

**BEFORE THE WASHINGTON STATE  
UTILITIES AND TRANSPORTATION COMMISSION**

**In the Matter of the Petition of Qwest  
Corporation for Arbitration with Eschelon  
Telecom, Inc., Pursuant to 47 U.S.C. Section  
252 of the Federal Telecommunications Act of  
1996**

**DOCKET NO. UT-063061**

**DIRECT TESTIMONY  
OF RENÉE ALBERSHEIM  
QWEST CORPORATION**

**Issues: 1-1, 9-37, 9-39, 9-40, 9-41, 9-42, 12-64, 12-65, 12-66, 12-67, 12-68, 12-69, 12-70, 12-71, 12-72, 12-73, 12-74, 12-75, 12-76, 12-77, 12-78, 12-80, 12-81, 12-83, 12-86 and 12-87**

**SEPTEMBER 29, 2006**

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Exhibit RA-3	Qwest Negotiations Template – Section 12
Exhibit RA-4	Eschelon Rewrite of Section 12
Exhibit RA-5	Order Closing Docket P-421/C-03-616
Exhibit RA-6	Qwest Compliance Filing Docket P-421/C-03-616 12-15-03
Exhibit RA-7	Qwest Compliance Filing Docket P-421/C-03-616 2-14-04
Exhibit RA-8	Covad Change Request PC021904
Exhibit RA-9	Qwest Expedites and Escalations PCAT
Exhibit RA-10	Qwest PSON Document
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Exhibit RA-14	Jeopardy Codes
Exhibit RA-15	Qwest PIDs Version 8.1
Exhibit RA-16	Qwest Outputs PCAT
Exhibit RA-17	Qwest’s Maintenance and Repair PCAT

1

**I. IDENTIFICATION OF WITNESS**

2 **Q. PLEASE STATE YOUR NAME AND BUSINESS ADDRESS.**

3 A. My name is Renée Albersheim. I am employed by Qwest Services Corporation,  
4 parent company of Qwest Corporation ("Qwest"), as a Staff Witnessing  
5 Representative. I am testifying on behalf of Qwest. My business address is 1801  
6 California Street, 24th floor, Denver, Colorado, 80202.

7

8 **Q. PLEASE DESCRIBE YOUR EDUCATIONAL BACKGROUND AND**  
9 **EMPLOYMENT EXPERIENCE.**

10 A. I have been working in Qwest's Global Wholesale Markets organization since  
11 December 2003. Before December 2003, I had worked in Qwest's Information  
12 Technologies Wholesale Systems organization since joining Qwest in October  
13 1999. As a Staff Witnessing Representative, I provide support for Qwest's  
14 responses to regulatory issues associated with the 1996 Telecommunications Act,  
15 FCC orders, state commission decisions, and other legal and regulatory matters.

16

17 Prior to becoming a Qwest employee, I worked for 15 years as a consultant on  
18 many systems development projects and in a variety of roles, including the  
19 following: programmer and systems developer, systems architect, project  
20 manager, information center manager and software training consultant. I worked  
21 on projects in a number of different industries, including: oil and gas; electric,  
22 water and telephone utilities; insurance; fast food; computer hardware; and the  
23 military. I also designed and developed a number of applications, including  
24 electronic interfaces. During that time, I worked on several of Qwest's  
25 Operations Support Systems ("OSS") as a consultant on Human Resources and

1 Interactive Access Billing Systems (“IABS”) projects.

2

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

9

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

11 A. Yes, I presented testimony in the interconnection agreement arbitration between  
12 Covad and Qwest, Docket No. UT-043045. I have also participated in cost  
13 dockets in Washington.

14

15 **Q. HAVE YOU TESTIFIED BEFORE OTHER STATE REGULATORY**  
16 **COMMISSIONS?**

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

23

24 **II. PURPOSE OF TESTIMONY**

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

1 A. The purpose of my testimony is to address arbitration issues relating to service  
2 intervals and access to Qwest's Operational Support Systems (OSS). In this  
3 testimony, I will demonstrate that the underlying theme of these issues is an  
4 attempt by Eschelon to freeze Qwest's processes and procedures in the parties'  
5 contract, thus undermining the Change Management Process ("CMP"). The  
6 industry as a whole created the CMP as a centralized mechanism to allow all  
7 CLECs to have input into changes to Qwest's processes and procedures. Qwest  
8 asks this Commission to stop Eschelon from turning back the clock and  
9 eliminating the important role that the CMP plays in ensuring that Qwest provides  
10 excellent service to its CLEC customers. My testimony will demonstrate that  
11 Qwest's proposed language should be adopted by this Commission for the  
12 Interconnection Agreement between Qwest and Eschelon.

13  
14 **III. THE CHANGE MANAGEMENT PROCESS ("CMP")**

15 **Q. PLEASE DESCRIBE THE CMP.**

16 A. From a CLEC's perspective, the purpose of the CMP is to provide CLECs with a  
17 meaningful opportunity to modify Qwest's systems, processes and procedures.  
18 From Qwest's perspective, the CMP is to ensure that Qwest can implement  
19 uniform systems, processes and procedures so that it can train its employees and  
20 perform at a consistently high level of quality for its wholesale customers. For all  
21 parties, the CMP provides a uniform mechanism for communications about  
22 Qwest's systems, processes and procedures.

23  
24 **Q. WHAT IS THE PURPOSE OF THE CMP?**

25 A. The CMP was established for the specific purpose of ensuring that system and

1 process changes are clearly communicated to CLECs. It allows all CLECs to  
2 participate in Change Request (“CR”) clarification and solution design meetings.  
3 The CMP further provides detailed tracking of each CR through to final  
4 disposition, so that any interested party can track the status of any particular CR.  
5 Further, the CMP allows all CLECs to learn about and anticipate the impacts a  
6 change may have on their operations, and to voice concerns and request changes  
7 to mitigate adverse impacts associated with a change. The CMP was created to  
8 allow CLECs to voice their concerns and work toward an equitable solution that  
9 better meets the larger community's needs. CLECs participated with Qwest in  
10 designing the CMP and have accepted it as the mechanism for changing systems  
11 that affect multiple CLECs. The CMP process provides an established forum and,  
12 more importantly, procedures designed to ensure that the needs of the broader  
13 CLEC community are addressed.

14  
15 **Q. HOW WAS THE CMP CREATED?**

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

21  
22 **Q. IS QWEST OBLIGATED TO PROVIDE A CMP?**

23 A. Yes. In order to receive approval from the FCC to provide long distance service,  
24 ILECs like Qwest were required to establish that they met the criteria of a 14-  
25 point checklist. Checklist Item 2 required the ILECs to provide access to

1 Unbundled Network Elements (“UNEs”). One of the required UNEs was access  
2 to Operational Support Systems (“OSS”). The FCC stated, “The Commission has  
3 explained that it must review the BOC’s change management procedures to  
4 determine whether these procedures afford an efficient competitor a meaningful  
5 opportunity to compete by providing sufficient access to the BOC’s OSS.”<sup>1</sup>

6  
7 **Q. DID THE FCC DETERMINE THAT THE CMP AFFORDS AN EFFICIENT**  
8 **COMPETITOR A MEANINGFUL OPPORTUNITY TO COMPETE?**

9 A. Yes. The FCC stated, “We find that Qwest’s current Change Management  
10 Process (“CMP”) is clearly drafted, well organized, and accessible.”<sup>2</sup> In fact, the  
11 FCC noted that the CMP covers more than was required by the FCC, as it  
12 includes changes to products and processes:

13 We also note that the Commission has recognized that changes that  
14 do not impact OSS interfaces are not necessarily required to be part  
15 of a change management process.<sup>3</sup>

16 The FCC also noted, “We find in particular that Qwest’s CMP provides  
17 competitive carriers with substantial opportunities to address Qwest’s proposed  
18 changes and to initiate their own changes.”<sup>4</sup> And the FCC stated,

19 We find that the Qwest CMP provides a sufficient mechanism for  
20 resolving impasses between Qwest and competitive LECs. The  
21 CMP provides a detailed process for escalations whereby a Qwest  
22 employee (Director or above) is assigned to the escalation. In the

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

<sup>2</sup> *Id.* at ¶ 133.

<sup>3</sup> *Id.*

<sup>4</sup> *Id.* at ¶ 134.



1 event the competitive LEC wishes to further dispute an issue, there  
2 is a defined dispute resolution process which provides for  
3 arbitration, mediation, or submission to the appropriate regulatory  
4 agency.<sup>5</sup>

5  
6 **Q. HAS THE CMP BEEN EVALUATED BY THIS COMMISSION?**

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

11 The parties dispute Qwest's compliance with some, but not all, of  
12 the FCC's criteria for change management. The CLECs do not  
13 contest whether Qwest complies with the FCC's second, third, and  
14 fifth criteria: "(2) that competing carriers had substantial input in the  
15 design and continued operation of the change management process;"  
16 "(3) that the change management plan defines a procedure for the  
17 timely resolution of change management disputes;" and "(5) the  
18 efficacy of the documentation the BOC makes available for the  
19 purpose of building an electronic gateway." Qwest's testimony and  
20 evidence concerning these criteria and KPMG's evaluation of  
21 criteria in the OSS, show that Qwest's CMP is adequate for these  
22 criteria, and that Qwest has demonstrated compliance with these  
23 three criteria.<sup>6</sup>

24 The Commission reached the following three conclusions, among others:

25 (1) Given Qwest's demonstration that the Systems and  
26 Product/Process CMP are now both complete and the FCC's  
27 description of the required aspects of a change management system,  
28 we find that Qwest has satisfied the FCC's first criteria for an

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<sup>5</sup> d. at ¶ 135.

<sup>6</sup> See In the Matter of the Investigation Into U S WEST COMMUNICATIONS, INC.'s Compliance With Section 271 of the Telecommunications Act of 1996, In the Matter of U S WEST COMMUNICATIONS, INC.'s Statement of Generally Available Terms Pursuant to Section 252(f) of the Telecommunications Act of 1996, Docket No. UT-003022 Docket No. UT-003040 39th Supplemental Order; Commission Order Approving SGAT and Addressing Data Verification, Performance Data, OSS Testing Change Management, and Public Interest, July 1, 2002, ¶ 204 (footnote Omitted).

1 adequate change management plan.<sup>7</sup>

2 (2) Given the FCC's actions in past section 271 applications,  
3 Qwest's efforts to improve its release notification processes, and the  
4 revisions to measure PO-16, we find that Qwest has sufficiently  
5 adhered to its release notification processes.<sup>8</sup>

6 (3) Concerning its prioritization processes, we also find that Qwest  
7 has sufficiently adhered to the processes set forth in the CMP.<sup>9</sup>

8 As in Washington, the CMP was approved by the other 13 states in Qwest's local  
9 service region, and the FCC did not alter its opinion of the CMP in its subsequent  
10 section 271 orders approving Qwest's 271 applications.<sup>10</sup>

11

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

13 A. The processes and procedures for the CMP and the roles and responsibilities of  
14 the CMP participants are clearly delineated in the Qwest Wholesale Change  
15 Management Process Document (the "CMP Document").<sup>11</sup> The provisions of the  
16 CMP Document were developed jointly by Qwest and CLECs.

17

18 **Q. WHAT IS THE SCOPE OF CMP?**

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<sup>7</sup> *Id.* at ¶ 206.

<sup>8</sup> *Id.* at ¶ 208.

<sup>9</sup> *Id.* at ¶ 209.

<sup>10</sup> See 9-State Order at ¶ 133; See Also In the Matter of Application by Qwest Communications International, Inc. for Authorization To Provide In-Region, InterLATA Services in New Mexico, Oregon and South Dakotas, and individual state approval orders, WC Docket No. 03-11, FCC 03-81 ("3-State Order"); In the Matter of Application by Qwest Communications International Inc., for Authorization To Provide In-Region, InterLATA Services in Minnesota, WC Docket No. 03-90, FCC 03-142 ("Minnesota Order"); In the Matter of Application by Qwest Communications International Inc. for Authorization to Provide In-Region, InterLATA Services in Arizona, WC Docket No. 03 -194, FCC 03-309 ("Arizona Order").

<sup>11</sup> The CMP Document was attached as Exhibit G to Qwest's Petition for Arbitration. The most current version of the CMP Document is always available on Qwest's Wholesale website at <http://www.qwest.com/wholesale/cmp/index.html>, and is attached as Exhibit RA-2.

1 A. As stated in the CMP Document, the CMP manages changes to:  
2 Operations Support Systems (OSS) Interfaces, products and  
3 processes (including manual) as described below. CMP provides a  
4 means to address changes that support or affect pre-ordering,  
5 ordering/provisioning, maintenance/repair and billing capabilities  
6 and associated documentation and production support issues for  
7 local services (local exchange services) provided by Competitive  
8 Local Exchange Carriers (CLECs) to their end users. This CMP is  
9 applicable to Qwest's 14 state in-region serving territory.<sup>12</sup>

10

11 **Q. DOES THE CMP MANAGE CHANGES TO RATES REQUIRED BY**  
12 **SECTION 251(C)?**

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

15

16 **Q. DO CHANGES MADE VIA THE CMP TRUMP PROVISIONS**  
17 **CONTAINED IN INDIVIDUAL CLEC INTERCONNECTION**  
18 **AGREEMENTS?**

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

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

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<sup>12</sup> See Exhibit RA-2, CMP Document Section 1.0.

1  
2 None of the parties believed that the CMP should be used as a mechanism to  
3 subvert commitments established via Interconnection Agreements. But the  
4 converse should also be true. Interconnection Agreements should not be used as a  
5 mechanism to subvert the CMP. Interconnection Agreements should not contain  
6 such product, process and systems operational specifics that these items cannot be  
7 managed via the CMP as intended. Any such provisions in an interconnection  
8 agreement would make it impossible for the CMP participants to implement  
9 changes without first obtaining an amendment (and agreement from the parties) to  
10 that Interconnection Agreement. This goes to the core of the issues covered in  
11 this testimony. Many of Eschelon's proposals contain such specific operational  
12 detail that they effectively lock in the processes, and if adopted by this  
13 Commission, will prohibit Qwest or any other CMP participant from requesting a  
14 change to the process. This would eliminate the purpose and effectiveness of the  
15 CMP altogether.

16  
17 **Q. HAS THIS COMMISSION MADE A FINDING IN A PREVIOUS**  
18 **ARBITRATION THAT MATTERS NORMALLY MANAGED VIA THE**  
19 **CMP SHOULD CONTINUE TO BE MANAGED IN THE CMP RATHER**  
20 **THAN IN ARBITRATED CONTRACT LANGUAGE?**

21 A. Yes. Covad asserted that its billing needs were not being met in the Change  
22 Management Process. This Commission decided:

23 While Covad's business as a data CLEC relies heavily on line  
24 sharing, we agree with the Arbitrator that this issue is more  
25 appropriately addressed in the Change Management Process. We  
26 encourage Covad to pursue the issue through the escalation and  
27 dispute resolution processes of the Change Management Process.

1 As Qwest has asserted that this process is the most appropriate  
2 means for addressing the issue, it should, in good faith, give serious  
3 consideration to Covad's request in the Change Management  
4 Process.<sup>13</sup>

5  
6 **A. The Change Request Process**

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

8 A. The CMP is managed through a combination of (a) monthly CMP meetings held  
9 jointly between Qwest, CLECs, and State Commissions, and (b) Qwest  
10 notifications for product, process and system changes.<sup>14</sup>

11  
12 **Q. HOW DOES A CLEC USE CMP TO REQUEST A CHANGE FROM**  
13 **QWEST?**

14 A. CLECs can use the CMP to request two broad categories of changes: what we  
15 refer to as "product or process" changes on the one-hand, and system changes on  
16 the other. For product or process changes, CLECs can request a change to a  
17 product or process by submitting a Change Request (CR) through the  
18 cmpr@qwest.com mailbox. Once the CR is received, Qwest reviews the request  
19 to obtain a high level understanding of the change being requested by the CLEC  
20 and then subsequently schedules a call with the CLEC to clarify its request with  
21 Qwest representatives. The CLEC then presents its requested change at the  
22 monthly CMP meeting. After the CR has been presented, Qwest evaluates the  
23 CR in more detail and develops a draft response.

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<sup>13</sup> In the Matter of the Petition for Arbitration of COVAD COMMUNICATIONS COMPANY With QWEST CORPORATION Pursuant to 47 U.S.C. Section 252(b) and the Triennial Review Order, Docket No. UT-043045, Order No. 6, Final Order Affirming, in Part, Arbitrator's Report and Decision; Granting in Part, Covad's Petition for Review; Requiring of Filing of Conforming Inter-Connection Agreement, February 9, 2005, at ¶ 103.

<sup>14</sup> It is noteworthy that the CLECs conduct their own meetings as well on a monthly basis as part of the CMP. These are known as the CLEC ad hoc meetings.

1

2 **Q. HOW DOES QWEST RESPOND TO A CLEC'S PRODUCT OR PROCESS**  
3 **CHANGE REQUEST?**

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

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- 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 concepts to CRs that Qwest originates.<sup>15</sup>

27

28

29

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31

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

Qwest communicates its response (accepted or denied) at the next regularly

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<sup>15</sup> The same reasons apply to denials of Systems change requests discussed below. See Exhibit RA-2, Section 5.1.4.

1 scheduled monthly meeting, where the CLECs have the opportunity to discuss,  
2 clarify and comment on Qwest's response.

3

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

6 A. Yes. The CLEC and Qwest can discuss the response in the monthly CMP  
7 meeting. Based on the discussion at the monthly meeting, Qwest may decide to  
8 modify its response and then Qwest advises the CLECs whether or not it intends  
9 to do so. If Qwest does not modify its response, and the CLECs do not accept  
10 Qwest's response, any CLEC can elect to escalate or dispute the CR in  
11 accordance with the agreed upon CMP Escalation or Dispute Resolution  
12 Process.<sup>16</sup> If the originating CLEC does not agree with the determination to  
13 escalate or pursue dispute resolution, it may withdraw its participation from the  
14 CR and any other CLEC may become responsible for pursuing the CR upon  
15 providing written notification to the Qwest CMP Manager.

16

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

19 A. If the CR is accepted, Qwest moves forward with the development of the CR,  
20 communicates the status of the development at the monthly CMP meetings, and  
21 subsequently issues a CMP notification (Level 1, 2, 3 or 4) to the CLEC  
22 community advising of the proposed change, the effective date of the change  
23 along with a red-lined copy(s) of the affected business procedure(s) and/or

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<sup>16</sup> See Exhibit RA-2, Sections 14.0 and 15.0.

1 PCAT(s), if applicable.<sup>17</sup> The guidelines for CLEC notification are outlined in  
2 Sections 5.3 and 5.4 of the CMP Document.

