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AZ CORP COMMISSION  
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*Via FedEx Overnight Express Mail*

Arizona Corporation Commission  
Docket Control – Utilities Division  
1200 West Washington Street  
Phoenix, AZ 85007

RE: In the Matter of the Complaint of Eschelon Telecom of Arizona, Inc.  
Against Qwest Corporation  
Docket Nos. T-03406A-06-0257; T-01051B-06-0257

Dear Sir/Madam:

Enclosed for filing in connection with the above-referenced matter is an original and 15 copies of the Direct Testimony of Bonnie J. Johnson, the Direct Testimony of James D. Webber, and Eschelon Telecom of Arizona, Inc.'s Motion and Memorandum in Support of its Motion for Summary Judgment or, in the Alternative, Partial Summary Judgment. Also enclosed is our affidavit of service

Sincerely,

Kim K. Wagner  
Senior Legal Secretary  
Eschelon Telecom, Inc.  
(612) 436-6225 (direct)  
(612) 436-6816 (fax)

Enclosures

cc: Charles Steese (overnight express mail)  
Amy Bjelland, Administrative Law Judge (overnight express mail)  
Maureen Scott (overnight express mail)  
Ernest G. Johnson (overnight express mail)  
Norman Curtright (overnight express mail; w/o attachments)  
Melissa Thompson (overnight express mail; w/o attachments)

**ORIGINAL**

**BEFORE THE ARIZONA CORPORATION COMMISSION**

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**COMMISSIONERS**

JEFF HATCH-MILLER – Chairman  
WILLIAM A. MUNDELL  
MARC SPITZER  
MIKE GLEASON  
KRISTIN K. MAYES

2006 JUL 14 P 2:30

AZ CORP COMMISSION  
DOCUMENT CONTROL

IN THE MATTER OF THE COMPLAINT OF )  
ESCHELON TELECOM OF ARIZONA, INC. )  
AGAINST QWEST CORPORATION )

DOCKET NO. T-03406A-06-0257  
DOCKET NO. T-01051B-06-0257

**Certificate of Service**

I hereby certify that an original and 15 copies of the attached Direct Testimony of Bonnie J. Johnson, Direct Testimony of James Webber, and Eschelon Telecom of Arizona, Inc.'s Motion and Memorandum in Support of its Motion for Summary Judgment or, in the Alternative, Partial Summary Judgment was filed on July 13, 2006 via FedEx Overnight Express Mail with:

Arizona Corporation Commission  
Docket Control – Utilities Division  
1200 West Washington Street  
Phoenix, AZ 85007

With copies via FedEx Overnight Express Mail to:

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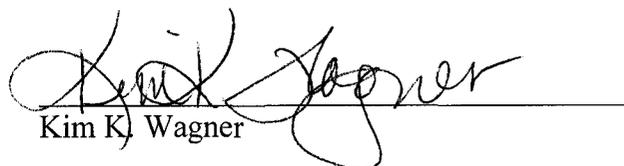
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Dated: July 13, 2006

  
Kim K. Wagner

# Cover Sheet

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COMPANY NAME: Eschelon Telecom of Arizona, Inc.  
DBA (if applicable): \_\_\_\_\_  
DOCKET NUMBER(s): T-03406A-06-0257; T-01051B-06-0257

INSTRUCTIONS: Please choose the item that best describes the nature of the case/filing.

## UTILITIES - NEW APPLICATION

<input type="checkbox"/> New CC&N	<input type="checkbox"/> Interconnection Agreement
<input type="checkbox"/> Extension of CC&N	<input type="checkbox"/> Rates
<input type="checkbox"/> Deletion of CC&N	<input type="checkbox"/> Financing
<input type="checkbox"/> Cancellation of CC&N	<input type="checkbox"/> Formal Complaint
<input type="checkbox"/> Tariff (NEW)	
<input type="checkbox"/> Miscellaneous - Specify: _____	

## UTILITIES - REVISIONS/AMENDMENTS/COMPLIANCE

<b>Application</b>	<b>Tariff</b>
Decision No: _____	Promotional: _____
Docket No: _____	Compliance: _____

## MISCELLANEOUS FILINGS

<input type="checkbox"/> Affidavit (Publication, Public Notice)	<input type="checkbox"/> Motion to Intervene
<input type="checkbox"/> Request/Motion	<input type="checkbox"/> Notice of Errata
<input type="checkbox"/> Comments	<input type="checkbox"/> Testimony
<input type="checkbox"/> Exception	<input type="checkbox"/> Response / Reply
<input type="checkbox"/> Exhibit(s)	<input type="checkbox"/> Witness List
<input checked="" type="checkbox"/> Miscellaneous - Specify: <u>Direct Testimony of Bonnie J. Johnson</u>	

7/13/2006  
Date

Karen L. Clauson  
Print name of the person who signed the document  
(i.e. Contact Person, Respondent, Attorney, Applicant, etc.)

**TABLE OF ATTACHMENTS TO ESCHELON DIRECT TESTIMONY**

**BJJ: ATTACHMENTS TO THE TESTIMONY OF MS. BONNIE J. JOHNSON**

**A. CHRONOLOGY OF QWEST CMP CHANGES RELATING TO EXPEDITES**

**A-1. Expedites Process – Later Called “Expedites Requiring Approval” Process (Versions 1 & 8; also includes Owest’s Retail process for “Due Dates – POTS/Non-Design” printed from the Owest Infobuddy/RPD – internal methods & procedures)**

**A-2. Optional, Additional Pay-for-Expedites Not Meeting Criteria Process (Optional “Pre-Approved Expedite” Process) (Version 11 – Covad CR)**

**A-3. Expansion of the Original Conditions to Add Additional Conditions (Version 22)**

**A-4. Expansion of Optional, Additional Pay-for-Expedites Not Meeting Criteria Process (“Pre-Approved Expedite” Process) to Add Two Products (Version 27)**

**A-5. Owest Attempted to Change the Expedites Process to Exclude CLEC-Caused Disconnects in Error, But Retracted its Proposal After Eschelon Objected (Version 29)**

**A-6. Two Expedite Processes (Requiring Approval and For Pay) Exist, But Owest Will No Long Honor the Expedites Process Requiring Approval for Unbundled Loop Products, Even When Conditions Met. For Loops, Expedites Only Available If CLEC Agrees to a Per Day Rate Structure (Version 30)**

**A-7. CLEC Objections, Owest’s Denials, and Dispute Resolution**

**A-8. Excerpts from Owest Arizona SGAT**

**A-9. Owest Wholesale Change Management Process (CMP) Document**

**B. DOCUMENTED FACTS MATRIX (WITH DOCUMENTS CITED IN MATRIX THAT ARE NOT ALREADY INCLUDED IN EXHIBIT A)**

**C. EXAMPLES OF QWEST DISCONNECTS IN ERROR**

**D. EXAMPLES OF EXPEDITE REQUESTS APPROVED BY QWEST FOR UNBUNDLED LOOP ORDERS**

**E. CURRENT QWEST EXPEDITES & OVERVIEW PCAT (V40.0)**

**JDW: ATTACHMENTS TO THE TESTIMONY OF MR. JAMES D. WEBBER**

**A. CURRICULUM VITAE OF MR. JAMES D. WEBBER**

**B. EXCERPTS FROM QWEST’S TARIFFS**

**C. EXCERPTS FROM EXHIBIT A TO THE QWEST ARIZONA SGAT**

**BEFORE THE ARIZONA CORPORATION COMMISSION**

**COMMISSIONERS**

**JEFF HATCH-MILLER, Chairman**  
**WILLIAM A. MUNDELL**  
**MARC SPITZER**  
**MIKE GLEASON**  
**KRISTIN K. MAYES**

---

<b>IN THE MATTER OF THE COMPLAINT</b>	)	<b>DOCKET NO. T-01051B-06-0257</b>
<b>OF ESCHELON TELECOM OF</b>	)	<b>DOCKET NO. T-03406A-06-0257</b>
<b>ARIZONA, INC.</b>	)	
<b>AGAINST QWEST CORPORATION</b>	)	

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**Direct Testimony**

**of**

**Bonnie J. Johnson**

**On Behalf of**

**Eschelon Telecom of Arizona, Inc.**

**July 13, 2006**

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1 I. INTRODUCTION

2

3 Q. PLEASE STATE YOUR NAME AND BUSINESS ADDRESS.

4 A. My name is Bonnie Johnson and my business address is 730 2<sup>nd</sup> Avenue South, Suite  
5 900, Minneapolis, Minnesota 55402.

6

7 Q. BY WHOM ARE YOU EMPLOYED AND IN WHAT CAPACITY?

8 A. I am employed by Eschelon Telecom, Inc., where I currently serve as Director - Carrier  
9 Relations. In that capacity, my responsibilities include managing relations between  
10 Eschelon and other telecommunications carriers, including Qwest and other Incumbent  
11 Local Exchange Carriers ("ILECs") and Competitive Local Exchange Carriers  
12 ("CLECs"). For example, I have a scheduled weekly call with Qwest service  
13 management to discuss operational issues, including provisioning, network, and billing  
14 issues, between the companies. I am also involved in escalation of service delivery issues  
15 as needed. I regularly participate in Qwest's Change Management Process meetings as  
16 Eschelon's representative. I also participate in interconnection agreement negotiations  
17 with Qwest for six states, including Arizona. I have served in this position since  
18 September 2003.

19

20 Since joining Eschelon, I have held four separate positions (including my current  
21 position), each with increasing responsibility. From July 2000 to November 2001, I held  
22 the position of Manager - Network Provisioning where I was responsible for the direction

1 of a Service Delivery team provisioning services to end user customers and handling  
2 customer escalations. I held the position of Senior Manager - Customer Operations  
3 Process from November 2001 to March 2002, where I was responsible for developing  
4 and implementing ordering and provisioning processes. And from March 2002 until  
5 September 2003, I held the title of Senior Manager - ILEC Relations, where I was  
6 responsible for managing relations between Eschelon and other telecommunications  
7 carriers. I participated in CMP activities throughout these positions.  
8

9 **Q. PLEASE DESCRIBE YOUR WORK EXPERIENCE PRIOR TO JOINING**  
10 **ESCHELON TELECOM, INC.**

11 A. I have more than 15 years of experience in the telecommunications industry. Prior to  
12 joining Eschelon Telecom, Inc., I was employed by US West/Qwest ("Qwest") in a  
13 number of different capacities. For a brief time until I joined Eschelon in July of 2000, I  
14 worked in Qwest's Wholesale Markets division as a Service Manager, responsible for  
15 organizing and facilitating Competitive Local Exchange Carrier ("CLEC") collocation  
16 build-outs and Unbundled Network Element ("UNE") facilities network implementation.  
17 From October 1998 until May 2000, I held the position of Process Analyst - Performance  
18 Measures, where I analyzed Qwest's service delivery performance and performed root  
19 cause analyses.

20  
21 I served as a Qwest Service Delivery Coordinator in Qwest wholesale service vendor  
22 services from August 1996 until October 1998, where I was responsible for implementing

1 and delivering services ordered by vendors on behalf of Qwest retail end user customers  
2 and ordered by CLEC Centrex resellers. During that time, Qwest selected me for  
3 President's Club honors based on my performance. From January 1994 to May 1996, I  
4 was in the Qwest retail Home and Personal Services ("H&PS") organization, where I  
5 assisted H&PS residential customers with their service requests, including responding to  
6 ordering, billing, and other Qwest retail customer issues. Before that, I worked as a  
7 directory assistance operator in the Qwest Operator Services organization.

8  
9 Prior to joining Qwest, I was employed for a number of years by Mountain Bell, where I  
10 held various positions including positions addressing retail customer service issues.

11 While employed by Qwest, I participated in at least 20 separate seminars and other  
12 training sessions, many of which pertained to network facilities, operational processes  
13 and service delivery methods and procedures for both wholesale and retail customers.

14  
15 **Q. ON WHOSE BEHALF WAS THIS TESTIMONY PREPARED?**

16 A. This testimony was prepared on behalf of Eschelon Telecom of Arizona, Inc. (hereafter  
17 referred to as "Eschelon").

18  
19 **Q. HAVE YOU EVER SUBMITTED TESTIMONY BEFORE?**

20 A. No. I participated by telephone in an Arizona 271 workshop in July of 2002 on  
21 Eschelon's behalf. I have not otherwise testified in a regulatory proceeding before.

22

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

2 A. In my testimony, I will describe the business need for expedites and the process under  
3 which Qwest provided Eschelon the capability to expedite unbundled loop orders for  
4 approximately six years under the existing Qwest-Eschelon Interconnection Agreement  
5 (“ICA”). I will introduce Qwest’s Change Management Process (“CMP”), which is  
6 discussed in further detail in Mr. Webber’s testimony. I will also describe the  
7 circumstances under which Qwest recently took the position, in CMP, that it will no  
8 longer honor the long-standing terms under which it previously provided the capability to  
9 expedite unbundled loop orders under the interconnection agreement. I will describe the  
10 objections of Eschelon and other CLECs to Qwest’s position and Qwest’s  
11 implementation of its policy over those objections. Finally, I will describe the  
12 consequences of Qwest’s behavior for Eschelon and its customers. I will focus, in  
13 particular, on the recent example in Eschelon’s Complaint in which -- while a  
14 rehabilitation center serving children and adults was out of service and in need of 911  
15 capability -- Qwest used the situation to demand that Eschelon surrender its right under  
16 the existing Commission-approved interconnection agreement to the process it has had  
17 available to it for the last six years in exchange for a much more expensive process.

18  
19 There are five attachments to my testimony: (A) Chronology of Qwest CMP Changes  
20 Relating to Expedites; (B) Documented facts matrix (with documents cited in matrix that  
21 are not already included in Attachment A); (C) Examples of Qwest disconnects in error;

- 1 (D) Examples of expedite requests approved by Qwest for unbundled loop orders; and  
2 (E) Current Qwest Expedites & Overview Product Catalog ("PCAT") (V40.0).

3  
4 **II. ESCHELON'S CUSTOMERS, SERVICES, AND DELIVERY METHOD.**

5  
6 **Q. PLEASE BRIEFLY DESCRIBE ESCHELON.**

7 A. Eschelon is a Competitive Local Exchange Carrier ("CLEC") authorized to provide  
8 facilities-based local telecommunications services in Arizona.<sup>1</sup> Eschelon serves small  
9 and medium-sized businesses customers in Arizona, as well as seven additional states.  
10 Eschelon provides voice and data services to small and medium sized business. Eschelon  
11 has approximately 4,500 Arizona customers with 30,000 voice lines. Approximately  
12 83% of Eschelon's voice lines are provided using Eschelon's own switches ("on-net").<sup>2</sup>  
13 Eschelon provides a majority of its own switching using its own switching equipment.  
14 Eschelon purchases about 10,000 unbundled loops from Qwest in Arizona to connect end  
15 user customers to Eschelon's facilities.

16  
17 **Q. DOES ESCHELON USE ANALOG AND DS1 CAPABLE UNBUNDLED LOOPS  
18 TO PROVIDE BASIC LOCAL SERVICES TO ITS END USER CUSTOMERS?**

19 A. Yes. In some situations, Eschelon provides basic local services, including dial tone and  
20 911 capability, to its customers using analog (one channel – "DS0") unbundled loops. In

---

<sup>1</sup> See Attachment B at Document No. 000373.

<sup>2</sup> This is in contrast to providing competitive service via Qwest switching using Qwest resold or Qwest Platform Plus ("QPP") products.

1 other situations, Eschelon purchases a bigger "pipe" (a DS1 capable loop, which has up  
2 to 24 channels) from Qwest to carry its end user customer's services. Using a DS1  
3 capable loop, Eschelon may provide multiple lines carrying Plain Old Telephone Service  
4 ("POTS") type services to a single subscriber at a single location, rather than purchasing  
5 numerous individual unbundled DS0 loops to that same location. In these instances,  
6 Eschelon will typically serve this customer with a single DS1 loop instead of multiple  
7 DS0s.

8 **III. EXPEDITED ORDERS IN EMERGENCY SITUATIONS**

9  
10 **Q. WHAT WILL YOU ADDRESS IN SECTION III OF YOUR TESTIMONY?**

11  
12 **A.** In this Section of my testimony, I will explain expedites as I use that term in this  
13 testimony and describe the process for obtaining expedites from Qwest in emergency  
14 situations. Under the interconnection agreement between Eschelon and Qwest, Qwest is  
15 required to provide Eschelon with the capability to request expedited service and to  
16 provide expedited service under mutually developed procedures.<sup>3</sup> I will describe the  
17 terms under which Qwest provided Eschelon with expedited service until January of this  
18 year, when Qwest took the position that it would no longer make that expedite capability  
19 available.  
20

---

<sup>3</sup> See, e.g., Qwest-Eschelon ICA at §3.2.2; see also Exhibit 1 to Eschelon's Complaint (Attachment A-7 at Document Nos. 000134-000136. Mr. Webber provides a discussion of the ICA terms in his testimony.

1 **Q. PLEASE DESCRIBE AN “EXPEDITE” AS THAT TERM IS GENERALLY USED**  
2 **IN YOUR TESTIMONY.**

3 A. An “expedite,” as I use that term in my testimony, refers to situations when a CLEC  
4 requests that Qwest meet a due date for the installation of wholesale products or services  
5 which is earlier than the standard installation interval applicable to those products or  
6 services. For example, if the standard UNE loop provisioning interval is 5 days, that  
7 means Qwest will install the loop for a CLEC within 5 days of the date a CLEC ordered  
8 the loop. If requested, Qwest can “expedite” that order to provision the UNE loop within  
9 a shorter timeframe, such as one day. In other words, delivery of the loop to a CLEC is  
10 “expedited” in this example by four days.

11

12 **Q IF THERE ARE STANDARD INTERVALS, WHY WOULD AN ORDER NEED**  
13 **TO BE EXPEDITED SO THAT THE SERVICE IS DELIVERED IN LESS TIME?**

14 A. The due date may need to be changed to accommodate customers for a variety of reasons,  
15 including unexpected circumstances. For example, if a customer’s office is flooded, the  
16 customer may need to move on short notice to another location temporarily until the  
17 flooding is cleaned up. In such a case, a carrier providing telephone service to that  
18 customer may need to provide service in less than the time normally allotted for  
19 delivering service (*i.e.*, the “standard interval”), to meet the customer’s expectations and  
20 needs in a satisfactory manner to keep that customer. Expedites are also needed in other  
21 emergency situations, such as when a customer’s service is disconnected unexpectedly.  
22 If, for example, either Qwest or Eschelon errs in processing an order and the error causes

1 Eschelon's customer to be completely out of service when the customer needs service,<sup>4</sup>  
2 the customer will be unhappy unless that service is restored promptly. An expedite may  
3 be needed in this type of situation to promptly restore service, including 911 capability, to  
4 customers. Without the expedite process working smoothly, customers could well be  
5 without access or have diminished access to vital health related and/or emergency  
6 services available through 911 for an extended period of time. The rehabilitation center  
7 customer example discussed in Eschelon's complaint is an example of such an  
8 emergency situation, and I discuss that example in more detail below.

9  
10 **Q PLEASE DESCRIBE THE PROCESS QWEST USES TO EXPEDITE ORDERS IN**  
11 **EMERGENCY SITUATIONS.**

12 **A** Qwest provides expedites at no additional charge when certain conditions are met. Those  
13 conditions ("Emergency Conditions") include for example:

- 14 • Fire
- 15 • Flood
- 16 • Medical Emergency
- 17 • National Emergency
- 18 • Conditions where end user is completely out of service
- 19 • Disconnect in error by Qwest

---

<sup>4</sup> See, e.g., Attachment C.

- 1           • Requested service necessary to meet a grand opening date<sup>5</sup>

2           Qwest provides two options for a CLEC to request an expedite: “1.) Submit the request  
3           with your expedited due date and populate the EXP field. Also include in REMARKS the  
4           reason for the expedited request and then call the Qwest Call Center; 2.) Submit the  
5           request with a due date interval from our SIG (Service Interval Guide) or your ICA and  
6           then call the Qwest Call Center.”<sup>6</sup> To obtain an expedite using the first of these options,  
7           Eschelon simply submits an order to Qwest which includes a due date that is within the  
8           applicable interval and then calls Qwest to request an expedite pertaining to that  
9           particular order.

10  
11 **Q. UNDER THIS PROCESS, DOES QWEST PROVIDE EXPEDITES FOLLOWING**  
12 **A DISCONNECT IN ERROR?**

13 A. Yes. Disconnects in error happen both from the ILEC and CLEC perspective, and  
14 Eschelon has been able to use the expedites process to restore service to impacted  
15 customers regardless of which carrier (Qwest or Eschelon) caused the mistaken  
16 disconnect.<sup>7</sup> For example, I have provided Attachment C to this testimony, which  
17 provides a sample listing of Qwest disconnects in error when Qwest errors caused  
18 disconnection of Eschelon’s customers’ service.

19  

---

<sup>5</sup> See, e.g., Attachment A-1 at Document No. 000017 (V8.0), Attachment A-3 at Document No. 00069 (V22.0) & Attachment E at Document No. 001646 (V40.0).

<sup>6</sup> See, e.g., Attachment A-1 at Document No. 000017 (V8.0), Attachment A-3 at Document No. 00070 (V22.0) & Attachment E at Document No. 001646 (V40.0).

<sup>7</sup> See, e.g., Attachment D, at 000444, row 3 (expedite request approved for Qwest disconnect in error) & row 4 (expedite request approved for Eschelon disconnect in error).

1 In some cases, for example, rather than disconnecting the customer on the requested due  
2 date, Qwest disconnected the customer early (*i.e.*, one or more days before the due date),  
3 causing an unanticipated service outage. In a similar context, Eschelon previously  
4 described to the Arizona Commission the problems with early disconnects in error.<sup>8</sup>  
5 (Those errors involved DSL.) The Commission agreed with Eschelon that Qwest should  
6 not disconnect Eschelon's service early.<sup>9</sup> As this Arizona decision shows, disconnecting  
7 a customer's service early is a disconnect in error which adversely impacts the customer.

8  
9 **Q. WAS THIS PROCESS DEVELOPED IN THE CHANGE MANGEMENT**  
10 **PROCESS (CMP)?**

11 A. No. This process was known and in use by mutual agreement before Qwest later  
12 documented it on its website. On September 22, 2001, Qwest issued a product  
13 notification through CMP indicating that Qwest had updated its website on methods and  
14 procedures for expedites to document the existing definition of expedite and valid  
15 expedite reasons (*i.e.*, the Emergency Conditions). I have provided this notification  
16 document as Attachment A-2 to my testimony.<sup>10</sup> Qwest specifically recognized in the

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<sup>8</sup> See Staff's Final Report and Recommendation on July 30 – 31, 2002 Supplemental Workshop, *In The Matter Of Qwest Communication, Inc.'s Section 271 Application*, ACC Docket No. T-00000A-97-0238, (Report Two) (July 20, 2003) [*"AZ 271 Staff Report"*], at ¶¶73-77; *affirmed* in Decision No. 66242, *In the Matter of U.S. WEST Communications, Inc.'s Compliance with Section 271 of the Telecommunications Act of 1996*, Docket No. T-00000A-97-0238 (Sept. 16, 2003) [*"AZ 271 Order"*].

<sup>9</sup> See *AZ 271 Staff Report*, at ¶77.

<sup>10</sup> See Attachment A-2 at Document Nos.000022-000025 (Product Notification for Version 1 of the Expedites & Escalations Overview in PCAT).

1 product notification that “these updates reflect current practice.”<sup>11</sup> In other words, this  
2 process already existed before September of 2001 when this notification was published  
3 and was not the result of a CMP change request.  
4

5 **Q. HOW LONG HAS THIS PROCESS REMAINED IN PLACE?**

6 A. Qwest has expedited orders – when the emergency-type conditions are present -  
7 throughout our business relationship in the state of Arizona, as well as other states. For  
8 almost six years (from April 28, 2000, when the Arizona Commission approved the  
9 Eschelon opt-in to the Qwest-AT&T ICA, through January 2, 2006), Qwest provided the  
10 capability under the interconnection agreement to order expedites for several products,  
11 including all unbundled loops, at no additional charge when the Emergency Conditions  
12 were met. If one of the Emergency Conditions described above was met, Qwest’s  
13 practice was to expedite the order in question (providing an earlier due date at that time)  
14 when resources were available, regardless of the products for which the expedite was  
15 sought (including all unbundled loops).<sup>12</sup> If none of the conditions described above were  
16 met, per the process the expedite request would be denied (*i.e.*, the standard installation  
17 interval would be applied and the original due date would remain intact). Qwest  
18 continues to provide expedites at no additional charge when the Emergency Conditions  
19 are met in certain other situations but, as described below, recently has refused to do so  
20 for certain products including analog and DS1 unbundled loops.

---

<sup>11</sup> See Attachment A-2 at Document No. 000022.

<sup>12</sup> See Attachment A-2 at Document No. 000017.

1

2 **Q. DO YOU HAVE EXAMPLES WHERE THE EMERGENCY CONDITIONS**  
3 **DESCRIBED ABOVE WERE MET AND WHERE ESCHELON'S REQUESTS**  
4 **FOR AN EXPEDITE WERE APPROVED AND PROCESSED BY QWEST**  
5 **WITHOUT ADDITIONAL CHARGES UNDER THE CURRENT**  
6 **INTERCONNECTION AGREEMENT?**

7 A. Yes. A list of examples is contained in Attachment D to this testimony. As  
8 Attachment D shows, Qwest has provided expedites to Eschelon customer orders for both  
9 analog unbundled loops, DS1 loops, as well as Enhanced Extended Links ("EELs").  
10 Qwest has provided expedites for Eschelon customer orders for many of the  
11 "emergencies" listed above (e.g., fire, Qwest disconnect in error, grand opening, and out  
12 of service). This list of examples of expedites covers the time period from October 2003  
13 until early 2006. Qwest also admits in its Answer to Eschelon's Complaint ("Answer")  
14 that it previously expedited orders for unbundled loops on an expedited basis for  
15 Eschelon.<sup>13</sup>

16

17 **Q. WAS ARIZONA THE ONLY STATE IN WHICH QWEST PROVIDED**  
18 **ESCHELON WITH EXPEDITES?**

19 A. No. The mutually agreed upon process applied in other states such as Colorado and  
20 Minnesota as well.<sup>14</sup>

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<sup>13</sup> See Answer, Page 9 ¶ 14 Lines 24-25.

<sup>14</sup> See Attachment D at Document No. 000444, row 11 (CO); Document No. 000445, row 1 (MN).

1

2 **Q. HAS QWEST PROVIDED SUCH EXPEDITES WHEN REQUESTED TO DO SO**  
3 **WITHOUT ADDITIONAL CHARGES BEYOND THOSE NON-RECURRING**  
4 **CHARGES (“NRCS”) WHICH MIGHT NORMALLY BE APPLICABLE?**

5 A. Yes. Qwest provided expedites on Eschelon’s orders for unbundled loops that met the  
6 Emergency Conditions with no additional charge beyond the NRCs that normally applied  
7 to the orders.

8

9 **Q. DOES QWEST PROVIDE EXPEDITES AT NO ADDITIONAL CHARGE WHEN**  
10 **THE EMERGENCY CONDITIONS ARE MET TO QWEST RETAIL**  
11 **CUSTOMERS?**

12 A. Yes. My understanding is that Qwest provides expedites to Qwest retail customers at no  
13 additional charge when the Emergency Conditions are met.<sup>15</sup>

14

15 **Q. DOES QWEST PROVIDE EXPEDITES AT NO ADDITIONAL CHARGE WHEN**  
16 **THE EMERGENCY CONDITIONS ARE MET TO CLECS SERVING THEIR**  
17 **CUSTOMERS USING QWEST PLATFORM PLUS (QPP) AND RESALE?**

18 A. Yes. Qwest provides expedites to CLECs serving customers via QPP and resale at no  
19 additional charge when the Emergency Conditions are met.<sup>16</sup>

---

<sup>15</sup> See, e.g., Attachment A-1 at Document Nos. 000026-000038 and Qwest Response to 01-009 (final two pages of Attachment A-1); see also Attachment B to the testimony of Mr. Webber. Mr. Webber discusses this issue in more detail. Also note that Eschelon requested information pertaining to expedited orders that Qwest provides to its retail customers, but Qwest responded that: “Retail information is not available.”

1 **Q. IF ESCHELON USES AN UNBUNDLED LOOP TO PROVIDE THE SAME**  
2 **FEATURES AND FUNCTIONALITY TO A CUSTOMER AS AVAILABLE**  
3 **OVER QPP AND RESALE, DOES QWEST PROVIDE EXPEDITES UNDER THE**  
4 **ICA AT NO ADDITIONAL CHARGE WHEN THE EMERGENCY CONDITIONS**  
5 **ARE MET?**

6 A. No. If the means of delivery (the “pipe”) used to provide the same features and  
7 functionality, such as basic service with 911 capability, call waiting, and blocking,  
8 happens to be an unbundled loop, as of January 3, 2006, Qwest will no longer provide  
9 expedites to Eschelon under its Commission-approved interconnection agreement, even  
10 when the Emergency Conditions are met.

11

12 **IV. CHANGE MANAGEMENT PROCESS (“CMP”) SCOPE AND PARTICIPATION**

13

14 **Q. ARE YOU FAMILIAR WITH QWEST’S CMP?**

15 A. Yes, I regularly participate in Qwest’s CMP meetings as Eschelon’s representative to  
16 understand how Qwest’s systems, processes and products may change so that Eschelon  
17 may react accordingly, when changes are not in conflict with the interconnection

---

<sup>16</sup> See, e.g., Attachment E at Document No. 001645. In the more limited situations when Eschelon uses QPP (see footnote 2 above), Qwest provides this expedite capability for QPP, while denying it for unbundled loops.

1 agreement. The CMP is often the only means through which information about system  
2 and process changes is obtained, so I participate to remain informed about changes that, if  
3 they apply to Eschelon, may impact our business. It is also often the only means  
4 recognized by Qwest to request changes. I have included additional information about  
5 CMP generally, and the Qwest expedite product catalog changes in particular, in  
6 Attachment A to my testimony. I have also included a summary of documented facts,  
7 which draws largely upon information posted on Qwest's CMP web site, as Attachment  
8 B to my testimony. I verify the factual assertions in Attachments A and B as true and  
9 correct statements to the best of my knowledge. Mr. Webber also discusses some of  
10 these issues in more detail in his testimony.

11  
12 **Q. YOU REFERRED TO CONFLICTS WITH ESCHELON'S INTERCONNECTION**  
13 **AGREEMENT WITH QWEST. DO YOU KNOW THE RELATIONSHIP**  
14 **BETWEEN THE INTERCONNECTION AGREEMENT AND CMP?**

15 **A.** Yes. The procedures that Qwest must follow in CMP are outlined in a document known  
16 as the "CMP Document." Eschelon's interconnection agreement does not include the  
17 CMP Document. The CMP Document is posted on Qwest's web site<sup>17</sup> and a copy is  
18 attached to my Testimony as Attachment A-9. The following excerpt from Section 1.0  
19 ("Introduction and Scope") of the CMP Document addresses the relationship between the  
20 interconnection agreement and CMP and clearly indicates that CMP does not trump the  
21 interconnection agreement:

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<sup>17</sup>[http://www.qwest.com/wholesale/downloads/2006/060130/QwestWholesaleChangeManagementDocument\\_01\\_30\\_06\\_1\\_.doc](http://www.qwest.com/wholesale/downloads/2006/060130/QwestWholesaleChangeManagementDocument_01_30_06_1_.doc)

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

12 This same language appears in CMP notices to inform CLECs receiving the notice that it  
13 does not apply to them if it conflicts with their interconnection agreements.<sup>18</sup> In other  
14 words, per the CMP process, CMP changes may affect some, but not all, CLECs,  
15 depending on the terms of their interconnection agreements and whether the change  
16 conflicts with those terms for each CLEC. As Mr. Webber explains in his testimony, this  
17 is consistent with Section 252(i) of the federal Act, which allows CLECs to have  
18 different interconnection terms, provided that those terms are publicly filed and available  
19 for opt-in by other CLECs.  
20

21 **Q YOU INDICATED THAT CHANGES THAT CONFLICT WITH THE**  
22 **INTERCONNECTION AGREEMENT ARE OUTSIDE THE SCOPE OF CMP.**  
23 **ARE RATES ALSO OUTSIDE THE SCOPE OF CMP?**

---

<sup>18</sup> Qwest is required, per the CMP Document, to include this language in CMP notices. *See* Attachment A-9, §5.4 at Document No. 000195, which states (with emphasis added): “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.*”

1 A. Yes. Rates and the application of rates are outside the scope of Qwest's CMP process.  
2 In the CMP documentation discussed below, Qwest admitted that "discussion around  
3 rates associated with an Interconnection Agreement are outside the scope of the CMP  
4 process."<sup>19</sup> In addition, Qwest has acknowledged that, in the meetings in which CMP  
5 procedures were developed (known as CMP "Re-Design"), "it was agreed that  
6 discussions on rate change were not in the scope of CMP."<sup>20</sup> Rates, and their application  
7 and structure (such as whether they are charged per half hour, per dispatch, or per day)  
8 are not properly determined in CMP. Mr. Webber, in his testimony, describes the  
9 Commission's authority to decide rate and cost structure issues.

10

11 **Q. DO PARTICIPATING PARTIES TO THE CMP PROCESS HAVE AN EQUAL**  
12 **VOICE REGARDING PRODUCT AND PROCESS CHANGES AND DECISION-**  
13 **MAKING TO THAT OF QWEST?**

14 A. No. The CMP process for products and processes is largely one-sided, with Qwest  
15 exercising unilateral power to override any changes or objections that an individual  
16 CLEC or multiple CLECs raise. In fact, as discussed in more detail below, when  
17 Eschelon and other CLECs objected to a change Qwest proposed to the expedite process  
18 through CMP, Qwest nonetheless implemented the change over the CLECs' objections.  
19 Though CLECs could submit objections, no vote was taken on whether to accept or reject

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<sup>19</sup> See Attachment A-7 at Document No. 000129.

<sup>20</sup> See CMP Meeting Minutes (May 12, 2002);

<http://www.qwest.com/wholesale/downloads/2002/020614/ProductProcessCMPMeetingDistributionPackage06-19-02.pdf>

1 that process change.<sup>21</sup> Even though the quantity of CLEC objections outnumbered  
2 Qwest's single opinion, Qwest implemented the change. Eschelon's recourse then was to  
3 bring dispute resolution, which is much more time consuming and expensive for a CLEC  
4 than Qwest's ability to implement a change over CLEC objection. But, Eschelon has to  
5 ask the Commission to decide the important issues presented by this case.

6  
7 **Q. WHY DOES ESCHELON PARTICIPATE IN SUCH A ONE-SIDED PROCESS?**

8 A. As I described above, CMP is often the only means through which information about  
9 system, product, and process changes is obtained, so I participate to remain informed  
10 about changes that, if they apply to Eschelon, may impact our business. In CMP, Qwest  
11 controls whether product and process changes are implemented. When disagreements  
12 occur, Qwest's position in CMP does not control. CMP is not an end in itself, and the  
13 Commission did not, by "approving" CMP, surrender its authority to Qwest's CMP.  
14 Although Qwest seems to suggest in its Answer in this case that CMP is binding in any  
15 event so long as an issue goes through CMP, that is not how the process works per the  
16 CMP Document. The CMP, which Qwest repeatedly describes in its Answer as

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<sup>21</sup>Changes to systems are handled in CMP somewhat differently from product and process changes, as described by Mr. Webber in his testimony. But, the CMP changes that I describe in my testimony are not system changes. Whether a CMP Change Request (CR) or notice is a product, process, or systems Change Request or notice is easily determined by looking at the assigned number. If the number begins with "PROD" it is a product Change Request/notice, and if the number begins with "PROS," it is a process Change Request/notice. *See, e.g.,* Attachment A-6 at Document No. 000105 (identifying the V30.0 notice as "Document No.: PROS.10.19.F.03380.ExpeditesEscalationsV30" and indicating that the "Notification Category" is "Process Notification."). *See also* Attachment A-4 at Document No. 000090 (identifying V27.0 as a "Process Notification"). The CMP Document provides that changes that go through the process and product procedures "are not changes to OSS Interfaces" (*i.e.,* are not system changes). *See* Attachment A-9, §5.4 at Document No. 000195.

1           “Commission approved,”<sup>22</sup> clearly requires per the CMP Document that the Commission,  
2           not Qwest, determines the outcome.<sup>23</sup> Eschelon has brought the issues in the Complaint  
3           to the Commission to make that determination.

4  
5   **V.   DENIAL OF EXPEDITES FOR UNBUNDLED LOOP PRODUCTS UNDER**  
6   **COMMISSION-APPROVED ICA.**  
7

8   **Q.   DO THOSE ISSUES IN THE COMPLAINT RELATE TO A CHANGE**  
9   **ANNOUNCED THROUGH CMP?**

10  A.   Yes. On October 19, 2005, Qwest announced a change to the expedite process to become  
11       effective on January 3, 2006. By then, Qwest’s expedite process was described on  
12       Qwest’s wholesale web site in a section of Qwest’s posted Product Catalog (“PCAT”)  
13       called “Expedites & Escalations Overview.” Qwest assigns “Version” numbers to its  
14       proposed changes to the “Expedites & Escalations Overview” section of the PCAT. The  
15       change effective January 3, 2006 was identified as version number 30 (“V30.0”). I have  
16       provided V30.0 in Attachment A-6 to my testimony.<sup>24</sup> Version 30 effectively removed  
17       unbundled loops from the process that we had available under our interconnection  
18       agreement for the past six years. Qwest’s changes in V30.0 denied the capability, even to  
19       a CLEC with expedite “language in [its] Interconnection Agreement (ICA),”<sup>25</sup> to expedite  
20       several products (including all unbundled loops) under the existing interconnection

---

<sup>22</sup> See, e.g., Answer, p. 2 line 6 & lines 17-18; p. 3 line 8.

<sup>23</sup> See Attachment A-9 (CMP Document) at Section 15.0.

<sup>24</sup> See Attachment A-6 at Document Nos. 000105-000115.

<sup>25</sup> See Attachment A-6 at Document No. 000107.

1 agreement language, even when the Emergency Conditions are met. As a result of  
2 Version 30.0, in early 2006, Qwest began denying Eschelon the capability to expedite  
3 unbundled loop orders under its Commission-approved interconnection agreement.  
4 Without going to the Commission first, Qwest said that it would not expedite unbundled  
5 loop orders per the Commission-approved interconnection agreement unless and until  
6 Eschelon agreed to a \$200 per day advanced expedite fee - even where the Emergency  
7 Conditions are met. Eschelon has asked Qwest for cost support to support that rate, but  
8 Qwest did not provide any supporting cost data.

9  
10 **Q. WOULD YOU DISAGREE WITH QWEST'S SUGGESTION AT PARAGRAPHS**  
11 **14B AND 16 OF ITS ANSWER TO ESHELON'S COMPLAINT THAT CLECS**  
12 **HAD AMPLE TIME TO ADJUST TO THE PROPOSED CHANGE?**

13 A. Yes, I would. Qwest's Answer could create the incorrect impression that there was a  
14 "former expedite process" that was replaced by a "new expedite process" developed as  
15 the result of a Covad change request (CR #PC021904-1) in CMP. Although a second,  
16 optional alternative for obtaining expedites for a fee even when the Emergency  
17 Conditions were not met (called the "Pre-Approved" process) was later made available to  
18 requesting CLECs through CMP, that alternative did not replace the existing expedites  
19 process when the Emergency Conditions were met (later called "Expedites Requiring  
20 Approval" process) or any interconnection agreement expedite terms.  
21 Eschelon supported Covad's change request, so long as the imposition of charges was  
22 optional and that expedites meeting the emergency criteria previously discussed (*i.e.*,

1 Expedites Requiring Approval as they were now dubbed) were still available (at no  
2 additional charge). Therefore, V11.0 introduced an optional, for-fee expedite process for  
3 requests not meeting the emergency criteria.<sup>26</sup> For CLECs that did not sign the optional  
4 amendment, V11.0 left the original expedite process unchanged – with the exception of  
5 labeling it “Expedites Requiring Approval” to distinguish it from the optional for-fee  
6 expedite process.

7  
8 **Q. ARE YOU SAYING THAT THE NEW FEE-ADDED “PRE-APPROVED**  
9 **EXPEDITE” PROCESS SUPPLEMENTED – NOT REPLACED – THE**  
10 **EXISTING EXPEDITE PROCESS (LATER NAMED “EXPEDITES REQUIRING**  
11 **APPROVAL”)?**

12 **A.** Yes. That is very clear from V11.0 of Qwest’s Expedites and Escalations Overview  
13 document, which states, “Requesting an expedite follows one of two processes....” In  
14 addition, Qwest responded to Covad’s Change Request on May 12, 2004, stating, in part,  
15 that “[i]f a CLEC chooses not to amend their Interconnection Agreement, the current  
16 expedite criteria and process will be used.”<sup>27</sup> And in its June 29, 2004 announcement  
17 related to Covad’s Change Request, the company stated that: “Qwest is  
18 modifying/changing the existing manual Expedite process to incorporate two processes.  
19 These are the fee-added Pre-Approved and emergency-based Expedites Requiring

---

<sup>26</sup> An example of a non-emergency expedite handled under the “Pre-Approved Expedite” is an end user with service may call and say: “I need to add 2 lines, and I need it within 2 days because my equipment vendor is only available then.”

<sup>27</sup> See Attachment A-2 at Document No. 000057.

1 Approval.<sup>28</sup> Furthermore, in response to Eschelon's comments on Covad's Change  
2 Request, Qwest issued a July 15, 2004 response which states:

3 3. If a CLEC chooses not to sign the amendment and pay the approved  
4 rates, this will not impact resources. For Qwest's Retail and Access  
5 customers, they are bound by the terms established in the tariffs  
6 (which have been or are in the process of being filed). Qwest did not  
7 want to shut the door for its Interconnect customers because of  
8 existing contractual obligations, **so is offering those customers two**  
9 **options:** 1) To be able to expedite without reason for a per-day  
10 improved rate, like the Retail and Access customer, or 2) **Continue**  
11 **with the existing process that is in place. Qwest is providing the**  
12 **Interconnect customers an additional option. If the CLEC chooses**  
13 **option 2, and the expedite reason is for one of those listed in the**  
14 **PCAT, they are given the same opportunity at having the due date**  
15 **requested.**<sup>29</sup>  
16  
17

18 In fact, Qwest continued to approve and process Eschelon's requests for expedited orders  
19 when the Emergency Conditions were satisfied without an additional fee long after this  
20 change was made in CMP.<sup>30</sup> This was consistent with Eschelon's understanding that the  
21 existing expedite process would continue in parallel with the "fee based" process  
22 implemented by Change Request # PC021904-1. Qwest processed Eschelon's requests  
23 for expedited service delivery within the context of the emergency-based expedites  
24 requiring approval process, even after adopting Change Request # PC021904-1.<sup>31</sup>  
25

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<sup>28</sup> See Attachment A-2 at Document No. 000066 (emphasis added).

<sup>29</sup> See Attachment A-2 at Document No. 000062 (emphasis changed).

<sup>30</sup> See Attachment D.

<sup>31</sup> See, e.g., Attachment D, Document No. 000444, rows 4&5.

1           There are two options for obtaining expedites (requiring approval and fee-added).  
2           Nothing in Qwest's responses and announcement suggested that an "old process" would  
3           be replaced by a "new process." Instead, it was clear that there were "two options."  
4           Therefore, CLECs had no reason to expect or prepare for a new replacement process.  
5           After V30.0, however, Qwest is refusing to continue to provide expedite capability under  
6           the Commission-approved interconnection agreement for unbundled loop orders when  
7           the Emergency Conditions are met.

8

9   **Q.   DID ESCHELON OBJECT TO THE CHANGE PROPOSED UNDER V30.0 AND**  
10 **ATTEMPT TO RESOLVE THIS ISSUE BEFORE IT FILED THIS**  
11 **COMPLAINT?**

12 A.   Yes. Although the CMP document is not part of Eschelon's interconnection agreement  
13 with Qwest, Eschelon voluntarily followed the CMP objection, escalation, and dispute  
14 resolution processes to attempt to resolve this matter.<sup>32</sup> Eschelon also cited the  
15 interconnection agreement's dispute resolution provisions before bringing this matter to  
16 the Commission. I have provided, in Attachment A-7, Eschelon's letters dated March 21  
17 and April 3, 2006 which demonstrate attempts by Eschelon to resolve these issues.<sup>33</sup>  
18 Eschelon's objections and dispute resolution efforts are described in Attachment A to my  
19 testimony.<sup>34</sup>

20

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<sup>32</sup> See, e.g., Attachment A-7 at Document Nos. 000117, 000120, 000124-000126, 000137.

<sup>33</sup> See Attachment A-7 at Document Nos. 000130-000139.

<sup>34</sup> See Attachment A at 000012-00015.

1 **Q. DID ANY OTHER CLECS ALSO OBJECT?**

2 A. Yes. At least McLeodUSA, PriorityOne, Integra, Velocity, AT&T, and ELI objected in  
3 CMP to changes made by Qwest in Version 30 [and a previous Version, Version 27  
4 (“V27.0”),<sup>35</sup> that was issued at approximately the same time].<sup>36</sup> Following is an example  
5 of a CLEC objection provided to Qwest through CMP:

6 “Integra objects to Qwest proposed change to remove the existing approval  
7 required expedite process for designed products. When Integra signed the Qwest  
8 Expedite Amendment we were not advised that by signing the amendment it  
9 would change the current Expedites Requiring Approval process. We signed the  
10 amendment believing that this would ADD to our options of having an order  
11 completed outside the standard interval. When Integra signed the amendment  
12 UBL DS0 loops were not included as a product on the list of products in the "Pre-  
13 Approved Expedites" list. When the UBL DS0 was added to this list Integra did  
14 not comment as at that time we still believed the Expedites Requiring Approval  
15 process was in place for our use.”<sup>37</sup>  
16

17 This CMP objection by Integra shows that, like Eschelon, Integra understood that the fee-  
18 added expedites process (“Pre-Approved” process) was an optional alternative that  
19 should not have replaced the long-standing expedites process available under the  
20 interconnection agreement when the Emergency Conditions are met (“Requiring

---

<sup>35</sup> In Version 27 of the Expedite & Escalation Overview released in October of 2005, Qwest revised the fee-based (*i.e.*, Pre-Approved) expedite process by adding additional UNE products for which the new process would apply. Specifically, Version 27 added 2 and 4 wire analog unbundled loops as products for which the fee-based expedite process could be used. *See* Attachment A-4. The 2/4 wire loops were added to the Pre-Approved, or optional fee-based expedite process, as a result of Qwest removing an explicit exception that previously excluded both 2 and 4 wire loops from the optional, Pre-Approved process. Version 27.0 said nothing about no longer making those products available under the expedites requiring approval terms.

<sup>36</sup> *See* Attachment A-7 at Document Nos. 000118, 000120-000121, 000123-000128. Qwest issued a series of notices in a short amount of time that created confusion. It was so confusing that Qwest, in a Nov.18, 2005 response, had to both describe the overlapping changes and include a complicated timeline to show what it said it had done. *See* Attachment A-7 at Document Nos. 000122-000123.

<sup>37</sup> *See* Attachment A-7 at Document Nos. 000127-000128.

1 Approval” process). On page 2 (lines 6-7) of Qwest’s Answer in this matter, Qwest  
2 claims that “hundreds of CLECs have opted into the ‘expedite process’ . . . .”<sup>38</sup> Any  
3 other CLECs that signed the Qwest expedite amendment before V30.0, however, may  
4 likewise have signed the amendment not knowing that Qwest would later unilaterally  
5 change the terms upon which expedites are available, without first seeking Commission  
6 approval to do so.

7  
8 **Q. HOW DID QWEST RESPOND TO THE CLECS’ OBJECTIONS?**

9 A. An escalation raised by McLeod - and later joined by Eschelon – was rejected by Qwest  
10 via a response dated November 4, 2005 (and delivered on November 7, 2005). In that  
11 denial, Qwest stated:

12 In response to McLeod’s concern around the costs associated with an expedited  
13 request; discussion around rates associated with an Interconnection Agreement  
14 are outside the scope of the CMP process. Qwest maintains its position that  
15 2w/4w analog loops be included in the pre-approved expedite process to create  
16 consistencies across the UBL product line as well as other products that follow  
17 the designed services flow.<sup>39</sup>  
18

19 On November 18, 2005, Qwest distributed a written denial to the objections of Eschelon  
20 and other CLECs regarding V30.<sup>40</sup> In that denial, Qwest said:

21 Qwest does not sell Unbundled Loops to its end user customers so it is not  
22 appropriate to make a comparison to retail in this situation. Qwest is selling a

---

<sup>38</sup> Eschelon requested copies of all such amendments or other agreements from Qwest in Eschelon’s Request for Production 1-2, but Qwest did not produce copies of any expedite amendments signed by CLECs to Eschelon. Although Qwest provided some summary data containing dates, the dates do not appear to be the dates upon which expedite amendments were signed or effective, because many of the dates pre-date when Qwest began offering an expedite amendment in 2004.

<sup>39</sup> See Attachment A-7 at Document No. 000129.

<sup>40</sup> See Attachment A-7 at Document Nos. 000122-000128.

1 pipe, not a switched POTS service. The DSO UBL can be used for services other  
2 than a POTS type service and Qwest does not know what service the CLEC is  
3 providing its end user with the DSO pipe. Therefore, Qwest's position is that  
4 there is not the parity component that is being raised with this comment.<sup>41</sup>  
5

6 After these denials, Qwest implemented V27.0 and V30.0 over CLEC objections.  
7

8 **Q. DOES QWEST NOW REFUSE TO EXPEDITE ORDERS PERTAINING TO**  
9 **UNBUNDLED LOOPS FOR ESCHELON CUSTOMERS EVEN IN**  
10 **CIRCUMSTANCES WHEN THE EMERGENCY CONDITIONS ARE MET?**

11 A. Yes. Qwest has specifically stated that it will no longer expedite any orders for  
12 unbundled loop products, even when the Emergency Conditions are met, under the same  
13 terms of the Commission-approved interconnection agreement under which it had  
14 provided that capability for the previous six years in Arizona.  
15

16 **Q. HAS ESCHELON REFUSED TO PAY QWEST FOR EXPEDITES?**

17 A. No. Eschelon told Qwest in writing that it will pay charges for expedites under the  
18 existing interconnection agreement, including hourly and dispatch charges, as well as the  
19 installation NRC.<sup>42</sup> Eschelon has told Qwest on previous occasions as well that it will  
20 pay Commission approved rates.<sup>43</sup>  
21

---

<sup>41</sup> See Attachment A-7 at Document No. 000124.

<sup>42</sup> See Attachment A-7 at Document No. 000138.

<sup>43</sup> See, e.g., AZ 271 Order ¶106.

1 Moreover, to resolve the trouble on behalf of our customer, Eschelon ordered a more  
2 expensive special access private line DS1 circuit.<sup>44</sup> Eschelon's payment of the higher  
3 rate, despite its position that the rate is inapplicable, shows that Eschelon was willing to  
4 pay. As Mr. Webber discusses in his testimony, the amount Eschelon should have to pay  
5 is a separate issue for this Commission to decide.

6  
7 **VI. REHABILITATION CENTER EXAMPLE SHOWS THE CONSEQUENCES OF**  
8 **QWEST'S CONDUCT**  
9

10  
11 **Q. ARE YOU FAMILIAR WITH THE EXAMPLE DESCRIBED IN PARAGRAPHS**  
12 **22-41 OF ESCHELON'S COMPLAINT, AND IF SO, DO PARAGRAPHS 22-41**  
13 **OF ESCHELON'S COMPLAINT ACCURATELY DESCRIBE THOSE EVENTS?**

14  
15 **A.** Yes. I am familiar with those facts. I was personally involved at Eschelon in escalation  
16 of this issue. Paragraphs 22-41 of Eschelon's Complaint accurately describe the facts.  
17 Eschelon's customer is an Arizona non-profit community rehabilitation organization  
18 providing in-patient and out-patient services to children and adults with disabilities.  
19 There was an Eschelon disconnect of service in error.<sup>45</sup> As discussed above, disconnects  
20 in error happen both from the ILEC and CLEC perspective.<sup>46</sup> The fact that disconnects in  
21 error happen means that CLECs and ILECs will sometimes need expedites to promptly  
22 restore service to a customer whose telephone service has been disconnected in error.

---

<sup>44</sup> Complaint ¶36.

<sup>45</sup> Eschelon admitted its error to Qwest, to the customer, and in its Complaint (*see* Complaint, p. 2, lines 3-4 and p. 9, ¶26, lines 18-20).

<sup>46</sup> *See* Attachment C. *See also* sixth bullet point in the above list of Emergency Conditions ("Disconnect in error by Qwest").

1 Qwest refused to expedite the loop order (*i.e.*, meet a due date earlier than the standard  
2 interval) to correct the error and re-establish service under the Commission approved  
3 interconnection agreement's expedite provisions. Qwest admits that, while it previously  
4 provided such expedites to Eschelon, it will no longer provide expedites to Eschelon for  
5 unbundled loop orders under the existing interconnection agreement, even when the  
6 Emergency Conditions are met.<sup>47</sup> While the customer was out of service and in need of  
7 911 capability, Qwest used the situation to demand that, despite the presence of expedite  
8 terms in our existing interconnection agreement,<sup>48</sup> Eschelon sign a new interconnection  
9 agreement amendment imposing a charge of \$200 per each day expedited, totaling  
10 approximately \$1,000 (in addition to the Commission approved installation charge  
11 associated with the correcting order), even though the facilities were still in place and  
12 little, if any, additional work was required.

13  
14  
15 **Q. IS THE REHABILITATION CENTER CUSTOMER DISCUSSED IN**  
16 **ESCHELON'S COMPLAINT AN EXAMPLE OF A CUSTOMER TO WHICH**  
17 **ESCHELON PROVIDES BASIC LOCAL SERVICES OVER A DS1 CAPABLE**  
18 **LOOP?**

19 **A.** Yes. The in-patient clients of the rehabilitation center had dial tone and 911 capability  
20 through their telephone service provided by Eschelon. If Eschelon had instead provided  
21 individual analog lines to the customer, the in-patient clients of the rehabilitation center

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<sup>47</sup> See Answer, page 9 ¶ 14 Lines 24-25 & page 11, ¶ 14B, line 6.

<sup>48</sup> See, e.g., Qwest-Eschelon ICA at §3.2.2; see also Exhibit 1 to Eschelon's Complaint (Attachment A-7 at Document Nos. 000134-000136. Mr. Webber provides a discussion of the ICA terms in his testimony.

1 would have still had dial tone and 911 capability through their telephone service provided  
2 by Eschelon. Eschelon happened to use a DS1 capable loop as the pipe to provide dial  
3 tone and 911 capability to these clients of the center.  
4

5 **Q. QWEST STATES, ON PAGE 13 OF ITS ANSWER IN RESPONSE TO**  
6 **PARAGRAPH 29 OF ESCHELON'S COMPLAINT, THAT THERE IS NO**  
7 **CIRCUIT TO REPAIR AFTER A DISCONNECT ORDER HAS BEEN**  
8 **COMPLETED. DO YOU AGREE?**

9 A No. In fact, in the rehabilitation center example described in paragraphs 22-41 of  
10 Eschelon's Complaint, Qwest initially repaired the disconnected circuit.<sup>49</sup> The  
11 rehabilitation center was not expecting any service disruption on that circuit. Naturally,  
12 therefore, when the rehabilitation center found that it did not have dial tone on that  
13 circuit, the customer called the repair bureau of its provider - Eschelon. In turn, Eschelon  
14 naturally called the repair bureau of its wholesale provider - Qwest - to report that  
15 outage,<sup>50</sup> as the trouble appeared to Eschelon to be in the Qwest network. Because  
16 Eschelon was unaware of the disconnect in error at that time,<sup>51</sup> Eschelon viewed the  
17 outage like other troubles that require repair to restore service to serve its customer by  
18 contacting Qwest repair. Qwest repaired the circuit, and Eschelon's customer confirmed  
19 to Eschelon that the circuit was working. As described in paragraphs 30-31 of the

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<sup>49</sup> See Complaint, ¶¶28-29.

<sup>50</sup> Qwest Trouble Ticket # OC125098.

<sup>51</sup> See Complaint, ¶29.

1           Complaint, the rehabilitation center customer called when its service went down again,  
2           but this time Qwest did not repair it.

3

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

5   **A.    Yes, at this time.**

**ATTACHMENT A**

**Chronology of the Qwest Change Management Process (CMP)**  
**Changes Relating to Expedites**

In the first section of this Chronology, background information is provided to explain the terms and context of the CMP items discussed below. In the second section of this Chronology, the history of changes Qwest has made or attempted to make in CMP to both of its expedite processes (requiring approval based on emergency conditions process and later additional for-pay process) is discussed. There are seven sections in the latter history section. Documents cited in each of the seven sections are attached to this Chronology and organized by corresponding section number. Also attached are excerpts from Qwest's Statement of Generally Available Terms (SGAT) and Qwest's complete CMP Document, both printed from Qwest's web site. The CMP document governing the procedures for CMP ("CMP Document") is found at:

[http://www.qwest.com/wholesale/downloads/2006/060130/QwestWholesaleChangeManagementDocument\\_01\\_30\\_06\\_1.doc](http://www.qwest.com/wholesale/downloads/2006/060130/QwestWholesaleChangeManagementDocument_01_30_06_1.doc)

The "Expedites & Escalations Overview" is a section of Qwest's Product Catalog ("PCAT") on the Qwest wholesale web site. See <http://qwest.com/wholesale/>. Changes to the wholesale PCAT are sometimes made through Qwest's Change Management Process (CMP) either by notice or Change Request ("CR"), depending on the nature of the change. Qwest assigned "Version" numbers to its proposed changes to the "Expedites & Escalations Overview" section of the PCAT, and the first six sections of the history discussion are arranged by Version number. The seventh section addresses CLEC objections, Qwest's denials, and dispute resolution.<sup>1</sup>

**BACKGROUND**

**Participation in CMP.** Qwest's CMP documentation on its wholesale web site addresses who may participate in CMP: "Current CLEC Product, Process, or OSS Interface users, or those who have an agreed upon project work plan for implementing a Product, Process or OSS Interface, may submit change requests and participate in the CLEC Industry Team."<sup>2</sup> Eschelon must use Qwest's processes and OSS interfaces to conduct business with Qwest and therefore receives CMP notices and participates in CMP meetings. The CMP is often the only means through which information about system and process changes is obtained. Participation does not equal consent. The CMP Document provides that a participating CLEC's interconnection agreement ("ICA") governs over all CMP changes, and this does not vary depending of whether the CLEC participated in that change. See CMP Document §1.0; see also Qwest-Eschelon ICA, Part A, § 17.1.

**No Voting on Process Changes in CMP.** No voting occurs in CMP as to the substance of product and process changes. In other words, there is no vote in CMP as to whether a particular change request should be adopted or not. Qwest will complete or deny a request for a change in process or product. Regarding Expedites & Escalations, Qwest

<sup>1</sup> Most of the attached documents are Qwest's own documents (*i.e.*, admissions by Qwest).

<sup>2</sup> <http://www.qwest.com/wholesale/cmp/index.html> (*italics deleted*)

described its proposed changes as “process” changes. They were not system changes. CLECs are permitted to object in CMP to Qwest product and process changes. Even if, however, every single CLEC objects and Qwest still does not agree, Qwest nonetheless implements its desired change after applicable time periods for product and process changes. (See §5.4 of CMP Document.) Qwest refers to such CMP changes as “notification” processes.<sup>3</sup> In contrast to Qwest’s “notice and go” relatively quick process, an objecting CLEC’s only recourse is to seek expensive and time-consuming dispute resolution for each change in state affected by the change. See *id.* & §15.0 Voting only occurs in two situations. First, voting occurs for changes to the CMP Document itself and certain procedures within that document (such as whether to change the disposition level of a CR, §5.4.3.1; whether to grant an exception to the CMP procedures, §16.2.1; *etc.*). See CMP Document §§ 5.1.1, 5.1.2, 5.4.3.1, 16.2 *et al.*, 16.4 *et al.*, 17.0. The expedite changes are not changes to the CMP Document or the CMP procedures. Second, voting occurs to prioritize (*i.e.*, “rank) proposed systems (OSS) changes. See CMP Document §§ 5.2.1, 5.2.2, 10.3.3, 10.3.4, 16.2 *et al.*, 17.0. The expedite changes are not system changes. Therefore, any reference to voting with respect to the expedite processes is a red herring to create the impression that there is a democratic process for process changes when there is not.

**Section 252(a):** Terms and conditions requiring mutual assent are governed by the ICA, and the CMP Document is clear that the ICA controls *vis a vis* CMP. See CMP Document §1.0; see also §252(a) of the Act; Notice of Apparent Liability for Forfeiture, *In the Matter of Qwest Corporation Apparent Liability for Forfeiture*, FCC File No. EB-03-IH-0263, ¶32 (March 11, 2004) (FCC said: At “no point did we create a general ‘web-posting exception’ to section 252(a)”).

**CMP, PCAT and SGAT:** Neither the PCAT nor CMP are mentioned anywhere in the Qwest-Eschelon ICA. Eschelon opted into the original AT&T ICA, and the Eschelon-Qwest ICA was approved by the ACC on April 28, 2000. The PCAT and CMP were developed after approval of the ICA, largely through or as the result of the Section 271 proceedings to determine the terms under which Qwest could enter the long distance market. Both the CMP and the PCAT are referenced in Qwest’s Statement of Generally Available Terms (“SGAT”) (which was developed largely through Section 271 proceedings). Qwest’s Arizona SGAT, in both Section 4.156 and Section 7.4.7, provides: “Qwest agrees that CLEC shall not be held to the requirements of the PCAT.”<sup>4</sup> This provision shows that the history of CMP is that it was not intended to bind CLECs. Eschelon is similarly not held to the requirements of the PCAT, as neither the PCAT nor the CMP are part of its ICA with Qwest. Nonetheless, as described below, Eschelon voluntarily followed those processes in this case.

<sup>3</sup> See, e.g. Qwest’s 11/18/05 response to Eschelon’s objections to Version 30 (Qwest said: “Qwest utilized the appropriate CMP notification processes to notify CLECs of the pending changes.”) This indicates Qwest’s view that it can unilaterally notify CLECs of changes, rather than obtain their agreement. To the extent that CMP is such a “notice” process, it does not meet the requirement of mutuality for negotiated terms (or Commission involvement for arbitrated terms) governed by Section 252 and does not supplant Section 252, as the CMP Document itself recognizes by indicating that the ICA controls. See CMP Document, §1.0.

<sup>4</sup> <http://www.qwest.com/wholesale/downloads/2003/030909/Arizona-SGAT-8-29-03.doc>

**Scope of CMP:** The document governing CMP,<sup>5</sup> in Section 1.0 (“Introduction and Scope”), provides: “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.”<sup>6</sup> Qwest also repeats this language on many of its CMP notices. Rates and the application of rates are also outside the scope of CMP. *See, e.g.*, Qwest’s response to the McLeod-Eschelon escalation (attached and discussed below) in which Qwest states: “discussion around rates associated with an Interconnection Agreement are outside the scope of the CMP process.”

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<sup>5</sup> The CMP document is Exhibit G to the SGAT. The SGAT provides (at SGAT Section 12.2.6.3) that Exhibit G can be changed per the CMP document processes (which require a unanimous vote in CMP) without amendment of the SGAT. Therefore, the SGAT Exhibit G on the Qwest web site may not have all of the revisions made through CMP that are in the updated CMP document on the Qwest web site (see URL above). For the SGAT Exhibit G, see <http://www.qwest.com/wholesale/downloads/2003/030909/Arizona-08-29-03-Exhibit-G.doc>

<sup>6</sup>[http://www.qwest.com/wholesale/downloads/2006/060130/QwestWholesaleChangeManagementDocument\\_01\\_30\\_06\\_1.doc](http://www.qwest.com/wholesale/downloads/2006/060130/QwestWholesaleChangeManagementDocument_01_30_06_1.doc)

## **HISTORY OF PROPOSED CHANGES<sup>7</sup> TO QWEST EXPEDITE PROCESSES**

### **1. Expedites Process – Later Called “Expedites Requiring Approval” Process**

[See See Product Notification for Version 1 of the Expedites & Escalations Overview <http://www.qwest.com/wholesale/cnla/uploads/PROD%2E09%2E20%2E01%2EF%2E00087%2EF%2EBFRSR%2Edoc>; see also “Expedites & Escalations Overview – V8.0” - Copy is attached. It appears it is no longer on the Qwest web site.]

**Summary:** Under this process (“Expedites Process”), Qwest will expedite orders for all products and services (including all unbundled loops), but only if the order meets one of the criteria/conditions below. The conditions relate generally to emergencies and harm to end user customers. If the conditions are met, Qwest will grant the expedite (*i.e.*, meet the earlier due date) resources permitting, and no additional charge will apply. If the conditions are not met, no expedite will be granted (*i.e.*, the standard interval applies to establish the due date). The conditions are listed in the bullet points *below*. To obtain such an expedite, the CLEC submits an order with the normal due date interval and may call Qwest to request an expedite. On such a call, the CLEC provides information from which Qwest can determine if the expedite meets one or more of the conditions so that Qwest will approve the request.<sup>8</sup> Under the expedites requiring approval process, Qwest granted expedite requests to Eschelon. [See, e.g., PON Numbers AZ418942CJH (7/26/04); AZ409134CJH (6/22/04); CAZ5016941TIH (5/11/04); AZ467137RAK (1/10/05).] Although there are Commission approved rates for dispatches and hourly labor in Arizona, so that Qwest could have otherwise charged for expedites pursuant to the ICA if such additional dispatches or work were required, the ICA also provides for nondiscrimination.<sup>9</sup> As Qwest does not require its own retail customers to pay an additional expedite charge (*see, e.g.*, Qwest RPD – “Due Dates – POTS/Non-Design – All States Bus Res”),<sup>10</sup> no additional charge applies for CLEC expedites meeting the Original Conditions either under the expedites requiring approval process.

<sup>7</sup> Other Proposed Changes/Versions. The Qwest “Expedites & Escalations Overview” went through several versions, but some of those versions/changes are not discussed here. Those versions did not affect, for example, the criteria or products to which those criteria apply. (This is just noted here to explain why the version numbers are not consecutive.) To view the other versions, see the history log for the “Expedites & Escalations Overview.” See

[http://www.qwest.com/wholesale/downloads/2006/060407/HL\\_Exp\\_Escl\\_V36.doc](http://www.qwest.com/wholesale/downloads/2006/060407/HL_Exp_Escl_V36.doc)

<sup>8</sup> Therefore, Qwest later called the Expedites Process the “Expedites Requiring Approval” process. This title was not needed initially, as there was only one process. When Qwest later added an optional for pay process to obtain expedites when the conditions were not met but a CLEC would pay a higher charge (see below), Qwest referred to the additional process as the “Pre-Approved Expedite Process” and the Expedites Process as the “Expedites Requiring Approval” process to distinguish them.

<sup>9</sup> The ICA provides that Qwest “shall provide CO-PROVIDER the capability to expedite a service order. . . . If CO-PROVIDER requests a due date earlier than the standard due date interval, then expedite charges may apply.” (ICA Att. 5, Sections 3.2.2.13 & 3.2.4.2.1.) This language is in Attachment 5, which applies to all products and services. Section 31.1 of Part A of the ICA provides that Qwest “shall conduct all activities and interfaces which are provided for under this Agreement with CO-PROVIDER Customers in a carrier-neutral, nondiscriminatory manner.”

<sup>10</sup> Note that “waive charges” refers to other NRCs (such as installation) and not expedite charges, as there are no expedite charges in this process. Eschelon understands that the installation NRC charge will not be waived when Eschelon causes the disconnect in error and has not sought such a waiver here. If the end user customer caused the disconnect, the expedite would not be granted, but that is not the case here. It is a carrier-caused disconnect in error. Eschelon does not get the NRC waiver, as it is the carrier in this case,

**Effective Date:** The Commission approved the Eschelon-Qwest ICA on April 28, 2000. The mutually agreed upon process was in place before Qwest documented it on its website. On September 22, 2001, Qwest issued a product notification that Qwest had updated its website on methods and procedures for Expedites and Escalations to document the definition of expedite and valid expedite reasons (*i.e.*, the emergency conditions). (See Product Notification for Version 1 of the Expedites & Escalations Overview.) This was not a change request or change in process. Qwest specifically recognized in the product notification that “these updates reflect current practice.” See <http://www.qwest.com/wholesale/cnla/uploads/PROD%2E09%2E20%2E01%2EF%2E00087%2EF%2EBFRSR%2Edoc>

**Products:** All (including unbundled loops – analog and high capacity)

**Expedite Charge:** No additional charge. [The carrier pays the standard installation/order charge generally but does not pay an extra charge for expediting the due date to an earlier date. The same work (as the work included in the standard charge) is performed, but it is just performed earlier.]

**Conditions/criteria for obtaining an expedite requiring approval (“Original Conditions”):**

- Fire
- Flood
- Medical emergency
- National emergency
- Conditions where your end-user is completely out of service (primary line)
- Disconnect in error by Qwest
- Requested service necessary for your end-user’s grand opening event delayed for facilities or equipment reasons with a future Ready For Service (RFS) date
- Delayed orders with a future RFS date that meet any of the above described conditions

## **2. Optional, Additional Pay-for-Expedites Not Meeting Criteria Process (Optional “Pre-Approved Expedite” Process)**

[See “Expedites & Escalations Overview – V11.0”

([http://www.qwest.com/wholesale/downloads/2004/040629/PCAT\\_Exp\\_Esc\\_V11\\_0\\_reis\\_sue.doc](http://www.qwest.com/wholesale/downloads/2004/040629/PCAT_Exp_Esc_V11_0_reis_sue.doc))]

**Summary:** Sometimes a carrier desires an expedite but the situation does not meet the emergency criteria. For example, an existing End User Customer with service may call its carrier and say: “I need to add 2 lines, and I need it within 2 days because my equipment vendor is only available then.” This situation does not meet the above criteria, so historically an expedite was not available. Covad indicated that, if Qwest were to provide expedites in this type of optional situation (*i.e.*, when the above criteria are not met), Covad would be willing to pay an additional charge to obtain an expedite. Covad submitted a Change Request (CR #PC 021904-1) to Qwest’s CMP to request this optional process. The title of Covad’s CR is “Enhancement to Existing Expedite Process

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but it does get the expedite at no additional charge over and above that NRC (or, Eschelon is willing to pay the Commission approved rates for costs to Qwest for the expedite, if any).

for Provisioning.” Eschelon supported Covad’s request, so long as the imposition of charges was optional and the expedites meeting the criteria were still available (at no additional charge). In Qwest’s May 12, 2004 Response to the Covad CR, Qwest reassured CLECs that: “If a CLEC chooses not to amend their Interconnection Agreement, the current expedite criteria and process will be used.” See [http://www.qwest.com/wholesale/cmp/archive/CR\\_PC021904-1.htm](http://www.qwest.com/wholesale/cmp/archive/CR_PC021904-1.htm).

In Qwest’s July 15, 2004 Response to Eschelon’s comments on Covad’s CR, Qwest added: “If a CLEC chooses not to sign the amendment and pay the approved rates, this will not impact resources. For Qwest’s Retail and Access customers, they are bound by the terms established in the tariffs (which have been or are in the process of being filed). Qwest did not want to shut the door for its Interconnect customers *because of existing contractual obligations*, so is offering those customers *two options*: 1) To be able to expedite without reason for a per-day improved rate, like the Retail and Access customer, or 2) Continue with the existing process that is in place. Qwest is providing the Interconnect customers an *additional option*. *If the CLEC chooses option 2, and the expedite reason is for one of those listed in the PCAT*, they are given the same opportunity at having the due date requested. This comment is accepted.” (emphasis changed):

[http://www.qwest.com/wholesale/downloads/2004/040715/DNLD\\_QwestResponse\\_Exp\\_Escl\\_V11.doc](http://www.qwest.com/wholesale/downloads/2004/040715/DNLD_QwestResponse_Exp_Escl_V11.doc).

In Qwest’s June 29, 2004 announcement related to Covad’s CR, Qwest said: “Qwest is modifying/changing the existing manual Expedite process to incorporate *two processes*. These are described as Pre-Approved and Expedites Requiring Approval” (emphasis added).

Qwest’s own responses and announcement show that the Covad CR did nothing to alter or eliminate the Expedites Process requiring approval, which remained available for expedites of loop orders when the conditions were met, in addition to the Covad-initiated option, without an ICA amendment. In contrast, Qwest claims in ¶14(B) of its Answer, that “Qwest worked on the process with the industry in CMP for 18 months – from February 2004 to July 2005. Qwest then gave the industry – including Eschelon – until January 2006 to prepare for the new process.” Nothing in Qwest’s responses and announcement, however, suggested that there was going to be an “old process” and a “new process.” Qwest clearly stated that there were “two options” (see above), denying that one process would replace the other. CLECs had no reason, therefore, to “prepare” for a new process.

Announcement/Effective Dates: June 29, 2004/July 31, 2004

Products/Pre-Approved Expedite Process: Applies to specified products (see Version 11) only, including unbundled loop (*except for 2/4 wire analog loops*)

Exclusive process for loops? *No*. The Expedites Process (a/k/a “Expedites Requiring Approval”) is still available for all products for no additional charge, if the Original

Conditions are met.<sup>11</sup> For example, Qwest provided expedites at no additional charge to Eschelon that completed on January 10, 2005 (AZ PON 467137RAK), and May 11, 2005 (AZ PON CAZ5016941TIH).

Expedite Charge/ Pre-Approved Expedite Process: \$200 per day expedited (*i.e.*, if the standard interval was 5 days, and the order was for a same day expedite, the additional charge would be \$1,000).

Criteria for obtaining / Pre-Approved Expedite Process: Must sign contract amendment, order products on specified list, and payment of additional charge. No need to meet Original Conditions listed above to obtain an expedite at the \$200 per day expedited rate.

Background (see attached documents):

2/20/04 – Covad submitted a Change Request (CR) requesting a process to expedite installations that did not meet Qwest's Original Conditions for expedites (see above).  
([http://www.qwest.com/wholesale/cmp/archive/CR\\_PC021904-1.htm](http://www.qwest.com/wholesale/cmp/archive/CR_PC021904-1.htm))

6/15/04 – Qwest sent PROS.06.15.04.F.01792.ExpeditesV11 for review and comments.  
<http://www.qwest.com/wholesale/cnla/uploads/PROS%2E06%2E15%2E04%2EF%2E01792%2EExpeditesV11%2Edoc>

6/18/04 – To review CLEC comments and Qwest responses to the Qwest proposed changes see  
[http://www.qwest.com/wholesale/downloads/2004/040715/DNLD\\_QwestResponse\\_Exp\\_Escl\\_V11.doc](http://www.qwest.com/wholesale/downloads/2004/040715/DNLD_QwestResponse_Exp_Escl_V11.doc)

6/29/04 – Qwest announcement (attached)

7/31/04 Effective date (see above)

### **3. Expansion of the Original Conditions to Add Additional Conditions**

[See "Expedites & Escalation Overview – V22.0"

([http://www.qwest.com/wholesale/downloads/2005/050506/PCAT\\_Exp\\_Escl\\_V22.doc](http://www.qwest.com/wholesale/downloads/2005/050506/PCAT_Exp_Escl_V22.doc))]

Summary: The status of the Expedites Process requiring approval remained the same. Qwest added three conditions to the list of Original Conditions to expand the occasions upon which Qwest would grant expedites when the conditions were met.

Announcement/Effective Date: May 9, 2005/June 23, 2005

Announcement:

<http://www.qwest.com/wholesale/cnla/uploads/PROS%2E05%2E09%2E05%2EF%2E02892%2EExpedites%5FEscalations%5FV22%2Edoc>

Expedite Charge: No additional charge.

Products: All (including unbundled loops – analog and high capacity). For example, although Covad's CR had been processed and the optional Pre-Approved for pay process was in place at this time, expedites remained available to CLECs that had not signed that

<sup>11</sup> See, e.g., later objection by Integra (#6 below): "When Integra signed the Qwest Expedite Amendment we were not advised that by signing the amendment it would change the current Expedites Requiring Approval process. We signed the amendment believing that this would ADD to our options of having an order completed outside the standard interval."

amendment but met the emergency conditions. For example, Qwest provided an expedite at no additional charge to Eschelon that completed on July 6, 2005 (PON MN510386T1FAC).

Conditions/criteria for obtaining an expedite requiring approval (with three new conditions highlighted as last three bullet points) ("Original Conditions"):

- Fire
- Flood
- Medical emergency
- National emergency
- Conditions where your end-user is completely out of service (primary line)
- Disconnect in error by Qwest
- Requested service necessary for your end-user's grand opening event delayed for facilities or equipment reasons with a future Ready For Service (RFS) date
- Delayed orders with a future RFS date that meet any of the above described conditions
- National Security
- Business Classes of Service unable to dial 911 due to previous order activity
- Business Classes of Service where hunting, call forwarding or voice mail features are not working correctly due to previous order activity where the end-users business is being critically affected

#### **4. Expansion of Optional, Additional Pay-for-Expedites Not Meeting Criteria Process ("Pre-Approved Expedite" Process) to Add Two Products**

[See "Expedites & Escalation Overview – V27.0"

([http://www.qwest.com/wholesale/downloads/2005/050909/PCAT\\_Exp\\_Escl\\_V27.doc](http://www.qwest.com/wholesale/downloads/2005/050909/PCAT_Exp_Escl_V27.doc))]

Summary: Qwest added two products to the recent optional Pre-Approved Expedite Process (where a charge applies and the conditions need not be met) with no mention that any products would later be removed from the original Expedites Requiring Approval Process (no charge when Original Conditions are met). At this time (*i.e.*, after the effective date of the Version 27 notice), the original process was still available (at no additional charge) for all unbundled loops when the Original Conditions were met. It did not matter to what products the Pre-Approved process applied or did not apply for CLECs not opting to use that process, because such CLECs could still use the Expedites Process when they met the emergency conditions. In Version 27, Qwest added the following two products to the Pre-Approved Expedite Process: (1) port in/port within associated with certain products; and (2) 2/4 wire analog unbundled loops. In the list of products to which the Pre-Approved Expedite Process applied, 2/4 wire analog unbundled loops were previously listed as an exception. Qwest added 2/4 wire analog unbundled loops to the list by removing this exception to the list of applicable products. This allowed CLECs desiring such a process to expedite unbundled analog loops when the expedite did not meet the Original Conditions. Eschelon did not desire to use an expedite process, except in the emergency kinds of situations that are identified on the list of Original Conditions. Because expedites for all unbundled loops (including 2/4 wire analog unbundled loops) were still available at no charge under the original process when the Original Conditions were met, Eschelon expressed no objection to adding them to the Pre-Approved Expedite Process for CLECs who desired to use that process for expedites not meeting the Original Conditions. Eschelon did inquire, however, as to the

cost if a CLEC should later desire to use that process. See <http://www.qwest.com/wholesale/downloads/2005/051011/QwestResponsetoDocumentInReview.doc>

Announcement/Effective Dates: October 12, 2005/October 27, 2005

Products/Pre-Approved Expedite Process: Applies to specified products (see Version 11) only, including unbundled loop (*including* 2/4 wire analog loops)

Exclusive process for loops? *No.* The Expedites Requiring Approval are still available for all products for no additional charge, if the Original Conditions are met. For example, Qwest provided an expedite at no additional charge to Eschelon that was granted on Nov. 7, 2005 (PON CO588026T1FAC).

Expedite Charge/ Pre-Approved Expedite Process: \$200 per day expedited (*i.e.*, if the standard interval was 5 days, and the order was for a same day expedite, the additional charge would be \$1,000).

Criteria for obtaining / Pre-Approved Expedite Process: Must sign contract amendment, order products on specified list (which includes all loops), and payment of additional charge. No need to meet Original Conditions listed above to obtain an expedite at that rate.

#### **5. Qwest Attempted to Change the Expedites Process to Exclude CLEC-Caused Disconnects in Error, But Retracted its Proposal After Eschelon Objected.**

[See Initial "Expedites & Escalation Overview – V29.0"

([http://www.qwest.com/wholesale/downloads/2005/051014/PCAT\\_Exp\\_Escal\\_V29.doc](http://www.qwest.com/wholesale/downloads/2005/051014/PCAT_Exp_Escal_V29.doc)); See also Qwest notice retraction PROS.10.18.05.F.03397.Retract\_ExpandEscal\_V29 <http://www.qwest.com/wholesale/cnla/uploads/PROS%2E10%2E18%2E05%2EF%2E03397%2ERetract%5FExpandEscal%5FV29%2Edoc>]

Summary: Qwest issued a Version 29 in which it attempted to modify some of the original emergency conditions. For example, one of the conditions states that expedites will be granted for "Conditions where your end-user is completely out of service (primary line)." In its proposed Version 29, Qwest proposed to add to this condition a limiting qualifier that said: "Does not include disconnects in error" to begin to exclude CLEC-caused disconnects in error from the emergency conditions. Qwest issued its Version 29 as a "Level 1" notice, which is defined in the CMP Document as minor changes that do not affect CLEC's procedures so they can become effective immediately.<sup>12</sup> Eschelon objected to the assignment of a Level 1 designation and objected to Qwest's description of such changes as "simple clarifications that have not been previously documented." In fact, under this process, Qwest grants expedites for conditions when CLEC's end user customer is completely out of service (primary line) due to a CLEC disconnect in error. (See, e.g., CAZ5016941TIH (5/11/04); Z467137RAK (1/10/05.) After all, CLEC is the carrier, just as Qwest is the carrier when

<sup>12</sup> See CMP Document §5.4.2 ("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.").

Qwest disconnects in error. In both cases, the circumstances are different from an error caused by the end user customer. Qwest retracted this notice and did not re-issue it at all (at any Level). Therefore, the Original conditions are still in place and were not modified to exclude CLEC-caused disconnects in error from the emergency conditions.

Announcement/Effective Dates: October 17, 2005/None (Retracted October 18, 2005)

Products: No change (Retracted)

Expedite Charge: No change (Retracted)

Criteria for obtaining: No change (Retracted).

Exclusive process for loops? No change (Retracted)

**6. Two Expedite Processes (Requiring Approval and For Pay) Exist, But Qwest Will No Long Honor the Expedites Process Requiring Approval for Unbundled Loop Products, Even When Conditions Met. For Loops, Expedites Only Available If CLEC Agrees to a Per Day Rate Structure.**

[See "Expedites & Escalation Overview – V30.0"

([http://www.qwest.com/wholesale/downloads/2005/051018/PCAT\\_ExpEscl\\_V30.doc](http://www.qwest.com/wholesale/downloads/2005/051018/PCAT_ExpEscl_V30.doc))]

Summary: Qwest's changes in Version 30 denied the capability to a CLEC with expedite "language in [its] Interconnection Agreement (ICA)" to expedite any product (including all loops) on Qwest's expanded Pre-Approved Expedite product list, even when the Original Conditions are met. Among other changes, Qwest deleted the quoted phrase in the previous sentence regarding the ICAs from the PCAT (*see* below). Through this change in CMP, Qwest imposed a "per day" expedite rate structure upon CLECs requesting an expedite for loops, even though rate issues are outside the scope of the CMP process. Ironically, however, in response to an Eschelon and McLeod escalation to object, Qwest denied the escalation because rate issues are "outside the scope of the CMP process." (*See* #6 below.)<sup>13</sup> As a result of Qwest's January 3, 2006 Version 30 changes (when combined with those in Version 27), for the first time during the term of the Qwest-Eschelon ICA (since April of 2000), Qwest changed the terms on which expedites were available so that Qwest will not provide the capability to expedite orders under the ICA for unbundled loops, even when the ICA contains expedite language and the Original Conditions are met. As the above examples show, Qwest previously not only did so under the ICA but also did so at no additional charge. The ICA has not changed.<sup>14</sup>

<sup>13</sup>[http://www.qwest.com/wholesale/downloads/2005/051104/Qwest Response to Escalation 39 McLeodUSA.doc](http://www.qwest.com/wholesale/downloads/2005/051104/Qwest%20Response%20to%20Escalation%2039%20McLeodUSA.doc)

<sup>14</sup> The ICA provides that its terms cannot be altered without a written amendment of the parties. A party desiring an amendment may request one and, if it is not obtained, seek dispute resolution. Qwest did not do so to obtain an amendment to allow it to refuse to apply the expedites process requiring approval to loops or to impose a new rate structure different from any approved by the Commission. *See* Eschelon-Qwest ICA, Part A, § 17.1: "Except as otherwise provided in this Agreement, no amendment or waiver of any provision of this Agreement, and no consent to any default under this Agreement, shall be effective unless the same is in writing and signed by an officer of the Party against whom such amendment, waiver or consent is claimed. If either Party desires an amendment to this Agreement during the term of this Agreement, it shall provide written notice thereof to the other Party describing the nature of the requested amendment. If the Parties are unable to agree on the terms of the amendment within thirty (30) days after the initial request therefore, the Party requesting the amendment may invoke the dispute resolution process

Following is the Qwest redline showing these changes from the previous version to Version 30 of its PCAT:

Requesting an expedite follows one of two processes, depending on the product being requested ~~and the language in your Interconnection Agreement (ICA).~~ If the request being expedited is for a product ~~on the list of products~~ contained in the "Pre-Approved Expedites" section below (see below), and your ICA has must contain language supporting expedited requests with a "per day" expedite rate, ~~then the requested does not need approval.~~ If the request being expedited is for a product that is not on the defined list, ~~or your ICA does not support a "per day" expedite rate,~~ then the expedited request follows the process defined in the "Expedites Requiring Approval" section below.

In its November 18, 2005 Response, Qwest gave the following reason for its refusal to provide the capability to expedite orders for loops under the Expedites Process: "Qwest does not sell Unbundled Loops to its end user customers." In other words, Qwest is apparently claiming there is no retail analogue for loops. Qwest then concludes in the same Response: "so it is not appropriate to make a comparison to retail in this situation." The Commission, not Qwest, must determine whether the FCC's tests in the NY 271 Order<sup>15</sup> are met for the provision of UNEs on terms that are just, reasonable, and nondiscriminatory -- in "substantially the same time and manner" for an element with a retail analogue and offering a "meaningful opportunity to compete" when no retail analogue. The FCC stated specifically that the latter retail analogue test is no less rigorous than the first. (*Id.* ¶ 55.) When Qwest decided to change course after six years of operating in an agreed upon matter under the ICA, Qwest should have submitted the issue to the Commission to determine application of this test, not implemented its own, unapproved decision. *See* ICA, Part A, § 17.1.

Announcement/Effective Dates: October 19, 2005/January 3, 2006

Products/Pre-Approved Expedite Process: Applies to specified products (see Version 11) only, including unbundled loop (except for 2/4 wire analog loops until the Version 27 change took effect to include them). Despite earlier effective date for Version 27, Qwest did not change the PCAT to reflect Version 27 until after Version 30 was announced. Therefore, the announcement for Version 30 did not reflect the Version 27 change to add the two products.

