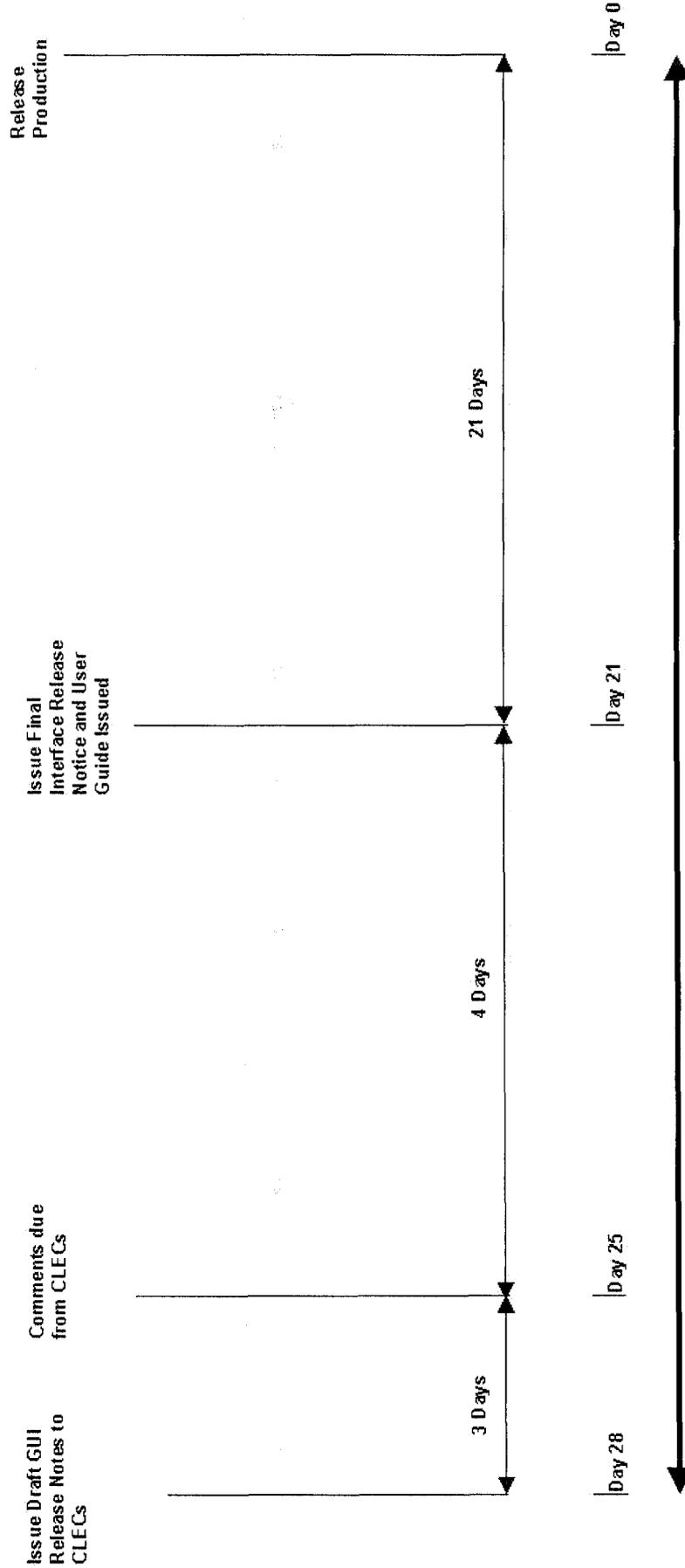
The events listed above are intended to occur on business days. If the date on which any event is scheduled to occur falls on a weekend or holiday, then Qwest and the CLECs may negotiate a revised timeline.

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."

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."

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."

Qwest Wholesale Change Management Process Document – 04-19-04

- 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."

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:

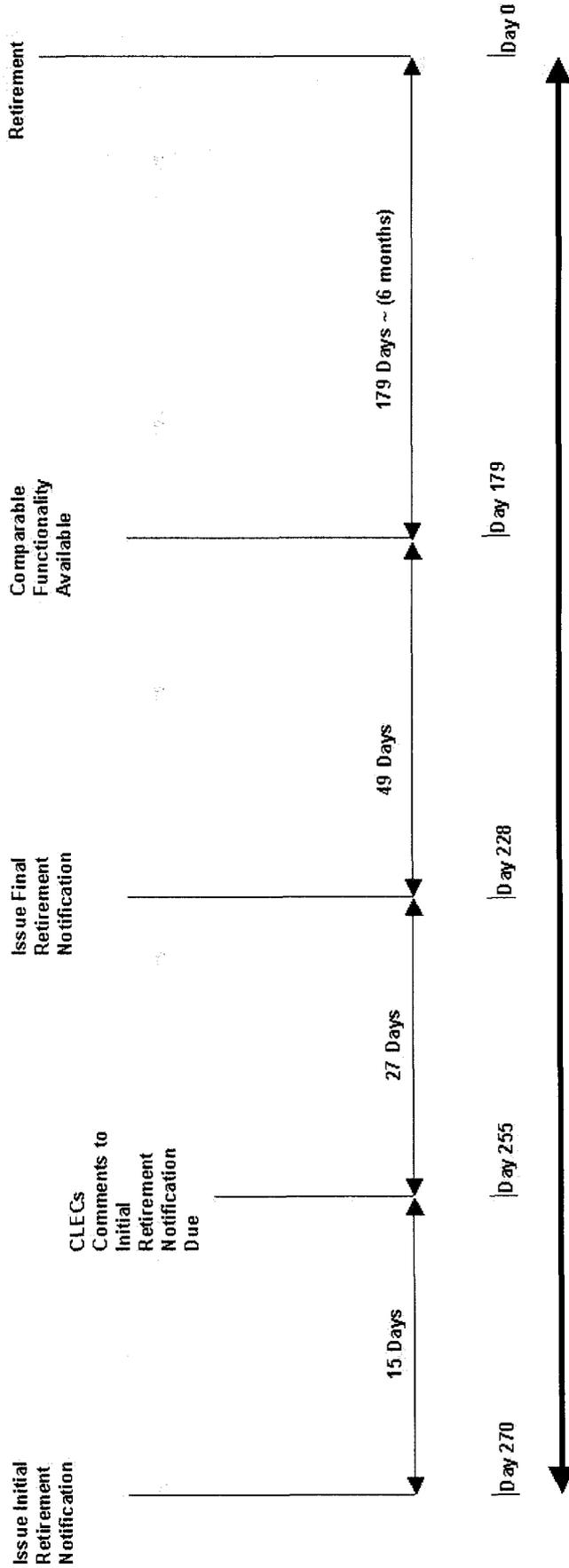
- The rationale for retiring the OSS Interface (e.g., no usage or replacement)
- If applicable, where the replacement functionality will reside in a new interface and when the new interface has been certified by a CLEC
- Qwest's responses to CLECs' comments/concerns
- Actual retirement date

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

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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



270 Calendar Days (Approximately)

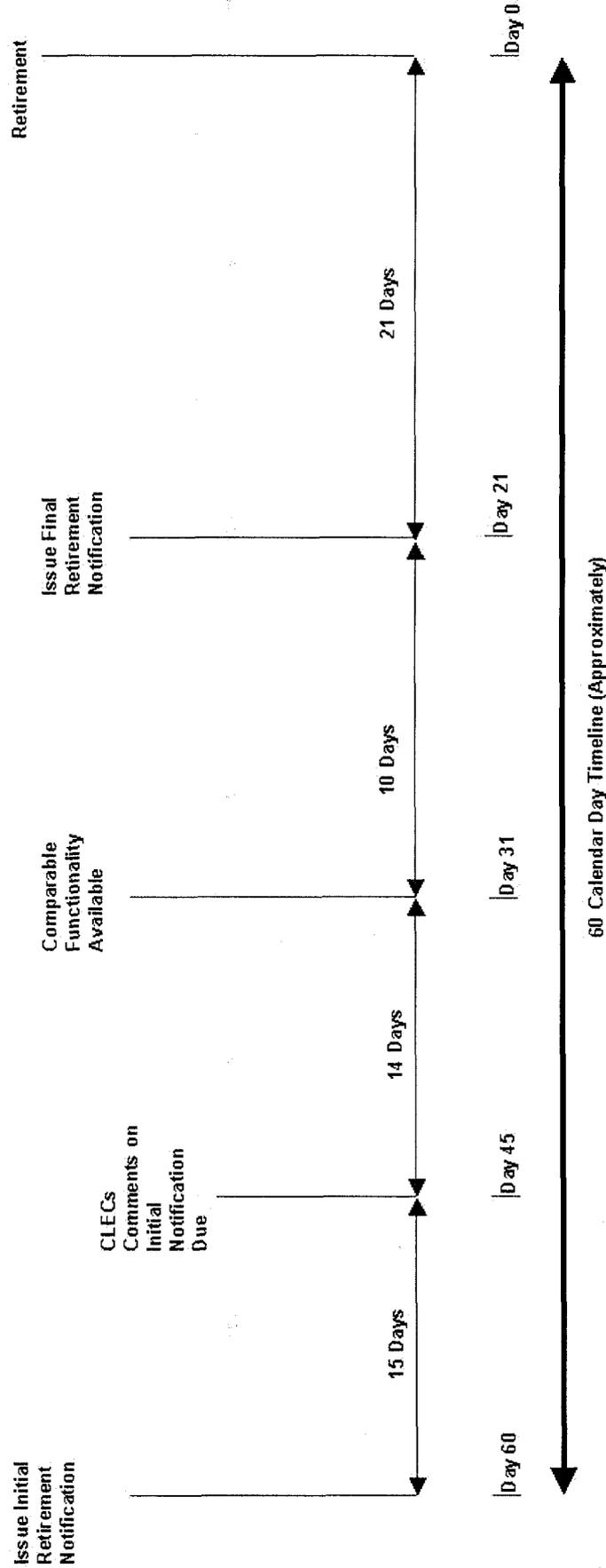
The events listed above are intended to occur on business days. If the date on which any event is scheduled to occur falls on a weekend or holiday, then Qwest and the CLECs may negotiate a revised timeline.

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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Qwest-CLEC Change Management Process Retirement of An Existing Graphic User Interface Timeline

Figure 8: 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.

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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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 Release Production 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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Qwest Wholesale Change Management Process Document – 04-19-04

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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Qwest Wholesale Change Management Process Document – 04-19-04

- 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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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 (cmpesc@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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10.4.2 Qwest Acknowledges SCRCP Request Receipt with a Confirmation E-mail

Within two (2) business days following receipt of the SCRCP request e-mail, Qwest will acknowledge receipt of the complete SCRCP request e-mail with a confirmation e-mail and advise the SCRCP Requestor of any missing information needed for Qwest to process and analyze the request. When the SCRCP request e-mail is complete, the SCRCP confirmation e-mail will include:

- Date and time of receipt of complete SCRCP request e-mail
- Date and time of SCRCP confirmation e-mail
- SCRCP 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 SCRCP confirmation e-mail Qwest will bill the SCRCP Requestor a non-refundable Processing Fee as specified in Section 10.4.8 below.

10.4.4 SCRCP Review Meeting

Within ten (10) business days after the SCRCP confirmation e-mail, Qwest will schedule and hold a review meeting with the SCRCP Requestor to review Qwest's analysis of the request.

10.4.5 Preliminary SCRCP Quote and Review Meeting

During business and systems requirements analysis, Qwest will review the SCRCP 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 SCRCP request form, Qwest will schedule and hold a meeting with the SCRCP Requestor to provide and review:

- An estimated Preliminary SCRCP quote. The SCRCP 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 SCRCP quote. (If the estimate increases before Qwest issues the Firm SCRCP Quote, Qwest will communicate the cost increases to the SCRCP Requestor.) The SCRCP 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 SCRCP Quote. Qwest will not proceed with further

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development in support of the SCRП Request until the business and systems analysis and processing invoices are paid.

10.4.5.1 SCRП Requestor Accepts the Preliminary Quote and Decision for Qwest to Proceed

The SCRП Requestor has ten (10) business days, upon receipt of the SCRП quote, to either agree to purchase under the quoted price or cancel the SCRП request.

If the SCRП Requestor accepts the SCRП Preliminary Quote, the SCRП 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:

- “SCRП PRELIMINARY QUOTE ACCEPTED”
- CR number and title
- CR originator’s company name

The text of the e-mail message must include:

- Statement accepting SCRП 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 SCRП Requestor Asks to Change the SCRП Request

If the SCRП Requestor decides to modify the SCRП request after Qwest provides the preliminary SCRП Quote, the SCRП requestor must submit a written request for change to the assigned Qwest manager. If changes are acceptable to Qwest, Qwest will notify the SCRП Requestor by e-mail within five (5) business days after receipt of such request for a change with a revised preliminary SCRП Quote, if applicable. The SCRП Requestor must inform Qwest, in writing, within five (5) business days, if the modified SCRП quote is acceptable, further changes are required, or the SCRП request is cancelled.

10.4.5.3 SCRП Requestor Cancels the SCRП Request

The last point at which a SCRП 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 SCRП request will be implemented with the Release and the SCRП Requestor is obligated to pay the full amount of the firm SCRП quote consistent with the payment schedule described below in Section 10.4.7.

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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.

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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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)
- Interoperability Testing Environment

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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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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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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Qwest Wholesale Change Management Process Document – 04-19-04

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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Qwest Wholesale Change Management Process Document – 04-19-04

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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12.4.1 Systems Problem Requiring a Workaround

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

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- Critical.
- 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

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Qwest Wholesale Change Management Process Document – 04-19-04

- Low CLEC, or low order impact
- 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

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Qwest Wholesale Change Management Process Document – 04-19-04

- Qwest contact for more information on the problem
- 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

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Qwest Wholesale Change Management Process Document – 04-19-04

process issue, a CLEC may escalate to Tier 1 before the Tier 0 follows the process outlined in Section 12.8.4.

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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Qwest Wholesale Change Management Process Document – 04-19-04

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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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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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 Wholesale Change Management Process Document – 04-19-04

- 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."
- Qwest will respond 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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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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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 – 04-19-04

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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Qwest Wholesale Change Management Process Document – 04-19-04

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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Qwest Wholesale Change Management Process Document – 04-19-04

- 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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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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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 – 04-19-04

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

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Qwest Wholesale Change Management Process Document – 04-19-04

is 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 all/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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Qwest Wholesale Change Management Process Document – 04-19-04

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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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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Qwest Wholesale Change Management Process Document – 04-19-04

- 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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Qwest Wholesale Change Management Process Document – 04-19-04

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

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Qwest Wholesale Change Management Process Document – 04-19-04

a scheduled 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

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**Exhibit EB-2
Qwest Wholesale Change Management Process Document – 04-19-04**

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	114886	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	124652	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	31786	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

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Exhibit EB-2
Qwest Wholesale Change Management Process Document – 04-19-04

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

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APPENDIX D: SAMPLE CHANGE REQUEST FORM – AS OF 09/16/02

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 Emergency call/meeting requested)

- Emergency call/meeting requested
 Pre-meeting with Qwest requested
 Qwest SME(s) requested at Pre-Meeting (list if required) _____

Available Dates/Time for Clarification/Emergency 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

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 and 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 | _____ |

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 Wholesale Change Management Process Document – 04-19-04

- | | |
|---|--|
| <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 _____ |
| | <input type="checkbox"/> Local Switching _____ |

Area Impacted: Please click appropriate box.

- | | |
|---|---------------------------------------|
| <input type="checkbox"/> Pre-Ordering | <input type="checkbox"/> Provisioning |
| <input type="checkbox"/> Ordering | |
| <input type="checkbox"/> Billing | |
| <input type="checkbox"/> Maintenance / Repair | <input type="checkbox"/> Other _____ |

OSS Interfaces Impacted: Please click all appropriate boxes.

- | | | | |
|--|--------------------------------------|---|--|
| <input type="checkbox"/> CEMR | <input type="checkbox"/> IMA EDI | <input type="checkbox"/> MEDIACC | <input type="checkbox"/> TELIS |
| <input type="checkbox"/> EXACT | <input type="checkbox"/> IMA GUI | <input type="checkbox"/> Product Database | <input type="checkbox"/> Wholesale Billing Interface |
| <input type="checkbox"/> Directory Listing | <input type="checkbox"/> HEET | <input type="checkbox"/> SATE | |
| | <input type="checkbox"/> Other _____ | | |

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 D: SAMPLE CHANGE REQUEST FORM (CONTINUED)

Change Request Form Instructions

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: cmpcr@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.

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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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

- 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:** _____

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Qwest Wholesale Change Management Process Document – 04-19-04

Date of Request: _____

Date Received: _____ *(Completed by Qwest CMP Manager)*

1. Provide Qwest Wholesale CMP CR number for which you are requesting the SCRCP:

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: _____

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Qwest Wholesale Change Management Process Document – 04-19-04

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 SCRP mailbox (cmpesc@qwest.com). The subject line of the e-mail message must include:

- "SCRP 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 SCRP Form
- A single point of contact for the SCRP request including:
 - Primary requestor's name and company
 - Phone number
 - E-mail address
- Circumstances which have necessitated the invocation of the SCRP
- Desired implementation date
- If more than one company is making the SCRP request, the names and point of contact information for the other requesting companies.

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

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

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 Wholesale Change Management Process Document – 04-19-04

Term	Definition
	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
OSS Interface	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>OSS Interface Application to Application Testing</p> <ul style="list-style-type: none"> • Controlled Production Testing • Initial Implementation Testing • Interoperability Testing Environment • 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>Interoperability Testing Environment: A production copy of IMA. It interfaces directly with Qwest's production systems for pre-order and order processing. As a result, all interoperability pre-order queries and order transactions are subjected to the same edits as production orders. A CLEC uses account data valid in Qwest production systems for creating scenarios on Qwest-provided templates, obtains approval on these scenario templates, and then submits a minimum set of test scenarios for all transactions it wishes to perform in production. Interoperability testing provides CLECs with the opportunity to validate technical development efforts and to quantify processing results.</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</p>

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Qwest Wholesale Change Management Process Document – 04-19-04

Term	Definition
	<p>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. • 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.
<p>Release Notification</p>	<p>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.</p>
<p>Release Production Date</p>	<p>The Release Production Date is the date that a software Release is first available to the CLECs for issuance of production transactions.</p>
<p>Software Defects</p>	<p>A problem with system software that is not working according to the Technical Specifications and is causing detrimental impacts to the users.</p>
<p>Stand-alone Testing</p>	<p>A Stand-Alone Testing Environment is a test environment that can</p>

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Qwest Wholesale Change Management Process Document – 04-19-04

Term	Definition
Environment (SATE)	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> <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

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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BEFORE THE ARIZONA CORPORATION COMMISSION

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IN THE MATTER OF THE PETITION)
OF DIECA COMMUNICATIONS, INC.,) Docket No. T-03632A-04-0425
D/B/A COVAD COMMUNICATIONS) Docket No. T-01051B-04-0425
COMPANY, FOR ARBITRATION TO)
RESOLVE ISSUES RELATING TO AN)
INTER-CONNECTION AGREEMENT)
WITH QWEST CORPORATION)

**DIRECT TESTIMONY OF
MICHAEL ZULEVIC
(Non-confidential Version)**

**FILED ON BEHALF OF
DIECA COMMUNICATIONS, INC.
D/B/A COVAD COMMUNICATIONS COMPANY**

December 20, 2004

TABLE OF CONTENTS

1

2 I. QUALIFICATIONS.....1

3 II. SUMMARY OF TESTIMONY AND NEGOTIATIONS EFFORT.....3

4 III. ARBITRATION ISSUES

5 ISSUE 1 – COPPER RETIREMENT.....5

6 ISSUE 5 – REGENERATION.....31

7 EXHIBITS

MZ-1 (11 pages)

8 MZ-2 (2 pages)

MZ-3 (6 pages)

9 MZ-4 (2 pages)

MZ-5 (1 page)

10 MZ 6 (4 pages)

MZ 7 (2 pages)

11

12

13

14

15

16

17

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I. QUALIFICATIONS

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Q. MR. ZULEVIC, PLEASE INTRODUCE YOURSELF TO THE COMMISSION.

A. My name is Michael Zulevic and I am currently employed as a consultant by Covad Communications Company ("Covad"). Until July 12, 2004, I was employed by Covad as the Director of External Affairs for the Qwest region. My business address is 22801 Entwhistle Road E., Buckley, Washington 98321.