3

4 **Q. DOES THE CMP GIVE CLECS A CHANCE TO PARTICIPATE IN**  
5 **QWEST'S DEVELOPMENT OF AN ACCEPTED PRODUCT OR PROCESS**  
6 **CHANGE REQUEST?**

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

10

11 **Q. WHAT HAPPENS AFTER THE NOTIFICATION AND COMMENT**  
12 **PROCESS IS CONCLUDED?**

13 A. Once the notification goes into effect, the CR moves into a CLEC test status,  
14 where the CLECs and Qwest have an opportunity to test the change request.  
15 Finally, the CR is closed when it is determined that there is no further activity  
16 associated with the CR. Then the CR is closed at the monthly CMP meeting with  
17 agreement from the originating CLEC.

18

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

21 A. Yes. For a Qwest originated product or process change, the process is slightly  
22 different. Depending on the change that is being proposed, and the "level" of the

---

<sup>17</sup> The term PCAT is derived from the words Product CATalog. At Qwest, PCATs have evolved into documents that contain much more than product information. They include all the processes and procedures necessary to enable CLECs to obtain pre-ordering, ordering, provisioning, billing and maintenance and repair services from Qwest. All of Qwest's PCATs can be found on Qwest's Wholesale website at [www.qwest.com/wholesale](http://www.qwest.com/wholesale).



1 change, Qwest either issues a CLEC product/process change directly to the  
2 CLECs via the notification process, or in some cases, Qwest also issues a CR to  
3 be developed through the process that is described above for the CLECs.

4  
5 **Q. PLEASE EXPLAIN “LEVELS” OF QWEST-ORIGINATED CHANGES.**

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

- 8  
9
- 10 • Level 0 notifications are changes that do not change the  
11 meaning of documentation and do not alter CLEC operating  
12 procedures. Level 0 changes are effective immediately without  
13 notification. An example of a Level 0 change is font and typeface  
14 changes, capitalization or spelling corrections.
  - 15 • Level 1 notifications are changes that do not alter CLEC  
16 operating procedures or changes that are time critical corrections to  
17 a Qwest product/process. Time critical corrections may alter CLEC  
18 operating procedures, but only if such Qwest product/process has  
19 first been implemented through the appropriate level under CMP.  
20 Level 1 changes are effective immediately upon notification.  
21 Examples of a Level 1 change are corrections, clarifications, or  
22 additional information that does not change the product/process.
  - 23 • Level 2 notifications are changes that have minimal effect on  
24 CLEC operating procedures. Qwest provides notification of Level 2  
25 changes at least twenty-one (21) calendar days prior to  
26 implementation. Examples of a Level 2 notice are documentation of  
27 a product or process that was not previously documented, contact  
28 change information or a reduction of a standard interval in Qwest’s  
29 Standard Interval Guide.
  - 30 • Level 3 notifications are changes that have moderate effect on  
31 CLEC operating procedures and require more lead-time before  
32 implementation than Level 2 changes. Qwest provides initial  
33 notification of Level 3 changes at least thirty-one (31) calendar days  
34 prior to implementation. Examples of Level 3 changes are  
35 modifying/changing an existing process, adding new features to an  
36 existing product or changes to customer facing center hours.
  - 37 • Level 4 notifications are changes that have a major effect on  
38 existing CLEC operating procedures or changes that require the  
development of new procedures.

1

2 Level 4 changes are originated using the CMP CR process and provide CLECs  
3 with an opportunity to have input into the development of the change prior to  
4 implementation. Level 4 changes follow a process similar to the CLEC initiated  
5 change requests. Examples of Level 4 changes are increasing an interval in the  
6 Qwest Standard Interval Guide, development of a new product or feature, and  
7 changes to the CMP Document.

8

9 **Q. WHAT OPPORTUNITIES FOR COMMENT DO CLECS HAVE ON**  
10 **QWEST-ORIGINATED PRODUCT OR PROCESS CHANGES?**

11 A. For any notice that Qwest sends to CLECs, CLECs have the opportunity to  
12 comment on the changes or request a change to disposition on the notice. For  
13 Level 1 changes, Qwest's notifications to CLECs state that the disposition is a  
14 Level 1, describe the change, state that the change is effective immediately, and  
15 advise the CLECs to contact the CMP Manager immediately if the change alters  
16 the CLECs' operating procedures and requires Qwest's assistance to resolve.  
17 Qwest then works to resolve the issue with the CLEC that submitted the  
18 comments. Possible resolutions may include withdrawal of the change, re-  
19 notification under a different level, or creation of a new category of change under  
20 a different level, which is required via a CR through the CMP process.

21

22 Regarding Level 2-4 notices, the CLECs have a formal comment period where  
23 they can elect to respond or make comments to the proposed changes, or request a  
24 change to disposition. If Qwest receives comments on the proposed changes,  
25 Qwest must respond to those changes prior to implementation. In Qwest's final  
26 response to comments it may either accept the change submitted by a CLEC and

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

8

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

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

22

23 **Q. CAN A CLEC ASK QWEST TO POSTPONE A CHANGE THAT QWEST**  
24 **ORIGINATED?**

25 A. As part of the notification process described above for Level 3 and Level 4

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

- 7
- 8 • The basis for the request for a postponement;
  - 9 • The extent of the postponement requested, including the  
10 portions of the proposed change to be postponed and length of  
11 requested postponement;
  - 12 • The harm that the CLEC will suffer if the proposed change is  
13 not postponed, including the business impact on the CLEC if the  
14 proposed change is not postponed; and
  - 15 • Whether and how the CLEC alleges that the proposed change  
16 violates its interconnection agreement(s) or any applicable  
17 commission rules or any applicable law.<sup>18</sup>

18

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

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

27

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

---

<sup>18</sup> See Exhibit RA-2, Section 5.5.

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

5

6 **Q. WHEN DOES QWEST DECLINE A REQUEST TO POSTPONE A**  
7 **CHANGE?**

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

14

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

17 A. If Qwest decides not to postpone the change, Qwest's response includes the  
18 reason why it is not being postponed, an explanation of the cost and harm  
19 evaluation, and why Qwest believes it is consistent with ICAs or other  
20 commission rules or laws. Additionally, if Qwest does not implement the  
21 requested postponement, Qwest will not implement the changes until at least 30  
22 calendar days after it notifies the CLECs that the postponement is denied.

23

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

25 A. System changes are handled the same way, whether the change is requested by a

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

17  
18 **Q. WHAT HAPPENS WHEN A SYSTEM CR IS ACCEPTED?**

19 A. If the CR is accepted and the CR is requesting a change to Qwest's electronic  
20 interfaces, which are referred to collectively as Interconnect Mediated Access  
21 ("IMA"), the CR is placed into the bucket of existing CRs awaiting  
22 prioritization.<sup>19</sup> Qwest goes through a ranking process, currently bi-annually, to  
23 prioritize all of the IMA CRs. Upon completion of the ranking, CRs are ranked

---

<sup>19</sup> A more thorough discussion of Qwest's electronic interfaces and operational support systems is contained in Section XX of this testimony.

1 according to the number of points each one received, with the CR with the highest  
2 number of points being number one on the list. Then based upon the total number  
3 of hours that are available for enhancements within a given release, Qwest  
4 determines the total number of CRs that can be implemented. It is important to  
5 note that both the Qwest and CLEC CRs are included in this bucket of IMA  
6 enhancements and both are given equal weight. For those CRs that do not make  
7 the next IMA release, they remain in a pending prioritization status awaiting the  
8 next IMA prioritization.

9

10 **Q. IS THE POST-ACCEPTANCE PROCESS DIFFERENT FOR CHANGES TO**  
11 **OTHER QWEST SYSTEMS, BESIDES THE ELECTRONIC INTERFACES**  
12 **DESCRIBED ABOVE?**

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

20

21 **Q. WHAT DOES THE CMP PROVIDE FOR CLECS WHO DISAGREE WITH**  
22 **QWEST'S DISPOSITION OF A SYSTEM CHANGE REQUEST?**

23 A. If a system CR is denied by Qwest, or if any CLEC does not accept Qwest's  
24 response, any CLEC may elect to escalate or dispute the CR in accordance with  
25 the agreed upon CMP Escalation or Dispute Resolution Process. (Sections 14.0

1 and 15.0). If the originator of the CR does not agree with the determination to  
2 escalate or pursue dispute resolution, it may withdraw its participation from the  
3 CR and any other CLEC may become responsible for pursuing the CR Escalation  
4 upon providing written notification to the Qwest CMP Manager. If any CLEC  
5 does not accept Qwest's response and does not intend to escalate or dispute at the  
6 present time, it may request to have the status of the CR changed to 'Deferred,'  
7 which ultimately puts the CR into a holding bin indefinitely. The CR remains  
8 deferred and any CLEC may re-activate the CR at a later date.

9  
10 **Q. DOES THE CMP PROVIDE ANY OTHER OPTIONS FOR THE**  
11 **ORIGINATOR OF A SYSTEM CHANGE REQUEST WHO DISAGREES**  
12 **WITH QWEST'S DISPOSITION?**

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

23  
24 **Q. DOES THE CMP PROVIDE TECHNICAL INFORMATION TO CLECS**  
25 **REGARDING SYSTEM CHANGE REQUESTS?**



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

7

8 **Q. WHAT HAPPENS AFTER A SYSTEM CHANGE IS ACCEPTED?**

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

14

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

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

24

25 **Q. HAVE ANY CHANGE REQUESTS DEVELOPED THROUGH THE CMP**

1           **CONFLICTED WITH INTERCONNECTION AGREEMENTS?**

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

4  
5           **B.    Eschelon's Participation in the CMP**

6    **Q.    DID ESCHELON PARTICIPATE IN THE CMP REDESIGN DISCUSSED**  
7           **ABOVE?**

8    A.    Yes. According to the records of the CMP Redesign, Eschelon was an active and  
9           vocal participant in the CMP Redesign process, meaning that Eschelon had a  
10          hand in the design of the CMP as it exists today.<sup>20</sup>

11  
12   **Q.    HAS ESCHELON BEEN AN ACTIVE PARTICIPANT IN THE CMP?**

13   A.    Yes. Eschelon has been a very active and very vocal participant in the CMP. A  
14          review of CMP Meeting Minutes indicates that since April 2001, Eschelon has  
15          had representatives present at all 130 Monthly Systems CMP meetings, and all 65  
16          monthly Product and Process meetings.<sup>21</sup> Additionally, for all but a portion of  
17          one meeting, Eschelon has had more than one representative present. Eschelon  
18          has had as many as six representatives present for one individual meeting.

19  
20   **Q.    HAS ESCHELON SUBMITTED CHANGE REQUESTS TO THE CMP?**

21   A.    Yes. Through June of 2006, Eschelon submitted 134 Systems change requests  
22          and 94 Product and Process change requests to the CMP. The vast percentage –  
23          82% – of Eschelon's change requests (115 of the systems change requests and 73

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<sup>20</sup> CMP Redesign Meeting minutes and participant records are available on Qwest's Wholesale website at <http://www.qwest.com/wholesale/cmp/redesign.html>.

<sup>21</sup> Participants may appear at meetings in person or by telephone. CMP Meeting minutes can be found at <http://www.qwest.com/wholesale/cmp/teammeetings.html>.

1 of the product and process change requests) have been accepted by Qwest and  
2 sent on through the CMP process.

3

4 **Q. HAS ESCHELON OBJECTED TO QWEST NOTIFICATIONS?**

5 A. Yes. Through February 2006, the last time such data was collected, Qwest  
6 received 48 challenges to its notices from all CLECs combined. Of these, 29  
7 challenges came from Eschelon. In response to 38 of these challenges, Qwest  
8 retracted the notice, changed the notice, changed the disposition level of the  
9 notice, or retracted the notice and submitted a change request in its place. Qwest  
10 made no change in response to only 10 of the 48 challenges.

11

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

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

16

- 17 • Improper notification under CMP
- 18 • No notification under CMP
- 19 • Issues regarding scope of CMP
- 20 • Failures to adhere to CMP
- 21 • Interpretations of CMP
- 22 • Gaps in CMP

23 The Oversight Committee is comprised of one participant from Qwest, one  
24 participant each from six CLECs, and one participant from each state commission  
25 that wishes to participate.

26

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

28 A. Yes. Based on the Oversight Committee Roster posted on Qwest's Wholesale

1 website, Eschelon is represented on the Oversight Committee by Bonnie Johnson.  
2 As a participant on the Oversight Committee, Eschelon has an even greater  
3 degree of influence over the CMP.

4  
5 **C. The CMP is an Effective Process for Qwest and All CLECs**

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

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

12  
13 Section 14 details the Escalation process that CLECs can use to object to a  
14 change. Qwest is obligated to respond to escalations based on the procedures  
15 outlined in this chapter.

16  
17 Section 15 details the Dispute Resolution Process that permits Qwest or a CLEC  
18 to take an item that has not been resolved to arbitration or to a state commission  
19 for resolution.

20  
21 Section 16 provides the procedures for making an Exception Request to the CMP  
22 for a change that is an exception to normal CMP processes. Such a change  
23 requires a vote of the CMP members.

24  
25 Section 17 explains the voting procedures at the CMP when votes are required.  
26 Key to this section is the provision that every carrier (including Qwest) has one

1 vote in the CMP.

2

3 Section 18 details the process for submitting disputes to the CMP Oversight  
4 Committee for Review.

5

6 **Q. ESCHELON STATES IN ITS ISSUE MATRIX POSITION STATEMENTS**  
7 **THAT IT WISHES TO BRING CERTAIN CHANGE REQUEST DENIALS**  
8 **BEFORE THIS COMMISSION IN THIS ARBITRATION. IS THAT**  
9 **APPROPRIATE?**

10 A. No. As noted above, the CMP Document provides for arbitration of unresolved  
11 CMP disputes. However, all parties to the CMP should be permitted to  
12 participate in such arbitrations. The results of such arbitrations impact all parties  
13 to the CMP. This arbitration is between Qwest and Eschelon. It is not  
14 appropriate to bring a CMP dispute into an Interconnection Arbitration between  
15 two parties when the end result has an impact on all members of the CMP.

16

17 **Q. IS IT APPROPRIATE FOR ESCHELON TO TRY TO MAKE SYSTEMS,**  
18 **PRODUCT OR PROCESS CHANGES IN ITS INTERCONNECTION**  
19 **AGREEMENT?**

20 A. No. Trying to impose systems or product and process changes in an  
21 interconnection arbitration subverts the purpose of the CMP altogether. The CMP  
22 provides a centralized forum for all CLECs to be informed of, have a say in, and  
23 make requests for such changes. If a change is ordered through language in an  
24 interconnection agreement, the other members of the CMP will have no say in the  
25 outcome. Qwest will be required to make the change in order to comply with the

1 interconnection agreement, whether or not other CLECs are impacted by that  
2 change, and whether or not other CLECs want that change.

3

4 **Q. IS IT APPROPRIATE FOR ESCHELON TO TRY TO LOCK IN SYSTEMS**  
5 **FUNCTIONS OR PROCESSES AND PROCEDURES IN ITS**  
6 **INTERCONNECTION AGREEMENT?**

7 A. No. If processes are locked in via language in the interconnection agreement,  
8 then Qwest cannot accept a change to that process in the CMP without first  
9 obtaining an amendment to the interconnection agreement. Otherwise, Qwest  
10 could be found in violation of the interconnection agreement. Again, this  
11 subverts the purpose of the CMP. Locking in processes prevents other CLECs  
12 from requesting a change to those processes. Qwest is also prevented from  
13 responding to changes in industry standards for those processes.

14

15 **Q. ESCHELON WILL ARGUE THAT THE INTERCONNECTION**  
16 **AGREEMENT ALREADY CONTAINS PROCESS AND PROCEDURE**  
17 **DETAIL. HOW DO YOU RESPOND?**

18 A. It is true that there is process language contained in Qwest's interconnection  
19 agreements today. Like industry standards for systems and processes, Qwest's  
20 contract language has evolved over time. Before the creation of the current CMP,  
21 many interconnection agreements were highly individualized. Through the  
22 extensive collaborations in the creation of the CMP, and the section 271  
23 evaluations of Qwest's systems and processes, Qwest and the CLECs have  
24 created mechanisms to ensure that Qwest can provide the best service for CLECs.  
25 As a result, Qwest has taken steps to try to make its contract language reflect

1 these improvements. While process language still exists, Eschelon should not be  
2 allowed to compound the problem and turn back the clock on the processes that  
3 have proven effective for all of Qwest's CLEC customers.  
4

5 **IV. ISSUE 1-1: SERVICE INTERVALS**

6 **Q. WHAT LINKS ESCHELON ISSUES 1-1, 1-1(A), 1-1(B), 1-1(C), 1-1(D) AND**  
7 **1-1(E)?**

8 A. All of these issues relate to Qwest's Service Interval Guide, attached to the  
9 proposed contract as Exhibit C. Service intervals pertain primarily to  
10 provisioning processes, that is, how much time is permitted for Qwest to  
11 provision various services to CLECs. As I stated above in my discussion of the  
12 CMP, uniform processes and procedures have proven to be successful in ensuring  
13 that Qwest provides high quality processes and procedures to its CLEC  
14 customers. On the other hand, individualized processes have proven difficult to  
15 administer and are rife with potential for disputes. Eschelon's proposals  
16 discussed below will either create individualized service intervals for Eschelon, or  
17 give Eschelon control over management of service intervals.  
18

19 **Q. WHAT IS QWEST'S PROPOSED CONTRACT LANGUAGE RELATING**  
20 **TO ESCHELON'S ISSUE 1-1?**

21 A. Qwest's proposed language is as follows:

22 1.7.2 Notwithstanding any other provision in this agreement, the  
23 attached Exhibit C will be modified pursuant to the CMP process  
24 without requiring the execution of an amendment.<sup>22</sup>  
25

---

<sup>22</sup> For clarity, I will start by presenting Qwest's proposals in normal type. Then all Eschelon proposed

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

3 A. Eschelon proposes the following language:  
4

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

14 **1.7.2.1 Notwithstanding any other provision in this Agreement,**  
15 **the intervals in Exhibit C may be shortened pursuant to the**  
16 **Change Management Process (CMP) without requiring the**  
17 **execution or filing of any amendment to this Agreement.**

18

19 Q. IS THIS ESCHELON'S ONLY PROPOSAL?

20 A. No. Eschelon also proposes the following:

21 **1.7.2 If the Commission orders, or Qwest chooses to offer and**  
22 **CLEC desires to accept intervals different from those set forth**  
23 **in this Agreement, including Exhibit C, the Parties shall amend**  
24 **this Agreement under one (1) of the two (2) options set forth in**  
25 **Section 1.7.1 (an interval Advice Adoption Letter or interval**  
26 **interim Advice Adoption Letter terminating with approval of**  
27 **negotiated Amendment) pertaining to the new interval (rather**  
28 **than new product) (or as otherwise ordered by the Commission).**  
29 **The forms of such letters are attached hereto as Exhibits N -O).**

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additions to Qwest's contract language will be shown in Bold and Underlined. All Eschelon proposed deletions from Qwest's contract language will be shown in Bold with a Strikethrough. My source for all language begins with the Joint Issue Matrix filed with Qwest's Petition, and dated August 4, 2006. Where I am aware of changes in the language that have occurred due to continued negotiations, I will note those differences in my testimony.



