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AZ CORP COMMISSION  
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August 18, 2006

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**Qwest**  
Spirit of Service™

Arizona Corporation Commission  
**DOCKETED**

AUG 18 2006

Arizona Corporation Commission  
Docket Control  
1225 West Washington Street  
Phoenix, AZ 85007

DOCKETED BY NR

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 or Madam:

Enclosed for filing in connection with the above-referenced matter is an original and 13 copies of Qwest's Response to Exchelons's Motion for Summary Judgment, or in the Alternative, Partial Summary Judgment, with the following Affidavits and associated Exhibits:

Affidavit of Jill Martain

- Exhibit JM-1 History Log
- Exhibit JM-2 Due Dates-POTS/Non-Design-All States-Bus Res  
(public version)
- Exhibit JM-3 Expedites and Escalations Overview – V41.0
- Exhibit JM-4 Section 4: Order Modifications and Miscellaneous Charges
- Exhibit JM-5 Section 5 – Ordering Options for Access Services
- Exhibit JM-6 Expedites and Escalations Overview – V30.0

Affidavit of Renee Albersheim

- Exhibit RA-1 Service Performance Indicator Definitions (PID)  
14-State 271 PID Version 8.1
- Exhibit RA-2 Service Interval Tables

Affidavit of Jean Novak

- Exhibit JN-1 May 25, 2006 Letter to Eschelon from Qwest

Exhibit JN-2 June 5, 2006 and June 21, 2006 Letter from Eschelon to  
Qwest  
Exhibit JN-3 July 5, 2006 Letter to Eschelon from Qwest

The confidential version of Exhibit 2 to the Martain Affidavit is being transmitted to the Administrative Law Judge and to the Parties who have executed the Protective Agreement.

Sincerely,



Norman G. Curtright

Enclosures

cc: Lyn Farmer, Chief Administrative Law Judge  
Hearing Division  
Amy Bjelland, Administrative Law Judge  
Hearing Division  
Christopher C. Kempley, Esq.  
Chief Counsel, Legal Division  
Ernest G. Johnson, Esq., Director, Utilities Division  
Michael W. Patten, J. Matthew Derstine  
ROSHKA DEWULF & PATTEN, PLC  
Karen L. Clauson, Senior Director of Interconnection/  
Senior Attorney  
Eschelon Telecom, Inc.

1                                   **BEFORE THE ARIZONA CORPORATION COMMISSION**  
2  
3

4 **JEFF HATCH-MILLER**

5           **Chairman**

6 **WILLIAM MUNDELL**

7           **Commissioner**

8 **MIKE GLEASON**

9           **Commissioner**

10 **KRISTIN MAYES**

11           **Commissioner**

12 **BARRY WONG**

13           **Commissioner**  
14

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

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

**QWEST'S RESPONSE TO  
ESCHELON'S MOTION FOR  
SUMMARY JUDGMENT, OR IN THE  
ALTERNATIVE, PARTIAL  
SUMMARY JUDGMENT**

15  
16           Eschelon's entire Motion hinges upon a faulty assumption – comparing apples  
17 (unbundled loops) to oranges (POTS services). The Arizona Corporation Commission  
18 (“Commission”), the FCC and other state commissions across the nation have repeatedly  
19 recognized that unbundled loops are not an analogue to POTS services. The Commission made  
20 this finding by approving different provisioning intervals, different performance standards, and  
21 different methods and procedures for ordering and provisioning loops and POTS services. In  
22 apparent recognition of these overwhelming facts, Eschelon *says* it is assuming that POTS  
23 services and unbundled loops are not analogous (Motion at 3 n.2, and 10). Despite this  
24 concession, Eschelon's argument is premised on the notion that they are analogous; specifically,  
25 Eschelon argues it is discriminatory to have one method for expediting orders for design services  
26 (unbundled loops), and a different process for expediting orders for POTS services, which are  
27 non-design services. *See e.g.*, Motion at 9:3-5; 16:22-17:9. For many years, the Commission  
28 has approved one set of methods and procedures to order and provision unbundled loops, and an

1 entirely different set of methods and procedures to order and provision POTS services.  
2 Eschelon's argument fails on every level. The Commission should reject Eschelon's Motion for  
3 Summary Judgment.

4  
5 **I. MATERIAL FACTS IN DISPUTE**

6  
7 **A. Eschelon's Motion is Premised on the Faulty Assumption that Unbundled**  
8 **Loops and POTS Services are Analogous.**

9 Eschelon asserts there are several undisputed facts that justify summary judgment.  
10 Eschelon then delineates several purported facts that are either disputed or demonstrably  
11 inaccurate. On page two of its Memorandum, Eschelon sets forth four factual assertions that it  
12 claims are "undisputed." Each of these assertions is either incomplete or inaccurate.  
13 Specifically, Eschelon claims in bullets three and four that Qwest provides expedites "in  
14 emergency situations to its retail customers" at no charge. This is just plain wrong.

15 Qwest has two processes for expediting orders – one for design services and one for non-  
16 design services. For non-design services (POTS services), *CLECs and Qwest's retail customers*  
17 *alike can both obtain* an expedited due date under limited circumstances at no charge. For  
18 design services (unbundled loops and private line circuits), *CLECs and Qwest's retail customers*  
19 *alike can both obtain* an expedited due date for any reason so long as they pay a \$200 per day  
20 charge.<sup>1</sup> *Thus, Qwest treats its retail customers exactly the same as it treats CLECs.* Eschelon  
21 admits that, if this is true, they have no complaint. Motion at 20 ("Eschelon is entitled to  
22 expedite on the same terms and conditions as Qwest provides to itself in serving its retail  
23 customers. . . ."). Thus, Eschelon's Motion is premised on a disputed fact (indeed an erroneous  
24 fact) – that Qwest treats its retail customers differently than CLEC customers.

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<sup>1</sup> On page 9 and footnote 29 of the Motion, Eschelon claims that Qwest's retail customers can obtain a free expedite if they "completely lose service." Motion at 9:6-8. What Eschelon fails to say in the body of its argument is that (1) the tariff provisions it cites only concern restoration of service (accomplished by a *repair* ticket) after fire, flood, or other Act of God; (2) restoration of service is wholly unrelated to expediting an order for a new loop; and (3) Qwest would provide the same treatment to CLECs, if a CLEC such as Eschelon had a customer who met the defined circumstances for waiving non-recurring charges on restoration of service after a fire, flood, or Act of God, **Affidavit of Jill Martain at ¶50**. Eschelon's Complaint concerns the process for expediting orders, meaning provisioning a circuit, not repairing or restoring an existing circuit after a fire, flood, or Act of God.

1  
2 **B. Unbundled Loops are a “Design Service” (Like Retail Private Line Circuits);**  
3 **These are Distinguished from Non-Design Services in the Amount and**  
4 **Nature of Work Required to Provision These Services.**

5 The most critical concept to grasp for this Motion is the fact that “design services” are  
6 very different from non-design (POTS) services. Eschelon glosses over this in its Motion.  
7 Generally speaking, Qwest’s services are characterized (at least after the 1996 Act and related  
8 state laws opening the telecom market to competition) as either wholesale or retail, and as  
9 “design” or “non-design.” A “non-design” service is a POTS-type service. **Affidavit of Renee**  
10 **Albersheim at ¶7(a).** Specifically, a “design” service is a more complex service, identified by a  
11 “Circuit ID”, and provisioned out of multiple systems. **Id. at ¶7(b).** Thus, broadly speaking,  
12 Qwest services each fall into one of four quadrants:  
13

	Design	Non-design
Wholesale	<i>E.g., Unbundled Loops (DS0, DS1, DS3, etc.)</i>	<i>E.g., QPP, Resale POTS</i>
Retail	<i>E.g., Private Lines (DS1, DS3, etc.)</i>	<i>E.g., Retail POTS</i>

14  
15 Eschelon is comparing the expedite terms that apply to unbundled loops (in the  
16 wholesale-design quadrant) to the expedite terms that apply to retail POTS (in the retail-non-  
17 design quadrant). This is like trying to compare apples and oranges – the two products contrast  
18 qualitatively to such an extent that they cannot be treated as though they are the same. Because  
19 these two categories of services – design and non-design – are substantially different in the  
20 amount and nature of work required, Qwest’s processes for ordering and provisioning “non-  
21 design services” differs substantially from its processes for ordering and provisioning “design  
22 services.” This is well-known, and supported by many commission decisions. *See e.g., In re*  
23 *Application by Bell Atlantic New York for Authorization Under Section 271 of the*  
24 *Communications Act To Provide In-Region, InterLATA Service in the State of New York*, 15 FCC

1 Rcd 3953, FCC 99-404, ¶44 (Rel. Dec. 22, 1999) (regarding different standards to show  
2 nondiscrimination, for services that have an analogue versus those that do not have an analogue);  
3 *In Re U. S. WEST Communications, Inc.*, 2002 WL 1378630, Decision No. 64836 ¶6 (Ariz.  
4 Corp. Comm. May 21, 2002); (“In the Bell Atlantic New York Order the FCC stated that the  
5 ordering and provisioning of network elements has no retail analogue...”). *See also, infra* at §§  
6 I.C; II.C.2.

7  
8 C. **Qwest’s Industry-Developed and Commission-Approved Performance**  
9 **Measures Demonstrate the Factual Difference Between Unbundled Loops**  
10 **and POTS Services.**

11 In the Section 271 proceedings, a region-wide industry panel developed performance  
12 standards for Qwest by which Qwest would show compliance with its 1996 Act obligations to  
13 provide non-discriminatory service to CLECs. Similar measures were developed with the entire  
14 industry in Arizona in Commission-sponsored proceedings. *See e.g., Re U. S. WEST*  
15 *Communications, Inc.*, 2002 WL 1378630, ¶¶12-14 (Ariz. Corp. Comm. May 21, 2002)  
16 (describing Arizona Section 271 workshop and OSS testing). These performance measures  
17 consistently and routinely differentiate between design and non-design services. For example,  
18 OP-3 is the measure that determines the percentage of orders that Qwest must complete on time  
19 – “Commitments Met.” For resale and UNE-P (now generally known as QPP), Qwest must  
20 provide parity with Qwest’s retail POTS lines. The same is true for OP-4 – the standard  
21 installation interval. **Albersheim ¶8**. The performance standards developed for unbundled  
22 loops are very different. For unbundled analog loops – DS0 loops – there is a “benchmark”,  
23 rather than a requirement that Qwest provide retail parity because there is no retail analogue for  
24 the provisioning of unbundled DS0 loops. Thus, this Commission has already drawn a  
25 meaningful distinction between unbundled loops and retail POTS service, and determined that  
26 they are not equivalent services. Many other commissions, including the FCC, agree with this  
27 position. *See* citations at **Albersheim ¶8(b)**. Similarly, the Commission does not compare the  
28 provision of high capacity loops – DS1 and DS3 loops – to CLECs with retail POTS service.

1 Instead, the Commission found a retail analogue, specifically DS1 and DS3 private lines.  
2 **Albersheim ¶8(c).** The Commission found that Qwest must provide high capacity loops at  
3 parity with retail private lines. This is what Qwest is doing – using the exact same expedite  
4 process for Qwest’s retail design services as it does for unbundled loops. Eschelon argues that  
5 the analogue should be retail POTS because Eschelon uses high capacity loops to provide a  
6 number of DS0 circuits. Eschelon misses the point for several reasons: (1) distinctions have  
7 already been drawn between the services and acknowledged through the development of separate  
8 types of performance measurements; (2) Qwest often uses private line circuits to do the exact  
9 same thing; and (3) the work required to provision a private line is more complex and time  
10 consuming than that required for a POTS circuit. **Albersheim ¶8(c).**

11 The performance measures negotiated with the entire industry and adopted by the  
12 Commission differentiate between unbundled loops (a design service) and POTS types services  
13 (non-design services). If Qwest meets these performance measures for provisioning unbundled  
14 loops – something Qwest does with regularity – the FCC has held that Qwest is affording  
15 Eschelon a meaningful opportunity to compete. *In re Application of BellSouth Corporation*  
16 *Pursuant to Section 271 of the Communications Act of 1934. As Amended, to Provide In-Region*  
17 *InterLATA Services in Louisiana*, 13 FCC Rcd 20599, FCC 98-271 ¶¶350, 363 (Rel. Oct. 13,  
18 1998); *Re US WEST*, 2002 WL 1378630 ¶7 (Ariz. Corp. Comm. May 21, 2002). *See also, infra*  
19 *at §II.C.2.* In this docket, with regard to expedites, Eschelon is asking for service that is superior  
20 to what the FCC and this Commission have already determined gives Eschelon a meaningful  
21 opportunity to compete.

22 ***In fact, Eschelon is able to obtain orders for high capacity loops expedited from Qwest***  
23 ***at rates, terms and conditions that are superior to what Qwest provides to itself.*** Qwest’s  
24 standard provisioning interval for DS1 and DS3 private lines is 9 days. In stark contrast, CLECs,  
25 including Eschelon, can obtain a DS1 Capable Loop in 5 days, and a DS3 Capable Loop in 7  
26 days. ***See Exhibit 2 to Albersheim Affidavit.*** Thus, if a wholesale customer orders a DS1  
27 capable loop from Eschelon and wants the line delivered in one day, the order will have to be

1 expedited 5 days, and it would cost the customer \$1000 (\$200 per day for 5 days). However, if  
2 the same customer comes to Qwest and orders a DS1 private line (the retail analog) and wants  
3 the line delivered in one day, the order will have to be expedited 9 days, and it would cost the  
4 customer \$1800 (\$200 per day for 9 days). Thus, Eschelon is actually receiving superior rates  
5 and conditions.<sup>2</sup> **Affidavit of Jill Martain at ¶51.**

6  
7 **D. Qwest's Process for Expediting Orders for Design Services Differs from its**  
8 **Process for Expediting Orders for Non-Design Services.**

9 Qwest's method for expediting orders for design services and non-design services differs.  
10 Qwest consistently uses one process – for Qwest and CLECs alike – on non-design, POTS-type  
11 services. **Martain Aff. ¶43.** For *POTS-type* services, Qwest will only expedite orders in limited  
12 circumstances, which Eschelon has described as “emergency circumstances.” If one of those  
13 circumstances is satisfied, Qwest will expedite the order at no charge. **Martain Aff. ¶¶44-45.**  
14 Again, this process applies to all POTS-type services for CLECs and Qwest retail customers  
15 alike. **Martain Aff. ¶44.** Qwest consistently uses a different process on *design* services. Here,  
16 Qwest will expedite orders for design services upon request for any reason; however, a \$200 per  
17 day expedite fee is always applied. **Martain Aff. ¶¶46, 51.** Again, Qwest uses this exact same  
18 process for Qwest's retail customers and CLECs alike. **Martain Aff. ¶¶46-49.** Indeed, Qwest's  
19 private line tariff contains a specific section on expediting orders for Qwest's retail customers. It  
20 reads:

21 **4.1 GENERAL (CONT'D)**

22  
23 **4.1.4 EXPEDITE**

- 24  
25 A. If a customer desires that service be provided on an earlier date than that which  
26 has been established for the order, the customer may request that service be  
27 provided on an expedited basis. If the Company agrees to provide the service on  
28 an expedited basis, an Expedite Charge will apply. The customer will be notified  
29 of the Expedite Charge prior to the order being issued.  
30

---

<sup>2</sup> Eschelon admits this fact. In its Motion at page 6, Eschelon admits that it was charged \$1800 to expedite a retail circuit.

1 B. If the Company is subsequently unable to meet an agreed upon expedited service  
2 date, no Expedite Charge will apply unless the missed service date was caused by  
3 the customer.  
4

5 C. The Expedited Order Charge will be applied when the customer requests a service  
6 date that is prior to the standard interval service date as set for in the Qwest  
7 Corporation Service Interval Guide (SIG) on an order or when a customer  
8 requests an earlier service date on a pending standard or negotiated interval order.  
9

10 The Expedited Order Charge, as set forth below, will apply on a per order basis  
11 for each day the service date is advanced.  
12

	USOC	NONRECURRING CHARGE
* Per day	EODDB	\$200.00

18 The Expedited Order Charges will be billed in addition to other applicable  
19 nonrecurring charges.

20 See **Martain ¶¶47, 49**. Far from discrimination, Qwest is doing what Eschelon requests  
21 (Motion at 20) – providing “expedites on the same terms and conditions as Qwest provides to  
22 itself in serving its retail customers.” **Martain ¶43**. Indeed, as stated above, Eschelon is  
23 actually obtaining expedites on rates, terms and conditions more favorable than Qwest retail  
24 customers receive.

25  
26 **E. Qwest’s Current Processes for Expediting Orders Comport in all Respects**  
27 **With Eschelon’s Interconnection Agreement with Qwest.**

28 Based on the explanation set forth above, it is obvious that Qwest has a process for  
29 expediting orders for all services, including unbundled loops. Eschelon’s true complaint in this  
30 case is that it should not have to pay a \$200 per day fee to expedite an order. *Direct Testimony*  
31 *of James D. Webber at 36, lines 11-15*. However, Eschelon also makes a fleeting attempt to  
32 argue that Qwest’s processes violate Eschelon’s interconnection agreement. A brief review of  
33 Eschelon’s contract shows this argument is specious.

34 The Qwest-Eschelon ICA is the original ICA negotiated (in part) and arbitrated (in part)  
35 by Qwest (then U S WEST) and AT&T following passage of the Act. Eschelon opted into the  
36 AT&T ICA, which the Commission approved on April 28, 2000. The ICA states that Qwest and

1 AT&T “shall mutually develop expedite procedures to be followed” when AT&T “determines an  
2 expedite is required to meet subscriber service needs.” ICA at Att. 5, §3.2.2.12 (emphasis  
3 added). Qwest and the industry (including AT&T) developed methods to expedite orders for  
4 various services, including unbundled loops in the Commission-approved Change Management  
5 Process (“CMP”). **Martain ¶¶31, 33-38.** The expedite process was modified on numerous  
6 occasions in CMP without any objection by Eschelon. **Martain ¶¶31-32.** Eschelon used the  
7 processes for expediting orders developed and modified in CMP without objection. Thus, the  
8 process for expediting orders for services, including unbundled loops, is the process developed in  
9 CMP.

10 However, Eschelon’s ICA does not guarantee it the right to obtain expedites for free. It  
11 simply states that Qwest “shall provide” CLEC with the capability to request an expedited due  
12 date on a service order. ICA at Att. 5, §3.2.2.13. Qwest did provide Eschelon with the  
13 capability to request expedite orders for unbundled loops; however, Eschelon made a conscious  
14 decision that it would not opt into the process developed in the Commission-approved CMP.  
15 Moreover, in three separate places, the Eschelon agreement specifically contemplates that  
16 Eschelon will pay a fee to Qwest in order to expedite an order. ICA at Att. 5, §§3.2.4.2.1,  
17 3.2.4.3.1 and 3.2.4.4. **Albersheim ¶13(d).**

18 Finally, the Eschelon ICA makes plain that Qwest does not need to expedite service  
19 orders simply because Eschelon requests an expedite. **Albersheim ¶13(a)-(c).** The ICA states  
20 that “[w]ithin two (2) business hours after a request from [Eschelon] for an expedited order,  
21 [Qwest] shall notify” Eschelon whether it will complete the order on an expedited interval. ICA  
22 at Att. 5, §3.2.2.13. Other provisions of the ICA amplify that Qwest is not obligated to expedite  
23 orders. Specifically, the ICA states that if Eschelon submits an order that requests an expedited  
24 due date, “and [Qwest] agrees to” the new due date, then that expedited date is the new due date.  
25 ICA at Att. 5, §3.2.4.3.1. The ICA also gives Eschelon the right to request an expedited due date  
26 after submission of the order; again, the expedited date is not applicable unless Qwest “agrees to  
27 meet that new/revised due date....” ICA at Att. 5, §3.2.4.4. **Albersheim ¶13(c).** Here, Qwest

1 immediately informed Eschelon that it would not expedite the order thereby fulfilling its  
2 contractual obligations. *Id.*

3 The current expedite process created in the Commission-approved CMP would have  
4 required Qwest to expedite an order for an unbundled loop simply because Eschelon requested  
5 an expedited due date. **Albersheim ¶14.** Despite this added benefit, Eschelon refused to opt  
6 into the process because it does not want to pay Qwest the \$200 per day expedite fee.

7  
8 **F. The Change Management Process (“CMP”) is the Industry’s Vehicle for**  
9 **Developing Changes to Qwest Processes, Including Expedites.**

10 Eschelon claims that the expedite process developed in CMP denies Eschelon a  
11 meaningful opportunity to compete. CMP was created during the Section 271 proceedings for  
12 the specific purpose of ensuring that CLECs have a meaningful opportunity to compete, and  
13 CMP was approved by both this Commission and the FCC. From a CLEC’s perspective, the  
14 purpose of CMP is to provide CLECs with a meaningful opportunity to modify systems,  
15 processes and procedures. From Qwest’s perspective, CMP is to ensure that Qwest can  
16 implement uniform systems, processes and procedures so it can train its people and perform at a  
17 consistently high level of quality for its wholesale customers. **Martain ¶4.**

18 The FCC evaluated CMP in excruciating detail as part of the 271 proceedings. The FCC  
19 found CMP to be “clearly drafted, well organized and accessible.” *See, e.g., In re Application by*  
20 *Qwest Communications International, Inc. for Authorization to Provide In-Region, InterLATA*  
21 *Services in the States of Colorado et al.*, FCC 02-332 (Rel. Dec. 23, 2002) at ¶133. The FCC  
22 asserted that CMP “effectively processes and communicates to competitive LECs ‘any changes  
23 in Qwest’s OSS interfaces and to products and processes that are within the scope of CMP.’” *Id.*  
24 ***Importantly, the FCC recognized that “a key component of an effective change management***  
25 ***process is the existence of a forum in which both competing carriers and the BOC improve ...***  
26 ***method[s].”*** *Id.* at ¶134. ***The FCC found CMP did just that.*** *Id.* For years now, Qwest and the  
27 CLECs in its region have used CMP to modify systems, and to improve processes and

1 procedures. **Martain ¶5.** *See also, Id., ¶¶6-38.* Eschelon has been very active in CMP,  
2 submitting 228 change requests, of which 188 have been approved. **Martain ¶¶5, 28.**

3 The CLEC community requested a change management process in the 271 proceedings,  
4 and the net result was the creation of CMP and a document governing how CMP operates. This  
5 document was negotiated and created by the industry as a whole, and the industry as a whole has  
6 the ability to modify the document (“Exhibit G”). **Martain ¶¶5-6.** *See Az. SGAT Exhibit G.*  
7 Exhibit G explains that CMP is where the industry creates and modifies processes:

8 **1.0 INTRODUCTION AND SCOPE**  
9

10 This document defines the processes for change management of OSS interfaces, products  
11 and processes (including manual) as described below. ***CMP provides a means to address***  
12 ***changes that support or affect pre-ordering, ordering/provisioning, maintenance/repair***  
13 ***and billing capabilities and associated documentation and production support issues***  
14 ***for local services provided by CLECs to their end users.***  
15

16 The CMP is managed by CLEC and Qwest representatives each having distinct roles and  
17 responsibilities. The CLECs and Qwest will hold regular meetings to exchange  
18 information about the status of existing changes, the need for new changes, what changes  
19 Qwest is proposing, how the process is working, etc. The process also allows for  
20 escalation to resolve disputes, if necessary.  
21

22 (emphasis added). **See Martain ¶¶5-6,** and Exhibit 1 thereto.

23 The expedite process has developed over time through CMP. CMP modified the expedite  
24 process on numerous occasions, many times at the request of CLECs. **Martain ¶31.** The  
25 development of the expedite process is reflected in fourteen version changes in the PCAT. *See*  
26 *Id. ¶31* (table describing these versions). Once Qwest implemented a change, it monitored the  
27 results for any lack of parity or inefficiencies, or areas that could be improved upon. *Id. ¶¶32-34.*  
28 Eschelon never complained about these many changes; instead, they took advantage of the  
29 process changes.

30 Under the previous expedite process, which permitted CLECs to obtain expedites under  
31 certain emergency conditions for free, Qwest found that some CLECs abused the process. For  
32 instance, some CLECs claimed a medical emergency existed over and over again using the exact

1 same medical facility's letter. **Martain ¶35.** In other situations, Qwest found that CLECs were  
2 issuing orders to Qwest to disconnect their end users for non-payment, and then later submitting  
3 New Connect orders to restore the services. Under these circumstances, the CLECs attempted to  
4 request an expedite using one of the defined emergency expedite reasons like "Conditions where  
5 your end-user is completely out of service (primary line)". This reflects a simple attempt to  
6 game the system at Qwest's expense. These types of situations placed an undue burden on Qwest  
7 and drove Qwest to have to reconsider the products that were included in the Pre-Approved  
8 expedite process and re-evaluate Qwest's expedite process generally. **Martain ¶35.** That re-  
9 evaluation led to the current expedite process (*Id.* at ¶¶36-38); fourteen CLECs in Arizona have  
10 adopted the current process by amendment of their ICAs, and 14 other CLECs already had such  
11 language in the ICA. *Id.* at ¶40. Through all of the changes to the expedite process in CMP,  
12 implemented through the many versions in the PCAT, Eschelon took advantage of the changes  
13 issued in CMP until Version 27. Then, for the first time, Eschelon claimed that modifications to  
14 the expedite process in CMP violate its ICA.

15  
16 **II. ARGUMENT**

17  
18 **A. Summary Judgment is Inappropriate Where Material Facts are in Dispute.**

19 Summary judgment is inappropriate unless "there is no genuine issue as to any material  
20 fact and ... the moving party is entitled to a judgment as a matter of law." Ariz. R. Civ. P.  
21 56(c)(1) (2006). "Thus, summary judgment in favor of either party is appropriate only if the  
22 facts produced in support of the other party's claim or defense have so little probative value,  
23 given the quantum of evidence required, that reasonable people could not agree with the  
24 conclusion advanced by the proponent of the claim or defense." *Johnson v. Earnhardt's Gilbert*  
25 *Dodge, Inc.*, 132 P.3d 825, 829 (Ariz. 2006) (internal quotations omitted). Here, Eschelon's  
26 Motion is premised upon a fact that is not only disputed, but demonstrably inaccurate – that  
27 Qwest treats its retail customers differently than it treats CLECs. Hence, the Commission must

1 deny Eschelon's Motion and hear the full evidence on the issues in this case at the scheduled  
2 hearing.

3  
4 **B. Eschelon Seeks Special Treatment For Itself in Conflict with the Law, the**  
5 **Parties' ICA, and CMP.**

6 Not only is Eschelon's Motion premised upon an inaccurate set of facts, but Eschelon is  
7 asking the Commission to endorse a violation of the legal principles Eschelon sets forth in its  
8 Motion and Memorandum. As Eschelon recognizes, federal and state law requires that Qwest  
9 not discriminate between purchasers. 47 U.S.C. § 251(c)(3) (access to UNE's must be  
10 nondiscriminatory); A.R.S. § 40-334(A) (2006) ("A public service corporation shall not, as to  
11 rates, charges, service, facilities or in any other respect, make or grant any preference or  
12 advantage to any person or subject any person to any prejudice or disadvantage"). See MSJ at  
13 9:2; 11:13 (quoting First Report and Order ¶315, terms "must be offered equally to all requesting  
14 carriers"); 19:8-12 (citing *inter alia*, 51 CFR §§51.311(a), 313(a)). The parties' ICA likewise  
15 requires nondiscrimination between carriers purchasing from Qwest: "[Qwest] shall conduct all  
16 activities and interfaces which are provided for under this Agreement with CLEC's Customers in a  
17 carrier-neutral, nondiscriminatory manner." ICA at § 31.1. Thus, Eschelon's ICA requires Qwest  
18 to treat all CLECs the same. That is exactly what Qwest is doing. Scores of CLECs across the  
19 region and 14 CLECs in Arizona have adopted the unbundled loops expedite terms that Qwest  
20 and the CLECs developed in CMP. **Martain ¶40.** However, Eschelon is asking this  
21 Commission to endorse a process for expediting orders for unbundled loops that is superior to  
22 the process used by every other CLEC in Arizona. Thus, Eschelon seeks for the Commission to  
23 order Qwest to violate the law and its ICA.

24 In seeking to obtain free expedites on unbundled loops for the narrow emergency  
25 exception that applies only to POTS-type services, Eschelon seeks to require Qwest to violate its  
26 statutory and contractual obligations to not give preferential terms. The Commission should  
27 reject Eschelon's attempt to obtain special treatment and deny the Motion for Summary  
28 Judgment.

1  
2           **C. Qwest's Current Process for Expediting Unbundled Loops Provides**  
3           **Eschelon with a Meaningful Opportunity to Compete.**

4           Eschelon complains that its inability to obtain expedited due dates for free under certain  
5 defined emergency conditions somehow deprives it of a "meaningful opportunity to compete."  
6 For UNEs such as unbundled loops, the FCC determined that Qwest must provide an "efficient  
7 carrier a 'meaningful opportunity to compete.'" *In re Bell Atlantic New York*, FCC 99-404, ¶44  
8 (Rel. December 22, 1999); quoted in the Motion at 12:12-15. Many CLECs in Arizona have  
9 opted into Qwest's new process for expediting orders for unbundled loops. **Martain ¶40.**  
10 Eschelon's argument is tantamount to saying that each of these many CLECs willingly agreed to  
11 a process that deprives them of a meaningful opportunity to compete. That argument does not  
12 withstand scrutiny.