Q. MR. ZULEVIC, WOULD YOU PLEASE PROVIDE A BRIEF DESCRIPTION OF YOUR JOB RESPONSIBILITIES AND EXPERIENCE?

A. Yes, Covad has retained me as a consultant to complete the work associated with the renegotiation of our Interconnection Agreement with Qwest Communications. While employed by Covad as Director of External Affairs, I was responsible for resolving business issues between Covad and its vendor, Qwest. This responsibility included driving resolution on operational, OSS, and billing problems, and negotiating with Qwest so that Covad can pursue meaningful business opportunities in this market. I worked with Qwest to resolve operational, OSS, and billing issues on a business-to-business level, in the change management process, at industry workshops, and in interconnection agreement negotiations. In working on these issues, I interfaced with internal Covad groups dedicated to provisioning Covad service, including services using stand-alone loops (2-wire analog and non-loaded loops and T-1 loops), line shared loops, and line split loops.

In my position immediately preceding my last role at Covad, my responsibilities included the deployment of Covad's line sharing equipment across the country. I was responsible for the architecture negotiations over the first-ever line sharing agreement with U S WEST (or any ILEC, for that matter) in the

1 country. During the architecture negotiations, I helped to design the network
2 architecture that is now in place. I have also been involved with the network
3 design negotiations with other ILECs, including BellSouth, Verizon, Sprint, and
4 SBC.

5 Prior to joining Covad, I was employed by U S WEST (now Qwest) for 30
6 years, most recently as Manager, Depreciation and Analysis for the last few years I
7 was employed by US WEST. Prior to that, I worked in Network and Technology
8 Services (“NTS”) for several years, providing technical support to U S WEST
9 interconnection negotiation and implementation teams. While working in these
10 two capacities, I provided testimony on technical issues in support of arbitration
11 cases and/or cost dockets in Minnesota, Iowa, Montana, Washington, Oregon,
12 Arizona, New Mexico, Nebraska, Utah, Wyoming, and Idaho. Prior to joining the
13 NTS group, I was responsible for providing technical support for the U S WEST
14 capital recovery program in the areas of switching, transport, and loop. I also
15 worked as a Central Office Technician and Central Office Supervisor at
16 U S WEST.

17 In addition to the extensive experience described above, I also have worked
18 as a Switch and Transport Fundamental Planning Engineer, where I represented
19 Fundamental Planning as a member of the ONA/Collocation Technical Team;
20 Circuit Administration Trunk Engineer, specializing in switched access services;
21 and Custom Network Design and Implementation Engineer working with the
22 design and implementation of private networks for major customers.

23 **II. INTRODUCTION: PURPOSE AND SUMMARY OF TESTIMONY**

24 **Q. WHAT IS THE PURPOSE OF YOUR TESTIMONY?**

25 **A.** The purpose of my Direct Testimony is to describe two of the issues that were not
resolved during Covad’s many hours of negotiations with Qwest. I note that as
recently as late September one of the issues Covad filed in its Petition for

1 Arbitration with Qwest – whether Covad is entitled to efficient collocation space
2 assignment practices from Qwest was resolved to the satisfaction of Covad. And
3 since then, Issue 6 - Should Qwest allow a single Local Service Request (LSR) to
4 be submitted for a migration of line split or loop split services -- was also resolved
5 to Covad’s satisfaction. As a result, Covad is withdrawing these issues from its
6 Petition. There are, however, additional issues that have not been resolved
7 between the parties that are also the subject of this arbitration. Those issues, the
8 issues not addressed by me, will be addressed in the testimony of Elizabeth Balvin.

9 The issues I address in my Direct Testimony are issues I sincerely believe
10 is critical to Covad's ability to compete in Arizona. The issues are as follows:

11 Issue 1 – Should Qwest be permitted to retire copper facilities serving
12 Covad’s end users in a way that causes them to lose service?

13 Issue 5 – Should Qwest provide regeneration between CLEC collocations,
14 and can Qwest charge Covad for regeneration costs on terms and
15 conditions and at rates that differ from those that apply to ILEC to CLEC
16 cross-connect regeneration?

17 **Q. PLEASE DESCRIBE YOUR INVOLVEMENT IN THE NEGOTIATION OF**
18 **THE NEW INTERCONNECTION AGREEMENT WITH QWEST.**

19 **A.** I served as lead negotiator for Covad during the entirety of our negotiations with
20 Qwest regarding our new interconnection agreement for the state of Arizona. In
21 my capacity as the lead negotiator, I served as our primary point of contact for
22 Qwest for all issues and discussions around the negotiations, and also was
23 responsible for identifying and pulling together the necessary Covad internal
24 resources to negotiate efficiently, effectively, and in good faith with Qwest.
25

1 **Q. PLEASE PROVIDE A SUMMARY OF THE NEGOTIATIONS.**

2 **A.** Covad initiated negotiations by a letter dated January 31, 2003. Since that time,
3 Covad and Qwest have agreed to numerous extensions, agreeing that the
4 negotiation request date for Arizona would be December 31, 2003. From
5 December 31, 2003, through today, Covad and Qwest have engaged in weekly,
6 and at times twice a week, negotiations in an effort to arrive at a new
7 interconnection agreement to replace the original agreement which has been in
8 place since 1999. The majority of the negotiation sessions have been conducted
9 via teleconference, however both negotiation teams did meet "face-to-face" on one
10 occasion at the Covad Denver office and as recently in Minnesota during the
11 arbitration hearing there in September. Additionally, some individual "face-to-
12 face" meetings between subject matter experts did occur in an effort to move
13 specific issues closer to resolution.

14 The original list of some 72 issues has now been reduced to six (6)
15 (including sub-issues), and both Covad and Qwest continue to meet, as necessary,
16 in an attempt to resolve the remaining issues prior to the hearing in this arbitration.
17 Further, in the spirit of attempting to reach compromise, Covad has continued to
18 revise its proposals in the hope of reaching some common ground with Qwest on
19 the remaining issues. Many issues critical to the Covad business plan have been
20 resolved. However, the parties have been unable to arrive at agreement on other
21 issues.

22 Covad believes that both parties conducted negotiations in the spirit of
23 mutual respect, and attempted in good faith to resolve every issue possible without
24 having to resort to arbitration. The following issues were not negotiated to
25 resolution and must therefore be submitted for arbitrated resolution.

III. ARBITRATION ISSUE

**ISSUE 1: COPPER RETIREMENT: SHOULD QWEST BE PERMITTED TO
RETIRE COPPER FACILITIES SERVING COVAD'S END USERS
IN A WAY THAT CAUSES THEM TO LOSE SERVICE?**

Q. PLEASE PROVIDE SOME BACKGROUND ON THE COPPER RETIREMENT ISSUE.

A. Most homes and businesses in America are connected to the telephone network by a pair of twisted copper wires. This "last mile" connection is also called the local loop. In the simplest case, these loops connect a customer to a central office ("CO") where phone lines over a wide area are aggregated and the connection is made to the network backbone that delivers calls all over the world. This existing telephone network is truly ubiquitous – it reaches nearly every home and business in America and constitutes the quintessential bottleneck facility that cannot be replicated today on the same scale and scope at any cost. According to the FCC's ARMIS report, the book value of the total ILEC plant in service at the end of 2002 was over \$388 billion. No company, not even the ILECs, could raise that kind of capital to duplicate an ubiquitous loop network.

Q. HOW DOES THIS PLAY INTO COVAD'S BUSINESS OF PROVIDING DSL SERVICE?

A. Digital subscriber line ("DSL") service works by breaking up data into chunks and sending these chunks through 4 kHz "channels" on the local loop at frequencies above that used for voice service. In the absence of placing cost-prohibitive equipment at a mid-point on the copper loop (i.e., remote DSLAMs), the entire span of the local loop from the CO to the end user must be copper if Covad wants to provide any form of DSL service. In other words, if Covad cannot access a

1 local loop comprised completely of copper, then it cannot provide service to its
2 end user customers.

3 **Q. HASN'T IT ALWAYS BEEN THE CASE THAT COVAD HAS REQUIRED
4 ACCESS TO AN ALL-COPPER LOOP?**

5 A. No. Until the Federal Communications Commission ("FCC") issued its Triennial
6 Review Order ("TRO"), Covad (or any other CLEC) could provide DSL service to
7 end users over hybrid copper-fiber loops if a packet switching functionality – an
8 ILEC DSLAM -- existed on that line. However, with the TRO, the FCC made an
9 abrupt about-face, and ruled that CLECs no longer had unbundled access to any
10 type of packet switching functionality placed by an ILEC on a hybrid copper-fiber
11 loop. Further, the FCC also determined in the TRO that the ILECs were not
12 required to provide unbundled access to hybrid copper-fiber loops, regardless of
13 whether there is any type of ILEC packet-switching functionality on that loop. So,
14 today, Covad can only provide its DSL service to customers over loops that are all
15 copper from the end user's home or business to the serving central office.

16 **Q. WHY IS COPPER RETIREMENT NOW SUCH A BIG ISSUE?**

17 A. The answer to that question is two-fold. As I mentioned above, per the TRO,
18 Covad can now only access the Qwest legacy copper network. And even as
19 Covad's access to the phone network is strictly limited to the copper loop plant,
20 the size of that copper network and the number of customers to whom we have
21 access shrinks on a daily basis as Qwest and the other Bells modernize their
22 networks by placing fiber.

23 **Q. PLEASE PROVIDE MORE DETAIL AROUND THIS NETWORK
24 MODERNIZATION.**

25 A. Certainly. Fiber, or fiber-optic lines, are strands of high-quality glass that carry
digital data by way of light signals. Because of cost, competitive pressures, and

1 regulatory advantages, all of the ILECs, including Qwest, are upgrading their
2 networks to replace copper with fiber.

3 With respect to the cost issue, while it is expensive to lay fiber, the
4 maintenance costs for fiber cable are much lower than they are for copper,
5 resulting in long-term cost savings once fiber and the associated equipment is in
6 place. As for competitive issues, fiber optic lines can provide a tremendous
7 amount of bandwidth. Installing fiber can allow Qwest to provide voice, data, and
8 video services over a single loop (although that actually appears not to be the case,
9 as I discuss below). This capability allows Qwest to compete with the cable
10 companies for virtually all the services cable customers generally subscribe to. As
11 for the regulatory issues, as I discussed above, whenever Qwest replaces any or the
12 entirety of a copper pipe with fiber, it does not have to provide access to
13 competitors.

14 **Q. COPPER RETIREMENT IS ALSO A CONSUMER ISSUE, ISN'T IT?**

15 **A.** Absolutely. As I already mentioned, the size of the copper network to which
16 Covad has access – and as a consequence the number of current and potential
17 customers to whom we have access – is diminished daily. Looking at it from the
18 perspective of new consumers looking for a service provider, they have no choice
19 in providers where Qwest has retired copper and replaced it with fiber – the
20 consumers' only option is to go with Qwest (or, perhaps, the incumbent cable
21 company). And for consumers who have already opted to go with a competitor,
22 when Qwest replaces copper with fiber, it forces that consumer to go with a
23 provider that it does not and did not want as its service provider. Consequently,
24 not only must the Commission decide how to manage copper retirement because
25 of the impact on competitors, but also it faces an important policy decision of how
it will protect and preserve consumer choice.

1 Q. WHEN YOU DISCUSS THE RETIREMENT OF COPPER AND
2 REPLACEMENT WITH FIBER, ARE YOU TALKING ABOUT FIBER TO
3 THE HOME (“FTTH”), OR SOMETHING ELSE?

4 A. The Covad proposal is now strictly limited to the situation in which Qwest has
5 retired copper feeder and the end result is something other than an FTTH loop, per
6 the TRO, or a fiber to the curb (“FTTC”) loop, per the FCC’s recent FTTC
7 Reconsideration Order. By this I mean the Covad proposal on copper retirement
8 applies only when the “end result” after the Qwest deployment is either a hybrid
9 loop – a loop that is comprised of both fiber and copper media (i.e. fiber runs from
10 the central office to a field distribution interface, and the length of copper from the
11 FCI to the customer premise is copper and exceeds 500 feet) or mixed copper
12 media (i.e. an all copper loop, but different segments of the copper loop have
13 different gauges or transmission characteristics). Our proposal does not include
14 the scenario in which copper is retired and an FTTH or a FTTC loop is deployed
15 by Qwest. While the principle underlying Covad’s proposal has not changed, we
16 believe that the language that should be incorporated into the interconnection
17 agreement should reflect the fact that the FCC has accorded the same treatment to
18 FTTC loops as was accorded to FTTH loops in the TRO, and also should make
19 clear that such fiber deployment must be for the purpose of actually providing
20 enhanced broadband services to mass market customers. Accordingly, I set out
21 below Covad’s revised copper retirement language:

22 9.1.15 In the event Qwest decides to retire a copper loop, copper
23 feeder, or copper Subloop and replaces it with fiber, Qwest will: (a)
24 provide notice of such planned retirement on its website
25 (www.qwest.com/disclosures); and (ii) provide e-mail notice of such
planned retirement to CLECs; and (iii) provide public notice of such
planned replacement to the FCC. The e-mail notice provided to each

1 CLEC shall include the following information: city and state; wire
2 center; planned retirement date; the FDI address; a listing of all
3 impacted addresses in the DA; a listing of all of CLEC's customer
4 impacted addresses; old and new cable media, including transmission
5 characteristics; circuit identification information; and cable and pair
6 information.

6 9.1.15.1 Continuity of Service During Copper Retirement. This
7 section applies where Qwest retires copper feeder cable and the
8 resultant loop is comprised of either (1) mixed copper media (i.e.
9 copper cable of different gauges or transmission characteristics);
10 or (2) mixed copper and fiber media (i.e. a hybrid copper-fiber
11 loop) (collectively, "hybrid loops") over which Qwest itself
12 could provide a retail DSL service. This section does not apply
13 where the resultant loop is a fiber to the home (FTTH) loop or a
14 fiber to the curb (FTTC) loop (a fiber transmission facility
15 connecting to copper distribution plant that is not more than 500
16 feet from the customer's premises) serving mass market or
17 residential End User Customers.

16 9.1.15.1.1 When Qwest retires copper feeder for loops serving
17 CLEC-served End User Customers or the CLEC at the time such
18 retirement is implemented, Qwest shall adhere to all regulatory and
19 legal requirements pertaining to changes in the Qwest network.
20 Qwest will not retire copper facilities serving CLEC's End User
21 Customers or CLEC, at any time prior to discontinuance by CLEC
22 or CLEC's End User Customer of the service being provided by
23 CLEC, without first provisioning an alternative service over any
24 available, compatible facility (i.e. copper or fiber) to CLEC or
25

1 CLEC End User Customer. Such alternative service shall be
2 provisioned in a manner that does not degrade the service or
3 increase the cost to CLEC or End User Customers of CLEC.
4 Disputes over copper retirement shall be subject to the Dispute
Resolution provisions of this Interconnection Agreement.

5 Along with its proposed language in Section 9.1.15, Covad struck its
6 proposed language for Section 9.2.1.2.3.1, which included within its scope not
7 only the hybrid loops but FTTH and FTTC loops as well. Covad decided that this
8 was the appropriate way to address the copper retirement scenario since Qwest has
9 taken the view (which Covad opposed), time and again, that Section 9.2.1.2.3.1
applies only to FTTH loops.

10 **Q. ARE THERE ANY OTHER LIMITATIONS IN THE COVAD LANGUAGE**
11 **OF WHICH THE COMMISSION SHOULD BE AWARE?**

12 A. Yes. While, typically, when parties talk about parity, they discuss that issue in the
13 context of an ILEC – here Qwest – treating its retail and wholesale customers in
14 the same fashion. As I use it here, though, the Covad proposal provides for parity
15 of treatment of Qwest and Covad DSL customers. That is, the Covad proposal
16 applies (1) when the resultant loop is not an FTTH or FTTC loop; and (2) Qwest
17 itself would be able to provide a retail service over the loop(s) deployed. In that
18 way, the Covad proposal ensures that its customers will continue to receive service
19 only where Qwest's own customers impacted by copper retirement would also
20 continue to receive service. Further, the Covad proposal ensures that Qwest need
21 not deploy equipment solely to support Covad customers if it had not already
22 planned on deploying such equipment in order to accommodate its own customers.
23
24
25

1 **Q. DOES IT MATTER LEGALLY IF COVAD'S PROPOSED LANGUAGE**
2 **APPLIES JUST TO THE HYBRID FIBER-COPPER LOOPS?**

3 A. It absolutely does. While the Triennial Review Order ("TRO") discusses an
4 ILEC's rights with respect to unbundling and the retirement of copper if and when
5 it deploys an FTTH loop (and a similar discussion occurred in the FTTC
6 Reconsideration Order with respect to FTTC loops), the TRO is silent as to the
7 right of an ILEC to retire copper serving current CLEC customers when the
8 resulting loop is only a hybrid loop. The TRO and the FTTC Reconsideration
9 Order thus do not appear to provide Qwest with the same degree or scope of
10 protection relative to copper retirement in the hybrid scenario as opposed to the
11 FTTH or FTTC loop scenario.

12 **Q. IS COVAD'S ADVOCACY ON COPPER RETIREMENT DRIVEN BY ITS**
13 **CONCERNS ABOUT OBTAINING NEW CUSTOMERS SERVED ON A**
14 **HYBRID LOOP AS WELL AS EXISTING CUSTOMERS WHO ARE**
15 **IMPACTED BECAUSE THE COPPER ON THEIR EXISTING LOOP IS**
16 **BEING REPLACED BY FIBER?**

17 A. The sole issue we are addressing in this arbitration relative to copper retirement is
18 how to address the impact on existing Covad customers whose copper loops are
19 being replaced with a hybrid copper-fiber loop. In other words, the language we
20 proposed, and which I set out above, is strictly limited to impacts on existing
21 customers, and is designed solely to allow those customers to continue to receive
22 Covad service at no increase in price or decrease in service quality until the
23 customer chooses to disconnect his/her Covad service.

24 You can see very clearly from the language in Section 9.1.15 what is not
25 Covad's position, and what we are not trying to do. Covad is not preventing or
trying to prevent Qwest from undertaking routine network modifications or any

1 fiber upgrades or copper retirement resulting in hybrid loops. Covad is not trying
2 to force Qwest to keep copper or build copper where there is fiber placement.
3 Covad is not trying to create a method or process for adding customers where
4 apparently not permitted to do so per the TRO and the FTTC Reconsideration
5 Order. The sole goal of Covad's proposed IA language and position on the
6 copper retirement issue is to preserve Covad's existing customer base that might
7 otherwise be impacted by copper retirement.

8 **Q. PLEASE PROVIDE AN EXAMPLE OF HOW COVAD'S PROPOSED**
9 **LANGUAGE WOULD OPERATE.**

10 A. Sure. The concern, addressed by this issue, is limited in scope. The situation will
11 only arise when Qwest finds it has a copper cable that has become a significant
12 maintenance problem. It may be a 3600 pair feeder cable in Minnesota or
13 Washington that consistently gets wet, year after year, during the rainy season. Or
14 it may be a 4200 pair feeder in Arizona or New Mexico that has finally succumbed
15 to many years of desert heat. These problems, brought on by the elements,
16 ultimately result in significant customer service degradation and a constant
17 increase in costs to Qwest for repair. In today's world, the final resolution is often
18 replacement of the entire copper feeder cable with fiber and the placement of fiber
19 fed digital loop carrier in the field. In these cases, the entire feeder cable must be
20 replaced, leaving no copper option for services currently in place. Under Qwest's
21 proposed language, in the case where Covad DSL customers are currently being
22 served by these copper facilities, the only option would be for Covad to disconnect
23 the services of these customers. Under the Covad proposal, for the impacted
24 customers – and let's say there are five -- those customers would continue to
25 receive Covad service at no increase in cost or decrease in service quality until
they choose to leave Covad.

1 Covad's proposal allows it to retain those existing customers and,
2 importantly, it also preserves individual customer's choice in providers until that
3 customer changes providers. This is a particularly important point, because that
4 customer chose Covad and is not choosing to leave Covad at time of the copper
5 retirement. The customer should not be forced to leave Covad – or any other DSL
6 provider -- before s/he otherwise chooses to do so simply because of acts of Qwest
7 over which neither the customer nor Covad have any control and which the FCC
8 has deemed not to warrant any kind of protection or special consideration.