Expedite Charge/ Pre-Approved Expedite Process: \$200 per day expedited (*i.e.*, if the standard interval was 5 days, and the order was for a same day expedite, the additional charge would be \$1,000).

Criteria for obtaining / Pre-Approved Expedite Process: Must sign contract amendment with "per day" rate structure, order products on specified list, and payment of additional

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under Section 27 of this Part A of this Agreement to determine the terms of any amendment to this Agreement."

<sup>15</sup> Memorandum Opinion and Order, *In the Matter of the Application by Bell Atlantic New York for Authorization Under Section 271 of the Communications Act To Provide In-Region, InterLATA Service in the State of New York*, FCC 99-404, CC Docket No. 99-295, ¶ 44 (rel. December 22, 1999).

charge. No need to meet Original Conditions listed above to obtain an expedite at that rate.

Exclusive process for loops? *Yes, according to Qwest.* Qwest claims the Expedites Requiring Approval are *now no longer available* for all products on the Pre-Approved Expedite list (including all unbundled loops) for no additional charge, even when the Original Conditions are met. The Expedited Requiring Approval process exists as it did before, but Qwest denies the capability to use it for unbundled loops.

## **7. CLEC Objections, Qwest's Denials, and Dispute Resolution**

Although the CMP Document is not part of Eschelon's ICA with Qwest, Eschelon voluntarily followed the CMP objection, escalation, and dispute resolution processes to attempt to resolve this matter. Eschelon also complied with the ICA's dispute resolution provisions before bringing this matter to the Commission.

On October 21, 2005, Eschelon requested a CMP ad hoc call to obtain further information about Qwest's proposed Version 30 changes.

On October 27, 2005, McLeod submitted a written escalation in which McLeod said: "2w/4w analog loops are no longer an exception in the Pre-Approved Expedite process. Thus Qwest will begin charging \$200 per circuit per day expedite fee instead of following the existing process of approving expedites based upon the Expedites Requiring Approval process. . . . McLeodUSA wants 2w/4w loops to remain in the Expedites Requiring Approval process and thus incur no charges for an approved expedite. . . . Makes it almost impossible for McLeodUSA to expedite with such a high charge for just 2w/4w loop service. . . . McLeodUSA wants 2w/4w loops to remain in the Expedites Requiring Approval process and thus incur no charges for an approved expedite."<sup>16</sup> See

[http://www.qwest.com/wholesale/downloads/2005/051028/Escalation\\_39\\_Mcleod\\_PRO\\_S\\_09\\_12\\_05\\_F\\_0342\\_Expedites\\_Escalations\\_V27.doc](http://www.qwest.com/wholesale/downloads/2005/051028/Escalation_39_Mcleod_PRO_S_09_12_05_F_0342_Expedites_Escalations_V27.doc). McLeod and Eschelon escalated these issues after Qwest announced both Versions 27 and 30 so it had now become clear that Qwest was attempting to deny the capability to use the Expedites requiring approval process for unbundled loops, though it was unclear through which Version Qwest had actually done so.<sup>17</sup>

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<sup>16</sup> McLeod cited the Version 27 Qwest notice in its escalation (and not also Version 30). By this time, however, Version 30 had been announced and the substance of McLeod's escalation addressed the problem created by the two versions combined. As indicated below, Qwest recognized in its response regarding Version 30 that CLEC's were commenting to multiple notices together. Also, Qwest later claimed that the issue of Qwest's process change resulting in a change in the rate and application of the rate was outside the scope of CMP. Qwest thus rendered further CMP escalation moot, as it had both provided its binding denial and indicated that it would not discuss the issue again in CMP.

<sup>17</sup> Qwest issues a series of notices in a short amount of time that created confusion. It was so confusing that Qwest, in its Nov. 18, 2005 had to both describe the overlapping changes and include a complicated timeline to show what it said it had done.

Eschelon joined McLeod's escalation. (Qwest did not formally post the participants at that time but has acknowledged in writing that Eschelon joined the escalation and that Qwest sent its escalation response to Eschelon.) (*See* Qwest/Jill Martain 3/28/06 email.)

On November 1, 2005, a CMP ad hoc call was held on which Qwest and CLECs discussed CLEC's questions and concerns about Versions 27 and 20. Eschelon participated in the ad hoc call.

On November 3, 2005, Eschelon objected to Qwest's Version 30 changes. **McLeod, Covad, Integra, and PriorityOne also objected.** CLECs objected, for example, on the grounds that the change resulted in discrimination (between Qwest retail and CLECs & between facility based and non-facility based CLECs)<sup>18</sup> and created unilateral, unapproved rate changes. Qwest issued a written denial.<sup>19</sup> For CLEC objections and Qwest's response, *see*

[http://www.qwest.com/wholesale/downloads/2005/051118/PROS.11.18.05.F.03492.FNL\\_Exp-EscalationsV30Qwest%20Response.doc](http://www.qwest.com/wholesale/downloads/2005/051118/PROS.11.18.05.F.03492.FNL_Exp-EscalationsV30Qwest%20Response.doc)

In Qwest's response sent by email on November 7, 2005 (and dated November 4, 2005), Qwest issued a binding written denial of the McLeod-Eschelon escalation. In Qwest's response, Qwest said: "In response to McLeod's concern around the costs associated with an expedited request; discussion around rates associated with an Interconnection Agreement are outside the scope of the CMP process. Qwest maintains its position that 2w/4w analog loops be included in the pre-approved expedite process to create consistencies across the UBL product line as well as other products that follow the designed services flow." *See*

[http://www.qwest.com/wholesale/downloads/2005/051104/Qwest\\_Response\\_to\\_Escalation\\_39\\_McLeodUSA.doc](http://www.qwest.com/wholesale/downloads/2005/051104/Qwest_Response_to_Escalation_39_McLeodUSA.doc)

On November 18, 2005, Qwest also issued a written denial of the objections of multiple CLECs (including Eschelon) to Version 30. Qwest acknowledged in its response that it had distributed multiple notices on this topic and thus that comments from CLECs dealt with both Versions 27 and 30.<sup>20</sup> By this time CLECs had already received the binding denial to their escalation (*see* previous paragraph). In the previous denial of the McLeod-Eschelon escalation, even though Qwest had added its requirement for a "per day" rate structure through CMP, Qwest said that rate issues were outside the scope of CMP and therefore Qwest would not discuss in CMP. Qwest had already made clear, therefore, that no further CMP escalation was necessary or would be granted by Qwest.

The CMP Document includes escalation and dispute resolution procedures in Sections 14.0 and 15.0. The CMP document states, in Section 15.0, that: "Without the necessity

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<sup>18</sup> The Eschelon-Qwest ICA contains several provisions requiring nondiscrimination. Section 31.1 of Part A, for example, provides that Qwest "shall conduct all activities and interfaces which are provided for under this Agreement with CO-PROVIDER Customers in a carrier-neutral, nondiscriminatory manner."

<sup>19</sup> CMP is not a consensus process, as described above in the Background section.

<sup>20</sup> Documentation is cited above (as CLEC objections and Qwest response are at the same URL). *See* [http://www.qwest.com/wholesale/downloads/2005/051118/PROS.11.18.05.F.03492.FNL\\_Exp-EscalationsV30Qwest%20Response.doc](http://www.qwest.com/wholesale/downloads/2005/051118/PROS.11.18.05.F.03492.FNL_Exp-EscalationsV30Qwest%20Response.doc)

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."<sup>21</sup> There is no time limit on requesting resolution, which may occur "at any time." *See id.* The process provides that "any CLEC" may submit an issue to the Commission for resolution. The CMP dispute resolution process anticipates, therefore, that the dispute will be a dispute between an individual CLEC and Qwest. There is no multiple-CLEC requirement or other CMP-specific type of dispute resolution. Under the CMP dispute resolution process (§15), any individual CLEC may submit an issue to the Commission at any time, as Eschelon has done in this case.

Eschelon did not rush to judgment. Eschelon continued to request expedites, which provided Qwest with an opportunity to comply with the ICA. If Eschelon had complained earlier, it would undoubtedly be facing claims now that it did not give Qwest a fair chance to do so. In addition, Eschelon needed to assess the impact on the business, given the high cost and drain on resources caused by litigating individual issues. The severity of the particular rehabilitation center example in Arizona, involving serious 911 issues, compelled action. In addition, it became clear after a number of requests that this was not a Qwest compliance problem but a Qwest policy. Qwest will impose its position that it can unilaterally breach a six-year mutually agreed upon term under the ICA, and create a required "per day" rate structure, without filing anything with the Commission or gaining its approval.<sup>22</sup> It requires a Commission proceeding, therefore, to resolve the issue.

In addition to objecting to Qwest's changes and joining McLeod's escalation in CMP, Eschelon later escalated with Qwest pursuant to the dispute resolution provisions of the Qwest-Eschelon ICA (Part A, §27.2). On a March 31, 2006 dispute resolution call with Qwest, the CMP issues were discussed and, in Eschelon's April 3, 2006 letter to Qwest relating to dispute resolution in this matter, Eschelon specifically cited both Qwest CMP notices (Versions 27 and 30) as subject to the escalation and dispute resolution. Qwest cannot legitimately claim to be unaware of Eschelon's CMP objection and escalation and their relationship to this dispute when the dispute resolution letter contained the following detailed information in the subject line: "Joint McLeod-Eschelon Escalation #39 Re. PROS.09.12.05.F.03242.Expedites\_Escalations\_V27 - Denied by Qwest 11/4/05; Eschelon 11/3/05 objections to PROS.10.19.05.F.03380.ExpeditesEscalationsV30." Qwest is well aware, therefore, that Eschelon has objected to Qwest's change in CMP, escalated the matter in CMP, and pursued both CMP and ICA escalation and dispute resolution to resolve this dispute.

<sup>21</sup>[http://www.qwest.com/wholesale/downloads/2006/060130/QwestWholesaleChangeManagementDocument\\_01\\_30\\_06\\_1.doc](http://www.qwest.com/wholesale/downloads/2006/060130/QwestWholesaleChangeManagementDocument_01_30_06_1.doc)

<sup>22</sup> This is not the first time Qwest has done so. Its actions here, for example, are similar to those rejected by this Commission in the Qwest 271 proceeding. Qwest is on notice through these documents and that proceeding that it should not have implemented such a change without first seeking Commission approval. *See, In re. US West Communication, Inc.'s, Compliance with Section 271 of the Telecommunications Act of 1996*, ACC Docket No. T-00000A-97-0238, Decision No. 66242, ¶109 (Sept. 16, 2003).

Section 27.2 of Part A of the ICA provides that, to the extent that Qwest and Eschelon “are unable to agree on certain issues during the term of this Agreement, the Parties may identify such issues for arbitration before the Commission.”

Pursuant to the dispute resolution provisions of both the ICA and the CMP document, the next step was to bring the issue to the state commission for resolution, as Eschelon has done in this case.

**ATTACHMENT A-1**

**1. Expedites Process – Later Called “Expedites Requiring Approval” Process**

Arizona Corporation Commission  
Docket No. T-0105B-06-0257  
Docket No. T-03406A-06-0257  
Eschelon Telecom of Arizona, Inc.  
Direct Testimony of Bonnie J. Johnson  
Exhibit BJJ - A-1  
July 13, 2006

## Expedites & Escalations Overview – V8.0

*History Log* (Link blue text to: Replace Existing Download With Attached History Log)

### Introduction

Qwest quickly responds to your escalation or expedite requests offering you clear and complete explanations so you can satisfactorily respond to your end-users.

- Expedites are requests for an improved standard interval, Individual Case Basis (ICB) or committed to ICB (Ready for Service (RFS) + Interval) date.
- Escalations can be initiated for any issue, at anytime, and at any escalation point. Escalations can also be for requests for status or intervention around a missed date.

The following summarizes the processes used within Qwest for all Wholesale Products and Services to handle expedite and escalation requests.

### Expedites

All expedite requests require approval to ensure resource availability. Expedite requests are for situations where the requested due date is shorter than the interval defined in our **Service Interval Guide (SIG)** (Link blue text to: <http://www.qwest.com/wholesale/guides/sig/index.html>) or your Interconnection Agreement (ICA). Expedite requests are granted for the following conditions if Qwest determines that it has the resource availability on the requested date:

- Fire
- Flood
- Medical emergency
- National emergency
- Conditions where your end-user is completely out of service (primary line)
- Disconnect in error by Qwest
- Requested service necessary for your end-user's grand opening event delayed for facilities or equipment reasons with a future RFS date
- Delayed orders with a future RFS date that meet any of the above described conditions

An expedited request can be made either prior to, or after, submitting your service request.

To request an expedite on a Local Service Request (LSR) you can either:

- Submit the request with your expedited due date and populate the EXP field. Also include in REMARKS the reason for the expedited request and then call the Qwest Call Center.
- Submit the request with a due date interval from our SIG (Link italicized text to: <http://www.qwest.com/wholesale/guides/sig/index.html>) or your ICA and then call the Qwest Call Center.

In both scenarios, a call to the Qwest Call Center is required on 1-888-796-9087 to process the expedited request.

To request an expedite on service requests issued via an Access Service Request (ASR), you may use either of the options described above for LSRs to submit the ASR. You should then contact one of the following two centers depending on which center processes your service requests:

- Des Moines, IA on 1-877-340-9627
- Salt Lake City, UT on 1-800-333-5498

For Des Moines and Salt Lake City, when calling one of the above numbers, ask for a representative that handles expedited requests.

You may be asked to provide verification of the expedited reason, such as in medical emergencies or grand opening events. The type of verification required will depend on the specific circumstances of the expedite and will be determined on an Individual Case Basis (ICB).

Once your expedite request is received, your Wholesale representative will review the request based on the previous list of available expedite scenarios to determine if the request is eligible for an expedite. If approved, the next step is to contact our Network organization to determine resource availability.

Depending on the type of service on the account, the following action is taken once the request is determined to be eligible for an expedited due date:

#### **Non-Designed/No Dispatch Required**

For requests that do not require a dispatch, the order is issued with the expedited due date.

#### **Non-Designed/Dispatch Required**

For requests that require a dispatch, the Network organization is contacted to determine Technician availability. If appointments are available on the requested due date, your expedite is granted. If no appointments are available, then Qwest will offer an alternative date, if one is available, prior to the requested due date. You can expect to receive a response to your expedited request usually within four business hours.

#### **Designed Services**

For Designed Services, the Network organization is contacted to determine resource availability for the Central Office and Outside Technicians as well as for the Testers that work with you to accept the service. You can expect to receive a response usually within four business hours.

#### **Approved Expedited Requests**

On LSRs, if the expedited request is approved, Qwest will return a Firm Order Confirmation (FOC) with the expedited due date. If the expedited or agreed to due date is different from what was originally submitted on the LSR, Qwest will indicate via the appropriate PIA value on the Local Request FOC form that the due date has been changed from the original request.

For ASRs, if the expedited request is approved, Qwest will return a FOC with the expedited due date.

#### **Denied Expedited Requests**

If denied, then we will provide you reasons that the request was denied or we will offer an alternative date that we could install the service. If the request is denied, and you still want to continue to have Qwest provision the service request, Qwest will return a FOC with the standard interval or the original due date provided on the FOC if it was longer than the standard interval.

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#### **Escalations**

Escalations are a request for status or intervention around a missed critical date such as:

- Plant Test Date (PTD)
- Due Date (DD)
- Ready For Service (RFS)

Qwest's Service Centers pro-actively escalate any critical dates in jeopardy and will notify you. If, however, you find it necessary to initiate an escalation, call the assigned Qwest Wholesale Center Representative at one of the numbers listed in the Expedites section for assistance. Regardless of how initiated, by you or internally, Qwest escalation roles and responsibilities can be summarized as:

- **Qwest Wholesale Center Representatives**  
Local Service Request (LSR) or Access Service Request (ASR) escalations related to Rejects/Delayed orders, critical dates and Firm Order Confirmations (FOC).
- **Qwest Service Manager**  
Involved only after normal processes fail to resolve the escalation to your satisfaction. Evaluates the situation based on commitments managing associated resolution activities.
- **Qwest Senior Service Manager/Director**  
Involved only when the Service Manager's efforts are unsuccessful. Provides direction to those working the issue, partnering with Center Coaches and Team leaders.
- **Qwest Senior Service Director/Vice President**  
Contacted for direction and/or assistance for those working the escalation, providing timely status updates back to the prior level and you directly.

#### **Escalations – Maintenance and Repair**

At your discretion, you may initiate an escalation of your trouble report through our electronic interface Customer Electronic Maintenance and Repair (CEMR) or by calling either the Account Maintenance Support Center (AMSC) for Unbundled Network Elements (UNEs) and Complex services or the Repair Call Handling Center (RCHC) for Plain Old Telephone Service (POTS) and Non-Complex services. Refer to our Maintenance and Repair Overview (Link blue text to: <http://www.qwest.com/wholesale/clecs/maintenance.html>) for additional information. You will be referred to Held, Escalated & Expedited Tool (HEET) (Link blue text to: <http://www.qwest.com/wholesale/systems/heet.html>) for ongoing status if your service was requested on an ASR.

#### **Escalations – Technical Escalation Process**

Additional information about the Technical Escalation Process can be obtained from Qwest's Operations Support Systems General Information. (Link blue text to: <http://www.qwest.com/wholesale/systems/generalinfo.html>)

Note: Occasionally, your end-user may find their way to the Qwest Wholesale Center or Qwest Service Manager and our Wholesale Center Representatives will explain that you are our customer and direct them to you for assistance.

Should you have questions, or need additional information related to the expedite or escalation processes defined above, contact your Qwest Service Manager (Link blue text to: <http://www.qwest.com/wholesale/clecs/accountmanagers.html>) for assistance.

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## **Training**

### **Qwest 101 "Doing Business With Qwest"**

This introductory instructor-led training course is designed to teach the CLEC and Reseller how to do business with Qwest. It will provide a general overview of products and services, Qwest billing and support systems, processes for submitting service requests, reports, and web resource access information. Click here (Link blue text to: [http://www.qwest.com/wholesale/training/ilt\\_desc\\_qwest\\_101.html](http://www.qwest.com/wholesale/training/ilt_desc_qwest_101.html)) for course detail and registration information.

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## Contacts

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

### Expedites and Escalations

- Local Service Requests (LSRs)

Wholesale Center			
Tier	Responsibility	Activity	Contacts
Tier 0	Interconnect Service Center (ISC)	First point of contact for CLECs Ticket opened	888-796-9087
Tier 1	Customer Service Inquiry and Education Center (CSIE)	Respond to issues not resolved at Tier 0	888-796-9087
Tier 2	Subject Matter Expert (SME), Team Leaders, Team Coaches	Respond to issues not resolved at Tier 1	Denver: 800-419-8809 Denver After Hours Duty Pager: 800-423-3641 Minneapolis: 800-366-9974 Minneapolis After Hours Duty Pager: 612-622-3624
Tier 3	Appropriate Qwest Service Manager	Respond to issues not resolved at Tier 2	Service Manager (Link blue text to: <a href="http://www.qwest.com/wholesale/clecs/accountmanagers.html">http://www.qwest.com/wholesale/clecs/accountmanagers.html</a> )

- Access Service Requests (ASRs) Note: Your Qwest Service Manager (Link blue text to:  
<http://www.qwest.com/wholesale/clecs/accountmanagers.html>) will advise you which center to contact.

Center	Products & Services	Contacts	Fax
Des Moines	LIS, Feature Group, Private Line, Analog/Digital, HiCap Services (e.g., DS1, DS3, Sonet, SS7, SHARP, SHNS), Frame Relay	877-340-9627	515-286-6160
Salt Lake City	LIS, Feature Group, Private Line, Analog/Digital, HiCap Services (e.g., DS1, DS3, Sonet, SS7, SHARP, SHNS)	800-333-5498	801-239-4070

- Non ASR/LSRs

Center	Products & Services	Contacts	Fax
Salt Lake City	All	800-879-4072	801-239-5070

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## Frequently Asked Questions

This section is currently being compiled based on your feedback.

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**Last Update:** May 25, 2004

META Tags: Expedites; Escalations



Arizona Corporation Commission  
 Docket No. T-0105B-06-0257  
 Docket No. T-03406A-06-0257  
 Eschelon Telecom of Arizona, Inc.  
 Direct Testimony of Bonnie J. Johnson  
 Exhibit BJJ - A-1  
 July 13, 2006

**Announcement Date:** September 20, 2001  
**Effective Date:** Immediately

**Document Number:** PROD.09.20.01.F.00087.F.BFR SR. POA LOA. Expedites  
**Notification Category:** Product Notification  
**Target Audience:** CLECs

**Subject:** Updates to Product Catalog for Bona Fide Request and Special Request, Expedites and Escalations, Proof of Agency and Letter of Agency

TO:

Beginning September 22, 2001, Qwest will issue updates to its Wholesale Product Catalog on methods and procedures for Bona Fide Request (BFR) and Special Request (SR) Processes, Expedites and Escalations, and Proof of Agency (POA) and Letter of Authority (LOA.)

Qwest has enhanced sections of its Business Procedures site to provide a more efficient means for CLECs to obtain procedural information. You will find a summary of these updates on the attached Web Change Notification Forms. You will also find these procedural updates within the Qwest Wholesale Web Site at these locations:

- BFR SR <http://www.qwest.com/wholesale/preorder/bfrsrprocess.html>
- Expedites & Escalations <http://www.qwest.com/wholesale/clecs/exesclover.html>.
- POA/LOA <http://www.qwest.com/wholesale/preorder/index.html>

Some modifications were made based on changes to the Statement of Generally Accepted Terms and Conditions (SGAT). You will find the SGAT documents at: <http://www.qwest.com/about/policy/sgats/>.

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: While these updates reflect current practice, it is important to note that there are additional changes that will be forthcoming as a result of ongoing regulatory activities e.g., collaborative workshops and state commission orders. As these changes are defined and implementation dates are determined, notice of additional updates will be provided accordingly.

The Qwest Wholesale Web Site provides a comprehensive listing of updated information to Qwest on behalf of Arizona Public Service including service interruptions in order to assist with Qwest's operations and provide information on the status of service interruptions and progress. Qwest's Wholesale Web Site provides a comprehensive listing of updated information to Qwest on behalf of Arizona Public Service including service interruptions in order to assist with Qwest's operations and provide information on the status of service interruptions and progress.



**WEB CHANGE NOTIFICATION FORM:**

**Attention:** Changes have been made to the Qwest Wholesale Markets Web Page URL  
<http://www.qwest.com/wholesale/>

**Product(s) Affected:** Bona Fide Request (BFR) and Special Request (SR) Processes

**Effective Date:** September 21, 2001

The new Bona Fide Request (BFR) and Special Request (SR) Processes Product Catalog will be posted to the Wholesale Markets Web page at the following URL:  
<http://www.qwest.com/wholesale/preorder/bfrsrprocess.html>.

If you do not see the following updates, hit the reload button on your Netscape Navigator, or refresh under view within Internet Explorer.

All updates are consistent with the information available in the Statement of Generally Available Terms (SGAT) URL <http://www.qwest.com/about/policy/sgats/>

Section	Sub Section	UPDATE / ACTIVITY
All Sections		<ul style="list-style-type: none"> <li>The PCAT has been updated to reflect enhanced description and process information.</li> </ul>
Product Description		<ul style="list-style-type: none"> <li>The Bona Fide Request (BFR) and Special Request (SR) Processes PCAT has been updated to clarify information about the process.</li> </ul>
Terms and Conditions		<ul style="list-style-type: none"> <li>Provides information on when the BFR and SR processes should be used.</li> </ul>
Pricing	Rates	<ul style="list-style-type: none"> <li>Hyperlinks to the SGAT established.</li> </ul>
Features/ Benefits		<ul style="list-style-type: none"> <li>Explains the benefit derived from process use.</li> </ul>
Implementation	Pre-Ordering	<ul style="list-style-type: none"> <li>Identifies the requirements associated with the BFR process, hyperlink established to the BFR Application form.</li> <li>Identifies the requirements associated with the SR process, hyperlink established to the SR Application form.</li> </ul>
Implementation	Ordering	<ul style="list-style-type: none"> <li>The ordering process is explained.</li> </ul>
Implementation	Provisioning	<ul style="list-style-type: none"> <li>Processing intervals are addressed in the SGAT, hyperlinks to the SGAT established.</li> </ul>
Billing		<ul style="list-style-type: none"> <li>Identified the Billing system used and hyperlinks to the Billing and Receivable Tracking (BART) web page.</li> </ul>
Training		<ul style="list-style-type: none"> <li>Applicable training courses available to the CLEC.</li> </ul>
Contacts		<ul style="list-style-type: none"> <li>Hyperlink established to the CLEC and Reseller Center Contacts web page.</li> </ul>

**WEB CHANGE NOTIFICATION FORM:**

**Attention:** Changes have been made to the Qwest's Wholesale Markets Web Page  
**URL** <http://www.qwest.com/wholesale/>

**Product(s) Affected:** All Wholesale Products and Services

**Effective Date:** September 21, 2001

The new Expedite and Escalation Overview will be posted to the Wholesale Markets Web page at the following URL: <http://www.qwest.com/wholesale/clecs/exesclover.html>.

If you do not see the following updates, hit the reload button on your Netscape Navigator, or refresh under view within Internet Explorer.

All updates are consistent with the information available in the Statement of Generally Available Terms (SGAT) URL <http://www.qwest.com/about/policy/sqats/>

Section	Sub Section	UPDATE / ACTIVITY
Product Description	Introduction	Improve communications with Wholesale customers doing business with Qwest providing them an overview of how to interface with Qwest for Expedites and Escalations.
Introduction	Expedites	Defines an expedite as a request for an improved standard interval, Individual Case Basis (ICB) or committed to ICB (Ready for Service (RFS) + Interval) date, outlines Qwest's expedite process explaining that internal approval is required, to ensure resource availability, the valid expedite reasons and who to contact if an expedite situation occurs.
Introduction	Escalations	Defines an escalation is a request for status or intervention around a missed critical date. Explains Qwest pro-actively escalates critical dates in jeopardy and who to contact for an escalation, if our Wholesale customers find it necessary to initiate an escalation. Summarizes Qwest's escalation flow, from Service Delivery Coordinator to Senior Director/Vice President level, to resolve an escalation.
Escalations	Escalations - Maintenance and Repair	Links Wholesale customers to Maintenance and Repair web page providing an overview of Qwest's Maintenance and Repair process flow.
Contacts		Identifies contact phone numbers for LSR and ASR expedites and escalations as well as Maintenance and Repair.

**WEB CHANGE NOTIFICATION FORM:**

**Attention:** Changes have been made to the Qwest's Wholesale Markets Web Page  
URL <http://www.qwest.com/wholesale/>

**Product(s) Affected:** All Wholesale Products and Services

**Effective Date:** September 21, 2001

The new Proof of Authorization / Letter of Agency Overview will be posted to the Wholesale Markets Web page at the following URL <http://www.qwest.com/wholesale/preorder/index.html>

If you do not see the following updates, hit the reload button on your Netscape Navigator, or refresh under view within Internet Explorer.

All updates are consistent with the information available in the Statement of Generally Available Terms (SGAT) URL <http://www.qwest.com/about/policy/sgats/>

Section	Sub Section	UPDATE / ACTIVITY
Product Description		Enhance description of Proof of Authorization (POA) / Letter of Agency (LOA) combining requirements and impact to improve communication with Wholesale customers doing business with Qwest.
Product Description		Defines methods for obtaining a Letter of Agency, also called a Letter of Authorization (LOA) and contents required within the LOA document.
Product Description		Provides examples of an end-user and a CLEC to CLEC LOA.
Product Description		Outlines POA requirements and impact should a conflict exist between end-user's designation and CLEC/Reseller's written evidence. Qwest honors end-user's designated, changing them back to previous provider and, if applicable, charging the CLEC/Reseller a Customer Transfer Charge slamming fee.
Product Description		Explains Qwest follows these same POA/LOA requirements with the same impacts.

# Due Dates - POTS/Non-Design - All States Bus Res

- Document Facts
- Description
- Application Date/Time (APP Date/Time)
  - Saturday APP Date/Time (Consumer Only)
  - Extended Hours (Consumer Only)
  - System Input
- Appointment Codes
  - Customer credits
  - Exceptions
  - System Input
- Due Dates
  - Standard Due Date Matrix
  - Expedites for Non-Dispatchable Service Orders
    - Expedite Reason Codes
    - Non-Valid Expedites
    - Expedite Process for Small Business and Consumer Markets
    - Expedite Process for Large Business and Global Accounts (Non-Design-Only)
  - Expedites for Dispatchable Service Orders
  - One and Two Day Due Date Availability
    - Order Specifics
    - Systems
  - Product Specific Due Dates
  - Due Date Calendar Job Aid
    - Monday - Friday Charts - All market Units
    - Holidays
    - Saturday Due Dates through Appointment Scheduler
    - Sunday Due Dates
    - Orders Originated on Saturday (Consumer Only)
    - Extended Hours (Consumer Only)
    - Embargo (Frozen DD)
      - Service Order Exceptions
      - Consulting Plus
      - SONAR Input
  - Appointment Time - 'Access'
  - Commitment/Completion Time (On Hold)
    - Systems
  - Negotiation for D & F Orders
  - Facility Check Shows Held Order
  - System Failure
    - FACS, SOPs (SOLAR, SOPAD, RSOLAR), CRIS MI (Eastern), CARS, BOSS (Central), Appointment Scheduler (AS)
    - BOSS (Eastern)
    - PREMIS
    - SONAR and Consulting Plus
- Subsequent Due Dates

- Example for SD in RSOLAR
- Example for SD in SOLAR
- Example for SD in SOPAD
- Subsequent Due Dates and the SDDI
- Missed Appointment (MA) Codes - 'Not Met Codes'
  - Critical Facts
  - Exceptions
  - Subscriber/Special Reasons
    - Loop Provisioning Center (LP C)
  - Company Reasons
- Pending Order Changes/Cancellations
  - Change/Cancel Issuance Matrix
  - RMK Entry
- Promise of Service
  - Criteria
  - S/SC Responsibility

## Description

This method provides information on:

- Application Date/Time
- Appointment Codes
- Commitment/Completion Time
- Due Dates
- Expedites
- Missed Appointment Codes
- Promise of Service
- Subsequent Due Dates

Refer to each individual topic for the current description.

## Application Date/Time (APP Date/Time)

The Application (APP) Date is the date and time the Market Unit (MU) negotiated the service order with the customer. The APP Date entry is located in the Fielded ID section of the service order and the format varies between regions:

- Western: MM-DD-YYYY TTP (06-14-2002 04P)
- Eastern: MM-DD-YY TTA (06-14-02 10A)
- Central: MM-DD TTP (06-14 04P) or MM-DD TP (06-14 4P)

An APP Date is a required order entry.



## Saturday APP Date/Time (Consumer Only)

When an order is taken on a Saturday, the APP date and time on the service order will reflect the Saturday information. The standard due date interval (SDDI) on the order however will be incremented by one day. Example: Saturday and Sunday are not counted. Monday would be day zero (if it's not a Holiday). Tuesday would be day one, etc. See Orders Originated on Saturday (Consumer Only) for additional information.

## Extended Hours (Consumer Only)

When an order is taken on or after 7pm Mountain Standard Time (6pm PST and 8pm CST), the APP date and time on the service order will reflect the extended hours information. The SDDI on the order however will be incremented by one business day. See Extended Hours (Consumer Only) for additional information.

## Appointment Codes

Appointment Codes are one-digit entries required on all N, T and C service orders in all three regions and on D orders in Western region. Appointment Codes are used to identify a customer requested or a company offered due date. The two most commonly used Appointment Codes are X and W. Under very rare occasions would an Y or Z Appointment Code be used. The Appointment Code is located in the Fielded ID section of the service order. See complete Appointment Code definitions below:

APPOINTMENT CODES	
CODE	DESCRIPTION
X	<b>Customer Requested Due Date</b> - the customer asks for a specific date and the company agrees to install service on that date. Types of 'X' orders include: - Temporary transfer of calls - Suspend/restore service - customer requested a later due date than the standard due date interval
W	<b>Company Offered Due Date</b> - the DD the customer requests is not available; a company offered date is negotiated. Types of 'W' orders include: - Completed Work Orders (CWD) - Non-appointment completions - Restore service from non-payment - customer requested an earlier due date than the standard due date interval
Y	<b>Company initiated change</b> , e.g., number change due to Central Office conversion
Z	<b>Official company service</b> for Qwest

x	
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The Appointment Code can be changed on the service order if the orientation of the due date changes. Example:

The customer originally wanted a sooner due date than what the company had available (the Appointment Code would be a W). The customer calls back in and wants to move the due date out by two weeks. The Appointment Code needs to be changed to an X.

Arizona Corporation Commission  
 Docket No. T-0105B-06-0257  
 Docket No. T-03406A-06-0257  
 Eschelon Telecom of Arizona, Inc.  
 Direct Testimony of Bonnie J. Johnson  
 Exhibit BJJ - A-1  
 July 13, 2006

## Customer credits

It is important to always apply the appropriate Appointment Code to a service order. The Appointment Codes of either 'X or W' indicate the interval between the application date and the due date. (See, Application Date/Time (APP Date/Time ) for additional information). Placing an X in the Fielded ID section of the service order is the only means Qwest has of determining when the customer accepts Qwest's standard due date interval (SDDI) or requests a due date that is later than the SDDI. Conversely, the W has importance because it designates a negotiated due date when the customer's desired due date is not available.

Regulations in nearly all the states require that Qwest complete an order in a given time frame (usually 2 to 5 days) or by the customer's requested date, if later. Failure to complete the order within the state-specific interval for 'W' due dates initiates an automatic credit to the customer's bill. An incorrect appointment code may cause a payment to be made when one is not required or worse, a credit is not granted when it should have been. Credits are also given to customers when we completely miss the due date for either the 'X or W' appointment codes. See Missed Appointment (MA) Codes - 'Not Met Codes' for additional information.

Accurate appointment codes provide Qwest with the ability to provide the customer the service they want while still meeting our regulatory requirements and minimizing the expenses to the Company.

## Exceptions

DO NOT enter an Appointment Code on:

- F or R Orders
- D orders in Central and Eastern Regions
- Designed Services
- P Orders (Prewire)
- DB5 and ZZ0 Class of Service orders (establish, change or disconnect)

## Due Dates

Due Dates (DD) are required on every service order. The DD defines the day the service order will be worked and is located in the Fielded ID section of the service order.

## Standard Due Date Matrix

The following job aid is to assist in assigning the correct standard due date interval (SDDI) to the service order. If there are specific product/service due date questions, please refer to the product/service method for the answer. This job aid is for general use only.

BUSINESS AND RESIDENCE STANDARD DUE DATE JOB AID			
ORDER SERVICE TYPE	AND	NOTE	DUE DATE INTERVAL
Flow Through (N, T)	Facility Check indicates "AVAILABLE" and DISPATCH "NO"	CPE may require specific DD interval	3 Business Days* -Exception: MN is 2 business days unless select AIN products

			are being added, then it's 3 business days.
Working Left-In (N,T)	Facility Check shows working detail & TN	Pending Out	Co-ordinate with Pending Out DD - Minimum 3 Business Days -Exception: MN is 2 business days unless select AIN products are being added, then it's 3 business days.
		Working	3 Business Days* -Exception: MN is 2 business days unless select AIN products are being added then it's 3 business days.
Work Order (N,T,C with inward line activity)	Facility Check indicates "AVAILABLE DISP. REQ" and/or DISPATCH "YES"		Next Available Due Date as indicated by Appointment Scheduler*
	Facility Check indicates "HELD ORDER"		Next Available Due Date as indicated by Appointment Scheduler*
Work Order (C Orders)	Select, non-dispatchable, flow through features. See One or Two Day Due Date Availability for additional information.	No Saturday, Sunday or Holidays.	1 or 2 Business Days
Work Order (C Orders)	Features or TN change without inward line activity	For some CO features or Regrades, does not include CustomNet, Caller ID (when ordering the adjunct unit), etc. NOTE: TFC-send mini form "INTERCEP"	3 Business Days -Exception: MN is 2 business days unless select AIN products are being added, then it's 3 business days.
Disconnect (D,F,C) See note in interval column		No Saturdays, Sundays or Holidays	Sub requested Due Date on C orders if the order is taken before 3pm and before 12pm on D and F orders. If not, due date the order for the next business day and EBD.

			<b>Note: If a C order is issued to remove features or an additional line, it is allowed on the Customer requested due date only if it is JUST removals, if there are any I action codes on the order then it does not qualify for the Customer Requested Due Date. Use EBD when appropriate.</b>
Record Order (R)	Examples: Calling Card Only, Adding a Calling Plan, or Billed Number Screening Only	Any service being added with a Record order must follow the guidelines outlined in the method of that service.	Standard due date interval (Use EBD where appropriate)
	Company	Avoid heavy load periods (i.e. 1st and last of each month)	2 Bus Days or more
Non-Work Order (N,T,C,D) CWD (Completed Work Order) Or WC (Work Complete Order)	"For Record Work Only" i.e., Supercedure/ Chg of Resp, Consolidate/ Deconsolidate, Exception - Toll Only	This type of order does not add or remove services to a customers account. Exception - Toll Only orders will still be a 2 day due date in all 14 states	3 Business Days. Use EBD where appropriate for proper billing -Exception MN is 2 Business days unless select AIN products are being added then it's 3 business days. Exception - Toll only orders are 2 business days all states
Suspend/Restore 'C' Orders	For customers with service placed on 'vacation'	This process maintains the customer's account and bill statement. This is not a standard disconnect or new connect.	"Next Business Day" -**This is an exception to Standard 3 business day interval guidelines**
	Treatment - Denial & Restoral for Non-payment issues		See the Treatment and Collection methods in InfoBuddy for each Market Units specific due date guidelines.

\*The customer should be asked what due date they want. If it is on or after Qwest's standard due date interval (SDDI) give them their request. If it is not, negotiate a due date using the SDDI.

Also, Qwest must use FACILITY CHECK on every inward line order and then due date the service order appropriately.

**REMINDER:** If deregulated work is requested or required, in addition to the original order, you can issue a subsequent order using APPOINTMENT SCHEDULER for the due date. This applies to all flow through work orders (on main line).

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When adding additional Products/Services to a pending service order make sure you check the due date requirements for that product/service before you add the item to the order. Some product/services require a minimum due date of three business days (i.e. voice messaging, some AIN features, etc). Because of this requirement, a subsequent C order may have to be issued.

## Expedites for Non-Dispatchable Service Orders

### Expedite Reason Codes

An expedite is a customer's request for an earlier due date other than the standard day due date interval on non-dispatchable orders. (For dispatchable orders, follow the Override process found in the method). Qwest **does not** grant expedites unless the request falls under the following circumstances:

- Disconnect in Error (DIE)

There are two types of DIE: 1) Qwest generated and 2) customer generated. An expedite will **only** be granted if the DIE is Qwest generated. See Disconnects in Error (DIE) for additional DIE information. *Waive ALL charges.*

Expedite code: DIE

- Medical Emergency

In order for the customer to obtain a medical emergency expedite they must have the supporting documentation. The documentation has to be on legal letterhead and signed by a practicing physician. The documentation has to be faxed or mailed to the Sales Consultant for verification prior to the release of the order. The documentation should be filed according to the local office procedure. *Do not waive charges.*

Expedite code: MED

- Company Error resulting in incomplete customer service (use good judgment when discussing an expedite)  
An example of this would be the service order is typed incorrectly, adding an unwanted service while leaving off the requested service. An expedite can be done if it is determined that the error was caused by Qwest. *Waive charges only if appropriate.*

Expedite code: QWE

- Fire

Customer has to provide the necessary insurance documentation to obtain an expedite. The documentation has to be faxed or mailed to the Sales Consultant for verification prior to the release of the order. The documentation should be filed according to the local office procedure. *Waive charges only if appropriate.*

Expedite code: FFD

- Flood

Customer has to provide the necessary insurance documentation to obtain an expedite. The documentation has to be faxed or mailed to the Sales Consultant for verification prior to the release of the order. The documentation should be filed according to the local office procedure. *Waive charges only if appropriate.*

Expedite code: FFD

- National Emergency. Examples would include Earthquake, Tornado, and Hurricane. *Waive charges only if appropriate.*

Expedite code: FFD

Arizona Corporation Commission  
 Docket No. T-0105B-06-0257  
 Docket No. T-03406A-06-0257  
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 Direct Testimony of Bonnie J. Johnson  
 Exhibit BJJ - A-1  
 July 13, 2006

### Non-Valid Expedites

- Disconnect (D) Orders
- From (F) Orders
- Record (R) Orders
- Working Left Ins (WLI) that have not gone '00-00' due date
- House Arrest/Home Confinement
- Appointment Scheduler (AS)/Tech Visits (must follow the Override process)
- Change (C) Orders with Out (O) action only
- C Orders with C/T action removing or downgrading service only

### Expedite Process for Small Business and Consumer Markets

Step:	Action:
1.	Determine reason for expedite
2.	If the reason is valid obtain all required documentation from customer.
3.	Establish order (Small Business)
	SONAR: <ul style="list-style-type: none"> <li>• Enter the expedited DD in the Desired Due Date field on the SDD01 screen. Make sure the completion time shows 5pm.</li> <li>• Enter the confirmation code* in the CONF# field on the SDD01 screen.</li> <li>• (Remember to add a clear and detailed RMK entry on why the order is being expedited along with the 'approving' coach's name, TN and Center)</li> <li>• Proceed with order</li> </ul>
OR	
3	Establish order (Consumer Markets)
4.	If the request is on existing service, enter detailed BOSS/CARS notes

on why the order was expedited; include the approving coach's name, TN and Center.

\* The confirmation code consists of the expedite code, e.g. DIE, FFD, etc. and the approving coaches initials: AAB. Example: DIEAAB. The confirmation code would appear in the Extended ID section of the service order like this: EXOR DIEAAB

For additional information on the EXOR FID, see Exclude Service Order (EXOR) Tracking - All States Bus Res .

x|

An 'approving coach' can be any authorized manager from any Qwest channel, i.e. Sales, Care, LRAC, RCMAC, etc.

x|

The due date rules are serious, important obligations of Qwest. Employees adding false or inaccurate information as a reason for expediting the due dates may be falsifying company records and could be subject to disciplinary action, up to and including dismissal.

\*\*The initials MUST be the coaches initials and not their BOSS/CARS ID. There are edits in place to prevent initials with numbers.

### Expedite Process for Large Business and Global Accounts (Non-Design-Only)

Step	Action
1.	Determine reason for expedite
2.	Obtain all required documentation from customer
3.	Obtain expedite approval from coach.
4.	
5.	Issue order (see applicable system method for specific step/action process)
6.	Enter complete BOSS/CARS note to include reason for expediting and the name and TN of approving coach.

\* The confirmation code consists of the expedite code, e.g. DIE, FFD, etc. and the approving coaches initials: AAB. Example: DIEAAB. The confirmation code would appear in the Extended ID section of the service order like this: EXOR DIEAAB

For additional information on the EXOR FID, see Exclude Service Order (EXOR) Tracking - All States Bus Res

x|

The due date rules are serious, important obligations of Qwest. Employees adding false or inaccurate information as a reason for expediting the due dates may be falsifying company records and could be

**subject to disciplinary action, up to and including dismissal.**

## Expedites for Dispatchable Service Orders

To obtain an expedite on a dispatchable service order, refer to the Override process in method.

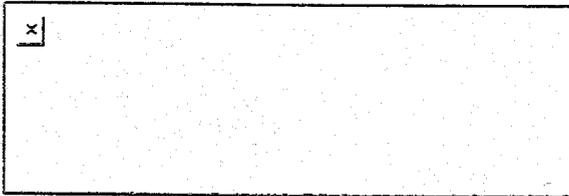
## One and Two Day Due Date Availability

Qwest offers one and two day due dates on select, non-dispatchable flow through features. Features not on the following lists most follow their standard due date interval.

Click [here](#) to view the One-Day Due Date select feature list. Check [here](#) to view the Two-Day Due Date select feature list.

### Order Specifics

- Change 'C' orders only
- One day due dates will be the next business day unless the order is taken on or after 6pm (PST), 7pm (MST) or 8pm (CST). If the service order is taken on or after 7pm (MST), an extra day must be added to the due date interval. Also, service orders should never be due dated on a Saturday, Sunday or Holiday.
  - Example: Order is taken Tuesday evening at 7:05pm. The due date will be Thursday (if Thursday is not a holiday)
  - Example: An order is taken on Friday, the due date will be Monday (if Monday is not a holiday).
  - Example: An order is taken on Saturday, the order will be due Tuesday (if Tuesday is not a holiday)
- Two day due dates will be the day after tomorrow unless the order is taken on or after 6pm (PST), 7pm (MST) or 8pm (CST). If the service order is taken on or after 7pm (MST), an extra day must be added to the due date interval. Also, service orders should never be due dated on a Saturday, Sunday or Holiday.
  - Example: An order is taken on Saturday, the order will be due on Wednesday (if Wednesday is not a holiday)
- If a non-select feature is to be added to the order with a select, flow through feature, the service order must



carry the non-select feature due date.

**When figuring a due date, remember the day the service order is placed is day zero except for Saturday. Saturday is day zero, zero.**

- I, O, C and T are the only action codes that can be used on these select, non-dispatchable flow through features. Non-select features can be removed 'O' from the C order but they can not be added (I or T).
- The following Classes of Service (COS) are the only COS that the one/two day due date can be applied to when adding a select, non-dispatchable flow through feature to an account.
  - POTS
  - Centron
  - Centrex
  - Centrex 21
  - Centrex Plus
  - Centrex Prime

- PAL
- PBX - Non-design
- Resale and UNE-P POTS
- Resale and UNE-P PAL
- Resale and UNE-P Centrex 21
- Resale PBX Trucks Non-designed
- Unbundled Switch Analog Line Port

## Due Date Calendar Job Aid

### Monday - Friday Charts - All market Units

Next Business Day	Five Business Days	Nine Business Days
Two Business Days	Six Business Days	Ten Business Days
Three Business Days	Seven Business Days	
Four Business Days	Eight Business Days	

Some Central Offices in some states are not visited daily, check Appointment Scheduler to determine due date availability if unsure.

### Holidays

No service orders with holiday due dates will be allowed. The following holidays are NOT available for service order due dates:

New Years	Jan 1st
Memorial Day	Last Monday in May
Independence Day	July 4th
Labor Day	1 <sup>st</sup> Monday in September
Thanksgiving Day	4 <sup>th</sup> Thursday in November
Christmas	December 25th

### Saturday Due Dates through Appointment Scheduler

It is acceptable to assign a Saturday due date to a dispatchable service order if the Saturday date is available in Appointment Scheduler.

### Sunday Due Dates

Sunday due dates are **never** assigned. Check Appointment Scheduler for the appropriate due date on dispatchable orders.

### Orders Originated on Saturday (Consumer Only)

Service orders taken on Saturday must be due dated as if the order was taken on Monday, Monday being day zero. Another way to look at it is if the order was taken on Saturday, add an extra day to the standard due date interval (SDDI). See the Due Date Calendar Job Aid for help in the due date calculations.

## Extended Hours (Consumer Only)

Any service order taken on or after 7pm Mountain Standard Time (6pm PST and 8pm CST) must add a business day to the standard due date interval (SDDI). Example: a service order is taken at 7:05pm (MST) on a Tuesday evening. Wednesday is day zero, making the due date the following Monday (using a standard three day due date interval). See the Due Date Calendar Job Aid for help in the due date calculations.

## Embargo (Frozen DD)

Service order embargoes are necessary during Central Office (CO) conversions because of the possibility that service orders will be disrupted when the 'cutover' is made to the new or upgraded switch. When an embargo is in place, the Market Units may not issue a service order (see service order exceptions below) with a due date that is within the embargo period.

## Service Order Exceptions

The following service order types are the only orders that can be due dated during an embargo. All other order types must be due dated before or after the embargo. If an order type is issued during an embargo that does not appear on the following list, it will be returned to the originating Market Unit so they can renegotiate a new due date with the customer.

- D and R orders
- F orders, but no T orders
- C orders to suspend and restore for non-payment
- PIC changes
- Toll Restriction orders
- C orders billing for "non-switched" products, such as wiring, wire maintenance plans, time and materials, or trouble isolation charges
- Emergency orders with the approval of the RCMAC

## Appointment Time - 'Access'

Appointment time or Access is the block of time that Qwest has agreed to physically be at the work location to fulfill the customer's work request. Appointment times can range from two-hours to all day depending upon the work request. Appointment times are managed through Appointment Scheduler (AS).

- Residence: Offer AM and PM access first then All Day access.
- Business: Offer AM and PM access first then All Day access or can be divided into 2 hour increments using even hours (i.e., 8A-10A, 10A-12P, etc).

x

**Note:** Offer All Day access ONLY if the technician just needs access to the Network Interface i.e., NW1/NW2 is the only dispatchable USOC on the service order.



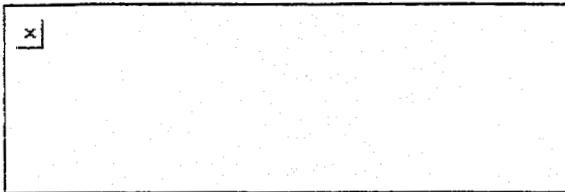
The Appointment Time or Access entry is located in the RMK section of the order.

If Qwest misses the appointment time promised to the customer, Qwest will compensate the customer for their inconvenience. See Promise of Service for additional information.

## Commitment/Completion Time (On Hold)

When placing a non-dispatchable service order, the Sales/Service Consultant (S/SC) should advise the customer that their service will be in and working no later than 8am on the due date.

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The only exception to the 8am-completion time rule would be if the service order is expedited. If the service order is expedited and the application date and the due date are the same, the completion time must be 5pm. In C+ - over type the 8am-completion time with 5pm.

If the customer calls into the Business Office on the due date to question the status of their service order, the S/SC must review the pending service order for potential problems. If potential problems are detected, the S/SC must follow the order through to resolution. The S/SC must make sure that the problem has been resolved or a satisfactory resolution has been reached before releasing the customer. Follow the process outlined on the Pending Order Inquiry Job Aid for additional information.

If Qwest misses the commitment time promised to the customer, Qwest will apologize to the customer for any inconvenience we might have caused them. See Promise of Service for additional information.

## Systems

## Negotiation for D & F Orders

When negotiating a DD with a customer who is terminating their service, it is critical to remind them that the disconnect orders are the first orders worked for the day. Because of this, the Sales/Service Consultant should advise the customer to call Qwest the day before the DD if they need to change their order to ensure their service is not interrupted. If the customer calls on the DD, the DD can be changed as long as the order has not completed in the SOP. If the order has already completed, a new order will have to be written to restore the service.

## Subsequent Due Dates

A Subsequent Due Date (SD) is used when the original DD on an order needs to be changed. When the DD is changed, a Pending Order Change (POC) is issued and the new date is placed in the Unfielded section (top) of the order. Each time the DD is changed, another SD is placed on the order along with the appropriate Missed Appointment (MA) Code. This process can be achieved by typing directly into the Service Order Processors (SOPs)



or SONAR. Consulting Plus does not have the capability yet.

**It is never appropriate to overtype an existing SD with a new one. See the examples below for the correct format.**

- SD are not valid on R orders in the Eastern region.

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INTERVENOR: Eschelon Telecom of Arizona, Inc. ("Eschelon")

REQUEST NO: 009I

State whether the Qwest process, which is referred to as "Due Dates - Non Design - All states Bus Res" in Qwest Resale Product. Database (RPD) (prior to its retirement on 4/29/06), has been modified in any respect since that process was last made available in redacted form to CLECs as part of RPD. If this process has been modified in any respect, please describe the modifications and the date of each modification; state the basis for the modification; and identify any document (including information in InfoBuddy) describing or summarizing the process.

**RESPONSE:**

Qwest objects because the phrase "identify any document (including information in InfoBuddy) describing or summarizing the process" is vague and ambiguous.

Without waving Qwest's aforementioned general or specific objections, Qwest responds that it did modify its Non Design - All states Bus Res method between June 2004 and April 2006 and also had Wholesale CLEC affecting changes noticed as well, when applicable, through the Commission approved Change Management Process. Those changes are reflected in Non-Confidential Attachment A (BATES Q000250-Q000325) and Non-Confidential Attachment B (BATES Q000326-Q000332). Qwest also responds as follows:

<b>Modification</b>	<b>Date of Modification</b>	<b>Basis for Modification</b>
6/30/04 revision to move USOC(s) to 1-day due (DD) date list and add a bullet about bus/res differences in 1-2 day DD	6/30/2004	Believe these were made in conjunction with the SIG V34. 0 update in June 2004
Clarified expedite reasons by adding additional expedite examples	8/6/2004	Adding clarification so the process is adequately followed
Changed Process & Quality contact	8/25/04	Changed supporting personnel within retail.
Updating NM LPC telephone number; adding WLI due date resolution process	10/21/04	NM LPC (Loop Provisioning Center) would not have been redacted. WLI change was added to document. Wholesale did not have WLI document until after this update so unable to determine if Wholesale had similar impacts.
Removed references to 2-day DD for select, non-dispatchable, flow through features	12/31/04	Self explanatory

Added wording regarding Centrex features	1/11/05	Exhibit BJJ - A-1 July 13, 2006	Self explanatory
Added Same Day DD and SIBS Info	4/8/05		Believe associated with SIG update V43.0
Removed PSP from Same Day DD list, added to 1 Day List	5/18/05		PSP is a billing USOC and was shown on the incorrect list. Updated document to show on correct product list.
Removed Promise of Service	6/1/05		Self explanatory
Added new Business Expedite Codes, corrected 1-day DD list to include omitted VMS Mailboxes	6/15/05		Related to CMP update on V22.0 of Expedite PCAT.
Added info about using C+ to change Due Dates; corrected contact numbers for LPC	7/12/05		Self explanatory
Added next business day due date info for 1FR service	10/17/05		Related to SIG V53 changes.
Added clarification regarding USOCs not on Same Day or 1 Day Due Date lists	11/15/05		Added clarification to the document
Added clarification in Standard Due Date matrix for Consolidate/Deconsolidate orders	12/1/05		Added clarification to the document
Updated document facts	3/1/06		Self explanatory
Removed missed appointment credit example for WA	3/24/06		Self explanatory

Respondent: Legal and Jill Martain

**ATTACHMENT A-2**

**2. Optional, Additional Pay-for-Expedites Not Meeting Criteria Process (Optional  
“Pre-Approved Expedite” Process)**

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## Expedites & Escalations Overview – ~~V8.0~~V11.0

*History Log* (Link blue text to: Replace Existing Download With Attached History Log)

### Introduction

Qwest quickly responds to your escalation or expedite requests offering you clear and complete explanations so you can satisfactorily respond to your end-users.

- Expedites are requests for an improved standard interval that is shorter than the interval defined in our Service Interval Guide (SIG) (Link blue text to: <http://www.qwest.com/wholesale/guides/sig/index.html>) or your Interconnection Agreement (ICA), Individual Case Basis (ICB) or committed to ICB (Ready for Service (RFS) + Interval) date.
- Escalations can be initiated for any issue, at anytime, and at any escalation point. Escalations can also be for requests for status or intervention around a missed date.

The following summarizes the processes used within Qwest for all Wholesale Products and Services to handle expedite and escalation requests.

### Expedites

~~All expedite requests require approval to ensure resource availability. Expedite requests are for situations where the requested due date is shorter than the interval defined in our Service Interval Guide (SIG) (Link blue text to: <http://www.qwest.com/wholesale/guides/sig/index.html>) or Requesting an expedite follows one of two processes, depending on the product being requested and the language in your Interconnection Agreement (ICA). Expedite requests are granted for if the request being expedited is for a product on the list of products in the "Pre-Approved Expedites" (see below) and your ICA has language supporting expedited requests with a "per day" expedite the following conditions if Qwest determines that it has the resource availability on the requested date: rate, then the request does not need approval. If the request being expedited is for a product that is not on the defined list, or your ICA does not support a "per day" expedite rate, then the expedited request follows the process defined in the "Expedites Requiring Approval" section below.~~

#### Expedites Requiring Approval

If your ICA does not contain, or has not been amended to include language for expedites with an associated "per day" expedite rate, or if the request is for a product that is not listed in the "Pre-Approved Expedites" section below, the following expedite process applies.

Following is a list of conditions where an expedite is granted:

- Fire
- Flood
- Medical emergency
- National emergency
- Conditions where your end-user is completely out of service (primary line)
- Disconnect in error by Qwest
- Requested service necessary for your end-user's grand opening event delayed for facilities or equipment reasons with a future RFS date
- Delayed orders with a future RFS date that meet any of the above described conditions

~~And~~For any of the above conditions, expedited request can be made either prior to, or after, submitting your service request.

To request an expedite on a Local Service Request (LSR) you can either:

- Submit the request with your expedited due date and populate the EXP field. Also include in REMARKS the reason for the expedited request and then call the Qwest Call Center.
- Submit the request with a due date interval from our SIG (Link italicized text to: <http://www.qwest.com/wholesale/guides/sig/index.html>) or your ICA and then call the Qwest Call Center.

In both scenarios, a call to the Qwest Call Center is required on 1-888-796-9087 to process the expedited request.

To request an expedite on service requests issued via an Access Service Request (ASR), you may use either of the options described above for LSRs to submit the ASR. You should then contact one of the following two centers depending on which center processes your service requests:

- Des Moines, IA on 1-877-340-9627
- Salt Lake City, UT on 1-800-333-5498

For Des Moines and Salt Lake City, when calling one of the above numbers, ask for a representative that handles expedited requests.

You may be asked to provide verification of the expedited reason, such as in medical emergencies or grand opening events. The type of verification required will depend on the specific circumstances of the expedite and will be determined on an Individual Case Basis (ICB).

Once your expedite request is received, your Wholesale representative will review the request based on the previous list of available expedite scenarios to determine if the request is eligible for an expedite. If approved, the next step is to contact our Network organization to determine resource availability.

Depending on the type of service on the account, the following action is taken once the request is determined to be eligible for an expedited due date:

#### **Non-Designed/No Dispatch Required**

For requests that do not require a dispatch, the order is issued with the expedited due date.

#### **Non-Designed/Dispatch Required**

For requests that require a dispatch, the Network organization is contacted to determine Technician availability. If appointments are available on the requested due date, your expedite is granted. If no appointments are available, then Qwest will offer an alternative date, if one is available, prior to the requested due date. You can expect to receive a response to your expedited request usually within four business hours.

#### **Designed Services**

For Designed Services, the Network organization is contacted to determine resource availability for the Central Office and Outside Technicians as well as for the Testers that work with you to accept the service. You can expect to receive a response usually within four business hours.

#### **Approved Expedited Requests**

On LSRs, if the expedited request is approved and the original request contained the expedited due date and the EXP field was populated, Qwest will return a Firm Order Confirmation (FOC) with acknowledging the agreed to expedited due date. If the expedited or agreed to due date is different from what was originally submitted on the LSR, Qwest will indicate via the appropriate PIA value on the Local Request FOC form that the due date has been changed from the ASR or LSR. Qwest will original request.

For ASRs, contact you and request that you supplement your request with the agreed to expedited date. The EXP field on the supplement ASR or LSR must also be populated. If the supplement is not received within four business hours, Qwest will continue to process the ASR or LSR as if the expedited request is approved, Qwest will return a FOC with the expedited due date. was not received and will FOC back the standard interval or the original due date provided on the ASR or LSR if it was longer than the standard interval.

### **Denied Expedited Requests**

If denied, then we will provide you reasons that the request was denied or we will offer an alternative date that we could install the service. If the request is denied, and you still want to continue to have Qwest provision the service request, Qwest will return a FOC with the standard interval or the original due date provided on the FOC if it was longer than the standard interval.

### **Pre-Approved Expedites**

The Pre-Approved expedite process is available in all states except Washington for the products listed below when your ICA contains language for expedites with an associated per day expedite charge. An expedite charge applies for every day that the due date interval is improved, based on the standard interval in the SIG, ICA, or ICB criteria as described above. It is not necessary for you to call into Qwest to have the expedite approved. To expedite a service request on an ASR or LSR you must populate the EXP field and put the desired expedited due date in the DDD field on the ASR or LSR.

When Qwest receives an ASR or LSR with the EXP populated and the DDD is less than the standard interval, Qwest will determine if the request is eligible for an expedite without a call from you. If the request meets the criteria for the Pre-Approved Expedite process, Qwest will process the request and return a FOC acknowledging the expedited due date. The appropriate expedite charge will be added to your service order.

If the request does not meet the criteria for the Pre-Approved Expedite process, the ASR or LSR will be processed under the guidelines for Expedites Requiring Approval as described above.

Following is a list of the products that may be expedited and will receive the appropriate Expedite Charge:

- UBL all except 2w/4w analog
- Analog PBX DID
- Private Line (DS0, DS1, DS3 or above)
- ISDN PRI T1
- ISDN PRI Trunk
- ISDN BRI Trunk
- Frame Relay Trunk
- DESIGNED TRUNKS (Includes designed PBX trunks) Trunk
- MDS / MDS1 (IS Only)
- DPA's (multiple DPAs or FX, FCO) Trunk
- UBL DID (Unbundled digital trunk)
- UBL DS1 (Unbundled digital trunk facility)
- UNE-C PL (EEL)
- UNE-P ISDN BRI
- UNE-P DSS Facility
- UNE-P DSS Trunk
- UNE-P PRI ISDN Facility
- UNE-P PRI ISDN Trunk

- UNE-P PBX Designed Trunks
- UNE-P PBX DID IN-Only Trunks
- UDIT
- LIS
- CCSAC SS7 Trunk or Facility
- Unbundled Dark Fiber

Note: Any requests that are expedited due to a Qwest caused reason, do not incur an expedite charge.

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## Escalations

Escalations are a request for status or intervention around a missed critical date such as:

- Plant Test Date (PTD)
- Due Date (DD)
- Ready For Service (RFS)

Qwest's Service Centers pro-actively escalate any critical dates in jeopardy and will notify you. If, however, you find it necessary to initiate an escalation, call the assigned Qwest Wholesale Center Representative at one of the numbers listed in the Expedites section for assistance. Regardless of how initiated, by you or internally, Qwest escalation roles and responsibilities can be summarized as:

- Qwest Wholesale Center Representatives  
Local Service Request (LSR) or Access Service Request (ASR) escalations related to Rejects/Delayed orders, critical dates and Firm Order Confirmations (FOC).
- Qwest Service Manager  
Involved only after normal processes fail to resolve the escalation to your satisfaction. Evaluates the situation based on commitments managing associated resolution activities.
- Qwest Senior Service Manager/Director  
Involved only when the Service Manager's efforts are unsuccessful. Provides direction to those working the issue, partnering with Center Coaches and Team leaders.
- Qwest Senior Service Director/Vice President  
Contacted for direction and/or assistance for those working the escalation, providing timely status updates back to the prior level and you directly.

### Escalations – Maintenance and Repair

At your discretion, you may initiate an escalation of your trouble report through our electronic interface Customer Electronic Maintenance and Repair (CEMR) or by calling either the Account Maintenance Support Center (AMSC) for Unbundled Network Elements (UNEs) and Complex services or the Repair Call Handling Center (RCHC) for Plain Old Telephone Service (POTS) and Non-Complex services. Refer to our Maintenance and Repair Overview (Link blue text to: <http://www.qwest.com/wholesale/clecs/maintenance.html>) for additional information. You will be referred to Held, Escalated & Expedited Tool (HEET) (Link blue text to: <http://www.qwest.com/wholesale/systems/heet.html>) for ongoing status if your service was requested on an ASR.

### Escalations – Technical Escalation Process

Additional information about the Technical Escalation Process can be obtained from Qwest's Operations Support Systems General Information. (Link blue text to: <http://www.qwest.com/wholesale/systems/generalinfo.html>)

Note: Occasionally, your end-user may find their way to the Qwest Wholesale Center or Qwest Service Manager and our Wholesale Center Representatives will explain that you are our customer and direct them to you for assistance.

Should you have questions, or need additional information related to the expedite or escalation processes defined above, contact your **Qwest Service Manager** (Link blue text to: <http://www.qwest.com/wholesale/clecs/accountmanagers.html>) for assistance.

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## Training

### Qwest 101 "Doing Business With Qwest"

This introductory instructor-led training course is designed to teach the CLEC and Reseller how to do business with Qwest. It will provide a general overview of products and services, Qwest billing and support systems, processes for submitting service requests, reports, and web resource access information. Click here (Link blue text to: [http://www.qwest.com/wholesale/training/ilt\\_desc\\_qwest\\_101.html](http://www.qwest.com/wholesale/training/ilt_desc_qwest_101.html)) for course detail and registration information.

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## Contacts

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

Expedites and Escalations

- Local Service Requests (LSRs)

Wholesale Center			
Tier	Responsibility	Activity	Contacts
Tier 0	Interconnect Service Center (ISC)	First point of contact for CLECs Ticket opened	888-796-9087
Tier 1	Customer Service Inquiry and Education Center (CSIE)	Respond to issues not resolved at Tier 0	888-796-9087
Tier 2	Subject Matter Expert (SME), Team Leaders, Team Coaches	Respond to issues not resolved at Tier 1	Denver: 800-419-8809 Denver After Hours Duty Pager: 800-423-3641 Minneapolis: 800-366-9974 Minneapolis After Hours Duty Pager: 612-622-3624
Tier 3	Appropriate Qwest Service Manager	Respond to issues not resolved at Tier 2	Service Manager (Link blue text to: <a href="http://www.qwest.com/wholesale/clecs/accountmanagers.html">http://www.qwest.com/wholesale/clecs/accountmanagers.html</a> )

- Access Service Requests (ASRs) Note: Your Qwest Service Manager (Link blue text to: <http://www.qwest.com/wholesale/clecs/accountmanagers.html>) will advise you which center to contact.

Center	Products & Services	Contacts	Fax
Des Moines	LIS, Feature Group, Private Line, Analog/Digital, HiCap Services (e.g., DS1, DS3, Sonet, SS7, SHARP, SHNS), Frame Relay	877-340-9627	515-286-6160
Salt Lake City	LIS, Feature Group, Private Line, Analog/Digital, HiCap Services (e.g., DS1, DS3, Sonet, SS7, SHARP, SHNS)	800-333-5498	801-239-4070

- Non ASR/LSRs

Center	Products & Services	Contacts	Fax
Salt Lake City	All	800-879-4072	801-239-5070

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## Frequently Asked Questions

This section is currently being compiled based on your feedback.

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**Last Update:** ~~May 25, 2004~~ July 31, 2004

META Tags: Expedites; Escalations

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Resources

Change Management Process (CMP)

CMP

- ▶ **CMP Home**
- ▶ **CMP Document**
- ▶ **Team Meetings**
  - ▶ **Archive**
- ▶ **Change Requests (CRs)**
  - ▶ **Archive**
- ▶ **CMP Redesign**
  - ▶ **Archive**
- ▶ **Document Review**
  - ▶ **Product/Process Archive & Responses**
    - ▶ **System Archive & Responses**
  - ▶ **CMP Oversight Committee**
- ▶ **Escalations/Disputes**
  - ▶ **Initiation**
  - ▶ **Ongoing Escalations**
  - ▶ **Archive**
- ▶ **OSS Hours of Availability**
- ▶ **CMP Points Of Contact (POCs)**
- ▶ **Customer Notification Letter Archive**
- ▶ **CMP Calendars**
- ▶ **OSS Interface Releases**
- ▶ **Team Meetings**
- ▶ **Other System Links**

**Open Product/Process CR PC021904-1 Detail**

**Title: Enhancement to existing Expedite Process for Provisioning**

CR Number	Current Status Date	Level of Effort	Interface/ Release No.	Area Impacted
PC021904-1	Completed 7/20/2005	-	/	pre order, order, provisioning

**Originator:** Berard, John  
**Originator Company Name:** Covad  
**Owner:** Martain, Jill  
**Director:** Bliss, Susan  
**CR PM:** Harlan, Cindy

**Description Of Change**

Covad requests that Qwest provide a formal process to expedite an order that requires an interval that is shorter than what is currently available for the product.

No expected deliverable listed

Updated the title as a result of the Clarification call

**Status History**

- 02/20/04 CR Recieved
- 02/20/04 CR Acknowledged
- 2/23/04 - Contacted John Berard - Covad to set up Clarification Call
- 2/27/04 - Held Clarification call
- 3/17/04 - March CMP meeting notes will be posted to the project meeting section
- 4/21/04 - April CMP meeting notes will be posted to the project meeting section
- 5/12/04 - Emailed response to Covad
- 5/19/04 - May CMP Meeting notes will be posted to the project meeting section

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6/15/04 - PROS.06.15.04.F.01792.ExpeditesV11

6/16/04 - June CMP Meeting notes will be posted to the project meeting section

7/1/04 - Scheduled ad hoc meeting for 7/9 to discuss project, comments and plan

7/9/04 - Held ad hoc meeting

7/21/04 - July CMP Meeting notes will be posted to the project meeting section

8/16/04 - August CMP meeting minutes will be posted to the database

9/15/04 - Notification for ad hoc meeting scheduled for 9-22-04

9/15/04 - September CMP Meeting minutes will be posted to the database

9/22/04 - CLEC Ad hoc meeting held to review expedite reasons / causes

10/20/04 - October CMP Meeting minutes will be posted to the database

11/17/04 - November CMP Meeting minutes will be posted to the database

12/15/04 - December meeting minutes will be posted to the database

12/16/04 - Scheduled ad hoc meeting for January 6

1/6/05 - Ad hoc meeting held

1/19/05 - Jan CMP meeting minutes will be posted to the database

2/16/05 - Feb CMP meeting minutes will be posted to the database

3/16/05 - March CMP Meeting minutes will be posted to the database

4/20/05 - April CMP Meeting minutes will be posted to the database

5/18/05 - May CMP meeting minutes will be posted to the database

6/15/05 - June CMP meeting minutes will be posted to the database

7/20/05 - July CMP meeting minutes will be posted to the database

## Project Meetings

July CMP Meeting Minutes: Jill Martain - Qwest advised that this went into effect on 6/16/05. Jill asked if it was ok to close this CR. Liz Balvin advised the CR could be closed. This CR will move to Completed Status.

June CMP Meeting Minutes: Jill Martain - Qwest advised that this process effective June 16 and we would like to move this CR to CLEC Test on June 16th. There was not any objection to change the status to CLEC Test.

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May CMP Meeting Minutes: Jill Martain - Qwest advised that the PCAT documentation went out for review on May 9. The comment cycle will close on May 24 and become effective June 23, 2005. This CR will remain in Development Status.

April CMP Meeting Minutes: Jill Martain - Qwest advised that we are working internally to get the three expedite reasons implemented. Jill stated that after meeting internally, we determined that a slight modification was needed. Qwest wants the new Expedite reasons directed to our Business Services. Jill stated that in our ad hoc calls with the CLEC we did talk about the critical impact to Business customers. Jill recapped the criteria for use of the new Expedite reasons: National Security Business Services unable to dial 911 due to previous order activity Business Services where hunting, call forwarding or voice mail features are not working correctly due to previous order activity where the customer business is being critically affected. Bonnie Johnson - Eschelon asked if there is a definition of business services.

Jill Martain - Qwest advised it would be for more complex business and 1 type service and this excludes residential and 1FR.

Bonnie Johnson - Eschelon asked for this to be documented.

Jill Martain - Qwest confirmed it would be changed to reflect Business Classes of Service in the actual updates. Liz Balvin - Covad asked if the examples that Qwest looked at were based on Qwest customers.

Jill Martain - Qwest advised the examples were provided by both CLECs and Qwest and discussed in ad hoc meetings.

Liz Balvin - Covad agreed that we should provide definition of Business Services and also asked that the notice reflect that residential would not be included. Liz also confirmed that this does not affect the Expedite process that requires an amendment.

Jill Martain - Qwest confirmed that it does not impact that process. Jill advised the documentation will be updated and sent out for review. Bonnie said thank you for the good results.

This CR will remain in Development Status.

March CMP Meeting Minutes: Jill Martain - Qwest advised that we are still working internally on this request and are hopeful that within the next month the PCAT changes will be available to review with the three additional Expedite reasons. This CR will remain in Development Status. [Comment received from Eschelon: Jill Martain - Qwest advised that we are still working on additional scenarios internally and waiting for internal approval on this request and are hopeful that within the next month the PCAT changes will be available to review with the three additional Expedite reasons.]

February CMP Meeting Minutes: Jill Martain - Qwest advised we are still waiting for final internal approval. Qwest is hoping to have final status next month. This CR will remain in Development Status.

January CMP Meeting Minutes: Cindy Harlan/Qwest advised that an ad hoc meeting was held on January 6th. Qwest proposed adding the following as valid Expedite reasons: if access to 911 is not available, if the order is for

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National Security, and for certain Features in specific situations. The CLECs were receptive to these changes. Qwest has started the process to get for internal review and approval. Additional status will be provided next month. This CR will remain in Development Status.

CLEC Ad Hoc Meeting PC021904-1 Expedite Process January 6, 2005

In attendance: Kari Burke - Comcast Jeff Yeager - Accenture Sharon Var Meter - ATT Chris Terrell - ATT Linda Minesola - Comcast Amanda Silva VCI Jill Martain - Qwest Wayne Hart - Idaho PUC Kim Isaacs- Eschelon Bonnie Johnson - Eschelon Pete Stave - Eschelon Jennifer Arnold - TDS Metro Steve Kast - MCI Thomas Soto - SBC

Cindy Harlan - Qwest took attendance and reviewed the agenda. The purpose of this call is to discuss options for additional expedite reasons. Cindy explained that Qwest has been reviewing expedites and would like to discuss potentially having Features be considered as a valid expedite reason under certain circumstances. Qwest would like to discuss what the criteria would be and identify Features that cause major impact to the CLECs. We also can potentially add a valid expedite reason if you are unable to dial 911 service and to expedite for National Security reasons. Cindy asked the CLECs to identify what Features create the most impact to the CLECs so we can build some criteria. Cindy advised that Qwest is unable to open other reasons for expedites as we do not have the resources to support that effort.

Bonnie Johnson - Eschelon stated that she didn't think additional resources would be needed to support this. Bonnie said Eschelon's Expedite manager is on the call and she would like him to share with us the large impacting items. Pete advised that when customers are unable to receive calls this impacts them as if they are out of service. For business customers if they can't receive calls it impacts their revenue.

Jill Martain - Qwest asked if normally there would be an original order to install the service and another one to correct it. Bonnie advised yes, or something changed on one of their features, such as voice mail service, either with their vendor or the equipment, and that causes a need for an expedite. The customer may not understand what they have ordered. Jill asked if it was a fair request that Qwest ask the CLEC for the order number or PON. Bonnie advised that they normally provide this anyway and it is fair, but she does not believe it should be a requirement as there are other reasons too. Jill asked if we could better define and refine the criteria for Hunting so we can go to Retail and Network and discuss further, and publish a reason that is allowable. Otherwise we would negate the standard interval if we automatically allowed expedites on all Hunting requests. Bonnie said it should be an urgent customer situation and their service is not working the way it should be. Bonnie advised that Qwest needs to trust the CLECs request and hope that the CLECs are not abusing the process. Pete Stave - Eschelon advised there are additional steps needed to expedite an order and it is not always easy so we do not request an expedite unless it is necessary.

Jill suggested that we set criteria for this to be an 'urgent customer situation where Hunting or Call Forwarding features are not working correctly and the customer can explain why and provide a service order and/or PON'. The CLECs agreed with this criteria.

Jill asked if there were other features that need to be discussed. Amanda VCI stated that Features don't pertain to VCI very much, but what happens if a customer is disconnected in error and it is the CLECs error. This

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happens a few times a month usually due to a disconnect for non payment in error. Jill advised this would need to be handled as a new LSR with standard interval. Another request was made for voice mail set up incorrectly. This can be added to a wrong number for example.

Jill agreed that the items and criteria identified should be workable. Qwest needs to review this internally and determine impacts. Status will be provided at our CMP meeting and we will plan on reviewing the draft process prior to it being published in the PCAT. Another ad hoc meeting will be scheduled at that time.

December CMP Meeting Minutes Cindy Macy - Qwest advised that an ad hoc meeting is scheduled for January 6 to review and further define some options for expanded Expedite reasons. This CR will remain in Development Status.

11/17/04 November meeting minutes Cindy Macy - Qwest advised that Qwest is currently reviewing the expedite process and meeting internally determine if there are any changes that can be made to the process. This CR will remain in Development Status.

10/20/04 October CMP Meeting Minutes Cindy Macy - Qwest advised that Qwest held an ad hoc meeting. We are reviewing the expedite reasons from the CLECs and the data gathered for potential changes. We hope to have additional information next month. Qwest will hold an ad hoc meeting to review our findings. This CR will remain in Development Status.

PC021904-1 Enhance Expedite Process Ad Hoc Meeting September 22, 2004

In Attendance: Pete Stave - Eschelon Colleen Forbes - ATT Kim Isaacs - Eschelon James Leblanc - McLeod Bonnie Johnson - Eschelon Jean Noval Qwest Communications Lori Nelson - Mid-Continent Terri Lee - SBC Donn Osborne Miller - ATT Chris Quinstruck - Qwest Cherron Halpern - Qwest Communications Rhonda Velasco - Oregon Telecom Sue Diaz - Qwest Communications Mark Sieres - Advanced Telecom LeiLani Hines - MCI Brandon McGovern - Advanced Telecom Valerie Estorga - Qwest Communications Roslyn Davis - MCI Christina Valdez - Qwest Communications Scott Ellefson - Qwest John Berard - Covad Dave Miller Advanced Telecom Michelle Thacker - Qwest Communications Lydell Peterson - Qwest Phil Hunt - McLeod Leti Mudlo - Qwest Robin Jackson - Time Warner Diane Solomonson - Qwest Jolene Brown - Time Warner Stacy Berg - Time Warner Steve Kast - Qwest Communications Jim Christener - McLeod Mark Ashen Brenner - McLeod Chris Voorhees - McLeod Jennifer Fischer - Qwest Communications Diane Johnson - Qwest Michelle Sprague - McLeod Dawn Tafoya - Qwest Communications Jill Martain - Qwest Communications

Cindy Macy - Qwest Communications introduced the attendees and reviewed the agenda. Cindy advised that the purpose of this call is to discuss what is causing the need to expedite. Qwest would like to identify from a CLEC perspective why they expedite. Jill Martain - Qwest added that we would like to identify for non design documentation changes and process changes that could help reduce expedites. Cindy advised that Qwest would like to hear from each CLEC represented so we can gather input and determine what changes could be made to reduce the need for expedites.

Bonnie Johnson - Eschelon advised that Qwest's appointments for new

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installs and moves in some states were 3 weeks out. This was due to resource issues (no technicians available). Eschelon can not give their customers a 3 weeks due date. We are expediting from a customer service perspective. This was happening in WA/CO/AZ on POTS service.

Colleen - ATT advised that when they submit their orders they have to use an appointment scheduler and the date that comes back is what they have to put on their order. They will then call and expedite as the date is not acceptable for their customers. Donna Osborn Miller - ATT advised that they also engage their account teams to help.

Stacy - Time Warner advised that when the due date is out 2-3 weeks, we have to expedite, and then Qwest wants to charge for the expedite. It is wrong for Qwest to charge for an expedite when the due date is way past standard interval.

Colleen - ATT advised many times the customer is disconnected and needs their service. The disconnect can be due to the customer moving early, a error on Qwest or the CLECs part, the order not getting processed correctly, or a jeopardy.

Bonnie Johnson - Eschelon advised specific to features, our customers have urgent needs. If their call forwarding was set up incorrectly (gave wrong number, or error in programming), and the calls are going to another number it can cause major issues. If a business forwards these calls to a residence, or if there is an emergency and the customer is not able to receive calls it causes major issues for all parties. Call Forwarding generally has a 1-3 day standard interval and a business can not lose calls for 3 days, nor can a residence customer receive calls from a business in error for 3 days. Colleen - ATT advised other LECs have same day turnaround if the order is received before 3p.m.

Jim - McLeod advised orders that are placed in jeopardy for no access are often done in error. The customer says they were available but the technician never came to the door. Then later it is determined that the technician couldn't find the building, or couldn't gain access. Sometimes the customer does give the wrong address and they are now out of service.

Robin Jackson and Stacy Berg - Time Warner advised they have lots of trouble with orders being issued incorrectly. They put information on the LSR that matches the CSR. Then the order gets rejected for address issues. They have to send it in and fix it later, and try to get a new due date. Time Warner also reported that when they build a subscription they send it in and Qwest has to release it. The 'create' needs to be done 3 days ahead and SOA has to concur. Time Warner wants to know if this is the official process. They work with the LNP team and this process is not working well. Cindy advised she will have the Service Manager contact Robin and Stacy. (robin.jackson@twtelecom.com, Stacey.berg@twtelecom.com)

Dave - Advanced Telecom advised they will get an FOC and the due date okay. Then on the due date or the day before they will get a jeopardy notice which then needs to be expedited as they have given a due date to their customer.

Bonnie - Eschelon advised when there is an equipment install or vendor meet and we have to coordinate three companies it is very difficult and we usually have to expedite to get the companies represented and the

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services coordinated and installed.

Bonnie - Eschelon also advised that hunting causes an out of service condition as sometime equipments is needed or there are circular hunting issues and the calls go no where.

Pete - Eschelon advised that coordinated loops installed on LNP are complex and all parties have to be available to keep the customer service from going down.

Lori - Mid-Continent advised that if voice mail is not working the customer perceive this as their service not working. If the call forwarding number is incorrect (wrong area code and the voice messaging needs to be corrected) we have to place an order to fix the issue.

Nicki - Mid-Continent advised sometimes their customers have urgent needs related to their job or personal situation. For example, the customer could be on active duty and need service right away.

John Berard - Covad advised if something goes wrong in the process and the customer gets disconnected in error, it could be the CLECs error, then Covad has to issue another order with a new due date. Sometimes the order is issued as a new order and it should have been a move order so the due date is different.

Dave - Advanced Telecom advised that Qwest does not reject orders consistently. They can submit 10 orders the same and on the 11th order they get a reject. The representative interprets the business rule differently and now we are a day behind. We can talk to 4 different representatives and we can get 4 different answers.

Bonnie - Eschelon confirmed that for non design the same process and charges will apply to Retail. Jill Martain - Qwest confirmed that would occur. Jill - Qwest advised our direction is to not implement a fee for expedites on non design. We are trying to understand some reasons and causes for expedites and address them from a process and documentation perspective. Bonnie advised that is great.

Nicki - Mid-Continent advised she requested an expedite for medical reasons and was asked for a doctors note. Nicki advised this is confidential information. Jill advised it is part of the process to request a note. Our centers are trying to follow the process and make sure the expedite is valid.

Colleen - ATT advised recently we had a customer that filed a PUC complaint and it was on the news so it was a huge issue that needed to be resolved. Jill advised if there are extenuating circumstances you can go through the Escalations process. This is not the norm but under special conditions we do handle escalations.

Cindy - Qwest advised our next steps are to look at the input that was received today and the process. We will determine areas that we can impact to reduce the need to expedite and provide status at the next CM meeting. Additional ad hoc meetings may be held.

9/15/04 CMP Meeting Minutes Cindy Macy - Qwest advised that there is an ad hoc meeting scheduled for Wednesday, September 22 to discuss the reasons for expedites. The intent is to look at the cause of expedites to

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determine if there are improvements that can be made to reduce the number of expedites. This process focuses on non design services. This C will remain in Development Status.

8/16/04 CMP Meeting Minutes Jill Martain - Qwest advised that Qwest had done additional work on this CR and determined that we won't be able to implement the same process for non design that we implemented for design. We are doing root cause analysis on the data and will determine reasons why expedites are needed. Qwest will meet with each of the CLE after we have the data and work through the expedite reasons. John Berard - Covad asked some questions about the Expedite V14 PCAT. Jill recapped the process and advised the CLECs that if they have questions they can call her to discuss. John Berard - Covad verified if the error was caused by Qwest than there would not be a charge to expedite. Jill advised that is correct. Bonnie Johnson - Eschelon advised she tried to expedite a feature and the escalation group and Service Manager said they were not able to do this. Bonnie submitted a comment on this issue as Eschelon believes this is an existing process. Bonnie advised her definition of an existing process is if Qwest is performing the process it is an existing process. Bonnie and Jill discussed the issue and agreed that the issue was the difference between what Eschelon sees as an existing process and what Qwest views as an out of compliance. Jill told the center to go ahead and continue to handle feature expedites until we are able to resolve this issue. Bonnie appreciated this as it takes away the immediate pain to Eschelon. Bonnie advised that Eschelon has formed an internal team to review documentation against current process and previous CRs. They are focusing on DSL initially. Bonnie and Jill agreed that Eschelon should submit a CR to determine how to handle the situation when there is disagreement between when Qwest is out of compliance versus when Qwest is performing an existing process. This CR will remain in Development Status.

July 21, 2004 CMP Meeting Minutes: Cindy Macy - Qwest advised that the team held an ad hoc meeting on July 9. During the ad hoc meeting, Jill Martain reviewed the PCAT and addressed comments on the process. Cindy advised that this process is effective July 31 in most states. The following identifies exceptions: AZ 8/5, Northern Idaho and NE 8/2, NE 8/6, WA affects only Access Services. The FCC#1 is effective July 31. Qwest will continue to work on the non design process. Additional status will be provided later. Liz Balvin - MCI advised that the clarification and the updates that were discussed helped a lot. Jill advised those updates have been made. This CR will remain in Development status.

PC021904-1 Expedite Process Ad Hoc Meeting July 9, 2004 10:00 - 11:00 a.m. MT

In attendance: Eric Yohe - Qwest Liz Balvin - MCI Valerie Estorga - Qwest Susan Lorence - Qwest Jackie DeBold - US Link Steve Kast - Qwest Teresa Castro - Vartec Stephanie Prull - Eschelon Sue Lamb - 180 Comr John Berard - Covad Jill Martain - Qwest Ann Atkinson - ATT Julie Pickar US Link Donna Osborn Miller - ATT Cindy Macy - Qwest

Cindy Macy - Qwest reviewed the history of the CR. Cindy explained that this process was notified on June 15, 2004 and then retracted on June 29, 2004. Cindy reviewed the agenda and purpose of the meeting.

Jill Martain - Qwest advised the intent of the PCAT update was to address the new expedite process on design products. Currently we are not able to include non design products in the process. We will schedule additional ad hoc meetings to discuss non design products and CLEC caused error

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expedite situations.

Jill advised that July 31 is the tariff effective date. Interstate filings will occur next, and there are a couple states that may go a little later, but each state is in progress of getting the tariffs approved.

Liz Balvin – MCI verified V11 only impacts design services. Jill advised the list of products that are in the pre-approved section are all design products.

Jill advised there will be two processes. 'Expedites that Require Approval' (current process) and the new process 'Approved Expedite Request' for identified design services products. Jill reviewed the PCAT ar process in more detail.

Stephanie Prull – Eschelon asked how Qwest will notify the CLEC when Qwest can not meet the expedited date. Jill advised that when the CLEC calls in Qwest will get the name of the person who requested the change and work with them. Stephanie asked what happens if we use the EXP field? Jill advised Qwest would send back the FOC with the PIA value. Stephanie asked if the Retail customers get charged on the 'Expedite Requiring Approval' process. Jill advised no, and neither would the CLECs unless they sign up for the new process.