1 **Q. WHAT ARE QWEST'S OBJECTIONS TO ESCHELON'S CHANGES TO**  
2 **SECTION 1.7.2?**

3 A. The effect of Eschelon's language is to take control of service interval  
4 management away from its appropriate forum, the CMP, and to give control to  
5 Eschelon. Historically, Qwest has modified service intervals through the CMP.  
6 As I discussed in Section III above, the CMP would be undermined if it was  
7 necessary to conduct interconnection agreement amendment negotiations before  
8 CMP changes could be implemented. In addition, a number of intervals are  
9 managed by the service quality standards that Qwest is required to maintain.  
10 Since Qwest obtained section 271 approval, all such modifications have been  
11 reductions in the lengths of service intervals for various services and have been  
12 for the benefit of CLECs. Eschelon's second proposal for Section 1.7.2.1 is an  
13 attempt to appease Qwest by requiring Eschelon's approval only for increases to  
14 service intervals. But this second proposal does not address the problem. In  
15 Eschelon's second proposal as well as its first, the effect of its language is to take  
16 control of service interval changes away from the CMP and make them subject to  
17 cumbersome interconnection agreement negotiations and the arbitration process.  
18 Service intervals impact all CLECs, not just Eschelon. By making changes to  
19 Qwest's service intervals subject to such cumbersome processes, Eschelon's  
20 proposals effectively give Eschelon control over service intervals, and thus over  
21 service intervals for all other CLEC participants in the CMP.

22

23 **Q. IS THERE ANYTHING UNIQUE TO THIS PROPOSAL THAT CREATES**  
24 **ADDITIONAL PROBLEMS FOR QWEST?**

25 A. Yes. This specific proposal calls for micro-management of the parties'

1 contractual obligations. It sets forth forms of letters to be attached to the ICA that  
2 the parties are suppose to use to amend their agreement. This kind of unique  
3 process, created just for Eschelon, would increase Qwest's administrative and  
4 system costs. If such costs are imposed on Qwest, it is entitled to recover them  
5 under the Act, but there is no such provision for cost recovery built into  
6 Eschelon's proposal.

7

8 **Q. HOW DOES QWEST NORMALLY MANAGE A CHANGE TO A SERVICE**  
9 **INTERVAL?**

10 A. Qwest follows the provisions of the CMP process. If a service interval is to be  
11 increased, Qwest submits a Level 4 notice and a change request.<sup>23</sup> If a service  
12 interval is to be decreased, Qwest submits a Level 2 notice.<sup>24</sup>

13

14 **Q. WHAT OPTIONS WOULD CLECS HAVE IF THEY OBJECTED TO A**  
15 **SERVICE INTERVAL CHANGE PROPOSED BY QWEST?**

16 A. As I explained above, an objecting CLEC has multiple options: filing comments,  
17 escalation, postponement, dispute resolution or filing a complaint with the  
18 Commission.

19

20 **Q. ESCHELON CLAIMS IT NEEDS THESE PROVISIONS IN ITS**  
21 **CONTRACT FOR PURPOSES OF "BUSINESS PLANNING" AND**  
22 **"STABILITY". IS THIS ARGUMENT CONSISTENT WITH ESCHELON'S**  
23 **PROPOSED ICA LANGUAGE?**

---

<sup>23</sup> See Exhibit RA-2 CMP Document Section 5.4.5.

<sup>24</sup> See Exhibit RA-2 CMP Document Section 5.4.3

1 A. No. In its first proposal, Eschelon argues that the Commission should adopt a  
2 provision that requires the parties to amend the ICA if Qwest wants to offer longer  
3 service intervals, but not shorter ones. If its expressed concerns regarding  
4 established systems and products, "business planning" and "stability" were  
5 legitimate, Eschelon would not argue for a one sided provision. Eschelon would  
6 propose, first and foremost, language that applies to both lengthening and  
7 shortening service intervals.

8

9 **Q. WHAT DOES ESCHELON FIRST PROPOSAL REQUIRE?**

10 A. Eschelon's proposal requires inclusion of exact provisioning intervals in Exhibit C  
11 to the ICA; an ICA amendment and Commission approval to lengthen intervals;  
12 and, lastly, shortening intervals through the CMP.

13

14 **Q. BUT ISN'T ESCHELON OPPOSED TO THE USE OF THE CMP FOR**  
15 **CHANGES IN SERVICE INTERVALS?**

16 A. No, not when it benefits Eschelon.

17

18 **Q. BUT WHAT ABOUT ESCHELON'S BACK-UP PROPOSED LANGUAGE?**

19 A. Eschelon's alternative second proposal undermines its own arguments in support of  
20 its primary position -- consistent with my explanation above. In its alternative  
21 second proposal, Eschelon seeks to require the parties to amend the ICA to change  
22 intervals "different" from those set forth in the agreement.

23

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

25 A. Qwest objects because the telecommunications industry in general and technology

1 in particular, change rapidly. There are times when Qwest and CLECs should be  
2 able to flexibly and efficiently move forward with changes to service intervals.  
3 Furthermore, service intervals are an aspect of Qwest's business that has an impact  
4 on every single CLEC. To provide services in a nondiscriminatory manner, Qwest  
5 must provide CLECs with the same service intervals. Qwest's service quality  
6 should not be hamstrung by the requirement to amend an ICA, or many ICAs,  
7 before lengthening or shortening a service interval. The CMP was developed by the  
8 industry to address exactly the kind of impacts presented by changes to service  
9 intervals. And the Commission can be involved if necessary. The CMP explicitly  
10 allows CLECs to seek redress of decisions they disagree with by filing a complaint  
11 with the Commission.

12  
13 **Q. WHAT IS QWEST'S PROPOSED LANGUAGE FOR ISSUE 1-1(A)?**

14 A. Qwest proposes the following:

15  
16 7.4.7 Intervals for the provision of Interconnection trunks will  
17 conform to the performance objectives set forth in Section 20. Any  
18 changes to the Interconnection trunk intervals will be made through  
19 the Change Management Process (CMP) applicable to the PCAT,  
20 pursuant to the procedures set forth in Exhibit G. Operational  
21 processes within Qwest work centers are discussed as part of the  
22 CMP. Qwest agrees that CLEC shall not be held to the requirements  
23 of the PCAT.

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

27 A. Eschelon proposes the following:

28

1           7.4.7 Intervals for the provision of Interconnection trunks will  
2 conform to the performance objectives set forth in Section 20.  
3           **Intervals are set forth in Exhibit C.** Any changes to the  
4 Interconnection trunk intervals will be made **as described in**  
5 **Section 1.7.2—applicable to the PCAT, pursuant to the**  
6 **procedures set forth in Exhibit G.** Operational processes within  
7 Qwest work centers are discussed as part of the CMP. Qwest agrees  
8 that CLEC shall not be held to the requirements of the PCAT.

9

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

11 A. Qwest proposes the following:

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

14

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

17 A. Eschelon proposes the following changes:

18           Rearrangements

19           Eschelon proposes deletion of Qwest proposed footnote in Exhibit  
20 C: For UDIT rearrangements see Qwest's wholesale website for the  
21 Service Interval guide.

22

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

24 A. Qwest proposes the deletion of the entire Section 9.0 of Exhibit C (LIS Trunking  
25 Service Intervals).

26

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

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

1 Q. WHAT IS QWEST'S PROPOSED LANGUAGE FOR ESCHELON ISSUE 1-  
2 1(D)?

3 A. Qwest proposes the following:

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

9 Q. WHAT ARE ESCHELON'S PROPOSED CHANGES TO QWEST'S  
10 LANGUAGE?

11 A. Eschelon proposes the following:

12 3.1.1 For ICB intervals for those standard products and services that  
13 require negotiated project time lines for installation, such as 2/4 wire  
14 analog loop for more than twenty-five (25) loops, Qwest shall make  
15 every attempt to provide an FOC to CLEC pursuant to the guidelines  
16 contained in the Service Interval Guide. For the following products  
17 and services, for which the interval is ICB, Qwest shall provide the  
18 ICB due date interval to CLEC as follows:

19  
20 **3.1.1.1 No later than seventy-two (72) hours after the**  
21 **application date for:**  
22 **a) 25 or more 2/4 wire analog loops;**  
23 **b) 25 or more 2-wire non-loaded loops;**  
24 **c) 25 or more 4-wire non-loaded loops;**  
25 **d) 25 or more xDSL-I capable loops;**  
26 **e) 9 or more conditioned loops for 2/4 wire non-loaded, ADSL**  
27 **compatible, xDSL-I, ISDN; and**  
28 **f) 25 or more lines Quick Loop and Quick Loop with LNP.**  
29

30 **3.1.1.1 No later than one-hundred and ninety two (192) hours**  
31 **after the application date for:**  
32 **a) 25 or more DS0 UDITs;**  
33 **b) 25 or more DS0 EEL/Loop Mux;**  
34 **c) 4 or more DS3 UDITs; and**  
35 **d) 4 or more DS3 EEL/Loop Mux**

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

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

3 Service intervals for LMC are set forth in the Service Interval Guide  
4 (SIG) available at [www.qwest.com/wholesale](http://www.qwest.com/wholesale)

5

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

8 A. Eschelon proposes the following:

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

11

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

14 A. As stated above, all of these changes are Eschelon's attempt to set current service  
15 intervals in stone in its contract, thus prohibiting appropriate management of  
16 service intervals via the CMP. By doing so, Eschelon effectively precludes  
17 Qwest from responding to changes in the industry, including to requests for  
18 changes from the CMP participants, without first agreeing to an amendment to its  
19 Interconnection Agreement. Qwest would thus be required to make the Hobson's  
20 choice of either providing a unique process to Eschelon, arbitrating an issue in  
21 multiple states with multiple possible outcomes or giving Eschelon control over  
22 intervals. This subverts the CMP process, and prohibits all other CLECs from  
23 seeking changes to intervals without Eschelon's express permission. No CLEC  
24 should have the ability to prevent other CLECs from requesting changes to  
25 Qwest's processes.

1 **Q. HAVE CHANGE REQUESTS BEEN SUBMITTED TO THE CMP TO**  
2 **CHANGE SERVICE INTERVALS?**

3 A. Yes. A review of the CMP change request archives shows that change requests  
4 have been submitted by AT&T, Eschelon, Comcast, Covad and Qwest.<sup>25</sup> This  
5 demonstrates that other participants in the CMP have an interest in proposing  
6 changes to service intervals in the CMP. If Eschelon obtains the contract  
7 language it desires for service intervals, no other CMP participant will be able to  
8 request a service interval change until Qwest first obtains an amendment to its  
9 ICA with Eschelon.

10

11 **Q. ESCHELON STATES THAT IT IS WILLING TO CHANGE ITS**  
12 **LANGUAGE SO THAT IT WILL ALLOW CHANGES THAT DECREASE**  
13 **INTERVALS. IS THAT ACCEPTABLE?**

14 A. No. Obviously, shortened intervals will be to Eschelon's advantage. Any  
15 limitation on Qwest's ability to respond to changes in the industry that hinges on  
16 obtaining permission from a single CLEC is unacceptable.

17

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

21 A. Yes. Changes in the industry may dictate a decreased interval for a certain type  
22 of product. It is reasonable that to accomplish an interval decrease for one type of  
23 product, Qwest would need to divert resources from some other, less requested

---

<sup>25</sup> The Product and Process Change Request Archive and the Systems Change Request Archive are available via links on the Qwest Wholesale website at <http://www.qwest.com/wholesale/cmp/changerequest.html>.



1 type of product, resulting in an increase in that product's interval, in order to  
2 accomplish this new industry goal. Qwest needs the flexibility to be able to  
3 respond to such industry changes in this way via the CMP.

4

5 **Q. ARE THERE RECENT EXAMPLES OF INDUSTRY CHANGES THAT**  
6 **COULD RESULT IN A CIRCUMSTANCE SIMILAR TO THE SCENARIO**  
7 **DESCRIBED ABOVE?**

8 A. Yes. One example is the Triennial Review Order ("TRO") in which the FCC  
9 determined there is no impairment for unbundled switching, thus eliminating  
10 unbundled switching as a UNE.<sup>26</sup> Another example is the Triennial Review  
11 Remand Order ("TRRO") in which the FCC determined that there is no  
12 impairment for dark fiber loops, among other things. This Order eliminated dark  
13 fiber loops as UNEs.<sup>27</sup> While these changes have not resulted in the service  
14 interval trade-off described above, they do demonstrate that the industry is  
15 constantly changing and evolving. Qwest needs the flexibility to respond to these  
16 changes. This evolution is a primary reason for the existence of the CMP. One  
17 CLEC should not be permitted to bring Qwest and the other CLECs to a standstill  
18 in an ever-changing industry.

19

20 **Q. WHICH LANGUAGE SHOULD THIS COMMISSION CHOOSE FOR**

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<sup>26</sup> See Review of the Section 251 Unbundling Obligations of Incumbent Local Exchange Carriers, Implementation of the Local Competition Provisions of the Telecommunications Act of 1996, Deployment of Wireline Services Offering Advanced Telecommunications Capability, CC Docket Nos. 01-338, 96-98, 98-147, Report and Order and Order on Remand and Further Notice of Proposed Rulemaking, 19 FCC Rcd 16978, 17145 (2003) ("Triennial Review Order" or "TRO").

<sup>27</sup> See In the Matter of Review of Unbundled Access to Network Elements, Review of Section 251 Unbundling Obligations of Incumbent Local Exchange Carriers, Order on Remand, CC Docket No. 01-338, WC Docket No. 04-313, 20 FCC Rcd 2533, (2004) ("Triennial Review Remand Order" or "TRRO").

1           **ISSUE 1-1 AND ITS SUBPARTS FOR THE INTERCONNECTION**  
2           **AGREEMENT?**

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

7           **V.       ISSUES 9-37, 9-38, 9-39, 9-40, 9-41 AND 9-42: WIRE CENTER LIST**

8       **Q.    DO QWEST AND ESCHELON HAVE DIFFERENCES REGARDING THE**  
9           **SUBSTANCE OF ISSUES 9-37, 9-39, 9-38, 9-40, 9-41 AND 9-42?**

10      A.    Yes. However, it is my understanding that these issues are stayed pending the  
11           outcome of a new phase of the TRRO Docket No. UT-53025.  
12

13      **Q.    A PORTION OF ISSUE 9-39 IS NOT STAYED. WILL YOU BE**  
14           **TESTIFYING REGARDING THAT ISSUE?**

15      A.    No. This issue will be handled by Qwest witness Karen Stewart.  
16

17           **VI.       INTRODUCTION TO SECTION 12 ISSUES**

18      **Q.    WAS QWEST'S STANDARD NEGOTIATIONS TEMPLATE USED FOR**  
19           **THE NEGOTIATION OF SECTION 12 OF THIS INTERCONNECTION**  
20           **AGREEMENT?**

21      A.    No. Eschelon proposed a new version of section 12 and negotiations were based  
22           on Eschelon's rewrite of the section. For illustrative purposes, I have attached  
23           Qwest's Template language for Section 12 as Exhibit RA-3. Also for illustrative  
24           purposes, I have attached a draft of Eschelon's rewrite as Exhibit RA-4.  
25

1           **VII.       ISSUE 12-64: ACKNOWLEDGEMENT OF MISTAKES**

2   **Q.   WHAT IS QWEST’S PROPOSED LANGUAGE?**

3   A.   Qwest has not proposed language regarding Acknowledgement of Mistakes. Qwest  
4       does not believe that this language is appropriate or necessary in this  
5       Interconnection Agreement.

6  
7   **Q.   WHAT IS ESCHELON’S PROPOSED LANGUAGE FOR WASHINGTON?**

8   A.   Eschelon proposes the following:

9           **12.1.4       Root Cause Analysis and Acknowledgement of**  
10          **Mistakes**

11          **12.1.4.1 CLEC may make a written request to its Qwest Service**  
12          **Manager for root cause analysis and/or acknowledgement of a**  
13          **mistake relating to products and services provided under this**  
14          **Agreement. The written request should include the following**  
15          **information, when applicable and available: Purchase Order**  
16          **Number (PON), Service Order Number, billing telephone**  
17          **number, a description of the End User Customer impact and the**  
18          **ticket number associated with the repair of the impacting**  
19          **condition. It is expected that CLEC has followed usual**  
20          **procedures to correct a service impacting condition before**  
21          **beginning the process of requesting Qwest acknowledgement of**  
22          **error.**

23          **12.1.4.2 When the Qwest Service Manager receives a request**  
24          **for root cause analysis and/or acknowledgement from CLEC, an**  
25          **investigation process will begin. When this investigation results**  
26          **in agreement that Qwest erred, the Qwest Service Manager will**  
27          **provide written correspondence to CLEC.**

28          **12.1.4.2.1 The letter will include a recap of sufficient pertinent**  
29          **information to identify the issue (e.g., PON, Service Order**  
30          **Number, order Due Date and billing telephone number, as**  
31          **provided in the CLEC request) and the following statement,**  
32          **“Qwest acknowledges its mistake.. The error was not made by**

1 **the other service provider.”**

2 **12.1.4.2.3 Written responses acknowledging Qwest error will be**  
3 **provided with Qwest identification, such as Qwest letterhead,**  
4 **logo, or other indicia.**

5 **12.1.4.2.4 The Qwest Service Manager will provide the**  
6 **acknowledgement to CLEC.**

7 **12.1.4.2.5 The acknowledgment response described in Section**  
8 **12.1.4.2.3 and provided by the Qwest Service Manager to CLEC**  
9 **will be provided on a non-confidential basis and will not include**  
10 **a confidentiality statement.**

11

12 **Q. DID QWEST PROPOSE LANGUAGE IN MINNESOTA?**

13 A. Yes. Because the case that served as the basis for Eschelon’s proposal was  
14 decided in Minnesota, Qwest did propose language for the Minnesota contract  
15 only. Qwest’s language read as follows:

16 12.1.4 Acknowledgement of Mistakes

17 12.1.4.1 CLEC may make a written request to its Qwest Service  
18 Manager for acknowledgement of a mistake relating to products and  
19 services provided in processing an LSR/ASR under this Agreement.  
20 The written request should include the following information, when  
21 applicable and available: Purchase Order Number (PON), Service  
22 Order Number, billing telephone number, a description of the End  
23 User Customer impact and the ticket number associated with the  
24 repair of the impacting condition. It is expected that CLEC has  
25 followed usual repair procedures to correct the service impacting  
26 condition before beginning the process of requesting Qwest  
27 acknowledgement of error.