9 **Q. DOESN'T THE USE OF GENERAL LANGUAGE LIKE "ALTERNATIVE
10 SERVICE" CREATE SOME CONFUSION ABOUT THE COVAD
11 PROPOSAL?**

12 A. I don't know how it could. In the first place, Covad proposed this language
13 several months ago. Presumably, had Qwest found it at all confusing, it would
14 have told Covad so, and proceeded to ask some questions in order to eliminate that
15 confusion. Instead, Qwest made no comment on the Covad language and, in fact,
16 refused to discuss it at all. So, if there is any confusion whatsoever on Qwest's part
17 regarding Covad's copper retirement proposal, it is entirely of Qwest's own doing
18 either because of its failure to negotiate this language or its failure to discuss or
19 pursue any questions it might have with Covad's proposed language.

20 Moreover, I am uncertain whether Qwest would even want further
21 additional specificity within the interconnection agreement itself. Because the
22 appropriate service option for each impacted end user customer may vary, I think
23 it would be unwise and fool-hardy to try and nail down one particular service
24 option. Such an approach might chain Qwest to one service option when another
25 service might prove to be a better alternative. Further, pinpointing one service
option as "the" alternative service that Qwest must provide ignores the fact that
technologies and products are changing and what might be available or work

1 today, might not work – or even be available as a product from Qwest --
2 tomorrow. Flexibility in identifying an alternative service is by far the better
3 approach given the product and technology changes our industry has seen to date.

4 **Q. PLEASE EXPLAIN WHY THERE IS NO REASON FOR ANY SUPPOSED**
5 **CONCERNS REGARDING THE PURPORTED AMBIGUITY OF**
6 **COVAD’S “ALTERNATIVE SERVICE” PROPOSAL.**

7 A. The two critical characteristics of any alternative service, service quality and price
8 stability, are clearly defined. Contrary to Qwest’s protestations otherwise, clear
9 and obvious metrics exist to determine whether a given customer’s service is
10 “degraded” by the move to an alternative service: availability of the connection,
11 and the speed of that connection, measured in kilobits per second (kbps). Qwest’s
12 professed ignorance as to what Covad’s proposal means is questionable at best,
13 given its adamant refusal to discuss during negotiations any of these terms and the
14 multitude of situations in which language in interconnection agreements has
15 obvious, though not precisely explained, implications.

16 One need not look far to find an example- Qwest’s own proposal regarding
17 copper retirement contains equally general language when it states that “Qwest and
18 CLEC will jointly coordinate the transition of current working facilities to the new
19 working facilities so that service interruption is held to a minimum.” This
20 language can be read to mean that Qwest will provide access to fiber feeder and
21 distribution facilities, even FTTH loops, or it can be read to mean that Qwest will
22 provide something less. Also, what constitutes “minimum” service disruption
23 under Qwest’s proposal? This language is open to a certain level of interpretation,
24 perhaps even a greater level than Covad’s proposed language.
25

1 **Q. DOES COVAD HAVE ANY SPECIFIC IDEAS IN MIND REGARDING**
2 **THE ALTERNATIVE SERVICE THAT WOULD BE PROVIDED BY**
3 **QWEST?**

4 A. Notwithstanding our desire to provide Qwest with as much flexibility as possible,
5 one service option that comes to my mind is one that Qwest already makes
6 available on a volume basis. Specifically, Qwest has a product offering out, called
7 the Qwest DSL Volume Plan Agreement --- or "VISP" service offering, which I
8 have attached to my testimony as Exhibit MZ-1. With this product offering, a
9 CLEC is able to provide just broadband service (as opposed to the combined voice
10 and data product Qwest has proposed and which I discuss below) to customers
11 even where those customers are served over a hybrid copper-fiber loop.
12 Consequently, this is a product that most likely would meet Covad's service and
13 product requirements (although not the pricing requirements, given the pricing
14 contained in the VISP agreement), and which has already been developed, defined
15 and implemented by Qwest.

16 **Q. WHAT ABOUT POTENTIAL ALTERNATIVES QWEST HAS PROPOSED**
17 **IN OTHER INTERCONNECTION ARBITRATION PROCEEDINGS?**

18 A. As I understand Qwest's testimony in prior arbitration proceedings, Qwest has
19 identified two products that potentially may serve as alternatives -- the Qwest
20 Choice DSL product and the Qwest "naked DSL" product. As proposed by Qwest,
21 however, neither of these serves as a sufficient alternative.

22 Among many other reasons, resale of the Choice DSL product is not a
23 viable alternative to Covad because the Choice DSL product, by definition and
24 confirmed by Qwest in the Minnesota interconnection agreement arbitration, is the
25 provision of both analog voice and DSL service over the same line. In the first
place, Covad is not an analog voice provider and is not equipped (from a network,
expertise or contractual right perspective) to provide or support analog or

1 residential voice service. Even more problematic, because the voice service likely
2 would be a Covad branded voice service, Covad would have to first persuade the
3 customer to change voice providers (from Qwest to Covad) before it would be
4 capable of reselling the Choice DSL service. Obviously, this creates a significant
5 barrier to use of the Choice DSL product because the customer may not want to
6 change voice providers. Equally important, given the pricing packages that Qwest
7 makes available when customers get both local and long distance service from
8 Qwest, Covad could not match the Qwest service offering since it does not provide
9 any type of analog or residential long distance service, and it certainly cannot
10 match the local service rates Qwest can offer by virtue of the bundle. The net
11 result is that there are insurmountable barriers to the successful use of the Choice
12 DSL product –even without factoring in the price that Qwest wants Covad to pay
13 for this service.

14 The “naked DSL” product is equally unsatisfactory as an alternative, albeit
15 for different reasons or problems that exist at this moment. First, based on
16 Qwest’s news releases, naked DSL is a “second line” product – meaning that it is
17 not provided over the primary line, but must be provisioned on a dedicated,
18 standalone, second line. As the Commission knows, a spare second line running to
19 the premise is not always available, nor – particularly in a state like Arizona –
20 might that second line be capable of supporting broadband service. Beyond that,
21 however, it is impossible to determine anything about the “naked DSL” product
22 from the Qwest website. While Qwest has provided some pricing information
23 regarding the “naked DSL” product to Covad, that pricing information only
24 demonstrates that naked DSL is not an economically viable alternative.
25

1 Q. QWEST HAS COMPLAINED ELSEWHERE THAT THE COVAD
2 PROPOSAL WILL FORCE QWEST TO INCUR SUBSTANTIAL, BUT
3 COMPLETELY UNDEFINED AND UNQUANTIFIED COSTS. PLEASE
RESPOND.

4 A. Absolutely. Qwest has raised concerns elsewhere that the Covad proposal would
5 result in Qwest incurring costs far beyond what it reasonably could or should be
6 required to bear. As an initial matter, while Qwest has made this claim quite
7 loudly, it also admitted in the Colorado arbitration that it had made no attempt to
8 quantify these costs or undertake any kind of study to accurately or even
9 adequately capture what these costs are, or what the magnitude of such costs might
10 be. In other words, while Qwest claims concern about costs, to date we haven't
seen any evidence of them or why or how Qwest would not recover its costs.

11 Qwest also claims that providing any kind of alternative service would
12 result in Qwest sustaining additional costs in order to develop a product to meet
13 Covad's needs. Of course, as I discuss above, Qwest offers and supports a product
14 that very likely would meet Covad's needs (assuming the pricing conditions of no
15 increase in cost to Covad or its end user customer are met) so such costs just
wouldn't materialize.

16 Finally, Qwest claims that the Covad proposal would force Qwest to
17 support the cost of maintaining two loops – the fiber feeder it has deployed as well
18 as copper facilities to support Covad's "alternative service." That cost, however,
19 would only be sustained by Qwest if it made an economically irrational decision.
20 By this I mean that Qwest certainly could interpret its requirement to provide an
21 alternative service as one that requires it to maintain copper loop plant that it
22 otherwise would have retired. Conversely, of course, Qwest could interpret it in a
23 number of other ways, which would meet Covad's needs and not require Qwest to
24 maintain copper plant it otherwise would have retired. That choice is Qwest's, and
25

1 it should not in any way be construed as a barrier to Qwest providing an alternative
2 service where and when it retires fiber feeder. Finally, of course, because the
3 Covad proposal would not require Qwest to deploy equipment that it would not
4 otherwise deploy in order to provide DSL to its own retail customers, there is no
issue as to equipment costs that Qwest would not otherwise incur.

5 **Q. WHY DOESN'T QWEST'S PROPOSAL ACHIEVE THE SAME**
6 **OUTCOME THAT COVAD'S PROPOSAL ACCOMPLISHES?**

7 A. Well, as an initial matter, Qwest has made no proposal where fiber deployment
8 results in hybrid fiber-copper loops. In other words, Qwest's commitment to
9 keeping copper in the ground where technically feasible or to complying with state
10 specific obligations that might impact its copper retirement activity as set forth in
11 Section 9.2.1.2.3.2 is limited to the situation in which Qwest deploys FTTH loops.
12 To date, Qwest has refused to make a similar commitment to maintaining copper
13 where technically feasible or complying with state law requirements when Qwest
14 deploys hybrid fiber-copper loops.

15 **Q. DOES QWEST'S REFUSAL TO COMMIT TO ANY KINDS OF**
16 **PROVISIONS REGARDING MAINTENANCE OF COPPER WHERE**
17 **FIBER FEEDER IS DEPLOYED CONCERN YOU?**

18 A. It absolutely does. By refusing to extend its commitments to the situation in which
19 hybrid loops are deployed, Qwest is creating for itself an opportunity to take (not
20 win) customers that very specifically chose NOT to have Qwest as their DSL
21 provider. The possibility that Qwest might misuse its fiber upgrades causes me a
22 great deal of concern, particularly given the Qwest pattern of conduct of delaying
23 Covad market entry but expediting its own when Covad was rolling out its line
24 sharing network and the FCC's clear recognition at paragraph 277 of the TRO that
25 fiber deployment could be misused by incumbent LECs to create barriers to a
competitive presence.

1 Q. WHAT HAPPENS TO COVAD'S CENTRAL OFFICE-BASED
2 COLLOCATION EQUIPMENT WHEN QWEST DEPLOYS FIBER?

3 A. As more and more fiber feeder replaces copper, fewer and fewer potential
4 customers will be in reach of Covad's central office based DSL, which will result
5 in the progressive stranding of Covad's collocated investment. This is not an
6 inconsequential point. Today, in order to collocate in a single Arizona central
7 office, Covad incurs approximately *** BEGIN CONFIDENTIAL [REDACTED]
8 [REDACTED] END CONFIDENTIAL *** in non-recurring collocation costs and
9 approximately *** BEGIN CONFIDENTIAL [REDACTED] END
10 CONFIDENTIAL *** per month in recurring charges. In addition, Covad will
11 lose the benefit of the investment it made in placing its equipment in the CO to the
12 tune of, on average, *** BEGIN CONFIDENTIAL [REDACTED]
13 END CONFIDENTIAL ***. Additionally, Covad has ordered and paid for
14 transport (approximately *** BEGIN CONFIDENTIAL [REDACTED] END
15 CONFIDENTIAL *** in nonrecurring charges per DS1 and an average of ***
16 BEGIN CONFIDENTIAL [REDACTED] END CONFIDENTIAL *** per month in
17 recurring charges per DS1; Covad has incurred approximately *** BEGIN
18 CONFIDENTIAL [REDACTED] END CONFIDENTIAL *** in nonrecurring charges
19 per DS3 and *** BEGIN CONFIDENTIAL [REDACTED] per month END
20 CONFIDENTIAL *** in recurring charges per DS3) and UNEs to provide
21 service to those customers, all of which Covad will ultimately lose under the
22 Qwest proposal.

23 Covad is not passively sitting around waiting for Qwest to force customers
24 off of our network and to result in a stranding of our central office-based
25 collocation spaces and equipment. To the contrary, Covad is working to develop
alternative ways to provide service to our customers. Notwithstanding these

1 efforts, it is not appropriate for Qwest to have the unilateral ability to disconnect
2 existing Covad customers under the guise of technological development.

3 At the end of the day, while Qwest may complain about its supposed
4 investment disincentive (which, as I discuss below, is an illusory concern), it is
5 Covad that suffers the monetary harm because it loses the value of its central
6 office investment.

7 **Q. IN DESCRIBING THE COVAD PROPOSAL IN ACTION, YOU STATED
8 THAT ONLY A HANDFUL OF CUSTOMERS WOULD BE IMPACTED.
9 HOW DO YOU ARRIVE AT THAT CONCLUSION?**

10 **A.** By two different methods. First, Qwest is and has been replacing copper with
11 fiber. To date, those activities have not impacted Covad so we reasonably assume
12 that the impact will not be huge, just that there will be some impact. The second
13 way I arrive at that conclusion is based on our experience in other ILEC regions.
14 In the BellSouth region, which is of comparable size in terms of Covad's customer
15 base to the Qwest region, *** **BEGIN CONFIDENTIAL**  **END**
16 **CONFIDENTIAL** *** Covad customers have been impacted by copper
17 retirement with fiber replacement as of April 2004. Notably, BellSouth has been
18 far more aggressive than Qwest in replacing copper with fiber, and more than 40%
19 of the BellSouth remote terminals are served by fiber – whereas it appears that
20 only approximately 20% of Qwest's remote terminals are served by fiber.
21 Importantly, Covad filed copper retirement complaints in each of the BellSouth
22 states where customers were impacted, and was able to successfully settle those
23 complaints in a fashion that allowed those customers to continue to receive the
24 same service they were receiving before the retirement.
25

1 **Q. IF IT IS ONLY A HANDFUL OF CUSTOMERS, WHY SHOULD THE**
2 **COMMISSION OR COVAD CARE ABOUT THESE CUSTOMERS?**

3 A. While four or five customers may be something Qwest is willing to ignore every
4 time it retires a copper feeder cable, Covad most certainly is not. And certainly,
5 that number increases with increased fiber deployment resulting in the retirement
6 of copper feeder cable. Covad is committed to delivering to each and every one of
7 its end users outstanding service. Covad's commitment is not just to provide the
8 service that the end user wants, but also to ensure that the end user's entire
9 experience with Covad, from ordering through disconnection, is a positive
10 experience and that the end users get what they want – excellent service from
11 Covad. Because of its commitment to service and end user satisfaction, Covad
12 does not just dismiss the predicament of a few customers because they are just a
13 few.

14 The Commission, too, does not ignore the predicament of a few consumers
15 just because there are a few rather than hundreds or thousands. If anything, the
16 Commission has evinced an overwhelming interest in making sure that each and
17 every consumer in Arizona is treated with respect and that providers over whom
18 the Commission exercises authority are responsive to their customers. Just
19 because only a few consumers may be impacted does not mean that they do not
20 deserve to have choices. To suggest otherwise is simply repugnant. If anything,
21 it is where only a few of the "little guys" are impacted that customer choice is
22 most important.

23 **Q. DOES THE COVAD PROPOSAL DISINCENT COVAD FROM**
24 **INVESTING IN ITS OWN NETWORK?**

25 A. No, it doesn't. As the Commission knows, Covad is a facilities-based provider.
 As of August 2001, Covad had invested over \$1.4 billion to build out its
 nationwide network, and since that time Covad has spent tens of millions of

1 dollars more to maintain and upgrade its already world-class network and
2 operating support systems ("OSS"). Covad collocates its own equipment in
3 numerous Qwest central offices in Arizona and throughout six other states in the
4 Qwest region (Covad is Qwest's largest collocation customer). Covad relies solely
5 on its own equipment and network to provide service to customers in Arizona,
6 except when it must utilize dedicated interoffice transport leased from Qwest in
7 some circumstances and as well as that quintessential bottleneck facility, the local
8 loop. Because of its business plan, Covad utilizes its own network wherever and
9 whenever the technological and economic circumstances make it possible. But,
10 because it makes no sense to invest in a remote DSLAM simply to serve a handful
11 of customers for a limited time period, Covad would not make that investment
12 decision.

11 **Q. QWEST HAS SUGGESTED ELSEWHERE THAT COVAD'S PROPOSAL**
12 **WOULD REDUCE QWEST'S INCENTIVE TO DEPLOY FIBER**
13 **FACILITIES. DO YOU AGREE WITH THIS STATEMENT?**

14 A. Absolutely not. The potential impact to Qwest, should Covad prevail on this issue,
15 would be so minimal that any possibility of impacting a multi-million dollar
16 investment decision is overstated, if not unfounded.

16 **Q. PLEASE EXPLAIN.**

17 A. Covad is primarily a wholesale provider of DSL services. Our business partners,
18 who provide the retail service, have a nationwide marketing focus. At times, the
19 focus may be at a state level, but never at a wire center or neighborhood level (the
20 neighborhood level is referred to by telecom providers as a distribution area, or
21 DA). Because of this fact, many DAs will have few, if any, end user customers
22 with Covad DSL service. Our customer base is not concentrated in any one DA,
23 but instead, randomly distributed over all DAs served by wire centers where
24 Covad is collocated. The likelihood of more than a handful of Covad end user
25

1 customers being impacted by a fiber replacement is so highly remote that any
2 attempt to argue that multi-million dollar investment decision would be made on
3 this basis is suspect in my mind.

4 Equally important, as Qwest has acknowledged, a key factor in
5 determining whether to deploy fiber is the cost to maintain the existing copper. It is a
6 well known, and oft-repeated statement in the telecommunications industry, that the
7 savings enjoyed as a result of lower maintenance costs ensures that a fiber deployment
8 will pay for itself in 3-5 years. Further, since Covad's proposal requires little or no
9 additional expenditures in the form of equipment, no legitimate argument can be made
10 that Covad's proposal will decrease Qwest's incentive to deploy fiber.

11 **Q. IF FIVE COVAD END USER CUSTOMERS WERE GOING TO BE
12 IMPACTED BY ONE FIBER CABLE REPLACEMENT PROJECT, WHAT
13 WOULD BE THE APPROXIMATE FINANCIAL IMPACT TO QWEST?**

14 A. Assuming an industry average churn rate (the length of time a typical customer
15 retains their DSL service) of two years, the difference in price between Qwest
16 wholesale and retail revenue is about \$100.00 per month for all 5 customers, the
17 impact would be about \$2,400.00. This is hardly enough to impact a decision as to
18 whether or not to deploy fiber to hundreds, if not thousands, of existing Qwest
19 customers.

20 **Q. CAN YOU SEE ANY POSSIBLE WAY THAT COVAD'S PROPOSAL
21 WOULD REDUCE QWEST'S INCENTIVE TO DEPLOY FIBER?**

22 A. Not in the least. Again, Covad's customers are so widely dispersed within the
23 Qwest network that impacts will be minimal, and certainly not significant enough
24 to discourage Qwest from deploying fiber cable. If Covad were a retail provider of
25 DSL, with established relationships with customers within a specific
neighborhood, higher concentrations of customers would be more likely.

1 However, unlike Qwest or the incumbent cable provider, Covad is not provided
2 this opportunity to target market to a specific neighborhood customer base.

3 Moreover, as I discussed above, I can envision at least one way in which
4 Qwest could provide an alternative service over any of the facilities available to an
5 existing Covad end user customer that would not change in any respect Qwest's
6 investment calculation or result in Qwest incurring any costs over and above what
7 it would otherwise incur when it decided to retire copper feeder and replace it with
8 fiber. Nor would this method (the VISIP product) require Qwest to maintain
9 copper it would not otherwise maintain, or provide any type of access to fiber
10 facility beyond that required to provide service to existing Covad customers until
11 they choose to disconnect their service. Of course, notwithstanding what I can
12 envision, Covad will commit to working with Qwest to developing an alternative
13 service for Covad's impacted existing customers that will not increase Qwest's
14 costs beyond the costs it would otherwise incur in deploying fiber feeder and the
15 associated electronics in the first place.

13 **Q. EXPLAIN WHY COVAD'S PROPOSAL ACTUALLY BENEFITS QWEST.**

14 **A.** Under Covad's proposal, Qwest continues to receive revenue from Covad as it
15 continues to provide service to the customer. If Covad is not allowed to retain that
16 customer, then Qwest is not assured of any revenue whatsoever from that
17 customer. In other words, if Qwest forces Covad to cut off service to its
18 customer, the customer then has the option of choosing Qwest for its broadband
19 service, or choosing the cable company for broadband and video service. The
20 customer is free to choose the cable company, and if he or she does so, Qwest will
21 receive no revenue whatsoever. At least under Covad's proposal, Qwest will
22 continue to recover its costs and make a reasonable profit without any additional
23 expenses.