13           *Noticeably absent from Eschelon's argument is any case which holds that the failure to*  
14 *provide expedited due dates for free somehow violates this standard.* Indeed, the law clearly  
15 supports Qwest on this subject. As stated above, in Arizona the Commission approved  
16 performance metrics for the ordering and provisioning of unbundled loops. The law is plain that  
17 Qwest provides CLECs a meaningful opportunity to compete by virtue of the fact that it satisfies  
18 these Commission-approved performance measures. *See e.g., In re Application by Bell Atlantic*  
19 *New York for Authorization Under Section 271 of the Communications Act To Provide In-*  
20 *Region, InterLATA Service in the State of New York*, 15 FCC Rcd 3953 ¶8 (Rel. Dec. 22, 1999);  
21 *In re Application by SBC Communications Inc., et al., Pursuant to Section 271 of the*  
22 *Telecommunications Act of 1996 To Provide In-Region, InterLATA Services In Texas*, 15 FCC  
23 Rcd 18354, 18361-18362 ¶13 n.33 (FCC Rel. June 30, 2000); *In re Application by Verizon New*  
24 *England Inc. et al., for Authorization to Provide In-Region, InterLATA Services In Maine*, 17  
25 FCC Rcd 11659 ¶7 (FCC Rel. June 19, 2002); *Re U. S. WEST Communications, Inc.*, 2002 WL  
26 1378630, ¶7 (Ariz. Corp. Comm. May 21, 2002).

27  
28           **1. *Section 251 Does Not Require Expedited (Superior) Access, Just***  
29           ***Nondiscriminatory Access to UNEs.***

1 Eschelon claims it is entitled to receive superior service – performance in excess of the  
2 Commission set performance metrics - but the 1996 Act does not require Qwest to provide  
3 expedited due dates. For example, the Kentucky Commission recently ruled:

4  
5 The Joint Petitioners contend that expedited service is part and parcel of UNE  
6 provisioning. The Commission disagrees. Standard provisioning intervals for service are  
7 required pursuant to Section 251. BellSouth should also provide non-discriminatory  
8 access to expedited service, but expedited service is not a Section 251 obligation.

9 *In re Joint Petition for Arbitration of Newsouth Communications Corp.*, 2006 Ky. PUC LEXIS  
10 159 at Issue 86 (Ky. PUC March 14, 2006). Instead, Section 251(c)(3) requires that access to  
11 UNEs be nondiscriminatory:

12  
13 Unbundled access. The duty to provide... ***nondiscriminatory access to network elements***  
14 ***on an unbundled basis*** at any technically feasible point ***on rates, terms, and conditions***  
15 ***that are just, reasonable, and nondiscriminatory in accordance with the terms and***  
16 ***conditions of the agreement and the requirements of this section and section 252.*** ...

17 47 U.S.C. § 251(c)(3) (2006) (emphasis added). Initially, the FCC's First Report and Order  
18 interpreted this as requiring ILECs to provide "superior" service. The Eighth Circuit struck this  
19 language down as violative of the 1996 Act; that portion of the Eighth Circuit's decision was  
20 never disturbed by the United States Supreme Court. *See e.g., Iowa Utilities Board v. AT&T*,  
21 120 F.3d 753, 812-13 (8th Cir. 1997), *aff'd in part and rev'd in part*, 525 U.S. 366, 397 (1999).

22 A recent decision by the Florida Commission recognized this point:

23  
24 It is clear there is no obligation imposed or implied in Rule 51.311(b) that an incumbent  
25 render services to a CLEC superior in quality to those provided to a retail customer  
26 ***requesting similar services. So long as rates are identical for all requesting parties,***  
27 ***CLEC and retail alike, parity exists in the provisioning structure for service expedites,***  
28 and there is no conflict with Rule 51.311(b). We reiterate that current regulations do not  
29 compel an ILEC to provide CLECs with access superior in quality to that supplied to its  
30 own retail customers.

31 *In re Joint Petition by NewSouth et al.*, 2005 Fla. PUC LEXIS 634 \*150, Order No. PSC-05-  
32 0975-FOF-TP (Fla. PSC Oct. 11, 2005) (emphasis added). *In re NewSouth* approved  
33 BellSouth's expedite fee of \$200 per day for CLECs because BellSouth charged the same fee to  
34 expedite similar retail services. *Id.* at \*150-151. That is exactly what Qwest is doing here.

1 Eschelon attempts to overcome this abundance of authority by citing to a decision of the  
2 North Carolina Commission, finding that Section 251 requires BellSouth to expedite orders to  
3 CLECs on the same terms and conditions as it provides to its retail customers. *In Re NewSouth*  
4 *Communications Corp. et al.*, 2006 WL 707683 \*47 (N.C.U.C. Feb. 8, 2006). While there are  
5 aspects of the North Carolina Commission's decision that misapprehend the law, Qwest more  
6 than satisfies this standard. As noted above, Qwest does expedite orders for CLECs using the  
7 exact same processes and procedures as it does for its similarly situated retail customers. Indeed,  
8 for unbundled loops, Eschelon admits that it has obtained shorter provisioning intervals to those  
9 that Qwest provides for its own retail customers. Memorandum at 6 (admits able to expedite the  
10 order in question in this case); at 16 (regarding Colorado PUC's approval of 5 business day  
11 interval for installation of loop, vs. 9 day interval for retail private line service). The net effect is  
12 that Eschelon can itself expedite the exact same circuit for a customer at a lower price than  
13 Qwest. Thus, Eschelon actually obtains superior service.

14 As the Kentucky Commission correctly decided, Qwest provides Eschelon with a  
15 meaningful opportunity to compete by provisioning loops using the standard installation interval.  
16 Expedited due dates are not required. The question of whether Eschelon has a meaningful  
17 opportunity to compete is simply a question of whether Qwest has met the Commission-  
18 approved performance metrics. Qwest has consistently met those obligations. Eschelon cannot  
19 prevail under the "meaningful opportunity to compete" standard. The Commission should deny  
20 the Motion.

21  
22 **2. *Qwest Provides Nondiscriminatory Access to Unbundled Loops;***  
23 ***Commissions Across the Nation Have Recognized that the Provision of***  
24 ***an Unbundled Loop is Not Analogous to the Provision of a POTS***  
25 ***Service.***

26 Eschelon's argument comes down to a claim that it is unfair to set one provisioning  
27 process for unbundled loops, and a separate provisioning process for POTS services. Eschelon's  
28 argument is contrary to commission decisions across the nation. Numerous commission

1 decisions recognize that the provision of an unbundled loop is equivalent to the provision of a  
2 *design* service (private lines etc.). For instance:

3  
4 [I]n the past we have evaluated whether a BOC is meeting its nondiscrimination  
5 obligation with respect to loops by examining whether loops are provided in a fashion  
6 that provides an efficient competitor a meaningful opportunity to compete. ... In this  
7 application, however, we note that the New York Commission adopted a retail analogue  
8 for new unbundled loops, and Bell Atlantic submitted accompanying data with which we  
9 can conduct a direct parity comparison. n897 Because this retail analogue was developed  
10 as a result of the rigorous collaborative process described above, we find this means of  
11 comparison to be reasonable in this instance.

12 \* \* \*

13 n897 In particular, *Bell Atlantic provides data regarding its performance in*  
14 *provisioning second lines and other new loops to its retail customers.*

15 *In re Bell Atlantic New York*, 15 FCC Rcd 3953, 4098 ¶279 and n. 897 (FCC Rel. Dec. 22, 1999)  
16 (emphasis added). *See also, In re Verizon Pennsylvania, Inc.*, 16 FCC Rcd 17419, 17479 ¶110  
17 (FCC Sep. 19, 2001) (parity between unbundled transport and retail DS3)<sup>3</sup>; *In re Amendments to*  
18 *the Public Utilities Commission's Rules Regulating Telecommunications Service Providers and*  
19 *Telephone Utilities*, 1999 Colo. PUC LEXIS 5, 9-11, Decision No. C99-1116; (Colo. PUC Rel.  
20 Oct. 14, 1999) (Colo. PUC Rel. Oct. 14, 1999) (requiring comparison of UNE loop only to retail  
21 installations that required a technician dispatch, not to all retail installations).<sup>4</sup>

22 Likewise, numerous commission decisions recognize that unbundled loops are *not*  
23 analogous to retail *non-design* services (POTS). *See e.g., In re BellSouth Corp.*, 13 FCC Rcd  
24 20599, 20717 ¶198 (FCC Oct. 13, 1998) ("the provisioning of unbundled local loops has no  
25 retail analogue"); *Id.* at ¶87 n.248 (ordering and provisioning of UNEs generally has no retail  
26 analogue); *In re Deployment of Wireline Services Offering Advanced Telecommunications*

---

<sup>3</sup> "In Pennsylvania, the retail analogue for this measure historically has been all retail 'special services,' which predominantly includes relatively simple voice-grade services, rather than the more complex services that CLECs order. ... **The revised retail analogue uses provisioning of retail DS-3s instead of retail special services because the unbundled interoffice facilities Verizon provides to competitive LECs are predominately at the DS-3 level, rather than the voice grade level.**" *Verizon Pennsylvania*, at n.376 (emphasis added).

<sup>4</sup> CLECs had argued for requiring Qwest to establish parity between UNE loop installation and retail POTS/BRI installations based on a California decision which they claimed did that; the commission rejected the argument because it noted "[T]he California comparison appears to focus on retail business service for which a technician dispatch is required by the ILEC. Because the UNE loop will likely require some technician interaction time in order to transfer it from the ILEC to the CLEC switch, a comparison to a retail installation analog requiring such interaction is more appropriate than a simple comparison to all POTS/BRI installations." *In re Amendments*, 1999 Colo. PUC LEXIS 5, \*10-11.

1 *Capability and Implementation of the Local Competition Provisions of the Telecommunications*  
2 *Act of 1996*, 14 FCC Rcd 20912, 20962 n.248 (FCC Dec. 9, 1999);<sup>5</sup> *21st Century Telecom of*  
3 *Illinois, Inc. v. Illinois Bell Telephone Company*, 2000 Ill. PUC LEXIS 489 \*74-75 (Ill. PUC  
4 June 15, 2000) (work required to provision an unbundled loop is substantially more extensive  
5 than work required to do 'line translation' to provision a retail POTS line).

6 Given the breadth of authority that exists, Eschelon craftily suggests that Commissions  
7 have found there is a retail analogue for unbundled loops, and leaves the impression that the  
8 analogue is POTS services. However, the only retail analogue is between high capacity loops  
9 (DS1 and DS3 Capable Loops) and high-capacity private lines. *None of the decisions which*  
10 *Eschelon cites compare the provisioning of unbundled loops to that of non-design, POTS-type*  
11 *service.*<sup>6</sup> Thus Eschelon's argument actually makes Qwest's point because the terms and  
12 conditions that Qwest applies to high-capacity private lines for its own retail customers are the  
13 same as Qwest applies to unbundled loops: \$200 per day to expedite an order. Thus, Qwest is  
14 providing parity (and better) for unbundled loops and consistently applies the same standard to

---

<sup>5</sup> "Historically, the Commission has held that most UNEs do not have a retail analog. xDSL may be different, however, in that the incumbent LEC is newly provisioning xDSL to its own customer, which permits a more direct comparison to the provisioning of a new UNE." *In re Deployment*, at n.248.

<sup>6</sup> Specifically, Eschelon points to the following state commission decisions:

(1) From the Minnesota PRC, *In re Merger ... of Qwest Communications Corp.*, Dkt. No. P-3009, 3052, 5096, 421, 3017/PA-99-1192, Order Accepting Settlement Agreements and Approving Merger Subject to Conditions (Minn. PUC June 28, 2000). Here, Qwest agreed to a 5-day interval to install a *DS1 loop*, 1-8 lines, in a high density zone, per ¶122 of the ALJ Recommendation which Eschelon cites. Later in the Section 271 application for Minnesota, Qwest proposed a longer interval for CLECs due to the longer interval it was using for retail private lines.

(2) From the New Mexico PRC: *In re Qwest Corporation, Utility Case No. 3269, Order Regarding Facilitator's Report on Checklist Item 2 ... Checklist Item 4 (Access to Unbundled Loops), Checklist Item 5 ... and Checklist Item 6...*, ¶83 (N.M. PRC, November 20, 2001). Eschelon cites this without noting that here, Qwest had only asserted parity between DS1 unbundled loops and DS1 retail lines.

(3) From the Colorado PUC: *In re Qwest Corporation (In re Third Six-Month Review of Qwest Corp.'s Colorado Performance Assurance Plan)*, 2005 WL 165817 (Colo. PUC June 6, 2005). Qwest asserted that the CPAP measurement regarding installation of DS1 unbundled loops should remain parity with installation of retail private lines (DS1), not with retail POTS or other non-design services. *See id.* at ¶¶21, 24, 31. Again, DS1 is a retail *design* service.

In summary, these decisions show Qwest has always acted consistent with the facts and provided parity between unbundled loops and retail *design* services (DS1 and up, private lines, etc.) because these services are similar enough to call for a parity measurement for some aspects of provisioning.

1 retail and CLEC customers alike. Qwest's expedite fee for unbundled loops is the same that it  
2 charges on retail design services (\$200 per day). Given that every commission in the nation to  
3 consider the question agrees with Qwest on the point that unbundled loops are not comparable to  
4 POTS services, the Commission should deny Eschelon's Motion.

5  
6 **3. Qwest Provides Eschelon a "Meaningful Opportunity to Compete" by**  
7 **Offering to Expedite QPP Orders at Rates, Terms and Conditions that**  
8 **Eschelon Agrees Are Satisfactory.**

9 Eschelon admits that it serves a large percentage of its customers – 17 percent – in  
10 Arizona through a product known as QPP. *Testimony of Bonnie J. Johnson at 5, ll. 7-15.* QPP is  
11 a POTS service, much like UNE-P, resale and Qwest's retail POTS. **Martain ¶42(a).** Eschelon  
12 readily admits that the process Qwest uses to expedite orders for QPP is fully acceptable. This  
13 admission is tantamount to recognizing the validity of Qwest's position. To the extent that a  
14 customer needs a line delivered immediately, Eschelon can always order QPP and serve the  
15 customer using that method. This allows Eschelon to obtain an expedited order in emergency  
16 circumstances at no charge.

17 If Eschelon wants to avoid the \$200 per day expedite fee, it can – by ordering the proper  
18 service, QPP. To punish Qwest for Eschelon's inefficient action with regard to the named  
19 customer in Eschelon's Complaint would be unjust and unreasonable. *See, In re Bell Atlantic*  
20 *New York, 15 FCC Rcd at 4098 ¶279* (the Section 251 standard is to provide "an *efficient* carrier  
21 a meaningful opportunity to compete") (emphasis added).

22  
23 **D. The Plain Language of Eschelon's ICA Shows It Has No Contractual Right**  
24 **to Expedited Service, and the Expedite Process Developed in CMP is**  
25 **Consistent With the Parties' ICA.**

26 Eschelon claims three types of breach of the ICA, but each of its assertions is in error.  
27 First, Eschelon claims that Qwest violated the ICA when it replaced a former CMP-developed  
28 expedite process with the current one, effective January 2006. *The first expedite process*  
29 *developed in CMP did not amend the ICA (i.e., was not incorporated into the ICA).* *See e.g.,*  
30 **Martain ¶35.** Because the former expedite process was never incorporated into the ICA,

1 *Eschelon has no basis on which to claim Qwest violated its ICA when it replaced that process*  
2 *with the current expedite process.* Qwest is requiring that Eschelon (and all other CLECs) sign  
3 an amendment of the ICA regarding the current expedite terms because Eschelon has in the past  
4 refused to pay charges to which it had agreed, unless the charge is expressly stated in the ICA or  
5 an amendment. **Affidavit of Jean Novak, ¶¶5-7.** Thus, Eschelon should be estopped, by its  
6 own course of conduct, from asserting that the former expedite process is part of the ICA.

7 Second, Eschelon claims that Qwest violated the ICA by declining to expedite Eschelon  
8 orders submitted after the first process expired January 2006. Here, Eschelon claims the parties'  
9 current ICA gives it a right to expedite, notably without quoting the relevant sections of the ICA.  
10 This is because the plain language does not support Eschelon's position. Instead of an obligation  
11 to expedite as Eschelon argues, the ICA says the parties would mutually develop expedite terms.

12 *The parties' ICA expressly states that Qwest will make an expedite procedure available, in*  
13 *which expediting is at Qwest's discretion.* In the instance upon which Eschelon bases its  
14 Complaint, Qwest met its contractual obligations by (1) mutually developing the expedite  
15 process with CLECs, including Eschelon, in CMP; and (2) immediately informing Eschelon that  
16 it would not expedite the order unless Eschelon's ICA contained a rate for expediting unbundled  
17 loops. See **Albersheim ¶13(c).**

18 Eschelon's participation in CMP and use of the former expedite process shows that  
19 Eschelon agreed to develop the process in CMP. **Martain ¶5, 28.** Eschelon then refused to take  
20 appropriate action for several months (until filing this proceeding) regarding the current expedite  
21 process, despite knowing about the process since at least October 2005.<sup>7</sup> **Martain ¶¶36-38.**  
22 Accordingly, Qwest was and is not contractually obligated to expedite Eschelon orders under the

---

<sup>7</sup> Eschelon argues that Qwest should have taken action instead of Eschelon. This makes little sense – Qwest does not order expedites. Only Eschelon would want to request an expedite under the ICA. Since the benefit of the expedite process is entirely Eschelon's (the expedite fee is simply intended to compensate Qwest for the cost of rearranging its regular orders and work schedules), it also has the burden of taking action if it deems the CMP-developed process inadequate.

1 parties' ICA. Qwest, therefore, does not breach the ICA in declining the expedite orders that  
2 Eschelon continues to submit under the old expedite process developed in CMP.<sup>8</sup>

3 Third, Eschelon claims that the current CMP-developed expedite process violates the  
4 parties' ICA. Contrary to Eschelon's allegations, the current expedite process satisfies the  
5 parties' agreement to develop an expedite process. The ICA contemplates an expedite fee to  
6 compensate Qwest for expediting orders. It states that when Eschelon "requests a due date  
7 earlier than the standard due date interval, then expedite charges may apply." ICA at Att. 5 §  
8 3.2.4.2.1. The current CMP-developed expedite process actually gives Eschelon more than was  
9 originally contemplated in the ICA because the current process requires Qwest to expedite on any  
10 order requested so long as Eschelon pays the stated fee.

11 Eschelon is trying to end-run CMP by defining certain systems requirements, processes  
12 and procedures in its ICA, which language will make it effectively impossible for the CMP to  
13 modify these processes going forward. **Martain ¶52.** When other CLECs have sought to  
14 similarly pin down a process in a commission proceeding instead of CMP, commissions have  
15 required the CLEC to take up its issue in CMP's dispute resolution and escalation procedures.  
16 *See e.g., In re Petition for Arbitration of Covad Communications Co.*, 2005 Wash. UTC LEXIS  
17 54, 81-82 (Wash. UTC Feb. 9, 2005).

#### 18 **IV. CONCLUSION**

19 Qwest has not violated federal or state law, or its ICA with Eschelon, in utilizing the  
20 current CMP-developed expedite process to provision unbundled loops. Qwest consistently uses  
21 this process to expedite orders for design services, including unbundled loops; hence, it does not  
22 discriminate against Eschelon or any other CLEC.

23 For the narrow purpose of responding to Eschelon's Motion, as demonstrated above,  
24 numerous material factual disputes between the parties are at the very heart of this docket.  
25

---

<sup>8</sup> Qwest also does not breach the ICA's obligation of not discriminating between carriers (ICA § 31.1) by declining Eschelon's requests for expedites. The ICA gives Qwest the right to reject a request for an expedite. Moreover, Qwest gave Eschelon several months after the final development of the process in which to follow the CMP procedures for dispute resolution or exception from the change. Eschelon did nothing.

1 Accordingly, for all of the foregoing reasons, the Commission should deny Eschelon's Motion  
2 for Summary Judgment in its entirety.  
3

4 RESPECTFULLY SUBMITTED this 18<sup>th</sup> day of August, 2006.  
5

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7  
8

9 

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12  
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*Deane Pryor*

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**AFFIDAVIT OF  
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1 accuracy. I designed basic Private Line services within the TIRKS database (such as basic  
2 analog, digital and DS1 services) providing our central offices and network technicians a circuit  
3 detail record (or schematic) of the service that is to be installed. I have been working in the  
4 Wholesale division for 16 years, with experience on both the billing and provisioning aspects of  
5 our business. I served as a Service Delivery Coordinator (SDCs) doing bill validation of  
6 switched access services and later became the coach of a billing team that was responsible for the  
7 billing and collections for some of our key customers. I also coached SDCs that write the service  
8 orders from the ASR requests that are received from our Wholesale customers. I have developed  
9 processes and determined system requirements for many of the products and services that are  
10 offered to our customers; documenting both internally and externally the intricacies of those  
11 processes. I negotiated these both internally with Qwest personnel, as well as externally with our  
12 CLECs through the Change Management Process (CMP). Lastly, I have been involved with  
13 Change Management since 2002 and managed the Change Management Process since 2004,  
14 working with the CLEC community to develop and implement both Product/Process and System  
15 related customer facing issues.

16 3. The purpose of this affidavit is to respond to the purported "undisputed facts" set forth in  
17 Eschelon's Motion for Summary Judgment. Many of Eschelon's allegations are completely  
18 erroneous.

19 **II. PURPOSE OF CHANGE MANAGEMENT.**

20 4. The CMP was approved as part of Section 271 proceedings by both this Commission and  
21 the FCC. From a CLEC's perspective, the purpose of CMP is to provide CLECs with a  
22 meaningful opportunity to modify systems, processes and procedures. From Qwest's  
23 perspective, CMP is to ensure that Qwest can implement uniform systems, processes and

1 procedures so it can train its people and perform at a consistently high level of quality for its  
2 wholesale customers.

3 5. The FCC painstakingly evaluated CMP as part of 271. The FCC found CMP to be  
4 “clearly drafted, well organized and accessible.” *See, e.g., In the Matter of Application by Qwest*  
5 *Communications International, Inc. for Authorization to Provide In-Region, InterLATA Services*  
6 *in the States of Colorado et al.*, FCC 02-332 (Rel. Dec. 23, 2002) at ¶133. The FCC continued  
7 that CMP “effectively processes and communicates to competitive LECs ‘any changes in  
8 Qwest’s OSS interfaces and to products and processes that are within the scope of CMP.” *Id.*  
9 Importantly, the FCC recognized that “a key component of an effective change management  
10 process is the existence of a forum in which both competing carriers and the BOC to improve . . .  
11 method[s].” *Id.* at ¶134. The FCC found CMP did just that. *Id.* For years now, Qwest and the  
12 CLECs in its region have used CMP to modify systems, and to improve processes and  
13 procedures. Eschelon has been very active in CMP, submitting 228 change requests of which  
14 188 have been approved.

15 6. The CLEC community requested a change management process in the 271 proceedings.  
16 The net result was the creation of CMP and a document governing how CMP would operate.  
17 This document was painstakingly negotiated and created by the industry as a whole, and the  
18 industry as a whole has the ability to modify the document. *See Az. SGAT Exhibit G.* Exhibit G  
19 explains that CMP is where the industry creates and modifies processes:

#### 20 1.0 INTRODUCTION AND SCOPE

21  
22 This document defines the processes for change management of OSS interfaces, products  
23 and processes (including manual) as described below. ***CMP provides a means to address***  
24 ***changes that support or affect pre-ordering, ordering/provisioning, maintenance/repair***  
25 ***and billing capabilities and associated documentation and production support issues***  
26 ***for local services provided by CLECs to their end users.***  
27

1 The CMP is managed by CLEC and Qwest representatives each having distinct roles and  
2 responsibilities. The CLECs and Qwest will hold regular meetings to exchange  
3 information about the status of existing changes, the need for new changes, what changes  
4 Qwest is proposing, how the process is working, etc. The process also allows for  
5 escalation to resolve disputes, if necessary.  
6

7 (emphasis added).

8 7. I have been personally involved in CMP since 2002 and managed the Qwest CMP  
9 process from July 2004 to June 2006. The CMP is an evolving process and is managed through  
10 a combination of monthly CMP meetings held jointly between Qwest, CLECs, State  
11 Commissions and Qwest notifications for product, process and system changes.

12 8. From a Product/Process perspective, CLECs can request a change to a product or process  
13 by submitting a Change Request (CR) through the [cmpcr@qwest.com](mailto:cmpcr@qwest.com) mailbox. Once the CR is  
14 received, Qwest reviews the request to obtain a high level understanding of the change being  
15 requested by the CLEC and then subsequently schedules a call with the CLEC to clarify their  
16 request with Qwest representatives. The CLEC then presents their requested change at the  
17 monthly CMP meeting. After the CR has been presented, Qwest evaluates the CR in more detail  
18 and develops a draft response. In its response, Qwest advises the CLEC whether the CR is  
19 accepted, or if denied, provides the CLEC the reason for denial based on one or more of the  
20 following conditions that are outlined in Section 5.3 of the Wholesale Change Management  
21 Process Document:

- 22 • Technically not feasible
- 23 • Regulatory Ruling/Legal Implications
- 24 • Outside the scope of the CMP process
- 25 • Economically not feasible

- The requested change does not result in a reasonably demonstrable business benefit (to Qwest or the requesting CLEC) or customer service improvement

*See Exhibit 1.*

9. Qwest then communicates its response (accepted or denied) at the next regularly scheduled monthly meeting, where the CLECs have the opportunity to discuss, clarify and comment on Qwest's Response. Based on the discussion at the monthly meeting, Qwest may decide to modify its response and advises the CLECs whether or not it intends to do so. If Qwest does not modify its response, and 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 or Dispute Resolution Process. (See Sections 14.0 and 15.0 of the Wholesale Change Management Process Document.) *See Exhibit 1.* 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 notification to the Qwest CMP Manager.

10. If the CR is accepted, Qwest moves forward with the development of the CR, communicates the status of the development at the monthly CMP meetings and subsequently issues a CMP notification (Level 1, 2, 3 or 4) to the CLEC community advising of the proposed change, the effective date of the change along with a red-lined copy(s) of the affected business procedure(s) and/or PCAT(s), if applicable. The guidelines for CLEC notification are outlined in Section 5.3 and 5.4 of the Wholesale Change Management Process Document. From there, the CLECs have the opportunity to formally comment on the proposed changes and Qwest officially provides a response to those comments, again through the notification process.

1 11. Once the notification goes into effect, the CR moves into a CLEC test status, where the  
2 CLECs and Qwest have an opportunity to test the change request. Finally, the CR is closed  
3 when it is determined there is no further activity associated to the CR. The CR is closed at the  
4 monthly CMP meeting with agreement from the originating CLEC.

5 12. For a Qwest originated product or process change, the process is slightly different.  
6 Depending on the change that is being proposed, and the "level" of the change, Qwest either  
7 issues a CLEC product/process change directly to the CLECs via the notification process, or in  
8 some cases, Qwest also issues a CR to be developed through the process that is described above  
9 for the CLECs. There are five categories that Qwest utilizes to determine implementation  
10 timelines for the Qwest initiated changes:

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

1 of a product or process that was not previously documented, contact change information  
2 or a reduction of a standard interval in Qwest's Standard Interval Guide.

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

9 • Level 4 notifications are changes that have a major effect on existing CLEC operating  
10 procedures or changes that require the development of new procedures. Level 4 changes  
11 are originated using the CMP CR process and provide CLECs an opportunity to have  
12 input into the development of the change prior to implementation. Level 4 changes  
13 follow a process similar to the CLEC initiated change requests. Examples of Level 4  
14 changes are increasing an interval in Qwest Standard Interval Guide, development of a  
15 new product or feature and changes to the Wholesale Change Management Process  
16 Document.

17 13. For any notice that Qwest sends to its CLEC customers, CLECs have the opportunity to  
18 comment on the changes or request a change to disposition on the notice that was sent. For  
19 Level 2-4 notices, the CLECs have a formal comment period where they can elect to respond or  
20 make comments to the proposed changes, or request a change to disposition. If Qwest receives  
21 comments on the proposed changes, Qwest must respond to those changes prior to  
22 implementation. In Qwest's final response to comments it may either accept the change  
23 submitted by a CLEC and make minor corrections to the documentation that was previously

1 distributed for review or reject the changes with a comment as to the reason for the denial. In all  
2 cases, the response to comments also includes the final implementation date. For any of the  
3 Level 2-4 notifications, if the CLECs do not accept Qwest's response, any CLEC may elect to  
4 escalate or pursue dispute resolution in accordance with the agreed upon CMP Escalation or  
5 Dispute Resolution Process, which is outlined in Sections 14.0 and 15.0 of the Wholesale  
6 Change Management Process Document.

7 14. The CMP process allows CLECs the opportunity to request a change to disposition to a  
8 higher level (i.e. request a change from a Level 2 to a Level 3 notice). In order to do this, they  
9 must request the change within the CLEC comment cycle. Along with the request, the CLEC  
10 must also submit substantive information to warrant the change to disposition (i.e., business need  
11 or financial impact). Once a change to disposition is received, Qwest discusses the change to  
12 disposition request either at the next CLEC monthly meeting or in a separate CLEC ad-hoc  
13 meeting. In this meeting the parties discuss the changes being made and attempt to reach  
14 resolution. If resolution cannot be reached, a vote is taken in accordance with Section 17.0 of the  
15 Wholesale Change Management Process Document and the results are determined by the  
16 majority.