Liz Balvin – MCI asked for more clarity on the non design process. Jill advised that the Expedite Process that requires approval applies to non design services or Interconnection Agreements that do not carry the 'per day' expedite rate. Jill agreed to clarify that all non design service expedites or design services expedites if your contract is not amended, w not carry a charge. Non design products can only be expedited for the conditions listed currently. We are still trying to accommodate some CLEC reasons for non design expedites. We will continue working on this and w will have additional calls with the CLECs. Retail follows these same procedures. Jill advised we will work on this in phases.

Jill explained that when you amend your contract there are not reasons f expedites any longer. Qwest agrees to expedite and there is a charge for all expedites.

John Berard – Covad asked if there is a separate charge on design products if there is a fire. Jill advised no, the same charge applies. If Qwe causes the error than there is not a charge.

Stephanie Prull – Eschelon asked when the amendment will be available. Jill advised the target date is July 26. Stephanie asked how this new process affects resource assignment of network technicians. Jill advised v have the resources to cover expedited requests. We have performed volume forecasts. An expedited request and a regular request are equally weighted.

Jill summarized the Pre Approved Expedite process. The CLECs must amend their ICA, the estimated cost to expedite is 200.00 per day, and eligible products are identified in the PCAT.

Stephanie Prull – Eschelon advised that currently the CLECs have special reasons for an expedite that are not included in the list. The CLEC calls th center and works with Qwest to address these situations. Jill advised we need to follow our process, and we will still handle unique conditions. The may need to be escalated.

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Liz Balvin - MCI asked if this will be implemented on the Access side. Jill advised the tariff target date is July 31 for Access products. Liz asked Jill include the tariff reference in the response to comments. Jill advised the exception is the Washington tariff is not being filed at this time.

Jill reviewed the comments to make sure she had addressed the CLECs concerns in today's meeting. The CLECs agreed that the comments have been addressed during today's meeting. Jill advised she will make updates to the PCAT based on today's call.

June 16, 2004 CMP Meeting notes: Jill Martain - Qwest advised for design product the Level 3 notification went out on June 15. For non-design we are still investigating if the process is feasible. The CR will remain in Development Status.

May 19, 2004 CMP Meeting notes: Jill Martain - Qwest advised that Qwest will accept this CR with the caveat to implement this on a product by product basis. There may be some products that this process will not be implemented for. For those products, the old process will stay in place. There will be a cost to expedite and amendments will need to be done. The approximate cost is in the \$150.00 - \$400.00 price range. A per day improvement charge would be assessed. Jill advised that the target list of phase 1 products is included in the response. Qwest is targeting July 31 for implementation. Bonnie verified that this will apply to Retail also. Jill advised yes, and a tariff would be filed. Jill will provide an update next month. This CR will move to Development Status.

April 21, 2004 CMP Meeting notes: Jill Martain - Qwest reviewed the response for this CR. Jill advised that Qwest would like to leave this CR in Evaluation Status as we look at individual products for expedites. Jill asked the CLEC community if they are willing to pay just and reasonable charge to expedite. Bonnie Johnson - Eschelon stated that these charges should apply to retail customers as well. Liz Balvin - MCI asked how this would work. Are the prices driven by what is on our Interconnection Agreement? Jill Martain advised there would be charges in the ICA, and the amendments would have to be written. Bonnie said they would have to be commission approved rates. Jill advised she is not the expert on this process but she believes so. Liz Balvin clarified that if the CLECs are not willing to opt into the contract, then they would follow the process that is effective today. Jill advised yes. Bonnie advised we do have situations when we have requested an expedite and Qwest denies it. Then the end user customer goes directly to Qwest and the expedite occurs. Jill advised we will keep this perspective in mind. This CR will move to Evaluation Status.

March 17, 2004 CMP Meeting John Berard - Covad presented the CR and explained that Qwest's Expedite Process is written based on certain situations, such as Medical Emergencies. However if the CLEC makes an error, there isn't a process to expedite for a CLEC error reason and the CLEC has to take a regular interval. We want a process to request a faster interval, and we are willing to pay for it. Eschelon supports the request and would like to understand what type of opportunities are available for our Retail customers and if they get charged for an expedite. Bonnie advised that they have had trouble getting their customer in service, and if their customer contacts our Retail organization themselves, they get service in okay. Ervin Rae - ATT advised that he has heard that Qwest leadership is in the process of reviewing our Expedite Process. Jill Martain - Qwest advised that we can take a look at all of these aspects and also review PC081403-1 as this CR is also requesting a 'Restoral Request Process'. This CR will move to Presented Status.

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Clarification Meeting February 27, 2004 1-877-552-8688 7146042#  
PC021904-1 Expedite Process for Provisioning - enhancements to existin  
process

Attendees John Berard - Covad Bryan Comras - Covad Mark Gonzales -  
Qwest Heidi Moreland - Qwest Jill Martain - Qwest Cindy Macy - Qwest

Meeting Agenda: 1.0 Introduction of Attendees Attendees introduced

2.0 Review Requested (Description of) Change John Berard - Covad reviewed the change request. John explained that Covad would like the title of the CR updated, as this is really a request for an enhancement to the existing expedite process. Cindy agreed to update the CR. John advised that the expedite process is limited today to certain types of orders and processes. For example, medical emergencies. We may find that it is Covad's error that caused the customer to be disconnected. We would like to be able to get our customers restored quicker than standard interval, when it is our error. We are willing to pay for this service. Other ILECs provide this service. We would like the criteria to be expanded to allow an expedite when the CLEC makes an error. Cindy Macy - Qwest asked for an example of this happening today. John Berard - Covad and Bryan Comras - Covad advised this relates to the Jeopardy process. When Covad fails to complete the order, but we complete the work at the DMARC the customer has service, but we do not close out the records so Qwest doesn't think the customer's service is working. Qwest issued a jeopardy notice and since we didn't respond to that notice within 30 days Qwest then cancelled the orders and the service gets disconnected. Covad then goes back and resends the order, but we have to wait the standard interval and that is too long for the end user customer to wait, especially if it is a business account. John Berard - Covad advised disconnects can also happen when the end user selects migration to a new ISP provider. This isn't as critical as the down time is usually very limited as they are hooked up to the new provider. Heidi Moreland - Qwest asked how often this happens? Bryan - Covad replied approximately 20 times per month for Qwest, or once a day on average. Bryan advised that we get faster turn around time on certain products. Heidi confirmed that Shared Loop has a shorter standard installation interval than an unbundled xDSL-capable loop. Heidi advised that the customer could be disconnected when the sync test fails and the notice is not cleared. The DSLAM port is done by the CLEC and the customer is in service. If a supplement is not sent by the CLEC, and if there is no response in 30 days, then the line gets cancelled and pulled down. Covad advised it shouldn't matter what the history or circumstances are, if we are willing to pay for the expedite.

3.0 Confirm Areas & Products Impacted DSL, Line Share, Designed and DSL Products (all products) This applies to any one that was in service and has gone out of service and needs to be set back up due to Customer or end-user error.

4.0 Confirm Right Personnel Involved Jill agreed to get with Joan Wells regarding the Workback / Restoral Request process

5.0 Identify/Confirm CLEC's Expectation Covad would like the ability to pay for an Expedited due date (restoral of disconnected end user) Covad would like to treat these like trouble reports and get the end user back in service in one day. 6.0 Identify any Dependent Systems Change Requests  
PC081403-1 Work Back Restoral Request

7.0 Establish Action Plan (Resolution Time Frame) Covad will present the CR at the March CMP Meeting Qwest will provide our Response at the April

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CMP Meeting

## QWEST Response

For Review by CLEC Community and Discussion at the May 19, 2004 CMP Meeting

May 12, 2004

Covad Communications John Berard, Director-Operations Support

SUBJECT: Covad's Change Request Response - CR #PC021904-1 Enhance Expedite Process for Provisioning

This letter is in response to Covad Communications Change Request (CR) PC021904-1. This CR requests that Qwest enhance the expedite process allow for an interval that is shorter than what is currently available for the product.

Qwest will accept PC021904-1 Enhancement to existing Expedite Process with the caveat that it will be looked at and implemented on a product by product basis. Qwest will continue to look at all of the individual products to determine if we will implement these changes. For those products where the expedite criteria/process does not change, Qwest will leave the existing expedite criteria and process in place. Additionally, as discussed previously, expedite charges will become applicable for all expedites except those that are due to Qwest caused reasons and amendments will be required to existing Interconnection agreements to implement those charges. If a CLEC chooses not to amend their Interconnection Agreement the current expedite criteria and process will be used.

The first phase of implementing a change to the expedite process will be around those products that are Designed Services. A list of those products is shown below. For Designed services, an expedite charge is applicable for each day that the due date is improved (unless the expedite is due to a Qwest caused reason). We are targeting an implementation date of July 31, 2004, pending approval of the Interstate FCC#1 tariff, individual state tariffs and Interconnection agreements.

Following are a list of products that will be included in Phase 1: Product UBL all except 2w/4w analog Analog PBX DID Private Line (DS0, DS1, DS2 or above) ISDN PRI T1 ISDN PRI Trunk ISDN BRI Trunk Frame Relay Trunk DESIGNED TRUNKS (Includes designed PBX trunks) Trunk MDS / MDSI DPAs (multiple DPAs or FX, FCO) Trunk UBL DID (Unbundled digital trunk)

For Review by the CLEC Community and Discussion at the April 21, 2003 CMP Meeting

April 14, 2004

Covad John Berard Director - Operations/Change Management

SUBJECT: CR # PC021904-1 Enhance Expedite Process for Provisioning

This letter is in response to Covad's Change Request (CR) PC021904-1 Enhance Expedite Process for Provisioning. This CR requests that Qwest

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enhance the Expedite process to allow for an interval that is shorter than what is currently available for the product.

Qwest would like to leave this CR in evaluation status as it needs to continue to look at the individual products and provisioning processes that are impacted by this request. Qwest will provide an updated response at the May CMP meeting. Qwest will move this CR to Evaluation status.

Sincerely,

Jill Martain Qwest Communications

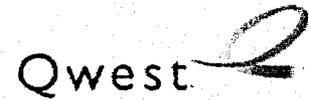
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**Information Current as of 3/29/2006**

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**Announcement Date:** June 15, 2004  
**Proposed Effective Date:** July 30, 2004

**Document Number:** PROS.06.15.04.F.01792.ExpeditesV11  
**Notification Category:** Process Notification  
**Target Audience:** CLECs, Resellers

**Subject:** CMP - Expedites & Escalations Overview V11.0

**Level of Change:** Level 3  
**Associated CR Number or System Release Number:** CLEC CR # PC021904-1

**Summary of Change:**

On June 15, 2004, Qwest will post planned updates to its Wholesale Product Catalog that include new/revised documentation for Expedites & Escalations Overview V11.0. These will be posted to the Qwest Wholesale Document Review Site located at <http://www.qwest.com/wholesale/cmp/review.html>.

Qwest is modify/changing the existing manual Expedite process to incorporate two processes. These are described as Pre-Approved and Expedites Requiring Approval.

Current operational documentation for this product or business procedure is found on the Qwest Wholesale Web Site at this URL: <http://www.qwest.com/wholesale/clecs/exescover.html>.

**Comment Cycle:**

CLEC customers are encouraged to review these proposed changes and provide comment at any time during the 15-day comment review period. Qwest will have up to 15 days following the close of the comment review to respond to any CLEC comments. This response will be included as part of the final notification. Qwest will not implement the change sooner than 15 days following the final notification.

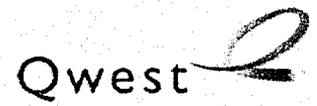
Qwest provides an electronic means for CLEC customers to comment on proposed changes. The Document Review Web Site provides a list of all documents that are in the review stage, the process for CLECs to use to comment on documents, the submit comment link, and links to current documentation and past review documents. The Document Review Web Site is found at <http://www.qwest.com/wholesale/cmp/review.html>. Fill in all required fields and be sure to reference the Notification Number listed above.

**Timeline:**

Planned Updates Posted to Document Review Site	Available June 15, 2004
CLEC Comment Cycle on Documentation Begins	Beginning June 16, 2004
CLEC Comment Cycle Ends	5:00 PM, MT June 30, 2004
Qwest Response to CLEC Comments (if applicable)	Available July 15, 2004 <a href="http://www.qwest.com/wholesale/cmp/review_archive.html">http://www.qwest.com/wholesale/cmp/review_archive.html</a>
Proposed Effective Date	July 30, 2004

**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.

This document contains confidential information. If you are not a party to this proceeding, you should not disseminate this information to other parties. If you are a party to this proceeding, you should not disseminate this information to other parties without the consent of the Commission. This document is the property of the Commission and is loaned to you for your use only. It is not to be distributed outside your organization. If you have any questions, please contact the Commission at (602) 974-3400.



If you have any questions on this subject, please submit comments through the following link:  
<http://www.qwest.com/wholesale/cmp/comment.html>.

Sincerely,

Qwest

Arizona Corporation Commission  
Docket No. T-0105B-06-0257  
Docket No. T-03406A-06-0257  
Eschelon Telecom of Arizona, Inc.  
Direct Testimony of Bonnie J. Johnson  
Exhibit BJJ - A-2  
July 13, 2006

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Arizona Corporation Commission  
Docket No. T-0105B-06-0257  
Docket No. T-03406A-06-0257  
Eschelon Telecom of Arizona, Inc.  
Direct Testimony of Bonnie J. Johnson  
Exhibit BJJ - A-2  
July 13, 2006

## Qwest Response to Document In Review

**Response Date:** July 15, 2004  
**Document:** Product/Process: Expedites & Escalations Overview V11  
**Original Notification Date:** June 29, 2004  
**Notification Number:** PROS.06.29.04.F.01840.ReissueExpeditesV11  
**Category of Change:** Level 3

Qwest recently posted proposed updates to Expedites & Escalations Overview V11. CLECs were invited to provide comments to these proposed changes during a Document Review period from June 30, 2004 through July 14, 2004. 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](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](mailto:cmpcomm@qwest.com).

### Qwest Response to Product/Process: Expedites & Escalations Overview V11 Comments

#	Page/ Section	CLEC Comment	Qwest Response
1		<p><i>Eschelon</i> <i>June 18, 2004</i> Comment Eschelon objects to Qwest's premature process change based on the following reasons.</p> <p>1. Covad submitted a CR for an expedite request. Qwest has not worked collaboratively with the CLECs to determine a process to meet the needs of all CLECs. Eschelon asks Qwest to hold ad-hoc meetings to define a process that meets all CLECs needs.</p>	<p>Based on the Eschelon comment associated with CR PC 021904-1, Qwest held an Ad hoc meeting on July 9, 2004 to discuss the proposed updates to this PCAT. The Qwest responses to these CLEC comments are based on the Ad hoc meeting discussion.</p> <p>1. For the designed product set, Qwest had discussions during several monthly Product/Process CMP meetings regarding the planned direction. Qwest did not schedule additional ad-hoc meetings for this product set since the questions and discussion did not seem to warrant it. As a result of the comments received on this level 3 notice, Qwest held an Ad hoc meeting on July 9, 2004 to run through the process and clarify any issues or concerns. Minor updates will be made to the PCAT as a result of that meeting. (See below for the specific PCAT updates.) Non-design services still need</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.

2. Qwest proposed process says "If your ICA does not contain, or has not been amended to include language for expedites with an associated "per day" expedite rate, or if the request is for a product that is not listed in the "Pre-Approved Expedites" section below, the following expedite process applies." Qwest has not provided any amendment language or exhibit A pricing.

3. Qwest will confirm that if a CLEC chooses not to sign the amendment and pay the Qwest approved rates (when Qwest obtains approved rates) how this will impact resources for those CLECs requesting expedites for the "conditions" listed in Qwest Expedite and Escalation Overview. All CLECs have been on equal footing for expediting approval. This will change those dynamics.

4. Qwest confirmed in two consecutive monthly meetings (see Qwest CMP April and May 2004 Product/Process meeting minutes) that no CLEC would be charged for expedites that Qwest did not charge its own retail customers. Has Qwest filed and obtained approved rates to charge retail and wholesale customers in each state? If so please provide the detail.

5. Qwest has not included some of the most basic products in the "Pre-approved Expedite List" such as UNE-P, Resale POTS and Centrex and analog loops. Will Qwest be expanding the list?

to be addressed and Qwest plans to hold ad-hoc meetings for those products to collaboratively work the expedite process for that sub-set of services.

This comment is accepted.

2. Qwest is working on the contract amendment language and is targeting July 26, 2004 to have it posted to the web.

The details of the tariff pricing and changes are available externally through the normal tariff filing notices.

This comment is accepted.

3. If a CLEC chooses not to sign the amendment and pay the approved rates, this will not impact resources. For Qwest's Retail and Access customers, they are bound by the terms established in the tariffs (which have been or are in the process of being filed). Qwest did not want to shut the door for its Interconnect customers because of existing contractual obligations, so is offering those customers two options: 1) To be able to expedite without reason for a per-day improved rate, like the Retail and Access customer, or 2) Continue with the existing process that is in place. Qwest is providing the Interconnect customers an additional option. If the CLEC chooses option 2, and the expedite reason is for one of those listed in the PCAT, they are given the same opportunity at having the due date requested.

This comment is accepted.

4. Qwest is filing the appropriate tariffs with the target effective date of July 31, 2004. The details of those tariff changes are available externally through the normal tariff filing notices.

This comment is accepted.

5. As communicated at the CMP monthly Product and Process meetings and in the July 9, 2004 Ad hoc meeting, this proposed change is for designed services only at this time. Qwest is continuing to look at non-designed services and plans to hold ad-hoc meetings with the CLEC community.

This comment is accepted.

	<p>6. Qwest should not discuss or determine rates in CMP. The Commission should approve rates.</p>	<p>6. Qwest agrees rate discussion or determination is outside of CMP. The rates are being filed in the individual tariffs and implemented when approved by the Commission. Qwest is offering the same rate to the CLEC community that is being filed in the tariffs through their Interconnect Agreements that can be effective on July 31, 2004 as well.</p> <p>This comment is accepted.</p>
<p>2</p>	<p><i>MCI</i>  <i>July 6, 2004</i>  Comment The following summarizes the processes used within Qwest for all Wholesale Products and Services": It appears Qwest is restricting this process to local products and services?, Is that Qwest's intent? If not, Qwest should expand to cover Access Products and Services Expedites Requiring Approval section state "Following is a list of conditions where an expedite is granted:</p> <ul style="list-style-type: none"> <li>• Fire</li> <li>• Flood</li> <li>• Medical emergency</li> <li>• National emergency</li> <li>• Conditions where your end-user is completely out of service (primary line)</li> <li>• Disconnect in error by Qwest</li> <li>• Requested service necessary for your end-user's grand opening event delayed for facilities or equipment reasons with a future RFS date</li> <li>• Delayed orders with a future RFS date that meet any of the above described conditions"</li> </ul> <p>MCI Comment: Please clarify, under the above conditions, does Qwest automatically grant expedited due dates upon LRS/ASR request? In addition, under the above conditions, are there fees Qwest will assess?</p> <p>Approved Expedite Request section states "On LSRs, if the expedited request is approved and the original request contained the expedited due date and the EXP field was populated, Qwest will return a Firm Order Confirmation (FOC) with acknowledging the agreed to expedited due date. If the expedited or agreed to due date is different from what was originally submitted on the LSR, Qwest will indicate via the appropriate PIA value on the Local Request FOC form that the due date has been changed from the ASR or LSR, Qwest will original</p>	<p>Qwest's intent is to include all tariffs as well as the Interconnection Agreements (ICAs) that can order these products in this process. This PCAT addresses specifically the products that are ordered under Interconnect Agreements. Qwest is in the process of filing the FCC #1 Interstate and individual state tariffs and updating product catalogs for the Access and Retail customers which are also included in the Pre-Approved expedite process.</p> <p>This comment is accepted.</p> <p>For the "Expedites Requiring Approval" process, the request is not automatically granted when the LSR is received, however, after a call has been placed into Qwest, Qwest will review and then approve or deny the expedited request. If approved, there are no fees associated with the Expedites Requiring Approval process.</p> <p>Based on discussion in the July 9, 2004 Ad Hoc meeting, the PCAT will be reworded slightly to clarify this. The following paragraph in the PCAT will be modified to read:  <b>Expedites Requiring Approval</b>  For products not listed in the Pre Approved Expedite section below (non-designed products such as POTS, Centrex or DSL service), or if your ICA does not contain, or has not been amended to include language for expedites with an associated "per day" expedite rate for those specified designed services, the following expedite process applies. Expedite charges are not applicable with the Expedited Requiring</p>

	<p>request.</p> <p>For ASRs, contact you and request that you supplement your request with the agreed to expedited date. The EXP field on the supplement ASR or LSR must also be populated. If the supplement is not received within four business hours, Qwest will continue to process the ASR or LSR as if the expedited request is approved, Qwest will return a FOC with the expedited due date. was not received and will FOC back the standard interval or the original due date provided on the ASR or LSR if it was longer than the standard interval."</p> <p>MCI Comment: How will Qwest contact the CLEC to request a supplement? Will a reject/jeopardy be issued?</p> <p>Pre-approved Expedite Section states "Following is a list of the products that may be expedited and will receive the appropriate Expedite Charge:</p> <ul style="list-style-type: none"> <li>• UBL all except 2w/4w analog</li> <li>• Analog PBX DID</li> <li>• Private Line (DS0, DS1, DS3 or above)</li> <li>• ISDN PRI T1</li> <li>• ISDN PRI Trunk</li> <li>• ISDN BRI Trunk</li> <li>• Frame Relay Trunk</li> <li>• DESIGNED TRUNKS (Includes designed PBX trunks) Trunk</li> <li>• MDS / MDSI (IIS Only)</li> <li>• DPAs (multiple DPAs or FX, FCO) Trunk</li> <li>• UBL DID (Unbundled digital trunk)</li> <li>• UBL DS1 (Unbundled digital trunk facility)</li> <li>• UNE-C PL (EEL)</li> <li>• UNE-P ISDN BRI</li> <li>• UNE-P DSS Facility</li> <li>• UNE-P DSS Trunk</li> <li>• UNE-P PRI ISDN Facility</li> <li>• UNE-P PRI ISDN Trunk</li> <li>• UNE-P PBX Designed Trunks</li> <li>• UNE-P PBX DID IN-Only Trunks</li> <li>• UDIT</li> <li>• LIS</li> </ul>	<p>Approval process.</p> <p>This comment is accepted.</p> <p style="text-align: center;">Arizona Corporation Commission Docket No. T-0105B-06-0257 Docket No. T-03406A-06-0257 Eschelon Telecom of Arizona, Inc. Direct Testimony of Bonnie J. Johnson Exhibit BJJ - A-2 July 13, 2006</p> <p>No notice will be issued. Today, when the CLEC calls into the call center, Qwest deals with you in a verbal manner. If a supplement is required, the person who contacted Qwest to request the expedite will be notified to supplement the LSR or ASR.</p> <p>This comment is accepted.</p>
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rest 

	<ul style="list-style-type: none"><li>• CCSAC SS7 Trunk or Facility</li><li>• Unbundled Dark Fiber"</li></ul> <p>MCI Comment: Are all the products listed local? Please distinguish which products are Local vs. Access and which require an LSR and vs. an ASR?</p>	<p>The products in this PCAT are specifically targeted for customers who order Local Interconnection service. The tariffs that are being updated, i.e., the FCC #1, outline which products are included in the actual tariff. The Local Interconnection products that are ordered via an ASR today that are on the list are LIS, UDIT, CCSAC and Unbundled Dark Fiber.</p> <p>This comment is accepted.</p>
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June 29, 2004

Kim Isaacs  
Eschelon Telecom Inc.  
730 2nd Avenue South - Suite 900  
Minneapolis, MN 55402  
kdisaacs@eschelon.com

TO:Kim Isaacs

<b>Announcement Date:</b>	June 29, 2004
<b>Proposed Effective Date:</b>	July 31, 2004
<b>Document Number:</b>	PROS.06.29.04.F.01840.ReissueExpeditesV11
<b>Notification Category:</b>	Process Notification
<b>Target Audience:</b>	CLECs, Resellers
<b>Subject:</b>	CMP - Expedites & Escalations Overview V11 Reissue
<b>Level of Change:</b>	Level 3
<b>Associated CR Number or System Release Number:</b>	Not Applicable

**Summary of Change:**

On June 29, 2004, Qwest will post planned updates to its Wholesale Product Catalog that include new/revised documentation for Expedites & Escalations Overview V11. These will be posted to the Qwest Wholesale Document Review Site located at <http://www.qwest.com/wholesale/cmp/review.html>

Qwest is modifying/changing the existing manual Expedite process to incorporate two processes. These are described as Pre-Approved and Expedites Requiring Approval. This change was previously noticed on June 15, 2004 and then retracted on June 29, 2004. The reissuance of this PCAT update includes a change associated with state applicability to exclude Washington.

Current operational documentation for this product or business procedure is found on the Qwest Wholesale Web Site at this URL: <http://www.qwest.com/wholesale/clecs/exescoper.html>

**Comment Cycle:**

CLEC customers are encouraged to review these proposed changes and provide comment at any time during the 15-day comment review period. Qwest will have up to 15 days following the close of the comment review to respond to any CLEC comments. This response will be included as part of the final notification. Qwest will not implement the change sooner than 15 days following the final notification.

Qwest provides an electronic means for CLEC customers to comment on proposed changes. The Document Review Web Site provides a list of all documents that are in the review stage, the process for CLECs to use to comment on documents, the submit comment link, and links to current documentation and past review documents. The Document Review Web Site is found at <http://www.qwest.com/wholesale/cmp/review.html>. Fill in all required fields and be sure to reference the Notification Number listed above.

Arizona Corporation Commission  
 Docket No. T-0105B-06-0257  
 Docket No. T-03406A-06-0257  
 Eschelon Telecom of Arizona, Inc.  
 Direct Testimony of Bonnie J. Johnson  
 Exhibit BJJ - A-2  
 July 13, 2006

**Timeline:**

Planned Updates Posted to Document Review Site	Available June 29, 2004
CLEC Comment Cycle on Documentation Begins	Beginning June 30, 2004
CLEC Comment Cycle Ends	5:00 PM, MT July 14, 2004
Qwest Response to CLEC Comments (if applicable)	Available July 16, 2004 <a href="http://www.qwest.com/wholesale/cmp/review_archive.html">http://www.qwest.com/wholesale/cmp/review_archive.html</a>
Proposed Effective Date	July 31, 2004

If you have any questions on this subject, please submit comments through the following link:  
<http://www.qwest.com/wholesale/cmp/comment.html>.

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: Anne Hanson  
 Jeff Tietz

Qwest Communications 1600 7th Ave Room 1806 Seattle WA 98008

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**ATTACHMENT A-3**

**3. Expansion of the Original Conditions to Add Additional Conditions**

Arizona Corporation Commission  
Docket No. T-0105B-06-0257  
Docket No. T-03406A-06-0257  
Eschelon Telecom of Arizona, Inc.  
Direct Testimony of Bonnie J. Johnson  
Exhibit BJJ - A-3  
July 13, 2006

## Expedites and Escalations Overview – V21.0V22.0

*History Log* (Link italicized text to: Replace Existing Download With Attached History Log)

### Introduction

Qwest quickly responds to your escalation or expedite requests offering you clear and complete explanations so you can satisfactorily respond to your end-users.

- Expedites are requests for an improved standard interval that is shorter than the interval defined in our **Service Interval Guide (SIG)** (Link italicized text to: <http://www.qwest.com/wholesale/guides/sig/index.html>) or your interconnection Agreement (ICA), Individual Case Basis (ICB) or committed to ICB (Ready for Service (RFS) + Interval) date.
- Escalations can be initiated for any issue, at anytime, and at any escalation point. Escalations can also be for requests for status or intervention around a missed date.

The following summarizes the processes used within Qwest for all Wholesale Products and Services to handle expedite and escalation requests.

### Expedites

Requesting an expedite follows one of two processes, depending on the product being requested and the language in your Interconnection Agreement (ICA). If the request being expedited is for a product on the list of products in the "Pre-Approved Expedites" (see below) and your ICA has language supporting expedited requests with a "per day" expedite rate, then the requested does not need approval. If the request being expedited is for a product that is not on the defined list, or your ICA does not support a "per day" expedite rate, then the expedited request follows the process defined in the "Expedites Requiring Approval" section below.

#### ~~Expedites Requiring Approval~~ **Expedites Requiring Approval**

For products not listed in the Pre-Approved Expedite section below, (non-designed products such as POTS, Centrex or DSL service), or if your ICA does not contain, or has not been amended to include language for expedites with an associated "per day" expedite rate for those specified designed services, the following expedite process applies. Expedite charges are not applicable with the Expedites Requiring Approval process.

Following is a list of conditions where an expedite is granted:

- Fire
- Flood
- Medical emergency
- National emergency
- Conditions where your end-user is completely out of service (primary line)
- Disconnect in error by Qwest
- Requested service necessary for your end-user's grand opening event delayed for facilities or equipment reasons with a future RFS date
- Delayed orders with a future RFS date that meet any of the above described conditions
- National Security
- Business Classes of Service unable to dial 911 due to previous order activity
- Business Classes of Service where hunting, call forwarding or voice mail features are not working correctly due to previous order activity where the end-users business is being critically affected

For any of the above conditions, expedited request can be made either prior to, or after submitting your service request.

To request an expedite on a Local Service Request (LSR) you can either:

- Submit the request with your expedited due date and populate the EXP field. Also include in REMARKS the reason for the expedited request and then call the Qwest Call Center.
- Submit the request with a due date interval from our SIG (Link italicized text to: <http://www.qwest.com/wholesale/guides/sig/index.html>) or your ICA and then call the Qwest Call Center.

In both scenarios, a call to the Qwest Call Center is required on 1-888-796-9087 to process the expedited request.

To request an expedite on service requests issued via an Access Service Request (ASR), you may use either of the options described above for LSRs to submit the ASR. You should then call 1 800-244-1271

You may be asked to provide verification of the expedited reason or situation, such as in medical emergencies or grand opening events for any of the expedite reasons listed above. In some cases, you may be asked for the service order number that caused the expedite condition, such as the service order number that caused the hunting or call forwarding expedite. The type of verification required will depend on the specific circumstances of the expedite and will be determined on an Individual Case Basis (ICB).

Once your expedite request is received, your Wholesale representative will review the request based on the previous list of available expedite scenarios to determine if the request is eligible for an expedite. If approved, the next step is to contact our Network organization to determine resource availability.

Depending on the type of service on the account, the following action is taken once the request is determined to be eligible for an expedited due date:

#### **Non-Designed/No Dispatch Required**

For requests that do not require a dispatch, the order is issued with the expedited due date.

#### **Non-Designed/Dispatch Required**

For requests that require a dispatch, the Network organization is contacted to determine Technician availability. If appointments are available on the requested due date, your expedite is granted. If no appointments are available, then Qwest will offer an alternative date, if one is available, prior to the requested due date. You can expect to receive a response to your expedited request usually within four business hours.

#### **Designed Services**

For Designed Services, the Network organization is contacted to determine resource availability for the Central Office and Outside Technicians as well as for the Testers that work with you to accept the service. You can expect to receive a response usually within four business hours.

#### **Approved Expedited Requests**

If the expedited request is approved and the original request contained the expedited due date and the EXP field was populated, Qwest will return a Firm Order Confirmation (FOC) acknowledging the agreed to expedited due date. If the expedited or agreed to due date is different from what was originally submitted on the ASR or LSR, Qwest will contact you and request that you supplement your request with the agreed to expedited date. The EXP field on

the supplement ASR or LSR must also be populated. If the supplement is not received within four business hours, Qwest will continue to process the ASR or LSR as if the expedited request was not received and will FOC back the standard interval or the original due date provided on the ASR or LSR if it was longer than the standard interval.

Arizona Corporation Commission  
Docket No. T-0105B-06-0257  
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Exhibit BJJ - A-3  
July 13, 2006

### Denied Expedited Requests

If denied, then we will provide you reasons that the request was denied or we will offer an alternative date that we could install the service. If the request is denied, and you still want to continue to have Qwest provision the service request, Qwest will return a FOC with the standard interval or the original due date provided on the FOC if it was longer than the standard interval.

### Pre-Approved Expedites

The Pre-Approved expedite process is available in all states except Washington for the products listed below when your ICA contains language for expedites with an associated per day expedite charge. An expedite charge applies for every day that the due date interval is improved, based on the standard interval in the SIG, ICA, or ICB criteria as described above. It is not necessary for you to call into Qwest to have the expedite approved. To expedite a service request on an ASR or LSR you must populate the EXP field and put the desired expedited due date in the DDD field on the ASR or LSR.

NOTE: If you order Resold Design Products, which are identified below, you do not need to sign an amendment. You are automatically included based on the terms and conditions outlined in the ICA and individual state tariffs, catalogs or price lists.

When Qwest receives an ASR or LSR with the EXP populated and the DDD is less than the standard interval, Qwest will determine if the request is eligible for an expedite without a call from you. If the request meets the criteria for the Pre-Approved Expedite process, Qwest will process the request and return a FOC acknowledging the expedited due date. The appropriate expedite charge will be added to your service order.

If the request does not meet the criteria for the Pre-Approved Expedite process, the ASR or LSR will be processed under the guidelines for Expedites Requiring Approval as described above.

Following is a list of the products, which require an amendment and may be expedited that will receive the appropriate Expedite Charge:

- UBL all except 2w/4w analog
- UBL DID (Unbundled digital trunk)
- UBL DS1 (Unbundled digital trunk facility)
- UNE-C PL (EEL)
- UNE-P ISDN BRI
- UNE-P DSS Facility
- UNE-P DSS Trunk
- UNE-P PRI ISDN Facility
- UNE-P PRI ISDN Trunk
- UNE-P PBX Designed Trunks
- UNE-P PBX DID IN-Only Trunks
- UDIT
- LIS
- CCSAC SS7 Trunk or Facility
- Unbundled Dark Fiber

Following is a list of Resold Designed Products, which do not require an amendment, which may be expedited and will receive the appropriate expedite charge:

- Analog PBX DID
- Private Line (DS0, DS1, DS3 or above)
- ISDN PRI T1
- ISDN PRI Trunk
- ISDN BRI Trunk
- Frame Relay Trunk
- DESIGNED TRUNKS (Includes designed PBX trunks) Trunk
- MDS / MDSI (*IIS Only*)
- DPAs (multiple DPAs or FX, FCO) Trunk

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July 13, 2006

Note: Any requests that are expedited due to a Qwest caused reason, do not incur an expedite charge. Additionally, if the due date of an expedited request is missed due to Qwest reasons, expedite charges do not apply.

If the order becomes a Delayed Order on the due date, Qwest will cooperatively work with you to obtain the best Ready For Service date (RFS) possible and expedite charges do not apply.

#### **Expedites Supporting Non-Qwest caused Restoral Requests**

This process includes Restoral Requests on Resale/UNE-P/Retail to Resale or UNE-P Conversions and Transfer of Service when the service orders have completed. This process applies to Resale/UNE-P POTS, Resale/UNE-S and Resale UNE-P Centrex 21 products, including DSL.

You will follow this documented **Expedite** process as outlined when you require an expedite to a standard interval in order to restore an end-user due to a Non-Qwest caused out of service condition. An expedite restoral request is a result of your inability to complete a conversion or outside move service request where you were unable to cancel or change the due date on the service order(s) prior to order completion. Restoral requests may involve you alone, a Qwest Retail account and you, or you and a different CLEC on conversion and outside move (T & F) type service order's. Restoral requests will be accepted for both full and partial restorals.

When an expedite restoral request situation occurs, refer to the following when you prepare your service request:

- Issue the Restoral Request LSR as directed per the Decision Charts and order type scenario's.
  - Populate the RPON field with the PON used on the original LSR if available
  - Populate the EXP field
  - Populate Manual IND = Y
  - The REMARKS field can be populated with the specific reason for the request such as:
    - Restoral request Full, Resale to UNE-P conv, restore original service, Or
    - Restoral request, Partial, Resale to UNE-P conv, restore original service, Or
    - Restoral request, Partial, UNE-P to Resale conv, restore original service, Or
    - Restoral request, Full, Resale or UNE-P T&F, restore F location, etc., Or
    - Restoral Request, Restore original full service back to CLEC XXXX, Or
    - Restoral Request, Restore original partial service back to CLEC XXXX, Or
    - Restoral Request, Restore original F Loc service, full/partial back to old CLEC
    - Restoral Request, Disc service, restore original Retail service, full/partial
- Contact the Wholesale Interconnect Services Center (ISC) at 888 796-9087
- Open an Escalation ticket.

- Request a Warm Transfer to the Customer Service Inquiry and Education Center (CSIE) Tier 1 support group.
- Request a Restoral Request for Previous Service.
- Provide LSR ID if appropriate per Decision Chart and order type scenario's.

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**Benefits**

- Expedited intervals for restoral of previous service
- Uniform documented process for restoral requests
- Qwest will negate the one month minimum billing on a disconnect or conversion service order as applicable.

**Restrictions**

- You must issue appropriate LSRs first (if directed to do so per the Decision Chart below) followed by opening a Call Center escalation ticket. Restoral requests received prior to new LSR issuance will not be accepted, excludes Qwest Retail restorals.
- Standard intervals must be used when submitting LSRs, CSIE will expedite due date appropriately for restoral
- Expedited restoral requests must be requested within 24 hours, extending into the next business day, following the LSR completion date. Restoral requests received after 3 PM will be considered next business day work activity; this includes restoral requests received after 3 PM on Saturday based on the SIG (except for DSL)."
- Service being restored must be the same type of service with same features, same TN's, etc. as was previously provisioned. Full or partial restorals are acceptable.
- Qwest will reuse facilities when the facilities are available for the restoral.
- All applicable recurring and non-recurring charges will apply, based on order completion and physical work that was completed or needs to be completed to restore service. Retail practices will apply when restoring Qwest Retail accounts.
- When a restoral involves two CLECs, it is up to you and the old CLEC to coordinate and agree upon an expedite, prior to opening up the Call Center Escalation ticket(s).
- Expedite charges may apply based upon individual interconnection agreements, state tariffs or SGATS.

The following **Order Type Scenario's** are included in this restoral process:

1. Resale / UNE-P T & F, same CLEC
2. Resale to UNE-P Conversion as is, same CLEC
3. Resale to UNE-P Conversion as specified, same CLEC
4. UNE-P to Resale Conversion as is, same CLEC
5. UNE-P to Resale Conversion as specified, same CLEC
6. Resale / UNE-P Migration to new CLEC with move via single LSR
7. Resale to UNE-P Conversion as is, to a new CLEC
8. Resale to UNE-P Conversion as specified, to a new CLEC
9. UNE-P to Resale Conversion as is, to a new CLEC
10. UNE-P to Resale Conversion as is, to a new CLEC
11. Qwest Retail to Resale / UNE-P Conversion as is
12. Qwest Retail to Resale / UNE-P Conversion as specified
13. Qwest Retail to Resale / UNE-P Conversion with move via single LSR process

Decision Chart, Scenario's 1-5, Same CLEC		
IF	AND	THEN
Conversion, Migration and/or Move Service Order has completed	You want full or partial restoral of previous service	<ul style="list-style-type: none"> <li>• Issue Restoral Request LSR as appropriate based on order scenario and order completion, such as a New Connect, Change or Conversion with or without move, Transfer of Service or</li> </ul>

	Disconnect • Follow expedite procedures
--	--

Decision Chart, Scenario's 6-10, To a New CLEC		
IF	AND	THEN
Conversion, Migration and/or Move Service Order has completed	You want full or partial restoral of previous service	<ul style="list-style-type: none"> <li>• Either the end-user, or the new CLEC and the end-user must contact the old CLEC's Customer Contact Center and request that the end-user's service be re-established as previously provisioned for the old CLEC on Resale or UNE-P service</li> <li>• Old CLEC must follow expedite procedures</li> <li>• Old CLEC will issue Restoral Request LSR as appropriate based on order scenario and order completion, such as a New Connect, Change or Conversion with or without move</li> <li>• New CLEC must follow expedite procedures</li> <li>• New CLEC will issue Disconnect LSR if required based on order scenario and order completion</li> <li>• Old and new CLECs will coordinate their order activity</li> <li>• Contact your Qwest Service Manager if you require assistance with old CLEC contact</li> </ul>

Decision Chart, Scenario's 11-13, Conversion from Qwest Retail to New CLEC		
IF	AND	THEN
Conversion, Migration and/or Move Service Order has Completed	You want full or partial restoral of previous service	<ul style="list-style-type: none"> <li>• Contact the Wholesale ISC Call Center at 888 796-9087</li> <li>• Open an Escalation ticket</li> <li>• Request a warm transfer to the CSIE Tier 1 support group</li> <li>• Place a verbal Restoral Request for Previous Retail Service, full or partial restoral</li> <li>• CSIE will advise you if a</li> </ul>

new LSR will need to be issued by you

- If a new LSR is needed and is not issued within 2 business hours, the escalation ticket will be closed. If this occurs, the CLEC must start the expedite process again once the LSR has been issued as directed.

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## Escalations

Escalations are a request for status or intervention around a missed critical date such as:

- Plant Test Date (PTD)
- Due Date (DD)
- Ready For Service (RFS)

Qwest's Service Centers pro-actively escalate any critical dates in jeopardy and will notify you. If, however, you find it necessary to initiate an escalation, call the assigned Qwest Wholesale Center Representative at one of the numbers listed in the Expedites section for assistance. Regardless of how initiated, by you or internally, Qwest escalation roles and responsibilities can be summarized as:

- Qwest Wholesale Center Representatives  
Local Service Request (LSR) or Access Service Request (ASR) escalations related to Rejects/Delayed orders, critical dates and Firm Order Confirmations (FOC).
- Qwest Service Manager  
Involved only after normal processes fail to resolve the escalation to your satisfaction. Evaluates the situation based on commitments managing associated resolution activities.
- Qwest Senior Service Manager/Director  
Involved only when the Service Manager's efforts are unsuccessful. Provides direction to those working the issue, partnering with Center Coaches and Team leaders.
- Qwest Senior Service Director/Vice President  
Contacted for direction and/or assistance for those working the escalation, providing timely status updates back to the prior level and you directly.

### Escalations – Maintenance and Repair

At your discretion, you may initiate an escalation of your trouble report through our electronic interface Customer Electronic Maintenance and Repair (CEMR) or by calling either the Account Maintenance Support Center (AMSC) for Unbundled Network Elements (UNEs) and Complex services or the Repair Call Handling Center (RCHC) for Plain Old Telephone Service (POTS) and Non-Complex services. Refer to our [Maintenance and Repair Overview](http://www.qwest.com/wholesale/clecs/maintenance.html) (Link italicized text to: <http://www.qwest.com/wholesale/clecs/maintenance.html>) for additional information. You will be referred to [Held, Escalated & Expedited Tool \(HEET\)](http://www.qwest.com/wholesale/systems/heet.html) (Link italicized text to: <http://www.qwest.com/wholesale/systems/heet.html>) for ongoing status if your service was requested on an ASR.

### Escalations – Technical Escalation Process

Additional information about the Technical Escalation Process can be obtained from Qwest's [Operations Support Systems General Information](http://www.qwest.com/wholesale/systems/generalinfo.html). (Link italicized text to: <http://www.qwest.com/wholesale/systems/generalinfo.html>)

Note: Occasionally, your end-user may find their way to the Qwest Wholesale Center or Qwest Service Manager and our Wholesale Center Representatives will explain that you are our customer and direct them to you for assistance.

Should you have questions, or need additional information related to the expedite or escalation processes defined above, contact your **Qwest Service Manager** (Link italicized text to: <http://www.qwest.com/wholesale/clecs/accountmanagers.html>) for assistance.

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## Training

### Qwest 101 "Doing Business With Qwest"

This introductory instructor-led training course is designed to teach the CLEC and Reseller how to do business with Qwest. It will provide a general overview of products and services, Qwest billing and support systems, processes for submitting service requests, reports, and web resource access information. Click here (Link italicized text to: [http://www.qwest.com/wholesale/training/ilt\\_desc\\_qwest\\_101.html](http://www.qwest.com/wholesale/training/ilt_desc_qwest_101.html)) for course detail and registration information.

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## Contacts

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

Expedites and Escalations

- Local Service Requests (LSRs)

Wholesale Center			
Tier	Responsibility	Activity	Contacts
Tier 0	Interconnect Service Center (ISC)	First point of contact for CLECs Ticket opened	888-796-9087
Tier 1	Customer Service Inquiry and Education Center (CSIE)	Respond to issues not resolved at Tier 0	888-796-9087
Tier 2	Subject Matter Expert (SME), Team Leaders, Team Coaches	Respond to issues not resolved at Tier 1	800-366-9974 After Hours Duty Pager: 612-622-3624
Tier 3	Appropriate Qwest Service Manager	Respond to issues not resolved at Tier 2	Service Manager (Link italicized text to: <a href="http://www.qwest.com/wholesale/clecs/accountmanagers.html">http://www.qwest.com/wholesale/clecs/accountmanagers.html</a> )

A call center ticket is opened on every call into the ISC or the CSIE Center. Upon resolution of the ticket a close code is assigned to the ticket. Upon request the close code is provided to you. Should you disagree with the codes used to close the ticket you will use the escalation process. For a list of the close codes used at the CSIE level see the Call Center Database Ticket Reports section of the *Ordering Overview PCAT* (Link italicized text to: <http://www.qwest.com/wholesale/clecs/ordering.html>).

- Access Service Requests (ASRs)

	Products & Services	Contacts	Fax
	All	800-244-1271	515-286-6160

- Non ASR/LSRs

	Products & Services	Contacts	Fax
	All	800-244-1271	515-286-6160

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## Frequently Asked Questions

This section is currently being compiled based on your feedback.

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**Last Update:** ~~April 25, 2005~~ June 23, 2005

META Tags: Expedites; Escalations

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**Announcement Date:** May 09, 2005  
**Proposed Effective Date:** June 23, 2005  
**Document Number:** PROS.05.09.05.F.02892.Expedites\_Escalations\_V22  
**Notification Category:** Process Notification  
**Target Audience:** CLECs, Resellers  
**Subject:** CMP - Expedites and Escalations Overview V22  
**Level of Change:** Level 3  
**Associated CR Number or System Release Number:** CLEC CR # PC021904-1

**Summary of Change:**

On May 9, 2005, Qwest will post planned updates to its Wholesale Product Catalog that include new/revised documentation for Expedites and Escalations Overview V22. These will be posted to the Qwest Wholesale Document Review Site located at <http://www.qwest.com/wholesale/cmp/review.html>.

Qwest is updating the Expedites Requiring Approval section to modify/change the existing manual process by adding three additional Expedite reasons. Qwest is limiting these changes to Business Classes of Service due to the short due date intervals that already exist for Residential Classes of Service and also due to the discussion with CR PC021904-1 around business customers that are usually being impacted. Also, language is being added related to providing the service order number that caused the expedite condition.

Further information about this Change Request is available on the Wholesale Web site at URL <http://www.qwest.com/wholesale/cmp/changerequest.html>.

Current operational documentation for this product or business procedure is found on the Qwest Wholesale Web Site at this URL: <http://www.qwest.com/wholesale/clecs/exesclover.html>

**Comment Cycle:**

CLEC customers are encouraged to review these proposed changes and provide comment at any time during the 15-day comment review period. Qwest will have up to 15 days following the close of the comment review to respond to any CLEC comments. This response will be included as part of the final notification. Qwest will not implement the change sooner than 15 days following the final notification.

Qwest provides an electronic means for CLEC customers to comment on proposed changes. The Document Review Web Site provides a list of all documents that are in the review stage, the process for CLECs to use to comment on documents, the submit comment link, and links to current documentation and past review documents. The Document Review Web Site is found at <http://www.qwest.com/wholesale/cmp/review.html>. Fill in all required fields and be sure to reference the Notification Number listed above.

**Timeline:**

Planned Updates Posted to Document Review Site	Available May 09, 2005
CLEC Comment Cycle on Documentation Begins	Beginning May 10, 2005
CLEC Comment Cycle Ends	5:00 PM, MT May 24, 2005
Qwest Response to CLEC Comments (if applicable)	Available June 08, 2005 <a href="http://www.qwest.com/wholesale/cmp/review_archive.html">http://www.qwest.com/wholesale/cmp/review_archive.html</a>
Proposed Effective Date	June 23, 2005

If you have any questions on this subject, please submit comments through the following link:  
<http://www.qwest.com/wholesale/cmp/comment.html>.

Sincerely

Qwest Communications

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>

**ATTACHMENT A-4**

**4. Expansion of Optional, Additional Pay-for-Expedites Not Meeting Criteria Process ("Pre-Approved Expedite" Process) to Add Two Products**

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## Expedites and Escalations Overview – ~~V26.0~~V27.0

*History Log* (Link italicized text to: Replace Existing Download With Attached History Log)

### Introduction

Qwest quickly responds to your escalation or expedite requests offering you clear and complete explanations so you can satisfactorily respond to your end-users.

- Expedites are requests for an improved standard interval that is shorter than the interval defined in our **Service Interval Guide (SIG)** (Link italicized text to: <http://www.qwest.com/wholesale/guides/sig/index.html>) or your interconnection Agreement (ICA), Individual Case Basis (ICB) or committed to ICB (Ready for Service (RFS) + Interval) date.
- Escalations can be initiated for any issue, at anytime, and at any escalation point. Escalations can also be for requests for status or intervention around a missed date.

The following summarizes the processes used within Qwest for all Wholesale Products and Services to handle expedite and escalation requests.

### Expedites

Requesting an expedite follows one of two processes, depending on the product being requested and the language in your Interconnection Agreement (ICA). If the request being expedited is for a product on the list of products in the "Pre-Approved Expedites" (see below) and your ICA has language supporting expedited requests with a "per day" expedite rate, then the requested does not need approval. If the request being expedited is for a product that is not on the defined list, or your ICA does not support a "per day" expedite rate, then the expedited request follows the process defined in the "Expedites Requiring Approval" section below.

#### Expedites Requiring Approval

For products not listed in the Pre-Approved Expedite section below, (non-designed products such as POTS, Centrex or DSL service), or if your ICA does not contain, or has not been amended to include language for expedites with an associated "per day" expedite rate for those specified designed services, the following expedite process applies. Expedite charges are not applicable with the Expedites Requiring Approval process.

Following is a list of conditions where an expedite is granted:

- Fire
- Flood
- Medical emergency
- National emergency
- Conditions where your end-user is completely out of service (primary line)
- Disconnect in error by Qwest
- Requested service necessary for your end-user's grand opening event delayed for facilities or equipment reasons with a future RFS date
- Delayed orders with a future RFS date that meet any of the above described conditions
- National Security
- Business Classes of Service unable to dial 911 due to previous order activity
- Business Classes of Service where hunting, call forwarding or voice mail features are not working correctly due to previous order activity where the end-users business is being critically affected

For any of the above conditions, expedited request can be made either prior to, or after, submitting your service request.

To request an expedite on a Local Service Request (LSR) you can either:

- Submit the request with your expedited due date and populate the EXP field. Also include in REMARKS the reason for the expedited request and then call the Qwest Call Center.
- Submit the request with a due date interval from our SIG (Link italicized text to: <http://www.qwest.com/wholesale/guides/sig/index.html>) or your ICA and then call the Qwest Call Center.

In both scenarios, a call to the Qwest Call Center is required on 1-888-796-9087 to process the expedited request.

To request an expedite on service requests issued via an Access Service Request (ASR), you may use either of the options described above for LSRs to submit the ASR. You should then call 1 800-244-1271

You may be asked to provide verification of the expedited reason or situation for any of the expedite reasons listed above. In some cases, you may be asked for the service order number that caused the expedite condition, such as the service order number that caused the hunting or call forwarding expedite. The type of verification required will depend on the specific circumstances of the expedite and will be determined on an Individual Case Basis (ICB).

Once your expedite request is received, your Wholesale representative will review the request based on the previous list of available expedite scenarios to determine if the request is eligible for an expedite. If approved, the next step is to contact our Network organization to determine resource availability.

Depending on the type of service on the account, the following action is taken once the request is determined to be eligible for an expedited due date:

#### **Non-Designed/No Dispatch Required**

For requests that do not require a dispatch, the order is issued with the expedited due date.

#### **Non-Designed/Dispatch Required**

For requests that require a dispatch, the Network organization is contacted to determine Technician availability. If appointments are available on the requested due date, your expedite is granted. If no appointments are available, then Qwest will offer an alternative date, if one is available, prior to the requested due date. You can expect to receive a response to your expedited request usually within four business hours.

#### **Designed Services**

For Designed Services, the Network organization is contacted to determine resource availability for the Central Office and Outside Technicians as well as for the Testers that work with you to accept the service. You can expect to receive a response usually within four business hours.

#### **Approved Expedited Requests**

If the expedited request is approved and the original request contained the expedited due date and the EXP field was populated, Qwest will return a Firm Order Confirmation (FOC) acknowledging the agreed to expedited due date. If the expedited or agreed to due date is different from what was originally submitted on the ASR or LSR, Qwest will contact you and request that you supplement your request with the agreed to expedited date. The EXP field on the supplement ASR or LSR must also be populated. If the supplement is not received within

four business hours, Qwest will continue to process the ASR or LSR as if the expedited request was not received and will FOC back the standard interval or the original due date provided on the ASR or LSR if it was longer than the standard interval.

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### Denied Expedited Requests

If denied, then we will provide you reasons that the request was denied or we will offer an alternative date that we could install the service. If the request is denied, and you still want to continue to have Qwest provision the service request, Qwest will return a FOC with the standard interval or the original due date provided on the FOC if it was longer than the standard interval.

### Pre-Approved Expedites

The Pre-Approved expedite process is available in all states except Washington for the products listed below when your ICA contains language for expedites with an associated per day expedite charge. An expedite charge applies per ASR or LSR for every day that the due date interval is improved, based on the standard interval in the SIG, ICA, or ICB criteria as described above. It is not necessary for you to call into Qwest to have the expedite approved. To expedite a service request on an ASR or LSR you must populate the EXP field and put the desired expedited due date in the DDD field on the ASR or LSR.

NOTE: If you order Resold Design Products, which are identified below, you do not need to sign an amendment. You are automatically included based on the terms and conditions outlined in the ICA and individual state tariffs, catalogs or price lists.

When Qwest receives an ASR or LSR with the EXP populated and the DDD is less than the standard interval, Qwest will determine if the request is eligible for an expedite without a call from you. If the request meets the criteria for the Pre-Approved Expedite process, Qwest will process the request and return a FOC acknowledging the expedited due date. The appropriate expedite charge will be added to your service order.

If the request does not meet the criteria for the Pre-Approved Expedite process, the ASR or LSR will be processed under the guidelines for Expedites Requiring Approval as described above.

Following is a list of the products, which require an amendment and may be expedited that will receive the appropriate Expedite Charge:

- UBL all except 2w/4w analog
- UBL DID (Unbundled digital trunk)
- UBL DS1 (Unbundled digital trunk facility)
- UNE-C PL (EEL)
- UNE-P ISDN BRI
- UNE-P DSS Facility
- UNE-P DSS Trunk
- UNE-P PRI ISDN Facility
- UNE-P PRI ISDN Trunk
- UNE-P PBX Designed Trunks
- UNE-P PBX DID IN-Only Trunks
- Port In/Port Within associated with any of the applicable designed products listed above
- UDIT
- LIS
- CCSAC SS7 Trunk or Facility
- Unbundled Dark Fiber

Following is a list of Resold Designed Products, which do not require an amendment, which may be expedited and will receive the appropriate expedite charge:

- Analog PBX DID
- Private Line (DS0, DS1, DS3 or above)
- ISDN PRI T1
- ISDN PRI Trunk
- ISDN BRI Trunk
- Frame Relay Trunk
- DESIGNED TRUNKS (Includes designed PBX trunks) Trunk
- MDS / MDSI (IIS Only)
- DPAs (multiple DPAs or FX, FCO) Trunk
- Port In/Port Within associated with any of the applicable designed products listed above

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Note: Any requests that are expedited due to a Qwest caused reason, do not incur an expedite charge. Additionally, if the due date of an expedited request is missed due to Qwest reasons, expedite charges do not apply.

If the order becomes a Delayed Order on the due date, Qwest will cooperatively work with you to obtain the best Ready For Service date (RFS) possible and expedite charges do not apply.

If an order becomes delayed for facilities prior to the due date, once Qwest establishes a new RFS it is communicated to you via the FOC. If you do not accept the due date that is established and request to expedite the RFS, expedite charges may apply. Each expedited delayed order request will be reviewed on an ICB to determine if expedite charges apply. If the expedited due date request results in Qwest incurring additional costs to improve the date that was FOC'd, expedite charges apply. Qwest will advise you if expedite charges apply prior to confirming the expedited request to obtain approval from you, or offer an alternate date that Qwest can meet. The expedite charges will be based on the number of days improved from the original RFS date.

#### **Expedites Supporting Non-Qwest caused Restoral Requests**

This process includes Restoral Requests on Resale/UNE-P/Retail to Resale or UNE-P Conversions and Transfer of Service when the service orders have completed. This process applies to Resale/UNE-P POTS, Resale/UNE-S and Resale UNE-P Centrex 21 products, including DSL.

You will follow this documented **Expedite** process as outlined when you require an expedite to a standard interval in order to restore an end-user due to a Non-Qwest caused out of service condition. An expedite restoral request is a result of your inability to complete a conversion or outside move service request where you were unable to cancel or change the due date on the service order(s) prior to order completion. Restoral requests may involve you alone, a Qwest Retail account and you, or you and a different CLEC on conversion and outside move (T & F) type service order's. Restoral requests will be accepted for both full and partial restorals.

When an expedite restoral request situation occurs, refer to the following when you prepare your service request:

- Issue the Restoral Request LSR as directed per the Decision Charts and order type scenario's.
  - Populate the RPON field with the PON used on the original LSR if available
  - Populate the EXP field
  - Populate Manual IND = Y
  - The REMARKS field can be populated with the specific reason for the request such as:

- Restoral request Full, Resale to UNE-P conv, restore original service, Or
- Restoral request, Partial, Resale to UNE-P conv, restore original service, Or
- Restoral request, Partial, UNE-P to Resale conv, restore original service, Or
- Restoral request, Full, Resale or UNE-P T&F, restore F location, etc., Or
- Restoral Request, Restore original full service back to CLEC XXXX, Or
- Restoral Request, Restore original partial service back to CLEC XXXX, Or
- Restoral Request, Restore original F Loc service, full/partial back to old CLEC
- Restoral Request, Disc service, restore original Retail service, full/partial
- Contact the Wholesale Interconnect Services Center (ISC) at 888 796-9087
- Open an Escalation ticket.
- Request a Warm Transfer to the Customer Service Inquiry and Education Center (CSIE) Tier 1 support group.
- Request a Restoral Request for Previous Service.
- Provide LSR ID if appropriate per Decision Chart and order type scenario's.

#### Benefits

- Expedited intervals for restoral of previous service
- Uniform documented process for restoral requests
- Qwest will negate the one month minimum billing on a disconnect or conversion service order as applicable.

#### Restrictions

- You must issue appropriate LSRs first (if directed to do so per the Decision Chart below) followed by opening a Call Center escalation ticket. Restoral requests received prior to new LSR issuance will not be accepted, excludes Qwest Retail restorals.
- Standard intervals must be used when submitting LSRs, CSIE will expedite due date appropriately for restoral
- Expedited restoral requests must be requested within 24 hours, extending into the next business day, following the LSR completion date. Restoral requests received after 3 PM will be considered next business day work activity; this includes restoral requests received after 3 PM on Saturday based on the SIG (except for DSL)."
- Service being restored must be the same type of service with same features, same TN's, etc. as was previously provisioned. Full or partial restorals are acceptable.
- Qwest will reuse facilities when the facilities are available for the restoral.
- All applicable recurring and non-recurring charges will apply, based on order completion and physical work that was completed or needs to be completed to restore service. Retail practices will apply when restoring Qwest Retail accounts.
- When a restoral involves two CLECs, it is up to you and the old CLEC to coordinate and agree upon an expedite, prior to opening up the Call Center Escalation ticket(s).
- Expedite charges may apply based upon individual interconnection agreements, state tariffs or SGATS.

The following **Order Type Scenario's** are included in this restoral process:

1. Resale / UNE-P T & F, same CLEC
2. Resale to UNE-P Conversion as is, same CLEC
3. Resale to UNE-P Conversion as specified, same CLEC
4. UNE-P to Resale Conversion as is, same CLEC
5. UNE-P to Resale Conversion as specified, same CLEC
6. Resale / UNE-P Migration to new CLEC with move via single LSR
7. Resale to UNE-P Conversion as is, to a new CLEC
8. Resale to UNE-P Conversion as specified, to a new CLEC
9. UNE-P to Resale Conversion as is, to a new CLEC
10. UNE-P to Resale Conversion as is, to a new CLEC
11. Qwest Retail to Resale / UNE-P Conversion as is
12. Qwest Retail to Resale / UNE-P Conversion as specified

13. Qwest Retail to Resale / UNE-P Conversion with move via single LSR process

Decision Chart, Scenario's 1-5, Same CLEC		
IF	AND	THEN
Conversion, Migration and/or Move Service Order has completed	You want full or partial restoral of previous service	<ul style="list-style-type: none"> <li>Issue Restoral Request LSR as appropriate based on order scenario and order completion, such as a New Connect, Change or Conversion with or without move, Transfer of Service or Disconnect</li> <li>Follow expedite procedures</li> </ul>

Decision Chart, Scenario's 6-10, To a New CLEC		
IF	AND	THEN
Conversion, Migration and/or Move Service Order has completed	You want full or partial restoral of previous service	<ul style="list-style-type: none"> <li>Either the end-user, or the new CLEC and the end-user must contact the old CLEC's Customer Contact Center and request that the end-user's service be re-established as previously provisioned for the old CLEC on Resale or UNE-P service</li> <li>Old CLEC must follow expedite procedures</li> <li>Old CLEC will issue Restoral Request LSR as appropriate based on order scenario and order completion, such as a New Connect, Change or Conversion with or without move</li> <li>New CLEC must follow expedite procedures</li> <li>New CLEC will issue Disconnect LSR if required based on order scenario and order completion</li> <li>Old and new CLECs will coordinate their order activity</li> <li>Contact your Qwest Service Manager if you require assistance with old CLEC contact</li> </ul>

Decision Chart, Scenario's 11-13, Conversion from Qwest Retail to New CLEC		
IF	AND	THEN

<p>Conversion, Migration and/or Move Service Order has Completed</p>	<p>You want full or partial restoral of previous service</p>	<ul style="list-style-type: none"> <li>• Contact the Wholesale ISC Call Center at 888 796-9087</li> <li>• Open an Escalation ticket</li> <li>• Request a warm transfer to the CSIE Tier 1 support group</li> <li>• Place a verbal Restoral Request for Previous Retail Service, full or partial restoral</li> <li>• CSIE will advise you if a new LSR will need to be issued by you</li> <li>• If a new LSR is needed and is not issued within 2 business hours, the escalation ticket will be closed. If this occurs, the CLEC must start the expedite process again once the LSR has been issued as directed.</li> </ul>
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## Escalations

Escalations are a request for status or intervention around a missed critical date such as:

- Plant Test Date (PTD)
- Due Date (DD)
- Ready For Service (RFS)

Qwest's Service Centers pro-actively escalate any critical dates in jeopardy and will notify you. If, however, you find it necessary to initiate an escalation, call the assigned Qwest Wholesale Center Representative at one of the numbers listed in the Expedites section for assistance. Regardless of how initiated, by you or internally, Qwest escalation roles and responsibilities can be summarized as:

- Qwest Wholesale Center Representatives  
Local Service Request (LSR) or Access Service Request (ASR) escalations related to Rejects/Delayed orders, critical dates and Firm Order Confirmations (FOC).
- Qwest Service Manager  
Involved only after normal processes fail to resolve the escalation to your satisfaction. Evaluates the situation based on commitments managing associated resolution activities.
- Qwest Senior Service Manager/Director  
Involved only when the Service Manager's efforts are unsuccessful. Provides direction to those working the issue, partnering with Center Coaches and Team leaders.
- Qwest Senior Service Director/Vice President  
Contacted for direction and/or assistance for those working the escalation, providing timely status updates back to the prior level and you directly.

### Escalations – Maintenance and Repair

At your discretion, you may initiate an escalation of your trouble report through our electronic interface Customer Electronic Maintenance and Repair (CEMR) or by calling either the Account

Maintenance Support Center (AMSC) for Unbundled Network Elements (UNEs) and Complex services or the Repair Call Handling Center (RCHC) for Plain Old Telephone Service (POTS) and Non-Complex services. Refer to our [Maintenance and Repair Overview](http://www.qwest.com/wholesale/clecs/maintenance.html) (Link italicized text to: <http://www.qwest.com/wholesale/clecs/maintenance.html>) for additional information. You will be referred to [Held, Escalated & Expedited Tool \(HEET\)](http://www.qwest.com/wholesale/systems/heet.html) (Link italicized text to: <http://www.qwest.com/wholesale/systems/heet.html>) for ongoing status if your service was requested on an ASR.

### Escalations – Technical Escalation Process

Additional information about the Technical Escalation Process can be obtained from Qwest's [Operations Support Systems General Information](http://www.qwest.com/wholesale/systems/generalinfo.html). (Link italicized text to: <http://www.qwest.com/wholesale/systems/generalinfo.html>)

Note: Occasionally, your end-user may find their way to the Qwest Wholesale Center or Qwest Service Manager and our Wholesale Center Representatives will explain that you are our customer and direct them to you for assistance.

Should you have questions, or need additional information related to the expedite or escalation processes defined above, contact your [Qwest Service Manager](http://www.qwest.com/wholesale/clecs/accountmanagers.html) (Link italicized text to: <http://www.qwest.com/wholesale/clecs/accountmanagers.html>) for assistance.

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## Training

### Qwest 101 "Doing Business With Qwest"

This introductory instructor-led training course is designed to teach the CLEC and Reseller how to do business with Qwest. It will provide a general overview of products and services, Qwest billing and support systems, processes for submitting service requests, reports, and web resource access information. Click [here](http://www.qwest.com/wholesale/training/ilt_desc_qwest_101.html) (Link italicized text to: [http://www.qwest.com/wholesale/training/ilt\\_desc\\_qwest\\_101.html](http://www.qwest.com/wholesale/training/ilt_desc_qwest_101.html)) for course detail and registration information.

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## Contacts

Qwest contact information is located in [Wholesale Customer Contacts](http://www.qwest.com/wholesale/clecs/escalations.html). (List italicized text to: <http://www.qwest.com/wholesale/clecs/escalations.html>)

Expedites and Escalations

- Local Service Requests (LSRs)

Wholesale Center			
Tier	Responsibility	Activity	Contacts
Tier 0	Interconnect Service Center (ISC)	First point of contact for CLECs Ticket opened	888-796-9087
Tier 1	Customer Service Inquiry and Education Center (CSIE)	Respond to issues not resolved at Tier 0	888-796-9087
Tier 2	Subject Matter Expert (SME), Team Leaders, Team Coaches	Respond to issues not resolved at Tier 1	800-366-9974
Tier 3	Appropriate Qwest Service	Respond to issues not	Service Manager

	Manager	resolved at Tier 2	(Link italicized text to: <a href="http://www.qwest.com/wholesale/clecs/accontmanagers.html">http://www.qwest.com/wholesale/clecs/accontmanagers.html</a> )
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NOTE: The Interconnect Service Center (ISC) will not be available for transfers after 8:00 PM Mountain Time Monday through Friday and transfers will not be available on Saturday. Qwest's Service center is available to assist with your needs and, if additional assistance is required you will be transferred to the customer Service Inquiry and Education (CSIE) Center until 8:00 PM MTN Time Monday – Friday. If additional assistance is required after 8:00 PM or on Saturday, Qwest will coordinate a call back or provide additional assistance as needed.

A call center ticket is opened on every call into the ISC or the CSIE Center. Upon resolution of the ticket a close code is assigned to the ticket. Upon request the close code is provided to you. Should you disagree with the codes used to close the ticket you will use the escalation process. For a list of the close codes used at the CSIE level see the Call Center Database Ticket Reports section of the **Ordering Overview PCAT** (Link italicized text to: <http://www.qwest.com/wholesale/clecs/ordering.html>).

Arizona Corporation Commission  
 Docket No. T-0105B-06-0257  
 Docket No. T-03406A-06-0257  
 Escheion Telecom of Arizona, Inc.  
 Direct Testimony of Bonnie J. Johnson  
 Exhibit BJ1 - A-4  
 July 13, 2006

- Access Service Requests (ASRs)

	Products & Services	Contacts	Fax
	All	800-244-1271	515-286-6160

- Non ASR/LSRs

	Products & Services	Contacts	Fax
	All	800-244-1271	515-286-6160

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## Frequently Asked Questions

This section is currently being compiled based on your feedback.

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**Last Update:** ~~July 13, 2005~~ October 27, 2005

META Tags: Expedites; Escalations

**Qwest Response to Document In Review**

**Response Date:** October 12, 2005  
**Document:** Process Notification  
**Original Notification Date:** September 12, 2005  
**Notification Number:** PROS.09.12.05.F.03242.Expedites\_Escalations\_V27  
**Category of Change:** Level 3

Qwest recently posted proposed updates to Expedites and Escalations V27. CLECs were invited to provide comments to these proposed changes during a Document Review period from September 13, 2005 through September 27, 2005. 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/cnla/>  
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 [cmocomm@qwest.com](mailto:cmocomm@qwest.com).

**Qwest Response to Product/Process Expedites and Escalations V27 Comments**

#	Page/Section	CLEC Comment	Qwest Response
1		<p><i>Eschelon</i>  September 13, 2005  Comment:  PROS.09.12.05.F.03242.Expedites_Escalations_V27, indicates that 2/4 Wire Analog Loops will be added as a valid product to the Pre-Approved Expedite Process. What is the rate for a 2/4 Wire Analog Loop Pre-Approved Expedite?  Thank you.</p>	<p>The rate for a 2/4 Wire Analog Loop Pre-Approved Expedite is outlined in the Expedite Agreement rate sheet that can be reviewed in the Negotiation Template Agreement at this URL:  <a href="http://www.qwest.com/wholesale/clecs/sqats_wireline.html">http://www.qwest.com/wholesale/clecs/sqats_wireline.html</a>.</p>

**ATTACHMENT A-5**

**5. Owest Attempted to Change the Expedites Process to Exclude CLEC-Caused Disconnects in Error, But Retracted its Proposal After Eschelon Objected.**

Arizona Corporation Commission  
Docket No. T-0105B-06-0257  
Docket No. T-03406A-06-0257  
Eschelon Telecom of Arizona, Inc.  
Direct Testimony of Bonnie J. Johnson  
Exhibit BJJ - A-5  
July 13, 2006



Arizona Corporation Commission  
Docket No. T-0105B-06-0257  
Docket No. T-03406A-06-0257  
Eschelon Telecom of Arizona, Inc.  
Direct Testimony of Bonnie J. Johnson  
Exhibit BJJ - A-5  
July 13, 2006

**Announcement Date:** October 17, 2005  
**Effective Date:** October 18, 2005  
**Document Number:** PROS.10.17.05.F.03379.Expedites\_Escalations\_V29  
**Notification Category:** Process Notification  
**Target Audience:** CLECs, Resellers  
**Subject:** CMP - Expedites and Escalations V29  
**Level of Change:** Level 1

**Summary of Change:**

On October 18, 2005, Qwest will post updates to its Wholesale Product Catalog that include corrections, clarifications and additional information for Expedites and Escalations V29. You will find a redlined version of the changes on the Product/Process Document Review Archive at [http://www.qwest.com/wholesale/cmp/review\\_archive.html](http://www.qwest.com/wholesale/cmp/review_archive.html).

Qwest is providing clarification to the Expedite reasons that do not change the process. This update is providing additional clarification around the uses of the expedite conditions that may be used for expedited requests.

Actual updates to the operational document are found on the Qwest Wholesale Web Site at this URL: <http://www.qwest.com/wholesale/clecs/exescoper.html>.

**Comment Cycle:**

No formal comment cycle applies. CLECs who feel the change(s) described in this Level 1 notification alter(s) CLEC operating procedures should immediately contact the Qwest CMP Manager, by e-mail, at [cmpr@qwest.com](mailto:cmpr@qwest.com).

Sincerely

Qwest Corporation

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>

## Expedites and Escalations Overview – ~~V28.0~~V29.0

*History Log* (Link italicized text to: Replace Existing Download With Attached History Log)

### Introduction

Qwest quickly responds to your escalation or expedite requests offering you clear and complete explanations so you can satisfactorily respond to your end-users.

- Expedites are requests for an improved standard interval that is shorter than the interval defined in our **Service Interval Guide (SIG)** (Link italicized text to: <http://www.qwest.com/wholesale/guides/sig/index.html>) or your interconnection Agreement (ICA), Individual Case Basis (ICB) or committed to ICB (Ready for Service (RFS) + Interval) date.
- Escalations can be initiated for any issue, at anytime, and at any escalation point. Escalations can also be for requests for status or intervention around a missed date.

The following summarizes the processes used within Qwest for all Wholesale Products and Services to handle expedite and escalation requests.

### Expedites

Requesting an expedite follows one of two processes, depending on the product being requested and the language in your Interconnection Agreement (ICA). If the request being expedited is for a product on the list of products in the "Pre-Approved Expedites" (see below) and your ICA has language supporting expedited requests with a "per day" expedite rate, then the requested does not need approval. If the request being expedited is for a product that is not on the defined list, or your ICA does not support a "per day" expedite rate, then the expedited request follows the process defined in the "Expedites Requiring Approval" section below.

#### Expedites Requiring Approval

For products not listed in the Pre-Approved Expedite section below, (non-designed products such as POTS, Centrex or DSL service), or if your ICA does not contain, or has not been amended to include language for expedites with an associated "per day" expedite rate for those specified designed services, the following expedite process applies. Expedite charges are not applicable with the Expedites Requiring Approval process.

Following is a list of conditions where an expedite is granted:

- Fire
- Flood
- Medical emergency (Where service is crucial to critical care. A medical condition does not necessarily constitute a medical emergency.)
- National emergency (Where a national emergency has been declared i.e., hurricane, tornado or other disaster.)
- Conditions where your end-user is completely out of service (primary line) (Does not include disconnects in error.)
- Disconnect in error by Qwest
- Requested service necessary for your end-user's grand opening event delayed for facilities or equipment reasons with a future RFS date
- Delayed orders with a future RFS date that meet any of the above described conditions
- National Security (Used for President, White House or Homeland Security where advance notice could not be given due to national security issues.)
- Business Classes of Service unable to dial 911 due to previous order activity (Used when previous activity ordered the line incorrectly causing the customer to not be able to dial 911)

(i.e., loop start vs. ground start). Does not include disconnects in error or late order issuance.)

- Business Classes of Service where hunting, call forwarding or voice mail features are not working correctly due to previous order activity where the end-users business is being critically affected

For any of the above conditions, expedited request can be made either prior to, or after, submitting your service request.

To request an expedite on a Local Service Request (LSR) you can either:

- Submit the request with your expedited due date and populate the EXP field. Also include in REMARKS the reason for the expedited request and then call the Qwest Call Center.
- Submit the request with a due date interval from our SIG (Link italicized text to: <http://www.qwest.com/wholesale/guides/sig/index.html>) or your ICA and then call the Qwest Call Center.

In both scenarios, a call to the Qwest Call Center is required on 1-888-796-9087 to process the expedited request.

To request an expedite on service requests issued via an Access Service Request (ASR), you may use either of the options described above for LSRs to submit the ASR. You should then call 1 800-244-1271

You may be asked to provide verification of the expedited reason or situation for any of the expedite reasons listed above. In some cases, you may be asked for the service order number that caused the expedite condition, such as the service order number that caused the hunting or call forwarding expedite. The type of verification required will depend on the specific circumstances of the expedite and will be determined on an Individual Case Basis (ICB).

Once your expedite request is received, your Wholesale representative will review the request based on the previous list of available expedite scenarios to determine if the request is eligible for an expedite. If approved, the next step is to contact our Network organization to determine resource availability.

Depending on the type of service on the account, the following action is taken once the request is determined to be eligible for an expedited due date:

#### **Non-Designed/No Dispatch Required**

For requests that do not require a dispatch, the order is issued with the expedited due date.

#### **Non-Designed/Dispatch Required**

For requests that require a dispatch, the Network organization is contacted to determine Technician availability. If appointments are available on the requested due date, your expedite is granted. If no appointments are available, then Qwest will offer an alternative date, if one is available, prior to the requested due date. You can expect to receive a response to your expedited request usually within four business hours.

#### **Designed Services**

For Designed Services, the Network organization is contacted to determine resource availability for the Central Office and Outside Technicians as well as for the Testers that work with you to accept the service. You can expect to receive a response usually within four business hours.

#### **Approved Expedited Requests**

If the expedited request is approved and the original request contained the expedited due date and the EXP field was populated, Qwest will return a Firm Order Confirmation (FOC) acknowledging the agreed to expedited due date. If the expedited or agreed to due date is different from what was originally submitted on the ASR or LSR, Qwest will contact you and request that you supplement your request with the agreed to expedited date. The EXP field on the supplement ASR or LSR must also be populated. If the supplement is not received within four business hours, Qwest will continue to process the ASR or LSR as if the expedited request was not received and will FOC back the standard interval or the original due date provided on the ASR or LSR if it was longer than the standard interval.

### Denied Expedited Requests

If denied, then we will provide you reasons that the request was denied or we will offer an alternative date that we could install the service. If the request is denied, and you still want to continue to have Qwest provision the service request, Qwest will return a FOC with the standard interval or the original due date provided on the FOC if it was longer than the standard interval.

### Pre-Approved Expedites

The Pre-Approved expedite process is available in all states except Washington for the products listed below when your ICA contains language for expedites with an associated per day expedite charge. An expedite charge applies per ASR or LSR for every day that the due date interval is improved, based on the standard interval in the SIG, ICA, or ICB criteria as described above. It is not necessary for you to call into Qwest to have the expedite approved. To expedite a service request on an ASR or LSR you must populate the EXP field and put the desired expedited due date in the DDD field on the ASR or LSR.

NOTE: If you order Resold Design Products, which are identified below, you do not need to sign an amendment. You are automatically included based on the terms and conditions outlined in the ICA and individual state tariffs, catalogs or price lists.

When Qwest receives an ASR or LSR with the EXP populated and the DDD is less than the standard interval, Qwest will determine if the request is eligible for an expedite without a call from you. If the request meets the criteria for the Pre-Approved Expedite process, Qwest will process the request and return a FOC acknowledging the expedited due date. The appropriate expedite charge will be added to your service order.

If the request does not meet the criteria for the Pre-Approved Expedite process, the ASR or LSR will be processed under the guidelines for Expedites Requiring Approval as described above.

Following is a list of the products, which require an amendment and may be expedited that will receive the appropriate Expedite Charge:

- UBL all except 2w/4w analog
- UBL DID (Unbundled digital trunk)
- UBL DS1 (Unbundled digital trunk facility)
- UNE-C PL (EEL)
- UNE-P ISDN BRI
- UNE-P DSS Facility
- UNE-P DSS Trunk
- UNE-P PRI ISDN Facility
- UNE-P PRI ISDN Trunk
- UNE-P PBX Designed Trunks

- UNE-P PBX DID IN-Only Trunks
- UDIT
- LIS
- CCSAC SS7 Trunk or Facility
- Unbundled Dark Fiber

Following is a list of Resold Designed Products, which do not require an amendment, which may be expedited and will receive the appropriate expedite charge:

- Analog PBX DID
- Private Line (DS0, DS1, DS3 or above)
- ISDN PRI T1
- ISDN PRI Trunk
- ISDN BRI Trunk
- Frame Relay Trunk
- DESIGNED TRUNKS (Includes designed PBX trunks) Trunk
- MDS / MDSI (*IIS Only*)
- DPAs (multiple DPAs or FX, FCO) Trunk

Note: Any requests that are expedited due to a Qwest caused reason, do not incur an expedite charge. Additionally, if the due date of an expedited request is missed due to Qwest reasons, expedite charges do not apply.

If the order becomes a Delayed Order on the due date, Qwest will cooperatively work with you to obtain the best Ready For Service date (RFS) possible and expedite charges do not apply.

If an order becomes delayed for facilities prior to the due date, once Qwest establishes a new RFS it is communicated to you via the FOC. If you do not accept the due date that is established and request to expedite the RFS, expedite charges may apply. Each expedited delayed order request will be reviewed on an ICB to determine if expedite charges apply. If the expedited due date request results in Qwest incurring additional costs to improve the date that was FOC'd, expedite charges apply. Qwest will advise you if expedite charges apply prior to confirming the expedited request to obtain approval from you, or offer an alternate date that Qwest can meet. The expedite charges will be based on the number of days improved from the original RFS date.

#### **Expedites Supporting Non-Qwest caused Restoral Requests**

This process includes Restoral Requests on Resale/UNE-P/Retail to Resale or UNE-P Conversions and Transfer of Service when the service orders have completed. This process applies to Resale/UNE-P POTS, Resale/UNE-S and Resale UNE-P Centrex 21 products, including DSL.

You will follow this documented **Expedite** process as outlined when you require an expedite to a standard interval in order to restore an end-user due to a Non-Qwest caused out of service condition. An expedite restoral request is a result of your inability to complete a conversion or outside move service request where you were unable to cancel or change the due date on the service order(s) prior to order completion. Restoral requests may involve you alone, a Qwest Retail account and you, or you and a different CLEC on conversion and outside move (T & F) type service order's. Restoral requests will be accepted for both full and partial restorals.

When an expedite restoral request situation occurs, refer to the following when you prepare your service request:

- Issue the Restoral Request LSR as directed per the Decision Charts and order type scenario's.

- Populate the RPON field with the PON used on the original LSR if available
- Populate the EXP field
- Populate Manual IND = Y
- The REMARKS field can be populated with the specific reason for the request such as:
  - Restoral request Full, Resale to UNE-P conv, restore original service, Or
  - Restoral request, Partial, Resale to UNE-P conv, restore original service, Or
  - Restoral request, Partial, UNE-P to Resale conv, restore original service, Or
  - Restoral request, Full, Resale or UNE-P T&F, restore F location, etc., Or
  - Restoral Request, Restore original full service back to CLEC XXXX, Or
  - Restoral Request, Restore original partial service back to CLEC XXXX, Or
  - Restoral Request, Restore original F Loc service, full/partial back to old CLEC
  - Restoral Request, Disc service, restore original Retail service, full/partial
- Contact the Wholesale Interconnect Services Center (ISC) at 888 796-9087
- Open an Escalation ticket.
- Request a Warm Transfer to the Customer Service Inquiry and Education Center (CSIE) Tier 1 support group.
- Request a Restoral Request for Previous Service.
- Provide LSR ID if appropriate per Decision Chart and order type scenario's.

#### Benefits

- Expedited intervals for restoral of previous service
- Uniform documented process for restoral requests
- Qwest will negate the one month minimum billing on a disconnect or conversion service order as applicable.

#### Restrictions

- You must issue appropriate LSRs first (if directed to do so per the Decision Chart below) followed by opening a Call Center escalation ticket. Restoral requests received prior to new LSR issuance will not be accepted, excludes Qwest Retail restorals.
- Standard intervals must be used when submitting LSRs, CSIE will expedite due date appropriately for restoral
- Expedited restoral requests must be requested within 24 hours, extending into the next business day, following the LSR completion date. Restoral requests received after 3 PM will be considered next business day work activity; this includes restoral requests received after 3 PM on Saturday based on the SIG (except for DSL)."
- Service being restored must be the same type of service with same features, same TN's, etc. as was previously provisioned. Full or partial restorals are acceptable.
- Qwest will reuse facilities when the facilities are available for the restoral.
- All applicable recurring and non-recurring charges will apply, based on order completion and physical work that was completed or needs to be completed to restore service. Retail practices will apply when restoring Qwest Retail accounts.
- When a restoral involves two CLECs, it is up to you and the old CLEC to coordinate and agree upon an expedite, prior to opening up the Call Center Escalation ticket(s).
- Expedite charges may apply based upon individual interconnection agreements, state tariffs or SGATS.

The following **Order Type Scenario's** are included in this restoral process:

1. Resale / UNE-P T & F, same CLEC
2. Resale to UNE-P Conversion as is, same CLEC
3. Resale to UNE-P Conversion as specified, same CLEC
4. UNE-P to Resale Conversion as is, same CLEC
5. UNE-P to Resale Conversion as specified, same CLEC
6. Resale / UNE-P Migration to new CLEC with move via single LSR
7. Resale to UNE-P Conversion as is, to a new CLEC
8. Resale to UNE-P Conversion as specified, to a new CLEC

- 9. UNE-P to Resale Conversion as is, to a new CLEC
- 10. UNE-P to Resale Conversion as is, to a new CLEC
- 11. Qwest Retail to Resale / UNE-P Conversion as is
- 12. Qwest Retail to Resale / UNE-P Conversion as specified
- 13. Qwest Retail to Resale / UNE-P Conversion with move via single LSR process

Decision Chart, Scenario's 1-5, Same CLEC		
IF	AND	THEN
Conversion, Migration and/or Move Service Order has completed	You want full or partial restoral of previous service	<ul style="list-style-type: none"> <li>• Issue Restoral Request LSR as appropriate based on order scenario and order completion, such as a New Connect, Change or Conversion with or without move, Transfer of Service or Disconnect</li> <li>• Follow expedite procedures</li> </ul>

Decision Chart, Scenario's 6-10, To a New CLEC		
IF	AND	THEN
Conversion, Migration and/or Move Service Order has completed	You want full or partial restoral of previous service	<ul style="list-style-type: none"> <li>• Either the end-user, or the new CLEC and the end-user must contact the old CLEC's Customer Contact Center and request that the end-user's service be re-established as previously provisioned for the old CLEC on Resale or UNE-P service</li> <li>• Old CLEC must follow expedite procedures</li> <li>• Old CLEC will issue Restoral Request LSR as appropriate based on order scenario and order completion, such as a New Connect, Change or Conversion with or without move</li> <li>• New CLEC must follow expedite procedures</li> <li>• New CLEC will issue Disconnect LSR if required based on order scenario and order completion</li> <li>• Old and new CLECs will coordinate their order activity</li> <li>• Contact your Qwest Service Manager if you require assistance with old CLEC contact</li> </ul>

Decision Chart, Scenario's 11-13, Conversion from Qwest Retail to New CLEC		
IF	AND	THEN
Conversion, Migration and/or Move Service Order has Completed	You want full or partial restoral of previous service	<ul style="list-style-type: none"> <li>• Contact the Wholesale ISC Call Center at 888 796-9087</li> <li>• Open an Escalation ticket</li> <li>• Request a warm transfer to the CSIE Tier 1 support group</li> <li>• Place a verbal Restoral Request for Previous Retail Service, full or partial restoral</li> <li>• CSIE will advise you if a new LSR will need to be issued by you</li> <li>• If a new LSR is needed and is not issued within 2 business hours, the escalation ticket will be closed. If this occurs, the CLEC must start the expedite process again once the LSR has been issued as directed.</li> </ul>

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## Escalations

Escalations are a request for status or intervention around a missed critical date such as:

- Plant Test Date (PTD)
- Due Date (DD)
- Ready For Service (RFS)

Qwest's Service Centers pro-actively escalate any critical dates in jeopardy and will notify you. If, however, you find it necessary to initiate an escalation, call the assigned Qwest Wholesale Center Representative at one of the numbers listed in the Expedites section for assistance. Regardless of how initiated, by you or internally, Qwest escalation roles and responsibilities can be summarized as:

- Qwest Wholesale Center Representatives  
Local Service Request (LSR) or Access Service Request (ASR) escalations related to Rejects/Delayed orders, critical dates and Firm Order Confirmations (FOC).
- Qwest Service Manager  
Involved only after normal processes fail to resolve the escalation to your satisfaction. Evaluates the situation based on commitments managing associated resolution activities.
- Qwest Senior Service Manager/Director  
Involved only when the Service Manager's efforts are unsuccessful. Provides direction to those working the issue, partnering with Center Coaches and Team leaders.
- Qwest Senior Service Director/Vice President  
Contacted for direction and/or assistance for those working the escalation, providing timely status updates back to the prior level and you directly.