1 Q. PLEASE EXPLAIN WHY THE DEPLOYMENT OF FIBER DOES NOT
2 LEAD TO ANY CONSUMER BENEFIT IN THE COPPER RETIREMENT
3 SCENARIO WITH WHICH COVAD IS CONCERNED.

4 A. Fiber deployment does not necessarily result in any meaningful consumer benefit.
5 In the first place, we are not talking about a situation in which the consumer does
6 not already have broadband. To the contrary, in the copper retirement scenario we
7 are talking about, the consumer already has broadband from Covad. The
8 deployment of fiber thus doesn't result in any bridging of the "digital divide" since
9 none exists in the scenario Covad is concerned about. This is an important point
10 because, historically, the desire to incent broadband deployment (whether via
11 copper or fiber) has been driven by the desire to provide all consumers with access
12 to broadband. That traditional justification for creating a deployment incentive
13 simply does not exist here. The consumer already has broadband from a provider
14 of their choice.

15 More importantly, Qwest's fiber deployment has not been designed to
16 actually facilitate the provision of broadband services – enhanced or otherwise. In
17 fact, Qwest has deployed fiber in at least one state for no purpose other than to
18 support voice service, as Exhibit MZ-2 shows. And given what I know about the
19 network architecture that Qwest has chosen for purposes of supporting voice and
20 DSL service, the deployment of fiber alone in no way ensures that end users on the
21 end of an all fiber or hybrid copper-fiber loop can or will receive anything other
22 than plain old telephone service ("POTS"). In other words, while Qwest regularly
23 can and does deploy fiber and the equipment necessary to connect effectively to
24 copper distribution loops, unless Qwest specifically opts to deploy additional
25 equipment capable of supporting DSL service, Qwest's standard fiber deployment
is really only designed to support growth and additional needs for POTS and
POTS lines, and not DSL or enhanced broadband capabilities like video.

1 Additionally, because Qwest's fiber deployment is not made with a specific
2 requirement that the copper distribution loops be of length that can support DSL,
3 much less video services, Qwest's fiber deployment is very much oriented towards
4 relieving POTS capacity demands and not to providing broadband services –
enhanced (i.e., video) or otherwise (i.e., DSL).

5 To the extent that Qwest's fiber deployment is broadband capable, it
6 appears to be the rare exception, rather than the rule that the fiber Qwest has
7 deployed can provide any service other than what's already available over the all
8 copper loop running between the customer premises and the central office.
9 Finally, given DSL technology that will be available in 4-10 months, all copper
10 loops will also be able to support video services, thereby eliminating entirely any
11 service advantage that Qwest might gain (which is not a given, as I just explained)
by virtue of its fiber deployment.

12 **Q. QWEST HAS TALKED ELSEWHERE ABOUT THE FACT THAT ITS
13 FIBER DEPLOYMENT MAY BE CAPABLE OF SUPPORTING
14 BROADBAND SERVICES, DEPENDING ON THE TYPE OF CUSTOMER
15 PREMISES EQUIPMENT THAT THE CUSTOMER HAS. DOES THIS
CHANGE YOUR OPINION ABOUT QWEST'S FIBER DEPLOYMENT?**

16 **A.** No, it doesn't. The primary reason that it doesn't change my opinion is that,
17 whenever loop capabilities are contingent on the type of CPE a customer has, then
18 you are automatically talking about a business customer. As is clear from the TRO
19 as well as the FCC's FTTC Reconsideration Order, the FCC is not concerned
20 about broadband access and capabilities available to business customers
21 (presumably because those customers will always get what they want since they
22 yield the highest margins for telecom providers). Rather, the FCC made clear it
23 wanted to incent the deployment of fiber and enhanced broadband services to
residential customers. So, Qwest's attempt to bolster the supposed broadband

1 capabilities of its fiber deployment is misleading, since such fiber is serving
2 business and not residential customers.

3 **Q. IN FACT, QWEST'S FIBER DEPLOYMENT WILL RESULT IN
4 CONSUMER HARM, WON'T IT?**

5 A. The deployment of fiber, if Covad's proposal is not adopted, will actually lead to
6 consumer harm. The consumer has made his or her choice among providers and
7 currently available service options. The choice to go with Covad should be
8 honored until the consumer changes his or her mind, just as, if the consumer
9 chooses to leave Covad, then that choice should be honored as well. Relatedly, of
10 course, as consumers have fewer providers to choose from, their rates will go up as
11 a result of the monopoly/duopoly service arrangement. At least under Covad's
12 proposal, the consumer won't face an immediate jacking up of the price of the
13 service he or she receives, because they have an alternative, lower-priced, and
14 excellent service option in Covad.

15 **Q. DO YOU TAKE ISSUE WITH QWEST'S COPPER RETIREMENT
16 NOTICE PROCESS?**

17 A. It is clear to us that Qwest's notice process is deficient.

18 **Q. WHY IS THE QWEST NOTICE PROCESS DEFICIENT?**

19 A. As I understand it, while Qwest will provide notice of all copper retirement
20 activity, including copper retirement resulting in hybrid fiber-copper loops, the
21 notice that Qwest is providing is inadequate to fully inform Covad that its
22 customers will be impacted. Right now, the Qwest notice simply lists the state, the
23 wire center, the planned retirement date, the DA number, the FDI address and the
24 replaced/replacing transmission media, as you can see from the attached Exhibit
25 MZ-3. This is absolutely insufficient to allow a CLEC to determine whether a
particular copper retirement will impact its customer base. Equally important,
there is nothing on the notification, whether in the form of a contact number or a

1 URL that would allow a CLEC to seek whatever additional information Qwest
2 might have relative to the impact of the copper retirement on the existing customer
3 base.

3 **Q. WHAT KIND OF INFORMATION MUST QWEST PROVIDE IN ORDER**
4 **TO ALLOW COVAD (AND ANY OTHER CLEC) TO DETERMINE**
5 **WHETHER A COPPER RETIREMENT IS CUSTOMER IMPACTING?**

6 A. Covad believes that the following information must be provided to Covad in order
7 for it to determine whether the copper retirement is customer impacting:

8 *City and State

9 *Wire center

10 *Retirement Date

11 *FDI address

12 *Listing of all impacted addresses in the DA

13 *Listing of all Covad customer impacted addresses

14 *Old and new cable media, including transmission characteristics

15 *Circuit identification number

16 *Cable and pair information

17 **Q. DO YOU BELIEVE IT IS REASONABLE TO REQUIRE QWEST TO**
18 **PROVIDE THIS INFORMATION TO CLECS?**

19 A. Absolutely. In the first place, with the exception of the FDI address and the cable
20 transmission characteristics, we pulled this listing of information based on what
21 BellSouth provides Covad every time it retires copper and there is an impact on
22 Covad's existing customer base. If BellSouth can provide this information,
23 certainly Qwest can as well. As for the two additional pieces of information, FDI
24 address and the cable transmission characteristics, Qwest appears already to be
25 able to provide that information so it should not be problematic at all to continue
providing that information.

1 Second, based on a recent copper retirement notification from Qwest, it
2 appears that Qwest is equally capable of discerning whether there are any specific
3 CLEC-customer impacts. Specifically, pursuant to a September 21, 2004 network
4 notification, attached hereto as Exhibit MZ-4, Qwest was able to determine with a
5 Colorado copper retirement that “there are no impacts to the CLEC community.”
6 When asked by Covad how Qwest was able to make this determination, a Qwest
7 representative responded that “cable counts impacted by the change were reviewed
8 for working CLEC circuits.” See Exhibit MZ-5. Qwest reiterated during the Utah
9 hearing that it first checks to see the types of services impacted by a copper
10 retirement and, if it is a service that is not necessarily compatible with fiber, it can
11 take the additional step of looking to see who the provider of that service is.

12 Based on this information, it appears clear that Qwest is more than capable
13 of making an individualized finding of whether specific Covad customers would
14 be impacted by a copper retirement. Despite that capability, Qwest is refusing to
15 make it available to Covad. The result is an anti-competitive situation in which
16 Qwest not only has the capability of targeting and taking Covad customers, but
17 also rendering Covad unable to at least make the disconnection of its own
18 customer a smooth experience for that customer.

19 **ISSUE 5 - REGENERATION: SHOULD QWEST PROVIDE
20 REGENERATION BETWEEN CLEC COLLOCATIONS, AND WHAT, IF
21 ANYTHING, SHOULD QWEST BE ALLOWED TO CHARGE COVAD
22 FOR REGENERATION?**

23 **(Sections 8.2.1.23.1.4 [proposed], 8.3.1.9 [proposed], and 9.1.10 [deleted])**

1 **Q. PLEASE PROVIDE SOME CONTEXT FOR THE REGENERATION**
2 **ISSUE.**

3 **A.** Regeneration is, quite simply, the reconstruction or “boosting” of a digital signal
4 so that it meets the ANSI standards (ANSI T1.102) for a particular type of loop or
5 service. For example, if by the time a DS1 digital signal travels from one
6 collocation space to another collocation space in the central office (“CO”) it does
7 not meet the DS1 signal requirements, then that DS1 signal must be boosted back
8 to the appropriate level. So, in a nutshell, the regeneration issue deals with the
9 situation in which a boosting of the signal is required in order to provision a high
10 capacity circuit between two collocations spaces (either a single CLEC’s two
11 spaces or the collocation spaces of two different CLECs) within a Qwest CO.
12 Importantly, for purposes of my testimony on this issue, the need for regeneration
13 arises when the collocation spaces are so far apart in the CO that the signal must
14 be boosted – or regenerated – so that it meets the applicable technical
15 specifications when it reaches the second collocation space.

16 **Q. UNDER WHAT CIRCUMSTANCES WOULD REGENERATION BE**
17 **REQUIRED?**

18 **A.** There are two scenarios in which the CLEC to CLEC cross-connect regeneration
19 issue arises. In the first scenario, Covad is connecting to the collocation space of
20 another CLEC for purposes of handing off traffic from the Covad network to the
21 other CLEC’s network. More often than not, given differences in timing as to
22 when each CLEC collocated and the type of collocation arrangement selected
23 (caged, cageless, or virtual), the two CLEC’s collocation spaces would not be
24 contiguous and instead would be located in areas of the CO separated from each
25 other as determined by Qwest when it assigned these collocation spaces, as I
discussed more fully below.

1 The second scenario is one in which Covad collocated in a central office
2 and, at some later date, determined it needed additional space. In this latter
3 scenario, if no space contiguous to the original collocation is available, then the
4 second Covad collocation space would be located at some distance, determined by
5 Qwest, away from its original collocation space.

6 Under the Qwest proposal, should the subsequent Covad collocation space
7 be located far away from the existing Covad collocation, or should either the
8 original or subsequent Covad collocation spaces be located away from another
9 CLEC it is doing business with, Covad (and/or the other CLEC) would need to
10 order a "finished service" from the Qwest tariff or incur the cost of placing
11 regeneration equipment either mid span or at both collocation arrangements, to
12 boost the signal between the collocation arrangements.

13 **Q. ARE THERE SITUATIONS OTHER THAN CLEC TO CLEC CROSS-
14 CONNECTIONS WHERE QWEST PROVIDES CENTRAL OFFICE
15 REGENERATION?**

16 **A.** Yes. Qwest provides regeneration, where it is required by ANSI standards, for
17 interconnection to Qwest's unbundled network elements (i.e., ILEC-CLEC
18 regeneration). For instance, if Covad were to order a dedicated transport circuit
19 between two Qwest central offices, and regeneration were required between
20 Qwest's frame and Covad's collocation in one of the central offices, Qwest
21 currently provides that regeneration and it is called ILEC-CLEC regeneration.
22 Qwest treats ILEC to CLEC regeneration as a wholesale product, and costs and
23 prices it on a TELRIC basis.

24 **Q. WHAT DOES QWEST CHARGE FOR ILEC TO CLEC
25 REGENERATION?**

A. Qwest charges \$0 for ILEC to CLEC regeneration as a result of a 2002 cost docket
proceeding in this state. Qwest of course will argue that we're just trying to get

1 CLEC regeneration for free. The problem with that argument is that any inability
2 to charge for regeneration is strictly the fault of Qwest. It was given the
3 opportunity to make its case as to the appropriateness and amount of an ILEC-
4 CLEC regeneration charge and failed to do so. Qwest cannot pass off its failure to
5 make its case to Covad.

6 **Q. YOU MENTIONED PREVIOUSLY THAT THE NEED FOR
7 REGENERATION IS DRIVEN BY CABLE LENGTHS. ARE THERE
8 STANDARDS TO DETERMINE MAXIMUM CABLE LENGTHS?**

9 **A.** There are. The ANSI standards state that the maximum cable length for a DS1
10 signal is 655 feet, and the maximum cable length for a DS3 signal is 450 feet.

11 **Q. ARE THERE ASSUMPTIONS RELATED TO ACHIEVING THESE
12 MAXIMUM DISTANCES?**

13 **A.** Yes. The ANSI standard assumes that (1) the highest quality cable is used, and (2)
14 the cable is continuous (no intermediate cross-connects). If these assumptions are
15 not met, the maximum length is significantly diminished. In other words, if these
16 assumptions are not met, the need for regeneration may arise on a DS1 cable that
17 is far less than 655 feet and on a DS3 cable that is far less than 450 feet.

18 **Q. IS IT LIKELY THAT THESE MAXIMUM CABLE LENGTHS WILL BE
19 EXCEEDED AND REGENERATION REQUIRED WHEN CONNECTING
20 CLEC COLLOCATION ARRANGEMENTS?**

21 **A.** Yes. Although excessive cable lengths will occur most often in larger, multi-floor
22 central offices where demand for these circuits will be greatest, long cable runs
23 may also occur in single floor central offices due to the engineering requirements
24 surrounding cable placement.

25 **Q. PLEASE EXPLAIN.**

A. When engineering a cable route within a central office, a number of factors that
impact the length of cable needed must be considered. In a multi-floor

1 environment, a major impact is the distance to a riser cable opening in either the
2 floor or ceiling. Due to fire safety concerns, cable riser openings are very limited
3 and there may be a need to engineer a cable run well in excess of 100 feet in order
4 to reach the riser opening. Another engineering requirement is to run "like" cable
5 on the same ladder racking (ladder racking is connected to the ceiling in a central
6 office and used for carrying various types of cable within the central office). For
7 example, transmission cable used to carry DS1 and DS3 signal level circuits
8 cannot be placed on racking used to carry power or fiber optic cable. Other
9 engineering requirements, such as load weighting restrictions for the ladder
10 racking, can also impact the route needed to be used for placing cable. Due to
11 these engineering requirements, it is quite possible to require regeneration on DS1
12 or DS3 signal level circuits installed between a collocation and a second
13 collocation that is directly above it on the next floor. Several hundred feet of cable
14 could easily be required on each floor even though the collocations are physically
15 only 10 feet apart.

16 **Q. ARE DS1 AND DS3 SIGNAL LEVEL CIRCUITS COMMONLY USED BY
17 COVAD AND OTHER CLECS?**

18 **A.** Yes. Individual customer circuits (DS0 level) are aggregated onto high capacity
19 DS1 and DS3 signal level circuits for transport to various points in the network.
20 These are the two most commonly used circuit levels by Covad as we have both
21 types in almost all of our collocation arrangements.

22 **Q. WHAT THEN, SPECIFICALLY, IS THE PARTIES' DISAGREEMENT ON
23 THIS REGENERATION ISSUE?**

24 **A.** The parties' disagreement with respect to this issue is relatively clear. Covad
25 believes it should be able to order regeneration of a CLEC-to-CLEC cross connect
on the same terms and conditions it is able to order regeneration for any other
interconnection product, such as an unbundled loop, a transport circuit or,

1 specifically as in this case, an ILEC-to-CLEC cross connect. I set out below
2 Covad's proposed language on the regeneration issue:

3 8.2.1.23.1.4 CLEC is responsible for the end-to-end service
4 design that uses ICDF Cross Connection to ensure that the
5 resulting service meets its Customer's needs. This is
6 accomplished by CLEC using the Design Layout Record
7 (DLR) for the service connection. Depending on the distance
8 parameters of the combination, regeneration may be required.
9 Qwest shall assess charges for CLEC to CLEC regeneration,
10 if any, on the same terms and conditions, and at the same
11 rates as for ILEC to CLEC regeneration.

12 8.3.1.9 Channel Regeneration Charge. Required when the
13 distance from CLEC's leased physical space (for Caged or
14 Cageless Physical Collocation) or from the collocated
15 equipment (for Virtual Collocation) to the Qwest network
16 ("ILEC to CLEC regeneration"), to CLEC's non-contiguous
17 Collocation space ("CLEC to CLEC regeneration"), or to the
18 Collocation space of another CLEC ("CLEC to CLEC
19 regeneration") is of sufficient length to require regeneration
20 based on the ANSI Standard for cable distance limitations.
21 Channel Regeneration Charges shall not apply until the
22 Commission approves a wholesale Channel Regeneration
23 Charge. After approval of such charge, Channel
24 Regeneration Charges shall be assessed for ILEC to CLEC
25 and CLEC to CLEC regeneration on the same terms and
conditions, and at the same rates. If CLEC requests Channel

1 Regeneration in spite of the fact that it is not required to meet
2 ANSI standards, Qwest will provide such regeneration and
3 CLEC will pay the Channel Regeneration Charge described
4 herein.

5 Qwest believes it is not required to provide a wholesale regeneration product at a
6 TELRIC price (as opposed to a retail tariff finished service) for CLEC-to-CLEC
7 cross connects.

8 **Q. PLEASE EXPLAIN WHY APPLICATION OF COVAD'S PROPOSAL IS**
9 **FAIR AND WILL RESULT IN EQUAL TREATMENT OF ALL CLECS.**

10 A. Just as with ILEC-CLEC cross-connect regeneration, CLEC to CLEC cross-
11 connect regeneration is a function of distance and time. It is a function of distance
12 because as a signal travels across a cable, the signal strength weakens and thus
13 may require regeneration, or boosting, to maintain the appropriate technical
14 parameters. It is a function of time because two CLECs that collocated in 1999 in
15 contiguous or adjacent space and who have a cross-connect may not require
16 regeneration, but a cross-connect between one of the 1999 collocators and a 2004
17 collocator several floors and linear feet away may require regeneration. Note that
18 the 2004 collocator likely will be placed in a location farther away than a 1999
19 collocator because all of the collocation spaces near the 1999 collocator were
20 taken by other CLECs that collocated prior to the 2004 CLEC.

21 In the case of Qwest and the 2004 collocator, regeneration would currently
22 be provided at no charge. However, the same does not hold true if the 2004
23 collocator wishes to cross-connect with the 1999 collocator. In the latter scenario,
24 the collocator requesting regeneration would have to pay for it, which results in
25 that collocator being penalized in the form of additional costs from which Qwest
 remains free. The other CLEC likely would feel the cost impact, since it is
 virtually assured that the requesting CLEC would pass on at least some of the

1 regeneration costs to its CLEC partner. That is an unfair, discriminatory result and
2 should not be permitted by the Commission.

3 **Q. WHY SHOULD QWEST BE REQUIRED TO PROVIDE REGENERATION**
4 **UNDER THE SAME TERMS AND CONDITIONS AND AT THE SAME**
5 **RATES AS AN ILEC TO CLEC CROSS CONNECT?**

6 A. As an initial matter, Qwest must perform CLEC to CLEC cross-connects as
7 required by FCC rules. 47 C.F.R. §51.323(h) states:

8 An incumbent LEC shall provide, at the request of a
9 collocating telecommunications carrier, a connection
10 between the equipment in the collocated spaces of two or
11 more telecommunications carriers, except to the extent the
12 incumbent LEC permits the carriers to provide the requested
13 connection for themselves... Where technically feasible, the
14 incumbent LEC shall provide the connection using copper,
15 dark fiber, lit fiber, or other transmission medium, as
16 requested by the collocating telecommunications carrier.

17 Further, as the FCC stated in its Fourth Report and Order,

18 We find that pursuant to Section 201 that it would be unjust and
19 unreasonable for an incumbent LEC to refuse to provision cross-
20 connects between collocated competitive LECs. We also find
21 that, in the alternative, such a refusal would be unjust,
22 unreasonable and discriminatory within the meaning of Section
23 251(c)(6).