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

- 23 • The basis for the request for a postponement

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

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

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

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

21 19. If Qwest decides not to postpone the change, its response includes the reason it is not  
22 being postponed, an explanation of the cost and harm evaluation and why Qwest believes it is  
23 consistent with ICAs or other commission rules or laws. Additionally, if Qwest does not

1 implement the requested postponement, Qwest will not implement the changes until at least 30  
2 calendar days following notification that the postponement is denied.

3 20. Level 1 notifications state that the disposition is a Level 1, it includes a description of  
4 change, it states that changes are effective immediately, that there is no comment cycle and  
5 advises the CLECs to contact the CMP Manager immediately if the change alters the CLECs'  
6 operating procedures and requires Qwest's assistance to resolve. Qwest works to resolve the  
7 issue with the CLEC that submitted the comments. Possible resolutions may include withdrawal  
8 of the change, re-notification under a different level or creation of a new category of change  
9 under a different level, which is required via a CR through the CMP process.

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

1 22. If the CR is accepted and the CR is requesting a change to Qwest's OSS interfaces  
2 (hereinafter "IMA"), the CR is placed into the bucket of existing CRs awaiting prioritization.  
3 Qwest goes through a ranking process, currently bi-annually, to prioritize all of the IMA CRs  
4 and upon completion of the ranking, CRs are ranked according to the number of points it  
5 received, with the CR with the highest number of points being number one on the list. Then  
6 based upon the total number of hours that are available for enhancements within a given release,  
7 Qwest determines the total number of CRs that can be implemented. It is important to note that  
8 both the Qwest and CLEC CRs are included in this bucket of IMA enhancements and both are  
9 given equal weight. For those CRs that do not make the next IMA release, they remain in a  
10 pending prioritization status awaiting the next IMA prioritization.

11 23. For other areas, such as Qwest's Billing or Maintenance and Repair Systems, depending  
12 on the number of CRs that are pending and the number of hours that are available for  
13 enhancement in a given release, the CRs may or may not have to be prioritized. The Wholesale  
14 Change Management Process Document states that if there are more CRs pending than the  
15 applicable release has capacity for, the CRs will be prioritized. If Qwest can work all of the CRs  
16 that are pending in a particular release, prioritization is not necessary.

17 24. If a system CR is denied by Qwest, if any CLEC does not accept Qwest's response, any  
18 CLEC may elect to escalate or dispute the CR in accordance with the agreed upon CMP  
19 Escalation or Dispute Resolution Process. (Sections 14.0 and 15.0). If the Originator does not  
20 agree with the determination to escalate or pursue dispute resolution, it may withdraw its  
21 participation from the CR and any other CLEC may become responsible for pursuing the CR  
22 Escalation upon providing written notification to the Qwest CMP Manager. If any CLEC does  
23 not accept Qwest's response and does not intend to escalate or dispute at the present time, they

1 may request to have the status of the CR changed to 'Deferred,' which ultimately puts the CR  
2 into a holding bin indefinitely. The CR remains as deferred and any CLEC may re-activate the  
3 CR at a later date.

4 25. In the event that a CR was denied for economically not feasible reasons or a CLEC or  
5 Qwest wants a CR to be worked that was not ranked high enough on the prioritization list or  
6 CLEC/Qwest submitted a CR after prioritization had occurred and wishes to still try to have the  
7 enhancement included in the next system release, Qwest or the CLEC may choose to invoke the  
8 Special Change Request Process, whereby the CLEC/Qwest opts to pay for the system change,  
9 outside the normal prioritization process. Qwest works with the CLECs in this scenario to see if  
10 it has additional resources that can implement the CR.

11 26. With all system releases, Qwest provides draft technical specifications, as well final  
12 technical specifications to the CLEC community via an external notification that outlines the  
13 proposed system changes. These are all noticed through the CMP system notification process  
14 and all associated PCATs, Business Procedures and Local Service Ordering Guidelines (LSOG)  
15 are updated through the product/process notification process in conjunction with the release.

16 27. Following the same process as the product and process CRs, once a system change has  
17 been implemented, the CR goes into a CLEC test status where all CLECs have the opportunity to  
18 test the system change. Once it is determined that no additional work is required associated to a  
19 particular system change, the CR is closed at a monthly CMP meeting.

### 20 **III. ESCHELON'S INVOLVEMENT IN CHANGE MANAGEMENT.**

21  
22 28. Eschelon is one of the most engaged CLECs in the Qwest CMP Process. As stated  
23 previously, Eschelon has submitted 228 CRs, of which 188 were accepted and implemented.  
24 The 188 CRs that were implemented were a combination of Product/Process and System

1 changes. Eschelon routinely participates in CMP in areas outside of the CR process. They  
2 participate by receiving product/process and system notices, by submitting comments to the  
3 Qwest comment mailbox, by requesting documentation updated through the External  
4 Documentation Change Request process or by being a participant on the CMP Oversight  
5 Committee. Eschelon frequently submits comments to Qwest Product and Process notices, with  
6 Eschelon submitting approximately 50% of the overall comments received from the CLEC  
7 community to Qwest's [cmpcr@qwest.com](mailto:cmpcr@qwest.com) and [cmpcomm@qwest.com](mailto:cmpcomm@qwest.com) mailboxes. These  
8 comments include formal comments, informal comments, requests for additional information and  
9 changes to disposition (i.e., requesting that Qwest change a Level 2 to a Level 3 notice). Of the  
10 63 requests to change the disposition or objections to a Qwest Product or Process notification,  
11 Eschelon submitted 41 of those requests. Eschelon submitted 75% of the requests to update or  
12 add clarification to existing PCATs and Business Procedures through the External  
13 Documentation Requests Process. Eschelon has consistently been a member of the CMP  
14 Oversight Committee, which consists of a group of CLECs, Commission and Qwest personnel  
15 that act as subject matter experts regarding the provisions of CMP. The CMP Oversight  
16 Committee deliberates on CMP Oversight Review Issues and makes recommendations to the  
17 CMP body on matters such as interpretation of CMP and proposed changes to CMP. It is stated  
18 in the Wholesale Change Management Process Document that the Oversight Committee  
19 Members must have a comprehensive understanding of CMP. Eschelon also participates in a  
20 CLEC forum meeting that is held the Monday before the Qwest monthly CMP meeting, in order  
21 for the CLECs to discuss specific issues associated to Qwest related CRs and notices. Eschelon  
22 has provided a brief synopsis of the topics discussed in the regularly scheduled monthly CMP  
23 meetings.

1 29. Of the 1,090 Change Requests that have been implemented through the CMP process,  
2 none of them have resulted in creating a conflict with CLECs ICA; however, some have resulted  
3 in a change in practices under the ICA.

4 30. Expedites is no exception. In 2000, when Eschelon opted into the AT&T interconnection  
5 agreement in Arizona, Qwest had an existing process in place for expediting orders for  
6 unbundled loops. This was documented externally through the appropriate CLEC notification  
7 process for publication of V1 of the Expedites and Escalation Overview on the Qwest Wholesale  
8 web site. Although this process was not formally negotiated from the start through the CMP  
9 process, this was the existing process that Qwest had in place for its customers and the process,  
10 when published, was not challenged by the CLEC community.

11 31. The CMP continued to modify the expedite process on numerous occasions, via requests  
12 from CLECs through a CMP CR or External Documentation Change Request, or via a process  
13 change initiated by Qwest. The following table provides an overview of the changes that have  
14 transpired that are specific to the expedite process. Not all version updates are included in the  
15 table as the Expedite and Escalations Overview contains processes that are not specific to  
16 expedites (escalations or contact information, for example).

PCAT Version Number	Summary of Change
1	Version 1 documented the existing expedite process externally. This formally documented the process for the CLEC on the Qwest Wholesale web site.
6	This was a Level 2 notice that added additional information to an already existing process. V6 made changes to the expedite section: <ul style="list-style-type: none"><li>• Added the expedite reason for medical emergencies that was not previously documented</li><li>• Added a link to Local Service Ordering Guide (LSOG)</li><li>• Clarified and added additional information on how to expedite a service request</li></ul>
8	This was a Level 2 notice that added more information around the already existing process. In the Introduction section, Qwest clarified

	<p>escalations vs. expedites to add more clarity between the processes. Under the Expedites subsection, the request and eligibility processes were defined in more detail. Under the Escalation subsection, a clarification regarding Qwest contacts was added. In the Contact section, a correction was made regarding the ASR Frame Relay contact and a telephone number was added to LSR Tier 1. Additional information was included in this update which provides what type of action occurs depending on the type of service on the account.</p>
11	<p>This was a Level 3 notice associated to CLEC CR PC 021904-1. This CR was submitted by Covad, requesting the capability to expedite a request for a fee. Covad stated that Qwest didn't have an expedite process for CLEC caused errors and that Covad was requesting Qwest to implement a process that would allow them to have a shorter interval for a fee. With this CR, Qwest made changes in two phases. First, on Version 11, for a subset of designed services products, the Pre-Approved Process was created, which allowed CLECs the opportunity to have an expedited due date regardless of the reason for the expedite. When the CLEC chose this process, they also signed an amendment so that their ICA included language for expedites with a per day expedite rate. When the Pre-Approved Expedite Process was created, the old process was renamed to the Expedites Requiring Approval process, to create a distinction between the two processes. The second phase of the CR was looking at the existing reasons that an expedite would be granted at no cost. Through discussions with the CLEC community changes were made with V22, which is described later in more detail.</p>
17	<p>As part of Qwest's effort to continue monitoring the expedite process it was determined that Qwest's Resale customers should be utilizing the expedite process that is described in the individual Retail State Tariffs. With this realization, Qwest issued a Level 3 notice to change the process to advise the CLECs that an amendment is not required for Resold Design Products and that LSRs received for Resold Design Products are automatically included in the Pre-Approved Expedite process.</p>
19	<p>Clarified in the PCAT via a Level 1 change that if an expedited due date is missed due to Qwest reasons that expedite charges do not apply. Also clarified that if an expedited order goes delayed on the due date that Qwest will work with the CLEC to obtain the best due date possible and expedite charges do not apply.</p>
22	<p>Associated with CLEC CR PC021904-1, a Level 3 notice was issued to change the process too add three new expedite reasons to the Expedites Requiring Approval process. Language was also added related to providing service order number information that caused the expedite condition. Eschelon was heavily involved with the discussions around this change and 2 of the 3 conditions that were added were brought to the table by Eschelon.</p>
24	<p>Another decision as part of the continued evalutaion of the expedite</p>

	<p>process was to change the Pre-Approved Expedite process to bill expedite charges per ASR/LSR instead of per order. This effort reduced the overall expedite charges that a CLEC was paying when multiple circuits were request on the same ASR/LSR. Additionally, for expedited due date requests on delayed orders, Qwest revised its expedite process to only bill expedite charges if the expedited due date request results in Qwest incurring additional costs to improve the Ready for Service date. Qwest believes that both of these measures resulted in improved customer service to the CLECs. This change was notified as a Level 3 process change.</p>
27	<p>Changed the process to include 2w/4w Unbundled Loops and Port In/Port Within requests to list of products that are included in the Pre-Approved Expedite process. This change increased the CLECs availability to be able to expedite a request without a specific reason, and it also created consistency for both Qwest and the CLECs across the product line. This was also noticed via a Level 3 process change.</p>
29	<p>Qwest initially issued this update as a Level 1 notice to add clarity to some of the expedite reasons that are listed in the Expedites Requiring Approval process. There was confusion around the intent based on expedited requests that Qwest was receiving from its CLEC customers. This update did not change the existing process in any way, nor did it change the way that Qwest was approving or denying expedite requests. It simply added additional clarification to the existing bulleted items. For example, on the condition for medical emergency, Qwest attempted to add the following clarification: (Where service is crucial to critical care. A medical condition does not necessarily constitute a medical emergency.) And, for the bulleted item: Conditions where your end-user is completely out of service (primary line), Qwest attempted to add clarification that disconnects in error are not included in this scenario. Eschelon disagreed that this was a clarification and stated that it is really an undocumented existing process. Qwest does not agree. Adding a new bulleted item such as the medical emergency condition that was added via a Level 2 notice on Version 6 is an undocumented existing process. Adding clarification to the existing bulleted item is a Level 1 clarification. This update was retracted and not published on the Wholesale web site due to the request by Eschelon.</p>
30	<p>A Level 3 notice was issued to change the process to require expedite language in a CLECs ICA where expedites are associated with a per-day expedite charge for products that are included in the Pre-Approved Expedite Process. This changes the process to be in parity with the rest of Qwest's customer base who orders services that follow the designed services flow.</p>
34	<p>Qwest missed a sentence that should have been updated with the change in V30; and issued this correction to delete sentence so it would be consistent with the paragraph above it. This was noticed via a Level 1 notification.</p>

35	As a result of CLEC CMP CR PC112105-1 submitted by AT&T, Qwest changed the expedite process to allow CLECs to be able to expedite the Customer Not Ready standard interval of 3-days. When a due date is missed due to customer reasons, Qwest standard interval is three business days to reschedule the installation of the service (on products that follow the designed services flow). As a result of this CR, the CLECs now have the ability to expedite the 3-day interval. This was noticed via a Level 3 process change.
41	Changed the process to include a 12PM MT cut-off for same day due date expedites for requests that qualify in the Pre-Approved Expedite section of the method. This change provides better customer service as Qwest can better meet same day due dates that are requested by our customers.

1  
2 32. For years, Eschelon accepted and took advantage of the changes made in CMP to the  
3 process for expediting orders for unbundled loops. They accepted all of these changes and did  
4 not raise any issues of them being in violation of their ICA until recently. Version 27 was the  
5 first change that Eschelon objected to, and Eschelon did not object to V27 until Qwest notified  
6 the CLECs of the process change associated to V30, which brought the CLEC expedite process  
7 in parity with all of Qwest's other customers who order services that follow the designed  
8 services flow (Retail and Wholesale customers alike).

9 33. As a result of the discussions that took place around Covad's CMP CR PC 021904-1, and  
10 with the implementation of two separate unique processes, Qwest monitored the newly defined  
11 process to determine how effectively the process was being handled and also looked to see how  
12 Qwest could improve on the process while striving for consistency and parity amongst Qwest's  
13 customer base.

14 34. Qwest implemented the changes associated to V11 and later determined that clarification  
15 and improvements were needed on the process. Qwest subsequently updated the process to  
16 make changes like the following:

- a. Clarified that for expedited requests where Qwest misses the due dates or on delayed orders that are delayed on the due date that expedite charges do not apply
- b. Drove consistency and parity with the Resale and Retail customers who requested expedited due dates on like products
- c. Changed the process to bill expedite charges per ASR/LSR instead of per service order and only bill expedite charges on orders that went delayed prior to the due date when Qwest incurs costs
- d. Added three new expedite reasons to the Expedites Requiring Approval Process

35. As part of Qwest's monitoring of the expedite process, Qwest was seeing cases where CLECs were abusing the Expedites Requiring Approval process, claiming that expedites were for one of the bulleted reasons, when in reality they were not. In one specific instance, Qwest had a CLEC that was changing a letter stating a medical reason from a medical facility and using the letter over and over again to gain approval on multiple expedites for medical emergencies. In other situations, Qwest had CLECs that were issuing Disconnect orders to Qwest to disconnect their end user for non-payment and later submitting a New Connect order to restore the service. When this occurred, the CLECs often attempted to request an expedite using one of the qualified expedite reason like "Conditions where your end-user is completely out of service (primary line)" condition. In reality, the CLECs should have been using the documented Deny/Restore process, which would have negated the need for an expedite. Another situation Qwest experienced was having CLECs trying to escalate expedite requests where they did not have an expedite amendment and the situation did not qualify for an expedite under the Expedites Requiring Approval Process. These types of situations placed an undue burden on Qwest and drove Qwest to ask additional clarifying questions to determine whether the expedite request was

1 legitimate. These are examples that drove Qwest to revisit the products that were included in the  
2 Pre-Approved expedite process and reevaluate Qwest's original thought that we could not  
3 change the process to require an expedite amendment.

4 36. As Qwest was able to resolve the questions about products that could be included in the  
5 Pre-Approved Expedite process and the question around parity and ICA obligations were  
6 answered, V27 and V30 were issued to notify the CLEC community. At the time that the  
7 process change on V27 was sent to the CLEC community to include the 2w/4w Analog  
8 Unbundled Loops, resolution was not finalized as to whether or not an amendment could be  
9 required. Qwest thought that it was in the best interest of all parties involved to make the  
10 changes as quickly as possible; hence having two separate notices issued.

11 37. At the point when Qwest issued the change to V30 of the Expedites and Escalations  
12 Overview, Qwest understood that there would be CLECs that needed to sign the expedite  
13 amendment and have it processed in order to be able to expedite an ASR/LSR. Qwest issued the  
14 Level 3 process notice on October 19, 2005 with an effective date of January 3, 2006. Level 3  
15 notices can be implemented as early as 31 calendar days; however, Qwest provided the CLEC  
16 community 2 ½ months advanced notification. Additionally, Qwest hosted an ad-hoc call with  
17 the CLEC community on November 1, 2005 in an attempt to further clarify the changes  
18 associated with the proposed changes and answer any CLEC questions.

19 38. Although the ad-hoc call on November 1 associated with the proposed process change  
20 included in V30 was met with resistance from some parties in the CLEC community, neither the  
21 CLECs that attended that call nor any of the CLECs that received the advanced process  
22 notification elected to take the issue to the Oversight Committee or to postpone, escalate or  
23 dispute the proposed Level 3 process change. These are all options that the CLEC community,

1 including Eschelon has associated to a Qwest initiated process change per the Qwest Wholesale  
2 Change Management Process Document.

3 39. Had Eschelon chosen to invoke the CMP Dispute Resolution process, which is described  
4 in Section 15 of the Wholesale Change Management Process Document, they could have taken  
5 this issue to the AZ Commission for decision. The CMP document specifically states: "Without  
6 the necessity for a prior ADR Process, Qwest or any CLEC may submit the issue, following the  
7 commission's established procedures, with the appropriate regulatory agency requesting  
8 resolution of the dispute." This provision is not intended to change the scope of any regulatory  
9 agency's authority with regard to Qwest or the CLECs". The Dispute Resolution Process also  
10 provides the CLECs the option to take the issue in front of an arbitrator instead of a commission.  
11 Eschelon did not invoke either of these two options in regards to the changes associated to V30.

12 40. Qwest reviewed the ICAs of CLECs in AZ to determine who had language in their ICAs  
13 which references Qwest expedites for a fee and found that 14 of the 88 CLECs ICAs contain  
14 such language – Eschelon was not one of these CLECs. This equates to approximately 17% of  
15 the CLECs overall in AZ. Further analysis indicates that there are 14 CLECs that signed an  
16 expedite amendment that were not part of QPP, and half of those CLECs have ordered  
17 Unbundled Loops since that time, providing them the opportunity to expedite their requests. I  
18 am unaware of any customer in Arizona (or outside of AZ for that matter) who has refused to opt  
19 into the new expedite amendment, and demanded expedited orders for an unbundled loop  
20 nonetheless. Eschelon stands alone in this regard.

21 **IV. QWEST REQUIRES ITS RETAIL CUSTOMERS TO PAY \$200 PER DAY TO**  
22 **EXPEDITE SIMILAR ORDERS.**

1 41. Eschelon argues that Qwest expedites orders for its retail customers in emergency  
2 circumstances at no charge, but does not expedite orders for CLECs under similar circumstances.  
3 This allegation is simply inaccurate.

4 42. Qwest's processes for ordering/provisioning/repairing "non-design services" differs from  
5 Qwest's processes for ordering/provisioning/repairing "design services." This is a well known  
6 fact.

7 a. A non-design service, also known as POTS ("Plain Old Telephone Service"), is a  
8 very basic telephone service. QPP is one type of POTS type service offered to  
9 CLECs. Inventory for a non-designed service is provisioned out of Qwest's Loop  
10 Facility Assignment and Control System ("LFACS") database. A non-designed  
11 service is identified by a 13-digit code that is a combination of a 3-digit customer  
12 code and a 10-digit telephone number.

13 b. A design service is a more complex service. Inventory for a designed service is  
14 provisioned out of both LFACS and the Trunk Inventory Record Keeping System  
15 ("TIRKS"). A designed service is identified by a circuit id. Provisioning  
16 intervals for designed services are generally longer than that of non-designed  
17 services, as provisioning of designed services is more complex.

18 43. Qwest's method for expediting orders for design services and non-design services differs.  
19 Qwest consistently uses one process – for Qwest and CLECs alike – on non-design, POTS type  
20 services. Qwest consistently uses a different process – for Qwest and CLECs alike – on design  
21 services. Far from discrimination, Qwest is doing exactly what Eschelon requests – providing  
22 "expedites on the same terms and conditions as Qwest provides to itself in serving its retail  
23 customers." Motion at 20.

1 44. The expedite process for non-designed or POTS type services for Qwest and CLECs  
2 alike, require the Customer to contact Qwest to discuss the nature of the expedite. CLECs have  
3 the option to pre-populate the expedite (EXP) field on the LSR with a "Y" indicating that they  
4 would like to expedite the request (which ultimately speeds up the provisioning process if the  
5 expedite is granted); however, a call is still required into the Qwest Call Center to discuss the  
6 specifics of the expedited request. Guidelines have been established for both the Wholesale and  
7 Retail customer alike to determine if an expedite request should be granted. Those conditions  
8 are:

- 9 • Fire
- 10 • Flood
- 11 • Medical emergency
- 12 • National emergency
- 13 • Conditions where your end-user is completely out of service (primary line)
- 14 • Disconnect in error by Qwest
- 15 • Requested service necessary for your end-user's grand opening event delayed for  
16 facilities or equipment reasons with a future RFS date
- 17 • Delayed orders with a future RFS date that meet any of the above described  
18 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  
22 are not working correctly due to previous order activity where the end-users  
23 business is being critically affected

24 45. Upon discussions with the Customer, if Qwest determines that the request is a legitimate  
25 request and it falls into one of the conditions that are listed above, Qwest then investigates to see  
26 if it can meet the expedited due date based upon resource availability. If resources are available,  
27 the expedite is granted and the service request can proceed through the provisioning process. For  
28 requests that are initiated by a CLEC, the next step is to determine if the EXP field on the LSR  
29 was populated with a "Y". If it was, the order will proceed and a Firm Order Confirmation  
30 (FOC) is sent to the CLEC acknowledging the expedited due date. If it was not, the CLEC must

1 supplement the LSR to populate the EXP field with a "Y" and correct the Desired Due Date on  
2 the LSR, if applicable, within four business hours or a FOC is returned with the Standard Interval  
3 and the expedite request is denied. There may be instances where Qwest may have to offer an  
4 alternate expedited due date and in those situations it will confirm that the alternate date is  
5 acceptable to the customer. In the event that it is determined that the service request does not  
6 qualify for an expedite, Qwest provides the reason for the denial to the CLEC. On expedites for  
7 non-design POTS services, there are no expedite charges associated to acceptance of the  
8 expedited request. I hereby attach the retail document describing this process (*See Exhibit 2,*) as  
9 well as the document adopted in CMP governing CLEC expedites of POTS services. *See*  
10 *Exhibit 3* (wholesale).

11 46. Qwest utilizes a completely different process to expedite orders for designed services.  
12 Most importantly, the customer need not provide specific reasons to justify an expedite request.  
13 Instead, an expedite fee of \$200 is assessed for every day that the due date is improved.  
14 Customers can simply request an expedited due date and upon resource availability, the expedite  
15 is granted. No discussion needs to take place with Qwest to request the expedite and no call is  
16 required into the Qwest Call Center.

17 47. Qwest's AZ Competitive Private Line Transport Services Price Cap Tariff (*see Exhibit 4*)  
18 and the FCC #1 Interstate Access Tariff (*see Exhibit 5*) were updated in 2004 to include the per  
19 day improved expedite fee.

20 a. The private line tariff provision regarding expedites reads as follows:

21  
22 **4.1 GENERAL (CONT'D)**

23  
24 **4.1.4 EXPEDITE**

25  
26 A. If a customer desires that service be provided on an earlier date than that which  
27 has been established for the order, the customer may request that service be

1 provided on an expedited basis. If the Company agrees to provide the service on  
2 an expedited basis, an Expedite Charge will apply. The customer will be notified  
3 of the Expedite Charge prior to the order being issued.  
4

5 B. If the Company is subsequently unable to meet an agreed upon expedited service  
6 date, no Expedite Charge will apply unless the missed service date was caused by  
7 the customer.  
8

9 C. The Expedited Order Charge will be applied when the customer requests a  
10 service date that is prior to the standard interval service date as set for in the  
11 Qwest Corporation Service Interval Guide (SIG) on an order or when a customer  
12 requests an earlier service date on a pending standard or negotiated interval order.  
13

14 The Expedited Order Charge, as set forth below, will apply on a per order basis  
15 for each day the service date is advanced.  
16

	USOC	NONRECURRING CHARGE
* Per day	EODDB	\$200.00

21  
22 The Expedited Order Charges will be billed in addition to other applicable  
23 nonrecurring charges.  
24

25 See *Exhibit 4*.

26 b. The AZ QC Access Service Price Cap Tariff and Price List, AZ QC Competitive  
27 Advanced Communications Services Price Cap Tariff, AZ QC Competitive Advanced  
28 Communications Services Price Cap Tariff No. 2 and the AZ QC Exchange and Network  
29 Services Price Cap Tariffs were also changed to refer to the process that is outlined in the AZ QC  
30 Competitive Private Line Transport Service Price Cap Tariff. In essence, with the tariff filings in  
31 2004, all of Qwest's customers for design services (Retail, Wireless, Interexchange Access, etc.)  
32 – with the sole exception of CLECs – could only obtain an expedite on designed services if they  
33 paid a \$200 per day expedite fee. With the process change that occurred on January 3, 2006, the  
34 CLEC process was changed to be in parity with Qwest's entire customer base. See *Exhibit 6*.

1 48. From a Wholesale ordering perspective, customers simply need to populate the EXP field  
2 on the ASR/LSR with a "Y" and Qwest begins the investigation to see if resources are available  
3 to meet the requested due date. For CLECs, an additional step is included to validate that their  
4 ICA contains language and rates that set forth the per day expedite fee. If the ICA does not  
5 contain the appropriate language, the expedite is denied and the customer is returned a FOC with  
6 the standard interval. If all of the checks and balances are in place and Qwest has the available  
7 resources, the expedite charges are added to the service order and the customer is returned a FOC  
8 acknowledging the expedited due date. If Qwest does not have resources available, or if Qwest  
9 needs to offer an alternate date, Qwest contacts the customer to discuss the different options.

10 There are only a few exceptions to the billing of expedite charges

- 11 a. If Qwest missed the due date that was confirmed to the customer.
- 12 b. The order went delayed "on" the due date and the newly established ready for  
13 service due date was expedited.
- 14 c. The request was for part time audio or video.
- 15 d. The order was a delayed order prior to the due date, which was later expedited  
16 and Qwest did not incur additional costs to improve the ready for service date.

17 49. Retail customers follow a similar process, except that the request for an expedited due  
18 date is done live with a Qwest representative. Once the request is received, the Retail  
19 representative starts the investigation to determine resource availability and adds the appropriate  
20 expedite charges to the service order if the expedite can be granted. The Retail representative  
21 contacts the customer when necessary to offer an alternative date or advise that the expedited  
22 request cannot be granted and offers an explanation. Retail customers also have the same  
23 exceptions that Wholesale customers do when it comes to expedite charges not being billed as

1 described above; otherwise, expedite charges are billed per the appropriate Interstate or Intrastate  
2 tariffs.

3 50. The language of the Private Line and Advanced Communications tariffs to which  
4 Eschelon cites in footnote 29 of its Memorandum for Summary Judgment has no relationship to  
5 the expedite process that Eschelon is disputing. This section of the tariff specifically states how  
6 Qwest treats its customers in AZ if the building an end user resides is destroyed by fire, flood or  
7 an Act of God. It is a true statement that if a customer needs to restore service at the original  
8 location when it is re-entering the original facility, Qwest restores the service at no charge. This  
9 is done through a repair ticket and no service request is placed. An expedited service order does  
10 not even come into play in this situation. Eschelon would receive the same treatment for its  
11 customer. The tariff then goes on to state, that if the end user elects to move service to a  
12 temporary location (either within the same building, or a different building) that non-recurring  
13 charges would apply. This would include the non recurring charge to expedite a design service.  
14 However, when the customer moves their service, via a service order, back to the original  
15 premise location, if they meet the criteria as outlined in 3.2.2.d included below, the non-recurring  
16 charges would be waived (including the expedite fee). This process also applies to Eschelon and  
17 the rest of the CLEC community. Therefore, Eschelon's claim of discrimination is simply not  
18 true.

3.2 TYPES OF RATES AND CHARGES  
3.2.2 NONRECURRING CHARGES (CONT'D)

J. Reestablishment of Service Following Fire, Flood or Other Occurrence

1. Nonrecurring Charges Do Not Apply

Charges do not apply for the reestablishment of service following a fire, flood or other occurrence attributed to an Act of God provided that:

- a. The service is of the same type as was provided prior to the fire, flood or other occurrence.
- b. The service is for the same customer.
- c. The service is at the same location on the same premises.
- d. The reestablishment of service begins within 60 days after Company service is available. (The 60 day period may be extended a reasonable period if the renovation of the original location on the premises affected is not practical within the allotted time period).

2. Nonrecurring Charges Apply

Nonrecurring charges apply for establishing service at a *different location* on the same premises or at a different premises pending reestablishment of service at the original location.