### Escalations – Maintenance and Repair

At your discretion, you may initiate an escalation of your trouble report through our electronic interface Customer Electronic Maintenance and Repair (CEMR) or by calling either the Account Maintenance Support Center (AMSC) for Unbundled Network Elements (UNEs) and Complex services or the Repair Call Handling Center (RCHC) for Plain Old Telephone Service (POTS) and Non-Complex services. Refer to our **Maintenance and Repair Overview** (Link italicized text to: <http://www.qwest.com/wholesale/clecs/maintenance.html>) for additional information. You will be referred to **Held, Escalated & Expedited Tool (HEET)** (Link italicized text to: <http://www.qwest.com/wholesale/systems/heet.html>) for ongoing status if your service was requested on an ASR.

### Escalations – Technical Escalation Process

Additional information about the Technical Escalation Process can be obtained from Qwest's **Operations Support Systems General Information**. (Link italicized text to:

<http://www.qwest.com/wholesale/systems/generalinfo.html>)

Note: Occasionally, your end-user may find their way to the Qwest Wholesale Center or Qwest Service Manager and our Wholesale Center Representatives will explain that you are our customer and direct them to you for assistance.

Should you have questions, or need additional information related to the expedite or escalation processes defined above, contact your **Qwest Service Manager** (Link italicized text to: <http://www.qwest.com/wholesale/clecs/accountmanagers.html>) for assistance.

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## Training

Qwest 101 "Doing Business With Qwest"

This introductory instructor-led training course is designed to teach the CLEC and Reseller how to do business with Qwest. It will provide a general overview of products and services, Qwest billing and support systems, processes for submitting service requests, reports, and web resource access information. Click [here](#) (Link italicized text to:

[http://www.qwest.com/wholesale/training/ilt\\_desc\\_qwest\\_101.html](http://www.qwest.com/wholesale/training/ilt_desc_qwest_101.html)) for course detail and registration information.

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## Contacts

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

Expedites and Escalations

- Local Service Requests (LSRs)

Wholesale Center			
Tier	Responsibility	Activity	Contacts
Tier 0	Interconnect Service Center (ISC)	First point of contact for CLECs Ticket opened	888-796-9087
Tier 1	Customer Service Inquiry and Education Center (CSIE)	Respond to issues not resolved at Tier 0	888-796-9087

Tier 2	Subject Matter Expert (SME), Team Leaders, Team Coaches	Respond to issues not resolved at Tier 1	800-366-9974
Tier 3	Appropriate Qwest Service Manager	Respond to issues not resolved at Tier 2	Service Manager (Link italicized text to: <a href="http://www.qwest.com/wholesale/clecs/accountmanagers.html">http://www.qwest.com/wholesale/clecs/accountmanagers.html</a> )

NOTE: The Interconnect Service Center (ISC) will not be available for transfers after 8:00 PM Mountain Time Monday through Friday and transfers will not be available on Saturday. Qwest's Service center is available to assist with your needs and, if additional assistance is required you will be transferred to the customer Service Inquiry and Education (CSIE) Center until 8:00 PM MTN Time Monday – Friday. If additional assistance is required after 8:00 PM or on Saturday, Qwest will coordinate a call back or provide additional assistance as needed.

A call center ticket is opened on every call into the ISC or the CSIE Center. Upon resolution of the ticket a close code is assigned to the ticket. Upon request the close code is provided to you. Should you disagree with the codes used to close the ticket you will use the escalation process. For a list of the close codes used at the CSIE level see the Call Center Database Ticket Reports section of the *Ordering Overview PCAT* (Link italicized text to: <http://www.qwest.com/wholesale/clecs/ordering.html>).

- Access Service Requests (ASRs)

	Products & Services	Contacts	Fax
	All	800-244-1271	800-335-5680

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## Frequently Asked Questions

This section is currently being compiled based on your feedback.

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**Last Update:** ~~October 15, 2005~~ October 18, 2005

META Tags: Expedites; Escalations

Arizona Corporation Commission  
 Docket No. T-0105B-06-0257  
 Docket No. T-03406A-06-0257  
 Eschelon Telecom of Arizona, Inc.  
 Direct Testimony of Bonnie J. Johnson  
 Exhibit BJ1 - A-5  
 July 13, 2006

Arizona Corporation Commission  
Docket No. T-0105B-06-0257  
Docket No. T-03406A-06-0257  
Eschelon Telecom of Arizona, Inc.  
Direct Testimony of Bonnie J. Johnson  
Exhibit BJJ - A-5  
July 13, 2006

**From:** Isaacs, Kimberly D.  
**Sent:** Monday, October 17, 2005 8:08 AM  
**To:** 'cmpcr@qwest.com.'  
**Cc:** Johnson, Bonnie J.  
**Subject:** Objection to Level 1 Designation FW: Process Notice: Bus Procedure: GN: CMP Expedite and Escalations V29: Effective 10-18-05

Eschelon objects to the Level 1 designation of notice: PROS.10.17.05.F.03379.Expedites\_Escalations\_V29. The updates to Expedite and Escalation V29 PCAT are not simple clarifications to the existing expedite process. These updates are documenting limitations to the expedite process that have not been previously documented. According to section 5.4.3 of the CMP document, documentation concerning existing processes/products not previously documented are assigned a Level 2 designation. Therefore, Eschelon requests that Qwest withdraw notice: PROS.10.17.05.F.03379.Expedites\_Escalations\_V29 and re-issue the updates as a Level 2 notice. Thank you.

*Kim Isaacs*  
*Eschelon Telecom, Inc.*  
*ILEC Relations Process Specialist*  
*Ph: 612-436-6038*  
*Fax: 612-436-6138*  
*Email: kdisaacs@eschelon.com*

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

**From:** mailouts2@qwest.com [mailto:mailouts2@qwest.com]  
**Sent:** Monday, October 17, 2005 3:22 AM  
**To:** Isaacs, Kimberly D.  
**Subject:** Process Notice: Bus Procedure: GN: CMP Expedite and Escalations V29: Effective 10-18-05



Arizona Corporation Commission  
Docket No. T-0105B-06-0257  
Docket No. T-03406A-06-0257  
Eschelon Telecom of Arizona, Inc.  
Direct Testimony of Bonnie J. Johnson  
Exhibit BJJ - A-5  
July 13, 2006

**Announcement Date:** October 18, 2005  
**Effective Date:** Immediately  
**Document Number:** PROS.10.18.05.F.03397.Retract\_ExpandEscal\_V29  
**Notification Category:** Process Notification  
**Target Audience:** CLECs, Resellers  
**Subject:** CMP - Retract Expedites and Escalations V29  
**Level of Change:** Level 1

**Summary of Change:**

On October 18, 2005, Qwest is providing this notification of a time critical correction associated with a previously proposed update to its Expedites and Expedites V29.

This notification is being issued to retract the Level 1 Customer Notice PROS.10.17.05.F.03379.Expedites\_Escalations\_V29, which was announced on October 17, 2005. Because the Level 1 notice is being retracted, Version 28 will remain active.

Current operational document can be found on the Qwest Wholesale Web Site at this URL:  
<http://www.qwest.com/wholesale/clecs/exesclover.html>.

**Comment Cycle:**

No formal comment cycle applies. CLECs who feel the change(s) described in this Level 1 notification alter(s) CLEC operating procedures should immediately contact the Qwest CMP Manager, by e-mail, at [cmocr@qwest.com](mailto:cmocr@qwest.com).

Sincerely

Qwest Corporation

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.

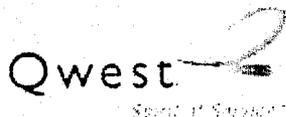
If you would like to unsubscribe to mailouts please go to the "Subscribe/Unsubscribe" web site and follow the unsubscribe instructions. The site is located at:

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

**ATTACHMENT A-6**

**6. Two Expedite Processes (Requiring Approval and For Pay) Exist, But Qwest Will No Long Honor the Expedites Process Requiring Approval for Unbundled Loop Products, Even When Conditions Met. For Loops, Expedites Only Available If CLEC Agrees to a Per Day Rate Structure.**

Arizona Corporation Commission  
Docket No. T-0105B-06-0257  
Docket No. T-03406A-06-0257  
Eschelon Telecom of Arizona, Inc.  
Direct Testimony of Bonnie J. Johnson  
Exhibit BJJ - A-6  
July 13, 2006



Arizona Corporation Commission  
 Docket No. T-0105B-06-0257  
 Docket No. T-03406A-06-0257  
 Eschelon Telecom of Arizona, Inc.  
 Direct Testimony of Bonnie J. Johnson  
 Exhibit BJJ - A-6  
 July 13, 2006

October 19, 2005

Kim Isaacs  
 Eschelon Telecom Inc.  
 730 2nd Avenue South - Suite 900  
 Minneapolis, MN 55402  
 kdisaacs@eschelon.com

TO: Kim Isaacs

**Announcement Date:** October 19, 2005  
**Proposed Effective Date:** January 3, 2006  
**Document Number:** PROS.10.19.05.F.03380.ExpeditesEscalationsV30  
**Notification Category:** Process Notification  
**Target Audience:** CLECs, Resellers  
**Subject:** CMP - Expedites and Escalations V30  
**Level of Change:** Level 3

**Summary of Change:**

On October 19, 2005, Qwest will post planned updates to its Wholesale Product Catalog that include new/revised documentation for Expedites and Escalations V30. These will be posted to the Qwest Wholesale Document Review Site located at <http://www.qwest.com/wholesale/cmp/review.html>.

Qwest is changing its Expedite process to require an expedite amendment to be signed for expedited requests that involve products that follow the designed services flow in order to bring parity across its entire customer base. Qwest recognizes that time is required for some customers to get amendments signed and is therefore extending the implementation of the Level 3 process change beyond the allotted 45 day time frame.

Current operational documentation for this product or business procedure is found on the Qwest Wholesale Web Site at this URL: <http://www.qwest.com/wholesale/clecs/exesclover.html>.

**Comment Cycle:**

CLEC customers are encouraged to review these proposed changes and provide comment at any time during the 15-day comment review period. Qwest will have up to 15 days following the close of the comment review to respond to any CLEC comments. This response will be included as part of the final notification. Qwest will not implement the change sooner than 15 days following the final notification.

Qwest provides an electronic means for CLEC customers to comment on proposed changes. The Document Review Web Site provides a list of all documents that are in the review stage, the process for CLECs to use to comment on documents, the submit comment link, and links to current documentation and past review documents. The Document Review Web Site is found at <http://www.qwest.com/wholesale/cmp/review.html>. Fill in all required fields and be sure to reference the Notification Number listed above.

**Timeline:**

Planned Updates Posted to Document Review Site	Available October 19, 2005
CLEC Comment Cycle on Documentation Begins	Beginning October 20, 2005
CLEC Comment Cycle Ends	5:00 PM, MT November 03, 2005

Qwest Response to CLEC Comments (if applicable)	Available November 18, 2005 <a href="http://www.qwest.com/wholesale/cmp/review_archive.html">http://www.qwest.com/wholesale/cmp/review_archive.html</a>
Proposed Effective Date	January 3, 2006

If you have any questions on this subject, please submit comments through the following link:  
<http://www.qwest.com/wholesale/cmp/comment.html>.

Sincerely,

Qwest Corporation

Arizona Corporation Commission  
Docket No. T-0105B-06-0257  
Docket No. T-03406A-06-0257  
Eschelon Telecom of Arizona, Inc.  
Direct Testimony of Bonnie J. Johnson  
Exhibit BJJ - A-6  
July 13, 2006

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: Coleen Austin  
Joshua Nielsen

Qwest Communications 1600 7th Ave Room 1806 Seattle WA 98008

## Expedites and Escalations Overview – ~~V29.0~~V30.0

*History Log* (Link italicized text to: Replace Existing Download With Attached History Log)

### Introduction

Qwest quickly responds to your escalation or expedite requests offering you clear and complete explanations so you can satisfactorily respond to your end-users.

- Expedites are requests for an improved standard interval that is shorter than the interval defined in our **Service Interval Guide (SIG)** (Link italicized text to: <http://www.qwest.com/wholesale/guides/sig/index.html>) or your interconnection Agreement (ICA), Individual Case Basis (ICB) or committed to ICB (Ready for Service (RFS) + Interval) date.
- Escalations can be initiated for any issue, at anytime, and at any escalation point. Escalations can also be for requests for status or intervention around a missed date.

The following summarizes the processes used within Qwest for all Wholesale Products and Services to handle expedite and escalation requests.

### Expedites

Requesting an expedite follows one of two processes, depending on the product being requested and the language in your Interconnection Agreement (ICA). If the request being expedited is for a product on the list of products contained in the "Pre-Approved Expedites" section below (see below), and your ICA ~~has~~ must contain language supporting expedited requests with a "per day" expedite rate, then the requested does not need approval. If the request being expedited is for a product that is not on the defined list, or your ICA does not support a "per day" expedite rate, then the expedited request follows the process defined in the "Expedites Requiring Approval" section below.

#### Expedites Requiring Approval

For products not listed in the Pre-Approved Expedite section below, (non-designed products such as POTS, Centrex or DSL service), or if your ICA does not contain, or has not been amended to include language for expedites with an associated "per day" expedite rate for those specified designed services, the following expedite process applies. Expedite charges are not applicable with the Expedites Requiring Approval process.

Following is a list of conditions where an expedite is granted:

- Fire
- Flood
- Medical emergency
- National emergency
- Conditions where your end-user is completely out of service (primary line)
- Disconnect in error by Qwest
- Requested service necessary for your end-user's grand opening event delayed for facilities or equipment reasons with a future RFS date
- Delayed orders with a future RFS date that meet any of the above described conditions
- National Security
- Business Classes of Service unable to dial 911 due to previous order activity
- Business Classes of Service where hunting, call forwarding or voice mail features are not working correctly due to previous order activity where the end-users business is being critically affected

For any of the above conditions, expedited request can be made either prior to, or after, submitting your service request.

To request an expedite on a Local Service Request (LSR) you can either:

- Submit the request with your expedited due date and populate the EXP field. Also include in REMARKS the reason for the expedited request and then call the Qwest Call Center.
- Submit the request with a due date interval from our SIG (Link italicized text to: <http://www.qwest.com/wholesale/guides/sig/index.html>) or your ICA and then call the Qwest Call Center.

In both scenarios, a call to the Qwest Call Center is required on 1-888-796-9087 to process the expedited request.

To request an expedite on service requests issued via an Access Service Request (ASR), you may use either of the options described above for LSRs to submit the ASR. You should then call 1 800-244-1271

You may be asked to provide verification of the expedited reason or situation for any of the expedite reasons listed above. In some cases, you may be asked for the service order number that caused the expedite condition, such as the service order number that caused the hunting or call forwarding expedite. The type of verification required will depend on the specific circumstances of the expedite and will be determined on an Individual Case Basis (ICB).

Once your expedite request is received, your Wholesale representative will review the request based on the previous list of available expedite scenarios to determine if the request is eligible for an expedite. If approved, the next step is to contact our Network organization to determine resource availability.

Depending on the type of service on the account, the following action is taken once the request is determined to be eligible for an expedited due date:

#### **Non-Designed/No Dispatch Required**

For requests that do not require a dispatch, the order is issued with the expedited due date.

#### **Non-Designed/Dispatch Required**

For requests that require a dispatch, the Network organization is contacted to determine Technician availability. If appointments are available on the requested due date, your expedite is granted. If no appointments are available, then Qwest will offer an alternative date, if one is available, prior to the requested due date. You can expect to receive a response to your expedited request usually within four business hours.

#### **Designed Services**

For Designed Services, the Network organization is contacted to determine resource availability for the Central Office and Outside Technicians as well as for the Testers that work with you to accept the service. You can expect to receive a response usually within four business hours.

#### **Approved Expedited Requests**

If the expedited request is approved and the original request contained the expedited due date and the EXP field was populated, Qwest will return a Firm Order Confirmation (FOC) acknowledging the agreed to expedited due date. If the expedited or agreed to due date is different from what was originally submitted on the ASR or LSR, Qwest will contact you and request that you supplement your request with the agreed to expedited date. The EXP field on the supplement ASR or LSR must also be populated. If the supplement is not received within

four business hours, Qwest will continue to process the ASR or LSR as if the expedited request was not received and will FOC back the standard interval or the original due date provided on the ASR or LSR if it was longer than the standard interval.

### Denied Expedited Requests

If denied, then we will provide you reasons that the request was denied or we will offer an alternative date that we could install the service. If the request is denied, and you still want to continue to have Qwest provision the service request, Qwest will return a FOC with the standard interval or the original due date provided on the FOC if it was longer than the standard interval.

### Pre-Approved Expedites

The Pre-Approved expedite process is available in all states except Washington for the products listed below when your ICA contains language for expedites with an associated per day expedite charge.

Note: Resold Designed products are automatically included based on the terms and conditions outlined in the ICA and individual state tariffs, catalogs or price lists.

For products other than the Resold Design products identified below, if your contract does not contain the appropriate expedite language, you will not be able to expedite the request unless the expedite is due to a Qwest caused reason.

The Expedites Requiring Approval section of this procedure does not apply to any of the products listed below (unless you are ordering services in the state of WA).

An expedite charge applies per ASR or LSR for every day that the due date interval is improved, based on the standard interval in the SIG, ICA, or ICB criteria as described above. It is not necessary for you to call into Qwest to have the expedite approved. To expedite a service request on an ASR or LSR you must populate the EXP field and put the desired expedited due date in the DDD field on the ASR or LSR.

NOTE: If you order Resold Design Products, which are identified below, you do not need to sign an amendment. You are automatically included based on the terms and conditions outlined in the ICA and individual state tariffs, catalogs or price lists.

When Qwest receives an ASR or LSR with the EXP populated and the DDD is less than the standard interval, Qwest will determine if the request is eligible for an expedite without a call from you. If the request meets the criteria for the Pre-Approved Expedite process, Qwest will process the request and return a FOC acknowledging the expedited due date. The appropriate expedite charge will be added to your service order.

If the request does not meet the criteria for the Pre-Approved Expedite process, the ASR or LSR will be processed under the guidelines for Expedites Requiring Approval as described above using the standard interval that is defined in the *Standard Interval Guide for Resale, UNE and Interconnection Services* (Link italicized text to: <http://www.qwest.com/wholesale/guides/sig/index.html>).

Following is a list of the products, which require an amendment expedite language in the ICA and may be expedited that will receive the appropriate Expedite Charge:

- UBL all except 2w/4w analog

- UBL DID (Unbundled digital trunk)
- UBL DS1 (Unbundled digital trunk facility)
- UNE-C PL (EEL)
- UNE-P ISDN BRI
- UNE-P DSS Facility
- UNE-P DSS Trunk
- UNE-P PRI ISDN Facility
- UNE-P PRI ISDN Trunk
- UNE-P PBX Designed Trunks
- UNE-P PBX DID IN-Only Trunks
- UDIT
- LIS
- CCSAC SS7 Trunk or Facility
- Unbundled Dark Fiber

Following is a list of Resold Designed Products, which do not require an amendment, which may be expedited and will receive the appropriate expedite charge:

- Analog PBX DID
- Private Line (DS0, DS1, DS3 or above)
- ISDN PRI T1
- ISDN PRI Trunk
- ISDN BRI Trunk
- Frame Relay Trunk
- DESIGNED TRUNKS (Includes designed PBX trunks) Trunk
- MDS / MDSI (IIS Only)
- DPAs (multiple DPAs or FX, FCO) Trunk

Note: Any requests that are expedited due to a Qwest caused reason, do not incur an expedite charge. Additionally, if the due date of an expedited request is missed due to Qwest reasons, expedite charges do not apply.

If the order becomes a Delayed Order on the due date, Qwest will cooperatively work with you to obtain the best Ready For Service date (RFS) possible and expedite charges do not apply.

If an order becomes delayed for facilities prior to the due date, once Qwest establishes a new RFS it is communicated to you via the FOC. If you do not accept the due date that is established and request to expedite the RFS, expedite charges may apply. Each expedited delayed order request will be reviewed on an ICB to determine if expedite charges apply. If the expedited due date request results in Qwest incurring additional costs to improve the date that was FOC'd, expedite charges apply. Qwest will advise you if expedite charges apply prior to confirming the expedited request to obtain approval from you, or offer an alternate date that Qwest can meet. The expedite charges will be based on the number of days improved from the original RFS date.

#### **Expedites Supporting Non-Qwest caused Restoral Requests**

This process includes Restoral Requests on Resale/UNE-P/Retail to Resale or UNE-P Conversions and Transfer of Service when the service orders have completed. This process applies to Resale/UNE-P POTS, Resale/UNE-S and Resale UNE-P Centrex 21 products, including DSL.

You will follow this documented **Expedite** process as outlined when you require an expedite to a standard interval in order to restore an end-user due to a Non-Qwest caused out of service condition. An expedite restoral request is a result of your inability to complete a conversion or outside move service request where you were unable to cancel or change the due date on the

service order(s) prior to order completion. Restoral requests may involve you alone, a Qwest Retail account and you, or you and a different CLEC on conversion and outside move (T & F) type service order's. Restoral requests will be accepted for both full and partial restorals.

When an expedite restoral request situation occurs, refer to the following when you prepare your service request:

- Issue the Restoral Request LSR as directed per the Decision Charts and order type scenario's.
  - Populate the RPON field with the PON used on the original LSR if available
  - Populate the EXP field
  - Populate Manual IND = Y
  - The REMARKS field can be populated with the specific reason for the request such as:
    - ☐ Restoral request Full, Resale to UNE-P conv, restore original service, Or
    - ☐ Restoral request, Partial, Resale to UNE-P conv, restore original service, Or
    - ☐ Restoral request, Partial, UNE-P to Resale conv, restore original service, Or
    - ☐ Restoral request, Full, Resale or UNE-P T&F, restore F location, etc., Or
    - ☐ Restoral Request, Restore original full service back to CLEC XXXX, Or
    - ☐ Restoral Request, Restore original partial service back to CLEC XXXX, Or
    - ☐ Restoral Request, Restore original F Loc service, full/partial back to old CLEC
    - ☐ Restoral Request, Disc service, restore original Retail service, full/partial
- Contact the Wholesale Interconnect Services Center (ISC) at 888 796-9087
- Open an Escalation ticket.
- Request a Warm Transfer to the Customer Service Inquiry and Education Center (CSIE) Tier 1 support group.
- Request a Restoral Request for Previous Service.
- Provide LSR ID if appropriate per Decision Chart and order type scenario's.

#### Benefits

- Expedited intervals for restoral of previous service
- Uniform documented process for restoral requests
- Qwest will negate the one month minimum billing on a disconnect or conversion service order as applicable.

#### Restrictions

- You must issue appropriate LSRs first (if directed to do so per the Decision Chart below) followed by opening a Call Center escalation ticket. Restoral requests received prior to new LSR issuance will not be accepted, excludes Qwest Retail restorals.
- Standard intervals must be used when submitting LSRs, CSIE will expedite due date appropriately for restoral
- Expedited restoral requests must be requested within 24 hours, extending into the next business day, following the LSR completion date. Restoral requests received after 3 PM will be considered next business day work activity; this includes restoral requests received after 3 PM on Saturday based on the SIG (except for DSL)."
- Service being restored must be the same type of service with same features, same TN's, etc. as was previously provisioned. Full or partial restorals are acceptable.
- Qwest will reuse facilities when the facilities are available for the restoral.
- All applicable recurring and non-recurring charges will apply, based on order completion and physical work that was completed or needs to be completed to restore service. Retail practices will apply when restoring Qwest Retail accounts.
- When a restoral involves two CLECs, it is up to you and the old CLEC to coordinate and agree upon an expedite, prior to opening up the Call Center Escalation ticket(s).
- Expedite charges may apply based upon individual interconnection agreements, state tariffs or SGATS.

The following **Order Type Scenario's** are included in this restoral process:

1. Resale / UNE-P T & F, same CLEC
2. Resale to UNE-P Conversion as is, same CLEC
3. Resale to UNE-P Conversion as specified, same CLEC
4. UNE-P to Resale Conversion as is, same CLEC
5. UNE-P to Resale Conversion as specified, same CLEC
6. Resale / UNE-P Migration to new CLEC with move via single LSR
7. Resale to UNE-P Conversion as is, to a new CLEC
8. Resale to UNE-P Conversion as specified, to a new CLEC
9. UNE-P to Resale Conversion as is, to a new CLEC
10. UNE-P to Resale Conversion as is, to a new CLEC
11. Qwest Retail to Resale / UNE-P Conversion as is
12. Qwest Retail to Resale / UNE-P Conversion as specified
13. Qwest Retail to Resale / UNE-P Conversion with move via single LSR process

Decision Chart, Scenario's 1-5, Same CLEC		
IF	AND	THEN
Conversion, Migration and/or Move Service Order has completed	You want full or partial restoral of previous service	<ul style="list-style-type: none"> <li>• Issue Restoral Request LSR as appropriate based on order scenario and order completion, such as a New Connect, Change or Conversion with or without move, Transfer of Service or Disconnect</li> <li>• Follow expedite procedures</li> </ul>

Decision Chart, Scenario's 6-10, To a New CLEC		
IF	AND	THEN
Conversion, Migration and/or Move Service Order has completed	You want full or partial restoral of previous service	<ul style="list-style-type: none"> <li>• Either the end-user, or the new CLEC and the end-user must contact the old CLEC's Customer Contact Center and request that the end-user's service be re-established as previously provisioned for the old CLEC on Resale or UNE-P service</li> <li>• Old CLEC must follow expedite procedures</li> <li>• Old CLEC will issue Restoral Request LSR as appropriate based on order scenario and order completion, such as a New Connect, Change or Conversion with or without move</li> <li>• New CLEC must follow expedite procedures</li> <li>• New CLEC will issue Disconnect LSR if required based on order scenario</li> </ul>

		and order completion <ul style="list-style-type: none"> <li>• Old and new CLECs will coordinate their order activity</li> <li>• Contact your Qwest Service Manager if you require assistance with old CLEC contact</li> </ul>
--	--	---

Decision Chart, Scenario's 11-13, Conversion from Qwest Retail to New CLEC		
IF	AND	THEN
Conversion, Migration and/or Move Service Order has Completed	You want full or partial restoral of previous service	<ul style="list-style-type: none"> <li>• Contact the Wholesale ISC Call Center at 888 796-9087</li> <li>• Open an Escalation ticket</li> <li>• Request a warm transfer to the CSIE Tier 1 support group</li> <li>• Place a verbal Restoral Request for Previous Retail Service, full or partial restoral</li> <li>• CSIE will advise you if a new LSR will need to be issued by you</li> <li>• If a new LSR is needed and is not issued within 2 business hours, the escalation ticket will be closed. If this occurs, the CLEC must start the expedite process again once the LSR has been issued as directed.</li> </ul>

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## Escalations

Escalations are a request for status or intervention around a missed critical date such as:

- Plant Test Date (PTD)
- Due Date (DD)
- Ready For Service (RFS)

Qwest's Service Centers pro-actively escalate any critical dates in jeopardy and will notify you. If, however, you find it necessary to initiate an escalation, call the assigned Qwest Wholesale Center Representative at one of the numbers listed in the Expedites section for assistance. Regardless of how initiated, by you or internally, Qwest escalation roles and responsibilities can be summarized as:

- Qwest Wholesale Center Representatives  
Local Service Request (LSR) or Access Service Request (ASR) escalations related to Rejects/Delayed orders, critical dates and Firm Order Confirmations (FOC).
- Qwest Service Manager

- Involved only after normal processes fail to resolve the escalation to your satisfaction. Evaluates the situation based on commitments managing associated resolution activities.
- **Qwest Senior Service Manager/Director**  
Involved only when the Service Manager's efforts are unsuccessful. Provides direction to those working the issue, partnering with Center Coaches and Team leaders.
- **Qwest Senior Service Director/Vice President**  
Contacted for direction and/or assistance for those working the escalation, providing timely status updates back to the prior level and you directly.

### **Escalations – Maintenance and Repair**

At your discretion, you may initiate an escalation of your trouble report through our electronic interface Customer Electronic Maintenance and Repair (CEMR) or by calling either the Account Maintenance Support Center (AMSC) for Unbundled Network Elements (UNEs) and Complex services or the Repair Call Handling Center (RCHC) for Plain Old Telephone Service (POTS) and Non-Complex services. Refer to our **Maintenance and Repair Overview** (Link italicized text to: <http://www.qwest.com/wholesale/clecs/maintenance.html>) for additional information. You will be referred to **Held, Escalated & Expedited Tool (HEET)** (Link italicized text to: <http://www.qwest.com/wholesale/systems/heet.html>) for ongoing status if your service was requested on an ASR.

### **Escalations – Technical Escalation Process**

Additional information about the Technical Escalation Process can be obtained from Qwest's Operations Support Systems General Information. (Link italicized text to: <http://www.qwest.com/wholesale/systems/generalinfo.html>)

Note: Occasionally, your end-user may find their way to the Qwest Wholesale Center or Qwest Service Manager and our Wholesale Center Representatives will explain that you are our customer and direct them to you for assistance.

Should you have questions, or need additional information related to the expedite or escalation processes defined above, contact your **Qwest Service Manager** (Link italicized text to: <http://www.qwest.com/wholesale/clecs/accountmanagers.html>) for assistance.

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## **Training**

### **Qwest 101 "Doing Business With Qwest"**

This introductory instructor-led training course is designed to teach the CLEC and Reseller how to do business with Qwest. It will provide a general overview of products and services, Qwest billing and support systems, processes for submitting service requests, reports, and web resource access information. Click here (Link italicized text to: [http://www.qwest.com/wholesale/training/ilt\\_desc\\_qwest\\_101.html](http://www.qwest.com/wholesale/training/ilt_desc_qwest_101.html)) for course detail and registration information.

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## **Contacts**

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

**Expedites and Escalations**

- **Local Service Requests (LSRs)**

<b>Wholesale Center</b>			
<b>Tier</b>	<b>Responsibility</b>	<b>Activity</b>	<b>Contacts</b>
Tier 0	Interconnect Service Center (ISC)	First point of contact for CLECs Ticket opened	888-796-9087
Tier 1	Customer Service Inquiry and Education Center (CSIE)	Respond to issues not resolved at Tier 0	888-796-9087
Tier 2	Subject Matter Expert (SME), Team Leaders, Team Coaches	Respond to issues not resolved at Tier 1	800-366-9974
Tier 3	Appropriate Qwest Service Manager	Respond to issues not resolved at Tier 2	Service Manager (Link italicized text to: <a href="http://www.qwest.com/wholesale/clecs/accontmanagers.html">http://www.qwest.com/wholesale/clecs/accontmanagers.html</a> )

NOTE: The Interconnect Service Center (ISC) will not be available for transfers after 8:00 PM Mountain Time Monday through Friday and transfers will not be available on Saturday. Qwest's Service center is available to assist with your needs and, if additional assistance is required you will be transferred to the customer Service Inquiry and Education (CSIE) Center until 8:00 PM MTN Time Monday – Friday. If additional assistance is required after 8:00 PM or on Saturday, Qwest will coordinate a call back or provide additional assistance as needed.

A call center ticket is opened on every call into the ISC or the CSIE Center. Upon resolution of the ticket a close code is assigned to the ticket. Upon request the close code is provided to you. Should you disagree with the codes used to close the ticket you will use the escalation process. For a list of the close codes used at the CSIE level see the Call Center Database Ticket Reports section of the *Ordering Overview PCAT* (Link italicized text to: <http://www.qwest.com/wholesale/clecs/ordering.html>).

- Access Service Requests (ASRs)

	<b>Products &amp; Services</b>	<b>Contacts</b>	<b>Fax</b>
	All	800-244-1271	800-335-5680

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## Frequently Asked Questions

This section is currently being compiled based on your feedback.

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**Last Update:** ~~October 18, 2005~~ January 3, 2006

META Tags: Expedites; Escalations

**ATTACHMENT A-7**

## **7. CLEC Objections, Qwest's Denials, and Dispute Resolution**

Arizona Corporation Commission  
Docket No. T-0105B-06-0257  
Docket No. T-03406A-06-0257  
Eschelon Telecom of Arizona, Inc.  
Direct Testimony of Bonnie J. Johnson  
Exhibit BJJ - A-7  
July 13, 2006

**From:** Isaacs, Kimberly D.  
**Sent:** Friday, October 21, 2005 9:12 AM  
**To:** 'QWEST CMP MANAGER (E-mail)'  
**Cc:** Johnson, Bonnie J.  
**Subject:** Ad-Hoc Call Requested FW: Process Notice: Bus Procedure: GN: CMP Expedites and Escalations V30: Effective 1-3-06  
**Importance:** High

Eschelon is requesting an ad-hoc call with Qwest and the CLEC community to discuss notice: PROS.10.19.05.F.03380.ExpeditesEscalationsV30. Before Eschelon can determine the impact of this change, Eschelon needs further information from Qwest. Specifically, Eschelon would like to discuss, why Qwest believes this change is needed and what is the difference between the existing expedite process and the expedite process Qwest has proposed in notice: PROS.10.19.05.F.03380.ExpeditesEscalationsV30? Thank you.

*Kim Isaacs*  
*Eschelon Telecom, Inc.*  
*ILEC Relations Process Specialist*  
*Ph: 612-436-6038*  
*Fax: 612-436-6138*  
*Email: kdisaacs@eschelon.com*

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

**From:** mailouts2@qwest.com [mailto:mailouts2@qwest.com]  
**Sent:** Wednesday, October 19, 2005 3:23 AM  
**To:** Isaacs, Kimberly D.  
**Subject:** Process Notice: Bus Procedure: GN: CMP Expedites and Escalations V30: Effective 1-3-06

Escalation  
Company: McLeodUSA  
CR#: PROS.09.12.05.F.03242.Expedites\_Escalations\_V27  
Status Code: Completed

=====  
Description:

2w/4w analog loops are no longer an exception in the Pre-Approved Expedite process. Thus Qwest will begin charging \$200 per circuit per day expedite fee instead of following the existing process of approving expedites based upon the Expedites Requiring Approval process.

History of Item:  
McLeodUSA was not even aware this issue was on table for discussion.

Reason for Escalation / Dispute:  
McLeodUSA wants 2w/4w loops to remain in the Expedites Requiring Approval process and thus incur no charges for an approved expedite.

Business Need and Impact:  
Makes it almost impossible for McLeodUSA to expedite with such a high charge for just 2w/4w loop service.

Desired CLEC Resolution:  
McLeodUSA wants 2w/4w loops to remain in the Expedites Requiring Approval process and thus incur no charges for an approved expedite.

=====  
Lead Submitter:

Name: James LeBlanc  
Title: Vendor Manager  
Phone Number: 918-419-3496  
E-mail Address: james.leblanc@mcleodusa.com

Joint Submitters:

Date/Time Submitted: Thu Oct 27 2005 13:40:13 GMT-0500 (Central Daylight Time)

---

**From:** Harlan, Cynthia

**Sent:** Monday, November 07, 2005 10:45 AM

**To:** 'lhankins@covad.com'; 'Jim.hickle@velocitytelephone.com'; 'Johnson, Bonnie J.'; 'Van Meter, Sharon K, NEO'; 'lynn\_kellas@eli.net'; 'amandas@vcicompany.com'

**Cc:** Harlan, Cynthia; 'Leblanc, James B.'

**Subject:** Escalation Response posted to web

During the October 19 CMP meeting, the CLEC community requested that Qwest update the Escalation process to inform the CLECs that have chosen to participate in the Escalation that the Escalation Response has been posted to the Qwest web site. In the spirit of the conversation at the October CMP meeting, this email is to advise the participants of Escalation #39 that Qwest has posted the Escalation Response at the following url:

<http://www.qwest.com/wholesale/cmp/escalations.html>

In addition, Qwest has submitted a CR to change the Escalation Process. This CR is on the agenda for the November CMP meeting.

Thank you,

Cindy Harlan

*Cindy Harlan*

*Wholesale Change Management*

*Qwest*

303-382-5765

**From:** Isaacs, Kimberly D.  
**Sent:** Tuesday, March 28, 2006 8:58 AM  
**To:** 'Martain, Jill'  
**Subject:** Escalation #39 PROS.09.12.05.F.03242.Expedites\_Escalations\_V27

Hi Jill,  
I am fairly certain that Eschelon joined this escalation but I do not see a list of CLECs that joined the escalation posted on the Qwest website. Where can I find the list of CLECs that joined an escalation? Also, can you confirm that Eschelon joined Escalation #39? Thanks.

*Kim Isaacs*  
*Eschelon Telecom, Inc.*  
*ILEC Relations Process Specialist*  
*Ph: 612-436-6038*  
*Fax: 612-436-6138*  
*Email: kdisaacs@eschelon.com*

**From:** Martain, Jill [mailto:Jill.Martain@qwest.com]  
**Sent:** Tuesday, March 28, 2006 11:20 AM  
**To:** Isaacs, Kimberly D.  
**Subject:** FW: Escalation Response posted to web

Hi Kim,

Qwest does not formally post the escalation participants on the external web; however, we do show that Eschelon did join the escalation. Per our discussions at CMP, and the subsequent change to the CMP document, we did include the escalation participants in our response. Following is a copy of the email that was sent. If you have additional questions, please let me know.

Regards,  
Jill Martain  
Qwest

---

**From:** Harlan, Cynthia  
**Sent:** Tuesday, March 28, 2006 9:11 AM  
**To:** Martain, Jill  
**Cc:** Lorence, Susan  
**Subject:** FW: Escalation Response posted to web

Fyi - email to all participants

*Cindy Harlan*  
*Wholesale Change Management*  
*Qwest*  
*303-382-5765*

**From:** Harlan, Cynthia  
**Sent:** Monday, November 07, 2005 10:45 AM  
**To:** 'lhankins@covad.com'; 'Jim.hickle@velocitytelephone.com'; 'Johnson, Bonnie J.'; 'Van Meter, Sharon K, NEO'; 'lynn\_kellas@eli.net'; 'amandas@vcompany.com'  
**Cc:** Harlan, Cynthia; 'Leblanc, James B.'  
**Subject:** Escalation Response posted to web

During the October 19 CMP meeting, the CLEC community requested that Qwest update the Escalation process to inform the CLECs that have chosen to participate in the Escalation that the Escalation Response has been posted to the Qwest web site. In the spirit of the conversation at the October CMP meeting, this email is to advise the participants of Escalation #39 that Qwest has posted the Escalation Response at the following url:

<http://www.qwest.com/wholesale/cmp/escalations.html>

In addition, Qwest has submitted a CR to change the Escalation Process. This CR is on the agenda for the November CMP meeting.

Thank you,  
Cindy Harlan

*Cindy Harlan*  
*Wholesale Change Management*  
*Qwest*  
303-382-5765

## Qwest Response to Document In Review

**Response Date:** November 18, 2005  
**Document:** Process: Expedites and Escalations V30  
**Original Notification Date:** October 19, 2005  
**Notification Number:** PROS.10.19.05.F.03380.ExpeditesEscalationsV30  
**Category of Change:** Level 3

Qwest recently posted proposed updates to Expedites and Escalations V30 CLECs were invited to provide comments to these proposed changes during a Document Review period from October 20, 2005 through November 3, 2005. 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/cnla/>  
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](mailto:cmpcomm@qwest.com).

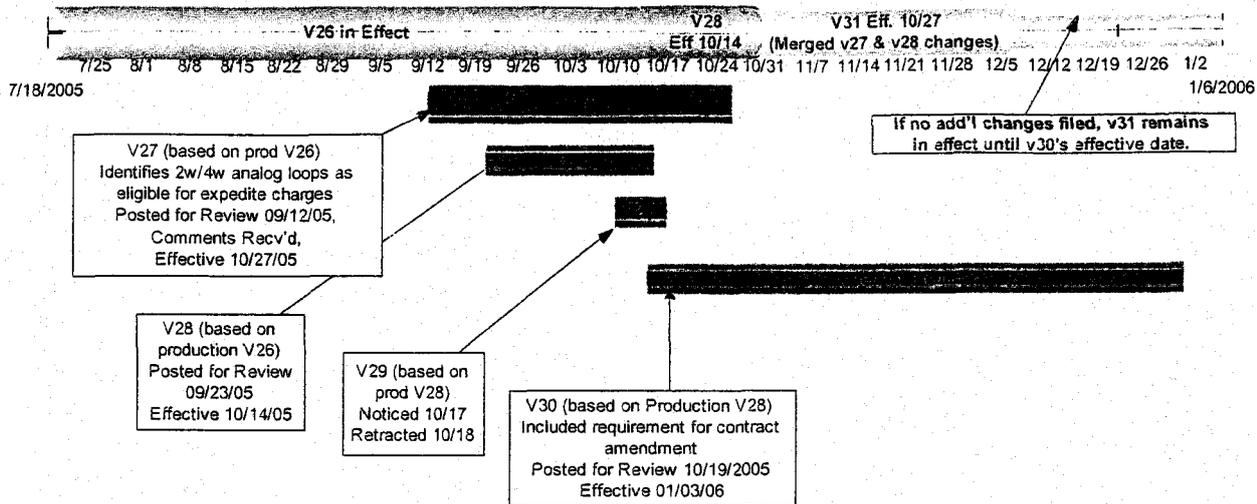
### Qwest Response to Product/Process Expedites and Escalations V30 Comments

As a course of doing documentation updates, it is not unusual for multiple changes to be in process at any given time. These changes may or may not ultimately be implemented. Therefore, CMP standard practice is to base the proposed changes on the current production Version, not a Version that is in process. It appears that this practice led to the submittal of comments by the CLECs during the V30 comment cycle that actually addressed changes made in V27 of this document.

The picture below provides a timeline of the changes that have been made to this document. Version 27 of the document included the change to make 2w/4w analog loops eligible for expedite payments. That change was not commented on (other than a clarifying question on the rate) during the comment cycle and became effective on 10/27/05. Because Version 28 had already become effective, Version 31 was issued -- and merged the Version 27 changes with the Version 28 changes.

Meanwhile Version 30, which added language requiring an amendment to address expedites, had been created. Because Version 30 was created before Version 27 had taken effect, it did not include the Version 27 language per CMP practice. The Version 30 changes will be incorporated into the version that is in production on 1/3/06.

Several of the comments received on the Version 30 document actually address changes that were made in Version 27. Qwest will not respond to the comments which address Version 27 changes but will respond to comments related to the Version 30 amendment language.



Arizona Corporation Commission  
Docket No. T-0105B-06-0257  
Docket No. T-03406A-06-0257  
Eschelon Telecom of Arizona, Inc.  
Direct Testimony of Bonnie J. Johnson  
Exhibit BJJ - A-7  
July 13, 2006

#	Page/Section	CLEC Comment	Qwest Response
1		<p><i>McCloud</i> 10/26/05 Comment: Qwest announced it will begin charging expedite fee for 2w/4w loops on Oct. 27th. Qwest just posted a Expedites and Escalations V30 which still has the 2w/4w analog loop exception included. I looked at the previous version (V29) and the exception was also present in that version. Qwest has given until November 3rd to comment on the V30 so I don't see how (1) Qwest can begin charging tomorrow (Oct. 27th) when the review isn't complete and (2) Qwest can even claim that 2w/4w analog loops are no longer an exception in the Pre-Approved Expedite process when it doesn't appear that Qwest has addressed this issue in prior reviews</p>	<p>The change referenced in this comment was included in Version 27 which is already in effect.</p>
2		<p><i>McCloud</i> 11/1/05 Comment:</p>	<p>There is no condition being removed in the Version 30 change. The change referenced in this comment was included in Version 27</p>

	<p>Can you please clarify which condition is being removed where an expedite is granted? Also, I see under the "Pre-Approved Expedites" section that the first product listed is "UBL all except 2W/4W analog".</p> <p>Does this mean that we are going to have this as an exception starting with V30 going forward? I don't see this listed in the history log as something that is being added back into the document as an exception. Please advise. Thank you.</p>	<p>which is already in effect.</p> <p>V30 is changing the process to require expedite language in the customers Interconnection Agreement (ICA) when an expedite is requested for products that follow the designed services flow. Products that follow the designed services flow will not be part of the Expedite Requiring Approval process except in the state of Washington.</p>
3	<p><i>Eschelon</i>  11-3-05  Comment:  In Qwest's response to Covad's CR PC021904-1, Qwest said: "If a CLEC chooses not to amend their Interconnection Agreement, the current expedite criteria and process will be used." The current "expedite requiring approval process" allows a CLEC to request an expedite, at no charge, when the customer's needs met certain criteria. Eschelon relied upon Qwest's response and based its decision to comment, or not comment, on that response. Qwest is now failing to keep the commitments it made to CLECs in CMP, and in its response to Covad, by now changing its position on expedites and unilaterally imposing charges via a process change in CMP. Qwest's proposed change to remove the existing approval required expedite process for designed products will negatively impact Eschelon and its</p>	<p>In regards to Eschelon's comments regarding Qwest's commitments with PC021904-1, discrimination allegations and timing of process notifications, Qwest submits the following response:</p> <p>Qwest did meet its commitment to PC021904-1. As with all processes that exist, they do change over time. Qwest utilized the appropriate CMP notification processes to notify CLECs of the pending changes. In fact, with this particular PCAT, process changes have been implemented since PC021904-1 was closed. For example, Qwest changed the process when it bills expedite charges in the following situations: billing per ASR/LSR instead of per service order, bill expedite charges on delayed orders only when additional costs are incurred, and finally, changed the pre-approved expedite process to include port in/port within.</p> <p>Qwest does not sell Unbundled Loops to its end user customers so it is not appropriate to make a comparison to retail in this situation. Qwest is selling a pipe, not a switched POTS service. The DS0 UBL product can be used for services other than a POTS type service and Qwest does not know what service the CLEC is providing its end user with the DS0 pipe. Therefore, Qwest's position is that there is not the parity component that is being raised with this comment.</p>

customers. Qwest said its basis for this change is "parity" and that Qwest retail charges for all expedites for "designed" services. However, this claim of "parity" is misleading as Qwest's new process now treats CLEC POTS customers differently than Qwest POTS customers. Qwest defines parity based on whether a service is "designed." Qwest has chosen to apply the "design" process to DS0 UBLs, but not to its own POTS customers. The result is that though from the customer perspective the service is the same, Qwest now proposes to treat them differently for the expedite process. The change Qwest is proposing is discriminatory to CLECs and their customers. A CLEC DS0 UBL and a Qwest retail 1FB functionally are the same service. A DS0 loop is merely a POTS line that Qwest choose to provision using a design flow process. For example, a customer could request an expedite using the approval required process when ordering service from Qwest (e.g. a 1FB), and would not have to pay additional charges for the expedite. However, if the customer orders service from a CLEC via a DS0 loop and the customer requests an expedite from the CLEC, the CLEC and the customer would have to pay an additional charge for the same basic service.

Eschelon objects to Qwest's proposed changes to the current approval required

Finally, Qwest did choose to implement the changes on different process notices. This was done to allow the CLEC community ample time to get the expedite amendments through the implementation process, which is longer than the CMP Level 3 notification requirements. For each of the process changes that were made on this process since PC021904-1 completed, Qwest stated clearly in the notification the process change that was being made in each of the notifications.

Arizona Corporation Commission  
Docket No. T-0105B-06-0257  
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Eschelon Telecom of Arizona, Inc.  
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Exhibit BJJ - A-7  
July 13, 2006

		<p>expedite process because it is discriminatory to CLECs and CLEC customers. In addition, because Eschelon relied upon Qwest's comments to Covad's CR, Eschelon also objects to Qwest's addition of UBL DS0 products to the pre-approved list of products. Qwest chose to make the change to the approval required expedite process after it added DS0 loops to the product list for pre-approved products. The result is that CLECs were unable to effectively comment on a change that now, coupled with Qwest's further change, significantly impacts a CLEC's business.</p>	
4		<p><i>McCloud</i>  11-3-05  Comment: Qwest's removal of the 2w/4w analog loop exception from the Expedites Requiring Approval processing places CLECs at a competitive disadvantage because it forces expedite charges upon the end user consumer only when that end user consumer is purchasing from a facilities based CLEC. These expedite charges are not applicable if the end user consumer is purchasing from Qwest or a non-facilities based provider.</p>	<p>The change referenced in this comment was included in Version 27 which is already in effect.</p>
5		<p><i>PriorityOne</i>  11-3-05  Comment:  PriorityOne Telecommunications, Inc. objects to Qwest's proposed changes due to feeling that it is discriminatory to CLEC's and CLEC customers. Adding UBL DSO to the list of products is</p>	<p>The change referenced in this comment was included in Version 27 which is already in effect.</p> <p>Qwest has noted PriorityOne's objection to the process change associated with V30. The process change associated with V30 is being made to create consistencies across Qwest's entire customer base for products that follow the Designed Services flow.</p>

		<p>not "parity" as the customer's perception is that they are requesting a "line". The end user does not know whether the line is POTs or UBL DSO. They just know that it's a line.</p> <p>Also, PriorityOne objects to Qwest's proposed change to remove the existing approval required expedite process for designed products and note that it will negatively impact PriorityOne and its customers.</p>	
6		<p><i>Covad</i>  11-3-05  Comment:  Regarding Qwest's proposed change to remove the existing approval required expedite process for designed products, Covad requests clarification regarding availability of expedited services in the state of Washington, where, currently, Qwest does not offer an expedited services amendment. Covad requests that Qwest reiterate that the Expedites Requiring Approval products will still be available in the State of Washington.</p>	<p>Qwest has reiterated that the Expedites Requiring Approval process will still be available in the state of WA in the V30 redline document. Qwest currently has the following two statements addressing the state of Washington:</p> <p><i>The Expedites Requiring Approval section of this procedure does not apply to any of the products listed below (unless you are ordering services in the state of WA).</i></p> <p><i>The Pre-Approved expedite process is available in all states except Washington for the products listed below when your ICA contains language for expedites with an associated per day expedite charge.</i></p>
7		<p><i>Integra</i>  11-3-05  Comment:  Integra objects to Qwest proposed change to remove the existing approval required expedite process for designed products. When Integra signed the Qwest Expedite Amendment we were not advised that by signing the amendment it would change the current Expedites Requiring</p>	<p>Integra was not advised that by signing the amendment it would change the Expedites Requiring Approval Process for a couple of reasons:</p> <p>1) When an expedite amendment is signed, the CLEC is automatically included in the pre-approved process and the Expedite Requiring Approval process is not applicable any longer for the products identified in the Pre-Approved Expedite section of the PCAT. This was clarified and documented with PC021904-1. In the meeting minutes for the ad-hoc meeting held on July 9, 2004, Qwest</p>

	<p>Approval process. We signed the amendment believing that this would ADD to our options of having an order completed outside the standard interval. When Integra signed the amendment UBL DS0 loops were not included as a product on the list of products in the "Pre-Approved Expedites" list. When the UBL DS0 was added to this list Integra did not comment as at that time we still believed the Expedites Requiring Approval process was in place for our use.</p>	<p>clarified that when a CLEC amends their contract there are no reasons any longer and that if Qwest expedites a request, expedite charges apply.</p> <p>2) The PCAT that was revised with PC021904-01 states the following:</p> <p><i>Requesting an expedite follows one of two processes, depending on the product being requested and the language in your Interconnection Agreement (ICA). If the request being expedited is for a product on the list of products in the "Pre-Approved Expedites" (see below) and your ICA has language supporting expedited requests with a "per day" expedite rate, then the request does not need approval. If the request being expedited is for a product that is not on the defined list, or your ICA does not support a "per day" expedite rate, then the expedited request follows the process defined in the "Expedites Requiring Approval" section below.</i></p> <p>For the change that is being implemented with V30, there is no change to the CLECs that already have an expedite amendment in place.</p>
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Escalation #39 Regarding PROS.09.12.05.F.03242.Expedites\_Escalations\_V27

November 4, 2005

James LeBlanc  
McLeodUSA

Arizona Corporation Commission  
Docket No. T-0105B-06-0257  
Docket No. T-03406A-06-0257  
Eschelon Telecom of Arizona, Inc.  
Direct Testimony of Bonnie J. Johnson  
Exhibit BJJ - A-7  
July 13, 2006

Subject: McLeodUSA Escalation on  
PROS.09.12.05.F.03242.Expedites\_Escalations\_V27

This letter is Qwest's binding response to your October 27, 2005 escalation regarding PROS.09.12.05.F.03242.Expedites\_Escalations\_V27, which changed the expedite process to include 2w/4w analog loops.

Qwest has reviewed the formal escalation and maintains its position to include 2w/4w analog loops in the expedite process.

We researched McLeod's comments regarding not being aware that the issue was on the table for discussion, Qwest sent notification PROS.09.12.05.F.03242.Expedites\_Escalations\_V27 to the CLEC community on September 12, 2005. With that notification, Qwest also included a summary of the changes that were planned to occur and also made available a red-lined copy of the updated PCAT.

As part of the notification, Qwest provided the following summary:

Qwest is changing its Expedite process to include all loop types in order to create consistencies across the product line. 2w/4w analog loops are no longer an exception in the Pre-Approved Expedite process. Additionally, Qwest is also including requests for Port In/Port Within that are associated with one of applicable designed services that are already included in the Pre-Approved Expedite Process. Customers who currently have an expedite amendment will automatically be included in this change.

CLEC customers were encouraged to review the proposed changes and provide comment at any time during the 15-day comment review period, which ended at 5:00 PM, MT September 27, 2005. Qwest only received one comment associated with this change, questioning what the rate would be and Qwest responded to those comments on October 12, 2005, (Pros.10.12.05.f.03344.final\_exp\_escl\_v27), pointing customers to the negotiations template.

In response to McLeod's concern around the costs associated with an expedited request; discussion around rates associated with an Interconnection Agreement are outside the scope of the CMP process.

Qwest maintains its position that 2w/4w analog loops be included in the pre-approved expedite process to create consistencies across the UBL product line as well as other products that follow the designed services flow.

-----  
Loretta Huff  
Qwest Wholesale  
Director Program/Project Mgmt

Deleted:



March 21, 2006  
*By Overnight Express delivery*

Kenneth Beck  
Regional Vice President  
Qwest Communications, Inc.  
1801 California St, Floor 24  
Denver, CO 80202

Arizona Corporation Commission  
Docket No. T-0105B-06-0257  
Docket No. T-03406A-06-0257  
Eschelon Telecom of Arizona, Inc.  
Direct Testimony of Bonnie J. Johnson  
Exhibit BJJ - A-7  
July 13, 2006

Qwest Communications, Inc.  
Director—Interconnection Compliance  
1801 California Street, Room 2410  
Denver, CO 80202

Qwest Communications, Inc.  
General Counsel, Law Department  
1801 California Street, 49<sup>th</sup> Floor  
Denver, CO 80202

Re: Escalation and Request for Dispute Resolution pursuant to the  
Interconnection Agreements; LSR #17114755 (#D49232945); LSR #17192206  
(#N49828418; PON #AZ657718T1FAC); ASR #0607700072 (#C50456587;  
PON # AZ657718T1FAC)

Dear Mr. Beck, Director of Interconnection, and General Counsel:

Eschelon asks Qwest to work with Eschelon to resolve the dispute described below both for this particular occurrence and on a going forward basis for the term of the interconnection agreements ("ICAs") between the parties. This issue needs to be addressed promptly, before another such situation arises. Enclosed is a document, which is incorporated by reference, quoting Arizona ICA provisions relating to this dispute and citing similar provisions in Colorado, Minnesota, Oregon, Utah and Washington. If Eschelon and Qwest are unable to agree on a resolution, Eschelon reserves its right to ask the Arizona Commission to arbitrate the dispute pursuant to Section 27.2 of Part A of the Arizona ICA, as well as submit the dispute to the other state commissions pursuant to the dispute resolution provisions of the ICAs in our other states.

Last week, in violation of the ICA, Qwest refused Eschelon's requests for both a repair and an expedite to restore service to an Arizona Eschelon End User Customer who was unexpectedly out of service, without dial tone. As a result of Qwest's violation of the ICA, the End User Customer was out of service for a delayed period of time -- from Thursday of last week until Monday of this week. (The outage would have continued

even longer pursuant to Qwest's approach, if Eschelon had not ordered special access, instead of the unbundled product to which it was entitled, to ensure this customer received service.) The Eschelon End User Customer in this case is a private not-for-profit corporation that provides therapeutic, rehabilitation, and social services to children and adults with developmental, therapeutic, physical, and mental disabilities. Such an organization, in particular, needs telephone service, including the ability to dial 911 from each room, to serve its clientele. The center is open 24X7, 365 Days a year. Eschelon provided Qwest's escalations group with a letter from the End User Customer documenting that the customer provides critical health care services to individuals with high level and urgent care needs. Eschelon also informed Qwest's Regional Director of Service Management, Jean Novak (who is assigned at Qwest to handle Eschelon's service issues), of the letter and that Eschelon had provided it to that group. Qwest knew the importance of restoring dial tone. Nonetheless, Qwest both rejected the trouble report (refusing to open a ticket) and refused to expedite an order to restore service.

Eschelon's End User Customer contacted Eschelon repair to report a trouble when the End User Customer lost dial tone. Eschelon reported trouble to Qwest (both through CEMR and by phone). It was determined that the outage resulted from an Eschelon disconnect in error (i.e., due to a typo in the circuit ID number, a disconnect intended for a different line was completed instead for the facility serving the individual rooms). Eschelon accepted responsibility for that error and informed the customer that it was an Eschelon error. Regardless of who caused the error, a customer's service should be restored when an error occurs and a customer with medical and emergency needs loses dial tone. When Qwest retail disconnects its own End User Customer in error, Qwest restores service. In such a situation, the Qwest End User Customer calls Qwest retail repair. It is unlikely that Qwest retail requires its retail End User Customer to then call the Qwest retail business office to order new service and wait for the entire new service interval for service restoration. Even assuming a new order were required, the order would not be delayed for days while the Qwest retail End User Customer had no dial tone. Regardless of the service provider, the End User Customer's service should be promptly restored. (See, e.g., 31.1 of Part A - "carrier-neutral" and "nondiscriminatory.")

Qwest's only stated basis for refusing to promptly restore dial tone to this organization for persons with disabilities is that Qwest requires an ICA amendment to do so. Qwest and Eschelon have discussed on previous occasions that Qwest needs to know and review the provisions of the existing ICA between the parties to ensure that the existing terms are not sufficient before indicating that an amendment is required and, in the meantime, Qwest should not withhold service. In this case, the existing amendment clearly required Qwest to restore service. (See, e.g., Sections 3.3.4.4 & 6.2.1.1 of Attachment 5.) Although Qwest claimed it had no basis to obtain payment (even after Eschelon clearly stated it would pay), the ICA clearly provides that "expedite charges may apply" and authorizes Qwest to charge Eschelon. (See, e.g., Sections 3.1 & 3.3.4.4 of Attachment 5 & Section 1.2 of Attachment 1.) In addition, there are Commission approved rates in Arizona, such as for installation. Therefore, no amendment was

required, and Qwest had no basis to refuse to promptly restore service under the existing ICA. These ICA provisions have been in place for a long time. Qwest has recently changed when it claims that CLEC expedite requests require approval (i.e., are "chargeable") and did so over CLECs' objections. No corresponding change in the ICA has occurred, and Qwest has no basis for unilaterally imposing such changes on Eschelon.<sup>1</sup>

Qwest provided no business, operational, or technical feasibility reason for refusing to help to promptly restore dial tone to this facility for persons with disabilities. *To the contrary, Qwest confirmed that the same unbundled facilities (i.e., the facilities from the disconnect order) remained available.* Although the facilities were available and the End User Customer had no dial tone, Qwest said it would not promptly restore service because of its unnecessary amendment issue. Qwest knew at the time, however, that Eschelon's existing long-standing ICA allows Qwest to charge for expedite charges, without an amendment. Also, Eschelon (Rhonda Knudson) clearly told Qwest (Jean Novak) that Eschelon would pay expedite charges if that is what it took to get the customer in service. Qwest still refused to help restore service. Qwest said that it required Eschelon to sign an ICA amendment before Qwest would proceed with restoring service (e.g., expediting the order). Qwest said that, without an amendment, Qwest would not provide facilities until at least Thursday of this week (a full week after the End User Customer lost dial tone). Eschelon finally had to order a Qwest tariffed product to ensure its End User Customer's service was restored earlier.<sup>2</sup>

Eschelon's approach is consistent with the ICA's provisions requiring the parties to process orders and repairs and leave billing disputes, if any, for later. Qwest's approach was inconsistent with those provisions. Qwest held restoration of the End User Customer's service hostage pending Eschelon's meeting Qwest's demand for an unnecessary amendment. The ICA, however, clearly provides that Qwest is to first perform the requested service (including expedites) and then, if there is a rate issue, address that issue through the billing and dispute resolution provisions of the ICA. (See, e.g., Section 1.2 of Attachment 1; Section 4.1.18 of Attachment 5.) Qwest refused to proceed instead of pursuing any rate issue under the billing and dispute resolution provisions of the ICA. Qwest has not even established that there is a rate issue. The ICA allows Qwest to charge for installation and expedites, and Eschelon told Qwest at the time that it would pay to expedite the order.

<sup>1</sup> If Qwest desires a voluntary amendment, please negotiate with us and begin by providing cost studies supporting Qwest's proposed rate for each state to Eschelon pursuant to Section 252(d) of the Act, 47 CRF § 51.301, and paragraph 155 of the FCC's First Report and Order. Eschelon has signed a confidentiality agreement and requested cost studies for all unapproved rates in the new ICA negotiations, but Qwest has not yet provided a cost study for its proposed expedite rate. While Eschelon is reviewing those cost studies, however, Qwest needs to process expedites pursuant to the existing ICAs.

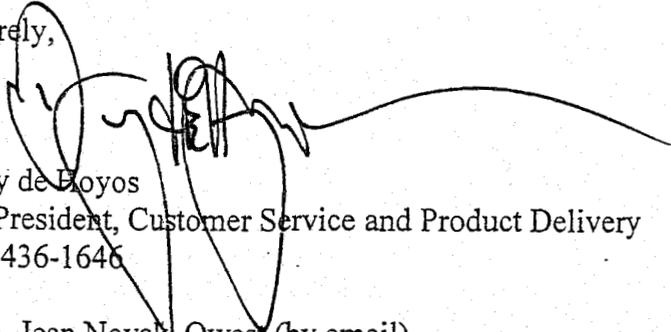
<sup>2</sup> The Qwest tariffed product has the same per day expedite NRCs as Qwest's proposed expedite amendment. Qwest charged Eschelon approximately \$1,800 because the NRC of \$200 per day applies to the tariffed product's 9-day interval. The unbundled interval is 5 days. Even assuming the \$200 per day rate applied, this NRC would have been approximately \$800 less if Qwest had proceeded with the unbundled product.

Qwest's Regional Director of Service Management is or should be familiar with the existing ICA provisions (particularly because Eschelon has asked her and Qwest on past occasions to review the ICA provisions before requesting an amendment), knew of the medical nature of the facility and its need for dial tone, and knew from her previous conversation with Ms. Knudson that Eschelon was willing to pay for the expedite. She nonetheless incorrectly indicated to the Qwest Senior Manager of the Minneapolis center that Eschelon was not willing to pay charges, and she told the Senior Manager of the Minneapolis center that it was ok to stop working toward restoring dial tone. The Qwest Regional Director of Service Management is supposed to be the advocate for this account at Qwest.

Qwest needs to remedy both the immediate situation and the issue on a going forward basis. With respect to the rehabilitation center in Arizona, Qwest needs to provide the facility on an unbundled basis (which may require a record work change) and credit Eschelon any difference in cost. With respect to future issues under the existing ICAs (until new ICAs are in place),<sup>3</sup> Qwest needs to confirm in writing that it will restore service in such situations (pursuant to the applicable repair and/or expedite provisions of the existing ICAs in each state) without requiring an amendment.

I suggest we have a conference call next week to negotiate these issues and attempt to resolve them pursuant to the dispute resolution provisions of our ICAs. Eschelon will have legal counsel for the negotiations and anticipates that Qwest will as well. Please let me know what dates and times next week work for Qwest.

Sincerely,



Danny de Hoyos  
Vice President, Customer Service and Product Delivery  
(612) 436-1646

cc: Jean Novak, Qwest (by email)  
Harisha Bastiampillai, Qwest (by email)  
Christine Siewert, Qwest (by email)  
Doug Denney, Eschelon (by email)  
Bonnie Johnson, Eschelon (by email)  
Karen L. Clauson, Eschelon (by email)  
Jeff Oxley, Eschelon (by email)

<sup>3</sup> Negotiation of new ICAs is well underway and, if any issues need to be addressed in those negotiations, Eschelon will also work with Qwest in that context for events that will occur after the Effective Date of the new ICAs.

**ICA PROVISIONS - ARIZONA**  
**(See footnotes for CO/MN/OR/UT/WA)**

**EXCERPTS FROM ATTACHMENT 5 (BUSINESS PROCESS REQUIREMENTS)**

**3.2.2 Service Migrations and New Customer Additions<sup>1</sup>**

3.2.2.12 Expedite Process: U S WEST and CO-PROVIDER shall mutually develop expedite procedures to be followed when CO-PROVIDER determines an expedite is required to meet subscriber service needs.

3.2.2.13 Expedites: U S WEST shall provide CO-PROVIDER the capability to expedite a service order. Within two (2) business hours after a request from CO-PROVIDER for an expedited order, U S WEST shall notify COPROVIDER of U S WEST's confirmation to complete, or not complete, the order within the expedited interval.

**3.2.4 Due Date<sup>2</sup>**

3.2.4.2 For those services and circumstances that U S WEST and COPROVIDER agree shall be handled by the standard interval process, U S WEST shall supply CO-PROVIDER with standard due date intervals on a nondiscriminatory basis to be used by CO-PROVIDER personnel to determine service installation dates. Under those circumstances U S WEST shall complete the provisioning within the standard interval.

3.2.4.2.1 If CO-PROVIDER requests a due date earlier than the standard due date interval, then expedite charges may apply.

3.2.4.3 For those services and circumstances that U S WEST and COPROVIDER agree shall be handled by the requested/committed due date process, CO-PROVIDER may request a due date on each order. U S WEST will provide an offered due date on a nondiscriminatory basis. If CO-PROVIDER accepts the offered due date then such date shall become the committed due date. U S WEST will complete the order on the committed due date unless otherwise authorized by CO-PROVIDER.

3.2.4.3.1 If CO-PROVIDER requires a due date earlier than the U S WEST offered due date and U S WEST agrees to meet the COPROVIDER required due date, then that required due date becomes the committed due date and expedite charges may apply.

3.2.4.4 Subsequent to an initial order submission, CO-PROVIDER may request a new/revised due date that is earlier than the committed due date. If U S WEST agrees to meet that new/revised due date, then that new/revised due date becomes the committed due date and expedite charges may apply.

SEE ALSO –

---

<sup>1</sup> See Colorado ICA Attachment 8 Business Processes Sections: 2.1.17, 2.2.13, Minnesota ICA Attachment -5 Section 7.4.2 and Section 9.2, Oregon ICA Attachment 5 Section 7.4.2 and Section 9.2, Utah ICA Attachment 5 Sections 3.2.2.12 and 3.2.2.13, Washington ICA Attachment 5 Sections 3.2.2.12 and 3.2.2.13  
<sup>2</sup> See Colorado ICA Attachment 8 Business Processes Section: 2.2.2.1.6, Minnesota ICA Attachment 5 Section 9.1 and Section 9.3, Oregon ICA Attachment 5 Section 9.1 and Section 9.3, Utah ICA Attachment -5 Section 3.2.4, Washington ICA Attachment 5 Section 3.2.4

## 2.1 General Business Requirements<sup>3</sup>

2.1.4.7 U S WEST shall provide provisioning support outside of scheduled work hours on a nondiscriminatory exception basis as requested by COPROVIDER. Such support may be subject to a minimum labor charge.

## 4. Connectivity Billing and Recording<sup>4</sup>

This Section 4 describes the requirements for U S WEST to bill and record all charges CO-PROVIDER incurs for purchasing services under this Agreement.

4.1.2 U S WEST shall record and bill in accordance with this Agreement those charges COPROVIDER incurs as a result of CO-PROVIDER purchasing from U S WEST services, as set forth in this Agreement (hereinafter "Connectivity Charges").

### 4.1.18 Bill Reconciliation<sup>5</sup>

4.1.18.4 If the dispute is not resolved within the allotted time frame, the following resolution procedure shall begin:

4.1.18.4.1 If the dispute is not resolved within sixty (60) days of the Notice of Discrepancy, the dispute shall be escalated to the second level of management for resolution.

4.1.18.4.2 If the dispute is not resolved within ninety (90) days of Notice of Discrepancy, the dispute shall be escalated to the third level of management for resolution.

4.1.18.4.3 If the dispute is not resolved within one hundred and twenty (120) days of the Notice of Discrepancy, upon the written request of either Party within such one hundred and twenty (120) day period, the dispute may be resolved pursuant to the dispute resolution provision set forth in Part A of this Agreement.

## 6.2 General Requirements<sup>6</sup>

6.2.1 U S WEST shall provide repair, maintenance, testing, and surveillance for all Telecommunications Services and unbundled Network Elements and Combinations in accordance with the terms and conditions of this Agreement.

6.2.1.1 U S WEST shall provide CO-PROVIDER with the same level of maintenance support as U S WEST provides itself in accordance with standards and performance measurements that U S WEST uses and/or which are required by law, regulatory agency, or by U S WEST's own internal procedures, whichever are the most rigorous. These

<sup>3</sup> See Colorado ICA Attachment 8 Business Processes Section: 2.1.2.4, Minnesota ICA Attachment 5 Section 2.4, Oregon ICA Attachment 5 Section 2.4, Utah ICA Attachment 5 Section 2.1.4.7, Washington ICA Attachment 5 Section 2.1.4.7

<sup>4</sup> See Colorado ICA Attachment 8 Business Processes Section 3.1.2, Minnesota ICA Attachment 7 Section 2.1, Oregon ICA Attachment 7 Section 2.1, Utah ICA Attachment 5 Section 4.1.2, Washington ICA Attachment 5 Section 4.1.2

<sup>5</sup> See Colorado ICA Attachment 8 Business Processes Section 3.1.18.4, Minnesota ICA Attachment 7 Section 14, Oregon ICA Attachment 7 Section 14, Utah ICA Attachment 5 Section 4.1.18.4, Washington ICA Section 4.1.18.4

<sup>6</sup> See Colorado ICA Attachment 8 Business Processes Section 5.1.2, See Minnesota ICA Attachment 6 Section 1, Oregon ICA Attachment 6 Section 4, Utah ICA Attachment 5 Section 6.2.1, Washington ICA Attachment 5 Section 6.2.1

standards shall apply to the quality of the technology, equipment, facilities, processes, and techniques (including, but not limited to, such new architecture, equipment, facilities, and interfaces as U S WEST may deploy) that U S WEST provides to CO-PROVIDER under this Agreement.

### EXCERPTS FROM PART A (TERMS AND CONDITIONS)

#### **3. Payment<sup>7</sup>**

3.1 In consideration of the services provided by U S WEST under this Agreement, COPROVIDER shall pay the charges set forth in Attachment 1 to this Agreement. The billing procedures for charges incurred by CO-PROVIDER hereunder are set forth in Attachment 5 to this Agreement.

3.2 Amounts payable under this Agreement, unless reasonably disputed, are due and payable within thirty (30) days after the date of U S WEST's invoice or within twenty (20) days after receipt of the invoice, whichever is later. If the payment due date is not a Business Day, the payment shall be made the next Business Day.

#### **27. Dispute Resolution<sup>8</sup>**

27.2<sup>14</sup> In the event CO-PROVIDER and U S WEST are unable to agree on certain issues during the term of this Agreement, the Parties may identify such issues for arbitration before the Commission. Only those points identified by the Parties for arbitration will be submitted.

#### **31. Warranties<sup>9</sup>**

31.1 U S WEST shall conduct all activities and interfaces which are provided for under this Agreement with CO-PROVIDER Customers in a carrier-neutral, nondiscriminatory manner.

### EXCERPT FROM ATTACHMENT 1 (RATES AND CHARGES)

#### **1. General Principles<sup>10</sup>**

1.2 Except as otherwise specified in this Agreement, as approved or ordered by the Commission, or as agreed to by the Parties through good faith negotiations, nothing in this Agreement shall prevent a Party through the dispute resolution process described in this Agreement from seeking to recover the costs and expenses, if any, it may incur in (a) complying with and implementing its obligations under this Agreement, the Act, and the rules, regulations and orders of the FCC and the Commission, and (b) the development, modification, technical installation and maintenance of any systems or other infrastructure which it requires to comply with and to continue complying with its responsibilities and obligations under this Agreement.

<sup>7</sup> See Colorado ICA Part A Section 5.1, Minnesota ICA Part A Section: 2.1, Oregon ICA Part A Section 2.1, Utah ICA Part A Section 3.1 and Section 3.2, Washington ICA Part A Section 3.1 and Section 3.2

<sup>8</sup> See Colorado ICA Part A Section 24.1, Minnesota ICA Part A Section 11, Oregon ICA Part A Section 11, Utah ICA Part A Section 27.2, Washington ICA Part A Section 27.2

<sup>9</sup> See Colorado ICA Part A Section 14.1, Minnesota ICA Part A Section 9.2, Oregon ICA Part A Section 9.2, Utah ICA Part A Section 31.1, Washington ICA Part A Section 31.1

<sup>10</sup> Utah ICA Attachment 1 Section 1.2, Washington ICA Attachment 1 Section 1.2

file



April 3, 2006  
By Overnight Express delivery

Kenneth Beck  
Regional Vice President  
Qwest Communications, Inc.  
1801 California St, Floor 24  
Denver, CO 80202

Arizona Corporation Commission  
Docket No. T-0105B-06-0257  
Docket No. T-03406A-06-0257  
Eschelon Telecom of Arizona, Inc.  
Direct Testimony of Bonnie J. Johnson  
Exhibit BJJ - A-7  
July 13, 2006

Qwest Communications, Inc.  
Director—Interconnection Compliance  
1801 California Street, Room 2410  
Denver, CO 80202

Qwest Communications, Inc.  
General Counsel, Law Department  
1801 California Street, 49<sup>th</sup> Floor  
Denver, CO 80202

Re: Escalation and Request for Dispute Resolution pursuant to the  
Interconnection Agreements; LSR #17114755 (#D49232945); LSR #17192206  
(#N49828418; PON #AZ657718T1FAC); ASR #0607700072 (#C50456587;  
PON # AZ657718T1FAC); Joint McLeod-Eschelon Escalation #39 Re.  
PROS.09.12.05.F.03242.Expedites\_Escalations\_V27 – Denied by Qwest 11/4/05;  
Eschelon 11/3/05 objections to PROS.10.19.05.F.03380.ExpeditesEscalationsV30

Dear Mr. Beck, Director of Interconnection, and General Counsel:

Attempts to resolve this issue have been unsuccessful. On the call on Friday, Qwest repeated its intent to continue to refuse to comply with the repair and expedite provisions of the current interconnection agreements between the parties for unbundled loops in these types of situations. (For further description of the facts, see my letter to Qwest dated March 21, 2006.)

Qwest also indicated that it had not received assurances that Eschelon is willing to pay charges to Qwest when this type of situation occurs. That is incorrect. Eschelon has previously made those assurances and makes them again in this letter. As we discussed on the call, from the end user customer's perspective, an out of service condition caused by a disconnect in error is a repair, as the end user customer did not request any change in service and yet is out of service. Eschelon said it was willing to pay maintenance and repair charges pursuant to the interconnection agreements (including those approved by the state commissions, which Qwest already routinely charges Eschelon for other types of repairs) to re-establish service. Qwest indicated that it disagrees that repair terms apply

and said that Eschelon must submit and expedite an order and pay associated charges to re-establish service.

Therefore, as indicated on Friday's call, whenever Eschelon requests an expedite for an unbundled loop order and Qwest grants the request, Eschelon will pay the charges pursuant to the current interconnection agreements associated with installation, dispatch, and expedites. Qwest will not deny the expedite requests for any product based on an alleged need for a contract amendment or other arbitrary or discriminatory reason. The charges Eschelon will pay includes the installation charge for the order requesting the expedite. Installation charges cover the costs of the work activities to process the order. (In an expedite situation, the same work activities take place; they simply occur earlier.) Although the installation charges generally also include the cost of a dispatch, if Qwest dispatches a technician to complete an expedite, Eschelon will also pay the dispatch charge. (When the dispatch cost is included in the installation charge, this is a double recovery by Qwest.) If Qwest spends additional time due to the expedite itself, Eschelon will also pay the half hourly labor rate (which in Arizona is the same rate whether billed as repair or additional labor, other) for that time. Payment of these charges is provided for under the current interconnection agreements, and no amendment is necessary.

Eschelon understands that Qwest reserves its rights to argue different terms should apply under the new interconnection agreements. (For example, by charging such terms under the current interconnection agreements, Qwest said it is not conceding that such charges are 251/252 charges, and Qwest may take a different position in arbitration of the new interconnection agreements.) Eschelon also reserves all of its rights with respect to negotiation and arbitration of the new interconnection agreements. Eschelon asks Qwest to proceed as described in this letter to allow all of the parties to focus on completing those new agreements, which will resolve this issue going forward under the new agreements.

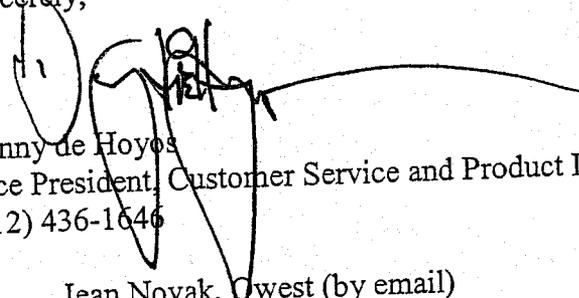
If, however, Qwest continues to refuse to provide expedites under the current interconnection agreements without amendment, Eschelon reserves its right to ask the commissions to find that it pay no charge pursuant to the nondiscrimination provisions of the interconnection agreements in those situations in which Qwest does not charge itself and its end user customers, including disconnects in error and conditions that Qwest has identified in its Expedites Requiring Approval process. This applies to unbundled loops as well as other products.

Eschelon is represented by counsel in this matter. Please direct all further communications regarding this matter to Jeff Oxley and Karen Clauson. They may also identify outside counsel.

Mr. Beck, Director of Interconnection, General Counsel  
April 3, 2006  
Page 3 of 3

Arizona Corporation Commission  
Docket No. T-0105B-06-0257  
Docket No. T-03406A-06-0257  
Eschelon Telecom of Arizona, Inc.  
Direct Testimony of Bonnie J. Johnson  
Exhibit BJJ - A-7  
July 13, 2006

Sincerely,



Danny de Hoyos  
Vice President, Customer Service and Product Delivery  
(612) 436-1646

cc: Jean Novak, Qwest (by email)  
Harisha Bastiampillai, Qwest attorney (by email)  
Christine Siewert, Qwest (by email)  
Larry Christensen, Qwest (by email)  
Mike Henderson (by email)  
Ronda Knudson (by email)  
Bill Markert (by email)  
Doug Denney, Eschelon (by email)  
Bonnie Johnson, Eschelon (by email)  
Karen L. Clauson, Eschelon (by email)  
J. Jeffery Oxley, Eschelon (by email)

**ATTACHMENT A-8**

**EXCERPTS FROM ARIZONA STATEMENT OF GENERALLY AVAILABLE  
TERMS ("SGAT")**

For full Arizona SGAT, see

<http://www.qwest.com/wholesale/downloads/2003/030909/Arizona-SGAT-8-29-03.doc>

Arizona Corporation Commission  
Docket No. T-0105B-06-0257  
Docket No. T-03406A-06-0257  
Eschelon Telecom of Arizona, Inc.  
Direct Testimony of Bonnie J. Johnson  
Exhibit BJJ - A-8  
July 13, 2006

**STATEMENT OF GENERALLY AVAILABLE  
TERMS AND CONDITIONS FOR INTERCONNECTION,  
UNBUNDLED NETWORK ELEMENTS, ANCILLARY SERVICES,  
AND RESALE OF TELECOMMUNICATION SERVICES  
PROVIDED**

**BY  
QWEST CORPORATION**

**IN THE STATE OF**

**ARIZONA**

**FOURTEENTH REVISION  
August 29, 2003**

Arizona Corporation Commission  
Docket No. T-0105B-06-0257  
Docket No. T-03406A-06-0257  
Eschelon Telecom of Arizona, Inc.  
Direct Testimony of Bonnie J. Johnson  
Exhibit BJJ - A-8  
July 13, 2006

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## Section 1.0 - GENERAL TERMS

1.1 This Statement of Generally Available Terms and Conditions (SGAT) for Interconnection, Unbundled Network Elements, ancillary services, and resale of Telecommunications Services is filed by Qwest Corporation (Qwest), a Colorado Corporation with offices at 1801 California Street, Denver, Colorado 80202, pursuant to Section 252(f) of the Telecommunications Act of 1996, for purposes of fulfilling Qwest's obligations under Sections 222, 251(a), (b), and (c), 252, 271, and other relevant provisions of the Act and the rules and regulations promulgated thereunder.

1.2 Intentionally Left Blank.

1.3 This SGAT sets forth the terms, conditions and pricing under which Qwest will offer and provide to any requesting CLEC network Interconnection, access to Unbundled Network Elements, ancillary services, and Telecommunications Services available for resale within the geographical areas in which Qwest is providing local Exchange Service at that time, and for which Qwest is the incumbent Local Exchange Carrier within the State of Arizona for purposes of providing local Telecommunications Services. This SGAT is available for the term set forth herein.

1.4 Individual CLECs may adopt this SGAT, in lieu of entering into an individually negotiated Interconnection Agreement, by signing the Signature Page in Section 22 of this SGAT and by delivering a signed copy of this SGAT to Qwest, pursuant to the notice provision of this SGAT contained in Section 5.21. The date on which Qwest receives an executed copy of this SGAT shall hereafter be referred to as the "Effective Date" of the Agreement between Qwest and CLEC. Qwest shall notify CLEC of the Effective Date pursuant to the notice provision. The Parties shall satisfy all state Interconnection agreement filing requirements.

1.5 This SGAT, once it is approved or permitted to go into effect by the Commission, offers CLECs an alternative to negotiating an individual Interconnection Agreement with Qwest, or adopting an existing approved Interconnection Agreement between Qwest and another CLEC pursuant to Section 252(i) of the Act. In this respect, neither the submission nor approval of this SGAT nor any provision herein shall affect Qwest's willingness to negotiate an individual Agreement with any requesting Carrier pursuant to Section 252 of the Telecommunications Act of 1996.

1.6 Intentionally Left Blank.

1.7 Once this SGAT is approved or permitted to go into effect, any amendment to the SGAT by Qwest will be accomplished through Section 252 of the Act. When Qwest files an amendment to the SGAT with the Commission, Qwest shall provide notice of such filing through the Change Management Process (CMP). Qwest shall also request that the Commission notify all interested parties of the filing. In addition, any amendment to the SGAT filed by Qwest shall have no effect on the SGAT (either to withdraw or replace effective provisions or to add provisions) until such amendment is approved by the Commission or goes into effect by operation of law. Once CLEC executes Section 22 and delivers a signed copy to Qwest pursuant to the notice provisions of this SGAT, the currently effective SGAT will become the Interconnection Agreement between CLEC and Qwest (this Agreement), and shall be subject to the same rules and laws as other Interconnection Agreements in effect in this state. Once this SGAT becomes the Interconnection Agreement between CLEC and Qwest, this Agreement can only be amended in writing, executed by the duly authorized representatives of the Parties.

1.7.1 Notwithstanding the above, if the Commission orders, or Qwest chooses to offer and CLEC desires to purchase, new Interconnection services, access to additional Unbundled Network Elements, additional ancillary services or Telecommunications Services available for resale which are not contained in this SGAT or a Tariff, Qwest will notify CLEC of the availability of these new services through the product notification process through the CMP. CLEC must first complete the relevant section(s) of the New Product Questionnaire to establish ordering and Billing processes. In addition, the Parties shall amend this Agreement under one (1) of the following two (2) options:

1.7.1.1 If CLEC is prepared to accept Qwest's terms and conditions for such new product, CLEC shall execute a form Advice Adoption Letter (the form of which is attached hereto as Exhibit L), to be furnished by Qwest, and include as an attachment, the discreet terms and conditions available on Qwest's wholesale website, that Qwest has identified as pertaining to the new product. Rates for new products are interim and subject to true-up, upon approval by the Commission. CLEC shall submit the Advice Adoption Letter to the Commission for its approval. CLEC shall also provide the Advice Adoption Letter to Qwest pursuant to the notice provisions in this Agreement and may begin ordering the new product pursuant to the terms of this Agreement as amended by such Advice Adoption Letter.

1.7.1.2 If CLEC wishes to negotiate an amendment with different terms and conditions than defined by Qwest for such new product, CLEC agrees to abide by those terms and conditions on an interim basis by executing the Interim Advice Adoption Letter (the form of which is attached hereto as Exhibit M) based upon the terms and conditions available on Qwest's wholesale website that Qwest has identified as pertaining to the new product. The Interim Advice Adoption Letter will terminate when the final amendment is approved. The rates, and to the extent practicable, other terms and conditions contained in the final amendment will relate back to the date the Interim Advice Adoption Letter was executed. No new product offering or accompanying Interim Advice Adoption Letter will be construed to limit or add to any rates, terms or conditions existing in this Agreement.

1.8 Because this SGAT is Qwest's standard contract offer, CLECs with a current Interconnection Agreement may opt into, through Section 252(i) of the Act, any provision of the SGAT by executing an appropriate amendment to its current Interconnection Agreement.

1.8.1 When opting into a provision, Qwest may require CLEC to accept Legitimately Related provisions to ensure that the provision retains the context set forth in the SGAT. At all times, Qwest bears the burden of establishing that an SGAT provision is Legitimately Related.