28 12.1.4.2 When the Qwest Service Manager receives a request for  
29 acknowledgement from CLEC, an investigation process will begin.  
30 When this investigation results in agreement that Qwest erred, the

1 Qwest Service Manager will provide written correspondence to  
2 CLEC.

3 12.1.4.2.1 The letter will include a recap of the pertinent  
4 information (i.e., PON, Service Order Number, order Due Date and  
5 billing telephone number, as provided in the CLEC request) and the  
6 following statement, “Qwest acknowledges its mistake in processing  
7 this wholesale order. The error was not made by the service  
8 provider.”

9 12.1.4.2.2 Qwest understands that time is of the essence in  
10 processing such a request and that a response should be provided as  
11 quickly as is possible given the particular issue raised by CLEC.

12 12.1.4.2.3 Written responses acknowledging Qwest error will be  
13 provided with the Qwest identification.

14 12.1.4.2.4 The Qwest Service Manager will provide the  
15 acknowledgement to the CLEC that makes the request.

16 12.1.4.2.5 The acknowledgment response described in Section  
17 12.1.4.2.3 and provided by the Qwest Service Manager to CLEC  
18 will not include a confidentiality statement.

19 12.1.4.2.6 Qwest external documentation available to CLEC will  
20 instruct CLEC to make requests for acknowledgements directly to  
21 its Qwest Service Manager. Such external documentation will also  
22 include instruction for accessing the Qwest Customer Contact  
23 Information Tool to identify the assigned Qwest Service Manager if  
24 CLEC does not know to whom its request can be sent.

25

26 **Q. WHAT WERE ESCHELON’S PROPOSED CHANGES TO THE**  
27 **MINNESOTA LANGUAGE?**

28 A. Eschelon’s proposed changes to the language, to which Qwest objected, read as  
29 follows:

1           12.1.4        **Root Cause Analysis and** Acknowledgement of  
2 Mistakes

3           12.1.4.1 CLEC may make a written request to its Qwest Service  
4 Manager for **root cause analysis and/or** acknowledgement of a  
5 mistake relating to products and services provided ~~in processing an~~  
6 ~~LSR/ASR~~ under this Agreement. The written request should  
7 include the following information, when applicable and available:  
8 Purchase Order Number (PON), Service Order Number, billing  
9 telephone number, a description of the End User Customer impact  
10 and the ticket number associated with the repair of the impacting  
11 condition. It is expected that CLEC has followed usual ~~repair~~  
12 procedures to correct a service impacting condition before beginning  
13 the process of requesting Qwest acknowledgement of error.

14           12.1.4.2 When the Qwest Service Manager receives a request for  
15 **root cause analysis and/or** acknowledgement from CLEC, an  
16 investigation process will begin. When this investigation results in  
17 agreement that Qwest erred, the Qwest Service Manager will  
18 provide written correspondence to CLEC.

19           12.1.4.2.1 The letter will include a recap of ~~the~~ **sufficient** pertinent  
20 information **to identify the issue** (~~i.e.e.g.~~, PON, Service Order  
21 Number, order Due Date and billing telephone number, as provided  
22 in the CLEC request) and the following statement, “Qwest  
23 acknowledges its mistake ~~in processing this wholesale order~~. The  
24 error was not made by the other service provider.”

25           12.1.4.2.2 Qwest understands that time is of the essence in  
26 processing such a request and that a response should be provided as  
27 quickly as is possible given the particular issue raised by CLEC.

28           12.1.4.2.3 Written responses acknowledging Qwest error will be  
29 provided with Qwest identification, such as Qwest letterhead, logo,  
30 or other indicia.

31           12.1.4.2.4 The Qwest Service Manager will provide the  
32 acknowledgement to CLEC.

1 12.1.4.2.5 The acknowledgment response described in Section  
2 12.1.4.2.3 and provided by the Qwest Service Manager to CLEC  
3 will **be provided on a non-confidential basis and will** not include  
4 a confidentiality statement.

5 12.1.4.2.6 Qwest external documentation available to CLEC will  
6 instruct CLEC to make requests for acknowledgements directly to  
7 its Qwest Service Manager. Such external documentation will also  
8 include instruction for accessing the Qwest Customer Contact  
9 Information Tool to identify the assigned Qwest Service Manager if  
10 CLEC does not know to whom its request can be sent.

11  
12 **Q. DOES QWEST BELIEVE THAT THERE SHOULD BE ANY LANGUAGE**  
13 **IN THE CONTRACT REGARDING THE ACKNOWLEDGEMENT OF**  
14 **MISTAKES?**

15 A. No. Qwest has no such language in its negotiations template, and does not  
16 believe that such language is necessary. However, in light of the decision by the  
17 Minnesota Commission in Docket No. P-421/C-03-616, Qwest determined that it  
18 would be appropriate to include language in Eschelon's Minnesota  
19 Interconnection Agreement consistent with the results of that docket.

20  
21 **Q. PLEASE DESCRIBE THE COMPLAINT IN THE ABOVE REFERENCED**  
22 **DOCKET.**

23 A. Eschelon filed a complaint against Qwest regarding a Local Service Request  
24 ("LSR") for one Eschelon end-user customer.<sup>28</sup> Qwest admitted that it had  
25 committed errors while processing the LSR. Eschelon was concerned that the  
26 end-user customer was left with the impression that the errors were made by

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<sup>28</sup> See In the Matter of a Request by Eschelon Telecom for an Investigation Regarding Customer Conversion by Qwest and Regulatory Procedures – Consideration of Whether this Case Should be Closed as Recommended by the Parties, MPUC Docket No. P-421/C-03-616.

1 Eschelon, making Eschelon look bad to the customer. The Commission agreed  
2 that Qwest should acknowledge its errors to the customer. The docket was closed  
3 with Commission acceptance of compliance filings by Qwest indicating the  
4 actions that Qwest would take in the future if Qwest made mistakes in processing  
5 CLEC orders.<sup>29</sup>

6

7 **Q. WHAT WAS THE BASIS FOR THE LANGUAGE IN QWEST'S**  
8 **PROPOSAL?**

9 A. Qwest's proposed language was based on the language Qwest submitted in its  
10 compliance filings, which were accepted by Eschelon and the Minnesota  
11 Commission. Qwest's language is consistent with the scope of the complaint and  
12 the actions Qwest agreed to take to resolve the complaint.<sup>30</sup> This scope and these  
13 terms were accepted by the Minnesota Commission in its order closing the  
14 proceeding.<sup>31</sup>

15

16 **Q. WHAT IS WRONG WITH THE CHANGES ESCHELON PROPOSED TO**  
17 **QWEST'S LANGUAGE?**

18 A. Eschelon incorrectly claims that its language is consistent with the results of the  
19 above-referenced docket. Eschelon's changes broaden the scope of the terms

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<sup>29</sup> See In the Matter of a Request by Eschelon Telecom for an Investigation Regarding Customer Conversion by Qwest and Regulatory Procedures – Consideration of Whether this Case Should be Closed as Recommended by the Parties, MPUC Docket No. P-421/C-03-616, May 19, 2004, (“Final Commission Order”), Attached as Exhibit RA-5.

<sup>30</sup> See In the Matter of a Request by Eschelon Telecom for an Investigation Regarding Customer Conversion by Qwest and Regulatory Procedures – Consideration of Whether this Case Should be Closed as Recommended by the Parties, MPUC Docket No. P-421/C-03-616, Qwest Compliance Filing, December 15, 2003, Attached as Exhibit RA-6 and See In the Matter of a Request by Eschelon Telecom for an Investigation Regarding Customer Conversion by Qwest and Regulatory Procedures – Consideration of Whether this Case Should be Closed as Recommended by the Parties, MPUC Docket No. P-421/C-03-616, Qwest Compliance Filing, February 13, 2004, attached as Exhibit RA-7.

<sup>31</sup> See Exhibit RA-5, Final Commission Order.



1 agreed to by Qwest in the complaint proceeding, and impose additional  
2 unnecessary burdens on Qwest that go well beyond correcting mistakes on orders.  
3 Eschelon's language requires a root cause analysis in addition to the  
4 acknowledgement of a mistake. In addition, Eschelon's language broadens the  
5 scope to include all possible circumstances, not just for wholesale orders. As a  
6 result, Eschelon could demand a root cause analysis from Qwest for any reason at  
7 any time, and as many times as it wants, and Qwest would have to comply.  
8 Eschelon has no basis for imposing these additional requirements upon Qwest.<sup>32</sup>  
9 Again, Qwest believes that no language regarding acknowledgment of mistakes is  
10 required in an ICA. No other CLEC has made such a demand of Qwest, and  
11 Qwest has received no feedback that mistakes are a significant or ongoing  
12 problem. In addition, as I will discuss below, Qwest is measured on its  
13 performance by the PIDs, and has the financial incentive of penalties for poor  
14 performance to ensure that mistakes are not made. If this Commission believes  
15 that such language should be included, it should be limited to the scope of the  
16 complaint that formed the basis for Eschelon's proposal in the first place.  
17

18 **Q. HAS ESCHELON EVER ASKED QWEST FOR A FORMAL LETTER**  
19 **ACKNOWLEDGING A MISTAKE IN MINNESOTA SINCE THE**  
20 **RESOLUTION OF THE COMPLAINT THERE?**

21 A. No.

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<sup>32</sup> In response to Qwest data request 2.1, Eschelon states "Qwest's obligation to acknowledge its errors has been already been determined and is not at issue in this proceeding." This response suggests that Eschelon has no basis on which to impose a further obligation on Qwest, much less include language pertaining to the original complaint in the contract at all. This is further supported by its subsequent statement in the same response "that it may not necessarily know why a particular customer has left Eschelon as a provider of telecommunications services." Eschelon's responses to Qwest data requests 2.2 and 2.3 demonstrate that Eschelon has no data on which to base a claim that further obligations are required to address systemic problems.

1 **Q. DOES QWEST ALREADY HAVE INCENTIVES TO ENSURE THAT**  
2 **THERE ARE NO SYSTEMIC PROBLEMS WITH ITS SERVICE TO**  
3 **CLECS?**

4 A. Yes. Each month, Eschelon receives monthly reports of Qwest's performance via  
5 the Performance Indicator Definitions (PIDs). The PIDs were defined, agreed to,  
6 and approved in the Section 271 process. The PIDs have set levels of  
7 performance and the monthly reports show whether or not Qwest's performance  
8 has met those levels. If Qwest's performance satisfies these PIDs, the FCC has  
9 concluded that Qwest's performance provides Eschelon with a meaningful  
10 opportunity to compete.<sup>33</sup> The reports also show performance trends over time.  
11 These reports allow Qwest, the CLECs and this Commission to determine  
12 whether system problems exist in Qwest's performance. Qwest has every  
13 incentive to correct systemic problems, as the performance assurance plans,  
14 which are tied to the PIDs, provide for automatic penalties if Qwest does not meet  
15 required performance levels. The PIDs, along with the associated performance  
16 assurance plans, already provide the protection Eschelon wants on an industry-  
17 wide level. A separate contract obligation requiring root cause analysis for  
18 Eschelon is therefore not necessary.

19

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

22 A. This Commission should rule that no language on acknowledgement of mistakes  
23 is required. Eschelon's language is unnecessary and goes well beyond the scope

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<sup>33</sup> See for example In re Application by Bell Atlantic New York for Authorization Under Section 271 of the Communications Act to Provide In-Region, InterLATA Service in the State of New York, 15 FCC Rcd 3953 ¶8 (Rel. Dec 22, 1999); See also 9-State Order at ¶1 and at Appendix K ¶¶ 7-10.

1 of the Minnesota Commission's decision. Finally, the concerns expressed by  
2 Eschelon are already covered by the PIDs and Performance Assurance Plan. This  
3 Commission should approve Qwest's position regarding language for this section  
4 of the Interconnection Agreement.

5

6 **Q. IF THIS COMMISSION ADOPTS LANGUAGE IN THE PARTIES' ICA**  
7 **REGARDING ACKNOWLEDGMENT OF MISTAKES, SHOULD SUCH**  
8 **LANGUAGE BE RECIPROCAL?**

9 A. Yes. Eschelon's obligation to Qwest and Qwest's customers should be equivalent  
10 to Qwest's obligation to Eschelon and Eschelon's customers in this regard.

11

12

13

**VIII. ISSUES 12-65 AND 12-66:  
COMMUNICATIONS WITH CUSTOMERS**

14 **Q. WHAT IS QWEST'S PROPOSED LANGUAGE FOR THE SECTIONS AT**  
15 **ISSUE?**

16 A. Qwest's proposed language for the sections at issue is as follows:

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12.1.5.4.8 CLEC, or CLEC's agent, shall act as the single point of contact for its End User Customers' service needs, including without limitation, sales, service design, order taking, Provisioning, change orders, training, maintenance, trouble reports, repair, post-sale servicing, Billing, collection and inquiry. CLEC shall inform its End User Customers that they are End User Customers of CLEC for resold services. CLEC's End User Customers contacting Qwest in error will be instructed to contact CLEC; and Qwest's End User Customers contacting CLEC in error will be instructed to contact Qwest. In the event CLEC's End User Customers contact Qwest in error, Qwest will either (1) provide the caller with a number the caller can dial to obtain sales information, or (2) ask the caller whether he or she would like to hear sales information. In responding to calls, neither Party shall make disparaging remarks about each other. To the extent the correct provider can be

1 determined, misdirected calls received by either Party will be  
2 referred to the proper provider of local Exchange Service; however,  
3 nothing in this Agreement shall be deemed to prohibit Qwest or  
4 CLEC from asking CLEC's or Qwest's End User Customers who  
5 call the other Party if they would like to discuss the Party's products  
6 and services, and then discussing the Party's products and services  
7 with those End User Customers who would like to do so.

8  
9 **Q. WHAT ARE ESCHELON'S PROPOSED CHANGES TO THIS**  
10 **LANGUAGE?**

11 A. Eschelon's proposed changes are as follows:

12 **12.1.5.4.7 The Qwest technician will limit any communication**  
13 **with CLEC End User Customer to that necessary to gain access**  
14 **to premises and perform the work. Specifically, the Qwest**  
15 **technician will not discuss Qwest's products and services with**  
16 **CLEC End User Customer and will not make disparaging**  
17 **remarks about CLEC and will refer any CLEC End User**  
18 **Customer questions to CLEC. If the Qwest Technician has**  
19 **questions or concerns, the Qwest technician will discuss with**  
20 **CLEC and not CLEC End User Customer.**

21 **12.1.5.5 Notwithstanding any other provision of this Agreement,**  
22 **when a CLEC End User Customer experiences an outage or**  
23 **other service affecting condition or Billing problem due to a**  
24 **Qwest error or action, Qwest shall not use the situation**  
25 **(including any misdirected call) as a winback opportunity or**  
26 **otherwise to discuss its products and services with CLEC's End**  
27 **User Customer.**

28 12.1.5.4.8 CLEC, or CLEC's agent, shall act as the single point of  
29 contact for its End User Customers' service needs, including without  
30 limitation, sales, service design, order taking, Provisioning, change  
31 orders, training, maintenance, trouble reports, repair, post-sale  
32 servicing, Billing, collection and inquiry. CLEC shall inform its  
33 End User Customers that they are End User Customers of CLEC for  
34 resold services. CLEC's End User Customers contacting Qwest in  
35 error will be instructed to contact CLEC; and Qwest's End User  
36 Customers contacting CLEC in error will be instructed to contact

1 Qwest. In the event CLEC's End User Customers contact Qwest in  
2 error, Qwest will either (1) provide the caller with a number the  
3 caller can dial to obtain sales information, or (2) ask the caller  
4 whether he or she would like to hear sales information. In  
5 responding to calls, neither Party shall make disparaging remarks  
6 about each other. To the extent the correct provider can be  
7 determined, misdirected calls received by either Party will be  
8 referred to the proper provider of local Exchange Service; however,  
9 **except as provided in Section 12.1.5.5**, nothing in this Agreement  
10 shall be deemed to prohibit Qwest or CLEC from asking CLEC's or  
11 Qwest's End User Customers who call the other Party if they would  
12 like to discuss the Party's products and services, and then discussing  
13 the Party's products and services with those End User Customers  
14 who would like to do so.

15  
16 **Q. WHY DOES QWEST OBJECT TO ESCHELON'S PROPOSED**  
17 **LANGUAGE?**

18 A. Eschelon's proposed language seeks to prohibit Qwest from discussing its own  
19 products and services with Eschelon's customers, even prohibiting Qwest from  
20 answering questions raised by Eschelon's customers. This issue was thoroughly  
21 litigated in the Section 271 proceedings, and Qwest's language is consistent with  
22 the outcome of that litigation.<sup>34</sup> Eschelon is seeking to re-litigate what should be  
23 a well-settled issue and if successful, prohibit Qwest from providing truthful  
24 information to Eschelon customers who voluntarily call Qwest. Eschelon should  
25 not be permitted to limit Qwest's speech in this way.<sup>35</sup>

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<sup>34</sup> See *9-State Order* at ¶ 390, "We also reject AT&T's allegation that Qwest denies competitive LECs nondiscriminatory access to network elements because it converts misdirected maintenance and repair calls into opportunities for winning back competitive LECs' customers. AT&T maintains that while competitive LECs are allowed to engage in this practice, Qwest's ability to do so should be restricted, given its dominance and significantly more opportunities to win back customers. In response, Qwest maintains that to prevent it from marketing on such calls would be an impermissible restriction on free speech. We find that the record is inconclusive as to whether an anticompetitive effect has actually resulted from this practice. Moreover, we note that the Colorado Commission has found that Qwest should not be prohibited from marketing its services during misdirected calls."

<sup>35</sup> In response to Qwest data request 2.4, Eschelon provides no basis for imposing this additional burden on Qwest. Eschelon states, "one of the reasons that it has proposed this language is that Eschelon may not necessarily be made aware that a Qwest employee has spoken negatively to an Eschelon

1 **Q. DOES ESCHELON HAVE ANY EVIDENCE THAT QWEST IS MAKING**  
2 **DISPARAGING REMARKS TO ANY CUSTOMERS OR POTENTIAL**  
3 **CUSTOMERS ABOUT ESCHELON?**

4 A. No. Qwest submitted discovery requests to Eschelon asking for any evidence that  
5 Eschelon has about Qwest making disparaging remarks. Eschelon's responses  
6 did not identify a single instance of this occurring. Eschelon's contract language  
7 is not necessary or appropriate.