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12

51. Indeed, Eschelon is actually able to get high capacity loops from Qwest at rates, terms and conditions that are superior to what Qwest provides to itself. Qwest's standard provisioning interval for DS1 and DS3 private lines is 9 days. In stark contrast, CLECs – including Eschelon can obtain a DS1 Capable loop in 5 days, and a DS3 capable loop in 7 days. Thus, if a wholesale customer orders a DS1 capable loop from Eschelon and wants the line delivered in one day, the order will have to be expedited 5 days, and it would cost the customer \$1000 (\$200 per day for 5 days). However, if the same customer comes to Qwest and orders a DS1 private line and wants the line delivered in one day, the order will have to be expedited 9 days, and it would cost the customer \$1800 (\$200 per day for 9 days). Thus, Eschelon is actually getting superior rates and conditions.<sup>1</sup>

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<sup>1</sup> Eschelon admits this fact. In its Motion at page 6, Eschelon admits that it was charged \$1800 to expedite a retail circuit.

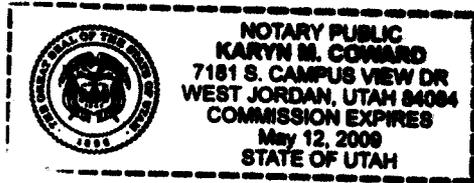
1 52. This proceeding – in which Eschelon seeks to set in stone an expedite process in its ICA  
2 – would end-run the CMP process that the Commission approved for continual development of  
3 changes in processes.

4 FURTHER AFFIANT SAYETH NOT.

5  
6  
7 Jill Martain  
8 Jill Martain

9  
10  
11  
12 SUBSCRIBED AND SWORN TO before me on this 17 day of August, 2006.

13 My commission expires: 05/12/2009.



Karyn M. Coward  
Notary Public

# **EXHIBIT JM-1**

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

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	Change 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	

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

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

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

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

Line #	Version - Filename	Effective Date	Change				Update Activity
			Section #	Section Name	Subsection Name	Section Name	
63			5.0	Change Request Process	Level 2 Process/Deliverables	Product/Process Meeting	Modified language as approved by unanimous CMP vote at December 18, 2002, Monthly CMP Product/Process Meeting
64			5.0	Change Request Process	Level 3 Process/Deliverables	Product/Process Meeting	Modified language as approved by unanimous CMP vote at December 18, 2002, Monthly CMP Product/Process Meeting
65			5.0	Change Request Process	Level 4 Process/Deliverables	Product/Process Meeting	Modified language as approved by unanimous CMP vote at December 18, 2002, Monthly CMP Product/Process Meeting
66	QwestWhsiChgMgtDoc053003	05-30-03	8.0	Change to an Existing OSS Interface Process			Modified language as approved by unanimous CMP vote at May 27, 2003, Ad Hoc CMP Product/Process Meeting
67	QwestWhsiChgMgtDoc061803	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	QwestWhsiChgMgtDoc121103	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	QwestWhsiChgMgtDoc041904	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	QwestWhsiChgMgtDoc022105	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				Update Activity
			Section #	Section Name	Subsection Name	Section Name	
			8.1.2	Interface 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 Status Codes	Modified wording on when a CR is moved to CLEC test (See CR 072705-1CM)	
75	QwestWhslChgMgtDoc013006	01-30-06	14.2	Escalation Process	Cycle	Added language to change the Escalation Process when a meeting is held to discuss the escalation. Qwest will also respond to the originating CLEC and copy the participating CLECs with the binding position via email.	

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## Qwest Wholesale Change Management Process Document -

### CHANGE MANAGEMENT PROCESS (CMP) FOR LOCAL SERVICES

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## CHANGE MANAGEMENT PROCESS (CMP)

### 1.0 INTRODUCTION AND SCOPE

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

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

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

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

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

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

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Throughout this CMP document, terms such as “agreement” or “consensus” are used to identify instances when participants attempt to informally arrive at a unanimous decision by the CMP group at a noticed CMP Meeting. At any time, when the parties cannot informally reach a decision, the parties may continue to work together to reach resolution or conduct a vote in accordance with Section 17.0.

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## **2.0 MANAGING THE CHANGE MANAGEMENT PROCESS**

### **2.1 Managing the Change Management Process Document**

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

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

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

### **2.2 Change Management Point-of-Contact (POC)**

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

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

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## **2.3 Change Management POC List**

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

## **2.4 Qwest CMP Responsibilities**

### **2.4.1 CMP Manager**

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

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

### **2.4.2 Change Request Project Manager (CRPM)**

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

### **2.4.3 Escalation/Dispute Resolution Manager**

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

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#### 2.4.4 Implementation Obligations

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

#### 2.4.5 Adherence to this CMP

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

#### 2.5 Method of Communication

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

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

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

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

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

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

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

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

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

## **5.2 CLEC-Qwest OSS Interface Change Request Lifecycle**

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

### **5.2.1 Business and Systems Requirements**

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

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

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

### **5.2.2 Packaging**

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

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

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

### **5.2.3 Design**

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

### **5.2.4 Commitment**

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

### **5.2.5 Code & Test**

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

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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.

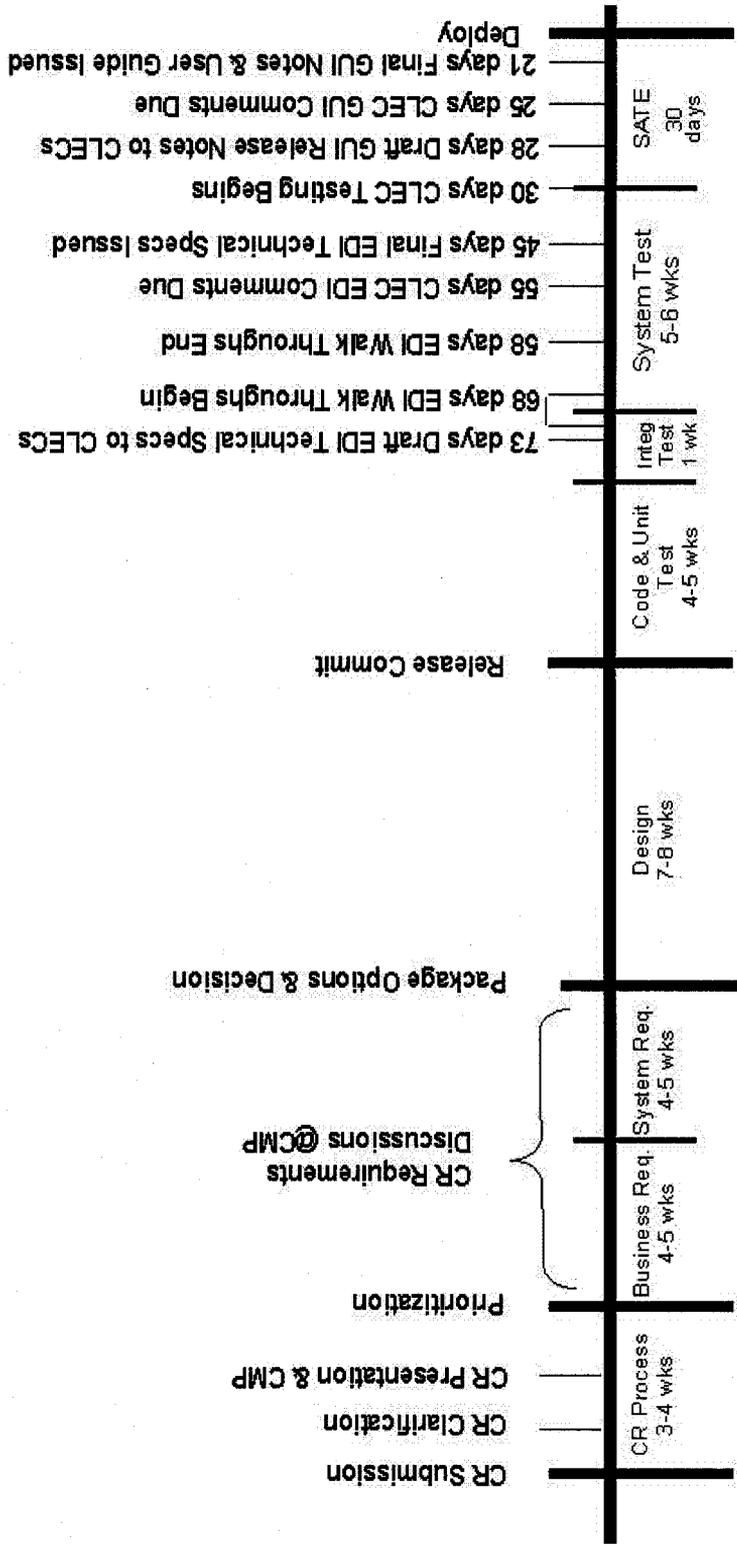
**Note:** Throughout this document, OSS Interfaces are defined as existing or new gateways (including application-to-application interfaces and Graphical User Interfaces), connectivity and system functions that support or affect the pre-order, order, provisioning, maintenance and repair, and billing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

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

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

#### 5.4.3.1 Level 2 Process/Deliverables

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

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

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

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

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

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

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

#### **5.4.4 Level 3 Changes**

Level 3 changes are defined as changes that have moderate effect on CLEC operating procedures and require more lead-time before implementation than Level 2 changes. Qwest

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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 ([cmpecsc@qwest.com](mailto:cmpecsc@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.

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

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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 SCRP request
- “X” - Crossover CR

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## 6.0 OSS INTERFACE RELEASE CALENDAR

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

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

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

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

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

## 7.0 INTRODUCTION OF A NEW OSS INTERFACE

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

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

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

### 7.1 Introduction of a New Application-to-Application Interface

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

#### 7.1.1 Initial Release Notification

The Initial Release Notification will include:

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

#### 7.1.2 CLEC Comments to Initial Release Notification

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

#### 7.1.3 Qwest Response to CLEC Comments

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

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

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

#### **7.1.4 Preliminary Implementation Plan Review Meeting**

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

#### **7.1.5 Draft Interface Technical Specifications**

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

The Draft Interface Technical Specification notification will include:

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

#### **7.1.6 Walk Through of Draft Interface Technical Specifications**

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

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

#### **7.1.7 CLEC Comments on Draft Interface Technical Specifications**

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

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

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

### **7.1.8 Qwest Response to CLEC Comments**

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

### **7.1.9 Final Interface Technical Specifications**

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

The Final Interface Technical Specifications notification will include:

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

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

## **7.2 Introduction of a New GUI**

### **7.2.1 Initial Release Notification**

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

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

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

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

### **7.2.2 Draft Release Notes**

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

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

### **7.2.3 GUI Overview Meeting**

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

### **7.2.4 CLEC Comments**

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

### **7.2.5 Qwest Response to CLEC Comments**

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

### **7.2.6 Final Release Notes**

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

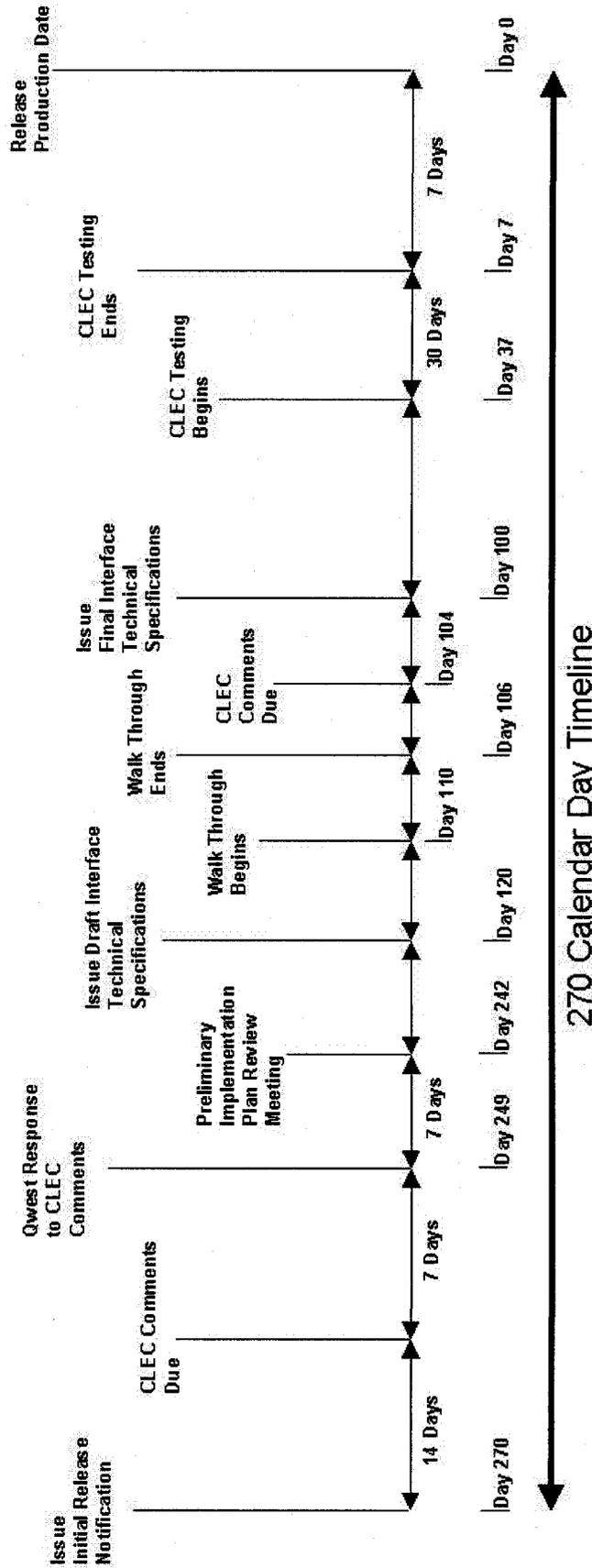
- A summary of changes from the Draft Release Notes notification, including type of changes (e.g., documentation change, clarification, business rule change).
- Final User Guide
- Final Training information
- Final Release Production Date.
- Qwest response to CLEC comments

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

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

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

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



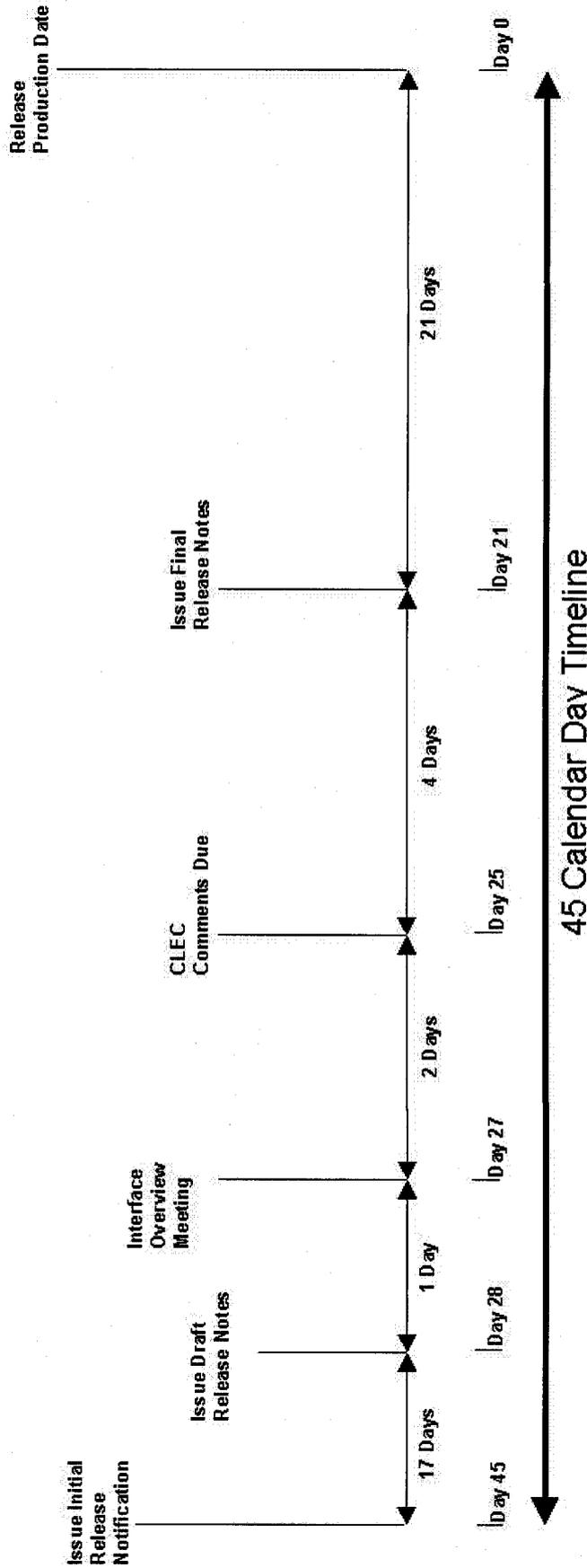
The events listed above are intended to occur on business days. If the date on which any event is scheduled to occur falls on a weekend or holiday, then Qwest and the CLECs may negotiate a revised timeline.

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

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

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

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



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

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

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

## 8.0 CHANGE TO AN EXISTING OSS INTERFACE

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

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

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

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

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

### Application-to-Application OSS Interface

Qwest will support the previous Major Release of Interconnect Mediated Access (IMA) EDI for one hundred eighty (180) calendar days after the subsequent Major Release of IMA EDI has been implemented. In the event that IMA EDI major releases are implemented more than six (6) months apart, any CLEC desiring to delay retirement of the previous release should submit a CR requesting the delay. Qwest will review and grant the retirement delay up until sixty (60) days after the Release Production Date of the next Major Release; however, Qwest will maintain no more than three (3) Major Releases of IMA EDI in production at any time. Qwest may retire the extended release before the extension expires when all CLECs have migrated off the extended release, but no earlier than five (5) business days after the last scheduled CLEC migration from the extended release. CLECs who do not successfully migrate from the retiring release, must contact their Qwest EDI Implementation Team immediately to schedule a new migration. Any such new migration shall not be rescheduled beyond the sixty (60) day retirement delay. (A timeline illustrating the operation of this provision is provided at the end of Section 8.) Past Releases of IMA EDI will only be modified as a result of production support

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

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

changes. When such production support changes are made, Qwest will also modify the related documentation. All other changes become candidates for future IMA EDI Releases.

Qwest makes one Release of the Electronic Bonding-Trouble Administration (EBTA) and billing interfaces available at any given time, and will not support any previous Releases.

### **Graphical User Interface (GUI)**

Qwest makes one Release of a GUI available at any given time and will not support any previous Releases.

IMA GUI changes for a pre-order or ordering will be implemented at the same time as an IMA EDI Release.

## **8.1 Application-to-Application Interface**

This section describes the timelines that Qwest, and any CLEC choosing to implement on the Qwest Release Production Date, will adhere to in changing existing application-to-application interfaces.<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.

### **8.1.1 Draft Interface Technical Specifications**

Prior to Qwest implementing a change to an existing application-to-application interface, Qwest will notify CLECs of the draft Technical Specifications. Qwest will issue draft Technical Specifications no later than seventy-three (73) calendar days prior to the implementation date unless an exception has been granted. Technical Specifications are documents that provide information the CLECs need to code the application-to-application interface. The Draft Technical Specifications notification letter will include:

- Written summary of change(s)
- Planned time frame for Release Production
- Purpose
- Logistical information (including a conference line) for walk through
- Reference to draft Technical Specifications, or reference to a Web site with draft specifications
- Additional pertinent material
- Draft Technical Specifications documentation, or instructions on how to access the draft Technical Specifications documentation on the Web site.

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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.

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

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

### **8.1.2 Walk Through of Draft Interface Technical Specifications**

Qwest will sponsor a walk through, including the appropriate internal Subject Matter Experts (SMEs), between sixty-eight (68) calendar days prior to the planned implementation date and fifty-eight (58) calendar days prior to the planned implementation date. A walk through will afford CLEC SMEs the opportunity to ask questions and discuss specific requirements with Qwest's technical team and will take as much of this period as is necessary to address CLECs' questions. CLECs are encouraged to invite their technical experts, systems architects, and designers, to attend the walk through.

Qwest will lead the review of the Draft Technical Specifications. Qwest technical experts will answer the CLEC SMEs' questions. Qwest will capture action items such as requests for further clarification. Qwest will follow-up on all action items and notify CLECs of responses forty five (45) calendar days prior to the planned implementation date.

### **8.1.3 CLEC Comments on Draft Interface Technical Specifications**

If the CLEC identifies issues or requires clarification, the CLEC must send written comments to Qwest no later than fifty-five (55) calendar days prior to the planned implementation date. CLECs may submit comments via the Qwest CMP comment Web site at <http://www.qwest.com/wholesale/cmp/comment.html>.

### **8.1.4 Qwest Response to CLEC Comments**

Qwest will review and respond with written answers to all CLEC issues, comments/concerns no later than forty-five (45) calendar days prior to final implementation date. The answers will be shared with all CLECs, unless the CLECs question(s) are marked proprietary. Any changes that may occur as a result of the responses will be distributed to all CLECs in the same notification letter. The notification will include the description of any change(s) made as a result of CLEC comments. The change(s) will be reflected in the Final Technical Specifications.

### **8.1.5 Final Interface Technical Specifications**

The Final Interface Technical Specifications will include the following:

- Reference to Final Technical Specifications, or Web site
- Qwest response to CLEC comments
- Summary of changes from the prior implementation, including any changes made as a result of CLEC comments on Draft Technical Specifications
- Indication of type of change (e.g., documentation change, business rule change, clarification change)
- Final Joint Test Plan including transactions which have changed
- The suite of re-certification test scenarios

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

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

- 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.

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

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

### 8.2.2 CLEC Comments on Draft Interface Release Notification

CLECs must provide comments/questions on the Draft GUI Release Notes no less than twenty-five (25) calendar days prior to the planned Release Production Date. CLECs may submit comments via the Qwest CMP comment Web site at <http://www.qwest.com/wholesale/cmp/comment.html> or via an e-mail to [cmpcomm@qwest.com](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

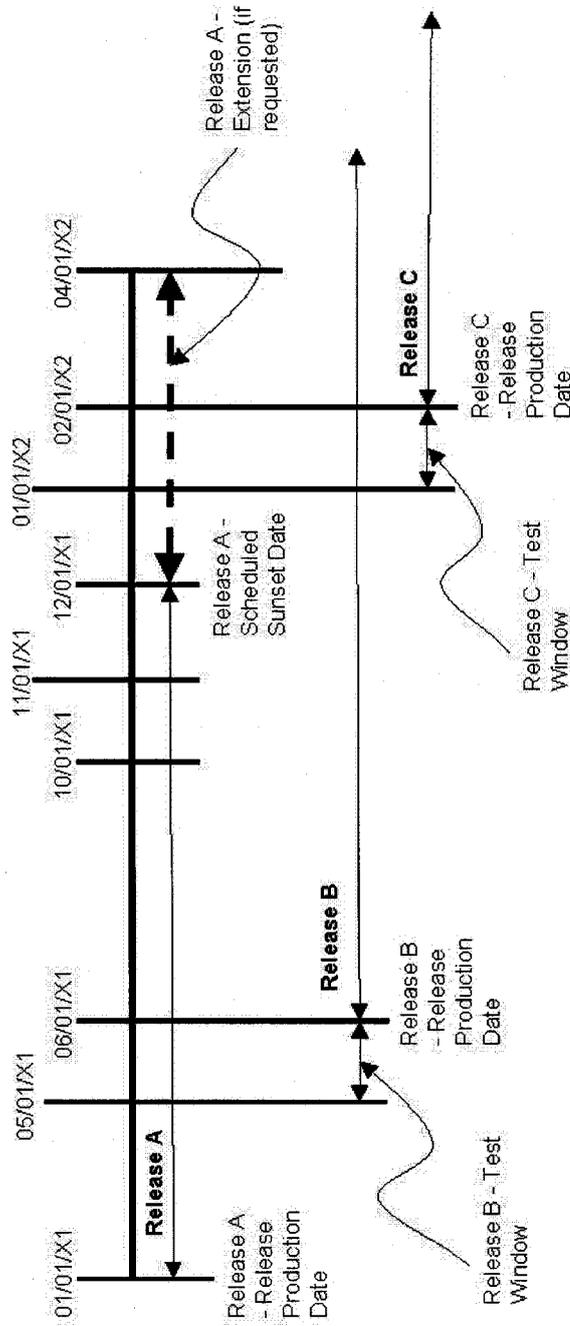
Qwest will issue the Final Interface Release Notification no later than twenty-one (21) calendar days before the final Release Production Date. Qwest will post this information on the CMP Web site. Production support type changes that occur without advance notification will be posted within 24 hours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

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

Figure 4: Release Extension Illustrative Timeline

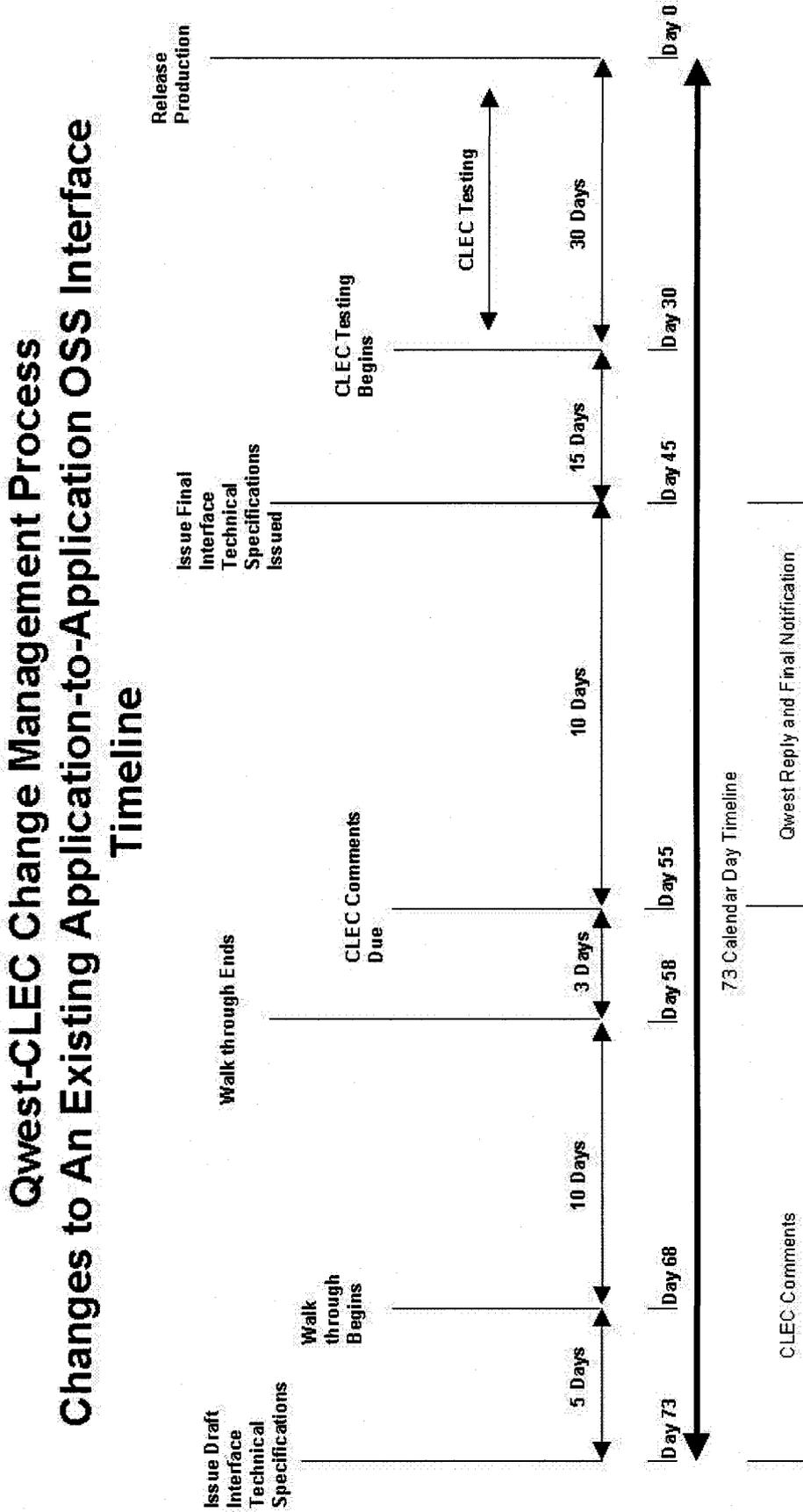
## Qwest-CLEC Change Management Process Change to an Existing OSS Interface Release Extension Illustrative Timeline



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

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

Figure 5: Changes to an Existing Application-to-Application OSS Interface Timeline



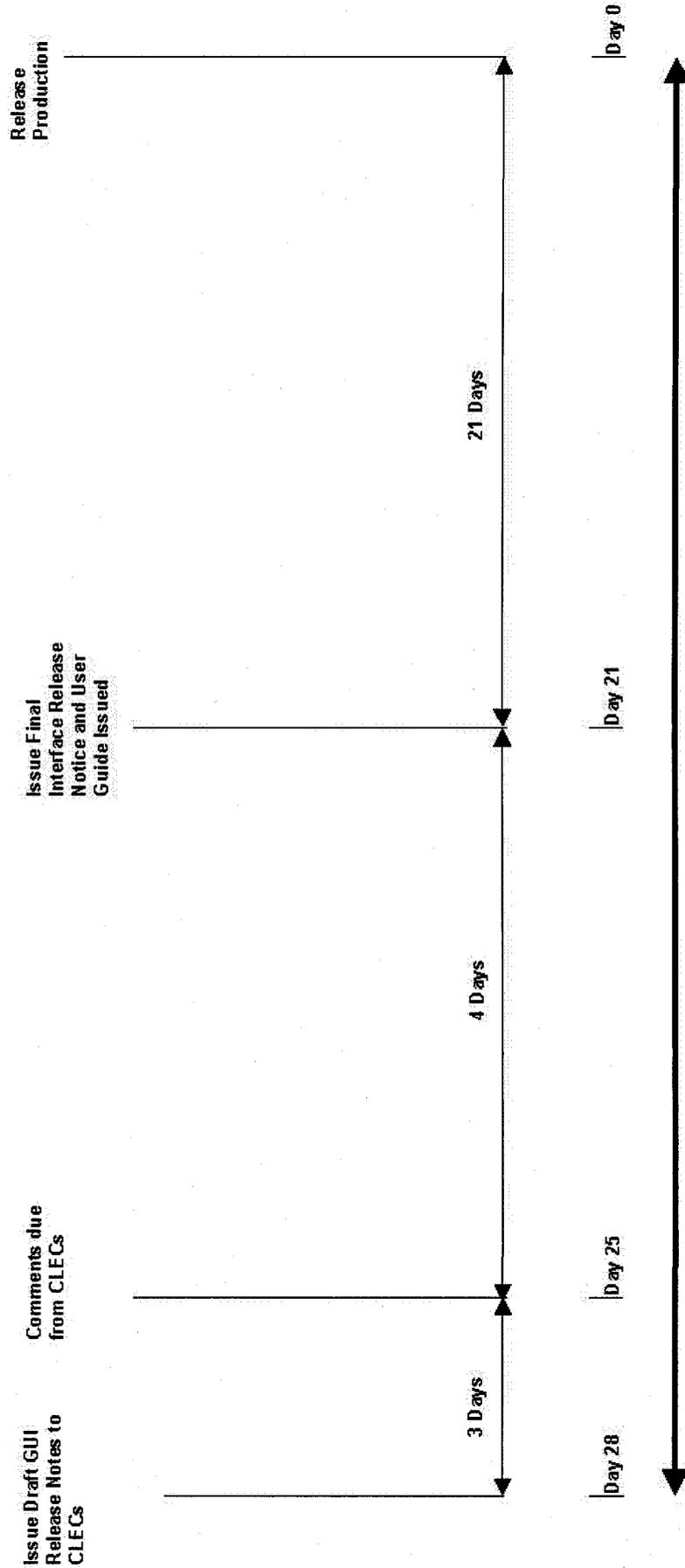
The events listed above are intended to occur on business days. If the date on which any event is scheduled to occur falls on a weekend or holiday, then Qwest and the CLECs may negotiate a revised timeline.