1.8.2 To opt into a provision of the SGAT through Section 252(i), CLEC must provide Qwest with written notice of such intention specifying in detail the provisions of the SGAT selected in the form of a proposed amendment to the Interconnection Agreement which has been signed by CLEC. Qwest shall make a form or sample amendment as well as the currently effective SGAT, available in electronic form for use by CLEC to prepare the written notice. Once Qwest receives such written notice, it shall have a reasonable period of time to submit a formal written response either accepting

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the change and signing the amendment or identifying those additional provisions that Qwest believes are Legitimately Related and must also be included as part of the amendment. If Qwest identifies additional provisions that Qwest believes are Legitimately Related, Qwest shall specify the provisions in the proposed amendment, if any, to which the additional provisions are not Legitimately Related and which could be included in a revised proposed amendment that would be acceptable to Qwest. Under ordinary circumstances, a reasonable period of time shall be deemed to be fifteen (15) business days. In addition, Qwest shall provide to CLEC in writing an explanation of why Qwest considers the provisions Legitimately Related, including legal, technical, or other considerations. In extraordinary circumstances, where CLEC's requested modification is complex, Qwest shall have additional time to perform its review. When such extraordinary circumstances exist, Qwest will notify CLEC in writing within fifteen (15) business days from the notice and advise CLEC that additional time is necessary. In no event shall a reasonable period of time be deemed to be greater than twenty (20) business days from the time of CLEC's notice.

1.8.2.1 Nothing in this SGAT shall preclude CLEC from opting into specific provisions of an agreement or of an entire agreement, solely because such provision or agreement itself resulted from an opting in by CLEC that is a party to it.

1.8.3 If Qwest has identified additional provisions that Qwest believes are Legitimately Related and has specified provisions in the proposed amendment to which those provisions are not Legitimately Related, CLEC may provide Qwest with a revised proposed amendment that deletes the disputed provisions, which Qwest shall accept and sign. Regardless of whether CLEC provides Qwest with a revised proposed amendment, if CLEC disputes Qwest's written response that additional SGAT provisions are Legitimately Related, then CLEC may immediately demand that the dispute be submitted to dispute resolution and CLEC shall submit such dispute to dispute resolution within fifteen (15) Days from such receipt of Qwest's response. CLEC may, at its sole option, elect to have the dispute resolution conducted through one of the following methods of dispute resolution:

1.8.3.1 The dispute may be settled by the Commission. Such dispute resolution shall be conducted pursuant to Commission rules or regulations specifying a procedure for submission, hearing and resolving issues pursuant to Section 252(i) of the Act or rules and regulations specifying procedures for submission of a dispute arising under an Interconnection Agreement, as appropriate. If the Commission shall not have established any such rules or regulations, CLEC may file a complaint with the Commission. The Commission may elect to hear the complaint under expedited procedures.

1.8.3.2 The dispute may be settled by arbitration. Such an arbitration proceeding shall be conducted by a single arbitrator. The arbitration proceedings shall be conducted under the then-current rules of the American Arbitration Association (AAA). The Federal Arbitration Act, 9 U.S.C. Sections 1-16, not state law, shall govern the arbitrability of the dispute. All expedited procedures prescribed by AAA rules shall apply. The arbitrator's award shall be final and binding and may be entered in any court having jurisdiction thereof. Except for a finding of bad faith as set forth in 1.8.3.3, each Party shall bear its own costs and attorneys' fees, and shall share equally in the fees and expenses of the arbitrator.

The arbitration proceedings shall occur in the Denver, Colorado metropolitan area or in another mutually agreed upon location.

1.8.3.3 Each Party to the dispute shall bear the responsibility of paying its own attorneys' fees and costs in prosecuting/defending the action. However, if either Party is found to have brought or defended the action in "bad faith", then that Party shall be responsible for reimbursing the other Party for its reasonable attorneys' fees and costs in prosecuting or defending the action.

1.8.4 If Qwest accepts a CLEC proposed change to adopt certain SGAT language and signs the amendment, the Parties shall begin abiding by the terms of the amendment immediately upon CLEC's receipt of the signed amendment. Qwest shall be responsible for submitting the proposed change to the Commission for its approval within ten (10) business days from receipt of the signed amendment. The amendment shall be deemed effective upon approval of the amendment by the Arizona Commission.

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## Section 2.0 - INTERPRETATION AND CONSTRUCTION

2.1 This Agreement includes this Agreement and all Exhibits appended hereto, each of which is hereby incorporated by reference in this Agreement and made a part hereof. All references to Sections and Exhibits shall be deemed to be references to Sections of, and Exhibits to, this Agreement unless the context shall otherwise require. The headings and numbering of Sections and Exhibits used in this Agreement are for convenience only and will not be construed to define or limit any of the terms in this Agreement or affect the meaning and interpretation of this Agreement. Unless the context shall otherwise require, any reference to any statute, regulation, rule, Tariff, technical reference, technical publication, or any publication of Telecommunications industry administrative or technical standards, shall be deemed to be a reference to the most recent version or edition (including any amendments, supplements, addenda, or successors) of that statute, regulation, rule, Tariff, technical reference, technical publication, or any publication of Telecommunications industry administrative or technical standards that is in effect. Provided, however, that nothing in this Section 2.1 shall be deemed or considered to limit or amend the provisions of Section 2.2. In the event a change in a law, rule, regulation or interpretation thereof would materially change this Agreement, the terms of Section 2.2 shall prevail over the terms of this Section 2.1. In the case of any material change, any reference in this Agreement to such law, rule, regulation or interpretation thereof will be to such law, rule, regulation or interpretation thereof in effect immediately prior to such change until the processes set forth in Section 2.2 are implemented. The existing configuration of either Party's network may not be in compliance with the latest release of technical references, technical publications, or publications of Telecommunications industry administrative or technical standards. Qwest will provide a notice to those CLECs included on the CMP email distribution list of all Tariff filings on the date filed, which contains a description of the filing including the section of the Tariff being amended or newly included, and a brief description of the subject matter of the Tariff as well as the effective date.

2.2 The provisions in this Agreement are intended to be in compliance with and based on the existing state of the law, rules, regulations and interpretations thereof, including but not limited to state rules, regulations, and laws, as of the date hereof (the "Existing Rules"). Nothing in this Agreement shall be deemed an admission by Qwest or CLEC concerning the interpretation or effect of the Existing Rules or an admission by Qwest or CLEC that the Existing Rules should not be changed, vacated, dismissed, stayed or modified. Nothing in this Agreement shall preclude or estop Qwest or CLEC from taking any position in any forum concerning the proper interpretation or effect of the Existing Rules or concerning whether the Existing Rules should be changed, vacated, dismissed, stayed or modified. To the extent that the Existing Rules are vacated, dismissed, stayed, or materially changed or modified, then this Agreement shall be amended to reflect such legally binding modification or change of the Existing Rules. Where the Parties fail to agree upon such an amendment within sixty (60) Days after notification from a Party seeking amendment due to a modification or change of the Existing Rules or if any time during such sixty (60) Day period the Parties shall have ceased to negotiate such new terms for a continuous period of fifteen (15) Days, it shall be resolved in accordance with the Dispute Resolution provision of this Agreement. It is expressly understood that this Agreement will be corrected, or if requested by CLEC, amended as set forth in section 2.2, to reflect the outcome of generic proceedings by the Commission for pricing, service standards, or other matters covered by this Agreement. Any amendment shall be deemed effective on the effective date of the legally binding change or modification of the Existing Rules for rates, and to the extent practicable for other terms and conditions, unless otherwise ordered. During the pendency of any negotiation for an amendment pursuant to this Section 2.2, the Parties shall continue to perform their obligations in accordance with the terms and conditions of

this Agreement. For purposes of this section, "legally binding" means that the legal ruling has not been stayed, no request for a stay is pending, and any deadline for requesting a stay designated by statute or regulation, has passed.

2.3 Unless otherwise specifically determined by the Commission, in cases of conflict between the SGAT and Qwest's Tariffs, PCAT, methods and procedures, technical publications, policies, product notifications or other Qwest documentation relating to Qwest's or CLEC's rights or obligations under this SGAT, then the rates, terms and conditions of this SGAT shall prevail. To the extent another document abridges or expands the rights or obligations of either Party under this Agreement, the rates, terms and conditions of this Agreement shall prevail.

2.3.1 Intentionally Left Blank.

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- 4.143 "Party" means either Qwest or CLEC and "Parties" means Qwest and CLEC.
- 4.144 "Percent Local Usage" or "PLU" is a calculation which represents the ratio of the local minutes to the sum of local and intraLATA toll minutes sent between the Parties over Local Interconnection Trunks. Directory Assistance Services, CMRS traffic, transiting calls from other LECs and Switched Access Services are not included in the calculation of PLU.
- 4.145 "Performance Indicator Definitions" or "PIDs" shall have the meaning set forth in Exhibit B.
- 4.146 "Person" is a general term meaning an individual or association, corporation, firm, joint-stock company, organization, partnership, trust or any other form or kind of entity.
- 4.147 "Plant Test Date" or "PTD" means the date acceptance testing is performed with CLEC.
- 4.148 "Physical Collocation" shall have the meaning set forth in Section 8.1.1.
- 4.149 "Pole Attachment" shall have the meaning set forth in Section 10.8.1.
- 4.150 "Point of Interface", "Point of Interconnection," or "POI" is a demarcation between the networks of two (2) LECs (including a LEC and CLEC). The POI is that point where the exchange of traffic takes place.
- 4.151 "Point of Presence" or "POP" means the Point of Presence of an IXC.
- 4.152 "Port" means a line or trunk connection point, including a line card and associated peripheral equipment, on a Central Office Switch but does not include Switch features. The Port serves as the hardware termination for Line or Trunk Side facilities connected to the Central Office Switch. Each Line Side port is typically associated with one or more telephone numbers that serve as the Customer's network address.
- 4.153 "POTS" means plain old telephone service.
- 4.154 "Power Spectral Density (PSD) Masks" are graphical templates that define the limits on signal power densities across a range of frequencies to permit divergent technologies to coexist in close proximity within the same Binder Groups.
- 4.155 "Premises" refers to Qwest's Central Offices and Serving Wire Centers; all buildings or similar structures owned, leased, or otherwise controlled by Qwest that house its network facilities; all structures that house Qwest facilities on public rights-of-way, including but not limited to vaults containing Loop Concentrators or similar structures; and all land owned, leased, or otherwise controlled by Qwest that is adjacent to these Central Offices, Wire Centers, buildings and structures.
- 4.156 "Product Catalog" or "PCAT" is a Qwest document that provides information needed to request services available under this Agreement. Qwest agrees that CLEC shall not be held to the requirements of the PCAT. The PCAT is available on Qwest's Web site:

<http://www.qwest.com/wholesale/pcat/>

Party shall respond to a special request for a Supplemental Form when a single Switch is served by multiple trunk groups.

7.4.3 When either Party has ordered a DS3 Entrance Facility or private line facility, that Party will order the appropriate DS1 facility required and identify the channels of the DS3 to be used to provide circuit facility assignments (CFA). Also, if either Party has provided or ordered a DS1 Entrance Facility or private line facility, that Party will be responsible for identification of the DSO channels of the DS1 private line to be used to provide CFA.

7.4.4 A joint planning meeting will precede initial trunking orders. These meetings will result in agreement and commitment that both Parties can implement the proposed plan and the transmittal of Access Service Requests (ASRs) to initiate order activity. The Parties will provide their best estimate of the traffic distribution to each end office subtending the tandem.

7.4.5 Intentionally Left Blank.

7.4.6 Service intervals and Due Dates for initial establishment of trunking arrangements at each new Switch location of Interconnection between the Parties will be determined on an Individual Case Basis.

7.4.7 Qwest will establish intervals for the provision of LIS trunks that conform to the performance objectives set forth in Section 20. Qwest will provide notice to CLEC of any changes to the LIS trunk intervals consistent with the Change Management Process applicable to the PCAT. Operational processes within Qwest work centers are discussed as part of the Change Management Process (CMP). Qwest agrees that CLEC shall not be held to the requirements of the PCAT.

7.4.8 The ordering Party may cancel an order at any time prior to notification that service is available. If the ordering Party is unable to accept service within thirty (30) calendar Days after the Service Date, the provider has the following options:

- a) The order will be canceled; cancellation charges as noted in 7.3.5.1 apply unless mutually agreed to by the Parties;
- b) Reserved for Future Use; and
- c) Billing for the service will commence.

In such instances, the cancellation date or the date Billing is to commence, depending on which option is selected, will be the 31<sup>st</sup> calendar day beyond the Service Date.

## 7.5 Jointly Provided Switched Access Services

7.5.1 Jointly Provided Switched Access Service is defined and governed by the FCC and State Access Tariffs, Multiple Exchange Carrier Access Billing (MECAB) and Multiple Exchange Carrier Ordering and Design (MECOD) Guidelines, and is not modified by any provisions of this Agreement. Both Parties agree to comply with such guidelines.

- c) Unbundled Loop;
- d) Unbundled Line-side Switch; and
- e) UNE-P for POTS.

12.2.5.2.6 Category 11 Records are Exchange Message Records (EMR) which provide mechanized record formats that can be used to exchange access usage information between Qwest and CLEC. Category 1101 series records are used to exchange detailed access usage information.

12.2.5.2.7 Category 1150 series records are used to exchange summarized Meet Point Billed access minutes-of-use.

Qwest will make accessible to CLEC through electronic means the transmission method/media types available for these mechanized records.

12.2.5.2.8 SAG/FAM Files. The SAG (Street Address Guide)/ FAM (Features Availability Matrix) files contain the following information:

- a) SAG provides Address and Serving Central Office Information.
- b) FAM provides USOCs and descriptions by state (POTS services only), and USOC availability by NPA-NXX with the exception of Centrex. InterLATA/IntraLATA Carriers by NPA-NXX.

These files are made available via a download process. They can be retrieved by ftp (file transfer protocol), NDM connectivity, or a Web browser.

## 12.2.6 Change Management

Qwest agrees to maintain a change management process, known as the Change Management Process (CMP), that is consistent with, or exceeds, industry guidelines, standards and practices to address Qwest's OSS, products and processes. The CMP shall include, but not be limited to, the following: (i) provide a forum for CLEC and Qwest to discuss CLEC and Qwest change requests (CR), CMP notifications, systems release life cycles, and communications; (ii) provide a forum for CLECs and Qwest to discuss and prioritize CRs, where applicable pursuant to Exhibit G; (iii) develop a mechanism to track and monitor CRs and CMP notifications; (iv) establish intervals where appropriate in the process; (v) processes by which CLEC impacts that result from changes to Qwest's OSS, products or processes can be promptly and effectively resolved; (vi) processes that are effective in maintaining the shortest timeline practicable for the receipt, development and implementation of all CRs; (vii) sufficient dedicated Qwest processes to address and resolve in a timely manner CRs and other issues that come before the CMP body; (viii) processes for OSS Interface testing; (ix) information that is clearly organized and readily accessible to CLECs, including the availability of web-based tools; (x) documentation provided by Qwest that is effective in enabling CLECs to build an electronic gateway; and (xi) a process for changing CMP that calls for collaboration among CLECs and Qwest and requires agreement by the CMP participants. Pursuant to the scope and procedures set forth in Exhibit G, Qwest will submit to CLECs through the CMP, among other things, modifications to existing products and product and technical documentation available to CLECs, introduction of new products available to CLECs, discontinuance of products available to CLECs, modifications to

pre-ordering, ordering/Provisioning, maintenance/repair or Billing processes, introduction of pre-ordering, ordering/Provisioning, Maintenance/Repair or Billing processes, discontinuance of pre-ordering, ordering/Provisioning, maintenance/repair or Billing process, modifications to existing OSS interfaces, introduction of new OSS interfaces, and retirement of existing OSS interfaces. Qwest will maintain as part of CMP, an escalation process so that CMP issues can be escalated to a Qwest representative authorized to make a final decision and a process for the timely resolution of disputes. The governing document for CMP, known as the Change Management "Process, is attached as Exhibit G (the "CMP Document"). As of the date of filing, the CMP Document (Exhibit G) is the subject of ongoing negotiations between Qwest and CLECs in the ongoing CMP redesign process. Not all of the sections of Exhibit G have been discussed or considered during the ongoing CMP redesign process, and the CMP Document will be continued to be changed through those discussions. Exhibit G reflects the commitments Qwest has made regarding maintaining its CMP as of the date of filing, and Qwest commits to implement agreements made in the CMP redesign process as soon as practicable after they are made. Following the completion of the CMP Document, Exhibit G will be subject to change through the CMP process, as set forth in the CMP Document. Qwest will maintain the most current version of the CMP Document on its wholesale website.

12.2.6.1 In the course of establishing operational ready system interfaces between Qwest and CLEC to support local service delivery, CLEC and Qwest may need to define and implement system interface specifications that are supplemental to existing standards. CLEC and Qwest will submit such specifications to the appropriate standards committee and will work towards their acceptance as standards.

12.2.6.2 Release updates will be implemented pursuant to the CMP set forth in Exhibit G.

12.2.6.3 Notwithstanding any other provisions in this Agreement, the CMP document attached as Exhibit G will be modified pursuant to the terms of Exhibit G, or the procedures of the redesign process and incorporated as part of the SGAT without requiring the execution or filing of any amendment to this Agreement.

## 12.2.7 CLEC Responsibilities for Implementation of OSS Interfaces

12.2.7.1 Before any CLEC implementation can begin, CLEC must completely and accurately answer the New Customer Questionnaire as required in Section 3.2.

12.2.7.2 Once Qwest receives a complete and accurate New Customer Questionnaire, Qwest and CLEC will mutually agree upon time frames for implementation of connectivity between CLEC and the OSS interfaces.

## 12.2.8 Qwest Responsibilities for On-going Support for OSS Interfaces

Qwest will support previous EDI releases for six (6) months after the next subsequent EDI release has been deployed. Qwest will use all reasonable efforts to provide sufficient support to ensure that issues that arise in migrating to the new release are handled in a timely manner.

12.2.8.1 Qwest will provide written notice to CLEC of the need to migrate to a new release.

**CHANGE MANAGEMENT PROCESS (CMP)  
FOR LOCAL SERVICES (VER 6.16.02)**

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**APPENDIX D: CHANGE REQUEST FORM – AS OF 05/01/02**

8790

**APPENDIX E: SPECIAL CHANGE REQUEST PROCESS (SCRP) REQUEST FORM**

9194

**DEFINITION OF TERMS**

9497

**ATTACHMENT A-9**

## QWEST WHOLESALE CHANGE MANAGEMENT PROCESS DOCUMENT

For an electronic copy of this version of the CMP document (updated 1/30/06), see

[http://www.qwest.com/wholesale/downloads/2006/060130/QwestWholesaleChangeManagementDocument\\_01\\_30\\_06\\_1\\_.doc](http://www.qwest.com/wholesale/downloads/2006/060130/QwestWholesaleChangeManagementDocument_01_30_06_1_.doc) (attached)

The CMP document is also attached as Exhibit G to the SGAT. The SGAT provides (at SGAT Section 12.2.6.3) that Exhibit G can be changed per the CMP document processes (which require a unanimous vote in CMP) without amendment of the SGAT. Therefore, the SGAT Exhibit G on the Qwest web site may not have all of the revisions made through CMP that are in the updated CMP document on the Qwest web site (see URL above). For the SGAT Exhibit G, see <http://www.qwest.com/wholesale/downloads/2003/030909/Arizona-08-29-03-Exhibit-G.doc>

Arizona Corporation Commission  
Docket No. T-0105B-06-0257  
Docket No. T-03406A-06-0257  
Eschelon Telecom of Arizona, Inc.  
Direct Testimony of Bonnie J. Johnson  
Exhibit BJJ - A-9  
July 13, 2006

History Log

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

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

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

Line #	Version - Filename	Effective Date	Change			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 Redesign Meeting.

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

Line #	Version - Filename	Effective Date	Change				Update Activity
			Section #	Section Name	Subsection Name	Change Name	
33				Change Management Process	Management Process Document	Redesign Meeting.	
34			12.4	Production Support	Reporting Trouble to IT	Added language agreed to at June 17-18, 2002 Redesign Meeting.	
35			12.5	Production Support	Severity Levels	Made changes at June 17-18, 2002 Redesign Meeting.	
37	MasterRedlinedCLEAN071002	07-10-02	12.8	Production Support	Process Production Support	Added language agreed to at June 17-18, 2002 Redesign Meeting.	
38			2.2	Managing the Change Management Process	Change Management Point of Contact (POC)	Added language agreed to at July 10, 2002 Redesign Meeting.	
39			2.3	Managing the Change Management Process	Change Management Point of Contact (POC) List	Added language agreed to at July 10, 2002 Redesign Meeting.	
40			17.0	Voting	n/a	Added language agreed to at July 10, 2002 Redesign Meeting.	
41	MasterRedlinedCLEAN072302	07-23-02	All	All	All	Cosmetic and clarifying changes agreed to at July 10, 2002 Redesign Meeting.	
42			10.0	Prioritization		Revised language agreed to at July 23, 2002 Redesign Meeting.	
43			10.1	Prioritization	Test Environment Releases	Added language agreed to at July 23, 2002 Redesign Meeting.	
44	MasterRedlinedCLEAN072602	07-26-02	All	All	All	Cosmetic and clarifying changes agreed to at July 23, 2002 Redesign Meeting.	
45			1.0	Introduction and Scope		Revised language agreed to at July 26, 2002 Redesign Meeting.	
46			2.4.4	Managing the Change Management Process	Implementation Obligations	Added language agreed to at July 26, 2002 Redesign Meeting.	
47			5.6	Change Request Process	Comparability of Change Request Treatment	Added language agreed to at July 26, 2002 Redesign Meeting.	
48	QwestWhsiChgMgtDoc091302	09-13-02	10.1	Prioritization	Test Environment Releases	Revised language agreed to at July 26, 2002 Redesign Meeting.	
49			All	All	All	Accepted all agreed to CLEAN-UP changes and additions from multiple Redesign Meetings.	
			2.1	Managing the Change	Managing the Change Management Process	Added language agreed to at multiple CLEAN-UP Redesign Meetings.	

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Line #	Version - Filename	Effective Date	Change			Update Activity
			Section #	Section Name	Subsection Name	
50				Management Process	Document	
51			2.4.4	Managing the Change Management Process	Implementation Obligations	Added language agreed to at multiple CLEAN-UP Redesign Meetings.
52			2.4.5	Managing the Change Management Process	Adherence to this CMP	Added language agreed to at multiple CLEAN-UP Redesign Meetings.
53			2.5	Managing the Change Management Process	Method of Communication	Added language agreed to at multiple CLEAN-UP Redesign Meetings.
54			3.0	Meetings		Added language agreed to at multiple CLEAN-UP Redesign Meetings.
55			5.1.2	Change Request Process	Implementation of Industry Guideline CRs	Added language agreed to at multiple CLEAN-UP Redesign Meetings.
56			5.6	Managing the Change Management Process	Comparability of Change Request Treatment	Added language agreed to at multiple CLEAN-UP Redesign Meetings.
57			16.2	Exception Process	Emergency Call/Meeting Notice to Discuss Exception Request	Added language agreed to at multiple CLEAN-UP Redesign Meetings.
58			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.
59			18.0	Oversight Review Process		Added language agreed to at multiple CLEAN-UP Redesign Meetings.
60	QwestWhsiChgMgtDoc100902	10-09-02	All			Added language and accepted CLEAN-UP changes and additions from 10-08-02 and 10-09-02 Redesign Meetings.
61	QwestWhsiChgMgtDoc101502	10-15-02	17.0			Added language proposed by AT&T and accepted by Qwest and WorldCom on 10-15-02.
62	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
			5.0	Change Request Process	Level 1 Process/Deliverables	Modified language as approved by unanimous CMP vote at December 18, 2002, Monthly CMP

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

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

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

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

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**Qwest Wholesale Change Management Process Document -**

**CHANGE MANAGEMENT PROCESS (CMP)  
FOR LOCAL SERVICES**

Arizona Corporation Commission  
Docket No. T-0105B-06-0257  
Docket No. T-03406A-06-0257  
Eschelon Telecom of Arizona, Inc.  
Direct Testimony of Bonnie J. Johnson  
Exhibit BJJ - A-9  
July 13, 2006

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# Qwest Wholesale Change Management

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## CHANGE MANAGEMENT PROCESS (CMP)

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### 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](mailto:cmpcomm@qwest.com). After the conclusion of the applicable CLEC comment period, Qwest will aggregate all CLEC comments with Qwest responses and distribute to all CLECs via Notification e-mail within the applicable period.

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

If a CLEC or Qwest wishes to ask a question, submit a comment, or provide information that is of a proprietary nature, the CLEC or Qwest must communicate directly with the CMP Manager via e-mail, [cmpcr@qwest.com](mailto: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. The CMP Product/Process and Systems Meetings will be conducted on the same day of each month or on at least two (2) consecutive days on a monthly basis, unless other arrangements are agreed upon by the CLECs and Qwest. Meeting participants can choose to attend meetings in person or participate by conference call.

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

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

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- OSS Interface Release Calendar, as described in Section 6.0
- 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](mailto: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](mailto: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

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- Meeting materials (distribution package)
- 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](mailto: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](mailto: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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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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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](mailto:cmPCR@qwest.com). No later than two (2) business days after Qwest receives the CR, the Qwest CMP Manager reviews the CR for completeness, and requests additional information from the CR originator, if necessary.

Once the CR is complete:

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

Within two (2) days after acknowledgement:

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

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

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

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

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

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

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

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

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

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

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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, [cmpocr@qwest.com](mailto:cmpocr@qwest.com). The CR will be assigned an escalation suffix and remain an active CR. Qwest will note in the status history of the interactive reports that the CR has been escalated. However, the CR status will reflect the stage of the CR as it progresses through the CR lifecycle.

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

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

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

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

## 5.2 CLEC-Qwest OSS Interface Change Request Lifecycle

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

### 5.2.1 Business and Systems Requirements

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

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

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

### 5.2.2 Packaging

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

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

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

### 5.2.3 Design

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

### 5.2.4 Commitment

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

### 5.2.5 Code & Test

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

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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 .

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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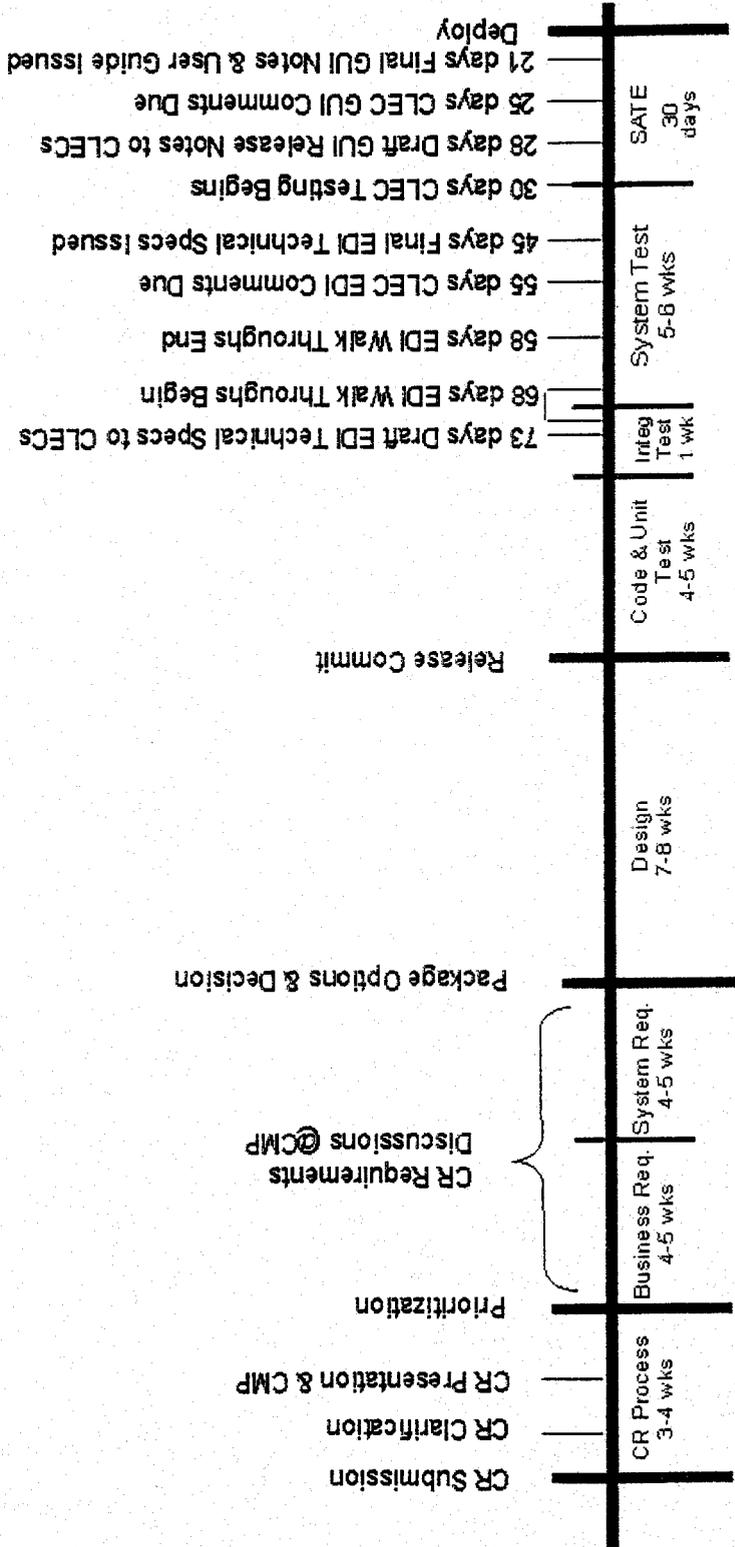
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Figure 1: IMA Software Development Timeline

### 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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### 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](mailto: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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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. SCRP may be invoked if a CR was denied due to Economically not feasible.

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

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

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

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

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notification to the Qwest CMP Manager, [cmpcr@qwest.com](mailto: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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### **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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### 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](mailto: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](http://www.uswest.com/wholesale/cmp/review_archive.html),
- A History Log that tracks the changes

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

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

#### 5.4.3.1 Level 2 Process/Deliverables

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

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

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

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

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

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

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

### 5.4.4 Level 3 Changes

Level 3 changes are defined as changes that have moderate effect on CLEC operating procedures and require more lead-time before implementation than Level 2 changes. Qwest

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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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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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### **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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- 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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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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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](mailto: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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- 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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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](mailto: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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- 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 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.

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

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

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- 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 SCRIP 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

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## 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

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#### 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>.

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### 7.1.8 Qwest Response to CLEC Comments

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

### 7.1.9 Final Interface Technical Specifications

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

The Final Interface Technical Specifications notification will include:

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

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

## 7.2 Introduction of a New GUI

### 7.2.1 Initial Release Notification

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

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

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

### **7.2.2 Draft Release Notes**

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

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

### **7.2.3 GUI Overview Meeting**

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

### **7.2.4 CLEC Comments**

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

### **7.2.5 Qwest Response to CLEC Comments**

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

### **7.2.6 Final Release Notes**

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

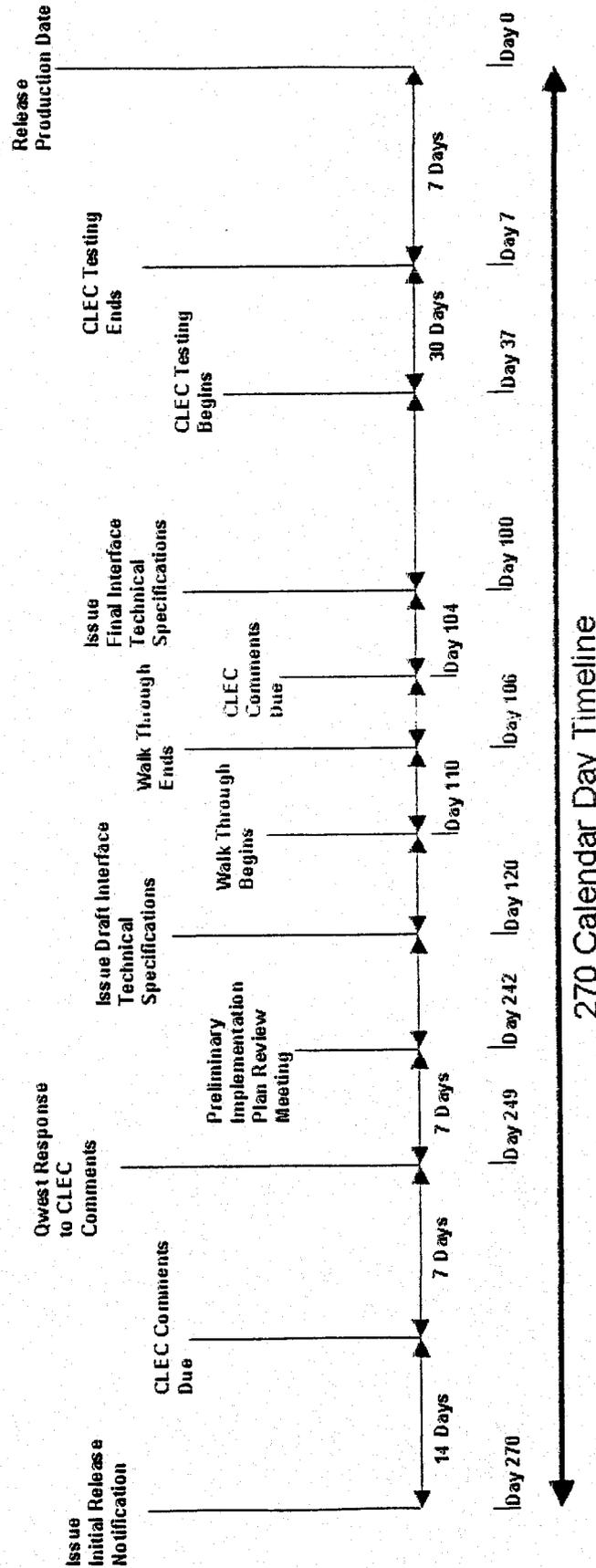
- A summary of changes from the Draft Release Notes notification, including type of changes (e.g., documentation change, clarification, business rule change).
- Final User Guide
- Final Training information
- Final Release Production Date.
- Qwest response to CLEC comments

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

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

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



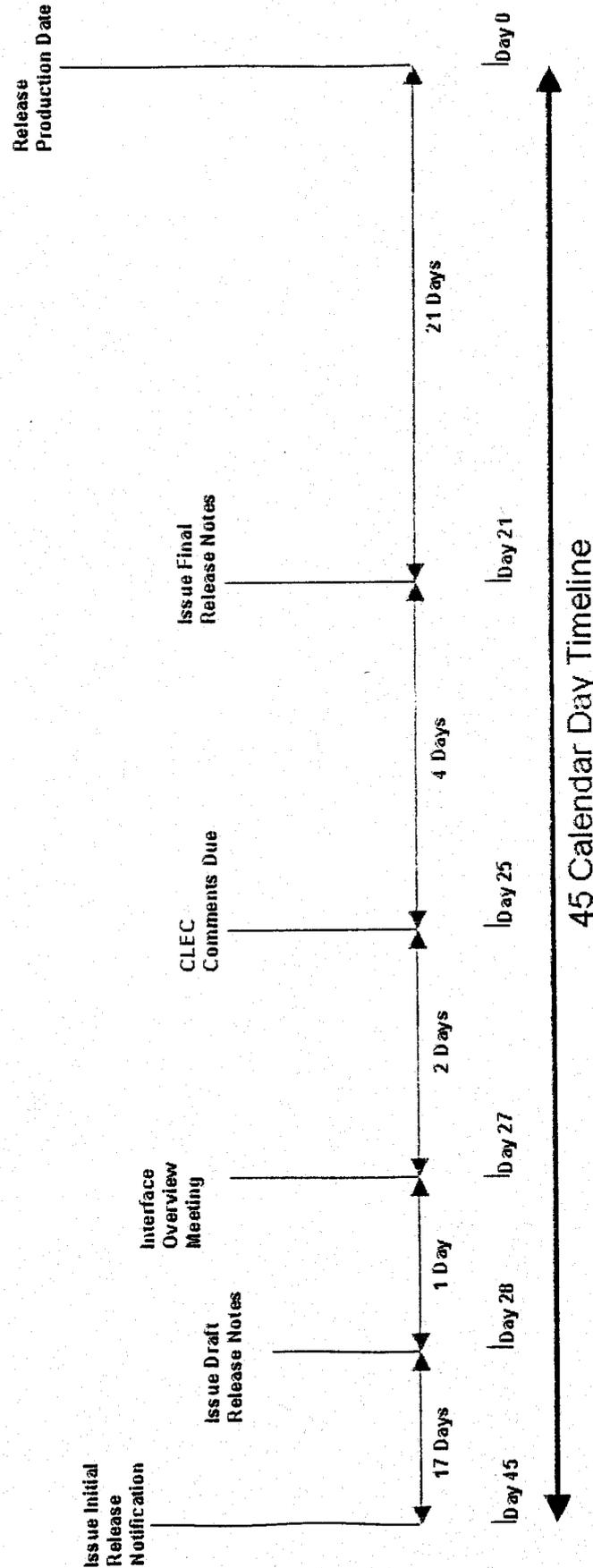
The events listed above are intended to occur on business days. If the date on which any event is scheduled to occur falls on a weekend or holiday, then Qwest and the CLEC's may negotiate a revised timeline.

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

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

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



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

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

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

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## 8.0 CHANGE TO AN EXISTING OSS INTERFACE

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

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

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

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

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

### Application-to-Application OSS Interface

Qwest will support the previous Major Release of Interconnect Mediated Access (IMA) EDI for one hundred eighty (180) calendar days after the subsequent Major Release of IMA EDI has been implemented. In the event that IMA EDI major releases are implemented more than six (6) months apart, any CLEC desiring to delay retirement of the previous release should submit a CR requesting the delay. Qwest will review and grant the retirement delay up until sixty (60) days after the Release Production Date of the next Major Release; however, Qwest will maintain no more than three (3) Major Releases of IMA EDI in production at any time. Qwest may retire the extended release before the extension expires when all CLECs have migrated off the extended release, but no earlier than five (5) business days after the last scheduled CLEC migration from the extended release. CLECs who do not successfully migrate from the retiring release, must contact their Qwest EDI Implementation Team immediately to schedule a new migration. Any such new migration shall not be rescheduled beyond the sixty (60) day retirement delay. (A timeline illustrating the operation of this provision is provided at the end of Section 8.) Past Releases of IMA EDI will only be modified as a result of production support

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changes. When such production support changes are made, Qwest will also modify the related documentation. All other changes become candidates for future IMA EDI Releases.

Qwest makes one Release of the Electronic Bonding-Trouble Administration (EBTA) and billing interfaces available at any given time, and will not support any previous Releases.

### **Graphical User Interface (GUI)**

Qwest makes one Release of a GUI available at any given time and will not support any previous Releases.

IMA GUI changes for a pre-order or ordering will be implemented at the same time as an IMA EDI Release.

### **8.1 Application-to-Application Interface**

This section describes the timelines that Qwest, and any CLEC choosing to implement on the Qwest Release Production Date, will adhere to in changing existing application-to-application interfaces.<sup>1</sup> 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.

#### **3.1.1 Draft Interface Technical Specifications**

Prior to Qwest implementing a change to an existing application-to-application interface, Qwest will notify CLECs of the draft Technical Specifications. Qwest will issue draft Technical Specifications no later than seventy-three (73) calendar days prior to the implementation date unless an exception has been granted. Technical Specifications are documents that provide information the CLECs need to code the application-to-application interface. The Draft Technical Specifications notification letter will include:

- Written summary of change(s)
- Planned time frame for Release Production
- Purpose
- Logistical information (including a conference line) for walk through
- Reference to draft Technical Specifications, or reference to a Web site with draft specifications
- Additional pertinent material
- Draft Technical Specifications documentation, or instructions on how to access the draft Technical Specifications documentation on the Web site.

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<sup>1</sup> 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.

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### 8.1.2 Walk Through of Draft Interface Technical Specifications

Qwest will sponsor a walk through, including the appropriate internal Subject Matter Experts (SMEs), between sixty-eight (68) calendar days prior to the planned implementation date and fifty-eight (58) calendar days prior to the planned implementation date. A walk through will afford CLEC SMEs the opportunity to ask questions and discuss specific requirements with Qwest's technical team and will take as much of this period as is necessary to address CLECs' questions. CLECs are encouraged to invite their technical experts, systems architects, and designers, to attend the walk through.

Qwest will lead the review of the Draft Technical Specifications. Qwest technical experts will answer the CLEC SMEs' questions. Qwest will capture action items such as requests for further clarification. Qwest will follow-up on all action items and notify CLECs of responses forty five (45) calendar days prior to the planned implementation date.

### 8.1.3 CLEC Comments on Draft Interface Technical Specifications

If the CLEC identifies issues or requires clarification, the CLEC must send written comments to Qwest no later than fifty-five (55) calendar days prior to the planned implementation date. CLECs may submit comments via the Qwest CMP comment Web site at <http://www.qwest.com/wholesale/cmp/comment.html>.

#### 8.1.4 Qwest Response to CLEC Comments

Qwest will review and respond with written answers to all CLEC issues, comments/concerns no later than forty-five (45) calendar days prior to final implementation date. The answers will be shared with all CLECs, unless the CLECs question(s) are marked proprietary. Any changes that may occur as a result of the responses will be distributed to all CLECs in the same notification letter. The notification will include the description of any change(s) made as a result of CLEC comments. The change(s) will be reflected in the Final Technical Specifications.

### 8.1.5 Final Interface Technical Specifications

The Final Interface Technical Specifications will include the following:

- Reference to Final Technical Specifications, or Web site
- Qwest response to CLEC comments
- Summary of changes from the prior implementation, including any changes made as a result of CLEC comments on Draft Technical Specifications
- Indication of type of change (e.g., documentation change, business rule change, clarification change)
- Final Joint Test Plan including transactions which have changed
- The suite of re-certification test scenarios

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

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- Joint Testing Period
- Final implementation date

Qwest will issue Final Interface Technical Specifications no later than forty-five (45) calendar days before the final implementation date, unless the exception process has been invoked. The implementation timeline for the Release will not begin until Final Technical Specifications are provided. Production Support type of changes that occur within the thirty (30) calendar day test window can occur without advance notification but will be posted within 24 hours of the change.

### 8.1.6 Joint Testing Period

Qwest will provide a thirty (30) day test window for any CLEC who desires to jointly test with Qwest prior to the Release Production Date.

### 8.1.7 Release Documentation Addenda

After the Final Technical Specifications are published, there may be other changes made to documentation or the coding that is documented in the form of addenda.

- 1<sup>st</sup> Addendum – 2 weeks after the Release the 1<sup>st</sup> 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.

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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](mailto: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

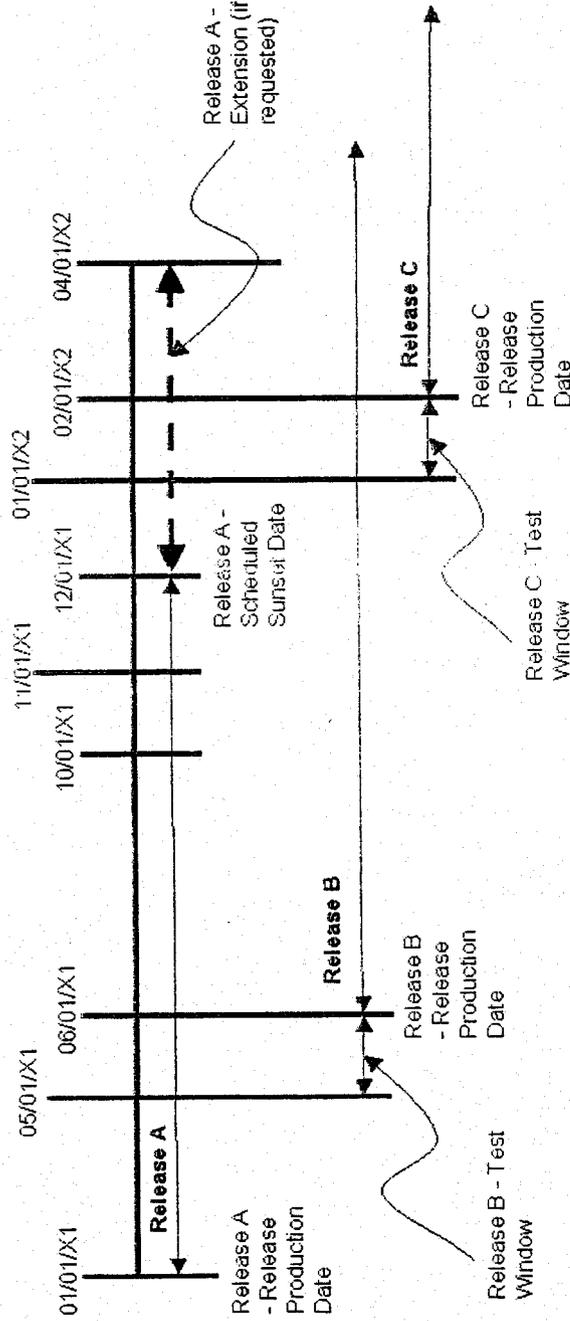
Qwest will issue the Final Interface Release Notification no later than twenty-one (21) calendar days before the final Release Production Date. Qwest will post this information on the CMP Web site. Production support type changes that occur without advance notification will be posted within 24 hours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

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Figure 4: Release Extension Illustrative Timeline

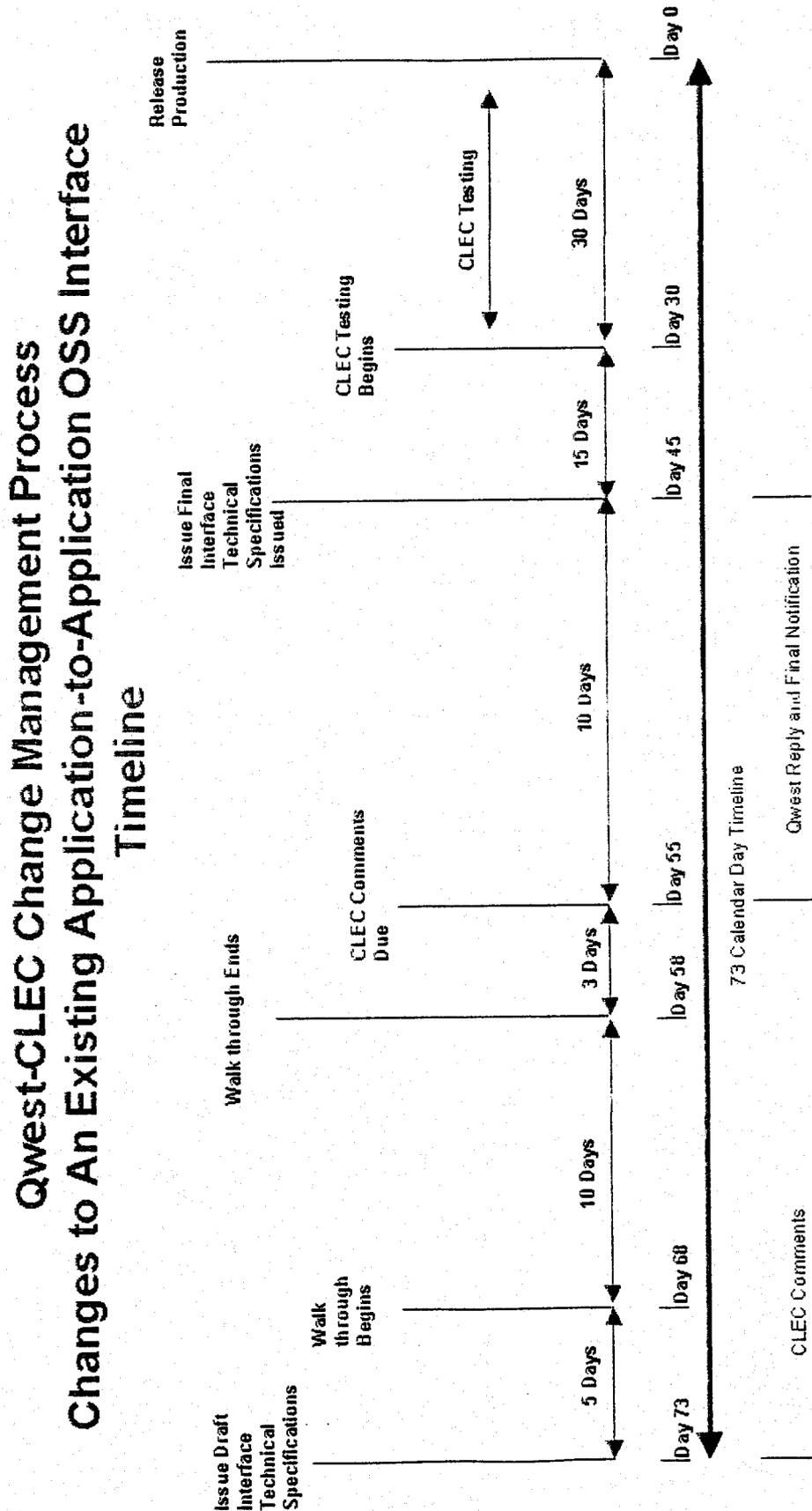
### Qwest-CLEC Change Management Process Change to an Existing OSS Interface Release Extension Illustrative Timeline



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



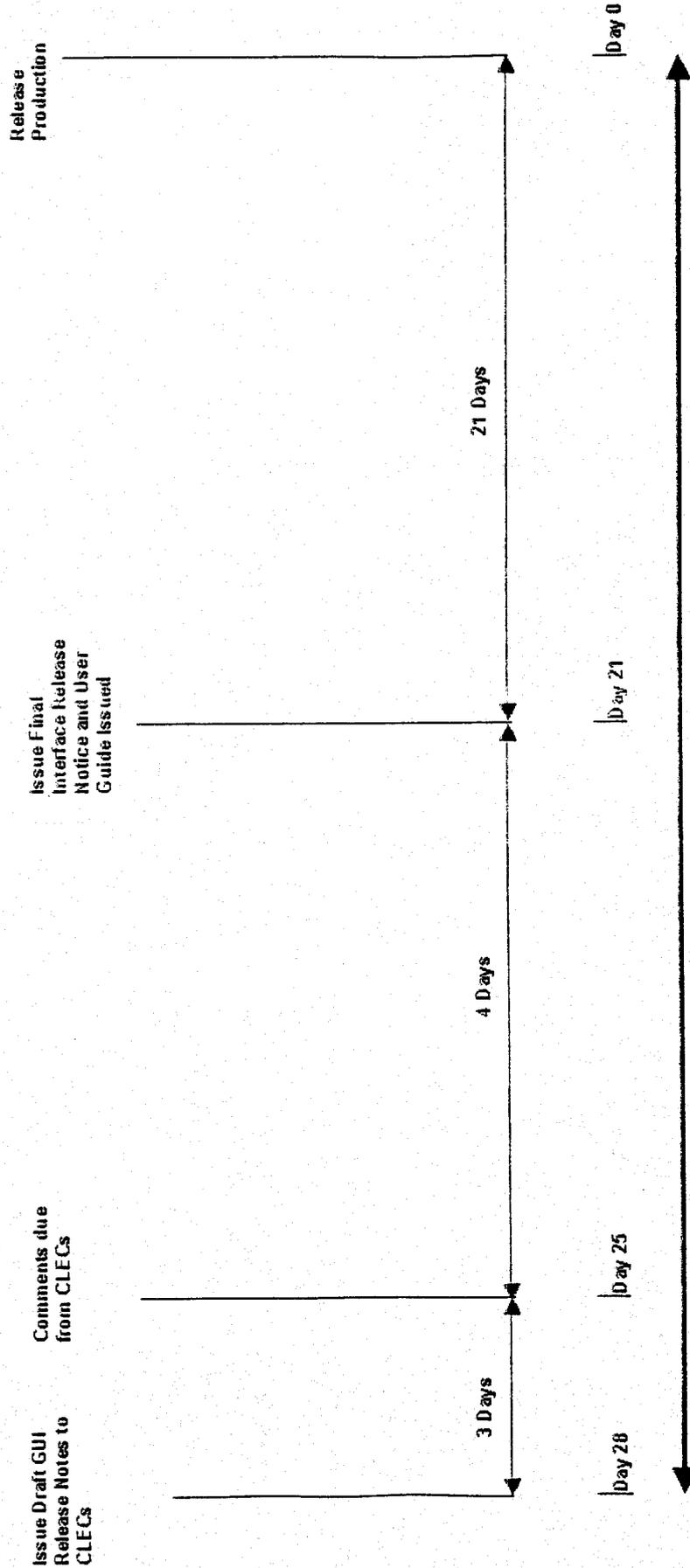
The events listed above are intended to occur on business days. If the date on which any event is scheduled to occur falls on a weekend or holiday, then Qwest and the CLECs may negotiate a revised timeline.

**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 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."

## 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."

- 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:

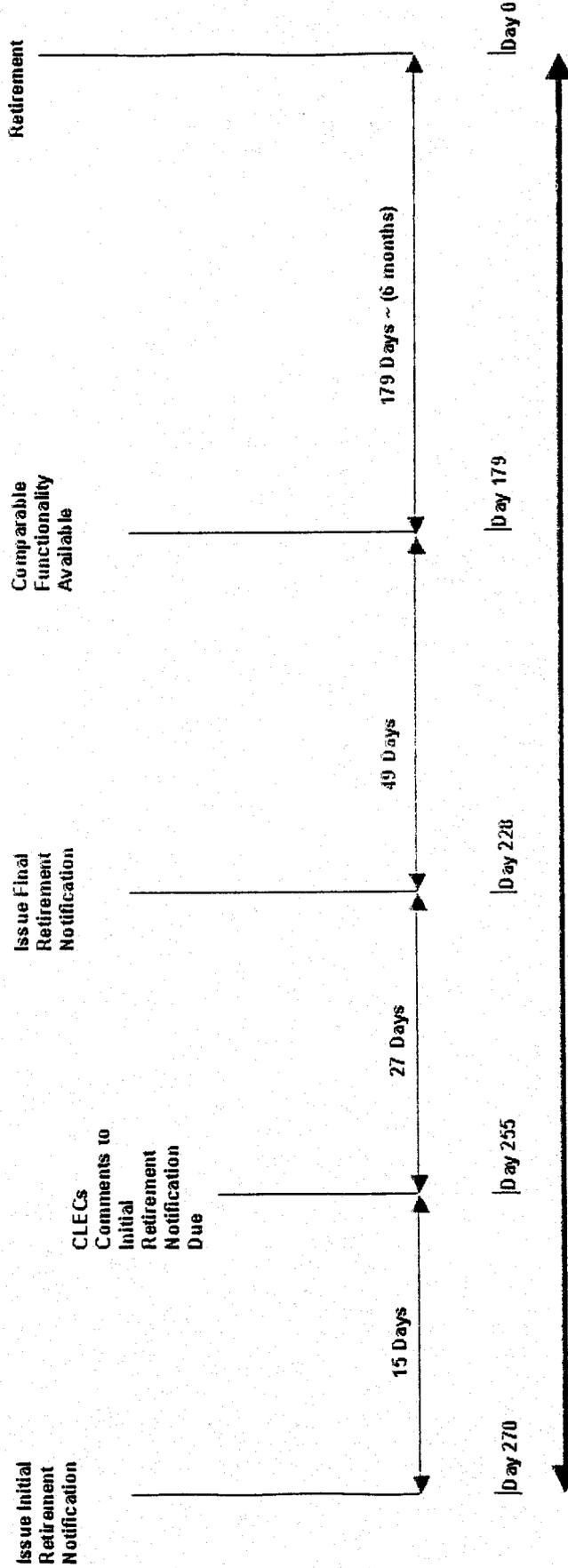
- The rationale for retiring the OSS Interface (e.g., no usage or replacement)
- If applicable, where the replacement functionality will reside in a new interface and when the new interface has been certified by a CLEC
- Qwest's responses to CLECs' comments/concerns
- Actual retirement date

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)

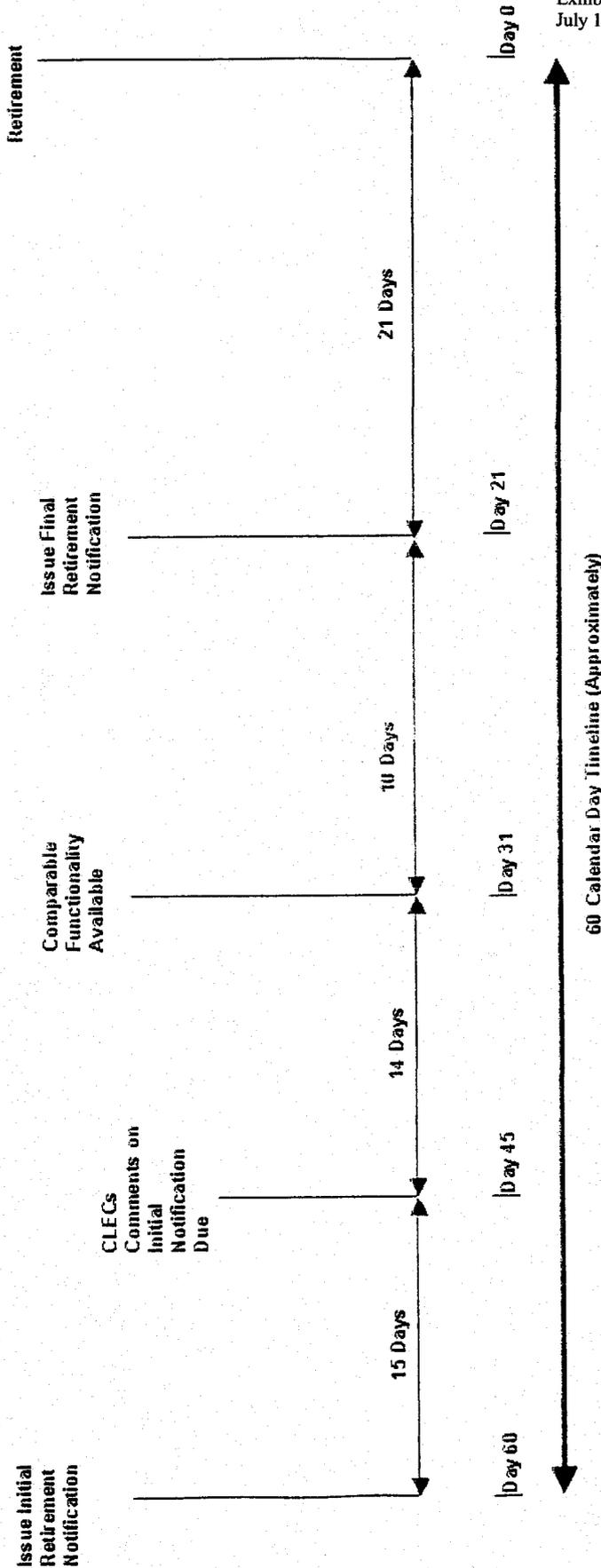
The events listed above are intended to occur on business days. If the date on which any event is scheduled to occur falls on a weekend or holiday, then Qwest and the CLECs may negotiate a revised timeline.

**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

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

Figure 8: Retirement of an Existing Graphic User Interface Timeline

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



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

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## 10.0 PRIORITIZATION

Each OSS Interface Release is prioritized separately. If the Systems CMP Change Requests for any interface do not exceed Release capacity, no prioritization for that Release is required. The prioritization process provides an opportunity for CLECs and Qwest to prioritize OSS Interface Change Requests (CRs). CRs for introduction of a new interface or retirement of an existing interface are not subject to prioritization and will follow the introduction or retirement processes outlined in Sections 7.0 and 9.0, respectively.

### 10.1 Test Environment Releases

When an OSS Interface release is prioritized, some of the prioritized OSS Interface CRs will cause a change in that OSS Interface's corresponding test environment. These changes will be included in the test environment release that is made available thirty (30) days prior to the OSS Interface implementation date, and will not be subject to prioritization. The business and systems requirements for these test environment changes will be developed in the same order as the prioritized OSS Interface CRs. Qwest will ensure that the resources allocated to the test environment are sufficient to complete the corresponding OSS Interface Release changes described above.

Any remaining test environment capacity will be allocated to CRs that are specific to the test environment. CRs that are specific to the test environment will be prioritized in accordance with Section 10.0.

Qwest's OSS Interface production environment and test environment development efforts will not compete for resources.

### 10.2 Regulatory Change Requests

Regulatory changes, are defined in Section 4.0. Separate procedures are required for prioritization of CRs requesting Regulatory changes to ensure that Qwest can comply with the recommended or required implementation date, if any. The process for determining whether a CR is a Regulatory Change is set forth in Section 5.1.

Qwest will send CLECs a notification when it posts Regulatory CRs to the Web and identify when comments are due, as described in Section 5.1. Regulatory CRs will also be identified in the Monthly CMP Systems Meeting distribution package.

#### 10.2.1 Regulatory Changes

For Regulatory Changes, Qwest will implement changes no later than the time specified in the legislation, regulatory requirement, or court ruling. If no time is specified, Qwest will implement the change as soon as practicable.

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Regulatory CRs will be ranked with all other CRs. If the implementation date for a Regulatory CR requires all or a part of the change to be included in the upcoming Major Release, the CR will not be subject to ranking and will be automatically included in that Major Release.

### **10.2.2 Industry Guideline Changes**

Industry Guideline CRs will be identified in the Monthly CMP Systems Meeting distribution package. Industry Guideline CRs will be ranked with all other systems CRs during prioritization as described in Section 10.0. If an Industry Guideline CR is prioritized high enough to be included in the business and systems requirements phase and is dependant on a "foundation" CR, the "foundation" CR will automatically be worked in conjunction with the Industry Guideline CR.

### **10.2.3 Regulatory Change Implementation**

When more than one Major Release is scheduled before the mandated or recommended implementation date for a Regulatory CR, Qwest will present information to CLECs regarding any technical, practical, or development cycle considerations that may affect Qwest's ability to implement the CR in any particular Major Release as part of the CR review and continue to provide information up to the packaging options. At the Monthly CMP Systems Meeting where the Regulatory CR is presented, Qwest will advise CLECs of the possible scheduled Releases in which Qwest could implement the CR and the CLECs and Qwest will determine how to allocate those CRs among the available Major Releases, taking into account the information provided by Qwest regarding technical, practical, and/or development considerations. If the Regulatory CR is not included in a prior Release, it will be implemented in the latest Release specified by Qwest.

## **10.3 Prioritization Process**

### **10.3.1 Prioritization Review**

At the last Monthly CMP Systems Meeting before Prioritization, Qwest will facilitate a Prioritization Review including a discussion of all CRs eligible for prioritization in a Major Release. If there are any Industry Guideline CRs eligible for prioritization, Qwest will identify all Industry Guideline CRs that would need to be implemented prior to or in conjunction with such CRs. Qwest will distribute all materials five (5) calendar days prior to the Prioritization Review. The materials will include:

- Agenda
- Summary document of all CRs eligible for prioritization including identification of dependencies (see Appendix A - Sample - IMA 11.0 Rank Eligible CRs)

Both CLECs and Qwest will have appropriate Subject Matter Experts in attendance at the Prioritization Review. The review and discussion meetings are open to all CLECs.

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The Prioritization Review objectives are to:

- Allow CLECs and Qwest to discuss eligible OSS Interface or test environment Change Requests by providing specific input as to the relative importance that CLECs, as a group, and Qwest assign to each such Change Request.

### 10.3.2 Ranking Process

Within three (3) business days following the Monthly CMP Systems Meeting that includes the Prioritization Review, Qwest will distribute the Prioritization Form for ranking. Ranking will be conducted according to the following guidelines:

- Each CLEC and Qwest may submit one completed Prioritization Form. The ranking must be submitted by a Point of Contact. The ranking will be submitted to the Qwest CMP Manager in accordance with the process described in Section 10.3.3 below. Refer to Appendix B: Sample - IMA 11.0 Initial Prioritization Form
- Qwest and each CLEC ranks each Change Request on the Prioritization Form by providing a point value from 1 through n, where n is the total quantity of CRs. The highest point value will be assigned to the CR that Qwest and CLECs wish to be implemented first. The total points will be calculated by the Qwest CMP Manager and the results will be distributed to the CLECs in accordance with the process described in Section 10.3.3 below. Refer to Appendix C : Sample - IMA 11.0 Prioritization List.

### 10.3.3 Ranking Tabulation Process

CLECs and Qwest who choose to vote must submit their completed Prioritization Form via e-mail, [cmocr@qwest.com](mailto:cmocr@qwest.com), within three (3) business days following Qwest's distribution of the Prioritization Form. Within two (2) business days following the deadline for submission of ranking, Qwest will tabulate all rankings and e-mail the resulting Initial Prioritization List to the CLECs. The results will be announced at the next scheduled Monthly CMP Systems Meeting. Prioritization is based on the results of the votes received by the deadline. Based on the outcome of the final ranking of the CR candidates, an Initial Prioritization List is produced.

### 10.3.4 Ranking of Late Added CRs

For those late added CRs that are eligible for inclusion, as a candidate, in the most recently prioritized Release, the prioritization process will be as follows.

- Within three (3) business days following the Monthly CMP Systems Meeting that resulted in the decision to include the late added CR as a candidate in the recently prioritized Release, Qwest will distribute the late added CR for ranking, along with the initial prioritization.
- Each CLEC and Qwest may submit a suggested rank for the late added CR. The suggested rank will be the number corresponding to the position on the Initial Prioritization List that the CLEC or Qwest believes the late added CR should be inserted.

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- CLECs and Qwest who choose to vote must return their suggested rank for the late added CR via e-mail within three (3) business days following Qwest's distribution of the late added CR for ranking.

Within two (2) business days following the deadline for the return of the suggested rank, Qwest will tabulate the results by averaging the returned suggested ranks for the late added CR. Qwest will insert the late added CR into the Initial Prioritization List at the resulting point on the list and will renumber the remaining candidates on the list based on this insertion. Qwest will e-mail an updated Prioritization List to the CLECs. The results will be announced at the next scheduled Monthly CMP Systems Meeting.

### 10.3.5 Withdrawal of Prioritized CRs

A CLEC or Qwest may elect to withdraw a CR that has been prioritized for an OSS Interface Release. This process may be invoked at any time between the prioritization process and the commitment for the Release. Qwest will determine its ability to work additional CRs for the Release based upon the timing of the withdrawal request. After commitment, a CLEC or Qwest could request the CR be withdrawn, however, the withdrawal of the CR may not be feasible based upon the development status at the time of the withdrawal request. The process will be as follows:

- The originating CLEC or Qwest will submit an e-mail request to the Qwest CMP Manager, [cmpcr@qwest.com](mailto: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](mailto: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 (cmpepsc@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 SCRP Request Receipt with a Confirmation E-mail**

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

- Date and time of receipt of complete SCRP request e-mail
- Date and time of SCRP confirmation e-mail
- SCRP title and number
- The name, telephone number and e-mail address of the assigned Qwest manager
- Amount of the non-refundable Processing Fee as specified in Section 10.4.8.

#### **10.4.3 Process Fee Invoice**

Within one (1) business day of sending the SCRP confirmation e-mail Qwest will bill the SCRP Requestor a non-refundable Processing Fee as specified in Section 10.4.8 below.

#### **10.4.4 SCRP Review Meeting**

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

#### **10.4.5 Preliminary SCRP Quote and Review Meeting**

During business and systems requirements analysis, Qwest will review the SCRP request to determine if it has any affinities with CRs packaged for the planned OSS Interface Release. As soon as feasible, but in any case within thirty (30) business days, after receipt of a completed SCRP request form, Qwest will schedule and hold a meeting with the SCRP Requestor to provide and review:

- An estimated Preliminary SCRP quote. The SCRP quote will, at a minimum, include the following information:
  - A description of the work to be performed
  - Estimated Development costs with a cap on cost
  - Targeted Release
  - An estimate of the terms and conditions surrounding the firm SCRP quote. (If the estimate increases before Qwest issues the Firm SCRP Quote, Qwest will communicate the cost increases to the SCRP Requestor.) The SCRP Requestor must comply with payment terms as outlined in Section 10.4.7 before Qwest proceeds with the request.
- An invoice covering the business and systems requirements analysis
  - Payment for this invoice is due no later than thirty (30) calendar days following Qwest's written issuance of the Preliminary SCRP Quote. Qwest will not proceed with further

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

#### **10.4.5.1 SCRP Requestor Accepts the Preliminary Quote and Decision for Qwest to Proceed**

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

If the SCRP Requestor accepts the SCRP Preliminary Quote, the SCRP Requestor must send an e-mail to the assigned Qwest manager with the following information:

The subject line of the e-mail message must include:

- "SCRP PRELIMINARY QUOTE ACCEPTED"
- CR number and title
- CR originator's company name

The text of the e-mail message must include:

- Statement accepting SCRP Preliminary Quote, planned OSS Interface Release date, and terms and conditions
- CR originator's name, phone number, and e-mail address

#### **10.4.5.2 SCRP Requestor Asks to Change the SCRP Request**

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

#### **10.4.5.3 SCRP Requestor Cancels the SCRP Request**

The last point at which a SCRP Request may be cancelled is at the Monthly CMP Meeting at which Qwest presents the CRs that Qwest has committed to in the Release. Otherwise, the SCRP request will be implemented with the Release and the SCRP Requestor is obligated to pay the full amount of the firm SCRP quote consistent with the payment schedule described below in Section 10.4.7.

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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)

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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implemented immediately by means of an emergency Release of process, software or documentation (known as a Patch). If Qwest and CLEC deem implementation is not timely, and a work around exists or can be developed, Qwest will implement the work around in the interim. Severity 3 and Severity 4 IT trouble tickets may be implemented when appropriate taking into consideration upcoming Patches, Major Releases and Point Releases and any synergies that exist with work being done in the upcoming Patches, Major Releases and Point Releases.

Qwest will attempt to make a software patch when the system is not working as defined in the technical specifications and/or the GUI systems documentation (excluding PCAT documentation), and issue an event notification clearly defining the change.

If Qwest determines that a software patch is not feasible, and/or Qwest or any CLEC identifies a Patch Release of software or related systems documentation changes that may impact CLEC production coding, Qwest will issue an event notification, initiate a Technical Escalation, and request a joint meeting between Qwest and the CLECs in order to discuss the particular Patch Release. Qwest will notify CLECs of the joint meeting in which Qwest will review the Patch Release, the proposed solution, and the variables which affect the resolution. In all instances, these joint meetings are exempt from the five (5) business day advance notification requirement described in Section 3.0.

At this joint meeting, Qwest and the impacted CLECs will discuss how the pending Patch Release will affect their code. Qwest and the impacted CLECs will discuss any potential resolution options and implementation timeframes. In the event that agreement cannot be reached between Qwest and the impacted CLECs regarding the type of Patch Release to be implemented, the parties will attempt to negotiate an appropriate workaround.

The first time a trouble is reported by Qwest or CLEC, the Qwest IT Help Desk will assign an IT Trouble Ticket tracking number, which will be communicated to the CLEC at the time the CLEC reports the trouble. The affected CLEC(s) and Qwest will attempt to reach agreement on resolution of the problem and closing of the IT Trouble Ticket. If no agreement is reached, any party may use the Technical Escalation Process, <http://www.qwest.com/wholesale/systems/productionsupport.html>. When the IT Trouble Ticket has been closed, Qwest will notify CLECs with one of the following disposition codes:

- No Trouble Found – to be used when Qwest investigation indicates that no trouble exists in Qwest systems.
- Trouble to be Resolved in Patch – to be used when the IT Trouble Ticket will be resolved in a Patch. Qwest will provide a date for implementation of the Patch. This is typically applied to Severity 1 and Severity 2 troubles, although Severity 3 and Severity 4 troubles may be resolved in a Patch where synergies exist.
- CLEC Should Submit CMP CR – to be used when Qwest's investigation indicates that the System is working pursuant to the Technical Specifications (unless the Technical

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Specifications are incorrect), and that the IT Trouble Ticket is requesting a systems change that should be submitted as a CMP CR.

- Resolved – to be used when the IT Trouble Ticket investigation has resolved the trouble.

If Qwest has identified the source of a problem for a Severity 3 or Severity 4 IT Trouble Ticket but has not scheduled the problem resolution, Qwest may place the trouble ticket into a "Date TBD" status, but will not close the trouble ticket. Once a trouble ticket is placed in "Date TBD" status, Qwest will no longer issue status notifications for the trouble ticket. Instead, Qwest will track "Date TBD" trouble tickets and report status of these trouble tickets on the CMP Web site and in the Monthly CMP Systems Meeting. When a "Date TBD" trouble ticket is scheduled to be resolved in a Patch, Release or otherwise, Qwest will issue a notification announcing that the trouble ticket will be resolved and remove the trouble ticket from the list reported on the CMP Web site and in the Monthly CMP Systems Meeting.

For "Date TBD" trouble tickets, either Qwest or a CLEC may originate a Change Request to correct the problem. (See Section 5.0 for CR Origination.) If the initiating party knows that the CR relates to a trouble ticket, it will identify the trouble ticket number on the CR.

Instances where Qwest or CLECs misinterpret Technical Specifications and/or business rules must be addressed on a case-by-case basis. All parties will take all reasonable steps to ensure that any disagreements regarding the interpretation of a new or modified OSS Interface are identified and resolved during the change management review of the Change Request.

#### 12.4 Reporting Trouble to IT

Qwest will open a trouble ticket at the time the trouble is first reported by CLEC or detected by Qwest. The ITWSHD Tier 1 will communicate the ticket number to the CLEC at the time the trouble is reported. Once a trouble ticket is opened at the ITWSHD, a CLEC or Qwest may request that the Event Notification process begin on the ticket as described in section 12.6.

If a ticket has been opened, and subsequent to the ticket creation, CLECs call in on the same problem, and the ITWSHD recognizes that it is the same problem, a new ticket is not created. The ITWSHD documents each subsequent call in the primary IT trouble ticket.

If one or more CLECs call in on the same problem, but it is not recognized as the same problem, one or more tickets may be created. When the problem is recognized as the same, one of the tickets becomes the primary ticket, and the other tickets are linked to the primary ticket. The ITWSHD provides the primary ticket number to other reporting CLECs. A CLEC can request its ticket be linked to an already existing open IT ticket belonging to another CLEC. When the problem is closed, the primary and all related tickets will be closed.

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#### 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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- 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 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 <b>changes</b> 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 <b>changes</b> 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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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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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](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 [cmpecsc@qwest.com](mailto:cmpecsc@qwest.com).

- Subject line of the escalation e-mail must include:
  - CLEC Company name
  - "ESCALATION"
  - Change Request (CR) number and status, if applicable
- Content of e-mail must enclose appropriate supporting documentation, if applicable, and to the extent that the supporting documentation does not include the following information, the following must be provided:
  - Description of item being escalated
  - History of item
  - Reason for Escalation
  - Business need and impact
  - Desired CLEC resolution
  - CLEC contact information including Name, Title, Phone Number, and e-mail address
  - CLEC may request that impacted activities be stopped, continued or an interim solution be established.
- Qwest will acknowledge receipt of the complete escalation e-mail with an acknowledgement of the e-mail no later than the close of business of the following business day. If the escalation e-mail does not contain the preceding specified information Qwest will notify the CLEC by the close of business on the following business day, identifying and requesting information that was not originally included.
- When the escalation e-mail is complete, the acknowledgement e-mail will include:
  - Date and time of escalation receipt
  - Date and time of acknowledgement e-mail
  - Name, phone number and e-mail address of the Qwest Director, or above, assigned to the escalation.
- Qwest will post escalated issue and any associated responses on the CMP Web site within one (1) business day of receipt of the complete escalation or response.

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- Qwest will give notification that an escalation has been requested via the Industry Mail Out process
- Any other CLEC wishing to participate in the escalation may do so by selecting the participate button adjacent to the escalation on the CMP Escalation Web site, <http://www.qwest.com/wholesale/cmp/escalations.html>, within one (1) business day of the mail out. Alternately, a CLEC may participate by sending an e-mail to [cmpesc@qwest.com](mailto:cmpesc@qwest.com) within one business day of the Qwest notification. The subject line of the e-mail must include the title of the escalated issue followed by "ESCALATION PARTICIPATION."
- If Qwest determines a CLEC meeting is needed to further discuss the escalation, and upon agreement by the originating CLEC, Qwest will also invite the CLECs that chose to participate in the escalation. The meeting will not require 5 day advance notification due to the escalation time constraints.
- Qwest will respond to the originating CLEC and copy the participating CLECs, with a binding position e-mail including supporting rationale as soon as practicable, but no later than:
  - For escalated CRs, seven (7) calendar days after sending the acknowledgment e-mail.
  - For all other escalations, fourteen (14) calendar days after sending the acknowledgment e-mail.
- The escalating CLEC will respond to Qwest within seven (7) calendar days with a binding position e-mail.
- When the escalation is closed, the resolution will be subject to this CMP

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## 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](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](mailto: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](mailto: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](mailto: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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### 16.1.2 Tracking of an Exception Request

Exception Requests will be identified by adding the suffix "EX" to the CR number. If an Exception Request references existing CRs, and the Exception Request is granted, the CR numbers of the referenced CRs will then be modified to include the "EX" suffix.

Within one (1) business day after receipt of an Exception Request, Qwest's CMP Manager will acknowledge receipt of the Exception Request by e-mail to the Requestor. The CMP Manager will include in the acknowledgement an indication of whether an Exception Call/Meeting will be scheduled. If an Exception Call/Meeting is not requested, the Exception change request will be presented to the CMP community as described in Section 16.3 below. The acknowledgement will also include the CR or tracking number.

### 16.2 Exception Notification

Within three (3) business days after receipt of the request, if an Exception Call/Meeting is requested, the CMP Manager will issue a notification to the CMP community for an Exception Call/Meeting (the "Exception Notification"). The Exception Call/Meeting shall be held on a date agreed to by the Requestor, provided that it shall not be held less than seven (7) business days after issuance of the Exception Notification.

The subject line of the Exception Notification must include:

- "EXCEPTION NOTIFICATION"

The content of the Exception Notification will include:

- Requestor
- Logistics for Exception Call/Meeting
- Agenda
- Change Request number on which the exception is sought
- Description of the request with good cause for seeking an exception
- Desired outcome (e.g., timeframe or targeted release)
- Supporting documentation
- Primary contact information
- A clear statement that a decision is required to accept, or decline this request as an Exception during this Exception Call/Meeting.
- Logistics for a pre-meeting, in accordance with Section 16.2.1
- An initial assessment from Qwest regarding the impact if the Exception Request is granted, if available.

#### 16.2.1 Pre-Meeting

The pre-meeting shall be held on a date agreed to by the Requestor, provided that it shall not be held less than two (2) business days after issuance of the Exception Notification. Qwest shall conduct the pre-meeting with the Exception Requestor, any CLECs that wish to participate, Qwest SMEs, and specially requested Qwest personnel, or their equivalents. In all instances, the pre-

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meeting is exempt from the five (5) business day advance notification requirement described in Section 3.0. The purpose of the pre-meeting is to enable Qwest and CLECs to discuss options for the vote, determine the additional SMEs to invite to the Exception Call/Meeting, and develop a clear statement delineating what "Yes" and "No" votes will mean.

No later than three (3) business days following the pre-meeting, Qwest will distribute an Exception Voting Notification. The subject line of the notification will contain:

- "PRE-MEETING RESULTS - VOTING INSTRUCTIONS"

The body of the notification will contain:

- A clear statement outlining the course of action parties will follow if the Exception Request is granted
- A description of any modifications to the Exception Request made during the pre-meeting
- A clear statement delineating what "Yes" and "No" votes will mean
- Logistics for the Exception Meeting or the Monthly CMP Meeting, at which the vote will be held
- Logistics for additional pre-meetings, if applicable

#### 16.2.2 Conduct Exception Call/Meeting

Qwest will conduct the Exception call/meeting to allow the Requestor to clarify the Exception Request. The Exception Requestor shall present the request and provide good cause as to why such a request should be treated as an exception. Qwest and CLECs present will be given the opportunity to comment on the request. Discussion may also include substantive issues and potential solutions, and schedules for subsequent activities (e.g., meeting, deliverables, milestones, and implementation dates). After the discussion, Qwest will conduct a vote as described in Section 16.4.

Qwest will write, distribute and post minutes as part of the Exception Request Disposition Notification no later than five (5) business days after the Exception Call/Meeting. The minutes will include the disposition and schedule of the implementation of the Exception Request.

#### 16.3 Notification of Exception Request Discussion and Vote at Upcoming Monthly CMP Meeting

If an Exception Requestor desires that the vote be taken at the next Monthly CMP Meeting, the Exception Request must be submitted no later than thirteen (13) business days prior to that Monthly CMP Meeting. If an Exception Call/Meeting is not requested by the Exception Requestor, within three (3) business days after receipt of the request Qwest will notify the CLECs by e-mail that an Exception Request has been received by the CMP Manager.

The subject line of the notification must include:

- "EXCEPTION NOTIFICATION"

The notification content shall include:

- Requestor

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- Change Request number on which the exception is sought
- Description of the request with good cause for seeking an exception
- Desired outcome (e.g., timeframe or targeted release)
- Supporting documentation
- A clear statement that this request will be discussed and a decision is required to accept, or decline this request as an Exception, at the upcoming Monthly CMP Meeting
- Logistics for a pre-meeting, in accordance with Section 16.2.1
- An initial assessment from Qwest regarding the impact if the Exception Request is granted, if available

### 16.3.1 Discussion and Vote Taken at the Monthly CMP Meeting

If an Exception Call/Meeting is not requested, Qwest will note on the agenda of the next Monthly CMP Meeting that an Exception Request has been submitted, and that a decision is required to accept or decline this request as an Exception. Qwest will include the Exception Request and supporting documentation as part of the Monthly CMP Meeting distribution package.

The Exception Requestor shall present the request and provide good cause as to why such a request should be treated as an exception. Qwest and CLECs present will be given the opportunity to comment on the request. Discussion may also include substantive issues and potential solutions, and schedules for subsequent activities (e.g., meeting, deliverables, milestones, and implementation dates). After the discussion, Qwest will conduct a vote as described in Section 16.4.

### 16.4 Vote on Exception Request

A vote on whether an Exception Request will be handled on an exception basis will take place at the Exception Call/Meeting, if one is held (See Section 16.2.2). If an Exception Call/Meeting is not held, the vote will be taken at the Monthly CMP Meeting (See Section 16.3.1). The standards for determining whether a request will be handled on an exception basis are as follows:

- If the Exception Request is for a general change to the established CMP timelines for Product/Process changes, a two-thirds majority vote will be required unless Qwest or a CLEC demonstrates, with substantiating information, that one of the criteria for denial set forth in Section 5.3 is applicable. If one of the criteria for denial is applicable, the request will not be treated as an exception.
- If the Exception Request is for a Systems change or seeks to alter any part of this CMP (other than a particular instance of a Product/Process timeline change), a unanimous vote will be required.

Voting will be conducted pursuant to Section 17.0.

Any party that disagrees with results of a vote may initiate dispute resolution pursuant to the CMP Dispute Resolution provisions.

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## 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, [cmpocr@qwest.com](mailto:cmpocr@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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## 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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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](mailto: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](mailto: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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Note: Throughout this document, the terms "include(s)" and "including" mean "including, but not limited to."

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](mailto:cmpesc@qwest.com) and the CMP POC of the carrier that is the subject of the issue. If the issue is presented at a Monthly CMP Meeting and is not resolved, the submitter must follow the e-mail submission process.

In the event a party chooses to submit an e-mail as described above, the subject line of the issue submission e-mail must include:

- Company name
- "CMP OVERSIGHT REVIEW ISSUE SUBMISSION"

The submission e-mail must include appropriate supporting documentation, if applicable, and, to the extent that the supporting documentation does not include the following information, the following must be provided:

- Description of issue
- Basis for considering the matter an Oversight Review Issue

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- Citation from the Qwest Wholesale Change Management Document that addresses specific guidelines, if applicable
- Desired resolution
- Contact information including Name, Title, Phone Number, and e-mail address

Qwest must acknowledge receipt of the complete issue submission with an acknowledgement within one (1) business day. If the issue submission does not contain the above-specified information, Qwest must notify the submitter within one (1) business day, identifying and requesting information that was not originally included. When the issue submission is complete, the acknowledgement email will include:

- Date and time of issue submission receipt
- Date and time of acknowledgement email

Qwest must issue a notification announcing that an Oversight Review Issue has been submitted within two (2) business days after receipt of the complete issue e-mail submission. The subject of the notification will include "CMP OVERSIGHT REVIEW ISSUE SUBMISSION."

### **18.3 Issue Resolution**

#### **18.3.1 Response**

The carrier cited in the original submission must respond by e-mail to [cmpesc@qwest.com](mailto:cmpesc@qwest.com). Subject line of the Oversight Review issue response e-mail must include:

- Company name
- "CMP Oversight Review ISSUE RESPONSE"

The response e-mail must include appropriate supporting documentation, if applicable, and, to the extent that the supporting documentation does not include the following information, the following must be provided:

- Agreement/disagreement with the issue
- Reason for agreement/disagreement
- Citation from the Qwest Wholesale Change Management Process Document that addresses responding company position, if applicable
- Response to desired resolution, and alternative proposed resolution, if applicable
- Respondent contact information including Name, Title, Phone Number, and e-mail address

Qwest must distribute a notification with the contents of the response e-mail within two (2) business days of receipt. The subject of the notification must include "RESPONSE TO CMP OVERSIGHT REVIEW ISSUE."

#### **18.3.2 Issue Meeting**

If the submitter of the Oversight Review Issue is not satisfied with the response provided under Section 18.3.1, the submitter may request a meeting of Qwest and interested CLECs to discuss the issue. Such meeting will be held no later than five (5) business days after the submitter's meeting request. One of the matters to be addressed at this meeting is whether additional

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meetings should be held to address the issue. Such meetings will be open to all CLECs and Qwest shall provide advanced notification of such meetings pursuant to this CMP. Qwest will provide notification of the outcome of these discussions within two (2) business days after such discussions are concluded. The subject of the notification must include "OUTCOME OF CMP OVERSIGHT REVIEW ISSUE."

### 18.3.3 Election to Pursue Issue with CMP Oversight Committee

At any point in the process under Sections 18.2 or 18.3, a participant in the discussions of an Oversight Review issue may elect to pursue the issue with the CMP Oversight Committee by sending an email to [cmpec@qwest.com](mailto:cmpec@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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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](http://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.