24 Contrary to Qwest's assertions, these FCC findings and rules do not create a
25 "regeneration exception" but rather provide that Qwest may either permit CLECs

1 to make their own cross connection arrangements, or it must provide the cross
2 connection, upon request. In the case of cross connections requiring regeneration,
3 it is often impossible for CLECs to provide this regeneration themselves, and
4 usually would require an inefficient engineering configuration even if such
5 regeneration were possible from existing collocation space. Consequently, this
6 regeneration issue is not whether Qwest must provide CLEC to CLEC cross-
7 connects (Qwest surely has to agree that it must do so), but rather whether Qwest
8 must provide regeneration for that CLEC to CLEC cross-connect in order to
9 ensure that the signal traveling from one CLEC collocation space to a different
10 collocation space maintains the appropriate specifications. I believe that law,
11 logic, and technical issues dictate that Qwest is under an obligation to provide
12 CLEC to CLEC regeneration on the same terms and conditions as for ILEC to
13 CLEC regeneration.

14 **Q. WHAT LAW AND LOGIC ARE YOU RELYING UPON?**

15 **A.** While I am not a lawyer, my understanding is that the FCC's Fourth Report and
16 Order, which I cited above and discuss more fully below, makes very clear what
17 Qwest's obligations are with respect to CLEC to CLEC cross-connects and, by
18 extension, CLEC to CLEC regeneration. In the Fourth Report and Order, the FCC
19 reconfirmed the fact that ILECs must provision cross-connects for CLECs or, at a
20 minimum, allow CLECs to self-provision those cross-connects.

21 More importantly, for purposes of resolving the regeneration dispute (Issue
22 5), the FCC made clear that this legal requirement to provision CLEC cross-
23 connects was made pursuant to Section 251(c)(6) of the Act. What this means
24 from a decisional perspective is key. Section 251(c)(6) is the section of the Act
25 that addresses collocation and which affirmatively requires that ILECs permit
CLECs to collocate in a central office in order to interconnect with other carriers
and to access UNEs. There is no doubt that ILEC to CLEC cross-connects are

1 designed specifically to meet these statutory purposes. And since the FCC
2 grounded its authority to require CLEC to CLEC cross-connects in Section
3 251(c)(6), CLEC to CLEC cross-connects likewise are designed to fill the same
4 purposes and must have all the same attributes and properties, such as
regeneration, that an ILEC to CLEC cross-connect would have.

5 A fundamental fact underlying regeneration is that it is generally provided
6 to ensure that carriers can actually interconnect and access UNEs at applicable
7 industry standards. As a consequence, since CLEC to CLEC cross-connects serve
8 the identical purpose as an ILEC to CLEC cross-connect, they should be supplied
9 with regeneration (just as an ILEC to CLEC cross-connect is) when necessary to
ensure appropriate technical signals on the same rates, terms and conditions.

10 Congress and the FCC left no room for question on this point. Because a
11 Section 251(c)(6) obligation carries with it the obligation that Qwest act in a non-
12 discriminatory manner when provisioning collocation elements such as cross-
13 connects, Qwest cannot provide a particular service, like regeneration, for one
14 Section 251(c)(6) cross-connect (here, ILEC to CLEC cross-connects) and then
15 refuse to provide regeneration on the same rates, terms and conditions for another
16 type of Section 251(c)(6) cross-connect (here, CLEC to CLEC cross-connects).
17 To find otherwise would result in collocation, interconnection and access to UNEs
18 that is different from (i.e., inferior) to the quality of the interconnection and access
19 Qwest accords to itself and therefore would be discriminatory. Moreover, since
20 the FCC has already previously defined the requirement of "equal in quality"
21 interconnection as a requirement that Qwest design interconnection facilities to
22 meet the same technical criteria and service standards, including transmission
23 standards, that are used within the Qwest network, there is no legitimate or good
24 faith reason to treat CLEC to CLEC regeneration on different rates, terms, and
25 conditions than ILEC to CLEC regeneration.

1 **Q. THE REQUIREMENT OF NON-DISCRIMINATION MAKES SENSE**
2 **WHEN ONE CONSIDERS THE FACT THAT QWEST CONTROLS**
3 **SPACE ALLOCATION IN THE CENTRAL OFFICE, DOESN'T IT?**

4 A. It does. Qwest controls central office space and determines how to allocate space
5 to itself and collocators within the CO. Presumably, because Qwest makes these
6 decisions, if regeneration is required, it is a result of a Qwest decision. Qwest,
7 however, cannot make these allocation and placement decisions in any old way.
8 The FCC's rules that I discussed above do not permit Qwest to engineer its central
9 office collocation arrangements in a way that artificially increases a CLEC's costs.
10 That is, if Qwest engineers CO space in a fashion that increases a CLEC's costs,
11 without any simultaneous technical or cost benefit to itself, then Qwest is in
12 violation of the FCC's collocation rules which require that Qwest use the most
13 efficient collocation space allocation arrangements possible.

14 Basically what this means to me is that Qwest should not be allowed to
15 assert a "take it or leave it" cross-connect architecture on Covad, but instead must
16 provide an appropriate and efficient (both from an engineering and economic
17 perspective) cross-connection architecture. Inefficiency in design is exactly what
18 the FCC rules prohibit, and Qwest is required to offer the lowest cost, most
19 technically efficient cross-connect architecture possible. This requirement of
20 efficiency plainly goes hand in hand with the non-discrimination requirement in
21 that both requirements are designed to ensure that Qwest treats its wholesale
22 customers/retail competitors on the same terms and conditions to promote, to the
23 maximum extent possible, a level competitive playing field.

24 **Q. CAN YOU PROVIDE AN EXAMPLE OF WHAT YOU MEAN WHEN**
25 **TALKING ABOUT EFFICIENCY IN DESIGN?**

26 A. Sure. At the Minneapolis Downtown Central Office, the partner (another CLEC)
27 that Covad was required to use for much of our transport was collocated on the 4th

1 floor. Upon applying for our collocation space, I was shown space on the 5th floor,
2 even though space was still available on the 4th floor where Covad's partner was
3 collocated. When I asked to be collocated on the 4th floor so that Covad would be
4 able to connect to its partner's collocation more efficiently, Qwest denied my
5 request stating that it had been decided that all future collocations would be on the
6 5th floor. No other explanation was offered. The DS3 transport circuits between
7 the Covad collocation and our partner's collocation all required regeneration.
8 Although Covad has since replaced these circuits with Qwest UNE transport
9 circuits, should the need ever arise again to use transport circuits provided by a
10 CLEC partner collocated on the 4th floor, regeneration would again be required. It
11 is Qwest's position that the CLEC should assume the costs associated with
12 purchasing transport circuits from their tariff which would significantly increase
13 our cost of providing competitive service. This is a totally unreasonable
14 expectation based upon Qwest's inefficient use of central office space. If Qwest
15 had no other options with respect to providing collocation space, which resulted in
16 the need to provide regeneration between collocation arrangements, then it may be
17 appropriate for Qwest to charge CLECs for regeneration. However, from my
18 observations in handling most of the collocation build outs for Covad in the Qwest
19 region, this situation would be the exception rather than the rule.

17 **Q. DO YOU HAVE SIMILAR CONCERNS WITH CENTRAL OFFICES IN
18 ARIZONA?**

19 **A.** Yes. A similar situation may develop in central offices in the Arizona market
20 where Covad may be required to collocate equipment on different floors. Phoenix
21 Main and Scottsdale Main are two very large Qwest central offices in which this
22 may soon become an issue for C and other CLECs. As space becomes less
23 available, the probability of having multiple floor collocations becomes greater.

1 And with the changing competitive and regulatory environment, the need to
2 connect collocations within the same central office will also increase.

3 The net result in this scenario is that, rather than being able to buy a
4 wholesale product at a cost-based TELRIC rate, Covad would have to purchase a
5 much more expensive tariffed service that would greatly increase its cost of doing
6 business to its detriment and the detriment of its customers to whom the excessive
7 tariffed costs might flow.

8 **Q. QWEST HAS STATED THAT CLECS CAN PERFORM ANY NEEDED
9 REGENERATION FROM THEIR COLLOCATION ARRANGEMENTS.
10 DO YOU AGREE?**

11 **A.** No. The most efficient placement of the regeneration equipment would be mid
12 span, or at a point about half way between the two collocations. When a signal
13 leaves a carrier's equipment, it is already being transmitted at optimum signal
14 strength per ANSI T1.102. By using mid point regeneration, the signal strength
15 remains much more constant and remains within the ANSI limits, which enhances
16 the capability of maintaining the integrity of the data being transmitted on the
17 circuit. The less deviation from the optimum signal level the better the circuit
18 quality. Just as one may be able to holler from their front steps to the neighbor, the
19 communication will become much more clear and effective if you were to walk to
20 the fence and speak to the neighbor with a normal voice. This fundamental
21 physical principal underlies the ANSI standards.

22 While there may be a few isolated situations where signal strength can be
23 adjusted at the end points to make a circuit work, there is no way to do this on a
24 regular basis and still meet the specifications of the ANSI standard I discussed
25 earlier. Not only does the ANSI standard contain cable and distance standards, it
also contains power standards which cannot be exceeded without causing harm to
adjacent circuits.

1 Q. **WHAT KIND OF HARM ARE YOU TALKING ABOUT?**

2 A. What I mean is that the CLEC-regenerated signal would cause digital cross-talk
3 and lead to spectrum interference with the signals being transmitted over all
4 adjacent transmission cables using the same cable racking, such that the signals
5 transmitted by other carriers are completely "scrambled." In other words, the
6 Covad-regenerated signal would disrupt the communications network of those
7 carriers, which may also include Qwest. Just as there are specifications requiring
8 regeneration over certain cable lengths, there are also specifications around how
9 high a signal level can be transmitted in order to maintain the integrity of the
10 network.

11 Q. **HOW COULD A CLEC PERFORM ITS OWN MID SPAN
12 REGENERATION?**

13 A. It is not possible for a CLEC to provide mid-span regeneration. In the first place,
14 it would require the construction of an entirely new collocation space and the
15 placement of regeneration equipment. In other words, it would cost a CLEC at
16 least *** **BEGIN CONFIDENTIAL** [REDACTED] **END CONFIDENTIAL** *** in
17 collocation costs to be able to provide mid-span regeneration and take up to 130
18 days before such capability would be available. The time and cost associated with
19 regeneration of one, single cross-connect makes it utterly infeasible. No carrier,
20 Qwest or CLEC, can afford to waste time and capital in such a fashion.

21 Further, it is unclear to me whether a CLEC actually could provide mid-
22 span regeneration. Based on my years of experience in Qwest central offices, the
23 mid-span point could fall in a location in the central office to which CLECs do not
24 have access (i.e., a switching equipment room or an MDF or COSMIC frame). In
25 this case, even if a CLEC were inclined to do so, it would be precluded from
providing its own mid-span regeneration.

1 Q. ISN'T IT TRUE THAT QWEST'S POSITION IN THE ARBITRATION IS
2 DIRECTLY CONTRADICTORY TO ITS PRIOR, LONGSTANDING
3 POSITION ON REGENERATION?

4 A. Yes, it is. At the first arbitration hearing in Colorado, Qwest explained that Qwest
5 considers a CLEC-to-CLEC cross connect a wholesale product unless that cross
6 connect requires regeneration. In that case, Qwest supposedly will provide a retail
7 regeneration product, available under its access tariff, to provide the connection.

8 However, this position is entirely inconsistent with Qwest's prior positions
9 and statements regarding regeneration. Not once prior to the Colorado arbitration
10 did Qwest ever argue that any central office regeneration product provided to
11 CLECs should be considered a finished service, or that Qwest had no obligation to
12 provide regeneration, where necessary, under the Act. In fact, two years ago when
13 it first addressed this issue, in response to a Change Request ("CR") submitted by
14 Eschelon, Qwest provided detailed clarification of its CLEC-to-CLEC cross
15 connection product, labeled COCC-X, and stated that the CLEC to CLEC cross-
16 connect can and did include regeneration:

17 The CLEC-to-CLEC Cross-Connection (COCC-X) offering
18 is defined as the CLEC's capability to order a cross-
19 connection from its Collocation in a Qwest Premises to its
20 non-adjacent Collocation space or to another CLEC's
21 Collocation within the same Qwest Premises at the
22 Interconnection Distribution Frame (ICDF).

23 ...

24 Given the possibility that total cable lengths from the
25 Collocation spaces through the ICDF are longer than the
[ANSI Standards] table allows, there is the opportunity for a
CLEC to request regeneration by using a specific Network
Channel Interface (NCI) code on their order. The NCI is
chosen from Table 6-5 of Tech Pub 77386 using one that
calls for regeneration.

...

Qwest, following receipt of the ASR will perform ICDF
connections and regeneration functions. Equipment

1 additions for regeneration (if no spares are available) will be
initiated. Qwest completes these activities and conducts
verification testing.

2 Exhibit MZ-6 at pages 4 and 5.

3 In addition to the response above, in June of 2003, Qwest proposed
4 "updates" to Tech Pub 77386, including the deletion of the Chapter 15, addressing
5 regeneration for interconnection. When Eschelon raised concerns that deletion of
this chapter would eliminate the wholesale regeneration product, Qwest replied:

6 Qwest is not eliminating DSX regeneration, but merely
7 changing who is responsible for determining when
8 regeneration is required. The changes in the Tech Pub were
9 driven by this recent change in who is responsible for
10 determining when regeneration is required. More
11 specifically, **the CLEC's are no longer responsible for
determining if regeneration is required, Qwest is now
responsible for that determination. As a result of this
change in responsibility, the tech pub is being updated to
remove all statements and NC/NCI codes that indicate
that the CLEC's need to order regeneration, or are
responsible for determining when regeneration is
required.**

12 Exhibit MZ-7.

13 **Q. YOU STATED THAT QWEST'S POSITION IN THIS ARBITRATION IS**
14 **THAT CLEC TO CLEC TIES REQUIRING REGENERATION MUST BE**
15 **ORDERED AS A FINISHED SERVICE FROM THE TARIFF. DID**
16 **QWEST TAKE THIS POSITION DURING NEGOTIATIONS PRIOR TO**
17 **FILING FOR ARBITRATION?**

18 **A.** I have to reiterate that the answer to that question is emphatically "No." In fact,
19 Qwest never once mentioned during the 18 months of negotiations that CLEC to
20 CLEC regeneration was only ordered and provided as a finished service. As I
21 alluded to in my earlier testimony, Qwest first proffered this position in the
22 prefiled Direct Testimony of Qwest witness Michael Norman in the Colorado
23

1 Arbitration. Until that time, it was my belief that the dispute involved whether or
2 not Covad would be required to pay the SGAT/TELRIC based rates for
3 regeneration versus the tariff rates.

4 **Q. PLEASE SUMMARIZE COVAD'S POSITION ON THE PRICING OF**
5 **CLEC TO CLEC CROSS CONNECT REGENERATION.**

6 A. Covad's request in this arbitration is that both forms of regeneration should be
7 priced and treated the same: if Qwest does not charge for regeneration in the
8 context of providing access to network elements (required by the Act and FCC
9 rules), it also should not charge for regeneration in the context of providing CLEC
10 to CLEC cross-connections, which are also required by the Act and FCC rules.
11 There is no justification for treating the two situations differently, and there is
12 certainly no justification for the retail pricing of CLEC to CLEC regeneration that
13 Qwest is now proposing.

14 **Q. HAS THE FCC CONSIDERED THE COMPETITIVE EFFECTS OF ILEC**
15 **POLICIES AND PRICING REGARDING CLEC-TO-CLEC CROSS-**
16 **CONNECTS?**

17 A. Yes. In ruling that ILECs were required to provide central office cross-connects
18 between CLECs, despite the fact that ILECs were not required to allow CLECs to
19 self-provision these cross-connects, the FCC said that:

20 if an incumbent LEC refuses to provision cross-connects
21 between competitive LECs collocated at the incumbent's
22 premises, the incumbent would be the only LEC that could
23 interconnect with all or even any of the competitive LECs

1 **Q. IS THERE ANYTHING IN ANY OF THE DOCUMENTATION**
2 **AVAILABLE TO CLECS THAT WOULD SUGGEST THAT CLEC TO**
3 **CLEC REGENERATION IS ONLY AVAILABLE AS A FINISHED**
4 **SERVICE?**

5 A. Not at all. To the contrary, all of the documentation very clearly demonstrates
6 that, until the Colorado arbitration, Qwest very clearly was providing CLEC to
7 CLEC regeneration as a UNE at TELRIC prices.

8 **Q. DOES THIS CONCLUDE YOUR DIRECT TESTIMONY?**

9 A. This concludes my Direct Testimony, however, I anticipate filing all Reply
10 Testimony permitted by the Commission, and being presented for cross
11 examination at the hearing on the merits.

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EXHIBIT

MZ-1

Contract No.

QWEST DSL VOLUME PLAN AGREEMENT

This Qwest DSL Volume Plan Agreement ("Agreement") is by and between ("Customer") and Qwest Corporation ("Qwest") for participation in the Qwest DSL Volume Plan ("Volume Plan"). This Agreement may refer to Customer and Qwest individually as a "Party," and collectively, as "Parties."

1. SCOPE AND DESCRIPTION OF SERVICE.

1.1 Qwest shall provide the Volume Plan to Customer in accordance with the terms and conditions of this Agreement and Qwest's FCC1 Access Service Tariff ("Tariff"), which is incorporated herein by this reference. Qwest shall provide Qwest DSL Service ("Service") to Customer, including Qwest DSL lines. The Service will allow Customer to offer high-speed, Internet access to Customer's ISP customers and other end users (individually an "End User," and collectively, "End Users") using Qwest as the underlying DSL provider. Customer shall comply with the Tariff and be responsible for all aspects of End User acquisition (marketing, and loop qualification, etc.), ordering, fulfillment, and End-User management (End-User billing, trouble reporting, and repair calls, etc.).

1.2 By participating in the Volume Plan, Customer will receive volume discounts based on the number of active and billable Qwest DSL lines.

1.3 Both Parties agree that Customer shall be considered the consumer of any products and services sold by Qwest under this Agreement, and that this Agreement is not subject to any resale discounts.

2. TERM.

2.1 This Agreement shall commence on the date on which it is executed by Qwest following Customer's execution of this Agreement ("Effective Date"), and it expires on the third anniversary of the "Enrollment Date," which is the date on which Customer's first order is completed by Qwest within Qwest's standard delivery interval ("Term"). The date on which the necessary circuits and systems are installed, tested, and operational to allow Customer to place DSL orders with Qwest electronically shall be called the "Operational Date." The "necessary circuits and systems" means the installation of at least one DSL Host service location and the required circuits and interfaces to complete loop qualifications and issue orders through a Qwest-specified ordering tool.

2.2 The twelve (12) month period to reach the first volume tier will begin on the Enrollment Date. Qwest agrees to use commercially reasonable efforts to meet an Operational Date of _____, assuming that Customer completes and submits to Qwest both the Customer Profile (as defined in Subsection 5.4) and the VISP Quarterly Forecast (as defined in Subsection 5.3), within ten (10) business days of the Effective Date. If Qwest becomes aware that it will not meet the Operational Date for any reason, including Customer's failure to deliver the Customer Profile or the VISP Quarterly Forecast as required, it will notify Customer in writing of a new projected Operational Date. Customer shall place its first order within thirty (30) days of the Operational Date. If Customer fails to place such an order, the thirty-first (31st) day subsequent to the Operational Date shall be the Enrollment Date. If Qwest fails to complete within its standard delivery interval a first order placed within thirty (30) days of the Operational Date, a new Operational Date shall be established by Qwest, and Customer shall place its next order within thirty (30) days of this new Operational Date. This process shall be repeated until the Enrollment Date is set. Once the Enrollment Date is established, the Parties shall issue an Amendment to this Agreement to document the Enrollment Date.

2.3 If Customer wishes to continue to participate in the Volume Plan after the Term, a new agreement with Qwest must be executed.

Notice

The information contained herein should not be disclosed to unauthorized persons. It is meant for use by authorized representatives of Qwest and Customer only.

3. CHARGES AND BILLING.

3.1 Exhibit 1, incorporated herein by this reference, lists the standard Qwest DSL Subscriber pricing (pre-tax) as well as the volume discount options Customer may receive based on the number of DSL lines Customer orders and installs. Customer will be eligible for only one of the discount plans, and Customer shall select the discount plan by checking the appropriate box below. The discounts will apply only to the monthly recurring charge ("MRC"), and will not apply to any nonrecurring charge ("NRC"). Customer is not eligible to participate in any DSL regulated promotions during the Term. During the first twelve (12) months following the Enrollment Date, Customer agrees to order and install the number of active, billable, Qwest DSL lines required by its discount plan selection below. Additional commitments may apply as provided in Exhibit 1, depending on the discount plan.