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

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

Figure 6: Changes to An Existing Graphical User Interface (GUI) Timeline

## Qwest-CLEC Change Management Process Changes to An Existing Graphical User Interface (GUI) Timeline



<sup>28</sup> Calendar Day Timeline

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

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

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

## 9.0 RETIREMENT OF AN EXISTING OSS INTERFACE

The retirement of an existing OSS Interface occurs when Qwest ceases to accept transactions using a specific OSS Interface. This may include the removal of a GUI or a protocol transmission of information (Application-to-Application) interface.

### 9.1 Application-to-Application OSS Interface

#### 9.1.1 Initial Retirement Notification

At least two hundred seventy (270) calendar days before the retirement date of application-to-application interfaces, Qwest will share the retirement plans via Web site posting and CLEC notification. The scheduled new application-to-application interface is to be in a CLEC certified production Release prior to the retirement date of the older interface.

Alternatively, Qwest may choose to retire an interface if there is no CLEC usage of that interface for the most recent ninety (90) consecutive calendar days. Qwest will provide thirty (30) calendar day notification of the retirement via Web posting and CLEC notification.

Qwest will issue the initial Retirement Notification no later than two hundred seventy (270) calendar days before retirement. The Initial Retirement Notification will include:

- The rationale for retiring the OSS Interface
- Available alternative interface options for existing functionality
- The proposed detailed retirement timeline (e.g., milestone dates, CLEC-Qwest comment and response cycle)
- Planned retirement date

#### 9.1.2 CLEC Comments to Initial Retirement Notification

CLEC comments on the Initial Retirement Notification are due to Qwest no later than fifteen (15) calendar days following the Initial Retirement Notification. CLECs may submit comments via the Qwest CMP comment Web site at <http://www.qwest.com/wholesale/cmp/comment.html>.

#### 9.1.3 Qwest Response to Comments

Qwest will consider CLEC comments and respond in the Final Retirement Notification.

#### 9.1.4 Final Retirement Notification

The Final Retirement Notification will be provided to CLECs no later than two-hundred and twenty-eight (228) calendar days prior to the retirement date of the application-to-application interface. The Final Retirement Notification will contain:

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

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

- 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:

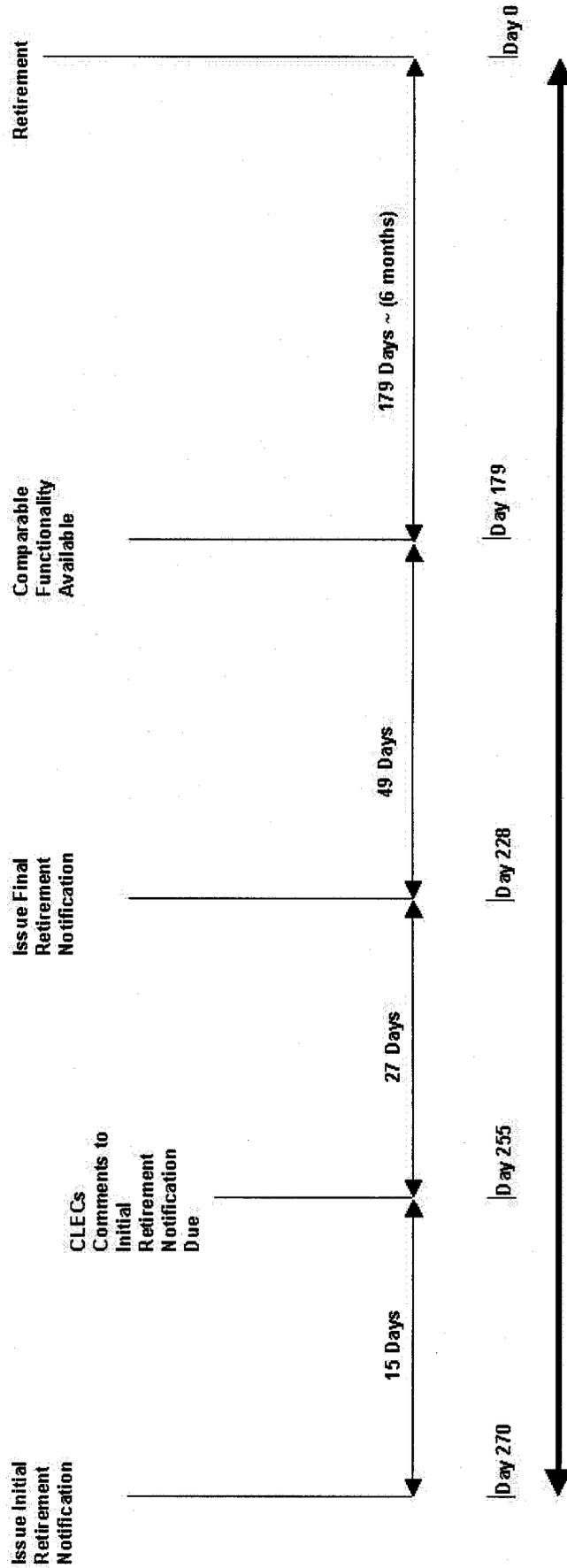
- The rationale for retiring the OSS Interface (e.g., no usage or replacement)
- If applicable, where the replacement functionality will reside in a new interface and when the new interface has been certified by a CLEC
- Qwest's responses to CLECs' comments/concerns
- Actual retirement date

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Figure 7: Retirement of an Existing Application-to-Application OSS Interface Timeline

## Qwest-CLEC Change Management Process Retirement of An Existing Application-to-Application OSS Interface Timeline



**270 Calendar Days (Approximately)**

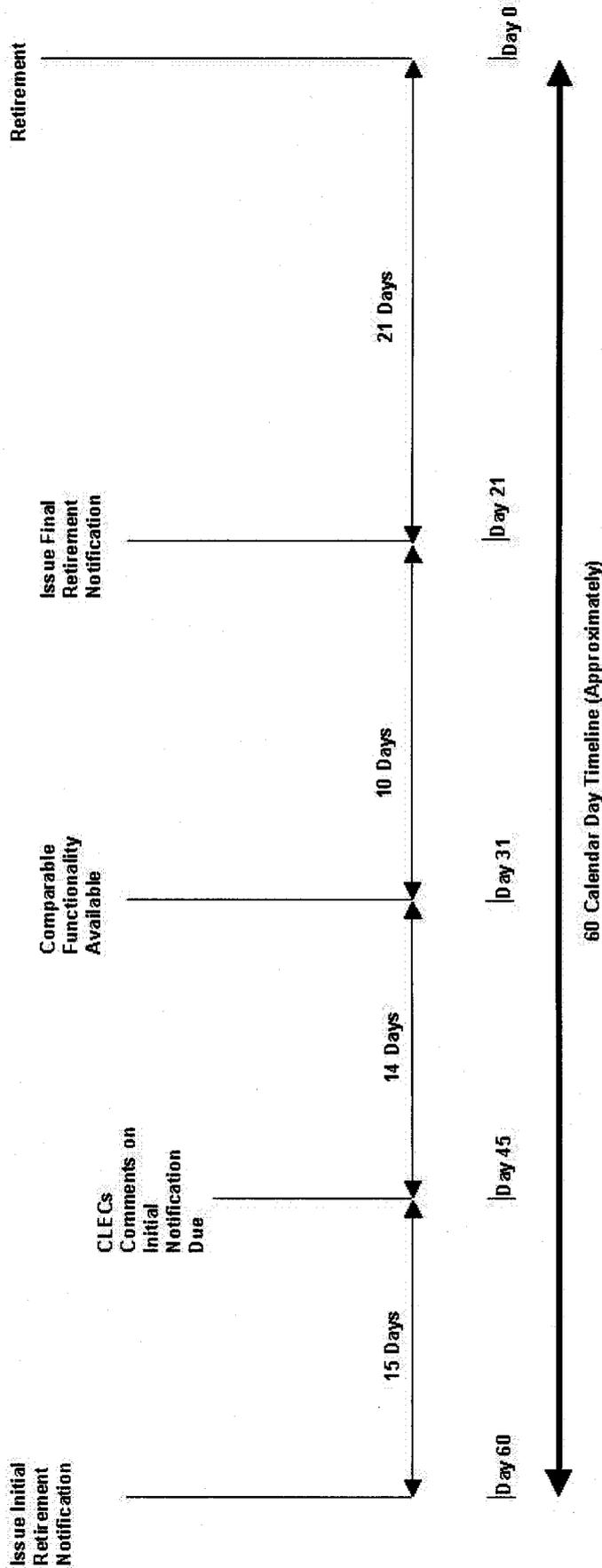
The events listed above are intended to occur on business days. If the date on which any event is scheduled to occur falls on a weekend or holiday, then Qwest and the CLECs may negotiate a revised timeline.

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

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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, [cmPCR@qwest.com](mailto:cmPCR@qwest.com), within three (3) business days following Qwest's distribution of the Prioritization Form. Within two (2) business days following the deadline for submission of ranking, Qwest will tabulate all rankings and e-mail the resulting Initial Prioritization List to the CLECs. The results will be announced at the next scheduled Monthly CMP Systems Meeting. Prioritization is based on the results of the votes received by the deadline. Based on the outcome of the final ranking of the CR candidates, an Initial Prioritization List is produced.

### 10.3.4 Ranking of Late Added CRs

For those late added CRs that are eligible for inclusion, as a candidate, in the most recently prioritized Release, the prioritization process will be as follows.

- Within three (3) business days following the Monthly CMP Systems Meeting that resulted in the decision to include the late added CR as a candidate in the recently prioritized Release, Qwest will distribute the late added CR for ranking, along with the initial prioritization.
- Each CLEC and Qwest may submit a suggested rank for the late added CR. The suggested rank will be the number corresponding to the position on the Initial Prioritization List that the CLEC or Qwest believes the late added CR should be inserted.

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- CLECs and Qwest who choose to vote must return their suggested rank for the late added CR via e-mail within three (3) business days following Qwest's distribution of the late added CR for ranking.

Within two (2) business days following the deadline for the return of the suggested rank, Qwest will tabulate the results by averaging the returned suggested ranks for the late added CR. Qwest will insert the late added CR into the Initial Prioritization List at the resulting point on the list and will renumber the remaining candidates on the list based on this insertion. Qwest will e-mail an updated Prioritization List to the CLECs. The results will be announced at the next scheduled Monthly CMP Systems Meeting.

### 10.3.5 Withdrawal of Prioritized CRs

A CLEC or Qwest may elect to withdraw a CR that has been prioritized for an OSS Interface Release. This process may be invoked at any time between the prioritization process and the commitment for the Release. Qwest will determine its ability to work additional CRs for the Release based upon the timing of the withdrawal request. After commitment, a CLEC or Qwest could request the CR be withdrawn, however, the withdrawal of the CR may not be feasible based upon the development status at the time of the withdrawal request. The process will be as follows:

- The originating CLEC or Qwest will submit an e-mail request to the Qwest CMP Manager, [cmpcr@qwest.com](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 (cmnesc@qwest.com). The subject line of the e-mail message must include:

- “SCRCP FORM”
- CR number and title
- CR originator’s company name

The text of the e-mail message must include:

- Description of the CR
- A completed SCRCP Form (See Appendix E)
- A single point of contact for the SCRCP request including:
  - Primary requestor’s name and company
  - Phone number
  - E-mail address
- Circumstances which have necessitated the invocation of the SCRCP
- Desired implementation date
- If more than one company is making the SCRCP request, the names and point of contact information for the other requesting companies.

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#### **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.

<b>Severity Level of Ticket</b>	<b>Response Interval for Status Changes</b>	<b>Response Interval for No Status Changes</b>		<b>Notification Interval upon Resolution</b>
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 [cmpesc@qwest.com](mailto:cmpesc@qwest.com).

- Subject line of the escalation e-mail must include:
  - CLEC Company name
  - "ESCALATION"
  - Change Request (CR) number and status, if applicable
- Content of e-mail must enclose appropriate supporting documentation, if applicable, and to the extent that the supporting documentation does not include the following information, the following must be provided:
  - Description of item being escalated
  - History of item
  - Reason for Escalation
  - Business need and impact
  - Desired CLEC resolution
  - CLEC contact information including Name, Title, Phone Number, and e-mail address
  - CLEC may request that impacted activities be stopped, continued or an interim solution be established.
- Qwest will acknowledge receipt of the complete escalation e-mail with an acknowledgement of the e-mail no later than the close of business of the following business day. If the escalation e-mail does not contain the preceding specified information Qwest will notify the CLEC by the close of business on the following business day, identifying and requesting information that was not originally included.
- When the escalation e-mail is complete, the acknowledgement e-mail will include:
  - Date and time of escalation receipt
  - Date and time of acknowledgement e-mail
  - Name, phone number and e-mail address of the Qwest Director, or above, assigned to the escalation.
- Qwest will post escalated issue and any associated responses on the CMP Web site within one (1) business day of receipt of the complete escalation or response.

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- Qwest will give notification that an escalation has been requested via the Industry Mail Out process
- Any other CLEC wishing to participate in the escalation may do so by selecting the participate button adjacent to the escalation on the CMP Escalation Web site, <http://www.qwest.com/wholesale/cmp/escalations.html>, within one (1) business day of the mail out. Alternately, a CLEC may participate by sending an e-mail to [cmpesc@qwest.com](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, [cmpcr@qwest.com](mailto:cmpcr@qwest.com), no later than two (2) hours before the meeting at which the vote will take place. The interim POC may provide an LOA to Qwest at the meeting, prior to the vote.

If an e-mail or LOA is provided to designate a third party interim POC, it must contain the following information in the subject line of the e-mail:

- "Voting Proxy"

The body of the e-mail or LOA must contain the following information:

- CLEC Name
- Third Party Company Name
- Brief description of the issue on which the vote is being taken
- Date vote call/meeting is scheduled to be held
- Signature of authorizing Carrier (LOA only)

If a meeting is scheduled for a vote but a vote is not taken, e-mailed designations or LOAs will be discarded.

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## 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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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 [cmpesc@qwest.com](mailto:cmpesc@qwest.com).

### **18.3.4 Escalation or Dispute Resolution**

If any party is not satisfied with the outcome of this Section 18.3, it may follow the Escalation or Dispute Resolution Processes.

## **18.4 CMP Oversight Committee**

### **18.4.1 Membership**

The CMP Oversight Committee will be comprised of one representative from Qwest, one representative from each of up to six (6) CLECs, and one representative from each public utilities commission that wishes to participate. Members of the CMP Oversight Committee must have a comprehensive understanding of this CMP. Names of the members of the CMP Oversight Committee will be listed on the Qwest Wholesale CMP website at the following URL: <http://www.qwest.com/wholesale/cmp/coc.html>. The membership of the committee has been established through the end of 2003. For 2004 and each year thereafter, the CLEC membership will be established on an annual basis through self nomination. If more than six (6) CLECs are nominated for membership, the CLECs will rank the nominees. The six (6) highest ranked nominees will be the CLEC members of the committee for the following year.

### **18.4.2 Role of the CMP Oversight Committee**

The CMP Oversight Committee will act as a subject matter expert regarding the provisions of this CMP. The CMP Oversight Committee will deliberate on CMP Oversight Review Issues and make recommendations to the CMP body on matters such as interpretation of this CMP and proposed changes to this CMP. A recommendation of the CMP Oversight Committee may result in a CR to change this CMP as contemplated by Section 2.1.

### **18.4.3 Meetings of the CMP Oversight Committee**

Meetings of the CMP Oversight Committee will be called on an ad hoc basis, as needed to address CMP Oversight Review Issues as described in Section 18.4.4, and will be called in the same manner, and applying the same time periods, as set forth in Section 3.0, Change Management Process Meetings. A CMP Oversight Committee meeting may be held at the end of

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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.

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

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

APPENDIX 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	25091	IMA Common	9/26/01	Qwest	Presented	DSL Flowthrough - Re-Branding	Large	3001	5500	Winston, Connie	Category C: Rank Eligible
3	26636	IMA Common	9/28/01	Qwest	Presented	Shared Loop Enhancements	Medium	751	3000	Winston, Connie	Category C: Rank Eligible
4	30212	IMA Common	9/28/01	Qwest	Presented	Add New UNE-P PAL to IMA	Large	3001	5500	Winston, Connie	Category C: Rank Eligible
5	30215	IMA Common	10/23/01	Qwest	Presented	Wholesale Local Exchange Freeze	Large	3001	5500	Winston, Connie	Category C: Rank Eligible
6	31766	IMA Common	9/28/01	Qwest	Presented	Reject Duplicate LSRs	Medium	751	3000	Martain, Jill	Category C: Rank Eligible
7	5043011	IMA GUI	8/31/00	Eschelon	Presented	Add an online glossary of the field title abbreviations to help menu of IMA GUI	Medium	751	3000	Eschelon	Category C: Rank Eligible

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

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

APPENDIX B: SAMPLE - IMA 11.0 INITIAL PRIORITIZATION FORM

Assigned Point Value (see instructions)	#	CR Number	Title	Company	Interface	Products Impacted	Shirt Size	Est LOE Min	Est LOE Max
	1	24652	Unbundled DID/PBX Trunk Port Facility move from LS to PS	Qwest	IMA Common	Unbundled PID/PBX Trunk Port	Medium	751	3000
	2	25091	DSL Flowthrough - Re-Branding	Qwest	IMA Common	DSL	Large	3001	5500
	3	26636	Shared Loop Enhancements	Qwest	IMA Common	Shared Loop	Medium	751	3000
	4	30212	Add New UNE-P PAL to IMA	Qwest	IMA Common	UNE-P PAL	Large	3001	5500
	5	30215	Wholesale Local Exchange Freeze Based on CSRs	Qwest	IMA Common	All	Large	3001	5500
	6	31766	Reject Duplicate LSRs	Qwest	IMA Common	All Products	Medium	751	3000
	7	5043011	Add an online glossary of the field title abbreviations to help menu of IMA GUI	Eschelon	IMA GUI	All Products	Medium	751	3000
	8	5043076	Create a separate field for line numbers in EDI responses	Eschelon	IMA EDI		Large	3001	5500
	9	5206704	Add OCn capable loop LSR to IMA	ELI	IMA Common	DS1, DS3 & OCn Loop Orders	Large	3001	5500
	10	5405937	CLECs require availability to view completed LSR information in IMA GUI	Verizon	IMA GUI	Resale	Large	3001	5500
	11	5498578	Ability to send dual CFA information on an LSR for HDSL orders	WorldCom	IMA Common	HDSL	Small	201	750
	12	SCR010902-1	Limited IMA GUI Access for Pre-Order Transactions Only	McLeodUSA	IMA GUI	All	Medium	751	3000
	13	SCR012202-1	Incorrect Consolidation of DR5 USOC in IMA	Qwest	IMA Common	ISDN PRI	Medium	751	3000
	14	SCR013002-3	IMA Pre-Order - Use CCNA to retrieve a Design Layout Report (DLR)	Qwest	IMA Common		Medium	751	3000
	15	SCR013002-4	Revision of TOS field in IMA	Qwest	IMA GUI	UNE-P, Resale	Medium	751	3000
	16	SCR013002-5	PIC Freeze Documentation	Qwest	IMA Common	Resale, UNE	Medium	751	3000

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

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

APPENDIX C: SAMPLE - IMA 11.0 INITIAL PRIORITIZATION LIST

RANK	TOTAL POINT VALUE	CR Number	Title	Company	Interface	Products Impacted	Shirt Size	Est LOE Min	Est LOE Max	Original List #
1	251	SCR013102-15	LSOG 6 - Upgrade Field Numbering and Naming to Existing Qwest Forms & EDI Maps (FOUNDATION CANDIDATE) (NOTE: Per February CMP Meeting Discussion, this CR should be ranked higher than all other LSOG 6 Change Requests)	Qwest	IMA Common	All Products	Extra Large	5501	8000	32
2	231	SCR013002-8	Flowthrough on Sup 2 Category Due Date	Qwest	IMA Common	All Products except Designed Products	Large	3001	5500	17
3	227	SCR101901-1	Allow customers to move and change local service providers at the same time. (NOTE: Per February CMP Meeting Discussion, this CR should be ranked higher than #26)	Eschelon	IMA Common	Centrex Resale, UNE-P	Extra Large	5500	8000	35
4	214	31766	Reject Duplicate LSRs	Qwest	IMA Common	All Products	Medium	751	3000	6
5	211	SCR013002-3	IMA Pre-Order - Use CCNA to retrieve a Design Layout Report (DLR)	Qwest	IMA Common		Medium	751	3000	14

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

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

APPENDIX D: SAMPLE CHANGE REQUEST FORM – AS OF 03/03/05

**CHANGE REQUEST FORM**

CR # \_\_\_\_\_ Status: \_\_\_\_\_  
 Originated By: \_\_\_\_\_ Date Submitted: \_\_\_\_\_  
 Company: \_\_\_\_\_ Internal Ref# \_\_\_\_\_  
 Originator: \_\_\_\_\_  
 Name, Title, and email/phone# \_\_\_\_\_

**Area of Change Request:** Please click appropriate box(es) and fill out the section(s) below.

- Product/Process  System

**Exception Process Requested:** Please click appropriate boxes

- Yes  No

(Exception Process Requests will be considered at the next monthly CMP meeting unless Exception call/meeting requested)

- Exception call/meeting requested  
 Qwest SME(s) requested at Pre-Meeting (list if required) \_\_\_\_\_

Available Dates/Time for Clarification/Exception Pre-Meeting
1.
2.
3.
4.
5.

**Regulatory or Industry Guideline CR:** Please click appropriate box if you would like the CR to be considered as a Regulatory or Industry Guideline change.

- Regulatory  Industry Guideline; Indicate industry forum: \_\_\_\_\_

**Title of Change:**

\_\_\_\_\_

**Description of Change/Exception:**

\_\_\_\_\_

**Expected Deliverables/Proposed Implementation Date (if applicable):**

\_\_\_\_\_

**OPTIONAL – COMPLETE THE SECTIONS BELOW WHERE APPLICABLE**

**Products Impacted:** Please Click all appropriate boxes & also list specific products within product group, if applicable.

- |   |   |
|---|---|
| <input type="checkbox"/> Ancillary _____              | <input type="checkbox"/> LNP _____                        |
| <input type="checkbox"/> LIDB _____                   | <input type="checkbox"/> Private Line _____               |
| <input type="checkbox"/> 8XX _____                    | <input type="checkbox"/> Resale _____                     |
| <input type="checkbox"/> 911 _____                    | <input type="checkbox"/> Switched Service _____           |
| <input type="checkbox"/> Calling Name _____           | <input type="checkbox"/> UDIT _____                       |
| <input type="checkbox"/> SS7 _____                    | <input type="checkbox"/> Unbundled Loop _____             |
| <input type="checkbox"/> AIN _____                    | <input type="checkbox"/> UNE _____                        |
| <input type="checkbox"/> DA _____                     | <input type="checkbox"/> Switching _____                  |
| <input type="checkbox"/> Operation Services _____     | <input type="checkbox"/> Transport ( Include EUDIT) _____ |
| <input type="checkbox"/> INP _____                    | <input type="checkbox"/> Loop _____                       |
| <input type="checkbox"/> Centrex _____                | <input type="checkbox"/> UNE-P _____                      |
| <input type="checkbox"/> Collocation _____            | <input type="checkbox"/> EEL (UNE-C) _____                |
| <input type="checkbox"/> Physical _____               | <input type="checkbox"/> Other _____                      |
| <input type="checkbox"/> Virtual _____                | <input type="checkbox"/> Wireless _____                   |
| <input type="checkbox"/> Adjacent _____               | <input type="checkbox"/> LIS / Interconnect _____         |
| <input type="checkbox"/> ICDF Collocation _____       | <input type="checkbox"/> EICT _____                       |
| <input type="checkbox"/> Other _____                  | <input type="checkbox"/> Tandem Trans. / TST _____        |
| <input type="checkbox"/> Enterprise Data Source _____ | <input type="checkbox"/> DTT / Dedicated Transport _____  |
| <input type="checkbox"/> Other _____                  | <input type="checkbox"/> Tandem Switching _____           |
| <input type="checkbox"/> Local Switching _____        |   |

**Area Impacted:** Please click appropriate box.

- Pre-Ordering                       Provisioning
- Ordering
- Billing
- Maintenance / Repair       Other

**Form/Transaction/Process Impacted (IMA only):** Please click all appropriate boxes.

- Order**
- LSR                                       End User (EU)                       Resale (RS)                       Resale Split (RSS)
  - Centrex (CRS)                       Resale Pvt. Line (RPL)               Hunt Group (HGI)               Loop Service (LS)
  - Centrex Split (CRSS)               Port Service (PS)                       Number Port (NP)               Loop Service w/NP (LSNP)
  - Frame Relay (RFR)               DID Resale (DRS)                       Directory Listings (DL)
  - Other \_\_\_\_\_

- LSR Activity**
- N - New                       C - Change                       D - Disconnect                       T - Outside Move
  - M - Inside Move               Y - Deny                       L - Seasonal Suspend               W - Conversion As Is
  - B - Restore                       R - Record                       Z - Conv as Spec/No DL               V - Conversion As Spec
  - Other \_\_\_\_\_

- Pre-Order**
- Address Validation       CSR                       TN Reservation                       Loop Qual
  - Facility Avail.               Service Avail.               CFA Validation                       Appointment Scheduler
  - Raw Loop Data               DLR                       Meet Point                       Listing Reconciliation
  - Cancel                       Other \_\_\_\_\_

- Post-Order**
- Local Response               Completion                       PSON                       Billing Completion
  - Status Updates.               Status Inquiry                       LSR Notice Inquiry               LSR Status Inquiry
  - DSRED                       Batch Hot Cut                       Provider Notification               Other \_\_\_\_\_

**OSS Interfaces Impacted:** Please click all appropriate boxes.

- CEMR                       IMA EDI                       MEDIACC                       QORA
- EXACT                       IMA GUI                       Product Database                       Wholesale Billing Interface
- Directory Listing               HEET                       SATE                       Other \_\_\_\_\_

## 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.

**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:

---

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.



**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

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>

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<b>Term</b>	<b>Definition</b>
	<p>enhancements to IMA disclosed in a Major Release that could not be delivered in the timeframe of the Major Release.</p> <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	<p>A notification distributed by Qwest through the Mailout tool to provide the information required by the following sections of this CMP: 7.0 - Introduction of a New OSS Interface, 8.0 - Change to Existing OSS Interfaces and 9.0 - Retirement of Existing OSS Interfaces.</p>
Release Production Date	<p>The Release Production Date is the date that a software Release is first available to the CLECs for issuance of production transactions.</p>
Software Defects	<p>A problem with system software that is not working according to the Technical Specifications and is causing detrimental impacts to the users.</p>
Stand-alone Testing Environment (SATE)	<p>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.</p>
Sub-systems	<p>A collection of tightly coupled software modules that is responsible for performing one or more specific functions in an OSS Interface.</p>
Subject Matter Expert (SME)	<p>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.</p>
Technical Specifications	<p>Detailed documentation that contains all of the information that a CLEC will need in order to build a particular Release of an application-to-application OSS Interface. Technical Specifications include:</p> <ul style="list-style-type: none"> <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>

<b>Term</b>	<b>Definition</b>
	<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)

# **EXHIBIT JM-2**

EXHIBIT JM-2

**CONFIDENTIAL**

**REDACTED COPY**

**DOCUMENT IS BEING PROVIDED ONLY TO THOSE WHO  
HAVE SIGNED THE PROTECTIVE AGREEMENT**

# **EXHIBIT JM-3**

## **Expedites and Escalations Overview – V41.0**

*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. If the request being expedited is for a product contained in the "Pre-Approved Expedites" section below, your ICA must contain language supporting expedited requests with a "per day" expedite rate. If the request being expedited is for a product that is not on the defined list, then the expedited request follows the process defined in the "Expedites Requiring Approval" section below.