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APPENDIX A: SAMPLE - IMA 11.0 RANK ELIGIBLE CRS

#	CR Number	Interface	Submit Date	Company	Status	Title	Shirt Size	Est LOE Min	Est LOE Max	CR Presenter	Ranking Note
<b>Category A: Not Rank Eligible</b>											
1	14886	IMA Common	9/28/01	Qwest	Pending Withdrawal	Pre-order Transaction: Due Date availability & standard intervals	Extra Large	5501	8000	Winston, Connie	Category A: Not Rank Eligible
2	23943	IMA Common	9/28/01	Qwest	Pending Withdrawal	Shared Distribution Loop- Long Term	Large	3001	5500	Winston, Connie	Category A: Not Rank Eligible
3	25505	IMA Common	9/28/01	Qwest	Pending Withdrawal	Line Splitting for UNE-P accounts	Large	3001	5500	Winston, Connie	Category A: Not Rank Eligible
4	25591	IMA Common	9/26/01	Qwest	Pending Withdrawal	Flowthrough validate LPIC LSR Entries	Medium	751	3000	Winston, Connie	Category A: Not Rank Eligible
5	25800	IMA Common	9/28/01	Qwest	Pending Withdrawal	Add New Auto Push Statuses	Medium	751	3000	Winston, Connie	Category A: Not Rank Eligible
6	27751	IMA Common	9/28/01	Qwest	Pending Withdrawal	Intrabuilding Cable.	Large	3001	5500	Winston, Connie	Category A: Not Rank Eligible
7	27756	IMA Common	9/26/01	Qwest	Pending Withdrawal	Cancellation Remarks	Small	201	750	Winston, Connie	Category A: Not Rank Eligible
<b>Category B: Above the Line</b>											
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
<b>Category C: Rank Eligible</b>											
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	25081	IMA Common	9/26/01	Qwest	Presented	DSL Flowthrough - Re-Branding	Large	3001	5500	Winston, Connie	Category C: Rank Eligible
3	26636	IMA Common	9/28/01	Qwest	Presented	Shared Loop Enhancements	Medium	751	3000	Winston, Connie	Category C: Rank Eligible
4	30212	IMA Common	9/28/01	Qwest	Presented	Add New UNE-P PAL to IMA	Large	3001	5500	Winston, Connie	Category C: Rank Eligible
5	30215	IMA Common	10/23/01	Qwest	Presented	Wholesale Local Exchange Freeze	Large	3001	5500	Winston, Connie	Category C: Rank Eligible
6	31766	IMA Common	9/28/01	Qwest	Presented	Reject Duplicate LSRs	Medium	751	3000	Martain, Jill	Category C: Rank Eligible
7	5043011	IMA GUI	8/31/00	Eschelon	Presented	Add an online glossary of the field title abbreviations to help menu of IMA GUI	Medium	751	3000	Eschelon	Category C: Rank Eligible

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 Exhibit BJJ - A-9  
 July 13, 2006

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 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

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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 03/03/05

CHANGE REQUEST FORM

CR # \_\_\_\_\_ Status: \_\_\_\_\_  
 Originated By: \_\_\_\_\_ Date Submitted: \_\_\_\_\_  
 Company: \_\_\_\_\_ Internal Ref#: \_\_\_\_\_  
 Originator: \_\_\_\_\_  
 Name, Title, and email/phone# \_\_\_\_\_

Area of Change Request: Please click appropriate box(es) and fill out the section(s) below.

- Product/Process  System

Exception Process Requested: Please click appropriate boxes

- Yes  No

(Exception Process Requests will be considered at the next monthly CMP meeting unless Exception call/meeting requested)

- Exception call/meeting requested  
 Qwest SME(s) requested at Pre-Meeting (list if required) \_\_\_\_\_

Available Dates/Time for Clarification/Exception Pre-Meeting
1.
2.
3.
4.
5.

Regulatory or Industry Guideline CR: Please click appropriate box if you would like the CR to be considered as a Regulatory or Industry Guideline change.

- Regulatory  Industry Guideline; Indicate industry forum: \_\_\_\_\_

Title of Change:

\_\_\_\_\_

Description of Change/Exception:

\_\_\_\_\_

Expected Deliverables/Proposed Implementation Date (if applicable):

\_\_\_\_\_

OPTIONAL - COMPLETE THE SECTIONS BELOW WHERE APPLICABLE

Products Impacted: Please Click all appropriate boxes & also list specific products within product group, if applicable.

- |   |   |
|---|---|
| <input type="checkbox"/> Ancillary _____              | <input type="checkbox"/> LNP _____                        |
| <input type="checkbox"/> LIDB _____                   | <input type="checkbox"/> Private Line _____               |
| <input type="checkbox"/> 8XX _____                    | <input type="checkbox"/> Resale _____                     |
| <input type="checkbox"/> 911 _____                    | <input type="checkbox"/> Switched Service _____           |
| <input type="checkbox"/> Calling Name _____           | <input type="checkbox"/> UDIT _____                       |
| <input type="checkbox"/> SS7 _____                    | <input type="checkbox"/> Unbundled Loop _____             |
| <input type="checkbox"/> AIN _____                    | <input type="checkbox"/> UNE _____                        |
| <input type="checkbox"/> DA _____                     | <input type="checkbox"/> Switching _____                  |
| <input type="checkbox"/> Operation Services _____     | <input type="checkbox"/> Transport ( Include EUDIT) _____ |
| <input type="checkbox"/> INP _____                    | <input type="checkbox"/> Loop _____                       |
| <input type="checkbox"/> Centrex _____                | <input type="checkbox"/> UNE-P _____                      |
| <input type="checkbox"/> Collocation _____            | <input type="checkbox"/> EEL (UNE-C) _____                |
| <input type="checkbox"/> Physical _____               | <input type="checkbox"/> Other _____                      |
| <input type="checkbox"/> Virtual _____                | <input type="checkbox"/> Wireless _____                   |
| <input type="checkbox"/> Adjacent _____               | <input type="checkbox"/> LIS / Interconnect _____         |
| <input type="checkbox"/> ICDF Collocation _____       | <input type="checkbox"/> EICT _____                       |
| <input type="checkbox"/> Other _____                  | <input type="checkbox"/> Tandem Trans. / TST _____        |
| <input type="checkbox"/> Enterprise Data Source _____ | <input type="checkbox"/> DTT / Dedicated Transport _____  |
| <input type="checkbox"/> Other _____                  | <input type="checkbox"/> Tandem Switching _____           |
| <input type="checkbox"/> Local Switching _____        |   |

Area Impacted: Please click appropriate box.

- Pre-Ordering                       Provisioning
- Ordering
- Billing
- Maintenance / Repair       Other

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Form/Transaction/Process Impacted (IMA only): Please click all appropriate boxes.

- Order**
- LSR                                       End User (EU)                       Resale (RS)                       Resale Split (RSS)
  - Centrex (CRS)                       Resale Pvt. Line (RPL)               Hunt Group (HGI)               Loop Service (LS)
  - Centrex Split (CRSS)               Port Service (PS)                       Number Port (NP)               Loop Service w/NP (LSNP)
  - Frame Relay (RFR)               DID Resale (DRS)                       Directory Listings (DL)
  - Other \_\_\_\_\_

- LSR Activity**
- N - New                       C - Change                       D - Disconnect                       T - Outside Move
  - M - Inside Move               Y - Deny                       L - Seasonal Suspend               W - Conversion As Is
  - B - Restore                       R - Record                       Z - Conv as Spec/No DL               V - Conversion As Spec
  - Other \_\_\_\_\_

- Pre-Order**
- Address Validation       CSR                       TN Reservation                       Loop Qual
  - Facility Avail.               Service Avail.               CFA Validation                       Appointment Scheduler
  - Raw Loop Data               DLR                       Meet Point                       Listing Reconciliation
  - Cancel                       Other \_\_\_\_\_

- Post-Order**
- Local Response               Completion                       PSON                       Billing Completion
  - Status Updates.               Status Inquiry                       LSR Notice Inquiry               LSR Status Inquiry
  - DSRED                       Batch Hot Cut                       Provider Notification               Other \_\_\_\_\_

OSS Interfaces Impacted: Please click all appropriate boxes.

- CEMR                       IMA EDI                       MEDIACC                       QORA
- EXACT                       IMA GUI                       Product Database               Wholesale Billing Interface
- Directory Listing               HEET                       SATE                       Other \_\_\_\_\_

.000277

## 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](mailto: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.

### Expected Deliverables/Proposed Implementation Date (if applicable)

- Enter the desired outcome required (e.g. revised process, clarification, improved communication, etc.) and the desired date for completion. The specific deliverables Qwest must produce in order to close the CR. The originator should provide as much detail as possible.

### Products Impacted – Optional

- To the extent known, check the applicable products that are impacted by the CR.

### Area Impacted – Optional

- To the extent known, check the applicable process areas that are impacted by the CR.

### OSS Interfaces Impacted – Optional

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- To the extent known, check the applicable systems that are impacted by the CR.

Qwest's CMP Manager will complete the remainder of the Form.

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**APPENDIX E: SPECIAL CHANGE REQUEST PROCESS (SCRP) REQUEST FORM**

**SAMPLE**

**Qwest Wholesale Change Management Process (CMP)**

**Special Change Request Process (SCRP) Form**

In the event that a systems CMP CR is not ranked high enough in prioritization for inclusion in the next Release, or as otherwise provided in the Qwest Wholesale CMP, the CR originator may elect to invoke the CMP Special Change Request Process (SCRP) as described Section 10.3 of the Qwest Wholesale Change Management Document.

The SCRCP may be requested up to five (5) calendar days after prioritization results are posted. However, the SCRCP 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 (SCRCP). 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](mailto:cmpesc@qwest.com). All applicable sections must be completed before Qwest can begin processing your request.

Requested By Name: \_\_\_\_\_ Email Address: \_\_\_\_\_

Company Name: \_\_\_\_\_

Address: \_\_\_\_\_

**Primary Technical Contact**

Name: \_\_\_\_\_ Email Address: \_\_\_\_\_

Telephone Number: \_\_\_\_\_ Fax Number: \_\_\_\_\_

**Primary Billing Contact**

Name: \_\_\_\_\_ Email Address: \_\_\_\_\_

Telephone Number: \_\_\_\_\_ Fax Number: \_\_\_\_\_

Date of Request: \_\_\_\_\_

Date Received: \_\_\_\_\_ (Completed by Qwest CMP Manager)

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

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2. Provide reason for invoking the SCRP.

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3. Provide proposed release to include CR in or proposed implementation date.

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4. Provide any additional information that you feel would assist Qwest in preparing the SCRP quote.

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5. List contact information for any other companies joining in the SCRP.

Company Name: \_\_\_\_\_

Contact Name: \_\_\_\_\_ Email Address: \_\_\_\_\_

Telephone Number: \_\_\_\_\_ Fax Number: \_\_\_\_\_

Company Name: \_\_\_\_\_

Contact Name: \_\_\_\_\_ Email Address: \_\_\_\_\_

Telephone Number: \_\_\_\_\_ Fax Number: \_\_\_\_\_

6. List additional contacts, such as technical personnel, who may help us during the evaluation of this request.

Contact Name: \_\_\_\_\_ Email Address: \_\_\_\_\_

Telephone Number: \_\_\_\_\_ Fax Number: \_\_\_\_\_

Contact Name: \_\_\_\_\_ Email Address: \_\_\_\_\_

Telephone Number: \_\_\_\_\_ Fax Number: \_\_\_\_\_

**Please submit this form to Qwest in the following manner:**

Send an e-mail to the Qwest CMP SCRP mailbox ([cmpesc@qwest.com](mailto:cmpesc@qwest.com)). The subject line of the e-mail message must include:

- "SCRP FORM"

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- CR number and title
- CR originator's company name

The text of the e-mail message must include:

- Description of the CR
- A completed 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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**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><b>Design:</b> 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><b>Development:</b> 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><b>Notification:</b> The act or an instance of providing information. Various specific notifications are documented throughout this CMP. Notifications apply to both Systems and Product &amp; Process changes</p> <p><b>Testing:</b> 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><b>Implementation:</b> 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><b>Disposition:</b> A final settlement as to the treatment of a particular Change Request.</p>
Good Faith	"Good faith" means honesty in fact and the observance of reasonable commercial standards of fair dealing.
History Log	A History Log documents the changes to a specific document. The log will contain the document name and, for each change, the document version number, change effective date, description of change, affected section name and number, reason for change, and any related CR or notification number.
Level of Effort	Estimated range of hours required to implement a Change

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Term	Definition
	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.
OSS Interface Application to Application Testing <ul style="list-style-type: none"> <li>• Controlled Production Testing</li> <li>• Initial Implementation Testing</li> <li>• Migration Testing</li> <li>• Regression Testing</li> </ul>	<p>Controlled Production Testing: Controlled Production process is designed to validate CLEC ability to transmit transactions that meet industry standards and comply with Qwest business rules. Controlled Production consists of submitting requests to the Qwest production environment for provisioning as production orders with limited volumes. Qwest and CLEC use Controlled Production results to determine operational readiness for full production turn-up.</p> <p>Initial Implementation Testing: This type of application-to-application testing allows a CLEC to validate its technical development of an OSS Interface before turn-up in production of new transactions or significantly changed capabilities.</p> <p>Migration Testing: Process to test in the Customer Testing Environment a subsequent application-to-application Release from a previous Release. This type of testing allows a CLEC to move from one Release to a subsequent Release of a specific OSS Interface.</p> <p>Regression Testing: Process to test, in the Customer Test Environment, OSS Interfaces, business process or other related interactions. Regression Testing is primarily for use with 'no intent' toward meeting any Qwest entry or exit criteria within an implementation process. Regression Testing includes testing transactions previously tested, or certified.</p>
Release <ul style="list-style-type: none"> <li>• Major Release</li> <li>• Point Release</li> <li>• Patch Release</li> </ul>	<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"> <li>• 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).</li> <li>• 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</li> </ul>

Term	Definition
	enhancements to IMA disclosed in a Major Release that could not be delivered in the timeframe of the Major Release. <ul style="list-style-type: none"> <li>• 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.</li> </ul>
Release Notification	A notification distributed by Qwest through the Mailout tool to provide the information required by the following sections of this CMP: 7.0 - Introduction of a New OSS Interface, 8.0 - Change to Existing OSS Interfaces and 9.0 - Retirement of Existing OSS Interfaces.
Release Production Date	The Release Production Date is the date that a software Release is first available to the CLECs for issuance of production transactions.
Software Defects	A problem with system software that is not working according to the Technical Specifications and is causing detrimental impacts to the users.
Stand-alone Testing Environment (SATE)	A Stand-Alone Testing Environment is a test environment that can be used by CLECs for Initial Implementation Testing, Migration Testing and Regression Testing. SATE takes CLEC pre-order and order transaction requests, passes the requests to the stand-alone database, and returns responses to the CLEC user. SATE uses pre-defined test account data and requests that are subject to the same BPL IMA/EDI edits as those used in production. The SATE is intended to mirror the production environment (including simulation of all legacy systems). SATE is part of the Customer Test Environment.
Sub-systems	A collection of tightly coupled software modules that is responsible for performing one or more specific functions in an OSS Interface.
Subject Matter Expert (SME)	An individual responsible for products, processes or systems identified or potentially affected by the CLEC or Qwest request. When attending a CMP meeting, a SME will either answer specific questions about the request or take action items to answer promptly specific questions.
Technical Specifications	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: <ul style="list-style-type: none"> <li>• 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</li> </ul>

# Qwest Wholesale Change Manager

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Term	Definition
	<p>examples, data dictionary</p> <p>Technical Specification Appendices for IMA include:</p> <ul style="list-style-type: none"><li>• Developer Worksheets</li><li>• IMA Additional Edits (edits from backend OSS Interfaces)</li><li>• Developer Worksheets Change Summary (field by field, Release by Release changes)</li><li>• EDI Mapping and Code Conversion Changes (Release by Release changes)</li><li>• Facility Based Directory Listings</li><li>• Generic Order Flow Business Model</li></ul> <p>The above list may vary for non-IMA application to application interfaces</p>
Version	A version is the same as an OSS Interface Release (Major or Point Release)

**ATTACHMENT B**

**Documented Facts**

#	Fact	Documentation
1	Qwest previously expedited orders for unbundled loops on an expedited basis for Eschelon	Answer, Page 9 ¶ 14 Lines 24-25
2	McLeod submitted Escalation #39 PROS.09.12.05.F.03242. Expedites_Escalations_V27.	<p>Document 000118</p> <p>McLeod stated: "2w/4w analog loops are no longer an exception in the Pre-Approved Expedite process. Thus Qwest will begin charging \$200 per circuit per day expedite fee instead of following the existing process of approving expedites based upon the Expedites Requiring Approval process.</p> <p>History of Item:</p> <p>McLeodUSA was not even aware this issue was on table for discussion.</p> <p>Reason for Escalation / Dispute:</p> <p>McLeodUSA wants 2w/4w loops to remain in the Expedites Requiring Approval process and thus incur no charges for an approved expedite.</p> <p>Business Need and Impact:</p> <p>Makes it almost impossible for McLeodUSA to expedite with such a high charge for just 2w/4w loop service.</p> <p>Desired CLEC Resolution:</p> <p>McLeodUSA wants 2w/4w loops to remain in the Expedites Requiring Approval process and thus incur no charges for an approved expedite."</p> <p><a href="http://www.qwest.com/wholesale/downloads/2005/051028/Escalation_39_McLeod_PROS_09_12_05_F_0342_Expedites_Escalations_V27.doc">http://www.qwest.com/wholesale/downloads/2005/051028/Escalation_39_McLeod_PROS_09_12_05_F_0342_Expedites_Escalations_V27.doc</a></p>
3	Eschelon joined McLeod's Eschelon #39 PROS.09.12.05.F.03242. Expedites_Escalations_V27.	<p>Document 000120:</p> <p>Qwest (Jill Martian) stated: "Qwest does not formally post the escalation participants on the external web; however, we do show that Eschelon did join the escalation."</p>

4	<p>Qwest included CLEC escalation participants, including Eschelon, Covad, Velocity, AT&amp;T, ELL, and VCI, in Qwest's response to Escalation #39 PROS.09.12.05.F.03242. Expedites_Escalations_V27.</p>	<p>Document 000120-121  Qwest Cynthia Harlan Email Dated November 7, 2005 10:45 AM  To: <a href="mailto:lhankins@covad.com">lhankins@covad.com</a>; <a href="mailto:Jim.hickle@velocitytelephone.com">Jim.hickle@velocitytelephone.com</a>; Johnson, Bonnie J [Eschelon]; Van Meter, Sharon K NEO [AT&amp;T]; <a href="mailto:lynn_kellas@eli.net">lynn_kellas@eli.net</a>; <a href="mailto:amandas@vcicompany.com">amandas@vcicompany.com</a>  Subject: Escalation Response posted to web  “During the October 19 CMP meeting, the CLEC community request that Qwest update the Escalation process to inform the CLECs that chosen to participate in the Escalation that the Escalation Response has been posted to the Qwest web site. In the spirit of the conversation at the October CMP meeting, this email is to advise the participants of Escalation #39 that Qwest has posted the Escalation Responses at the following url:  <a href="http://www.qwest.com/wholesale/cmp/escalations.html">http://www.qwest.com/wholesale/cmp/escalations.html</a>  In addition, Qwest has submitted a CR to change the Escalation Process. This CR is on the agenda for the November CMP meeting  Thank you,  Cindy Harlan”</p>
5	<p>Eschelon requested a CMP ad hoc call to discuss Qwest notice PROS.10.19.05.F.03380. ExpeditesEscalations V30</p>	<p>Document 000117  Eschelon (Kimberly Isaacs) email dated 10/21/05  Eschelon stated: “Eschelon is requesting an ad-hoc call with Qwest and the CLEC community to discuss notice PROS.10.19.05.F.03380.ExpeditesEscalationsV30.”  Document 001668-001669  Qwest Notice: CMPR.10.25.05.F.03414.Ad_Hoc_Meeting_11-1-05</p>
6	<p>Qwest scheduled an ad hoc call to discuss Qwest notice PROS.10.19.05.F.03380. ExpeditesEscalations V30</p>	<p>Subject: CMP- Ad Hoc Meeting Scheduled November 1, 2005 to discuss PROS.10.19.05.F.03380.ExpeditesEscalationsV30  <a href="http://www.qwest.com/wholesale/cnla/uploads/CMPR%2E10%2E25%2E05%2EF%2E03414%2EAd%5FHoc%5FMeeting%5F11%2D1%2D05%2Edoc">http://www.qwest.com/wholesale/cnla/uploads/CMPR%2E10%2E25%2E05%2EF%2E03414%2EAd%5FHoc%5FMeeting%5F11%2D1%2D05%2Edoc</a></p>

7	<p>Eschelon followed the CMP comment process and submitted comments on November 11, 2005 regarding Qwest's CMP notice  PROS.10.19.05.F.03380.ExpeditesEscalatio  nsV30</p>	<p>Documents 000124 - 000126  <a href="http://www.qwest.com/wholesale/downloads/2005/051118/PROS.11.18.05.F.03492.FNL_Exp-EscalationsV30Qwest%20Response.doc">http://www.qwest.com/wholesale/downloads/2005/051118/PROS.11.18.05.F.03492.FNL_Exp-EscalationsV30Qwest%20Response.doc</a></p>
8	<p>Multiple CLECs submitted CMP comments regarding PROS.10.19.05.F.03380. Expedites EscalationsV30.</p>	<p>Document 000122-000128  <a href="http://www.qwest.com/wholesale/downloads/2005/051118/PROS.11.18.05.F.03492.FNL_Exp-EscalationsV30Qwest%20Response.doc">http://www.qwest.com/wholesale/downloads/2005/051118/PROS.11.18.05.F.03492.FNL_Exp-EscalationsV30Qwest%20Response.doc</a></p>
9	<p>Three of five CLECs (including Eschelon) providing comments on notice PROS.10.19.05.F.03380. Expedites EscalationsV30; in CMP referred to discrimination and/or a competitive disadvantage.</p>	<p>Document 000122-000128  Eschelon stated: "The change Qwest is proposing is discriminatory to CLECs and their customers"  McLeod stated: "Qwest's removal of the 2w/4w analog loop exception from the Expedites Requiring Approval process places CLECs at a competitive disadvantage"  PriorityOne Telecommunications, Inc stated. "PriorityOne Telecommunications, Inc. objects to Qwest's proposed changes due to feeling that it is discriminatory to CLEC's and CLEC customers"  <a href="http://www.qwest.com/wholesale/downloads/2005/051118/PROS.11.18.05.F.03492.FNL_Exp-EscalationsV30Qwest%20Response.doc">http://www.qwest.com/wholesale/downloads/2005/051118/PROS.11.18.05.F.03492.FNL_Exp-EscalationsV30Qwest%20Response.doc</a></p>
10	<p>Integra said in its comments that "Integra objects to Qwest proposed change to remove the existing approval required expedite process for designed products. When Integra signed the Qwest Expedite Amendment we were not advised that by signing the amendment it would change the current Expedites Requiring Approval process. We signed the amendment believing that this would ADD to our options of having an order completed outside the standard interval. When Integra signed the amendment UBL DS0 loops</p>	<p>Document 000122-000128  <a href="http://www.qwest.com/wholesale/downloads/2005/051118/PROS.11.18.05.F.03492.FNL_Exp-EscalationsV30Qwest%20Response.doc">http://www.qwest.com/wholesale/downloads/2005/051118/PROS.11.18.05.F.03492.FNL_Exp-EscalationsV30Qwest%20Response.doc</a></p>

	<p>were not included as a product on the list of products in the "Pre-Approved Expedites" list. When the UBL DS0 was added to this list Integra did not comment as at that time we still believed the Expedites Requiring Approval process was in place for our use."</p>	
<p>11</p>	<p>Qwest provided a binding response in CMP by email on November 7, 2005 (dated November 4, 2005) to the McLeod escalation</p>	<p>Document 000129  Qwest stated: "This letter is Qwest's binding response to your October 27, 2005 escalation regarding PROS.09.12.05.F.03242.Expedites_Escalations_V27, which changed the expedite process to include 2w/4w analog loops." <a href="http://www.qwest.com/wholesale/downloads/2005/051104/Qwest_Response_to_Escalation_39_McLeodUSA.doc">http://www.qwest.com/wholesale/downloads/2005/051104/Qwest_Response_to_Escalation_39_McLeodUSA.doc</a></p>
<p>12</p>	<p>In Qwest's binding response in CM binding response email on November 7, 2005 to the McLeod escalation, Qwest stated: "rates associated with an Interconnection Agreement are outside the scope of the CMP process."</p>	<p>Document 000129  <a href="http://www.qwest.com/wholesale/downloads/2005/051104/Qwest_Response_to_Escalation_39_McLeodUSA.doc">http://www.qwest.com/wholesale/downloads/2005/051104/Qwest_Response_to_Escalation_39_McLeodUSA.doc</a></p>
<p>13</p>	<p>Eschelon (Danny de Hoyos, Vice President, Customer Service and Product Delivery), in a letter dated March 21, 2006 to Qwest (Kenneth Beck, Regional Vice President; Director – Interconnection Compliance; General Counsel, Law Department), cited the dispute resolution provisions of the Qwest-Eschelon ICA (Part A, §27).</p>	<p>Document 000130  Eschelon (Danny de Hoyos, Vice President, Customer Service and Product Delivery), in a letter dated April 3, 2006 to Qwest (Kenneth Beck, Regional Vice President; Director – Interconnection Compliance; General Counsel, Law Department) stated: "If Eschelon and Qwest are unable to agree on a resolution, Eschelon reserves its right to as the Arizona Commission to arbitrate the dispute pursuant to Section 27.2 of Part A of the Arizona ICA:</p>

<p>14</p>	<p>Eschelon challenged the expedite provision using the CMP dispute resolution process</p>	<p>Document 000120  Joint McLeod-Eschelon Escalation #39 Re.  PROS.09.12.05.F.03242.Expedites_Escalations_V27 – Denied by Qwest 11/4/05: Qwest (Jill Martian) response: “Qwest does not formally post the escalation participants on the external web; however, we do show that Eschelon did join the escalation”</p> <p>Document 000124-000126  In Eschelon’s comments on notice  PROS.10.19.05.F.03380.Expedites_EscalationsV30 submitted on November 11,2005, Eschelon stated:  “Eschelon 11/3/05 objections to PROS.10.19.05.F.03380.Expedites EscalationsV30.”  <a href="http://www.qwest.com/wholesale/downloads/2005/051118/PROS.1.18.05.F.03492.FNL_Exp_EscalationsV30Qwest%20Response.doc">http://www.qwest.com/wholesale/downloads/2005/051118/PROS.1.18.05.F.03492.FNL_Exp_EscalationsV30Qwest%20Response.doc</a></p>
<p>15</p>	<p>The CMP notifications for Versions 11, 22, 27, and 30 of the Expedites and Escalations Overview PC:AT were “process” notifications and none of these Versions were noticed as “system” changes.</p>	<p>Document Nos.000066, 000078, 000090, 000105  PROS.07.15.04.F.01882.FNL_ReissueExpeditesV11  <a href="http://www.qwest.com/wholesale/cnla/uploads/PROS%2E06%2E15%2E04%2EF%2E01792%2EExpeditesV11%2Edoc">http://www.qwest.com/wholesale/cnla/uploads/PROS%2E06%2E15%2E04%2EF%2E01792%2EExpeditesV11%2Edoc</a>  PROS.06.01.05.F.02971.Final_Expedites_Escal_V22  <a href="http://www.qwest.com/wholesale/cnla/uploads/PROS%2E06%2E01%2E05%2EF%2E02971%2EFinal%5FExpedites%5FEscal%5FV22%2Edoc">http://www.qwest.com/wholesale/cnla/uploads/PROS%2E06%2E01%2E05%2EF%2E02971%2EFinal%5FExpedites%5FEscal%5FV22%2Edoc</a></p> <p>PROS.09.12.05.F.03242.Expedites_Escalations_V27  <a href="http://www.qwest.com/wholesale/cnla/uploads/PROS%2E09%2E12%2E05%2EF%2E03242%2EExpedites%5FEscalations%5FV27%2Edoc">http://www.qwest.com/wholesale/cnla/uploads/PROS%2E09%2E12%2E05%2EF%2E03242%2EExpedites%5FEscalations%5FV27%2Edoc</a></p> <p>PROS.11.18.05.F.03492.FNL_Exp-EscalationsV30  <a href="http://www.qwest.com/wholesale/cnla/uploads/PROS%2E11%2E18%2E05%2EF%2E03492%2EFNL%5FExp%2DEscalationsV30%2Edoc">http://www.qwest.com/wholesale/cnla/uploads/PROS%2E11%2E18%2E05%2EF%2E03492%2EFNL%5FExp%2DEscalationsV30%2Edoc</a></p>

<p>16</p>	<p>For product and process changes in CMP, while votes may be taken as to certain CMP procedural issues in the course of considering the change, no vote is taken in CMP as to whether a particular product or process change requested by a CLEC or Qwest should be granted or denied.</p>	<p>Document Nos. 000159-000287</p> <p>The CLEC Originated Product/Process Change Request Process states: "Qwest will develop a draft response based on the discussion from the Monthly CMP Product/Process Meeting. Qwest's response will be:</p> <ul style="list-style-type: none"> <li>• "Accepted" (Qwest will implement the CLEC request) with position stated, or</li> <li>• "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:</li> </ul> <p>Technologically not feasible—a technical solution is not available</p> <p>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)</p> <p>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</p> <p>Economically not feasible—low demand, cost prohibitive to implement the request, or both</p> <p>The requested change does not result in a reasonably demonstrable business benefit (to Qwest or the requesting CLEC) or customer service improvement</p> <p>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. SCRPs may be invoked if a CR was denied due to Economically not feasible.</p> <p><b>Qwest Originated Product/Process Changes</b></p>
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		<p>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 supersede 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.</p> <p><a href="http://www.qwest.com/wholesale/downloads/2006/060130/Toc22021536">http://www.qwest.com/wholesale/downloads/2006/060130/Toc22021536</a></p>
17	<p>Eschelon told Qwest in writing that it will pay charges for expedites pursuant to the ICA without amendment, including hourly and dispatch charges, in addition for the installation charge for the order requesting the expedite.</p>	<p>Document 000137-000139</p> <p>Eschelon (Danny de Hoyos, Vice President, Customer Service and Product Delivery), in a letter dated April 3, 2006 to Qwest (Kenneth Beck, Regional Vice President; Director – Interconnection Compliance; General Counsel, Law Department), indicated in the subject line that the letter was regarding: “Escalation and Request for Dispute Resolution pursuant to the Interconnection Agreements; LSR #17114755 (#D49232945); LSR #17192206 (#N49828418; PON #AZ657718T1FAC); ASR #0607700072 (#C50456587; PON # AZ657718T1FAC) stated: “Eschelon said it was willing to pay maintenance and repair charges pursuant to the interconnection agreements (including those approved by the state commissions, which Qwest already routinely charges Eschelon for other types of repairs) to re-establish service.”</p>

18	<p>When an unbundled loop is installed and then an expedited order is needed several months later (e.g., to correct a later disconnect in error of that loop) Qwest charges the Commission approved non-recurring charge (NRC) for the later installation of the unbundled loop (e.g., \$87.93 for DS1 capable loop without testing in Arizona) to restore service (e.g., to correct the later disconnect in error of that loop), even if the facilities remain in place and no premise dispatch is required.</p>	<p>Document 001674-001675</p> <p>Qwest expedite amendment, Exhibit A (\$200 per day expedited rate) &amp; Qwest SGAT, Exhibit A, Section 9.2.5.1.1 (\$87.93 rate &amp; footnote A. In Footnote A of Exhibit A to the SGAT, Qwest recognizes that the rate is Commission approved.</p>
19	<p>Qwest charges the rate in its expedite amendment (e.g., \$200 per day expedited, which is \$1,000 for a 5-day expedite) if the CLEC has signed the expedite amendment.</p>	<p>The Qwest Expedites for Design Services Exhibit A states:  “Expedite for Design Services - Per Order Per Day Event – Non-Recurring \$200.00  <a href="http://www.qwest.com/wholesale/downloads/2005/050707/QPP-Expedite-for-Design-Services-Exhibit-A-6-29-05.xls">http://www.qwest.com/wholesale/downloads/2005/050707/QPP-Expedite-for-Design-Services-Exhibit-A-6-29-05.xls</a></p>
20	<p>The Arizona Corporation Commission authorized Eschelon to provide competitive facilities-based and resold local exchange and interexchange telecommunications services in Arizona.</p>	<p>Document 000373</p>
21	<p>A mutually agreed upon process for expedites requiring approval was in place, including for unbundled loops, before Qwest documented it on its website through CMP Qwest issued an expedites and escalations product notification (Version 1) when documenting the process on its</p>	<p>Document 000022-000025</p> <p>Qwest Notice: PROD.09.20.01.F.00087.F.BFR SR. POA LOA.  Expedites stated:  “The new Expedite and Escalation Overview will be posted to the Wholesale Markets Web page at the following URL:  <a href="http://www.qwest.com/wholesale/clecs/exescoper.html">http://www.qwest.com/wholesale/clecs/exescoper.html</a>.</p>

	<p>website in which Qwest said that "these updates reflect current practice."</p>	<p>All updates are consistent with the information available in the Statement of Generally Available Terms (SGAT) URL <a href="http://www.qwest.com/about/policy/sgats/">http://www.qwest.com/about/policy/sgats/</a>"</p> <p><a href="http://www.qwest.com/wholesale/cnla/uploads/PROD%2E09%2E20%2E01%2EF%2E00087%2EF%2EBFRSR%2Edoc">http://www.qwest.com/wholesale/cnla/uploads/PROD%2E09%2E20%2E01%2EF%2E00087%2EF%2EBFRSR%2Edoc</a></p>
<p>22</p>	<p>May 12, 2004, Qwest told CLECs that: "If a CLEC chooses not to amend their Interconnection Agreement, the current expedite criteria and process will be used."</p>	<p>Document 000006  <a href="http://www.qwest.com/wholesale/cmp/archive/CR_PC021904-1.htm">http://www.qwest.com/wholesale/cmp/archive/CR_PC021904-1.htm</a></p>
<p>23</p>	<p>July 15, 2004, Qwest told CLECs that: "If a CLEC chooses not to sign the amendment and pay the approved rates, this will not impact resources. For Qwest's Retail and Access customers, they are bound by the terms established in the tariffs (which have been or are in the process of being filed). Qwest did not want to shut the door for its Interconnect customers because of existing contractual obligations, so is offering those customers two options: 1) To be able to expedite without reason for a per-day improved rate, like the Retail and Access customer, or 2) Continue with the existing process that is in place. Qwest is providing the Interconnect customers an additional option. If the CLEC chooses option 2, and the expedite reason is for one of those listed in the PCAT, they are given the same opportunity at having the due date requested. This comment is accepted."</p>	<p>Document 000006  <a href="http://www.qwest.com/wholesale/downloads/2004/040715/DNLD_QwestResponse_Exp_Escl_V11.doc">http://www.qwest.com/wholesale/downloads/2004/040715/DNLD_QwestResponse_Exp_Escl_V11.doc</a></p>

24	<p>June 29, 2004, Qwest told CLECs that: "Qwest is modifying/changing the existing manual Expedite process to incorporate two processes. These are described as Pre-Approved and Expedites Requiring Approval."</p>	<p>Document 000006 – 000007  Qwest sent PROS.06.15.04.F.01792.ExpeditesV11 for review and comments.  <a href="http://www.qwest.com/wholesale/cnla/uploads/PROS%2E06%2E15%2E04%2EF%2E01792%2EExpeditesV11%2Edoc">http://www.qwest.com/wholesale/cnla/uploads/PROS%2E06%2E15%2E04%2EF%2E01792%2EExpeditesV11%2Edoc</a></p>
25	<p>After Qwest issued Version 30 of the Expedites and Escalations Overview PCAT, the Expedites Requiring Approval process remained in place at Qwest, but Qwest removed certain products (including unbundled loops) from the list of products to which Qwest said the Expedites Requiring Approval process applied.</p>	<p>Document. 000107-000115  The Qwest Expedites and Escalations Overview V30.0 stated: "Requesting an expedite follows one of two processes, depending on the product being requested. If the request being expedited is for a product contained in the "Pre-Approved Expedites" section below, your ICA must contain language supporting expedited requests with a "per day" expedite rate. If the request being expedited is for a product that is not on the defined list, then the expedited request follows the process defined in the "Expedites Requiring Approval" section below."  <a href="http://www.qwest.com/wholesale/downloads/2005/051018/PCAT_ExpEscl_V30.doc">http://www.qwest.com/wholesale/downloads/2005/051018/PCAT_ExpEscl_V30.doc</a></p>
26	<p>Qwest describes its expedites and escalations "local business procedures" in the Qwest "Expedites and Escalations Overview – V40.0," which is available on the web</p>	<p>Document 001645 - 001654  <a href="http://www.qwest.com/wholesale/clecs/exesclover.html">http://www.qwest.com/wholesale/clecs/exesclover.html</a>;</p>
27	<p>Requesting an expedite "follows one of two processes"</p>	<p>Document 001645  The Qwest Expedites and Escalations Overview – V40.0 states: "Requesting an expedite follows one of two processes, depending on the product being requested. If the request being expedited is for a product contained in the "Pre-Approved Expedites" section below, your ICA must contain language supporting expedited requests with a "per day" expedite rate. If the request being expedited is for a</p>

<p>product that is not on the defined list, then the expedited request follows the process defined in the "Expedites Requiring Approval" section below."  <a href="http://www.qwest.com/wholesale/clecs/exescover.html">http://www.qwest.com/wholesale/clecs/exescover.html</a>;</p>		
<p>Document 001645  The Qwest Expedites and Escalations Overview – V40.0 states: "For products not listed in the Pre-Approved Expedite section below, (non-designed products such as POTS, Centrex or DSL service) the following expedite process applies."  <a href="http://www.qwest.com/wholesale/clecs/exescover.html">http://www.qwest.com/wholesale/clecs/exescover.html</a>;</p>	<p>One of the processes for requesting an expedite is the Expedites Requiring Approval" process and the Expedites Requiring Approval process still exists</p>	<p>28</p>
<p>Document 001645  The Qwest Expedites and Escalations Overview – V40.0 states: "Expedite charges are not applicable with the Expedites Requiring Approval process"  <a href="http://www.qwest.com/wholesale/clecs/exescover.html">http://www.qwest.com/wholesale/clecs/exescover.html</a>;</p>	<p>Expedite charges are not applicable with the Expedites Requiring Approval process."</p>	<p>29</p>
<p>Document. 001646  <a href="http://www.qwest.com/wholesale/clecs/exescover.html">http://www.qwest.com/wholesale/clecs/exescover.html</a>;</p>	<p>Following is a list of conditions where an expedite is granted" under the "Expedites Requiring Approval" process:  "Fire  Flood  Medical emergency  National emergency  Conditions where your end-user is completely out of service (primary line)  Disconnect in error by Qwest  Requested service necessary for</p>	<p>30</p>

<p>31</p>	<p>your end-user's grand opening event delayed for facilities or equipment reasons with a future RFS date</p> <p>Delayed orders with a future RFS date that meet any of the above described conditions</p> <p>National Security</p> <p>Business Classes of Service unable to dial 911 due to previous order activity</p> <p>Business Classes of Service where hunting, call forwarding or voice mail features are not working correctly due to previous order activity where the end-users business is being critically affected,</p>	
	<p>In Qwest Expedites Requiring Approval process there are two options to request an expedite on a Local Service Request (LSR)</p>	<p>Document 001646</p> <p>The Qwest Expedites and Escalations Overview – V40.0 states:        To request an expedite on a Local Service Request (LSR) you can either:</p> <ul style="list-style-type: none"> <li>• Submit the request with your expedited due date and populate the EXP field. Also include in REMARKS the reason for the expedited request and then call the Qwest Call Center.</li> <li>• Submit the request with a due date interval from our <u>SIG</u> or your ICA and then call the Qwest Call Center.</li> </ul>

32	<p>The Qwest Call Center and its telephone number of 1-866-434-2555 used to request an expedite under the Qwest Expedites Requiring Approval process is the same Qwest Call Center and telephone number that is used generally for other LSR Tier 1 escalations; (b) the next escalation level is Tier 2; and (c) the next escalation level is Tier 3, which is the Qwest Service Manager assigned to that CLEC's account.</p>	<p>In both scenarios, a call to the Qwest Call Center is required on 1-866-434-2555 to process the expedited request.</p> <p><a href="http://www.qwest.com/wholesale/clecs/exescoper.html">http://www.qwest.com/wholesale/clecs/exescoper.html</a>;  Document. 001646 &amp; 001653-001654  The Qwest Expedites and Escalations Overview – V40.0 states:  Expedites and Escalations</p> <ul style="list-style-type: none"> <li>• Local Service Requests (LSRs)</li> </ul> <p><b>Wholesale Center</b>  Tier 1  Customer Service Inquiry and Education Center (CSIE)  First point of contact for CLECs  866-434-2555  Tier 2  Subject Matter Expert (SME), Team Leaders, Team Coaches  Respond to issues not resolved at Tier 1  800-366-9974  Tier 3  Appropriate Qwest Service Manager  Respond to issues not resolved at Tier 2  <u>Service Manager</u></p>
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Arizona Corporation Commission  
Docket No. T-0105B-06-0257  
Docket No. T-03406A-06-0257  
Eschelon Telecom of Arizona, Inc.  
Direct Testimony of Bonnie J. Johnson  
Exhibit BJJ - B  
July 13, 2006

**Announcement Date:** October 25, 2005  
**Effective Date:** October 25, 2005  
**Document Number:** CMPR.10.25.05.F.03414.Ad\_Hoc\_Meeting\_11-1-05  
**Notification Category:** Change Management Notification  
**Target Audience:** CLECs, Resellers  
**Subject:** CMP- Ad Hoc Meeting Scheduled November 1, 2005 to discuss PROS.10.19.05.F.03380.ExpeditesEscalationsV30

Pursuant to Section 3.0 of the Qwest Wholesale Change Management Process Document, <http://www.qwest.com/wholesale/cmp/whaticmp.html>, the purpose of this notification is to alert the CMP community that Qwest will hold an ad hoc meeting to address the following issue.

Eschelon has requested that Qwest discuss the differences between the existing process and the proposed change as noticed on PROS.19.05.F.03380.ExpeditesEscalations V30.

This meeting was previously scheduled for Friday, October 28, 2005. It has now been rescheduled Tuesday, November 1, 2005. See below.

Logistics for the Ad Hoc meeting:

- **Date:** Tuesday, November 1, 2005
- **Time:** 8:00 – 9:00 a.m. MT
- **Conference Bridge Information:** Number: 1-877-552-8688, Passcode: 7146042#

**Primary contact information:** Cindy Harlan at [Cynthia.harlan@qwest.com](mailto:Cynthia.harlan@qwest.com) 303-382-5765

Sincerely

Qwest Corporation

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>

Arizona Corporation Commission  
Docket No. T-0105B-06-0257  
Docket No. T-03406A-06-0257  
Eschelon Telecom of Arizona, Inc.  
Direct Testimony of Bonnie J. Johnson  
Exhibit BJJ - B  
July 13, 2006

**Expedites for Design Services Amendment  
to the Master Services Agreement between  
Qwest Corporation and**

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Arizona Corporation Commission  
Docket No. T-0105B-06-0257  
Docket No. T-03406A-06-0257  
Eschelon Telecom of Arizona, Inc.  
Direct Testimony of Bonnie J. Johnson  
Exhibit BJJ - B  
July 13, 2006

This is an Amendment ("Amendment") for Expedites for Design Services to the Master Services Agreement between Qwest Corporation ("Qwest"), a Colorado corporation, and \_\_\_\_\_ ("CLEC"). CLEC and Qwest shall be known jointly as the "Parties".

**RECITALS**

WHEREAS, CLEC and Qwest entered into a Master Services Agreement which includes a Service Exhibit providing access to Qwest Platform Plus™ products (QPP™ - MSA) ("Agreement") for service in the state(s) of \_\_\_\_\_.

WHEREAS, CLEC wishes to purchase Expedites for Design Services in the following states:

AZ \_\_\_\_\_  
CO \_\_\_\_\_  
ID \_\_\_\_\_  
IA \_\_\_\_\_  
MN \_\_\_\_\_  
MT \_\_\_\_\_  
NE \_\_\_\_\_  
NM \_\_\_\_\_  
ND \_\_\_\_\_  
OR \_\_\_\_\_  
SD \_\_\_\_\_  
UT \_\_\_\_\_  
WA \_\_\_\_\_  
WY \_\_\_\_\_

WHEREAS, the Parties wish to amend the Agreement further under the terms and conditions contained herein.

**AGREEMENT**

NOW THEREFORE, in consideration of the mutual terms, covenants and conditions contained in this Amendment and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

**Amendment Terms**

The Agreement is hereby amended by adding terms, conditions and rates for Expedites for Design Services as set forth in Attachment 1 and Exhibit A, to this Amendment, attached hereto and incorporated herein by this reference.

**Effective Date**

This Amendment shall be deemed effective upon execution, upon the following conditions. CLEC must generate, if necessary, an updated Customer Questionnaire. In addition to the Questionnaire, all system updates will need to be completed by Qwest. CLEC will be notified when all system changes have been made. Actual order processing may begin once these requirements have been met. Additionally, Qwest shall implement any necessary billing changes within two (2) billing cycles after the latest execution date of this Amendment, with a true-up back to the latest execution date of this Amendment by the end of the second billing cycle. The Parties agree that so long as Qwest implements the billing changes and the true-up as set forth above, the CLEC's bills shall be deemed accurate and adjusted without error.

**Further Amendments**

Except as modified herein, the provisions of the Agreement shall remain in full force and effect.

The provisions of this Amendment, including the provisions of this sentence, may not be amended, modified or supplemented, and waivers or consents to departures from the

provisions of this Amendment may not be given without the written consent thereto by both Parties' authorized representative. No waiver by any Party of any default, misrepresentation, or breach of warranty or covenant hereunder, whether intentional or not, will be deemed to extend to any prior or subsequent default, misrepresentation, or breach of warranty or covenant hereunder or affect in any way any rights arising by virtue of any prior or subsequent such occurrence.

**Entire Agreement**

The Agreement as amended (including the documents referred to herein) constitutes

\_\_\_\_\_

Signature

\_\_\_\_\_  
Name Printed/Typed

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

the full and entire understanding and agreement between the Parties with regard to the subjects of the Agreement as amended and supersedes any prior understandings, agreements, or representations by or between the Parties, written or oral, to the extent they relate in any way to the subjects of the Agreement as amended.

The Parties intending to be legally bound have executed this Amendment as of the dates set forth below, in multiple counterparts, each of which is deemed an original, but all of which shall constitute one and the same instrument.

**Qwest Corporation**

\_\_\_\_\_  
Signature

L. T. Christensen  
Name Printed/Typed

Director  
Title

\_\_\_\_\_  
Date

Arizona Corporation Commission  
Docket No. T-0105B-06-0257  
Docket No. T-03406A-06-0257  
Eschelon Telecom of Arizona, Inc.  
Direct Testimony of Bonnie J. Johnson  
Exhibit BJJ - B  
July 13, 2006

## ATTACHMENT 1

### 1.0 Expedites for Design Services

based on the standard interval in the SIG, ICA, or ICB criteria.

### 1.1 Description

- 1.1.1 Expedites are requests for an improved standard interval that is shorter than the interval defined in Qwest's Service Interval Guide (SIG), Individual Case Basis (ICB) or committed to ICB (Ready for Service (RFS) + Interval) date.

### 1.4 Ordering Process

- 1.4.1 CLEC will request an expedite on a Local Service Request (LSR).
- 1.4.2 All requests must include an expedited Due Date, and Qwest will return an FOC acknowledging the expedited Due Date.

### 1.2 Terms and Conditions

- 1.2.1 When Qwest receives an LSR with the EXP populated and the DDD is less than the standard interval, Qwest will determine if the request is eligible for an expedite without a call from you. If the request meets the criteria for the Pre-Approved Expedite process, Qwest will process the request and return a FOC acknowledging the expedited due date. The appropriate expedite charge will be added to your service order.

- 1.2.2 If the request does not meet the criteria for the Pre-Approved Expedite process, the LSR will be processed under the guidelines for Expedites Requiring Approval as described in the PCAT.

- 1.2.3 The Pre-Approved expedite process is available in all states except WA for the products listed in the PCAT. It is not necessary to call Qwest to have the expedite approved.

### 1.3 Rate Elements

- 1.3.1 The expedite charge Identified in Exhibit A applies per order for every day that the due date interval is shortened,

**Exhibit A**

				Recurring	Non-Recurring
1.0		Expedite for Design Services	Per order, per day event		\$200.00

		Recurring	Recurring, per Mile	Non- Recurring	REC	REC per Mile	NRC
9.2.3.5	OC-n Capable Loop			See 9.2.7			
9.2.3.5.1	OC - 3	\$834.95			5		
9.2.3.5.2	OC - 12	\$1,268.67			5		
9.2.3.5.3	OC - 48	\$3,305.99			5		
9.2.3.6	2-Wire Extension Technology	\$4.06			A		
9.2.3.7	2-Wire Extension Technology - Unbundled Loop Grooming	\$0.37			5		
9.2.4	Loop Installation Charges for 2 and 4 wire analog, 2 and 4 wire non-loaded, ADSL Compatible, ISDN BRI Capable and xDSL - I Capable Loops where conditioning is not required. (Note: If conditioning is required, additional conditioning charges may apply as specified in Section 9.2.2.5 above).	See 9.2.1, 9.2.2, & 9.2.3.1					
9.2.4.1	Basic Installation						
9.2.4.1.1	First		\$53.86				A
9.2.4.1.2	Each Additional		\$46.40				A
9.2.4.2	Basic Installation with Performance Testing						
9.2.4.2.1	First		\$117.30				A
9.2.4.2.2	Each Additional		\$84.16				A
9.2.4.3	Coordinated Installation with Cooperative Testing / Project Coordinated Installation						
9.2.4.3.1	First		\$141.67				A
9.2.4.3.2	Each Additional		\$84.16				A
9.2.4.4	Coordinated Installation without Cooperative Testing / Project Coordinated Installation						
9.2.4.4.1	First		\$58.18				A
9.2.4.4.2	Each Additional		\$50.73				A
9.2.4.5	Basic Installation with Cooperative Testing						
9.2.4.5.1	First		\$117.30				A
9.2.4.5.2	Each Additional		\$84.16				A
9.2.5	DS1 Loop Installation Charges	See 9.2.3.3					
9.2.5.1	Basic Installation						
9.2.5.1.1	First		\$87.93				A
9.2.5.1.2	Each Additional		\$67.58				A
9.2.5.2	Basic Installation with Performance Testing						
9.2.5.2.1	First		\$169.69				A
9.2.5.2.2	Each Additional		\$124.27				A
9.2.5.3	Coordinated Installation with Cooperative Testing / Project Coordinated Installation						
9.2.5.3.1	First		\$194.07				A
9.2.5.3.2	Each Additional		\$124.27				A
9.2.5.4	Coordinated Installation without Cooperative Testing / Project Coordinated Installation						
9.2.5.4.1	First		\$93.49				A
9.2.5.4.2	Each Additional		\$73.14				A
9.2.5.5	Basic Installation with Cooperative Testing						
9.2.5.5.1	First Loop		\$169.69				A
9.2.5.5.2	Each Additional		\$124.27				A
9.2.6	DS3 Loop Installation Charges	See 9.2.3.4					
9.2.6.1	Basic Installation						
9.2.6.1.1	First		\$87.93				A
9.2.6.1.2	Each Additional		\$67.58				A
9.2.6.2	Basic Installation with Performance Testing						
9.2.6.2.1	First		\$169.69				A
9.2.6.2.2	Each Additional		\$124.27				A
9.2.6.3	Coordinated Installation with Cooperative Testing / Project Coordinated Installation						
9.2.6.3.1	First		\$194.07				A
9.2.6.3.2	Each Additional		\$124.27				A
9.2.6.4	Coordinated Installation without Cooperative Testing / Project Coordinated Installation						
9.2.6.4.1	First		\$93.49				A
9.2.6.4.2	Each Additional		\$73.14				A
9.2.6.5	Basic Installation With Cooperative Testing						
9.2.6.5.1	First		\$169.69				A
9.2.6.5.2	Each Additional		\$124.27				A
9.2.7	OC - 3, 12, 48 Loop Installation Charges	See 9.2.3.5					
9.2.7.1	Basic Installation						
9.2.7.1.1	First		\$87.93				A

Eschelon Telecom of Arizona, Inc.  
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		Recurring	Recurring, per Mile	Non- Recurring	REC	REC per Mile	NRC
10.5.2	Reload of Database, per Listing	\$0.02			2, 5		
10.5.3	Daily Updates, per Listing	\$0.025			2, 5		
10.5.4	One-time Set-Up Fee, per Hour			\$82.22			2, 5
10.5.5	Media Charges for File Delivery						
10.5.5.1	Electronic Transmission	\$0.00			2, 5		
10.5.5.2	Tapes (charges only apply if this is selected as the normal delivery medium for daily updates) (per tape)	\$30.00			2, 5		
10.5.5.3	Shipping Charges (for tape delivery)			ICB			5
10.6	<b>Toll and Assistance Operator Services, Facility Based Providers.</b>						
10.6.1	<b>Option A - Per Message</b>						
10.6.1.1	Operator Handled Calling Card	\$1.45			2, 5		
10.6.1.2	Machine Handled Calling Card	\$0.60			2, 5		
10.6.1.3	Station Call	\$1.50			2, 5		
10.6.1.4	Person Call	\$3.50			2, 5		
10.6.1.5	Connect to Directory Assistance	\$0.75			2, 5		
10.6.1.6	Busy Line Verify, per Call	\$0.72			2, 5		
10.6.1.7	Busy Line Interrupt	\$0.87			2, 5		
10.6.1.8	Operator Assistance, per Call	\$0.87			2, 5		
10.6.2	<b>Option B - Per Operator Work Second and Computer Handled Calls</b>						
10.6.2.1	Operator Handled, per Operator Work Second	\$0.181			2, 5		
10.6.2.2	Machine Handled, per Call	\$0.25			2, 5		
10.6.2.3	Call Branding, Set-Up & Recording			\$10,500.00			2, 5
10.6.2.4	Loading Brand/Per Switch			\$175.00			2, 5
10.7	<b>Access to Poles, Ducts, Conduits and Rights of Way</b>						
10.7.1	Pole Inquiry Fee, per Mile			\$317.28			2, 5
10.7.2	Innerduct Inquiry Fee, per Mile			\$381.38			2, 5
10.7.3	ROW Inquiry Fee			\$140.95			2, 5
10.7.4	ROW Document Preparation Fee			\$140.95			2, 5
10.7.5	Field Verification Fee, per Pole			\$35.24			2, 5
10.7.6	Field Verification Fee, per Manhole			\$140.95			2, 5
10.7.7	Planner Verification, per Manhole			\$15.72			2, 5
10.7.8	Manhole Verification Inspector per Manhole			\$281.90			2, 5
10.7.9	Manhole Make-Ready Inspector, per Manhole			\$422.85			2, 5
10.7.10	Intentionally Left Blank						
10.7.11	Pole Attachment Fee, per Foot, per Year						
10.7.11.1	Urban						
10.7.11.1.1	2004	\$3.23			4		
10.7.11.1.2	2005	\$3.47			4		
10.7.11.2	Non-Urban						
10.7.11.2.1	2004	\$4.64			4		
10.7.11.2.2	2005	\$5.23			4		
10.7.12	Innerduct Occupancy Fee, per Foot, per Year	\$0.36			4		
10.7.13	Access Agreement Consideration			\$10.00			2
10.7.14	Make Ready			ICB			5
12.0	<b>Operational Support Systems</b>						
12.1	Development and Enhancements, per Order			Under Development			
12.2	Ongoing Maintenance, per Order			Under Development			
12.3	Daily Usage Record File, per Record	No Charge at this time			5, 12		
12.4	Trouble Isolation Charge			See Section 9.20			
17.0	<b>Bona Fide Request Process</b>						
17.1	Processing Fee			\$2,367.93			A

NOTES:

Unless otherwise indicated, all rates are pursuant to Arizona Corporation Commission Dockets listed below:

- A: Cost Docket T-00000A-00-0194 Phase II Order No. 64922 Effective 6/12/02
- B: Cost Docket T-00000A-00-0194 Phase III Order No. 65451 Effective 12/12/02
- C: Cost Docket T-00000A-00-0194 Phases II & III Record Reopened Decision No. 66385 Effective Dates 6/12/02 & 10/6/03

- [1] Rate not addressed in Cost Docket (estimated TELRIC).
- [2] Market-based rates
- [3] ICB, Individual Case Basis pricing.
- [4] Rates per FCC Guidelines.
- [5] Rates for this element will be proposed in Arizona Cost Docket Phase III and may not reflect what will be proposed in Phase III. There may be additional elements designated for Phase III beyond what are reflected here.
- [6] When intrastate tariffed DS3 Private Line Transport (PLTS), Local Interconnection Service (LIS) or EEL share the same PLTS multiplexed DS3, the fraction of DS0's dedicated to LIS, EEL, or intrastate PLTS is divided by 672 and multiplied by the applicable products' DS3 rate elements. The Qwest mechanized implementation team will notify the Qwest Service Delivery LIS process manager of this customer-specific requirement.
- [7] Qwest is reinstating the Cable Unloading /Bridge Tap Removal Charge effective 3/14/05. Qwest can't bill the current rate structure, but will bill customers the lowest rate.

FILED JUL 27 2000

*Renee*

BEFORE THE ARIZONA CORPORATION COMMISSION

DOCKETED

JUL 25 2000

Arizona Corporation Commission  
Docket No. T-0105B-06-0257  
Docket No. T-03406A-06-0257  
Eschelon Telecom of Arizona, Inc.  
Direct Testimony of Bonnie J. Johnson  
Exhibit BJJ - B  
July 13, 2006

CARL J. KUNASEK  
CHAIRMAN  
JIM IRVIN  
COMMISSIONER  
WILLIAM A. MUNDELL  
COMMISSIONER

DOCKETED BY RT

IN THE MATTER OF THE APPLICATION OF  
ESCHELON TELECOM OF ARIZONA, INC. FOR  
A CERTIFICATE OF CONVENIENCE AND  
NECESSITY TO PROVIDE FACILITIES-BASED  
AND RESOLD INTRASTATE  
TELECOMMUNICATIONS SERVICES AND  
PETITION FOR COMPETITIVE  
CLASSIFICATION OF PROPOSED SERVICES

DOCKET NO. T-03406A-99-0742

DECISION NO. 62751

OPINION AND ORDER

DATE OF HEARING: June 28, 2000  
PLACE OF HEARING: Phoenix, Arizona  
ADMINISTRATIVE LAW JUDGE: Mr. Stephen Gibelli  
APPEARANCES: Michael T. Hallam, LEWIS AND ROCA LLP, on behalf of Eschelon Network, Inc. d/b/a Eschelon;  
Theresa Dwyer, FENNEMORE CRAIG, P.C., on behalf of U S WEST, and,  
Robert Metli, Staff Attorney, Legal Division, on behalf of the Utilities Division of the Arizona Corporation Commission.

BY THE COMMISSION:

Having considered the entire record herein and being fully advised in the premises, the Arizona Corporation Commission ("Commission") finds, concludes, and orders that:

FINDINGS OF FACT

1. Eschelon Telecom of Arizona, Inc., formerly known as Advanced Telecommunications, Inc. ("Applicant" or "Eschelon") is a Delaware corporation, authorized to do business in Arizona since 1999.
2. On December 23, 1999, Applicant submitted to Docket Control of the Arizona Corporation Commission ("Commission") an application for a Certificate of Convenience and Necessity ("Certificate") to provide competitive facilities-based and resold local exchange and interexchange telecommunications services statewide.

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local exchange companies provide 2-PIC equal access;

- (k) That Eschelon be required to certify that all notification requirements have been completed prior to a final determination in this proceeding,
- (l) That Eschelon be required to notify the Commission immediately upon any changes to Eschelon's address or telephone number; and,
- (m) That Eschelon be required to abide by all Commission rules and regulations.

19. At the hearing, Eschelon agreed to abide by all of Staff's recommendations.

20. On June 22, 2000, U S WEST filed comments requesting that Eschelon's Certificate be geographically limited to the areas that it can serve and intends to serve in the near future; that the Commission should specify that Eschelon is a public service corporation and it is required to operate as a carrier of last resort; and that Eschelon should be subject to fair rate of return and rate base requirements.

CONCLUSIONS OF LAW

1. Applicant is a public service corporation within the meaning of Article XV of the Arizona Constitution and A.R.S. §§ 40-281 and 40-282.

2. The Commission has jurisdiction over Applicant and the subject matter of the application.

3. Notice of the application was given in accordance with the law.

4. A.R.S. § 40-282 allows a telecommunications company to file an application for a Certificate to provide competitive telecommunications services.

5. Pursuant to Article XV of the Arizona Constitution as well as the Arizona Revised Statutes, it is in the public interest for Applicant to provide the telecommunications services set forth in its application.

6. With the conditions stated below, Eschelon is a fit and proper entity to receive a Certificate authorizing it to provide competitive facilities-based and resold local exchange and interexchange telecommunications services in Arizona.

7. The telecommunications services that the Applicant intends to provide are competitive within Arizona.

**Amendment No. 2  
Expedites for Design Services Amendment  
to the Interconnection Agreement between  
Qwest Corporation and  
AT&T Communications of the Mountain States, Inc.  
for the State of Arizona**

This is an Amendment ("Amendment") to the Interconnection Agreement between Qwest Corporation ("Qwest"), a Colorado corporation, and AT&T Communications of the Mountain States, Inc. ("CLEC"). CLEC and Qwest shall be known jointly as the "Parties".

**RECITALS**

WHEREAS, CLEC and Qwest entered into an Interconnection Agreement ("Agreement") which was approved by the Commission; and

WHEREAS, the Parties wish to amend the Agreement further under the terms and conditions contained herein.

**AGREEMENT**

NOW THEREFORE, in consideration of the mutual terms, covenants and conditions contained in this Amendment and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

**Amendment Terms**

The Agreement is hereby amended by adding terms, conditions and rates for Expedites for Design Services as set forth in Attachment 1 and Exhibit A, to this Amendment, attached hereto and incorporated herein by this reference.

**Effective Date**

This Amendment shall be deemed effective upon approval by the Commission; however, the Parties may agree to implement the provisions of this Amendment upon execution. To accommodate this need, CLEC must generate, if necessary, an updated Customer Questionnaire. In addition to the Questionnaire, all system updates will need to be completed by Qwest. CLEC will be notified when all system changes have been made. Actual order processing may begin once these requirements have been met. Additionally, Qwest shall implement any necessary billing changes within two (2) billing cycles after the latest execution date of this Amendment, with a true-up back to the latest execution date of this Amendment by the end of the second billing cycle. The Parties agree that so long as Qwest implements the billing changes and the true-up as set forth above, the CLEC's bills shall be deemed accurate and adjusted without error.

**Further Amendments**

Except as modified herein, the provisions of the Agreement shall remain in full force and effect. The provisions of this Amendment, including the provisions of this sentence, may not be amended, modified or supplemented, and waivers or consents to departures from the provisions of this Amendment may not be given without the written consent thereto by both Parties' authorized representative. No waiver by any Party of any default, misrepresentation, or breach

of warranty or covenant hereunder, whether intentional or not, will be deemed to extend to any prior or subsequent default, misrepresentation, or breach of warranty or covenant hereunder or affect in any way any rights arising by virtue of any prior or subsequent such occurrence.

**Entire Agreement**

The Agreement as amended (including the documents referred to herein) constitutes the full and entire understanding and agreement between the Parties with regard to the subjects of the Agreement as amended and supersedes any prior understandings, agreements, or representations by or between the Parties, written or oral, to the extent they relate in any way to the subjects of the Agreement as amended.

The Parties intending to be legally bound have executed this Amendment as of the dates set forth below, in multiple counterparts, each of which is deemed an original, but all of which shall constitute one and the same instrument.

**AT&T Communications of the Mountain States, Inc.**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name Printed/Typed

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

**Qwest Corporation**

\_\_\_\_\_  
Signature

L. T. Christensen  
\_\_\_\_\_  
Name Printed/Typed

Director – Interconnection Agreements  
\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

Arizona Corporation Commission  
Docket No. T-0105B-06-0257  
Docket No. T-03406A-06-0257  
Eschelon Telecom of Arizona, Inc.  
Direct Testimony of Bonnie J. Johnson  
Exhibit BJJ - B  
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Arizona Corporation Commission  
Docket No. T-0105B-06-0257  
Docket No. T-03406A-06-0257  
Eschelon Telecom of Arizona, Inc.  
Direct Testimony of Bonnie J. Johnson  
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## ATTACHMENT 1

### 1.0 Expedites for Design Services

#### 1.1 Description

1.1.1 Expedites are requests for an improved standard interval that is shorter than the interval defined in Qwest's Service Interval Guide (SIG) or CLEC's Interconnection Agreement (ICA), Individual Case Basis (ICB) or committed to ICB (Ready for Service (RFS) + Interval) date.

#### 1.2 Terms and Conditions

1.2.1 When Qwest receives an ASR or LSR with the EXP populated and the DDD is less than the standard interval, Qwest will determine if the request is eligible for an expedite without a call from CLEC. If the request meets the criteria for the Pre-Approved Expedite process, Qwest will process the request and return a FOC acknowledging the expedited due date. The appropriate expedite charge will be added to CLEC's service order.

1.2.2 If the request does not meet the criteria for the Pre-Approved Expedite process, the ASR or LSR will be processed under the guidelines for Expedites Requiring Approval as described in the PCAT.

1.2.3 The Pre-Approved expedite process is available in all states except WA for the products listed in the PCAT. It is not necessary to call Qwest to have the expedite approved.

#### 1.3 Rate Elements

1.3.1 The expedite charge identified in Exhibit A applies per order for every day that the due date interval is shortened, based on the standard interval in the SIG, ICA, or ICB criteria.

#### 1.4 Ordering Process

1.4.1 CLEC will request an expedite on a Local Service Request (LSR) or Access Service Request (ASR).

1.4.2 All requests must include an expedited Due Date, and Qwest will return an FOC acknowledging the expedited Due Date.

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**Exhibit A**

**Exhibit A**

							Recurring	Non-Recurring
1.0		Expedite for Design Services	Per order, per day event					\$200.00

Arizona Corporation Commission  
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Docket No. T-03406A-06-0257  
Eschelon Telecom of Arizona, Inc.  
Direct Testimony of Bonnie J. Johnson  
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July 13, 2006

**Expedite Requests Amendment  
to the Interconnection Agreement between  
Qwest Corporation  
and  
Mountain Telecommunications, Inc.  
for the State of Arizona**

ARIZONA  
T-03406A-06-0257/  
T-01051B-06-0257  
ESCH 01-<sup>1002</sup>  
ATTACHMENT: C

This is an Amendment ("Amendment") to the Interconnection Agreement between Qwest Corporation ("Qwest"), a Colorado corporation, and Mountain Telecommunications, Inc. ("CLEC"). CLEC and Qwest shall be known jointly as the ("Parties").

**RECITALS**

WHEREAS, the Parties entered into an Interconnection Agreement for services in the state of Arizona, that was approved by the Arizona Corporation Commission ("Commission") on August 27, 1999, as referenced in Docket Nos. T-01051B-99-0346, T-03432A-99-0346, Decision No. 61901 ("Agreement"); and

WHEREAS, the Parties wish to amend the Agreement further under the terms and conditions contained herein.

**AGREEMENT**

NOW THEREFORE, in consideration of the mutual terms, covenants and conditions contained in this Amendment and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

**Amendment Terms**

The Agreement is hereby amended by adding terms, conditions and rates for Expedite Requests as set forth in Attachment 1 and Exhibit A, to this Amendment, attached hereto and incorporated herein by this reference.

Rates in Exhibit A shall be updated to reflect legally binding decisions of the Commission and shall be applied on a prospective basis from the effective date of the legally binding Commission decision, unless otherwise ordered by the Commission.

**Effective Date**

This Amendment shall be deemed effective upon approval by the Commission; however, the Parties may agree to implement the provisions of this Amendment upon execution. To accommodate this need, CLEC must generate, if necessary, an updated Customer Questionnaire. In addition to the Questionnaire, all system updates will need to be completed by Qwest. CLEC will be notified when all system changes have been made. Actual order processing may begin once these requirements have been met. Additionally, Qwest shall implement any necessary billing changes within two (2) billing cycles after the latest execution date of this Amendment, with a true-up back to the latest execution date of this Amendment by the end of the second billing cycle. The Parties agree that so long as Qwest implements the billing changes and the true-up as set forth above, the CLEC's bills shall be deemed accurate and adjusted without error.

**Further Amendments**

Except as modified herein, the provisions of the Agreement shall remain in full force and effect. The provisions of this Amendment, including the provisions of this sentence, may not be amended, modified or supplemented, and waivers or consents to departures from the provisions of this Amendment may not be given without the written consent thereto by both Parties' authorized representative. No waiver by any Party of any default, misrepresentation, or breach of warranty or covenant hereunder, whether intentional or not, will be deemed to extend to any prior or subsequent default, misrepresentation, or breach of warranty or covenant hereunder or affect in any way any rights arising by virtue of any prior or subsequent such occurrence.

**Entire Agreement**

The Agreement as amended (including the documents referred to herein) constitutes the full and entire understanding and agreement between the Parties with regard to the subjects of the Agreement as amended and supersedes any prior understandings, agreements, or representations by or between the Parties, written or oral, to the extent they relate in any way to the subjects of the Agreement as amended.

The Parties intending to be legally bound have executed this Amendment as of the dates set forth below, in multiple counterparts, each of which is deemed an original, but all of which shall constitute one and the same instrument.

**Mountain Telecommunications, Inc.**

**Qwest Corporation**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name Printed/Typed

L. T. Christensen  
\_\_\_\_\_  
Name Printed/Typed

\_\_\_\_\_  
Title

Director – Interconnection Agreements  
\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

**ATTACHMENT 1**  
**EXPEDITE REQUESTS**

**Definitions**

"Miscellaneous Charges" mean cost-based charges that Qwest may assess in addition to recurring and nonrecurring rates set forth in Exhibit A, for activities CLEC requests Qwest to perform, activities CLEC authorizes, or charges that are a result of CLEC's actions, such as cancellation charges, expedite charges, and charges for additional labor and maintenance. Miscellaneous Charges are not already included in Qwest's recurring or nonrecurring rates. Miscellaneous Charges are listed in Exhibit A, except that Miscellaneous Charges for resale services are provided in the applicable tariff, catalog, or price list.

**Expedite Requests for LIS Trunk Orders**

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

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

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

**Expedite Requests for Designed Unbundled Network Elements**

9.1.15 Expedite requests for designed Unbundled Network Elements are allowed. Expedites are requests for intervals that are shorter than the interval defined in Qwest's Service Interval Guide (SIG) or Individual Case Basis (ICB) Due Dates.

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

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

**Exhibit A  
Arizona\***

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Amendment		Recurring	Recurring per Mile	Non-Recurring	1/1/06	1/1/07	1/1/08
<b>7.8</b>	<b>Miscellaneous Charges</b>						
7.8.1	Expedite Charge (LIS Trunks)			Qwest's Arizona Switched Access Tariff			
<b>9.20</b>	<b>Miscellaneous Charges</b>						
9.20.14	Expedite Charge						
9.20.14.1	Designed Services, per Day			\$200.00			2
9.20.15	Cancellation Charge			ICB			5

**NOTES:**

Unless otherwise indicated, all rates are pursuant to Arizona Corporation Commission Dockets listed below:

[2] Market-based rates

[5] Rates for this element will be proposed in Arizona Cost Docket Phase III and may not reflect what will be proposed in Phase III. There may be additional elements designated for Phase III beyond what are reflected here.

Q000011

Language from Qwest Template Agreement

ARIZONA  
T-03406A-06-0257/  
T-01051B-06-0257  
ESCH 01- *P002*  
ATTACHMENT: *D*

9.1.12 Miscellaneous Charges are defined in the Definitions Section. Miscellaneous Charges are in addition to nonrecurring and recurring charges set forth in Exhibit A. Miscellaneous Charges apply to activities CLEC requests Qwest perform, activities CLEC authorizes, or charges that are a result of CLECs actions, such as cancellation charges or expedite charges. Rates for Miscellaneous Charges are contained in Exhibit A. Expedites are requests for intervals that are shorter than the interval defined in Qwest's Service Interval Guide (SIG) or Individual Case Basis (ICB) Due Dates. Expedite charges identified in Exhibit A apply per order for every day that the Due Date interval is shortened, based on the standard interval in the SIG or based on ICB criteria for Due Dates. Unless otherwise provided for in this Agreement, no additional charges will apply.

9.1.15 Expedite requests for designed Unbundled Network Elements are allowed. Expedites are requests for intervals that are shorter than the interval defined in Qwest's Service Interval Guide (SIG) or Individual Case Basis (ICB) Due Dates.

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

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

**Rates –**

See 9.20.14.1

Arizona Corporation Commission  
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Exhibit A  
Arizona\*

		Recurring	Recurring per Mile	Non-Recurring	ICB	ICB	ICB
<b>9.20</b>	<b>Miscellaneous Charges</b>						
9.20.1	Additional Engineering, per Half Hour or fraction thereof						
9.20.1.1	Additional Engineering - Basic			\$31.28			A
9.20.1.2	Additional Engineering - Overtime			\$38.68			A
9.20.2	Additional Labor Installation, per Half Hour or fraction thereof						
9.20.2.1	Additional Labor Installation - Overtime			\$8.89			A
9.20.2.2	Additional Labor Installation - Premium			\$17.78			A
9.20.3	Additional Labor Other, per Half Hour or fraction thereof						
9.20.3.1	Additional Labor Other - (Optional Testing) Basic			\$27.26			A
9.20.3.2	Additional Labor Other - (Optional Testing) Overtime			\$36.41			A
9.20.3.3	Additional Labor Other - (Optional Testing) Premium			\$45.57			A
9.20.4	Testing and Maintenance, per Half Hour or fraction thereof						
9.20.4.1	Testing and Maintenance - Basic			\$28.96			A
9.20.4.2	Testing and Maintenance - Overtime			\$38.68			A
9.20.4.3	Testing and Maintenance - Premium			\$48.40			A
9.20.5	Maintenance of Service, per Half Hour or fraction thereof						
9.20.5.1	Maintenance of Service - Basic			\$27.26			A
9.20.5.2	Maintenance of Service - Overtime			\$36.41			A
9.20.5.3	Maintenance of Service - Premium			\$45.57			A
9.20.6	Additional Cooperative Acceptance Testing, per Half Hour or fraction thereof						
9.20.6.1	Additional Cooperative Acceptance Testing - Basic			\$28.96			A
9.20.6.2	Additional Cooperative Acceptance Testing - Overtime			\$38.68			A
9.20.6.3	Additional Cooperative Acceptance Testing - Premium			\$48.40			A
9.20.7	Nonscheduled Cooperative Testing, per Half Hour or fraction thereof						
9.20.7.1	Nonscheduled Cooperative Testing - Basic			\$28.96			A
9.20.7.2	Nonscheduled Cooperative Testing - Overtime			\$38.68			A
9.20.7.3	Nonscheduled Cooperative Testing - Premium			\$48.40			A
9.20.8	Nonscheduled Manual Testing, per Half Hour or fraction thereof						
9.20.8.1	Nonscheduled Manual Testing - Basic			\$28.96			A
9.20.8.2	Nonscheduled Manual Testing - Overtime			\$38.68			A
9.20.8.3	Nonscheduled Manual Testing - Premium			\$48.40			A
9.20.9	Cooperative Scheduled Testing						
9.20.9.1	Cooperative Scheduled Testing - Loss			\$0.08			A
9.20.9.2	Cooperative Scheduled Testing - C-Message Noise			\$0.08			A
9.20.9.3	Cooperative Scheduled Testing - Balance			\$0.33			A
9.20.9.4	Cooperative Scheduled Testing - Gain Slope			\$0.08			A
9.20.9.5	Cooperative Scheduled Testing - C-Notched Noise			\$0.08			A
9.20.10	Manual Scheduled Testing						
9.20.10.1	Manual Scheduled Testing - Loss			\$0.16			A
9.20.10.2	Manual Scheduled Testing - C-Message Noise			\$0.16			A
9.20.10.3	Manual Scheduled Testing - Balance			\$0.65			A
9.20.10.4	Manual Scheduled Testing - Gain Slope			\$0.16			A
9.20.10.5	Manual Scheduled Testing - C-Notched Noise			\$0.16			A
9.20.11	Additional Dispatch			\$83.10			A
9.20.12	Date Change			\$10.22			A
9.20.13	Design Change			\$72.79			A
9.20.14	Expedite Charge						
9.20.14.1	Designed Services, per Day			\$200.00			2
9.20.15	Cancellation Charge			ICB			5

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**ATTACHMENT C**

**Examples of Qwest Disconnects In Error**

	<b>S T A T E</b>	<b>Date</b>	<b>Qwest Escalation Ticket Number or Qwest Repair Ticket Number</b>	<b>Reason Qwest Disconnected Eschelon's customer in Error</b>
1	AZ	2-6-04	25363502	Qwest completed disconnect activity associated with Eschelon's conversion request prior to the confirmed due date.
2	AZ	7-1-04	25512332	Qwest completed disconnect activity associated with Eschelon's conversion request prior to the confirmed due date.
3	AZ	11-17-04	25631154	Qwest completed disconnect activity associated with Eschelon's move request prior to the confirmed due date.
4	AZ	9-21-04	25582589	Qwest disconnected customer's lines in error while processing an Eschelon change request.
5	CO	4-22-05	25725153	Qwest completed disconnect activity associated with Eschelon's conversion request prior to the confirmed due date.
6	CO	9-28-04	25588407	Qwest completed disconnect activity associated with Eschelon's conversion request prior to the confirmed due date.
7	CO	12-7-04	3039321153	Qwest completed disconnect activity associated with Eschelon's move request prior to the confirmed due date.
8	CO	5-5-05	25732828	Qwest neglected to port telephone lines on the confirmed due date.
9	MN	11-23-04	25635546	Qwest completed disconnect activity associated with Eschelon's conversion request prior to the confirmed due date.
10	MN	8-13-04	25550226	Qwest completed disconnect activity associated with Eschelon's conversion request prior to the confirmed due date.
11	MN	1-11-06	25872266	Qwest neglected to completely cancel a disconnect order as requested by Eschelon.
12	MN	3-7-06	25898017	Qwest neglected to completely cancel a disconnect order as requested by Eschelon.
13	MN	8-31-04	25565163	Qwest completed disconnect activity associated with Eschelon's conversion request prior to the confirmed due date.
14	OR	10-27-05	25837341	Qwest pulled jumper in the central office.
15	OR	11-5-04	25621547	Qwest completed disconnect activity associated with Eschelon's conversion request prior to the confirmed due date.

16	OR	11-19-04	25631526	Qwest completed disconnect activity associated with Eschelon's move request prior to the confirmed due date
17	OR	6-25-04	25506955	Qwest disconnected customer's lines in error while processing an Eschelon change request.
18	UT	8-16-04	25551721	Qwest completed disconnect activity associated with Eschelon's conversion request prior to the confirmed due date.
19	UT	8-30-05	25804848	Qwest completed disconnect activity associated with Eschelon's conversion request prior to the confirmed due date
20	WA	10-31-05	25838375	Qwest completed disconnect activity associated with Eschelon's conversion request prior to confirmed due date.
21	WA	5-10-05	25734888	Qwest completed disconnect activity associated with Eschelon's conversion request prior to confirmed due date.

**ATTACHMENT D**

Examples of Expedite Requests Approved by Qwest for Unbundled Loop Orders

S T A T E	PON	LSR ID	Product	Reason Expedite Requested	Qwest Escalation Ticket Number	Date Completed
AZ	AZ418942CJH	11322965	Analog Unbundled Loop	Customer requested	25531379	7-26-04
AZ	AZ409134CJH	10933986	Analog Unbundled Loop	Grand Opening	25494268	6-22-04
AZ	None	None	Analog Unbundled Loop	Qwest disconnect in error	25363502	2-6-04
AZ	CAZ5016941TIH	14503578	Analog Unbundled Loop	Eschelon disconnect in error	25734876	5-11-05
AZ	AZ467137RAK	13049496	Analog Unbundled Loop	Eschelon disconnect in error	25663253	1-10-05
AZ	AZ505525JW	14591180	Analog Unbundled Loop	Customer has no service at new location	25742521	5-26-05
CO	CO397124T1FAC	10442493	DS1 Capable Loop	Customer requested expedited contract expired with current carrier	25456944	5-10-04
CO	CO403624CJH	10700495	Analog Unbundled Loop	Customer request	25480492	6-1-04
CO	CO419695T1FAC	12028645	EEL	Qwest held order ready for service date did not meet customer's requirements	25597104	10-11-04
CO	None	None	Analog Unbundled Loop	Qwest disconnect in error	25725153	4-2-05
CO	CO588026T1FAC	16091068	DS1 Capable Loop	Fire	25841849	11-11-05
CO	CO618778T1FAC	16752083	EEL	Qwest held order ready for service date did not meet customer's requirements	25882224	2-6-06

MN	MN510386T1FAC	14872800	DS1 Capable Loop	Qwest held order ready for service date did not meet customer's requirements	25759318	7-6-05
MN	MN452697T1FAC	12425697	DS1 Capable Loop	Qwest held order ready for service date did not meet customer's requirements	25638663	12-2-04
MN	MN432908T1FAC-1	11830617	EEL	Qwest held order ready for service date did not meet customer's requirements	25586372	9-28-04
MN	MN410581LMM	10996838	Analog Unbundled Loop	Customer requested	25504311	6-28-04
MN	MN573604MVPSD	15781085	Analog Unbundled Loop	Customer will have no service at new location	25826564	10-13-05
MN	None	None	Analog Unbundled Loop	Qwest disconnect in error	25635546	11-23-04
OR	OR403180IBC	10688799	Analog Unbundled Loop	Customer requested	25480006	5-28-04
OR	OR403371IBC	10694012	Analog Unbundled Loop	Customer requested	25479983	5-28-04
OR	None	None	Analog Unbundled Loop	Qwest disconnect in error	25621547	11-5-04
UT	DUT242039-1RML	8424781	Analog Unbundled Loop	Eschelon disconnect in error	25258869	10-20-03
UT	UT406506CJH	10823362	Analog Unbundled Loop	Grand Opening	25491265	6-14-04
UT	UT404171CJH	10727233	Analog Unbundled Loop	Customer will have no service at new location	25482524	6-4-04
UT	UT406378CJH	10820860	Analog Unbundled Loop	Grand Opening	25490996	6-16-04
UT	None	None	Analog Unbundled Loop	Qwest disconnect in error	25804848	8-30-05
WA	WA303487RML	8412382	Analog Unbundled Loop	Eschelon disconnect in error	25258476	10-21-03
WA	WA419298CJH	11336326	Analog Unbundled Loop	Customer will have no service at new location	25532556	7-27-04

WA	WA405774CJH	10798940	Analog Unbundled Loop	Customer will have no service at new location	25488662	6-10-04
WA	WA5045671MLS	10755567	Analog Unbundled Loop	Eschelon disconnect in error	25485579	6-3-04
WA	WA409481T1FAC-1	11223088	DS1 Capable Loop	Customer will have no service at new location	25526529	7-23-04
WA	WA573785MVMJW	16094411	Analog Unbundled Loop	T1 Circuit Qwest installed was not working expedited temporary analog service	25855519	12-8-05
WA	None	None	Analog Unbundled Loop	Qwest disconnect in error	25838375	10-31-05

**ATTACHMENT E**



LOCAL PHONE SERVICE    INTERNET    WIRELESS    LONG DISTANCE    DIGITAL TV  
 CUSTOMER SERVICE    SEARCH

HOME    RESIDENTIAL    SMALL BUSINESS    LARGE BUSINESS    PARTNERS

Products & Services    Resources    Operation Support Systems    Network    Training, Notices & Forums    Customer

# Wholesale

**Products & Services**

**Local Business Procedures**

▶ **View More Local Resale Non-Facility Based Business Procedures**

▶ **View More Local Interconnection Facility Based Business Procedures**

**Local Business Procedures**

## Expedites and Escalations Overview - V40.0

[History Log](#)

### Introduction

Qwest quickly responds to your escalation or expedite requests offering you clear and complete explanations so you can satisfactorily respond to your end-users.

- Expedites are requests for an improved standard interval that is shorter than the interval defined in our [Service Interval Guide \(SIG\)](#) or your interconnection Agreement (ICA), Individual Case Basis (ICB) or committed to ICB (Ready for Service (RFS) + Interval) date.
- Escalations can be initiated for any issue, at anytime, and at any escalation point. Escalations can also be for requests for status or intervention around a missed date.

The following summarizes the processes used within Qwest for all Wholesale Products and Services to handle expedite and escalation requests.

### Expedites

Requesting an expedite follows one of two processes, depending on the product being requested. If the request being expedited is for a product contained in the "Pre-Approved Expedites" section below, your ICA must contain language supporting expedited requests with a "per day" expedite rate. If the request being expedited is for a product that is not on the defined list, then the expedited request follows the process defined in the "Expedites Requiring Approval" section below.

#### Expedites Requiring Approval

For products not listed in the Pre-Approved Expedite section below, (non-designed products such as POTS, Centrex or DSL service) the following expedite process applies. Expedite charges are not applicable with the Expedites Requiring Approval process.

Following is a list of conditions where an expedite is granted:

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 Docket No. T-03406A-06-0257  
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Arizona Corporation Commission  
Docket No. T-0105B-06-0257  
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- Fire
- Flood
- Medical emergency
- National emergency
- Conditions where your end-user is completely out of service (primary line)
- Disconnect in error by Qwest
- Requested service necessary for your end-user's grand opening event delayed for facilities or equipment reasons with a future RFS date
- Delayed orders with a future RFS date that meet any of the above described conditions
- National Security
- Business Classes of Service unable to dial 911 due to previous order activity
- Business Classes of Service where hunting, call forwarding or voice mail features are not working correctly due to previous order activity where the end-users business is being critically affected

For any of the above conditions, expedited request can be made either prior to, or after, submitting your service request.

To request an expedite on a Local Service Request (LSR) you can either:

- Submit the request with your expedited due date and populate the EXP field. Also include in REMARKS the reason for the expedited request and then call the Qwest Call Center.
- Submit the request with a due date interval from our SIG or your ICA and then call the Qwest Call Center.

In both scenarios, a call to the Qwest Call Center is required on 1-866-434-2555 to process the expedited request.

To request an expedite on service requests issued via an Access Service Request (ASR), you may use either of the options described above for LSRs to submit the ASR. You should then call 1 800-244-1271.

You may be asked to provide verification of the expedited reason or situation for any of the expedite reasons listed above. In some cases, you may be asked for the service order number that caused the expedite condition, such as the service order number that caused the hunting or call forwarding expedite. The type of verification required will depend on the specific circumstances of the expedite and will be determined on an Individual Case Basis (ICB).

Once your expedite request is received, your Wholesale representative will review the request based on the previous list of available expedite scenarios to determine if the request is eligible for an expedite. If approved, the next step is to contact our Network organization to determine resource availability.

Depending on the type of service on the account, the following action is taken once the request is determined to be eligible for an expedited due date:

#### **Non-Designed/No Dispatch Required**

For requests that do not require a dispatch, the order is issued with the expedited due date.

### **Non-Designed/Dispatch Required**

For requests that require a dispatch, the Network organization is contacted to determine Technician availability. If appointments are available on the requested due date, your expedite is granted. If no appointments are available, then Qwest will offer an alternative date, if one is available, prior to the requested due date. You can expect to receive a response to your expedited request usually within four business hours.