8

9 **Q. WHICH LANGUAGE SHOULD THIS COMMISSION CHOOSE FOR**  
10 **ISSUES 12-65 AND 12-66 FOR THE INTERCONNECTION AGREEMENT?**

11 A. Qwest's language is more reasonable and is based on terms that were thoroughly  
12 litigated through the Section 271 process. Qwest's language is also consistent  
13 with the First Amendment of the U.S. Constitution. This Commission should  
14 approve Qwest's language for this section of the Interconnection Agreement.

15

16 **IX. ISSUE 12-67: EXPEDITES**

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

18 A. Qwest's proposed language for issues 12-67, 12-67(a), 12-67(c), 12-67(d), 12-  
19 67(e) and 12-67(f) is as follows:

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

---

customer...". So Eschelon hopes to impose a further burden on Qwest speech on the off chance that this may prevent the possibility of a negative comment.

1 Due Dates.

2 7.3.5.2.1 CLEC will request an expedite for LIS trunks  
3 including an expedited Due Date, on the Access Service  
4 Request (ASR).

5 7.3.5.2.2 The request for expedite will be allowed only when  
6 the request meets the criteria outlined in the Pre-Approved  
7 Expedite Process in Qwest's Product Catalog for expedite  
8 charges at Qwest's wholesale web site.

9 9.1.12.1 Expedite requests for designed Unbundled Network  
10 Elements are allowed. Expedites are requests for intervals that are  
11 shorter than the interval defined in Qwest's Service Interval Guide  
12 (SIG), Exhibit C or Individual Case Basis (ICB) Due Dates as  
13 applicable.

14 9.1.12.1.1 CLEC will request an expedite for designed  
15 Unbundled Network Elements, including an expedited Due  
16 Date, on the Local Service Request (LSR) or the Access  
17 Service Request (ASR), as appropriate.

18 9.1.12.1.2 The request for an expedite will be allowed only  
19 when the request meets the criteria outlined in the Pre-  
20 Approved Expedite Process in Qwest's Product Catalog for  
21 expedites at Qwest's wholesale web site.

22

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

25 A. Eschelon proposes the following:

26 **7.3.5.2.2 7.3.5.2 For expedites, see Section 12.2.1.2. 7.3.5.2**  
27 **Expedite requests for LIS trunk orders are allowed. Expedites**  
28 **are requests for intervals that are shorter than the interval**  
29 **defined in Qwest's Service Interval Guide (SIG) or Individual**  
30 **Case Basis (ICB) Due Dates. Expedite charges as identified in**  
31 **Exhibit A apply per order for every day that the Due Date**

1 interval is shortened, based on the standard interval in the SIG  
2 or based on ICB criteria for Due Dates.

3 ~~7.3.5.2.1 CLEC will request an expedite for LIS trunks including~~  
4 ~~an expedited Due Date, on the Access Service Request (ASR).~~

5 ~~7.3.5.2.2 The request for expedite will be allowed only when the~~  
6 ~~request meets the criteria outlined in the Pre-Approved~~  
7 ~~Expedite Process in Qwest's Product Catalog for expedite~~  
8 ~~charges at Qwest's wholesale web site.~~

9 ~~9.1.12.1 For expedites, see Section 12.2.1.2.9.1.12.1 Expedite~~  
10 ~~requests for designed Unbundled Network Elements are~~  
11 ~~allowed. Expedites are requests for intervals that are shorter~~  
12 ~~than the interval defined in Qwest's Service Interval Guide~~  
13 ~~(SIG), Exhibit C or Individual Case Basis (ICB) Due Dates as~~  
14 ~~applicable.~~

15 9.1.12.1.1 CLEC will request an expedite for designed  
16 Unbundled Network Elements, including an expedited  
17 Due Date, on the Local Service Request (LSR) or the  
18 Access Service Request (ASR), as appropriate.

19 ~~9.1.12.1.2 The request for an expedite will be allowed~~  
20 ~~only when the request meets the criteria outlined in the~~  
21 ~~Pre-Approved Expedite Process in Qwest's Product~~  
22 ~~Catalog for expedites at Qwest's wholesale web site.~~

23 12.2.1.2 Expedites. CLEC may request a Due Date earlier than  
24 the applicable Due Date interval for that product or service.  
25 Requests for expedites can be made either prior to, or after,  
26 submitting CLEC's service request.

27 12.2.1.2.1 Notwithstanding any other provision of this  
28 Agreement, for all products and services under this  
29 Agreement (except for Collocation pursuant to Section  
30 8), Qwest will grant and process CLEC's expedite  
31 request, and expedite charges are not applicable, if one or  
32 more of the following conditions are met:  
33



- 1                    **a) Fire;**  
2                    **b) Flood;**  
3                    **c) Medical emergency;**  
4                    **d) National emergency;**  
5                    **e) Conditions when the End User Customer is**  
6                    **completely out of service (primary line);**  
7                    **f) Disconnect in error when one of the other conditions**  
8                    **on this list is present or is caused by the disconnect in**  
9                    **error;**  
10                   **g) Requested service necessary for CLEC End User**  
11                   **Customer's grand opening event delayed for facilities or**  
12                   **equipment reasons with a future Ready For Service**  
13                   **(RFS) date;**  
14                   **h) Delayed orders with a future RFS date that meet any**  
15                   **of the above described conditions;**  
16                   **i) National Security;**  
17                   **j) Business Classes of Service unable to dial 911 due to**  
18                   **previous order activity; or**  
19                   **k) Business Classes of Service where hunting, call**  
20                   **forwarding or voice mail features are not working**  
21                   **correctly due to previous order activity where the End**  
22                   **User Customer's business is being critically affected.**

23

24 **Q. WHAT IS AN EXPEDITE?**

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

32

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

34 A. In February 2004, Covad submitted a change request to the CMP requesting an

1 expedite process for design services, like unbundled loops.<sup>36</sup> In the past, when a  
2 CLEC wanted to expedite an order, they had to establish the expedite request was  
3 justified based upon a set of defined rationale; for example, by showing the order  
4 presented a “medical emergency.” Qwest would then analyze the request, either  
5 agree or disagree with the explanation that the request fell within one of the  
6 accepted categories for expediting an order, and treat the order accordingly. This  
7 resulted in debate and discussion about whether the standard was satisfied.  
8 CLECs wanted more certainty than this process provided, hence Covad’s change  
9 request. Via the CMP, Qwest established a procedure through which Qwest  
10 would provide expedites to CLECs via one of two options detailed in Qwest’s  
11 PCAT.<sup>37</sup> Which option applies depends on the product being ordered.

12  
13 The first option is referred to as “Pre-Approved Expedites”. Per the PCAT, this  
14 option requires language in CLEC Interconnection Agreements supporting  
15 expedited requests with a “per day” expedite rate. The language Qwest proposes  
16 for Eschelon’s Interconnection Agreement in Sections 7 and 9 is the language  
17 contemplated by the Expedite PCAT. “Pre-Approved Expedites” allow expedites  
18 for designed services.

19  
20 The second option applies to products not covered in “Pre-Approved Expedites.”  
21 In other words, the second option applies to non-designed services. This is  
22 referred to in the PCAT as “Expedites Requiring Approval”. Expedite charges do  
23 not apply to these products.

---

<sup>36</sup> See Exhibit RA-8, Change Request PC021904.

<sup>37</sup> See Exhibit RA-9, Expedites and Escalations Overview PCAT.

1 The process defined and created in the CMP differentiates between design  
2 services and non-design services. Eschelon wants to circumvent the CMP, and  
3 apply the process meant for non-designed services to all services. Qwest makes  
4 the differentiation on the retail side of its business, and provides expedites to its  
5 retail POTS customers and its design services customers using two completely  
6 different processes. Eschelon is attempting to obtain language in its  
7 interconnection agreement that eliminates this distinction.

8

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

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

16

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

18 A. A designed service is a more complex service. Inventory for a designed service is  
19 provisioned out of both LFACS and the Trunk Inventory Record Keeping System  
20 (“TIRKS”). A designed service is identified by a circuit id. Provisioning  
21 intervals for designed services are generally longer than for non-designed  
22 services, as provisioning of designed services is more complex. An unbundled  
23 loop is an example of a designed service.

24

25 **Q. ARE THE PROVISIONING DIFFERENCES BETWEEN DESIGNED AND**

1           **NON-DESIGNED SERVICES THE PRIMARY REASON SEPARATE**  
2           **EXPEDITE PROCESSES WERE CREATED?**

3    A.    Yes. Because of the greater complexity of designed services, their provisioning  
4           intervals are generally longer, and there are usually more steps involved. As a  
5           result, a request to expedite the provisioning of a designed service will be more  
6           complex than an expedite of the provisioning of a non-designed service. In  
7           Washington, Qwest does not offer expedites for retail designed services, as Qwest  
8           does not have an approved tariff for this offering. Qwest will be filing a tariff  
9           soon to offer expedites for designed services to its retail customers. This tariff  
10          will offer expedites at the same \$200 per day rate that Qwest charges in all other  
11          states for designed service expedites.

12  
13    **Q.    WHY DOES QWEST OBJECT TO ESCHELON'S PROPOSED CHANGES**  
14    **TO THE LANGUAGE REGARDING EXPEDITES?**

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

1 The Commission should reject Eschelon's request to override the CMP-approved  
2 expedite process, and create an Eschelon-specific process. More fundamentally,  
3 the Commission should reject Eschelon's request to insert process – something  
4 properly handled in the CMP – into the Eschelon ICA, and thereby prohibit the  
5 Commission approved CMP from ever effectively modifying the process.  
6

7 **Q. YOU MENTIONED THAT THIS PROCESS WENT THROUGH THE CMP.  
8 DID ESCHELON PARTICIPATE IN THE PROCESS?**

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

13 **Q. DID ESCHELON OBJECT TO THE CLOSURE OF THE CHANGE  
14 REQUEST UPON ITS COMPLETION?**

15 A. No.  
16

17 **Q. DID THE ORIGINATOR OF THE CHANGE REQUEST APPROVE ITS  
18 CLOSURE?**

19 A. Yes.  
20

21 **Q. DID ESCHELON EXPRESS ITS OBJECTION TO THE NEW EXPEDITE  
22 PROCESS BY ESCALATING THE CHANGE REQUEST?**

23 A. No.  
24

25 **Q. DID ESCHELON TAKE THE CHANGE REQUEST TO THE CMP**

1           **OVERSIGHT COMMITTEE?**

2    A.    No.

3

4    **Q.    DID ESCHELON FILE A DISPUTE WITH THE CMP REGARDING THE**  
5           **NEW EXPEDITE PROCESS, PER THE RULES OF THE CMP**  
6           **DOCUMENT?**

7    A.    No. Per the CMP Document, a CLEC files a dispute according to the following  
8           rules:

9

- 10           •    Item must be formally identified through the CMP Web site,  
11            [http://www.qwest.com/wholesale/cmp/escalations\\_dispute.html](http://www.qwest.com/wholesale/cmp/escalations_dispute.html).  
12            Alternately, a party may send an e-mail to the Qwest CMP Dispute  
13            Resolution e-mail address, [cmpdisp@qwest.com](mailto:cmpdisp@qwest.com). Subject line of the  
14            e-mail must include:  
15            •    CLEC Company name  
16            •    “Dispute Resolution”  
17            •    Change Request (CR) number and status, if applicable<sup>38</sup>

18

19           Eschelon has not submitted such a dispute to the CMP regarding the expedite  
20           process.

21

22    **Q.    HOW DOES ESCHELON PROPOSE TO CHANGE QWEST’S EXHIBIT A**  
23           **WITH REGARD TO EXPEDITES?**

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

25           A.

26

27    **Q.    WHY DOES QWEST OBJECT TO ESCHELON’S PROPOSED CHANGE?**

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<sup>38</sup> See Exhibit RA-2 CMP Document, Section 15.0

1 A. Via the approved expedite process discussed above, Qwest provides expedites for  
2 unbundled loops to CLECs on an individual case basis (“ICB”). It is Qwest's  
3 position that the appropriate ICB rate is \$200.00 per day consistent with Qwest's  
4 its practices in other states. Eschelon argues that Qwest’s rate is not appropriate  
5 because it is not a cost-based rate.<sup>39</sup> However, the expedite charge should not be  
6 cost-based; expedites are not UNE’s. In fact, expedites are premium services.  
7 Qwest’s obligation with regard to expedites is to offer expedites to CLECs under  
8 the same terms and conditions that Qwest offers to its own customers. Qwest’s  
9 Exhibit A currently references Qwest's tariffs for expedited orders for LIS and  
10 indicates that rates for expedites for unbundled loops are ICB.  
11

12 **Q. WHICH LANGUAGE SHOULD THIS COMMISSION CHOOSE FOR THE**  
13 **INTERCONNECTION AGREEMENT REGARDING EXPEDITES AND**  
14 **EXPEDITE CHARGES?**

15 A. Qwest’s language is more reasonable, supports parity in services, and is based on  
16 the appropriate terms for expediting orders. This Commission should approve  
17 Qwest’s language for this section of the Interconnection Agreement.  
18

19 **X. ISSUES 12-68: OSS COSTS**

20 **Q. DO QWEST AND ESCHELON HAVE DIFFERENCES REGARDING ISSUE**  
21 **12-68 REGARDING CHARGES FOR SUPPLEMENTAL ORDERS?**

22 A. Yes. Qwest proposes the following language:

23 12.2.3.2 There is no transaction charge for the physical act of a  
24 CLEC submitting a supplement or re-submitting a service request.

---

<sup>39</sup> Eschelon has not provided a cost study to support its rate either, thus implying that the rate need not be cost based.

1 **Q. WHAT DOES ESCHELON PROPOSE FOR THIS SECTION OF THE**  
2 **CONTRACT?**

3 A. Eschelon proposes the following:

4 12.2.3.2 There is no ~~transaction~~ charge for ~~the physical act of a~~  
5 CLEC submitting a supplement or cancelling or re-submitting a  
6 service request.

7

8 **Q. IS THIS ESCHELON'S ONLY PROPOSAL FOR THIS SECTION OF THE**  
9 **CONTRACT?**

10 A. No. In the alternative, Eschelon proposes the following:

11 12.2.3.2 There is no ~~transaction~~ charge for ~~the physical act of a~~  
12 CLEC submitting a supplement or cancelling or re-submitting a  
13 service request, unless otherwise expressly provided in this  
14 Agreement. Whether a charge applies to any activity resulting from  
15 such a service request will be governed by the provisions of this  
16 Agreement applicable to such activities.

17

18 **Q. WHY DOES QWEST OBJECT TO ESCHELON'S PROPOSALS?**

19 A. Eschelon is attempting with its language to attach conditions to the application of  
20 the OSS charges which are currently applied to each Local Service Request  
21 ("LSR"). These OSS charges were duly established by this Commission in a cost  
22 docket, and are the mechanism allows Qwest to recover its costs for providing  
23 access to OSS. The FCC has ruled that ILECs have the right recover these costs,<sup>40</sup>  
24 and this Commission has endorsed that right through the establishment of OSS

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<sup>40</sup> See for example In the Matters of Deployment of Wireline Services Offering Advanced Telecommunications Capability, CC Docket No. 98-147, and Implementation of the Local Competition Provisions in the Telecommunications Act of 1996, CC Docket No. 96-98, 144 (rel. Dec. 9, 1999)



1 charges.<sup>41</sup> OSS charges were created as a mechanism for recovery of historical  
2 costs. They were never meant to be considered a transaction charge. In other  
3 words, the fact that OSS charges are applied every time a CLEC submits an LSR  
4 does NOT mean that the OSS charge is intended as a transaction charge to represent  
5 the cost of submitting that LSR. There is no such thing as a transaction charge for  
6 submitting LSRs.

7  
8 **Q. DID QWEST EVER INTEND TO HAVE LANGUAGE IN ITS CONTRACT**  
9 **REGARDING TRANSACTION CHARGES?**

10 A. No. Qwest's language was an attempt to come to an agreement with Eschelon.  
11 Eschelon did not want transaction charges to apply to certain types of LSRs. Since  
12 there are no transaction charges for such LSRs, Qwest was willing to agree to  
13 language indicating that Eschelon would not have to pay such charges. But  
14 Eschelon's changes to Qwest's language make it clear that Eschelon wishes to  
15 create exemptions for the application of OSS charges. No such exemptions were  
16 established in the Cost Docket that created OSS charges. No such exemptions are  
17 applied to other CLECs. No such exemptions are appropriate as the OSS charge is  
18 a historical cost recovery mechanism and NOT a transaction charge.

19  
20 **Q. IS IT APPROPRIATE FOR ESCHELON TO SEEK EXEMPTIONS FROM**  
21 **ESTABLISHED CHARGES IN THIS PROCEEDING?**

22 A. No. OSS charges were approved in a cost docket. If Eschelon wants to change  
23 those charges, then it should argue for such changes in a cost docket. These

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<sup>41</sup> See In the Matter of the Pricing Proceeding for Interconnection, Unbundled Elements, Transport and Termination, and Resale for U S WEST Communications, INC., Docket No. UT-960369, 17<sup>th</sup> Supplemental Order, September 23<sup>rd</sup>, 1999, ¶ 99.

1 charges are applied to all CLECs, not just to Eschelon.

2

3 **Q. HOW SHOULD THIS COMMISSION RULE ON ISSUE 12-68?**

4 A. This Commission should either rule that Section 12.2.3.2 is not necessary, or it  
5 should adopt Qwest's language, since Qwest's language reflects the current fact that  
6 there are no transaction charges applied to LSRs today.

7

8 **XI. ISSUES 12-70 AND 12-74: SYSTEM NOTICES**

9 **Q. WHAT IS QWEST'S PROPOSED LANGUAGE FOR ISSUE**  
10 **12-70 ON PENDING SERVICE ORDER NOTIFICATIONS?**

11 A. Qwest's language is as follows:

12 12.2.7.2.3 Pending Service Order Notification. When Qwest issues  
13 or changes the Qwest service orders associated with the CLEC LSR,  
14 Qwest will issue a Pending Service Order Notification (PSON) to  
15 CLEC. Through the PSON, Qwest supplies CLEC with information  
16 that appears on the Qwest service order.

17

18 **Q. WHAT ARE ESCHELON'S PROPOSED CHANGES TO QWEST'S**  
19 **LANGUAGE?**

20 A. Eschelon's proposed changes are as follows:

21 12.2.7.2.3 Pending Service Order Notification. When Qwest issues  
22 or changes the Qwest service orders associated with the CLEC LSR,  
23 Qwest will issue a Pending Service Order Notification (PSON) to  
24 CLEC. Through the PSON, Qwest supplies CLEC with information  
25 that appears on the Qwest service order, **providing at least the data**  
26 **in the service order's Service and Equipment (S&E) and listings**  
27 **sections.**

28

1 **Q. WHAT IS A PENDING SERVICE ORDER NOTICE?**

2 A. As stated by the PSON document attached as Exhibit RA-10:<sup>42</sup>

3 Pending Service Order Notice (PSON) functionality was created to  
4 provide you the opportunity to review service orders after they are  
5 issued by Qwest but prior to completion. This allows you to review  
6 what was requested on a Local Service Request (LSR) vs. what is  
7 contained on a service order and, if appropriate, issue a correction to  
8 the LSR before the service orders are completed.