#### **Expedites Requiring Approval**

For products not listed in the Pre-Approved Expedite section below, (non-designed products such as POTS, Centrex or DSL service) the following expedite process applies. Expedite charges are not applicable with the Expedites Requiring Approval process.

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

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

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

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

- Submit the request with your expedited due date and populate the EXP field. Also include in REMARKS the reason for the expedited request and then call the Qwest Call Center.
- Submit the request with a due date interval from our SIG (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 1-866-434-2555 to process the expedited request.

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

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

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

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

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

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

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

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

#### **Designed Services**

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

#### **Approved Expedited Requests**

If the expedited request is approved and the original request contained the expedited due date and the EXP field was populated, Qwest will return a Firm Order Confirmation (FOC) acknowledging the agreed to expedited due date. If the expedited or agreed to due date is different from what was originally submitted on the ASR or LSR, Qwest will contact you and request that you supplement your request with the agreed to expedited date. The EXP field on the supplement ASR or LSR must also be populated. If the supplement is not received within four business hours, Qwest will continue to process the ASR or LSR as if the expedited request was not received and will FOC back the standard interval or the original due date provided on the ASR or LSR if it was longer than the standard interval.

## **Denied Expedited Requests**

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

## **Pre-Approved Expedites**

The Pre-Approved expedite process is available in all states except Washington for the products listed below when your ICA contains language for expedites with an associated per day expedite charge.

**Note: Resold Designed products are automatically included based on the terms and conditions outlined in the ICA and individual state tariffs, catalogs or price lists.**

**For products other than the Resold Design products identified below, if your contract does not contain the appropriate expedite language, you will not be able to expedite the request unless the expedite is due to a Qwest caused reason.**

**The Expedites Requiring Approval section of this procedure does not apply to any of the products listed below (unless you are ordering services in the state of WA).**

An expedite charge applies per ASR or LSR for every day that the due date interval is improved, based on the standard interval in the SIG, ICA, or ICB criteria as described above. It is not necessary for you to call into Qwest to have the expedite approved. To expedite a service request on an ASR or LSR you must populate the EXP field and put the desired expedited due date in the DDD field on the ASR or LSR.

Note: If the ASR/LSR you are submitting requests a same day due date, your request must be received before 12 noon MT.

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

If the request does not meet the criteria for the Pre-Approved Expedite process, the ASR or LSR will be processed using the standard interval that is defined in the *Standard Interval Guide for Resale, UNE and Interconnection Services* (Link italicized text to: <http://www.qwest.com/wholesale/guides/sig/index.html>).

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
- 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 (*//S 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.

If an order was delayed due to a Customer Not Ready (CNR) condition as described in the Provisioning and Installation Overview ([Link italicized text to: http://www.qwest.com/wholesale/clecs/provisioning.html](http://www.qwest.com/wholesale/clecs/provisioning.html)); and you wish to expedite the newly requested due date, supplement the request with the new Desired Due Date and populate the EXP field of the LSR/ASR. Qwest will review your expedited request for resource availability. In some cases, we may contact you to advise resources for expedite are not available or offer an alternate date. Expedite charges apply and are based on the number of days the CNR standard interval is improved.

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

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

You will follow this documented **Expedite** process as outlined when you require an expedite to a standard interval in order to restore an end-user due to a Non-Qwest caused out of service

condition. An expedite restoral request is a result of your inability to complete a conversion or outside move service request where you were unable to cancel or change the due date on the service order(s) prior to order completion. Restoral requests may involve you alone, a Qwest Retail account and you, or you and a different CLEC on conversion and outside move (T & F) type service order's. Restoral requests will be accepted for both full and partial restorals.

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

- Issue the Restoral Request LSR as directed per the Decision Charts and order type scenario's.
  - Populate the RPON field with the PON used on the original LSR if available
  - Populate the EXP field
  - Populate Manual IND = Y
  - The REMARKS field can be populated with the specific reason for the request such as:
    - Restoral request Full, Resale to UNE-P conv, restore original service, Or
    - Restoral request, Partial, Resale to UNE-P conv, restore original service, Or
    - Restoral request, Partial, UNE-P to Resale conv, restore original service, Or
    - Restoral request, Full, Resale or UNE-P T&F, restore F location, etc., Or
    - Restoral Request, Restore original full service back to CLEC XXXX, Or
    - Restoral Request, Restore original partial service back to CLEC XXXX, Or
    - Restoral Request, Restore original F Loc service, full/partial back to old CLEC
    - Restoral Request, Disc service, restore original Retail service, full/partial
- Contact the Customer Service Inquiry and Education (CSIE) Center at 866-434-2555
- Open an Escalation ticket.
- 
- Request a Restoral Request for Previous Service.
- Provide LSR ID if appropriate per Decision Chart and order type scenario's.

#### **Benefits**

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

#### **Restrictions**

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

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

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

<b>Decision Chart, Scenario's 1-5, Same 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>• 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>

<b>Decision Chart, Scenario's 6-10, To a 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>• 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</li> </ul>

		based on order scenario 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>
--	--	---

<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>

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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 Wholesale Repair 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**

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

This introductory Web-based training 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. (Link italicized text to: [http://www.qwest.com/wholesale/training/wbt\\_desc\\_lq101.html](http://www.qwest.com/wholesale/training/wbt_desc_lq101.html))

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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 1	Customer Service Inquiry and Education Center (CSIE)	First point of contact for CLECs	866-434-2555
Tier 2	Subject Matter Expert (SME), Team Leaders, Team Coaches	Respond to issues not resolved at Tier 1	800-366-9974
Tier 3	Appropriate Qwest Service Manager	Respond to issues not resolved at Tier 2	Service Manager (Link italicized text to: <a href="http://www.qwest.com/wholesale/clecs/accounmanagers.html">http://www.qwest.com/wholesale/clecs/accounmanagers.html</a> )

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 (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:** July 24, 2006

META Tags: Expedites; Escalations

**EXHIBIT JM-4**

EXHIBIT JM-4

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.

	USOC	NONRECURRING CHARGE
• Per day advanced	EODDB	\$200.00

The Expedited Order Charges will be billed in addition to other applicable nonrecurring charges.

# **EXHIBIT JM-5**

EXHIBIT JM-5

Qwest Corporation  
ACCESS SERVICE

TARIFF F.C.C. No. 1  
2ND REVISED PAGE 5-24  
CANCELS 1ST REVISED PAGE 5-24

5. ORDERING OPTIONS FOR ACCESS SERVICES

5.2 ACCESS ORDER  
5.2.2 ACCESS ORDER MODIFICATIONS (CONT'D)

D. Expedited Order Charge

When placing an Access order for service(s) for which standard intervals exist, a customer may request a service date that is prior to the standard interval service date. A customer may also request an earlier service date on a pending standard or negotiated interval Access Order. If the Company agrees to provide the service on an expedited basis, an Expedited Order Charge will apply.

A customer may request a change of end user premises within the same serving wire center. When this occurs, the service date is changed to reflect the standard interval. If the customer requests an earlier service date, an Expedited Order Charge will apply.

Expedited Order Charges will not apply if the revised interval to a pending order is equal to or longer than the standard interval for that service.

Expedited Order Charges will not apply to part-time audio or part-time video. (C)

When an expedited service date is missed, the Expedited Order Charge will apply unless the missed service date is caused by the Company.

(Filed under Transmittal No. 264.)  
Issued: January 13, 2006

Effective: January 28, 2006

1801 California Street, Denver, Colorado 80202

5. ORDERING OPTIONS FOR ACCESS SERVICES

5.2 ACCESS ORDER  
5.2.2 ACCESS ORDER MODIFICATIONS  
D. Expedited Order Charge (Cont'd)

The Expedited Order Charge will apply to all products and services found in this tariff unless otherwise specified. This charge will be applied when the customer requests a service date that is prior to the standard interval service date on an Access Order or when a customer requests an earlier service date on a pending standard or negotiated interval Access Order.

The Company will provide the customer with an estimate of the Expedited Order Charge before expediting an order.

The Expedited Order Charge, as set forth below, will apply on a per order basis for each day the service date is advanced.

	USOC	NONRECURRING CHARGE
• Per day advanced	EODDB	\$200.00
• Per day advanced <sup>[1]</sup> for Pricing Flexibility	EODDA	200.00

The Expedited Order Charges will be billed in addition to other applicable nonrecurring charges.

[1] This rate applies to Expedited Orders located in Phase I and Phase II MSAs, as defined in Section 23, following.

5. ORDERING OPTIONS FOR ACCESS SERVICES

5.2 ACCESS ORDER  
5.2.2 ACCESS ORDER MODIFICATIONS  
D. Expedited Order Charge (Cont'd)

If costs other than additional labor are to be incurred when an Access Order is expedited, the Company will develop, determine and bill the customer such costs in accordance with the special construction terms and conditions as set forth in Tariff F.C.C. No. 2. Authorization to incur the cost and to bill the customer will be in accordance with the terms and conditions of Tariff F.C.C. No. 2.

(Filed under Transmittal No. 2.)  
Issued: August 7, 2000

Effective: August 8, 2000

1801 California Street, Denver, Colorado 80202

# **EXHIBIT JM-6**

## Expedites and Escalations Overview – 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. 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), 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.

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

If the request does not meet the criteria for the Pre-Approved Expedite process, the ASR or LSR will be processed using the standard interval that is defined in the *Standard Interval Guide for Resale, UNE and Interconnection Services* (Link italicized text to: <http://www.qwest.com/wholesale/guides/sig/index.html>).

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 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

<b>Decision Chart, Scenario's 1-5, Same 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>• 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>

<b>Decision Chart, Scenario's 6-10, To a 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>• 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/accounmanagers.html">http://www.qwest.com/wholesale/clecs/accounmanagers.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:** January 3, 2006

META Tags: Expedites; Escalations

**AFFIDAVIT OF RENEE  
ALBERSHEIM**

1 **BEFORE THE ARIZONA CORPORATION COMMISSION**

2  
3  
4 **JEFF HATCH-MILLER**

5 **Chairman**

6 **MARC SPITZER**

7 **Commissioner**

8 **WILLIAM MUNDELL**

9 **Commissioner**

10 **MIKE GLEASON**

11 **Commissioner**

12 **KRISTIN MAYES**

13 **Commissioner**

14  
**IN THE MATTER OF THE COMPLAINT  
OF ESCHELON TELECOM OF  
ARIZONA, INC. AGAINST QWEST  
CORPORATION**

**DOCKET NO. T-03406A-06-  
0257**

**T-01051B-06-0257**

**AFFIDAVIT OF RENEE  
ALBERSHEIM IN SUPPORT OF  
QWEST'S RESPONSE TO  
ESCHELON'S MOTION FOR  
SUMMARY JUDGMENT, OR IN THE  
ALTERNATIVE, PARTIAL  
SUMMARY JUDGMENT**

15  
16  
17 I, Renée Albersheim, do depose and state:

18  
19 **I. BACKGROUND**

20  
21 1. I am currently employed by Qwest Corporation as a Staff Witnessing Representative. I  
22 have been employed by Qwest for 7 years, and have been working in the telecommunications  
23 industry for 13 years.

24 2. I have been working in Qwest's Global Wholesale Markets organization since December  
25 2003. Before December 2003, I had worked in Qwest's Information Technologies Wholesale  
26 Systems organization since joining Qwest in October 1999. As a Staff Witnessing  
27 Representative, I provide support for Qwest's responses to regulatory issues associated with the

1 1996 Telecommunications Act, FCC orders, state commission decisions, and other legal and  
2 regulatory matters.

3 3. Prior to becoming a Qwest employee, I worked for 15 years as a consultant on many  
4 systems development projects and in a variety of roles, including the following: programmer and  
5 systems developer, systems architect, project manager, information center manager and software  
6 training consultant. I worked on projects in a number of different industries, including: oil and  
7 gas; electric, water and telephone utilities; insurance; fast food; computer hardware; and the  
8 military. I also designed and developed a number of applications, including electronic interfaces.  
9 During that time, I worked on several of Qwest's Operations Support Systems ("OSS") as a  
10 consultant on Human Resources and Interactive Access Billing Systems ("IABS") projects.

11 4. In addition to working full-time at Qwest, I also earned a Juris Doctor degree from the  
12 University of Denver College of Law and passed the Colorado Bar Examination in October  
13 2001. Prior to attending law school, I received a Master of Business Administration in  
14 Management Information Systems from the University of Colorado College of Business and  
15 Administration in 1985 and a Bachelor of Arts degree from the University of Colorado in 1983.

16 5. The purpose of this affidavit is to respond to the purported "undisputed facts" set forth in  
17 Eschelon's Motion for Summary Judgment. Many of Eschelon's allegations are completely  
18 erroneous.

19 **II. QWEST PROVIDES IDENTICAL PROCESSES AND PROCEDURES FOR**  
20 **EXPEDITING ORDERS FOR RETAIL CUSTOMERS AND WHOLESALE**  
21 **CUSTOMERS (LIKE ESCHELON).**

22  
23 6. Eschelon argues that Qwest expedites orders for its retail customers in emergency  
24 circumstances at no charge, but does not expedite orders for CLECs under similar circumstances.  
25 This allegation is simply inaccurate.

1 7. Qwest's processes for ordering/provisioning/repairing "non-design services" differs from  
2 Qwest's processes for ordering/provisioning/repairing "design services." This is a well known  
3 fact.

4 a. A non-designed service, also known as POTS ("Plain Old Telephone Service") is  
5 a very basic telephone service. Inventory for a non-designed service is  
6 provisioned out of Qwest's Loop Facility Assignment and Control System  
7 ("LFACS") database. A non-designed service is identified by a 13-digit code that  
8 is a combination of a 3-digit customer code and a 10-digit telephone number.

9 b. A designed service is a more complex service. Inventory for a designed service is  
10 provisioned out of both LFACS and the Trunk Inventory Record Keeping System  
11 ("TIRKS"). A designed service is identified by a circuit id. Provisioning  
12 intervals for designed services are generally longer than for non-designed  
13 services, as provisioning of designed services is more complex.

14 8. Eschelon argues that "unbundled loops" generally should be treated as non-design  
15 services.<sup>1</sup> However, every single court/commission – including the Arizona Corporation  
16 Commission – have determined otherwise. In the Arizona Section 271 docket, the parties  
17 negotiated, and the Commission approved, Performance Indicator Definitions (PIDs), which are  
18 nothing but performance measures to determine how quickly Qwest must provision/repair certain  
19 services. *See Exhibit 1.* These performance measures consistently and routinely differentiate  
20 between design and non-design services.

21 a. For example, OP-3 is the measure that determines the percentage of orders that  
22 Qwest must complete on time – "Commitments Met." For resale and UNE-P

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<sup>1</sup> It is interesting that Eschelon argues that 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's services. Motion at 3, n. 2. However, Eschelon's entire motion is then premised upon unbundled loops being equivalent to POTS services.

1 (now available commercially as QPP), Qwest must provide parity with Qwest's  
2 retail POTS lines. The same is true for OP-4 – the standard installation interval.

3 b. However, unbundled loops are treated very differently. For unbundled analog  
4 loops – DS0 loops – there is a “benchmark” used rather than retail parity because  
5 there is no retail comparable for the provisioning of unbundled DS0 loops. Thus,  
6 this Commission has already determined that unbundled loops are not comparable  
7 to the provision of retail POTS service. Many other Commissions, including the  
8 FCC agree with this position. *See, e.g., In re BellSouth Corp.*, 13 FCC Rcd  
9 20599, 20717 ¶198 (FCC Oct. 13, 1998) (“the provisioning of unbundled local  
10 loops has no retail analogue”); *Id.* at ¶87 n.248 (ordering and provisioning of  
11 UNEs generally has no retail analogue); *In re Deployment of Wireline Services  
12 Offering Advanced Telecommunications Capability and Implementation of the  
13 Local Competition Provisions of the Telecommunications Act of 1996*, 14 FCC  
14 Rcd 20912, 20962 n.248 (FCC Dec. 9, 1999);<sup>2</sup> *21st Century Telecom of Illinois,  
15 Inc. v. Illinois Bell Telephone Company*, 2000 Ill. PUC LEXIS 489 \*74-75 (Ill.  
16 PUC June 15, 2000) (work required to provision an unbundled loop is  
17 substantially more extensive than work required to do ‘line translation’ to  
18 provision a retail POTS line).

19 c. Similarly, the Commission does not compare high capacity loops –DS1 and DS3  
20 loops – provisions to CLECs with retail POTS service. Indeed, here, the  
21 Commission found a retail analog; specifically DS1 and DS3 private lines. Thus,  
22 the Arizona Commission found that Qwest must provide retail parity with private

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<sup>2</sup> “Historically, the Commission has held that most UNEs do not have a retail analog. xDSL may be different, however, in that the incumbent LEC is newly provisioning xDSL to its own customer, which permits a more direct comparison to the provisioning of a new UNE.” *In re Deployment*, at n.248.

1 lines. This is exactly what Qwest is doing. Eschelon argues that the comparable  
2 should be retail POTS because Eschelon uses the lines to provide a number of  
3 DS0 circuits. Eschelon misses the point for many reasons: (1) this argument has  
4 already been rejected; (2) Qwest often uses these circuits to do the exact same  
5 thing; (3) it takes more effort to provision a private line than it does a POTS  
6 circuit.

7 Thus, the provisioning performance measures negotiated with the entire industry and adopted by  
8 the Commission differentiate between unbundled loops (a design service) and POTS types  
9 services (non-design services). Numerous decisions recognize that satisfying these performance  
10 standards, by definition provide CLECs a meaningful opportunity to compete. *See e.g., In re*  
11 *Application by Bell Atlantic New York for Authorization Under Section 271 of the*  
12 *Communications Act To Provide In-Region, InterLATA Service in the State of New York*, 15 FCC  
13 Rcd 3953 ¶8 (Rel. Dec. 22, 1999); *In re Application by SBC Communications Inc., et al.,*  
14 *Pursuant to Section 271 of the Telecommunications Act of 1996 To Provide In-Region,*  
15 *InterLATA Services In Texas*, 15 FCC Rcd 18354, 18361-18362 ¶13 n.33 (FCC Rel. June 30,  
16 2000); *In re Application by Verizon New England Inc. et al., for Authorization to Provide In-*  
17 *Region, InterLATA Services In Maine*, 17 FCC Rcd 11659 ¶7 (FCC Rel. June 19, 2002). *Re U. S.*  
18 *WEST Communications, Inc.*, 2002 WL 1378630, ¶7 (Ariz. Corp. Comm. May 21, 2002). Here,  
19 Eschelon is asking for service that is superior to what the FCC and this Commission has already  
20 determined give them a meaningful opportunity to compete.

21 9. Similarly, Qwest's method for expediting orders for design services and non-design  
22 services differs. Qwest consistently uses one process – for Qwest and CLECs alike – on non-  
23 design, POTS type services. Qwest consistently uses a different process – for Qwest and CLECs

1 alike – on design services. Far from discrimination, Qwest is doing exactly what Eschelon  
2 requests – providing “expedites on the same terms and conditions as Qwest provides to itself in  
3 serving its retail customers.” Motion at 20.

4 10. Indeed, Eschelon is actually able to get high capacity loops from Qwest at rates, terms  
5 and conditions that are superior to what Qwest provides to itself. Qwest’s standard provisioning  
6 interval for DS1 and DS3 private lines is 9 days. In stark contrast, CLECs – including Eschelon  
7 can obtain a DS1 Capable loop in 5 days, and a DS3 capable loop in 7 days. *See Exhibit 2.*  
8 Thus, if a wholesale customer orders a DS1 capable loop from Eschelon and wants the line  
9 delivered in one day, the order will have to be expedited 5 days, and it would cost the customer  
10 \$1000 (\$200 per day for 5 days). However, if the same customer comes to Qwest and orders a  
11 DS1 private line and wants the line delivered in one day, the order will have to be expedited 9  
12 days, and it would cost the customer \$1800 (\$200 per day for 9 days). Thus, Eschelon is actually  
13 getting superior rates and conditions.<sup>3</sup>

14 **III. QWEST’S PROCESS FOR EXPEDITING ORDERS FOR UNBUNDLED LOOPS**  
15 **CREATED IN CHANGE MANAGEMENT IS CONSISTENT WITH THE TERMS OF**  
16 **ESCHELON’S PRESENT INTERCONNECTION AGREEMENT.**  
17

18 11. The Qwest-Eschelon ICA is the original ICA negotiated (in part) and arbitrated (in part)  
19 by Qwest (then U S WEST) and AT&T following passage of the Act. Eschelon opted into the  
20 AT&T ICA, which the Commission approved on April 28, 2000.

21 12. The ICA states that Qwest and AT&T “shall mutually develop expedite procedures to be  
22 followed” when AT&T “determines an expedite is required to meet subscriber service needs.”  
23 ICA at Att. 5, §3.2.2.12 (emphasis added). Qwest and the industry (including AT&T) developed  
24 methods to expedite orders for various services, including unbundled loops in the Commission

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<sup>3</sup> Eschelon admits this fact. In its Motion at page 6, Eschelon admits that it was charged \$1800 to expedite a retail circuit.

1 approved Change Management Process (CMP). As discussed by Jill Martain, the expedite  
2 process was modified on numerous occasions in CMP without any objection by Eschelon.  
3 Thus, the process for expediting orders for services, including unbundled loops, is the process  
4 developed in CMP.

5 13. The AT&T ICA also states that Qwest "shall provide" CLEC with the capability to  
6 request an expedited due date on a service order. ICA at Att. 5, §3.2.2.13. Qwest did provide  
7 Eschelon with the capability to request expedite orders for unbundled loops; however, Eschelon  
8 made a conscious decision that it would not opt into the process developed in the Commission  
9 approved CMP. Moreover:

- 10 a. The ICA makes plain that Qwest does not need to expedite service orders simply  
11 because Eschelon requests an expedite. The ICA states that "[w]ithin two (2)  
12 business hours after a request from [Eschelon] for an expedited order, [Qwest]  
13 shall notify" Eschelon whether it will complete the order on an expedited interval.  
14 ICA at Att. 5, §3.2.2.13. Here, Qwest immediately informed Eschelon that it  
15 would not expedite the order thereby fulfilling its contractual obligations.
- 16 b. Other provisions of the ICA amplify that Qwest is not obligated to expedite  
17 orders. Specifically, the ICA states that if Eschelon submits an order that requests  
18 an expedited due date, "and [Qwest] agrees to" the new due date, then that  
19 expedited date is the new due date. ICA at Att. 5, §3.2.4.3.1. Here, the order  
20 submitted by Eschelon did not request an expedited due date. The LSR failed to  
21 check the box identifying the order as one requesting an expedited due date.
- 22 c. The ICA also gives Eschelon the right to request an expedited due date after  
23 submission of the order; again, the expedited date is not applicable unless Qwest

1 “agrees to meet that new/revised due date....” ICA at Att. 5, §3.2.4.4. Here,  
2 Qwest immediately informed Eschelon that it would not expedite the order  
3 thereby fulfilling its contractual obligations.

4 d. The ICA also indicates in three separate places that if an early due date is  
5 requested, expedite charges may apply. ICA at Att. 5, §§3.2.4.2.1, 3.2.4.3.1 and  
6 3.2.4.4.

7 14. The expedite process created in the Commission approved Change Management Process  
8 would have required Qwest to expedite an order for an unbundled loop simply because Eschelon  
9 requested an expedited due date. Despite this added benefit, Eschelon refused to opt into the  
10 process because it wants to obtain expedites for free.

11 15. Moreover, the AT&T ICA also reads: “[Qwest] shall conduct all activities and interfaces  
12 which are provided for under this Agreement with CLEC’s Customers in a carrier-neutral,  
13 nondiscriminatory manner.” ICA at §31.1. However, Eschelon wants the Commission to approve  
14 a process that will provide it with a competitive advantage over other carriers. This would be in  
15 direct violation of this provision.<sup>4</sup>

16 FURTHER AFFIANT SAYETH NOT.

17  
18  
19 

20 Renée Albersheim

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<sup>4</sup> Throughout its Motion, Eschelon recognizes the principle that Qwest must treat all CLECs in a non-discriminatory manner, but then advocates for superior treatment anyway. See Motion 8 (cite to A.R.S. § 40-203); id. at 8-9 (citation to the very ICA language cited above); id. at 19, n. 52 (“terms and conditions . . . shall be offered equally to all requesting telecommunications carriers.”).

1 | SUBSCRIBED AND SWORN TO by Renée Albersheim before me on this 16<sup>th</sup> day

2 | of August, 2006.

3 | My commission expires: 4-13-2010.

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Jean M. Tourner  
Notary Public

# **EXHIBIT RA-1**

EXHIBIT RA-1



**Service Performance Indicator Definitions (PID)**

**14-State 271 PID Version 8.1**

# **QWEST'S SERVICE PERFORMANCE INDICATOR DEFINITIONS (PID)**

## **14-State 271 PID Version 8.1**

### **Introduction**

Qwest will report performance results for the service performance indicators defined herein. Qwest will report separate performance results associated with the services it provides to Competitive Local Exchange Carriers (CLECs) in aggregate (except as noted herein), to CLECs individually and, as applicable, to Qwest's retail customers in aggregate. Within these categories, performance results related to service provisioning and repair will be reported for the products listed in each definition. Reports for CLECs individually will be subject to agreements of confidentiality and/or nondisclosure.

The definitions in this version of the PID apply in the 14 states of Qwest's local service region: Arizona, Colorado, Idaho, Iowa, Minnesota, Montana, Nebraska, New Mexico, North Dakota, Oregon, South Dakota, Utah, Washington and Wyoming. Individual state Performance Assurance Plans may specify and apply state specific variations from the Performance Measure definitions and/or standards contained herein.

## Qwest's Service Performance Indicator Definitions

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## OP-3 – Installation Commitments Met

<p><b>Purpose:</b> Evaluates the extent to which Qwest installs services for Customers by the scheduled due date.</p>	
<p><b>Description:</b> Measures the percentage of orders for which the scheduled due date is met.</p> <ul style="list-style-type: none"> <li>• All inward orders (Change, New, and Transfer order types) assigned a due date by Qwest and which are completed/closed during the reporting period are measured, subject to exclusions specified below. Change order types included in this measurement consist of all C orders representing <u>inward activity</u>. Also included are orders with customer-requested due dates longer than the standard interval.</li> <li>• Completion date on or before the Applicable Due Date recorded by Qwest is counted as a met due date. The Applicable Due Date is the original due date or, if changed or delayed by the customer, the most recently revised due date, subject to the following: If Qwest changes a due date for Qwest reasons, the Applicable Due Date is the customer-initiated due date, if any, that is (a) subsequent to the original due date and (b) prior to a Qwest-initiated, changed due date, if any.</li> </ul>	
<p><b>Reporting Period:</b> One month</p>	<p><b>Unit of Measure:</b> Percent</p>
<p><b>Reporting Comparisons:</b> CLEC aggregate, individual CLEC and Qwest Retail results</p>	<p><b>Disaggregation Reporting:</b> Statewide level.</p> <ul style="list-style-type: none"> <li>• Results for product/services listed in Product Reporting under “<u>MSA-Type Disaggregation</u>” will be reported according to orders involving: <ul style="list-style-type: none"> <li>OP-3A Dispatches within MSAs;</li> <li>OP-3B Dispatches outside MSAs; and</li> <li>OP-3C No dispatches.</li> </ul> </li> <li>• Results for products/services listed in Product Reporting under “<u>Zone-type Disaggregation</u>” will be disaggregated according to installations: <ul style="list-style-type: none"> <li>OP-3D In <u>Interval Zone 1</u> areas; and</li> <li>OP-3E In <u>Interval Zone 2</u> areas.</li> </ul> </li> </ul>
<p><b>Formula:</b>  <math display="block">\left[ \frac{\text{Total Orders completed in the reporting period on or before the Applicable Due Date}}{\text{Total Orders Completed in the Reporting Period}} \right] \times 100</math></p>	
<p><b>Exclusions:</b></p> <ul style="list-style-type: none"> <li>• Disconnect, From (another form of disconnect) and Record order types.</li> <li>• Due dates missed for standard categories of customer and non-Qwest reasons. Standard categories of customer reasons are: previous service at the location did not have a customer-requested disconnect order issued, no access to customer premises, and customer hold for payment. Standard categories of non-Qwest reasons are: Weather, Disaster, and Work Stoppage.</li> <li>• Records involving official company services.</li> <li>• Records with invalid due dates or <u>application dates</u>.</li> <li>• Records with invalid completion dates.</li> <li>• Records with invalid product codes.</li> <li>• Records missing data essential to the calculation of the measurement per the PID.</li> </ul>	

### OP – 3 Installation Commitments Met (continued)

Product Reporting:	Standards:
<b>MSA-Type Disaggregation -</b>	
• Resale	
Residential single line service	Parity with retail service
Business single line service	Parity with retail service
Centrex	Parity with retail service
Centrex 21	Parity with retail service
DS0 (non-designed provisioning)	Parity with retail service
PBX Trunks (non-designed provisioning)	Parity with retail service
Primary ISDN (non-designed provisioning)	Parity with retail service
Basic ISDN (non-designed provisioning)	Parity with retail service
Qwest DSL (non-designed provisioning)	Parity with retail service
• Unbundled Network Element – Platform (UNE-P) (POTS)	Parity with like retail service
• Unbundled Network Element – Platform (UNE-P) (Centrex 21 )	Parity with retail Centrex 21
• Unbundled Network Element – Platform (UNE-P) (Centrex )	Parity with retail Centrex
• Line Splitting	95%
• Loop Splitting <sup>NOTE 1</sup>	Diagnostic
• Line Sharing	95%
• Sub-Loop Unbundling	<b>CO: 90%</b> <b>All Other States: Diagnostic</b>
<b>Zone-Type Disaggregation -</b>	
• Resale	
Primary ISDN (designed provisioning)	Parity with retail service
Basic ISDN (designed provisioning)	Parity with retail service
DS0 (designed provisioning)	Parity with retail service
DS1	Parity with retail service
PBX Trunks (designed provisioning)	Parity with retail service
Qwest DSL (designed provisioning)	Parity with retail service
DS3 and higher bit-rate services (aggregate)	Parity with retail service
Frame Relay	Parity with retail service
• LIS Trunks	Parity with Feature Group D (aggregate)
• Unbundled Dedicated Interoffice Transport (UDIT)	
UDIT – DS1 level	Parity with retail DS1 Private Line
UDIT – Above DS1 level	Parity with retail Private Lines above DS1 level
Dark Fiber – IOF	Diagnostic
• Unbundled Loops:	
Analog Loop	90%
Non-loaded Loop (2-wire)	90%
Non-loaded Loop (4-wire)	Parity with retail DS1 Private Line
DS1-capable Loop	Parity with retail DS1 Private Line
xDSL-I capable Loop	90%
ISDN-capable Loop	Parity with retail ISDN BRI
ADSL-qualified Loop	90%
Loop types of DS3 and higher bit-rates (aggregate)	Parity with retail DS3 and higher bit-rate Private Line services (aggregate)
Dark Fiber – Loop	Diagnostic
Loops with Conditioning	90%
• E911/911 Trunks	Parity with retail E911/911 Trunks

**OP – 3 Installation Commitments Met (continued)**

<ul style="list-style-type: none"> <li>Enhanced Extended Loops (EELs) – (DS0 level)</li> </ul>	<b>WA:</b> 90%
<ul style="list-style-type: none"> <li>Enhanced Extended Loops (EELs) – (DS1 level)</li> </ul>	<b>All Other States:</b> Diagnostic 90%
<ul style="list-style-type: none"> <li>Enhanced Extended Loops (EELs) – (DS3 level)</li> </ul>	<b>WA:</b> 90%
<b>Availability:</b> Available	<b>Notes:</b> 1. Reporting will begin at the time CLECs order the product, in any quantity, for three consecutive months.