### **Designed Services**

For Designed Services, the Network organization is contacted to determine resource availability for the Central Office and Outside Technicians as well as for the Testers that work with you to accept the service. You can expect to receive a response usually within four business hours.

### **Approved Expedited Requests**

If the expedited request is approved and the original request contained the expedited due date and the EXP field was populated, Qwest will return a Firm Order Confirmation (FOC) acknowledging the agreed to expedited due date. If the expedited or agreed to due date is different from what was originally submitted on the ASR or LSR, Qwest will contact you and request that you supplement your request with the agreed to expedited date. The EXP field on the supplement ASR or LSR must also be populated. If the supplement is not received within four business hours, Qwest will continue to process the ASR or LSR as if the expedited request was not received and will FOC back the standard interval or the original due date provided on the ASR or LSR if it was longer than the standard interval.

### **Denied Expedited Requests**

If denied, then we will provide you reasons that the request was denied or we will offer an alternative date that we could install the service. If the request is denied, and you still want to continue to have Qwest provision the service request, Qwest will return a FOC with the standard interval or the original due date provided on the FOC if it was longer than the standard interval.

### **Pre-Approved Expedites**

The Pre-Approved expedite process is available in all states except Washington for the products listed below when your ICA contains language for expedites with an associated per day expedite charge.

**Note:** Resold Designed products are automatically included based on the terms and conditions outlined in the ICA and individual state tariffs, catalogs or price lists.

For products other than the Resold Design products identified below, if your contract does not contain the appropriate expedite language, you will not be able to expedite the request unless the expedite is due to a Qwest caused reason.

The Expedites Requiring Approval section of this procedure does not apply.

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to any of the products listed below (unless you are ordering services in the state of WA).

An expedite charge applies per ASR or LSR for every day that the due date interval is improved, based on the standard interval in the SIG, ICA, or ICB criteria as described above. It is not necessary for you to call into Qwest to have the expedite approved. To expedite a service request on an ASR or LSR you must populate the EXP field and put the desired expedited due date in the DDD field on the ASR or LSR.

When Qwest receives an ASR or LSR with the EXP populated and the DDC is less than the standard interval, Qwest will determine if the request is eligible for an expedite without a call from you. If the request meets the criteria for the Pre-Approved Expedite process, Qwest will process the request and return a FOC acknowledging the expedited due date. The appropriate expedite charge will be added to your service order.

If the request does not meet the criteria for the Pre-Approved Expedite process, the ASR or LSR will be processed using the standard interval that is defined in the Standard Interval Guide for Resale, UNE and Interconnection Services.

Following is a list of the products, which require expedite language in the ICA and may be expedited that will receive the appropriate Expedite Charge:

- UBL
- UBL DID (Unbundled digital trunk)
- UBL DS1 (Unbundled digital trunk facility)
- UNE-C PL (EEL)
- UNE-P ISDN BRI
- UNE-P DSS Facility
- UNE-P DSS Trunk
- UNE-P PRI ISDN Facility
- UNE-P PRI ISDN Trunk
- UNE-P PBX Designed Trunks
- UNE-P PBX DID IN-Only Trunks
- Port In/Port Within associated with any of the applicable designed products listed above
- UDIT
- LIS
- CCSAC SS7 Trunk or Facility
- Unbundled Dark Fiber

Following is a list of Resold Designed Products, which do not require an amendment, which may be expedited and will receive the appropriate expedite charge:

- Analog PBX DID
- Private Line (DS0, DS1, DS3 or above)
- ISDN PRI T1
- ISDN PRI Trunk
- ISDN BRI Trunk
- Frame Relay Trunk
- DESIGNED TRUNKS (Includes designed PBX trunks) Trunk
- MDS / MDSI (IIS Only)
- DPAs (multiple DPAs or FX, FCO) Trunk
- Port In/Port Within associated with any of the applicable designed products listed above

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Note: Any requests that are expedited due to a Qwest caused reason, do not incur an expedite charge. Additionally, if the due date of an expedited request is missed due to Qwest reasons, expedite charges do not apply.

If the order becomes a Delayed Order on the due date, Qwest will cooperatively work with you to obtain the best Ready For Service date (RFS) possible and expedite charges do not apply.

If an order becomes delayed for facilities prior to the due date, once Qwest establishes a new RFS it is communicated to you via the FOC. If you do not accept the due date that is established and request to expedite the RFS, expedite charges may apply. Each expedited delayed order request will be reviewed on an ICB to determine if expedite charges apply. If the expedited due date request results in Qwest incurring additional costs to improve the date that was FOC'd, expedite charges apply. Qwest will advise you if expedite charges apply prior to confirming the expedited request to obtain approval from you, or offer an alternate date that Qwest can meet. The expedite charges will be based on the number of days improved from the original RFS date.

If an order was delayed due to a Customer Not Ready (CNR) condition as described in the Provisioning and Installation Overview; and you wish to expedite the newly requested due date, supplement the request with the new Desired Due Date and populate the EXP field of the LSR/ASR. Qwest will review your expedited request for resource availability. In some cases, we may contact you to advise resources for expedite are not available or offer an alternate date. Expedite charges apply and are based on the number of days the CNR standard interval is improved.

#### **Expedites Supporting Non-Qwest caused Restoral Requests**

This process includes Restoral Requests on Resale/UNE-P/Retail to Resale or UNE-P Conversions and Transfer of Service when the service orders have completed. This process applies to Resale/UNE-P POTS, Resale/UNE-S and Resale UNE-P Centrex 21 products, including DSL.

You will follow this documented Expedite process as outlined when you require an expedite to a standard interval in order to restore an end-user due to a Non-Qwest caused out of service condition. An expedite restoral request is a result of your inability to complete a conversion or outside move service request where you were unable to cancel or change the due date on the service order(s) prior to order completion. Restoral requests may involve you alone, a Qwest Retail account and you, or you and a different CLEC on conversion and outside move (T & F) type service order's. Restoral requests will be accepted for both full and partial restorals.

When an expedite restoral request situation occurs, refer to the following when you prepare your service request:

- Issue the Restoral Request LSR as directed per the Decision Charts and order type scenario's.
  - Populate the RPON field with the PON used on the original LSR if available
  - Populate the EXP field
  - Populate Manual IND = Y
  - The REMARKS field can be populated with the specific reason for the request such as:
    - Restoral request Full, Resale to UNE-P conv, restore original service, Or

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- Restoral request, Partial, Resale to UNE-P conv, restore original service, Or
- Restoral request, Partial, UNE-P to Resale conv, restore original service, Or
- Restoral request, Full, Resale or UNE-P T&F, restore F location, etc., Or
- Restoral Request, Restore original full service back to CLEC XXXX, Or
- Restoral Request, Restore original partial service back to CLEC XXXX, Or
- Restoral Request, Restore original F Loc service, full/partial back to old CLEC
- Restoral Request, Disc service, restore original Retail service, full/partial
- Contact the Customer Service Inquiry and Education (CSIE) Center at 866-434-2555
- Open an Escalation ticket.
- Request a Restoral Request for Previous Service.
- Provide LSR ID if appropriate per Decision Chart and order type scenario's.

### Benefits

- Expedited intervals for restoral of previous service
- Uniform documented process for restoral requests
- Qwest will negate the one month minimum billing on a disconnect or conversion service order as applicable.

### Restrictions

- You must issue appropriate LSRs first (if directed to do so per the Decision Chart below) followed by opening a Call Center escalation ticket. Restoral requests received prior to new LSR issuance will not be accepted, excludes Qwest Retail restorals.
- Standard intervals must be used when submitting LSRs, CSIE will expedite due date appropriately for restoral
- Expedited restoral requests must be requested within 24 hours, extending into the next business day, following the LSR completion date. Restoral requests received after 3 PM will be considered next business day work activity; this includes restoral requests received after 3 PM on Saturday based on the SIG (except for DSL)."
- Service being restored must be the same type of service with same features, same TN's, etc. as was previously provisioned. Full or partial restorals are acceptable.
- Qwest will reuse facilities when the facilities are available for the restoral.
- All applicable recurring and non-recurring charges will apply, based on order completion and physical work that was completed or needs to be completed to restore service. Retail practices will apply when restoring Qwest Retail accounts.
- When a restoral involves two CLECs, it is up to you and the old CLEC to coordinate and agree upon an expedite, prior to opening up the Call Center Escalation ticket(s).
- Expedite charges may apply based upon individual interconnection agreements, state tariffs or SGATS.

The following **Order Type Scenario's** are included in this restoral process:

1. Resale / UNE-P T & F, same CLEC

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2. Resale to UNE-P Conversion as is, same CLEC
3. Resale to UNE-P Conversion as specified, same CLEC
4. UNE-P to Resale Conversion as is, same CLEC
5. UNE-P to Resale Conversion as specified, same CLEC
6. Resale / UNE-P Migration to new CLEC with move via single LSR
7. Resale to UNE-P Conversion as is, to a new CLEC
8. Resale to UNE-P Conversion as specified, to a new CLEC
9. UNE-P to Resale Conversion as is, to a new CLEC
10. UNE-P to Resale Conversion as is, to a new CLEC
11. Qwest Retail to Resale / UNE-P Conversion as is
12. Qwest Retail to Resale / UNE-P Conversion as specified
13. Qwest Retail to Resale / UNE-P Conversion with move via single LSR process

Decision Chart, Scenario's 1-5, Same CLEC		
IF	AND	THEN
Conversion, Migration and/or Move Service Order has completed	You want full or partial restoral of previous service	<ul style="list-style-type: none"> <li>• Issue Restoral Request LSR as appropriate based on order scenario and order completion, such as a New Connect, Change or Conversion with or without move, Transfer of Service or Disconnect</li> <li>• Follow expedite procedures</li> </ul>

Decision Chart, Scenario's 6-10, To a New CLEC		
IF	AND	THEN
Conversion, Migration and/or Move Service Order has completed	You want full or partial restoral of previous service	<ul style="list-style-type: none"> <li>• Either the end-user, or the new CLEC and the end-user must contact the old CLEC's Customer Contact Center and request that the end-user's service be re-established as previously provisioned for the old CLEC on Resale or UNE-P service</li> <li>• Old CLEC must follow expedite procedures</li> <li>• Old CLEC will issue Restoral Request LSR as appropriate based on order scenario and order completion, such as a New Connect, Change or Conversion with or without move</li> <li>• New CLEC must follow expedite procedures</li> <li>• New CLEC will issue Disconnect LSR if required based on order scenario and order completion</li> <li>• Old and new CLECs will coordinate their order activity</li> <li>• Contact your Qwest Service Manager if you require assistance with old CLEC contact</li> </ul>

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<b>Decision Chart, Scenario's 11-13, Conversion from Qwest Retail to New CLEC</b>		
<b>IF</b>	<b>AND</b>	<b>THEN</b>
Conversion, Migration and/or Move Service Order has Completed	You want full or partial restoral of previous service	<ul style="list-style-type: none"> <li>• Contact the CSIE Center at 866-434-2555</li> <li>• Open an Escalation ticket</li> <li>• Request a warm transfer to the CSIE Tier 1 support group</li> <li>• Place a verbal Restoral Request for Previous Retail Service, full or partial restoral</li> <li>• CSIE will advise you if a new LSR will need to be issued by you</li> <li>• If a new LSR is needed and is not issued within 2 business hours, the escalation ticket will be closed. If this occurs, the CLEC must start the expedite process again once the LSR has been issued as directed.</li> </ul>

**Escalations**

Escalations are a request for status or intervention around a missed critical date such as:

- Plant Test Date (PTD)
- Due Date (DD)
- Ready For Service (RFS)

Qwest's Service Centers pro-actively escalate any critical dates in jeopardy and will notify you. If, however, you find it necessary to initiate an escalation, call the assigned Qwest Wholesale Center Representative at one of the numbers listed in the Expedites section for assistance. Regardless of how initiated, by you or internally, Qwest escalation roles and responsibilities can be summarized as:

- Qwest Wholesale Center Representatives  
Local Service Request (LSR) or Access Service Request (ASR) escalations related to Rejects/Delayed orders, critical dates and Firm Order Confirmations (FOC).
- Qwest Service Manager  
Involved only after normal processes fail to resolve the escalation to your satisfaction. Evaluates the situation based on commitments managing associated resolution activities.
- Qwest Senior Service Manager/Director  
Involved only when the Service Manager's efforts are unsuccessful. Provides direction to those working the issue, partnering with Center Coaches and Team leaders.
- Qwest Senior Director/Vice President  
Contacted for direction and/or assistance for those working the escalation, providing timely status updates back to the prior level and you directly.

Escalations - Maintenance and Repair  
 At your discretion, you may initiate an escalation of your trouble report

Arizona Corporation Commission  
 Docket No. T-0105B-06-0257  
 Docket No. T-03406A-06-0257  
 Eschelon Telecom of Arizona, Inc.  
 Direct Testimony of Bonnie J. Johnson  
 Exhibit BJJ - E  
 July 13, 2006

through our electronic interface Customer Electronic Maintenance and Repair (CEMR) or by calling either the Qwest Wholesale Repair Center for Unbundled Network Elements (UNEs) and Complex services or the Repair Call Handling Center (RCHC) for Plain Old Telephone Service (POTS) and Non-Complex services. Refer to our [Maintenance and Repair Overview](#) for additional information. You will be referred to [Held, Escalated & Expeditec Tool \(HEET\)](#) for ongoing status if your service was requested on an ASR.

**Escalations - Technical Escalation Process**

Additional information about the Technical Escalation Process can be obtained from Qwest's [Operations Support Systems General Information](#).

Note: Occasionally, your end-user may find their way to the Qwest Wholesale Center or Qwest Service Manager and our Wholesale Center Representatives will explain that you are our customer and direct them to you for assistance.

Should you have questions, or need additional information related to the expedite or escalation processes defined above, contact your [Qwest Service Manager](#) for assistance.

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**Training**

**Local Qwest 101 "Doing Business with Qwest"**

- This introductory web-based training course is designed to teach the Local CLEC and Local Reseller how to do business with Qwest. It will provide a general overview of products and services, Qwest billing and support systems, processes for submitting service requests, reports, and web resource access information. [Click here to learn more about this course and to register.](#)

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**Contacts**

Qwest contact information is located in [Wholesale Customer Contacts](#)

**Expedites and Escalations**

- Local Service Requests (LSRs)

<b>Wholesale Center</b>			
Tier	Responsibility	Activity	Contacts
Tier 1	Customer Service Inquiry and Education Center (CSIE)	First point of contact for CLECs	866-434-2555
Tier 2	Subject Matter Expert (SME), Team Leaders, Team Coaches	Respond to issues not resolved at Tier 1	800-366-9974

Arizona Corporation Commission  
 Docket No. T-0105B-06-0257  
 Docket No. T-03406A-06-0257  
 Eschelon Telecom of Arizona, Inc.  
 Direct Testimony of Bonnie J. Johnson  
 Exhibit BJJ - E  
 July 13, 2006

Tier 3	Appropriate Qwest Service Manager	Respond to issues not resolved at Tier 2	Service Manager
-----------	--------------------------------------	---	--------------------

A call center ticket is opened on every call into the CSIE Center. Upon resolution of the ticket a close code is assigned to the ticket. Upon request the close code is provided to you. Should you disagree with the codes used to close the ticket you will use the escalation process. For a list of the close codes used at the CSIE level see the Call Center Database Ticket Reports section of the Ordering Overview PCAT.

- Access Service Requests (ASRs)

Products & Services	Contacts	Fax
All	800-244-1271	800-335-5680

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## Frequently Asked Questions (FAQs)

This section is currently being compiled based on your feedback.

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**Last Update:** May 5, 2006

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# Cover Sheet

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Only

COMPANY NAME: Eschelon Telecom of Arizona, Inc.  
DBA (if applicable): \_\_\_\_\_  
DOCKET NUMBER(s): T-03406A-06-0257; T-01051B-06-0257

INSTRUCTIONS: Please choose the item that best describes the nature of the case/filing.

## UTILITIES – NEW APPLICATION

<input type="checkbox"/> New CC&N	<input type="checkbox"/> Interconnection Agreement
<input type="checkbox"/> Extension of CC&N	<input type="checkbox"/> Rates
<input type="checkbox"/> Deletion of CC&N	<input type="checkbox"/> Financing
<input type="checkbox"/> Cancellation of CC&N	<input type="checkbox"/> Formal Complaint
<input type="checkbox"/> Tariff (NEW)	
<input type="checkbox"/> Miscellaneous - Specify: _____	

## UTILITIES – REVISIONS/AMENDMENTS/COMPLIANCE

Application	Tariff
Decision No: _____	Promotional: _____
Docket No: _____	Compliance: _____

## MISCELLANEOUS FILINGS

<input type="checkbox"/> Affidavit (Publication, Public Notice)	<input type="checkbox"/> Motion to Intervene
<input type="checkbox"/> Request/Motion	<input type="checkbox"/> Notice of Errata
<input type="checkbox"/> Comments	<input type="checkbox"/> Testimony
<input type="checkbox"/> Exception	<input type="checkbox"/> Response / Reply
<input type="checkbox"/> Exhibit(s)	<input type="checkbox"/> Witness List
<input checked="" type="checkbox"/> Miscellaneous - Specify: <u>Direct Testimony of James D. Webber</u>	

7/13/2006  
Date

Karen L. Clauson  
Print name of the person who signed the document  
(i.e. Contact Person, Respondent, Attorney, Applicant, etc.)

**BEFORE THE ARIZONA CORPORATION COMMISSION**

**COMMISSIONERS**

**JEFF HATCH-MILLER, Chairman**  
**WILLIAM A. MUNDELL**  
**MARC SPITZER**  
**MIKE GLEASON**  
**KRISTIN K. MAYES**

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<b>IN THE MATTER OF THE COMPLAINT</b>	)	<b>DOCKET NO. T-01051B-06-0257</b>
<b>OF ESCHELON OF ARIZONA, INC.</b>	)	<b>DOCKET NO. T-03406A-06-0257</b>
<b>AGAINST QWEST CORPORATION</b>	)	

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**Direct Testimony**

**Of**

**James D. Webber**

**On Behalf of**

**Eschelon Telecom of Arizona, Inc.**

July 13, 2006

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1       **INTRODUCTION**

2  
3       **Q.     PLEASE STATE YOUR NAME AND BUSINESS ADDRESS.**

4       A.     My name is James D. Webber and my business address is: 4515 Barr Creek Lane,  
5             Naperville, Illinois 60564.

6  
7       **Q.     BY WHOM ARE YOU EMPLOYED AND IN WHAT CAPACITY?**

8       A.     I am employed by QSI Consulting as a senior consultant within the firm's  
9             Telecommunication Division. QSI is a privately held consulting firm that provides  
10            consulting services to a diverse group of clients within the regulated utility industries  
11            including, for example, competitive local exchange carriers, ("CLECs"), long  
12            distance carriers and energy service providers.

13  
14       **Q.     PLEASE DESCRIBE YOUR EDUCATIONAL BACKGROUND AND WORK**  
15            **EXPERIENCE.**

16       A.     I earned both a Bachelor of Science degree in Economics (1990) and a Master of  
17             Science degree in Economics (1993) from Illinois State University. I have  
18             approximately 12 years of experience in the regulated utility industries, with the last  
19             10 years specifically focused on competitive issues within the telecommunication  
20             industry.

21                 Prior to accepting my current position with QSI Consulting, Inc., I was  
22             employed by ATX/CoreComm as the Director of External Affairs. In that capacity,  
23             my responsibilities included:     management and negotiation of interconnection

1 agreements and other contracts with other telecommunications carriers; management  
2 and resolution of operational impediments (including, for example, the unavailability  
3 of shared transport for purposes of intraLATA toll traffic or continual problems  
4 associated with failed hot cut processes) arising from relationships with other carriers;  
5 management of financial disputes with other carriers; design and implementation of  
6 cost minimizations initiatives; design and implementation of legal and regulatory  
7 strategies; and, management of the company's tariff and regulatory compliance  
8 filings. I was also involved in the company's business modeling as it pertained to the  
9 use of Resale services, UNE-Loops and UNE-P.

10 Before joining CoreComm, I was employed by AT&T from November 1997  
11 to October 2000 where I held positions within the company's Local Services and  
12 Access Management organization and its Law and Government Affairs organization.  
13 As a District Manager within the Local Services and Access Management  
14 organization I had responsibilities over local interconnection and billing assurance.  
15 Prior to that position, I had served as a District Manager – Law and Government  
16 Affairs where I was responsible for implementing AT&T's policy initiatives at the  
17 state level.

18 Prior to joining AT&T, I was employed (July 1996 to November 1997) as a  
19 Senior Consultant with Competitive Strategies Group, Ltd. ("CSG"), a Chicago-based  
20 consulting firm that specialized in competitive issues in the telecommunications  
21 industry. While working for CSG, I provided expert consulting services to a diverse  
22 group of clients, including telecommunications carriers and financial services firms.

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From 1994 to 1996, I was employed by the Illinois Commerce Commission (“ICC”) where I served as an economic analyst and, ultimately, as manager of the Telecommunications Division's Rates Section. In addition to my supervisory responsibilities, I worked closely with the ICC’s engineering department to review Local Exchange Carriers’ – and to a lesser extent Interexchange Carriers’ (“IXCs”) and Competitive Local Exchange Carriers’ -- tariffed and contractual offerings as well as the supporting cost, imputation and aggregate revenue data.

From 1992 to 1994, I was employed by the Illinois Department of Energy and Natural Resources where I was responsible for modeling electricity and natural gas consumption and analyzing the potential for demand side management programs to offset growth in the demand for, and consumption of, energy. In addition, I was responsible for analyzing policy options regarding Illinois' compliance with environmental legislation.

A more detailed discussion of my educational and professional experience can be found in Attachment A, attached to this testimony.

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

A. No, I have not. However, I have testified in numerous proceedings in other states, as reflected in my CV provided as Attachment A to this testimony.

1       **Q.     ON WHOSE BEHALF WAS THIS TESTIMONY PREPARED?**

2       A.     This testimony was prepared on behalf of Eschelon Telecom of Arizona, Inc. (“Eschelon” or  
3       “Eschelon Arizona”).

4  
5       **Q.     WHAT IS THE PURPOSE OF YOUR TESTIMONY?**

6       A.     I will describe the Interconnection Agreement (“ICA”) that exists between Eschelon and  
7       Qwest and demonstrate that the ICA prohibits Qwest’s recent, unilateral policy decision that  
8       the Company will deny Eschelon’s requests for expedited service delivery on a going-  
9       forward basis. I will briefly describe the expedite request process that has existed between  
10      Eschelon and Qwest since 2000 and describe why that process is the process “mutually  
11      developed” by the parties consistent with the ICA.<sup>1</sup> I will also discuss the ICA Amendment  
12      that Qwest has recently demanded Eschelon sign in order to receive expedited service  
13      delivery on a going-forward basis. Additionally, my testimony will demonstrate that Qwest’s  
14      \$200 per day additional fee is neither (a) cost based as required by the FCC’s UNE pricing  
15      rules or (b) appropriate for adoption through the Change Management Process (“CMP”) - the  
16      means by which Qwest has attempted to implement its new policy and rates.

17             I explain that Qwest charges CLECs a fee for emergency expedites of loop  
18      orders and charges no such fee to its retail customers. I explain that Qwest’s excuse  
19      for such different treatment – that Qwest does not sell loops to retail customers and  
20      therefore there is no “retail analogue” for the unbundled loop – is fatally flawed.  
21      Although the specific issue presented in this case concerns the terms and conditions  
22      under which Qwest provides expedited service delivery, the implications of Qwest’s

---

<sup>1</sup> See ICA Att. 5, §§ 3.3.3.12, BJJ Attachment A-7 at Document No. 000134.

1           “no retail analogue” position go far beyond that issue. If Qwest is free to provide  
2           expedited service delivery to its retail customers based on a more favorable set of  
3           terms than it provides for Eschelon on the theory that the unbundled loop purchased  
4           by Eschelon has no “retail analogue,” then it will be similarly free to impose a whole  
5           array of discriminatory terms with respect to provisioning of unbundled loops on a  
6           going-forward basis. Qwest could, consistent with its theory, provide repair and  
7           maintenance services for loops on less favorable terms than are available to Qwest’s  
8           retail customers, ensuring that the repair service offered to Qwest’s retail customers  
9           would always be superior to the repair service that Eschelon is able to offer. Qwest  
10          could, consistent with its theory, provide a five day standard interval for retail service,  
11          but a ten day standard interval for loop orders, thus ensuring that Eschelon could  
12          never deliver service to its customers as quickly as Qwest delivers service to its  
13          customers. In my testimony, I explain why Qwest’s argument that the concept of  
14          parity does not apply is fundamentally flawed and inconsistent with the law that  
15          requires Qwest to provide Eschelon with a meaningful opportunity to compete.

16                 Equally flawed is Qwest’s apparent position that cost-based, Commission  
17          approved rates are unnecessary regarding the capability to expedite UNE-Loop  
18          orders. Finally, I will show that Qwest’s proposed Amendment, whatever may be the  
19          Company’s supporting rationale, and its new expedite policy diminishes the  
20          Commission’s authority over rates and will serve to effectuate unreasonable  
21          discrimination against facilities-based carriers like Eschelon in favor of Qwest’s  
22          retail, resale and QPP customers.

1           While many of the opinions expressed in this testimony rely upon my  
2 understanding and interpretation of issues raised within the context of state and  
3 federal rules and regulation, the Parties interconnection Agreement and various tariff  
4 provisions, my testimony is not intended to represent a legal opinion. Rather, this  
5 testimony reflects my opinions which are based upon my experience within the  
6 telecommunications industry.

7

8       **Q. MS. BONNIE JOHNSON IS ALSO FILING TESTIMONY ON BEHALF OF**  
9       **ESCHELON IN THIS PROCEEDING. HOW DOES YOUR TESTIMONY**  
10       **RELATE TO MS. JOHNSON'S?**

11       **A.** Ms. Johnson is intimately familiar with Qwest's CMP and with the history of the  
12 Qwest expedite process. Ms. Johnson is also familiar with Eschelon's internal  
13 ordering and provisioning processes, including the details related to those expedite  
14 orders recently denied by Qwest. As such, I will rely upon Ms. Johnson and the  
15 factual foundation found in her testimony to support several of the more contractual  
16 and policy-related issues addressed in my testimony.

17

18       **SECTION 1: THE PARTIES' ICA AND THIS COMMISSION GOVERN THE**  
19       **EXPEDITE PROCESSES TO BE USED BY THE PARTIES**

20

21       **Q. DOES THE EXISTING ICA BETWEEN ESCHELON AND QWEST INCLUDE**  
22       **LANGUAGE RELATED TO HOW THE TWO PARTIES WILL HANDLE**  
23       **REQUESTS FOR EXPEDITED SERVICE DELIVERY?**

1 A. Yes, it does. For example, the following excerpt from the parties existing ICA most directly  
2 addresses requests for expedited service delivery:

3  
4 **3.2.2 Service Migrations and New Customer Additions**

5  
6 3.2.2.12 Expedite Process: U S WEST and CO-PROVIDER shall mutually  
7 develop expedite procedures to be followed when CO-PROVIDER  
8 determines an expedite is required to meet subscriber service needs.

9  
10 3.2.2.13 Expedites: U S WEST shall provide CO-PROVIDER the capability  
11 to expedite a service order. Within two (2) business hours after a request  
12 from CO-PROVIDER for an expedited order, U S WEST shall notify CO-  
13 PROVIDER of U S WEST's confirmation to complete, or not complete, the  
14 order within the expedited interval.<sup>2</sup>

15  
16  
17 **Q. THE LANGUAGE ABOVE SUGGESTS THAT THE PARTIES WILL MUTUALLY**  
18 **DEVELOP PROCEDURES TO BE APPLIED IN EXPEDITE SITUATIONS. HAVE**  
19 **THOSE PROCEDURES BEEN DEVELOPED AND UTILIZED OVER THE**  
20 **YEARS?**

21 A. Yes. It's my understanding that since 2000 Qwest and Eschelon have worked under mutually  
22 agreeable terms and conditions that have afforded Eschelon the capability to obtain repairs  
23 and to expedite orders for UNE-Loops. In fact, "emergency" conditions have been defined  
24 wherein Qwest would, under such circumstances, expedite service delivery requests without  
25 additional charges beyond those normally assessed relative to provisioning a UNE loop (as  
26 defined in the following excerpt).<sup>3</sup>

27  
28 **Expedites Requiring Approval**

---

<sup>2</sup> See ICA Att. 5, BJJ Attachment A-7 at Document No. 000134.

<sup>3</sup> See, for example, v22.0 of the PCAT's Expedites & Escalations Overview included in Attachment A-3 to Ms. Johnson's testimony.

1 For products not listed in the Pre-Approved Expedite section below, (non-  
2 designed products such as POTS, Centrex or DSL service), or if your ICA  
3 does not contain, or has not been amended to include language for expedites  
4 with an associated "per day" expedite rate for those specified designed  
5 services, the following expedite process applies. Expedite charges are not  
6 applicable with the Expedites Requiring Approval process.  
7

8 Following is a list of conditions where an expedite is granted:

- 9
- 10 • Fire
  - 11 • Flood
  - 12 • Medical emergency
  - 13 • National emergency
  - 14 • Conditions where your end-user is completely out of service (primary line)
  - 15 • Disconnect in error by Qwest
  - 16 • Requested service necessary for your end-user's grand opening event delayed for  
17 facilities or equipment reasons with a future RFS date
  - 18 • Delayed orders with a future RFS date that meet any of the above described conditions
  - 19 • National Security
  - 20 • Business Classes of Service unable to dial 911 due to previous order activity
  - 21 • Business Classes of Service where hunting, call forwarding or voice mail features are not  
22 working correctly due to previous order activity where the end-users business is being  
23 critically affected<sup>4</sup>

24 As described in Ms. Johnson's testimony, Qwest and Eschelon worked under the  
25 mutually agreeable expedite process for approximately 6 years, Eschelon had the capability to  
26 expedite UNE Loop orders during that time, and Qwest completed expedites for unbundled  
27 loop products for Eschelon consistent with these terms.<sup>5</sup> However, Qwest has recently  
28 begun to deny Eschelon's requests for expedited UNE loop orders, even where the  
29 emergency conditions are met. Qwest denies such expedite requests based on its claim that  
30 the *emergency-based Expedites Requiring Approval* process has been replaced by a separate,  
31 fee-added expedite process developed by Qwest in CMP (*i.e.*, the *fee-added Pre-Approval*  
32 *Expedite* process).

---

<sup>4</sup> See, e.g., Attachment A-3 at Document No. 00069 (V22.0) & Attachment A-4 at Document No. 000081 (V27.0); see also Attachment A-1 at Document No. 000017 (V8.0).

<sup>5</sup> See various examples provided by Ms. Johnson in Attachment D to her testimony.

1

2 **Q. IN ITS ANSWER TO ESCHELON'S COMPLAINT, QWEST ARGUES THAT**  
3 **IT HAS REPLACED THE *EXPEDITES REQUIRING APPROVAL* PROCESS.**  
4 **IS THAT CONSISTENT WITH DOCUMENTATION PROVIDED BY QWEST**  
5 **PREVIOUSLY?**

6 A. No. Qwest's own documentation (and documentation provided to CLECs via the  
7 CMP) makes clear that Qwest, when developing the fee-added "Pre-Approved  
8 Expedites" section of the process, was adding an additional option through which  
9 CLECs could expedite orders in cases where the emergency circumstances discussed  
10 above did not apply. That is, if the CLEC was willing to pay an additional \$200 per  
11 day fee, it did not have to demonstrate that the emergency conditions were met.

12

13 **Q. PLEASE IDENTIFY THE DOCUMENTATION TO WHICH YOU REFER.**

14 A. As described more fully in Ms. Johnson's testimony, Qwest responded through the  
15 CMP to a comment by Eschelon regarding certain changes to the expedite process on  
16 July 15, 2004 in which the Company stated:

17

18

19

20

21

22

23

24

25

26

3. If a CLEC chooses not to sign the amendment and pay the approved rates, this will not impact resources. For Qwest's Retail and Access customers, they are bound by the terms established in the tariffs (which have been or are in the process of being filed). Qwest did not want to shut the door for its Interconnect customers because of existing contractual obligations, **so is offering those customers two options:** 1) To be able to expedite without reason for a per-day improved rate, like the Retail and Access customer, or 2) **Continue with the existing process that is in place. Qwest is providing the Interconnect customers an additional option. If the CLEC chooses option 2, and the expedite reason is for one of those listed in the PCAT [Product**

1                    **Catalog**, they are given the same opportunity at having the due date  
2                    requested.  
3

4                    Indeed, these comments by Qwest make clear that the Company did not  
5                    replace the emergency conditions expedite capability.  
6

7                    **Q. DOES ESCHELON CONSIDER THE EMERGENCY-BASED EXPEDITE**  
8                    **PROCESS (*EXPEDITES REQUIRING APPROVAL*) PROCESS TO BE THE**  
9                    **“MUTUALLY DEVELOPED EXPEDITE PROCEDURES” DISCUSSED BY**  
10                    **THE PARTIES’ ICA?**

11                    A. Yes, it does. The *emergency-based Expedites Requiring Approval* process has been  
12                    available and used by the Parties for the entire term of the existing ICA, until recently  
13                    due to Qwest’s unilateral decision to deny Eschelon’s expedite requests.  
14

15                    **Q. GIVEN THAT THE PARTIES HAD DEVELOPED AND UTILIZED AN**  
16                    **EXPEDITE PROCESS (I.E., THE *EXPEDITES REQUIRING APPROVAL***  
17                    ***PROCESS*) CONSISTENT WITH THEIR ICA FOR YEARS, IS IT**  
18                    **REASONABLE FOR QWEST TO UNILATERALLY DENY ESCHELON’S**  
19                    **EXPEDITE ORDERS BECAUSE QWEST WOULD LIKE TO CHANGE**  
20                    **THAT PROCESS?**

21                    A. Absolutely not. Qwest’s proposal to limit current work activities such that Eschelon  
22                    is unable to use the *emergency-based Expedites Requiring Approval* process’s  
23                    expedite capability for UNE loop orders meeting the emergency criteria utilized by

1 the parties over the past several years is not agreeable to Eschelon, has not been  
2 incorporated within the companies' ICA nor approved by this Commission. As such,  
3 Qwest's actions constitute a non-negotiated change to the ICA unilaterally imposed  
4 by Qwest without Eschelon's consent or agreement.  
5

6 **Q. DOES THE PARTIES ICA ADDRESS NEGOTIATED CONTRACT**  
7 **CHANGES?**

8 A. Yes, it does. Part A, Section 7.1 of the ICA includes the following:  
9

10 Except as otherwise provided in this Agreement, no amendment or waiver of  
11 any provision of this Agreement, and no consent to any default under this  
12 Agreement, shall be effective unless the same is in writing and signed by an  
13 officer of the Party against whom such amendment, waiver or consent is  
14 claimed. If either Party desires an amendment to this Agreement during the  
15 term of this Agreement, it shall provide written notice thereof to the other  
16 Party describing the nature of the requested amendment. If the Parties are  
17 unable to agree on the terms of the amendment within thirty (30) days after  
18 the initial request there for, the Party requesting the amendment may invoke  
19 the dispute resolution process under Section 27 of this Part A of this  
20 Agreement to determine the terms of any amendment to this Agreement.  
21

22 I understand this section to mean that if a Party to this agreement desires to  
23 change it, it cannot do so without the consent of the other Party. Absent consent and  
24 agreement in that regard, I understand that the requesting Party – in this case Qwest –  
25 is required by the terms and conditions of the Parties ICA to seek a determination  
26 under the dispute resolution procedures within the Agreement. As such, Qwest's

1 actions which brought about this Complaint appear to be in contravention of the ICA  
2 as well as the Commission Order approving the ICA.

3

4 **Q. QWEST ARGUES THAT IT DEVELOPED THE NEW FEE-ADDED "PRE-**  
5 **APPROVED" PROCESS WITHIN THE CMP TO WHICH ESCHELON IS A**  
6 **PARTICIPANT. AS SUCH, ACCORDING TO QWEST, IT IS PERFECTLY**  
7 **ENTITLED TO REPLACE THE EXISTING PROCESS WITH ITS NEWER**  
8 **PROCESS. DO YOU AGREE?**

9 A. No, I do not, for several reasons. First and foremost, Eschelon, through its  
10 participation in the CMP, informed Qwest that it had no objection to the "fee-added  
11 "Pre-Approved" section being added to the expedite process as long as it was  
12 included as an additional option, and not a substitute for, the existing process.<sup>6</sup> In  
13 other words, while the original expedite capability was mutually effectuated between  
14 the parties, no such mutual agreement has been reached on Qwest's new approach,  
15 i.e., its requirement that all expedites pertaining to UNE Loops now follow the fee-  
16 added Pre-Approved section of the process. As such, it is the *emergency-based*  
17 *Expedites Requiring Approval* process that meets the requirements of the ICA, and  
18 Qwest cannot unilaterally abandon its obligations to Eschelon with respect to that  
19 process without violating the ICA.

20

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<sup>6</sup> See for example, Attachment A-7 to Ms. Johnson's Testimony at pages 000120 and 000122-000129.

1       **Q.   PLEASE DESCRIBE OTHER CLECS' REACTION TO QWEST'S**  
2       **WITHDRAWAL OF THE EXPEDITES REQUIRING APPROVAL PROCESS**  
3       **AND THE SUDDEN IMPOSITION OF AN EXTRA \$200 PER DAY**  
4       **EXPEDITE FEE.**

5       A.   As described in Ms. Johnson's testimony, multiple CLECs including, for example,  
6       McLeodUSA, PriorityOne, Integra, Velocity, AT&T, ELI, and VCI objected to the  
7       near simultaneous PCAT Version 27 and Version 30 changes which precipitated  
8       Qwest's refusal to honor expedites for unbundled loops as it had in the past. Integra's  
9       November 3, 2005, objections stated:

10  
11               Integra objects to Qwest proposed change to remove the existing approval  
12               required expedite process for designed products. When Integra signed the  
13               Qwest Expedite Amendment we were not advised that by signing the  
14               amendment it would change the current Expedites Requiring Approval  
15               process. We signed the amendment believing that this would ADD to our  
16               options of having an order completed outside the standard interval. When  
17               Integra signed the amendment UBL DS0 loops were not included as a product  
18               on the list of products in the "Pre-Approved Expedites" list. When the UBL  
19               DS0 was added to this list Integra did not comment as at that time we still  
20               believed the Expedites Requiring Approval process was in place for our use.  
21

22               Clearly, Qwest handling of these changes was unclear and brought about  
23               unexpected changes to which multiple parties to the CMP – not just Eschelon –  
24               object.  
25

1       **Q.    WHAT IS THE BASIS FOR QWEST'S REFUSAL TO PROVIDE EXPEDITES**  
2       **APPLICABLE TO UNE LOOP ORDERS EVEN WHERE EMERGENCY**  
3       **CIRCUMSTANCES EXIST?**

4       A.    On October 19, 2005, Qwest announced "Version 30" of its PCAT<sup>7</sup>, which: 1)  
5       eliminated references to expedites being provided pursuant to the ICA; 2) eliminated  
6       the *emergency-based Expedites Requiring Approval* process as an option for any  
7       product covered by the *fee-added Pre Approved Expedites* process, including  
8       unbundled loops; and 3) imposed a new unapproved per day charge for expedites  
9       subject to the *fee-added Pre-Approved Expedites* process.

10               The following is Q west's redline showing these changes from the previous  
11               version of the PCAT to Version 30:

12               Requesting an expedite follows one of two process, depending  
13               on the product being requested ~~and the language in your~~  
14               ~~Interconnection Agreement (ICA).~~ If the request being  
15               expedited is for a product ~~on the list of products contained~~ in  
16               the "Pre-Approved Expedites" section below (see below), and  
17               your ICA ~~has~~ must contain language ~~\_~~-supporting expedited  
18               requests with a "per day" expedite rate, ~~then the requested~~  
19               ~~[Word missing?] does not need approval.~~ If the request being  
20               expedited is for a product that is not on the defined list, ~~or your~~  
21               ICA ~~does not support a "per day" expedite rate,~~ then the  
22               expedite request follows the process defined in the "Expedites  
23               Requiring Approval" section below.<sup>8</sup>  
24

25

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<sup>7</sup> See Ms. Johnson's testimony and the attachments thereto for a thorough description of the Version 30 changes.

<sup>8</sup> See BJJ Attachment A-6 at Document No. 000107.  
[http://www.qwest.com/wholesale/downloads/2005/051018/PCAT\\_ExpEscl\\_V30.doc](http://www.qwest.com/wholesale/downloads/2005/051018/PCAT_ExpEscl_V30.doc).

1       **Q.    WHAT IS CMP?**

2       A.    CMP is a process that is controlled by Qwest, primarily for purposes of effectuating  
3           Operational Support System (“OSS”) and business process and product changes.  
4           Qwest uses CMP to announce changes, and/or provide CLECs with certain  
5           information concerning changes, in various Qwest pre-ordering, ordering,  
6           provisioning, maintenance and repair, and billing systems. CLECs may also use  
7           CMP to request that Qwest make certain changes to its systems, products and  
8           processes. Further detail regarding CMP is set out in the document that is attached as  
9           Attachment A-9 to Ms. Johnson’s testimony. I will refer to that Exhibit here as the  
10          “CMP Document.”

11  
12       **Q.    DOES THE CMP DOCUMENT SAY ANYTHING ABOUT THE**  
13       **RELATIONSHIP BETWEEN CMP AND THE PARTIES’ ICA?**

14  
15       A.    Yes, the CMP Document expressly recognizes the precedence of the ICA. To that  
16           end, the CMP Document provides that, in the case of any conflict between any  
17           change implemented through CMP and a CLEC’s ICA, the ICA controls. Further, if  
18           a change implemented through CMP does not present a direct conflict with a CLEC’s  
19           ICA, but would expand or abridge the rights of a party to the ICA, the ICA controls.<sup>9</sup>

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<sup>9</sup> See CMP Document at Section 1.0.

1 **Q. WHAT HAS BEEN ESCHELON'S ROLE IN CMP?**

2 A. As a large wholesale customer of Qwest's services, Eschelon must use Qwest's  
3 business processes and OSS interfaces to conduct its business. Accordingly,  
4 Eschelon receives CMP notices and participates in CMP meetings. Indeed, CMP is  
5 often the only means through which information about system and process changes  
6 can be reasonably obtained. However, it is important to note that participation does  
7 not equate to consent. As I describe below, CMP is structured so as to allow Qwest  
8 to implement changes, sometimes very important changes to existing processes,  
9 without Eschelon's or any other CLEC's agreement and, indeed, even over strenuous  
10 CLEC objections.

11

12 **Q. DOES CMP INCLUDE A MECHANISM FOR CLECS TO VOTE ON THE**  
13 **ADOPTION OF PRODUCT AND PROCESS CHANGES?**

14 A. No. Voting occurs in only two narrow circumstances. First, voting occurs for  
15 changes to the CMP Document itself and certain procedures within the CMP  
16 Document, such as whether to change the disposition level of a Change Request<sup>10</sup> or  
17 whether to grant an exception to the CMP procedures.<sup>11</sup> Second, voting occurs to  
18 prioritize proposed systems changes.<sup>12</sup> However, adoption of changes related to  
19 Qwest's processes and products such as those surrounding expedites would not  
20 require a vote.

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<sup>10</sup> CMP Document Section 5.4.3.1

<sup>11</sup> CMP Document Section 16.2.1

<sup>12</sup> See CMP Document Sections 5.2.1, 5.2.2, 10.3.3, 10.3.4 16.2, et al., and 17.0.

1       **Q.    HOW ARE CHANGES THAT ARE NOT SUBJECT TO VOTING HANDLED?**

2       A.    As discussed above, for the great majority of process matters addressed in CMP there  
3           is no voting at all. No voting occurs as to the substance of product and process  
4           changes; no vote is taken on whether a particular change request should be  
5           implemented or not. Thus, even if a change is universally opposed by CLECs, Qwest  
6           may implement such a change after the time period applicable to product and process  
7           changes has run<sup>13</sup>. Qwest refers to such changes as “notification” processes. For the  
8           highest level change – known as a “Level 4” change - which is defined as a change  
9           having a major effect on existing CLEC procedures or requiring development of new  
10          procedures (*i.e.*, most impacting change), Qwest may implement such a change in as  
11          few as 31 days after the initial announcement of the change.<sup>14</sup> In contrast, however, I  
12          understand that when a CLEC requests a change the time to address that change –  
13          whether accepted or denied – can be significantly longer.

14  
15       **Q.    WHAT IF A CLEC OPPOSES A CHANGE?**

16       A.    In contrast to the relatively quick “notice and go” process that is available to Qwest,  
17           an objecting CLEC’s only recourse is to seek expensive and time consuming dispute  
18           resolution in each state affected by the proposed change.<sup>15</sup> Indeed, despite Eschelon’s  
19           objections and attempts to resolve issues pertaining to Qwest’s unilateral withdrawal  
20           of the expedite terms Eschelon has relied upon for years, Qwest remains steadfast in

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<sup>13</sup> See CMP Document, Section 5.4.

<sup>14</sup> CMP Document at Sections 5.4.5, 5.4.5.1.

<sup>15</sup> See CMP Document at Sections 5.4, 15.0.

1 it refusal to meet the obligations contained within the Parties' ICA and has ostensibly  
2 forced Eschelon to file the Complaint in this proceeding such that the Commission  
3 can rule on the issue.

4  
5 **Q. MUCH OF THIS SECTION HAS BEEN DEVOTED TO EXPEDITED**  
6 **SERVICE INSTALLATION. DOES THE ICA ALSO ADDRESS**  
7 **MAINTENANCE AND/OR REPAIR ISSUES AND, IF SO, ARE THOSE**  
8 **SECTIONS IN ANY WAY RELATED TO THE EXPEDITE PROCESS?**

9 A. Yes, it does. Section 6.2 to Attachment 5 of the ICA states, in part:

10  
11 6.2.1 U S WEST shall provide repair, maintenance, testing, and surveillance for all  
12 Telecommunications Services and unbundled Network Elements and  
13 Combinations in accordance with the terms and conditions of this Agreement.

14  
15 6.2.1.1 U S WEST shall provide CO-PROVIDER with the same level of maintenance  
16 support as U S WEST provides itself in accordance with standards and  
17 performance measurements that U S WEST uses and/or which are required by  
18 law, regulatory agency, or by U S WEST's own internal procedures,  
19 whichever are the most rigorous. These standards shall apply to the quality of  
20 the technology, equipment, facilities, processes ,and techniques (including,  
21 but not limited to, such new architecture, equipment, facilities, and interfaces  
22 as U S WEST may deploy) that U S WEST provides to CO-PROVIDER  
23 under this Agreement.

24  
25 6.2.1.2 U S WEST shall provide a SPOC (Single Point of Contact) for Residence, and  
26 a SPOC for Business for CO-PROVIDER to report via a toll free telephone  
27 number maintenance issues and trouble reports twenty four (24)hours a day  
28 and seven (7) days a week. The SPOC Residence toll free number, and SPOC  
29 Business toll free number, will be the numbers for all of U S WEST's fourteen  
30 (14) states.

31  
32 6.2.1.3U S WEST shall provide CO-PROVIDER maintenance dispatch personnel on  
33 the same schedule that it provides its own Customers.

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The maintenance and repair terms and the expedite capability are related in two important ways. First, from the perspective of end user customers, it's often times unclear whether the "fix" to the trouble on their line is performed by a repair or placing an expedited order, which is how the carriers might view the same situation. Indeed, if a line was accidentally taken out of service, the carriers may fix the trouble under either the repair provisions or the expedite provisions of the ICA depending upon a number of circumstances specific to the issue at hand. However, the end user is likely to consider the solution to be a "repair." Second, whatever the case may be, the Agreement calls for non discriminatory treatment in both instances, repair and expedited installation.

Based at least in part on this language, Eschelon has an expectation that it will remain able to access the same maintenance terms and procedures available to Qwest's other customers -- whether retail, resale or QPP -- under terms and conditions that are non-discriminatory. The terms and conditions under which Eschelon is able to request and receive such repair and expedited installation work must leave Eschelon situated similar to Qwest's other customers. Clearly, Qwest unilateral withdrawal of the *emergency-based Expedites Requiring Approval* process as it related to UNE loops does not leave Eschelon similarly situated.

1 **SECTION 2: ESCHELON DOES NOT REQUIRE QWEST'S PROPOSED**  
2 **AMENDMENT**

3  
4 **Q. AT PAGE 2 OF ITS ANSWER TO ESCHELON'S COMPLAINT IN THIS**  
5 **PROCEEDING, QWEST STATES THAT SINCE "JULY 2005, HUNDREDS OF**  
6 **CLECS HAVE OPTED INTO THE "EXPEDITE PROCESS" OPPOSED BY**  
7 **ESCHELON HERE." IF THAT IS THE CASE, WHAT IS THE BIG DEAL; WHY**  
8 **DOESN'T ESCHELON JUST GET ON BOARD?**

9 A. Qwest's statement that "hundreds" of CLECs have opted in since July of 2005 distorts the  
10 true picture. Qwest's response to ESCH 01-P002 makes clear that a vast majority of the  
11 CLECs in Arizona have not opted into the expedite process after V30.0 as Qwest insinuated  
12 in its claim.

13  
14 **Q. DESCRIBE THE GENERIC AMENDMENT THAT QWEST HAS DEMANDED**  
15 **ESCHELON SIGN FOR PURPOSES OF EFFECTUATING EXPEDITES VIA THE**  
16 **FEE-ADDED PRE-APPROVED PROCESS.**

17 A. In response to that same data request, Qwest has provided the generic language (set 3)  
18 which identifies only the *fee-added Pre-Approved* section of the expedite procedures  
19 formerly honored by the company. That is, *emergency-based Expedites Requiring*  
20 *Approval* are completely absent from the proposed amendment,<sup>16</sup> and the only option  
21 by which expedites can be granted – even in emergency situations – is the \$200 per  
22 day process.

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<sup>16</sup> This is true, under Qwest's amendment terms, even when Qwest makes the error that causes the service outage (i.e., "Qwest disconnect in error). See the final 10 pages of Attachment B to the testimony of Ms. Johnson.

1       **Q.    WHY HASN'T ESCHELON SIGNED THIS AMENDMENT?**

2       A.    Eschelon believes it already has a mutually developed expedite process in place  
3           between itself and Qwest, consistent with its existing ICA, and does not wish to  
4           relinquish its rights in this regard.  Further, as a matter of its business practice,  
5           Eschelon expedites orders in emergency situations and as such, the existing  
6           *emergency-based Expedites Requiring Approval* process suits its needs.  Further yet,  
7           Eschelon does not believe that the \$200 per day expedite fee unilaterally established  
8           by Qwest in its proposed amendment is cost-based or reasonably calculated.  Indeed,  
9           as I describe in more detail below, Eschelon believes this rate allows Qwest to  
10          recover additional monies where it incurs no additional costs and, in some  
11          circumstances, may be duplicative with other provisioning charges already recovered  
12          by Qwest.  Finally, Eschelon believes that signing the amendment would give Qwest  
13          free reign to discriminate against Eschelon by assessing fees upon Eschelon for  
14          expedite requests, wherein Qwest does not assess such fees to its own retail customers  
15          or to competing carriers relying upon Qwest's resale and/or QPP products.  Given all  
16          of these reservations, Eschelon has chosen to exercise its right to keep the terms  
17          called for within its Commission-approved ICA.

18  
19       **Q.    HOW HAS QWEST RESPONDED TO ESCHELON'S REQUEST THAT**  
20       **QWEST CONTINUE TO HONOR THE EXPEDITE PROCESS PROVIDED**  
21       **FOR IN THE PARTIES' CURRENT ICA?**

1 A. Qwest has refused to honor the ICA and is playing “hard-ball” in that it denies  
2 Eschelon expedite requests for unbundled loops that it willingly accommodated under  
3 the existing process for numerous years. As discussed in more detail by Ms. Johnson,  
4 Qwest’s actions in this regard have had detrimental, service-impacting implications  
5 for Eschelon’s customers.

6  
7  
8  
9 **SECTION 3: QWEST’S NEW POLICY, IF IMPOSED IN LIEU OF THE**  
10 **EXISTING TERMS, IS DISCRIMINATORY AND ITS**  
11 **PROPOSED EXPEDITE FEE IS UNREASONABLE**

12  
13 **Q. PLEASE EXPLAIN ESCHELON’S CONCERN REGARDING THE**  
14 **DISCRIMINATORY NATURE OF QWEST’S PROPOSED CONDUCT.**

15 A. Even with the advent of its new *fee-added Pre-Approved Expedite* process, Qwest  
16 continues to expedite service requests for facilities carrying similar products both for  
17 its own retail customers, and for Qwest resale and QPP customers at no additional  
18 charge in emergencies. As such, were Eschelon to sign Qwest’s proposed  
19 amendment, it would be forced to forfeit its capability to access UNE loops in an  
20 expedited manner under emergency conditions and would have to pay an additional  
21 \$200/day fee while Qwest and other Eschelon competitors relying upon Qwest’s  
22 finished products such as resale and QPP (as opposed to unbundled network  
23 elements) would pay no such fee. Such a policy on the part of Qwest typifies the very  
24 type of discrimination prohibited by the Telecommunications Act and the FCC’s  
25 implementing rules.

1       **Q.     PLEASE IDENTIFY THE FCC RULES GOVERNING DISCRIMINATION AS**  
2       **IT RELATES TO UNES.**

3       A.     Section 251(c)(3) of the Telecommunications Act requires that Qwest provide access  
4       to unbundled network elements, including unbundled local loops, on rates, terms and  
5       conditions that are just, reasonable and non-discriminatory. The FCC *First Report*  
6       *and Order*<sup>17</sup> further defined the meaning of "just, reasonable and non-  
7       discriminatory," which was included in CFR §51.313. Specifically, the Order stated  
8       that at the minimum, the obligation of "just, reasonable and non-discriminatory"  
9       includes two conditions: First, the ILECs should provide unbundled network  
10      elements to requesting carriers under terms and conditions that are equal to the terms  
11      and conditions under which the ILEC provides the service to itself.<sup>18</sup> Second, the  
12      ILECs should offer equal terms and conditions to all carriers requesting unbundled  
13      network elements.<sup>19</sup> Further, the Order noted that the obligation of "just, reasonable  
14      and non-discriminatory" terms and conditions are such conditions that provide the  
15      requesting carriers a meaningful opportunity to compete:

16             The duty to provide unbundled network elements on "terms, and  
17             conditions that are just, reasonable, and nondiscriminatory" means,  
18             at a minimum, that whatever those terms and conditions are, they  
19             must be offered equally to all requesting carriers, and where  
20             applicable, they must be equal to the terms and conditions under  
21             which the incumbent LEC provisions such elements to itself. We  
22             also conclude that, because section 251(c)(3) includes the terms  
23             "just" and "reasonable," this duty encompasses more than the  
24             obligation to treat carriers equally. Interpreting these terms in light

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<sup>17</sup> FCC Dockets CC Nos. 96-98 and 95-185, *First Report and Order*, adopted on August 1, 1996.

<sup>18</sup> CFR §51.313(b).

<sup>19</sup> CFR §51.313(a).

1 of the 1996 Act's goal of promoting local exchange competition,  
2 and the benefits inherent in such competition, we conclude that  
3 these terms require incumbent LECs to provide unbundled  
4 elements under terms and conditions that would provide an  
5 efficient competitor with a meaningful opportunity to compete.  
6 Such terms and conditions should serve to promote fair and  
7 efficient competition. This means, for example, that incumbent  
8 LECs may not provision unbundled elements that are inferior in  
9 quality to what the incumbent provides itself because this would  
10 likely deny an efficient competitor a meaningful opportunity to  
11 compete.<sup>20</sup>  
12

13 In addition, the Order stated that the provision of unbundled network elements  
14 does not relieve the ILEC from the duty to maintain and repair the unbundled network  
15 element:

16 We conclude that we should adopt our proposed interpretation that  
17 the terms "access" to network elements "on an unbundled basis"  
18 mean that incumbent LECs must provide the facility or  
19 functionality of a particular element to requesting carriers, separate  
20 from the facility or functionality of other elements, for a separate  
21 fee. We further conclude that a telecommunications carrier  
22 purchasing access to an unbundled network facility is entitled to  
23 exclusive use of that facility for a period of time, or when  
24 purchasing access to a feature, function, or capability of a facility,  
25 a telecommunications carrier is entitled to use of that feature,  
26 function, or capability for a period of time. The specified period  
27 may vary depending on the terms of the agreement between the  
28 incumbent LEC and the requesting carrier. The ability of other  
29 carriers to obtain access to a network element for some period of  
30 time does not relieve the incumbent LEC of the duty to maintain,  
31 repair, or replace the unbundled network element.<sup>21</sup>  
32

33 The final rules defining the meaning of "just, reasonable and  
34 nondiscriminatory" access to UNEs prescribed that an ILEC must provide a carrier

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<sup>20</sup> *First Report and Order* ¶315 (emphasis added; footnotes omitted).

<sup>21</sup> *Id.*, ¶268 (emphasis added; footnotes omitted).

1 purchasing UNEs with the pre-ordering, ordering, provisioning, maintenance and  
2 repair, and billing functions of the incumbent LEC's operations support systems.<sup>22</sup>

3

4 **Q. DO SIMILAR PROHIBITIONS ON DISCRIMINATION EXIST UNDER**  
5 **ARIZONA LAW?**

6 A. Yes. The following excerpts from Arizona law contain provisions that require public  
7 service corporations to offer just and reasonable rates and services.

8 **40-334. Discrimination between persons, localities or classes of**  
9 **service as to rates, charges, service or facilities prohibited**

10 A. A public service corporation shall not, as to rates, charges,  
11 service, facilities or in any other respect, make or grant any  
12 preference or advantage to any person or subject any person to any  
13 prejudice or disadvantage.

14 B. No public service corporation shall establish or maintain any  
15 unreasonable difference as to rates, charges, service, facilities or in  
16 any other respect, either between localities or between classes of  
17 service.

18 C. The commission may determine any question of fact arising  
19 under this section.”

20

21 **Ariz. Constn. Art. 15, Sec 12. Charges for service;**  
22 **discrimination; free or reduced rate transportation**

23 All charges made for service rendered, or to be rendered, by public  
24 service corporations within this state shall be just and reasonable,  
25 and no discrimination in charges, service, or facilities shall be  
26 made between persons or places for rendering a like and  
27 contemporaneous service, except that the granting of free or  
28 reduced rate transportation may be authorized by law, or by the  
29 corporation commission, to the classes of persons described in the

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<sup>22</sup> CFR §51.313(c).

1 act of Congress approved February 11, 1887, entitled An Act to  
2 Regulate Commerce, and the amendments thereto, as those to  
3 whom free or reduced rate transportation may be granted.  
4

5 **Q. HOW DOES QWEST VIOLATE THE NON-DISCRIMINATORY**  
6 **OBLIGATIONS OF THE LAW WITH REGARD TO THE EXPEDITE ISSUE?**

7 A. Qwest's violation stems from the fact that it denies Eschelon terms and conditions  
8 that are equal to the terms and conditions under which Qwest provides service to  
9 itself and to its resale and QPP customers. As a result, Qwest denies Eschelon a  
10 meaningful opportunity to compete.

11  
12 **Q. DESCRIBE THE BASIS FOR YOUR CONCLUSION THAT QWEST**  
13 **PROVIDES THESE SAME TYPES OF EXPEDITES (THAT IT DENIES**  
14 **ESCHELON) FOR ITS RESALE AND QPP CUSTOMERS.**

15 A. Qwest continues to grant free-of-charge expedite requests at no additional charge to  
16 its resale and QPP customers in emergency situations. Eschelon knows this for a fact  
17 from its own operational experience because Eschelon serves some of its customers  
18 through Qwest's QPP offerings. In addition, the fact that Qwest grants expedites  
19 under emergency conditions to its resale and QPP customers without an additional  
20 charge is captured in the current version of Qwest's *Local Business Procedures*,  
21 "Expedites and Escalation Overview – V40.0."<sup>23</sup> A review of this document shows

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<sup>23</sup> See <http://www.qwest.com/wholesale/clecs/exesclover.html>. According to this document, if the product for which expedite is requested is not listed under the *fee-added Pre-Approved Procedure* (procedure that requires a \$200 per day fee), it is subject to *emergency-based Expedites Requiring Approval Process*. A

1           that Qwest allows an emergency expedite process for carriers using resale and QPP  
2           products, but not those, such as Eschelon, who purchase UNE-loops.

3

4           **Q.   PLEASE DESCRIBE THE BASIS FOR YOUR CONCLUSION THAT QWEST**  
5           **PROVIDES THESE SAME TYPES OF EXPEDITES (THAT IT DENIES**  
6           **ESCHELON) FOR ITS RETAIL CUSTOMERS.**

7           A.   With regard to Qwest's retail services, Qwest does not charge (or waives) non-  
8           recurring charges – one of which is the expedite fee – for the reestablishment of  
9           service in the case of fire, flood or other occurrences attributed to an Act of God.  
10          Eschelon reaches this conclusion based on its examination of Qwest's Arizona tariffs.  
11          Specifically, Qwest's "retail" tariffs such as the *Competitive Private Line Transport*  
12          *Services Tariff* and *Competitive Advanced Communications Services* contain  
13          sections<sup>24</sup> stating that non-recurring charges (including the expedite fee<sup>25</sup>) do not  
14          apply for the reestablishment of service following fire, flood or other Acts of God. In

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review of the product list under the *fee-added Pre-Approved Process* shows that neither QPP, nor "basic" non-designed resale products such as POTS or Centrex are subject to the *fee-added Pre-Approval* process.

<sup>24</sup> Section 3, p. 6 and Section 3, p.14 correspondingly. See Attachment B to this testimony for the copies of the tariff pages.

<sup>25</sup> The expedite order charge of \$200 per day (the same amount as the expedite charge under Qwest's fee-added expedite procedure for CLECs) is listed in Qwest's *Competitive Private Line Transport Services Tariff*, Section 4, page 7. Several other tariffs, including the *Competitive Advanced Communications Services Tariff* (Section 3, p. 1) incorporate this charge by referencing the *Competitive Private Line Transport Services Tariff*. See Attachment B to this testimony for the copies of the tariff pages.

1 other words, Qwest's retail customers who order expedite restoration of service under  
2 certain emergency conditions, such as flood or fire, would not be charged or would be  
3 given a waiver not only for the expedite charge, but also for any other applicable non-  
4 recurring charges. Such treatment would not extend to Eschelon under Qwest's  
5 proposed ICA amendment and the *new fee-added expedite* process.

6 In addition, from an even more practical standpoint Qwest's retail customers  
7 would not follow the same "placing a new order process" when the customer needs to  
8 restore service disconnected due to emergency or error. A retail customer that notices  
9 that his or her service is not working would typically call Qwest's repair service  
10 (unaware that the circuit was disconnected rather than broken). It's my understanding  
11 that Qwest does not make the retail customer place a new order and wait the standard  
12 service date interval – as Qwest requires from CLECs. Further, the issue of "expedite  
13 orders" often arises simply because of the method Qwest has chosen to treat  
14 erroneous disconnects of its wholesale customers – "placing a new order" process  
15 rather than the "repair process." If Qwest were using the repair process, CLECs  
16 would not have to wait the 5-day service date interval (the interval applicable to new  
17 wholesale orders) or pay an expedite fee, but could instead expect a quick repair, the  
18 interval for which, in the case of a DS1 circuit, is only 4 hours.<sup>26</sup> The case of the  
19 non-profit rehabilitation center described in Eschelon's Complaint illustrates the

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<sup>26</sup> According to the currently effective Qwest's *Service Interval Guide for Resale, UNE and Interconnection Services*, the interval for repair of a DS1-capable loop is 4 hours, while the interval for an installation of a DS1 capable loop is 5 days. (See [http://www.qwest.com/wholesale/downloads/2006/060615/InterconnSIG\\_V71.doc](http://www.qwest.com/wholesale/downloads/2006/060615/InterconnSIG_V71.doc), p. 90)

1 difference in service restoration intervals between Qwest's "repair process" and "new  
2 order" process: Recall that during the first disconnect (while the center was still in  
3 Qwest's repair systems as "an existing circuit") the connection was restored via the  
4 repair mechanism on the same day. However, after this circuit was removed from  
5 Qwest's repair systems a day later, and another disconnect occurred, Qwest required  
6 that Eschelon place a new order for this circuit and wait 5 days (the service date  
7 interval for this type of new orders) for the circuit to be restored.

8  
9 **Q. ARE YOU SAYING THAT DISCRIMINATION ARISES BECAUSE**  
10 **EXPEDITES AND REPAIRS FOR UNE-LOOP BASED CLECS SUCH AS**  
11 **ESCHELON ARE TREATED DIFFERENTLY COMPARED TO RETAIL,**  
12 **RESALE OR QPP CUSTOMERS?**

13 A. Not exactly. From the economic<sup>27</sup> standpoint, discrimination arises when the  
14 difference in rates, terms or conditions is not based on cost. In this specific case of  
15 expedites, discrimination arises because Qwest is requiring CLECs such as Eschelon  
16 to pay a fee for an expedite that it provides for no additional charge to its other  
17 customers. As I explain below, costs that Qwest may incur during an expedite –  
18 whether it is an expedite for its own retail customer or a UNE-loop based CLEC – are  
19 likely to be very small relative to the \$200 per day fee that Qwest intends to impose  
20 on Eschelon. For its retail customers, Qwest chooses to absorb these costs itself,

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<sup>27</sup> Here I am focusing on discrimination in economic sense as opposed to other types of discrimination such as racial discrimination, which is not applicable in the context of this case.

1 offering a free<sup>28</sup> expedite in case of flood and fire. At the same time, for its UNE-  
2 loop customers, Qwest is attempting to collect a significant fee in a similar  
3 emergency situation, where no cost justification exists.  
4

5 **Q. HOW DO YOU RESPOND TO QWEST'S ARGUMENT THAT IT WOULD**  
6 **BE DISCRIMINATORY TO OFFER ESCHELON EMERGENCY EXPEDITE**  
7 **WITHOUT AN ADDITIONAL \$200 PER DAY FEE WHERE SOME OTHER**  
8 **CLECS MUST PAY A FEE?<sup>29</sup>**

9 A. Qwest's argument is without merit. First, Eschelon does not argue for exclusive  
10 conditions for itself. On the contrary, Eschelon's position is that CLECs should have  
11 a choice of opting into ICAs and ICA amendments that best suit their business  
12 models, instead of all CLECs being forced to sign the same amendment. Clearly,  
13 Section 252(i) of the Telecommunications Act provides CLECs the ability to opt into  
14 other CLECs' ICAs:

15 AVAILABILITY TO OTHER TELECOMMUNICATIONS CARRIERS.--A  
16 local exchange carrier shall make available any interconnection,  
17 service, or network element provided under an agreement  
18 approved under this section to which it is a party to any other  
19 requesting telecommunications carrier upon the same terms and  
20 conditions as those provided in the agreement.  
21

22 Second, different CLECs have different business models and needs. As explained in  
23 Ms. Johnson's testimony, it was a CLEC, Covad, who requested a fee-added expedite

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<sup>28</sup> If only the expedite charge is waived, there are other fees. If Qwest waives additional NRCs as well for its retail customers, the expedite is actually free (whereas CLECs pay the NRCs).

<sup>29</sup> Qwest's Corporation's Answer to Eschelon's Complaint at 17-18.

1           – a process that suited Covad’s business needs. Eschelon did not have a problem with  
2           the optional process as long as the other, emergency-based expedite – an expedite that  
3           better suited Eschelon’s business needs – was still available to CLECs. Third, as I  
4           discussed above, discrimination arises when the difference in treatment is not based  
5           on cost. Note that the difference in the emergency expedite and fee-added expedite is  
6           that the first is subject to approval based on the presence of emergency conditions and  
7           resource availability, while the second is granted unconditionally. In other words,  
8           Eschelon’s expectation that Qwest offers a choice of expedite terms (or a choice of  
9           any other terms in general) does not mean that Eschelon is asking for preferential  
10          treatment. For example, an arbitrator in a recent Verizon arbitration case in  
11          Washington came to the same conclusion:

12                   The fact that there are differences in change of law provisions  
13                   among various agreements is not discriminatory: It reflects the  
14                   variations in negotiation and arbitration of terms in interconnection  
15                   agreements. The interconnection agreements are filed with the  
16                   Commission and available for review. CLECs have opted into a  
17                   number of agreements, including the agreement originally  
18                   arbitrated by MCI.<sup>30</sup>  
19

20          **Q.    HOW DO YOU RESPOND TO QWEST’S ARGUMENT THAT A**  
21          **COMPARISON OF EXPEDITE PROCESSES THAT QWEST OFFERS TO**  
22          **RETAIL CUSTOMERS VERSUS UNE-LOOP BASED CLECS IS**

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<sup>30</sup> Washington State Utilities and Transportation Commission, Docket UT-043013, Order No. 17 *Arbitrator’s Report and Decision* dated July 8, 2005 at ¶79.

1           **INAPPROPRIATE BECAUSE QWEST DOES NOT OFFER UNE LOOPS TO**  
2           **ITS RETAIL CUSTOMERS?**<sup>31</sup>

3           A.     This argument is nonsensical. By stating that parity is not an issue, Qwest is  
4           implicitly denying the fact that retail customers are served with network facilities, a  
5           key component of which is the loop<sup>32</sup> and uses its denial to further its proposition that  
6           the capability to expedite loop orders and the prices at which such orders can be  
7           expedited fall outside of the Commission's purview. Qwest denies the unbundling  
8           obligation imposed on it by the Telecommunications Act. Indeed, the FCC  
9           developed national unbundling rules and the Arizona Commission went through  
10          lengthy proceedings to establish unbundled loop rates - and all this effort was to allow  
11          competitive carriers such as Eschelon an opportunity to compete with ILECs,  
12          including Qwest. Just because Qwest does not have a product for itself or its retail  
13          customers under that same name, does not change the fact that Qwest *utilizes* the loop  
14          facility when serving its retail customers. Further, in utilizing loop facilities when  
15          serving its retail customers, Qwest implicitly bears costs associated with this loop  
16          facility – costs that, by design, are very similar to the UNE loop rates. Because the  
17          very purpose of these unbundling and pricing rules was to create competition in retail  
18          markets, Qwest's denial that the concept of parity is appropriate here (and its related  
19          maneuvering of the expedite capability and prices associated with that capability such  
20          that the two begin to fall outside of this Commission's jurisdiction) is fatally flawed.

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<sup>31</sup> See Attachment A-7 to Ms. Johnson's testimony at Document No. 000124..

<sup>32</sup> Regardless of whether the loop facility is called a loop, a line, a pipe or some other name, it is the facility over which the carrier provides its services to the end user customer.

1 Qwest's actions and arguments in this regard should be considered rather portentous,  
2 and the Commission should stop Qwest now lest it take back the last mile, one inch at  
3 a time.

4

5 **Q. DOES QWEST'S CONDUCT IN REFUSING TO PROVIDE ESCHELON**  
6 **EXPEDITES UNDER THE CURRENT ICA LIMIT ESCHELON'S**  
7 **OPPORTUNITY FOR MEANINGFUL COMPETITION?**

8 A. Yes. First, as I explained above, Eschelon and its end-user customers are being  
9 treated in a discriminatory fashion compared to Qwest's retail, resale and QPP  
10 customers. As such, Eschelon is being competitively disadvantaged. Second, Qwest  
11 is attempting to change business terms outside the existing lawful mechanisms such  
12 as the mutually agreed upon ICAs and Commission-approved rates and conditions.  
13 Such attempts not only impose additional litigation cost on Eschelon, but also create  
14 an uncertainty regarding future market conditions: If Qwest succeeds in this attempt  
15 to unilaterally change wholesale rates and terms to its advantage outside of a  
16 negotiated agreement and take away the Commission's jurisdiction in its ability to set  
17 wholesale rates, what guarantees exist that such behavior won't become the norm?  
18 Third, Qwest's additional, per-day expedite charge has the potential to add substantial  
19 costs for Eschelon. For example, an expedite over the standard 5-day service date  
20 interval would require a total charge of \$1,000 per circuit. This is a significant charge  
21 when compared, for example, to the Commission-approved installation non-recurring

1 charge for a DS1 circuit, which is only \$87.93 per circuit.<sup>33</sup> Clearly, an additional  
2 \$1,000 non-recurring charge is a substantial amount to recover from the customer's  
3 monthly revenues. Depending on the facility and the length of time a customer  
4 remains with Eschelon, Eschelon may never recover the \$1,000 expedite charge over  
5 the "life" of the customer line.

6  
7 **Q. ALTHOUGH THE \$200 PER DAY FEE IS SUBSTANTIALLY HIGHER**  
8 **THAN OTHER NON-RECURRING CHARGES SUCH AS THE**  
9 **INSTALLATION CHARGE, IS THIS FEE LARGE ENOUGH TO JUSTIFY**  
10 **ESCHELON'S COST OF LITIGATING THIS CASE?**

11 A. No. Eschelon brought this case not simply to address the narrower issue of the  
12 emergency expedite, but rather to bring before the Commission a larger real concern,  
13 to which the expedite issue is an illustration: That Qwest has been taking away the  
14 Commission's jurisdiction in setting wholesale rates, and has been unilaterally  
15 changing wholesale rates, terms and conditions to its advantage. Such conduct affects  
16 Arizona customers, other carriers, and the public interest. As I have stated above, this  
17 is a grave concern of Eschelon's, and the Commission should be concerned about  
18 Qwest's actions too.

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<sup>33</sup> Section 9.2.5.1 of Exhibit A to the Qwest-AZ SGAT provided as Attachment C to this testimony.

1       **Q.    WHAT ARE YOUR SPECIFIC CONCERNS ABOUT THIS \$200 PROPOSED**  
2       **FEE?**

3       A.    I have three main concerns that I discuss in detail below. First, the proposed fee has  
4       not been approved by the Commission. Second, Qwest has not provided any cost  
5       support for this rate. Third, based upon my experience with telecommunications  
6       carriers' cost studies, it seems highly unlikely that Qwest's proposed \$200 per day fee  
7       has any recognizable relationship to underlying costs that may be incurred by Qwest  
8       to expedite an order.

9  
10       **Q.    PLEASE EXPLAIN YOUR CONCERNS REGARDING THE BASIS FOR**  
11       **QWEST'S EXPEDITE FEE IN MORE DETAIL.**

12       A.    First, the amount of this proposed fee is a unilateral Qwest construction that has not  
13       been subjected to Commission scrutiny or approval nor is it the result of voluntarily  
14       negotiations between carriers. Second, it is a rate that Qwest implemented via the  
15       CMP, in direct contravention of Commission orders indicating the CMP was not to be  
16       used for rate-setting purpose. Further, there is no cost study or supporting  
17       documentation presented by Qwest as support for this fee,<sup>34</sup> even though it is clearly a  
18       rate assessed for purposes of accessing a UNE and as such, is subject to the FCC's  
19       Total Element Long Run Incremental Cost ("TELRIC") rules. Those rules require

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<sup>34</sup> As explained in Mr. Johnson's testimony, Eschelon requested a cost study for this rate, and Qwest responded that none exists.

1           that Qwest bear the burden of proving that any such rate it proposes covers only the  
2           reasonable, underlying costs of providing the relevant feature or function.

3

4           **Q.    WHAT IS THE BASIS FOR YOUR STATEMENT THAT THE EXPEDITE**  
5           **FEE SHOULD BE SUBJECT TO TELRIC RULES?**

6           A.    This conclusion follows directly from the FCC's language regarding "access to  
7           unbundled elements" reflected in CFR §51.307 and 51.313. Specifically, the rules  
8           state:

9                        An incumbent LEC shall provide a requesting telecommunications  
10                       carrier access to an unbundled network element, along with all of  
11                       the unbundled network element's features, functions, and  
12                       capabilities, in a manner that allows the requesting  
13                       telecommunications carrier to provide any telecommunications  
14                       service that can be offered by means of that network element.<sup>35</sup>

15

16                       An incumbent LEC must provide a carrier purchasing access to  
17                       unbundled network elements with the pre-ordering, ordering,  
18                       provisioning, maintenance and repair, and billing functions of the  
19                       incumbent LEC's operations support systems.<sup>36</sup>

20

21

22           In its *First Report and Order*, the Federal Communications Commission ("FCC")  
23           similarly found that the requirement to provide "access" to UNEs must be read  
24           broadly, concluding that the Act requires that UNEs "be provisioned in a way that  
25           would make them useful."<sup>37</sup>

26

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<sup>35</sup> CFR §51.307(c).

<sup>36</sup> CFR §51.313(c)

<sup>37</sup> *First Report and Order*, ¶268.

1 As evident from these citations, an unbundled network element includes not only the  
2 physical facility, but also all the capabilities of providing service, such as  
3 provisioning and maintenance and repair. As accurately summarized by the North  
4 Carolina Commission in a recent BellSouth proceeding, “[t]he Commission also  
5 believes that expediting service to customers is simply one method by which  
6 BellSouth can provide access to UNEs and that, since BellSouth offers service  
7 expedites to its retail customers, it must provide service expedites at TELRIC rates  
8 pursuant to Section 251 of the Act and Rule 51.311(b).”<sup>38</sup> Based on this reasoning,  
9 the North Carolina Commission affirmed its initial decision that BellSouth must  
10 provide service expedites at TELRIC-compliant rates. In addition, the North Carolina  
11 Commission ordered that BellSouth and the Joint Petitioners negotiate an appropriate  
12 rate for service expedites. If the parties were unable to negotiate a rate, BellSouth was  
13 required to submit a TELRIC cost study for the Commission's review and approval.<sup>39</sup>  
14

15 **Q. PLEASE EXPLAIN YOUR THIRD CONCERN ABOUT THE \$200 EXPEDITE**  
16 **FEE – I.E., YOUR CONCERN THAT THIS RATE IS NOT COST-BASED.**

17 A. Under an expedite request, Qwest performs the same work it would undertake under  
18 standard service date intervals, with the main difference being that this work is  
19 performed earlier. Clearly, the simple fact that the work is performed earlier does not  
20 necessarily mean that it costs more to undertake the very same activities. This is

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<sup>38</sup> North Carolina Utilities Commission Dockets Nos. P-772 Sub. 8, P-913 Sub. 5, P-1202 Sub 4, *Order* dated February 8, 2006, p. 47.

<sup>39</sup> *Id.*

1 especially true when you consider the fact that under the emergency-based  
2 *emergency-based Expedites Requiring Approval* previously employed by the two  
3 companies, Qwest scheduled an approved expedite request based on resource  
4 availability.<sup>40</sup> In other words, an emergency expedite request was addressed by  
5 Qwest's employees who would be otherwise available and not engaged on other jobs  
6 (but nevertheless paid by Qwest). In these circumstances, an emergency expedite  
7 would likely do little more than change the date of the job performed, without  
8 imposing any additional costs on Qwest. The only cost that Qwest *may* incur would  
9 be the cost of processing the expedite order – which is likely to be relatively small.  
10 For example, Qwest's SGAT contains the Commission-approved rate that may be  
11 considered a proxy, or at least a ballpark estimate, of the likely additional costs<sup>41</sup> (if  
12 any) that Qwest would incur for processing an expedite order. This rate is the charge  
13 for Date Change of \$10.22 per date change.<sup>42</sup>

14 Second, if additional work were required under the *emergency-based*  
15 *Expedites Requiring Approval* for an Eschelon's expedite request, the ICA contains a  
16 provision that "expedite charges may apply."<sup>43</sup> For example, in such cases as the  
17 disconnect at the rehabilitation center Eschelon was willing to pay (which was  
18 communicated to Qwest) Commission-approved rates through repair and installation,

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<sup>40</sup> See for example, Qwest's *Local Business Procedures*, "Expedites and Escalation Overview – V40.0"  
available at <http://www.qwest.com/wholesale/clecs/exescover.html>.

<sup>41</sup> I say additional here because the standard NRCs continue to apply. Hence, it is the "additional" \$200 per day expedited fee which Qwest now seeks that must be examined from a cost perspective.

<sup>42</sup> Section 9.20.12 of Qwest-AZ SGAT provided as Attachment C to this testimony.

<sup>43</sup> ICA, Attachment 5, Section 3.2.4.2.1.

1           dispatch or hourly rates if such additional work or out-of-hours work was required to  
2           complete the expedite.<sup>44</sup> Because these rates are directly tied to the amount of time  
3           required of Qwest's technicians to undertake the desired expedite activity, and also  
4           because they are approved by the Commission, they are likely to be "cost-based."  
5           Qwest's \$200 per day fee, on the other hand, bears no apparent relationship to any  
6           amount of time, level of work or resultant cost Qwest might incur to actually fulfill  
7           such a request.

8                       Third, it is not clear that an expedite request causes Qwest to incur any  
9           increased cost beyond those already accounted for in its existing NRCs for standard  
10          provisioning interval. In such circumstances, Qwest's entire \$200 per day expedite  
11          fee (which could be as high as \$1,000 to shorten a standard service date interval of 5  
12          days) would be duplicative of its existing NRCs and as such, wholly inappropriate  
13          given the FCC's pricing rules and previous decisions of this Commission.

14                      Fourth, CFR § 51.507 requires that "[e]lement rates shall be structured  
15          consistently with the manner in which the costs of providing the elements are  
16          incurred." Recall that the rate basis of this charge is per day. As I explained above,  
17          the only likely cost of performing a job five days earlier than the standard interval is  
18          the cost of processing of the expedite order. This cost is clearly a per-order, not per-  
19          day cost. Because it is hard to imagine circumstances that would drive costs of an

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<sup>44</sup> No amendment is required to do so, because the ICA already reflects these terms and Commission-approved rates.

1 expedite request to be per-day-based, Qwest's decision to charge this rate on a per-  
2 day basis indicates that this rate is not cost-based.

3 These concerns alone are enough to warrant rejection of Qwest's position and  
4 should be of significant concern to the Commission who has reserved its right to  
5 approve all UNE-related rates assessed by Qwest.

6

7 **Q. YOU MENTIONED THAT IN THE CASE OF THE REHABILITATION**  
8 **CENTER ESCHELON WAS WILLING TO PAY ANY ADDITIONAL**  
9 **COMMISSION-APPROVED CHARGES IF ADDITIONAL WORK WAS**  
10 **REQUIRED SUCH AS INSTALLATION OR AFTER HOURS LABOR. DOES**  
11 **THIS WILLINGNESS TO PAY APPLY ONLY TO THIS PARTICULAR**  
12 **CASE, OR IS THIS ESCHELON'S GENERAL POLICY?**

13 A. It is Eschelon's general policy. Eschelon is willing to pay Commission-approved  
14 rates for additional work provided that such additional work is required to complete  
15 Eschelon's order.

16

17 **Q. IS IT CORRECT THAT YOU ARE ASKING THE COMMISSION TO**  
18 **ORDER QWEST TO PAY REFUNDS ON THE EXPEDITE CHARGES**  
19 **RELATED TO THE CASE OF THE REHABILITATION CENTER?**

20 A. Yes. Eschelon seeks a refund of the expedite fees (a total of \$1,800) minus any actual  
21 costs that Qwest may have incurred in addressing this expedite order, provided that  
22 these additional costs are well-supported and approved by the Commission.

1       **Q.   EARLIER IN YOUR TESTIMONY YOU STATED THAT THE**  
2       **COMMISSION SHOULD BE CONCERNED THAT QWEST IS**  
3       **ATTEMPTING TO CHANGE RATES THROUGH THE CMP. HAS THE**  
4       **COMMISSION ADDRESSED THIS CONCEPT PREVIOUSLY?**

5       **A.   Yes, it has. Specifically, in its September 16, 2003 Order in the 271 Docket, Docket**  
6       **No. T-00000A-97-0238 (Decision No. 66242) the Commission agreed with the**  
7       **Staff's position, as outlined in its report, that Qwest should not rate changes within**  
8       **the context of the CMP. Specifically, the Commission stated:**

9  
10                   109. Staff agrees with Eschelon with respect to the recently imposed construction charges on  
11                   CLECs for line conditioning. Staff is extremely concerned that Qwest would implement such  
12                   a significant change through its CMP process without prior Commission approval. As noted  
13                   by AT&T, during the Section 271 proceeding, the issue of conditioning charges was a  
14                   contested issue. Language was painstakingly worked out in the Qwest SGAT dealing with the  
15                   issue of line conditioning which Qwest's new policy is at odds with. Staff recommends that  
16                   Qwest be ordered to immediately suspend its policy of assessing construction charges on  
17                   CLECs for line conditioning and reconditioning and immediately provide refunds to any  
18                   CLECs relating to these unauthorized charges. Qwest should reinstitute its prior policy on  
19                   these issues as reflected in its current SGAT. If Qwest desires to implement this change, then  
20                   it should notify the Commission in Phase III of the Cost Docket, but must obtain Commission  
21                   approval of such a change prior to its implementation. To the extent Qwest does not agree to  
22                   these conditions, Staff recommends that Qwest's compliance with Checklist Items 2 and 4 be  
23                   reopened. We agree with Staff.  
24

25                   Indeed, rate changes are not within the scope of the CMP and, as described in Ms.  
26                   Johnson's testimony, Qwest has clearly recognized this fact. Nonetheless, by its  
27                   manipulation of processes within the CMP, it has ostensibly attempted to change rates  
28                   and rate structure through the CMP among other things.  
29

1       **Q.   PLEASE       SUMMARIZE       YOUR       CONCLUSIONS       AND**  
2       **RECOMMENDATIONS.**

3       **A.**   By suddenly denying Eschelon access to the expedite capability it has relied upon  
4       under its ICA with Qwest for the past 6 years, Qwest has implemented a unilateral  
5       change in contravention of the parties' ICA, the Commission's Order approving the  
6       ICA as well as state and federal law. Moreover, if Qwest is not required to honor the  
7       ICA and, instead is allowed to implement these changes, Qwest will have been  
8       successful in foisting non-cost based, non approved rates upon Eschelon,  
9       discriminating against Eschelon and placing it at a competitive disadvantage.  
10      Finally, and perhaps more importantly, Qwest's argument that because it does not sell  
11      or utilize UNE-loops and that, therefore, parity does not apply in this case is  
12      fundamentally flawed and should be considered a sign of things to come. Should  
13      Qwest be allowed to use such an argument going-forward, it may well limit access to  
14      UNEs and limit the features, functions and capabilities of those UNEs such that  
15      competitors no longer are able to utilize them in order to compete with Qwest. These  
16      conclusions apply to the particular example of Qwest's refusal to honor the expedite  
17      terms called for within the Parties' ICA and will continue on a going-forward basis  
18      absent Commission action here.