9 The PSON is a notice created by Qwest in response to feedback from Qwest's  
10 CLEC customers.<sup>43</sup> The PSON is one of several notices and processes that Qwest  
11 has created for CLECs that go above and beyond the processes required by the  
12 industry.

13

14 **Q. WHAT IS QWEST'S CONTRACT LANGUAGE FOR ISSUE 12-74**  
15 **REGARDING FATAL REJECTION NOTICES?**

16 A. Qwest's language is as follows:

17 12.2.7.2.6.1 If CLEC submits an LSR or ASR that contains a Fatal  
18 Error and receives a Fatal Reject notice, CLEC will need to resubmit  
19 the LSR or ASR to obtain processing of the service request.

20 12.2.7.2.6.2 Fatal Rejection Notices. Specific procedures are  
21 contained in Qwest's PCAT, available on Qwest's wholesale web  
22 site.<sup>44</sup>

23

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

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<sup>42</sup> The PSON document is available via a hyperlink from the Provisioning PCAT. The Provisioning PCAT is attached as Exhibit RA-11.

<sup>43</sup> See Exhibit RA-12, CR 25497 creating the PSON.

<sup>44</sup> See Exhibit RA-13, Ordering PCAT, Fatal Rejection Notice section at page 21.

1 A. Eschelon proposes the following:

2 12.2.7.2.6.1 If CLEC submits an LSR or ASR that contains a Fatal  
3 Error and receives a Fatal Reject notice, CLEC will need to resubmit  
4 the LSR or ASR to obtain processing of the service request, **except**  
5 **as provided in Section 12.2.7.2.6.2.**

6 ~~12.2.7.2.6.2 Fatal Rejection Notices. Specific procedures are~~  
7 ~~contained in Qwest's PCAT, available on Qwest's wholesale web~~  
8 ~~site. If Qwest rejects a service request in error, Qwest will resume~~  
9 ~~processing the service request as soon as Qwest knows of the error.~~  
10 ~~At CLEC's direction, Qwest will place the service request back into~~  
11 ~~normal processing, without requiring a supplemental order from~~  
12 ~~CLEC and will issue a subsequent FOC to CLEC.~~

13

14 **Q. WHY DOES QWEST OBJECT TO THE LANGUAGE PROPOSED BY**  
15 **ESCHELON REGARDING PENDING SERVICE ORDER NOTICES AND**  
16 **FATAL REJECT NOTICES?**

17 A. Eschelon's language for these system notices is not appropriate in an  
18 interconnection agreement. This language incorporates process detail that is  
19 included in Qwest's PCAT.<sup>45</sup> Such process detail is most appropriately managed  
20 through the CMP as discussed in Section III of this testimony. Eschelon is  
21 attempting to take procedures for system notices that are described in Qwest's  
22 PCAT, which is managed through the CMP, and set these procedures in stone in  
23 its contract. By doing so, Eschelon locks these procedures in place, and prohibits  
24 any changes to them. Locking these procedures in place precludes Qwest from  
25 responding to changes to industry standards for system notices, including by the  
26 CMP participants, without first agreeing to an amendment to its Interconnection

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<sup>45</sup> See Exhibit RA-13, PS0N references in the Ordering PCAT and Exhibit RA-11, PS0N references in the Provisioning PCAT, and Exhibit RA-10, PS0N Document.

1 Agreement. This subverts the CMP process, and prohibits all other CLECs from  
2 making changes to this process without Eschelon's express permission. No  
3 CLEC should have the ability to prevent other CLECs from requesting changes to  
4 Qwest's processes.

5

6 **Q. HAVE CHANGE REQUESTS BEEN SUBMITTED TO THE CMP TO**  
7 **CHANGE THE PSON OR THE FATAL REJECT NOTICES?**

8 A. Yes. A review of the public CMP change request archives shows that change  
9 requests have been submitted by AT&T, Eschelon, and Qwest.<sup>46</sup> This  
10 demonstrates that other participants in the CMP have an interest in proposing  
11 changes to PSONs in the CMP. If Eschelon obtains the contract language it  
12 desires for PSONs, no other CMP participant will be able to request a PSON  
13 change until Qwest first obtains an amendment to its ICA with Eschelon.

14

15 **Q. IS ESCHELON'S PROPOSAL FOR LOCKING IN CERTAIN SYSTEM**  
16 **REQUIREMENTS ESPECIALLY INAPPROPRIATE?**

17 A. Yes. Qwest has one set of systems that generate, among other things, PSONs and  
18 Fatal Reject Notices. Qwest does not have the resources or ability to create  
19 separate systems for each individual CLEC. While Qwest has no imminent plans  
20 to change PSONs or Fatal Reject Notices, the CLEC community may make  
21 recommendations for changes that could be accepted by the industry. Eschelon's  
22 proposal will effectively prevent Qwest from responding unless Eschelon agrees  
23 to a contract modification. To the extent that an industry forum, such as the OBF,

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<sup>46</sup> The Product and Process Change Request Archive and the Systems Change Request Archive are available via links on the Qwest Wholesale website at <http://www.qwest.com/wholesale/cmp/changerequest.html>.

1 or a CMP participant makes recommendations about changes in systems, a CLEC  
2 (such as Eschelon) should not be able to preclude discussions about proposed  
3 changes by forcing Qwest to include language mandating certain systems  
4 requirement in its interconnection agreement.<sup>47</sup>

5

6 **Q. WHICH LANGUAGE SHOULD THIS COMMISSION CHOOSE FOR**  
7 **ISSUES 12-70 AND 12-74 FOR THE INTERCONNECTION AGREEMENT?**

8 A. Qwest's language regarding system notices is more reasonable and is based on the  
9 appropriate CMP management of the process and procedures for the production  
10 of system notices. This Commission should approve Qwest's language for these  
11 sections of the Interconnection Agreement.

12

13 **XII. ISSUES 12-71, 12-72 AND 12-73: JEOPARDY NOTICES**

14 **Q. WHAT IS QWEST'S LANGUAGE FOR ISSUES 12-71, 12-72 AND 12-73**  
15 **REGARDING JEOPARDY NOTICES?**

16 A. Qwest's language is as follows:

17 12.2.7.2.4.4 Specific procedures are contained in Qwest's  
18 documentation, available on Qwest's wholesale web site.

19

20 **Q. WHAT ARE ESCHELON'S PROPOSED CHANGES TO QWEST'S**  
21 **LANGUAGE?**

22 A. Eschelon proposes the following:

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<sup>47</sup> The OBF is the Ordering and Billing Forum of The Alliance for Telecommunications Industry Solutions (ATIS). Qwest makes every attempt to conform to OBF guidelines, which include the contents the industry expects to be included in daily loss and completion reports. For more information, see <http://www.atis.org/obf/index.asp>.

1           ~~12.2.7.2.4.4 Specific procedures are contained in Qwest's~~  
2           ~~documentation, available on Qwest's wholesale web site.~~ A  
3           jeopardy caused by Qwest will be classified as a Qwest jeopardy,  
4           and a jeopardy caused by CLEC will be classified as Customer Not  
5           Ready (CNR).

6                   **12.2.7.2.4.4.1        There are several types of jeopardies.**  
7                   **Two of these types are: (1) CLEC or CLEC End User**  
8                   **Customer is not ready or service order is not accepted by**  
9                   **the CLEC (when Qwest has tested the service to meet all**  
10                   **testing requirements.); and (2) End User Customer**  
11                   **access was not provided. For these two types of**  
12                   **jeopardies, Qwest will not characterize a jeopardy as**  
13                   **CNR or send a CNR jeopardy to CLEC if a Qwest**  
14                   **jeopardy exists, Qwest attempts to deliver the service,**  
15                   **and Qwest has not sent an FOC notice to CLEC after the**  
16                   **Qwest jeopardy occurs but before Qwest attempts to**  
17                   **deliver the service. CLEC will nonetheless use its best**  
18                   **efforts to accept the service. If needed, the Parties will**  
19                   **attempt to set a new appointment time on the same day**  
20                   **and, if unable to do so, Qwest will issue a Qwest Jeopardy**  
21                   **notice and a FOC with a new Due Date.**

22                   **12.2.7.2.4.4.2        If CLEC establishes to Qwest that a**  
23                   **jeopardy was not caused by CLEC, Qwest will correct**  
24                   **the erroneous CNR classification and treat the jeopardy**  
25                   **as a Qwest jeopardy.**

26  
27           **Q.   WHY DOES QWEST OBJECT TO THE LANGUAGE PROPOSED BY**  
28           **ESCHELON REGARDING JEOPARDY NOTICES?**

29           A.   Eschelon's language is not appropriate in an interconnection agreement. This  
30           language incorporates process detail that is included in Qwest's PCAT.<sup>48</sup> Such  
31           process detail is most appropriately managed through the CMP as discussed in  
32           Section III of this testimony. By incorporating the current PCAT process for

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<sup>48</sup> See Exhibit RA-13, Jeopardy Section of Ordering PCAT and Exhibit RA-14, Jeopardy Codes.

1 Jeopardy Notices into its contract, Eschelon effectively precludes Qwest from  
2 responding to (1) changes to industry standards for jeopardy notices, and (2)  
3 change requests submitted by other CLECs through the CMP. This subverts the  
4 CMP, which is intended to give all parties equal participation when it comes to  
5 changing Qwest processes.

6

7 **Q. HAVE CHANGE REQUESTS BEEN SUBMITTED TO THE CMP TO**  
8 **CHANGE JEOPARDY NOTICES?**

9 A. Yes. A review of the CMP change request archives shows that change requests  
10 have been submitted by Eschelon, McLeodUSA, MCI, Qwest and Sprint.<sup>49</sup> This  
11 demonstrates that other participants in the CMP have an interest in proposing  
12 changes to jeopardy notices in the CMP. If Eschelon obtains the contract  
13 language it desires for jeopardy notices, no other CMP participant will be able to  
14 request a jeopardy notice change until Qwest first obtains an amendment to its  
15 ICA with Eschelon.

16

17 **Q. ARE THERE OTHER METHODS BY WHICH QWEST IS ENCOURAGED**  
18 **TO RESPOND APPROPRIATELY TO QWEST CAUSED DELAYS?**

19 A. Yes. Qwest must meet performance requirements as established in the  
20 Performance Indicator Definitions (“PIDs”). Qwest’s PIDs, which have been  
21 audited on more than on occasion to ensure that they generate accurate  
22 information, specifically differentiate between Qwest-caused delays and  
23 CLEC/Customer-caused delays. For example, OP-4 (the performance measure

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<sup>49</sup> The Product and Process Change Request Archive and the Systems Change Request Archive are available via links on the Qwest Wholesale website at <http://www.qwest.com/wholesale/cmp/changerequest.html>.



1 titled “Installation Interval”) states:  
2

- 3 • The Applicable Due Date is the original due date or, if changed  
4 or delayed by the customer, the most recently revised due date,  
5 subject to the following: If Qwest changes a due date for Qwest  
6 reasons, the Applicable Due Date is the customer-initiated due date,  
7 if any, that is (a) subsequent to the original due date and (b) prior to  
8 a Qwest-initiated, changed due date, if any.  
9
- 10 • Time intervals associated with customer-initiated due date  
11 changes or delays occurring after the Applicable Due Date, as  
12 applied in the formula below, are calculated by subtracting the latest  
13 Qwest-initiated due date, if any, following the Applicable Due Date,  
14 from the subsequent customer-initiated due date, if any.<sup>50</sup>  
15

16 This is just one of many such examples in the PIDs. Thus, if Eschelon’s intention  
17 by its language is to differentiate Qwest-caused delays, Eschelon is already  
18 protected insofar as Qwest is currently required to differentiate between Qwest  
19 caused and CLEC/customer caused delays. Qwest cannot change PIDs without  
20 Commission oversight. Therefore, Eschelon’s proposed language is unnecessary.  
21

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

24 A. Qwest’s language is more reasonable and is based on the appropriate CMP  
25 management of the processes and procedures relating to orders in jeopardy status.  
26 This Commission should approve Qwest’s language for this section of the  
27 Interconnection Agreement.  
28

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<sup>50</sup> See Exhibit RA-15, 14-State 271 PID Version 8.1, at page 39.

1           **XIII.     ISSUE 12-75: TAGGING CIRCUITS AT THE DEMARC**

2   **Q.    WHAT IS QWEST'S CONTRACT LANGUAGE REGARDING ISSUE**  
3       **12-75 REGARDING TAGGING CIRCUITS AT THE DEMARCATION**  
4       **POINT?**

5   A.    Qwest's language is as follows:

6                   12.3.1 Demarcation Point. Specific procedures are contained in  
7                   Qwest's PCAT, available on Qwest's wholesale web site.  
8

9

10 **Q.    WHAT ARE ESCHELON'S PROPOSED CHANGES TO QWEST'S**  
11 **LANGUAGE?**

12 A.    Eschelon proposes the following:

13                   12.3.1 Demarcation Point. Specific procedures are contained in  
14                   Qwest's PCAT, available on Qwest's wholesale web site.

15                   **12.3.1.1 If CLEC requires information identifying the**  
16                   **Demarcation Point to complete installation, Qwest will**  
17                   **provide to CLEC information identifying the location of**  
18                   **the Demarcation Point (e.g., accurate binding post or**  
19                   **Building terminal binding post information). If Qwest is**  
20                   **unable to provide such information, the Demarcation**  
21                   **Point is not tagged, and CLEC has dispatched personnel**  
22                   **to find the Demarcation Point and is unable to locate it,**  
23                   **Qwest will dispatch a technician and tag the line or**  
24                   **circuit at the Demarcation Point at no charge to CLEC, if**  
25                   **CLEC informs Qwest within 30 Days of service order**  
26                   **completion.**

27

28 **Q.    WHAT IS QWEST'S CONTRACT LANGUAGE FOR ISSUE 12-75(A)**  
29 **REGARDING TAGGING AT THE DEMARC?**

30 A.    Qwest's language is as follows:

1           12.4.3.6.3 Responsibilities of Qwest's Maintenance and Repair  
2 technicians are contained in Qwest's PCAT, available on Qwest's  
3 wholesale web site.

4

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

7 A. Eschelon proposes the following:

8           12.4.3.6.3 Responsibilities of Qwest's Maintenance and Repair  
9 technicians are contained in Qwest's PCAT, available on Qwest's  
10 wholesale web site. Whenever a Qwest technician is dispatched to  
11 an End User Customer premise, Qwest will place a tag accurately  
12 identifying the line or circuit, including the telephone number Qwest  
13 Circuit ID, at the Demarcation Point if such a tag is not present. See  
14 also Section 12.3.1.1.

15

16 **Q. WHY DOES QWEST OBJECT TO ESCHELON'S PROPOSED**  
17 **LANGUAGE?**

18 A. Eschelon is attempting to take procedures that are detailed in Qwest's PCAT,  
19 which is managed through the CMP, and set these procedures in stone in its  
20 contract. Also, Eschelon's language fails to reflect the way Qwest actually tags  
21 circuits at the demarcation point today. This will be discussed by Qwest witness  
22 Philip Linse. Again, however, in discovery responses, Eschelon claims it is  
23 attempting to incorporate Qwest's current practices into its interconnection  
24 agreement. By including this language in its contract, Eschelon locks these  
25 procedures in place, and prohibits any changes, including by the CMP  
26 participants, without first agreeing to an amendment to its Interconnection  
27 Agreement. It is not economically, and sometimes not technically, feasible or fair  
28 for Qwest to operate in one way for one CLEC and another way for all the rest.

1 The effect of Eschelon's proposed language is to subvert the CMP process, and  
2 prohibit all other CLECs from making changes to this process without Eschelon's  
3 express permission. No CLEC should have the ability to prevent other CLECs  
4 from requesting changes to Qwest's processes.

5

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

8 A. Qwest's language is more reasonable and is based on the appropriate CMP  
9 management of the processes and procedures for tagging circuits at the  
10 demarcation point. This Commission should approve Qwest's language for this  
11 section of the Interconnection Agreement.

12

13 **XIV. ISSUE 12-76: LOSS AND COMPLETION REPORTS**

14 **Q. WHAT ARE DAILY LOSS REPORTS?**

15 A. Qwest's PCAT explains the following about daily loss reports:

16 The Loss Report is sent to you when a service order, that shows  
17 outward line activity, is completed or cancelled and impacts you.  
18 This can be accomplished on a D=Disconnect, C=Change or  
19 R=Record Order.

20 Note 1: Cancelled orders are distinguished by a CAN, CANC or  
21 CANP suffix to the service order number. For canceled orders in the  
22 Eastern region, the Completion Date field will reflect the current  
23 Due Date. In the Western and Central regions, the Completion Date  
24 field is populated with zeros. A cancelled order means that the  
25 provisioning work has been stopped and the order will never post to  
26 billing.

27 Note 2: A Record Correction order may appear on the report. It will  
28 be identified with a RECCOR as the Purchase Order Number  
29 (PON). This is used to identify an order that was issued by Qwest to

1 change information on the Customer Service Record. It can be a  
2 billing only order, or a provisioning order. It will depend on the  
3 situation. These types of orders take investigation to find why the  
4 order was issued.

5 Note 3: The report will exclude any activity requested by you. It will  
6 only be reporting a loss of a customer to another service provider  
7 that has not called you to disconnect their service. This does include  
8 possible losses as well since the report includes Cancelled Orders.<sup>51</sup>

9

10 **Q. WHAT ARE DAILY COMPLETION REPORTS?**

11 A. Qwest's PCAT explains the following about daily completion reports:

12 The Completion Report is sent to you when a service order is  
13 completed or cancelled in the Service Order Processing (SOP)  
14 system, impacting you. The order has been provisioned, but has not  
15 necessarily posted to the billing system. The Completion Report is  
16 generated for all order types that carry your identifying RSID and  
17 ZCID.

18 Note 1: Cancelled orders are distinguished by a CAN, CANC or  
19 CANP suffix to the service order number. For canceled orders in the  
20 Eastern region, the Completion Date field will reflect the current  
21 Due Date. In the Western and Central regions, the Completion Date  
22 field is populated with zeros. A cancelled order means that the  
23 provisioning work has been stopped and the order will never post to  
24 billing.

25 Note 2: A Record Correction order may appear on the report. It will  
26 be identified with a RECCOR as the Purchase Order Number  
27 (PON). This is used to identify an order that was issued by Qwest to  
28 change information on the Customer Service Record. It can be a  
29 billing only order, or a provisioning order. It will depend on the  
30 situation. These types of orders take investigation to find why the  
31 order was issued.<sup>52</sup>

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<sup>51</sup> See Exhibit RA-16, Outputs PCAT, at page 5.