- Basic Discount Option (15,000 Qwest DSL lines)
- Volume Commitment Option 1 (¹ Qwest DSL lines X 25% =)

3.2 In addition to such MRCs and NRCs, Customer is responsible for all Taxes assessed in connection with the Volume Plan and the Service. "Taxes" means any and all applicable foreign, federal, state and local taxes, including without limitation, all use, sales, value-added, surcharges, excise, franchise, commercial, gross receipts, license, privilege or other similar taxes, levies, surcharges, duties, fees, or other tax-related surcharges, whether charged to or against Qwest or Customer, with respect to the Volume Plan and the Service, but excluding any taxes based on Qwest's net income. Qwest will not charge Customer for Taxes if Customer provides appropriate tax exemption certificates to Qwest. Customer will indemnify and pay Qwest for any tax assessment, penalties, and interest if any exemption certificate provided to Qwest by Customer is found invalid by a tax jurisdiction.

3.3 Customer shall pay each invoice within thirty (30) days of its receipt of the invoice. Late payments are subject to a late charge as specified by the Tariff, and if there is no such rate specified therein, the late charge shall be equal to one and one half percent (1½%) per month or the maximum allowed by law, whichever is less. The Volume Plan does not include customer premises equipment ("CPE"), and all prices for Service under this Agreement will be offered and charged to Customer independently from and regardless of Customer's purchase of any CPE or other services from Qwest. Customer's payment obligations are not contingent upon Customer's ability to collect payments or charges from any third party (including, without limitation, any End Users, affiliates, agents, brokers, or resellers).

3.4 Qwest reserves the right to modify the rates and charges, and change the Volume Plan, however, any percentage discount available to Customer under the Volume Plan may not be modified during the Term except as specifically provided herein. The rates and charges contained herein may change as required by the Tariff.

4. SERVICE CHANGES.

4.1 Customer may request additions/deletions to the Volume Plan or Service, and Qwest may supply such additions/deletions to Customer, subject to the following conditions: a) Qwest commercially offers such additions/deletions and necessary facilities are technically and practicably available; and b) the charges for the additions/deletions will be at the rates in effect for the Volume Plan at the time of such additions/deletions and which correspond to the remaining portion of the Term.

4.2 An additional NRC applies when Customer changes a Qwest DSL Host port speed after Qwest DSL Host service is established, or when Customer requests a change in speed for an End User. The charges for these changes will be the then-current Tariff rates at the time the change is made. Current Tariff rates are shown in Exhibit 1.

¹ Minimum 60,000 DSL lines.

~~Notice~~
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It is meant for use by authorized representatives of Qwest and Customer only.

5. CUSTOMER OBLIGATIONS.

5.1 It will be the sole responsibility of Customer to market, advertise and promote its product to potential End Users. Qwest will have no direct business contact with any End Users, except as stated in Subsection 5.15. Customer may represent the DSL lines as its own, and brand the service accordingly.

5.2 Customer will establish 'Restricted' Qwest DSL Host Service in all LATAs where Customer wishes to purchase Qwest DSL lines as defined in the Tariff. A 'Restricted' Qwest DSL Host customer is one that is responsible for placement of all of its own end-user orders and is not available for selection as a host by a public end user.

5.3 Customer shall provide Qwest a quarterly DSL line forecast by state, city, and month on a twelve (12) month rolling basis ("VISP Quarterly Forecast").

5.4 Customer shall complete and return to Qwest the customer profile form provided by Qwest to Customer ("Customer Profile").

5.5 Customer will receive qualified loop data electronically. Customer may perform real-time loop qualifications for individual End Users.

5.6 Customer will submit orders for Qwest DSL lines electronically. The customer of record for the Service will be Customer. The customer of record for the voice line will be the End User.

5.7 Customer shall provide to End Users CPE qualified by Qwest to work with the Qwest DSL network. Upon request, Qwest will provide to Customer a list of qualified CPE.

5.8 Qwest agrees to perform CPE qualification testing for Customer on one modem model at no charge. Customer shall pay Qwest Fifteen Thousand U.S. Dollars (\$15,000.00) for each additional modem model/version qualification testing requested by Customer. This charge is payable prior to qualification testing and it will not be refunded regardless of the outcome of the test.

5.9 Customer shall be responsible for providing technical support to the End User after the Qwest DSL line has been installed. Technical support shall mean providing general product information, collecting technical problem information, screening customer support requests, problem isolation, configuration support, and defect determination. Customer will show a continuing and resolute effort to direct End Users to call only Customer's designated, support centers. Failure to make such an effort shall constitute a material breach of this Agreement. Qwest's responsibility is to support Customer as provided in Section 6, and therefore, Qwest will direct any and all End-User calls placed to a Qwest DSL support center back to Customer's designated, support centers.

5.10 Customer will be responsible for billing its End Users for Service. End Users will contact Customer for all billing questions or disputes related to Service.

5.11 Customer will designate a point of contact(s) other than Qwest for use by End Users for all troubleshooting and repair issues related to Service.

5.12 Subject to Subsection 5.13, Customer agrees to use the standard Qwest Business-to-Business electronic, user interface. Customer shall access such Graphical User Interface ("GUI") via its Web browser and the Internet. Customer may use this interface for, among other things: ordering, billing, loop qualification, and repair ticketing. The GUI is provided as the basic, transaction method for Volume Plan customers, and thus, no charges, except for any applicable termination charges, apply for use of this interface.

5.13 Customer may choose an Extensible Markup Language ("XML") electronic interface instead of the GUI. The XML interface includes multiple transaction Application Plan Interface ("API") gateways

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associated with ordering, billing, loop qualification and repair ticketing. Qwest will provide Customer detailed specifications for these API gateways upon request. Customer is responsible for developing its interface to the API gateways prior to launch. Customers who choose the XML Interface Option will incur the following charges: (a) A one-time, setup fee of Three Hundred Fifty Thousand U.S. Dollars (\$350,000.00) (which includes documentation, training, and two rounds of end-to-end testing); and (b) A fee of Twenty-Five Thousand U.S. Dollars (\$25,000.00) for each additional end-to-end test (if additional testing is requested or required by Qwest).

5.14 If Customer requires services not included in the Volume Plan and Qwest agrees to supply such services, the Parties shall prepare and execute a written amendment to this Agreement, describing such services and all applicable terms and conditions, including pricing.

5.15 Customer will submit repair tickets for Qwest DSL lines electronically. Customer shall allow Qwest technicians to contact Customers' end users if Qwest deems it necessary for purposes of troubleshooting a Customer-initiated, repair request.

5.16 Customer's use of the Service and participation in the Volume Plan shall comply in all material respects with all applicable foreign, federal, state or local laws or regulations, including obtaining any applicable licenses, approvals, and regulatory authority for its use of the Service. Customer agrees to defend, indemnify and hold harmless Qwest, its affiliates, and contractors from any and all third party claims, liabilities, costs and expenses, including reasonable attorneys' fees, arising from or related to use, resale or modification of Service by Customer or End Users.

6. QWEST OBLIGATIONS.

6.1 Qwest will provide Customer qualified loop data and the capability to perform real-time loop qualifications for individual End Users.

6.2 Qwest will process orders submitted by Customer in Qwest's prevailing, standard, delivery interval, which is five (5) business days currently. If Customer submits a valid, qualified order for Service in a service area in which Qwest offers Service under this Agreement, and for reasons other than the fault of Customer the order is either (a) not accepted into Qwest's system, or (b) accepted, but not processed within Qwest's prevailing, standard, delivery interval, then Customer will receive credit for such order towards Customer's volume commitments hereunder, as if such order were an active, billable port.

6.3 Qwest will provision Service for Customer on the End User's voice line only when the End User has a Qwest-provided voice line that qualifies for Service.

6.4 Qwest will provide Customer the ability to monitor the status of orders Customer has placed. Qwest will not provide order status to the End User. Qwest will also supply access to basic Qwest proprietary systems related to Qwest DSL line diagnostics as available in certain Qwest central offices, including access to network diagnostic data. Although Qwest will not charge for access to the systems and services described in this Section at present, Qwest reserves the right to charge for access to these systems and services in the future, including any enhancements thereto. Customer will purchase all necessary interconnection/transport services associated with connecting to Qwest's systems.

6.5 Qwest will bill Customer for all Qwest DSL lines that Customer has ordered, which are installed and operational. The bill provided to Customer will include the total number of subscribers, the telephone number of each subscriber, the Service price for each telephone number, and the discount awarded to Customer (based on the number of Qwest DSL lines Customer has installed and the discount program selected).

6.6 If Customer has a good-faith dispute concerning its bill, Customer will notify Qwest of its concerns, and Qwest will provide Customer with appropriate information to explain and/or justify the bill.

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6.7 Qwest will repair Service at the End User's location if it is determined that problems with the End User's Service are the responsibility of Qwest. If Qwest determines that the trouble at the End User's location was not Qwest's responsibility, Customer will be billed for all costs incurred by Qwest.

7. **JOINT OBLIGATIONS.** Qwest and Customer will confer as reasonably necessary to track and analyze key DSL metrics, ensuring timely provisioning and maintenance with respect to Customer's purchase of Service as well as Customer's progress toward meeting subscriber commitments.

8. **TERMINATION.**

8.1 Qwest may (a) immediately suspend all or any part of the Service, and/or (b) terminate this Agreement (effective after the applicable notice period): (i) for Cause (as defined herein); or (ii) upon written notice if Customer becomes or is declared insolvent or bankrupt or is the subject of any proceedings related to its liquidation, insolvency or for the appointment of a receiver or similar officer for it. "Cause" means the failure of a Party to perform a material obligation under this Agreement which failure is not remedied, if curable: (a) in the event of a payment default by Customer, upon five (5) calendar days written notice, or (b) in the event of any other general default, upon thirty (30) calendar days, written notice to the other Party. Customer may terminate this Agreement for Cause. If Customer terminates this Agreement for Cause prior to the conclusion of the Term, then Customer shall remain liable for charges accrued but unpaid as of the termination date. If, prior to the conclusion of the Term, this Agreement is terminated, in whole or in part, either: (a) by Customer for any reason other than Cause, or (b) by Qwest pursuant to this Subsection, then Customer shall pay for all accrued and unpaid charges for Services provided through the effective date of such termination plus the cancellation charges, termination liabilities, and rate adjustments described in Section 8.

8.2 If termination of this Agreement occurs prior to Customer ordering and Qwest accepting one hundred (100) orders and during the first (60) days following the Enrollment Date, cancellation charges shall be those reasonable costs incurred by Qwest through the date of termination, plus any other cancellation charges described herein.

8.3 If Customer selects the Basic Discount Option, it shall comply with the Basic Discount Option DSL line commitment described in Section 1 of Exhibit 1. If Customer fails to meet this commitment, Qwest shall have the right to terminate Customer's participation in the Volume Plan, and Customer shall pay to Qwest 100% of the total accumulated discount credited to Customer for the year at issue plus a ten percent (10%) surcharge on such discount. Such termination charge is due and payable within thirty (30) days of the invoice date. Such termination of participation in the Volume Plan shall not result in the disconnection of Service to End Users.

8.4 If Customer selects the Volume Commitment Option 1, it shall comply with the Volume Commitment Option 1 DSL line commitment described in Section 2 of Exhibit 1. If Customer fails to meet this commitment, Qwest shall adjust Customer's enrollment in the Volume Plan and the discounts granted Customer, as follows: (a) Customer will be placed into the Basic Discount Option and will be subject to its terms, including the requirement to have a minimum of 15,000 active and billable Qwest DSL lines by the end of the twelve (12) month period commencing on the Enrollment Date; (b) the appropriate discount from the Volume Plan Discount Table will be applied prospectively to the actual active or billing DSL lines; and (c) Customer shall pay to Qwest 100% of the total accumulated discount credited for the year at issue plus a 10% surcharge on such discounts. Such termination charge is due and payable within thirty (30) days of the invoice date. Such termination of participation in the Volume Plan shall not result in the disconnection of Service to End Users.

8.5 In the event Customer has selected the GUI option and fails to have a minimum of 15,000 active and billable DSL lines by the end of the twelve (12) month period commencing on the Enrollment Date, Customer shall pay to Qwest an additional sum of up to One Hundred Thousand U.S. Dollars (\$100,000.00) ("Total GUI Charge") which both Qwest and Customer agree reasonably reflects Qwest's expense to create the GUI for Customer. Customer shall pay the following percentage of the Total GUI

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Charge to Qwest as determined by Customer's number of active and billable DSL lines as of the end of the twelve (12) month period commencing on the Enrollment Date: (a) More than 12,000 DSL lines, but fewer than 15,000 DSL lines, forty percent (40%); (b) More than 8,000 DSL lines, but fewer than 12,001, eighty percent (80%); and (c) Fewer than 8,001 DSL lines, one hundred percent (100%). Such amount is due and payable within thirty (30) days of the invoice date.

9. LIMITATION OF LIABILITY. EXCEPT FOR CUSTOMER'S PAYMENT AND INDEMNIFICATION OBLIGATIONS EXPRESSLY SET FORTH IN THIS AGREEMENT, NEITHER PARTY, ITS AFFILIATES OR CONTRACTORS SHALL BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES OR FOR ANY LOST OR IMPUTED PROFITS OR REVENUES OR LOST DATA OR COSTS OF COVER ARISING FROM OR RELATED TO THE SERVICES OR THIS AGREEMENT, REGARDLESS OF THE LEGAL THEORY UNDER WHICH SUCH LIABILITY IS ASSERTED AND REGARDLESS OF WHETHER A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF ANY SUCH LIABILITY, LOSS, OR DAMAGE. CUSTOMER'S EXCLUSIVE REMEDIES FOR ANY AND ALL CLAIMS RELATED TO THE SERVICE SHALL BE LIMITED TO: (A) THOSE REMEDIES SET FORTH IN THE APPLICABLE OUT-OF-SERVICE CREDIT; OR (B) IF THERE IS NO SUCH APPLICABLE CREDIT, THE TOTAL MRC PAID BY CUSTOMER TO QWEST FOR THE AFFECTED SERVICE IN THE MONTH IMMEDIATELY PRECEDING THE OCCURRENCE OF THE EVENT GIVING RISE TO THE CLAIM. QWEST'S TOTAL AGGREGATE LIABILITY ARISING FROM OR RELATED TO THIS AGREEMENT SHALL NOT EXCEED THE TOTAL MRCS PAID BY CUSTOMER TO QWEST PURSUANT TO THIS AGREEMENT IN THE MONTH IMMEDIATELY PRECEDING THE OCCURRENCE OF THE EVENT GIVING RISE TO THE CLAIM.

10. DISCLAIMER OF WARRANTIES. QWEST MAKES NO WARRANTIES, EXPRESS OR IMPLIED, AS TO ANY SERVICE PROVIDED HEREUNDER. QWEST SPECIFICALLY DISCLAIMS ANY AND ALL IMPLIED WARRANTIES, INCLUDING WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR TITLE, OR NONINFRINGEMENT OF THIRD-PARTY RIGHTS. NO ADVICE OR INFORMATION GIVEN BY QWEST, ITS AFFILIATES OR ITS CONTRACTORS OR THEIR RESPECTIVE EMPLOYEES SHALL CREATE ANY WARRANTY.

11. FORCE MAJEURE. Neither Party will be liable for any delay or failure to perform its obligations hereunder if such delay or failure is caused by an unforeseeable event (other than a failure to comply with payment obligations) beyond the reasonable control of a Party, including without limitation: act of God; fire; flood; labor strikes or unrest; sabotage; fiber cut; material shortages or unavailability or other delay in delivery not resulting from the responsible Party's failure to timely place orders therefor; lack of or delay in transportation; government codes, ordinances, laws, rules, regulations or restrictions; war or civil disorder; or acts of terrorism.

12. DISPUTE RESOLUTION. Any dispute arising out of, or relating to, this Agreement which cannot be resolved by the Parties will be settled by arbitration, which will be conducted in accordance with the Judicial Arbitration and Mediation Services ("JAMS") Comprehensive Arbitration Rules. The Federal Arbitration Act, 9 U.S.C. Sections 1-16, not state law, shall govern the arbitrability of the dispute. Either Party may initiate arbitration by providing to JAMS a written demand for arbitration (with a copy to the other Party), a copy of this Agreement and the administrative fee required by JAMS. The written demand for arbitration shall be sufficiently detailed to permit the other Party to understand the claim(s) and identify witnesses and relevant documents. Except for the administrative fees in commencing the arbitration, or filing any counterclaims, the costs of the arbitration, including arbitrator's fees, shall be shared equally by the Parties; provided, however, that each Party shall bear the cost of preparing and presenting its own claims and/or defenses (including its own attorneys' fees). The arbitration will be held in Denver, Colorado. The arbitrator has no authority to award any indirect, incidental, special, punitive, or consequential damages, including damages for lost profits. The arbitrator's decision shall follow the plain meaning of this Agreement and shall be final, binding, and enforceable in a court of competent jurisdiction. If either Party fails to comply with the dispute resolution process set forth herein (including, without limitation, nonpayment of an arbitration award) and a Party is required to resort to court

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proceedings to enforce such compliance, then the noncomplying Party shall reimburse all of the costs and expenses incurred by the Party requesting such enforcement (including reasonable attorneys' fees).

13. **CONFIDENTIALITY.** Neither Party shall, without the prior written consent of the other Party, disclose or use (except as expressly permitted by, or required to achieve the purposes of, this Agreement) the Confidential Information of the other Party, during the Term and for one (1) year following the expiration or termination hereof. Such consent by Qwest may be given only by Qwest's Corporate Legal Department and any purported consent by any other person, including any Qwest sales or customer service representative, is void and of no effect. "Confidential Information" means written or electronic information that is either: (a) marked as confidential and/or proprietary, or which is accompanied by written notice that such information is confidential/proprietary, or (b) not marked or accompanied by notice that it is confidential/proprietary, but which, if disclosed to any third party, could reasonably and foreseeably cause competitive harm to the owner of such information. Confidential information shall not include information which, as demonstrated by the receiving Party: (a) is in the public domain or otherwise ceases to be secret or confidential through no breach of this Agreement by the receiving Party; (b) is already known or is developed independently by the receiving Party independent of any disclosure by the disclosing Party; or (c) is revealed to recipient by a third party who does not thereby breach any obligation of confidentiality and who discloses such information in good faith. Confidential information shall include, but not be limited to, the terms (including pricing) and existence of this Agreement; provided, however, that either Party may disclose the existence of this Agreement (but none of its terms) as may be reasonably necessary for such Party to conduct its business. Each Party will take reasonable precautions to protect the other Party's Confidential Information, using at least the same standard of care as it uses to maintain the confidentiality of its own confidential information. The receiving Party may disclose Confidential Information if required by a governmental agency, by operation of law, or if necessary in any proceeding to establish rights or obligations under this Agreement, provided that the receiving Party gives the disclosing Party reasonable prior written notice sufficient to permit the disclosing Party an opportunity to contest such disclosure.

14. **INTERRUPTIONS TO SERVICE.** The Tariff shall govern any credit allowances granted to Customer for any Service interruptions.

15. **PUBLICITY.** Neither Party shall, without the prior written consent of the other Party: (a) issue any press release or make any other public announcement regarding this Agreement or any relation between Customer and Qwest; or (b) use the name, trademarks or other proprietary identifying symbol of the other Party or its affiliates. Such consent by Qwest may be given only by Qwest's Corporate Communications Department and any purported consent by any other person, including any Qwest sales or customer-service representative, is void and of no effect.

16. **GENERAL PROVISIONS.**

16.1 This Agreement shall be governed by the laws of the State of New York, without regard to its choice of law principles.

16.2 If any provision of this Agreement is held to be unenforceable, the unenforceable provision shall be construed as nearly as possible to reflect the original intent of the Parties and the remaining provisions shall remain in full force and effect.

16.3 Neither Party's failure to insist upon strict performance of any provision of this Agreement shall be construed as a waiver of any of its rights hereunder. All terms and provisions of this Agreement which should by their nature survive the termination of this Agreement shall so survive.

16.4 This is a retail marketing agreement. Customer may not assign this Agreement or any of its rights or obligations hereunder without the prior written consent of Qwest, which consent will not be withheld unreasonably.

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16.5 The terms, representations, warranties and agreements of the Parties set forth in this Agreement are not intended for, nor shall they be for the benefit of or enforceable by, any person or entity that is not a Party.