19               For all of the reasons discussed in my testimony and that of Ms. Johnson, I  
20      recommend that the Commission enter an Order finding Qwest's actions to be in  
21      violation of the Commission orders that approved the parties' ICA, the 271 Order and  
22      the Cost Docket Orders as described herein and above. I also recommend that the

1 Commission enter a finding that Qwest's unilateral refusal to honor the expedite  
2 terms (in the case of the rehabilitation center discussed in Ms. Johnson's testimony)  
3 contained in the parties' ICA constitutes a violation of both federal and state law and  
4 further recommend that Commission prevent such action going forward by requiring  
5 Qwest to honor the emergency expedites process as it pertains to the products  
6 previously provided on an expedited ordering basis, including UNE loops, ordered by  
7 Eschelon in addition to other specific relief sought by Eschelon in its initial  
8 Complaint and other relief which the Commission may deem necessary and  
9 appropriate. Moreover, I recommend that the Commission expressly reject Qwest's  
10 argument that because it does not sell or utilize UNE loops that parity is not at issue  
11 here. Finally, I recommend that the Commission orders Qwest to pay a refund of the  
12 expedite fees related to the case of the rehabilitation center. This refund should be  
13 equal to the total amount of the expedite fees (\$1,800) minus any actual costs that  
14 Qwest may have incurred in addressing this expedite order, provided that these  
15 additional costs are supported and approved by the Commission.

16  
17 **Q. DOES THIS CONCLUDE YOUR TESTIMONY?**

18 **A.** Yes, it does.

19

**TABLE OF ATTACHMENTS TO ESCHELON DIRECT TESTIMONY**

**BJJ: ATTACHMENTS TO THE TESTIMONY OF MS. BONNIE J. JOHNSON**

**A. CHRONOLOGY OF QWEST CMP CHANGES RELATING TO EXPEDITES**

**A-1. Expedites Process – Later Called “Expedites Requiring Approval” Process (Versions 1 & 8; also includes Qwest’s Retail process for “Due Dates – POTS/Non-Design” printed from the Qwest Infobuddy/RPD – internal methods & procedures)**

**A-2. Optional, Additional Pay-for-Expedites Not Meeting Criteria Process (Optional “Pre-Approved Expedite” Process) (Version 11 – Covad CR)**

**A-3. Expansion of the Original Conditions to Add Additional Conditions (Version 22)**

**A-4. Expansion of Optional, Additional Pay-for-Expedites Not Meeting Criteria Process (“Pre-Approved Expedite” Process) to Add Two Products (Version 27)**

**A-5. Qwest Attempted to Change the Expedites Process to Exclude CLEC-Caused Disconnects in Error, But Retracted its Proposal After Eschelon Objected (Version 29)**

**A-6. Two Expedite Processes (Requiring Approval and For Pay) Exist, But Qwest Will No Long Honor the Expedites Process Requiring Approval for Unbundled Loop Products, Even When Conditions Met. For Loops, Expedites Only Available If CLEC Agrees to a Per Day Rate Structure (Version 30)**

**A-7. CLEC Objections, Qwest’s Denials, and Dispute Resolution**

**A-8. Excerpts from Qwest Arizona SGAT**

**A-9. Qwest Wholesale Change Management Process (CMP) Document**

**B. DOCUMENTED FACTS MATRIX (WITH DOCUMENTS CITED IN MATRIX THAT ARE NOT ALREADY INCLUDED IN EXHIBIT A)**

**C. EXAMPLES OF QWEST DISCONNECTS IN ERROR**

**D. EXAMPLES OF EXPEDITE REQUESTS APPROVED BY QWEST FOR UNBUNDLED LOOP ORDERS**

**E. CURRENT QWEST EXPEDITES & OVERVIEW PCAT (V40.0)**

**JDW: ATTACHMENTS TO THE TESTIMONY OF MR. JAMES D. WEBBER**

**A. CURRICULUM VITAE OF MR. JAMES D. WEBBER**

**B. EXCERPTS FROM QWEST’S TARIFFS**

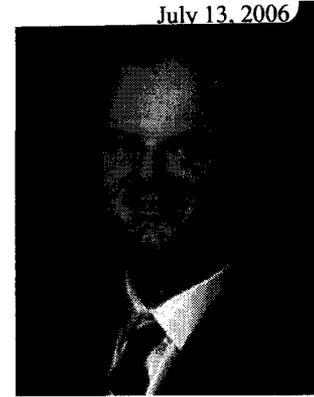
**C. EXCERPTS FROM EXHIBIT A TO THE QWEST ARIZONA SGAT**

**ATTACHMENT A**

## James D. Webber

Senior Consultant  
QSI Consulting, Inc.

4515 Barr Creek Lane  
Naperville, Illinois 60564-4343  
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### Biography

Mr. Webber joined QSI with approximately 13 years of experience within the public utility and regulatory fields. During the past 10 years, Mr. Webber has served as the Director of External Affairs for ATX/CoreComm, as a District Manager for AT&T's Law and Government Affairs organization and as a District Manager within AT&T's Local Services and Access Management organization. In addition to working "in-house," Mr. Webber has also provided consulting services to a number of the nation's most notable telecommunications carriers including, for example, AT&T, ATX, MCI, McLeod and XO.

During his tenure within the telecommunications industry, Mr. Webber has been responsible for cost-of-service analyses, business case modeling, contract negotiations and arbitrations, vendor management, operational process improvement, regulatory affairs and tariff management. Beginning his career in telecommunications with the Illinois Commerce Commission, where he served as the Manager of the Telecommunications Division's Rates Department, Mr. Webber has been called upon to provide expert testimony nearly 100 times before federal and state regulatory agencies throughout the United States.

In addition to his experience in telecommunications, Mr. Webber spent a significant amount of time at the Illinois Department of Energy and Natural Resource, where he modeled electricity and natural gas consumption, estimated the impact of DSM initiatives on natural gas and electricity consumption and estimated the benefits and costs of environmental pollutant mitigation strategies.

### Educational Background

Master of Science, Economics	
Illinois State University, Normal, Illinois	1993
Bachelor of Science, Economics	
Illinois State University, Normal, Illinois	1990



## James D. Webber

### Professional Experience

#### **QSI Consulting, Inc.**

2003 - Current  
Senior Consultant

#### **ATX/CoreComm**

2000 - 2003  
Director External Affairs

#### **AT&T**

1999 - 2000  
District Manager  
Local Services and Access Management  
1997 - 1999  
District Manager  
Law and Government Affairs

#### **Competitive Strategies Group, Ltd**

1996 -1997  
Senior Consultant

#### **Illinois Commerce Commission**

1996  
Manager, Rates Section  
1994 - 1996  
Economic Analyst, Rates Section  
Telecommunications Division

#### **Illinois Department of Energy and Natural Resources**

1992 - 1994  
Research Project Coordinator

### Expert Testimony – Profile

*The information below is Mr. Webber's best effort to identify all proceedings wherein he has either provided pre-filed written testimony, an expert report or provided live testimony.*

#### **Federal Communications Commission**

##### **File No. EB-01-MD-017**

*In the matter of CoreComm Communications, Inc. and Z-Tel Communications, Inc., Complainants v. SBC Communications Inc., Southwestern Bell Telephone Company, Pacific Bell Telephone Company, Nevada Bell Telephone Company, The Southern New England Telephone Company, Illinois Bell Telephone Company, Indiana Bell Telephone Company, Inc., Michigan Bell Telephone Company, The Ohio Bell Telephone Company, and Wisconsin Bell, Inc.*

On behalf of CoreComm Communications, Inc.

#### **Alabama Public Service Commission**

##### **APSC Docket No. 29054**

*In re: Implementation of the Federal Communications Commission's Triennial Review Order (Phase II – Local Circuit Switching)*

On behalf of MCImetro Access Transmission Services LLC and MCI WorldCom Communications

#### **Florida Public Service Commission**

##### **FPSC Docket No.030851-TP**

*In re: Implementation of requirements arising from Federal Communications Commission's triennial UNE review: Local Circuit Switching for Mass Market Customers*

On behalf of MCImetro Access Transmission Services LLC and MCI WorldCom Communications, Inc.

**James D. Webber**

**Georgia Public Service Commission  
Docket No. 17749-U**

*In re: FCC's Triennial Review Order Regarding the Impairment for Local Switching for Mass Market Customers*

On behalf of MCImetro Access Transmission Services, LLC MCI WORLDCOM Communications, Inc.

**Illinois Commerce Commission  
ICC Docket No. 04-0461**

*Illinois Bell Telephone Company Petition Regarding Compliance with the Requirements of Section 13-505.1 of the Public Utilities Act*

On behalf of AT&T Communications of Illinois, Inc. CIMCO Communications, Inc., Forte Communications, Inc., McLeodUSA Telecommunications Services, Inc., MPower Communications Corp., TCG Chicago, TCG Illinois, XO Illinois, Inc.

**Illinois Commerce Commission  
ICC Docket No. 00-0700**

*Illinois Commerce Commission on its own motion -vs- Illinois Bell Telephone Company. Investigation into tariff providing unbundled local switching with shared transport*

On behalf of CoreComm Illinois, Inc.

**Illinois Commerce Commission  
ICC Docket Nos. 97-0516, 97-0601, and 96-0602**

*Illinois Commerce Commission on its own motion -vs- Illinois Bell Telephone Company; et al. Investigation into non-cost based access charge rate elements in the intrastate access charges of incumbent local exchange carriers in Illinois. Illinois Commerce Commission on its own motion Investigation into implicit universal service subsidies in intrastate access charges and to investigate how these subsidies should be treated in the future*

On Behalf of AT&T Communications of Illinois, Inc.

**Illinois Commerce Commission  
ICC Docket Nos. 96-0486 and 96-0596**

*Illinois Commerce Commission on its own motion Investigation into forward looking cost studies and rates of Ameritech Illinois for interconnection, network elements, transport and termination of traffic. Illinois Bell Telephone Company Proposed rates, terms and conditions for unbundled network elements*

On behalf of AT&T Communications of Illinois, Inc.

**Illinois Commerce Commission  
ICC Docket Nos. 95-0458 and 95-0531**

*AT&T Communications of Illinois, Inc. Petition for a total local exchange wholesale service tariff from Illinois Bell Telephone Company d/b/a Ameritech Illinois and Central Telephone Company Pursuant to section 13-505.5 of the Illinois Public Utilities Act. LDDS Communications, Inc. d/b/a LDDS Metromedia Communications. Petition for a total wholesale network service tariff from Illinois Bell Telephone Company d/b/a Ameritech Illinois and Central Telephone Company pursuant to Section 13-505.5 of the Illinois Public Utilities Act*

On behalf of the Staff of the Illinois Commerce Commission.

**Illinois Commerce Commission  
ICC Docket Nos. 95-0201 and 95-0202**

*Illinois Bell Telephone company proposed establishment of separate rate elements for single line versus multiline business access line customers. Illinois Bell Telephone company proposed establishment of separate rate elements for directory assistance to business sand residence customers*

On behalf of the Staff of the Illinois Commerce Commission.

**Illinois Commerce Commission**

**James D. Webber**

**ICC Docket No. 94-0048**

*IntraLATA Presubscription Rule Making*

On behalf of the Staff of the Illinois Commerce Commission.

**Illinois Commerce Commission**

**ICC Docket Nos. 94-0096, 94-0117, and 94-0146**

*Proposed Introduction of a Trial of Ameritech's Customers First Plan in Illinois, et al.*

On behalf of the Staff of the Illinois Commerce Commission.

**Indiana Regulatory Utility Commission**

**IRUC Cause No. 40571-INT-03**

*AT&T Communications of Indiana, Inc. TCG Indianapolis petition for arbitration of interconnection rates terms and conditions and related arrangements with Indiana Bell Telephone Company, Incorporated d/b/a Ameritech Indiana pursuant to Section 252(b) of the Telecommunications Act of 1996*

On behalf of AT&T Communications of Indiana, Inc and TCG Indianapolis.

**Indiana Regulatory Utility Commission**

**IRUC Cause No. 40785**

*In the matter of the investigation on the Commission's own motion into any and all matters relating to access charge reform and universal service reform including, but not limited to high cost or universal service funding mechanisms relative to telephone and telecommunications services within the state of Indiana pursuant to IC 8-1-2-51, 58, 59, 69; 8-1-2.6 ET. SEC. and other related state statutes, as well as the Federal Telecommunications Act of 1996 (47 U.S.C. Sec. 151, ET. SEC.)*

On behalf of AT&T Communications of Indiana, Inc.

**Indiana Regulatory Utility Commission**

**IURC Cause No. 40611**

*In the matter of the Commission investigation and generic proceeding on Ameritech Indiana's rates for interconnection, service, unbundled elements, and transport and termination under the Telecommunications Act of 1996 and related Indiana statutes*

On behalf of AT&T Communications of Indiana, Inc.

**Kentucky Public Service Commission**

**KPSC Docket No. 2003-00379**

*In the Matter of: Review of Federal Communications Commission's Triennial Review Order Regarding Unbundling Requirements For Individual Network Elements*

On behalf of MCImetro Access Transmission Services, LLC MCI WORLDCOM Communications, Inc.

**Kent County Circuit Court**

**Case No. 04-07026-CH.**

*LUCRE, INC. Plaintiff / Counter-Defendant V MICHIGAN BELL TELEPHONE COMPANY, a Michigan Corporation, d/b/a SBC Michigan and f/k/a Ameritech Michigan, Defendant / Counter-Plaintiff*

On behalf of Lucre, Inc.

**Louisiana Public Service Commission**

**LPSC Docket No. U-27571**

*In Re: Implementation of the Requirements Arising from the Federal Communications Commission's Triennial Review Order, Order 03-36, Unbundled Local Circuit Switching for Mass Market Customers and Establishment of a Batch Cut Migration Process*

On behalf of MCImetro Access Transmission Services, LLC MCI WORLDCOM Communications, Inc.

**Michigan Public Service Commission**

**MPSC Case No. U-14384**



**James D. Webber**

*In the matter of the complaint and application for resolution of SBC Michigan against LUCRE, INC., for refusal to pay certain charges lawfully assess and for other violations of duties under law*  
On behalf of Lure, Inc.

**Michigan Public Service Commission  
MPSC Case No. U-13977 and U-14175**

*In the matter of the application of AT&T COMMUNICATIONS OF MICHIGAN, INC. for Commission Determination of Switched Access Rates Pursuant to MTA Section 310(2)*  
On behalf of AT&T Communications of Michigan, Inc.

**Michigan Public Service Commission  
MPSC Case No. U-13531**

*In the matter, on the Commission's own motion, to review the costs of telecommunications services provided by SBC Ameritech Michigan*  
On behalf of MCI metro Access Transmission Services, LLC MCI WORLDCOM Communications, Inc and Brooks Fiber Communications of Michigan, Inc.

**Michigan Public Service Commission  
MPSC Case No. U-13796**

*In the matter, on the Commission's own motion, to facilitate the implementation of the Federal Communication Commission's Triennial Review determinations in Michigan*  
On behalf of Sage Telecom, Inc.

**Michigan Public Service Commission  
MPSC Case No. U-12622**

*In the Matter of the application of Ameritech Michigan for approval of shared transport cost study and resolution of disputed issues related to shared transport*  
On behalf of CoreComm Michigan, Inc.

**Michigan Public Service Commission  
MPSC Case No. U-12465**

*In the matter of the application of AT&T Communications of Michigan, Inc., and TCG Detroit for arbitration of interconnection rates, terms and conditions and related arrangements with Ameritech Michigan Pursuant to 47 USC 252(b)*  
On Behalf of AT&T Communications of Michigan, Inc., and TCG Detroit.

**Michigan Public Service Commission  
MPSC Case No. U-11831**

*In the matter, on the Commission's own motion, to consider the total long run service incremental costs for all access, toll, and local exchange services provided by Ameritech Michigan*  
On behalf of AT&T Communications of Michigan, Inc. and TCD Detroit.

**Michigan Public Service Commission  
MPSC Case No. U-11743**

*In the matter of the application and complaint of MCI TELECOMMUNICATIONS CORPORATION against MICHIGAN BELL TELEPHONE COMPANY, d/b/a AMERITECH MICHIGAN, seeking (i) a 55% discount on intrastate switched access service where intraLATA dialing parity is not provided and (ii) an order requiring implementation of intraLATA dialing parity on an expedited basis now that July 1, 1997 has passed.*

**Michigan Public Service Commission  
MPSC Case No. U-11757**

*In the matter, on the Commission's own motion, to determine procedures to ensure that an end user of a telecommunications provider is not switched to another provider without the authorization of the end user.*

**James D. Webber**

**Michigan Public Service Commission  
MPSC Case No. U-11448**

*In the matter of the application of the Michigan Exchange Carriers Association, Inc., for approval of a joint total service long run incremental cost study*

On behalf of AT&T Communications of Michigan, Inc. and MCI Telecommunications Corporation.

**Michigan Public Service Commission  
MPSC Case No. U-11280**

*In the matter, on the Commission's own motion, to consider the total service long run incremental costs and to determine the prices of unbundled network elements, interconnection services, resold services, and basic local exchange services for Ameritech Michigan*

On behalf of AT&T Communications of Michigan, Inc.

**Mississippi Public Service Commission  
MPSC 2003-AD-0714**

*IN RE: generic proceeding to review the federal communications commission's triennial review order*

On behalf of MCImetro Access Transmission Services, LLC MCI WORLDCOM Communications, Inc.

**North Carolina Utilities Commission  
NCUC Docket No. P-100, Sub 133q**

*In the Matter of: Triennial Review – UNE-P Address Implementation of Unbundling Docket No. P-100, Sub 133q Requirements of R-51.319 in Determining Principally the Continued Availability of Unbundled Local Switching for the Mass-Market*

On behalf of MCImetro Access Transmission Services LLC and MCI WorldCom Communications, Inc.

**Public Utility Commission of Ohio  
PUCO Case No. 02-579-TP-CCS**

*In the matter of the Complaint and motion of CoreComm Newco, Inc., Complainant, V. Ameritech Ohio, Respondent*

On behalf of CoreComm Newco, Inc.

**Public Utility Commission of Ohio  
PUCO Case No. 00-942-TP-COI**

*In the matter of the further investigation into Ameritech Ohio's entry into in-region interLATA service under section 271 of the Telecommunications Act of 1996*

On Behalf of CoreComm Newco, Inc.

**Public Utility Commission of Ohio  
PUCO Case No. 00-1188-TP-ARB**

*In the matter of the application of AT&T Communications of Ohio Inc. and TCG Ohio for arbitration of interconnection rates, terms and conditions and related arrangements with SBC Ohio*

On Behalf of AT&T Communications of Ohio, Inc.

**Public Utility Commission of Ohio  
PUCO Case No. 96-899-TP-ALT**

*In the matter of the application of Cincinnati Bell Telephone Company for approval of a retail pricing plan which may result in future rate increases and for a new alternative regulation plan*

On Behalf of AT&T Communications of Ohio, Inc.

**Public Utility Commission of Ohio  
PUCO Case No. 96-366-TP-ALT and Case No. 96-532-TP-UNC**

*In the matter of the complaint of AT&T Communications of Ohio, Inc., Complainant, V. Ameritech Ohio, Respondent, In the matter of the implementation of substitute Senate Bill 306 or substitute House Bill 734 of the 121<sup>st</sup> General Assembly*



**James D. Webber**

On Behalf of AT&T Communications of Ohio, Inc.

**Public Utility Commission of Ohio  
PUCO Case No. 96-922-TP-UNC**

*In the matter of the review of Ameritech Ohio's Economic Costs for Interconnection, Unbundled Network Elements, and Reciprocal Compensation for Transport and Terminations of Local Telecommunications Traffic*

On Behalf of AT&T Communications of Ohio, Inc.

**Public Utility Commission of Ohio  
PUCO Case No. 02-1280-TP-UNC**

*In the Matter of the Review of SBC Ohio's TELRIC Costs of Unbundled Network Elements*  
On behalf of CoreComm Newco, Inc., LDMI Telecommunications, Inc. and XO Ohio, Inc.

**Public Service Commission of South Carolina  
Docket No. 2003-326-C**

*In Re: Analysis of Continued Availability of Unbundled Local Switching for Mass Market Customers Pursuant to the Federal Communications Commission's Triennial Review Order*

On behalf of MCImetro Access Transmission Services LLC and MCI WorldCom Communications, Inc.

**Tennessee Regulatory Authority  
TRA Docket No. 03-00491**

*Implementation of the Federal Communications Commission's Triennial Review Order – 9 Month Proceeding – Switching*

On behalf of MCImetro Access Transmission Services, LLC and Brooks Fiber of Tennessee, Inc.

**Tennessee Regulatory Authority  
TRA Docket No. 03-00526**

*Implementation of the Federal Communications Commission's Triennial Review Order – 9 Month Proceeding – Hot Cuts*

On behalf of MCImetro Access Transmission Services, LLC and Brooks Fiber of Tennessee, Inc.

**Public Service Commission of Wisconsin  
PSCW Docket No. 2815-TR-103**

*Application of CenturyTel of the Midwest-Kendall LLC Requesting Public Service Commission to Approve Alternative Regulation Plan*

On behalf of AT&T Communications of Wisconsin, L.P. and TCG Milwaukee.

**Public Service Commission of Wisconsin  
PSCW Docket No. 05-TI-174**

*Generic review of carrier performance and consumer benefits under alternative regulation*

On behalf of AT&T Communications of Wisconsin, Inc.

**ATTACHMENT B**

**COMPETITIVE  
PRIVATE LINE  
TRANSPORT SERVICES**

**Qwest Corporation  
Price Cap Tariff  
Arizona**

**SECTION 4  
Page 1  
Release 1**

Issued: 7-30-01

Effective: 8-29-01

**4. ORDER MODIFICATIONS AND MISCELLANEOUS CHARGES**

**4.1 GENERAL**

The customer may request a modification of an order at any time prior to notification by the Company that service is available for the customer's use. The Company will make every effort to accommodate a requested modification when it is able to do so with the normal work force assigned to complete such an order within the normal business hours of 8 a.m. to 5 p.m.

If the modification cannot be made with the normal work force during normal business hours, the Company will notify the customer. If the customer still desires the order modification, the Company will schedule a new service date. Refer to the Service Interval Guide which is in accordance with Company procedures. All charges for order modifications will apply on a per-occurrence basis.

These order modifications do not apply to services not requiring a circuit provisioning design.

The types of order modifications available are delineated in the following paragraphs.

**4.1.1 SERVICE DATE CHANGE**

Service dates for the installation of new services or rearrangements of existing services may be changed, but the new service date may not exceed the original service date by more than 30 business days.

When for any reason, the customer wishes to change the service date, the customer should notify the Company before the original service date, to request a different service date.

If the customer requested service date is more than 30 business days after the original service date, the order will be cancelled by the Company and reissued with the appropriate cancellation charges applied, unless the customer indicates that billing for the service is to commence as specified in 4.1.3, following. In such instances, the date billing is to commence shall be the 31st business day beyond the original service date of the order. Failure to notify the Company prior to the original service date to request a different service date may result in the application of a Dispatch Charge as set forth in 4.1.17, following.

A new service date may be established that is prior to the original service date if the Company determines it can accommodate the customer's request without delaying service dates for orders of other customers.

If the service is changed to an earlier date, the customer will be notified by the Company that an Expedited Order Charge will apply.

**COMPETITIVE  
PRIVATE LINE  
TRANSPORT SERVICES**

**Qwest Corporation  
Price Cap Tariff  
Arizona**

**SECTION 4  
Page 7  
Release 2**

Issued: 7-06-04

Effective: 8-05-04

**4. ORDER MODIFICATIONS AND MISCELLANEOUS CHARGES**

**4.1 GENERAL (CONT'D)**

**4.1.4 EXPEDITE**

- A. If a customer desires that service be provided on an earlier date than that which has been established for the order, the customer may request that service be provided on an expedited basis. If the Company agrees to provide the service on an expedited basis, an Expedite Charge will apply. The customer will be notified of the Expedite Charge prior to the order being issued.
- B. If the Company is subsequently unable to meet an agreed upon expedited service date, no Expedite Charge will apply unless the missed service date was caused by the customer.
- C. The Expedited Order Charge will be applied when the customer requests a service date that is prior to the standard interval service date as set for in the Qwest Corporation Service Interval Guide (SIG) on an order or when a customer requests an earlier service date on a pending standard or negotiated interval order.

The Expedited Order Charge, as set forth below, will apply on a per order basis for each day the service date is advanced.

	<b>USOC</b>	<b>NONRECURRING CHARGE</b>
• Per day advanced	EODDB	\$200.00

The Expedited Order Charges will be billed in addition to other applicable nonrecurring charges.

(C)  
\_\_\_\_\_  
(C)

**COMPETITIVE  
ADVANCED  
COMMUNICATIONS  
SERVICES**

**Qwest Corporatio  
Price Cap Tariff  
Arizona**

**SECTION 3  
Page 1  
Release 2**

Issued: 7-06-04

Effective: 8-05-04

**3. ORDER AND SERVICE MODIFICATIONS  
AND MISCELLANEOUS CHARGES**

**3.1 ORDER MODIFICATION**

The customer may request a modification of an order at any time prior to notification by the Company that service is available for the customer's use. The Company will make every effort to accommodate a requested modification when it is able to do so with the normal work force assigned to complete such an order within the normal business hours of 8 a.m. to 5 p.m.

If the modification cannot be made with the normal work force during normal  
b

**ATTACHMENT C**

Exhibit A  
Arizona\*

		Recurring	recurring, per Mile	Non-Recurring		
9.2.3.5	OC-n Capable Loop			See 9.2.7		
9.2.3.5.1	OC - 3	\$834.95			5	
9.2.3.5.2	OC - 12	\$1,268.67			5	
9.2.3.5.3	OC - 48	\$3,305.99			5	
9.2.3.6	2-Wire Extension Technology	\$4.06			A	
9.2.3.7	2-Wire Extension Technology - Unbundled Loop Grooming	\$0.37			5	
9.2.4	Loop Installation Charges for 2 and 4 wire analog, 2 and 4 wire non-loaded, ADSL Compatible, ISDN BRI Capable and xDSL - 1 Capable Loops where conditioning is not required. (Note: If conditioning is required, additional conditioning charges may apply as specified in Section 9.2.2.5 above).	See 9.2.1, 9.2.2, & 9.2.3.1				
9.2.4.1	Basic Installation					
9.2.4.1.1	First			\$53.86		A
9.2.4.1.2	Each Additional			\$46.40		A
9.2.4.2	Basic Installation with Performance Testing					
9.2.4.2.1	First			\$117.30		A
9.2.4.2.2	Each Additional			\$84.16		A
9.2.4.3	Coordinated Installation with Cooperative Testing / Project Coordinated Installation					
9.2.4.3.1	First			\$141.67		A
9.2.4.3.2	Each Additional			\$84.16		A
9.2.4.4	Coordinated Installation without Cooperative Testing / Project Coordinated Installation					
9.2.4.4.1	First			\$58.18		A
9.2.4.4.2	Each Additional			\$50.73		A
9.2.4.5	Basic Installation with Cooperative Testing					
9.2.4.5.1	First			\$117.30		A
9.2.4.5.2	Each Additional			\$84.16		A
9.2.5	DS1 Loop Installation Charges	See 9.2.3.3				
9.2.5.1	Basic Installation					
9.2.5.1.1	First			\$87.93		A
9.2.5.1.2	Each Additional			\$67.58		A
9.2.5.2	Basic Installation with Performance Testing					
9.2.5.2.1	First			\$169.69		A
9.2.5.2.2	Each Additional			\$124.27		A
9.2.5.3	Coordinated Installation with Cooperative Testing / Project Coordinated Installation					
9.2.5.3.1	First			\$194.07		A
9.2.5.3.2	Each Additional			\$124.27		A
9.2.5.4	Coordinated Installation without Cooperative Testing / Project Coordinated Installation					
9.2.5.4.1	First			\$93.49		A
9.2.5.4.2	Each Additional			\$73.14		A
9.2.5.5	Basic Installation with Cooperative Testing					
9.2.5.5.1	First Loop			\$169.69		A
9.2.5.5.2	Each Additional			\$124.27		A
9.2.6	DS3 Loop Installation Charges	See 9.2.3.4				
9.2.6.1	Basic Installation					
9.2.6.1.1	First			\$87.93		A
9.2.6.1.2	Each Additional			\$67.58		A
9.2.6.2	Basic Installation with Performance Testing					
9.2.6.2.1	First			\$169.69		A
9.2.6.2.2	Each Additional			\$124.27		A
9.2.6.3	Coordinated Installation with Cooperative Testing / Project Coordinated Installation					
9.2.6.3.1	First			\$194.07		A
9.2.6.3.2	Each Additional			\$124.27		A
9.2.6.4	Coordinated Installation without Cooperative Testing / Project Coordinated Installation					
9.2.6.4.1	First			\$93.49		A
9.2.6.4.2	Each Additional			\$73.14		A
9.2.6.5	Basic Installation With Cooperative Testing					
9.2.6.5.1	First			\$169.69		A
9.2.6.5.2	Each Additional			\$124.27		A
9.2.7	OC - 3, 12, 48 Loop Installation Charges	See 9.2.3.5				
9.2.7.1	Basic Installation					
9.2.7.1.1	First			\$87.93		A

**Exhibit A  
Arizona\***

		Recurring	Recurring, per Mile	Non- Recurring	ICB		
9.20.4	Testing and Maintenance, per Half Hour or fraction thereof						
9.20.4.1	Testing and Maintenance – Basic			\$28.96			A
9.20.4.2	Testing and Maintenance – Overtime			\$38.68			A
9.20.4.3	Testing and Maintenance – Premium			\$48.40			A
9.20.5	Maintenance of Service, per Half Hour or fraction thereof						
9.20.5.1	Maintenance of Service – Basic			\$27.26			A
9.20.5.2	Maintenance of Service – Overtime			\$36.41			A
9.20.5.3	Maintenance of Service – Premium			\$45.57			A
9.20.6	Additional Cooperative Acceptance Testing, per Half Hour or fraction thereof						
9.20.6.1	Additional Cooperative Acceptance Testing – Basic			\$28.96			A
9.20.6.2	Additional Cooperative Acceptance Testing – Overtime			\$38.68			A
9.20.6.3	Additional Cooperative Acceptance Testing – Premium			\$48.40			A
9.20.7	Nonscheduled Cooperative Testing, per Half Hour or fraction thereof						
9.20.7.1	Nonscheduled Cooperative Testing - Basic			\$28.96			A
9.20.7.2	Nonscheduled Cooperative Testing – Overtime			\$38.68			A
9.20.7.3	Nonscheduled Cooperative Testing – Premium			\$48.40			A
9.20.8	Nonscheduled Manual Testing, per Half Hour or fraction thereof						
9.20.8.1	Nonscheduled Manual Testing – Basic			\$28.96			A
9.20.8.2	Nonscheduled Manual Testing – Overtime			\$38.68			A
9.20.8.3	Nonscheduled Manual Testing – Premium			\$48.40			A
9.20.9	Cooperative Scheduled Testing						
9.20.9.1	Cooperative Scheduled Testing - Loss			\$0.08			A
9.20.9.2	Cooperative Scheduled Testing - C Message Noise			\$0.08			A
9.20.9.3	Cooperative Scheduled Testing - Balance			\$0.33			A
9.20.9.4	Cooperative Scheduled Testing - Gain Slope			\$0.08			A
9.20.9.5	Cooperative Scheduled Testing - C Notched Noise			\$0.08			A
9.20.10	Manual Scheduled Testing						
9.20.10.1	Manual Scheduled Testing - Loss			\$0.16			A
9.20.10.2	Manual Scheduled Testing -C- Message Noise			\$0.16			A
9.20.10.3	Manual Scheduled Testing - Balance			\$0.65			A
9.20.10.4	Manual Scheduled Testing - Gain Slope			\$0.16			A
9.20.10.5	Manual Scheduled Testing - C Notched Noise			\$0.16			A
9.20.11	Additional Dispatch			\$83.10			A
9.20.12	Date Change			\$10.22			A
9.20.13	Design Change			\$72.79			A
9.20.14	Expedite Charge			ICB			5
9.20.15	Cancellation Charge			ICB			5
9.21	Channel Regeneration						
9.21.1	DS1	\$0.00		\$0.00		A	A
9.21.2	DS3	\$0.00		\$0.00		A	A
9.22	Intentionally Left Blank						
9.23	UNE Combinations						
9.23.1	UNE - P Qwest Miscellaneous Services Available with UNE-P						
9.23.1.1	Qwest DSL (provided with UNE-P)	See applicable Qwest Retail Tariff, Catalog or Price List		See applicable Qwest Retail Tariff, Catalog or Price List			
9.23.1.2	Qwest Voice Messaging Service (provided with UNE-P)	See applicable Qwest Retail Tariff, Catalog or Price List		See applicable Qwest Retail Tariff, Catalog or Price List			
9.23.1.3	Qwest AIN Services (provided with UNE-P)	See applicable Qwest Retail Tariff, Catalog or Price List		See applicable Qwest Retail Tariff, Catalog or Price List			
9.23.1.3.1	Remote Access Forwarding List	See applicable Qwest Retail Tariff, Catalog or Price List		See applicable Qwest Retail Tariff, Catalog or Price List			
9.23.1.3.2	Scheduled Forwarding	See applicable Qwest Retail Tariff, Catalog or Price List		See applicable Qwest Retail Tariff, Catalog or Price List			
9.23.1.3.3	Dial Lock	See applicable Qwest Retail Tariff, Catalog or Price List		See applicable Qwest Retail Tariff, Catalog or Price List			
9.23.1.3.4	Do Not Disturb	See applicable Qwest Retail Tariff, Catalog or Price List		See applicable Qwest Retail Tariff, Catalog or Price List			

**Exhibit A  
Arizona\***

	Recurring	Recurring, per Mile	Non- Recurring	#	
10.5.2 Reload of Database, per Listing	\$0.02			2, 5	
10.5.3 Daily Updates, per Listing	\$0.025			2, 5	
10.5.4 One-time Set-Up Fee, per Hour			\$82.22		2, 5
10.5.5 Media Charges for File Delivery					
10.5.5.1 Electronic Transmission	\$0.00			2, 5	
10.5.5.2 Tapes (charges only apply if this is selected as the normal delivery medium for daily updates) (per tape)	\$30.00			2, 5	
10.5.5.3 Shipping Charges (for tape delivery)			ICB		5
<b>10.6 Toll and Assistance Operator Services, Facility Based Providers,</b>					
10.6.1 <b>Option A - Per Message</b>					
10.6.1.1 Operator Handled Calling Card	\$1.45			2, 5	
10.6.1.2 Machine Handled Calling Card	\$0.60			2, 5	
10.6.1.3 Station Call	\$1.50			2, 5	
10.6.1.4 Person Call	\$3.50			2, 5	
10.6.1.5 Connect to Directory Assistance	\$0.75			2, 5	
10.6.1.6 Busy Line Verify, per Call	\$0.72			2, 5	
10.6.1.7 Busy Line Interrupt	\$0.87			2, 5	
10.6.1.8 Operator Assistance, per Call	\$0.87			2, 5	
10.6.2 <b>Option B - Per Operator Work Second and Computer Handled Calls</b>					
10.6.2.1 Operator Handled, per Operator Work Second	\$0.181			2, 5	
10.6.2.2 Machine Handled, per Call	\$0.25			2, 5	
10.6.2.3 Call Branding, Set-Up & Recording			\$10,500.00		2, 5
10.6.2.4 Loading Brand/Per Switch			\$175.00		2, 5
<b>10.7 Access to Poles, Ducts, Conduits and Rights of Way</b>					
10.7.1 Pole Inquiry Fee, per Mile			\$317.28		2, 5
10.7.2 Innerduct Inquiry Fee, per Mile			\$381.38		2, 5
10.7.3 ROW Inquiry Fee			\$140.95		2, 5
10.7.4 ROW Document Preparation Fee			\$140.95		2, 5
10.7.5 Field Verification Fee, per Pole			\$35.24		2, 5
10.7.6 Field Verification Fee, per Manhole			\$140.95		2, 5
10.7.7 Planner Verification, per Manhole			\$15.72		2, 5
10.7.8 Manhole Verification Inspector per Manhole			\$281.90		2, 5
10.7.9 Manhole Make-Ready Inspector, per Manhole			\$422.85		2, 5
10.7.10 Intentionally Left Blank					
10.7.11 Pole Attachment Fee, per Foot, per Year					
10.7.11.1 Urban					
10.7.11.1.1 2004	\$3.23			4	
10.7.11.1.2 2005	\$3.47			4	
10.7.11.2 Non-Urban					
10.7.11.2.1 2004	\$4.64			4	
10.7.11.2.2 2005	\$5.23			4	
10.7.12 Innerduct Occupancy Fee, per Foot, per Year	\$0.36			4	
10.7.13 Access Agreement Consideration			\$10.00		2
10.7.14 Make Ready			ICB		5
<b>12.0 Operational Support Systems</b>					
12.1 Development and Enhancements, per Order			Under Development		
12.2 Ongoing Maintenance, per Order			Under Development		
12.3 Daily Usage Record File, per Record	No Charge at this time			5, 12	
12.4 Trouble Isolation Charge			See Section 9.20		
<b>17.0 Bona Fide Request Process</b>					
17.1 Processing Fee			\$2,367.93		A

**NOTES:**

Unless otherwise indicated, all rates are pursuant to Arizona Corporation Commission Dockets listed below:

- A: Cost Docket T-00000A-00-0194 Phase II Order No. 64922 Effective 6/12/02
- B: Cost Docket T-00000A-00-0194 Phase IIA Order No. 65451 Effective 12/12/02
- C: Cost Docket T-00000A-00-0194 Phases II & IIA Record Reopened Decision No. 66385 Effective Dates 6/12/02 & 10/6/03

- [1] Rate not addressed in Cost Docket (estimated TELRIC).
- [2] Market-based rates
- [3] ICB, Individual Case Basis pricing.
- [4] Rates per FCC Guidelines.
- [5] Rates for this element will be proposed in Arizona Cost Docket Phase III and may not reflect what will be proposed in Phase III. There may be additional elements designated for Phase III beyond what are reflected here.
- [6] When intrastate tariffed DS3 Private Line Transport (PLTS), Local Interconnection Service (LIS) or EEL share the same PLTS multiplexed DS3, the fraction of DS0's dedicated to LIS, EEL, or intrastate PLTS is divided by 672 and multiplied by the applicable products' DS3 rate elements. The Qwest mechanized implementation team will notify the Qwest Service Delivery LIS process manager of this customer-specific requirement.
- [7] Qwest is reinstating the Cable Unloading /Bridge Tap Removal Charge effective 3/14/05. Qwest can't bill the current rate structure, but will bill customers the lowest rate.

# Cover Sheet

Do Not Use This Space  
Official  
Use  
Only

Do Not Use This Space  
Official  
Use  
Only

COMPANY NAME: Eschelon Telecom of Arizona, Inc.  
DBA (if applicable): \_\_\_\_\_  
DOCKET NUMBER(s): T-03406A-06-0257; T-01051B-06-0257

INSTRUCTIONS: Please choose the item that best describes the nature of the case/filing.

## UTILITIES – NEW APPLICATION

<input type="checkbox"/> New CC&N	<input type="checkbox"/> Interconnection Agreement
<input type="checkbox"/> Extension of CC&N	<input type="checkbox"/> Rates
<input type="checkbox"/> Deletion of CC&N	<input type="checkbox"/> Financing
<input type="checkbox"/> Cancellation of CC&N	<input type="checkbox"/> Formal Complaint
<input type="checkbox"/> Tariff (NEW)	
<input type="checkbox"/> Miscellaneous - Specify: _____	

## UTILITIES – REVISIONS/AMENDMENTS/COMPLIANCE

Application	Tariff
Decision No: _____	Promotional: _____
Docket No: _____	Compliance: _____

## MISCELLANEOUS FILINGS

<input type="checkbox"/> Affidavit (Publication, Public Notice)	<input type="checkbox"/> Motion to Intervene
<input type="checkbox"/> Request/Motion	<input type="checkbox"/> Notice of Errata
<input type="checkbox"/> Comments	<input type="checkbox"/> Testimony
<input type="checkbox"/> Exception	<input type="checkbox"/> Response / Reply
<input type="checkbox"/> Exhibit(s)	<input type="checkbox"/> Witness List
<input checked="" type="checkbox"/> Miscellaneous - Specify: <u>Motion and Memorandum in Support of Motion for Summary Judgment or, in the Alternative, Partial Summary Judgment</u>	

7/13/2006  
Date

Karen L. Clauson  
Print name of the person who signed the document  
(i.e. Contact Person, Respondent, Attorney, Applicant, etc.)

1 **BEFORE THE ARIZONA CORPORATION COMMISSION**

2  
3 **JEFF HATCH-MILLER**

4 **Chairman**

5 **MARC SPITZER**

6 **Commissioner**

7 **WILLIAM MUNDELL**

8 **Commissioner**

9 **MIKE GLEASON**

10 **Commissioner**

11 **KRISTIN MAYES**

12 **Commissioner**

13  
14  
15 **IN THE MATTER OF THE COMPLAINT OF )**  
16 **ESCHELON TELECOM OF ARIZONA, INC. )**  
17 **AGAINST QWEST CORPORATION )**

DOCKET NO. T-01051B-06-0257  
T-03406A-06-0257

18 **ESCHELON TELECOM OF )**  
19 **ARIZONA, INC.'s NOTICE OF )**  
20 **MOTION AND MOTION FOR )**  
21 **SUMMARY JUDGMENT OR, IN )**  
22 **THE ALTERNATIVE, PARTIAL )**  
23 **SUMMARY JUDGMENT )**  
24 **)**  
25 **)**

26  
27 PLEASE TAKE NOTICE that Eschelon Telecom of Arizona, Inc. ("Eschelon") hereby  
28 moves the Administrative Law Judge ("ALJ") for an Order granting summary judgment in the  
29 above-referenced matter, pursuant to the Rules of the Arizona Public Service Corporation, R14-  
30 3-101, and Rule 56 of the Arizona Rules of Civil Procedure, on the grounds that there are no  
31 disputed issues of material fact and Eschelon is entitled to judgment in its favor as a matter of  
32 law.

33 The following basic facts material to this motion are undisputed:

- 34 ● From 2000 to January 2006, Qwest offered to Competitive Local  
35 Exchange Carriers ("CLECs"), including Eschelon, a service by  
36 which the CLEC could request an expedited due date and, when  
37 specified emergency conditions were met, would receive expedited  
38 service at no additional charge.

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- In January 2006, Qwest announced that the expedite process that had been in place since 2000 would no longer apply to unbundled loops<sup>1</sup> and that, in order to expedite an order for an unbundled loop, CLECs would be required to pay a \$200 per day fee, even if the emergency conditions were met.
  - Since January 2006, Qwest has continued to offer the “emergency expedite” process to its retail customers and also to CLECs who resell Qwest service or purchase Qwest’s QPP product.
  - Qwest has refused to provide Eschelon with an expedited due date for a loop needed to restore service to one of Eschelon’s retail customers, taking the position that the expedite process that Qwest makes available to its retail customers and its reseller/QPP customers is not available to expedite an order for an unbundled loop.

19           Based upon these facts, Eschelon requests that the ALJ find, as a matter of law, that  
20 Qwest violated the parties’ Interconnection Agreement as well as its nondiscrimination  
21 obligations under state and federal law as a result of its refusal to provide Eschelon with  
22 expedited due dates on the same terms and conditions as Qwest offers to its retail customers and  
23 to CLEC customers who either resell Qwest service or purchase its Qwest Platform Plus (“QPP”)  
24 product. In particular, Qwest seeks to impose upon Eschelon a \$200 per day cost that it does not  
25 incur itself in providing expedited service. However, to the extent that Qwest can show there is a  
26 disputed issue of material fact regarding costs that Qwest incurs to provide an expedited due  
27 date, then Eschelon requests, in the alternative, that its motion for summary judgment be granted  
28 in part and further proceedings in this matter should be limited to the narrow issue of  
29 determining Qwest’s costs to provide expedited service.

30           This motion is based on the accompanying memorandum of law and attachments to the  
31 Direct Testimony of Bonnie Johnson as identified in the accompanying memorandum.

1 Dated: July 13, 2006  
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On behalf of ESCHELON TELECOM OF  
ARIZONA, INC.

6 By   
7

Karen L. Clauson (admitted pro hac vice)  
Senior Director of Interconnection  
Associate General Counsel  
Eschelon Telecom, Inc.  
730 2<sup>nd</sup> Avenue South, Suite 900  
Minneapolis, Minnesota 55402  
612-436-6026

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14 Michael W. Patten  
15 J. Matthew Derstine  
16 One Arizona Center  
17 400 East Van Buren Street, Suite 800  
18 Phoenix, Arizona 85004  
19 ROSHKA DEWULF & PATTEN, PLC  
20  
21  
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GP:1973298 v1

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<sup>1</sup> A loop is "the pair of wires that winds its way from the central office to the telephone set or system at the customer's office." Newton's Telecom Dictionary, 15th Edition.

1 **BEFORE THE ARIZONA CORPORATION COMMISSION**

2  
3 **JEFF HATCH-MILLER**

4 **Chairman**

5 **MARC SPITZER**

6 **Commissioner**

7 **WILLIAM MUNDELL**

8 **Commissioner**

9 **MIKE GLEASON**

10 **Commissioner**

11 **KRISTIN MAYES**

12 **Commissioner**

13  
14  
15 **IN THE MATTER OF THE COMPLAINT OF )**  
16 **ESCHELON TELECOM OF ARIZONA, INC. )**  
17 **AGAINST QWEST CORPORATION )**

DOCKET NO. T-01051B-06-0257  
T-03406A-06-0257

18 **ESCHELON TELECOM OF**  
19 **ARIZONA, INC.'s**  
20 **MEMORANDUM IN SUPPORT**  
21 **OF ITS MOTION FOR**  
22 **SUMMARY JUDGMENT OR, IN**  
23 **THE ALTERNATIVE, PARTIAL**  
24 **SUMMARY JUDGMENT**  
25 )  
26 )

27 **INTRODUCTION**

28 Eschelon Telecom of Arizona, Inc. ("Eschelon"), respectfully submits this memorandum  
29 in support of its motion for summary judgment or, in the alternative, partial summary judgment.

30 In this case, Eschelon alleges that Qwest violated the parties' Interconnection Agreement as well  
31 as its nondiscrimination obligations under state and federal law as a result of its refusal to  
32 provide Eschelon and other facilities-based competitive local exchange carriers ("CLECs") with  
33 expedited due dates on the same terms and conditions as Qwest offers to its retail customers and  
34 to CLECs who either resell Qwest service or purchase its Qwest Platform Plus ("QPP") product.

35 The following basic facts material to this motion are undisputed:

- 1           ●     From 2000 to January 2006, Qwest offered to CLECs, including  
2           Eschelon, terms under which the CLEC could request an expedited  
3           due date and, when specified emergency conditions were met,  
4           would receive expedited service at no additional charge.  
5
- 6           ●     In January 2006, Qwest implemented terms under which the  
7           expedite process that had been in place since 2000 would no longer  
8           apply to certain products, including unbundled loops,<sup>1</sup> and that, in  
9           order to expedite an order for an unbundled loop and the other  
10          products, CLECs would be required to pay a \$200 per day fee,  
11          even if the emergency conditions were met.  
12
- 13          ●     Since January 2006, Qwest has continued to offer expedites in  
14          emergency situations to its retail customers and also to CLECs  
15          who resell Qwest service or purchase Qwest's QPP product.  
16
- 17          ●     Qwest has refused to provide Eschelon with an expedited due date  
18          for a loop needed to restore service to one of Eschelon's retail  
19          customers, taking the position that the expedite terms that Qwest  
20          makes available to its retail customers and its reseller/QPP  
21          customers is not available to expedite an order for an unbundled  
22          loop.  
23

24           These undisputed facts raise a threshold legal issue: May Qwest, consistent with the  
25          interconnection agreement and its obligations under federal and state law not to discriminate,  
26          refuse to provide Eschelon with service on the same terms that it provides to its retail and its  
27          reseller/QPP CLEC customers. Qwest contends that, because it does not sell unbundled loops to  
28          end user customers, it may provide Eschelon with less favorable expedite terms than it provides  
29          to these other customers. In other words, Qwest claims that it is not discriminatory for it to  
30          provide expedites for unbundled loops on less favorable terms because there is no "retail  
31          analogue" for an unbundled loop. That justification fails because it does not account for the fact  
32          that, regardless of whether a retail analogue for a particular product or service exists, Qwest must

---

<sup>1</sup> A loop is "the pair of wires that winds its way from the central office to the telephone set or system at the customer's office." Newton's Telecom Dictionary, 15th Edition.

1 still provide access to unbundled elements required under the Telecommunications Act in a  
2 manner that is nondiscriminatory allows Eschelon a meaningful opportunity to compete.<sup>2</sup>

3 In responding to Eschelon's complaint, Qwest focuses most of its attention on describing  
4 the claimed "modifications" made to the expedite process through Qwest's Change Management  
5 Process ("CMP") and on castigating Eschelon for failing to "opt in" to those alleged  
6 modifications.<sup>3</sup> The "CMP story" as it relates to expedites is a relatively long and convoluted  
7 one.<sup>4</sup> It will be unnecessary, however, to wade through those facts if it is determined, as a  
8 threshold matter, that Qwest is not free to offer one expedite process to its retail customers and to  
9 its reseller/QPP CLEC customers and a different, inferior expedite process to its CLEC  
10 customers who buy loops, regardless of the means it used to implement that inferior process.

#### 11 **UNDISPUTED MATERIAL FACTS**<sup>5</sup>

##### 12 **A. The Interconnection Agreement Between Qwest and Eschelon**

13 Eschelon opted in to the Interconnection Agreement ("ICA") between Qwest and AT&T  
14 and the Commission approved the Eschelon-Qwest ICA on April 28, 2000.<sup>6</sup> The ICA contains a  
15 number of provisions regarding the binding effect of its terms. Accordingly, the ICA provides

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<sup>2</sup> Eschelon disputes Qwest's claim that an unbundled loop may not be analogous to Qwest's retail POTS or "non-designed" services for purposes of determining Qwest's obligation to not discriminate in providing access to unbundled network elements. However, for purposes of this motion only, Eschelon accepts as true Qwest's allegation that an unbundled loop is not the retail analogue of such Qwest services.

<sup>3</sup> Apparently taking to heart the adage that the best defense is a good offense, Qwest also makes much of the fact that Eschelon's customer's service was disconnected because of an error made by an Eschelon employee. Eschelon does not dispute this fact, just as Qwest cannot dispute that its own errors have, from time to time, caused customers to lose service. The reason why the customer lost service is simply not at issue here. The issue is whether, when mistakes happen, as they sometimes do, Eschelon will have the same terms available to provide a remedy as Qwest has available to it.

<sup>4</sup> Although there are a large number of facts relating to CMP and the expedite process, those facts are largely, if not entirely, undisputed and are reflected in documents that Qwest, itself, prepared.

<sup>5</sup> In addition to the pleadings filed in this case, the undisputed facts material to the disposition of this motion are evidenced by admissions contained in documents prepared by Qwest. Relevant documents establishing the undisputed material facts are included among the attachments to the Direct Testimony of Bonnie Johnson, which is being filed on behalf of Eschelon concurrently with this memorandum. See Qwest documentation in Attachments A, B, and E to Ms. Johnson's testimony.

<sup>6</sup> Complaint, ¶ 5; Answer, ¶ 5.

1 that it “constitutes the entire agreement of the parties”<sup>7</sup> and that it may not be amended or any  
2 provision waived “unless the same is in writing and signed by an officer of the Party against  
3 whom such amendment, waiver or consent is claimed.”<sup>8</sup> The ICA further provides that, if the  
4 parties are unable to agree on the terms of an amendment, the party requesting the amendment  
5 may invoke the dispute resolution process under the ICA to determine the terms of such an  
6 amendment.<sup>9</sup>

7 The ICA requires, among other things, that Qwest provide Eschelon with the capability to  
8 request an expedited due date on an order for service.<sup>10</sup> The ICA further provides, on this issue  
9 of expedited orders, that the parties “shall mutually develop expedite procedures to be followed”  
10 when Eschelon “determines an expedite is required to meet subscriber needs.”<sup>11</sup>

11 **B. Terms and Conditions Under Which Qwest Provides An Expedited Due Date**

12 At the time that Qwest and Eschelon entered into their ICA, Qwest provided expedite  
13 capability under a process – later referred to as “Expedites Requiring Approval” – that enabled  
14 CLECs to receive an expedited due date at no additional charge when certain emergency  
15 conditions were met.<sup>12</sup> One of the emergency conditions for which this process authorized  
16 expedited service was when the CLEC’s end user customer was completely out of service. Over  
17 time under the ICA, Eschelon used this emergency-based Expedites Requiring Approval process,  
18 receiving expedited due dates at no additional charge under circumstances that met the  
19 emergency conditions.<sup>13</sup>

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7 ICA, Part A, Section 53.1.

8 ICA, Part A, Section 17.1.

9 *Id.*

10 ICA, Attachment 5, § 3.2.2.13.

11 ICA, Attachment 5, § 3.2.2.12.

12 See Attachment A-1 at Document No. 000017 (V8.0) to Direct Testimony of Bonnie Johnson (“B. Johnson Direct”).

13 Complaint at ¶ 14; Answer at ¶ 14.

1 In 2004, Qwest, through CMP, implemented an expedite process – referred to as Pre-  
2 approved Expedites – that allowed CLECs to obtain an expedited due date, for a fee, when the  
3 emergency conditions of the Expedites Requiring Approval process were not met.<sup>14</sup> In  
4 announcing this new process, Qwest stated that the fee-added Pre-approved Expedite process  
5 was a second way for CLECs to order expedites and that the Expedites Requiring Approval  
6 would continue to be available for emergency situations.<sup>15</sup> Further, Qwest reassured CLECs that  
7 “If a CLEC chooses not to amend their Interconnection Agreement, the current expedite criteria  
8 and process will be used.”<sup>16</sup> After Qwest announced this alternative fee-added expedite process,  
9 Eschelon continued to rely exclusively on the emergency-based Expedites Requiring Approval  
10 process.

11 **C. Qwest’s Unilateral Implementation of Discriminatory Expedite Terms**

12 Effective January 3, 2006, Qwest changed its expedite process such that it would no  
13 longer allow CLECs to use the emergency expedites process to obtain an expedited due date for  
14 an unbundled loop.<sup>17</sup> Qwest implemented this change over the objection of a number of CLECs,  
15 including Eschelon.<sup>18</sup> Further, Qwest stated that it would not expedite a loop order under the  
16 fee-added Pre-Approved Expedites process unless the CLEC first signed an ICA amendment  
17 adopting that process. When Qwest announced this change, Eschelon objected, noting, among  
18 other things, that the new process would treat customers obtaining POTS services from CLECs  
19 and Qwest differently.<sup>19</sup> In response to this objection, Qwest stated “Qwest does not sell

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14 B. Johnson Direct, Attachment A-2 at Document No. 000040-000045.

15 B. Johnson Direct, Attachment A-6 at Document Nos. 000062, 000066.

16 B. Johnson Direct, at Attachment A-2, Document No. 000057.

17 B. Johnson Direct, Attachment A-6, at Document Nos. 000105-000115.

18 B. Johnson Direct, Attachment A-7, at Document Nos. 000123-000128; see also Document Nos. 000118, 000120-000121.

19 B. Johnson Direct, Attachment A-7, at Document Nos. 000124-000126.

1 Unbundled Loops to its end user customers so it is not appropriate to make a comparison to retail  
2 in this situation.”<sup>20</sup>

3 Although the ICA, which expressly obligates Qwest to provide Eschelon with the  
4 capability to obtain an expedited due date for loops and other products, did not change and  
5 although Qwest did, in fact, provide Eschelon with that capability for almost six years, Qwest  
6 now takes the position that the existing, Commission-approved ICA does not entitle Eschelon to  
7 obtain an expedited due date. Rather, Qwest takes the position that Eschelon must enter into a  
8 new agreement in order to receive the capability that the existing agreement already requires  
9 Qwest to provide. Although it is Qwest, not Eschelon, that desires an amendment of the ICA,  
10 Qwest has not pursued dispute resolution to have the Commission order such an amendment, as  
11 the ICA provides.

12 The other impetus for this complaint took place in March, when an error by Eschelon  
13 resulted in one of Eschelon’s customers losing service. Eschelon sought to expedite the delivery  
14 of a new loop to restore the customer’s service, but Qwest refused, demanding that Eschelon first  
15 sign an amendment. In order to expedite the order, Eschelon ordered service out of Qwest’s  
16 special access tariff, rather than under the ICA, and paid a charge of \$1800 in order to expedite  
17 delivery by nine days (\$200 for each day less than the standard interval for special access/private  
18 line). Eschelon then brought this complaint matter before the Arizona Corporation Commission,  
19 as provided for both by Eschelon’s ICA and by CMP, seeking relief from Qwest’s discriminatory  
20 treatment with respect to the availability of expedited due dates.<sup>21</sup>

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<sup>20</sup> B. Johnson Direct, Attachment A-7 at Document No. 000124.

<sup>21</sup> The ICA, Part A, Section 27, provides, in pertinent part, that, in the event that Eschelon and Qwest “are unable to agree on certain issues during the term of this Agreement, the Parties may identify such issues for arbitration before the Commission.” Under CMP, when a CLEC disagrees with a change that Qwest has implemented through CMP, the CLEC’s remedy is to pursue dispute resolution either through an agreed upon

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**ARGUMENT**

**I. Standard of Review**

Summary judgment may be properly granted when no genuine dispute exists as to a material fact, only one inference can be drawn from the undisputed material facts, and the moving party is entitled to judgment as a matter of law.<sup>22</sup> Where the moving party sets forth a prima facie case showing its entitlement to judgment, the burden shifts to the party opposing summary judgment to show disputed issues of material fact that prevent judgment.<sup>23</sup> The nonmoving party must carry that burden by offering competent evidence that calls into dispute some fact that is material to the disposition of the case. Affidavits that set forth only ultimate facts or conclusions of law will not be sufficient to defeat a motion for summary judgment.<sup>24</sup> Summary judgment is appropriate where the facts supporting the claim or defense for which judgment is sought have so little probative value, given the quantum of the evidence required, that reasonable people could not agree with the conclusion advanced by the proponent of the claim or defense.<sup>25</sup>

**II. Qwest Is Prohibited By Federal And State Law From Discriminating Against Eschelon In The Provision Of Services**

The prohibition on incumbent local exchange carrier (“ILEC”) discrimination against CLECs lies at the heart of the local competition provisions of the federal Telecommunications Act. To that end, Section 251 provides, in pertinent part, that an ILEC has a:

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Alternative Dispute Resolution process or by submitting the issue for to the appropriate regulatory agency for resolution. Qwest CMP Document (Attachment A-9 to B. Johnson Direct) at Section 15.0.

<sup>22</sup> Ariz. R. Civ. P. 56(c); *Pritchard v. Arizona*, 788 P.2d 1178, 1184 (Ariz. 1990).

<sup>23</sup> *Brown Wholesale Electric Co. v. Safeco Ins. Co. of America*, 659 P.2d 1299, 1301-02 (Ariz. Ct. App. 1982).

<sup>24</sup> *Florez v. Sargeant*, 917 P.2d 250, 254-55 (Ariz. 1996).

1 [D]uty to provide, to any requesting telecommunications carrier for  
2 the provision of a telecommunications service, nondiscriminatory  
3 access to network elements on an unbundled basis at any  
4 technically feasible point on rates, terms, and conditions that are  
5 just, reasonable, and nondiscriminatory in accordance with the  
6 terms and conditions of the agreement and the requirements of this  
7 section and section 252 of this title.<sup>26</sup>  
8

9 The FCC's rules implementing the Act also require that the ILEC provide unbundled network  
10 elements ("UNEs"), and access to UNEs, on a nondiscriminatory basis. The ILEC must provide  
11 a CLEC with unbundled network elements and access to unbundled network elements on terms  
12 and conditions that are at least equal in quality to the terms and conditions under which the ILEC  
13 provides such elements to itself.<sup>27</sup>

14 Similarly, Arizona law also requires incumbent providers such as Qwest to provide  
15 service on a nondiscriminatory basis. To that end, A.R.S. § 40-334 provides that, "A public  
16 service corporation shall not, as to rates, charges, service, facilities or in any other respect, make  
17 or grant any preference or advantage to any person or subject any person to any prejudice or  
18 disadvantage." Further, A.R.S. § 40-203 authorizes the Commission to take action with respect  
19 to "practices . . . that are unjust, *discriminatory or preferential*, illegal or  
20 insufficient[.]"(Emphasis added.)

21 Finally, the parties' ICA also incorporates the requirement that Qwest not discriminate  
22 against Eschelon with respect to the provision of elements and services that are provided under  
23 the agreement. Accordingly, the ICA provides that, "[Qwest] shall conduct all activities and

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<sup>25</sup> *Orme School v. Reeves*, 802 P.2d 1000, 1009 (Ariz. 1990); *Blocher v. Thompson*, 818 P.2d 167, 170 (Ariz. Ct. App. 1991).

<sup>26</sup> 47 U.S.C. § 251(c)(3).

<sup>27</sup> 47 C.F.R. § 513.313(b); *see also* 47 C.F.R. § 51.311(b) ("To the extent technically feasible, the quality of an unbundled network element, as well as the quality of the access to such unbundled network element, that an incumbent LEC provides to a requesting carrier shall be at least equal in quality to that which the incumbent LEC provides to itself.")

1 interfaces which are provided for under this Agreement with CO-PROVIDER Customers in a  
2 carrier-neutral, nondiscriminatory manner.”<sup>28</sup>

3 Here, Qwest offers one expedite process at no additional charge for its end user  
4 customers and its reseller/QPP CLEC customers and second, less favorable, costly expedite  
5 process to facilities-based CLECs like Eschelon who use unbundled loops to provide service.  
6 Qwest end users who completely lose service and reseller/QPP CLEC customers whose end user  
7 customers completely lose service are able to receive an expedited due date for the restoration of  
8 that service at no charge.<sup>29</sup> Eschelon and other CLEC customers who buy unbundled loops,  
9 however, must pay \$200 per day to expedite a loop order. Further, Qwest refuses to provide  
10 Eschelon and other CLEC UNE loop customers any expedite process unless those CLECs  
11 accede to Qwest’s demand to forfeit their existing, approved ICA expedite terms and sign an  
12 ICA amendment that accepts the fee-added Pre-approved Expedites process. Qwest’s practice of  
13 favoring its end user customers and non-facilities-based CLECs violates the prohibitions on  
14 discrimination set out in the federal Telecommunications Act, its implementing regulations,  
15 Arizona law, and the ICA. It also violates the Commission orders that approved the parties’  
16 ICA, the 271 Order and the cost docket orders.

17 Although this case arises in the context of the terms and conditions under which Qwest  
18 provides expedited service, the implications of Qwest’s position go far beyond expedites. If

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<sup>28</sup> ICA, Part A, Section 31.1.

<sup>29</sup> Qwest’s “retail” tariffs such as the *Competitive Private Line Transport Services Tariff* and *Competitive Advanced Communications Services* contain sections, for example, stating that non-recurring charges (including the expedite fee) do not apply for the reestablishment of service following fire, flood or other Acts of God. *See* Section 3, p. 6 and Section 3, p.14 correspondingly, of the Qwest tariff pages (Attachment B to Mr. Webber’s Direct Testimony). The expedite order charge of \$200 per day (the same amount as the expedite charge under Qwest’s fee-added expedite procedure for CLECs) is listed in Qwest’s *Competitive Private Line Transport Services Tariff*, Section 4, page 7. *See id.* Several other tariffs, including the *Competitive Advanced Communications Services Tariff* (Section 3, p. 1) incorporate this charge by referencing the *Competitive Private Line Transport Services Tariff*. *See id.*

1 Qwest is free to treat CLECs serving their customers using unbundled loops differently from its  
2 own retail, CLEC resale and QPP customers, on the theory that the loop has no “retail  
3 analogue,” then it will believe it is similarly free to impose a whole array of discriminatory terms  
4 with respect to provisioning of loops. Qwest could, consistent with its theory and despite all of  
5 the work this Commission did in the 271 proceeding, provide repair and maintenance services  
6 for loops on less favorable terms than are available to Qwest’s retail customers. Qwest could,  
7 consistent with its theory, update its tariffs to provide a five day standard interval for retail  
8 service, but a ten day standard interval for loop orders, thus ensuring that Eschelon could never  
9 deliver service to its customers as quickly as Qwest delivers service to its customers. Such a  
10 result would be antithetical to meaningful competition.

11 **III. Prohibitions Against Discrimination Require Qwest To Provide Eschelon With**  
12 **Service In A Manner That Offers Eschelon A Meaningful Opportunity to Compete**  
13

14 When Eschelon pointed out that Qwest’s announced changes to the expedites process for  
15 loops would result in Eschelon’s POTS customers and Qwest’s POTS customers being treated  
16 differently, Qwest stated “Qwest does not sell Unbundled Loops to its end user customers so it is  
17 not appropriate to make a comparison to retail in this situation.”<sup>30</sup> Further, Qwest characterized  
18 the loop as a “pipe” over which other services instead of POTS services might be provided.  
19 Thus, Qwest takes the position that it is free to offer Eschelon less favorable terms for expedited  
20 loop orders than it does its for expediting service to Qwest’s customers because it believes there  
21 is no retail analogue for loops.

22 Eschelon denies that a loop is not the analogue of Qwest’s retail service, but even  
23 assuming this were the case, Qwest’s attempted justification of its position reads its  
24 nondiscrimination obligations far too narrowly. First, the Telecommunications Act requires

1 Qwest to provide Eschelon with access to unbundled network elements on a nondiscriminatory  
2 basis.<sup>31</sup> In its *First Report and Order*, the Federal Communications Commission (“FCC”) found  
3 that the requirement to provide “access” to UNEs must be read broadly, concluding that the Act  
4 requires that UNEs “be provisioned in a way that would make them useful.”<sup>32</sup> Moreover, the  
5 FCC stated, “We further conclude that ‘access’ to an unbundled element refers to the means by  
6 which requesting carriers obtain an elements’ functionality in order to provide a  
7 telecommunications service.”<sup>33</sup>

8 In addition, the FCC has provided guidance with respect to the application of the  
9 prohibition on discrimination. Thus, in the *First Report and Order*, the FCC interpreted the  
10 requirement under 47 U.S.C. § 251(c)(3) that an ILEC provide unbundled network elements on  
11 terms that are just, reasonable, and nondiscriminatory to require:

12 [A]t a minimum, whatever those terms and conditions are, they  
13 must be offered equally to all requesting carriers, and where  
14 applicable, they must be equal to the terms and conditions under  
15 which the incumbent LEC provisions such elements to itself. We  
16 also conclude that, because section 251(c)(3) includes the terms  
17 “just and reasonable,” this duty encompasses more than the  
18 obligation to treat carriers equally. Interpreting these terms in light  
19 of the 1996 Act’s goal of promoting local exchange competition,  
20 and the benefits inherent in such competition, we conclude that  
21 these terms require incumbent LECs to provide unbundled  
22 elements under terms and conditions that would provide an  
23 efficient competitor with a meaningful opportunity to compete.  
24 \*\*\*\* We reach this conclusion because providing new entrants,  
25 including small entities, with a meaningful opportunity to compete  
26 is a necessary precondition to obtaining the benefits that the  
27 opening of local exchange markets to competition is designed to  
28 achieve.<sup>34</sup>

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<sup>30</sup> B. Johnson Direct, Attachment A-7 at Document No. 000124.

<sup>31</sup> 47 U.S.C. § 251(c)(3).

<sup>32</sup> *In the Matter of Implementation of the Local Competition Provisions in the Telecommunications Act of 1996*, First Report and Order, FCC 96-325, CC Docket No. 96-98 (rel. August 8, 1996) (“*First Report and Order*”) at ¶ 268.

<sup>33</sup> *First Report and Order* at ¶ 269.

<sup>34</sup> *First Report and Order* at ¶ 315.

1  
2 The FCC's reasoning developed into two alternative tests to be used to determine if a  
3 BOC is offering interconnection and access to network elements on a nondiscriminatory basis:

4 First, for those functions the BOC provides to competing carriers  
5 that are analogous to the functions a BOC provides to itself in  
6 connection with its own retail service offerings, the BOC must  
7 provide access to competing carriers in "substantially the same  
8 time and manner" as it provides to itself. Thus, where a retail  
9 analogue exists, a BOC must provide access that is equal to (*i.e.*,  
10 substantially the same as) the level of access that the BOC  
11 provides itself, its customers, or its affiliates, in terms of quality,  
12 accuracy, and timeliness. For those functions that have no retail  
13 analogue, the BOC must demonstrate that the access it provides to  
14 competing carriers would offer an efficient carrier a "meaningful  
15 opportunity to compete."<sup>35</sup>  
16

17 The FCC made clear that the lack of a retail analogue did not mean that the BOC would be  
18 subject to a more lenient nondiscrimination obligation. The FCC stated that "we do not view the  
19 'meaningful opportunity to compete' standard to be a weaker test than the 'substantially the same  
20 time and manner' standard." The meaningful opportunity to compete standard is, rather,  
21 "intended to be a proxy for whether access is being provided in substantially the same time and  
22 manner and [is], thus, nondiscriminatory."<sup>36</sup>

23 The Arizona Commission has recognized and applied this "meaningful opportunity to  
24 compete" standard.<sup>37</sup> Thus, in connection with its consideration of Qwest's compliance with 271

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<sup>35</sup> *In the Matter of the Application by Bell Atlantic New York for Authorization Under Section 271 of the Communications Act To Provide In-Region, InterLATA Service in the State of New York*, Memorandum Opinion and Order, FCC 99-404, CC Docket No. 99-295, rel. December 22, 1999, ¶ 44 (citations omitted).

<sup>36</sup> *Id.* at ¶ 45.

<sup>37</sup> *See Re U. S. WEST Communications, Inc.*, 2002 WL 1378630 (Ariz. C.C. 2002) ("AZ 271 Order"); *see also, In the Matter of Qwest Corporation's Section 271 Application, ACC Docket No. T-00000A-97-0238, Supplemental Report and Staff Recommendation on Qwest's Compliance with Checklist Item No. 2: Access to Unbundled Network Elements, Operational Support System Requirements* (May 1, 2002), at ¶¶ 22 – 23 ("For OSS functions that are not analogous to those that a BOC provides to itself, its customers or its affiliates, the nondiscrimination standard requires the BOC to offer requesting carriers access that is equivalent in terms of quality, accuracy, and timeliness. The BOC must provide access that permits competing carriers to perform these functions in 'substantially the same time and manner' as the BOC, or at parity. For OSS functions that have no retail

1 competitive checklist items, the Commission noted its “very serious concerns” regarding  
2 differences between Qwest’s treatment of its retail customers and CLECs in connection with the  
3 provisioning of loops and the impact such disparity would have on the ability of CLECs to  
4 compete, directing Qwest to implement changes in its practices with respect to, for example, held  
5 orders, FOCs, and coordinated conversions.<sup>38</sup>

6 The North Carolina state commission has dealt specifically with the obligation to provide  
7 expedited service on a non-discriminatory basis.<sup>39</sup> In arbitrating an interconnection involving  
8 BellSouth, the North Carolina commission found that BellSouth was required under the  
9 Telecommunications Act to provide expedited service pursuant to Section 251. BellSouth  
10 sought reconsideration of that conclusion, arguing that it had no obligation under Section 251 to  
11 expedite service orders and that its only requirement under Section 251 was to provide service  
12 according to its standard intervals.<sup>40</sup> BellSouth also argued, as Qwest argues here, that since it  
13 had no obligation under Section 251 to provide expedited service, it had no obligation to provide  
14 such service at TELRIC rates and that it could meet its nondiscriminatory obligation by charging  
15 CLECs the \$200 per day rate set out in its tariff.<sup>41</sup> The North Carolina commission rejected  
16 BellSouth’s arguments and affirmed its conclusion that expedited service is subject to the  
17 nondiscrimination obligations of Section 251, stating, “The Commission also believes that  
18 expediting service to customers is simply one method by which BellSouth can provide access to

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analogue, the BOC must offer access ‘sufficient to allow an efficient competitor a meaningful opportunity to compete.’”) (citations omitted).

<sup>38</sup> *AZ 271 Order* at \*86-87.

<sup>39</sup> *Re NewSouth Communications Corp.*, 2006 WL 707683 (N.C.U.C. February 8, 2006).

<sup>40</sup> *Id.* at \*43.

<sup>41</sup> *Id.* at \*44.

1 UNEs and that, since BellSouth offers service expedites to its retail customers, it must provide  
2 service expedites at TELRIC rates pursuant to Section 251 and Rule 51.311(b).”<sup>42</sup>

3 Other state commissions have provided helpful guidance regarding the application of the  
4 “meaningful opportunity to compete” standard, recognizing, in particular, the need to be able to  
5 provide service in a timely manner in order to compete effectively. Thus, during the hearing  
6 phase of the Minnesota Public Utilities Commission’s (“MPUC’s”) consideration of Qwest’s  
7 petition for a grant of long distance authority, the Administrative Law Judge (“ALJ”) expressly  
8 applied this standard in connection that with the installation intervals applicable to loops. In  
9 considering Qwest’s compliance the 47 U.S.C. § 271 checklist requirements pertaining to the  
10 local loop, the ALJ noted that Qwest had previously been held to a 5-business day interval for  
11 most installations of new loop facilities, pursuant to a stipulation that it had entered into as a  
12 condition of MPUC approval of its merger with U S WEST.<sup>43</sup> With the stipulated merger  
13 intervals close to expiration, Qwest proposed in its § 271 petition that the 5-day interval be  
14 extended to a 9-day interval. Qwest simultaneously lengthened the interval requirements for its  
15 retail customers. Based upon the parity between the new wholesale and retail intervals, Qwest  
16 argued that its installation intervals were non-discriminatory and therefore must be found  
17 acceptable under the requirements of the § 271 checklist.

18 The ALJ disagreed that Qwest’s unilateral lengthening of the previously approved  
19 installation interval demonstrated compliance with the § 271 checklist requirements, stating “The  
20 wholesale intervals established in the Merger Stipulation are reasonable and allow competitors a

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<sup>42</sup> *Id.* at \*47; see also *Re Verizon Delaware, Inc.*, 2002 WL 31521484 at \*12 (Del. Pub. Serv. Comm’n 2002) (requiring cost-based rate for expedited CLEC service orders).

<sup>43</sup> *In the Matter of the Merger of the Parent Corporations of Qwest Communications Corp., LCI International Telecom Corp., USLD Communications, Inc. and U S WEST Communications, Inc.*, Docket No. P-3009, 3052, 5096, 421, 3017/PA-99-1192, Order Accepting Settlement Agreements and Approving Merger Subject to Conditions (Minn. P.U.C. June 28, 2000).

1 meaningful opportunity to compete. Qwest cannot make them unreasonable by lengthening the  
2 intervals for provision of retail service.”<sup>44</sup> The ALJ concluded that Qwest failed to demonstrate  
3 how the intervals that two years before had been shown to be reasonable and to be offering a  
4 meaningful opportunity to compete--and which Qwest had voluntarily been complying with --  
5 could be nearly doubled and continue to offer a meaningful opportunity to compete. The ALJ  
6 recommended that the Commission require Qwest to modify its Minnesota SGAT to reflect the  
7 current intervals under the merger stipulation<sup>45</sup> and Qwest ultimately agreed to extend the merger  
8 intervals in order to meet the 271 checklist requirement.

9 In the New Mexico Public Regulation Commission’s (“NMPRC’s”) consideration of  
10 Qwest’s 271 long distance petition, Qwest similarly sought to lengthen installation intervals that  
11 were, in that case, established by rule. Qwest contended that its interval proposals must be  
12 adopted in their entirety unless another party provided evidence that an interval was  
13 discriminatory or deprived it of a meaningful opportunity to compete. The NMPRC disagreed  
14 that Qwest could abandon certain specific intervals that the state had found appropriate,  
15 concluding that Qwest’s longer proposed intervals “[do] not adequately serve the competitive  
16 needs and the public interest in New Mexico.”<sup>46</sup> Accordingly, the NMPRC required Qwest to  
17 continue to comply with the state-established installation intervals in order to be found consistent  
18 with the § 271 checklist requirement.

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<sup>44</sup> *In the Matter of a Commission Investigation into Qwest’s Compliance with Section 271(c)(2)(B) of the Telecommunications Act of 1996; Checklist Items 1,2,4,5,6,11,13, and 14, Docket No. P-421/CI-01-1371, Findings of Fact, Conclusions of Law and Recommendations, ¶ 125 (2003).*

<sup>45</sup> *Id.*

<sup>46</sup> *In the Matter of Qwest Corporation’s Section 271 Application and Motion for Alternative Procedure to Manage the Section 271 Process, Utility Case No. 3269, Order Regarding Facilitator’s Report on Checklist Item 2 (Access to Unbundled Network Elements), Checklist Item 4 (Access to Unbundled Loops), Checklist Item 5 (Access to Unbundled Local Transport) and Checklist Item 6 (Access to Unbundled Local Switching), ¶ 83 (N.M.P.R.C. 2001).*

1 In its third six-month review of Qwest's Colorado wholesale service quality plan, the  
2 Colorado Commission ("CPUC") also shed light on the meaningful opportunity to compete  
3 standard in the course of its review of Qwest's proposed changes to certain performance  
4 measurements.<sup>47</sup> The CPUC adopted the reasoning of the ALJ who examined differences  
5 between Qwest's SGAT, which contains Qwest's 14-state § 271 performance measures, and the  
6 particular performance adopted into the Colorado-specific wholesale service quality plan. In its  
7 SGAT, Qwest had agreed that parity was not an appropriate standard for measuring the  
8 timeliness of Qwest's installation of services for customers and that a benchmark of 5.5 business  
9 days should be adopted for the 14-state performance measure. Qwest, however, resisted the  
10 Colorado Staff's recommendation that this benchmark replace parity in the Colorado-specific  
11 plan. If the Colorado standard remained at parity, Qwest would be allowed to install loops for its  
12 wholesale competitor/customers at the 9-day interval required for retail DS1 private line service.

13 The Commission found that Qwest must perform its installations for wholesale customers  
14 under the 5.5 business day benchmark standard. In making its decision, the Commission noted  
15 that Qwest had agreed to the benchmark standard as appropriate in the 14-state proceeding, yet  
16 had proposed a parity standard in Colorado without identifying or discussing the circumstances  
17 in Colorado that warrant a different standard. The Commission also found that embodying the  
18 required installation intervals into a benchmark standard, complete with payments and penalties,  
19 was necessary to ensure that Qwest meets its obligations and does not backslide from its current  
20 obligations.

21 As these decisions all recognize, in order to determine whether a practice is  
22 discriminatory, it is necessary to look at the practical effect of the challenged practice on the

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<sup>47</sup> *Re Qwest Corporation*, 2005 WL 1656817 (Colo. P.U.C. June 6, 2005).

1 CLEC's ability to compete. Eschelon uses the loops that it receives from Qwest to provide  
2 POTS to its retail customers. That service competes with the retail service that Qwest provides  
3 and that reseller and QPP CLECs provide. However, because Qwest provides itself (i.e.,  
4 Qwest's retail customer) and reseller/QPP CLECs with that ability to obtain service on an  
5 expedited basis at no charge when certain emergency conditions are met, while denying that  
6 same service to Eschelon and other facilities-based CLECs, Eschelon's competitors have a  
7 competitive advantage over Eschelon. Such a competitive "leg up" is inconsistent with the  
8 "meaningful opportunity to compete" standard that Qwest must meet to satisfy its  
9 nondiscrimination obligations.

10 Although Qwest claims that it does not sell unbundled loops to retail customers, the FCC  
11 has not eliminated the local loop from the list of network elements to which the ILEC must  
12 provide nondiscriminatory, unbundled *access*. If it were the case that Qwest could subject  
13 unbundled loops to less favorable terms and conditions simply because there is no "retail  
14 analogue" for loops, this would allow Qwest to execute an "end run" around the FCC's  
15 requirement that ILECs must provide loops to their competitors on a nondiscriminatory basis.

16 **IV. Qwest Has Engaged In Unlawful Discrimination By Providing Its Retail Customers**  
17 **With More Favorable Expedite Terms Than It Provides To Eschelon And Other**  
18 **Facilities-Based CLECs**

19  
20 Qwest's own documentation of its methods and practices shows that Qwest either does  
21 not charge, or waives charges, for expedited service requested by its retail customers when the  
22 specified "emergency conditions" are met.<sup>48</sup> Yet Qwest demands that Eschelon pay a fee under  
23 circumstances where Qwest's retail customer would not be subject to such a fee. The adverse  
24 impact of this disparateness on Eschelon's ability to compete is self-evident.

1           Thus, if a Qwest retail customer requires expedited service because of a fire, Qwest  
2           classifies this as an emergency condition and will expedite service to the customer at no charge.  
3           However, if the same customer, a week later, switches to Eschelon as its local service provider,  
4           and again requires expedited service because of a fire, Eschelon will be faced with three options:  
5           1) refuse to expedite service to the customer, leaving the customer to wait for the period of the  
6           standard interval before service is restored; 2) pay Qwest's \$200 per day expedite charge and  
7           pass that charge along to the customer; or 3) pay Qwest's \$200 per day expedite charge and  
8           absorb the charge. Under any of these options, Eschelon faces a significant competitive  
9           disadvantage. If Eschelon chooses either of the first two options, it is overwhelmingly likely that  
10          the customer, who knows that it can get a "better deal" from Qwest, will return to Qwest. If  
11          Eschelon chooses the third option, it will be able to keep its customer happy, but only because it  
12          is willing to incur a cost that Qwest, itself, does not have.

13           Qwest has indicated that it relies on a decision by the Florida state commission, *In Re*  
14          *Joint Petition by NewSouth Communications Corp.*,<sup>49</sup> in support of its position. Qwest's reliance  
15          on that case is misplaced. In the Florida *NewSouth* case, the state commission did not say that it  
16          was inappropriate to compare the ILEC's treatment of its retail customers with its treatment of its  
17          CLEC loop customers. The state commission specifically found that "[T]he service expedite rate  
18          BellSouth currently charges CLECs is identical to the tariffed rate imposed on its retail  
19          customers."<sup>50</sup> The commission went on to note that "There is no conclusive evidence provided  
20          by the Joint Petitioners that BellSouth routinely foregoes charges for its retail customers. If there  
21          had been such evidence, indicating discriminatory treatment, a TELRIC standard might be

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<sup>48</sup> B. Johnson Direct, Attachment A-1 at Document Nos. 000026-000038 and Qwest Response to 01-009, which is found at the final two pages of Attachment A-1.

<sup>49</sup> 2005 WL 2548249 (Fla P.S.C. 2005).

1 applicable.”<sup>51</sup> Here, of course, there is such evidence that Qwest treats its retail customers  
2 differently than it does Eschelon and, as a consequence, the prohibition against discrimination is  
3 implicated.

4 **V. Qwest Has Engaged In Unlawful Discrimination By Providing Its Reseller/QPP**  
5 **Customers With More Favorable Expedite Terms Than It Provides To Eschelon**  
6 **And Other Facilities-Based CLECs**  
7

8 Just as the Telecommunications Act and state law do not permit Qwest to discriminate in  
9 favor of itself and the service that it provides to its retail customers, nor may it favor certain  
10 CLECs over others. The quality of access to an unbundled network element must be the same  
11 for all carriers.<sup>52</sup> In other words, Qwest cannot discriminate based on the means of delivering the  
12 service.

13 In this case, Qwest continues to provide expedites at no charge under emergency  
14 conditions to CLECs – Eschelon’s competitors – who either resell Qwest service or who provide  
15 service using Qwest’s QPP product.<sup>53</sup> Reseller CLECs and CLECs who have entered into a QPP  
16 agreement with Qwest do obtain access to loops from Qwest, in order to provide service to end  
17 user customers. In providing more favorable expedite terms to these CLECs than to facilities-  
18 based CLECs like Eschelon, Qwest is providing Eschelon’s competitors with more favorable  
19 access to the loop, contrary to prohibitions against discrimination.

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50 *Id.* at \*49.

51 *Id.*

52 51 C.F.R. § 51.311(a) (“The quality of an unbundled network element, as well as the quality of the access to the unbundled network element, that an incumbent LEC provides to a requesting telecommunications carrier shall be the same for all telecommunication carriers requesting access to that network element.”); 51 C.F.R. § 313(a) (“The terms and conditions pursuant to which an incumbent LC provides access to unbundled network elements shall be offered equally to all requesting telecommunications carrier.”). *See also In the Matter of Qwest Communications, Inc.’s Section 271 Application*, ACC Docket No. T-00000A-97-0238, Staff’s Final Report and Recommendation on July 30-31, 2002 Supplemental Workshop (Report Two) (June 20, 2003).

53 B. Johnson Direct, Attachment E at Document No. 001645.

1  
2 **VI. Eschelon Is Entitled To Receive Expedites At A Nondiscriminatory Rate**

3 Qwest has characterized Eschelon as a recalcitrant that refuses to agree to a Qwest-  
4 proposed modification to its Commission-approved ICA because it wants to receive expedites  
5 “for free.” Eschelon has made clear, however, that it will pay charges for expedites under its  
6 existing Interconnection Agreement, including Commission-approved hourly and dispatch  
7 charges, as well as the installation NRC.<sup>54</sup> This is consistent with Eschelon’s long-standing  
8 position, which has been communicated to Qwest as well as this Commission, that it will pay  
9 Commission-approved rates.<sup>55</sup> Moreover, Qwest’s pejorative spin aside, Eschelon is entitled to  
10 expedites on the same terms and conditions as Qwest provides to itself in serving its retail  
11 customers and that it offers to its reseller/QPP CLEC customers.

12 There is no Commission-approved rate for expedites and Qwest does not deny that it has  
13 not provided a cost study in support of the \$200 per day rate set out in its tariff or, indeed, any  
14 expedite rate. To the extent that Qwest can show there is a disputed issue of material fact  
15 regarding its costs to provide an expedited due date, then Eschelon’s motion for summary  
16 judgment should be granted in part and further proceedings in this matter should be limited to the  
17 narrow issue of determining Qwest’s costs to provide expedited service.

18 **CONCLUSION**

19 For the foregoing reasons, Eschelon requests that the Administrative Law Judge and  
20 Commission conclude that Qwest has violated prohibitions under state and federal law and the  
21 ICA against discrimination as a result of offering one expedite process for its retail customers

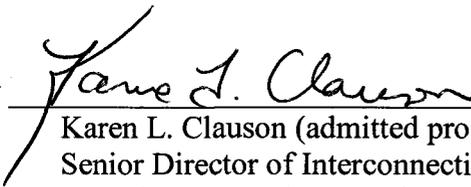
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<sup>54</sup> B. Johnson Direct, Attachment at Document No. 000138.

<sup>55</sup> Decision No. 66242, *In the Matter of U.S. WEST Communications, Inc.’s Compliance with Section 271 of the Telecommunications Act of 1996*, Docket No. T-00000A-97-0238, ¶106.

1 and its reseller/QPP CLEC customers and a different, less favorable expedite process to CLEC  
2 customers seeking to expedite a loop order. Based on the undisputed evidence in this case and to  
3 avoid the issues raised above, the Commission should also expressly reject Qwest's argument  
4 that because it claims it does not sell UNE loops that parity is not at issue here.

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6 Dated: July 13, 2006  
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