<sup>52</sup> See Exhibit RA-16, Outputs PCAT, at page 2.

1 **Q. WHAT LANGUAGE DOES QWEST PROPOSE REGARDING DAILY**  
2 **LOSS REPORTS?**

3 A. Qwest's language for Issue 12-76 is as follows:

4 12.3.7.1.1 The daily loss report will contain a list of accounts that  
5 have had lines disconnected because of a change in the End User  
6 Customer's local service provider. Qwest will issue a loss report  
7 when a service order Due Dated for the previous business day, is  
8 completed or canceled in Qwest's service order processor (SOP).  
9 The losses on the report will be for the previous day's activity. This  
10 report will include detailed information consistent with OBF  
11 guidelines. Individual reports will be provided for at least the  
12 following list of products:

13

14 **Q. WHAT ARE ESCHELON'S PROPOSED CHANGES TO QWEST'S**  
15 **LANGUAGE?**

16 A. Eschelon proposes the following changes:

17 12.3.7.1.1 The daily loss report will contain a list of accounts that  
18 have had lines disconnected because of a change in the End User  
19 Customer's local service provider. Qwest will issue a loss report  
20 when a service order Due Dated for the previous business day, is  
21 completed or canceled in Qwest's service order processor (SOP).  
22 The losses on the report will be for the previous day's activity. This  
23 report will include detailed information consistent with OBF  
24 guidelines, **but no less than the BTN, service order number,**  
25 **PON, service name and address, the WTN the activity took**  
26 **place on and date the service order completed (the date the**  
27 **change was completed).** Individual reports will be provided for at  
28 least the following list of products:

29

30 **Q. WHAT LANGUAGE DOES QWEST PROPOSE REGARDING**  
31 **COMPLETION REPORTS?**

32 A. Qwest's language for Issue 12-76(a) is as follows:

1 12.3.7.1.2 Completion Report provides CLEC with a daily report.  
2 This report is used to advise CLEC that the order(s) for the previous  
3 day's activity for the service(s) requested is complete. This includes  
4 service orders Qwest generates without an LSR (for example,  
5 records correction work, PIC or Maintenance and Repair charges).  
6 This report will include detailed information consistent with OBF  
7 guidelines. Individual reports will be provided for Resale and  
8 Unbundled Loop.

9  
10 **Q. WHAT ARE ESCHELON'S PROPOSED CHANGES TO QWEST'S**  
11 **LANGUAGE?**

12 A. Eschelon proposes the following:

13 12.3.7.1.2 Completion Report provides CLEC with a daily report.  
14 This report is used to advise CLEC that the order(s) for the previous  
15 day's activity for the service(s) requested is complete. This includes  
16 service orders Qwest generates without an LSR (for example,  
17 records correction work, PIC or Maintenance and Repair charges).  
18 This report will include detailed information consistent with OBF  
19 guidelines, **but no less than the BTN, service order number,**  
20 **PON, service name and address, the WTN the activity took**  
21 **place on and date the service order completed (the date the**  
22 **change was completed).** Individual reports will be provided for  
23 Resale and Unbundled Loop.

24  
25 **Q. WHY DOES QWEST OBJECT TO ESCHELON'S PROPOSED CHANGES?**

26 A. Eschelon is trying to freeze in the parties' ICA which data elements appear on the  
27 daily loss and completion reports. While the list in Eschelon's proposed language  
28 duplicates the data elements that appear on the loss and completion reports today,  
29 locking in this list would have the effect of preventing Qwest from making  
30 changes to these reports via a CMP change request, whether that change request is  
31 submitted by Qwest or by another CLEC. Eschelon's language would preclude  
32 Qwest from responding via the CMP to changes to these reports made in OBF

1 industry standards. Finally, by including this language in its contract, Eschelon  
2 freezes these procedures in place, and prohibits any changes, including by the  
3 CMP participants, without first agreeing to an amendment to its Interconnection  
4 Agreement. It is not economically, and sometimes not technically, feasible or fair  
5 for Qwest to operate in one way for one CLEC and another way for all the rest.  
6

7 **Q. ESCHELON CLAIMS IN ITS POSITION STATEMENTS IN THE ISSUE**  
8 **MATRIX THAT IT WISHES TO PRESERVE THE EXTENSIVE EFFORTS**  
9 **IT UNDERTOOK TO MAKE CHANGES TO THE LOSS AND**  
10 **COMPLETION REPORTS. IS THERE ANYTHING WRONG WITH**  
11 **THAT?**

12 A. No. In fact, the changes that Eschelon worked to make to the loss and completion  
13 reports were accomplished via change requests in the CMP. Eschelon has made  
14 excellent use of the CMP to accomplish its goals. But that does not give Eschelon  
15 the right to freeze all future changes to loss and completion reports. Industry  
16 standards for these reports may change over time, and Qwest should be permitted  
17 to respond to these changes in industry standards, and to changes requested by  
18 other CLECs. As I have discussed above, Eschelon can voice objections to any  
19 such proposed changes in the CMP. But Eschelon should have no more rights  
20 than other CMP participants regarding whether or not the loss and completion  
21 reports may change. As I explained in the CMP discussion in Section III above,  
22 Eschelon has many opportunities to object before a CMP change can be made and  
23 Eschelon can object to such a CMP change before this or any other state  
24 commission.  
25



1 **Q. HAVE CHANGE REQUESTS BEEN SUBMITTED TO THE CMP TO**  
2 **CHANGE THE LOSS AND COMPLETION REPORTS BY OTHER**  
3 **CLECS?**

4 A. Yes. A review of the CMP change request archives shows that change requests  
5 related to loss and completion reports have been submitted by AT&T, Covad,  
6 VCI Company and WorldCom.<sup>53</sup> This demonstrates that other participants in the  
7 CMP have an interest in proposing changes to the loss and completion reports in  
8 the CMP. If Eschelon obtains the contract language it desires for loss and  
9 completion reports, no other CMP participant will be able to request a loss or  
10 completion report change until Qwest first obtains an amendment to its ICA with  
11 Eschelon.

12  
13 **Q. WHICH LANGUAGE SHOULD THIS COMMISSION CHOOSE FOR LOSS**  
14 **AND COMPLETION REPORTS FOR THE INTERCONNECTION**  
15 **AGREEMENT?**

16 A. Qwest's language is more reasonable and is based on the appropriate CMP  
17 management of the system outputs such as the loss and completion reports. This  
18 Commission should approve Qwest's language for this section of the  
19 Interconnection Agreement.

20

21 **XV. ISSUE 12-77: TESTING CHARGES AND PAIR GAIN**

22 **Q. WHAT LANGUAGE DOES QWEST PROPOSE REGARDING TROUBLE**

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<sup>53</sup> The Product and Process Change Request Archive and the Systems Change Request Archive are available via links on the Qwest Wholesale website at <http://www.qwest.com/wholesale/cmp/changerequest.html>.

1           **ISOLATION TESTING AND PAIR GAIN?**

2    A.    Qwest's language is as follows:

3           12.4.1.5.1 If the circuit is on Pair Gain, or like equipment that  
4           CLEC or Qwest cannot test through, and CLEC advises Qwest of  
5           this, Qwest will not assess optional testing charges.

6

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

9    A.    Eschelon proposes the following:

10           12.4.1.5.1 If the circuit is on Pair Gain, or like equipment that  
11           CLEC or Qwest cannot test through, and CLEC advises Qwest of  
12           this, Qwest will not assess ~~optional~~ any testing charges. Whether  
13           other charges, such as dispatch charges, apply will be governed  
14           by the provisions of this Agreement associated with such  
15           charges.

16

17   **Q.    WHY DOES QWEST OBJECT TO ESCHELON'S PROPOSED**  
18   **LANGUAGE CHANGES?**

19    A.    Eschelon is attempting to make changes to procedures for testing and pair gain  
20           that are detailed in Qwest's PCAT, which is managed through the CMP, and set  
21           these procedures in stone in its contract. By including this language in its  
22           contract, Eschelon locks these procedures in place, and prohibits any changes,  
23           including by the CMP participants, without first agreeing to an amendment to its  
24           Interconnection Agreement. It is not economically, and sometimes not  
25           technically, feasible or fair for Qwest to operate in one way for one CLEC and  
26           another way for all the rest. The effect of the language proposed by Eschelon is  
27           to subvert the CMP process, and prohibit all other CLECs from making changes

1 to this process without Eschelon's express permission. No CLEC should have the  
2 ability to prevent other CLECs from requesting changes to Qwest's processes.  
3 Technical details regarding testing and pair gain will be discussed by Qwest  
4 witness Mr. Philip Linse.

5

6 **Q. WHICH LANGUAGE SHOULD THIS COMMISSION CHOOSE FOR**  
7 **ISSUE 12-77 FOR THE INTERCONNECTION AGREEMENT?**

8 A. Qwest's language is more reasonable and is based on the appropriate CMP  
9 management of the processes and procedures for testing and pair gain. This  
10 Commission should approve Qwest's language for this section of the  
11 Interconnection Agreement.

12

13 **XVI. ISSUES 12-78 AND 12-80: TROUBLE REPORTS**

14 **Q. WHAT LANGUAGE DOES QWEST PROPOSE REGARDING THE**  
15 **DEFINITION OF TROUBLE REPORTS?**

16 A. Qwest's language for Issue 12-78 is as follows:

17 12.4.1.7 For the purposes of Section 12.4.1.8, "Trouble Reports"  
18 means trouble reports received via MEDIACC, CEMR, or reported  
19 to one of Qwest's call or repair centers, and managed and tracked  
20 within Qwest's repair systems consisting of WFA (Work Force  
21 Administration) and MTAS (Maintenance Tracking Administration  
22 System), and successor repair systems, if any.

23

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

26 A. Eschelon proposes the following changes:

1 12.4.1.7 Intentionally Left Blank. For the purposes of Section  
2 12.4.1.8, “Trouble Reports” means trouble reports received via  
3 MEDIACC, CEMR, or reported to one of Qwest's call or repair  
4 centers, and managed and tracked within Qwest's repair systems  
5 consisting of WFA (Work Force Administration) and MTAS  
6 (Maintenance Tracking Administration System), and successor  
7 repair systems, if any.

8

9 **Q. IS THIS ESCHELON’S ONLY PROPOSAL?**

10 A. No. Eschelon also proposes the following changes:

11 12.4.1.7 For the purposes of Section 12.4.1.8, “Trouble Reports”  
12 means ~~trouble~~-reports of trouble received via electronic interface  
13 (MEDIACC, CEMR or successor system, if any) or submitted  
14 ~~reported~~ to one of Qwest's call or repair centers, ~~and managed and~~  
15 ~~tracked within Qwest's repair systems consisting of WFA (Work~~  
16 ~~Force Administration) and MTAS (Maintenance Tracking~~  
17 ~~Administration System), and successor repair systems, if any.~~

18

19 **Q. WHAT IS QWEST’S LANGUAGE REGARDING MAINTENANCE OF**  
20 **SERVICE AND TROUBLE ISOLATION CHARGES?**

21 A. Qwest’s language for Issues 12-80 and 12-80(a) is as follows:

22 12.4.1.8 Where Qwest has billed CLEC for Maintenance of Services  
23 or Trouble Isolation (“TIC”) charges for a CLEC Trouble Report,  
24 Qwest will remove such Maintenance of Services or TIC charge  
25 from CLEC’s account and CLEC may bill Qwest for its repeat  
26 dispatch(es) to recover a Maintenance of Services or TIC charge or  
27 CLEC’s actual costs, whichever is less, if all of the following  
28 conditions are met:

29 (a) the repeat Trouble Report(s) is the same trouble as the prior  
30 Trouble Report (“Repeat Trouble”), as is demonstrated by CLEC’s  
31 test results isolated between consecutive CLEC access test points;  
32 and

33 (b) the Repeat Trouble is reported within (3) business days of the

1 prior trouble ticket closure; and

2 (c) the Repeat Trouble has been found to be in the facilities owned  
3 or maintained by Qwest or Qwest facilities leased by CLEC; and

4 (d) CLEC has provided the circuit specific test results for the tests  
5 required by Section 12.4.1.1, on the prior and Repeat Trouble that  
6 indicates there is trouble in Qwest's network, consistent with the  
7 CLEC efficient use of space available for the purposes of providing  
8 test results on the Qwest standard trouble ticket form. (If CLEC does  
9 not provide test results, Qwest will bill and CLEC will pay for  
10 optional testing where applicable pursuant to Section 12.4.1.6 ); and

11 (e) CLEC's demonstration of its technician dispatch on the Repeat  
12 Trouble; provided that such demonstration is sufficient when  
13 documented by CLEC's records that are generated and maintained  
14 in the ordinary course of CLEC's business.

15 12.4.1.8.1 Where CLEC has remote testing capability and provides  
16 Qwest with conclusive circuit specific test results that isolate trouble  
17 to Qwest's network, demonstration of CLEC's prior dispatch  
18 pursuant to subsection (e) of Section 12.4.1.8 will be waived.

19

20 **Q. WHAT ARE ESCHELON'S PROPOSED CHANGES TO QWEST'S**  
21 **LANGUAGE?**

22 A. Eschelon proposes the following changes:

23 12.4.1.8 Where Qwest has billed CLEC for Maintenance of  
24 Services or Trouble Isolation ("TIC") charges for a CLEC ~~T~~trouble  
25 ~~R~~report, Qwest will remove such Maintenance of Services or TIC  
26 charge from CLEC's account and CLEC may bill Qwest for its  
27 ~~repeat~~-dispatch(es) **on Repeat Troubles(s)** to recover a  
28 Maintenance of Services or TIC charge or CLEC's actual costs,  
29 whichever is less, if all of the following conditions are met:

30 (a) the repeat ~~T~~trouble ~~R~~report (s) is the same trouble as the prior  
31 ~~T~~trouble ~~R~~report ("Repeat Trouble"), as is demonstrated by CLEC's

1 test results isolated between consecutive CLEC access test points;  
2 and

3 e) CLEC's demonstration of its technician dispatch on the ~~prior and~~  
4 Repeat Trouble; provided that such demonstration is sufficient when  
5 documented by CLEC's records that are generated and maintained  
6 in the ordinary course of CLEC's business.

7 12.4.1.8.1 Where CLEC has remote testing capability and provides  
8 Qwest with conclusive circuit specific test results that isolate trouble  
9 to Qwest's network, demonstration of CLEC's prior dispatch  
10 pursuant to subsection (e) of Section 12.4.1.8 will be waived.  
11 Where CLEC does not have remote testing capability, subsection (e)  
12 of Section 12.4.1.8 requires a technician dispatch for both the prior  
13 and Repeat Trouble. Where CLEC has remote testing capability and  
14 provides the test results described in subsection (d) of Section  
15 12.4.1.8, CLEC must demonstrate the technician dispatch pursuant  
16 to subsection (e) of Section 12.4.1.8 only for the Repeat Trouble.

17

18 **Q. WHAT IS QWEST'S PROPOSED LANGUAGE FOR REPEAT**  
19 **DISPATCHES?**

20 A. Qwest's language for Issue 12-80(b) is as follows:

21 6.6.4 When CLEC requests that Qwest perform trouble isolation  
22 with CLEC, a trouble isolation charge (TIC) charge will apply when  
23 Qwest dispatches a technician and the trouble is found to be on the  
24 End User Customer's side of the Demarcation Point. If the trouble  
25 is on the End User Customer's side of the Demarcation Point, and  
26 CLEC authorizes Qwest to repair the trouble on CLEC's behalf,  
27 Qwest will charge CLEC the appropriate Additional Labor Charges  
28 set forth in Exhibit A in addition to the TIC charge. No charges  
29 shall apply if CLEC indicates trouble in Qwest's network and Qwest  
30 confirms that such trouble is in Qwest's network. In the event that  
31 Qwest reports no trouble found in its network on a trouble ticket and  
32 it is subsequently determined that the reported trouble is in Qwest's  
33 network, then Qwest will waive or refund to CLEC any TIC charges  
34 assessed to CLEC for that same trouble ticket. If Qwest reported no  
35 trouble found in its network but, as a result of a repeat CLEC  
36 dispatch, CLEC demonstrates that the trouble is in Qwest's network,

1 CLEC will charge Qwest a trouble isolation charge as described in  
2 Section 12.4.1.8.

3 9.2.5.2 When CLEC requests that Qwest perform trouble isolation  
4 with CLEC, a Maintenance of Service Charge will apply when  
5 Qwest dispatches a technician and the trouble is found to be on the  
6 End User Customer's side of the Loop Demarcation Point. If the  
7 trouble is on the End User Customer's side of the Loop Demarcation  
8 Point, and CLEC authorizes Qwest to repair the trouble on CLEC's  
9 behalf, Qwest will charge CLEC the appropriate Additional Labor  
10 Charges and Maintenance of Service Charge, if any, as set forth in  
11 Exhibit A at 9.20. No charges shall apply if CLEC provides Qwest  
12 with test results indicating trouble in Qwest's network and Qwest  
13 confirms that such trouble is in Qwest's network. In the event that  
14 Qwest reports no trouble found in its network on a trouble ticket and  
15 it is subsequently determined that the reported trouble is in Qwest's  
16 network, then Qwest will waive or refund to CLEC any  
17 Maintenance of Service Charges assessed to CLEC for that same  
18 trouble ticket. If Qwest reported no trouble found in its network but,  
19 as a result of a repeat CLEC dispatch, CLEC demonstrates that the  
20 trouble is in Qwest's network, CLEC will charge Qwest a trouble  
21 isolation charge as described in Section 12.4.1.8.

22

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

25 A. Eschelon proposes the following:

26 6.6.4 When CLEC requests that Qwest perform trouble isolation  
27 with CLEC, a trouble isolation charge (TIC) charge will apply when  
28 Qwest dispatches a technician and the trouble is found to be on the  
29 End User Customer's side of the Demarcation Point. If the trouble  
30 is on the End User Customer's side of the Demarcation Point, and  
31 CLEC authorizes Qwest to repair the trouble on CLEC's behalf,  
32 Qwest will charge CLEC the appropriate Additional Labor Charges  
33 set forth in Exhibit A in addition to the TIC charge. No charges  
34 shall apply if CLEC indicates trouble in Qwest's network and Qwest  
35 confirms that such trouble is in Qwest's network. In the event that  
36 Qwest reports no trouble found in its network on a trouble ticket and  
37 it is subsequently determined that the reported trouble is in Qwest's  
38 network, then Qwest will waive or refund to CLEC any TIC charges

1 assessed to CLEC for that same trouble ticket. If Qwest reported no  
2 trouble found in its network but, as a result of a repeat ~~CLEC~~  
3 ~~dispatch trouble~~, CLEC demonstrates that the trouble is in Qwest's  
4 network, CLEC will charge Qwest a trouble isolation charge as  
5 described in Section 12.4.1.8.