16.6 Except as otherwise provided herein, all required notices shall be in writing, transmitted to the Parties' addresses specified in the signature page, Qwest's Customer billing address, or such other addresses as may be specified by written notice, and will be considered given either: (a) when delivered in person to the recipient named on the signature page; (b) when deposited in either registered or certified U.S. Mail, return receipt requested, postage prepaid; or (c) when delivered to an overnight courier service.

16.7 If a Party returns this Agreement by facsimile machine, the signing Party intends the copy of the authorized signature printed by the receiving facsimile machine to be its original signature.

16.8 If there is any conflict between this Agreement and the Tariff or its replacement, the then-current tariff shall prevail.

16.9 This Agreement (together with the signature page and Exhibit 1) constitutes one and the same legally binding instrument and the entire agreement between Customer and Qwest with respect to the subject matter hereof, and supersedes all prior offers, contracts, agreements, representations and understandings made to or with Customer by Qwest, whether oral or written, relating to the subject matter hereof. All amendments to this Agreement shall be in writing and signed by authorized representatives of the Parties. This Agreement does not address sales or services related to CPE. CPE is addressed in a separate agreement. Qwest may act in reliance upon any instruction, instrument, or signature reasonably believed by Qwest to be genuine. Customer agrees that any employee of Customer who gives any written notice or other instruction in connection with this Agreement has the authority to do so.

[SIGNATURE PAGE FOLLOWS]

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Page 8

IN WITNESS WHEREOF, the Parties have read, understand and agree to all of the above terms and conditions of this Agreement, and hereby execute and authorize this Agreement as of the Qwest signature date below.

Customer

Qwest Corporation

Authorized Signature

Authorized Signature

Name Typed or Printed

Name Typed or Printed

Title

Title

Date

Date

Address for Notices

Address for Notices

Qwest Corporation
1801 California Street, Suite 3800
Denver, Colorado 80202
Facsimile #: (303) 295-9973
Attn: Legal Department

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**EXHIBIT 1
QWEST DSL VOLUME PLAN AGREEMENT**

QWEST DSL Subscriber Pricing

Each Qwest DSL Subscriber must pay for his/her/its residential or business phone line.

The rates below ("Rates") are based on the month-to-month Qwest DSL Service rates as forth in Section 8.4.5 of the Qwest FCC1 Access Service Tariff ("Tariff"). The Rates may change without notice. If there is any conflict between this Exhibit 1 and the Tariff or its replacement, the then-current tariff shall prevail.

Qwest DSL Service Available speeds up to 256 Kbps	\$99.00	\$21.95
Qwest DSL Service Available speeds up to 512 Kbps	\$99.00	\$31.95
Qwest DSL Service Available speeds up to 1.5 Mbps	\$30.00	
<i>Professional Products</i>		
Qwest DSL Service Available speeds up to 1.5 Mbps	\$99.00	\$55.00
Qwest DSL Service Available speeds up to 3.1 Mbps	\$99.00	\$66.00
Qwest DSL Service Available speeds up to 6.3 Mbps	\$99.00	\$88.00
Qwest DSL Service Available speeds up to 12.5 Mbps	\$99.00	\$165.00
Qwest DSL Service Available speeds up to 25.0 Mbps	\$99.00	\$275.00
Qwest DSL Service Available speeds up to 51.2 Mbps	\$90.00	

One, three and five-year Tariff Contract Rates as defined in the Tariff are not eligible for discounts under the Qwest DSL Volume Plan.

NRCs are not subject to discount.

Volume Plan Discount Table

Total DSL Lines in Service (aggregated active ports)	Discount (applicable to all speeds and term plans)
	36-Month Agreement
Up to 15,000	11% of the total monthly recurring bill
15,001 to 30,000	12% of the total monthly recurring bill
30,001 to 60,000	13% of the total monthly recurring bill
60,001 to 120,000	14% of the total monthly recurring bill
120,001 to 200,000	15% of the total monthly recurring bill
200,001 to 400,000	17% of the total monthly recurring bill

Customer must acquire 15,000 active billing ports or subscribers in the first 12 months.

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Customer is eligible for one of the following discount options:

1. Basic Discount Option (Discount based on achieved volume).

Customer(s) must commit to acquiring a minimum of Fifteen Thousand (15,000) active and billable Qwest DSL lines by the end of the 12th month of its 36-month Fixed Period Service Rate Plan ("Plan"). In exchange for this commitment, Customer shall be granted the applicable discount contained in the Volume Plan Discount Table provided herein. If Customer does not have a minimum of Fifteen Thousand (15,000) active and billable Qwest DSL lines by the end of the initial 12-month period, Qwest reserves the right to terminate Customer's participation in the Plan. Customer must maintain a minimum of Fifteen Thousand (15,000) active and billable Qwest DSL lines during the entire Term.

In the event Qwest terminates Customer's participation in the Basic Discount Option, any subsequent orders for Qwest DSL lines placed by Customer will be charged the then-current month-to-month Tariff rates for the respective Qwest DSL Service requested.

2. Volume Commitment Option 1 (Discount based on committed volume).

Customer will commit to acquiring ()² Qwest DSL lines over the Term of this Agreement (Thirty-Six (36) Months).

Qwest will grant Customer the discount for the committed volume as provided in the Volume Plan Discount Table. The discount will be applied to the total monthly recurring bill throughout the term of this Agreement.

Qwest will perform an annual review of the number of active billing Qwest DSL lines. Customer will acquire 25% of the total committed DSL lines by the end of the first twelve (12) months, 60% of the total DSL lines by the end of the first twenty-four (24) months, and 100% of the total DSL lines by the end of the term of this Agreement.

At the end of the first 12-month period, if Customer's DSL line volume is at a higher level than anticipated, Customer will be given the opportunity to receive a larger discount by choosing to commit to a higher volume tier than it did originally. In order to receive a larger discount, Customer's DSL line count must meet 25% of the higher commitment level within twelve (12) months from the election. Upon making the new volume commitment, the higher discount will be applied prospectively to the monthly DSL charges for current lines in service and all future lines installed, as long as Customer meets the active and billable DSL line thresholds for the new volume commitment.

² Minimum 60,000 DSL lines.

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EXHIBIT

MZ-2

DOC 01451

State Of Minnesota
Department of Commerce
INFORMATION REQUEST

P-5692,421/IC-04-549

Information Requested From: Qwest Corporation
Information Requested By: Ferguson, Sharon
Date Requested: 08/31/2004
Date Response Due: 09/10/2004

REQUEST:

As of June 30, 2004 or some other convenient date, how many of each of the following types of loops does Qwest have in Minnesota?

- A. FTTH (Fiber to the home)
- B. FTTP (Fiber to the premise)
- C. FTTC (Fiber to the curb)
- D. FTTN (Fiber to the neighborhood)

RESPONSE:

Qwest objects on the grounds that the right of ILECs to retire copper loops recognized in the TRO is not conditioned upon whether the ILEC has previously deployed fiber loops. Without waiving these objections, Qwest states that it has not deployed in Minnesota any of the types of loops listed in the request above as contemplated by the FCC in the TRO regarding next-generation networks, i.e., fiber loops that support truly broadband transmission capabilities such as voice, data, video and other services.

A. As of November 2003, Qwest had 52 terminations of fiber optic cables to end user home locations in Minnesota that are only capable of providing voice service. These fiber terminations are the result of a 1991 (approximate) trial of fiber placement that utilized a non-standard network architecture that was never approved and generally installed by Qwest.

B. 0

C. As of September 2004, Qwest had 1187 fiber to the curb (again not as currently defined) terminations that involved the use of copper drops that only provide voice service. These terminations were the result of a 1994 (approximate) trial of fiber placement that utilized a non-standard network architecture that was never approved and generally installed by Qwest.

D. Qwest is not familiar with the term "fiber to the neighborhood" loops and for purposes of this response is treating "FTTN" loops as fiber to the node loops.

Respondent: Maryann Klasinski, Qwest Manager
Karen Stewart

SUPPLEMENTAL RESPONSE dated 9/14/04:

Without waiving the previous objections, Qwest states that it has not

deployed in Minnesota any of the types of loops listed in the request above as contemplated by the FCC in the TRO regarding next-generation networks, i.e., fiber loops that support truly broadband transmission capabilities such as voice, data, video and other services. Qwest responds further as follows:

A. FTTH - 0

As of November 2003, Qwest had 52 terminations of fiber optic cables to end user home locations in Minnesota that are only capable of providing voice service. These fiber terminations are the result of a 1991 (approximate) trial of fiber placement that utilized a non-standard network architecture that was never approved and generally installed by Qwest.

B. FTTP - 0

C. FTTC - 0

As of September 2004, Qwest had 1187 fiber to the curb (again not as currently defined) terminations that involved the use of copper drops that only provide voice service. These terminations were the result of a 1994 (approximate) trial of fiber placement that utilized a non-standard network architecture that was never approved and generally installed by Qwest.

D. FTTN - 0

Qwest is not familiar with the term "fiber to the neighborhood" loops and for purposes of this response is treating "FTTN" loops as fiber to the node loops.

Respondent: Karen Stewart

EXHIBIT

MZ-3



November 19, 2004

Megan Doberneck
Covad Communications Company
7901 Lowry Blvd.
Denver, CO 80230
mdoberne@covad.com

TO: Megan Doberneck

Announcement Date:	November 19, 2004
First Effective Date:	January 28, 2005
Document Number:	NETW.11.19.04.A.001252.Copper_Retimts_Network_Disclosure
Notification Category:	Network Notifications
Target Audience:	CLECs, IXCs, ILECs, Cellular, Paging
Subject/Product Name:	Copper Retirements in AZ, CO, ID, MN, MT, NM, and WY

Please route this notice to those in your company who have responsibility for the maintenance and implementation of your telecommunications network.

The attached Network Disclosure Announcement reflects the availability in certain areas of Qwest Communications to deliver new or augmented services.

If you have any questions or would like to discuss this notice please contact your Qwest Sales Manager, Elena Donaghy on (559) 434-9754 or your Qwest Service Manager, Eric Yohe on (303) 382-2678. Qwest appreciates your business and we look forward to our continued relationship.

Sincerely,

Qwest

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

The Qwest Wholesale Web Site provides a comprehensive catalog of detailed information on Qwest products and services including specific descriptions on doing business with Qwest. All information provided on the site describes current activities and process. Prior to any

modifications to existing activities or processes described on the web site, wholesale customers will receive written notification announcing the upcoming change.

If you would like to unsubscribe to mailouts please go to the ?Subscribe/Unsubscribe? web site and follow the unsubscribe instructions. The site is located at:

<http://www.qwest.com/wholesale/notices/cnla/maillist.html>

cc: Elena Donaghy
Eric Yohe

Qwest Communications 1600 7th Ave Room 1806 Seattle WA 98008

700 West Mineral
Littleton, CO. 80120



Network Disclosure Announcement No. 509

Public Notice of Network Change(s), Pursuant to CFR 47, subsections 51.325 - 51.335.
Qwest's Internet address: <http://www.qwest.com/disclosures>.

Copper Retirements in Arizona, Colorado, Idaho, Minnesota, Montana, New Mexico, & Wyoming

First Implementation Date: January 28, 2005 (Due to city requirements – Pls See AZ Entry)
Network Notices will be sent out to all affected CLECs associated with this specific copper retirement in addition to this Network Disclosure filing.

Other Implementation Dates: Range from February 21, 2005 – December 31, 2005

Original Date Posted:

November 18, 2004

Summary:

Copper Retirements are necessary to respond to various factors in the Outside Plant, including road construction, maintenance problems, and growth accommodation. Replacement cables may be either copper or fiber. Specific information will be provided with each disclosure.

**Locations, Timing of
Deployments & Interface
Requirements:**

The following gives additional details on the copper retirement(s):

1	STATE	ARIZONA
	WIRE CENTER	CHANDLER MAIN
	8-CHARACTER CLLI	CHNDZMA
	COMPLETION DATE/PLANNED RETIREMENT DATE	05-Apr-05
	DA (s)	210914; 210915
	FDI Address(es)	1420 E RAY RD; 980 E ORCHID
	Replacing	This job will relocate aerial cable that is conflict with a town of gilbert road project. the road project location is being fed from the wrong da and this will also be corrected on this job
2	STATE	ARIZONA
	WIRE CENTER	GREEN VALLEY
	8-CHARACTER CLLI	GNVYAZMA
	COMPLETION DATE/PLANNED RETIREMENT DATE	21-Feb-05
	DA (s)	312132; 323471
	FDI Address(es)	X 793 W WHITEHOUSE CANYON RD
	Replacing	REPLACING CABLES DUE TO MAINTENANCE ISSUES
3	STATE	ARIZONA
	WIRE CENTER	MARYVALE
	8-CHARACTER CLLI	PHNXAZMY
	COMPLETION DATE/PLANNED RETIREMENT DATE	28-Jan-05
	DA (s)	110173

Exhibit MZ-3

	FDI Address(es)	7111 W CAMPBELL AV; 7110 W CAMPBELL AV
	Replacing	This job will retire approximately 3200' of r1 copper and utilize existing fiber to feed the da. the work is being done between 67 th and 75 th ave on turney rd and campbell rd.this work is being forced by the maricopa county flood control district due to conflicts with a new flood channel being built.
4	STATE	ARIZONA
	WIRE CENTER	THUNDERBIRD
	8-CHARACTER CLLI	SCDLAZTH
	COMPLETION DATE/PLANNED RETIREMENT DATE	05-Apr-05
	DA (s)	110422
	FDI Address(es)	X 11010 N SCOTTSDALE RD
	Replacing	this job will remove qwest conflicts with a maricopa flood control drainage project. the cables that are in conflict are 1 aerial and 2 buried cables that will be replaced like-for-like to clear a 10'x5' box culvert being placed.
5	STATE	ARIZONA
	WIRE CENTER	WHITE TANKS
	8-CHARACTER CLLI	WHTKAZMA
	COMPLETION DATE/PLANNED RETIREMENT DATE	14-Mar-05
	DA (s)	110106
	FDI Address(es)	
	Replacing	THIS JOB WILL REPLACE 285' OF BHBA-100 WITH ANMW-100 GOING JOINT ON EX. POWER POLES TO ELIMINATE BURYING UNDER THE CANAL. THIS CABLE ISWET AND REQUIRES REPLACEMENT ASAP.
6	STATE	COLORADO
	WIRE CENTER	BOULDER
	8-CHARACTER CLLI	BLDRCOMA
	COMPLETION DATE/PLANNED RETIREMENT DATE	21-Feb-05
	DA (s)	423981
	FDI Address(es)	58.2 rl69a4; 57.6 rl69a4; 55.6 rl69a4
	Replacing	The scope of work to be completed is the replacement of approx 2700' of buried BHBH-50 (1972) from ped 1148 to ped 58.2 along Twin Sisters Rd served by x-box X 46.9 RL69A in D.A. 423981 in the Boulder wirecenter
7	STATE	COLORADO
	WIRE CENTER	DENVER NE
	8-CHARACTER CLLI	DNVRCONE
	COMPLETION DATE/PLANNED RETIREMENT DATE	21-Feb-05
	DA (s)	112722
	FDI Address(es)	IT 3651 E 86 AV
	Replacing	This job proposes to transfer all workers (52 total workers) within F2 count 3255E84,901-1000 into new count 3255E84,1051-1150 and place approx 560' of buried 200pr distribution cable from ped 3431-3621 E 86 Av to cutover an existing 100pr cable to this new count in D.A. 112722 in the Denver Northeast wirecenter.
8	STATE	IDAHO
	WIRE CENTER	NAMPA
	8-CHARACTER CLLI	NMPAIDMA
	COMPLETION DATE/PLANNED RETIREMENT DATE	21-Feb-05
	DA (s)	120503
	FDI Address(es)	

Exhibit MZ-3

	Replacing	This job REPLACES BHAA-50 WITH ANMW-200 ON LAKE LOWELL AVE BETWEEN S CASSIA ST AND S MIDDLETON RD IN NAMPA, IDAHO. DEVELOPER HAS REQUESTED POLES BE REMOVED DUE TO CONFLICT WITH CITY OF NAMPA REQUIRED ROAD IMPROVEMENTS FOR CREEKSIDE SUBDIVISION.
9	STATE	IDAHO
	WIRE CENTER	POCATELLO NORTH
	8-CHARACTER CLLI	PCTLIDNO
	COMPLETION DATE/PLANNED RETIREMENT DATE	31-Mar-05
	DA (s)	110201
	FDI Address(es)	X 5355 YELLOWSTONE AV
	Replacing	REPLACING AERIAL CABLE FOR MAINTENANCE PURPOSES
10	STATE	MINNESOTA
	WIRE CENTER	ALBERT LEA
	8-CHARACTER CLLI	ALLEMNAL
	COMPLETION DATE/PLANNED RETIREMENT DATE	01-Mar-05
	DA (s)	420102
	FDI Address(es)	901 LUTHER PL
	Replacing	THIS JOB WILL NEGATIVELY IMPACT THE LOOP MAKE-UPS AND CONSIDERED TO BE IMPACTING TO THE CLEC. THIS JOB WILL REPLACE A 22 GAUGE CABLE WITH A 24 GAUGE CABLE ALONG CIRCLE DRIVE IN THE CITY OF ALBERT LEA, MN.
11	STATE	MINNESOTA
	WIRE CENTER	COLERAINE
	8-CHARACTER CLLI	CLRNMNCO
	COMPLETION DATE/PLANNED RETIREMENT DATE	25-Feb-05
	DA (s)	115502
	FDI Address(es)	
	Replacing	Replace defective cable 29171 hwy 52: 1,200' of 19 gauge 11 pair will be replaced with 22 gauge
12	STATE	MINNESOTA
	WIRE CENTER	FERGUS FALLS
	8-CHARACTER CLLI	FRFLMNFB
	COMPLETION DATE/PLANNED RETIREMENT DATE	15-Mar-05
	DA (s)	390202
	FDI Address(es)	X 855/11
	Replacing	recent tests indicate 1581' of bhbh-50 pr cable along co hwy 15 and underneath the ottetail river has water in the sheath and is defective to the point beyond economical repair. presently, the maintenance techs have laid out a temporary 50 pr iwc over the culvert crossing the river and along co hwy 15 to keep customers in service. this job will consist of placing 855' of anaw-200 pr cable, and 766' of anaw-100 pr cable.
13	STATE	MONTANA
	WIRE CENTER	BOZEMAN
	8-CHARACTER CLLI	BZMNMTMA
	COMPLETION DATE/PLANNED RETIREMENT DATE	31-Dec-05
	DA (s)	114941
	FDI Address(es)	X 3170 BRIDGER CANYON RD; X 3173 BRIDGER CANYON RD

1	Replacing	REPLACING X BOX AND CABLING INTO IT
4	STATE	MONTANA
	WIRE CENTER	HARDIN
	8-CHARACTER CLLI	HRDNMTMA
	COMPLETION DATE/PLANNED RETIREMENT DATE	31-Dec-05
	DA (s)	220141
	FDI Address(es)	
	Replacing	this job is required to reroute copper and fiber facilities over a new bridge. (3) sheaths being abandoned are bkma-100, bkma-50, bhaa-100 being replaced with an anmw-200. (2) 12 pair fiber cables will also be replaced with (1) 24 pr fiber
1	STATE	MONTANA
5	WIRE CENTER	HELENA
	8-CHARACTER CLLI	HELNMTMA
	COMPLETION DATE/PLANNED RETIREMENT DATE	23-Mar-05
	DA (s)	121311
	FDI Address(es)	X 5201 YORK RD
	Replacing	this job provides for ABANDONING APPROXIMATELY 121' OF AJAW-25 CABLE. OLD RV PARK HAS BEEN RAZIED BY OWNER, PLANS TO BUILD NEW BUILDINGS IN FUTURE CLOSURE AND CABLE NOT NEEDED AND WILL ACTUALLY BE IN THE WAY OF CONSTRUCTION.
1	STATE	NEW MEXICO
6	WIRE CENTER	ALBUQUERQUE ACADEMY
	8-CHARACTER CLLI	ALBQNMAC
	COMPLETION DATE/PLANNED RETIREMENT DATE	21-Feb-05
	DA (s)	311001
	FDI Address(es)	X 6503 TRUCHAS DR NE
	Replacing	THIS JOB WILL REPLACE WET SECTION OF 340FT OF BHAH-200 CABLE BETWEEN LOTS ON TRUCHAS AND LOLA AV N E. THE CABLE IS BURIED AND IS CONTINUALLY GETTING WET. THE CABLE REPLACED IS 340 FT OF BHAH-200PR(1973) AND IS REPLACED BY 340FT OF ANMW-200 (2004).
1	STATE	WYOMING
7	WIRE CENTER	CASPER
	8-CHARACTER CLLI	CSPRWYMA
	COMPLETION DATE/PLANNED RETIREMENT DATE	21-Feb-05
	DA (s)	421831
	FDI Address(es)	X 802 CHAMBERLIN RD; X 10 RL66A
	Replacing	THIS JOB REPLACES 450' OF BHAH-50 WITH ANMW-50 FROM PED M 7-1 TO PED M 7 ALONG BOLES RD

Additional Information:

Any customer premises equipment vendor/manufacturer or enhanced services provider desiring additional technical information in conjunction with this Disclosure can contact:

Shirley Tallman
 700 W. Mineral Ave
 Littleton, CO 80120
Shirley.Tallman@qwest.com

EXHIBIT

MZ-4



September 21, 2004

Megan Doberneck
Covad Communications
7901 Lowry Blvd.
Denver, CO 80230
mdoberne@covad.com

TO: Megan Doberneck

Announcement Date:	September 21, 2004
Effective Date:	September 27, 2004
Document Number:	NETW.09.21.04.F.02089.CopperRetirements
Notification Category:	Network Notification
Target Audience:	CLECs – Colorado
Subject:	Copper Retirements

Summary of Change:

Qwest is planning to retire a section of copper cable located on Highway 85, south of Highlands Ranch Parkway, within the Highlands Ranch, Colorado, wire center (TTNCOHL), as a result of road construction. The existing copper feeder cable serving Distribution Area (DA) 411722 will be replaced by fiber feeder cable. The Colorado Department of Transportation has ordered that Qwest relocate telecommunication facilities in the above noted area by September 27, 2004.