## OP-4 – Installation Interval

<p><b>Purpose:</b> Evaluates the timeliness of Qwest's installation of services for customers, focusing on the average time to install service.</p>	
<p><b>Description:</b> Measures the average interval (in <u>business days</u>)<sup>NOTE 1</sup> between the <u>application date</u> and the completion date for service orders accepted and implemented.</p> <ul style="list-style-type: none"> <li>• Includes all inward orders (Change, New, and Transfer order types) assigned a due date by Qwest and which are completed/closed during the reporting period, subject to exclusions specified below. Change order types for additional lines consist of all C orders representing <u>inward activity</u>.</li> <li>• Intervals for each measured event are counted in whole days: the application date is day zero (0); the day following the application date is day one (1).</li> <li>• The Applicable Due Date is the original due date or, if changed or delayed by the customer, the most recently revised due date, subject to the following: If Qwest changes a due date for Qwest reasons, the Applicable Due Date is the customer-initiated due date, if any, that is (a) subsequent to the original due date and (b) prior to a Qwest-initiated, changed due date, if any.<sup>NOTE 2</sup></li> <li>• Time intervals associated with customer-initiated due date changes or delays occurring after the Applicable Due Date, as applied in the formula below, are calculated by subtracting the latest Qwest-initiated due date, if any, following the Applicable Due Date, from the subsequent customer-initiated due date, if any.<sup>NOTE 2</sup></li> </ul>	
<p><b>Reporting Period:</b> One month</p>	<p><b>Unit of Measure:</b> Average Business Days</p>
<p><b>Reporting Comparisons:</b> CLEC aggregate, individual CLEC and Qwest Retail results</p>	<p><b>Disaggregation Reporting:</b> Statewide level.</p> <ul style="list-style-type: none"> <li>• Results for product/services listed in Product Reporting under "<u>MSA-Type Disaggregation</u>" will be reported according to orders involving: <ul style="list-style-type: none"> <li>OP-4A Dispatches within MSAs;</li> <li>OP-4B Dispatches outside MSAs; and</li> <li>OP-4C No dispatches.</li> </ul> </li> <li>• Results for products/services listed in Product Reporting under "<u>Zone-type Disaggregation</u>" will be disaggregated according to installations: <ul style="list-style-type: none"> <li>OP-4D In <u>Interval Zone 1</u> areas; and</li> <li>OP-4E In <u>Interval Zone 2</u> areas.</li> </ul> </li> </ul>
<p><b>Formula:</b>  <math display="block">\frac{\Sigma[(\text{Order Completion Date}) - (\text{Order Application Date}) - (\text{Time interval between the Original Due Date and the Applicable Date}) - (\text{Time intervals associated with customer-initiated due date changes or delays occurring after the Applicable Due Date})]}{\text{Total Number of Orders Completed in the reporting period}}</math> </p>	
<p><b>Explanation:</b> The average installation interval is derived by dividing the sum of installation intervals for all orders (in business days)<sup>NOTE 1</sup> by total number of service orders completed in the reporting period.</p>	
<p><b>Exclusions:</b></p> <ul style="list-style-type: none"> <li>• Orders with customer requested due dates greater than the current standard interval.</li> <li>• Disconnect, From (another form of disconnect) and Record order types.</li> <li>• Records involving official company services.</li> <li>• Records with invalid due dates or application dates.</li> <li>• Records with invalid completion dates.</li> <li>• Records with invalid product codes.</li> <li>• Records missing data essential to the calculation of the measurement per the PID.</li> </ul>	

## OP-4 – Installation Interval (continued)

Product Reporting:	Standards:
<b>MSA-Type Disaggregation -</b>	
• Resale	
Residential single line service	Parity with retail service
Business single line service	Parity with retail service
Centrex	Parity with retail service
Centrex 21	Parity with retail service
DS0 (non-designed provisioning)	Parity with retail service
PBX Trunks (non-designed provisioning)	Parity with retail service
Primary ISDN (non-designed provisioning)	Parity with retail service
Basic ISDN (non-designed provisioning)	Parity with retail service
Qwest DSL (non-designed provisioning)	Parity with retail service
• Unbundled Network Element – Platform (UNE-P) (POTS)	Parity with like retail service
• Unbundled Network Element – Platform (UNE-P) (Centrex 21 )	Parity with retail Centrex 21
• Unbundled Network Element – Platform (UNE-P) (Centrex)	Parity with retail Centrex
• Line Splitting	3.3 days
• Loop Splitting <sup>NOTE 3</sup>	Diagnostic
• Line Sharing	3.3 days
• Sub-Loop Unbundling	CO: 6 days
	<b>All Other States: Diagnostic</b>
<b>Zone-Type Disaggregation -</b>	
• Resale	
Primary ISDN (designed provisioning)	Parity with retail service
Basic ISDN(designed provisioning)	Parity with retail service
DS0 (designed provisioning)	Parity with retail service
DS1	Parity with retail service
PBX Trunks (designed provisioning)	Parity with retail service
Qwest DSL (designed provisioning)	Parity with retail service
DS3 and higher bit-rate services (aggregate)	Parity with retail service
Frame Relay	Parity with retail service
• LIS Trunks	Parity with Feature Group D (aggregate)
• Unbundled Dedicated Interoffice Transport (UDIT)	
UDIT – DS1 level	Parity with DS1 Private Line Service
UDIT – Above DS1 level	Parity with Private Lines above DS1 level
Dark Fiber – IOF	Diagnostic
• Unbundled Loops:	
Analog Loop	6 days
Non-loaded Loop (2-wire)	6 days
Non-loaded Loop (4-wire)	Parity with retail DS1 Private Line
DS1-capable Loop	<b>Idaho, Iowa, Montana, Nebraska, North Dakota, Oregon, Wyoming:</b> Parity with retail DS1 Private Line  <b>Arizona, Colorado, Minnesota, New Mexico, South Dakota, Utah, Washington:</b> 5.5 days
xDSL-I capable Loop	6 days
ISDN-capable Loop	Parity with retail ISDN BRI
ADSL-qualified Loop	6 days
Loop types of DS3 and higher bit-rates (aggregate)	Parity with retail DS3 and higher bit-rate services (aggregate)

**OP-4 – Installation Interval (continued)**

Dark Fiber – Loop	Diagnostic
Loops with Conditioning	15 days
• E911/911 Trunks	Parity with retail E911/911 Trunks
• Enhanced Extended Loops (EELs) – (DS0 level)	Diagnostic
• Enhanced Extended Loops (EELs) – (DS1 level)	6 days
• Enhanced Extended Loops (EELs) – (DS3 level)	Diagnostic
<b>Availability:</b> Available	<b>Notes:</b> <ol style="list-style-type: none"> <li>1. For OP-4C, Saturday is counted as a business day for all orders for Resale Residence, Resale Business, and UNE-P (POTS), as well as for the retail analogues specified above as standards. For all other products under OP-4C and for all products under OP-4A, -4B, -4D, and -4E. Saturday is counted as a business day when the service order is due or completed on Saturday.</li> <li>2. According to this definition, the Applicable Due Date can change, per successive customer-initiated due date changes or delays, up to the point when a Qwest-initiated due date change occurs. At that point, the Applicable Due Date becomes fixed (i.e., with no further changes) as the date on which it was set prior to the first Qwest-initiated due date change, if any. Following the first Qwest-initiated due date change, any further customer-initiated due date changes or delays are measured as time intervals that are subtracted as indicated in the formula. These delay time intervals are calculated as stated in the description. (Though infrequent, in cases where multiple Qwest-initiated due date changes occur, the stated method for calculating delay intervals is applied to each pair of Qwest-initiated due date change and subsequent customer-initiated due date change or delay. The intervals thus calculated from each pairing of Qwest and customer-initiated due dates are summed and then subtracted as indicated in the formula.) The result of this approach is that Qwest-initiated impacts on intervals are counted in the reported interval, and customer-initiated impacts on intervals are not counted in the reported interval.</li> <li>3. Reporting will begin at the time CLECs order the product, in any quantity, for three consecutive months.</li> </ol>

# **EXHIBIT RA-2**

**EXHIBIT C**  
**SERVICE INTERVAL TABLES**

**1.0 Unbundled Loops, Line Sharing and Line Splitting Service Interval Table:**

- (a) Established Service Intervals 2/4 Wire Analog (Voice Grade), 2-Wire Analog Distribution Loop:

a)	1-8 lines	5 Business days
b)	9-16 lines	6 Business days
c)	17-24 lines	7 Business days
d)	25 or more	ICB

- (b) Established Service Intervals for 2/4 Wire Non-Loaded Loops, Basic Rate ISDN Capable Loops, and ADSL Compatible Loops that do not require conditioning:

a)	1-8 lines	5 Business days
b)	9-16 lines	6 Business days
c)	17-24 lines	7 Business days
d)	25 or more	ICB

- (c) Established Service Intervals for xDSL-I/ BRI ISDN Capable Loops that do not require conditioning:

a)	1-8 lines	5 Business days
b)	9-16 lines	6 Business days
c)	17-24 lines	7 Business days

- (d) Established Service Intervals for existing DS-1 Capable Loops, DS1 Capable Feeder Loop:

a)	1 - 8 lines	5 Business days
b)	9 - 16	7 Business days
c)	17 - 24 lines	9 Business days
d)	25 or more	ICB

- (e) Established Service Intervals for existing DS3 Capable Loops:

a)	1-3 lines	7 Business days
b)	4 or more	ICB

- (f) Established Service Intervals for Line Sharing and Line Splitting that do not require conditioning:

a)	1-24 lines	3 Business days
d)	25 or More	ICB

**EXHIBIT C  
SERVICE INTERVAL TABLES**

- (g) Conditioned Loops for 2/4 Wire Non-Loaded Loops, ADSL Compatible, Basic Rate ISDN Capable, xDSL-I Capable Loops, Line Sharing and Line Splitting:

a)	1-8 lines	15 Business days
b)	9 or more	ICB

- (h) Established Repair Intervals for Basic 2-wire Analog Loops, Line Sharing, Line Splitting, and Shared Distribution Loop:

24 Hours OSS
48 Hours AS

- (i) Established Repair Intervals for 4-wire Analog Loops, 2/4 Wire Non-Loaded Loops, Basic Rate ISDN Capable Loops, and ADSL Compatible Loops, xDSL-I Capable Loops, DS1 Capable Loops, DS3 Capable Loops, and Ocn Capable Loops:

4 Hours
---------

- (j) Quick Loop

a)	1 to 8 Lines	Three (3) Business Days
b)	9 to 16 Lines	Three (3) Business Days
c)	17 to 24 Lines	Three (3) Business Days
d)	25 or more Lines	ICB

- (k) OCn Loop

1 or more Lines	ICB
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- (l) Shared Distribution Loop

1 or more Lines	Five (5) Business Days
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**EXHIBIT C  
SERVICE INTERVAL TABLES**

**2.0 Unbundled Dedicated Interoffice Transport (UDIT) Service Interval Table:**

<b>Product</b>	<b>Services Ordered</b>	<b>Installation Commitments</b>	<b>Repair Commitments</b>
<b>UDIT (Qwest Wire Center to Qwest Wire Center), UCCRE</b>			
<b>DS0</b>	1 to 8	High Density: Five (5) Business Days	4 hrs. High Density
		Low Density: Six (6) Business Days	4 hrs. Low Density
	9 to 16	High Density: Six (6) Business Days	4 hrs. High Density
		Low Density: Seven (7) Business Days	4 hrs. Low Density
	17 to 24	High Density: Seven (7) Business Days	4 hrs. High Density
Low Density: Eight (8) Business Days		4 hrs. Low Density	
25 or more	ICB	ICB	
<b>DS1</b>	1 to 8	High Density: Five (5) Business Days	4 hrs High Density
		Low Density: Eight (8) Business Days	4 hrs Low Density
	9 to 16	High Density: Six (6) Business Days	4 hrs High Density
		Low Density: Nine (9) Business Days	4 hrs Low Density
	17 to 24	High Density: Seven (7) Business Days	4 hrs High Density
Low Density: Ten (10) Business Days		4 hrs Low Density	
25 or more	ICB	4 hrs	
<b>DS3</b>	1 to 3 Circuits	High Density: Seven (7) Business Days	4 hrs High Density
		Low Density: Nine (9) Business Days	4 hrs Low Density
	4 or more Circuits	ICB	4 hrs
<b>OC3 and Higher</b>	1 or more Circuits	ICB	4 hrs
<b>UDIT (Termination at CLEC Wire Center or IXC POP) Facility</b>	All	UDIT Interval + 3 days	4 hrs
Remote Node (must already be installed)/Remote Port	Any	ICB	ICB

**EXHIBIT C  
SERVICE INTERVAL TABLES**

**3.0 Unbundled Local Switching Service Interval Table:**

<b>Product</b>	<b>Services Ordered</b>	<b>Installation Commitments</b>	<b>Repair Commitments</b>
<b>Unbundled Switching</b>			
<b>Unbundled Switching – Line Side Analog</b> With Line Class Code (LCC) already supported in requested switch.	1 to 8	High Density: Five (5) Business Days  Low Density: Six (6) Business Days	24 hrs. High Density  24 hrs. Low Density
	9 to 16	High Density: Six (6) Business Days  Low Density: Seven (7) Business Days	24 hrs. High Density  24 hrs. Low Density
	17 to 24	High Density: Seven (7) Business Days  Low Density: Eight (8) Business Days	24 hrs. High Density  24 hrs. Low Density
	25 or more	ICB	24 hrs.
	<b>Unbundled Switching – Line Side Analog – Existing</b> – Vertical Feature(s) (Features change without inward line activity and not impacting the design of the circuit.)	1 to 19	Two (2) Business Days
	20 to 39	Four (4) Business Days	24 hrs. OOS 48 hrs. AS
	40 or more	ICB	24 hrs. OOS 48 hrs. AS
<b>Unbundled Switching – Line Side Analog</b> New Line Class Code (LCC) ordered through customized routing		ICB	24 hrs.
<b>Unbundled Switching – BRI-ISDN Line-side Port.</b> With a U S WEST standard configuration and Line Class Code (LCC) already supported in the requested switch	1 to 3 Lines	High Density: Seven (7) Business Days  Low Density: ICB	24 hrs. High Density  24 hrs. Low Density
	4 or more	ICB	24 hrs.
	<b>Unbundled Switching – BRI-ISDN Line-side Port.</b> With non-standard configuration and Line Class Code (LCC) already supported in the requested switch	1 to 3 Lines	High Density: Seventeen (17) Business Days (includes 10 days for complex translations.)  Low Density: ICB
	4 or more	ICB	24 hrs.
<b>Unbundled Switching – BRI-ISDN Line-side Port.</b> Non supported Line Class Code (LCC) ordered through Customized Routing		ICB	24 hrs.

**EXHIBIT C  
SERVICE INTERVAL TABLES**

<b>Unbundled Switching – DS1 Trunk Port</b>	1 to 8 Ports	High Density: Five (5) Business Days	24 hrs. High Density
		Low Density: Six (6) Business Days	24 hrs. Low Density
	9 to 16 Ports	High Density: Six (6) Business Days	24 hrs. High Density
		Low Density: Seven (7) Business Days	24 hrs. Low Density
	17 to 24 Ports	High Density: Seven (7) Business Days	24 hrs. High Density
	Low Density: Eight (8) Business Days	24 hrs. Low Density	
	25 or more Ports	ICB	24 hrs.
<b>Unbundled Switching – Message Trunk Groups</b> <ul style="list-style-type: none"> <li>• Translation questionnaire required</li> <li>• Routing to trunks is ordered separately as Customized Routing</li> <li>• DS1 trunk port &amp; UDIT in place.</li> </ul>	<b>High Density</b>	Seven (7) Business Days	24 hrs.
	1 to 24		
	25 to 48	Eight (8) Business Days	24 hrs.
	49 to 72	Ten (10) Business Days	24 hrs.
	73 to 96	Twelve (12) Business Days	24 hrs.
	97 to 120	Fourteen (14) Business Days	24 hrs.
	121 to 144	Fifteen (15) Business Days	24 hrs.
	145 to 168	Sixteen (16) Business Days	24 hrs.
	169 to 240	Eighteen (18) Business Days	24 hrs.
	241 or more	ICB	24 hrs.
	<b>Low Density</b>	Eighteen (18) Business Days	24 hrs.
	1 to 24		
	25 to 72	Nineteen (19) Business Days	24 hrs.
	73 to 120	Twenty (20) Business Days	24 hrs.
	121 or more	ICB	24 hrs.
<b>Unbundled Switching – Two Way and DID Equivalent Group</b> (add/change/increase) DS1 trunk port in place	1 to 8 Trunks	High Density: Five (5) Business Days	24 hrs. High Density
		Low Density: Six (6) Business Days	24 hrs. Low Density
	9 to 16 Trunks	High Density: Six (6) Business Days	24 hrs. High Density
	Low Density: Seven (7) Business Days	24 hrs. Low Density	

**EXHIBIT C  
SERVICE INTERVAL TABLES**

<b>Unbundled Switching – PRI-ISDN Capable Trunk-Side</b> DS1 Trunk port in place	17 to 24 Trunks	High Density: Seven (7) Business Days	24 hrs. High Density
		Low Density: Eight (8) Business Days	24 hrs. Low Density
	25 or more Trunks	ICB	24 hrs.
	1 to 8	High Density: Five (5) Business Days	4 hrs. High Density
		Low Density: Six (6) Business Days	4 hrs. Low Density
	9 to 16	High Density: Six (6) Business Days	4 hrs. High Density
		Low Density: Seven (7) Business Days	4 hrs. Low Density
	17 to 24	High Density: Seven (7) Business Days	4 hrs. High Density
		Low Density: Eight (8) Business Days	4 hrs. Low Density
	25 or more	ICB	4 hrs.
<b>Unbundled Packet Switching</b>	<ul style="list-style-type: none"> <li>• Design changes – 8 Business days</li> <li>• Non-design changes – 5 Business days</li> <li>• Service changes – 5 Business days</li> </ul>	New service request – 10 Business days	24 hrs

**EXHIBIT C  
SERVICE INTERVAL TABLES**

**4.0 Unbundled Dark Fiber Interval Table:**

<b>Product</b>	<b>Activity/ Features</b>	<b>Services Ordered</b>	<b>FOC Guidelines</b>	<b>Installation Guidelines</b>	<b>Repair Guidelines</b>
<b>Dark Fiber</b>					
<b>Initial Records Inquiry (IRI) (simple &amp; complex)</b>			N/A	Ten (10) Business Days	N/A
<b>Field Verification And Quote Preparation (FVOP)</b>			N/A	Twenty (20) Business Days	N/A
<b>Provisioning (non- FVOP requests)</b>			N/A	Twenty (20) Business Days	
<b>OC3 and Higher</b>			N/A	ICB	

**EXHIBIT C  
SERVICE INTERVAL TABLES**

**5.0 Unbundled Network Elements Platform (UNE-P) Service Interval Table:**

<b>Product</b>	<b>Services Ordered</b>	<b>Installation Commitments</b>	<b>Repair Commitments</b>
<b>UNE-P POTS 'New'-Soft Dial Tone (SDT)</b> [Where available] <b>Facility Check indicates "AVAILABLE (SDT)" and DISPATCH "NO"</b>		Two (2) Business Days (regardless of the time of day the request is received)	24 hrs OOS 48 hrs AS
<b>UNE-P POTS 'New'-Residence</b> Flow Through, Fully Electronic (N, T Orders) <b>Facility Check indicates "AVAILABLE" and DISPATCH "NO"</b>	1 to 39 Lines	Three (3) Business Days	24 hrs OOS 48 hrs AS
	40 or more Lines	ICB	24 hrs OOS 48 hrs AS
<b>UNE-P POTS 'New'-Business</b> Flow Through, Fully Electronic (N, T Orders) <b>Facility Check indicates "AVAILABLE" and DISPATCH "NO"</b>	1 to 19 Lines	Three (3) Business Days	24 hrs OOS 48 hrs AS
	20-39 Lines	Four (4) Business Days or next available due date thereafter as indicated by Appointment Scheduler.	24 hrs OOS 48 hrs AS
	40 or more Lines	ICB	24 hrs OOS 48 hrs AS
<b>UNE-P POTS 'New'-Residence</b> Simple CO Features, or Number Changes without inward line activity, or Hunting changes without inward line activity	1 to 39 Lines	Three (3) Business Days	24 hrs OOS 48 hrs AS
	40 or more Lines	ICB	24 hrs OOS 48 hrs AS
<b>UNE-P POTS 'New'-Business</b> Simple CO Features, or Number Changes without inward line activity, or Hunting changes without inward line activity	1 to 19 Lines	Three (3) Business Days	24 hrs OOS 48 hrs AS
	20-39 Lines	Four (4) Business Days	24 hrs OOS 48 hrs AS
	40 or more Lines	ICB	24 hrs OOS 48 hrs AS
<b>UNE-P POTS 'New'-Suspend/Restore</b>	Customers with service placed on "vacation"	Next Business Day	24 hrs OOS 48 hrs AS
	Treatment for Non-payment issues	Same Business Day as payment receipt validated	24 hrs OOS 48 hrs AS
<b>UNE-P POTS 'New'-Residence</b> New Installs, Address Changes, Changes with inward line activity <b>Facility Check indicates "AVAILABLE DISP. REQ" and DISPATCH "YES"</b>	1 to 39 Lines	Next available due date as indicated by Appointment Scheduler <b>Note:</b> Appointment Scheduler minimum default interval is 3 (Three) Business Days.	24 hrs OOS 48 hrs AS
	40 or more Lines	ICB	24 hrs OOS 48 hrs AS

**EXHIBIT C  
SERVICE INTERVAL TABLES**

<b>UNE-P POTS 'New'-Business</b> New Installs, Address Changes, Changes with inward line activity <b>Facility Check indicates</b> <b>"AVAILABLE DISP. REQ" and</b> <b>DISPATCH "YES"</b>	1 to 19 Lines	Next available due date as indicated by Appointment Scheduler <b>Note:</b> Appointment Scheduler minimum default interval is 3 (Three) Business Days.	24 hrs OOS 48 hrs AS
	20-39 Lines	Four (4) Business Days or next available due date thereafter as indicated by Appointment Scheduler.	24 hrs OOS 48 hrs AS
	40 or more Lines	ICB	24 hrs OOS 48 hrs AS
<b>UNE-P POTS 'New'-</b> <ul style="list-style-type: none"> <li>▪ Directory Listings Changes (R Orders)</li> <li>▪ Voice Mail</li> </ul>	1-10 Listings	Two (2) Business Days	
	11 to 20 Listings	Five (5) Business Days	
	21-50 Listings	Ten (10) Business Days	
	51-100 Listings	Thirty (30) Business Days	
	Over 100 Listings	Sixty (60) Business Days	
	Add Voice Mail to POTS line	Three (3) Business Days	
<b>Conversions to UNE-P POTS-</b> POTS Residence to UNE-P - Conversion as Specified - Simple CO Features	1 to 39 Lines	Three (3) Business days	24 hrs OOS 48 hrs AS
	40 or more lines	ICB	24 hrs OOS 48 hrs AS
<b>Conversions to UNE-P POTS-</b> UNE-P to UNE-P POTS Residence - Conversion as Is	1 to 39 Lines	Same Business Day if received before 12:00 p.m., or, Next Business Day if received later than 12:00 p.m.	24 hrs OOS 48 hrs AS
	40 or more Lines	ICB	24 hrs OOS 48 hrs AS
<b>Conversions to UNE-P POTS-</b> POTS Business to UNE-P - Conversion As Specified - Simple CO Features	1 to 19 Lines	Three (3) Business days	24 hrs OOS 48 hrs AS
	20 to 39 Lines	Four (4) Business Days	24 hrs OOS 48 hrs AS
	40 or more Line	ICB	24 hrs OOS 48 hrs AS
<b>Conversions to UNE-P POTS-</b> UNE-P to UNE-P POTS Business - Conversion As Is	1 to 39 Lines	Same Business Day if received before 12:00 p.m., or, Next Business Day if received later than 12:00 p.m.	24 hrs OOS 48 hrs AS
	40 or more Lines	ICB	24 hrs OOS 48 hrs AS
<b>UNE-P Line Splitting –</b> UNE-P POTS to UNE-P POTS with Line Splitting - Conversion As Specified	1 to 40 lines or more	3 Business Days	24 hrs OOS 48 hrs AS

**EXHIBIT C  
SERVICE INTERVAL TABLES**

<b>UNE-P Line Splitting –</b> POTS Residence or POTS Business with Line Sharing to UNE-P POTS with Line Splitting - Conversion as Specified	1 to 40 lines or more	3 Business Days	24 hrs OOS 48 hrs AS
<b>UNE-P PBX 'New'-</b>	1 to 8 Trunks	Five (5) Business Days	4 hrs
	9 to 16 Trunks	Six (6) Business Days	4 hrs
	17 to 24 Trunks	Seven (7) Business Days	4 hrs
	25 or more Trunks	ICB	4 hrs
<b>Conversions to UNE-P PBX –</b> Conversion As Specified or Conversion As Is	1 to 8 Trunks	Five (5) Business Days	4 hrs
	9 to 16 Trunks	Six (6) Business Days	4 hrs
	17 to 24 Trunks	Seven (7) Business Days	4 hrs
	25 or more Trunks	ICB	4 hrs
<b>UNE-P DSS 'New'-</b> T1 Facility	1 to 3	Nine (9) Business Days	4 hrs
	4 or more	ICB	4 hrs
<b>UNE-P DSS 'New'-</b> Trunks	1 to 3 Lines	Twelve (12) Business Days	4 hrs
	4 to 6 Lines	Sixteen (16) Business Days	4 hrs
	7 to 9 Lines	Twenty (20) Business Days	4 hrs
	10 to 12 Lines	Twenty four (24) Business Days	4 hrs
	13 or more Lines	ICB	4 hrs
<b>Conversions to UNE-P DSS-</b> T1 Facility	1 to 3	Nine (9) Business Days	4 hrs
	4 or more	ICB	4 hrs
<b>Conversions to UNE-P DSS-</b> Trunks	4 to 6 Lines	Sixteen (16) Business Days	4 hrs
	7 to 9 Lines	Twenty (20) Business Days	4 hrs
	10 to 12 Lines	Twenty four (24) Business Days	4 hrs
	13 or more Lines	ICB	4 hrs
<b>UNE-P ISDN BRI 'New'-</b> New Installs, Address Changes, Change to add Loop (N2Q)	1 to 10 Lines	Thirteen (13) Business Days	24 hrs
	11 or more Lines	ICB	24 hrs
<b>UNE-P ISDN BRI 'New'-</b> Add or Change Feature(s), Add Primary Directory Number (PDN ) to established Loop (N2Q), Add Call Appearance	1 to 10 Lines	Three (3) Business Days	24 hrs
	11 or more Lines	ICB	24 hrs
<b>Conversion to UNE-P ISDN</b>	1 to 10 Lines	Three (3) Business Days	24 hrs