6 9.2.5.2 When CLEC requests that Qwest perform trouble isolation  
7 with CLEC, a Maintenance of Service Charge will apply when  
8 Qwest dispatches a technician and the trouble is found to be on the  
9 End User Customer's side of the Loop Demarcation Point. If the  
10 trouble is on the End User Customer's side of the Loop Demarcation  
11 Point, and CLEC authorizes Qwest to repair the trouble on CLEC's  
12 behalf, Qwest will charge CLEC the appropriate Additional Labor  
13 Charges and Maintenance of Service Charge, if any, as set forth in  
14 Exhibit A at 9.20. No charges shall apply if CLEC provides Qwest  
15 with test results indicating trouble in Qwest's network and Qwest  
16 confirms that such trouble is in Qwest's network. In the event that  
17 Qwest reports no trouble found in its network on a trouble ticket and  
18 it is subsequently determined that the reported trouble is in Qwest's  
19 network, then Qwest will waive or refund to CLEC any  
20 Maintenance of Service Charges assessed to CLEC for that same  
21 trouble ticket. If Qwest reported no trouble found in its network but,  
22 as a result of a repeat ~~CLEC dispatch trouble~~, CLEC demonstrates  
23 that the trouble is in Qwest's network, CLEC will charge Qwest a  
24 trouble isolation charge as described in Section 12.4.1.8.

25  
26 **Q. WHY DOES QWEST OBJECT TO ESCHELON'S PROPOSED**  
27 **LANGUAGE FOR THE SECTIONS LISTED ABOVE?**

28 A. Eschelon is attempting to make changes to procedures for trouble reports that are  
29 detailed in Qwest's PCAT, which is managed through the CMP, and set these  
30 procedures in stone in its contract. By including this language in its contract,  
31 Eschelon locks these procedures in place, and prohibits any changes, including by  
32 the CMP participants, without first agreeing to an amendment to its  
33 Interconnection Agreement. It is not economically, and sometimes not  
34 technically, feasible or fair for Qwest to operate in one way for one CLEC and



1 another way for all the rest. The effect of Eschelon's proposed language is to  
2 subvert the CMP process, and prohibit all other CLECs from making changes to  
3 this process without Eschelon's express permission. No CLEC should have the  
4 ability to prevent other CLECs from requesting changes to Qwest's processes.  
5 Technical details regarding procedures for trouble reports will be discussed by  
6 Qwest witness Mr. Philip Linse.  
7  
8

9 **Q. WHICH LANGUAGE SHOULD THIS COMMISSION CHOOSE FOR**  
10 **TROUBLE REPORTS FOR THE INTERCONNECTION AGREEMENT?**

11 A. Qwest's language for Issues 12-78, 12-80 and their subparts is more reasonable  
12 and is based on the appropriate CMP management of the processes and  
13 procedures for handling trouble reports. This Commission should approve  
14 Qwest's language for this section of the Interconnection Agreement.  
15

16 **XVII. ISSUES 12-81: QWEST'S TECHNICAL PUBLICATIONS**

17 **Q. WHAT IS QWEST'S LANGUAGE REGARDING ITS TECHNICAL**  
18 **PUBLICATIONS?**

19 A. Qwest's language is as follows:

20 12.4.3.5 Qwest Maintenance and Repair and routine test parameters  
21 and levels will be in compliance with Qwest's Technical  
22 Publications, and, to the extent not inconsistent with the foregoing,  
23 Telcordia's General Requirement Standards for Network Elements,  
24 Operations, Administration, Maintenance and Reliability and/or the  
25 applicable ANSI standard

26  
27 **Q. WHAT ARE ESCHELON'S PROPOSED CHANGES?**

1 A. Eschelon proposes the following:

2 12.4.3.5 Qwest Maintenance and Repair and routine test parameters  
3 and levels will be in compliance with **Qwest's Technical**  
4 **Publications, and, to the extent not inconsistent with the**  
5 **foregoing,** Telcordia's General Requirement Standards for Network  
6 Elements, Operations, Administration, Maintenance and Reliability  
7 and/or the applicable ANSI standard, **and, to the extent not**  
8 **inconsistent with the foregoing, Qwest's Technical Publications.**

9

10 **Q. IS IT APPROPRIATE FOR ESCHELON TO SEEK CHANGES TO**  
11 **QWEST'S TECHNICAL PUBLICATIONS VIA CONTRACT LANGUAGE?**

12 A. No. Eschelon is attempting to force Qwest to change its technical publications in  
13 favor of ANSI standards. Details regarding the differences between Qwest's  
14 Technical Publications and ANSI standards and why these differences are  
15 appropriate will be discussed by Qwest witness Mr. Philip Linse.

16

17 Eschelon is also attempting to make changes to procedures for the use of  
18 technical publications that are detailed in Qwest's PCAT, which is managed  
19 through the CMP, and set these procedures in stone in its contract. By including  
20 this language in its contract, Eschelon locks these procedures in place, and  
21 prohibits any changes, including by the CMP participants, without first agreeing  
22 to an amendment to its Interconnection Agreement. It is not economically, and  
23 sometimes not technically, feasible or fair for Qwest to operate in one way for  
24 one CLEC and another way for all the rest. The effect of Eschelon's proposed  
25 language is to subvert the CMP process, and prohibit all other CLECs from  
26 making changes to this process without Eschelon's express permission. No  
27 CLEC should have the ability to prevent other CLECs from requesting changes to

1 Qwest's processes.

2

3 **Q. WHICH LANGUAGE REGARDING QWEST'S TECHNICAL**  
4 **PUBLICATIONS SHOULD THIS COMMISSION CHOOSE FOR THE**  
5 **INTERCONNECTION AGREEMENT?**

6 A. Qwest's language is more reasonable and is based on the appropriate CMP  
7 management of changes to Qwest's procedures for the use of Qwest's technical  
8 publications. This Commission should approve Qwest's language for this section  
9 of the Interconnection Agreement.

10

11 **XVIII. ISSUE 12-83: DISPATCH CHARGES (CLOSED)**

12 **Q. IS ISSUE 12-83 STILL IN DISPUTE?**

13 A. No. It is my understanding that the parties have reached agreement on this issue  
14 and it is now closed.

15

16 **XIX. ISSUE 12-86: CLOSING TROUBLE REPORTS**

17 **Q. WHAT IS QWEST'S PROPOSED LANGUAGE REGARDING THE**  
18 **CLOSURE OF TROUBLE REPORTS?**

19 A. Qwest proposes the following:

20 12.4.4.1 Procedures regarding trouble report closure are contained in  
21 Qwest's PCAT, available on Qwest's wholesale web site.

22

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

1 A. Eschelon proposes the following:

2 **12.4.4.1 Procedures regarding trouble report closure are**  
3 **contained in Qwest's PCAT, available on Qwest's wholesale web**  
4 **site.**—When Qwest closes a trouble report, Qwest will assign a code  
5 accurately identifying the reason or cause for service problems and  
6 the action taken (i.e., a “disposition code”).

7 **12.4.4.2 Qwest will notify CLEC of the disposition code upon**  
8 **request. For Maintenance and Repair trouble reports, the**  
9 **disposition code and any remarks will also be available through**  
10 **electronic interface (e.g., Customer Electronic Maintenance and**  
11 **Repair (CEMR)). CLEC closed trouble reports will be available**  
12 **to CLEC via the history function in the electronic interface (e.g.,**  
13 **CEMR).**

14 **12.4.4.3 Qwest will provide a web based tool (currently**  
15 **known as Maintenance and Repair Invoice Tool) that allows**  
16 **CLEC to access electronic copies of Qwest repair invoice**  
17 **information. The repair invoice information will include the**  
18 **time and material information that Qwest provides to its retail**  
19 **End User Customers on their time and material invoices.**  
20 **Qwest, through this tool, will provide access to at least the**  
21 **telephone number or circuit identification, CLEC ticket**  
22 **number, Qwest ticket number, End User Customer Address,**  
23 **End User Customer Name, USOC, Quantity, Start Date, End**  
24 **Date, Disposition Code, and any related remarks (comments by**  
25 **repair technician). Such invoice information will be available to**  
26 **CLEC within two (2) business days of ticket closure for POTS**  
27 **services and ten (10) business days for non-POTS services.**  
28 **Invoice information will be retained and available to CLEC via**  
29 **this tool for at least twelve (12) months.**

30

31 **Q. WHY DOES QWEST OBJECT TO ESCHELON'S PROPOSED**  
32 **LANGUAGE?**

33 A. Eschelon is attempting to lock in procedures for application of the closure of  
34 trouble reports that are detailed in Qwest's PCAT, which is managed through the

1 CMP, and set these procedures in stone in its contract.<sup>54</sup> By including this  
2 language in its contract, Eschelon locks these procedures in place, and prohibits  
3 any changes, including by the CMP participants, without first agreeing to an  
4 amendment to its Interconnection Agreement. It is not economically, and  
5 sometimes not technically, feasible or fair for Qwest to operate in one way for  
6 one CLEC and another way for all the rest. The effect of Eschelon's proposed  
7 language is to subvert the CMP process, and prohibit all other CLECs from  
8 making changes to this process without Eschelon's express permission. No  
9 CLEC should have the ability to prevent other CLECs from requesting changes to  
10 Qwest's processes.

11  
12 **Q. WHICH LANGUAGE REGARDING TROUBLE REPORT CLOSURE**  
13 **SHOULD THIS COMMISSION CHOOSE FOR THE INTERCONNECTION**  
14 **AGREEMENT?**

15 A. Qwest's language is more reasonable and is based on the appropriate CMP  
16 management of changes to Qwest's procedures for the closure of trouble reports.  
17 This Commission should approve Qwest's language for this section of the  
18 Interconnection Agreement.

19  
20 **XX. ISSUE 12-87: CONTROLLED PRODUCTION OSS TESTING**

21 **Q. WHAT ARE OPERATIONAL SUPPORT SYSTEMS ("OSS")?**

22 A. Qwest uses a variety of computer systems to support the operations of its  
23 telecommunications business. An OSS is a computer system or process that does

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<sup>54</sup> See Exhibit RA-17, Maintenance and Repair PCAT at page 16, "Closing Your Trouble Report".

1 not directly provide telecommunications service to customers, but supports  
2 employees performing “operational” duties, such as issuing service orders, testing  
3 trunks and maintaining switching systems. These OSS are specialized; each  
4 performs different functions. Certain OSS allow for the ordering of products and  
5 services for customers, and others record and process trouble tickets. There are  
6 many other OSS that provide a wide variety of other functions.

7

8 **Q. WHAT PURPOSES DO OSS SERVE IN CONNECTION WITH CLEC**  
9 **ORDERS?**

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

20

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

22 A. Electronic interfaces facilitate the exchange of information between the OSS of a  
23 CLEC and those of Qwest. An interface allows a CLEC to submit pre-order and  
24 order transactions to Qwest electronically. The interface also permits the  
25 electronic exchange of other information between CLECs and Qwest, including

1 information about products and services, installation timelines, the characteristics  
2 of facilities, and the completion of orders.

3  
4 There are two primary methods for electronically exchanging these types of  
5 information - batch transfers and real-time transactions. An electronic interface  
6 that uses a batch transfer method processes large amounts of information and  
7 transmits the information from one computer system to another. This type of data  
8 processing accumulates large amounts of information, groups related transactions  
9 together, and transmits them on a scheduled basis, generally once a day. Batch  
10 transfers enable a large amount of information to be transmitted efficiently  
11 between computers. For example, although switches record call detail messages  
12 as they are made, Qwest's Customer Record Information System ("CRIS")  
13 Billing System processes the call details on a scheduled daily basis.

14  
15 An electronic interface that uses a real-time method, on the other hand, processes  
16 data and/or transactions in an interactive mode, similar to a conversation. A  
17 transaction or query is sent from one computer system to another and a response  
18 is sent back without waiting for a scheduled transfer time. For example, if a  
19 CLEC's computer system submits a request for information about the availability  
20 and characteristics of an unbundled loop, Qwest's OSS will receive the request  
21 through the interface, conduct a query of its databases, and transmit the  
22 responsive information back to the CLEC's computer system. Unlike batch  
23 transmissions, real-time transactions are executed in direct response to a request.  
24 These transactions are real-time in the sense that the time needed to handle a  
25 specific request is the only time that elapses between receipt of a request and

1 sending a response. Qwest's computer system answers the CLEC's computer as  
2 soon as it has the information the CLEC requested. Generally, a real-time  
3 electronic interface is necessary whenever the information requested is needed to  
4 influence the next step of an ongoing process.

5

6 **Q. WHAT IS IMA?**

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

17

18 **Q. WHAT IS UNIQUE ABOUT A COMPUTER-TO-COMPUTER**  
19 **ELECTRONIC INTERFACE?**

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

25



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

2 A. OSS certification testing is the process that Qwest uses to ensure that the  
3 communications links between the CLEC and Qwest computers are properly  
4 established, and that the electronic transactions submitted by CLECs into Qwest's  
5 systems are in the correct format and can be processed by Qwest's downstream  
6 systems without having a negative impact on Qwest's systems. Testing is critical  
7 to ensure that all of these systems will work together properly. Certification  
8 testing is required if CLECs wish to establish this electronic link to Qwest. This  
9 CLEC obligation is clearly spelled out in the CMP Document:

10 If a CLEC is using an application-to-application interface, the CLEC  
11 must work with Qwest to certify the business scenarios that CLEC  
12 will be using in order to ensure successful transaction processing in  
13 production. If multiple CLECs are using a service bureau provider,  
14 the service bureau provider need only be certified for the first  
15 participating CLEC; subsequent CLECs using the service bureau  
16 provider need not be re-certified. Qwest and CLEC shall mutually  
17 agree to the business scenarios for which CLEC requires  
18 certification. Certification will be granted for the specified Release  
19 of the application-to-application interface. If CLEC is certifying  
20 multiple products or services, CLEC has the option of certifying  
21 those products or services serially or in parallel if technically  
22 feasible.<sup>55</sup>

23

24 **Q. PLEASE EXPLAIN CONTROLLED PRODUCTION TESTING AND ITS**  
25 **RELATIONSHIP TO OSS TESTING.**

26 A. Controlled Production Testing is the third step in the application-to-application  
27 certification testing process. The CMP Document identifies this as one of five  
28 parts of the certification testing process, and indicates that all five parts of the

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<sup>55</sup> See Exhibit RA-2, CMP Document, Chapter 11, page 84.

1 process are required.<sup>56</sup>

2

3 Controlled Production is permitted after the successful completion of the  
4 Progression Testing Phase. The Controlled Production process is designed to  
5 confirm environment configuration and validate the ability of the CLEC to  
6 transmit EDI data that meets X12 standards. Controlled Production consists of the  
7 submission of requests to the Qwest production environment for provisioning as  
8 production orders. Qwest and the CLEC use Controlled Production results to  
9 determine operational readiness for full Production turn-up.<sup>57</sup>

10

11 Controlled Production process is designed to validate CLEC ability to transmit  
12 transactions that meet industry standards and comply with Qwest business rules.  
13 Controlled Production consists of submitting requests to the Qwest production  
14 environment for provisioning as production orders with limited volumes. Qwest  
15 and CLEC use Controlled Production results to determine operational readiness  
16 for full production turn-up.<sup>58</sup>

17

18 **Q. WHAT IS QWEST'S CONTRACT LANGUAGE REGARDING**  
19 **CONTROLLED PRODUCTION OSS TESTING?**

20 A. Qwest's language is as follows:

21 12.6.9.4 Controlled Production – Qwest and CLEC will perform  
22 controlled production. The controlled production process is

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<sup>56</sup> See Exhibit RA-2, CMP Document, Chapter 11, page 85.

<sup>57</sup> See EDI Implementation Guidelines – for Interconnect Mediated Access (IMA) - Version 19.2, page 40. The EDI Implementation Guidelines are available at <http://www.qwest.com/wholesale/ima/edi/index.html>.

<sup>58</sup> See Exhibit RA-2, CMP Document, Definitions, page 126.

1 designed to validate the ability of CLEC to transmit EDI data that  
2 completely meets X12 (or mutually agreed upon substitute)  
3 standards definitions and complies with all Qwest business rules.  
4 Controlled production consists of the controlled submission of  
5 actual CLEC production requests to the Qwest production  
6 environment. Qwest treats these pre-order queries and orders as  
7 production pre-order and order transactions. Qwest and CLEC use  
8 controlled production results to determine operational readiness.  
9 Controlled production requires the use of valid account and order  
10 data. All certification orders are considered to be live orders and  
11 will be provisioned.

12

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

15 A. Eschelon proposes the following changes:

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

32

33 **Q. WHY DOES QWEST OBJECT TO ESCHELON'S PROPOSED**  
34 **LANGUAGE REGARDING CONTROLLED PRODUCTION OSS**  
35 **TESTING?**

1 A. Eschelon's language has two problems. First, it makes participation in the  
2 controlled production phase of application-to-application phase of certification  
3 testing negotiable. Second, it indicates circumstances under which controlled  
4 production testing is not required.

5

6 **Q. ADDRESSING THE FIRST ISSUE, IS IT APPROPRIATE FOR**  
7 **PARTICIPATION IN CONTROLLED PRODUCTION TESTING TO BE**  
8 **NEGOTIABLE?**

9 A. Absolutely not. Qwest designs the interface systems. Qwest must establish the  
10 requirements for CLECs to use these interface systems. Only Qwest can  
11 determine when and how CLECs must test their use of these interface systems.

12

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

15 A. Yes. The CMP document states:

16 New Releases of the application-to-application interface may require  
17 re-certification of some or all business scenarios. A determination  
18 as to the need for re-certification will be made by the Qwest  
19 coordinator in conjunction with the Release Manager of each  
20 Release. Notification of the need for re-certification will be  
21 provided to CLEC as the new Release is implemented. The suite of  
22 re-certification test scenarios will be provided to CLECs with the  
23 Final Technical Specifications. If CLEC is certifying multiple  
24 products or services, CLEC has the option of certifying those  
25 products or services serially or in parallel, if technically feasible.<sup>59</sup>

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

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<sup>59</sup> See Exhibit RA-2, CMP Document, Chapter 11, page 85.

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

3 A. Yes.

4

5 **Q. IF ESCHELON'S LANGUAGE IS ACCURATE, WHY DOES QWEST**  
6 **OBJECT TO THE ADDITION OF THIS LANGUAGE IN THE**  
7 **CONTRACT?**

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

23

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

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

7

8

## **XXI. CONCLUSION**

9 **Q. PLEASE SUMMARIZE YOUR TESTIMONY.**

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

18

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

20 A. Yes, it does.