The CLEC Community is requested to respond to Qwest with questions or comments by September 24, 2004. Qwest has determined that there are no impacts to the CLEC community.

If you have any questions on this subject, please feel free to contact Shirley Tallman at shirley.tallman@qwest.com.

Qwest welcomes questions and input from the CLEC community regarding this topic.

You are encouraged to provide feedback to this notice through our web site. We provide an easy to use feedback form at <http://www.qwest.com/wholesale/feedback.html>. A Qwest representative will contact you shortly to discuss your suggestion.

Sincerely,

Qwest

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

Announcement Date:

Page 2 of 2

Exhibit MZ-4

and conditions of such interconnection agreement shall prevail as between Qwest and the CLEC party to such interconnection agreement.

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

If you would like to unsubscribe to mailouts please go to the ?Subscribe/Unsubscribe? web site and follow the unsubscribe instructions. The site is located at:

<http://www.qwest.com/wholesale/notices/cnla/maillist.html>

cc: Elena Donaghy
Eric Yohe

Qwest Communications 1600 7th Ave Room 1806 Seattle WA 98108

EXHIBIT

MZ-5

Balvin, Elizabeth

From: Tallman, Shirley [Shirley.Tallman@qwest.com]
Sent: Monday, September 27, 2004 8:58 AM
To: Balvin, Elizabeth
Subject: FW: Customer Inquiry

Cable counts impacted by the change were reviewed for working CLEC circuits. Those CLEC circuits identified were POTS and will be cutover to the digital loop carrier system without disruption to the end-user customer.

Shirley Tallman
Staff Advocate
303 707-7085

Hi Mike,

This customer feedback was received through the Wholesale feedback form. Since you managed this notice, could you please have the appropriate person respond directly to Covad. Please let me know if you have any questions.

Thanks, Erin

-----Original Message-----

From: [mailto:feedback_form@qwest.wholesale]
Sent: Thursday, September 23, 2004 3:18 PM
To: Martin, Erin
Subject: Product Catalog Feedback

Product Catalog Feedback:

Message is from "" <feedback_form@qwest.wholesale>
select: CLEC

name: Elizabeth Balvin

company: Covad

state: CO

email: ebalvin@covad.com

tel-areaCode: 720

tel-firstPart: 670

tel-secondPart: 2423

preferred_contact: email

related_to_doc_number: yes

document_number: Network Notice: Announcements: GN: Copper Retirement

topic: Network

comments_questions: Please identify how "Qwest has determined that there are no impacts to the CLEC community."

Thanks, Liz

EXHIBIT

MZ-6

Open Product/Process CR PC120301-4 Detail

Title: Implement a process to insure Qwest adheres to ANSI Standard T1.102 and ANSI T1.104 for setting signal and loss level standards for DS3 cable length limitations.

CR Number	Current Status Date	Area Impacted	Products Impacted
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PC120301-4	Completed 4/17/2002	Ordering, Maintenance/Repair, Provisioning	Collocation
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Originator: Stichter, Kathy

Originator Company Name: Eschelon

Owner: Wycoff, William

Director: Perko, Gale

CR PM: Martin, Ric

Description Of Change

Qwest currently states that it will meet ANSI standards without defining how it will meet the standards. Qwest should commit to engineering a complete DS3 Circuit when the request for a CLEC to CLEC cross-connect is made through the Qwest ICDF. Eschelon asks that Qwest adhere to ANSI Standard T1.102 and ANSI T1.104 with the additional lineal footage, ICDF connections, connectors and DSX interfaces taken into consideration. Without such a standard, CLECs are not assured a clear DS3 signal. If it is discovered that a signal level of no less than -4.7 dBm is present on a single unbalanced coaxial line (20 Ga/26 Ga), Qwest will notify the CLEC that amplification is required and will appropriately amplify the signal to meet ANSI Standards (as identified in ANSI Standard T1.102 and ANSI T1.104). Additionally, Eschelon requires that the two-unbalanced coaxial cable paths are within $\pm .5$ dBm of one another. Otherwise, corrective action is necessary to meet this requirement.

Example #1 (Qwest needs to engineer the entire path (CLEC to CLEC) when the cross-connect is made through the Qwest ICDF). A CLEC to CLEC cross-connect was made with a third party in a Central Office. When the entire lineal footage of the DS3 Circuit was taken into consideration, the DS3 signal was not within ANSI loss level standards. Qwest contends that it will engineer the DS3 cable/signal from the Qwest ICDF to each separate Co-Provider but that it is not responsible for the complete circuit, although all elements involved. (i.e. BNC connectors, ICDF Cross-connect points, and DSX Interfaces) contribute significantly to overall signal loss. Since Qwest provisions all three segments of the circuit, Qwest must provision the complete circuit in such a way that meets the ANSI standard.

Status History

11/30/01 - CR received from Eschelon.

12/03/01 - E-Mail Acknowledgement issued to Eschelon Telecommunications

12/04/01 - CR posted to Qwest Wholesale Markets CMP Web page

12/07/01 - Eschelon contacted to schedule clarification call.

12/12/01 - CMP Meeting - Eschelon presented CR to CLEC Community.

12/14/01 - Clarification call conducted with Eschelon. Meeting minutes transmitted to

Eschelon.

01/16/02 - CMP Meeting - Qwest conducted CLEC community clarification discussion. Eschelon requested that Qwest contact Paul Hauser, Eschelon to discuss additional technical issues regarding the CR. Eschelon asked that Michael Zulevic, COVAD be invited to the conference call. CLEC community agreed to change CR Status to "Evaluation."

01/18/02 - Follow-up clarification call conducted with Eschelon and Covad in attendance; minutes transmitted to Eschelon and Covad.

02/08/02 - Qwest draft response (dated 02/06/02) posted in CMP database & transmitted to Eschelon.

02/20/02 - CMP Meeting - Qwest presented the "Draft" response. CR status changed to "CLCE Test." Meeting discussions will be set forth in the Product/Process Draft Meeting Minutes contained in the Product/Process CMP Meeting Distribution Package (03/20/02).

02/22/02 - Qwest "Formal" response (dated 02/06/02) posted in CMP data base.

03/20/02 - CMP Meeting - Eschelon requested that the CR remain in CLEC Test for another month until they have a chance to perform a test.

04/17/02 - CMP Meeting - Meeting discussions will be set forth in the Product/Process Meeting Minutes to be posted on the CMP Web site. It was agreed that the CR could be closed.

Project Meetings

8:00 p.m. (MDT) / Friday 18th January 2002 Conference Call TEL: 877.564.8688
CODE: 6265401 PC120301-4 "Implement a process to insure Qwest adheres to ANSI Standard T1.102 and ANSI T1.104 for setting signal and loss level standards for DS3 cable length limitations." [Follow-up]

Kathleen Stichter, Eschelon Paul Hanser, Eschelon Michael Zulevic, Covad Bill Wycoff, Qwest Jeff Ferra, Qwest Laurel Burke, Qwest Peter Wirth, Qwest

1.0 Introduction of Attendees Attendees introduced.

2.0 Review Requested (Description of) Change {review long description from change request, confirm with all parties there is agreement on the change requested} Clarification was obtained from Eschelon & Covad for the subject CR. The following items were discussed: 1) Paul Hanser, Eschelon identified two (2) types of CLEC to CLEC connections in Qwest CO facilities: 1) direct connection (i.e., no routing through Qwest ICDF; and 2) connection through Qwest ICDF(s). Direct connections, in general, exhibit fewer problems and mainly concern cable lengths and regeneration concerns. Connections routed through a Qwest ICDF(s) usually involve larger Qwest CO facilities that may involve multiple floors and require more detailed assessments of circuit cable lengths, regeneration, ICDF connection losses, and other connector losses (i.e., BNC). Eschelon expressed concern that proper engineering and testing of the end to end portion of the Qwest furnished circuit (i.e., cabling, regeneration (if required), all related connections) need to be conducted properly prior to "throwing the cables over the fence into the co-location areas." 2) Michael Zulevic, Covad concurred with Eschelon and also requested cable continuity testing and documentation for the Qwest provided portion of the circuit at the conclusion of the construction phase; along with possible collaborative testing during the test & turn-up phase. 3) William Wycoff, Qwest asked Eschelon what signal levels are being transmitted and received from their co-location areas. Paul Hanser, Eschelon indicated that maximum transmit and minimum receive are

indicative of signal levels.

3.0 Confirm Areas & Products Impacted {read from change request, modify if needed} N/A. Discussed in previous clarification meeting.

4.0 Confirm Right Personnel Involved {ensure the Qwest SME can fully answer the CLEC request. Confirm whether anyone else within Qwest has been involved with this issue, or whether we need to bring anyone else in} N/A. Discussed in previous clarification meeting.

5.0 Identify/Confirm CLEC's Expectation {Identify specific deliverables from CLEC - what does Qwest have to do in order to close this CR? (in measureable terms ie provide a documented process, change a process to include training etc)} Qwest to generate draft response for CMP Monthly Product & Process Meeting.

1:30 p.m. (MDT) / Friday 14th December 2001 Conference Call TEL: 877.564.8688
CODE: 6265401 PC120301-4 "Implement a process to insure Qwest adheres to ANSI Standard T1.102 and ANSI T1.104 for setting signal and loss level standards for DS3 cable length limitations" Clarification Meeting

Kathleen Stichter, Eschelon Renee Lernes, Eschelon Bill Kent, Eschelon Bill Wycoff,
Qwest Jeff Ferra, Qwest Laurel Burke, Qwest Peter Wirth, Qwest

1.0 Introduction of Attendees Attendees introduced.

2.0 Review Requested (Description of) Change {review long description from change request, confirm with all parties there is agreement on the change requested} Eschelon presented the CR. Eschelon requested that the completed circuit provided by Qwest for CLEC to CLEC cross connect through a Qwest Interconnect Distribution Frame (ICDF) provide a signal level of no less than -4.7 dBm (additional detail in CR). Qwest is responsible for completing the cross connect circuit.

3.0 Confirm Areas & Products Impacted {read from change request, modify if needed} "Collocation" confirmed as appropriate. "Physical" & "ICDF Collocation" boxes under "Collocation" identified during conference call.

4.0 Confirm Right Personnel Involved {ensure the Qwest SME can fully answer the CLEC request. Confirm whether anyone else within Qwest has been involved with this issue, or whether we need to bring anyone else in} Qwest & Eschelon confirmed appropriate personnel were in attendance.

5.0 Identify/Confirm CLEC's Expectation {Identify specific deliverables from CLEC - what does Qwest have to do in order to close this CR? (in measureable terms ie provide a documented process, change a process to include training etc)} Qwest to evaluate CR. During the January 2002 Monthly P&P CMP Meeting, a CLEC community clarification session will be conducted with Qwest providing potential options for addressing the CR.

6.0 Identify any Dependent Systems Change Requests {Note any connected CRs and the potential impacts} None.

QWEST Response

February 6, 2002

Kathy Stichter ILEC Relations Manager Eschelon Telecom Inc

SUBJECT: Qwest Change Request Response - Number PC120301-4 (December 3, 2001) - Implement a process to insure Qwest adheres to ANSI Standard T1.102 and ANSI T1.104 for setting signal and loss level standards for DS3 cable length limitations.

Qwest has responsibility to engineer network elements within its Central Offices (CO) in an efficient manner. Qwest has engineering criteria establishing DSX-N cross-connect fields that are in compliance with ANSI Standard T1.102 for setting signal and loss levels using cable length limitations, signal source level control, and signal regeneration. It is unclear how ANSI Standard T1.104 relates to the signal level question.

To minimize equipment, the ICDF is not engineered as a DSX-N level point. According to Technical Publication 77386 on Interconnection and Collocation, Chapters 5 and 15, the engineering requirement is to design through the ICDF to a DSX-N point when accessing unbundled offerings such as Unbundled Loops, Unbundled Dedicated Interoffice Transport, etc. This principle was established circa 1996 in FCC Docket 93-192.

The CLEC-to-CLEC Cross-Connection (COCC-X) offering is defined as the CLEC's capability to order a cross-connection from its Collocation in a Qwest Premises to its non-adjacent Collocation space or to another CLEC's Collocation within the same Qwest Premises at the Interconnection Distribution Frame (ICDF). This is accomplished by the use of the CLEC's Connecting Facility Assignment (CFA) terminations residing at the same ICDF and at the same service rate level.

Qwest is providing clarification for the following activities to address this request:

- CLEC ordering procedure for cross-connection;
- Qwest engineering data exchange with the requesting CLEC(s) for the cross-connection;
- CLEC to CLEC cross connection within the Qwest Central Office (CO);
- ICDF connections, and regeneration installation; and
- Verification testing.

CLEC Ordering Procedure

CLEC to CLEC cross-connections are ordered through the Qwest EXACT-PC system using the Access Service Request (ASR) form. This form is used for ordering Access and Local Network Interconnection Services. Qwest processes the ASR and determines a ready for service (RFS) date for the connection.

The requesting CLEC(s) is required to assess the need for signal regeneration prior to submittal of the completed ASR form. An engineering data exchange can be arranged through the Qwest Wholesale Collocation Project Manager (<http://www.uswest.com/wholesale/clecs/escalations.html>)

Qwest Engineering Data exchange with requesting CLEC(s)

The requesting CLEC(s) are required to know the cable types and lengths from their equipment to the ICDF(s) in order to assess the need for signal regeneration. The need for regeneration may arise when the distances between the CLEC's collocation equipment exceeds twice the cable length limitation criteria (table) when connected through the ICDF. The total cable length limitation from signal source to sink, without a DSX-N point is nominally, two times the shown length.

Qwest will provide the requesting CLEC(s) the type and length of cable between their physical space and the ICDF. Each CLEC uses this information to design the span between their equipment. The design is done to determine any need for regeneration. Regeneration is typically at the ICDF.

[Table in Supplemental Information]

Given the probability of having cable lengths that total less than the maximums, it has been and is the CLEC's responsibility to set any transmit attenuators in their equipment. Given the possibility that total cable lengths from the Collocation spaces through the ICDF are longer than the table allows, there is the opportunity for a CLEC to request regeneration by using a specific Network Channel Interface (NCI) code on their order. The NCI is chosen from Table 6-5 of Tech Pub 77386 using one that calls for regeneration. CLEC to CLEC cross connects occur between two CLECs within a Qwest CO and use jumper cables at the ICDF to complete the link. There is no assured DSX-N level point in the circuit.

Figure A below illustrates the situation where there is a single, ICDF cross-connect to complete a CLEC-to CLEC circuit that needs a regenerator. There is no DSX-N level point assured in this circuit.

[Figure A In Supplemental Information]

Figure A: Single ICDF Connection with Regeneration

ICDF connections and regeneration installation

Qwest, following receipt of the ASR will perform ICDF connections and regeneration functions. Equipment additions for regeneration (if no spares are available) will be initiated. Qwest completes these activities and conducts verification testing.

Verification testing

Verification testing of the cross-connection will be conducted to assure compliance with the ASR. Cooperative testing on circuits will be conducted with Qwest and requesting CLEC(s) technicians.

Qwest will coordinate with the requesting CLEC and schedule the testing of the completed cabling, ICDF connections and regeneration. CLEC(s) will be responsible to terminate cabling into their respective collocation equipment prior to the testing effort.

Although circuit testing is the responsibility of the CLECs, Qwest will provide technician support of CLEC to CLEC circuit testing efforts and provide troubleshooting support, as necessary to successfully complete an ASR. Such testing shall confirm that ASR ordered circuits perform to service objectives in ANSI Standard T1.510, Network Performance Parameters for Dedicated Digital Services for Rates Up to and Including DS3. Clauses 8.2 and 8.3 describe DS1 and DS3 testing, respectively.

Sincerely,

William R. Wycoff Services Planning Qwest

CC: Bill Campbell, Qwest Barry Orrel, Qwest Gale Perko, Qwest Mary Retka, Qwest

EXHIBIT

MZ-7



Qwest Response to Document In Review

Response Date: July 17, 2003
Document: Product/Process: Technical Publication #77386 (Interconnection and Collocation for Transport and Switched Unbundled Network Elements and Finished Services)
Original Notification Date: June 17, 2003
Notification Number: NETW.06.17.03.F.01847.TechPub_77386_Update
Category of Change: Level 3

Qwest recently posted proposed updates to Technical Publication #77386, Issue I, *Interconnection and Collocation for Transport and Switched Unbundled Network Elements and Finished Services* CLECs were invited to provide comments to these proposed changes during a Document Review period from June 17, 2003 through July 2, 2003. The information listed below is Qwest's Response to CLEC comments provided during the review/comment cycle.

Resources:

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

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

Qwest Response to Product/Process: Tech Pub # 77386, Issue I Comments

#	Page/Section	CLEC Comment	Qwest Response
1	Page 3-27 Section 3.5.1	<p>Eschelon June 25, 2003 Comment: Eschelon would like to submit the following objections to the proposed change. This may have significant impact on the ability of Eschelon to interconnect with other carriers within Large Qwest facilities; carriers that provide the basic backhaul services to Eschelon. The elimination of DS1 regeneration services could adversely affect delivery of services to customers. Page 70 reveals these soon-to-be-deleted paragraphs that describes the situation: "Tie cables that go to DSX 1 and DSX 3 "Design To" point cross connect panels may require</p>	<p>Tech Pub will not be updated: Qwest is not eliminating DSX regeneration, but merely changing who is responsible for determining when regeneration is required. The changes in the Tech Pub were driven by this recent change in who is responsible for determining when regeneration is required. More specifically, the CLEC's are no longer responsible for determining if regeneration is required, Qwest is now responsible for that determination. As a result of this change in responsibility, the tech pub is being updated to remove all statements and NC/NCI codes that indicate that the CLEC's need to order regeneration, or are responsible for determining when regeneration is required.</p>

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

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



	<p>regeneration in some large wire centers to meet the templated signal requirements at the DSX panels. The CLEC must evaluate the need for regenerators using the length and type of tie cables (description provided by Qwest) and similar information about the cables and equipment on their side of the ICDF or DC POTs. Typical maximum lengths are 655 feet for 22 gauge shielded cable for DS1 and 450 feet of 728 type coaxial cable for DS3. Other tie cable types and gauges will be encountered in some wire centers. Further information about cable types and regeneration may be found in Chapter 15."</p> <p>When using the more typical 24 gauge wire for DDSs and 735 coaxial cable for DS3s the distances are 450ft and 225ft respectively. If this change was to occur, certain Eschelon services offered out of Large Wire Centers may have to end, or Eschelon may be forced to purchase more expensive retail products from Qwest to get such services where they are needed. Either way this move is anti-competitive as it increases cost or inhibits CLEC commerce.</p>	<p>NOTE: The state specific SGATs are also in the process of being updated to reflect this new stance on who is responsible for determining when regeneration is required.</p>
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