**EXHIBIT C  
SERVICE INTERVAL TABLES**

<b>BRI- Conversion As Is</b>	11 or more Lines	ICB	24 hrs
<b>Conversion to UNE-P ISDN BRI- Conversion As Specified</b>	1 to 10 Lines	Three (3) Business Days if a Loop is not involved (or) Thirteen (13) Business Days if a Loop is added or changed	24 hrs
	11 or more Lines	ICB	24 hrs
<b>UNE-P ISDN PRI 'New'- T1 Facility</b>	1 to 3	Nine (9) Business Days	4 hrs
	4 or more	ICB	4 hrs
<b>UNE-P ISDN PRI 'New'- Trunks</b>	1 to 3 Lines	Twelve (12) Business Days	4 hrs
	4 to 6 Lines	Sixteen (16) Business Days	4 hrs
	7 to 9 Lines	Twenty (20) Business Days	4 hrs
	10 to 12 Lines	Twenty four (24) Business Days	4 hrs
	13 or more Lines	ICB	4 hrs
<b>Conversion to UNE-P ISDN PRI- T1 Facility</b>	1 to 3	Nine (9) Business Days	4 hrs
	4 or more	ICB	4 hrs
<b>Conversion to UNE-P ISDN PRI- Trunks</b>	1 to 3 Lines	Twelve (12) Business Days	4 hrs
	4 to 6 Lines	Sixteen (16) Business Days	4 hrs
	7 to 9 Lines	Twenty (20) Business Days	4 hrs
	10 to 12 Lines	Twenty four (24) Business Days	4 hrs
	13 or more Lines	ICB	4 hrs
<b>UNE-P Centrex 21 - Non Designed- Conversions as Specified</b>	1 to 10 Lines	Five (5) Business Days	24 hrs OOS 48 hrs AS
	11 or more Lines	ICB	24 hrs OOS 48 hrs AS
<b>UNE-P Centrex 21 - Non Designed- New Installations</b>	1 to 10 Lines [Facility check indicates "Available Dispatch Required" and Dispatch "Yes".]	Five (5) Business Days or Next available due date thereafter as indicated by Appointment Scheduler.	24 hrs OOS 48 hrs AS
	11 or more Lines	ICB	24 hrs OOS 48 hrs AS
<b>UNE-P Centrex Plus / UNE-P Centron [Centron is MN only] Common Block Configuration Required - Establish Common Block</b>	1 to 10 Lines - No Optional Features	Twenty (20) Business Days	24 hrs OOS 48 hrs AS
	1 to 10 Lines - w/ Optional Features (i.e., ARS, DFIs, SMDR, UCD, etc.)	ICB	24 hrs OOS 48 hrs AS
	11-21 Lines - No Optional Features	Twenty (20) Business Days	24 hrs OOS 48 hrs AS

**EXHIBIT C  
SERVICE INTERVAL TABLES**

	11 to 21 Lines – w/Optional Features (i.e., ARS, DFIs, SMDR, UCD, etc.)	ICB	24 hrs OOS 48 hrs AS
	22 or more Lines with or without Optional Features	ICB	24 hrs OOS 48 hrs AS
<b>UNE-P Centrex Plus / UNE-P Centron</b> [Centron is MN only] <b>Common Block Configuration Required</b> - Feature Additions requiring Common Block activity per Common Block	1 to 10 Lines	Twenty (20) Business Days	24 hrs OOS 48 hrs AS
	11 or more Lines	ICB	24 hrs OOS 48 hrs AS
<b>UNE-P Centrex Plus / UNE-P Centron</b> [Centron is MN only] <b>Common Block Configuration Required</b> - Line Class Codes (LCCs)/ CAT/NCOS/DPAT additions/changes requiring Common Block work.	Per Common Block (must be existing Line Class Codes(LCCs)/ CAT/NCOS/DPAT)	Five (5) Business Days	24 hrs OOS 48 hrs AS
	If new LCC/CAT/NCOS or DPAT	Twenty (20) Business Days	24 hrs OOS 48 hrs AS
<b>UNE-P Centrex Plus / UNE-P Centron</b> [Centron is MN only] <b>Common Block Configuration Required</b> - Centrex Management System (CMS)	New Common Blocks & Cust ID's (lines installed at the same time the Common Block is installed)	Twenty (20) Business Days (after the initial Common Block & associated lines are installed)	N/A
<b>UNE-P Centrex Plus / UNE-P Centron</b> [Centron is MN only] <b>Common Block Configuration Required</b> - Designed Services subsequent to initial Common Block installation	Tie Lines/DFI/FX	Thirteen (13) Business Days (may be longer due to facility due date requirements)	24 hrs OOS 48 hrs AS
<b>UNE-P Centrex Plus / UNE-P Centron</b> [Centron is MN only] <b>No Common Block</b>	Additional/New Station Lines to be added to CMS	Five (5) Business Days after line is installed	N/A
	Additions	Five (5) Business Days	N/A

**EXHIBIT C  
SERVICE INTERVAL TABLES**

<b>Configuration Required</b> - Centrex Management System (CMS) Network Access Registers (NARs)	Change from Non Blocked to Blocked Service	ICB	N/A
<b>UNE-P Centrex Plus / UNE-P Centron</b> [Centron is MN only] <b>No Common Block Configuration Required</b> - Station Lines (subsequent to the establishment of the Common Block) Includes: Conversions New Lines Moves  <b>NOTE:</b> On conversions, numbers are "chipped" into the Common Block at the time of installation.	1 to 10 Lines per location	Five (5) Business Days or Next available due date thereafter as indicated by Appointment Scheduler.	24 hrs OOS 48 hrs AS
	11 to 20 Lines per location	Ten (10) Business Days or Next available due date thereafter as indicated by Appointment Scheduler.	24 hrs OOS 48 hrs AS
	21 or more Lines per location	ICB	24 hrs OOS 48 hrs AS
<b>UNE-P Centrex Plus / UNE-P Centron</b> [Centron is MN only] <b>No Common Block Configuration Required</b> Line Feature changes/additions/Removals	1 to 19 Lines	Three (3) Business Days	24 hrs OOS 48 hrs AS
	20 or more Lines	ICB	24 hrs OOS 48 hrs AS
<b>UNE-P Centrex Plus / UNE-P Centron</b> [Centron is MN only] <b>No Common Block Configuration Required</b> Designed Services subsequent to initial Common Block installation	Tie Lines/DFI/FX	Thirteen (13) Business Days (may be longer due to facility due date requirements)	24 hrs OOS 48 hrs AS
<b>UNE-P Centrex Plus / UNE-P Centron</b> [Centron is MN only] <b>No Common Block Configuration Required</b> Automatic Route Selection (ARS)	Subsequent to Common Block Installation	Twenty (20) Business Days (may be longer if the activation of ARS is tied to a Private Line facility installation)	24 hrs OOS 48 hrs AS
	Changes to Patterns: 1 to 25 changes 26 to 50 changes 51 or more changes	Business Days: Five (5) days Ten (10) days Twenty (20) days	24 hrs OOS 48 hrs AS
	Adding new Patterns	Twenty (20) Business Days	24 hrs OOS 48 hrs AS

**EXHIBIT C  
SERVICE INTERVAL TABLES**

<p><b>UNE-P Centrex Plus / UNE-P Centron</b> [Centron is MN only] <b>No Common Block Configuration Required</b> Uniform Call Distribution (UCD)</p>	<p>Per Request</p>	<p>Thirteen (13) Business Days</p>	<p>24 hrs OOS 48 hrs AS</p>
<p><b>UNE-P Centrex Plus / UNE-P Centron</b> [Centron is MN only] <b>No Common Block Configuration Required</b> Additional Numbers subsequent to initial Common Block installation</p> <p><b>NOTE:</b> Additional numbers are "chipped" into the Common Block at the time of request.</p>	<p>Blocks (No limit on amount of numbers.)</p>	<p>Five (5) Business Days</p>	<p>N/A</p>

**EXHIBIT C  
SERVICE INTERVAL TABLES**

**6.0 Enhanced Extended Loop Service Interval Table (EEL):**

<b>Product</b>	<b>Services Ordered</b>	<b>Installation Commitments</b>	<b>Repair Commitments</b>
<b>Enhanced Extended Loop (EEL)- DS0 or Voice Grade Equivalent</b>	1 to 8	High Density: Five (5) Business Days  Low Density: Six (6) Business Days	4 hrs High Density  4 hrs Low Density
	9 to 16	High Density: Six (6) Business Days  Low Density: Seven (7) Business Days	4 hrs High Density  4 hrs Low Density
	17 to 24	High Density: Seven (7) Business Days  Low Density: Eight (8) Business Days	4 hrs High Density  4 hrs Low Density
	25 or more	ICB	4 hrs
<b>Enhanced Extended Loop (EEL) – DS1</b>	1 to 8	High Density: Five (5) Business Days  Low Density: Eight (8) Business Days	4 hrs High Density  4 hrs Low Density
	9 to 16	High Density: Six (6) Business Days  Low Density: Nine (9) Business Days	4 hrs High Density  4 hrs Low Density
	17 to 24	High Density: Seven (7) Business Days  Low Density: Ten (10) Business Days	4 hrs High Density  4 hrs Low Density
	25 or more	ICB	4 hrs
<b>Enhanced Extended Loop (EEL) – DS3</b>	1 to 3 Circuits	High Density: Seven (7) Business Days  Low Density: Nine (9) Business Days	4 hrs High Density  4 hrs Low Density
	4 or more Circuits	ICB	4 hrs

**EXHIBIT C  
SERVICE INTERVAL TABLES**

<b>Enhanced Extended Loop Conversions (EEL-C) – Private Line (PLTS) - Conversion as is</b>		ICB	24 hrs OOS 48 hrs AS
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\* Installation Guidelines apply where facilities/network capacity is in place. Where facilities/network capacity are not in place, intervals are handled on an Individual Case Basis (ICB).

**AFFIDAVIT OF  
JEAN NOVAK**

BEFORE THE ARIZONA CORPORATION COMMISSION

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JEFF HATCH-MILLER  
Chairman  
MARC SPITZER  
Commissioner  
WILLIAM MUNDELL  
Commissioner  
MIKE GLEASON  
Commissioner  
KRISTIN MAYES  
Commissioner

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

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

AFFIDAVIT OF JEAN NOVAK  
IN SUPPORT OF QWEST'S  
RESPONSE TO ESCHELON'S  
MOTION FOR SUMMARY  
JUDGMENT, OR IN THE  
ALTERNATIVE, PARTIAL  
SUMMARY JUDGMENT

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I, Jean Novak, do depose and state:

**I. BACKGROUND**

1. I am currently employed by Qwest Services Corporation as a Regional Service Director. I have been employed by Qwest for 21 years, and have been working in the telecommunications industry for 23 years. I hold a Certificate of Computer Programming from Globe Business College.

2. I have been working in Qwest's Wholesale Markets organization since May of 2004. I had previously been in Qwest's Wholesale Markets in 1988 to 1991 providing sales and support to a major Interexchange Carrier and from 1997 to 2000 supporting a large Competitive Local

1 Exchange Carrier (CLEC). As a Regional Service Director, I provide service management  
2 functions in support of CLECs. Responsibilities include clarifying Qwest's processes, service  
3 analysis, act as CLEC advocate interfacing with Qwest internal departments and providing  
4 escalation and expedite assistance, as needed. In performing these responsibilities, I have gained  
5 extensive familiarity with Eschelon Telecom, specifically with Eschelon's practices as to  
6 accounts payable to Qwest.

7 3. The purpose of this affidavit is to describe difficulties which Qwest has experienced with  
8 Eschelon regarding payment of amounts owing to Qwest, including Eschelon's refusal to pay  
9 charges unless they appear in Eschelon's ICA.

10 **II. ESCHELON HAS PROVEN DIFFICULT TO COLLECT ACCOUNTS PAYABLE**  
11 **TO QWEST.**

12  
13 4. Qwest has had extreme difficulty in collecting amounts payable from Eschelon.  
14 Specifically, at the present time Eschelon has outstanding accounts payable to Qwest in the  
15 millions of dollars, because Eschelon refuses to pay.

16 5. Examples of refusal to pay for services: Maintenance of Service Charges - Eschelon has  
17 claimed for these charges in Oregon, that they are not commission-approved and not in its  
18 negotiated interconnection agreement, and therefore instead of paying the stated charges, has  
19 paid for instance, a rate from another state and continues to dispute the charges. This is despite  
20 the fact that Qwest pointed Eschelon to the specific provisions of the Oregon SGAT Exhibit A  
21 that support the charges.

22 6. Design Service Charge - Eschelon states that the rates in the ICA are proposed and  
23 refuses to pay any rate.

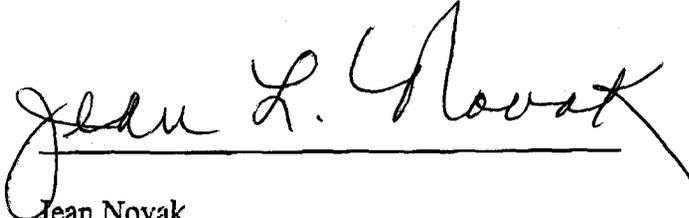
24 7. 30 Day Minimum Billing - Refuses to pay because rates are not in the ICA.

1 8. Prior to May 25, 2006, Eschelon's undisputed balances were over \$3.0 Million. On May  
2 25, 2005, Qwest sent a letter to Eschelon stating Eschelon was in default of the ICA and Tariff  
3 with undisputed balance of \$3,128,651.73. See Exhibit 1. On June 21, 2006, Eschelon stated in  
4 a letter to Qwest that Eschelon had made payments on the undisputed past due balances. See  
5 Exhibit 2. However, upon reviewing Qwest found that almost \$1.0 Million had been paid by  
6 Eschelon to an account for Oregon Telecom, a company Eschelon recently acquired. Qwest,  
7 again, notified Eschelon on July 5, 2006, of undisputed past due balances. See Exhibit 3.

8 9. Based on the past history of Eschelon's failure to pay for services rendered Qwest has  
9 made a business decision to insist on a signed amendment for services that do not have a  
10 specifically stated charge in the ICA.

11 FURTHER AFFIANT SAYETH NOT.

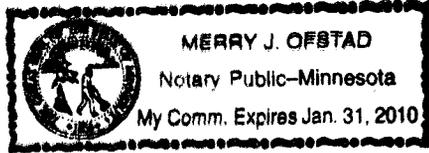
12  
13  
14  
15



Jean Novak

1  
2 SUBSCRIBED AND SWORN TO by Jean Novak before me on this 17<sup>th</sup> day of  
3 August, 2006.

4 My commission expires: \_\_\_\_\_



7   
8 Notary Public  
9

10  
11  
12  
13

# **EXHIBIT JN-1**



May 25, 2006

***Via E-mail and Certified Mail, Return Receipt Requested***

Christopher Gilbert  
Eschelon Telecom  
730 2<sup>nd</sup> Ave S  
Minneapolis, MN 55402

Re: Past Due Balances

Dear Christopher:

This letter constitutes notice of default under the interconnection agreements between Qwest Corporation ("Qwest") and Eschelon Telecom, Inc. and its affiliates ("Eschelon") in Arizona, Colorado, Minnesota, Oregon, Utah, and Washington (individually and collectively, the "ICA"). This letter further constitutes notice of default under Qwest's federal tariff, Tariff F.C.C. No.1 (the "Tariff").

This notice is sent to you pursuant to the notice provisions of the ICA and the Tariff. For at least the past two years Eschelon has engaged in what can only be described as a deliberate strategy of dilatory payments to Qwest. On average, Eschelon takes over 73 days to pay its invoiced charges. This is 30 to 40 days longer than other CLECs in its peer group, i.e., those CLECs incurring similar monthly charges. Even then, Eschelon does not consistently pay undisputed past due amounts in full. As a result, Eschelon has accumulated a significant *undisputed* past due balance that rolls from month to month and never gets paid in a timely fashion.

As of May 24, 2006, Eschelon's undisputed past due balance under the ICA and the Tariff was \$3,128,651.73.<sup>1</sup>

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<sup>1</sup> This figure reflects Eschelon's past due amount according to Qwest's records as of May 24, 2006 less the \$932,368.84 in pending disputes as of April 25, 2006 according to e-mail correspondence from Dennis Ahlers of Eschelon. Qwest has been advised that Eschelon believes that a greater amount is in fact in dispute. If Eschelon believes the amount in disputes pending has changed since April 25, 2006 Qwest should be advised of that fact. Qwest believes that a significant percentage of the pending disputes have been determined to be correctly billed by Qwest. Qwest reserves its rights to address these charges separately and to challenge Eschelon's pending dispute figure.

Christopher Gilbert

May 22, 2006

Page 2

In response to Eschelon's payment practices, Qwest has repeatedly demanded, in writing, that Eschelon comply with the ICA and Tariff payment deadlines. However, Eschelon has routinely ignored these demands and has chronically missed payment deadlines and paid substantial undisputed charges under the ICA and Tariff well past the due date, if at all. Qwest is forced to conclude that Eschelon has come to rely on Qwest, at least in part, to finance its operations. This situation is detrimental to Qwest and has become intolerable.<sup>2</sup>

Under the terms of the ICA, failure to pay timely amounts due thereunder constitutes a material breach.<sup>3</sup> Because of its undisputed past due balance, Eschelon is in breach of the ICA. As a result of Eschelon's breach, Qwest is entitled under the ICA to "pursue all available legal and equitable remedies." This includes, but is not limited to, suspending service order activity.

In addition, Eschelon owes undisputed past due amounts under the Tariff. Pursuant to section 2.1.8(A) of the Tariff, Qwest is entitled to pursue various remedies in the event of default including, but not limited to, suspension of service order activity.

Accordingly, in compliance with the ICA and Tariff provisions cited above, Qwest will exercise its right to suspend all Eschelon service order activity under the ICA and the Tariff effective June 26, 2006. All undisputed past due amounts under both the ICA and the Tariff, including applicable late payment charges, must be paid before June 26, 2006 to avoid suspension of service order activity under the ICA and the Tariff. To obtain the current amount owed and/or to arrange to pay the past due balance please contact: Kathie Maki (801-239-4483) or Valene Kipp (801-239-4215), 250 Bell Plaza, 6<sup>th</sup> floor, Salt Lake City Utah, 84111; 801-239-4483. No further notices will be sent.

Qwest reserves the right to pursue all other available remedies, legal and equitable, until all undisputed past due amounts under both the ICA and the Tariff, including applicable late payment charges, are paid.

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<sup>2</sup> It should be noted that the undisputed past due amount stated herein is accurate as of May 24, 2006 according to Qwest's records. It is exceedingly difficult to calculate with precision Eschelon's past due balance at any given point in time in large part because of the payment practices described in this letter.

<sup>3</sup> Arizona ICA section 32.1.1; Colorado ICA section 21.1.1; Minnesota ICA section 1.4.1; Oregon ICA section 1.4.1; Utah ICA section 32.1.1; Washington ICA section 32.1.1.

Christopher Gilbert  
May 22, 2006  
Page 2

You may contact me directly with any questions about this notice.

Sincerely,

Valene Kipp

cc: J. Jeffrey Oxley  
Karen Clauson  
Arizona Corporation Commission  
Colorado Public Utilities Commission  
Minnesota Public Utilities Commission  
Public Utility Commission of Oregon  
Utah Division of Public Utilities  
Washington Utilities and Transportation Commission

**EXHIBIT JN-2**

06/21/2006 18:59 FAX 6124366816

LEGAL DEPT

EXHIBIT JN-2



June 21, 2006

*Via Fax (801.239.4149) and Overnight Delivery*

Valene Kipp  
Qwest  
250 Bell Plaza, Suite 601  
Salt Lake City, UT 84111

Re: Letter of May 25, 2006

Dear Ms. Kipp:

On June 20, 2006, Chris Gilbert advised you (via e-mail) of the payments that have been made by Eschelon in response to your May 25, 2006 letter. Eschelon believes that it has complied with the payment demand in that letter by making the following payments to Qwest:

- \$3,059,156.10 on 6/01/06 via Checks
- \$5,352,179.78 on 6/12/06 via Checks
- \$526,443.75 on 6/19/06 via Wire Transfer

Enclosed is our letter dated June 5, 2006 in which we said "Eschelon assumes that Qwest will take no action, absent further written notice, to suspend service order activity or otherwise disrupt the provision of services to Eschelon and its customers."

Qwest has not indicated that it disagrees with this statement, and we are relying on the fact that we have made payment and Qwest will not stop processing orders. If Qwest has any other view, intent, or plan, it needs to expressly notify Eschelon (using the notice provisions of the ICA) of its position and the basis for that position and identify any steps

06/21/2006 17:00 FAX 6124366816

LEGAL DEPT

003

Valene Kipp  
June 21, 2006  
Page 2

that Qwest plans to take and when Qwest plans to take them. Absent that, Qwest has confirmed that Eschelon has met the payment demands and Qwest has withdrawn its threat to cease processing orders.

Sincerely,



William D. Markert  
Executive Vice President - Network Financial Management  
Eschelon Telecom, Inc.  
612.436.6265 (direct)  
612.436.6365 (fax)  
wdmarkert@eschelon.com

Enclosure

cc by email to:

- Richard Corbetta, Qwest
- Harisha Bastiampillai, Qwest
- Larry Christensen, Qwest
- Christopher Gilbert, Eschelon
- J. Jeffrey Oxley, Eschelon
- Dennis Ahlers, Eschelon
- Douglas K. Denney, Eschelon

cc by U.S. mail to:

- Arizona Corporation Commission, Utilities Division
- Colorado Public Utilities Commission
- Minnesota Public Utilities Commission
- Oregon Public Utility Commission
- Utah Public Service Commission
- Tom Wilson, Washington Utilities and Transportation Commission

06/21/2006 17:00 FAX 6124366816

LEGAL DEPT

004



June 5, 2006

*Via E-mail and Certified Mail, Return Receipt Requested*

Valene Kipp  
Richard Corbetta  
Qwest  
250 Bell Plaza, Suite 601  
Salt Lake City, UT 84111

Re: Letter of May 25, 2006

Dear Ms. Kipp and Mr. Corbetta:

I am writing to update you on Eschelon's position concerning the issue of Eschelon's payments to Qwest. In Qwest's May 25<sup>th</sup> letter, Qwest threatened Eschelon with "suspending service order activity." That means Qwest would disrupt our customer orders, and Qwest said it would do so *this month!* The consequences of Qwest carrying out that threat would be so disruptive and potentially devastating that, to avoid that possibility, Eschelon has no choice but to bring our account current<sup>1</sup> even though Qwest did not provide the amount allegedly due by state and despite Eschelon's valid disputes. In our May 31<sup>st</sup> letter, we outlined our objections to Qwest's actions. This letter is to inform you that despite Qwest's failure to provide the requested explanations, and to complete the discussions, Eschelon will, under protest, make sufficient payments on or before June 26, 2006, such that Eschelon's account will be current, net of disputed amounts.<sup>2</sup> In return, Qwest is bound to refrain from taking any action to suspend service order activity and to provide an accounting (including facts verifying what amount is due in each state) from Qwest and prompt credit adjustments as applicable based on that accounting.

Eschelon has little choice to pay these unsubstantiated amounts because of Qwest's threat of "suspending service order activity." As Qwest is well aware, the

<sup>1</sup> The amount will differ from that stated in Qwest's May 25 letter because of payments made but unrecognized in Qwest's calculations and additional disputed amounts.

<sup>2</sup> In the May 25 letter Qwest acknowledged that Eschelon had informed Qwest that the disputed amounts exceeded the amount reflected in Qwest's calculations and asked for confirmation. Eschelon's records show that its outstanding disputed amount with Qwest as of 5/23/06 was \$1,179,641.32. Eschelon would remind Qwest that these amounts remain in dispute until either resolved by agreement of both parties or by dispute resolution.

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LEGAL DEPT

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Valene Kipp  
Richard Corbetta  
June 5, 2006  
Page 2

refusal to process orders is a very serious step that could vitally affect end-users as well as the ongoing viability of a competitor, like Eschelon, who would not get its orders processed. Even assuming action were warranted, Qwest has other remedies, such as late payment fees and dispute resolution, available to it. Eschelon has been a regularly paying customer, in steadily increasing amounts, for a period of approximately ten years. We regularly pay Qwest *several million dollars per month*, over and above any disputes. Qwest would continue to receive such payments while an orderly dispute resolution proceeding was pending, so any claim of a threat to Qwest or its subscribers is baseless. The ICAs allow Qwest to "pursue" legal and equitable remedies, not commandeer them.

As Qwest well knows, although Eschelon is a multi-million dollar customer of Qwest, Eschelon is still small compared to Qwest. Qwest's revenues and earnings dwarf those of Eschelon. Qwest's revenues in the first week of the year exceed Eschelon's revenues for the entire year. If resources rather than merit determine results, therefore, Qwest wins. Resources should not determine results. With all of its resources, Qwest should be able to provide the explanation and state-specific data needed by Eschelon. Instead of availing itself of the orderly dispute resolution mechanism in our ICAs, Qwest disrupted ongoing discussions of this issue by unexpectedly sending a letter copied to all six commissions declaring alleged default and threatening this drastic action and including gratuitous criticism of Eschelon. Given that the ongoing discussions had not concluded and Qwest has more orderly alternatives available to it, there is no legitimate reason for Qwest to have taken this course.

In conclusion, payment over and above the usual ongoing payments in an amount to bring Eschelon's account current, net of disputed amounts, will be made prior to June 26, 2006. In light of this decision, Eschelon assumes that Qwest will take no action, absent further written notice, to suspend service order activity or otherwise disrupt the provision of services to Eschelon and its customers. Please contact me if you have any questions.

[www.eschelon.com](http://www.eschelon.com)

06/21/2006 17:01 FAX 6124366818

LEGAL DEPT

Valene Kipp  
Richard Corbetta  
June 5, 2006  
Page 3

Because Qwest copied the six state commissions with its inflammatory and one-sided letter, Eschelon feels compelled to update the Commissions of the current status of this matter.

Sincerely,



William D. Markert  
Executive Vice President, Network  
Financial Management  
Eschelon Telecom, Inc.  
612-436-6265 (direct)  
wdmarkert@eschelon.com

cc by email to:

Harisha Bastiampillai, Qwest  
Larry Christensen, Qwest  
Christopher Gilbert, Eschelon  
J. Jeffrey Oxley, Eschelon  
Dennis Ahlers, Eschelon  
Douglas K. Denney, Eschelon

cc by U.S. mail to:

Arizona Corporation Commission, Utilities Division  
Colorado Public Utilities Commission  
Minnesota Public Utilities Commission  
Oregon Public Utility Commission  
Utah Public Service Commission  
Washington Utilities and Transportation Commission

# **EXHIBIT JN-3**



July 5, 2006

William D. Markert  
Executive Vice President  
Eschelon Telecom, Inc.  
730 Second Avenue South, Suite 900  
Minneapolis, MN 55402

Re: Eschelon accounts

Dear Mr. Markert:

Thank you for the payments made by Eschelon Telecom, Inc. ("Eschelon") in response to the letter from Valene Kipp of Qwest Corporation ("Qwest") dated May 25, 2006 ("Default Notice"). As we review Eschelon's accounts in light of the payments made, there are several issues that require immediate attention.

First, it appears that a substantial portion of the payments made by Eschelon in June (almost one million dollars) were made on behalf of Oregon Telecom. That, in combination with the fact that there remains a large discrepancy between our two companies concerning the amounts that each claims is in dispute, creates uncertainty around the status of Eschelon's accounts. According to Qwest's records, Eschelon accounts are over \$600,000 in arrears and therefore, remain in default. However, we recognize that, at least in part, this understanding of Eschelon's account status may be caused by the large dispute discrepancy noted above. Therefore, without waiving any rights and without making any final determination as to whether Eschelon has cured the default identified in the Default Notice, Qwest will, for the time being, refrain from taking further collection action against Eschelon. However, this billing dispute discrepancy needs to be reconciled quickly. I have attached a spreadsheet detailing the disputes that Qwest believes are in pending status. We need you to respond, in detail, stating your agreement or disagreement with Qwest's position and further stating with specificity other billing disputes Eschelon claims remain open. We request that you respond by July 17, 2006 so that we may work jointly to reconcile and resolve this large backlog of pending disputes.

On a related matter, Eschelon has recently inquired about Qwest's process for applying billing adjustments. Qwest does not adjust accounts by issuing billing refunds to any carrier with a past due balance. Rather, in that situation, Qwest will apply any credits due and owing to past due balances. While Qwest will refrain from pursuing collection action against Eschelon so long as the issues discussed in the preceding paragraph are being addressed, Qwest is not willing to alter its billing adjustment process under these circumstances. Until Qwest can be reasonably certain that Eschelon's accounts are current, Qwest will not issue refunds but will apply billing credits to Eschelon's accounts when billing

adjustments are necessary. This is yet another reason why resolution of the pending billing disputes is imperative.

Finally, as an administrative matter, Qwest requests that you copy my department, at the address noted above, with the payment remittance sent to the payment center each month with your payments. Many customers do this and it is extremely helpful to us in tracking payments to allow us to more efficiently manage your accounts and, we hope, to avoid many disputes in the future. At a minimum, this should help us in the future to allocate payments between Eschelon and Oregon Telecom.

Thank you for your attention to these matters, we look forward to resolving these matters and working toward an improved relationship.

Sincerely,

Mary Dobesh